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NOV 20 1984
DEC 07 1984
UNITED STATES DISTRICT COURT
DISTRICT OF ALASKA
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THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

STATE OF ALASKA,

Plaintiff,

and

ARCTIC SLOPE REGIONAL CORPORATION
and SOHIO ALASKA PETROLEUM COMPANY,

Intervenors,

v.

UNITED STATES OF AMERICA, et al.,

Defendants.

No. A78-069 CIV

PARTIAL CONSENT JUDGMENT

The Court having reviewed and approved the attached
Stipulation, Agreement and Consent to Entry of Partial Judgment,
it is

ORDERED, ADJUDGED AND DECREED as follows:

1. The boundary of National Petroleum Reserve-Alaska
(NPR-A) is as described in Executive Order (E.O.) 3797-A of
February 27, 1923.

2. Certain ambiguities in the description, in E.O. 3797-A, of the boundary of NPR-A are to be resolved by construing that description to mean the following:

(a) The point of land identified in E.O. 3797-A as "the most northwestern extremity of the point of land shown on the maps of Alaska as Icy Cape" is fixed at lat. $70^{\circ} 19' 46.31''$ N., Long. $161^{\circ} 52' 31.62''$ W. A line drawn true south from this point to its intersection with "the crest of the range of mountains forming the watershed between the Noatak River and its northern tributaries and the streams flowing into the Arctic Ocean" constitutes the western boundary of NPR-A.

(b) The west bank of the Colville River constitutes the eastern boundary of NPR-A. In this regard, the words "western or right bank of the Colville River," as they appear in E.O. 3797-A, are construed as if the right bank is to be determined looking upstream. In those few places where the Colville River, or any channel or slough thereof, may course in a southerly direction, the boundary remains on the right bank looking upstream (notwithstanding that the "west bank" in those places may be on the left side of the river looking upstream) in order to avoid the unintended result of having the boundary cross the river, channel or slough. The official plat of survey of Township 12 North, Range 4 East, Umiat Meridian, correctly identifies the most western slough of the Colville River at its mouth.

(c) The Colville River boundary of NPR-A, described in E.O. 3797-A as the "highest highwater mark . . . on the bank,"

is construed to be on and along the bank at the highest level attained by the waters of the river when they reach and wash the bank without overflowing it.

3. The Notice of Boundary Description of Naval Petroleum Reserve No. 4, dated May 19, 1972, 37 Fed. Reg. 10088, is void and of no effect insofar as it conflicts with the terms of this Judgment.

4. The Colville River, downstream from the section line between sections 15 and 16, T. 1 S., R. 1 W., Umat Meridian, including those channels described in section 1431(n) of the Alaska National Interest Lands Conservation Act (ANILCA), has been used and is susceptible of being used for purposes of useful trade and travel as a highway of commerce during certain portions of the year as these facts may be relevant to resolving disputes regarding title to submerged lands. The Colville River upstream of that section line is non-navigable, as that term of art is used in the context of resolving disputes regarding title to submerged lands.

5. The beds of navigable waters, including any navigable portions of the Colville River downstream from the line described in the preceding paragraph, affected by Public Land Order (PLO) 82 of January 22, 1943, and not otherwise the subject of some other valid withdrawal, became public lands available for selection by the State of Alaska upon the revocation of PLO 82 in 1960 if the title of the State of Alaska did not otherwise vest in any such submerged lands pursuant to the "equal footing" doctrine, the Submerged Lands Act of 1953, or both.

6. The State of Alaska shall execute a quitclaim deed to the United States of all its right, title and interest to the portion of the bed of the Colville River which lies upstream from the section line between sections 15 and 16, T. 1 S., R. 1 W., Umiat Meridian, west to the point where the boundary of NPR-A crosses the Colville River.

7. Following delivery of the quitclaim deed, title to the bed of the Colville River between the two lines described in the preceding paragraph shall be deemed quieted in the United States.

8. The Secretary of the Interior shall adjudicate and convey to ASRC any lands between the two lines described in paragraph 6, which have been selected by, but not yet conveyed to, ASRC (not including over-selections, if any) and which lie between the boundary of NPR-A and lands previously conveyed to ASRC.

9. ASRC shall promptly withdraw any selections or over-selections in the bed or on the west bank of the Colville River or its navigable channels outside of NPR-A and downstream from the section line between sections 15 and 16, T. 1 S., R. 1 W., Umiat Meridian. ASRC shall not select any lands described in this paragraph, provided that nothing herein shall be construed as a relinquishment by ASRC of any rights to receive title to the subsurface estate underlying lands that have been or may be selected by and conveyed to Kuukpik Corporation.

10. In addition to any other public easements required to be reserved by section 17(b) of the Alaska Native Claims Settlement Act (ANCSA) with respect to the lands to be conveyed to ASRC pursuant to paragraph 8, above, ASRC shall reconvey to the United States, for the benefit of the public, a recreational easement on and over the bed of the Colville River, including islands, a linear stream-side easement on any lands owned by ASRC between the ordinary highwater mark and the highest highwater mark on the left (looking downstream) or west bank of the Colville River, and a linear stream-side easement over a strip of land running parallel to, and extending 50 feet upland from, the ordinary highwater mark on the east or right bank (looking downstream) of the Colville River for recreational purposes, including, without limitation, boating, fishing and camping, but expressly excluding hunting. The easement shall not be construed as restricting ASRC's right to use or develop any resources in or under the lands subject to the easement to be granted pursuant to this paragraph, including, without limitation, oil and gas, valuable mineral, and sand and gravel, provided, however, that ASRC shall ensure adequate access around any obstructions placed on the bed or bank by ASRC or its licensees. The grant of easement shall terminate, and the easement shall revert to ASRC in the event the State of Alaska acquires title to the bed of the Colville River conveyed

to ASRC pursuant to this Partial Judgment by any means other than a voluntary conveyance by ASRC. Except as expressly set out herein, and in the Stipulation, Agreement and Consent to Entry of Partial Consent Judgment, nothing in this Partial Consent Judgment shall be deemed to enlarge or diminish the rights of the public, if any, under Article VIII of the Alaska Constitution.

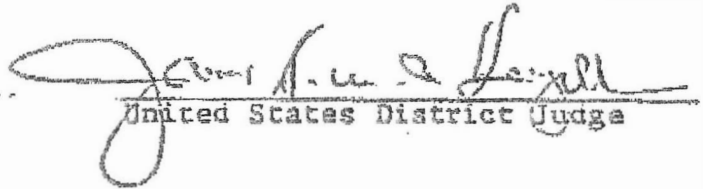
11. The Secretary of the Interior shall adjudicate and convey to the State of Alaska any lands selected in the bed of the Colville River north of the section line between sections 15 and 16, T. 1 S., R. 1 W., Umiat Meridian, but not yet conveyed, between the boundary of NPR-A and lands previously conveyed to the State.

12. This Judgment shall preclude any further claims with respect to the issues expressly stipulated to by the parties in the attached Stipulation, Agreement and Consent to Entry of Partial Judgment but shall not preclude any of the parties from asserting or defending related claims insofar as they may raise issues not resolved in that Stipulation, Agreement and Consent to Entry of Partial Judgment or this Judgment.

13. The Court shall retain jurisdiction over the parties to enforce the terms of this Judgment and to ensure compliance with the obligations assumed by the parties pursuant to the attached Stipulation, Agreement and Consent to Entry of Partial Judgment.

14. The parties shall bear their own costs and expenses, including attorneys' fees.

DATED this 7 day of December, 1984.


United States District Judge

cc: G. Koester (AG-Juneau)
E. Merdes (MERDES, SCHAIBLE)
J. Reeder (SOHIO)
US Attorney
J. Linxwiler (ELY)

partial judgment.