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LAND SETTLEMENT BRIEFING PAPER

UA Trust Lands Background
Settlement Agreement
Proposed Compensation

A statewide system of higher education

The University of Alaska

THE UNIVERSITY OF ALASKA

Jay Barton, President

Briefing Paper

UNIVERSITY LANDS SETTLEMENT AGREEMENT

November, 1982

For further information contact:

Merry Tuten
Director of Land Management
(Statewide)
474-7421

EXECUTIVE SUMMARY

The Settlement Agreement provides a method for calculating compensation due the University as a result of improper management of University grant land. Compensation is provided for:

- easements and rights of way granted by the State without University approval or compensation
- residential, utility, commercial, agricultural, and private recreation leases let and administered at less than fair market value
- material (gravel/sand) removed for use by state agencies without payment to the University
- uncollected revenues from state sales of resources such as coal, oil and gas, and timber
- free use permits, land management transfers, reserved use requests, and special land use permits issued without University approval or compensation
- legislative withdrawals of University lands for parks and preserves without University approval or compensation
- land exchanges which have only been partially completed without the University receiving its share of the land to be exchanged

To compensate the University for these actions, the Settlement Agreement provides for the transfer of title, management, and control of University grant lands from the state to the University. The State and University agree that the University would more properly manage these lands to produce income and support the University. The Settlement Agreement also provides for the appropriation of funds and/or the conveyance of state "replacement" lands to equal the dollar value of the compensation owed the University. The Settlement Agreement provides a detailed method for calculating the compensation for items above and results in a total dollar amount.

BACKGROUND

The University of Alaska originally received its lands from the Federal Government by two Acts of Congress, in 1915 and 1929. These Acts were extensions into the Territory of Alaska of the Land Grant College concept pioneered by the Morrill Act of 1862 which established Land Grant Universities throughout the Continental United States. Under these two congressional Acts the University was granted 110,000 acres of land which were to be held in trust and were reserved for the exclusive use and benefit of the University of Alaska for the support of higher education in Alaska.

Upon statehood the new State of Alaska accepted the trustee responsibility for these "grant" lands. Since the purpose of the federal grant was to produce income to support the University the State should have actively managed and developed these lands. Instead, the State treated the University Grant Lands as though they were State lands and made them available at less than fair market value. In addition, the legislature passed laws that transferred University lands into nonprofit making uses such as state parks and wildlife withdrawals without compensating the University. As a result of these legislative and administrative actions the University lost considerable acreage and income. During the twenty years of State management only \$2.7 million in income was produced from the entire 110,000 acre federal land grant. These proceeds were deposited into the University of Alaska Permanent Fund and the interest earnings were used to support University programs.

In 1978 the University intervened in litigation between a private company and the State questioning the State's right to withdraw University grant land into state parks without compensating the University. While this lawsuit proceeded through the court system the University filed a second suit against the State in order to clarify the ownership and trustee responsibilities surrounding all University grant lands.

In 1981 the Alaska Supreme Court rendered a decision on the first lawsuit in which the University had intervened. The court reaffirmed that University grant lands are for "the exclusive use and benefit of the University, that such lands cannot be taken without compensation," and

that the State is required by the federal legislation conveying the land grant "to manage said University lands to effect the purpose of the trust, which is the production of income for the benefit of the University."

The second lawsuit is still pending in Superior Court. However, following the Supreme Court's ruling in favor of the University on the first lawsuit, the University entered into negotiations to settle all litigation with the State Departments of Natural Resources, Administration, and Revenue and, after 13 months of negotiation, reached an out-of-court settlement (enclosed).

During the 1981 - 1982 legislative session the State and University sought the legislature's ratification of this out-of-court settlement. Although both the House and Senate passed the initial bill unanimously, other issues unrelated to the land settlement question were added to the final bill and it was consequently defeated in committee. The legislature did, however, appropriate \$500,000 to the University and the State in order to implement the terms of the Agreement. The State and University will be seeking ratification of the Settlement Agreement during the 13th Alaska Legislature.

ISSUES

1. Why should the University own land and be in the land management business?

The federal government granted trust land for the exclusive use and benefit of the University of Alaska. The Alaska Supreme Court has held that the university's grant lands must be managed "to effect the purposes of the trust, which is the production of income for the benefit of the university." However, the state manages and disposes of its lands for purposes other than to maximize earnings. Accordingly, the purposes for managing university trust lands and state-owned lands are completely different. Furthermore, the state has disposed of university trust land and products therefrom at less than current market value. For these reasons, the university's board of regents has felt compelled to assume direct responsibility for the control and management of university trust lands.

2. What will the University do with the money it receives from its trust lands?

Income produced by the university's lands is deposited into the university's permanent fund which is held and managed by the state Department of Revenue. The state informs the university how much investment income it will receive from its permanent fund and the university informs the state how that income will be used. No change in this procedure or in legislation governing the university permanent fund is required at this time. For further information on the university's permanent fund and its use, the reader's attention is invited to the university briefing paper entitled "University of Alaska Permanent Fund."

3. Does the Settlement Agreement benefit the state?

Yes. The agreement resolves a long standing legal issue at minimal cost to the public, clarifies Department of Natural Resources responsibilities, and provides the university with its original federal endowment. The settlement will also benefit the state by enabling its university to become a better, higher quality university, at lower cost to the state, than would be possible without the federal endowment.

4. Why does the State "owe" the university any compensation since the legislature funds the university every year?

The Alaska Supreme Court held that the university is entitled to compensation for takings by the state of university trust land at less than fair market value. This compensation is a single "one-time" payment stemming from a judicial decision. This payment is necessary to re-establish the land grant trust endowment provided by the Congress to provide financing in perpetuity to help support the university. Congress intended that this endowment funding be provided in addition to, not simply to replace, annual general fund support of the university by the state.

5. If the legislature appropriates funds and land as compensation for past actions, will the university be able to support itself from land revenues?

No, investment earnings will not be large enough in the foreseeable future to have any significant influence on the amount of general funds needed to support the university.

RECOMMENDATIONS

Calculations of compensation due the university under the terms of the settlement agreement are shown on the next page. Accordingly, the university now recommends that: the terms of the out-of-court settlement between the university and the state Department of Natural Resources be ratified by the legislature.* Specifically, the university recommends that:

1. It be granted title, management, and control of its federally granted trust lands.
2. It receive cash and land compensation from the state in accordance with the closing statement shown below.
3. Alaska statutes be corrected to reflect the transfer of university trust lands from public ownership to management by the university's board of regents.

* Under the terms of the settlement agreement, the state Department of Natural Resources must review the university's calculation of compensation to determine whether or not it agrees with the grand total so derived. This review has not, as of this writing, been completed.

12/20/82

CLOSING STATEMENT

Compensation due the University of Alaska computed in accordance with the settlement agreement--

<u>SOURCES OF COMPENSATION</u>	<u>IN LAND*</u>	<u>IN CASH</u>
Leased Lands	\$ 15,364,693	
Uncollected Revenues		\$ 154,454
Material Sales		42,418
Rights of Way		2,177,763
Liquidated Damages	0	
Back Pay for Leases		2,344,676
Legislative Withdrawals	6,085,536	
Conveyances & Incomplete Land Exchanges	112,859	
TOTALS:	\$ 21,563,088	\$ 4,719,311 \$ 26,282,399 **

*For land compensation, the university will exchange its previously withdrawn and encumbered lands, for which compensation is due, for unencumbered state lands of equal value placed into replacement pools for this purpose by the Department of Natural Resources.

The university relinquishes:

Category

Leased Lands
Conveyances and Incomplete Land Exchanges
Legislative Withdrawals
Municipal Selections (only if agreement is reached with the Municipality)

The university gains:

Replacement Pool Parcels

Replacement Pool #1 - All parcels
Replacement Pool #2 - (previously approved by BOR on 9/30/82) Parcel as needed to equal the fair market value of lands relinquished to the state

** This number may change slightly during the process of concluding negotiations. However, regardless of the total amount of compensation, the categories to be taken in cash and in land will be as specified above.

ALASKA STATE LEGISLATURE - SENATE

SENATOR RICHARD I. ELIASON

LABOR AND COMMERCE COMMITTEE, CHAIRMAN
RESOURCES COMMITTEE
JUDICIARY COMMITTEE
FISHERIES SUB-COMMITTEE



P.O. BOX 143
SITKA, ALASKA 99835

POUCH V
JUNEAU, ALASKA 99811
(907, 465-4916)

MEMORANDUM

TO: Senator Bill Ray, Chair
Senate Judiciary Committee

FROM: Senator Dick Eliason *Dick Eliason*

DATE: March 10, 1983

RE: CSSB 41(Res) --- "An Act relating to the transfer of the ownership and management of University of Alaska trust land..."

As requested, I reviewed the above-referenced bill and I am now reporting my findings to you.

Under two congressional Acts, in 1915 and 1929, the University of Alaska was granted 110,000 acres of land which were to be held in trust and were reserved for the exclusive use and benefit of the University for the support of higher education in Alaska. Upon statehood, the State of Alaska accepted trustee responsibility for these "grant" lands.

It is the University's contention that the land was improperly managed, disposed of and leased by the State. The University of Alaska initiated two law suits which asked for the return of the land and for monetary compensation. In 1981, the Alaska Supreme Court rendered "that University grant lands are for the exclusive use and benefit of the University, and that such lands cannot be taken without compensation."

Following the Supreme Court's ruling, the University entered into negotiations with the State Departments of Natural Resources, Administration, and Revenue. After 13 months of negotiation, a settlement agreement was reached. CSSB 41 ratifies this document.

Senator Kerttula has indicated his interest in proposing an amendment which would state that 33% of all income generated from the trust lands shall be apportioned to renewable resource instruction and related facilities. A proposed draft is attached.

At my request, Esther Wunnicke, Commissioner of the Department of Natural Resources, met with the Attorney General's office to review the technical language in CSSB 41. All parties involved are satisfied with the language.

CSSB 41 will resolve the question of ownership and management of these "grant" lands. I recommend that this matter be taken care of as expeditiously as possible.

A M E N D M E N T

Offered in the SENATE

BY THE JUDICIARY COMMITTEE

TO: CSSB 41(Res)

Page 2, line 27:

Delete all material and insert the following:

"university;

(9) report each year within the first 10 days of the convening of a regular session of the legislature on the expenditures made during the preceding fiscal year from the funds of the University of Alaska that are derived from sales, leases, exchanges, or transfers of the land of the university or of interests in land of the university that were conveyed to the University of Alaska in settlement of the claim of the University of Alaska to land granted to the state in accordance with the Act of March 4, 1915 (38 Stat. 1214), as amended, and in accordance with the Act of January 21, 1929 (45 Stat. 1091), as amended."

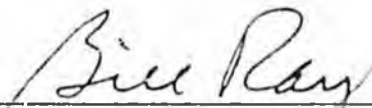
SENATE JUDICIARY COMMITTEE

LETTER OF INTENT

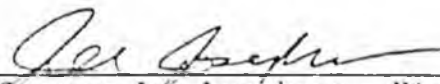
CSSB 41 (Resources) am

It is our intent that the University of Alaska Board of Regents utilize at least 40% of its Land Grant Trust Fund income for the University Land-grant mission of capital projects and teaching support for agricultural, forestry, fishing and mineral development and education.


Furthermore, as indicated by our amendment to the Resources Committee substitute for Senate Bill 41, it is our intent to require annual reports from the Board of Regents, to be submitted within 10 days of the start of each legislative session, setting forth details as to the Board's past, present and future compliance with the above-stated legislative intent.



Senator Bill Ray - Chairman



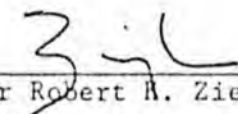
Senator Joe Josephson - Vice Chairman



Senator Richard Eliason



Senator Fritz Pettyjohn



Senator Robert R. Ziegler

S14.40.390 DOCUMENT= 1 OF 1 PAGE = 1 OF 2
CHAPTER = 14.40
SECTION = 14.40.390
TITLE = 14

HEADINGS TITLE 14.
Education.
CHAPTER 40.
The University of Alaska and the Community Colleges.
ARTICLE 3.
Property and Funds of the University of Alaska.

CITATION Sec. 14.40.390.

CATCH LINE

FEDERAL LAND GRANTS TO AGRICULTURAL COLLEGE AND SCHOOL OF MINES
REACCEPTED FOR UNIVERSITY.

TEXT The state assents to the provisions and accepts the benefits of
the grants of land authorized by the Act of Congress of January
21, 1929, 45 Stat. 1091 1093, as amended by the Act of Congress
of September 19, 1966, 80 Stat. 811, for the Agricultural College
and School of Mines as integral parts of the University of
Alaska, and the University of Alaska is designated the
beneficiary under that Act.

HISTORY (Sec. 37-10-12 ACLA 1949; am sec. 1 ch 63 SLA 1967)

SB 41

AS14.40.170 DOCUMENT= 1 OF 1 PAGE = 1 OF 2
CHAPTER = 14.40
SECTION = 14.40.170
TITLE = 14

HEADINGS TITLE 14.
Education.
CHAPTER 40.
The University of Alaska and the Community Colleges.
ARTICLE 2.
Board of Regents and President of the University of Alaska.

CITATION Sec. 14.40.170.

CATCH LINE

DUTIES OF BOARD OF REGENTS.

TEXT

- (a) The Board of Regents shall
 - (1) appoint the president of the university by a majority vote of the whole board, and the president may attend meetings of the board;
 - (2) fix the compensation of the president of the university, all heads of departments, professors, teachers, instructors and other officers;
 - (3) confer such appropriate degrees as it may determine and prescribe;
 - (4) have the care, control and management of all the real and personal property of the university;
 - (5) keep a correct and easily understood record of the minutes of every meeting and all acts done by it in pursuance of its duties;
 - (6) under procedures to be established by the commissioner of administration, and in accordance with existing procedures for other state agencies, have the care, control, and management of all money of the university and keep a complete record of all money received and disbursed.
- (b) The Board of Regents may
 - (1) adopt reasonable rules, orders and plans with reasonable penalties for the good government of the university and for the regulation of the Board of Regents;
 - (2) determine and regulate the course of instruction in the university with the advice of the president.

HISTORY (Sec. 37-10-6 ACIA 1949; am secs. 1, 2 ch 46 SLA 1977)

STATE OF ALASKA

BILL SHEFFIELD, GOVERNOR

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF THE COMMISSIONER

POUCH M
JUNEAU, ALASKA 99811
PHONE:

(907) 465-2400

February 10, 1983

The Honorable Richard I. Eliason
Alaska State Legislature
Pouch V
Juneau, AK 99811

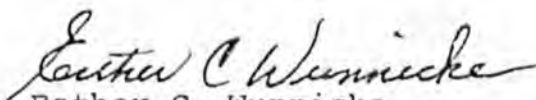
Dear Senator Eliason:

As you requested, we have reviewed the Resources Committee Substitute for Senate Bill 41 in consultation with the Attorney General's Office, and are satisfied with the language of the CS.

On January 31, we testified in support of the bill before a joint meeting of the House and Senate Resources Committees. The Agreement which SB 41 ratifies was signed by the Commissioner of Revenue, Administration and Natural Resources in March of 1982. This department has consistently supported the Agreement as an equitable resolution of the questions raised by the State's prior management of University grant lands, and of the 1981 Alaska Supreme Court decision on that subject.

Please let me know if you have any comments or questions.

Sincerely,



Esther C. Wunnicke
Commissioner

STATE OF ALASKA
THE LEGISLATURE

RECEIVED
GENERAL COUNSEL
FEBRUARY 28 1983

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

February 28, 1983

SUBJECT: Amendment for SB 41

TO: Senator Jalmar M. Kerttula

FROM: Richard A. Bradley ^B
Legislative Counsel

Your letter to Senator Eliason stated that we are drafting an amendment to SB 41; because your request did not specify a particular version of SB 41 and Anna did not suggest a particular bill, it seems that the best answer is simply to provide you with suggested language and then at a later time we may insert it into a bill.

I may say that the subject of the use of university land is slightly outside the narrow subject of SB 41 and CSSB 41 (Resources), which is the ". . . transfer of the ownership and management of University of Alaska trust land" If you wish to be prudent on this subject, I suggest "An Act relating to University of Alaska trust land; and providing for an effective date." in place of the existing language.

As far as the particular substantive language to achieve your goal, I suggest:

* Sec. . AS 14.40 is amended by adding a new section to read:

Sec. 14.40.445. INCOME FROM TRUST LAND. No less than one-third of the income received by the Board of Regents from the management or disposal of land conveyed to the Board of Regents under AS 14.40.-170(a)(4)(B) may be apportioned to the agricultural experiment station and to agricultural, fishery, and forestry instruction enrichment and to related research programs.

If I may be of further assistance, please advise.

RAB:ljb
9/022



Alaska State Legislature

Senate

Office of the President

Pouch V
State Capitol
Juneau, Alaska 99811

Official Business

MEMORANDUM

TO: Senator Richard Eliason

FROM: Senator Jay Kerttula
Senate President

A handwritten signature in black ink, appearing to read "Jay Kerttula", written over the "FROM" line.

RE: amendment to SB 41, concerning the University of Alaska Trust
Land Settlement Agreement.

In the spirit of the 1862 federal legislation creating land grant institutions, I feel the University of Alaska should allocate a percentage of its income from the land trust to renewable resource instruction and their related facilities.

Legal Services is drafting an amendment to SB 41 stating that 33% of all income generated from these trust lands shall be apportioned to the Experimental Farm and Agriculture, Fisheries, and Forestry instruction enrichment and their related research programs.

cc: Bill Berrier, Legal Services

JK:ak:jdk

STATE OF ALASKA
THE LEGISLATURE

POUCHY - STATE CAPITOL
JUNEAU, ALASKA 99811
907 460 3600

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

March 4, 1983

SUBJECT: Dedicated funds and SB 41
TO: Senator Bill Ray
FROM: Richard A. Bradley *B*
Legislative Counsel

You have suggested that the amendment to SB 41 contained in my memorandum of February 28, 1983, to Senator Kerttula in fact constitutes the establishment of a dedicated fund. I regret to say that I agree.

Until State v. Alex, 646 P.2d 103 (Alaska 1982), it would not have constituted a dedicated fund because the source of the funds establishing the dedicated fund were not "the proceeds of a state tax or license" (Article IX, section 7, Alaska Constitution). At that time, section 7 was read strictly and if the source of the funds was not "a state tax or license", no violation was found.

Since that decision, it has been clear that the purpose of section 7 is to "prohibit not only the dedication of taxes, but also [the dedication of] such revenue as the proceeds from the sale of state lands". Alex, supra, at 210.

Accordingly, the amendment drafted is unconstitutional.

If I may be of further assistance, please advise.

RA3:ljb

c.c: Senator Jalmar M. Kerttula

1/001

ALASKA STATE LEGISLATURE - SENATE

SENATOR RICHARD I. ELIASON

LABOR AND COMMERCE COMMITTEE, CHAIRMAN
RESOURCES COMMITTEE
JUDICIARY COMMITTEE
FISHERIES SUB-COMMITTEE



P.O. BOX 143
SITKA, ALASKA 99835

POUCH V
JUNEAU, ALASKA 99811
(907) 465-4916

MEMORANDUM

TO: Senator Bill Ray, Chair
Senate Judiciary Committee

FROM: Senator Dick Eliason *Dick Eliason*

DATE: March 10, 1983

RE: CSSB 41(Res) --- "An Act relating to the transfer of the ownership and management of University of Alaska trust land..."

As requested, I reviewed the above-referenced bill and I am now reporting my findings to you.

Under two congressional Acts, in 1915 and 1929, the University of Alaska was granted 110,000 acres of land which were to be held in trust and were reserved for the exclusive use and benefit of the University for the support of higher education in Alaska. Upon statehood, the State of Alaska accepted trustee responsibility for these "grant" lands.

It is the University's contention that the land was improperly managed, disposed of and leased by the State. The University of Alaska initiated two law suits which asked for the return of the land and for monetary compensation. In 1981, the Alaska Supreme Court rendered "the University grant lands are for the exclusive use and benefit of the University, and that such lands cannot be taken without compensation."

Following the Supreme Court's ruling, the University entered into negotiations with the State Departments of Natural Resources, Administration, and Revenue. After 13 months of negotiation, a settlement agreement was reached. CSSB 41 ratifies this document.

Senator Kerttula has indicated his interest in proposing an amendment which would state that 33% of all income generated from the trust lands shall be apportioned to renewable resource instruction and related facilities. A proposed draft is attached.

At my request, Esther Wunnicke, Commissioner of the Department of Natural Resources, met with the Attorney General's office to review the technical language in CSSB 41. All parties involved are satisfied with the language.

CSSB 41 will resolve the question of ownership and management of these "grant" lands. I recommend that this matter be taken care of as expeditiously as possible.

Previously, this fund was referred to as the University of Alaska Permanent Fund. Several reports on the fund have been presented to the Board of Regents, and a briefing paper on the fund has been distributed.

During a discussion of the fund with the Board of Regents Finance and Business Management Committee on December 2, 1982 in Anchorage, regents pointed out that additional Board of Regents policy was needed to govern how annual earnings from the fund were to be used. Legislators have also asked related questions in connection with the land settlement legislation they are now considering.

Existing Regents' policy is as follows:

Permanent Fund

05.07.81

Funds available as provided by Alaska Statutes 14.40.400 are restricted and may not be expended for any purpose other than for land management activities without the approval of the Board of Regents.

Approval to rewrite Regents' policy 05.07.81 as follows is requested:

Land Grant Trust Fund

05.07.81

Funds available as provided by Alaska Statutes 14.40.400 are restricted and may not be expended for any purpose other than for land management activities without the approval of the Board of Regents. Such expenditures may include, with specific Board of Regents approval in each case, required funding of an emergency nature, the provision of a margin of support over and above what would otherwise be possible through underlying funding provided by the State to enhance the quality of the University's fisheries, agricultural, forestry and other academic programs, and money for faculty development, to improve the quality of the faculty and to keep faculty members up-to-date.

minerals

This item has been reviewed by Land Management Director, Merry Tuten, Vice President Carter and President Barton.

The President recommends that:

MOTION

"The Finance and Business Management Committee recommends that the change in policy as shown above be approved by the Board of Regents. This motion is effective March 11, 1983."

POSSIBLE ADDITION -- Part of the annual investment earnings each year will not be spent but will be used to increase investment capital, to increase earnings in subsequent years. The annual income so retained for investment each fiscal year will be an amount equal to the increase in the federal government's Consumer Price Index for the previous calendar year.

FOR BOARD
OF REGENTS
TO APPROVE
4/15/83

Alaska State Legislature

BETTYE FAHRENKAMP, Chairman
ROBERT H. ZIEGLER, SR., Vice Chairman
DICK ELIASON
PAUL FISCHER
VIC FISCHER
BOB MULCAHY
ARLISS STURGULEWSKI



POUCH V
STATE CAPITAL
JUNEAU, ALASKA 99811
(907) 465-3834
(907) 465-3835

Senate

Committee on Resources

MEMORANDUM

TO: Senate Judiciary Committee Members

FROM: Senator Bettye Fahrenkamp *[Signature]*

RE: Committee consideration of SB 41

DATE: March 21, 1983

As prime sponsor of SB 40 and 41, legislation to transfer title, management and control of university lands to the University and making appropriations for prior disposal or use of these lands, I am concerned that we not change the original intent of their permanent fund.

SB 40 would appropriate \$4.2 million to the University's permanent fund. Prior to 1935 the income from this permanent fund was held in trust by the Department of Revenue and be expended exclusively for the agricultural school at the school of mines. In 1935 the Territorial Legislature passed a law giving the University's Board of Regents the exclusive right to determine how the income from the permanent fund would be spent while maintaining the fund itself in trust.

Any effort to take this prerogative from the Board of Regents is counter to the original federal Trust Law which was the basis for constitutionally dedicating this fund. It has never been intended that the Legislature should make these decisions and currently is not the practice.

It is my concern that should the Committee decide to act favorably on SB 40 and 41 that they would maintain the integrity of the existing permanent fund by allowing the University to manage and control their own lands and the interest proceeds from the aggressive and productive management of these lands.

STATE OF ALASKA
THE LEGISLATURE

To Sen. E. E. ...

POUCH Y. STATE CAPITOL
JUNEAU, ALASKA 99811
907-465-3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

March 14, 1983

SUBJECT: SB 41 amendments
TO: Senator Jalmar M. Kerttula
FROM: Richard A. Bradley
Legislative Counsel *B*

After our conversation Tuesday, I reviewed the laws relating to the University and its funding. The context of your question derives from your earlier request that the University be required to apportion no less than one-third of the income received by the University from the so-called trust land to "the agricultural experiment station and to agricultural, fishery, and forestry instruction enrichment and to related research programs."

The only problem with that approach was that it violated the prohibition against dedicated funds. Article IX, section 7, Alaska Constitution.

After discussing the matter with you in the latter part of last week, I agreed to draft bill language, presumably for inclusion into SB 41, that would limit the University to the expenditure of the income from the trust lands only under an appropriation made by law.

I may say that this amendment should be considered unnecessary. The income from assets of the state, whether they go to the "general fund" or some other fund, should be understood to be covered under Article IX, section 13, which provides that: "No money shall be withdrawn from the treasury except in accordance with appropriations made by law". Since the University is a part of the state government, the requirement clearly applies to them.

* Sec. AS 14.40.290(a) is amended to read:

(a) The University of Alaska shall hold all property acquired by it. The Department of Administration,

March 14, 1983

upon requisitions by the Board of Regents signed by its president and secretary if consistent with an appropriation made to the University of Alaska by the legislature, shall pay to the treasurer of the Board of Regents all federal land grant college funds coming into the possession of the Department of Administration and subject to requisition by the Board of Regents and shall disburse federal funds in aid of land grant colleges in accordance with the federal statute providing for disbursement and with an appropriation made to the University of Alaska by law.

* Sec. . . AS 14.40.400 (c) is amended to read:

(c) The income from the trust fund shall be used exclusively for the Agricultural College and School of Mines under appropriations made by law.

If I may assist further, please advise.

RAB:ljb

1/040

ALASKA STATE LEGISLATURE - SENATE

SENATOR RICHARD I. ELIASON



LABOR AND COMMERCE COMMITTEE, CHAIRMAN
RESOURCES COMMITTEE
JUDICIARY COMMITTEE
FISHERIES SUB-COMMITTEE

P.O. BOX 143
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MEMORANDUM

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Sherman Carter
Executive Vice President
474-7448

University of Alaska
Fairbanks, Alaska 99701

RECEIVED
OFFICE OF LAND MANAGEMENT

DIST.

LOG #

March 15, 1983

TO: President Barton and Members of the Board of Regents
FROM: Sherman Carter *Sherman Carter*
SUBJECT: Regents' Policy Governing Expenditure of Income From
Land Grant Trust Fund

An annotated extract from agenda materials for the Regents' Finance and Business Management Committee meeting which was held on 11 March is attached. The committee voted to add the word "minerals" to the proposed policy statement as shown on the extract.

The committee also decided that the Board of Regents should consider, during its meeting on 14-15 April, adopting a statement of policy which would cause some investment earnings each year to be reinvested, rather than spent, in order to "inflation-proof" the fund. A possible addition to the proposed regents' policy to accomplish this purpose is shown on the bottom of the page attached.

The financial history of the fund is shown on page 3 of the attached yellow booklet. I have included in that booklet, on the page opposite to page 3, numbers to show how principal and income would have been changed over the years if 6 percent of the investment income each year had been retained for investment. The actual consumer price index, of course, differed from year to year; it was 3.9 percent in 1982 and 8.9 percent in 1981. But, for the decision which the regents now wish to make, the 6 percent number used, rather than actual annual changes in the consumer price index for each of the preceding 20 years, may be adequate. Or, the wholesale price index or another index of inflation might be used.

Here are related considerations:

1. Issue #2 on page 6 of the yellow booklet discusses the matter of the need to "inflation-proof" the principal of this fund.
2. The proposed policy statement without the possible addition allows the Board of Regents maximum flexibility. In some years, not all earnings have been spent;

President Barton and Board of Regents

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the regents have elected to retain certain income for investment and use in the future. During the current fiscal year, all investment earnings will be needed and used for land management activities, for the salary and operating costs for an assistant legal counsel who has worked on land matters, and for the rent of office space.

3. The legislature, in passing out the land bill, seemingly may include restrictions on use of the annual income. As of this writing, my impression is that Senator Kerttula favors including legislation which would cause at least one-third of the earnings to be used for the university's agricultural experiment station, fisheries, forestry and other programs dealing with renewable resources.
4. If the aforementioned-restriction on the use of the fund's income were the only one, this would in itself not be too much of an imposition for the university to live with, in my personal view. But in some years, as during the current fiscal year, the regents may determine that there are even more critical things which need to be done with these investment earnings.
5. In all work regarding the use of income from the land-grant trust fund, the university administration has worked (a) to maximize the regents' authority over, and to minimize regents' restrictions on, the use of these investment earnings, and (b) to resist the use of this income to cause a simple, direct offset and reduction to be made in general fund support for the university.

Unless I am instructed to do differently, I shall recommend that President Barton submit to the Board of Regents, for its April meeting, the amended policy statement shown on the page immediately below, for consideration, adoption or change. If regents wish to receive any further information or would like to have other action taken in any of these regards, I request that they please let me know.

SFC/pe

Attachments

7. University of Alaska Land Grant Trust Fund

Previously, this fund was referred to as the University of Alaska Permanent Fund. Several reports on the fund have been presented to the Board of Regents, and a briefing paper on the fund has been distributed.

During a discussion of the fund with the Board of Regents Finance and Business Management Committee on December 2, 1982 in Anchorage, regents pointed out that additional Board of Regents policy was needed to govern how annual earnings from the fund were to be used. Legislators have also asked related questions in connection with the land settlement legislation they are now considering.

Existing Regents' policy is as follows:

Permanent Fund 05.07.01

Funds available as provided by Alaska Statutes 14.40.400 are restricted and may not be expended for any purpose other than for land management activities without the approval of the Board of Regents.

Approval to rewrite Regents' policy 05.07.01 as follows is requested:

Land Grant Trust Fund 05.07.01

Funds available as provided by Alaska Statutes 14.40.400 are restricted and may not be expended for any purpose other than for land management activities without the approval of the Board of Regents. Such expenditures may include, with specific Board of Regents approval in each case, required funding of an emergency nature, the provision of a margin of support over and above what would otherwise be possible through underlying funding provided by the State to enhance the quality of the University's fisheries, agricultural, forestry, and other academic programs, and money for faculty development, to improve the quality of the faculty and to keep faculty members up-to-date.

minerals

FOR BOARD OF REGENTS TO APPROVE 4/15/83

This item has been reviewed by Land Management Director, Merry Tuten, Vice President Carter and President Barton.

The President recommends that:

MOTION

"The Finance and Business Management Committee recommends that the change in policy as shown above be approved by the Board of Regents. This motion is effective March 11, 1983."

POSSIBLE ADDITION --

Part of the annual investment earnings each year will not be spent but will be used to increase investment capital, to increase earnings in subsequent years. The annual income so retained for investment each fiscal year will be an amount equal to the increase in the federal government's Consumer Price Index for the previous calendar year.

STATE OF ALASKA
THE LEGISLATURE

ALASKA STATE CAPITAL
JANUARY 1, 1959
1974-1975

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

February 28, 1983

SUBJECT: Amendment for SB 41

TO: Senator Jalmar M. Kerttula

FROM: Richard A. Bradley *B*
Legislative Counsel

Your letter to Senator Eliason stated that we are drafting an amendment to SB 41; because your request did not specify a particular version of SB 41 and Anna did not suggest a particular bill, it seems that the best answer is simply to provide you with suggested language and then at a later time we may insert it into a bill.

I may say that the subject of the use of university land is slightly outside the narrow subject of SB 41 and CSSB 41 (Resources), which is the ". . . transfer of the ownership and management of University of Alaska trust land" If you wish to be prudent on this subject, I suggest "An Act relating to University of Alaska trust land; and providing for an effective date." in place of the existing language.

As far as the particular substantive language to achieve your goal, I suggest:

* Sec. . AS 14.40 is amended by adding a new section to read:

Sec. 14.40.445. INCOME FROM TRUST LAND. No less than one-third of the income received by the Board of Regents from the management or disposal of land conveyed to the Board of Regents under AS 14.40.-170(a)(4)(B) may be apportioned to the agricultural experiment station and to agricultural, fishery, and forestry instruction enrichment and to related research programs.

If I may be of further assistance, please advise.

RAB:ljb
9/022



Alaska State Legislature

Senate

Office of the President

Pouch V
State Capitol
Juneau, Alaska 99811

Official Business

MEMORANDUM

TO: Senator Richard Eliason

FROM: Senator Jay Kerttula,
Senate President

A handwritten signature in black ink, appearing to read "J. Kerttula".

RE: amendment to SB 41, concerning the University of Alaska Trust
Land Settlement Agreement.

In the spirit of the 1862 federal legislation creating land grant institutions, I feel the University of Alaska should allocate a percentage of its income from the land trust to renewable resource instruction and their related facilities.

Legal Services is drafting an amendment to SB 41 stating that 33% of all income generated from these trust lands shall be apportioned to the Experimental Farm and Agriculture, Fisheries, and Forestry instruction enrichment and their related research programs.

cc: Bill Berrier, Legal Services

JK:ak:jdk

STATE OF ALASKA

BILL SHEFFIELD, GOVERNOR

DEPARTMENT OF NATURAL RESOURCES

OFFICE OF THE COMMISSIONER

POUCH M.
JUNEAU, ALASKA 99811
PHONE:

(907) 465-2400

February 10, 1983

The Honorable Richard I. Eliason
Alaska State Legislature
Pouch V
Juneau, AK 99811

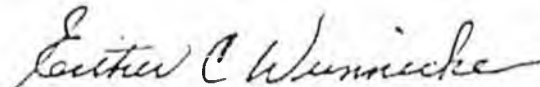
Dear Senator Eliason:

As you requested, we have reviewed the Resources Committee Substitute for Senate Bill 41 in consultation with the Attorney General's Office, and are satisfied with the language of the CS.

On January 31, we testified in support of the bill before a joint meeting of the House and Senate Resources Committees. The Agreement which SB 41 ratifies was signed by the Commissioner of Revenue, Administration and Natural Resources in March of 1982. This department has consistently supported the Agreement as an equitable resolution of the questions raised by the State's prior management of University grant lands, and of the 1981 Alaska Supreme Court decision on that subject.

Please let me know if you have any comments or questions.

Sincerely,


Esther C. Wunnicke
Commissioner

INTRODUCTION OF BILLS (Senate)(cont'd)

Appropriations
(special and
transfers--
U of A land
settlement)

SENATE BILL NO. 40, by Senators Fahrenkamp, Bennett, Moss and Sturgulewski. Appropriates \$4.2 million to the Dept. of Revenue for deposit in the fund established under AS 14.40-400. That account is a trust fund for money from the sale or lease of lands granted to the University by the federal government. The purpose of the payment is the settlement of certain claims of the University of Alaska to certain state land under paragraph 10(a) of the Settlement Agreement between the state and the Univ. of Alaska Board of Regents that was submitted to the Legislature on March 26, 1982. (See SB 41, below.)

Provides for the transfer of up to \$148,000 from the University's FY 83 operating budget to the Dept. of Law for expenses related to the implementation of the Settlement Agreement.

Effective on the effective date of SB 41, which ratifies the Settlement Agreement.

Introduced January 18 and referred to Resources, Health, Education & Social Services and Finance.

U of A Land
Settlement

SENATE BILL NO. 41, by Senators Fahrenkamp, Bennett, Moss, Sturgulewski and Ferguson. Provides for the settlement of certain claims and litigation and transfers ownership and management of certain land from the Dept. of Natural Resources to the Board of Regents of the University of Alaska.

Ratifies the terms of the document entitled "Settlement Agreement Between the Department of Natural Resources, the Department of Revenue, and the Department of Administration and the University of Alaska and the Board of Regents, as trustees for the University of Alaska," which was submitted to the Alaska Legislature on March 26, 1982.

Sec. 4 amends the duties of the Board of Regents in AS 14.40.170(a)(4) to officially grant the Regents responsibility for the care, control and management of the lands conveyed to the University by the settlement.

Sec. 5 adds that the Regents must also: "(7) adopt reasonable rules for the management of the land of the university;" and "(8) provide public notice of sales, leases, and transfers of the land of the university or of interests in land of the university."

Sec. 6 adds to AS 14.40: "14.40.365. LAND OF THE UNIVERSITY OF ALASKA NOT PUBLIC LAND. Notwithstanding any other provision of the law, the land owned by the University of Alaska is not and may not be treated as public land of the state."

Provides for an immediate effective date.

Introduced January 18 and referred to Resources, Health, Education & Social Services and Finance. (See HB 28, similar and HB 46, identical.)

COMMITTEE REPORTS (Senate)(cont'd)

SB 16 (cont'd)

City School District; new secondary programs; enrollment increases; and the impact of BIA school transfers. However, the BIA school transfer cost can properly be funded through use of the established Federal Budget Impact Fund. If that source were used to meet the costs of the BIA school transfers, the appropriation amount in SB 16 could be reduced by \$7,901,600.

Appropriation SENATE BILL NO. 17, (see pages 5;87). On January 31 the (assistance to municipalities) Community & Regional Affairs Committee submitted an amendment to SB 17. It would appropriate the money to the Municipal Assistance Fund for distribution to municipalities for the fiscal year ending June 30, 1983 (original bill reads "1984"). The bill is now in Finance.

Appropriations SENATE BILL NO. 40, (see page 13). Reported back to the (spec. & transfers/U of A land settlement) Senate on February 1 by Resources with a majority of the committee recommending it do pass. Senators Mulcahy and Paul Fischer signed "no recommendation." To Health, Education & Social Services.

U of A Land Settlement SENATE BILL NO. 41, (see page 13). On February 1 the Health, Education & Social Services Committee referral was waived.

Reported back to the Senate on February 4 by Resources with the committee recommending it be replaced with Resource Committee Substitute and that it do pass. The bill was given an additional referral to the Judiciary Committee. To Judiciary, then Finance.

The Resources CS rewords new duties of the Board of Regents added by bill (Sec. 5). Board would be required to "(7) adopt reasonable rules for the prudent trust management and the long-term financial benefit to the university of the land of the university" and "(8) provide public notice of sales, leases, exchanges, and transfers of the land of the university or of interest in land of the university." (Underlined words added by Judiciary CS.)

Resources
Expands new section added by Sec. 6 of bill regarding control of U of A lands. As amended by the Judiciary CS, the new section would read: "LAND OF THE UNIVERSITY OF ALASKA NOT PUBLIC DOMAIN LAND. Notwithstanding any other provision of law, university-grant land, state replacement land that becomes university-grant land on conveyance to the university, and any other [THE] land owned by the University of Alaska is not and may not be treated as state public domain land [PUBLIC LAND OF THE STATE]. Title or interest to land described in this section may not be acquired by adverse possession, prescription, or in any other manner except by conveyance from the university. The land is subject to condemnation for public purpose in accordance with law." (Underlined material added, bracketed material deleted from original bill by Judiciary CS.)

Resources
Adds new Sec. 8 to bill stating that nothing in the settlement offered by the bill precludes or prejudices negotiations between plaintiffs and the defendants in a pending case, Verne T. Weiss v.

COMMITTEE REPORTS (Senate)(cont'd)

SB 41 (cont'd)

State of Alaska.

Adds new Sec. 9 which directs the Board of Regents to submit a report to the Legislature within 10 days of the convening of the 1985 session (first session of the 14th Legislature) outlining the goals, objectives, and plans of the university for the management of the trust lands.

Const. Conven-
tion Question
(info. in
election
pamphlet)

SENATE BILL NO. 54, (see page 19). Reported back to the Senate on February 2 by State Affairs with the committee recommending it do pass. To Rules.

Office of
Budget &
Management
(creating)

EXECUTIVE ORDER NO. 53, (see page 70). On February 1 the State Affairs Committee found EO 53 to be satisfactory and recommended that it be allowed to become law. The Health, Education & Social Services referral was waived and the bill was sent to Finance.

BILLS PASSED (Senate)

Joint Commit.
on Legis.
Reform
(establishing)

CS FOR SENATE CONCURRENT RESOLUTION NO. 2 (RLS), (see page 87). Reported back to the Senate on February 3 by Rules with a majority of the committee recommending it be replaced with Rules Committee Substitute and that it be placed on the Feb. 3 calendar.

The Rules CS changes the termination date of the committee to February 1, 1984 or upon submission of final report, whichever is first. (Under original, the committee would have terminated on adjournment of the 1983 session, or upon submission of final report, whichever came first.)

February 3 the Rules CS was adopted 11-8-1. Nays: Fischer, Gilman, Halford, Kelly, Pettyjohn, Rodey, Sturgulewski, Ziegler. Absent: Moss.

An amendment by Halford (Am. No. 1) to include at least one member of the minority on the committee was defeated on voice vote. CSSCR 2(Rls) then passed the Senate, 11-8-1 (same yeas and nays). Senator Gilman gave notice of reconsideration of his vote.

February 4, on reconsideration, the Senate failed to rescind its action in failing to adopt Amendment No. 1, 8-8-3-1. Passed on reconsideration, 16-0-3-1. Excused: Bennett, Fahrenkamp, Sackett. Absent: Moss.

order question, it is inappropriate to address the excessiveness issue at this point. We do not think that further briefing on the excessiveness issue would be of any significant value, although the parties may choose to address the issue further.

As to appellant Smith, the judgment of the superior court is Affirmed. As to appellant Mossberg, the judgment of conviction is Affirmed. Decision of the sentence appeal is postponed pending further briefing and oral argument before this court.

BURKE and BOOCHEVER, JJ., not participating.



STATE of Alaska, Appellant,

v.

UNIVERSITY OF ALASKA, Appellee.

No. 4579.

Supreme Court of Alaska.

Feb. 27, 1981.

State brought action for injunctive relief, damages and declaratory judgment that developers were trespassing on land which was within state park and which had been granted to State by federal government for support of University of Alaska. University intervened and sought declaratory judgment whether such land could be used for purposes other than support of University. The Superior Court, Third Judicial District, Anchorage, James K. Singleton, J., determined that inclusion of university lands in state park constituted a breach of federal trust, invalidated portion of statute including such land within park, and awarded attorney fees to University, and State appealed. The Supreme Court, Connor, J., held that: (1) such land, which had been granted for support of University,

could not be used for other public purposes; (2) inclusion of the land within state park violated provision of federal grant under which land was to be held in trust for University; (3) state constitutional provision did not preclude legislature from disposing of university land without obtaining University's approval; (4) proper remedy would not be invalidation of statute, but, rather, the remedy of inverse condemnation and either awarding monetary damages or exchanging lands having an equal fair market value; (5) attorney fees were not covered by rule providing that failure of party to serve cost bill and notice as required by such rule would be construed as a waiver of his right to recover costs; (6) permitting University to file request for attorney fees 13 days after judgment was not abuse of discretion; (7) award of \$15,000 in attorney fees was excessive; and (8) trial court was not precluded from awarding attorney fees, though both parties were state entities.

Affirmed in part, reversed in part, and remanded.

1. Public Lands ⇌ 51

Lands, which federal government granted to territory of Alaska for support of University of Alaska, could not be used for other public purposes, though Congress repealed statutory provision to effect that lands granted to the territory were to be held by the territory in trust. AS 14.40.390, 14.40.400, 38.05.005, 38.05.065, 38.05.066, 41.20.210; 48 U.S.C. (1964 Ed.) § 354a(a, b-f); Const. Art. 12, § 13.

2. Public Lands ⇌ 51

Inclusion of land within state park, without compensation to University of Alaska, violated provision of federal grant under which land was to be held in trust for University. AS 41.20.210; 48 U.S.C. (1964 Ed.) § 354a(b-f).

3. Public Lands ⇌ 51

Principle that trustee has a duty to administer private trust solely in interest of beneficiaries is applicable to federal land granted to state for school purposes.

4. Colleges and Universities ⇨6(5)

Statute, which provided that no disposal of university lands could be made without approval of Board of Regents of University of Alaska, would be applicable only to disposals of land by Commissioner of Natural Resources, and did not apply to disposal of university lands by the legislature. AS 38.05.030(a).

5. Colleges and Universities ⇨6(5)

State constitutional provision, which stated that University of Alaska had title to all real and personal property set aside for or conveyed to it and that its property was to be administered and disposed of according to law, did not preclude legislature from disposing of university land without obtaining University's approval. Const. Art. 7, § 2; Art. 8, §§ 2, 7; Art. 12, § 11; Laws 1978, c. 182, § 3(c); AS 14.40.170(4), 38.05.030(a), 41.20.210.

6. Colleges and Universities ⇨2

Statute creating state park, in which University of Alaska's land was included, did not impliedly repeal statute providing that no disposal of university lands could be made without approval of University's Board of Regents. AS 14.40.170(4), 38.05.030(a), 41.20.210.

7. Declaratory Judgment ⇨204

Issue whether, if board of regents wishes to dispose of university land granted to state under certain act, the Commissioner of Natural Resources had to carry out the disposal was not ripe for review where the requested disposal was not made by Department of Natural Resources because the land had been included in state park and there was no reason to assume that there was a general problem or that there was a likelihood of a recurring controversy concerning such issue if the University of Alaska was not compensated. 48 U.S.C. (1964 Ed.) § 354a.

8. Eminent Domain ⇨266

Proper remedy, in regard to breach of trust arising when statute creating state park included University of Alaska's land within the park without compensation, would not be the invalidation of the statute,

but, rather, the remedy of inverse condemnation and either awarding monetary damages or exchanging lands having an equal fair market value. 48 U.S.C. (1964 Ed.) § 354a; AS 41.20.210, 41.20.210(11).

9. Costs ⇨203

Though attorney fees were costs, such fees were not covered by rule providing that party entitled to costs was to serve on each of the other parties to the action or proceeding a cost bill, together with notice when application was to be made to the clerk to tax costs, that cost bill was to distinctly set forth each item claimed and that failure of a party to serve a cost bill on notice as required by the rule was to be construed as a waiver of his right to recover costs. Rules of Civil Procedure, Rule 79(a).

10. Costs ⇨199

It is within discretion of trial court to impose a time limit for filing for attorney fees.

11. Costs ⇨199

In action involving issue whether lands granted by federal government for support of University of Alaska could be used for other public purposes, permitting University to file its request for attorney fees 13 days after the judgment was not abuse of discretion. Rules of Civil Procedure, Rule 82.

12. Costs ⇨172

In action which related to issue whether lands originally granted to state by federal government for support of University of Alaska could be used for other public purposes and in which University requested an award of attorney fees in the amount of \$16,196, award of \$15,000 in attorney fees to University was excessive, in light of fact that there was no evidence that State's claim was frivolous, vexatious or devoid of good faith. Rules of Civil Procedure, Rule 82.

13. Colleges and Universities ⇨1

University of Alaska enjoys, in some limited respects, a status which is coequal rather than subordinate to that of the exec-

utive or legislative arms of government. AS 14.40.040; Const. Art. 7, §§ 2, 3.

14. States ⇐215

In action involving issue whether lands originally granted to State by federal government for support of University of Alaska could be used for other public purposes, trial court was not precluded from awarding University attorney fees against State, though both parties were state entities and it was asserted that the fees would ultimately come from the same fund. AS 14.40.040; Const. Art. 7, §§ 2, 3.

Barbara J. Miracle and Thomas E. Meacham, Asst. Attys. Gen., and Avrum M. Gross, Atty. Gen., Juneau, for appellant.

Brian J. Farney and Mary Louise Molenda, Abbott, Lynch & Farney, Anchorage, for appellee.

OPINION

Before RABINOWITZ, C. J., CONNOR, BURKE and MATTHEWS, JJ., and DIMOND, Senior Justice.

CONNOR, Justice.

The principal issue in this case is whether lands that were originally granted to the state by the federal government for the support of the University of Alaska may now be used for other public purposes. The state contends that university lands can be included in Chugach State Park without paying compensation. The superior court held that the inclusion of the university lands in the state park constituted a breach of trust and invalidated the portion of AS 41.20.210 which included the university land in the park. It awarded substantially full attorney's fees to the university.

We conclude that the trial court was correct in holding that it was a breach of a federal trust to include university land in the park without compensation, but we conclude that invalidating the statute was er-

ror. The proper remedy in this case is to award compensation to the university. We also hold that it was improper to award substantially full attorney's fees to the university.

I. Facts

The facts in this case are not in dispute. A group of real estate developers (Village Developers, *et al.*) wished to build a housing development known as Innsbruck Village. All the proposed land for the development, consisting of about 710 acres, is a privately owned inholding within the boundaries of Chugach State Park. Between this enclave of private land and the park boundary are two sections of land designated as Sections 11 and 14 of Township 15 North Range 1 West, Seward Meridian. In 1961, the state received the patent to the bulk of the land in these two sections¹ from the United States under the authority of the Act of January 21, 1929, ch. 92, 45 Stat. 1091 (1929), which allows the state to select 100,000 acres of vacant unreserved land from the federal domain for the "use and benefit" of what is now the University of Alaska. This is not land to be used as the site of a university campus; rather, it is an asset of the university to be used for its support through its retention and use or its eventual sale.

The real estate developers wished to widen and reroute a portion of a then existing road that provided the only access into the private land. This road cuts across the two sections of university land. In July, 1977, the developers applied to both the university and the state Department of Natural Resources for permission to do the road work. The university granted its permission in December, but on April 5, 1978, the Department of Natural Resources denied its permission.

At the time the state denied its permission, a survey crew employed by the developers had already been on the road for several days and had cut some trees and brush. On April 12, the state filed a com-

1. The remaining land in the sections is private land acquired under homestead entry prior to the state patent.

plaint seeking an injunction halting any further work, a declaratory judgment that the developers were trespassing, and damages.

The developers, in their answer and a motion for partial summary judgment, stated among other defenses and counterclaims that the court should not permit the state to treat the university land as park land. The state, in opposing this contention, maintained that the land belonged to the state, the legislature had included the land in Chugach State Park, and therefore it had to be managed in a manner compatible with park land. The state further took the position that the Board of Regents of the university had no power to force the state to grant a right of way over this land and that the university's permission to the developers had no effect.

At a hearing on the summary judgment motion, the court decided to permit the University of Alaska to intervene as a party. The court was concerned that any decision regarding the relatively minor dispute between the developers and the state over a piece of road construction could have a far-reaching effect on the future management of university lands. When the university intervened as a defendant, it sought a declaratory judgment not only as to the land specifically involved in the road dispute, but also as to the total 5,040 acres of university land included in Chugach State Park.²

In a memorandum decision, the trial court concluded, first, that the land granted to the university continued to be retained in trust for the university under the federal grant; second, that by placing the university land in Chugach State Park the state violated the purpose of the trust; third, that under Alaska law, the Board of Regents must be consulted whenever there is a disposition of land, and there was no approval by the Board to place this land in a state park; and fourth, that when the Board of Regents seeks a disposal of its land, as was done in this case by approval of

2. The university apparently did not sue when Chugach State Park was first created because of uncertainty as to whether university lands

the road building plan, the state Department of Natural Resources must acquiesce, and carry out the disposal as a ministerial duty. The trial court's ultimate conclusion was that the university lands were not part of the Chugach State Park because the legislature's enactment including the lands in the park was invalid. A final order to this effect was entered.

The state has appealed from the court's judgment. After the court entered its final order, the state and the developers settled. The only remaining dispute is between the university and the state.

II. Violation of Federal Trust

[1] The state's principal argument in this appeal is that the grant of 100,000 acres of federal land for the support of higher education in the Territory of Alaska under the 1929 Act is no longer restricted to the narrow purpose envisioned by that Act. While the state recognizes that the 1929 Act originally required university lands to be managed solely for the benefit of the university, the state apparently now believes that these lands may be managed with multiple objectives in mind, some of which may be compatible with the support of the university and some which may not be compatible. It does not believe that the university must be compensated for placing the land in the state park. The state's reasoning is based on the action of Congress, which has repealed certain sections of the original 1929 land grant.

A review of the subsequent history of the 1929 land grant shows that the state's argument is without support. We agree with the trial court that putting university lands into a state park without compensation to the university was a breach of the trust.

A. The 1929 Act.

The 1929 Act originally consisted of seven sections. The first, which is still in effect, is a habendum clause describing the size of the grant and its purpose. In particular, it

within the state park boundaries were to be treated as private inholdings or managed like other park lands.

states that the land is granted "for the exclusive use and benefit of the Agricultural College and School of Mines" (now the University of Alaska) (emphasis added). Section 2 of the Act, which is also in effect, states that the land granted cannot be used for the support of any religious institution. The remaining five sections, which are now repealed, contained detailed provisions relating to the sale or disposal of land. For example, they required that land be sold to the highest bidder at a public auction, that timber and other products from the land be sold at their appraised value, and that funds derived from the sale of lands be held in trust. Transactions in violation of the Act were "null and void," and the Attorney General of the United States was empowered to enforce the Act.

Language which is nearly identical to that contained in sections 3 through 7 of the 1929 Act appears in sections 10 and 28 of the New Mexico-Arizona Enabling Act, ch. 310, 36 Stat. 557 (1910), which makes grants of extensive amounts of federal land for school purposes to those states. The reason for these provisions in the New Mexico-Arizona Enabling Act was explained by the United States Supreme Court in *Lassen v. Arizona*, 385 U.S. 458, 463-64, 87 S.Ct. 584, 587, 17 L.Ed.2d 515, 520 (1967):

"All the restrictions on the use and disposition of the trust lands, including those on the powers of sale and lease, were first inserted by the Senate Committee on the Territories. Senator Beveridge, the committee's chairman, made clear on the floor of the Senate that the committee's determination to require the restrictions sprang from its fear that the trust would be exploited for private advantage. He emphasized that the committee was influenced chiefly by the repeated violations of a similar grant made to New Mexico in 1898. The violations had there allegedly consisted of private sales at unreasonable

low prices, and the committee evidently hoped to prevent such depredations here by requiring public notice and sale. The restrictions were thus intended to guarantee, by preventing particular abuses through the prohibition of specific practices, that the trust received appropriate compensation for trust lands." (footnotes omitted).

The nearly identical language used in the grant of land to the Territory of Alaska was undoubtedly placed in the Act to prevent the same kind of abuses by the territorial government.

The State of Alaska acquired the rights to the land granted by the 1929 Act by section 6(k) of the Alaska Statehood Act, Pub.L.No.85-508, 72 Stat. 339 (1958), which provides in relevant part:

"Grants previously made to the Territory of Alaska are hereby confirmed and transferred to the State of Alaska upon its admission."

Article XII, section 13, of the state constitution provides that any land taken by the state under a federal grant will be accepted under the "terms or conditions of the grants."³ In *Wessells v. State Department of Highways*, 562 P.2d 1042 1051 n.34 (Alaska 1977), we recognized that acceptance of grants of school lands under this section created a trust with the state acting as trustee.

B. The 1966 repeal.

In 1966, the United States Congress repealed sections 3 through 7 of the 1929 Act. Pub.L.No.89-588, 80 Stat. 811 (1966). The state asserts that this repeal means that there are no longer any federal restrictions on the use of the land granted under the 1929 Act. Its principal contention is that the repealing of section 3 of the Act removed any federal trust obligations. Section 3 had provided, in part:

the terms or conditions of the grants of lands or other property, are consented to fully by the State and its people."

AS 14.40.390 implements the above section, and AS 14.40.400 establishes a trust fund for revenues derived from university lands.

3. The full text of article XII, section 13, provides:

"Consent to Act of Admission. All provisions of the act admitting Alaska to the Union which reserve rights or powers to the United States, as well as those prescribing

"[I]t is hereby declared that all lands granted to said Territory are hereby expressly transferred and confirmed to the said Territory and shall be by the said Territory held in trust"

The state concludes that, once this language was repealed, the state could establish its own guidelines for how the land should be used.

The legislative history of the repeal, the history of the school land grants in general and the plain wording of the habendum clause of section 1 make this theory of the state unsupportable.

First, it is abundantly clear from the legislative history that Congress was willing to repeal sections 3 through 7 of the 1929 Act because it was satisfied that Alaska had adequate procedures in its own statutory law to prevent the type of abuses that the repealed sections were designed to prevent. In particular, it should be noted that in its first session in 1959, Alaska's new state legislature enacted a bill that provided for the disposal of public lands and resources along principles nearly identical to those contained in sections 3 through 7 of the 1929 Act. Like the 1929 Act, the state law required that lands and resources be sold to the highest bidder. See Ch. 169, art. IV, § 2, and art. VI, § 3, SLA 1959. In floor debates on the bill, Representative Rivers from Alaska was asked by one of his colleagues to clarify that Alaska had adequate procedural safeguards to manage university lands. Because of Alaska statutory law, Representative Rivers could assure him

that such protections existed. It hardly seems possible that Representative Rivers intended to convey the message the state now asserts, that in fact the state would be free to use university lands for any purpose which it saw fit under some broad concept of the "public interest."⁴

Second, the state's argument fails to appreciate that, if Congress had intended to allow land to be used for other than university purposes, this would have signaled a major shift in federal land policy. The statehood enabling acts of at least nine other western states contain allocations of acreage for school trust lands totaling approximately 40 million acres. See Note, *Compensation for Highway Easements Over School Trust Lands*, 42 Wash.L.Rev. 912, 912 n.5 (1967). In 1962, Arizona's legislature petitioned Congress to modify its enabling act so that municipalities could use school trust lands for parks, schools and other public purposes and compensate the trust at less than fair market value. Bills introduced by the Arizona congressional delegation failed to pass both houses. See Udall, *Arizona's Public Lands—Mixed Blessing, Mixed Burden*, 8 Ariz.L.Rev. 11, 13 (1966). It does not seem reasonable to conclude that Alaska, alone among western states, was to be treated so differently.

Finally, it is clear that the language of the 1929 Act that was not affected by the 1966 repeal continues to impose a trust obligation upon the state. As noted above, the habendum clause, which remains in effect, continues to require that the land be used

4. The following conversation took place:

Mr. HALL: I see no objection to the land of a land-grant college or university, or otherwise, being sold to the highest bidder. Does the gentleman mean to inform me directly that the laws of the State of Alaska now care for this, in lieu of the Federal restrictions? Mr. RIVERS of Alaska: Yes; and it is so stated in the report, which says that the change by the Congress would not be immediately effective because conforming legislation is still in effect or being considered by the State.

Mr. HALL: Mr. Speaker, I believe the gentleman knows I am a "States' righter" in most areas, and I believe in the 10th Amendment to our Constitution. If he is implying to me

that the State of Alaska now has inherent in its own code and laws the fact that it will make sales at public auction, and that they will maintain necessary restrictions for the protection of the State university and the State of Alaska—that is all I need.

Mr. RIVERS of Alaska: Mr. Speaker, I will say that the State will impose its own appropriate restrictions. But I must also say that the present law allows the sale of university lands by sealed bids as well as by public auction. With that one modification, I warrant all that the gentleman requires.

Mr. HALL: Mr. Speaker, I withdraw my reservation."

112 Cong.Rec. H. 21,749 (1966)

for the "exclusive use and benefit" of the university.

C. The trust violation.

[2] Because the land was to be held in trust for the university, we must determine whether inclusion of the land in Chugach State park caused a breach of the trust. The trial court concluded that the inclusion of university land in the park violated the trust provision of the federal grant. We agree. The use that can be made of park lands as compared to state lands in general is severely restricted. Trees may not be cut, minerals may not be removed, nor can the land be used for raising farm animals. The general principle is that park lands are to be managed in a way that will increase "the value of a recreational experience."⁵ It is apparent that this objective is incompatible with the objective of using university land for the "exclusive use and benefit" of the university. The implied intent of the grant was to maximize the economic return from the land for the benefit of the university. This intent cannot be accomplished if the use of the land is restricted to any significant degree.

5. 11 AAC 18.010 provides:

"On public lands located within the boundaries of a state park, surface or subsurface mineral (including gravel and rock) exploration or extraction, removal or cutting of timber or other plant growth, grazing or pasturing; of domestic animals, or other activities which do not increase park values or which do not add to the value of a recreational experience are incompatible uses and are prohibited without a permit from the director. The director shall issue a permit if he determines that the

- (1) ecology of state park lands will not be irreparably damaged or imperiled;
- (2) state park lands are protected from pollution;
- (3) public use values of the state park are maintained and protected; and
- (4) public safety, health and welfare will not be damaged or imperiled."

6. At least two courts have specifically concluded that the law of private trusts is applicable to land held by the state in trust for schools. See *Keys v. Carter*, 318 So.2d 862, 864 (Miss 1975); *State v. Rosenberger*, 187 Neb. 726, 193 N.W.2d 769, 773 (1972). As discussed in the text, the acceptance by Alaska of university

[3] It is well established in private trusts that "[i]t is the duty of a trustee to administer the trust solely in the interest of the beneficiaries." II A. Scott, *The Law of Trusts* § 170, at 1298 (3d ed. 1967). See G. Bogert, *The Law of Trusts and Trustees* § 541, at 157 (rev. 2d ed. 1978). *Lassen v. Arizona*, 385 U.S. 458, 87 S.Ct. 587, 17 L.Ed.2d 515 (1967), makes clear that the same private trust law principles are to apply to federal land granted to the states for school purposes.⁶ *Lassen* involved the question of whether and how much compensation must be paid by a state when it uses school lands for a highway right of way.

The Court noted that the enabling act granting the school land "unequivocally demands . . . that the trust receive the full value of any lands transferred from it. . . ." 385 U.S. at 466, 87 S.Ct. at 588, 17 L.Ed.2d at 522. Further, the intent of Congress was that "the grants provide the most substantial support possible to the beneficiaries and that *only* those beneficiaries profit from the trust." 385 U.S. at 467, 87 S.Ct. at 589, 17 L.Ed.2d at 522 (emphasis added).⁷ As noted in a more recent Supreme Court case, *Alamo Land & Cattle Co. v. Arizona*, 424 U.S. 295, 302, 96 S.Ct. 910, 915, 47 L.Ed.2d 1, 8

lands created a trust. *Wessells v. State Dept. of Highways*, 562 P.2d 1042, 1051 n.34 (Alaska 1977). The state has apparently recognized that at least as to funds derived from university lands, private trust law applies. See 1963 Op. Att'y Gen.No.13 (Alaska May 31, 1963), which liberally cites private trust law authorities in determining the proper management of the fund created by AS 14.40.400. The state offers no explanation why the lands granted to the university should be treated differently from lands derived from them, and we cannot find any logical reason why they should be.

7. It is clear in both these quoted passages that the Court reached this conclusion by examining those provisions of the New Mexico-Arizona Enabling Act which, like former sections 3 through 7 of the 1929 Act, provided for detailed procedures for maximizing the profit from the disposal of land. However, as discussed in detail above, repeal of those sections in the Alaska act was not meant to change this policy. It was only meant to allow the state to use its own similar procedures. Therefore, the language in *Lassen* is equally applicable to this case.

(1976), the ultimate conclusion of *Lassen* is that "even where the State itself is the acquirer, the Act's designated beneficiaries were to derive the full benefit of the grant."⁸

The state conjectures that there may still be an economic return from these lands because at some point in the future the Department of Natural Resources may allow ski tows or concession stands to be placed on them. The Supreme Court in *Lassen* rejected this type of speculation about the possible future value of land. The Arizona Supreme Court had concluded that it was safe to presume that a highway always increases the value of adjacent lands in an amount equal to the value of the right of way that has been taken. The United States, as amicus curiae, had suggested that, instead of using a presumption, any compensation paid into a trust be reduced by any proved enhancement. The Supreme Court rejected both arguments and concluded that the school trust had to be compensated for the actual appraised value of the land taken.

From the foregoing discussion, we conclude that the state has breached the trust by not compensating it for the value of the university land included in the park. The appropriate remedy is discussed in detail below.

III. Legislature's Power to Dispose of University Lands

[4] As discussed above, the trial court concluded that the disposal of university land without compensation violated a trust created by the 1929 Act. The court further concluded, however, that the state legisla-

ture had no power to dispose of university land without the express permission of the Board of Regents. The court reasoned that AS 38.05.030(a) prevents any disposal of university lands by the Commissioner of Natural Resources without the approval of the Board of Regents, and, because this was a disposal of land without the Board's approval, it was invalid.

While we agree with the trial judge's conclusion that this was a "disposal" of land, we conclude that AS 38.05.030(a) only covers disposals of land by the Commissioner of Natural Resources.⁹ The creation of Chugach State Park was a disposal by the legislature, not by administrative action, and therefore AS 38.05.030(a) is inapplicable.

[5] The university argues, on the basis of article VII, section 2, of the Alaska Constitution, that the legislature cannot control university land. That section provides:

"The University of Alaska is hereby established as the state university and constitutes a body corporate. It shall have title to all real and personal property now or hereafter set aside for or conveyed to it. Its property shall be administered and disposed of according to law."

The trial court concluded:

"The apparent intention of the framers of the Constitution was to insure that the University had legal title to all land and property actually utilized by it in its educational capacity."

This is a reasonable interpretation of the section, and in fact the legislature has given

8. Of all the states that received federal land grants for schools in their enabling acts prior to *Lassen* only Arizona, *Arizona Highway Dept. v. Lassen*, 99 Ariz. 161, 407 P.2d 747 (1965); and to a limited extent Wyoming, *Ross v. Trustees of Univ. of Wyo.*, 222 P. 3 (Wyo.1924), *aff'd on rehearing*, 31 Wyo. 464, 228 P. 642 (1924); had concluded that a public purpose use of school lands did not require compensation to a school trust fund. See *State ex rel. Galen v. Dist. Court*, 42 Mont. 105, 112 P. 706 (1910); *State ex rel. Johnson v. Central Neb. Pub. Power & Irrigation Dist.*, 143 Neb. 153, 8 N.W.2d 841 (1943); *State Highway Comm'n v. Walker*, 61 N.M. 374, 301 P.2d 317 (1956); *State Highway*

Comm'n v. State, 70 N.D. 673, 297 N.W. 194 (1941); Note, *Compensation for Highway Easements over School Trust Lands*, 42 Wash.L. Rev. 912, 913 n.6 (1967).

9. AS 38.05.005-040 governs the administration of public lands by the Commissioner of Natural Resources. AS 38.05.030(a) provides in part:

"The sale, lease or other disposal of university lands shall be made by the commissioner

No sale, lease, exchange or other disposal of university lands may be made without the approval of the Board of Regents of the University of Alaska."

title to lands in the area of the Fairbanks campus to the university. Ch. 182, § 3(c), SLA 1978. Moreover, the university takes any land it may have title to "according to law." As the state points out, only the legislature can make laws effecting the disposal of land, not the Board of Regents,¹⁰ so even if the university did have title to the land, the legislature would still be empowered to dispose of it.¹¹ The only veto power the Board of Regents has over disposals of land is defined by statute. Consequently, we believe that the legislature was free to dispose of this land without obtaining the approval of the university. In any event, as the federal patent makes clear, the state, not the university, was the grantee.

The natural resources article of the Alaska Constitution grants extensive powers to the legislature to control state lands. Article VIII, section 2, provides that

"The legislature shall provide for the utilization, development, and conservation of all natural resources belonging to the State, including land and waters, for the maximum benefit of its people."

It is clear that these lands "belong" to the state. Additionally, article VIII, section 7,

10. See Alaska Const., art. XII, § 11. Terms such as "according to law" refer to the legislature's power to make laws.

11. Nebraska has apparently concluded that its legislature does not have the power to make direct disposals of land. See *State ex rel. Johnson v. Central Neb. Pub. Power & Irrigation Dist.*, 143 Neb. 153, 8 N.W.2d 841, 848 (1943). However, the Nebraska Constitution specifically provides for a method of management and disposal of school lands. The Alaska constitution has left these determinations to the legislature.

12. The university suggests that, by enacting AS 41.20.210, creating Chugach State Park, there was an implied repeal of AS 38.05.030(a). This is not a logical or necessary construction. AS 41.20.210 withdrew the particular university land involved from the operation of the management mechanism created by AS 38.05.030(a) and AS 14.40.170(4), which grants certain management powers to the Board of Regents. The university also has sought a declaration that when the Board of Regents wishes to dispose of university land granted to the state under the 1929 Act the Commissioner of Natural Resources must carry out the disposal.

provides for reserving from the public lands areas which have recreational value.

[6, 7] The university objects to this interpretation of the natural resources article which allows the legislature wide latitude of control over its lands. It contends that it allows politics to intrude into the management of university affairs. However, if the trust fund for university lands is fully compensated at the appraised value of the property, as *Lassen* requires, it is difficult to imagine how the legislature can have any impact on university policy or academic freedom.¹²

Thus we hold that the legislature had the power to dispose of the land in question.

IV. Remedy

[8] The trial court held that the portions of AS 41.20.210(11) which included university land in the park were invalid, and rejected the remedy of inverse condemnation and either monetary damages for the taking of the university land or an exchange of lands having an equal fair market value. In the trial court's view, the remedy of inverse condemnation would result in the judiciary "injecting itself unnecessarily into the political sphere" and could force an unanticipated allocation of resources by the state.¹³

In this case, it is clear that the requested disposal was not made by the Department of Natural Resources because the land had been included in the state park. There is no reason to assume that this is a general problem or that there is a likelihood of a recurring controversy concerning the issue if the university is compensated. Therefore, we do not believe the issue is ripe for review. See *Jefferson v. Asplund*, 458 P.2d 995, 999 (Alaska 1969) (regarding declaratory judgments).

13. One commentary argues that inverse condemnation should not be an available remedy when the state's taking is a purely nonphysical, regulatory one. The only remedy that should be available, according to this view, is declaratory or injunctive relief invalidating the statute; otherwise, legislatures would become reluctant to try new approaches to land use problems because the state or municipality might suddenly find itself liable for numerous damage claims. This would not occur if the law were merely declared invalid. Furthermore, invalidating the law leaves it to the legislature to determine whether it wishes to reenact a similar law with the certain knowledge that it will now have to pay something for it. Permitting

While there is some merit to the argument in the context of a private damage action, we believe that it is inapplicable in this case. If damages are awarded here, it will, at the most, involve a transfer of either lands or funds from one governmental entity to another. Moreover, the legislature has nearly total control over appropriations to the university. Thus, there is no issue of the allocation of resources between the private and public sectors.

It is also logical to assume that the legislature intended to compensate the university for the loss of its land. This view gives the statute creating Chugach State Park a reading that is in accord with the well recognized canon of statutory construction that, when possible, legislation should be construed in a way that upholds its validity. See 1 C. Sands, *Sutherland Statutory Construction* § 2.01 (4th ed. 1972).

The New Jersey Supreme Court based a decision on this rationale in *Lomarch Corp. v. Mayor of Englewood*, 51 N.J. 108, 237 A.2d 881 (1968). Rather than declare a statute that provided for reserving private land for parks invalid, the court concluded that the statute should be construed in such a way that it required compensation, even though the statute and a municipal ordinance enacted under it did not mention the subject. Cf. *Maryland-National Capital Park & Planning Commission v. Chadwick*, 286 Md. 1, 405 A.2d 241, 250 (1979) (striking down a plan similar to New Jersey's on the ground that the regulation constituted a taking and was therefore unconstitutional in that it failed to award any compensation). We do not decide whether we will follow *Lomarch* in an action by a private property owner¹⁴ but we do find its reasoning appropriate in this case where no private damage actions are involved.

Thus, it is necessary to remand this case to determine the value of the lands taken. We conclude that the university should receive the full appraised value of the land

that was placed in the park. The applicable date on which the fair market value of the land should be determined is the date the Chugach State Park act was enacted. This is in accordance with our holding that the statute which created Chugach State Park required compensation, and with our decision in *City of Anchorage v. Nesbett*, 530 P.2d 1324, 1334-36 (Alaska 1975). Finally, we believe the parties should be given an election to pay monetary damages or arrange a mutually agreeable land exchange.

V. Attorney's Fees

Following judgment, the university moved in the superior court for an award of \$16,196.00 in attorney's fees incurred in defending the underlying action. The court granted a partial award of \$15,000.00. The state raises numerous objections to the court's award of attorney's fees: that the university waived its right to recover attorney's fees by failing to comply with the requirements of Civil Rule 79(a) that a cost bill be filed within ten days of judgment, and by failing to set forth the charges incurred with sufficient particularity; that the court's award of substantially full attorney's fees was unreasonable and an abuse of discretion; and that one state agency should not be ordered to pay attorney's fees to another state agency.

[9] Initially, the state argues that the trial court erred in refusing to apply the requirements of Civil Rule 79(a) to the university's request for attorney's fees. Civil Rule 79(a) provides in part:

"Within 10 days after the entry of judgment, a party entitled to costs shall serve on each of the other parties to the action or proceeding a cost bill, together with a notice when application will be made to the clerk to tax costs. The cost bill shall distinctly set forth each item claimed in order that the nature of the

an inverse condemnation action places the allocation of public resources into the hands of the private litigants. Note, *Inverse Condemnation: Its Availability in Challenging the Validity of a Zoning Ordinance*, 26 Stan L. Rev. 1439 (1974)

14. As noted, *Lomarch* involved compensation to private property owners.

charge can be readily understood. . . . Failure of a party to serve a cost bill and notice as required by this subdivision shall be construed as a waiver of his right to recover costs."

The state contends that the university waived its right to recover attorney's fees by its failure to comply with the requirement that a cost bill be served within ten days of judgment. The university filed its request for attorney's fees in the superior court thirteen days after judgment. The trial court ruled that it would be unfair to treat any delay in filing the motion for attorney's fees as a waiver (citing Civil Rule 94), given the established position of the superior court in the Third Judicial District that the procedures in Rule 79 do not govern Rule 82 motions for attorney's fees.

We have never directly addressed the question of whether a request for attorney's fees is governed by the procedural requirements of Rule 79. However, on two occasions we have intimated that Rule 79 does not govern attorney's fees, by considering the issue of attorney's fees after holding that the right to recover costs was waived for failure to establish compliance with Rule 79(a). See *Curran v. Hastreiter*, 579 P.2d 524 (Alaska 1978);¹⁵ *M-B Contracting Co. v. Davis*, 399 P.2d 433 (Alaska 1965).

15. *Curran* states:

"Although appellees specify as error the superior court's failure to award both costs and attorney's fees, they request that the case be remanded only for a determination of attorney's fees. There is no indication in the record that appellees complied with Civil Rule 79(a) which requires a party seeking costs to serve on each of the other parties within 10 days after entry of judgment 'a cost bill, together with a notice when application will be made to the clerk to tax costs.' The rule also provides that '[f]ailure of a party to serve a cost bill and notice as required by this subdivision shall be construed as a waiver of his right to recover costs.' Thus, appellees have apparently waived their right to costs. See *M-B Contracting Co., Inc. v. Davis*, 399 P.2d 433, 436-37 (Alaska 1965). In *M-B Contracting*, after invoking Rule 79(a) to bar consideration of an appeal as to costs, this court considered the separate issue of attorney's fees."

579 P.2d at 530 n.20.

16. AS 09.60.010 provides:

624 P.2d-15

We conclude that, while attorney's fees are costs,¹⁶ they are not covered by the literal requirements of Civil Rule 79(b).¹⁷

[10, 11] It is within the discretion of the trial court to impose a time limit for the filing for attorney's fees. The trial court did not abuse its discretion in this case by permitting the request thirteen days after the judgment.

[12] When granting attorney's fees, the trial court indicated that the amount requested by the university, \$16,196.00, was reasonable due to the high quality and extensive nature of the work required, but it felt constrained by this court's decisions to grant only a partial award. The state contends that the amount awarded, \$15,000.00, provides "substantially full attorneys fees" and is per se unreasonable. In *Moses v. McGarvey*, 614 P.2d 1363, 1370 (Alaska 1980), we stated that "complexity may be considered in determining the amount to be awarded, but that factor alone does not justify the award of full fees."

We have consistently held that an award of full attorney's fees is "manifestly unreasonable" in the absence of a bad faith defense or vexatious conduct by the losing party. E. g., *Davis v. Hallett*, 587 P.2d

"Except as otherwise provided by statute, the supreme court shall determine by rule or order what costs, if any, including attorney fees, shall be allowed the prevailing party in any case." (emphasis added).

17. Alaska R.Civ.P. 79(b) reads:

"*Items Allowed as Costs.* A party entitled to costs may be allowed premiums paid on and expenses of posting, undertakings, bonds or security stipulations, where the same have been furnished by reason of express requirement of law or on order of the court; the necessary expense of taking deposition for use at trial and producing exhibits; the expense of service and publication of summons or notices, and postage when the same are served by mail; filing fees and other charges made by the clerk of the court and fees for transcripts required in the trial of a case in the superior court. In addition to the items allowed as costs by law and in these rules, a party shall be allowed any other expenses necessarily incurred in order to enable a party to secure some right accorded him in the action or proceeding."

1170, 1171-72 (Alaska 1978); *Malvo v. J. C. Penney Co.*, 512 P.2d 575, 587 (Alaska 1973). In *Stepanov v. Gavrilovich*, 594 P.2d 30, 37 (Alaska 1979), an award of substantially full attorney's fees was held to be "contrary to the philosophy expressed in *Malvo* . . ."

The attorney's fees awarded the university are over ninety per cent of what it requested, and there is no evidence that the state's claim was frivolous, vexatious or devoid of good faith. The award is excessive and must be reduced on remand.¹⁸

[13, 14] Finally, the state suggests that the court is precluded from awarding attorney's fees when both parties are state entities, claiming that the fees will ultimately come from the same fund. This argument was not presented to the superior court, and therefore it need not be considered. In any event, the argument is without merit. The university is a corporation of independent authority established by the Alaska Constitution, article VII, sections 2 and 3. It has the statutory power to "sue and be sued" in its own name, AS 14.40.040; and it is "an instrumentality of the sovereign which enjoys in some limited respects a status which is co-equal rather than subordinate to that of the executive or the legislative arms of government." *University of Alaska v. National Aircraft Leasing, Ltd.*, 536 P.2d 121, 128 (Alaska 1975) (footnote omitted). Attorney's fees would be paid out of segregated appropriations given to each entity. Each entity has an interest in preserving its own funds, and the university, as the prevailing party, is entitled to an award of fees.

In conclusion, we affirm the trial court's decision that the inclusion of university lands in Chugach State Park by statute, without compensation to the university, was a breach of the federal trust. We hold, however, that the court erred in invalidating the statute. The proper remedy is to permit an award in inverse condemnation.

18. The state also argues that the university failed to comply with the requirements of Rule 79(a) that a cost bill "distinctly set forth each item claimed in order that the nature of the charge can be readily understood." On re-

We also hold that the court erred in awarding substantially full attorney's fees against the state.

AFFIRMED in part, REVERSED in part, and REMANDED.

BOOCHEVER, J., not participating.



Andrew KAGAK, Appellant,

v.

STATE of Alaska, Appellee.

No. 5228.

Supreme Court of Alaska.

March 13, 1981.

Defendant was convicted in Superior Court, State of Alaska, Fourth Judicial District, Barrow, Jay Hodges, J., of assault with a dangerous weapon and of shooting with intent to wound. Defendant appealed from sentence of 15-year term of imprisonment on the shooting with intent to wound count. The Supreme Court held that in view of fact that defendant during latter stages of commission of a previous armed robbery offense had aimed loaded pistol at police officer and pulled trigger, the pistol misfiring, and in view of fact that defendant had been out of jail only five months when he brandished loaded 12-gauge shotgun at young girl, threatened to kill her, and then shot another person in shoulder at point blank range, 15-year sentence was not inappropriate on his conviction for shooting with intent to wound.

Affirmed.

and, the university should provide the state and the court with more complete records, including brief descriptions of the services included.

T. H. WESSELLS, Appellant,

v.

STATE of Alaska, DEPARTMENT OF
HIGHWAYS, Appellee.

No. 2834.

Supreme Court of Alaska.

April 6, 1977.

The holder of a lease from the State brought action for declaratory relief. From a decision of the Superior Court, Third Judicial District, Anchorage, Victor D. Carlson, J., the lessee appealed. The Supreme Court, Boochever, C. J., held that in the lease, a paragraph expressly reserving right to grant an easement or right-of-way across the leased property did not permit granting easements only to third parties but authorized the State to effect interagency management transfers of the easement. That construction of the easement provision would be adopted so as to effectuate the reasonable expectations of the parties, though to a certain extent such construction required, reading in a 100-foot requirement relative to the easement. The provision thus permitted the State a right-of-way no more than 100 feet in width, and where the State elected to terminate the entire leasehold estate, taking of the remaining area would be treated as inverse condemnation. Upon the taking of school lands, the trust was to receive the full value of its particular interest which was being condemned, but the holder of the unexpired leasehold interest in the land was also entitled to just compensation for the value of that leasehold interest.

Reversed and remanded.

1. Eminent Domain ⇐82

Within traditional framework of eminent domain, lessee has compensable interest in land.

2. Eminent Domain ⇐82

Right of lessee to compensation for property taken may be waived or contracted away by terms of lease.

3. Easements ⇐1

A "right-of-way" is generally conceded to be class of easement.

See publication Words and Phrases for other judicial constructions and definitions.

4. Public Lands ⇐142½

State has statutory authority to reserve an easement, and the authority adequately encompasses power to include conditions in a lease of state lands which subject leased lands to right-of-way or easement in interest of the state. AS 38.05-035(a)(14), 38.05.070, 38.05.085, 38.05.120.

5. Public Lands ⇐142½

To ascertain meaning of "reserve the right to grant" and meaning of word "easement" in lease from State, court would first look to both language of lease and extrinsic evidence to determine if wording of lease was ambiguous, and if language was ambiguous, court would consider extrinsic evidence, but if language was found to be unambiguous, it would be construed according to terms of lease alone. AS 38.05-035(a)(14), 38.05.070, 38.05.085, 38.05.120.

6. Contracts ⇐143(2)

Mere fact that two parties disagree as to interpretation of contract term does not create ambiguity; ambiguity exists only where disputed terms are reasonably subject to differing interpretation after viewing contract as a whole and extrinsic evidence surrounding the disputed terms.

7. Appeal and Error ⇐837(10), 841

Where case had been determined by cross motions for summary judgment, the motions being based solely on pleadings and uncontested exhibits consisting of leases and of leases in chain of title, extrinsic evidence considered on appeal was limited to uncontested evidence and to statutes and other matters of which court could take judicial notice; the "clearly erroneous" standard applicable to factual findings of trial court was inapplicable.

8. Evidence ⇐23(1)

Court could take judicial notice of fact that state has highway program to which it

appropriates substantial sums of money each year.

9. Public Lands ⇐142½

In lease from State, paragraph expressly reserving right to grant easement or right-of-way across the leased property was ambiguous, allowing construction of language in accordance with reasonable expectations of the parties. AS 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

10. Landlord and Tenant ⇐37

Where language of lease was ambiguous, it would be construed in accordance with reasonable expectations of parties, and court in performing such function would weigh language of lease as well as extrinsic evidence.

11. Public Lands ⇐142½

Ambiguity in lease was subject to rule that ambiguities are construed against party that supplied and drafted the form, which in particular case was the State, the lessor and subject to rule that ambiguities are construed against lessor and that construction permitting continued performance of lease is favored.

12. Public Lands ⇐142½

In lease from State, paragraph expressly reserving right to grant easement or right-of-way across leased property did not permit granting easements only to third parties but authorized State to effect inter-agency management transfer of easement. AS 38.05.020(a), (b)(2), 38.05.030(b), 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

13. Landlord and Tenant ⇐37

Contract or lease is to be construed within context of entire instrument.

14. Easements ⇐42

In view of lease provisions for cancellation or termination, which did not provide for cancellation or termination by creation of an easement, lease paragraph expressly reserving right to grant easement or right-of-way across leased property did not contemplate such an easement as would terminate the lease. AS 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

15. Easements ⇐44(1)

Where lease provision expressly reserving right to grant easement or right-of-way across leased property was ambiguous as to size of easement which parties intended to create, ambiguity would be resolved in manner consistent with reasonable expectations of the parties. AS 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

16. Easements ⇐42

Under "doctrine of unlimited reasonable use," scope of easement unspecified in a grant is regarded as unlimited insofar as it is reasonable in relation to object of the easement.

See publication Words and Phrases for other judicial constructions and definitions.

17. Easements ⇐42

General policy behind unlimited reasonable use doctrine is acceptable, but court will not blindly apply the doctrine and ignore other rules of construction or extrinsic evidence which shows that unlimited reasonable use is not reasonable expectation of parties; doctrine of unlimited reasonable use is but one factor to be considered in construction of grant of easement.

18. Easements ⇐44(2)

Easement provided for in lease from State would be construed, in order to give consideration to reasonable expectations of the parties, as encompassing right-of-way no more than 100 feet wide. AS 19.05.080, 19.10.010, 19.10.015, 38.05.020(a), (b)(2), 38.05.030(b), 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

19. Easements ⇐42

Construction of easement provision in lease would be adopted so as to effectuate reasonable expectations of parties, though to certain extent such construction required reading in a 100-foot requirement relative to the easement. AS 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

20. Eminent Domain ⇐266

Where provision of lease from State permitted a State right-of-way no more than 100 feet in width, and State elected to

terminate entire leasehold estate, taking of remaining area would be treated as inverse condemnation. AS 19.05.080, 19.10.010, 19.10.015, 38.05.020(a), (b)(2), 38.05.030(b), 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

21. Public Lands ⇐142%

Under grant of lands under Alaska Statehood Act and consent by people of Alaska to terms and conditions of the federal act, there was created a trust of school lands. Act July 7, 1958, § 6(k), 72 Stat. 343; Const. art. 12, § 13.

22. Eminent Domain ⇐155

Upon taking of school lands, trust was to receive full value of its particular interest which was being condemned, but holder of unexpired leasehold interest in land was also entitled to just compensation for value of that leasehold interest. Act July 7, 1958, § 6(k), 72 Stat. 343; Const. art. 12, § 13; AS 38.05.030(e), 38.05.105, 38.05.310.

23. Eminent Domain ⇐123, 147

State provision limiting compensation in case of school lands to value of improvements was valid as to portion of leasehold taken which was held to have been properly reserved previously by the State for right-of-way; as to balance of leased premises, lessee was entitled to compensation on basis of judicially approved formula. AS 38.05.035(a)(14), 38.05.070, 38.05.085, 38.05.120.

24. Eminent Domain ⇐200

It would be presumed that lease rent as provided for in lease from State was originally established at fair market value in accordance with statutory requirements, but rental might have increased since last reappraisal, and, if so, increase created compensable value.

Robert L. Hartig and J. Michael Robbins, Cole, Hartig, Rhodes, Nerman & Mahoney, Anchorage, for appellant.

Richard P. Kerns, Asst. Atty. Gen., Anchorage, Avrum M. Gross, Atty. Gen., Juneau, for appellee.

Before BOOCHEVER, C. J., and RABINOWITZ, CONNOR, ERWIN and BURKE, JJ.

BOOCHEVER, Chief Justice.

This appeal from summary judgment involves the interpretation of a provision in a lease issued by the State of Alaska, Division of Lands. Paragraph 6 of the lease expressly reserves the right to grant an easement or right-of-way across the leased property. The central question before this court is whether that paragraph authorizes the state to utilize the entire parcel for highway purposes without compensating Wessells for his leasehold interest. Additionally, Wessells seeks review of the trial court's award of attorney's fees to the state.

The principal facts are undisputed. In August of 1972, Wesway Steel Company, of which Wessells is a majority shareholder, assigned its interest in certain leased property to Wessells. This assignment was approved by the State of Alaska. Thus, Wessells secured a forty-four-year leasehold interest with renewal rights. Wessells' leasehold comprised 12.785 acres of school trust lands and is located in Anchorage, Alaska, adjacent to the International Airport Road in the vicinity of the Minnesota bypass and the Alaska Railroad right-of-way. It was used for commercial and industrial purposes. This property was part of a larger parcel originally leased by the Division of Lands to Jet Terminals, Inc. in 1961 for a term of fifty-five years with a renewal preference.

Wessells now holds the land subject to the terms of the original lease to Jet Industries. Paragraph 6 of that lease is a form clause which appears to be inserted in many state leases and provides:

The lessor expressly reserves the right to grant easements or rights-of-way across the land herein leased if it is determined to be in the best interests of the State to do so; provided, however, that the Lessee shall be entitled to compensation for all improvements or crops which are damaged or destroyed as a direct result of such easement or right-of-way.

Other provisions in the lease set forth the conditions of termination and cancellation. The lease also provides for adjustments in

rental value at five-year intervals to "be based primarily upon a reappraised annual rental value . . ." Wessells' leasehold was last revalued in 1971 at which time his quarterly rental became \$886.00.

In early January of 1973, the Division of Lands conveyed a right-of-way encompassing Wessells' entire leasehold to the Department of Highways. This conveyance was formally effectuated as an interagency land management transfer pursuant to an agreement of January 23, 1973. The Department of Highways paid the Division of Lands \$585,700.00 for the right-of-way.

Wessells was notified of these transactions by letter and was informed that any compensation due him for improvements under Paragraph 6 would be paid by the Department of Highways. The Department tendered \$35,000.00 as the fair market value of improvements, but Wessells refused the offer.

Mr. Wessells sought declaratory relief in the superior court to determine the parties' obligations under Paragraph 6 of the lease, claiming a right to compensation for the reduction in the value of the leasehold.¹

The state admitted the facts but contended that pursuant to Paragraph 6, it had the right to devote the entire parcel to highway use without compensation beyond the value of improvements. Both parties moved for summary judgment.

1. His amended complaint included a count for interference with a sublease contract and additionally prayed for over \$7,000.00 in lost rentals from the sublease, in an amount to be specifically proven at trial.
2. In addition, Mr. Wessells contests the amount of \$4,000.00 attorney's fees to the state. In view of our decision, we do not reach that issue.
3. *Alamo Land and Cattle Co., Inc. v. Arizona*, 424 U.S. 295, 96 S.Ct. 910, 47 L.Ed.2d 1 (1976); *United States v. Petty Motor Co.*, 327 U.S. 372, 66 S.Ct. 596, 90 L.Ed. 729 (1946); *A. W. Duckett & Co. v. United States*, 266 U.S. 149, 45 S.Ct. 38, 69 L.Ed. 216 (1924). See *United States v. General Motors Corp.*, 323 U.S. 373, 65 S.Ct. 357, 89 L.Ed. 311 (1945); *Lassen v. Arizona ex rel. Arizona Highway Dept.*, 385 U.S. 458, 87 S.Ct. 584, 17 L.Ed.2d 515 (1967); *Almota Farmers Elevator & Warehouse Co. v. United States*, 409 U.S. 470, 93 S.Ct. 791, 35

After hearing oral argument, the trial court granted the state's motion. It found that Paragraph 6 was unambiguous and authorized the state to utilize the entire leasehold for highway or related purposes without compensating Wessells other than for improvements placed on the land. Mr. Wessells has appealed from the decision below.²

We have examined Paragraph 6 of this lease and must disagree with the trial court's finding. We find that the Paragraph 6 of the lease is ambiguous, and that Mr. Wessells may be entitled to partial compensation for his leasehold interest.

[1, 2] We begin with the premise that within the traditional framework of eminent domain, a lessee has a compensable interest in land.³ It also is clear that "the right of the lessee to compensation, as any other right, may be waived or contracted away by the terms of the lease. . . ." ⁴ This brings us full circle back to the lease and the meaning of Paragraph 6.

[3, 4] The state argues that Paragraph 6 permits its use of the property without compensation. Wessells argues to the contrary. There are two portions of Paragraph 6 which are contested in this case. First, we must view the wording "The lessor expressly reserves the right to grant." Wessells claims this language permits

L.Ed.2d 1 (1973); 2 Nichols' Law of Eminent Domain § 5.23 at 5-87 (rev'd 3rd ed. 1976).

4. *Phillips Petroleum Co. v. Bradley*, 205 Kan. 242, 468 P.2d 95, 98 (1970). See *Alamo Land and Cattle Co., Inc. v. Arizona*, supra; *United States v. Petty Motor Co.*, supra. See also *People, Dept. of Public Works v. Amsden Corp.*, 33 Cal.App.3d 83, 109 Cal.Rptr. 1, 4 (1973). In *State v. Crosby*, 410 P.2d 724, 726 (Alaska 1966), this court stated that:

The fundamental issue here is whether the State may take appellee's land for highway purposes without payment of just compensation. It may if the reservation in the patent for a highway right-of-way is valid; it may not if the reservation is invalid.

See also 4 Nichols' Law of Eminent Domain § 12.42[1] at 12-488 and 12-489 (rev'd 3rd ed. 1976).

granting easements only to third parties. The state argues that under the above language, it is authorized to effectuate an interagency management transfer of an easement. Second, we must view the use of the word "easement" or "right-of-way."⁵ Wessells contends that the use of the word "easement" does not permit a use which effectively destroys his entire twelve-acre estate. The state argues to the contrary.⁶

[5-7] To ascertain the meaning of "reserve the right to grant" and the meaning of the word "easement," we shall follow the principles of contract interpretation set forth in *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, 546 P.2d 579, 584-86 (Alaska 1976). This involves a two-stage analysis.

5. A "right-of-way" is generally considered to be a class of easement. *Kurz v. Blume*, 407 Ill. 383, 95 N.E.2d 338, 339 (1950); *Black's Law Dictionary*, pp. 599, 1489 (4th ed. 1961).

6. Wessells also challenges the authority of the state to reserve the right to create easements. The authority of the state to reserve or grant easements, however, is beyond question. AS 38.05.035(a)(14) states:

When he [the Director of the Division of Lands] finds the interests of the state will be best served he may approve contracts for the lease and in addition to the conditions and limitations imposed by law, he may impose additional conditions or limitations in the contracts as he, with the consent of the commissioner, determines will best serve the interests of the state.

Similar authority may be found in the language of AS 38.05.070, AS 38.05.085 and AS 38.05.120. There appears, therefore, clear authority for the state to reserve an easement. This statutory authority adequately encompasses the power to include conditions in a lease of state lands which subject the leased lands to a right-of-way or easement in the interests of the state. See *State v. Crosby*, 410 P.2d 724, 727 (Alaska 1966).

7. *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, 546 P.2d 579, 584-86 (Alaska 1976).

8. *Modern Construction, Inc. v. Barce, Inc.*, 556 P.2d 528 (Alaska 1976); *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, *supra*, at 584-86.

9. *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, *supra*, at 584-86. We note that the case at bar was determined by cross-motions

in the first stage, we will look to both the language of the lease and extrinsic evidence to determine if the wording of the lease is ambiguous.⁷ The mere fact that two parties disagree as to the interpretation of a contract term does not create an ambiguity. An ambiguity exists only where the disputed terms are reasonably subject to differing interpretation after viewing the contract as a whole and the extrinsic evidence surrounding the disputed terms.⁸

If we determine that the language is ambiguous, we will proceed to the second stage of analysis and consider extrinsic evidence to attempt to resolve this ambiguity.⁹ On the other hand, if the language is found to be unambiguous, it is construed according to the terms of the lease alone.¹⁰

for summary judgment. These motions were based solely on the pleadings and uncontested exhibits consisting of Wessells' lease itself and the leases in his chain of title. The extrinsic evidence considered on appeal is thus limited to uncontested evidence and to statutes and other matters of which this court may take judicial notice. As we have stated in *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, *supra* at 586:

In reviewing the superior court's findings, it should be noted that this Court is not bound by the "clearly erroneous" standard applicable to factual findings made by the court. The evidence relating to the parties' situations at the time they entered the contract was not disputed. Where the facts relating to surrounding circumstances are not in dispute, interpretation of the words of the contract is treated in the same manner as questions of law, and the standard used in reviewing factual findings is inapplicable.

See also *Day v. A & G Construction Co., Inc.*, 528 P.2d 440, 443 (Alaska 1974); *Peters v. Juneau-Douglas Girl Scout Council*, 519 P.2d 826, 834 (Alaska 1974).

10. This court has stated in the past that where a term is clear and unambiguous, the intent of the parties is to be ascertained solely from the written instrument. *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, 546 P.2d 579, 582-83 (Alaska 1976); *Port Valdez Co. v. City of Valdez*, 437 P.2d 768, 771 (Alaska 1968). See *Pepsi Cola Bottling Co. v. New Hampshire Ins. Co.*, 407 P.2d 1009, 1013 (Alaska 1965). The above proposition has been the subject of controversy to the extent that it excludes extrinsic evidence from contract analysis. See *National Bank of Alaska v. J.B.L. & K. of Alaska, Inc.*, *supra* at 583. Where, however, the language is

We focus our attention first on the meaning of the words "reserve the right to grant" to determine whether this wording is ambiguous. Mr. Wessells contends that a "right to grant" is different from a "right to reserve to the state." He argues that the former involves a conveyance to a third party, while only the latter would permit the grantor to utilize the property. Wessells concludes that an interagency land management transfer is not a "grant" to a third party and is therefore not authorized by Paragraph 6 of the lease. Based on the definitions in the legal dictionaries and on the case law,¹¹ Mr. Wessells' analysis does have technical merit. Paragraph 1 of the lease itself specifies that the "lessor shall mean the State of Alaska," and title has at all times remained in the state. Therefore, Wessells' interpretation is one reasonable interpretation of the lease.

On the other hand, the state claims that the language "reserves the right to grant" was reasonably understood by the parties as permitting the state to transfer a right-of-way from the Division of Lands to the Department of Highways for highway purposes. It suggests that in the context of this transaction, an interagency transfer of an easement was reasonably contemplated as a grant. Looking to the extrinsic evidence in this case, we find that the state's analysis of the lease is also a reasonable interpretation.

found to be clear and unambiguous even after viewing the extrinsic evidence, the procedure of construing the intent of the parties solely from the written instrument is applicable.

11. A grant of an easement is often defined as a conveyance to another party. See, e.g., *Porto Rico Ry. Light & Power Co. v. Colom*, 106 F.2d 345, 354 (1st Cir.), cert. denied, 308 U.S. 617, 60 S.Ct. 263, 84 L.Ed. 516 (1939); *Chicago, Wilmington and Franklin Coal Co. v. Menhall*, 42 F.Supp. 81, 82 (E.D.Ill.1941). Wessells also cites *Rusk v. Grande*, 332 Mich., 665, 52 N.W.2d 548, 551 (1952), which states: "one cannot have an easement in his own estate in fee." While the facts are not on point, the principle is stated.

A "reservation" is defined in cases as a right in favor of the grantor which is created out of or

We note that the Department of Natural Resources, Division of Lands, and the Department of Highways were created by the legislature as two separate agencies with separate and distinct sources of authority. Although acting on behalf of the state, the Division of Lands and the Department of Highways appear to function as independent entities. Under Chapter 5 of Title 38, the Commissioner of the Department of Natural Resources, who supervises the Division of Lands,¹² has authority to enter into agreements with other state agencies.¹³ The Director of the Division may approve contracts for the sale, lease or other disposal of available lands, imposing terms and conditions which he deems in the best interest of the state.¹⁴ The provisions of Title 38 are not applicable, however, to:

Any power . . . or authority . . . granted to . . . the Department of Highways . . . to acquire, use, or lease . . . real property or any interest in real property.¹⁵

The authority of the Department of Highways to acquire property or rights-of-way is granted by the legislature under a separate title, AS 19.05.080.

[8] We also consider the fact that the lease was drafted by the state. It would not be reasonable to expect that the Division of Lands intended to provide for easements for third parties but not for other state agencies. It seems more reasonable to conclude that the provision was inserted

retained in the granted premises. *Phoenix Title and Trust Co. v. Smith*, 101 Ariz. 101, 416 P.2d 425, 431 (1966); *Board of County Comm'ners of Weld County v. Anderson*, 3^d Colo.App. 37, 525 P.2d 478, 482 (1974); *Nelson v. Bacon*, 113 Vt. 161, 32 A.2d 140, 145 (1943); " . . . a reservation, moreover, cannot create an estate or interest in a stranger to the deed but can operate only to the benefit of the grantor therein."

12. AS 38.05.020(a).

13. AS 38.05.020(b)(2).

14. AS 38.05.035(a)(14).

15. AS 38.05.030(b).

to provide for flexible highway planning and development. This conclusion is supported by the statutory authority noted above which permits the imposition of conditions or limitations which "will best serve the interests of the state." A condition permitting the state to effectuate an interagency transfer for highway purposes is more consistent with state interests than is a condition which allows the granting of a right-of-way only to a third party taking title in its own name. Moreover, the court may take judicial notice of the fact that the state has a highway program to which it appropriates substantial sums of money each year. To facilitate this program, it is in the interests of the state to avoid paying for the use of lands which it has leased to others. This interest could be realized only if the contested language was inserted to benefit the state as a whole by providing for interagency transfers to the Department of Highways.

[9-11] Since both the state's interpretation and Wessells' interpretation of the wording "reserve the right to grant" are reasonable, we find this language ambiguous.

Having found this language ambiguous, we proceed to construe the language in accordance with the reasonable expectations of the parties.¹⁶ In performing this function, we must weigh the language of the lease as well as the evidence discussed above. We also consider several established rules of contract interpretation. First, ambiguities are construed against the party that supplied and drafted the form,¹⁷ in this

case, the state. Second, ambiguities are construed against the lessor.¹⁸ Third, a construction of an ambiguous provision which permits the continued performance of a lease is favored.¹⁹

[12] In spite of these general rules of construction, we are convinced by the extrinsic evidence discussed above that the parties would reasonably expect the term to permit transfers to other state agencies by the state as well as grants of such easements to totally independent third parties. We think that the state's arguments reflect the reasonable expectations of the parties more accurately than do Wessells' technical arguments and hold that the language "reserves the right to grant" contemplates permitting the Department of Highways to utilize the right-of-way.²⁰

We focus next on the dispute centering around the words "easement and rights-of-way." We again view this language in light of the two-stage procedure established in *National Bank of Alaska v. J.B.L.&K. of Alaska, Inc.*, *supra*, to determine if the language is ambiguous.

The state argues that the words "easement and rights-of-way" contemplate an easement which is unlimited in size and which, in effect, may terminate the entire estate. The state cites cases holding that a properly-created easement permits the dominant estate to use as much of the servient land as is reasonably necessary to effectuate the purpose of the easement. Where the scope of an easement is unspecified in a grant, it has been held to be "unlimited" so

16. Contracts should be interpreted to comply with the reasonable expectations of the parties. *Day v. A & G Constr. Co., Inc.*, 528 P.2d 440, 444 (Alaska 1974); *Hendricks v. Knik Supply, Inc.*, 522 P.2d 543, 546 (Alaska 1974). See *Smalley v. Juneau Clinic Bldg. Corp.*, 493 P.2d 1296, 1305 (Alaska 1972).

17. *Modern Construction, Inc. v. Barce, Inc.*, 556 P.2d 528, 530 (Alaska 1976); *Halm v. Alaska Title Guaranty Co.*, 557 P.2d 143, 144-45 (Alaska 1976); *Pepsi Cola Bottling Co. of Anchorage v. New Hampshire Ins. Co.*, 407 P.2d 1009, 1013 n. 4 (Alaska 1965); *Lumbermen's Mutual Casualty Co. v. Continental Casualty Co.*, 387 P.2d 104, 108 (Alaska 1963). In *Birmingham Trust National Bank v. Midfield Park, Inc.*, 295 Ala.

136, 325 So.2d 133 (1976), the court stated that an ambiguity in an easement would be construed against the landowner at whose insistence the agreement was entered and who prepared the agreement.

18. *Blume v. Bohanna*, 38 Wash.2d 109, 228 P.2d 146, 149 (1958).

19. *Blume v. Bohanna*, *supra*.

20. In light of our disposition of this issue, we need not address the state's alternative argument that an interagency transfer is a "grant" within the meaning of Paragraph 6.

long as reasonable in relation to the object of the easement.²¹ The state's position has technical merit and is one "reasonable interpretation" of this lease.

On the other hand, in light of extrinsic evidence, Wessells' interpretation of the word "easement" is also reasonable. If we were dealing with a tract of land 100 feet square, we would have less difficulty in construing the provision as authorizing a utilization of the entire leasehold estate. Here, however, the leasehold encompasses a twelve-acre tract, roughly triangular in shape, and of considerable width at its base. We do not believe that in Alaska one could reasonably expect a right-of-way of such dimensions. Moreover, AS 19.10.015 declares that all officially proposed and existing highways on public lands not reserved for public use are 100 feet wide. Although the section does not apply to highways which are specifically designated to be wider than 100 feet, it does indicate that

normally, state highways are 100 feet in width. Similarly, AS 19.10.010 dedicates tracts 100 feet wide between each section of land owned or acquired by the state for use as a public highway.²²

[13, 14] Mr. Wessells' interpretation of the word "easement" becomes even more persuasive when the word is viewed in the context of other provisions of the lease.²³ Paragraphs 15 and 16 of the lease are the only provisions for cancellation or termination.²⁴ They do not provide for cancellation or termination by creation of an easement. Analysis of these provisions lends considerable support to the claim that "easement" was not used in a way which contemplated terminating the lease.

[15, 16] Since both the state and Mr. Wessells have presented reasonable interpretations of the word "easement," we find that the term is ambiguous as to the size of the easement which the parties intended to create.²⁵ Thus, we must next attempt to

A. While in good standing by mutual agreement in writing of the respective parties hereto.

B. If issued in error with respect to material facts.

C. If the leased premises are being used for an unlawful purpose.

16. If the Lessee should default in the performance of any of the terms, covenants or stipulations herein contained or of the regulations promulgated pursuant to Chapter 169, SLA 1959, as amended, and said default shall not be remedied within 30 days after written notice of such default has been served upon the Lessee by the Lessor, the Lessee shall be subjected to such legal action as the Lessor shall deem appropriate, including but not limited to, the forfeiture of this lease. No improvements may be removed by the Lessee during any period in which this lease is in default. In the event that this lease shall be terminated because of a breach of any of the terms, covenants, or stipulations contained herein the annual rental payment last made by the Lessee shall be retained by the Lessor as liquidated damages.

25. Again, since the issue of interpreting "easement" was disposed of on the basis of motions for summary judgment in which the parties relied solely on undisputed documentary evidence, there is no necessity for remanding to the superior court to resolve conflicts of fact in the extrinsic evidence. (See Footnote 9, *supra*.)

21. *Missouri Public Service Co. v. Argenbright*, 457 S.W.2d 777, 783 (Mo.1970) ("easement granted or reserved in general terms, without any limitations as to its use, is one of unlimited reasonable use"); *Coleman v. Forister*, 514 S.W.2d 899, 903 (Tex.1974) ("unlimited reasonable use").

22. AS 19.10.010 also dedicates a tract four rods wide (sixty-six feet) between all other sections in the state.

23. A contract or lease is to be construed within the context of the entire instrument. In *Modern Construction, Inc. v. Barce, Inc.*, 556 P.2d 528, 530 (Alaska 1976), we quoted Professor Williston stating:

The court will if possible give effect to all parts of the instrument and an interpretation which gives a reasonable meaning to all its provisions will be preferred to one which leaves a portion of the writing useless or inexplicable. (footnote omitted)

In *McBain v. Pratt*, 514 P.2d 823, 828 (Alaska 1973), we stated:

We are not inclined to approve an interpretation of a contract which creates conflict among its provisions. Wherever possible, repugnant portions of a contract must be harmonized. An interpretation will not be given to one part which will annul another. (footnotes omitted)

24. Paragraphs 15 and 16 of the lease specify:

15. This lease may be cancelled, in whole or in part, under one or more of the following conditions:

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resolve that ambiguity in a manner consistent with the reasonable expectations of the parties.²⁶ We again look to the extrinsic evidence previously discussed, to the provisions of Paragraph 6 and to other portions of this lease. Also relevant here are the established rules of construction that ambiguities are construed against the party that supplied and drafted the form (the state), that ambiguities are construed against the lessor (again, the state) and that a construction of an ambiguous provision which permits the continued performance of a lease is favored.²⁷ Against these considerations, we must weigh the state's technical argument that an unspecified easement should be controlled by the doctrine of "unlimited reasonable use." As mentioned previously, under that doctrine, the scope of an easement unspecified in a grant is regarded as unlimited insofar as it is reasonable in relation to the object of the easement.²⁸

[17, 18] Under the circumstances of this case, we are persuaded that the extrinsic

26. To assist us in resolving this question, no authority has been presented which is squarely in point. The closest case is *State ex rel. Symms v. Nelson Sand & Gravel, Inc.*, 93 Idaho 574, 468 P.2d 306 (1970). The State of Idaho had granted a lease which included the right to remove gravel. Paragraph 16 of that lease provided:

That there is expressly reserved the right to permit for joint use such easement or right of way upon, through or in the lands hereby leased, occupied or used as may be necessary or appropriate to the working of the same or of other lands containing mineral deposits, and the treatment and shipment of products thereof by or under authority of the lessor, its lessees or permittees, and for other public purposes.

Symms, supra at 309.

An interstate highway was routed across the leased land, and the state contended that no compensation was due for the reason that the right-of-way was being used "for other public purposes." The court held that the reservation was limited to rights-of-way for access to adjacent lands containing mineral deposits and for the purpose of transporting to market minerals mined on other leaseholds. The Idaho court refused to read the phrase "and for other public purposes" literally as it would mean:

that the state could grant a leasehold one day and appropriate the entire leasehold the next day without any liability to the lessee as long as the appropriation was for a public pur-

pose. It is our conclusion "and for other public purposes" has reference to uses by other lessees of the state lands only.

Symms, supra at 310.

While not directly in point, the *Symms* case supports Mr. Wessells' argument, at least to the extent that the Idaho court construed the provision to prohibit a termination of the lease. The trial court found the dissent of District Judge Oliver in *Symms* more persuasive. The dissent would have construed "other public purposes" literally to include the state's acquisition for an interstate highway.

We are further influenced by the fact that the state could easily have eliminated the ambiguity by preparing the lease with adequate specificity to put the lessee on notice of the possibility of termination by means of an easement. Paragraph 6 might have included language authorizing the state to utilize an easement *even though the creation of that easement might terminate the entire estate.*³⁰ To uphold the termination of the lease under the language actually used in Paragraph 6 would encour-

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27. See Footnotes 17-19, *supra*.

28. See Footnote 21, *supra*.

29. Where an ambiguity surrounds the word "easement," the doctrine of "unlimited reasonable use" may be at odds with extrinsic evidence or other rules of construction, such as resolving ambiguities against the drafter. While we agree with the general policy behind the unlimited reasonable use doctrine, we will not blindly apply the doctrine and ignore other rules of construction or extrinsic evidence which show that unlimited reasonable use is not a reasonable expectation of the parties. The doctrine of unlimited reasonable use is but one factor to be considered.

30. One common way to avoid the ambiguity is stated in 4 Nichols' Law of Eminent Domain

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age the use of *vaguo* language in leases and would inevitably lead to misunderstandings and legal disputes in the future.³¹

[19,20] We therefore conclude that the ambiguous provision pertaining to the size of the right-of-way authorized by Paragraph 6 should be resolved by limiting the right-of-way to 100 feet in width.³² Within that limitation, the right-of-way may follow such route as is reasonably necessary for the state's purposes. Since the state has elected to terminate the entire leasehold estate, the taking of the remaining area should be treated as an inverse condemnation.³³

[21,22] The state additionally argues that Mr. Wessells should receive no compensation for his leasehold interest other than for improvements. The argument is based on the fact the lands are school lands,³⁴ which may be leased only at appraised fair market value and which must be reap-

praised every five years.³⁵ From this, the state draws the conclusion that the leasehold can have no value over and above the agreed rentals. The United States Supreme Court, however, disposed of a similar argument involving the taking of Arizona leased school trust lands. In *Alamo Land & Cattle Co., Inc. v. State of Arizona*, 424 U.S. 295, 96 S.Ct. 910, 47 L.Ed.2d 1 (1976), the court stated that upon a taking of the lands, the trust was to receive the full value of its particular interest which was being condemned, but that the holder of an unexpired leasehold interest in land is also entitled to just compensation for the value of that leasehold interest. During the life of the lease, the trust receives from the lessee the fair rental value, and upon a subsequent condemnation, the trust is entitled to the full value of the reversionary interest that is subject to the outstanding lease, plus the value of the rental rights under the lease. The Supreme Court held expressly, however, that the trust was not to receive

§ 12.42[1] at 12-488 (rev'd 3rd ed. 1976) which states:

It has become customary in drawing leases of valuable city property to insert a so-called "condemnation clause" a provision that, upon the taking by eminent domain of the whole or a part of the premises leased, the term shall come to an end. Under such a lease, the tenant has no estate or interest in the property remaining after the taking to sustain a claim for compensation.

31. We note that this analysis of specificity in the lease is equally applicable to the state's drafting of "reserving the right to grant" discussed in the first part of this decision. In that situation, however, the state was fortunate in that the weight of extrinsic evidence permitted us to resolve the issue in its favor. We nevertheless urge the state to rewrite this provision in order to make it clear and avoid confusion and litigation on this point in the future.

32. We realize that we are to a certain extent reading in the 100-foot requirement relative to this easement. We believe this to be necessary to effectuate the reasonable expectations of the parties. This is consistent with our treatment of land contracts where vagueness and ambiguity must be resolved. In the past, we have not hesitated to fill in gaps in real estate transactions within the context of specific performance cases so as to carry out the reasonable expectations of the parties. *Jackson v. White*,

556 P.2d 530, 534 (Alaska 1976); *Hollus v. Arend*, 511 P.2d 1074, 1075 (Alaska 1973); *Rego v. Decker*, 482 P.2d 834, 838 (Alaska 1971).

33. See *State v. Crosby*, 410 P.2d 724 (Alaska 1966).

34. Two sections in each township of Alaska were reserved for the support of schools by Congressional act, 48 U.S.C. § 353. The Alaska Statehood Act provided that those lands were granted to the State of Alaska "for the purposes for which they were reserved." PL 85-508, 72 Stat. 379, 343 (1958). The people of Alaska consented to the terms and conditions of the federal act by art. XII, sec. 13 of the Constitution of the State of Alaska. The grant and its acceptance created a trust. *Alamo Land & Cattle Co. v. State of Arizona*, 424 U.S. 295, 96 S.Ct. 910, 47 L.Ed.2d 1, 5-6 (1976); *Lassen v. Arizona ex rel. Arizona Highway Dept.*, 385 U.S. 458, 87 S.Ct. 584, 17 L.Ed.2d 515 (1976).

35. AS 38.05.030(e) provides that the lease of school lands be in accordance with the provisions of the Alaska Land Act, AS 38.05., which provides that "No land may be leased for less than the approved appraised market value . . ." with exceptions not here applicable. AS 38.05.310. Periodic rental adjustments must be made every five years. AS 38.05.105.

additionally the value, if any, of the leasehold interest.³⁶

As to the compensation due the lessee, the court stated:

Ordinarily, a leasehold interest has a compensable value whenever the capitalized then fair rental value for the remaining term of the lease, plus the value of any renewal right, exceeds the capitalized value of the rental the lease specifies. The Court has expressed it this way:

"The measure of damages is the value of the use and occupancy of the leasehold for the remainder of the tenant's term, plus the value of the right to renew . . . , less the agreed rent which the tenant would pay for such use and occupancy." *United States v. Petty Motor Co.*, 327 U.S. 372 at 381, 66 S.Ct. 596, 90 L.Ed. 729.

A number of factors, of course, could operate to eliminate the existence of compensable value in the leasehold interest. Presumably, this would be so if the Enabling Act provided, as the New Mexico-Arizona Act does not, that any lease of trust land was revocable at will by the State, or if it provided that, upon sale or condemnation of the land, no compensation was payable to the lessee. The State, of course, may require that a provision of

this kind be included in the lease. (citations omitted)³⁷

[23, 24] Alaska's provision limiting compensation to the value of improvements is thus valid as to the portion of the leasehold taken which we have held properly to have been reserved for a right-of-way. As to the balance of the leased premises, Mr. Wessells is entitled to compensation on the basis of the *Petty Motor Co.* formula quoted in *Alamo, supra*. It may be presumed that the lease rent was originally established at fair market value in accordance with statutory requirements. The rental value may, however, have increased since the last reappraisal. If so, the increase creates a compensable value.³⁸ Such increase may occur due to changes in economic conditions or possibly by a creative use made of the premises which was not reasonably anticipated at the time the rentals were established. In determining damages, the court must consider the state's right of reappraisal which arises every five years. We cannot, however, agree with the state's contention that the trust imposed on school lands precludes payment other than for improvements.

We hold that to the extent, if any, that Mr. Wessells may prove such damages, he is entitled to additional compensation.³⁹

REVERSED AND REMANDED.

Under the approach suggested here, the courts may hear all relevant circumstances bearing on the interpretation of a disputed term. This should better enable them to attain the ultimate goal of interpreting the language in accordance with the reasonable expectations of the parties. As Professor Corbin points out:

[S]eldom in a litigated case do the words of a contract convey one identical meaning to the two contracting parties or to third persons. Therefore, it is invariably necessary, before a court can give any meaning to the words of a contract and can select one meaning rather than other possible ones as the basis for the determination of rights and other legal effects, that extrinsic evidence shall be heard to make the court aware of the "surrounding circumstances," including the persons, objects, and events to which the words can be applied and which caused the words to be used.

2 Corbin, *Contracts* § 536 at 28 (1960). See also " 'Meaning' in the Law of Contracts," E. Allen Farnsworth, 76 *Yale L.Rev.* 939 (1967).

36. *Alamo, supra*, 424 U.S. at 303, 96 S.Ct. at 916, 47 L.Ed.2d at 9.

37. *Id.* 424 U.S. at 304, 96 S.Ct. at 916, 47 L.Ed.2d at 9.

38. *Id.*, 424 U.S. at 305, 96 S.Ct. at 917, 47 L.Ed.2d at 10.

39. The author of this opinion, with whom Justice Rabinowitz agrees, believes that in all cases, serious consideration should be given to permitting the introduction of relevant extrinsic evidence to determine the reasonable expectations of the parties. An analysis that initially uses extrinsic evidence solely for the purpose of ascertaining whether a provision is ambiguous and then focuses on the same evidence to resolve the ambiguity seems artificial and unduly cumbersome. Moreover, this two-tiered approach offers little advantage over one which initially turns to extrinsic evidence for such light as it may shed on the reasonable expectations of the parties.

FISCAL NOTE

Expenditure Type
 Revenue Type

I. REQUEST

Bill/Resolution No. Senate Bill No. 24
Title "An act relating to assaulting a police officer, ... (etc.) ..."
Requested by Senate Judiciary Date _____

II. FISCAL DETAIL

Agency Affected Public Safety
Program Category Affected Administration of Justice
BRU, Program, Or Subprogram(s) Affected Alaska State Troopers
(Note: If more than one budget component is affected, separate line-item amounts and funding for each component in the analysis section.)

EXPENDITURES (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 COMMODITIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS, ETC.						
TOTAL						

FUNDING (Thousands of Dollars)

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
GENERAL FUND						
FEDERAL FUNDS						
OTHER (Specify Source)						

POSITIONS

	FY 83	FY 84	FY 85	FY 86	FY 87	FY 88
FULL TIME						
PART TIME						
TEMPORARY						

III. ANALYSIS (See Fiscal Note Preparation Instruction, Section III)

No fiscal impact is anticipated.

Office of Management and Budget
Reviewed by: Mike Mamm, Program Budget Analyst
Division of Budget Review

IV. DATE January 21, 1983 PREPARED BY Francis C. Allan Phone 269-5691

Original: Legislative Finance
cc: Budget and Management
Prime Sponsor (First Legislator Named)
DIVISION State Troopers Initials mck
DEPARTMENT OF PUBLIC SAFETY Initials mka 1/24/83

SB 41 TITLE & SPONSOR SUMMARY

13:24 2/07/83 PAG

AMENDED TITLE:

AN ACT RELATING TO THE TRANSFER OF THE OWNERSHIP AND MANAGEMENT
OF UNIVERSITY OF ALASKA TRUST LAND FROM THE
DEPT OF NATURAL RESOURCES TO THE BOARD OF REGENTS OF THE
UNIVERSITY OF ALASKA; & PROVIDING AN EFFECTIVE DATE

PRIME SPONSOR: FAHRENKAMP.

CO-SPONSORS: BENNETT, MOSS, STURGULEWSKI, FERGUSON.

CURRENT STATUS: 1/18/83 IN (S) RESOURCES

REFERRAL: HESS (WAIVED 2/1/83)

JUDICIARY 2/4/83

FINANCE

Rules

DATE	SEQ	PAGE	LEGISLATIVE ACTION
01/18/83	01	0029	FIRST READING -- COMMITTEE REPORTS
		<i>2/4/83</i>	RESOURCES - CS -- DO PASS
		<i>2/1/83</i>	HESS - WAIVED - JUDICIARY Added
			FINANCE
			RULES
****	**	**	*** *** ***



FOLLOW-UP RE MATERIALS FROM SENATE RESOURCES :

REPORT FROM ATTYS IN AG'S OFFICE WHO HANDLED THE LAW SUIT(S) TO ASCERTAIN ISSUES INVOLVED, MERITS, BASIS FOR SETTLEMENT, ETC

WHY DIDN'T DEPT OF NATURAL RESOURCES SEEK LEGISLATIVE APPROVAL BEFORE FINALIZING THE SETTLEMENT AGREEMENT

WERE THERE ANY INDIVIDUAL RECOMMENDATIONS WHEN THE BILL WAS PASSED OUT OF SEN RESOURCES

\$500K WAS ALREADY APPROPRIATED BY THE LEGISL IN 81-82 SESSION TO IMPLEMENT THE SETTLEMENT AGREEMENT EVEN THOUGH THE BILL ITSELF DIDN'T PASS (BECAUSE OF AMENOMENTS TO IT?)

WHAT HAPPENS IF SETTLEMENT ISN'T RATIFIED

IN THEIR POSITION PAPERS, U of A HEAVILY RELY ON THE SUPREME COURT'S HOLDING IN THE 1978

U of Q CLAIMS THAT STATE GOV. ONLY MIS-MANAGED THE LEADS -- THE MERIT TO THE ALLEGATIONS -- IF SO, WHY WAS CASE(S) LITIGATED
1st LAW SUIT IN 1978 -- PRIVATE PARTY SUES STATE, IN INTERVENES. 1981 SGT held (COUNCIL) THAT STATE HAD TRUSTEE OBLIGATIONS.
2d LAW SUIT -- 78 U of A SUES STATE. WITHIN SGT DECISION ON 1ST CASE CAMO WAS DECIDED TO SETTLE WITH U of A

CASE. IS THIS CONSTRUCTION OF THE
DECISION VALID

U of Q TAKES POSITION THAT THE
INVESTMENT EARNINGS FROM ITS
"PERMANENT FUND":

"WILL NOT BE LARGE ENOUGH
IN THE FORESEEABLE FUTURE
TO HAVE ANY SIGNIFICANT
INFLUENCE ON THE AMOUNT
OF GENERAL FUNDS REQUESTED
TO SUPPORT THE UNIVERSITY."

Yet, U of A's own figures INDICATE
THAT INVESTMENT INCOME FOR FY82
WAS @ \$ 612K / 683K

Furthermore, U of A goes on to
argue that INVESTMENT EARNINGS
should be exempt vis à vis
general fund APPROPRIATIONS

yellow U of A
POSITION
PAPER
BOOKLET, p2

AB 41

An Kertula:

an amendment designating
or guaranteeing that some of the permanent
fund investment income be used
for specific purposes

HOW MUCH, EXACTLY, WILL BE ADDED
TO THE "PERMANENT FUND" AS A
RESULT OF THE SETTLEMENT?

@ \$ 22 mill in LAND

@ \$ 5 mill in CASH

M of Q v.
3 AN-79-2801 Civ. filed 4/23/79

BREACH of TRUST OBLIGATIONS IMPOSED
BY FED LAW

2/13/82 - BOR APPROVES SA

AS OF THIS DATE, BOR WAS FULLY
AWARE THAT SA HAD NOT BEEN
REVIEWED OR APPROVED BY GOVERNOR
OR LEGISL

THE RESOLUTION ITSELF CLEARLY STATES
THAT BOR IS TRUSTEE OF ALL LANDS
TRANSFERRED UNDER THE SA & ALL PRO-
CEEDS THEREFROM

TO: Sheila
Senator Eliason's Office

FROM: John
Senate Judiciary Committee

DATE: February 9, 1983

RE: SB 41

Here is the package of materials I've recently received from the Resources Committee on the above.

I haven't had a chance to fully review these materials and was thus unable to weed out the irrelevant stuff.

Also, as I indicated, it is very likely that a substantive amendment to the bill will be forthcoming in the near future.

Feel free to call if you or Senator Eliason have any questions.



Alaska State Legislature

Senate Resources Committee

Official Business

Senator Bettye Fahrenkamp
Chairman

Pouch V
State Capitol
Juneau, Alaska 99811

January 21, 1983
1:30 p.m.

Beltz Room
Room 211 Capitol

With the House Resources Committee

MEMBERS PRESENT

SENATE

Senator Fahrenkamp
Senator Sturgulewski
Senator Ziegler
Senator Mulcahy
Senator Eliason
Senator Paul Fischer
Senator Vic Fisher

HOUSE

Rep. Ringstad
Rep. Liska
Rep. Larson
Rep. Uehling

Briefing on University of Alaska Lands Settlement

Dr. Jay Barton, Pres., University of Alaska introduced members of the Board of Regents.

Merry Tuten, Director of Lands, University of Alaska summarized past negotiations with the State of Alaska, Department of Natural Resources regarding University of Alaska trust lands. It is the University of Alaska's contention that the land was improperly managed, disposed of and leased by the State. The University of Alaska initiated two law suits which asked for return of land and for monetary compensation. The Alaska Supreme Court ruled in favor of the University on one lawsuit. At this point the University and DNR agreed to negotiate and an agreement was reached.

Ms. Tuten stated that two bills will be before the legislature this session. (1) An appropriation bill for 4.2 million dollars to the U of A plus \$148,000 to transfer deed to keep clear title. (2) A bill to ratify the agreement, to transfer compensatory land to the U of A and to transfer management of all U of A lands to the University.

Senator Sturgulewski inquired about DNR reviewing the University's calculation on compensation to determine whether or not it agrees with the grand total. Ms. Tuten replied they were close to agreement. Sen. Sturgulewski also asked about the intervention of the Municipality of Anchorage into the law suit. Ms. Tuten replied that the Municipality of Anchorage intervened in the second law suit to protect its interest in selecting University lands under the Municipal Entitlement Act. The Municipality is not a party to negotiations with the State of Alaska.

Senate Resources Committee

January 21, 1983

Page 2

Merry Tuten concluded by saying the role of the legislature is to approve the agreement and appropriate the settlement monies and lands.

Mark Wittow, DNR, stated that the report by Merry was factual and correct.

The meeting was adjourned at 2:00 p.m.



Alaska State Legislature

Senate

Resources Committee

Bettye Fahrenkamp
Chairman

Pouch V
State Capitol
Juneau, Alaska 99811

January 31, 1983
3:10 p.m.

Senate Finance Room

With the House Resources Committee

MEMBERS PRESENT

SENATE

Senator Fahrenkamp, Chairman
Senator Ziegler, Vice Chairman
Senator Eliason
Senator Paul Fischer
Senator Vic Fischer
Senator Mulcahy
Senator Sturgulewski

HOUSE

Representative Ringstad, Chair.
Representative Shultz, Co-chair
Representative Cowdery
Representative Larson
Representative Uehling
Representative Vaska

Hearing: SB 40 and SB 41 ... University of Ak. Lands Settlement

Esther Wunnicke, Commissioner, Department of Natural Resources gave background information on the University of Alaska Lands Agreement between the University and the State of Alaska.

Merry Tuten, Director of Lands, University of Alaska explained the need and land selection rationale for Senate Bill 41. The bill provides for the transfer of the management of the University of Alaska trust land from DNR to the Board of Regents of the University and the selection of State lands by the University to settle a lawsuit.

Ms. Tuten described the process by which the University undertook to select 45,000 acres of state land. Two pools were established under the settlement agreement. Pool 1 is state lands which the University has been using. There are roughly 400 acres worth 1.6 million dollars in Pool 1. Pool 2 started with 150,000 acres of state lands which the state identified and put into the pool for the University to select. The University and the State had these lands appraised to determine highest and best use and the current fair market value, and then went through a process of putting the 150,000 acres in priority order. The three major value categories are: (1) education, (2) natural resources and (3) ability to produce income from other than natural resources.

Once in priority order, the University returned to the settlement agreement to determine total compensation and found that damages came to \$6 million dollars. Roughly 4.2 million dollars in the settlement are for damages not compensated by lands; i.e. damages as a result of uncollected revenues on the part of the State. The University of Alaska went back to the replacement pool in priority order and identified 22 million dollars worth of damages. The University has identified 10 parcels

of land which will be developed in the next two years. Areas of development include land development, the sale of gravel and other materials, continued participation in State oil and gas lease sales, and an in-depth look at mineral resources.

Senator Sturgulewski moved and asked unanimous consent for amendments No. 1, 2, 3, 4, and 5. There were no objections.

Amendments number 1 - 3 were proposed by the University to clarify that rules be adopted to provide for prudent trust management of the lands and adequate notice of land actions, that University lands are not to be treated as state public domain lands, and that the lands are not subject to adverse possession. Senator Kerttula proposed an amendment which would clarify that the bill would not adversely affect an on-going court suit involving the State of Alaska. Senator Sturgulewski proposed an amendment to one of the University's amendments clarifying that management of the lands would be for the financial benefit of the University and another amendment requiring a report to the Legislature on management plans for the lands involved.

Senator Sturgulewski moved and asked unanimous consent that SB 41 be moved from committee with individual recommendation. There were no objections.

S.B. 40 is an appropriation bill which is divided into two parts: (1) The appropriation of 4.2 million dollars to the University of Alaska permanent fund will be held in trust and invested by the Department of Revenue. The University of Alaska Board of Regents may expend only the interest earnings. \$148,000 is appropriated from the unexpended funds of the University. (2) Of the \$148,000 appropriated to the Department of Law which was the amount assigned to implement the settlement agreement, \$69,000 will go to the University of Alaska and \$79,000 to DNR to hire qualified people. There will be only one massive title transfer. The University will quitclaim deed certain interests to the State and the State will quitclaim deed certain lands to the University. This is thoroughly reviewed by DNR and the University so that there is no infringement upon any third party interests.

Senator Sturgulewski moved and asked unanimous consent that SB 40 be moved from committee with individual recommendation. There were no objections.

Meeting adjourned at 3:40 p.m.

**Legislative History
Financial Summary
Survey of Similar Funds**

LAND GRANT TRUST FUND

BRIEFING
PAPER

THE UNIVERSITY OF ALASKA

Jay Barton, President

Briefing Paper

"UNIVERSITY OF ALASKA LAND GRANT TRUST FUND"

December, 1982

For further information, contact: Sherman Carter
Executive Vice President
474-7448

EXECUTIVE SUMMARY

Congressional acts in 1915 and 1929 granted the University of Alaska about 113,000 of land for its exclusive use and benefit. In 1967 the Alaska legislature directed the state Department of Revenue to establish a separate fund in which all money derived from these university trust lands would be deposited. As of June 30, 1982, the fund totaled \$5,462,670.

Investment earnings from this University of Alaska land grant trust fund, also referred to as the university's "permanent fund", are made available to the university for use as specified by the university's Board of Regents. During the current year, such earnings are being used for land management, rental charges for office space, legal expenses and rental charges for computer hardware. No problems have arisen with respect to the use of such income. However, questions have been asked regarding what will be done with this income if it increases as a result of the pending land settlement.

The land settlement is expected to result in equal value land being transferred to the university by the state to replace university trust land previously withdrawn by the state for other uses. Any cash paid by the state to the university as a result of the settlement would pass to the state Department of Revenue for deposit into the University of Alaska land grant trust fund invested and managed by that department.

The principal in this fund will increase over time. However, the investment earnings will not be large enough in the foreseeable future to have any significant influence on the amount of general funds requested to support the university. Falling interest rates will require a larger principal balance for investment than now exists in the fund just to sustain the current flow of investment earnings.

Currently, the state informs the university how much investment income it will receive from its permanent fund and the university informs the state how that income will be used. No change in this procedure or in legislation governing the University of Alaska land grant trust fund is indicated at this time.

BACKGROUND

The financial history of the University of Alaska land grant trust fund is shown below:

<u>Fiscal Year Ending</u>	<u>Fund Balance</u>	<u>Income Additions to the Fund (1)</u>	<u>Investment Income (2)</u>
June 30, 1960	16,256.03		
June 30, 1961	620,726.03	604,470.00	7,120.14
June 30, 1962	819,685.89	198,959.86	17,468.21
June 30, 1963	976,684.86	156,968.47	27,214.92
June 30, 1964	1,149,978.39	173,324.03	36,844.50
June 30, 1965	1,177,158.03	27,179.64	39,614.61
June 30, 1966	1,201,666.03	24,508.00	48,967.84
June 30, 1967	1,216,652.43	14,986.40	48,849.89
June 30, 1968	1,282,732.91	66,080.48	48,834.88
June 30, 1969	1,375,217.02	92,484.11	52,169.75
June 30, 1970	1,430,702.00	55,485.00	67,801.90
June 30, 1971	1,489,083.00	58,381.00	63,158.00
June 30, 1972	1,646,536.76	157,453.76	85,595.23
June 30, 1973	1,821,277.76	174,741.00	83,407.00
June 30, 1974	2,077,520.77	256,243.01	134,087.58
June 30, 1975	2,220,163.04	142,642.27	164,022.28
June 30, 1976	2,362,805.04	142,642.00	184,105.00
June 30, 1977	2,543,394.00	180,588.96	178,873.00
June 30, 1978	2,690,576.00	147,182.00	223,117.00
June 30, 1979	2,930,925.96	240,349.00	210,112.00
June 30, 1980	4,907,352.73	1,972,426.77(3)	316,919.72
June 30, 1981	5,240,946.91	337,594.12	525,365.13
June 30, 1982	5,462,670.29	221,723.38	611,779.04(4)

Footnotes

1. University grant lands generate income as a result of leases, easements and materials sales (e.g., timber, gravel, oil). Income cannot be used directly by the university but instead goes into the University of Alaska "permanent fund" managed by the State Department of Revenue.
2. Investment income from the fund is made available to the university quarterly, for use as specified by the university's Board of Regents.
3. In September 1979, the fund was increased by \$1,761,500 as a result of the sale of a right-of-way across university land in the Anchorage area.
4. Additionally, in FY82, \$70,575.00 in interest was earned on unexpended land grant trust fund income.

The effect of state legislation pertaining to the University of Alaska land grant trust fund is summarized below:

A.S. 14.40.400 provides that, "The Department of Revenue shall establish a separate fund in which all monies derived from the sale or lease of lands granted under Act of Congress approved January 21, 1929¹ shall be held in trust. The trust fund shall be invested in interest bearing securities as approved by the Governor. The income from the trust fund shall be used exclusively for the agricultural college and school of mines...² The Department of Administration shall disburse the income from the trust fund upon vouchers approved by the president and treasurer of the university specifying the purpose for which the money is to be used and showing it is to be used in conformity with this section."

The principal of this fund is a non-expendable trust. Receipts to the fund include land lease rentals, mineral lease rentals, sale of lands, sale of resources, bonus mineral leases, and royalties on minerals. Disbursements from the fund by the Department of Revenue are made for the purchase of investments and to distribute investment earnings to the University of Alaska.

Pertinent federal legislation is summarized below:

The University of Alaska did not receive grant lands under initial land grant legislation in 1862; however, language in that legislation indicates the intent of congress with respect to trust lands it provided to help support land grant colleges and universities. That legislation includes the following:

"All monies derived from the sale of lands. . . shall be invested. . . The monies so invested shall constitute a perpetual fund, the capital of which shall remain forever undiminished. . . and the interest of which shall be inviolably appropriated. . . to the endowment support and maintenance of at least one college where the leading object

¹ The University of Alaska also received about 13,000 acres of land grant trust land in the Tanana Valley from the federal government in 1915, income from which has been handled the same way as from federal land grant trust land received in 1929.

² In 1935 the Territorial Legislature passed a law which indicated that, "All obligations, rights, privileges, and all real and personal property whatsoever belonging or appurtenant to the Board of Trustees of the Alaska Agricultural College and School of Mines are hereby transferred to the Board of Regents of the University of Alaska and the University of Alaska." Thus, the present reference to the Agricultural College and School of Mines in A.S. 14.40.400 (c) seems to be an historical anomaly.

shall be, without excluding other scientific and classical studies, and including military tactics, to teach such branches of learning as are related to agriculture and the mechanical arts, in such manner as the legislatures of the states may respectively prescribe, in order to promote the liberal and practical education of the industrial classes in the several pursuits and professions of life."

Federal legislation enacted in 1929, through which the University of Alaska received the bulk of its trust land, includes the following:

"The college and school provided for in this section shall forever remain under the exclusive control of the said Territory, and no part of the proceeds arising from the sale or disposal of any lands granted herein shall be used for the support of any sectarian or denominational college or school.

"A fund shall be established in the Territorial treasury to carry out the purposes of this section, and whenever any money shall be in any manner derived from any of the land granted same shall be deposited in the Territorial treasury in the fund. The Territorial treasurer shall keep all such money invested in safe interest-bearing securities. . . The income from said fund may and shall be used exclusively for the purposes of such Agricultural College and School of Mines: Provided, That no portion of said income shall be applied, directly or indirectly, under any pretense whatever, to the purchase, erection, preservation, or repair of any building or buildings."

The paragraph cited immediately above, which specifies that "no portion of said income shall be applied directly or indirectly, under any pretense whatsoever, to the purchase, erection, preservation or repair of any building or buildings" was repealed in 1966. Currently, there is no such restriction. The first quoted paragraph above, however, including the point that "no part of the proceeds arising from the sale or disposal of any lands granted herein shall be used for the support of any sectarian or denominational college or school" remains in effect.

ISSUES

1. To what extent shall income from the University of Alaska's permanent fund reduce general fund appropriations to the university?

The endowment lands were not expected to replace state funding but were provided to permit a margin of support over and above what would otherwise be possible through underlying funding provided by the state. Consequently, while the University of Alaska expects to provide full disclosure to the state with respect to how endowment earnings from the university's trust land are being used, such earnings should not simply result in comparable reductions in general fund appropriations to support the university. That approach already is followed with respect to such university receipts as tuition and indirect cost recovery. The legislative and executive branches of the state retain fiscal control over the university by deciding how much general fund support to make available for the university, considering, among other things, university needs and all of the university's sources of funds, to include endowment earnings.

2. Shall some of the investment earnings on the University of Alaska permanent fund be reserved to "inflation-proof" the fund?

Such a reservation of funds is not necessary. The University of Alaska permanent fund constitutes an "endowment on an endowment." That is, the university is permitted to use essentially, only "the earnings on the earnings" on the trust land. Since those earnings do not lapse but are kept invested until they are expended, the regents may elect only to spend part of such earnings and thus keep the rest invested to cover future needs. Accordingly, even following extremely conservative financial management practices, there is no need to prescribe in advance that only some part of the earnings received may be expended, with the rest being reinvested to augment the endowment principal. That will increase automatically over the years, as it has in the past, with increasing revenue derived from the university's trust lands.

3. On what might endowment earnings from the University of Alaska permanent fund be spent?

The Board of Regents may authorize use of the endowment income however the board determines that such income can best help the university. Legislators have suggested that the

university use income from its permanent fund to cover the cost of land management activities rather than to request general fund support to pay for managing the university's trust land, and that has been done. As mentioned previously, endowment earnings are being used this year also to pay rental charges for computer hardware as well as other rental costs and to pay certain legal expenses. As endowment earnings increase, money may be available to enhance the university's fisheries, agriculture, forestry and other academic programs, and to pay for such things as special instructional equipment, sabbaticals and other faculty development.

4. How are land grant endowments for colleges and universities controlled and expended in other states?

The University of Alaska conducted a survey in the fall of 1982 to answer the above question. Questionnaires were sent to the 72 land grant colleges and universities in the United States and its territories, and 66 of the 72, or 90% of the institutions, responded. Questions asked and the responses are shown in the appendix contained in this briefing packet. In summary, 44% of the institutions manage directly their land grant properties; only 11% of the respondents must deposit land grant income to their respective state general fund; state general support is not offset by land grant income for 56% of the responding institutions; and, for 67% of the responding institutions, their respective governing boards have final approval authority for expenditures of land grant endowment revenue.

RECOMMENDATION--that no change be made in existing procedures or legislation governing the University of Alaska permanent fund at the present time.

APPENDIX

A survey was made in the fall of 1982 to determine how land grant endowment income for other colleges and universities is controlled and expended.

Below are listed the institutions that responded to the survey. Following that listing are the specific questions asked in the survey and the responses thereto.

Land grant institutions that responded to the survey:

Alabama A & M University	Auburn University
University of Arizona	University of Arkansas, Fayetteville
University of California	University of Arkansas, Pine Bluff
Colorado State University	University of Connecticut
Delaware State College	University of the District of Columbia
University of Florida	Forc Valley State College
University of Georgia	University of Hawaii
University of Idaho	University of Illinois
Purdue University	Iowa State University
Kansas State University	Kentucky State University
University of Kentucky	Louisiana State University
University of Maine	University of Maryland, Eastern Shore
University of Maryland	Massachusetts Institute of Technology
University of Massachusetts	Michigan State University
University of Minnesota	Alcorn State University, Mississippi
Mississippi State University	Lincoln University, Missouri
Montana State University	University of Missouri System
University of Nebraska	University of New Hampshire
New Mexico State University	Rutgers, The State University
Ohio State University	New Mexico State University
Langston University, Okalahoma	Cornell University, New York
Oklahoma State University	North Carolina State University
Pennsylvania State University	North Dakota State University
Oregon State University	Pennsylvania State University,
University of Puerto Rico	University of Rhode Island
South Carolina State College	Clemson University, South Carolina
South Dakota State University	Scarritt College, Tennessee
University of Tennessee	Prairie View A&M University, Texas
Texas A&M University	Utah State University
College of the Virgin Islands	University of Vermont & State Agri-
Virginia State University	cultural College
Washington State University	Virginia Polytechnic Institute and
West Virginia University	State University
University of Wisconsin	University of Wyoming

Questions asked and summaries of the responses:

1. Does your institution derive income from land grant properties?

	<u>Responses</u>	<u>Percent</u>
Yes	36	55
No	29	46
	<u>65</u>	<u>100</u>

Seven schools noted that lands granted had been sold long ago and current income is, in fact, derived from investments of land, sale, revenue or, that a financial grant was made in lieu of a land grant. This may be the case for many of the schools which answered "no" to the first question as well. However, the "no" schools did not answer the remaining questions on the survey. Therefore, the tabulations following reflect only those schools which answered "yes" and completed the survey.

2. What types of activities produce income from your land grant property? (Check all that apply):

<u>Real Estate</u>	<u>Responses</u>	<u>Percent*</u>
Sale of Unimproved Property	14	39
Commercial Leasing	13	36
Industrial Leasing	8	22
Residential Leasing	7	19
Sale of Improved Property	6	17
Other	13	36
<u>Natural Resources Development</u>		
Grazing Land	23	64
Cropland	22	61
Timber	20	56
Oil/Gas	17	47
Hardrock Minerals	9	25
Other	4	11

*Percent of 36 schools responding

"Other" real estate income above includes nine responses (25%) which noted some type of agricultural activity, and additional comments made suggest that most of this income results from the sale of surplus agricultural research products. Most of these respondents also checked cropland and grazing land. "Other" natural resource development includes right-of-ways, surface leases, water, and coal/geothermal.

3. What is the approximate proportion of land grant property used for:

<u>Education/Research</u>	<u>Income</u>	<u>Responses</u>	<u>Percent</u>
Under 10%	Over 90%	11	31
11-89%	89 - 11%	2	5
Over 90%	Under 10%	13	36
Not answered	Not answered	10	28
		<u>36</u>	<u>100</u>

Interpreting the answers to this question is not straightforward. Remember that six of the respondents presently have endowment income only; land was sold off long ago, or never existed. If their answers are excluded, the responses are:

<u>Education/Research</u>	<u>Income</u>	<u>Responses</u>	<u>Percent</u>
Under 10%	Over 90%	9	31
11-89%	89 - 11%	2	7
Over 90%	Under 10%	12	41
Not answered	Not answered	6	21
		<u>29</u>	<u>100</u>

Almost one quarter of the respondents did not answer this question which must make us hesitate to draw firm conclusions. We can say that land use is fairly evenly divided between education/research and income production for the schools answering the question. More specifically, we see that each school tends to use property for one purpose or the other, but not both. (Only one respondent noted overlapping use wherein subsurface oil and leases coexist with surface agricultural research.)

4. Does your institution manage its land grant property directly?

	<u>Responses</u>	<u>Percent</u>
Yes	16	44
No	15	42
Not answered	5	14
	<u>36</u>	<u>100</u>

If no, how is its land grant property managed?

State land department or commission	11
Educational lands board or commission	3
Governing board	1
	<u>15</u>

The first two titles above are generic phrases meant to indicate the difference between state agencies which are assumed to manage all state lands, and commissions which appear to administer only lands associated with educational institutions.

5. How is the income from land grant property transactions accounted for? (Check all that apply):

Income utilized directly for university operations	20	56
Income deposited to University Endowment or Trust Funds	13	36
Income is deposited to State General Fund	4	11
Other	3	3
Not answered	3	8

"Other" includes depositing revenue in a special state fund with expenditure restrictions: appropriation by legislature, debt service, bond indentures or capital construction expenditures only.

6. Is income derived from land grant property transactions available for expenditure by your institution?

	<u>Response</u>	<u>Percent</u>
Yes	32	89
No	1	3
Not answered	3	8
	<u>36</u>	<u>100</u>

If yes, who is the final approving authority?

	<u>Response</u>	<u>Percent*</u>
President	5	14
Governing Board	26	72
Governor's Office	3	8
Legislature	9	25
Other	4	11

*Percent of 36 responses.

There was no explanation provided for the lone "no" response. In the second part of the question, some schools checked off several "final" approvals. This appears to be due to the fact that land revenues are handled differently depending upon the origin of the property. For example, revenue from private gifts of land are probably at the disposal of the university while state or federally donated land revenues may require approval from a state agency. Three schools which utilize university endowment/trust funds (question #5) noted here that legislative approval was required before expenditure.

7. If land grant property income is deposited to an endowment or trust fund, how much is available for expenditure? (Check all that apply):

	<u>Responses</u>	<u>Percent*</u>
Principal (Income from real property transactions deposited in fund)	3	8
Interest (Income from <u>investment</u> of principal)	19	53
Other	4	11
Not answered	14	39

*Percent of 36 responses.

Questions #5 and this one refer to endowment funds. Seven schools noted the use of endowment or trust funds here, but not in question #5. Analysis of narrative answers to these and other questions suggests that these seven schools were differentiating between a university-controlled fund (question #5) and an endowment fund controlled by another state agency (this question).

8. If available for expenditure, are restrictions placed upon the types of expenditures made from land grant property income?

	<u>Response</u>	<u>Percent</u>
Yes	18	50
No	15	42
Not answered	3	8
	<u>36</u>	<u>100</u>

Expenditure restrictions for the "yes" responses described fall into the following broad categories:

	<u>Responses</u>	<u>Percent</u>
Legislative approval before expenditure	5	27
Agricultural uses	4	22
Capital-related expenditures	3	17
Land grant legislation restrictions	3	17
Bond indentures, debt service	3	17

9. From largest to smallest, rank the primary types of expenditures made from land grant property income:

The following categories are summarizations of answers. Most schools did not rank more than two or three items; seven schools did not answer the question.

<u>Expenditure Type</u>	<u>Responses</u>				
	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>
Education/general*	11	2	1	3	0
Agricultural programs	6	3	1	0	0
Capital projects	5	3	4	0	0
Salaries	3	1	0	0	0
Land management, acquisitions	2	1	1	0	0
Facilities maintenance, improvements	2	5	2	0	0
Debt Service	1	0	1	0	1
Non-recurring expenses	0	0	1	0	0
	<u>30</u>	<u>15</u>	<u>10</u>	<u>3</u>	<u>1</u>

*Teaching, research, not specifically identified as agricultural or salaries. Unfortunately, these raw figures give us no clue as to patterns of expenditures. Let us examine the combinations of expenditure rankings. Considering only the first, second and third ranked items on each questionnaire, there appears to be no discernable pattern for the eight items listed above. If we combine these categories into two larger groupings of expenditures, however, such as "operating" and "other":

- Operating
 - Education/General
 - Agricultural Programs
 - Salaries

- Other
 - Capital projects
 - Land management, acquisitions
 - Facilities maintenance
 - Debt service
 - Non-recurring expenses

a pattern does emerge. Each school's response was tallied in one of these two groups only if all of the top three items listed fell within that group. A response which included expenses in both groups was tallied as "Combined":

<u>Expenditure type</u>	<u>Response</u>	<u>Percent</u>
Operating	16	55
Other	8	28
Combined	5	17
	<u>29</u>	<u>100</u>

In other words, 55% of the responding schools spend the income from land grant or other property on general operating items and 28% use this revenue for capital projects, land

acquisitions, debt service and so on. Of the 17% which divide expenditures between the two groups, general operating expenses were ranked first in four of the five responses.

10. Is land grant property income used to offset or decrease state general fund support?

	<u>Response</u>	<u>Percent</u>
Yes	14	39
No	20	56
Not answered	2	5
	<u>36</u>	<u>100</u>

Ten schools noted that land grant revenue directly offsets state appropriations in the current year or is considered a projected revenue source in next year's budget requests. One school uses the income to fund capital expenses not allowed from legislative appropriations. Another noted that while not directly offsetting general funds, the income doubtless has an effect on appropriations. At Louisiana State University, land grant revenues are not included in the state's budget formula and therefore are an addition to not reduce the formula budget appropriations. The non-formula centers receive appropriations equal to the authorized level of expenditures less land grant and other revenues. Finally, one school noted that such revenue does not reduce the levels of state appropriations but there are "rumbles in some quarters" that it should.

11. Are specialized financial or activity reports required for land grant property transactions beyond the institution's annual financial statements?

	<u>Response</u>	<u>Percent</u>
Yes	8	22
No	25	70
Not answered	3	8
	<u>36</u>	<u>100</u>

Required reports range from one line in the annual financial reports to extensive parcel-by-parcel descriptions. Special reports are prepared only as requested at several institutions.

Two schools noted that they are required to submit a report of Land Grant or Supplementary Morrill Funds to the Department of Health, Education and Welfare. In fact, this report is required of any school granted land under the 1862 Land Grant Fund, or funds from land grants made in lieu of the 1862 grant, and Supplementary Morrill Funds.

B. If yes, to whom are special reports made?

Responses

Governing Board	4
Governor's Office	2
Legislature	1
Bond holders	$\frac{1}{8}$



12/20/82

CLOSING STATEMENT

Compensation due the University of Alaska computed in accordance with the settlement agreement--

<u>SOURCES OF COMPENSATION</u>	<u>IN LAND*</u>	<u>IN CASH</u>
Leased Lands	\$ 15,364,693	
Uncollected Revenues		\$ 154,454
Material Sales		42,418
Rights of Way		2,177,763
Liquidated Damages	0	
Back Pay for Leases		2,344,676
Legislative Withdrawals	6,085,536	
Conveyances & Incomplete Land Exchanges	112,859	
TOTALS:	\$ 21,563,088	\$ 4,719,311

\$ 26,282,399 **

*For land compensation, the university will exchange its previously withdrawn and encumbered lands, for which compensation is due, for unencumbered state lands of equal value placed into replacement pools for this purpose by the Department of Natural Resources.

The university relinquishes:

Category

Leased Lands
Conveyances and Incomplete Land Exchanges
Legislative Withdrawals
Municipal Selections (only if agreement is reached with the Municipality)

The university gains:

Replacement Pool Parcels

Replacement Pool #1 - All parcels
Replacement Pool #2 - (previously approved by BOR on 9/30/82) Parcel as needed to equal the fair market value of lands relinquished to the state

** This number may change slightly during the process of concluding negotiations. However, regardless of the total amount of compensation, the categories to be taken in cash and in land will be as specified above.

SCHEDULE OF AGREED UPON CHANGES TO THE
SETTLEMENT AGREEMENT

<u>SECTION</u>	<u>ORIGINAL WORDING</u>	<u>AMENDMENT</u>	<u>REFERENCE</u>
2. A.	R.O.W. and materials to be valued by appraisal.	R.O.W. and materials to be valued using a mutually agreed upon fee schedule.	Agreement letter of July 22, 1982
2. B.	Lands to be removed from Appendix E by July 10, 1982.	Lands to be removed from Appendix E subsequent to "enactment of necessary legislation."	Letter of June 23, 1982 (DNR)
5.	150 days to supplement, correct and modify appendices.	Any changes to appendices allowed until November 1, 1982 after which only by mutual consent or when in error or finding of fact. All changes cease upon signature ratifying legislation.	Letter of October 26, 1982 (DNR) Letter of December 16, 1982 (University)
12. A.	Select and instruct an appraiser to determine Pool 1 value by August 1, 1982.	Select and instruct an appraiser to determine Pool 1 value by August 6, 1982.	Agreement letter of July 22, 1982
12. B.	Select and instruct an appraiser to determine Pool 2 value by August 1, 1982.	Select and instruct an appraiser to determine Pool 2 value by October 30, 1982.	Agreement letter of July 22, 1982 Initialed change on August 8, 1982



UNIVERSITY OF ALASKA

FAIRBANKS, ALASKA 99701

BOARD OF REGENTS
RESOLUTION

WHEREAS, The United States Congress reserved land in certain sections 33 located within the Tanana Valley for the University of Alaska by the Act of 1915 (38 Stat. 1214, as amended), and permitted the Territory of Alaska to select 100,000 acres of vacant, non-mineral, unreserved land from the federal public domain for the exclusive use and benefit of the University of Alaska by the Act of 1929 (45 Stat. 1091, as amended) (hereinafter collectively referred to as "University-grant lands"); and

WHEREAS, Congress transferred the University-grant lands to the State of Alaska by Section 6(k) of the Alaska Statehood Act and the State statutorily accepted the benefits and provisions of the federal land grant Acts of 1915 and 1929 by enacting, respectively, AS 14.40.380 and 14.40.390; and

WHEREAS, the University commenced litigation against the State of Alaska on April 23, 1979 (Case No. 3AN-79-2801 Civ., Third Judicial District), seeking compensation for disposals and transactions alleged to be in breach of trust obligations imposed by federal law; and

WHEREAS, representatives of the Alaska Department of Natural Resources and the University of Alaska, after lengthy negotiations, have developed a proposed settlement agreement which would resolve or compromise certain claims and defenses in the pending litigation, to the extent provided by the Agreement; and

WHEREAS, the Board of Regents of the University of Alaska held a special meeting on February 13, 1982, in Fairbanks, Alaska, for the purpose of voting on a motion to approve the proposed settlement agreement; and

WHEREAS, the February 13, 1982, special meeting of the Board of Regents was attended by a quorum consisting of Regents Edward B. Rasmuson (President), Jeffrey J. Cook (Vice President), Donald B. Abel, Jr. (Secretary), Herbert C. Lang (Treasurer), Hugh B. Fate, Jr., Margaret J. Hall, Sara Hannan, and John T. Shively; and

WHEREAS, Regent Cook moved, seconded by Regent Lang, that the Board of Regents adopt the following motion:

"The Board of Regents approves the attached settlement agreement dated February 13, 1982. Any subsequent language changes will be reviewed by the Board at the scheduled March 12, 1982, meeting. The Board directs the President to cooperate with the efforts of the Commissioner for Natural Resources to gain legislative endorsement of the Agreement. Inasmuch as the Governor has not yet had an opportunity to review the agreement, no public release of the document will be made until he has had such opportunity. This motion is effective February 13, 1982."

WHEREAS, upon due deliberation and with the advice of counsel, the Board of Regents unanimously passed the aforestated motion: and


WHEREAS, paragraph twenty-two (22) of the Agreement requires the Board of Regents to pass a resolution signed by all members of the Board approving and adopting the proposed settlement agreement and specifically and irrevocably assuming responsibility as trustees to the University regarding the management and disposition of all lands which are contemplated to be transferred in fee to the University pursuant to the Agreement;

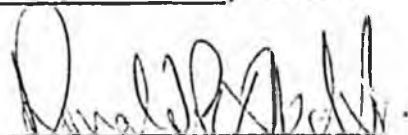
NOW, THEREFORE, BE IT RESOLVED that the Board of Regents approves and adopts the Agreement dated February 13, 1982 and entitled "Settlement Agreement between the Department of Natural Resources, the Department of Revenue, and the Department of Administration, and the University of Alaska, and the Board of Regents as trustees for the University of Alaska," as amended, and

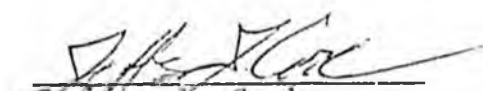
BE IT FURTHER RESOLVED, that the Board of Regents collectively, and each member of the Board of Regents in his or her official capacity individually, specifically and irrevocably assumes responsibility as trustee to the University of Alaska for the management and disposition of all lands which are transferred in fee to the University pursuant to the Agreement, and for the proceeds derived from such lands; and

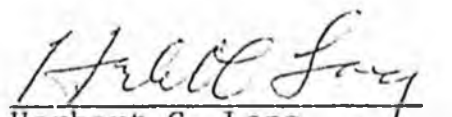
BE IT FURTHER RESOLVED that, this assumption of trusteeship responsibility shall be binding individually upon the successors in the office of regent of the undersigned regents, and collectively upon the Board of Regents, as it may be composed in the future.

DATED this 12th day of March, 1982.

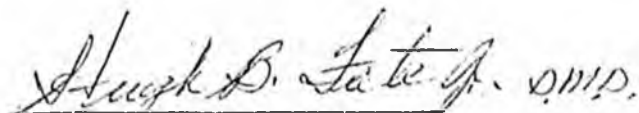

Edward B. Rasmuson
President

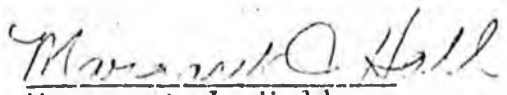

Donald B. Abel, Jr.
Secretary

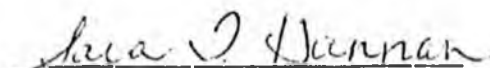

Jeffrey J. Cook
Vice President


Herbert C. Lang
Treasurer

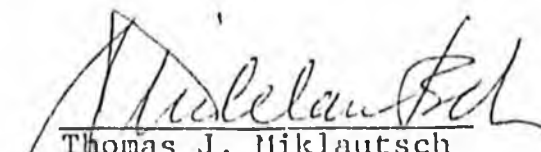

Mildred Banfield



Hugh B. Fate, Jr.


Margaret J. Hall


Sara Hannan


Sam Kito, Jr.


Thomas J. Miklautsch


John T. Shively

SETTLEMENT AGREEMENT BETWEEN THE
DEPARTMENT OF NATURAL RESOURCES, THE
DEPARTMENT OF REVENUE, AND THE
DEPARTMENT OF ADMINISTRATION AND
THE UNIVERSITY OF ALASKA AND THE BOARD
OF REGENTS, AS TRUSTEES FOR THE
UNIVERSITY OF ALASKA

This Agreement entered into this ____ day of _____, 1982,
between the Department of Natural Resources (hereinafter referred to
as "Department"), the Department of Revenue, and the Department of
Administration, and the University of Alaska (hereinafter referred to
as "University"), acting on its own behalf and through its Board of
Regents, sets forth the understanding of the parties as follows:

WHEREAS, the University commenced litigation against the
Department, the Department of Revenue, and the Department of
Administration on April 23, 1979, Case No. 3AN-79-2801 Civ., Third
Judicial District, seeking compensation for disposals and transactions
alleged to be in breach of trust obligations imposed by federal law;
and

WHEREAS, the Act of 1915 (38 Stat. 1214, as amended) reserved
land in certain Sections 33 located within the Tanana Valley for the
University and the Act of 1929 (45 Stat. 1091, as amended) permitted
the Territory of Alaska to select 100,000 acres of vacant non-mineral
unreserved land from the federal public domain for the exclusive use
and benefit of the University (hereinafter collectively referred to as
"University-grant lands"); and

WHEREAS, Congress transferred the University-grant lands to
the State by Section 6(k) of the Alaska Statehood Act and the State
statutorily accepted the benefits and provisions of the Act of 1915
and the Act of 1929 by enacting respectively AS 14.40.380 and 14.40.390;
and

WHEREAS, the decisions of the Alaska Supreme Court have
interpreted the Acts of 1915 and 1929 and the acceptance by the State
as having created a trust for the benefit of the University, and any
income produced from the lands is reserved for the exclusive use and

sole benefit of the University (State of Alaska v. University of Alaska, 624 P.2d 307 (Alaska 1981); Wessells v. State of Alaska, 362 P.2d 1042 (Alaska 1977)); and

WHEREAS, the Department of Revenue and the Department of Administration have the duty to account and reserve for the exclusive use and benefit of the University the proceeds produced from University-grant lands; and

WHEREAS, the parties to this agreement believe that it is in the best interest of the State to convey certain University-grant lands and certain state lands which are not University-grant lands in fee to the University; and

WHEREAS, the parties believe that it is desirable to compromise the pending litigation to the extent provided by this Agreement and to complete all actions required or contemplated under it, upon execution of the Agreement and where necessary by enactment of legislation; and

WHEREAS, the parties to this Agreement believe that it is in the best interests of the parties that the University receive title to and management of certain University-grant lands, to be administered, controlled and managed through the Board of Regents, as trustee for the University; and

WHEREAS, the parties acknowledge that it is their intent by this Agreement and such legislation to accomplish the following:

1. Differentiate between state public domain lands and University-grant lands by providing separate and distinct land management to insure the future management of University-grant lands in accordance with recognized trust principles;
2. Resolve conflicts resulting from past management of all lands granted to the State for the benefit of the University by the United States pursuant to the Acts of 1915 and 1929;
3. Fulfill the purpose for which the University-grant lands were originally granted;
4. Convey title in fee to certain University-grant lands and certain other state lands to the University upon authorization by the legislature and transfer money to the University of Alaska Permanent Fund (hereinafter referred to as "fund") upon appropriation by the Legislature;

5. Establish methods of calculation of the dollar amount due, with interest, not collected and allocated to the fund, by the Department, the Department of Revenue or the Department of Administration with regard to the management and disposal of University-grant land, and the dollar amount due, with interest, to the fund for University-grant lands and resources therefrom which have been disposed of at less than then-current fair market value by the State; and

WHEREAS, upon enactment of legislation the Commissioners of the Departments of Natural Resources, Revenue, and Administration, will have the authority to implement this Agreement, and the Board of Regents is empowered to act on behalf of the University pursuant to Article VII, Section 3 of the Alaska Constitution and AS 14.40.170, 14.40.250, 14.40.280, 14.40.350, 14.40.360, and 14. .400;

NOW THEREFORE, for and in consideration of the terms; covenants and conditions contained herein, the parties agree as follows:

1. Applicable Time Periods. Because of the difficulty in providing an accurate accounting and analysis of long past disposals and transactions, and considering the possible application of the doctrine of laches and statutes of limitation, the parties acknowledge that the calculation of compensation due the University shall be limited to the period from January 1, 1960 forward for certain disposals and transactions as specified in paragraphs 2 and 3 and from January 1, 1968 forward for certain other disposals and transactions as specified in paragraphs 2 and 3.

2. Determination of Dollar Amount for Prior Disposals and Transactions at Less Than Fair Market Value. The dollar amount due for prior disposals and transactions shall be calculated as follows:

a) To determine the dollar amount due for rights-of-way, permits, easements, materials, and fees conveyed other than at appraised value, and legislative and administrative withdrawals and reservations made or executed on or after January 1, 1968, the parties shall mutually select and instruct an independent fee appraiser to determine the fair market value of the land and resources involved in each transaction identified in Appendices A, B and D on the date the disposal or transaction was made or executed. The value determined by the appraiser shall be

binding upon the parties, and shall be brought forward with interest from the date of transaction to the date the grand total in Appendix M is determined at nine percent (9%) per year, compounded annually. The total amount due for each transaction shall be entered in Appendix M. No compensation is due for such disposals and transactions made or executed before January 1, 1968.

b) To determine the dollar amount owed to the University for unduly encumbered lands which the University shall convey to the State by quitclaim deed under this Agreement, the parties shall mutually select and instruct an independent fee appraiser to determine the current fair market value of the lands identified in Appendix E. These lands may be removed by the University from Appendix E within 120 days after the date of this Agreement. Additional University-grant lands not listed in any Appendix and which are found to be subject to past disposals may be added to the applicable Appendix by agreement of the University and the Department, not later than February 1, 1983.

c) To determine the dollar amount owed for incomplete land exchanges and leases, excluding mineral leases and oil and gas leases, made or executed after January 1, 1960, on University-grant lands, the parties shall mutually select and instruct an independent fee appraiser to determine the current fair market value of the land which is identified in Appendices C and F. The value determined by the appraiser shall be binding upon the parties. The current fair market value of the leased lands shall be used in conjunction with the provisions set forth in Appendix G to determine the value of each lease. The value of each lease shall be set forth in Appendix H. The total value of all leases shall be entered in Appendix M. No compensation is due for mining locations, mineral leases or oil and gas leases except as provided in paragraphs 3 and 4.

Land exchanges presently incompletd which are completed within one year of the signing of this Agreement shall not be included in the total dollar amount due as identified in Appendix M.

3. Determination of Compensation for All Uncollected or Unallocated Revenues. The Department, the Department of Revenue, and

Department of Administration shall provide the University access to all data, files, accounting and all other information, in whatever form, concerning disposals and transactions on University-grant lands made or executed after January 1, 1960, or January 1, 1968, as appropriate under paragraph 1. All revenues, including revenue from oil and gas leases executed after January 1, 1960, if any, which could have been collected according to the terms of the instrument making the disposal or governing the transaction and which should have been collected for or allocated to the fund but were not, shall be entered into Appendix I and added to the total dollar amount and entered in Appendix M. The amount of uncollected or unallocated revenues shall bear interest at nine per cent (9%) per year, compounded annually from the date of the initial billing period in which each amount was not collected or allocated.

4. Liquidated Damages. In recognition of the difficulty of precisely determining the dollar amount owed the University with regard to the State's management, reservation and disposal of University-grant lands and interests therein at less than their then-current fair market value, including without limitation mineral locations, claims and prospecting, leasing activity including mineral and oil and gas, and preference rights not otherwise addressed in this Agreement, the parties agree that the University should receive, upon proper appropriation by the Legislature, liquidated damages. Liquidated damages shall also include all claims for trespass, non-aggressive and non-productive management, all demands for indemnity against claims made by third parties, and any claim against the state or agent thereof for punitive damages. The parties agree that the University shall have the right without interference from the Department to seek liquidated damages through a legislative appropriation in an amount not more than five million dollars (\$5,000,000.00). The parties acknowledge that the liquidated damages should not constitute a penalty but reflect a reasoned compromise of damages sustained.

5. Supplement to Appendices. Except as otherwise specifically provided herein, the parties shall have one hundred fifty (150) days from the signing of this Agreement to supplement, correct and modify the Appendices to insure their accuracy.

6. Conveyance by Quitclaim Deed. The Department shall transfer to the Board of Regents, as trustee for the University, all University-grant lands identified in Appendix N and all state lands identified for transfer to the University pursuant to paragraph 12 by quitclaim deed. The University shall convey to the State all lands identified in Appendix E by quitclaim deed.

7. Termination of Interests Which the State Granted To Itself. The Department shall terminate within ninety (90) days after the effective date of this Agreement those interests in University-grant lands identified in Appendix K which it has granted to itself or other state agencies, departments, or entities and which are, by the terms of the transfer document, terminable at will by the Department. The interests to be terminated under this paragraph may include, but are not limited to, special land use permits (SLUPs), miscellaneous land use permits (MLUPs), free use permits (FUPs), personal use permits (PUPs), temporary use permits (TUPs), land use permits (LUPs), Interagency Land Management Assignments (ILMAs), and Interagency Land Management Transfers (ILMTs).

8. Acknowledgement and Disposition of Third Party Lease Interests. All lease interests granted to third parties listed in Appendix L are acknowledged by the University as binding contracts with the State of Alaska through the Department. The Department shall administer these leases according to the applicable state statutes until the University requests that administrative responsibilities for the leases be transferred to the Board of Regents or the lease term expires, whichever occurs first. In the event of the lessee's default the State shall succeed to the lessee's term of years and may transfer the lease hold interest in the lands to the University or use the lands or re-lease them until the expiration of the original lease term.

The State shall purchase any leased lands identified in Appendix F which the University elects not to retain by February 1, 1983, at their current fair market value as determined by appraisal. The University shall receive the proper amount of rental value from the date of the execution of the lease until February 1, 1983, according to the lease valuation provisions set forth in Appendix G.

9. Other Third Party Interests. The University acknowledges all valid existing third party interests of which it has knowledge or which are a matter of public record in addition to those referred to in paragraph 8 but excluding selections made by municipalities pursuant to AS 29.18.201-213 or any predecessor statute thereto. The University shall not contest the validity of any mining claim on University grant lands or state lands/^{conveyed} to the University pursuant to this Agreement except for failure to record a location certificate or perform annual labor as required by law.

The University shall not impose any royalty or other charge in excess of that currently charged, or to be charged in the future, by the state on state lands, on the right to extract locatable minerals from any mining claims for which a location certificate had been recorded and any required annual labor had been performed at the date this Agreement is signed.

10. Method of Compensation to the University.

a) Cash Settlement. The University may elect to receive a full or partial cash settlement for the total dollar amount owed in the form of a deposit into the fund, dependent only upon appropriations made for such purpose by the Legislature. The University shall have free access to any amount appropriated as monetary compensation for a period of two years from the date of deposit, during which time such money may be used only to purchase real property if statutory authority to purchase real property is enacted. After two years, the balance of the fund not used to purchase real property shall be available for all lawful purposes for which the fund may be used. The parties shall seek, during the 1983 legislative session, an appropriation for the dollar amount the University elects to receive as a cash settlement.

b) Land Settlement. The University may elect no later than October 30, 1983, to receive full or partial settlement of the total dollar amount due through the conveyance of state lands of equal fair market value identified in the pools established pursuant to paragraph 12. Nothing in this agreement requires the value of lands in the pools established pursuant to paragraph 12 to equal or exceed the total dollar amount due. The University shall obtain the surface and subsurface estate of such lands encumbered by the restrictions imposed by Section 6(i) of the Alaska Statehood Act.

11. Interest. The total dollar amount due the University under this Agreement shall bear interest at the rate of 10.5% from the time the grand total in Appendix M is determined until the University has received full compensation as provided in paragraph 10 of this Agreement.

12. Pool of Lands. If the University elects to receive all or part of the total dollar amount due in land pursuant to paragraph 10 it shall be entitled to receive lands from three (3) pools established by the Commissioner of the Department as follows:

a) The first pool shall contain all land owned by the State upon which the University has located improvements and which are identified in Appendix O. The parties shall have thirty (30) days after the signing of this Agreement to correct Appendix O to insure its accuracy. The parties shall mutually select and instruct, by August 1, 1982, an independent fee appraiser to determine the current fair market value of the lands identified in the first pool. The appraiser shall determine the value by February 1, 1983, and such value shall be binding upon the parties. The University shall be required to accept the lands identified in the first pool and shall offset their appraised value against the total dollar amount due.

b) The second pool shall contain the lands identified in Appendix O which the University may select. The parties shall have thirty (30) days after the signing of this Agreement to supplement, correct and modify Appendix O. The parties shall mutually select and instruct, by August 1, 1982, an independent fee appraiser to determine the current fair market value of the lands which the University selects from the second pool. The appraiser shall determine the value by February 1, 1983, and such value shall be binding upon the parties. The University shall identify, by May 30, 1983, any lands which it selects from the second pool. The University reserves the right to independently determine if any of the lands contained in the second pool are a financially prudent or commercially reasonable acquisition for the trust established by the Act of 1915 and the Act of 1929. The Department does not represent that any of the lands in the second pool are suitable for acquisition for the trust. The University shall offset the appraised value of the lands it selects from the second pool against the total dollar amount due.

c) The University shall accept the lands identified in the first pool and shall make its selections from the second pool by May 30, 1983. Lands not selected by the University by May 30, 1983, shall cease to be reserved for selection by the University.

d) By June 30, 1983, the Department will review all lands for which the State receives tentative approval between March 1, 1982, and March 31, 1983. The Department may include any such lands which it, in its sole discretion, chooses in a third pool. The Department may also include in the third pool any of the lands previously within the second pool and not selected by the University. The Department may choose not to include any land in the third pool. The parties shall mutually select and instruct, by July 15, 1983, an independent fee appraiser to determine the current fair market value of the lands, if any, in the third pool. The value shall be determined by September 30, 1983, and shall be binding upon the parties. The University shall identify, by October 30, 1983, those lands which it selects from the third pool. The University reserves the right to independently determine if any of the lands contained in the third pool are a financially prudent or commercially reasonable acquisition for the trust established by the Act of 1915 and the Act of 1929. The Department does not represent that any of the lands in the third pool are suitable for acquisition for the trust. The University shall offset the appraised value of any lands it may select from the third pool against the total dollar amount due. Lands not selected by the University by October 30, 1983, shall cease to be reserved for selection by the University.

e) The Department shall not make any conveyances of land to the University under this Agreement unless statutory authority to make such conveyances is first enacted. The Department shall not be obligated to pay for the appraisals required pursuant to this Agreement.

13. Mutual Assistance. The parties agree to cooperate in the following ways in order to effectuate the purposes of this Agreement, and to accomplish the goals set forth in the statement of intent:

a) The parties agree to use their best efforts in a spirit of cooperation to seek introduction in the 1982 session of the Alaska Legislature suitable legislation seeking approval of this

Agreement and authorizing the conveyance of University grant lands as contemplated by this Agreement and appropriating those amounts required for the costs of obtaining appraisals and the expenses necessary to implement this Agreement. The parties agree to work diligently for final passage and enactment of such legislation. A proposed draft of legislation which the parties presently believe will fulfill these objectives is attached to this Agreement as Appendix P.

b) The University plans to seek introduction of suitable legislation in the 1983 Legislative session to authorize conveyance of lands selected by the University from the pools created pursuant to paragraph 12 and/or an appropriation to fund any dollar amount due. After examining the Grand Total as finally determined and set forth in Appendix M, the other parties to this Agreement will decide whether they can support such legislation. If the State determines it can not support the Grand Total as finally determined and set forth in Appendix M, then the University shall also not be bound by the Grand Total, except that the parties agree to use the procedures described in this Agreement. The parties to this Agreement will also seek introduction of suitable legislation in the 1983 legislative session to make statutory references to University-grant lands consistent with this Agreement. The University shall seek appropriate legislation clarifying the duties and responsibilities of the Board of Regents as trustee of University-grant lands and state lands transferred to the University pursuant to this Agreement. If pursuant to Paragraph 10 a cash settlement is elected, the parties shall seek to introduce legislation during the 1983 session appropriating the money required. The University shall seek legislation during the 1983 session permitting the University to invest any money appropriated in real property.

c) In the event that the University successfully petitions the United States Congress for additional federal lands to compensate the University with in-lieu lands for lands reserved under the Acts of 1915 and 1929 but which were not conveyed to the State pursuant to Section 6(k) of the Alaska Statehood Act, the Department shall submit, on behalf of the University, all necessary selection applications, forms and related documentation required by applicable law to perfect the selection and patent for said in-lieu lands to the State and convey those lands to the Board of Regents pursuant to this Agreement.

to this Agreement will also seek introduction of suitable legislation in the 1983 legislative session to make statutory references to University-grant lands consistent with this Agreement. The University shall seek appropriate legislation clarifying the duties and responsibilities of the Board of Regents as trustee of University-grant lands and state lands transferred to the University pursuant to this Agreement. If pursuant to Paragraph 10 a cash settlement is elected, the parties shall seek to introduce legislation during the 1983 session appropriating the money required. The University shall seek legislation during the 1983 session permitting the University to invest any money appropriated in real property.

c) In the event that the University successfully petitions the United States Congress for additional federal lands to compensate the University with in-lieu lands for lands reserved under the Acts of 1915 and 1929 but which were not conveyed to the State pursuant to Section 6(k) of the Alaska Statehood Act, the Department shall submit, on behalf of the University, all necessary selection applications, forms and related documentation required by applicable law to perfect the selection and patent for said in-lieu lands to the State and convey those lands to the Board of Regents pursuant to this Agreement.

d) The Department shall assist the University for two years after the University receives title to University-grant lands and other state lands as a result of this Agreement by providing available resource and planning information.

14. Future Management of University-Grant Lands. The Board of Regents, as trustee for the University of Alaska, shall have the responsibility and duty to control, administer, and manage all lands which are transferred to the University pursuant to this Agreement, for the exclusive use and benefit of the University and for its financial enhancement and security. The Board of Regents shall manage such lands for educational purposes and to produce the maximum amount of income for the University. The Board of Regents shall not have responsibility for, or control over, the fish and game on, or the appropriation of water from, University-grant lands, both of which shall be subject to applicable state laws and regulations. The University shall provide

legal access to all navigable and public waters on or adjacent to the lands which are the subject of this Agreement. The University recognizes that lands underlying navigable waters are owned in fee by the State, and are not subject to the provisions of this Agreement. The management of such lands shall be coordinated by the State with the Board of Regents' management of adjacent lands which have been conveyed by this Agreement. Nothing in this Agreement shall prevent the University from applying for a permit to appropriate water pursuant to the Alaska Water Use Act, A.S. 46.15.

15. Interim Management. After signing of this Agreement creation of any third party interests in the University grant land or lands reserved for selection by the University pursuant to paragraph 12 shall require approval by the University with the exception of lease conversions pursuant to Section 12, ch 138, SLA 1977 as amended. University-grant lands which are the subject of municipal selections will not be conveyed to the applicant until the University has approved replacement lands as contemplated by AS 29.18.206(d).

16. Resumption of Litigation. In the event that the University does not receive the total dollar amount owed in cash or land as provided in this Agreement by October 30, 1983, the parties shall be deemed not to have waived any right they may have otherwise had to maintain or resume the pending litigation in Case No. 3AN-79-2801 Civ., Third Judicial District, State of Alaska. In the event the Court requires that this action be dismissed in the interim, such dismissal shall be stipulated by the parties to be without prejudice, and the parties shall further stipulate that it may be re-filed by any of them at a future date.

17. No Waiver of Claims or Defenses. The parties agree that by their voluntary participation in the negotiation, execution and implementation of this Agreement, they shall not have thereby waived any claim, defense, counterclaim, set-off or legal or equitable remedy which each may pursue against the other in the event that full compensation due the University, in money or land, is not transferred to it pursuant to the obligations contained in this Agreement and

litigation is thereafter resumed pursuant to paragraph 16. Nothing in this Agreement or any Appendix hereto shall be admissible in pending or future litigation or presented to a court, for any purpose except enforcing this Agreement. This prohibition does not extend to proof of actions taken by the Legislature on legislation required by or related to the subject of this Agreement.

18. Extinguishment of All Claims. The parties agree that upon discharge of the obligations of the State under this Agreement, all claims which are the subject of Case No. 3AN-79-2801 Civ., Third Judicial District, State of Alaska, and all other claims which the University has or had against the State or any agent which are based upon a breach of trust obligations under the Acts of 1915 or 1929, shall be merged in the settlement and finally extinguished, excluding only those claims against the State and the Municipality of Anchorage or any other entity claiming University-grant lands under AS 29.18.201-213, or any predecessor statute thereto.

19. No Waiver of Breach or Defense. No failure by either party to insist upon the strict performance by the other of any term or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach.

20. Litigation with the Municipality of Anchorage. This Agreement does not affect the pending litigation by the University against the Municipality of Anchorage in Case No. 3AN-79-2801 Civ., Third Judicial District, State of Alaska. The University retains all causes of action, claims, demands and right to damages, expenses and compensation which it now has or may hereafter have against the State or the Municipality of Anchorage as a result of the Municipality's selection of University-grant lands pursuant to AS 29.18.201-213, or any predecessor statute thereto.

21. Notice. If it becomes necessary as a result of the execution and performance of this Agreement to provide public notice

pursuant to Article VIII, Sec. 10 of the Alaska Constitution or to AS 38.50.110, the Department and the University shall cooperate in complying with such notice requirements.

22. Resolution by Board of Regents. The Board of Regents shall, if it approves this Agreement, pass a resolution signed by all members of the Board, approving and adopting this Agreement, and specifically and irrevocably assuming responsibility as trustee to the University regarding the management and disposition of all lands which are contemplated to be transferred in fee to the University pursuant to this Agreement. The State shall have the right to review the form and adequacy of the assumption of the obligations of trustee by the Board, prior to making any land conveyances under this Agreement.

23. Advice of Counsel. Each of the parties acknowledges that it was represented by counsel during the negotiation, drafting and execution of this Agreement.

24. Good Faith. The parties agree that the performance of all obligations set forth in the terms and conditions herein shall be conducted in good faith.

25. Successors in Interest. Each and all of the terms, covenants and conditions in this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest of each of the parties to this Agreement.

26. Enforcement. Enforcement of the public trust responsibilities required to be assumed by the Board of Regents as a result of its approval of this Agreement shall be vested in the Office of the Attorney General, State of Alaska.

DATED: 3/12/82

DATED: 3-11-82

By Edward Rasmuson

Edward Rasmuson, President of
of
the Board of Regents

By John W. Katz

John W. Katz, Commissioner
the Department of Natural
Resources

DATED: 3/11/82

DATED: 3-11-82

By Jay Baxton
Jay Baxton, President of the
University of Alaska

By Thomas Williams

Thomas Williams, Commissioner
of the Department of Revenue

Approved as to Form:

DATED: 3-11-82

By Astrid de Pany
Counsel for the University

By William Hudson

William Hudson, Commissioner
of the Department of
Administration

By Robert Peier

Assistant Attorney General

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 12th day of March, 1982,
before me, the undersigned, a Notary Public in and for the State of
Alaska, duly commissioned and sworn as such, personally appeared
EDWARD RASMUSON, known to me and to me known to be the individual
described in and who executed the foregoing instrument, and he acknowledged
to me that he signed the same freely and voluntarily for the uses and
purposes therein described.

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

Anne M. Snodgrass

Notary Public in and for Alaska

My Commission Expires: 3/14/84

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IT TO CERTIFY that on this 12th day of March, 1982,
before me, the undersigned, a Notary Public in and for the State of
Alaska, duly commissioned and sworn as such, personally appeared
JAY BARTON known to me and to me known to be the individual described
in and who executed the foregoing instrument, and he acknowledged to
me that he signed the same freely and voluntarily for the uses and
purposes therein described.

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

Anne M. Snodgrass

Notary Public in and for Alaska

My Commission Expires: 3/14/84

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 11th day of March, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared JOHN W. KATZ known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein described.

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



Sennie Boston

Notary Public in and for Alaska

My Commission Expires: Nov. 2, 1983

STATE OF ALASKA)

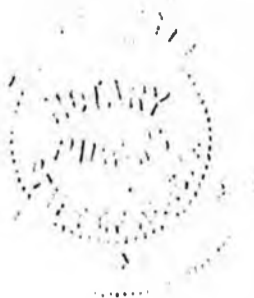
) ss.

THIRD JUDICIAL DISTRICT)

THIS IT TO CERTIFY that on this 11th day of March, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared WILLIAM HUDSON known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein described.



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



Jennie Boston

Notary Public in and for Alaska

My Commission Expires Nov. 2, 1983

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IT TO CERTIFY that on this 11th day of March, 1982, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared THOMAS WILLIAMS, known to me and to me known to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein described.

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



Jennie Boston

Notary Public in and for Alaska

My Commission Expires: Nov. 2, 1983

APPENDICES

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APPENDICES

This Agreement contains _____ Appendices numbered from _____
to _____ and contain a total of _____ pages.

Abbreviations used in these Appendices are as follows:

CL	Coal Lease
CRM	Copper River Meridian
CPP	Coal Prospecting Permit
FM	Fairbanks Meridian
FUP	Free Use Permit
ILMT	Interagency Land Management Transfer
LE	Land Exchange
LL	Land Lease
LP	Letter Permit
LW	Legislative Withdrawal
ML	Mining Lease
MS	Material Sale
MLUP	Miscellaneous Land Use Permit
OGL	Oil and Gas Lease
OPP	Offshore Prospecting Permit
RW	Right Of Way
RUR	Reserve Use Request
TS	Timber Sale
SM	Seward Meridian
SLUP	Special Land Use Permit
WR	Water Right
NC-OGL	Noncompetitive Oil and Gas Lease

APPENDIX A (Pages)

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	Legal Description			Aliquot Part	Total Acreage	Acreage of University Land	Portion Upon University Land		Yearly Fee	Total Fee	
			T	R	M				Sec	Width Feet			Length Feet
39414	7/09/68	Permit	8S	6W	CRM	Within	USS 447						
44020	5/13/69	RW(ILMT)	1N	1E	CRM	8	Within NE $\frac{1}{4}$						
			1N	1E	CRM	21	Within N $\frac{1}{2}$ S $\frac{1}{2}$						
			1N	1E	CRM	33	Within NE $\frac{1}{4}$						
			1N	1E	CRM	34	Within NW $\frac{1}{4}$	110	27.847	300'	4043.38'	\$3000	\$99,000
			2N	1E	CRM	31	Within E $\frac{1}{2}$						
44433	3/20/69	Permit	6N	1E	CRM	17	Within Lot 18	0.271	Changed to ILMA				
47398	9/29/69	RW	30S	58/59E	CRM	25	Within Lot 4		OUT -- Tidelands --	No University land			
50801	2/15/73	RW	30S	59E	CRM	22	Within E $\frac{1}{2}$ SE $\frac{1}{4}$	1.82	60'	1321.32'	\$600	\$19,200	
51681 aka 51683	12/07/70	RW(ILMT)	2N	1E	CRM	18	Within S $\frac{1}{2}$	1.93	Shorelands only	Not issued, pending letter of non-objection		\$14,508	
53890	5/19/71	RW	2N	1W	CRM	13	Within Lots 38-41, and S $\frac{1}{2}$ SE $\frac{1}{4}$	3.9	30' to 60' (46.8)	3630	\$468		
59079	11/14/72	RW	2N	1E	CRM	18	Within Lots 26-29, 34, 36-45, and S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	29.4	50'	25,617'	2500	75,000	
			2N	1W	CRM	12	Within Lots 8, 9						
			2N	1W	CRM	13	Within Lots 17-22						
Total This Page											\$207,798.00		

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Number	Date of Transaction	Type	T	Legal R	Description M	Sec	Aliquot Part	Total Acreage	Acreage of University Land	Portion Upon University Land		Yearly Fee	Total Fee
										Width Feet	Length Feet		
59079	11/14/72	RW	3N	1W	CRM	22	Within Lot 6						
			3N	1W	CRM	23	Within S $\frac{1}{2}$ SW $\frac{1}{4}$						
			3N	1W	CRM	25	Within W $\frac{1}{2}$ W $\frac{1}{2}$						
			3N	1W	CRM	5	Within SE $\frac{1}{4}$ NE $\frac{1}{4}$						
			4N	2W	CRM	29	Within SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$						
			4N	2W	CRM	30	Within S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$						
60291		RW	4S	7E	CRM	15	Within SW $\frac{1}{4}$						
			4S	7E	CRM	22							
			4S	7E	CRM	23							
			5S	12E	CRM	35	Within the entire section						
			5S	14E	CRM	17	Within NW $\frac{1}{4}$						
64341	8/04/77	RW	3N	1W	CRM	25	Within W $\frac{1}{2}$ W $\frac{1}{2}$	0.33	0.33	.33	50'	287.496'	Within ADL 59079/ terminated 4-6-79
67102	2/24/75	RW	3N	1W	CRM	25	Within W $\frac{1}{2}$ W $\frac{1}{2}$	+6.00	+6.00	6.06	50'	5279.4'	Within ADL 59079/ terminated 8-15-81
68098	1/21/76	RW	8S	6W	CRM	Within	USS 448			.33	10'	1437.48'	100.00 2600.00
74765	6/28/76	RW	2N	1W	CRM	13				1.596	30'	2300'	300.00 7800.00
75399		RW	8S	6,7W	CRM	Within	USS 641			.850	40'	930'	400.00 10400.00
										Total This Page \$ <u>20,800.00</u>			

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	Legal Description				Aliquot Part	Total Acreage	Acreage of University Land	Portion Upon University Land		Yearly Fee	Total Fee
			T	R	M	Sec				Width Feet	Length Feet		
100833	/ /79	RW	28S	55E	CRM	25	Within Lot 6	Issued by	BLM				
200033	7/19/77	RW	2N	1W	CRM	13	Within SW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	.3	40'	330'	\$ 400	\$ 8,800
19711		RW	24N	4W	SM	5	Within SW $\frac{1}{4}$ NW $\frac{1}{4}$	19.499	100'	4150'	1,000	39,000	
28471	8/23/68	RW	14N	4W	SM	32	Within SE $\frac{1}{4}$ NW $\frac{1}{4}$	3.03	100'	1320'	1,000	34,000	
32384		RW	14N	4W	SM	26	Within W $\frac{1}{2}$	OUT	NOT UNIVERSITY LAND				
33023		RW	24N	4W	SM	18	Within SW $\frac{1}{4}$ NW $\frac{1}{4}$	5.45	60'	3956.7	600	21,600	
33042		RW	24N	4W	SM	5	Within NW $\frac{1}{4}$	6	60'	4356	600	21,600	
			24N	4W	SM	18	Within Lot 10,11 and NW $\frac{1}{4}$,SW $\frac{1}{4}$						
			24N	4W	SM	32	Within NW $\frac{1}{4}$						
34494	12/15/69	RW	1N	12W	SM	8	Within S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	66.94	100'	29,162'	6,000	198,000	
			1N	12W	SM	17	Within NW $\frac{1}{4}$						
			1N	12W	SM	18	Within SE $\frac{1}{4}$						
			1N	13W	SM	23	Within SE $\frac{1}{4}$ SE $\frac{1}{4}$						
			1N	13W	SM	24	Within SW $\frac{1}{4}$,SE $\frac{1}{4}$						

Total This Page \$ 323,000.00

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	T	Legal Description			Aliquot Part	Total Acreage	Acreage of University Land	Portion of University Land		Yearly Fee	Total Fee
				R	M	Sec				Width Feet	Length Feet		
34494	12/15/69	RW	2N	12W	SM	15	Within SE $\frac{1}{4}$						
			2N	12W	SM	22	Within SW $\frac{1}{4}$						
			2N	12W	SM	28	Within SW $\frac{1}{4}$						
			2N	12W	SM	32	Within NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$						
			3N	12W	SM	25	Within SE $\frac{1}{4}$ SE $\frac{1}{4}$						
			1S	14W	SM	24	Within S $\frac{1}{2}$ SW $\frac{1}{4}$						
			2S	14W	SM	20	Within SE $\frac{1}{4}$ SE $\frac{1}{4}$						
			3S	14W	SM	18	Within E $\frac{1}{2}$ SE $\frac{1}{4}$						
			3S	14W	SM	30	Within Lots 3,4						
3S	14W	SM	31	Within Lots 2,3									
39394	7/17/68	RW	24N	4W	SM	5	Within SW $\frac{1}{4}$ NW $\frac{1}{4}$	0.66	.36	40'	392.04'	\$ 400	\$13,600.00
39395	6/15/68	RW	5N	11W	SM	26	Within SW $\frac{1}{4}$	0.16	.16	40'	174'	400	13,600.00
39503	2/11/69	RW	5N	11W	SM	26	Within N $\frac{1}{2}$ SW $\frac{1}{4}$	2.85	2.85	50'	2490'	500	16,500.00
39673	10/08/68	RW	13N	3W	SM	28	Within NW $\frac{1}{4}$	+1.78	1.37	32.3'	1847.59'	323	10,982.00
40676	10/08/68	RW	13N	3W	SM	28	Within NW $\frac{1}{4}$	1.82	1.82	30'	2640'	300	9,900.00
42065	1/29/69	RW	12N	4W	SM	1	Within SW $\frac{1}{4}$	2.057	2.057	20'	4482'	200	6,600.00
42391	1/15/69	RW	2N	12W	SM	15	Within SE $\frac{1}{4}$ SE $\frac{1}{4}$	1.75	1.75	40'	1906.6'	400	13,200.00

Total This Page \$ 84,382.00

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Number	Date of Transaction	Type	T	R	M	Sec	Aliquot Part	Total Acreage	Acreage of University Land	Portion of University Land Width Feet Length Feet	Yearly Fee	Total Fee
44133	5/13/69	RW	12N	4W	SM	1	Within SW $\frac{1}{4}$		.7	20' 1524.6'	\$ 200.00	\$ 6,600.00
45524	6/12/70	RW	12N	4W	SM	15	Within Lot 4	0.28	.28	20' 620'	200.00	6,400.00
46013	5/ /74	RW	26N	4W	SM	29	Within E $\frac{1}{2}$					
50723	5/28/70	RW	12N	4W	SM	1	Within SW $\frac{1}{4}$	1.21 +1.82	3.03	30'+20' (50') 2640'	500.00	16,000.00
52374	11/28/71	RW	18N	3W	SM	12	Within entire section		1.06	54.66' 844.74'	546.60	16,944.00
53293	2/08/74	RW	17N	2W	SM	3	Within SE $\frac{1}{4}$		5.98	80' 3254.9'	800.00	22,400.00
55411	10/12/72	RW	17N	2W	SM	8	Within SW $\frac{1}{4}$		.431	30' 625.81	300.00	9,000.00
55627	10/11/71	RW	24N	4W	SM	5	Within SW $\frac{1}{4}$ NW $\frac{1}{4}$	+5.00	.93	30' 1348.55'	300.00	9,300.00
55797	11/07/72	RW	12N	4W	SM	15	Within Lot 4		1.16	30' 1684.32	300.00	9,000.00
55949	11/10/72	RW	12N	4W	SM	15	Within Lot 4		3.03	60' 2197.75	600.00	18,000.00
56117	11/24/71	RW	18N	1W	SM	30	Within E $\frac{1}{2}$ NW $\frac{1}{4}$	15.909	15.909	100' 6930'	1000.00	31,000.00
56194	1/31/72	RW	24N	4W	SM	32	Within NE $\frac{1}{4}$ NE $\frac{1}{4}$	0.29	.29	100' 112'	1000.00	30,000.00
62970	12/10/73	RW	1S	13W	SM	20	Within E $\frac{1}{2}$		.63	60' 457.38	600.00	17,400.00
63002	12/29/73	RW	2N	12W	SM	10	Within S $\frac{1}{2}$					
63268	1/25/74	RW	16N	3W	SM	32	Within NW $\frac{1}{4}$		4.11	100' 1792.	1000.00	28,000.00

Total This Page \$220,044.60

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	T	Legal Description			Aliquot Part	Total Acreage	Acreage of University Land	Portion of University Land		Yearly Fee	Total Fee
				R	N	Sec				Width Feet	Length Feet		
63853	4/16/74	RW	2N	12W	SM	10	Within NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$	1.60	1.60	50'	1390'	\$ 500.00	\$ 14,000.00
64211	6/25/74	RW	24N	4W	SM	5	Within SW $\frac{1}{4}$ NW $\frac{1}{4}$		1.19	50'	1038'	500.00	14,000.00
67518	7/30/75	RW	12N	4W	SM	1	Within SW $\frac{1}{4}$	0.91	.91	20'	1976'	200.00	5,400.00
72124	2/16/78	RW	18N	1W	SM	2	Within W $\frac{1}{2}$, NE $\frac{1}{4}$		13.46	50'	11,728.91'	1000.00	24,000.00
			18N	1W	SM	10	Within NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$						
74754	7/6/76	RW	18N	1W	SM	19	Within E $\frac{1}{2}$ SE $\frac{1}{4}$		.606	20'	1320'	200.00	5,200.00
			18N	1W	SM	20	Within SW $\frac{1}{4}$						
76128		RW/water rights	1N	13W	SM	26							
78076	9/24/76	RW	9S	14W	SM	6	Within SE $\frac{1}{4}$		Closed	2-15-78			
79951	7/5/77	RW	22N	4W	SM	28	Within E $\frac{1}{2}$		12.12	100'	5280'	1000.00	25,000.00
79984	6/09/77	RW	13N	3W	SM	28	Within NW $\frac{1}{4}$	0.019	.019	20'	41.38'	200.00	5,000.00
80108	3/14/77	RW	17N	2W	SM	34	Within S $\frac{1}{2}$ SE $\frac{1}{4}$		7.09	50 to 80' (72.66')	4250'	726.68	18,176.08
80560	5/05/77	RW	13N	3W	SM	28	Within NW $\frac{1}{4}$	0.10	.10	30'	150'	300.00	7,500.00
81197	7/14/77	RW	13N	3W	SM	28	Within NW $\frac{1}{4}$						
200006	11/11/81	RW	17N	2W	SM	10	Within SW $\frac{1}{4}$	1.102	.734	40'	1200'	400.00	9,600.00
200040	/ /78	RW	15N	1W	SM	14	Within N $\frac{1}{2}$						

Total This Page \$ 127,876.08

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	Legal Description				Aliquot Part	Total Acreage of University Land	Portion of University Land		Yearly Fee	Total Fee
			T	R	M	Sec			Width Feet	Length Feet		
200041	/ /78	RW	15N	1W	SM	11	Within W $\frac{1}{2}$					
200099	5/9/78	RW	14N	4W	SM	13	Within N $\frac{1}{2}$	6.6	100'	2,900'	\$1,000.00	\$ 24,000.00
200151	6/ /78	RW	14N	4W	SM	13	Within Lots 2,3	OUT --	Tidelands --	No University Land		
200156	8/28/78	RW	18N	1W	SM	20	Within SW $\frac{1}{4}$					
200307	9/12/78	RW	13N	3W	SM	28	Within NW $\frac{1}{4}$	.72	'	625'	\$ 500.00	\$ 15,000.00
200495	9/19/78	RW	9S	14W	SM	6	Within SE $\frac{1}{4}$	3.03	100'	1320'	1,000.00	24,000.00
203021		RW	1N	12W	SM	19	Within Lot 3	OUT --	Not within	Lot 3		
30788	5/03/73	RW	10S	8W	FM	33	Within E $\frac{1}{2}$	12.12	100'	5,279.47'	1,000.00	29,000.00
37592	4/01/68	RW	1N	1W	FM	33	Within Lots 1,3	1.205	108.17'	529.03'	1,081.70	36,777.80
38437	4/19/68	RW	1N	1W	FM	33	Within SW $\frac{1}{4}$	3.273	59.25'	1,622.33'	592.50	20,145.00
39870	2/14/69	RW	4S	4E	FM	33	Within S $\frac{1}{2}$, NE $\frac{1}{4}$	7.9	60'	5,735.4	600.00	20,400.00
43605	2/24/69	RW	2N	1W	FM	34	Within Lots 1,2,3					
			1N	1W	FM	5	Within Lot 1	16.83	200'	3,665.57'	2,000.00	66,000.00
Total This Page											\$235,322.80	

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	Legal Description				Aliquot Part	Total Acreage	Acreage of University Land	Portion of University Land		Yearly Fee	Total Fee
			T	R	M	Sec				Width Feet	Length Feet		
45031	5/19/69	RW	1N	1E	FM	23	Within NW $\frac{1}{4}$ NE $\frac{1}{4}$	1.54	1.54	50'	1340'	\$ 500.00	\$ 16,500.00
49350	4/27/70	RW	10S	8W	FM	33	Within W $\frac{1}{2}$		2.23	296.10'	328.06'	2,961.00	94,752.00
49748	4/27/70	RW	10S	8W	FM	33	Within SW $\frac{1}{4}$		2.35	217.83'	469.93	2,178.30	69,705.60
59155	12/01/72	RW	1N	3W	FM	1	Within S $\frac{1}{2}$						
			1N	3W	FM	2	Within Lot 3, NW $\frac{1}{4}$,SE $\frac{1}{4}$	63.11	110'	22,980'	2,200.00	66,000.00	
63177	1/15/74	RW	1S	2E	FM	5	Within N $\frac{1}{2}$		.441	200'	95'	2,000.00	56,000.00
63181	1/03/74	RW	7S	8E	FM	33	Within Lot 2		.046	13.3584'	150'	133.58	3,740.35
65382		RW	5S	4E	FM	24	Within S $\frac{1}{2}$						
			5S	4E	FM	23	Within S $\frac{1}{2}$						
73297	1/21/76	RW	1N	3W	FM	12			3.2	26.4'	5,280'	264.00	6,864.00
76882	12/16/77	RW	1N	1E	FM	26	Within SE $\frac{1}{4}$ SW $\frac{1}{4}$	0.5	0.5	30'	726'	300.00	7,500.00
80004	11/22/77	RW	2N	1W	FM	34	Within Lots 2,3	.18	0.16	30'	225.9'	300.00	7,500.00
80371	12/16/77	RW	10S	10E	FM	1	Within SW $\frac{1}{4}$						
			10S	10E	FM	2	Within E $\frac{1}{2}$						
			10S	10E	FM	12	Within NW $\frac{1}{4}$						

Total This Page\$ 328,561.95

APPENDIX A

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	Legal Description				Aliquot Part	Total Acreage	Acreage of University Land	Portion of University Land		Yearly Fee	Total Fee
			T	R	M	Sec				Width Feet	Length Feet		
81267	3/04/78	RW	1S	2E	FM	4	Within NW $\frac{1}{4}$	±3.25	3.22	50'	2800'	\$ 500.00	\$ 12,000.00
400054	1/03/78	RW	1N	1E	FM	23	Within NE $\frac{1}{4}$	0.61	.61	30'	885.72	300.00	6,300.00
100833		RW	7S	8E	FM	33	Within Lots 1,3, 5,6, S $\frac{1}{2}$						
			10S	11E	FM	33							
			10S	10E	FM	2	Within NW $\frac{1}{4}$ SE $\frac{1}{4}$		Issued by	BLM			
			10S	10E	FM	12							
			10S	10E	FM	13	Within E $\frac{1}{2}$						
40191C	10/02/80	RW	1N	1W	FM	33		0.31	.31	20'	660'	200.00	4,400.00
402420	8/24/81	RW	1N	1W	FM	5	Within Lot 1		.2238	30'	325'	300.00	6,300.00
34006		RW	8S	6W	CRM		Within USS 447		11.36	300'	1650'	300.00	105,000.00
36841		RW	8S	6W	CRM		Within USS 447		.92	43.4'	43.4'	434.00	15,190.00
											Total This Page \$ <u>149,190.00</u>		

RIGHTS OF WAY, EASEMENTS AND PERMITS

ADL Numbers	Date of Transaction	Type	Legal Description				Aliquot Part	Total Acreage	Acreage of University Land	Portion of University Land		Yearly Fee	Total Fee
			T	R	M	Sec				Width Feet	Length Feet		
21687	10/22/63	ROW	3N 4N	1W 1W	CRM CRM	5 32	3.842	3.842	50'	2,919.34'	\$ 500.00	\$ 19,500.00	
56195	4/7/72	ROW	10S	10E	FM	1, 2, 12	14.233	14.233	75'	8,266.53'	1,500.00	41,800.00	
58642	9/29/72	ROW	1S	2E	FM	33							
	AM. 12/20/72	ROW	1S	2E	FM	33	12.56	12.56	30'	18,240'	900.00	27,000.00	
60056	5/25/73	ROW	1S	2W	FM	19	5.026	5.026	300'	847.55'	3,000.00	86,180.00	
63228	2/8/74	ROW	1N 1S	2E 2E	FM FM	32 30 5	Parcel 27 1.518 Parcel 33 14.626 Parcel 24 23.736	39.88	200'	11,540.47'	4,000.00	93,535.00	
63502	6/3/74	ROW	7S	8E	FM	33(Parcel 8)	2.097	2.097	300'	300'	3,000.00	83,630.00	
74730	7/13/76	ROW	17N	1E		10 11	SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$	1.41	1.41	30'	2,041.81'	300.00	7,800.00
79292	10/12/77	ROW	8S	14W	SM	32	.34	.34	10'	2,170.5'	100.00	2,500.00	
200249	8/15/80	ROW	12N	4W	SM	13	4.275	4.275	42.9'	4,340.68'	429.00	-0-	
400780	3/23/81	ROW	1N	1E	FM	24	.72	.72	30'	1,041'	300.00	6,600.00	
403655	1/26/82	LOE	5S	4E	FM	25, 26	3.03	3.03	30'	4,400'	300.00	6,000.00	
63574	5/3/74	ROW	1N	1E	CRM	17	et al	47.43	100'	20,382'	4,000.00	86,532.40	
203944	5/19/80	ROW	8S	14W	SM	32	NE $\frac{1}{4}$	.85	45'	822.8'	450.00	9,900.00
203945	5/19/80	ROW	8S	14W	SM	35	NE $\frac{1}{4}$	.27	45'	260'	450.00	9,900.00
Total This Page											\$	480,877.40	
GRAND TOTAL											\$	2,177,762.83	

APPENDIX B (1 Page)

MATERIALS

ADL Number	Date of Transaction	Legal Description				Cubic Yards Volume Taken	\$ Fair Market Value Volume Taken	Interest \$	Total \$
		T	R	M	Sec				
50154	11/13/72	28S	55E	CRM	34	3,000	\$ 750.00	\$ 1,025.50	\$ 1,775.50
201589	3/30/79	26N	4W	SM	29	10,000	No Compensation	--	--
50304	3/12/70	10S	8W	FM	33	57,800	\$14,450.00	\$26,193.00	\$ 40,643.00
60670	7/10/73	1N	3W	FM	1	12,000	No Compensation	--	--
63503	8/13/74	7S	8E	FM	33	75,000	No Compensation	--	--

Total This Page \$ 42,418.50

APPENDIX C (1 Page)

INCOMPLETE LAND EXCHANGES AND CONVEYANCES

ADL Number	Date of Transaction	Legal Description				Aliquot Part	Acreage	\$ Fair Market Value	Interest \$	Total \$
		T	R	M	Sec					
24681	1964	8S	6W	CRM	31,32	USS 1386 Lot 2	34.51	\$1,400.00	\$5,203	\$6,603
34546	1968	6N	1E	CRM	17	Lots 19-22	19.02	\$19,000.00	\$44,492	\$63,492
59165	1973	2N	1W	CRM	13	Lot 37	4.97	\$6,250.00	\$7,324	\$13,574
56092	1973	17N	3W	SM	27	N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	100.00	\$22,400.00 x 60% = \$13,440*	\$15,750	\$29,190
63966	1975	6S	13W	SM	5	E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	This exchange will be completed when the University receives a conveyance document.		

*As per University letter of September 3, 1982.

APPENDIX D

LEGISLATIVE WITHDRAWALS (3 Pages)

ADL Number	State Statute	Date of Transaction	T	Legal Description				Acreage	Use	\$ Fair Market Value	Interest \$	Total \$
				R	M	Sec	Aliquot Part					
58928	AS 16.20.230 (8)	1979	29S	56E	CRM	1	Lots 1-3	85.85	Chilkat River Critical Habitat Area	\$39,300.00	\$11,594	\$50,894
58928	AS 16.20.230 (8)	1979	29S	56E	CRM	1	N $\frac{1}{2}$	320.00	Chilkat River Critical Habitat Area			
58928	AS 16.20.230 (8)	1979	29S	56E	CRM	1	NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	Chilkat River Critical Habitat Area			
58928	AS 16.20.230 (8)	1979	29S	56E	CRM	1	N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	Chilkat River Critical Habitat Area			
58928	AS 16.20.230 (8)	1979	29S	56E	CRM	1	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	Chilkat River Critical Habitat Area			
58928	AS 16.20.230 (8)	1979	29S	56E	CRM	1	SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	Chilkat River Critical Habitat Area			
58928	AS 16.20.230 (8)	1979	29S	57E	CRM	6	Lots 3-7	179.84	Chilkat River Critical Habitat Area			
	AS 41.20.170-.190	1970	31S	60E	CRM	17	Lot 2, SW $\frac{1}{4}$ SW $\frac{1}{4}$	66.35	Chilkat State Park	\$50,300.00	\$91,117	\$141,477
	AS 41.20.170-.190	1970	31S	60E	CRM	18	Lots 1-5, SE $\frac{1}{4}$ SW $\frac{1}{4}$	181.34	Chilkat State Park			
	AS 41.20.170-.190	1970	31S	60E	CRM	19	NE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	Chilkat State Park			
	AS 41.20.170-.190	1970	31S	60E	CRM	31	E $\frac{1}{2}$ E $\frac{1}{2}$	160.00	Chilkat State Park			
	AS 41.20.170-.190	1970	31S	60E	CRM	32	SW $\frac{1}{4}$	160.00	Chilkat State Park			
	AS 41.20.170-.190	1970	32S	60E	CRM	6	E $\frac{1}{2}$ E $\frac{1}{2}$	160.00	Chilkat State Park			

Total Due This Page \$ 484,887

APPENDIX D
LEGISLATIVE WITHDRAWALS

ADL Number	State Statute	Date of Transaction	T	R	M	Sec	Legal Description Aliquot Part	Acreage	Use	\$ Fair Market Value	Interest \$	Total \$
55839	AS 16.20.030 (b)	1971	12N	4W	SM	15	Portion of Lot 4 +44.17		Potter Point State Game Refuge	\$ 13,250	\$20,940	\$34,190
	AS 16.20.036	1976	13N	4W	SM	6	Lot 1	30.28	Susitna Flats State Game Refuge	\$ 45,400	\$30,740	\$76,140
	AS 41.20.200-.240	1970	12N	2W	SM	31	SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	120.00	Chugach State Park	\$380,000	\$688,812	\$1,068,812
	AS 41.20.200-.240	1970	12N	2W	SM	32	All	640.00	Chugach State Park			
	AS 41.20.200-.240	1970	14N	1W	SM	9	E $\frac{1}{2}$	320.00	Chugach State Park	\$160,000	\$290,026	\$450,026
	AS 41.20.200-.240	1970	14N	1W	SM	20	SW $\frac{1}{4}$	160.00	Chugach State Park	\$160,000	\$290,026	\$450,026
	AS 41.20.200-.240	1970	14N	1W	SM	21	SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$,	80.00	Chugach State Park	\$160,000	\$290,026	\$450,026
	AS 41.20.200-.240	1970	14N	1W	SM	21	S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	Chugach State Park			
	AS 41.20.200-.240	1970	15N	1W	SM	2	SE $\frac{1}{4}$	160.00	Chugach State Park	\$1,092,000		\$3,071,429
	AS 41.20.200-.240	1970	15N	1W	SM	11	E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$,	400.00	Chugach State Park			
	AS 41.20.200-.240	1970	15N	1W	SM	11	SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$	120.00	Chugach State Park			
	AS 41.20.200-.240	1970	15N	1W	SM	14	All Except NW $\frac{1}{4}$ NW $\frac{1}{4}$	600.00	Chugach State Park	\$1,092,000		\$3,071,429
	AS 41.20.200-.240	1970	15N	1W	SM	15	S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	240.00	Chugach State Park	\$1,092,000		\$3,071,429
	AS 41.20.200-.240	1970	15N	1W	SM	21	All	640.00	Chugach State Park			
	AS 41.20.200-.240	1970	15N	1W	SM	22	All	640.00	Chugach State Park			

Total Due This Page \$5,600,649

APPENDIX D
LEGISLATIVE WITHDRAWALS

ADL Number	State Statute	Date of Transaction	T	R	M	Sec	Legal Description Aliquot Part	Acreage	Use	\$ Fair Market Value	Interest \$	Total \$
	AS 41.20.200-.210	1970	15N	1W	SM	29	E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$,	400.00	Chugach State Park			
	AS 41.20.200-.240	1970	15N	1W	SM	29	SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	Chugach State Park	On previous page		
	AS 41.20.200-.240	1970	15N	1W	SM	31	E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	400.00	Chugach State Park			
Total Acreage								6667.83				

Total Due This Page \$ 0

APPENDIX E

UNDULY ENCUMBERED UNIVERSITY-GRANT LANDS (11Pages)

The University reserves the right to relinquish its interest in lands listed below within 180 days after execution of this agreement. If the University elects to relinquish these lands it shall convey to the State by quitclaim deed any right title or interest that it may have. These lands shall be appraised by an independent fee appraiser and the total value included in Appendix M.

If the University does not elect to relinquish these lands within 180 days, the State shall automatically transfer these lands to the University by quitclaim deed and such lands shall be included in Appendix N.

All lands have been removed from this appendix and placed in appendix N.

APPENDIX F

OPEN LEASES (12 Pages) ;

COMPENSATION DUE:
ISSUE DATE TO PRESENT.

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
61164	2N	1E	CRM	18	Lot 26	4.93	\$ 1,966.36
61166	2N	1E	CRM	18	Lot 33, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	7.03	1,621.25
61220	2N	1E	CRM	18	Lots 27-29	15.59	1,333.56
61165	2N	1E	CRM	18	Lots 30-32]
61165	2N	1E	CRM	18	S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	22.61	] 4,268.22
61168	2N	1E	CRM	18	Lots 34, 35, 36, 45]
61168	2N	1W	CRM	12	Lot 9	69.52	] 4,058.64
62776	2N	1E	CRM	18	Lot 21	2.91	3,831.25
61169	2N	1E	CRM	18	Lot 40	3.00	2,562.13
38937	2N	1E	CRM	18	Lot 19	1.59	1,426.11
61172	2N	1W	CRM	13	Lot 50, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	8.35	3,732.14
61171	2N	1W	CRM	13	Lot 41	4.54	2,890.56
62370	2N	1W	CRM	13	Lot 39	5.46	-0-
61526	2N	1W	CRM	13	Lots 18, 27	8.30	2,976.85
52470	2N	1W	CRM	13	Lot 42	3.47	2,061.44
61278	2N	1W	CRM	13	Lots 17, 28	8.55	3,214.26
61480	2N	1W	CRM	13	Lots 19, 26	8.80	2,551.99
53970	2N	1W	CRM	13	Lot 40	5.22	2,793.96
38936	2N	1W	CRM	13	Lot 43	4.90	9,650.78
62354	2N	1W	CRM	13	SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	8,041.46
23960	3N	1W	CRM	4	NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	60.00	23,344.39
44007	3N	1W	CRM	4	SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	60.00	22,981.97
							\$ 105,307.32

APPENDIX F
OPEN LEASES

COMPENSATION DUE:
ISSUE DATE TO PRESENT

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
62379	4N	1W	CRM	29	Portion of N $\frac{1}{2}$ SW $\frac{1}{4}$ lying West of Richardson Highway	25.00	\$ 10,321.58
62491	4N	1W	CRM	29	Portion of S $\frac{1}{2}$ SW $\frac{1}{4}$ lying West of Richardson Highway	55.00	20,019.13
51175	4N	1W	CRM	32	Lot 1, and portion of W $\frac{1}{2}$ NE $\frac{1}{4}$ lying North of Richardson Highway	62.11	16,677.96
62609	4N	1W	CRM	32	Portion of W $\frac{1}{2}$ NE $\frac{1}{4}$ lying South of Richardson Highway	40.00	12,470.29
62636	4N	1W	CRM	32	Lot 3, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	158.60	34,721.01
38153	4N	2W	CRM	26	NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	10.00	9,121.71
51003	4N	2W	CRM	26	NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	10.00	3,104.98
62559	4N	2W	CRM	29	SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	10.00	1,463.97
65120	4N	1W	CRM	29	Portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$ lying East of the Richardson Highway	5.00	6,984.69
64607	1N	1E	FM	23	NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$	120.00	21,349.26
32919	1N	1E	FM	24	NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	17,762.49
45586	1N	2E	FM	28	N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	9,432.89
45585	1N	2E	FM	30	SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$	200.00	25,601.98
02380	1N	1W	FM	33	Lots 1,2, Block 1	1.021	55,883.00
02369	1N	1W	FM	33	Lot 3, Block 1	1.706	29,117.35
21257	1N	1W	FM	33	Tract C and D of Lot 1	.278	14,598.96
22304	1N	1W	FM	33	S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$	40.00	9,786.48
							\$ 298,417.73

APPENDIX F
OPEN LEASES

COMPENSATION DUE:
ISSUE DATE TO PRESENT

ADL.	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
39877	1N	1W	FM	33	Tract B within Lot 2	0.704	\$ 36,609.29
59803	2N	1W	FM	34	Portion of Lot 3 lying North of Goldstream Road	20.00	13,469.93
60258	2N	1W	FM	34	Portion of Lots 1,2, lying South of Goldstream Road	19.00	11,919.57
63513	2N	1W	FM	34	Portion of Lots 1,2, lying North of Goldstream Road	34.00	11,604.31
64619	2N	1W	FM	34	Lot 4, $W\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$, Portion of Lot 3 lying South of Goldstream Road	39.00	13,365.31
57716	1S	2E	FM	33	$NW\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$	10.00	5,266.57
57684	1S	2E	FM	33	$SE\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$	10.00	4,771.86
57681	1S	2E	FM	33	$SW\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$	10.00	5,911.71
57761	1S	2E	FM	33	$SE\frac{1}{4}NE\frac{1}{4}NE\frac{1}{4}$	10.00	4,756.17
57760	1S	2E	FM	33	$NE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$	10.00	4,896.92
57683	1S	2E	FM	33	$NE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$	10.00	5,376.19
57944	1S	2E	FM	33	$NW\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$	10.00	4,393.38
57942	1S	2E	FM	33	$SE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$	10.00	5,941.36
57717	1S	2E	FM	33	$NE\frac{1}{4}NW\frac{1}{4}NE\frac{1}{4}$	10.00	5,332.99
57685	1S	2E	FM	33	$NE\frac{1}{4}NE\frac{1}{4}SE\frac{1}{4}$	10.00	4,913.18
57682	1S	2E	FM	33	$SE\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$	10.00	6,827.50
57759	1S	2E	FM	33	$NW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}$	10.00	4,384.18
81264	1S	2E	FM	33	Lot 8, Block B. Wrangell Subdivision	4.339	-0-
							\$149,740.42

APPENDIX F

COMPENSATION DUE:
ISSUE DATE TO PRESENT

OPEN LEASES

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
19476	4S	4E	FM	33	E $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$	20.00	\$ 6,384.72
37560	5S	4E	FM	23	SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	9,308.22
Harding Lake Subdivision							
21837	5S	4E	FM	26	Lot 1, Block 1	0.718	1,056.66
52721	5S	4E	FM	26	Lot 1, Block 2	0.459	584.43
49688	5S	4E	FM	26	Lot 5, Block 3	0.459	426.22
52021	5S	4E	FM	26	Lot 3, Block 1	0.575	413.52
37560	5S	4E	FM	26	N $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	-0-
58182	5S	4E	FM	26	Lots 11,12, Block 1 Lot 4, Block 3	1.615	-0-
59095	5S	4E	FM	26	Lot 4, Block 5	0.459	149.33
59894	5S	4E	FM	26	Lot 1, Block 5	0.459	152.87
62980	5S	4E	FM	26	Lot 1, 2, Block 4	0.918	71.00
62160	5S	4E	FM	26	Lots 8-10, Block 2 Lots 1-3, Block 3	2.754	1,382.49
62480	5S	4E	FM	26	Lot 28, Block 1	0.576	-0-
62481	5S	4E	FM	26	Lot 29, Block 1	0.576	-0-
62479	5S	4E	FM	26	Lot 27, Block 1	0.576	174.27
62478	5S	4E	FM	26	Lot 26, Block 1	0.576	214.25
62389	5S	4E	FM	26	Lot 6-10, Block 3	2.295	-0-
63689	5S	4E	FM	26	Lot 38, Block 1	0.55	-0-
61110	5S	4E	FM	26	Lot 20, 21, Block 1	1.155	285.27
64185	5S	4E	FM	26	Lots 14-16, Block 1	1.735	433.10
							\$ 21,036.35

APPENDIX F

OPEN LEASES

COMPENSATION DUE:
ISSUE DATE TO PRESENT

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
61107	5S	4E	FM	26	Lots 3, 4, Block 4	0.918	\$ 314.66
64197	5S	4E	FM	26	Lot 32, Block 1	0.576	120.98
64243	5S	4E	FM	26	Lot 5, Block 5	0.459	146.69
63280	5S	4E	FM	26	Lot 41, Block 1	0.717	223.88
61244	5S	4E	FM	26	Lot 4, Block 1	0.718	191.57
63731	5S	4E	FM	26	Lot 36, Block 1	0.575	186.36
63732	5S	4E	FM	26	Lot 37, Block 1	0.574	186.35
63750	5S	4E	FM	26	Lot 35, Block 1	0.575	196.60
63675	5S	4E	FM	26	Lot 6,7, Block 5	0.803	234.66
67517	5S	4E	FM	26	Lots 11, 12, Block 1	1.015	7,185.95
75791	5S	4E	FM	26	Lots 8-10, Block 3	1.5	1,201.20
76149	5S	4E	FM	26	Lot 1, Block 4	0.459	331.38
37841	5S	4E	FM	26	Lot 3, Block 2	0.46	549.19
80399	5S	4E	FM	26	Lot 31, Block 1	0.575	424.00
53693	10S	10E	FM	1	SW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$	10.0	3,721.91
53694	10S	10E	FM	1	SE $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$	10.0	3,567.05
44814	10S	10E	FM	12	NE $\frac{1}{2}$ NE $\frac{1}{2}$ NE $\frac{1}{2}$	10.00	3,697.91
35449	10S	11E	FM	33	Lots 1-4, 8,9,11, 21-25, N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{2}$, SW $\frac{1}{2}$, NW $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ SE $\frac{1}{2}$, N $\frac{1}{2}$ NE $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$	525.13	17,925.59
							\$ 40,405.93

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
Tanana Heights Subdivision (Lot 2)							
30052	1S	2W	FM	33	Lot 7 Tanana Heights Subdivision within Lot 2	2.456	2,114.44
30070	1S	2W	FM	33	Lot 4B Tanana Heights Subdivision within Lot 2	1.04	2,824.43
30028	1S	2W	FM	33	Lot 2B Tanana Heights Subdivision within Lot 2	1.06	2,088.10
30033	1S	2W	FM	33	Lot 5 Tanana Heights Subdivision within Lot 2	2.96	3,898.45
30032	1S	2W	FM	33	Lot 3B Tanana Heights Subdivision within Lot 2	1.12	2,298.10
30034	1S	2W	FM	33	Lot 4A Tanana Heights Subdivision within Lot 2	0.68	1,761.69
39202	1S	2W	FM	33	Lot 1A, 2A, 3A Tanana Heights Subdivision	0.976	3,621.09
02377	1N	1W	FM	33	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	33,664.14
65238	2N	12W	SM	10	N $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	10,225.96
65241	2N	12W	SM	10	NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	8,390.57
65244	2N	12W	SM	10	Portion of S $\frac{1}{2}$ SE $\frac{1}{4}$ lying West of Coho Loop Road	30.00	7,652.33
65239	2N	12W	SM	10	SE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	8,728.04
							\$ 87,267.34

APPENDIX F
OPEN LEASES

COMPENSATION DUE:
ISSUE DATE TO PRESENT

ADD.	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
65245	2N	12W	SM	15	Portion of NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying North of Coho Loop Road	10.00	\$ 3,668.73
65246	2N	12W	SM	15	Portion of NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying South of Coho Loop Road	30.00	8,755.52
65247	2N	12W	SM	15	NE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	4,405.28
65248	2N	12W	SM	15	Lot 1	35.71	4,184.54
65250	2N	12W	SM	32	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	15,330.80
21928	5N	11W	SM	23	SE $\frac{1}{4}$	160.00]	
21928	5N	11W	SM	25	S $\frac{1}{2}$ NW $\frac{1}{4}$	80.00]	
21928	5N	11W	SM	26	NE $\frac{1}{4}$, SW $\frac{1}{4}$	320.00]	
21928	5N	11W	SM	35	NW $\frac{1}{4}$	160.00]	-0-
51107	12N	4W	SM	15	Within Lot 4	0.86	2,969.30
65282	2N	12W	SM	15	Portion of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ lying East of the Sterling Highway	8.00	2,779.61
64774	17N	2W	SM	2	W $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	20,142.28
64655	17N	2W	SM	2	SW $\frac{1}{4}$	160.00	38,521.68
64839	17N	2W	SM	3	S $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	19,164.36
							<u>\$119,922.10</u>

APPENDIX F

COMPENSATION DUE:

OPEN LEASES

ISSUE DATE TO PRESENT

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
56034	17N	2W	SM	8	W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	30.00	\$ 4,051.12
52167	17N	2W	SM	10	SW $\frac{1}{4}$	160.00	59,475.49
66775	17N	2W	SM	14	SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	7,185.95
65966	17N	2W	SM	14	SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	5,968.54
64771	17N	2W	SM	14	NE $\frac{1}{4}$ SW $\frac{1}{4}$	160.00	5,623.29
200422	17N	2W	SM	15	Within the N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	10.00	4,133.52
204149	17N	2W	SM	15	Within the S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	10.00	5,212.45
204150	17N	2W	SM	15	Within the N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	10.00	5,353.45
200421	17N	2W	SM	15	Within the N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	10.00	4,745.70
68678	17N	2W	SM	15	Within the S $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$,	40.00	2,281.47
52209	17N	2W	SM	17	SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	14,828.63
64950	17N	2W	SM	15	S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$	10.00	1,371.07
52168	17N	2W	SM	18	Lot 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$	157.28	49,217.60
64914	17N	2W	SM	23	NW $\frac{1}{4}$	160.00	35,851.73
46382	17N	2W	SM	34	S $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	42,863.73
56716	17N	3W	SM	14	NE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	6,779.80
56719	17N	3W	SM	20	Lot 32	24.42	7,396.35
02830	17N	3W	SM	30	Lots 14, 15, 16	5.45	13,536.48
73717	18N	1W	SM	20	SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	5,154.60
200161	18N	1W	SM	20	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	5,244.00
200223	18N	1W	SM	20	SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	7,499.22
64415	18N	1W	SM	20	SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	120.00	26,815.19
64851	18N	1W	SM	20	NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	-0-
33716	18N	1W	SM	20	S $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	19,632.29
						\$	340,221.67

APPENDIX F
OPEN LEASES

COMPENSATION DUE:
ISSUE DATE TO PRESENT

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
66776	18N	1W	SM	31	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	\$ 10,175.49
61919	18N	1W	SM	33	S $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	21,264.64
22526	22N	4W	SM	2	Lot 3,4, S $\frac{1}{2}$ NW $\frac{1}{4}$	162.87	13,184.37
56726	18N	1W	SM	35	E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	34,439.60
22652	24N	4W	SM	4	Lot 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$	320.37	37,569.76
51428	24N	4W	SM	5	Lot 4	40.07	6,560.78
51621	24N	4W	SM	5	SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	6,284.10
51515	24N	4W	SM	5	SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	10,418.34
49795	24N	4W	SM	5	SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	8,018.41
Block 1 - Benka Lake Subdivision							
34327	24N	4W	SM	9	Lot 17	2.00	3,099.79
55049	24N	4W	SM	9	Lot 18	2.20	2,725.29
53560	24N	4W	SM	9	Lot 19	2.269	940.81
55050	24N	4W	SM	9	Lot 20	2.23	2,766.58
34202	24N	4W	SM	9	Lot 21	1.87	4,049.45
34315	24N	4W	SM	9	Lot 22	2.158	4,334.78
76900	24N	4W	SM	9	Lot 23	2.124	4,604.02
34379	24N	4W	SM	9	Lot 24	2.296	3,996.20
34325	24N	4W	SM	9	Lot 25, 26	4.091	9,562.57
34306	24N	4W	SM	9	Lot 27	2.441	4,225.05
34212	24N	4W	SM	9	Lot 28	2.071	5,133.47
55051	24N	4W	SM	9	Lot 29	1.63	3,067.52
							\$ 196,361.02

APPENDIX F

OPEN LEASES

COMPENSATION DUE:

ISSUE DATE TO PRESENT

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due	
55059	24N	4W	SM	32	Lot 1	38.51	\$ 13,126.82	
56308	24N	4W	SM	32	Within the S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	2.2	811.81	
55058	24N	4W	SM	32	NE $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	20.00	3,626.77	
66666	24N	4W	SM	32	Within the NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$	+2.89	1,439.65	
39080	26N	4W	SM	20	NE $\frac{1}{4}$	160.00	11,041.82	
47809	26N	4W	SM	20	NE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	8,229.09	
49430	26N	4W	SM	20	NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	4,836.51	
49685	26N	4W	SM	20	NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	6,037.26	
47983	26N	4W	SM	20	SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	7,540.81	
46499	26N	4W	SM	29	SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ excluding the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	.80	16,206.23
49172	26N	4W	SM	29	NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	6,653.54	
55060	26N	5W	SM	25	Lot 29	4.91	2,057.01	
55061	S & V	26N	5W	SM	25	Lot 33	4.23	1,867.69
55062	S & V	26N	5W	SM	25	Lot 34	3.57	568.53
49766	S & V	26N	5W	SM	25	Lot 37	3.78	9,518.95
55063	26N	5W	SM	25	Lot 38	5.60	4,912.44	
55064	26N	5W	SM	25	Lot 41	2.70	1,955.44	
55071	26N	5W	SM	25	Lot 42	2.70	<u>2,740.09</u>	
							\$ 103,170.46	
						TOTAL	<u>\$1,965,821.58</u>	

APPENDIX F

CLOSED LEASES

COMPENSATION DUE:

ISSUE DATE TO PRESENT

ADL	Township	Range	Meridian	Section	Aliquot Part	Acreage	Compensation Due
38938	2N	1E	CRM	18	Lots 20, 23	4.20	\$ 1,191.13
02833	3N	1W	CRM	4	W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$	40.00	22,923.82
61720	4N	1W	CRM	29	Portion of S $\frac{1}{2}$ SW $\frac{1}{4}$ lying East of Richardson Hwy.	25.00	2,274.42
46483	4N	2W	CRM	30	Lot 18	4.47	1,911.60
53865	4N	2W	CRM	30	Lot 19	4.42	3,976.53
45008	1N	1E	FM	24	SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	1,890.83
40014	1N	1E	FM	26	NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	8,490.56
57943	1S	2E	FM	33	NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$	10.00	118.52
30076	1S	2W	FM	33	Lot 6	2.29	869.91
62412	5S	4E	FM	26	Lots 30, 31 Block 1	1.150	5.88
50738	17N	3W	SM	32	E $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	257.49
56715	17N	1W	SM	6	Lot 5	37.07	7,379.66
56764	18N	1W	SM	24	NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	10,160.01
64951	18N	1W	SM	33	S $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	11,669.72
61828	24N	4W	SM	32	Lot 2, SW $\frac{1}{4}$ NW $\frac{1}{4}$	74.73	5,935.08
02334	15N	3W	SM	6	SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, South 400 feet of Lot 4	+40.00	
02384	15N	3W	SM	7	Lots 1-3, N $\frac{1}{2}$ of Lot 4, E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$	+504.7	299,799.66
							<u>\$378,854.82</u>

LEASE VALUATION PROCESS

The purpose of the lease valuation process is to derive a total value for each lease which will be purchased by the State. The dollar value of each lease is arrived at by equating the original and current fair market values to determine an average annual increase in fair market property value. This average annual increase in fair market value is then used to project property value and rental rates over time. Then rental rates and values are discounted over time to determine the rental value of each lease as of the date of issue.

The valuation process is as follows: The current fair market value is established through an independent fee appraisal. This figure is then compared with the original fair market value to determine the trends of property values during the interim period. Periodic rental rates are then established from projected market values based on the established trends. The purpose of this mechanism is to account for the deficiencies resulting from the administration of subject leases which did not allow for the periodic reappraisal and subsequent establishment of new rental rates. The total value of these rental rates, for the life of the lease, is then discounted to express the value of each lease in terms of the date of issue.

A. Summary of Steps

- Step 1 Enter the "Original Fair Market Value" of the lease on line (a) of the Table of Lease Calculations and on the first line of column (e) "Fair Market Value," below.
- Step 2 Enter the "1932 Fair Market Value" of the lease on line (b) of the Table of Lease Calculations.
- Step 3 Using a standard discounting and compounding table, compare the figures on lines (a) and (b) to determine the "Average Annual Percent Increase in Fair Market Value" of the lease from the date of issue to the present. Enter this figure as a percent on line (c) of the Table of Lease Calculations.
- Step 4 Enter the appropriate "Rental Rate" on all lines of column (f). Use 8% (.08) for all leases classified as "commercial" or "utility." Use 6% (.06) for all other lease classifications.
- Step 5 Multiply the figure in column (e) by the percentage in column (f). Multiply the result by _____, discounting this last product at a rate of 9% (.09) back to the date of issue of the lease and enter it in column (g), "Discounted Rental Value."
- Step 6 Using a standardized compounding table establish a new "Fair Market Value" for the next five year lease period by multiplying the preceding "Fair Market Value" in column (e) by the "Average Annual Percent Increase in Fair Market Value" (line (c)), applied over a five year period. Enter the result in the next open line in column (e), "Fair Market Value."
- Step 7 Repeat Steps 5 and 6 for the remainder of the lease term.
- Step 8 Sum the figures in column (g) and enter the total in box (h), "Total Discounted Rental Value".
- Step 9 Using a standard table, compound the "Total Discounted Rental Value" in box (h) at a rate of 9% (.09) forward from the date of issue to the present. Enter the result in box (i), "Total Current Rental Value."
- Step 10 From the "Accounting Sheet" box (j) enter the Total Rent Received to Date" into box (j) "Total Rental Received to Date" on the Table of lease Calculations.
- Step 11 Subtract the figure in box (j) "Total Rent Received to Date" from the figure in box (i), "Total Current Rental Value." Enter the result in box (k), "Total Amount Due the University for Purchase of this Lease." Sum all the box (k)'s from all the lease calculations sheets and enter the result into Appendix _____, Total Compensation.

LEASE VALUATION PROCESS

A. Summary of Steps

Step 12 If the University does not elect to receive University-grant lands under lease, the State shall purchase these lands at their current fair market value as determined by appraisal. The University shall receive the proper lease rental values from the date of execution of the lease to the date the land is purchased by the State according to the lease evaluation process described in this appendix.

APPENDIX G

LEASE VALUATION PROCESS

B. Narrative Explanation of Steps as Described in A (above).

Step 1 Enter the "Original Fair Market Value" of the lease on line (a) of the table of lease calculations and on the first line of column (e), "Fair Market Value," below.

The "Original Fair Market Value" figure is found by dividing the annual rental payment specified on Page 1 of the original lease agreement by 6% (.06) which was the percentage of the fair market value used as a rental rate when the lease was issued. In the case of quarterly rental payments the rental figure must first be multiplied by four and then divided by the rental percentage to obtain the fair market value figure.

Step 2 Enter the "1982 Fair Market Value" of the lease on line (b) of the table of lease calculations.

The "1982 Fair Market Value" figure will be supplied for each lease by an appraisal conducted by an independent appraiser.

Step 3 Using a standard discounting and compounding table, compare the figures on lines (a) and (b) to determine the "Average Annual Percent Increase in Fair Market Value" of the lease from the date of issue to the present. Enter this figure as a percent on line (c) of the table of lease calculations.

This step determines which rate of percentage increase, when applied to the "Original Fair Market Value," will result in the "1982 Fair Market Value" between the time the lease was issued to the present. Divide the "1982 Fair Market Value" figure by the "Original Fair Market Value" figure first, thus deriving a multiplier which equates the two figures. Enter the compounding table with the number of years between the two figures on one axis and locate the multiplier in the body of the table which most closely approximates the multiplier derived above. The "Interest Rate" which corresponds to this figure will be the "Average Annual Percent Increase in Fair Market Value."

Step 4 Enter the appropriate "Rental Rate" on all lines of column (f). Use 8% (.08) of "Fair Market Value" for all leases classified as "commercial" or "utility" and 6% (.06) of "Fair Market Value" for all other lease classifications.

The lease classification is found on Page 1 of the original lease document. Note the classification and enter the appropriate figure.

Step 5 Multiply the figure in column (e) by the percentage in column (f). Multiply the result by a constant from a compounding and discounting table, discounting this product at a rate of 9% (.09) to the date of issue of the lease. Enter the result in column (g) "Discounted Rental Value."

The first operation in this step, multiplying the "Fair Market Value" by the rental percentage, determines the annual rental for the indicated lease period. Since each period is five years long the product is then multiplied by a constant from the discounting table which gives the value of five equal one year payments discounted at a rate of 9% (.09) back to the beginning of the five year lease period. The result is the value of all the rental payments for the indicated five year lease period at the date of issue of the lease.

Step 6 Using a standardized compounding table, establish a new Fair Market Value (e) for the next five year lease period by multiplying the preceding Fair Market Value in column (e) by the "Average Annual Percent Increase in Fair Market Value" (line (c)), applied over a five year period. Enter the result in the next open line in column (e) "Fair Market Value."

This step provides a new fair market value figure for the next lease period just as if a reappraisal had occurred as specified in the lease agreement. Here we project what that new Fair Market Value will be by applying the average percent increase in value observed in historic years to the future years of the lease. In practice one enters the compounding table with a term of five years and an "Interest

APPENDIX G

LEASE VALUATION PROCESS

B. Narrative Explanation of Steps as Described in A (above).

Rate" corresponding to the figure on line (c). The resultant multiplier is applied to the preceding Fair Market Value and a new Fair Market Value for the next five year period is the product.

Step 7 Repeat Step 5 and Step 6 for the remainder of the lease term.

Since steps five and six work with five year portion of the lease only, they must be repeated until the term of the lease in its entirety has been valued. The term of the lease is specified on Page 1 of the original lease document.

Step 8 Sum the figures in column (g) and enter the total in box (h), "Total Discounted Rental Value."

The operations so far have calculated the value of five year periods of rental payments expressed in terms of dollars as of the date of issue of the lease. This step totals all those five year period values to produce a total rental value of the lease expressed in dollars as of the date the lease was issued.

Step 9 Using a standard table, compound the "Total Discounted Rental Value" in box (h) at a rate of 9% (.09) forward from the date of issue of the lease to the present. Enter the result in box (i), "Total Current Rental Value."

This step places the total value of the lease (previously expressed in terms of dollars as of the date the lease was issued) in terms of current dollars. In practice one enters the compounding table with an interest rate of 9% (.09) and a term of years equal to the number of years from the date of issue of the lease to the present. The resulting multiplier is applied to the "Total Discounted Rental Value" (h) to obtain the "Total Current Rental Value" of the lease.

Step 10 From the "Accounting Sheet" box (j) enter the "Total Rent Received to Date" into box (j), "Total Rent Received to Date" on the Table of Lease Calculations.

This step transfers the information from the "Accounting Sheet" to the "Table of Lease Calculations." The information transferred is the total amount of lease payments actually received by DNR from the lessee.

Step 11 Subtract the figure in box (j) "Total Rent Received to Date" from the figure in box (i), "Total Current Rental Value." Enter the result in box (k), "Total Amount Due the University for Purchase of this Lease." Sum all the box (k)'s from all the lease calculation sheets and enter the result into Appendix , "Total Compensation."

The above step reduces the amount the State must pay for the lease by the amount already received by the University for the lease. The lease valuation Steps 1 through 10 have calculated how much the entire lease is worth from the date of its issue to its expiration. Some of this value, however, has already been captured by the University in the form of lease payments collected by DNR and placed in the University of Alaska Permanent Fund. Therefore, the "buy out" value of the lease must be reduced by this amount. The "accounting sheet" lists and totals these payments and this step totals all the lease purchase values from all the lease calculation sheets and places them in the Appendix which tallies the total compensation due the University.

Note: This process pays the University for the total value of each lease. Any rent that the State collects from the lessee during the remaining life of the lease is retained by the State. The State does not transfer rents to the University because the State has purchased each lease by and through this process.

Step 12 If the University does not elect to receive University-grant lands under lease, the State shall purchase these lands at their current fair market value as determined by appraisal. The University shall receive the proper lease rental values from the date of execution of the lease to the date the land is purchased by the State according to the lease valuation process described in this appendix.

APPENDIX H

WORKSHEET FOR LEASE VALUATION PROCESS FOR ADL # _____

DATE OF ISSUE / /

(A) ORIGINAL FAIR MARKET VALUE _____

(B) 1982 FAIR MARKET VALUE _____

(C) AVERAGE ANNUAL % INCREASE IN FAIR MARKET VALUE _____

LEASE YEARS (D)	FAIR MARKET VALUE (E)	RENTAL RATE (F)	DISCOUNTED RENTAL VALUE (G)
0 - 5	FROM LINE (A)		
6 - 10			
11 - 15			
16 - 20			
21 - 25			
26 - 30			
31 - 35			
36 - 40			
41 - 45			
46 - 50			
51 - 55			
TOTAL DISCOUNTED RENTAL VALUE			(H)

COMPOUNDED TO PRESENT AT 9% (.09)

TOTAL CURRENT RENTAL VALUE

(MINUS) -- TOTAL RENT RECEIVED TO DATE AS DETERMINED THROUGH "ACCOUNTING"

(EQUALS) = SUBTOTAL

(PLUS) + DOLLAR AMOUNT DUE THE UNIVERSITY FROM UNCOLLECTED RENTAL PAYMENTS

(EQUALS) = TOTAL AMOUNT DUE THE UNIVERSITY FOR THE PURCHASE OF THIS LEASE

(I)
(J)
(K)

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES (9 Pages)

The parties shall review each ADL disposal or transaction listed below and determine the amount due for each billing period, the amount collected and coded to the University of Alaska Permanent Fund, and the outstanding balance. Each balance shall be brought forward with interest at nine percent (9%) compounded annually. The total amount due for uncollected revenues shall be entered in Appendix M.

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
00616	OGL	\$ 188.68	17025	LL	\$ 0
00617	OGL	0	17135	LL	0
01806	OGL	0	17241	LL	0
01807	OGL	0	17633	OGL	0
01808	OGL	0	17634	OGL	0
01809	OGL	0	17635	OGL	0
01810	OGL	0	17636	OGL	0
01811	OGL	0	17637	OGL	0
01819	OGL	0	17638	OGL	0
01820	OGL	0	17639	OGL	0
01821	OGL	0	17640	OGL	0
01822	OGL	0	17641	OGL	0
01823	OGL	0	17642	OGL	0
01824	OGL	0	17643	OGL	0
			18053	LL	0
02369	LL	0	18435	OGL	0
02377	LL	0	18436	OGL	0
02380	LL	0	18437	OGL	0
02384	LL	0	18438	OGL	0
02486	OGL	0	18439	OGL	0
02487	OGL	0	18440	OGL	0
02488	OGL	0	18441	OGL	0
02829	LL	0	18442	OGL	0
02850	LL	0	18723	OGL	0
02833	LL	731.21	18727	OGL	0
02841	LL	4540.00	18788	OGL	0
02992	LL	357.32	18789	OGL	0
16886	LL	130.31	19476	LL	0

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
19690	LL	\$ 0	23716	LL	\$ 0
20879	LL	0	23960	LI	0
21041	OGL	0	23987	LL	0
21042	OGL	0	24072	OGL	0
21043	OGL	0	24627	LL	10.90
21044	OGL	0	25073	LL	
21045	OGL	0	25168	LL	0
21046	OGL	0	29912	LL	0
21048	OGL	0	29913	LL	0
21049	OGL	0	30028	LL	0
21050	OGL	0	30032	LL	977.96
21051	OGL	0	30033	LL	1557.60
21053	OGL	0	30034	LL	0
21054	OGL	0	30052	LL	0
21056	OGL	0	30070	LL	283.00
21057	OGL	0			
21059	OGL	0	30076	LL	0
21076	OGL	0			
21257	LL	1205.73	30387	LL	0
21615	LL	0	30471	LL	0
21837	LL	0	32037	MS	
21928	LL	0	32724	LL	0
22080	OGL	0	32905	ML	
22082	OGL	0	32919	LL	0
22085	OGL	0	33182	OGL	2415.02
22086	OGL	0	33716	LL	171.16
22087	OGL	0	34200	LL	0
22089	OGL	0	34202	LL	0
22304	LL	0	34204	LL	362.00
22526	LL	0	34206	LL	0
22552	LL	762.12	34210	LL	0
22654	LL	0	34211	LL	0
22655	LL	0	34212	LL	0
22656	LL	0	34213	LL	0
22684	LL	0	34214	LL	0

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
34218	LL	\$ 0	38153	LL	\$ 0
34219	LL	0	38569	MS	0
34221	LL	76.45	38751	TS	
34305	LL	0	38831	LL	0
34306	LL	0	38934	LL	0
34307	LL	0	38955	LL	0
34315	LL	0	38936	LL	0
34325	LL	0	38937	LL	0
34326	LL	0	38938	LL	0
34327	LL	0	39080	LL	0
34379	LL	59.97	39172	OGL	
34394	LL	0	39173	OGL	
34395	LL	72.84	39202	LL	0
34404	LL	0	39877	LL	0
34466	OGL		40014	LL	338.49
35449	LL		41157	OGL	0
35810	OPP		41159	OGL	0
36519	OGL	0	41162	OGL	0
36547	OGL	0	41163	OGL	0
36548	OGL	0	41164	OGL	0
36565	LL	0	41166	OGL	0
36570	LL	43.82	41168	OGL	0
36625	OGL		41170	OGL	0
36627	OGL	0	41171	OGL	0
36633	LL	0	41172	OGL	
36826	LL	0	41176	OGL	0
36917	MS	0	41177	OGL	0
37286	LL	0	41178	OGL	0
37480	LL	0	41181	OGL	0
37560	LL	0	41183	OGL	0
37841	LL	0	41211	OGL	678.97
38075	LL	1318.29	41212	OGL	0
			41213	OGL	0
			41214	OGL	0
			41215	OGL	0
			41217	OGL	0
			41218	OGL	0
			41219	OGL	0
			41220	OGL	0

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
41221	OGL	\$ 0	49469	LL	\$ 0
41222	OGL	0	49685	LL	0
41223	OGL	0	49688	LL	0
41224	OGL	0			
41226	OGL	0	49766	LL	0
41227	OGL	0	49795	LL	0
41228	OGL	0			
41230	OGL	0	50038	LL	0
41232	OGL	0	50587	LL	6.62
41233	OGL	0	50588	LL	0
41236	OGL	0	50603	LL	0
41237	OGL	0	50738	LL	
41243	OGL	0	50797	LL	0
41244	OGL	0	51003	LL	600.00
44007	LL	0	51065	LL	0
44780	LL	0	51107	LL	153.52
44805	LL	0	51428	LL	15.60
44807	LL	0	51513	LL	0
44814	LI	0	51515	LL	0
45008	LL	0	51621	LL	0
45585	LL	0	51730	SLUP	
45586	LL	0	52021	LL	109.42
46382	LL	0	52167	LL	0
46483	LL	0	52168	LL	0
46499	LL	967.38	52203	LL	0
47113	NC-OGL		52209	LL	0
47139	LL	0	52216	LL	0
47692	OPP		52388	LL	0
47700	LL		52470	LL	50.00
47809	LL	510.00	52581	SLUP	0
47974	TS		52703	LL	0
47983	LL	298.37	53444	LL	923.17
49148	TS		53560	LL	0
49172	LL	0	53693	LL	144.72
49430	LL	0	53694	LL	0

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
53865	LL	\$ 0	56716	LL	\$ 0
53969	LL	0	56719	LL	0
53970	LL	34.97	56720	LL	0
54260	OGL	0	56725	LL	
54261	OGL	0	56726	LL	0
54262	OGL	0	56764	LL	369.22
54263	OGL	0	57265	OGL	
54368	LL	0	57679	LL	0
55041	LL	242.86	57681	LL	0
55042	LL	27.03	57682	LL	3.64
55043	LL	0	57683	LL	151.65
55044	LL	0	57684	LL	0
55049	LL	59.81	57685	LL	137.23
55050	LL	143.22	57715	LL	0
55051	LL	356.98	57716	LL	1257.87
55052	LL	287.46	57717	LL	924.87
55054	LL	0	57759	LL	60.30
55055	LL	212.75	57760	LL	1631.58
55056	LL	492.00	57761	LL	0
55057	LL	0	57942	LL	0
55058	LL	0	57943	LL	0
55059	LL	5104.00	57944	LL	0
55060	LL	669.40	58182	LL	0
55061	LL	29.15	58711	OGL	0
55062	LL	0	59095	LL	353.50
55063	LL	106.70	59154	MS	
55064	LL	114.68	59469	TS	
55071	LL	0	59701	TS	
55077	LL	0	59803	LL	0
55474	OPP		59849	LL	0
56034	LL	0	59894	LL	0
56308	LL	19.14	59898	LL	0
56715	LL	0	59899	LL	0

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number.</u>	<u>Type</u>	<u>Value</u>
60057	LL	\$	61175	LL	\$ 0
60258	LL		61200	NC-UGL	
60572	UGL		61220	LL	157.00
60584	UGL	0	61278	LL	803.96
60585	UGL	0	61480	LL	0
60586	UGL	0	61526	LL	19.83
60592	UGL	0	61532	MS	
60600	UGL	0	61720	LL	0
60601	UGL	134.16	61828	LL	1,693.30
60602	UGL	0	62160	LL	3,671.22
60604	UGL	0	62272	LL	349.50
60605	UGL	0	62354	LL	0
60606	UGL	0	62370	LL	0
60607	UGL	0	62379	LL	1,286.36
60608	UGL	0	62389	LL	0
60609	UGL	0	62412	LL	0
60611	UGL	0	62477	LL	0
60612	UGL	0	62478	LL	0
60613	UGL	0	62479	LL	0
60614	UGL	0	62480	LL	0
60617	UGL	0	62481	LL	114.92
60739	LL	0	62491	LL	2,706.09
61098	SLUP	0	62559	LL	154.68
61164	LL	0	62565	LL	0
61165	LL	0	62609	LL	0
61166	LL	0	62636	LL	4,615.30
61168	LL	1,915.95	62661	LL	1,293.75
61169	LL	0	62758	SLUP	0
61170	LL	0	62776	LL	0
61171	LL	374.75	62946	MS	0
61172	LL	0	62980	LL	0
61173	LL	0	62982	LL	900.42
61174	LL	0	62985		

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
63009	MS	\$ 0	64593	MS	\$
63063	OGL		64607	LL	1,406.10
63154	LL	0	64619	LL	0
63280	LL	0	64624	LL	1,025.19
63367	TS		64655	LL	5,006.00
63497	OGL	0	64771	LL	66.48
63512	LL	0	64772	LL	3,214.61
63513	LL	5,259.59	64773	LL	2,058.59
63574	RW/LL	0	64774	LL	21.71
63620	LL	0	64792	LL	4,029.89
63675	LL	0	64839	LL	0
63688	LL	0	64851	LL	1,649.27
63689	LL	0	64853	CPP	
63729	LL	0	64854	CPP	
63730	LL	0	64884	LL	0
63731	LL	631.84	64914	LL	5,043.34
63732	LL	533.25	64940	LL	3,089.48
63750	LL	543.52	64941	LL	5,553.94
63751	LL	0	64942	LL	5,569.47
63764	LL	0	64943	LL	4,007.77
63936	LL	0	64944	LL	2,864.16
64073	OPP		64948	LL	1,913.24
64105	LL	0	64949	LL	3,092.64
64107	LL	0	64950	LL	1,619.56
64110	LL	1,179.36	64951	LL	2,000.22
64111	LL	0	65117	LL	0
64185	LL	0	65120	LL	0
64186	LL	0	65124	SLUP	0
64196	LL	0	65238	LL	0
64197	LL	0	65239	LL	0
64216	LL	473.50	65240	LL	0
64243	LL	29.35	65241	LL	1,114.53
64244	LL	534.40	65242	LL	0
64415	LL	4,036.43	65244	LL	0
64429	MS				

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
65245	LL	\$ 224.82	69352	CPP	\$
65246	LL	1,530.24	71557	LL	106.58
65247	LL	0	73711	TS	
65248	LL	0	73717	LL	1,986.11
65249	LL	0	74476	MS	0
65250	LL	0	75684	MS	41.92
65281	LL	0	75689	RW	
65282	LL	0	75791	LL	0
65369	TS		75928	LL	1,392.92
65380	LL	0	76149	LL	0
65511	LL	242.50	76610	LL	0
65556	LL	0	76611	LL	570.00
65669	CPP		76612	LL	0
55670	CPP		76613	LL	247.77
65677	CPP		76874	LL	0
65679	CPP		76899	LL	0
65683	CPP		76900	LL	535.08
65966	LL	0	77520	MS	1,257.82
66111	LL	2,271.70	78923	MS	
66666	LL	19.94	79292	RW	
66775	LL	0	80058	TS	
66776	LL	0	80599	LL	29.51
66814	MS		80589	SLUP	0
67067	MS		80929	SLUP	0
67190	MS		81281	LL	1,573.05
67261	MS		200028	LL	0
67333	LL	2,036.58	200082	SLUP	0
67342	SLUP	0	200161	LL	0
67517	LL	0	200223	LL	2,569.39
67925	CPP		200587	TS	
68314	LL	864.55	200588	TS	
68318	LL	26.93	200421	LL	0
68678	LL	924.60	200422	LL	0
			200723	MS	

APPENDIX I

ACCOUNTING FOR UNCOLLECTED REVENUES

<u>ADL Number</u>	<u>Type</u>	<u>Value</u>	<u>ADL Number</u>	<u>Type</u>	<u>Value</u>
200918	TS	\$	333014	OGL	\$ 0
200919	TS		333015	OGL	0
200920	TS		333018	OGL	0
201198	Permit		333019	OGL	0
201778	SLUP		333020	OGL	0
201789	SLUP		333023	OGL	0
202750	SLUP		333024	OGL	0
202843	MS		333025	OGL	0
203855	MS		333028	OGL	0
203944	RW		333032	OGL	0
203945	RW		333043	OGL	0
204149	LL	0	333044	OGL	0
204150	LL	141.25	333045	OGL	0
209443	RW		333049	OGL	0
209555	TS		333054	OGL	0
305094	OCL	0	333058	OGL	0
305785	OGL	0	333059	OGL	0
310231	OGL	0	333063	OGL	0
310232	OGL	0	333070	OGL	0
310233	OGL	0	333074	OGL	0
310234	OGL	0	333077	OGL	0
310235	OGL	0	339149	OGL	0
310236	OGL	0			
310237	OGL	0			
310238	OGL	0			
310248	OGL	0			
310250	OGL	0			
400653	RW				
400691	RW				
403624	MS				
407139	RW				
MLUP/MC 181-86					
					TOTAL <u>\$154,454.00</u>

APPENDIX J

DATA REQUESTS - Part A (6 Pages); Part B (3 Pages)

A. Requests for the Department to make available to the University certain ADL casefiles.

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
17027	TS	28S	55E	casefile
24906	RW	8S	6W	casefile
39414	Permit	8S	6W	casefile
44020	ILMT	2N	1E	contract
50198	RUR	5S	12E	casefile
51683	RW apln	2N	1E	casefile
53574	WR	30S	59E	casefile
53890	RW	2N	1W	executed amended permit
57140	LP	3N	1W	casefile
59079	RW	3N	1W	permit and "attached plats"
60291	RW	4S	7E	casefile
61220	LL	2N	1E	casefile
61532	MS	4S	7E	contract
63008	LL	5S	14E	contract
64341	RW	3N	1W	contract
64429	MS	4N	2W, et al	contract
*64593	MS	5S	12E	contract
65120	LL	4N	1W	new contract and map
65369	TS	28S	55E	Need % of UA land involved and volume taken - amount due.
65382	RW	1N	1E	casefile
66814	MS	2N	1W	contract
67067	MS	2N	1W	casefile

*also on another list

APPENDIX J

DATA REQUESTS - Part A

A. Requests for the Department to make available to the University certain ADL casefiles.

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
67102	RW	3N	1W	contract and as-built survey
67261	MS	4N	2W	casefile
68098	RW	8S	6W	casefile
73711	TS	28S	55E	casefile
74765				
81355	FUP apln	4N	1W	casefile
* 200723	MS	4N	2W	contract
202723	WR	8S	6W	casefile
203042	SLUP apln	2N	1E	casefile
* 204192	LL	1N	1E	executed lease
209868	SLUP	4N	2W	executed permit

SEWARD MERIDIAN

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
02384	LL	15N	3W	casefile
02830	LL	17N	3W	casefile
17391	TS	15,16N	3W	casefile
19711	RW	24N	4W	casefile
22654	LL	24N	4W	casefile
28471	LP (RW)	14N	4W	casefile
32384	RW	14N	4W	casefile
32990	RW apln	24N	4W	casefile

*also on another list

SEWARD MERIDIAN

APPENDIX J

DATA REQUESTS - Part A

A. Requests for the Department to make available to the University certain ADL casefiles.

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
33023	ADL access road	24N	4W	casefile
33042	RW	24N	4W	casefile
34307	LL	24N	4W	casefile
34395	LL	24N	4W	casefile
37439	RW	6S	13W	casefile
39412	RUR	2N	12W	casefile
46013	RW	26N	4W	supplemental plat + permit
47700	LL	26N	4W	casefile
49148	TS	26N	5W	casefile
52374	RW	18N	3W	casefile
55042	LL	24N	4W	casefile
55058	LL	24N	4W	casefile
56715	LL	17N	1W	casefile
59546		17N	3W	casefile
59981	Management Rights	18N	1W	casefile
63268	LP +(RW)	16N	3W	casefile
63389	RW apln	16N	3W	casefile
63966	LE	6S	13W	exchange document
64792	LL	18N	1W	casefile
64851	LL	18N	1W	casefile
65553	RUR	28S	4W	casefile

SEWARD MERIDIAN

APPENDIX J

DATA REQUESTS - Part A

A. Requests for the Department to make available to the University certain ADL casefiles.

<u>ADL Numbers</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
65282	LL	2N	12W	casefile
73717	LL	18N	1W	casefile
74407	Lease apln	6S	14W	casefile
74752	RW apln	18N	1W	casefile
78076	RW	9S	14W	permit
79951	RW apln	22N	4W	casefile
200006	LP +(RW)	17N	2W	casefile
200156	LP +(RW)	18N	1W	casefile
200161	LL	18N	1W	casefile
200223	LL	18N	1W	casefile
200307	LP +(RW)	13N	3W	casefile
200495	RW	9S	14W	permit
200684	RUR	9S	14,15W	casefile
200892	Grazing lease apln	5,6S	13W	casefile
200920	TS	2S	14W	casefile
201314	RW apln	2N	12W	casefile
201589	FUP	17N	2W	casefile
201672	RW apln	14N	4W	casefile
201898	RW apln	14N	4W	casefile
201898	RW apln	15N	3W	casefile
203021	RW	1N	12W	casefile
203062	RW	8S	14W	contract

SEWARD MERIDIAN

APPENDIX J

DATA REQUESTS - Part A

A. Requests for the Department to make available to the University certain ADL casefiles.

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
206657	RW apln	24N	4W	casefile
206706	RW	2N	12W	Permit
Oil and Gas ADL Numbers				
17633	OG	1S	13W	casefile
18436	OG	17N	2W	casefile
18437	OG	17N	2W	casefile
35810	OPP	5S	15W	casefile
39172	NC-UGL	17N	3W	casefile
47113	NC-UGL			casefile
47692	OPP	5S	15W	casefile
55474	OPP	16N	2W	casefile
61200	OG	18N	1W	casefile
69352	CPP			permit

Need casefile for partial assignment of SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 29, T26N, R4W, SM (assigned out of 46499).

FAIRBANKS MERIDIAN

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
37592	RW	1N	1W	contract
38455	LL apln	10S	8W	An application was issued. Need application and all correspondence related to this case.
400035	RW			contract and as-built survey

APPENDIX J

DATA REQUESTS - Part A

A. Requests for the Department to make available to the University certain ADL casefiles.

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Information Requested</u>
400054	RW	1N	1E	casefile
400064	RW	10S	10E	contract
400653	RW	1S	2E	contract
400790	RW	1S	1E	permit and as-built survey
402420	RW	1N	1W	contract
402751	RW	5S	4E	permit and as-built survey
403655	RW	5S	4E	contract
56447	RW	1S	2E	permit with amended description
56068	RW	1N	2E	permit and as-built survey
63177	RW	1S	2E	permit and as-built survey
65382	RW			casefile
882	RW	1N	1E	contract and as-built survey
476	MS	5S	4E	contract
*80371	RW	10S	10E	contract
81267	RW	1S	2E	contract

Ester Road right of way from Department of Transportation Section 2 and 3, T1S, R2W, FM, need permit with assigned ADL number.

*also on another list

APPENDIX J

B. Status of questionable ADL casefiles (Issued? Closed? Pending?)

<u>ADL Numbers</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>	<u>Section</u>
02150	28S	56E	CRM	30
02833	3N	1W	CRM	4
17025	3S	14W	SM	31
22654	24N	4W	SM	21
22655	24N	4W	SM	21
22656	24N	4W	SM	21
22684	24N	4W	SM	5
23987	5S	14W	SM	8
24627	30S	58E	CRM	20
26465	4S	7E	CRM	21
32037	2N	1E	CRM	18
32064	5S	14E	CRM	17
34202	24N	4W	SM	9
34211	24N	4W	SM	9
34214	24N	4W	SM	9
34221	24N	4W	SM	9
34307	24N	4W	SM	9
36565	24N	4W	SM	18
36570	24N	4W	SM	18
38075	24N	4W	SM	5
44433	6N	1E	CRM	17
50797	30S	58E	CRM	18
52470	2N	1W	CRM	13

APPENDIX J

B. Status of questionable ADL casefiles (Issued? Closed? Pending?)

<u>ADL Numbers</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>	<u>Section</u>
53865	4N	2W	CRM	30
55043	24N	4W	SM	9
58385	31S	60E	CRM	19
59050	12N	4W	SM	15
59154	28S	55E	CRM	34
61172	2N	1W	CRM	13
61828	24N	4W	SM	32
62272	24N	4W	SM	21
62636	4N	1W	CRM	32
63008	5S	14E	SM	17
63177				
64593	5S	12E	CRM	35
65551	14N	1W	SM	15
65960	21S	17E	CRM	20
65961	21S	17E	CRM	20
66814	2N	1W	CRM	13
67067	2N	1W	CRM	13
74765	2N	1W	CRM	13
75399	8S	6, 7W	CRM	
76123	5N	11W	SM	35
76882	1N	1E	FM	26
78923	3N	1W	CRM	25
79951				
80142	1N	12W	SM	8

APPENDIX J

B. Status of questionable ADL casefiles (Issued? Closed? Pending?)

<u>ADL Numbers</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>	<u>Section</u>
100833	28S	55E	CRM	25
100861	28S	55E	CRM	34
200723	4N	2W	CRM	26
200082	4N	2W	CRM	26
201788	21S	17E	CRM	18
201789	21S	17E	CRM	20
204192	1N	1E	CRM	21
206706	2N	12W	SM	10
207060				
Haines Borough Trail Project	30S	59E	CRM	15
A trailer on the North side of Chitina-McCarthy Road	4S	7E	CRM	22
CRA-81-1	3N	1W	CRM	35
CRA-81-2	2N	1W	CRM	13
CRA-81-3	2N	1W	CRM	13
SE-68	29S	56E	CRM	3

APPENDIX K

ADL CASEFILES TO BE CLOSED BY DEPARTMENT (1 Page)

<u>ADL Number</u>	<u>Type</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>	<u>Section</u>
20975	FUP	1N	12W	SM	17
21323	FUP	2N	12W	SM	15
21350	FUP	24N	4W	SM	32
21549	FUP	1S	2W	FM	16
21690	FUP	2N	12W	SM	22
22711	ILMT	2N	1E	CRM	18
23765	FUP	5S	4E	FM	35
302859	MC	2N	1E	FM	33
302917	MC	2N	1E	FM	33
502918	MC	2N	1E	FM	33
310964	MC	2N	1W	FM	23
310965	MC	2N	1W	FM	23
32037	MS	2N	1E	CRM	18
62979 aka 52857	Permit	12N	4W	SM	1
63503	FUP	7S	8E	FM	33
200388	TS				
201108	SLUP	1N	1E	CRM	33
201589	FUP	26N	4W	SM	29
203405	ILMA	24N	4W	SM	21
73572	MC	2N	1W	FM	26

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
02150	RW	02833	LL	16981	RW
21243	RW	21475	RW	21687	RW
22464	RW	22636	RW	23960	LL
24021	RW	24056	PW	24627	LL
24681	LE	24687	RW	24906	RW
24907	RW	28497	RW	32421	RW
32905	ML Klukwan	34006	RW	36841	RW
38153	LL	38936	LL	38937	LL
39414	LP	40085	WR	40187	WR
40300	WR	44007	LL	44020	ILMT-RW
44433	RW	47398	RW	50180	RW
50797	LL	50801	RW	51003	LL
51683 or 51681	RW	52470	LL	53865	LL
57890	RW	53970	LL	58928	LW
59079	RW	60291	RW	61164	LL
61165	LL	61166	LL	61168	LL
61169	LL	61171	LL	61172	LL
61175	LL	61220	LL	61278	LL
61480	LL	61526	LL	62354	LL
62370	LL	62379	LL	62491	LL
62609	LL	63574	LL	65120	LL
64254	RW	64262	RW	64341	RW
64429	MS	65960	SLUP	65961	SLUP
66814	MS	67067	MS	67102	RW
67261	MS	68098	RW	74765	RW
75399	RW	80113	RW	100833	RW

COPPER RIVER MERIDIAN

APPENDIX L

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
100861	MS	200033	RW	200082	SLUP
201788-9	SLUPS	201994	SLUP	202723	WR
202843	MS	203855	SLUP	209868	SLUP
310231	OG	310232	OG	310233	OG
310234	OG	310235	OG	310236	OG
310237	OG	310238	OG	310248	OG
310250	RW	CRA-81-1,2,3	Permit	SC-631G	House Log Sale
80-049	Firewood Sale	MLUP/MC-181-86	MLUP	SE-68	TS
SEJ-82-048	Permit				

SEWARD MERIDIAN

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
02170	RW	02383	RW	02384	LL
02830	LL	02839	RW	17025	LL
17079	RW	17098	RW	17135	LL
18053	LL	19263	RW	19588	RW
19674	RW	19710		19711	RW
19766	RW	20758	RW	2. 220	RW
21251	RW	21330	RW	21404	RW
21456	RW	21928	LL	22590	RW
22603	RW	28198	RW	22604	RW
28471	RW	22608	RW	32384	RW
22609	OG	32777	RW	22611	RW
33023	RW	22612	RW	33042	RW

SEWARD MERIDIAN

APPENDIX L

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
22613	RW	33716	LL	22614	RW
34202	LL	22615	RW	34204	LL
22652	LL	34211	LL	22654	LL
34212	LL	22655	LL	34213	LL
22656	LL	34214	LL	22680	RW
34221	LL	22684	LL	34306	LL
23721	RW	34307	LL	23987	LL
34315	LL	24003	RW	34325	LL
24544	RW	34327	LL	24935	RW
34379	LL	24940	RW	34494	RW
25098	RW	36565	LL	26737	RW
36570	LL	36633	LL	49685	LL
37439	RW	49766	LL	38075	LL
49795	LL	39080	LL	50587	LL
39394	RW	50588	LL	39395	RW
50603	LL	39503	RW	50723	RW
39673	RW	51065	LL	40085	WR
51099	RW	40187	WR	51107	LL
40204	LL	51428	LL	40300	WR
51515	LL	40676	RW	51621	LL
42065	RW	52167	LL	42391	RW
52209	LL	44133	RW	52374	RW
45524	RW	52954	LE	46013	RW
53293	RW	46382	LL	53560	LL
46499	LL	53569	WR	47809	LL

SEWARD MERIDIAN

APPENDIX L

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
55041	LL	47983	LL	55042	LL
49172	LL	55043	LL	49430	LL
55044	LL	56117	RW	55049	LL
56194	RW	55050	LL	56715	LL
55051	LL	56716	LL	55052	LL
56719	LL	55054	LL	56725	LL
55055	LL	56726	LL	55056	LL
57265	OG	55057	LL	59546	
55058	LL	59898	LL	55059	LL
61828	LL	55060	LL	62272	LL
55061	LL	62970	RW	55062	LL
62979	Permit	55063	LL	63002	RW
55064	LL	63063	RW	55071	LL
63154	LL	55077	LL	63268	RW
55411	RW	63497	OG	55627	RW
55797	RW	63853	RW	55839	LW
63966	LE	55949	RW	64211	RW
56034	LL	64216	LL	56092	LE
64415	LL	64624	LL	65246	LL
64655	LL	65247	LL	64744	LL
65248	LL	64771	LL	65250	LL
64772	LL	65281	LL	64773	LL
65252	LL	64792	LL	65380	LL
64839	LL	65553	RUR	64851	LL

SEWARD MERIDIAN

APPENDIX L

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
65966	LL	64914	LL	66111	LL
64940	LL	66666	LL	64941	LL
66775	LL	64942	LL	66776	LL
64943	LL	67333	LL	64944	LL
67518	RW	64949	LL	67934	CPP
64950	LL	68318	LL	65117	LL
68678	LL	65238	LL	71557	LL
65239	LL	72124	RW	65240	LL
73717	LL	65241	LL	74730	RW
65242	LL	74754	RW	65244	LL
76123	MS	65245	LL	76128	WR
71557	LL	200249	RW	72124	RW
200307	Permit	73717	LL	200388	TS
74730	RW	74754	RW	76123	MS
200421	LL	76128	WR	200422	LL
76900	LL	200495	RW	79292	RW
200684	RUR	79951	RW	200918	TS
79984	RW	200919	TS	80108	RW
200920	TS	80560	LP	201250	RW
80589	SLUP	201589	FUP	81197	RW
202750	SLUP	81281	LL	202942	RW
200006	RW	203021	RW	200028	LL
203062	RW	200040	RW	203944	RW
200041	RW	203945	RW	200099	RW
204139	LE	200151	RW	204149	LL

SEWARD MERIDIAN

APPENDIX L

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
200156	RW	204150	LL	206706	RW
200161	LL	209443	RW	200223	LL
209555	TS	209820	RW	333014	OG
333015	OG	333018	OG	333019	OG
333020	OG	333024	OG	333025	OG
333028	OG	333032	OG	333043	OG
333044	OG	333045	OG	333049	OG
333054	OG	333058	OG	333059	OG
333063	OG	333070	OG	333074	OG
333077	OG	339149	OG		

FAIRBANKS MERIDIAN

APPENDIX L

INTERESTS TO BE ADMINISTERED BY DEPARTMENT

<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>	<u>ADL Number</u>	<u>Type of Transaction</u>
01325	RW	59155	RW	01794	RW
60053	RW	01841	RW	60056	RW
02340	RW	60270	LE	02545	RW
61869	SLUP	62985	CL	02549	RW
63177	RW	02908	RW	03371	RW
63181	RW	17945	RW	63228	RW
63367	TS	17946	RW	63428	WR
17947	RW	18091	RW	63502	RW
18564	RW	63503	FUP	20065	RW
65382	RW	21549	FUP	67190	MS
22290	RW	73297	RW	26624	RW
28452	Sale	74476	MS	29349	RW
30788	RW	31376	RW	75689	RW
37592	RW	76882	RW	38473	RW
80004	RW	39870	RW	80371	LP
400810	WR	43605	RW/TLMT	81267	RW
49350	RW	45031	RW	100833	RW
49748	RW	56195	RW	310964	MC
56447	RW	310965	MC	58642	RW
400054	RW	58901	MC	400064	RW
400691	RW	400780	RW	400790	RW
401910	RW	402420	RW	402751	RW
403655	RW	403667	RW	407139	RW
NC-82-016	SLUP				

APPENDIX M

TOTAL COMPENSATION DUE THE UNIVERSITY

Appendix

A	Rights of Way, Easements and Permits	\$ <u>2,177,763</u>
B	Materials	\$ <u>42,418</u>
C	Conveyances and Incomplete Land Exchanges	\$ <u>112,859</u>
D	Legislative and Administrative Withdrawals	\$ <u>6,085,536</u>
E	Unduly Encumbered	\$ <u>0</u>
F - H	Leases	\$ <u>17,709,369</u>
I	Uncollected Revenues	\$ <u>154,454</u>
N/A	Liquidated Damages	\$ <u>0</u>
GRAND TOTAL		\$ <u>26,282,399</u>

The Grand Total draws interest at 10.5 % until total compensation is received.

APPENDIX N (73 Pages)

UNIVERSITY-GRANT LANDS RECEIVED UNDER THE
ACT OF 1915 AND ACT OF 1929 TO BE CONVEYED
TO THE UNIVERSITY BY QUITCLAIM DEED

FAIRBANKS MERIDIAN

TOWNSHIP 1 NORTH RANGE 1 EAST

USGS-Map Fairbanks D-1, D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
23	N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$		120.00	1231061	1929
24	SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$		120.00	1231061	1929
26	SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$			1231061	1929
	NW $\frac{1}{4}$ NE $\frac{1}{4}$			1230695	1929
			120.00		
TOWNSHIP TOTAL			360.00		

TOWNSHIP 1 NORTH RANGE 2 EAST

USGS-Map Fairbanks D-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
19	Lot 1	38.53		1231061	1929
	NE $\frac{1}{4}$ NW $\frac{1}{4}$			1231061	1929
			78.53		
27	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1231061	1929
28	N $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	1231061	1929
30	NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$			1231061	1929
			200.00		
32	S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$		240.00	1231061	1929
33	All		640.00	1229236	1915
34	N $\frac{1}{2}$ NE $\frac{1}{4}$		80.00	1231061	1929
TOWNSHIP TOTAL			1,358.53		

APPENDIX _____

TOWNSHIP 2 NORTH RANGE 1 EAST USGS Map - Fairbanks D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	All			Not patented	1915

TOWNSHIP TOTAL

TOWNSHIP 1 NORTH RANGE 1 WEST USGS Map- Fairbanks D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
5	Lot 1	39.56		1232814	1929
	Lot 2	39.65		1232814	1929
			79.21		
6	SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$		120.00	1232814	1929
33	Lot 1	32.66		1227198	1915
	Lot 2	27.44		1227198	1915
	Lot 3	10.44		1227198	1915
	N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$,			1227198	1915
	SW $\frac{1}{4}$ SE $\frac{1}{4}$			1227198	1915
			590.54		
TOWNSHIP TOTAL			789.75		

APPENDIX _____

TOWNSHIP 1 NORTH RANGE 3 WEST

USGS-Map Fairbanks D-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
1	S $\frac{1}{2}$		320.00	1223204	1929
2	Lot 3	39.98		1223204	1929
	Lot 4	39.99		1223204	1929
	S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$,			1223204	1929
	N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$			1223204	1929
			299.97		
10	S $\frac{1}{2}$		320.00	1223204	1929
11	W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$		240.00	1235040	1929
12	NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$		280.00	1235040	1929
17	W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$		480.00	1223204	1929
19	Lot 1	38.56		1223204	1929
	Lot 2	38.67		1223204	1929
	Lot 3	38.79		1223204	1929
	Lot 4	38.90		1223204	1929
	E $\frac{1}{2}$ NW $\frac{1}{2}$,			1223204	1929
	E $\frac{1}{2}$			1223204	1929
			634.92		
30	Lot 1	39.02		1223204	1929
	Lot 2	39.16		1223204	1929
	E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$			1223204	1929
			318.18		
TOWNSHIP TOTAL			2,893.07		

APPENDIX _____

TOWNSHIP 1 NORTH RANGE 4 WEST

USGS-Map Fairbanks D-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
26	N $\frac{1}{2}$		320.00	1223204	1929
35	All	/	640.00	1223204	1929
TOWNSHIP TOTAL			960.00		

TOWNSHIP 2 NORTH RANGE 1 WEST

USGS-Map Fairbanks D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
19	Lot 3	35.75		1232814	1929
	Lot 4	35.89		1232814	1929
	E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$		311.64	1232814	1929
21	SW $\frac{1}{4}$		160.00	1232814	1929
22	N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$		120.00	1232814	1929
23	N $\frac{1}{2}$		320.00	1232814	1929
24	E $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1232814	1929
25	NW $\frac{1}{4}$		160.00	1232814	1929
26	N $\frac{1}{2}$, SW $\frac{1}{4}$		480.00	1232814	1929
27	S $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$		440.00	1232814	1929
28	NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$		240.00	1232814	1929
29	NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$,			1232814	1929
	W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$		480.00	1232814	1929
30	Lot 1	36.02		1232814	1929
	Lot 4	36.40		1232814	1929
	N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$,			1232814	1929
	SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$		312.42	1232814	1929
31	NE $\frac{1}{4}$		160.00	1232814	1929
32	NW $\frac{1}{4}$, SE $\frac{1}{4}$		320.00	1232814	1929

APPENDIX _____

TOWNSHIP 2 NORTH RANGE 1 WEST (continued) USGS-Map Fairbanks D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
34	Lot 1	22.17		1232814	1929
	Lot 2	40.03		1232814	1929
	Lot 3	40.02		1232814	1929
	Lot 4	4.71		1232814	1929
	N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$			1232814	1929
			446.93		
35	NE $\frac{1}{4}$		160.00	1232814	1929
TOWNSHIP TOTAL			4,190.99		

TOWNSHIP 1 SOUTH RANGE 1 EAST USGS-Map Fairbanks D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	4.76		1232319	1915
	Lot 2	20.54		1232319	1915
	Lot 3	39.44		1232319	1915
	SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, N $\frac{1}{2}$			1232319	1915
			584.74		
TOWNSHIP TOTAL			584.74		

APPENDIX _____

<u>TOWNSHIP 1 SOUTH RANGE 2 EAST</u>			<u>USGS-Map Fairbanks D-1</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
4	Lot 1	52.27		1231061	1929
	Lot 4	17.23		1231061	1929
	N $\frac{1}{2}$			1231061	1929
			319.50		
5	Lot 3	30.42		1231061	1929
	N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$			1231061	1929
			390.42		
6	Lot 2	28.43		1231061	1929
	Lot 3	49.51		1231061	1929
	NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$,			1231061	1929
			197.94		
7	Lot 3	46.01		1231061	1929
	Lot 4	44.99		1231061	1929
			91.0		
33	Lot 1	37.02		1234499	1915
	Lot 2	42.01		1234499	1915
	Lot 3	49.82		1234499	1915
	Lot 5	36.84		1234499	1915
	Lot 6	39.80		1234499	1915
	Lot 7	31.75		1234499	1915
	Lot 8	23.33		1234499	1915
		SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$			1234499	1915
			540.57		
TOWNSHIP TOTAL			1,609.43		

APPENDIX

<u>TOWNSHIP 4 SOUTH RANGE 4 EAST</u>		USGS-Map Big Delta C-6			
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,			1230794	1915
	E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$,			1230794	1915
	E $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$,			1230794	1915
	S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$			1230794	1915
			435.00		
TOWNSHIP TOTAL			435.00		
<u>TOWNSHIP 5 SOUTH RANGE 4 EAST</u>		USGS-Map Big Delta B-6, C-6			
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
3	Lot 1	40.01		1227324	1929
	Lot 2	40.02		1227324	1929
	Lot 3	40.02		1227324	1929
	SE $\frac{1}{4}$ NW $\frac{1}{4}$			1227324	1929
			160.05		
14	Lot 6	43.38		1229170	1929
			43.38		
23	SE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$		160.00	1229170	1929
24	Lot 3	36.36		1229170	1929
	SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$			1229170	1929
	Lot 1	35.79		1227324	1929
	Lot 2	33.30		1227324	1929
	SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$			1227324	1929
			545.45		

APPENDIX

TOWNSHIP 5 SOUTH RANGE 4 EAST (continued) USGS-Map Big Delta B-6, C-6

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
25	N $\frac{1}{2}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$			1229170 1227324	1929 1929
			480.00		
26	N $\frac{1}{2}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$			1229170 1227324	1929 1929
			400.00		
27	NW $\frac{1}{4}$		160.00	1229170	1929
28	Lot 4	30.45		1229170	1929
			30.45		
32	Lot 1	37.11		1231061	1929
	Lot 2	44.19		1231061	1929
	Lot 3	17.95		1231061	1929
	Lot 4	31.68		1231061	1929
	NE $\frac{1}{4}$ SE $\frac{1}{4}$			1231061	1929
			170.93		
33	All		640.00	1229479	1915
34	S $\frac{1}{2}$, NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$		600.00	1227324	1929
35	Lot 2	1.25		1227324	1929
	Lot 3	1.22		1227324	1929
	Lot 4	1.04		1227324	1929
	Lot 5	0.85		1227324	1929
	Lot 7	1.91		1227324	1929
	Lot 8	1.74		1227324	1929
	Lot 9	1.56		1227324	1929
	Lot 10	1.38		1227324	1929
	Lot 11	1.20		1227324	1929

APPENDIX _____

TOWNSHIP 5 SOUTH RANGE 4 EAST (continued), USGS-Map Big Delta B-6

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
35	Lot 12	1.01		1227324	1929
	Lot 13	0.83		1227324	1929
	Lot 14	0.65		1227324	1929
	Lot 17	1.72		1227324	1929
	Lot 18	1.54		1227324	1929
	Lot 19	1.35		1227324	1929
	Lot 20	1.17		1227324	1929
	Lot 63	2.97		1230320	1929
	Lot 66	4.73		1230320	1929
	NW $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$,			1227324	1929
	E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, Lot 2			1227324	1929
			108.12		
TOWNSHIP TOTAL			3498.38		

TOWNSHIP 5 SOUTH RANGE 5 EAST USGS-Map Big Delta B-6

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
32	NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$			1229170	1929
	S $\frac{1}{2}$ SE $\frac{1}{4}$			1229563	1929
			440.00		
TOWNSHIP TOTAL			440.00		

APPENDIX

<u>TOWNSHIP 6 SOUTH RANGE 4 EAST</u>		<u>USGS-Map Big Delta B-6</u>			
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
3	Lot 1	39.98		1231061	1929
	Lot 2	39.96		1231061	1929
	S $\frac{1}{2}$ NE $\frac{1}{4}$			1231061	1929
	W $\frac{1}{2}$ SE $\frac{1}{4}$			1229170	1929
	Lot 3	39.96		1229563	1929
	Lot 4	39.94		1229563	1929
	S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$			1229563	1929
			559.84		
4	Lot 1	39.98		1229170	1929
	Lot 2	40.06		1229170	1929
	Lot 3	40.16		1229170	1929
	Lot 4	40.22		1229170	1929
	Lot 5	38.99		1229170	1929
	NE $\frac{1}{4}$ SW $\frac{1}{4}$,			1229170	1929
	S $\frac{1}{2}$ N $\frac{1}{2}$			1229170	1929
			399.41		
5	Lot 1	35.09		1231061	1929
	Lot 2	30.47		1231061	1929
			65.56		
10	N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$		120.00	1229170	1929
14	NE $\frac{1}{4}$		160.00	1231061	1929
TOWNSHIP TOTAL			1304.81		

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TOWNSHIP 6 SOUTH RANGE 5 EAST USGS-Map Big Delta B-6

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
5	Lot 1	40.24		1229563	1929
	E $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$,			1229563	1929
			160.24		
8	E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$		360.00	1229563	1929
TOWNSHIP TOTAL			520.24		

TOWNSHIP 7 SOUTH RANGE 8 EAST USGS-Map Big Delta B-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	36.08		1229239	1915
	Lot 2	33.05		1229239	1915
	Lot 3	22.84		1229239	1915
	Lot 4	6.63		1229239	1915
	Lot 5	29.02		1229239	1915
	Lot 6	32.38		1229239	1915
	N $\frac{1}{2}$			1229239	1915
	NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$			1229239	1915
			560.00		
TOWNSHIP TOTAL			560.00		

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TOWNSHIP 10 SOUTH RANGE 10 EAST USGS-Map Big Delta A-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
1	W $\frac{1}{2}$			1227324	1929
	E $\frac{1}{2}$			1229563	1929
			640.00		
2	NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$			1229563	1929
	N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$			1227324	1929
			400.00		
12	E $\frac{1}{2}$			1229563	1929
	NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$			1227324	1929
			560.00		
13	E $\frac{1}{2}$		320.00	1229563	1929
24	NE $\frac{1}{4}$		160.00	1227324	1929
			2080.00		
TOWNSHIP TOTAL					

TOWNSHIP 10 SOUTH RANGE 11 EAST USGS-Map Big Delta A-4, Mt. Hayes D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	3.95		50-65-0268	1915
	Lot 2	5.66		50-65-0268	1915
	Lot 3	6.37		50-65-0268	1915
	Lot 4	5.66		50-65-0268	1915
	Lot 5	5.66		50-65-0268	1915
	Lot 6	4.73		50-65-0268	1915
	Lot 7	5.66		50-65-0268	1915
	Lot 8	5.66		50-65-0268	1915
	Lot 9	3.77		50-65-0268	1915
	Lot 11	6.17		50-65-0268	1915
	Lot 14	7.31		50-65-0268	1915
	Lot 21	21.98		50-65-0268	1915

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TOWNSHIP 10 SOUTH RANGE 11 EAST (continued) USGS-Map Big Delta A-4, Mt. Hayes D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 22	0.49		50-65-0268	1915
	Lot 23	0.96		50-65-0268	1915
	Lot 24	5.39		50-65-0268	1915
	Lot 25	4.07		50-65-0268	1915
	Lot 26	5.72		50-65-0268	1915
	Lot 27	1.41		50-65-0268	1915
	Lot 28	0.91		50-65-0268	1915
	Lot 29	10.90		50-65-0268	1915
	N $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$,			50-65-0268	1915
	NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE-SW $\frac{1}{4}$,			50-65-0268	1915
	N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,			50-65-0268	1915
	NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$			50-65-0268	1915
			567.43		
TOWNSHIP TOTAL			567.43		

TOWNSHIP 1 SOUTH RANGE 1 WEST USGS-Map Fairbanks D-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	40.32		1229231	1915
	Lot 2	19.21		1229231	1915
	Lot 3	43.81		1229231	1915
	Lot 4	34.20		1229231	1915
	NE $\frac{1}{4}$ NW $\frac{1}{4}$			1229231	1915
			177.54		
TOWNSHIP TOTAL			177.54		

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TOWNSHIP 1 SOUTH RANGE 2 WEST USGS-Map Fairbanks D-2, D-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
16	All		640.00	Exchange- ADL #60270	
19	Lot 3	29.67		1231061	1929
	Lot 4	29.70		1231061	1929
	W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$			1231061	1929
			259.37		
33	Lot 2	22.47		1229230	1915
	Lot 3	20.39		1229230	1915
	Lot 4	29.40		1229230	1915
	Lot 5	24.12		1229230	1915
	NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$			1229230	1915
			216.38		
TOWNSHIP TOTAL			1115.75		

TOWNSHIP 1 SOUTH RANGE 4 WEST USGS-Map Fairbanks D-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
2	N $\frac{1}{2}$		320.00	1223204	1929
3	NE $\frac{1}{4}$		160.00	1223204	1929
8	W $\frac{1}{2}$, NE $\frac{1}{4}$		480.00	1223204	1929
9	N $\frac{1}{2}$		320.00	1223204	1929
17	N $\frac{1}{2}$		320.00	1223204	1929
19	Lot 3	29.93		1223204	1929
	Lot 4	30.06		1223204	1929
	E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$			1223204	1929
			299.99		
TOWNSHIP TOTAL			1899.99		

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TOWNSHIP 1 SOUTH RANGE 5 WEST USGS-Map Fairbanks D-3, D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
23	N $\frac{1}{2}$		320.00	1223204	1929
27	W $\frac{1}{2}$		320.00	1223204	1929
28	W $\frac{1}{2}$		320.00	1223204	1929
33	All		640.00	1229232	1915
TOWNSHIP TOTAL			1600.00		

TOWNSHIP 3 SOUTH RANGE 5 WEST USGS-Map Fairbanks C-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	10.85		1229233	1915
	Lot 2	42.13		1229233	1915
	Lot 3	55.36		1229233	1915
	Lot 4	37.58		1229233	1915
	Lot 5	29.06		1229233	1915
	Lot 6	37.32		1229233	1915
	Lot 7	38.66		1229233	1915
	Lot 8	40.02		1229233	1915
	Lot 9	40.02		1229233	1915
	Lot 10	40.02		1229233	1915
	Lot 11	40.02		1229233	1915
	NW $\frac{1}{4}$ NW $\frac{1}{4}$,			1229233	1915
	SE $\frac{1}{4}$,NE $\frac{1}{4}$,NE $\frac{1}{4}$ SW $\frac{1}{4}$,N $\frac{1}{2}$ SE $\frac{1}{4}$			1229233	1915
			611.04		
TOWNSHIP TOTAL			611.04		

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TOWNSHIP 4 SOUTH RANGE 8 WEST USGS-Map Fairbanks C-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	46.59		1229234	1915
	Lot 2	26.51		1229234	1915
	Lot 3	29.49		1229234	1915
	Lot 4	30.31		1229234	1915
	Lot 5	40.15		1229234	1915
	Lot 6	38.61		1229234	1915
	Lot 7	33.64		1229234	1915
	Lot 8	3.80		1229234	1915
	Lot 9	40.99		1229234	1915
	Lot 10	23.79		1229234	1915
	Lot 11	39.67		1229234	1915
	N $\frac{1}{2}$ SW $\frac{1}{4}$,			1229234	1915
	NW $\frac{1}{4}$			1229234	1915
			593.55		
TOWNSHIP TOTAL			593.55		

TOWNSHIP 5 SOUTH RANGE 8 WEST USGS-Map Fairbanks B-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	All		640.00	1229235	1915
TOWNSHIP TOTAL			640.00		

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TOWNSHIP 9 SOUTH RANGE 6 WEST USGS-Map Fairbanks A-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	A11		640.00	1229238	1915
TOWNSHIP TOTAL			640.00		

TOWNSHIP 9 SOUTH RANGE 8 WEST USGS-Map Fairbanks A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	A11		640.00	12299237	1915
TOWNSHIP TOTAL			640.00		

TOWNSHIP 10 SOUTH RANGE 6 WEST USGS-Map Fairbanks A-4, Healy D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	A11		640.00	50-76-0209	1915
TOWNSHIP TOTAL			640.00		

TOWNSHIP 10 SOUTH RANGE 7 WEST USGS-Map Fairbanks A-4, Healy D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	A11		640.00	50-76-0209	1915
TOWNSHIP TOTAL			640.00		

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TOWNSHIP 10 SOUTH RANGE 8 WEST USGS-Map Fairbanks A-5, Healy D-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
33	Lot 1	33.53		50-76-0214	1915
	Lot 2	32.18		50-76-0214	1915
	Lot 3	39.20		50-76-0214	1915
	W $\frac{1}{2}$ E $\frac{1}{2}$			50-76-0214	1915
	W $\frac{1}{2}$,			50-76-0214	1915
	SE $\frac{1}{4}$ SE $\frac{1}{4}$			50-76-0214	1915
			624.91		
TOWNSHIP TOTAL			624.91		

TOWNSHIP 19 SOUTH RANGE 8 WEST USGS-Map Healy A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
6	Lot 3	37.75		1222773	1929
	Lot 4	11.45		1222773	1929
			49.20		
TOWNSHIP TOTAL			49.20		

TOWNSHIP 19 SOUTH RANGE 9 WEST USGS-Map Healy A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
1	Lot 1	34.24		1222773	1929
	Lot 2	40.00		1222773	1929
	Lot 3	40.00		1222773	1929
	Lot 4	37.31		1222773	1929
	Lot 5	6.99		1222773	1929
	Lot 6	8.08		1222773	1929
	Lot 7	27.52		1222773	1929
	SW $\frac{1}{4}$ NW $\frac{1}{4}$			1222773	1929
			234.14		

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TOWNSHIP 19 SOUTH RANGE 9 WEST (continued) USGS-Map Healy A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>	<u>Act</u>
15	SE $\frac{1}{4}$		160.00	1222773	1929
22	E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$		130.00	1222773	1929
28	N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$		150.00	1222773	1929
33	SW $\frac{1}{4}$		160.00	1222773	1929
TOWNSHIP TOTAL			834.14		

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COPPER RIVER MERIDIAN

<u>TOWNSHIP 1 NORTH RANGE 1 EAST</u>		<u>USGS Map - Valdez D-4</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
5	Lot 3	40.42		1213496
	Lot 4	40.54		1213496
	S $\frac{1}{2}$ NW $\frac{1}{4}$,			1213496
	SW $\frac{1}{4}$			1213496
			320.96	
8	NE $\frac{1}{4}$		160.00	1213496
17	SE $\frac{1}{4}$		160.00	1213496
21	NW $\frac{1}{4}$			1213491
	NE $\frac{1}{4}$			1213496
			320.00	
28	W $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	1213496
33	E $\frac{1}{2}$		320.00	1213491
34	N $\frac{1}{2}$		320.00	1213496
35	W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$			1213491
	E $\frac{1}{2}$ SW $\frac{1}{4}$			1213496
			320.00	
TOWNSHIP TOTAL			2000.96	

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TOWNSHIP 2 NORTH RANGE 1 EAST

USGS Map - Valdez D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
7	Lot 3	49.77		1228222
	Lot 4	37.57		1228222
	Lot 6	20.65		1228222
			107.99	
18	Lot 1	44.78		1229415
	Lot 12	5.15		1228222
	Lot 13	1.39		1228222
	Lot 19	1.59		1228222
	Lot 20	3.04		1228222
	Lot 21	2.91		1228222
	Lot 22	1.14		1228222
	Lot 23	1.16		1228222
	Lot 26	4.93		1228222
	Lot 27	4.36		1228222
	Lot 28	5.19		1228222
	Lot 29	6.04		1228222
	Lot 30	4.62		1228222
	Lot 31	5.14		1228222
	Lot 32	5.35		1228222
	Lot 33	4.53		1228222
	Lot 34	4.32		1228222
Lot 35	3.38		1228222	
Lot 36	7.13		1228222	
Lot 37	4.18		1228222	
Lot 38	1.14		1228222	
Lot 39	1.14		1228222	

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<u>TOWNSHIP 2 NORTH RANGE 1 EAST (continued)</u>			USGS Map - Valdez D-4	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
18	Lot 40	3.00		1228222
	Lot 41	3.09		1228222
	Lot 42	1.14		1228222
	Lot 43	1.14		1228222
	Lot 44	4.09		1228222
	Lot 45	6.49		1228222
	S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$,			1228222
	S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,			1228222
	S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$			1228222
			191.56	
30	E $\frac{1}{2}$		320.00	1228222
31	E $\frac{1}{2}$		320.00	1228222
TOWNSHIP TOTAL			939.55	

<u>TOWNSHIP 6 NORTH RANGE 1 EAST</u>			USGS Map - Gulkana B-3	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
17	Lot 5	19.90		1213496
	Lot 6	3.81		1213496
	Lot 7	6.95		1213496
	Lot 8	7.30		1213496
	Lot 9	6.75		1213496
	Lot 10	5.31		1213496
	Lot 11	1.83		1213496
	Lot 15	9.25		1213496

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TOWNSHIP 6 NORTH RANGE 1 EAST (continued) USGS Map - Gulkana B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
17	Lot 16	9.42		1213496
	Lot 17	9.72		1213496
	Lot 18	2.94		1213496
	N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,			1213496
	NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$,			1213496
	N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$,			1213496
	N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$,			1213496
	SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$,			1213496
	NW $\frac{1}{4}$ NW $\frac{1}{4}$,			1213496
			173.18	
18	Lot 1	6.88		1213496
	Lot 2	27.96		1213496
	Lot 3	35.45		1213496
	Lot 5	22.44		1213496
	Lot 6	15.52		1213496
	Lot 15	3.89		1213496
	Lot 16	3.89		1213496
	Lot 17	4.55		1213496
	NW $\frac{1}{4}$ NE $\frac{1}{4}$,			1213496
	NE $\frac{1}{4}$ NW $\frac{1}{4}$			1213496
			200.53	
TOWNSHIP TOTAL			373.76	

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TOWNSHIP 2 NORTH RANGE 1 WEST

USGS Map - Valdez D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
12	Lot 4	38.06		1228222
	Lot 5	47.96		1228222
	Lot 6	31.70		1228222
	Lot 8	57.79		1228222
	Lot 9	48.20		1228222
	SW $\frac{1}{4}$ SW $\frac{1}{4}$			1228222
			263.71	
13	Lot 2	31.70		1228222
	Lot 14	5.39		1228222
	Lot 15	2.85		1228222
	Lot 16	5.34		1228222
	Lot 17	5.35		1228222
	Lot 18	5.34		1228222
	Lot 19	5.35		1228222
	Lot 20	5.34		1228222
	Lot 21	5.35		1228222
	Lot 22	4.31		1228222
	Lot 23	3.88		1228222
	Lot 24	4.87		1228222
	Lot 25	4.13		1228222
	Lot 26	3.45		1228222
	Lot 27	2.96		1228222
	Lot 28	3.20		1228222
	Lot 29	3.45		1228222
	Lot 30	5.47		1228222

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<u>TOWNSHIP 2 NORTH RANGE 1 WEST (continued)</u>			<u>USGS Map - Valdez D-4</u>	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
13	Lot 31	5.71		1228222
	Lot 32	5.25		1228222
	Lot 33	5.04		1228222
	Lot 34	4.07		1228222
	Lot 35	3.35		1228222
	Lot 38	5.46		1228222
	Lot 39	5.46		1228222
	Lot 40	5.22		1228222
	Lot 41	4.54		1228222
	Lot 42	3.47		1228222
	Lot 43	4.90		1228222
	Lot 46	5.23		1228222
	Lot 47	5.17		1228222
	Lot 50	3.35		1228222
	Lot 51	5.95		1228222
	Lot 52	5.00		1228222
	Lot 53	4.84		1228222
	W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$,			1228222
	NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$,			1228222
	E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$,			1228222
	S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$,			1228222
	S $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$			1228222
			439.71	
TOWNSHIP TOTAL			703.42	

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<u>TOWNSHIP 3 NORTH RANGE 1 WEST</u>		<u>USGS Map - Gulkana A-3</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
4	E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$		160.00	1213491
5	Lot 1	40.26		1213491
	Lot 2	40.22		1213491
	S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$			1221385
			240.48	
8	Lot 1	47.96		1221385
	NE $\frac{1}{4}$ NE $\frac{1}{4}$		87.96	1221385
15	SW $\frac{1}{4}$ SW $\frac{1}{4}$			1227504
			40.00	
21	Lot 1	35.26		1213491
	E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$			1213491
			315.26	
22	Lot 5	27.72		1221385
	Lot 6	39.20		1221385
			66.92	
23	S $\frac{1}{2}$ SW $\frac{1}{4}$		80.00	1221385
25	W $\frac{1}{2}$ W $\frac{1}{2}$		160.00	1221385
26	N $\frac{1}{2}$		320.00	1221385
35	Lot 1	38.45		1221385
	Lot 2	29.69		1221385
	Lot 4	29.67		1221385
	SW $\frac{1}{4}$ NE $\frac{1}{4}$,			1221385
	W $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$			1221385
			297.81	
TOWNSHIP TOTAL			1768.43	

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<u>TOWNSHIP 4 NORTH RANGE 1 WEST</u>		USGS Map - Gulkana A-3		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
29	SE $\frac{1}{4}$ SW $\frac{1}{4}$			1227504
	W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$			1221385
			160.00	
32	Lot 1	22.11		1221385
	Lot 3	38.66		1213491
	W $\frac{1}{2}$ NE $\frac{1}{4}$			1221385
	S $\frac{1}{2}$ SE $\frac{1}{4}$			1213491
	NW $\frac{1}{4}$ SE $\frac{1}{4}$			1213491
			260.77	
TOWNSHIP TOTAL			420.77	

<u>TOWNSHIP 4 NORTH RANGE 2 WEST</u>		USGS Map - Gulkana A-4		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
26	N $\frac{1}{2}$, except N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$		315.00	1219276
27	NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$		280.00	1219276
28	N $\frac{1}{2}$		320.00	1219276
29	SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$		10.00	1219276
30	Lot 8	1.11		1227560
	Lot 10	0.73		1227560
	Lot 11	0.54		1227560
	Lot 12	4.75		1227560
	Lot 13	4.71		1227560
	Lot 14	4.66		1227560
	Lot 15	4.61		1227560

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<u>TOWNSHIP 4 NORTH RANGE 2 WEST (continued)</u>			USGS Map - Gulkana A-4	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
30	Lot 16	4.56		1227560
	Lot 18	4.47		1227560
	Lot 19	4.42		1227560
	S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$			1227560
			74.56	
TOWNSHIP TOTAL			999.56	
<u>TOWNSHIP 4 SOUTH RANGE 7 EAST</u>			USGS Map - Valdez C-1	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
14	E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$		400.00	1210774
15	SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$			1213491
	NW $\frac{1}{4}$			1210744
			400.00	
21	All		640.00	1210774
22	Lot 1	21.60		1210774
	Lot 2	30.42		1213491
	Lot 3	28.36		1213491
	Lot 4	17.64		1210774
	Lot 5	38.50		1210774
	Lot 6	39.22		1213491
	W $\frac{1}{2}$			1213491
			495.74	
23	S $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$		400.00	1210774
TOWNSHIP TOTAL			2335.74	

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TOWNSHIP 5 SOUTH RANGE 12 EAST USGS Map - McCarthy B-6, B-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
23	S $\frac{1}{2}$		320.00	1210774
25	S $\frac{1}{2}$		320.00	1210774
26	E $\frac{1}{2}$		320.00	1210774
27	E $\frac{1}{2}$		320.00	1210774
28	E $\frac{1}{2}$		320.00	1210774
31	Lot 4	32.11		1210774
	NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{2}$			1210774
	SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{2}$			1210774
			372.11	
32	E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$		400.00	1210774
33	E $\frac{1}{2}$		320.00	1210774
34	E $\frac{1}{2}$		320.00	1210774
35	All		640.00	1210774
TOWNSHIP TOTAL			3652.11	

TOWNSHIP 5 SOUTH RANGE 13 EAST USGS Map - McCarthy B-6

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
25	E $\frac{1}{2}$		320.00	1216188
31	E $\frac{1}{2}$		320.00	1216188
35	Lot 1	26.14		1216188
	Lot 2	56.43		1216188
	NE $\frac{1}{4}$			1216188
			242.57	
TOWNSHIP TOTAL			882.57	

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<u>TOWNSHIP 5 SOUTH RANGE 14 EAST</u>		USGS Map - McCarthy B-3, B-6		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
17	Lot 2	50.66		1216188
	W $\frac{1}{2}$ NW $\frac{1}{4}$			1216188
			130.66	
19	SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$		240.00	1213491
20	SW $\frac{1}{4}$		160.00	1216188
30	Lot 1	31.32		1216188
	Lot 2	31.43		1216188
	Lot 3	31.55		1216188
	Lot 4	31.66		1216188
	E $\frac{1}{2}$ W $\frac{1}{2}$			1216188
			285.96	
TOWNSHIP TOTAL			816.62	

<u>TOWNSHIP 6 SOUTH RANGE 14 EAST</u>		USGS Map - McCarthy B-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
2	S $\frac{1}{2}$		320.00	1210775
11	N $\frac{1}{2}$ NE $\frac{1}{4}$		80.00	1210775
TOWNSHIP TOTAL			400.00	

<u>TOWNSHIP 16 SOUTH RANGE 9 EAST</u>		USGS Map - Cordova B-1		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
29	S $\frac{1}{4}$		320.00	1221741
31	E $\frac{1}{2}$		320.00	1221741
32	Lot 1	32.39		1221741
	Lot 2	33.73		1221741
	Lot 3	38.99		1221741

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<u>TOWNSHIP 16 SOUTH RANGE 9 EAST (continued)</u>			USGS Map - Cordova B-1	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
32	Lot 4	13.12		1221741
	NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$			1221741
			238.23	
33	SW $\frac{1}{4}$		160.00	1221741
TOWNSHIP TOTAL			1038.23	

<u>TOWNSHIP 17 SOUTH RANGE 9 EAST</u>			USGS Map - Cordova B-1	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
4	Lot 1	26.54		1230793
	Lot 2	1.87		1230793
	Lot 3	55.41		1230793
	Lot 4	25.94		1230793
	NE $\frac{1}{4}$ NE $\frac{1}{4}$			1230793
			149.76	
7	Lot 8	36.73		1230793
			36.73	
TOWNSHIP TOTAL			186.49	

<u>TOWNSHIP 21 SOUTH RANGE 17 EAST</u>			USGS Map - Bering Glacier A-4	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
18	Lot 1	30.87		1230793
	Lot 2	30.96		1230793
	Lot 3	31.06		1230793
	Lot 4	14.50		1230793
	Lot 5	23.51		1230793

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TOWNSHIP 21 SOUTH RANGE 17 EAST (continued) USGS Map - Bering Glacier A-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
18	E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$		250.90	1230793
20	Lot 1	26.68		1230793
	Lot 2	27.62		1230793
	Lot 3	18.07		1230793
	Lot 4	7.60		1230793
			79.97	
22	Lot 2	.01		1230793
			.01	
TOWNSHIP TOTAL			330.88	

TOWNSHIP 28 SOUTH RANGE 55 EAST USGS Map - Skagway B-4, B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
19	Lot 11	27.08		Clear List #9
	Lot 13	3.97		Clear List #9
	NE $\frac{1}{4}$ SE $\frac{1}{4}$			Clear List #9
	Lot 7	39.00		Clear List #8
	Lot 8	25.92		Clear List #8
	Lot 10	4.94		Clear List #8
			140.91	
23	S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$			Clear List #9
	N $\frac{1}{2}$ NE $\frac{1}{4}$			Clear List #8
			280.00	
25	Lot 6	39.90		Clear List #9
	NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$			Clear List #9
			159.90	

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TOWNSHIP 28 SOUTH RANGE 55 EAST (continued) USGS Map - Skagway B-4, B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
26	Lot 1	33.90		Clear List #7
	SW $\frac{1}{4}$ SW $\frac{1}{4}$			Clear List #7
			73.90	
27	Lot 5	44.01		Clear List #7
	Lot 6	52.26		Clear List #7
	Lot 7	48.14		Clear List #7
	Lot 8	43.06		Clear List #7
	S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$			Clear List #7
			347.47	
28	Lot 9	14.88		Clear List #7
	Lot 11	5.95		Clear List #7
	Lot 15	35.45		Clear List #7
	S $\frac{1}{2}$ SW $\frac{1}{4}$,			Clear List #7
	S $\frac{1}{2}$ SE $\frac{1}{4}$			Clear List #7
			216.28	
29	Lot 9	36.01		Clear List #9
	Lot 14	30.11		Clear List #9
	S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$			Clear List #9
	Lot 6	21.13		Clear List #8
	Lot 7	20.00		Clear List #8
	Lot 8	22.23		Clear List #8
	Lot 15	23.15		Clear List #8
	Lot 17	18.87		Clear List #8
	Lot 18	7.04		Clear List #8
	Lot 20	22.22		Clear List #8

360.76

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TOWNSHIP 28 SOUTH RANGE 55 EAST (continued) USGS Map - Skagway B-4, B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent#</u>
30	Lot 5	13.23		Clear List #9
	Lot 6	32.35		Clear List #9
	Lot 7	40.53		Clear List #9
	Lot 8	39.41		Clear List #9
	Lot 9	39.50		Clear List #9
	E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$			Clear List #9
	Lot 2	20.97		Clear List #8
	Lot 11	36.43		Clear List #8
			382.42	
31	Lot 1	39.60		Clear List #7
	Lot 2	39.71		Clear List #7
	Lot 3	39.83		Clear List #7
	Lot 4	39.94		Clear List #7
	E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$			Clear List #7
			639.08	
32	A11		640.00	Clear List #7
33	A11		640.00	Clear List #7
34	A11		640.00	Clear List #7
35	W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$			Clear List #7
			320.00	
TOWNSHIP TOTAL			4840.72	

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TOWNSHIP 28 SOUTH RANGE 56 EAST

USGS Map - Skagway B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
29	Lot 1	33.05		Clear List #8
	N $\frac{1}{2}$ NE $\frac{1}{4}$,			Clear List #8
	NE $\frac{1}{4}$ NW $\frac{1}{4}$			Clear List #8
			153.05	
30	Lot 3	18.50		Clear List #8
	Lot 4	40.91		Clear List #8
	Lot 5	36.51		Clear List #8
	Lot 6	48.96		Clear List #8
	Lot 14	3.85		Clear List #8
	Lot 15	16.71		Clear List #8
	Lot 16	28.44		Clear List #8
	Lot 20	2.38		Clear List #8
	Lot 21	13.77		Clear List #8
	Lot 24	12.06		Clear List #8
	NE $\frac{1}{4}$ SW $\frac{1}{4}$			Clear List #8
			262.09	
31	Lot 4	16.41		Clear List #8
	Lot 5	19.10		Clear List #8
	Lot 6	31.80		Clear List #8
	Lot 7	59.37		Clear List #8
	Lot 8	39.85		Clear List #8
	Lot 9	39.95		Clear List #8
	E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$			Clear List #8
			446.48	
32	W $\frac{1}{2}$ SW $\frac{1}{4}$		80.00	Clear List #8
TOWNSHIP TOTAL			941.62	

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TOWNSHIP 29 SOUTH RANGE 56 EAST USGS Map - Skagway B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
2	All		640.00	Clear List #7
3	All		640.00	Clear List #7
4	S ¹ / ₂ , S ¹ / ₂ NE ¹ / ₄ , S ¹ / ₂ NW ¹ / ₄			Clear List #7
	NW ¹ / ₄ NW ¹ / ₄		520.00	Clear List #7
TOWNSHIP TOTAL			1800.00	

TOWNSHIP 29 SOUTH RANGE 57 EAST USGS Map - Skagway B-3

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	Lot 3	39.21		Clear List #8
	lot 4	30.36		Clear List #8
	Lot 5	30.50		Clear List #8
	Lot 6	46.93		Clear List #8
	Lot 7	32.84		Clear List #8
TOWNSHIP TOTAL		179.84		

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TOWNSHIP 30 SOUTH RANGE 58 EAST USGS Maps - Skagway A-2, B-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	Lot 1	39.93		Clear List #7
	SE $\frac{1}{4}$ NE $\frac{1}{4}$			Clear List #7
			79.93	
7	Lot 4	15.37		Clear List #2
	Lot 5	33.55		Clear List #2
	Lot 6	23.01		Clear List #2
			71.93	
8	NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$		80.00	Clear List #8
14	N $\frac{1}{2}$ S $\frac{1}{2}$		160.00	Clear List #7
18	Lot 1	22.80		Clear List #2
	Lot 2	39.98		Clear List #2
	Lot 3	33.65		Clear List #2
	Lot 4	33.74		Clear List #2
	Lot 5	35.53		Clear List #2
	Lot 6	33.84		Clear List #2
	Lot 7	33.93		Clear List #2
	SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$,			Clear List #2
	SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$			Clear List #2
			553.47	
20	All		640.00	Clear List #2
21	Lot 1	24.13		Clear List #2
	Lot 2	39.14		Clear List #2
	S $\frac{1}{2}$ NE $\frac{1}{4}$			Clear List #2
	NW $\frac{1}{4}$, S $\frac{1}{2}$			Clear List #2
			623.27	

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TOWNSHIP 30 SOUTH RANGE 58 EAST (continued) USGS Map-Skagway A-2, B-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
22	Lot 1	59.44		Clear List #2
	Lot 2	48.72		Clear List #2
	Lot 3	30.28		Clear List #2
	Lot 4	48.82		Clear List #2
	NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$			Clear List #2
			467.26	
23	Lot 2	24.69		Clear List #2
	Lot 3	46.26		Clear List #2
	Lot 4	17.12		Clear List #2
	SW $\frac{1}{4}$ SW $\frac{1}{4}$			Clear List #2
			128.07	
25	Lot 1	40.69		Clear List #2
	Lot 2	59.70		Clear List #2
	Lot 3	37.10		Clear List #2
	Lot 4	38.15		Clear List #2
	SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$			Clear List #2
			335.64	
26	Lot 1	23.72		Clear List #2
	Lot 2	39.90		Clear List #2
	S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, W $\frac{1}{2}$			Clear List #2
			623.62	
27	A11		640.00	Clear List #2
28	A11		640.00	Clear List #2
TOWNSHIP TOTAL			5043.19	

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TOWNSHIP 30 SOUTH RANGE 59 EAST USGS Map - Skagway A-2, B-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
1	E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$		160.00	Clear List #9
3	SE $\frac{1}{4}$ NW $\frac{1}{4}$		40.00	Clear List #8
15	NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$		140.00	Clear List #8
22	E $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	Clear List #8
27	Lot 3	30.12		Clear List #8
	Lot 6	33.98		Clear List #8
	NE $\frac{1}{4}$ NE $\frac{1}{4}$			Clear List #8
			104.10	
29	NW $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	Clear List #8
31	Lot 1	30.89		Clear List #2
	Lot 2	34.93		Clear List #2
	Lot 3	22.86		Clear List #2
	Lot 4	38.36		Clear List #2
	Lot 5	35.03		Clear List #2
	Lot 6	27.35		Clear List #2
	Lot 7	8.80		Clear List #2
			198.22	
TOWNSHIP TOTAL			762.32	

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TOWNSHIP 31 SOUTH RANGE 59 EAST USGS Map - Skagway A-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
13	Lot 1	28.61		Clear List #6
	Lot 2	33.71		Clear List #6
	Lot 3	13.19		Clear List #6
	Lot 4	39.27		Clear List #6
			114.78	
21	Lot 4	37.76		Clear List #6
	Lot 5	22.95		Clear List #6
	Lot 6	37.20		Clear List #6
	W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$			Clear List #6
			297.91	
24	Lot 2	24.12		Clear List #6
	Lot 4	16.18		Clear List #6
	Lot 5	35.89		Clear List #6
	NE $\frac{1}{4}$ SE $\frac{1}{4}$			Clear List #6
			116.19	
TOWNSHIP TOTAL			528.88	

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TOWNSHIP 31 SOUTH RANGE 60 EAST USGS Map - Skagway A-1, A-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
19	Lot 3 E $\frac{1}{2}$ SE $\frac{1}{4}$,	36.39		Clear List #6 Clear List #6
			116.39	
20	W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$			Clear List #6 Clear List #6
			200.00	
29	Lot 6 NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,	39.98		Clear List #6 Clear List #6
			119.98	
TOWNSHIP TOTAL			436.37	

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TOWNSHIP 32 SOUTH RANGE 59 EAST USGS Map - Skagway A-2

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
13	S $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	Clear List #6
24	Lot 1	23.94		Clear List #6
	Lot 5	39.97		Clear List #6
	E $\frac{1}{2}$ SW $\frac{1}{4}$			Clear List #6
			143.91	
25	N $\frac{1}{2}$ SE $\frac{1}{4}$			Clear List #9
	Lot 1	27.43		Clear List #6
	Lot 3	27.19		Clear List #6
	Lot 4	25.48		Clear List #6
	Lot 5	30.41		Clear List #6
	Lot 6	34.40		Clear List #6
	E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sw $\frac{1}{4}$ NE $\frac{1}{4}$			Clear List #6
			424.91	
TOWNSHIP TOTAL			648.82	

TOWNSHIP 32 SOUTH RANGE 60 EAST USGS Map - Skagway A-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	E $\frac{1}{2}$ E $\frac{1}{2}$		160.00	Clear List #6
TOWNSHIP TOTAL			160.00	

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SEWARD MERIDIANTOWNSHIP 17 NORTH RANGE 1 EAST USGS-Map Anchorage C-6, C-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
11	NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$		180.00	Exchange - Adl. # 55982
TOWNSHIP TOTAL			180.00	

TOWNSHIP 1 NORTH RANGE 1 WEST USGS-Map Seward A-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
27	SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$		160.00	1213497
35	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1213497
TOWNSHIP TOTAL			200.00	

TOWNSHIP 1 NORTH RANGE 12 WEST USGS-Map Kenai A-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	SE $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	1228294
8	S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$		120.00	1228294
17	N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$		320.00	Clear List #4
18	SE $\frac{1}{4}$		160.00	1228294
19	Lot 3	39.03		Clear List #4
	Lot 4	39.13		Clear List #4
	E $\frac{1}{2}$			Clear List #4
			398.16	
20	NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$		320.00	Clear List #4
21	NE $\frac{1}{4}$, SW $\frac{1}{4}$		320.00	Clear List #4

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<u>TOWNSHIP 1 NORTH RANGE 12 WEST (continued)</u>		USGS Map - Kenai A-4		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
30	Lot 1	39.23		Clear List #4
	Lot 2	39.33		Clear List #4
	Lot 3	39.43		Clear List #4
	Lot 4	39.53		Clear List #4
	S $\frac{1}{2}$ SE $\frac{1}{4}$,			Clear List #4
	E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$			Clear List #4
			397.52	
TOWNSHIP TOTAL			2075.68	
<u>TOWNSHIP 1 NORTH RANGE 13 WEST</u>		USGS Map - Kenai A-4, A-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
13	E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$,			1228294
	E $\frac{1}{2}$ SW $\frac{1}{4}$			1228294
			280.00	
23	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1228294
24	SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$,			1228294
	SE $\frac{1}{4}$ SE $\frac{1}{4}$			Clear List #4
			320.00	
25	E $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$		320.00	Clear List #4
26	W $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	Clear List #4
33	Lot 1	30.44		1228294
			30.44	
34	S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$		120.00	1228294
35	E $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$		160.00	Clear List #4
TOWNSHIP TOTAL			1350.44	

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<u>TOWNSHIP 2 NORTH RANGE 11 WEST</u>		<u>USGS Map - Kenai B-4</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
5	NW $\frac{1}{4}$ SW $\frac{1}{4}$		40.00	1228294
7	Lot 9	3.75		1228294
	Lot 10	3.75		1228294
	Lot 11	3.76		1228294
	Lot 12	3.76		1228294
	Lot 13	3.77		1228294
	Lot 14	3.78		1228294
	Lot 15	3.78		1228294
	Lot 16	3.79		1228294
	E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$			1228294
			150.14	
18	Lot 9	3.85		1228294
	Lot 10	3.86		1228294
	Lot 11	3.87		1228294
	Lot 12	3.87		1228294
	Lot 13	3.88		1228294
	Lot 14	3.89		1228294
	Lot 15	3.89		1228294
	Lot 16	3.90		1228294
	E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$			1228294
			191.01	
TOWNSHIP TOTAL			331.15	

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TOWNSHIP 2 NORTH RANGE 12 WEST USGS Map - Kenai A-4, B-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
10	NE $\frac{1}{4}$, S $\frac{1}{2}$		480.00	1217603
15	E $\frac{1}{2}$ E $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$,			Clear List #3
	Lot 1	35.71		1217603
	Lot 2	13.45		1217603
	NW $\frac{1}{4}$ SE $\frac{1}{4}$,			1217603
	NE $\frac{1}{4}$ NW $\frac{1}{4}$			1217603
			369.16	
21	NE $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	Clear List #3
22	Lot 1	40.21		1217603
	S $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$,			1217603
			400.21	
23	SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$		200.00	1217603
25	A11		640.00	1217603
26	A11		640.00	1217603
27	S $\frac{1}{2}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$		560.00	1217603
28	SW $\frac{1}{4}$		160.00	Clear List #3
29	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	Clear List #3
32	NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$		200.00	Clear List #3
34	A11		640.00	1217603
35	A11		640.00	1217603
TOWNSHIP TOTAL			5009.37	

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<u>TOWNSHIP 3 NORTH RANGE 11 WEST</u>			USGS Map - Kenai B-4	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
32	Lot 5	10.63		1217603
	Lot 8	33.29		1217603
			43.92	
TOWNSHIP TOTAL			43.92	
<u>TOWNSHIP 3 NORTH RANGE 12 WEST</u>			USGS Map - Kenai B-4	
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
1	Lot 6	46.28		1217603
			46.28	
12	Lot 15	44.47		1224104
	Lot 2	17.35		1217603
	Lot 5	17.50		1217603
	Lot 9	33.76		1217603
	Lot 13	13.43		1217603
			126.51	
13	Lot 2	53.22		1217603
	Lot 4	41.99		1217603
	Lot 7	38.03		1217603
	Lot 10	9.16		1217603
	NW $\frac{1}{4}$ NW $\frac{1}{4}$			1217603
			182.40	
24	SW $\frac{1}{4}$ NW $\frac{1}{4}$		40.00	1217603
25	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1217603

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TOWNSHIP 3 NORTH RANGE 12 WEST (Continued) USGS Map - Kenai B-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
27	Lot 8	39.62		1221739
	S $\frac{1}{2}$ S $\frac{1}{2}$			1221739
			199.62	
34	W $\frac{1}{2}$		320.00	1221739
TOWNSHIP TOTAL			954.81	

TOWNSHIP 5 NORTH RANGE 11 WEST USGS Map - Kenai B-3, B-4, C-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
23	SE $\frac{1}{4}$		160.00	1215181
25	S $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1215181
26	NE $\frac{1}{4}$, SW $\frac{1}{4}$		320.00	1215181
35	NW $\frac{1}{4}$		160.00	1215181
TOWNSHIP TOTAL			720.00	

TOWNSHIP 12 NORTH RANGE 2 WEST USGS Map - Anchorage A-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
31	SE $\frac{1}{4}$ NE $\frac{1}{4}$,			1225233
	S $\frac{1}{2}$ SE $\frac{1}{4}$		120.00	
32	All		640.00	1225233
TOWNSHIP TOTAL			760.00	

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TOWNSHIP 12 NORTH RANGE 4 WEST USGS Map - Anchorage A-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
*1	SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ excluding ADL #200249		158.00	1231759
*2	S $\frac{1}{2}$ of Lot 34	2.50	2.50	1231759
*13	NE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ excluding ADL #200249		70.72	1213494 1213494
*15	Portion of Lot 4 not included in Potter Point State Game Refuge		+7.00	1213494
TOWNSHIP TOTAL			238.22	

TOWNSHIP 13 NORTH RANGE 3 WEST USGS Map - Anchorage A-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
28	NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ excluding ADL #209820		87.27	50-65-0588 50-64-0159 50-64-0159 50-64-0159
TOWNSHIP TOTAL			87.27	

TOWNSHIP 13 NORTH RANGE 4 WEST USGS Map - Anchorage A-8, Tyonek A-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
3	N $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1213493
TOWNSHIP TOTAL			80.00	

*Municipal selection approved under final decision (AS 29.18.201-213).

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<u>TOWNSHIP 14 NORTH RANGE 1 WEST</u>		<u>USGS Map - Anchorage B-7</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
*8	N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$		240.00	1218052
*9	N $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1218052
*15	NE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1218052
*19	Lot 4	36.73		1220826
	Lot 3	36.56		1218052
	SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$			1218052
			193.29	
TOWNSHIP TOTAL			553.29	

*Municipal selection approved under final decision (AS 29.18.201-213).

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<u>TOWNSHIP 14 NORTH RANGE 4 WEST</u>		USGS Map - Anchorage B-8, Tiyonek B-1		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
13	Lot 2	50.60		Clear List #6
	Lot 3	38.74		Clear List #6
	SW $\frac{1}{4}$ NW $\frac{1}{4}$			Clear List #6
			129.34	
14	SE $\frac{1}{4}$,			Clear List #5
	S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$,			Clear List #8
	S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$,			Clear List #6
	SW $\frac{1}{4}$ NW $\frac{1}{4}$			Clear List #6
			320.00	
23	W $\frac{1}{2}$ SE $\frac{1}{4}$ excluding ADL #204139		60.52	Clear List #5
26	W $\frac{1}{2}$		320.00	Clear List #5
32	SE $\frac{1}{4}$ NW $\frac{1}{4}$		40.00	1213621
TOWNSHIP TOTAL			869.86	

<u>TOWNSHIP 15 NORTH RANGE 1 WEST</u>		USGS Map - Anchorage B-7		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
*30	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1220980
TOWNSHIP TOTAL			40.00	

*Municipal selection approved under final decision (AS 29.18.201-213).

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TOWNSHIP 15 NORTH RANGE 3 WEST USGS map - Anchorage B-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
5	NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ excluding ADL # 204139		235.76	Clear List #9
6	Lot 3	32.35		Clear List #9
	Lot 4	32.47		Clear List #9
	E $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ excluding ADL # 204139		382.27	Clear List #9
7	Lot 1	32.59		Clear List #9
	Lot 2	32.74		Clear List #9
	Lot 3	32.88		Clear List #9
	Lot 4	33.03		Clear List #9
	E $\frac{1}{2}$ W $\frac{1}{2}$,			Clear List #9
	NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$			Clear List #9
			531.24	
TOWNSHIP TOTAL			1149.27	

TOWNSHIP 16 NORTH RANGE 2 WEST USGS Map - Anchorage B-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
15	Lot 1	3.42		1225633
	Lot 2	44.72		1225633
			48.14	
TOWNSHIP TOTAL			48.14	

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TOWNSHIP 16 NORTH RANGE 3 WEST USGS Map - Anchorage B-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
32	NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	excluding ADL # 204139	554.91	Clear List #6
TOWNSHIP TOTAL			554.91	

TOWNSHIP 17 NORTH RANGE 1 WEST USGS Map - Anchorage C-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	Lot 4	37.04	74.11	1216234
	Lot 5	37.07		1216234
17	NE $\frac{1}{4}$ SW $\frac{1}{4}$		40.00	1216234
24	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1216234
28	SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$		120.00	1216234
TOWNSHIP TOTAL			274.11	

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TOWNSHIP 17 NORTH RANGE 2 WEST

USGS Map - Anchorage C-7, C-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
2	W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$		240.00	1220828
3	S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$		160.00	1220828
8	W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$		50.00	1220828
10	SW $\frac{1}{4}$		160.00	Clear List #8
14	SW $\frac{1}{4}$		160.00	1217600
15	E $\frac{1}{2}$ SW $\frac{1}{4}$		80.00	1217600
17	SE $\frac{1}{4}$ SW $\frac{1}{4}$		40.00	1217600
18	Lot 3	38.60		Clear List #8
	Lot 4	38.68		Clear List #8
	E $\frac{1}{2}$ SW $\frac{1}{4}$		157.28	Clear List #8
23	NW $\frac{1}{4}$		160.00	1217600
27	N $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	Clear List #8
34	S $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	1217600
TOWNSHIP TOTAL.			1367.28	

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TOWNSHIP 17 NORTH RANGE 3 WEST

USGS Map - Anchorage C-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
14	NE $\frac{1}{2}$ NW $\frac{1}{4}$		40.00	1217600
20	Lot 32	24.42		1217600
			24.42	
27	N $\frac{1}{2}$ NE $\frac{1}{4}$,			1222895
	SE $\frac{1}{4}$ SE $\frac{1}{4}$,			1222895
	S $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{4}$			1222895
			140.00	
28	SW $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	1217600
30	Lot 8	0.04		1217600
	Lot 14	1.71		1217600
	Lot 15	1.82		1217600
	Lot 16	1.92		1217600
			5.49	
32	E $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1217600
34	E $\frac{1}{2}$, SW $\frac{1}{4}$		40.00	1222895
35	SW $\frac{1}{2}$ SW $\frac{1}{4}$		40.00	Exchange- ADL #56092
TOWNSHIP TOTAL			849.91	

APPENDIX

TOWNSHIP 18 NORTH RANGE 1 WEST

USGS Map - Anchorage C-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
1	Lot 1	40.00		1217599
	Lot 2	40.02		1217599
	Lot 3	40.02		1217599
	Lot 4	40.04		1217599
	S $\frac{1}{2}$ N $\frac{1}{2}$			12175.9
	S $\frac{1}{2}$			1217599
			640.08	
2	SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$			1220827
	Lot 1	40.07		1217599
	Lot 2	40.14		1217599
	Lot 3	40.20		1217599
	Lot 4	40.27		1217599
	S $\frac{1}{2}$ NE $\frac{1}{4}$,			1217599
	SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$			1217599
			640.68	
3	Lot 1	40.37		1217599
	Lot 2	40.53		1217599
	Lot 3	40.67		1217599
	Lot 4	40.83		1217599
	S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$,			1217599
	S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$,			1217599
	NE $\frac{1}{4}$ SE $\frac{1}{4}$			1220827
			642.40	

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<u>TOWNSHIP 18 NORTH RANGE 1 WEST (continued)</u>		<u>USGS Map - Anchorage C-7</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
10	N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$		440.00	1217599
11	NW $\frac{1}{4}$ NW $\frac{1}{4}$		40.00	1217599
14	N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$		280.00	1217599
15	N $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1217599
18	NE $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	1217599
19	Lot 3	35.61		1217599
	Lot 4	35.74		1217599
	E $\frac{1}{2}$ SE $\frac{1}{4}$			1217599
			151.35	
20	SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$		360.00	1217599
21	S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NF $\frac{1}{4}$		160.00	1217599
23	N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$		280.00	1217599
24	NE $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	1217599
28	NW $\frac{1}{4}$		160.00	1217599
29	NW $\frac{1}{4}$		160.00	1217599
30	Lot 1	35.86		1220828
	Lot 2	35.97		1220828
	Lot 3	36.09		1220828
	Lot 4	36.20		1220828
	E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$			1220828

624.12

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TOWNSHIP 18 NORTH RANGE 1 WEST (continued) USGS Map - Anchorage C-7

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
31	Lot 1	36.35		1225683
	Lot 2	36.55		1225683
	Lot 3	36.73		1225683
	Lot 4	36.93		1225683
	E $\frac{1}{2}$ N $\frac{1}{2}$,			1225683
	NE $\frac{1}{4}$			1225683
			466.56	
33	S $\frac{1}{2}$ N $\frac{1}{2}$		160.00	1220828
35	E $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	1220828
TOWNSHIP TOTAL			5445.19	

TOWNSHIP 18 NORTH RANGE 3 WEST USGS Map - Anchorage C-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
12	All		640.00	1217600
18	SE $\frac{1}{4}$ SW $\frac{1}{4}$		40.00	1217600
TOWNSHIP TOTAL			680.00	

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TOWNSHIP 22 NORTH RANGE 4 WEST USGS Map - Talkeetna Mts. A-6, Anchorage D-8

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
2	Lot 3	40.20		1215773
	Lot 4	40.26		1215773
	Lot 5	30.92		1215773
	Lot 6	50.77		1215773
	S $\frac{1}{2}$ NW $\frac{1}{4}$,			1215773
	NE $\frac{1}{4}$ SW $\frac{1}{4}$			1215773
11	Lot 2	28.39		1215773
	Lot 5	18.93		1215773
	Lot 6	25.56		1215773
	S $\frac{1}{2}$ SW $\frac{1}{4}$			1215773
			152.88	
28	E $\frac{1}{2}$		320.00	1215773
TOWNSHIP TOTAL			755.03	

TOWNSHIP 23 NORTH RANGE 4 WEST USGS Map - Talkeetna A-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
5	Lot 3	40.00		Exchange-ADL#52954
TOWNSHIP TOTAL			40.00	

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TOWNSHIP 24 NORTH RANGE 4 WEST

USGS Map - Talkeetna A-1, Talkeetna Mts. A-6

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
4	Lot 1	40.19		1213622
	Lot 2	40.18		1213622
	S $\frac{1}{2}$ NE $\frac{1}{4}$,			1213622
	SE $\frac{1}{4}$			1226464
			320.37	
5	Lot 3	40.09		1213622
	Lot 4	40.07		1213622
	S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$			1213622
			480.16	
9	Lot 1	14.70		1213622
	Lot 2	33.90		1213622
	Lot 3	27.14		1213622
	Lot 4	34.48		1213622
	S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Benka Lake Subdivision)			1213622
			230.22	
18	Lot 9	5.11		1213622
	Lot 10	5.16		1213622
	Lot 11	5.20		1213622
	Lot 12	5.25		1213622
	Lot 13	5.30		1213622
	Lot 14	5.35		1213622
	Lot 15	6.35		1213622
	Lot 16	5.41		1213622
	Lot 17	4.92		1213622

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TOWNSHIP 24 NORTH RANGE 4 WEST (continued) USGS Map Talkeetna A-1, Talkeetna Mts. A-

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Acreage</u>	<u>Patent #</u>
18	Lot 21	5.92		1213622
	Lot 22	5.18		1213622
	N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,			1213622
	S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$,			1213622
	NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$,			1213622
	E $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$			1213622
			374.15	
21	E $\frac{1}{2}$		320.00	1213622
27	E $\frac{1}{2}$		320.00	1213622
32	Lot 1	38.51		1213622
	Lot 2	34.73		1213622
	NE $\frac{1}{4}$ NE $\frac{1}{4}$,			1213622
	S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$			1213622
			273.24	
34	E $\frac{1}{2}$		320.00	1213622
TOWNSHIP TOTAL			2638.14	

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TOWNSHIP 26 NORTH RANGE 4 WEST USGS Map - Talkeetna B-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
19	E $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	1215772
20	All		640.00	1215772
29	E $\frac{1}{2}$		320.00	1215772
30	SW $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	1215772
TOWNSHIP TOTAL			1080.00	

TOWNSHIP 26 NORTH RANGE 5 WEST USGS Map - Talkeetna B-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
1	Lot 1	40.00		1215772
	Lot 2	40.02		1215772
	Lot 3	40.02		1215772
	Lot 4	40.04		1215772
	S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$			1215772
			640.08	
24	Lot 1	18.90		1215772
	Lot 2	32.78		1215772
	Lot 3	34.09		1215772
	Lot 4	21.15		1215772
	Lot 5	33.50		1215772
	Lot 6	9.64		1215772
	Lot 7	23.28		1215772
	NW $\frac{1}{4}$ NW $\frac{1}{4}$			1215772
			213.34	

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TOWNSHIP 26 NORTH RANGE 5 WEST (continued) USGS Map -- Talkeetna B-1

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
25	Lot 7	4.05		1213622
	Lot 8	2.13		1213622
	Lot 29	4.91		1213622
	Lot 33	4.23		1213622
	Lot 34	3.57		1213622
	Lot 37	3.78		1213622
	Lot 38	5.60		1213622
	Lot 39	4.42		1213622
	Lot 40	4.87		1213622
	Lot 41	2.70		1213622
	Lot 42	3.79		1213622
	Lot 43	5.33		1213622
	Lot 44	5.79		1213622
			55.17	
TOWNSHIP TOTAL			908.59	

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TOWNSHIP 1 SOUTH RANGE 13 WEST USGS Map - Kent. A-1, A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
3	Lot 1	40.05		Clear List #3
	S $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$,			Clear List #3
	SE $\frac{1}{4}$ NE $\frac{1}{4}$			Clear List #3
			480.05	
4	E $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	Clear List #3
7	Lot 4	30.91		Clear List #3
			30.91	
8	NE $\frac{1}{4}$ NE $\frac{1}{4}$		40.00	Clear List #3
9	S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$		400.00	Clear List #3
10	N $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$		400.00	Clear List #3
17	SE $\frac{1}{4}$		160.00	Clear List #3
19	Lot 1	31.31		Clear List #3
	Lot 2	31.42		Clear List #3
	E $\frac{1}{2}$ NW $\frac{1}{4}$			Clear List #3
			142.73	
20	E $\frac{1}{2}$		320.00	Clear List #3
21	NW $\frac{1}{4}$		160.00	Clear List #3
29	E $\frac{1}{2}$ E $\frac{1}{2}$		160.00	Clear List #3
TOWNSHIP TOTAL			2373.69	

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TOWNSHIP 1 SOUTH RANGE 14 WEST USGS Map - Kenai A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
24	S $\frac{1}{2}$ SW $\frac{1}{4}$		80.00	1219275
25	SE $\frac{1}{4}$		160.00	1219275
TOWNSHIP TOTAL			240.00	

TOWNSHIP 2 SOUTH RANGE 14 WEST USGS Map - Seldovia D-5, Kenai A-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
14	E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$		160.00	1221605
20	E $\frac{1}{2}$ E $\frac{1}{2}$		160.00	1221605
22	All		640.00	Clear List #3
28	E $\frac{1}{2}$		320.00	Clear List #3
33	E $\frac{1}{2}$ SW $\frac{1}{4}$		80.00	Clear List #3
TOWNSHIP TOTAL			1360.00	

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TOWNSHIP 3 SOUTH RANGE 14 WEST USGS Map - Seldovia D-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
8	E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$		160.00	Clear List #3 1221605
18	E $\frac{1}{2}$ SE $\frac{1}{4}$		80.00	Clear List #3
30	Lot 3	36.93		Clear List #3
	Lot 4	37.02		Clear List #3
	E $\frac{1}{2}$ SW $\frac{1}{4}$		153.95	Clear List #3
31	Lot 2	37.23		1227563
	Lot 3	37.33		1227563
	NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,		234.56	1227563 1227563
TOWNSHIP TOTAL			628.51	

TOWNSHIP 3 SOUTH RANGE 15 WEST USGS Map - Seldovia D-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
25	SE $\frac{1}{4}$ SE $\frac{1}{4}$		40.00	Clear List #3
TOWNSHIP TOTAL			40.00	

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TOWNSHIP 4 SOUTH RANGE 15 WEST USGS Map - Seldovia D-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
14	SE $\frac{1}{4}$ SW $\frac{1}{4}$		40.00	Clear List #3
22	Lot 2	6.63		1221605
			6.63	
24	SE $\frac{1}{4}$		160.00	Clear List #3
26	SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$		160.00	1221605
TOWNSHIP TOTAL			366.63	

TOWNSHIP 5 SOUTH RANGE 11 WEST USGS Map - Seldovia D-4

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
9	SE $\frac{1}{4}$ NW $\frac{1}{4}$		40.00	1221605
TOWNSHIP TOTAL			40.00	

TOWNSHIP 5 SOUTH RANGE 14 WEST USGS Map - Seldovia D-5

<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
8	E $\frac{1}{2}$ W $\frac{1}{2}$		160.00	Clear List #3
TOWNSHIP TOTAL			160.00	

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<u>TOWNSHIP 5 SOUTH RANGE 15 WEST</u>		USGS Map - Seldovia C-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
17	Lot 1	0.67		1219275
			0.67	
34	Lot 1	0.97		1219275
			0.97	
TOWNSHIP TOTAL			1.64	

<u>TOWNSHIP 6 SOUTH RANGE 12 WEST</u>		USGS Map - Seldovia C-4		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
5	N $\frac{1}{2}$ NE $\frac{1}{4}$		80.00	1219275
TOWNSHIP TOTAL			80.00	

<u>TOWNSHIP 6 SOUTH RANGE 13 WEST</u>		USGS Map - Seldovia C-4, C-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
1	N $\frac{1}{2}$ NW $\frac{1}{4}$		80.00	1219275
5	NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$		220.00	Exchange- ADL #63966
6	SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$		50.00	1219275
8	S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$		130.00	1219275
TOWNSHIP TOTAL			480.00	

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<u>TOWNSHIP 6 SOUTH RANGE 14 WEST</u>		USGS Map - Seldovia C-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
9	SE $\frac{1}{4}$ SE $\frac{1}{4}$, except W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$		35.00	1219275
10	SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$		240.00	1219275
TOWNSHIP TOTAL			275.00	

<u>TOWNSHIP 8 SOUTH RANGE 14 WEST</u>		USGS Map - Seldovia B-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
32	SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$		80.00	1220329 1220829
33	SW $\frac{1}{4}$		160.00	1220829
TOWNSHIP TOTAL			240.00	

<u>TOWNSHIP 9 SOUTH RANGE 14 WEST</u>		USGS Map - Seldovia B-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	Lot 9	4.12		1220829
	Lot 10	5.89		1220829
	Lot 17	1.25		1220829
	Lot 19	1.25		1220829
	Lot 20	1.25		1220829
	E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$			1220829 1220829
			128.76	
TOWNSHIP TOTAL			128.76	

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<u>TOWNSHIP 9 SOUTH RANGE 15 WEST</u>		USGS Map - Seldovia B-5		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
1	Lot 1	0.71		1220829
			0.71	
TOWNSHIP TOTAL			0.71	

<u>TOWNSHIP 28 SOUTH RANGE 44 WEST</u>		USGS Map - Ugashik C-2, D-2		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
6	Lot 3	37.94		1220829
	Lot 4	38.03		1220829
	E $\frac{1}{2}$ SW $\frac{1}{4}$			1220829
			155.97	
7	Lot 1	36.90		1220829
	Lot 2	11.98		1220829
	Lot 3	39.94		1220829
	Lot 4	36.07		1220829
	Lot 5	38.95		1220829
	NE $\frac{1}{4}$ NW $\frac{1}{4}$			1220829
			203.84	
30	Lot 1	8.03		1220829
			8.03	
31	Lot 3	30.60		1220829
	Lot 4	34.40		1220829
	SE $\frac{1}{4}$ SW $\frac{1}{4}$			1220829
			105.00	
TOWNSHIP TOTAL			472.84	

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<u>TOWNSHIP 33 SOUTH RANGE 45 WEST</u>		<u>USGS Map - Ugashik B-2</u>		
<u>Section</u>	<u>Portion</u>	<u>Lot Acreage</u>	<u>Section Acreage</u>	<u>Patent #</u>
10	Lot 1	29.01		1220830
	Lot 2	46.25		1220830
	Lot 3	38.37		1220830
	SW $\frac{1}{4}$ SW $\frac{1}{4}$,			1220830
	N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$,			1220830
			513.63	
14	Lot 1	8.00		1220830
	Lot 2	15.04		1220830
	Lot 3	16.54		1220830
			39.58	
15	Lot 1	22.86		1220830
	Lot 2	29.84		1220830
	Lot 3	23.58		1220830
	Lot 4	32.58		1220830
			108.86	
22	Lot 1	16.40		1220830
				16.40
TOWNSHIP TOTAL			678.47	

APPENDIX _____

UNITED STATES SURVEYS

Survey #	Township	Range	Meridian	Section	Portion	Acreage	Patent #	USGS-Map
3441	2N	15W	FM	17	Lot 15-A	1.35	1234501	Tanana A-2
3441	2N	15W	FM	17	Lot 29	0.90	1234501	Tanana A-2
3441	2N	15W	FM	17	Lot 30	0.85	1234501	Tanana A-2
3441	2N	15W	FM	17	Lot 31	0.73	1234501	Tanana A-2
3441	2N	15W	FM	17	Lot 32	0.77	1234501	Tanana A-2
3441	2N	15W	FM	17	Lot 34	1.08	1234501	Tanana A-2
3441	2N	15W	FM	17	Lot 35	2.00	1234501	Tanana A-2
Total acres for survey						7.68		
4593	40S	65E	CRM	24	Lot 3	155.87	50-69-009	Juneau B-2
4593	40S	65E	CRM	24	Lot 8	36.87	50-66-0475	Juneau B-2
4593	40S	65E	CRM	24	Lot 9	43.68	50-66-0475	Juneau B-2
4593	40S	65E	CRM	24	Lot 13	145.36	50-66-0475	Juneau B-2
Total acres for survey						381.78		
341	8S	7W	CRM	25		40.00	1213951	Valdez A-7
Total acres for survey						40.00		
342	8S	7W	CRM	25,35,36		73.58	1213951	Valdez A-7
Total acres for survey						73.58		

APPENDIX _____

Survey #	Township	Range	Meridian	Section	Portion	Acreage	Patent #	USGS-Map
697	8S	6W	CRM	19,30		80.00	1213951	Valdez A-7
				Total acres for survey		80.00		
693	8S	6W	CRM	19,30		40.00	1213951	Valdez A-7
				Total acres for survey		40.00		
641	8S	6W	CRM	31			1213951	Valdez A-7
641	8S	7W	CRM	36		79.77	1213951	Valdez A-7
				Total acres for survey		79.77		
447	8S	6W	CRM	32		38.83	1213951	Valdez A-7
				Total acres for survey		38.83		
448	8S	6W	CRM	29,32		32.66	1213951	Valdez A-7
				Total acres for survey		32.66		
3917	17N	13W	SM	15	Lot 3	4.99	Exchange 204139	
3917	17N	13W	SM	12	Lot 6	4.66	Exchange 204139	
				Total acres for survey		9.65		

Appendix O		Replacement Lands		Priority Selections	
PARCEL NUMBER		Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
1	T40S, R65E, CRM	23:	Lots 2-5 and 6A of USS 3404; Lots 0-1, 0-2, L and N of USS 2391; Lot 6-B of ASLS 74-29	21.71±	\$ 650,000
2	T5N, R11W, SM	36:	Those portions of the SW¼, SE¼SE¼ and Lot 7 excluding the Slikok Creek Subdivision	170±	425,000
3	T10S, R10E, FM	13	A portion lying adjacent to Block 14-A, Delta Junction Townsite (see M & B in ADL#403102)	3.44±	14,000
4	T55S, R63E, CRM T55S, R64E, CRM	36: 31:	Portion Tr 4-A ASLS 78-1 Portion Tr 4-A ASLS 78-1	10.05±	219,000
5	T1N, R4E, FM	36:	S½NE¼, N½N½SE¼, NE¼NE¼SW¼	130±	143,000
6	T1N, R2W, FM	8:	S½SW¼, excluding USMS 2102	70±	49,000
7	T1S, R1W, SM	4: 9:	USS 1116, Lots 1-7, Blk 23; Lots 1-7 Blk 24 USS 1116, Portion Lots 1-7, Blk 24	5±	50,000
8	T16S, R3W, CRM	5:	N½N½, SE¼NW¼	200±	140,000
9	T1S, R1W, SM	2:	Lot 1	25.98±	26,000
10	T75S, R91E, CRM T76S, R91E, CRM	35: 35: 1: 2:	USS 3802 USS 3802 Portion USS 3802 Portion USS 3802	100±	100,000
11	T1S, R2W, FM	4:	MS 2057	32±	88,000
12	T2N, R1W, FM	33	All available lots within ASLS 79-163; Lots 3, 20-22, 24, 25, 32, 33, 52, 59, 60, 66-68, 78-82, 85, 87, 93	98.517±	284,000
13	T2N, R1W, FM	35:	Section 35: W¼	320±	320,000

PARCEL NUMBER	Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
14	T1N, R3W, FM	16: SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ of existing trail 17: Portion SE $\frac{1}{4}$ SE $\frac{1}{4}$	100 \pm	\$ 60,000
15	T11S, R12E, FM	25: Portion Tr E, Unit 2, ASLS 78-93 (M&B) (ADL SLUP #403909) 26: Portion Tr E, Unit 2, ASLS 78-93 (M&B) (ADL SLUP #403909)	68 \pm	20,000
16	T2N, R1E, FM	16: N $\frac{1}{2}$ NW $\frac{1}{4}$	80 \pm	28,000
17	T15N, R4W, SM	17: Tr 20 of Pt. McKenzie Ag Project (ILMA 206642 to DNR)	103.16 \pm	36,000
18	T8S, R9W, FM	12: All available lots within ASLS 77-165, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ Subject to ARR R/W and existing trail.	587.93 \pm	440,000
19	T6S, R8W, FM	1: All, excluding Lots 1-4; Subject to a 100' wide public use and access easement along each bank of Clear and Julius Creeks	480 \pm	360,000
20	T3N, R1W, CRM	23: Lots 5-8, S $\frac{1}{2}$ SE $\frac{1}{4}$; Subject to a 300' wide public use and access easement along each bank of the Copper River	242.94 \pm	474,100*
21	T3N, R1W, CRM	36: Lots 2, 9, 10-11, NW $\frac{1}{4}$ NW $\frac{1}{4}$; Subject to a 300' wide public use and access easement along each bank of the Copper River	203.01 \pm	203,000
22	T26N, R7W, SM	13: W $\frac{1}{2}$ 24: All Subject to a 200' wide public use and access easement along each bank of Gate Creek and a 200' wide existing corridor along both sides of the Petersville Road	960 \pm	860,000

*To be adjusted following update of
state appraisal

PARCEL NUMBER	Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
23	T1N, R1E, FM	2: All, including ASLS 80-99 3: E $\frac{1}{2}$, including ASLS 80-99 10: ASLS 80-99, excluding Lots 1-5 and portion of Lot 6, 8-11 Blk 5; excluding Lot 4, Blk 6; excluding Lot 2 and portions of Lots 3 & 8, Blk 7 11: W $\frac{1}{2}$, excluding SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, excluding E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, excluding N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, excluding Lot 7 & portions of Lots 6, 8 & 9, Blk 5, ASLS 80-99; excluding Lots 4-7 and portions of Lots 3 & 8, Blk 7, ASLS 80-99	1357.214±	\$ 1,295,000
24	T2N, R1W, FM	25: E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	400±	440,000
25	T8S, R9W, FM	3, 10, and 15: All available lots within ASLS 80-120 and existing trail	100± 677±	650,000
26	T26N, R7W, SM	26, 34-36: All; Subject to a 200' wide public use and access easement along each bank of Gate Creek and a 200' wide existing corridor along both sides of the Petersville Road	2560±	2,300,000
27	T2N, R1W, CRM	25: SW $\frac{1}{4}$; Subject to an existing trail 36: All; Subject to an existing trail	800±	320,000
28	T4N, R1E, FM	35: All, south of Stoese Highway R/W 36: All, south of Stoese Highway R/W	701±	630,900
29	T3N, R1E, FM	23: N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$	10±	3,500
30	T3N, R1E, FM	1: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Lse 29303) 2: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$ (Lse 29303) N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; Lot 12 (SLUP 74197)	723.77±	290,000
31	T3R, R1E, FII	1: Lot 5 2: Lot 13 excluding N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; Lots 9, 10 & 14 12: Lots 6, 7, 8 & 9	227.29±	100,000

PARCEL NUMBER	Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
32	T12S, R7W, FM	13: SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ (SLUP 40,903)	2.5 \pm	\$ 1,000
33	T4N, R1E, FM	25: N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ 26: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	920 \pm	370,000
34	T1S, R5W, FM	34: All north of ARR excluding HS F 023103 & NE $\frac{1}{4}$ NE $\frac{1}{4}$	390 \pm	205,000
35	T8S, R9W, FM T8S, R8W, FM	24, 25 & 36: All available lots within ASLS 79-173 30 & 31: Subject to ARR R/W and existing trail	1044.04 \pm	680,000
36	T6S, R8W, FM	2 & 3: All; Subject to a 100' wide public use and access easement along each bank of Clear and Julius Creeks and to the ARR R/W	1280 \pm	580,000
37	T3N, R3E, FM	11: All 12: N $\frac{1}{2}$	960 \pm	140,000
38	T3N, R3E, FM	1 & 2: All	1280 \pm	130,000
39	T16N, R5W, SM	13: All	549.68 \pm	448,000
40	T16N, R5W, SM	12: All, excluding USS 4574	549.68 \pm	440,000
41	T16N, R5W, SM	1 & 12: USS 4574, excluding Lot 1	158.37 \pm	206,000
42	T4N, R3E, FM	35: S $\frac{1}{2}$ 36: All	960 \pm	140,000
43	T7S, R9W, FM	3, 10, 15, 22 & 27: All available lots within ASLS 79-158	1326.418 \pm	663,000
44	T7S, R9W, FM	4, 9, 16, 21, 28 & 33: All available lots within ASLS 79-158	2212.813 \pm	996,000

PARCEL NUMBER		Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
45	T7S, R9W, FM	7,8,17 & 20:	All available lots within ASLS 79-158	1000.087 ±	\$ 425,000
46	T2N, R1W, CRM	26: 27:	A11 SE¼ subject to an existing trail	800±	320,000
47	T2N, R1W, CRM	34: 35:	A11 A11	1280±	416,000
48	T2S, R3E, FM	19: 20:	S½SE¼SE¼ E½NE¼, N½SE¼, SW½SE¼, S½N½SW¼, S½SW¼ Subject to Richardson Hwy, right-of-way, a 100' wide public use and access easement along each bank of Moose Ck. and to condemnation proceedings.	340±	238,000
49	T4N, R3E, FM	23-26:	A11	2560±	260,000
50	T4N, R4E, FM	14: 15:	A11 E½	960±	140,000
51	T4N, R4E, FM	19-22:	A11	2518±	250,000
52	T4N, R4E, FM	28-29: 30:	A11 N½, N½S½	1730 ±	170,000
53	T4N, R5E, FM	12-14:	A11	1920±	190,000
54	T4N, R5E, FM	22: 23:	A11, excluding N½N½E½ A11	1200±	120,000
55	T4N, R6E, FM	7:	A11	594 ±	120,000
56	T4N, R6E, FM	9-10:	A11	1280±	130,000
57	T4N, R1E, FM	13-14, 23-24:	A11	2560±	770,000
58	T1N, R4E, FM	25:	NE¼NW¼, N½NE½ (Use 31329)	120±	90,000

PARCEL NUMBER	Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
59	T5N, R4E, FM 27:	N $\frac{1}{2}$ NW $\frac{1}{4}$	80 \pm	\$ 20,000
60	T5N, R4E, FM 33: 34:	S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ A11	1120 \pm	220,000
61	T5N, R3E, FM 33: 34:	S $\frac{1}{2}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ S $\frac{1}{2}$	240 \pm	48,000
62	T3N, R4E, FM 4-5: 6:	A11 E $\frac{1}{2}$	1600 \pm	160,000
63	T3N, R4E, FM 17: 18:	N $\frac{1}{2}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$	160 \pm	40,000
64	T25N, R6W, SM 3-4,9-10:	All excluding valid existing rights Subject to a 200' wide public use and access easement along each bank of Ninemile Creek	2421.51 \pm	2,300,000
65	T25N, R6W, SM 1-2, 11- 12:	All excluding valid existing rights Subject to a 200' wide public use and access easement along each bank of Ninemile Creek	2507.78 \pm	1,750,000
66	T25N, R7W, SM 1-2, 11- 12:	All Subject to a 200' wide public use and access easement along each bank of Gate Creek	2560 \pm	1,790,000
67	T25N, R6W, SM 20: 21-22:	All excluding valid existing rights A11 Subject to a 200' wide public use and access easement along each bank of Ninemile Creek	1874.41 \pm	1,310,000
68	T25N, R6W, SM 27-28: 29:	All All excluding valid existing rights Subject to a 200' wide public use and access easement along each bank of Ninemile Creek	1856.7 \pm	1,480,000

PARCEL NUMBER		Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
69	T25N, R6W, SM	32: 33: 34:	E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ All N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Subject to a 200' wide public use and access easement along each bank of Ninemile Creek	1640+	\$ 900,000
70	T3N, R2E, FM	5: 6: 7:	W $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ All All, north of various mineral surveys (Res-U-Reg 40522)	1404+	632,000
71	T3N, R2E, FM	8: 9:	All W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$	1120+	448,000
72	T4N, R1E, FM	1-2,11-12:	All	2560+	770,000
73	T4N, R2E, FM	5-8:	All	2560+	380,000
74	T4N, R3E, FM	2: 3-4: 9: 10: 11:	W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ All E $\frac{1}{2}$ All N $\frac{1}{2}$ NW $\frac{1}{4}$	2760+	966,000
75	T4N, R2E, FM	15: 16: 17-18: 19: 20:	NW $\frac{1}{4}$ All excluding SE $\frac{1}{4}$ SE $\frac{1}{4}$ All N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$	2700	945,000
76	T5N, R3E, FM	14-16:	All	1920+	290,000
77	T5N, R3E, FM	17-20:	All	2560+	770,000
78	T5N, R3E, FM	21: 22:	N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	1120+	340,000

PARCEL NUMBER	Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
79	T5N, R3E, FM	28: NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ 29: N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ 30: All 31: Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$	1399.40±	\$ 420,000
80	T4N, R3E, FM	22: All 27: E $\frac{1}{2}$	960±	\$ 140,000
81	T3N, R4E, FM	1: E $\frac{1}{2}$	320±	80,000
82	T24N, R6W, SM	8: SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ 16: S $\frac{1}{2}$ SW $\frac{1}{4}$ 17: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ 19-20: All 21: W $\frac{1}{2}$	2523±	1,390,000
83	T24N, R6W, SM	28: W $\frac{1}{2}$ W $\frac{1}{2}$ 29-32: All 33: W $\frac{1}{2}$ NW $\frac{1}{4}$	2732±	1,500,000
84	T24N, R7W, SM	24-26: All	1920±	1,250,000
85	T24N, R7W, SM	35: NE $\frac{1}{4}$ 36: N $\frac{1}{2}$, SE $\frac{1}{4}$	640±	290,000
86	T26N, R7W, SM	1: All	640±	580,000
87	T27N, R7W, SM	24-25: All 35: N $\frac{1}{2}$ 36: All	2240±	1,010,000
88	T27N, R7W, SM	8: N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$	400±	280,000
89	T27N, R7W, SM	17: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ 18: All	932±	420,000

NUMBER	Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
90	T27N, R7W, SM	10: E $\frac{1}{2}$ 11-12: A11	1600 \pm	320,000
91	T27N, R7W, SM	13-15: A11	1920 \pm	380,000
92	T27N, R6W, SM	5: W $\frac{1}{2}$ 6: A11	928 \pm	700,000
93	T27N, R6W, SM	7: A11 8: W $\frac{1}{2}$ 17: W $\frac{1}{2}$ 18: A11	1862 \pm	740,000
94	T27N, R6W, SM	19: A11 20: W $\frac{1}{2}$ 30: A11 31: NWA, N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ 32: W $\frac{1}{2}$	2130.50 \pm	\$ 1,170,000
95	T28N, R6W, SM	31: A11	640 \pm	510,000
96	T4N, R4E, FM	17-18: A11	1236 \pm	120,000
97	T4N, R4E, FM	26-27: A11	1280 \pm	130,000
98	T4N, R4E, FM	33-36: A11	2560 \pm	260,000
99	T4N, R5E, FM	10-11: A11	1280 \pm	130,000
100	T4N, R5E, FM	19-21: A11 28: A11	2518 \pm	250,000
101	T4N, R5E, FM	24-25: A11 26: A11 excluding SW $\frac{1}{4}$ 27: N $\frac{1}{2}$	2080 \pm	210,000

PARCEL NUMBER		Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
102	T4N, R5E, FM	29: 30: 31-32:	S $\frac{1}{2}$ S $\frac{1}{2}$ A11	1862±	190,000
103	T4N, R5E, FM	33: 34:	E $\frac{1}{2}$ A11	960±	\$ 140,000
104	T4N, R6E, FM	17: 18-19: 20:	W $\frac{1}{2}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ A11 N $\frac{1}{2}$	2114±	210,000
105	T4N, R6E, FM	30-31: 32:	A11 W $\frac{1}{2}$	1522±	150,000
106	T3N, R6E, FM	3, 9 & 10:	A11	1920±	\$ 190,000
107	T3N, R5E, FM	22: 23-26:	E $\frac{1}{2}$ A11	2880±	290,000
108	T3N, R6E, FM	19-20: 29-30:	A11 A11	2502±	250,000
109	T5N, R3E, FM	12:	A11	640±	160,000
110	T5N, R4E, FM	7-9:	A11	1911±	240,000
111	T5N, R4E, FM	1: 10-12:	A11 A11	2560±	320,000
112	T4N, R2E, FM	25-27:	A11	1920±	380,000
113	T4N, R2E, FM	35-36:	A11	1280±	220,000
114	T3N, R2E, FM	1: 2:	A11 (SLUP 76002) A11 excluding W $\frac{1}{2}$ W $\frac{1}{2}$ W $\frac{1}{2}$ (SLUP 76002)	1200±	210,000

PARCEL NUMBER		Section(s)	LEGAL DESCRIPTION	Acres	FAIR MARKET VALUE
115	Not Appraised T7S, R8W, CRM	24-26:	A11 State lands	1259±	---
		33-34:	A11 State lands		
		35:	A11 State lands excluding MS 1533		
		36:	A11 excluding MS 1533		
116	Not Appraised T7S, R7W, CRM	1-3:	A11	18,380±	---
		4,8,9:	A11 excluding AA23139		
		10-16:	A11		
		17-19	A11 excluding AA23139		
		20-36:	A11		