

AMENDMENTS

1988—Subsec. (b). Pub. L. 100-241 substituted “while the Settlement Common Stock of all corporations subject to merger or consolidation remains subject to alienability restrictions.” for “prior to December 19, 1991”.

§ 1628. Assignments by Regional Corporations of rights to receive payments from Fund

(a) Recognition by Secretary; scope of recognition

Notwithstanding the provision of section 3727 of title 31, the Secretary is authorized to recognize validly executed assignments made by Regional Corporations of their rights to receive payments from the Alaska Native Fund. Such assignments shall only be recognized to the extent that the Regional Corporation involved is not required to distribute funds pursuant to subsection (j) or (m) of section 1606 of this title.

(b) Nonrecognition by Secretary

The Secretary shall not recognize any assignment under this section which does not provide that the United States reserves the right to assert against the assignee and successors of the assignee, any setoff or counterclaim which the United States has against the assignor Corporation.

(c) Claims against Secretary by stockholders of Regional or Village Corporation for recognition of assignment

No stockholder of any Regional or Village Corporation shall have any claim against the Secretary or the United States as the result of any assignment duly recognized by the Secretary pursuant to this section.

(Pub. L. 92-203, §31, as added Pub. L. 95-178, §4, Nov. 15, 1977, 91 Stat. 1370.)

CODIFICATION

In subsec. (a), “section 3727 of title 31” substituted for “section 3477 of the Revised Statutes, as amended (31 U.S.C. 203)” on authority of Pub. L. 97-258, §4(b), Sept. 13, 1982, 96 Stat. 1067, the first section of which enacted Title 31, Money and Finance.

§ 1629. Cape Krusenstern National Monument land exchange between United States and NANA Regional Corporation, Inc.

(a) Definitions

For purposes of this section the following terms shall have the following meanings:

(1) the term “The Agreement” or “Agreement” means the agreement entitled “Terms and Conditions Governing Legislative Land Consolidation and Exchange between NANA Regional Corporation, Inc., and the United States” executed by the Secretary of the Interior and the President of NANA Regional Corporation, Inc., on January 31 and January 24, 1985, respectively.

(2) the term “transportation system” means the Red Dog Mine Transportation System described in Exhibit B of the Agreement.

(3) the term “NANA” means NANA Regional Corporation, Inc., a corporation formed for the Natives of Northwest Alaska pursuant to the provisions of this chapter.

(b) Conveyances of lands and interests in lands

Except as otherwise provided by this section, the Secretary shall convey to NANA, in accord-

ance with the terms and conditions set forth in the Agreement, lands and interests in lands specified in the Agreement in exchange for lands and interests in lands of NANA, specified in the Agreement, upon fulfillment by NANA of its obligations under the Agreement: *Provided, however*, That this modified exchange is accepted by NANA within 60 days of September 25, 1985.

(c) Exchange limited to designated lands

(1) The Secretary shall convey to NANA, pursuant to the provisions of paragraph A(1) of the Agreement, the right, title and interest of the United States only in and to those lands designated as “Amended A(1) Lands” on the map entitled “Modified Cape Krusenstern Land Exchange”, dated July 18, 1985. The charges to be made pursuant to paragraphs B(1) and D(27) of the Agreement against NANA’s land entitlements under this chapter shall be reduced by an amount equivalent to the difference between that acreage conveyed pursuant to this subsection and the acreage that would have been conveyed to NANA pursuant to paragraph A(1) of the Agreement but for this subsection.

(2) Notwithstanding the provisions of paragraph A(3) of the Agreement, the Secretary shall not convey to NANA any right, title and interest of the United States in the lands described in such paragraph A(3) and the Secretary shall make no charge to NANA’s remaining entitlements under this chapter with respect to such lands. Such lands shall be retained in Federal ownership but shall be subject to the easement described in Exhibit D to the Agreement as if the lands had been conveyed to NANA pursuant to paragraph A(3) of the Agreement.

(d) Easement in and to transportation system lands

(1) There is hereby granted to NANA an easement in and to the lands designated as “Transportation System Lands” on the map entitled “Modified Cape Krusenstern Land Exchange”, dated July 18, 1985, for use in the construction, operation, maintenance, expansion and reclamation of the transportation system. Use of the easement for such purposes shall be subject only to the terms and conditions governing the construction, operation, maintenance, expansion and reclamation of the transportation system, as set forth in Exhibit B to the Agreement.

(2) The easement granted pursuant to this section shall be for a term of 100 years. The easement shall terminate prior to the 100-year term:

(i) if it is relinquished to the United States;

or

(ii) if construction of the transportation system has not commenced within 20 years of September 25, 1985. Computation of the 20-year period shall exclude periods when construction could not commence because of force majeure, act of God or order of a court; or

(iii) upon completion of reclamation pursuant to the reclamation plan required by Exhibit B to the Agreement.

(3) Within 90 days after September 25, 1985, the Secretary shall execute the necessary documents evidencing the grant to NANA of the easement granted by this section.

(4) Except as regards the trail easement described in Exhibit D to the Agreement (to which

the “Transportation System Lands” shall be subject as if such lands had been conveyed to NANA pursuant to paragraph A(1) of the Agreement), access to the lands subject to the easement granted by this section shall be subject to such limitations, restrictions or conditions as may be imposed by NANA, its successors and assigns, but NANA and its successors and assigns shall permit representatives of the Secretary such access as the Secretary determines is necessary for the monitoring required by this section.

(e) Compliance with local laws

The easement granted by this section makes available land for the transportation system, and is intended to be sufficient to permit NANA to comply with the laws of the State of Alaska which may be necessary to secure financing of the construction of the transportation system and the operation, maintenance or expansion thereof by the State of Alaska or by the Alaska Industrial Development Authority.

(f) Reconveyance of easement by NANA

The easement granted to NANA by this section may be reconveyed by NANA, but after any such reconveyance the terms and conditions specified in Exhibit B of the Agreement shall continue to apply in full to the easement.

(g) Construction materials taken from borrow sites within easement

NANA is hereby granted the right to use, develop and sell sand, gravel and related construction materials from borrow sites located within the easement granted pursuant to this section as required for the construction, operation, maintenance, expansion and reclamation of the transportation system, subject to the terms and conditions specified in Exhibit B of the Agreement.

(h) Agreement as governing use of lands

(1) The construction, operation, maintenance, expansion and reclamation of any portion of the transportation system on any of the lands subject to the easement granted to NANA by this section shall be governed solely by the terms and conditions of the Agreement, including the procedural and substantive provisions of Exhibit B to the Agreement, as if the lands covered by the easement granted to NANA by this section had been conveyed to NANA pursuant to paragraph A(1) of the Agreement.

(2) The Secretary of the Interior, acting through the National Park Service, shall monitor the construction, operation, maintenance, expansion and reclamation of the transportation system, as provided in the Agreement. Any complaint by any person or entity that any aspect of the construction, operation, maintenance, expansion or reclamation of the portion of the transportation system on the lands subject to the easement granted to NANA by this section is not in accordance with the terms and conditions specified in the Agreement shall be made to the Secretary in writing. The Secretary shall review any such complaint and shall provide to NANA or its successors or assigns and to the complainant a decision in writing on the complaint within 90 days of receipt thereof. If the

Secretary determines that the activity made the subject of a complaint is not in accordance with the terms specified in the Agreement, and NANA or its successors or assigns disagrees with that determination, the dispute shall be resolved according to the procedures established in Exhibit B to the Agreement.

(i) Use of construction materials from other sites

The Secretary shall make available to NANA and its successors and assigns the right to use sand, gravel and related construction materials located in Sections 23, 24, 25, 26, 35 and 36 of Township 26 North, Range 24 West, Kateel River Meridian, Alaska, if the Secretary determines either (1) that use of such sand, gravel or related construction material is necessary because there is no other sand, gravel or related construction material reasonably available for the construction, operation, maintenance, expansion or reclamation of the transportation system; or (2) that use of such sand, gravel or related construction material is necessary in order to construct, operate, maintain, expand, or reclaim the transportation system in an environmentally sound manner, consistent with the requirements of Exhibit B of the Agreement. The right to use such sand, gravel and related construction material shall be subject to the terms and conditions of paragraph A of Exhibit B of the Agreement and such other reasonable terms and conditions as the Secretary may prescribe.

(j) Congressional consultation as prerequisite to amendment of Agreement

Notwithstanding paragraph D(23) of the Agreement, the Secretary shall not agree to any amendment to the Agreement without first consulting with the Committee on Natural Resources of the House of Representatives and the Committee on Energy and Natural Resources of the Senate and shall transmit copies of the text of any amendment to the Agreement to those Committees at the time of his agreeing to any such amendment.

(Pub. L. 92-203, §34, as added Pub. L. 99-96, §1, Sept. 25, 1985, 99 Stat. 460; amended Pub. L. 103-437, §16(a)(5), Nov. 2, 1994, 108 Stat. 4594.)

AMENDMENTS

1994—Subsec. (j). Pub. L. 103-437 substituted “Natural Resources” for “Interior and Insular Affairs” before “of the House”.

§ 1629a. Relinquishment by NANA Regional Corporation, Inc., of lands compact and contiguous to public lands in Cape Krusenstern National Monument

(a) Terms and conditions

The terms and conditions of this section are solely applicable to the lands described in paragraph A(1) of the Agreement, which is defined by section 1629(a)(1) of this title and modified by section 1629 of this title, and shall not affect the relinquishment by NANA described in section B(1) of such Agreement.

(b) Conveyance of lands to United States

NANA Regional Corporation, Inc. (“NANA”), may convey by quit-claim deed to the United States all of its interest in the surface and sub-