

28-0549

BOOK 22 PAGE 001
Iliamna Recording DistrictSETTLEMENT AGREEMENT
[19 AAC 90.030]

THIS AGREEMENT is made as of the 23rd day of August, 1994, by and between the State of Alaska in trust for any future city in Iliamna, Alaska (STATE IN TRUST) and Iliamna Natives Limited, an Alaskan Corporation (CORPORATION); and is entered pursuant to the terms of the CORPORATION's Tender of Conveyance, accepted by the Municipal Land Trust Officer of the Department of Community and Regional Affairs on April 28th, 1994.

NOW THEREFORE, in consideration of mutual agreements and covenants contained in this Agreement, and in the accepted Tender of Conveyance, the STATE IN TRUST and the CORPORATION hereby agree and covenant as follows:

1. Conveyance of Surface Estate: The CORPORATION agrees to convey to the STATE IN TRUST, and the STATE IN TRUST agrees to receive from the CORPORATION the surface estate, easements, and rights to the land identified in Appendix A, in complete satisfaction of the requirements of the STATE IN TRUST under Section 14(c)(3) of ANCSA. The conveyance of the lands by the CORPORATION shall be subject to all valid existing rights recognized by ANCSA, as well as any easements, rights-of-way or reservations set forth in the patents and interim conveyances of the lands to the CORPORATION and must otherwise conform to the form prescribed by 19 AAC 90.025. The conveyance must also contain a stipulation that any net revenues derived from the sale of surface resources harvested or extracted from these lands shall be paid to the Village Corporation by the STATE IN TRUST or future Municipal Corporation: provided, however, that the word "sale", as used in the preceding sentence, shall not include the utilization of surface resources for governmental purposes by the STATE IN TRUST or future Municipal Corporation, nor shall it include the issuance of free use permits or other authorization for such purposes. The conveyance to the STATE IN TRUST under this agreement by the CORPORATION shall be executed within 120 days after the Bureau of Land Management files the Iliamna 14(c) survey plat in the Iliamna Recording District. The 14(c) survey shall confirm the boundary description and acreage of parcels #4 through #13 as described in Appendix A. Parcels #1 and #2 will be conveyed at the time needed provided that such need occurs within 50 years of the date of this agreement. Parcel #3 will be conveyed at the time needed provided that such need occurs within 20 years of the date of this agreement.
2. Land Status: The CORPORATION represents and warrants there are no liens, encumbrances, charges, or claims (other than those arising under ANCSA and implementing regulations) affecting the surface rights to the land to be conveyed under this Agreement which were created by or are the result of any action taken by the CORPORATION.
3. Access Rights to Land: The CORPORATION grants to the STATE IN TRUST the right to enter upon the land identified in Appendix A, and to engage in any activities on the land which are reasonably necessary to permit the STATE IN TRUST to determine what land is intended to be conveyed under this Agreement in accordance with its rights under this agreement.

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Future ANCSA 14(c)(3) Land to be Identified Later

- Parcel #1 Water and Sewage System 10 acres
- Parcel #2 Subregional School and Clinic 20 acres - 5.47 acre Clinic parcel deeded to MLT in 2002
- Parcel #3 Shooting Range 10 acres - Expired in 2014

94-216

RECORDED - FILED	LLIAMNA REC. DIST.
DATE 9-7 19 94	
TIME 2:30 P M	
Requested by AS/DCRH	
Address	

Date: 2/18/94	Drawn by:	State of Alaska Dept. of Community and Regional Affairs Municipal Lands Trustee Program AS 44.47.150 19 AAC 90	APPENDIX A Iliamna Settlement Agreement	SHEET 5 OF 5
Scale:	Checked by:			
File: 28-0549	ANCSA 14(c)(3)			