

ORDINANCE NO. 333

CITY OF CRAIG

AUTHORIZING SETTLEMENT OF ALL EXISTING LITIGATION BETWEEN SHAAN-SEET, INC. AND THE CITY OF CRAIG; SUCH SETTLEMENT TO INCLUDE: (1) THE CITY'S ACCEPTANCE OF SPECIFIC LANDS (TOTALING LESS THAN 1,280 ACRES) FROM SHAAN-SEET, INC. AS COMPLETE SATISFACTION OF THE CITY'S RIGHTS UNDER ANCSA 14(c)(3), AND (2) CITY APPROVAL OF A SPECIFIC LOGGING PLAN APPLICABLE TO SHAAN-SEET LANDS WITHIN THE CITY OF CRAIG

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CRAIG, ALASKA:

Section 1. Purpose. The purpose of this ordinance is to provide City Council approval of a specific settlement between Shaan-Seet, Inc. and the City of Craig regarding the litigation between them; specifically, federal court case No. K89-001/A91-609 Civil and state court case No. 1KE-89-133 Civil. Council approval of this ordinance constitutes approval of a full, final and complete settlement of the existing litigation, on the terms provided in the attached Settlement Agreement.

The Settlement Agreement hereby approved provides for Shaan-Seet to convey to the City, and for the City to accept as full and complete satisfaction of the City's rights under ANCSA 14(c)(3), lands specified in the Settlement Agreement amounting to less than 1,280 acres; and provides for Shaan-Seet (subject to the provisions contained in Planning Commission Resolution 266-92-PC) to perform timber harvest on Shaan-Seet lands within the City of Craig.

Judicial approval of the Settlement Agreement by both state and federal courts will allow the City to obtain its ANCSA 14(c)(3) lands, and will allow Shaan-Seet to proceed with logging pursuant to the permit issued under Resolution 266-92-PC.

Section 2. Classification. This is a non-code ordinance and shall not become a part of the code of the City of Craig, Alaska.

Section 3. Non-severability. All terms and provisions of this ordinance, and of the Settlement Agreement hereby adopted, are mutually dependent upon the other terms and conditions, inasmuch as the litigating parties have bargained for a full and complete settlement. Therefore, if any provision of this ordinance is held invalid, the remainder of the ordinance shall also be invalidated.

Section 4. Effective date. This ordinance shall become effective upon adoption. The Settlement Agreement approved hereby will become effective upon its approval by both the federal and state courts in the two pending lawsuits.

Section 5. Adoption.

(a) The Craig City Council hereby authorizes and approves a full, final and complete settlement of federal court case K89-001/A91-609 Civil and state court case No. 1KE-89-133 Civil, between Shaan-Seet, Inc. and the City of Craig, in accordance with and only in accordance with the terms contained in the Settlement Agreement and its Attachments numbered 1 through 8, all of which are attached hereto as **Exhibit A**.

(b) The City Council hereby authorizes the mayor to execute the Settlement Agreement attached hereto as **Exhibit A** and to direct it to be submitted for judicial approval in both of the pending lawsuits. The City's attorneys are authorized to make such ministerial additions or corrections as may be necessary to accomplish the purposes and intent of the settlement.

(c) In recognition of the long-standing critical need for additional housing units within the community, in recognition of the fact that, as a result of the Settlement Agreement attached hereto, Shaan-Seet, Inc. will convey the HUD Housing Site to the City of Craig, in recognition of the fact that the Tlingit and Haida Regional Housing Authority will construct not less than twenty-five low-income, FHA and Tlingit and Haida Regional Housing Authority housing units on the HUD Housing Site, in recognition of the fact that the HUD Housing Project cannot and will not proceed further until the City conveys title to the HUD Housing Site to the Tlingit and Haida Regional Housing Authority, and in recognition of the fact that such conveyance of the HUD Housing Site to the Tlingit and Haida Regional Housing Authority is fully consistent with the intent of, and required by, the Settlement Agreement attached hereto, the City Council hereby authorizes the mayor to execute a quitclaim deed conveying the HUD Housing Site to the Tlingit and Haida Regional Housing Authority, P. O. Box 32237, Juneau, Alaska 99803, immediately upon the City's receipt of the quitclaim deed conveying said property from Shaan-Seet, Inc. to the City of Craig and without further process or requirement.

(d) The Council further authorizes and directs the mayor and the City's legal counsel to execute any and all documents which may be necessary to implement the Settlement Agreement.

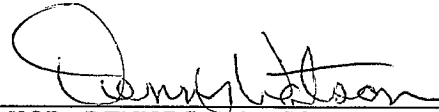
ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRAIG, ALASKA

THIS 21ST day of APRIL, 1992.

DATE OF FIRST READING: APRIL 9, 1992.

DATE OF PUBLIC HEARING: APRIL 9 & APRIL 21, 1992.

DATE OF ADOPTION: APRIL 21, 1992.



MAYOR DENNIS WATSON

ATTEST:

  
LYNETTE LILLEY - CITY CLERK PRO TEM



Exhibit A: Settlement Agreement

Attachments to the Settlement Agreement:

- Attachment 1: Timber harvesting plan
- Attachment 2: Description of properties to be reconveyed
- Attachment 3: Unsigned map of boundaries
- Attachment 4: HUD site quitclaim deed
- Attachment 5: Standard quitclaim deed
- Attachment 6: School site quitclaim deed
- Attachment 7: Federal court stipulation of dismissal
- Attachment 8: State court stipulation of dismissal

AMENDMENTS TO ORDINANCE NO. 333

1. New Section 5(c) -- Ordinance No. 333
2. Renumber old Section 5(c) to read 5(d)
3. Delete "Regional" from "Attachment 6: Regional School Site Quitclaim Deed" -- page 4, Ordinance No. 333
4. Revised Section 13 to Exhibit A, Settlement Agreement, Ordinance No. 333
5. Revised Section 18 to Exhibit A, Settlement Agreement, Ordinance No. 333
6. Revised Attachment 2, "Description of Properties to be Reconveyed" (Descriptions revised for Parcels 1b, 2, 9, 14, and 19)
7. Revised Attachment 6, "School Site Quitclaim Deed"

CITY OF CRAIG

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The Settlement Agreement hereby approved provides for Shaan-Seet to convey to the City, and for the City to accept as full and complete satisfaction of the City's rights under ANCSA 14(c)(3), lands specified in the Settlement Agreement amounting to less than 1,280 acres; and provides for Shaan-Seet (subject to the provisions contained in Planning Commission Resolution 266-92-PC) to perform timber harvest on Shaan-Seet lands within the City of Craig.

Judicial approval of the Settlement Agreement by both state and federal courts will allow the City to obtain its ANCSA 14(c)(3) lands, and will allow Shaan-Seet to proceed with logging pursuant to the permit issued under Resolution 266-92-PC.

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Section 4.       Effective date. This ordinance shall become effective upon adoption. The Settlement Agreement approved hereby will become effective upon its approval by both the federal and state courts in the two pending lawsuits.

Section 5.       Adoption.

(a) The Craig City Council hereby authorizes and approves a full, final and complete settlement of federal court case A89-609 Civil and state court case No. 1KE-89-133 Civil,

between Shaan-Seet, Inc. and the City of Craig, in accordance with and only in accordance with the terms contained in the Settlement Agreement and its Attachments numbered 1 through 8, all of which are attached hereto as **Exhibit A**.

(b) The City Council hereby authorizes the mayor to execute the Settlement Agreement attached hereto as **Exhibit A** and to direct it to be submitted for judicial approval in both of the pending lawsuits. The City's attorneys are authorized to make such ministerial additions or corrections as may be necessary to accomplish the purposes and intent of the settlement.

(c) The Council further authorizes and directs the mayor and the City's legal counsel to execute any and all documents which may be necessary to implement the Settlement Agreement.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CRAIG, ALASKA

THIS \_\_\_\_\_ day of \_\_\_\_\_, 1992.

DATE OF FIRST READING: \_\_\_\_\_, 1992.

DATE OF PUBLIC HEARING: \_\_\_\_\_, 1992.

DATE OF ADOPTION: \_\_\_\_\_, 1992.

\_\_\_\_\_  
MAYOR DENNIS WATSON

ATTEST:

HELEN GRAY - CITY CLERK

Exhibit A: Settlement Agreement

Attachments to the Settlement Agreement:

Attachment 1:	Timber harvesting plan
Attachment 2:	Description of properties to be reconveyed
Attachment 3:	Unsigned map of boundaries
Attachment 4:	HUD site quitclaim deed
Attachment 5:	Standard quitclaim deed
Attachment 6:	Regional school site quitclaim deed
Attachment 7:	Federal court stipulation of dismissal
Attachment 8:	State court stipulation of dismissal



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(907) 586-3340

Attorneys for Defendant/Counterclaim Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

SHAAN-SEET, INC., an Alaskan  
corporation,  
  
Plaintiff/Counterclaim Defendant,  
  
vs.  
  
CITY OF CRAIG, ALASKA, an  
Alaskan municipal corporation,  
  
Defendant/Counterclaim Plaintiff.

No. A91-609 Civil

SETTLEMENT AGREEMENT

IN CONSIDERATION OF the mutual promises made herein, this Settlement Agreement is made by and between Shaan-Seet, Inc. ("Shaan-Seet"), and the City of Craig, Alaska ("Craig" or "the City"), as follows:

- 1. Shaan-Seet is a Native village corporation organized pursuant to the terms

of the Alaska Native Claims Settlement Act, as amended, 43 U.S.C. 1601 *et seq.* ("ANCSA") in part to select and receive conveyance of various lands in the vicinity of Craig, Alaska, in compensation for the settlement of all claims based on aboriginal land claims of the Native community of Craig.

2. Pursuant to section 12 of ANCSA, Shaan-Seet has selected certain lands within and in the vicinity of the city limits of the City of Craig, an Alaska municipal corporation. ANCSA section 14(c)(3) authorizes certain lands which have been conveyed to Shaan-Seet to be reconveyed by Shaan-Seet to Craig, without fully specifying the nature and extent of any duty to reconvey such lands.

3. On October 10, 1988, Shaan-Seet applied for two conditional use permits in connection with two proposals to harvest timber on Shaan-Seet lands situated within the Craig city limits, pursuant to Craig's 1986 Zoning Ordinance No. 249 and other applicable law. Craig finally denied Shaan-Seet's permits in 1989 and Shaan-Seet filed a timely appeal in the Alaska Superior Court. *Shaan-Seet v. City of Craig*, No. 1KE-89-133 Civil. Simultaneously Shaan-Seet challenged Craig's 1986 actions in adopting and applying its zoning ordinances in the Alaska Superior Court. *Id.* At the same time Shaan-Seet challenged Craig's actions on federal statutory and constitutional grounds in the U.S. District Court for the District of Alaska. *Shaan-Seet v. City of Craig*, No. A91-609 Civ. (superseding K89-001 Civ.). Collectively, and among other things, Shaan-Seet's lawsuits generally seek to overturn Craig's denial of Shaan-Seet's conditional use permits, to collect damages from the City resulting from those denials and from the City's imposition of the zoning ordinance in 1986, and to have the City's ordinance

declared invalid.

4. Shaan-Seet's claims against Craig in federal court, referred to in Paragraph 3, have been stayed pending the outcome of Shaan-Seet's claims pending in state court. The Alaska Superior Court has scheduled a trial on Shaan-Seet's claims for October 1992. The appellate briefing on Shaan-Seet's appeal, also pending before the Alaska Superior Court, is scheduled to be completed in April 1992.

5. In each of the two lawsuits referred to in Paragraph 3 Craig has filed counterclaims against Shaan-Seet. Craig's counterclaims seek a court order directing Shaan-Seet to convey immediately certain lands to Craig pursuant to section 14(c)(3) of ANCSA, and seek consequential money damages for the alleged delay in conveying those lands to Craig.

6. In December 1991 Shaan-Seet filed a "map of boundaries" with the Bureau of Land Management (BLM), U.S. Department of the Interior, depicting the lands which Shaan-Seet proposed to convey to Craig pursuant to sections 14(c)(3) and 43 U.S.C. 1632(b) of ANCSA. Craig has rejected the "map of boundaries" and authorized its legal counsel to amend Craig's federal court counterclaims against Shaan-Seet to challenge the 1991 "map of boundaries."

7. Craig's claims against Shaan-Seet in state court have been stayed pending the outcome of Craig's federal court claims. By Orders entered December 9, 1991 and December 31, 1991, U.S. District Judge H. Russel Holland dismissed several motions then pending in the federal litigation relating to Craig's counterclaims against Shaan-Seet, directed the parties to focus their disputes on Shaan-Seet's 1991 map of

boundaries, directed the parties to renew settlement negotiations (with the aid of a mediator, if acceptable), and stated that in the event such negotiations failed Judge Holland would appoint a special master to assist the Court in managing the litigation. As amended by subsequent orders, Judge Holland also ordered the City to review and amend its counterclaim against Shaan-Seet on or before April 20, 1992.

8. The parties desire to enter into a Settlement Agreement to avoid continuing costly, uncertain, and time-consuming litigation in the state and federal courts, to resolve all outstanding differences, and to achieve a fair and equitable resolution consistent with their respective needs. In doing so, the parties acknowledge that continued litigation in both court systems could well consume three to five years of trial and appellate activity before a final determination of all contested issues. In entering into this Settlement Agreement Shaan-Seet and Craig desire to embark upon a new era of cooperation and mutual support, recognizing that achieving such cooperation is in the best future interest of all the citizens of Craig and of all shareholders of Shaan-Seet.

9. Each and every aspect of this Settlement Agreement is contingent upon the United States District Court for the District of Alaska and the Alaska Superior Court approving this settlement in counterparts and upon Craig's approval of the timber harvesting plan referred to in Paragraph 10.

10. The parties agree that Craig shall finally approve the timber harvesting plan attached hereto as Attachment 1; that Craig shall issue or cause to be issued all permits or approvals required by law from Craig to permit such logging activities; that Craig shall take whatever actions, if any, necessary to amend its ordinances or laws to

permit such permits or approvals to issue; and that thereafter Craig shall not undertake any action to condition, impede or prevent the full and lawful implementation of said logging plan.

11. This Settlement Agreement shall be null and void and of no effect whatsoever, and, consistent therewith, shall not be submitted to any court for final approval, unless and until all Craig approvals and permits referred to in Paragraph 10 have been issued.

12. Shaan-Seet shall not undertake any logging operations until (1) the events specified in Paragraph 10 have occurred; and (2) this Settlement Agreement has received court approvals as provided in Paragraph 9.

13. Craig agrees to repeal all Temporary Reconveyance Reserve Zones, including (without intending any limitation) repeal of the zoning classifications contained in the Craig Land Development Code at 18.05.015 (temporary reconveyance reserve zone - general), 18.05.016 (temporary reconveyance reserve zone - heavy industrial) and 18.05.017 (temporary reconveyance reserve zone - marine industrial), such repeal process to begin promptly following the approval of this Settlement Agreement by the Courts. Shaan-Seet understands that the lands from which this zoning is removed will later be rezoned by the City, using the usual procedures for rezoning, to such other zoning as may be appropriate, using other zoning classifications in the City's zoning code.

14. As specified more fully herein, upon final court approvals of this Agreement as provided in Paragraph 9, Shaan-Seet shall promptly commence the process to convey to Craig the surface estate in the properties described in Attachment 2,

provided that nothing herein shall be construed to require the reconveyance to Craig of any lands or interests therein which have not previously been conveyed to Shaan-Seet pursuant to ANCSA, nor to require the reconveyance to Craig of lands covered by the last clause of Paragraph 18. The conveyance process shall proceed as follows: Within five days after said court approvals Shaan-Seet shall file with the Bureau of Land Management, U.S. Department of the Interior, a "map of boundaries" substantially in the form reflected in Attachment 3, depicting all lands listed in Attachment 2, and carrying Craig's endorsement as shown thereon. Simultaneously Shaan-Seet shall by quitclaim deed convey to the City that portion of said lands encompassing the tract known to the parties as the "HUD site" or Parcel No. 3, as specified more fully in Paragraph 16, in the form set forth in Attachment 4. Shaan-Seet hereby represents to the City that it knows of no outstanding claims by Sealaska, Inc. against Shaan-Seet relating to use or extraction of subsurface resources on the lands described in Attachment 2.

15. Shaan-Seet agrees to lease the tract on Cemetery Island known to the parties as the "ball park" to Craig, under a long-term lease of sufficient duration to satisfy financing entities (federal, state or private sector) from which Craig will seek funding to pay for recreational improvements at the site.

16. The parties acknowledge that among the lands included in Attachment 2 is the HUD site parcel which has been designated by Craig and the Tlingit and Haida Regional Housing Authority for construction of a low-income Indian housing project authorized by the U.S. Department of Housing and Urban Development (hereafter

"HUD project"). Craig hereby agrees and commits to take all action necessary or appropriate, and within its municipal powers, to facilitate the construction and completion of the HUD project in 1992, and if 1992 construction is not possible then in 1993, including without intending any limitation to (1) use its best efforts to seek funding from the Alaska Legislature to cover any funding shortfall experienced by the Tlingit & Haida Regional Housing Authority in connection with construction of the project (provided that this commitment shall not be construed to require any particular expenditure of Craig funds); (2) deed the HUD site lands by quitclaim deed to the Tlingit & Haida Regional Housing Authority; and (3) unconditionally approve of the HUD project without any reservations, including reservations based on the absence of any HUD project housing units for non-Indian low-income or other non-Indian individuals, subject to such building codes and like requirements as may routinely and lawfully apply to such projects.

17. Shaan-Seet hereby represents to Craig that it has no knowledge of any section 14(c)(1) or section 14(c)(2) claims pertaining to any of the lands identified in Attachment 2. Shaan-Seet hereby assigns to Craig all of its obligations, rights and interests in claims which may be made under Sections 14(c)(1) or 14(c)(2) of ANCSA pertaining to the HUD site, including the obligation to determine the validity of such claims and the obligation to convey lands to successful claimants. Craig agrees to undertake all obligations otherwise imposed by law upon Shaan-Seet by application of Sections 14(c)(1) and 14(c)(2) of ANCSA to such lands. Craig hereby agrees to defend, indemnify and hold Shaan-Seet harmless (1) in any action challenging the validity of this

assignment; (2) in any action asserting claims under Sections 14(c)(1) or 14(c)(2) of ANCSA to said lands (including any adverse judgment which may be rendered against Shaan-Seet in such action); (3) for any liability which may arise out of the application of Sections 14(c)(1) or 14(c)(2) of ANCSA to said lands; and (4) for any other costs or expenses (including attorneys' fees) reasonably incurred by Shaan-Seet arising out of Section 14(c)(1) claims or Section 14(c)(2) claims to said lands.

18. Upon (1) the expiration of the statute of limitations specified in 43 U.S.C. 1632(b) with respect to the map of boundaries referred to in Paragraph 14, or (2) the issuance of a final, non-appealable judgment in any action filed contesting said map of boundaries, whichever is later, Shaan-Seet shall deliver to Craig one or more quitclaim deeds substantially in the form specified in Attachment 5 covering all lands described in Attachment 2, exclusive of any portion thereof as to which a final judicial determination has been made that a valid claim under section 14(c)(1) or 14(c)(2) exists; *provided that* as to the school site identified as Parcel 2 in Attachment 2 the parties agree that said lands shall revert to Shaan-Seet in the event construction of a school facility is not commenced on said lands prior to December 31, 2002, and the quit claim deed covering said parcel shall so provide, as reflected in Attachment 6.

19. During the pendency of the time periods specified in Paragraph 18, Craig shall have the right to request and receive from Shaan-Seet quitclaim deeds to any or all of the lands identified in Attachment 2, *provided that* in such an event the provisions of Paragraph 17 applicable to the HUD site shall apply equally to the lands covered by such quitclaim deeds and such quitclaim deeds shall so provide, and *provided further that*



in the event the school site lands referred to in Paragraph 18 are so conveyed the quit claim deed shall contain the right of reverter specified in Paragraph 18.

20. During the pendency of the time periods specified in Paragraph 18, Craig shall have the right to request and receive from Shaan-Seet one or more use agreements covering any or all of the lands described in Attachment 2, and in the event that Craig requests such agreements, the parties agree to negotiate in good faith over the terms of such agreement or agreements.

21. Shaan-Seet agrees to execute such corrective deeds and other like instruments as are necessary to carry out fully the terms of this Settlement Agreement. All conveyances made pursuant to this Agreement shall be subject to such final surveys as shall be made by the Bureau of Land Management.

22. Craig hereby forever waives and releases Shaan-Seet, its successors in interest and assigns, from all claims it may have under Section 14(c)(3) of ANCSA, it being Craig's intent to accept the provisions of this Agreement as being in full settlement and satisfaction of any and all claims it may have under Section 14(c)(3). Craig is hereby forever barred from asserting any claims of any nature whatsoever against Shaan-Seet under Section 14(c)(3) of ANCSA, including but not limited to any claims for damages in connection with any delay in conveying lands pursuant to ANCSA Section 14(c)(3) or in connection with any delay over resolution of any matters relating to section 14(c)(3) of ANCSA, including claims arising under state or federal statutory or common law.

23. Shaan-Seet hereby forever waives any and all claims it may have for

damages arising out of Craig's denial of the permits referred to in Paragraph 3, and waives any and all claims challenging the validity of Craig's Temporary Reconveyance Reserve Zones. In doing so the parties acknowledge that Shaan-Seet is not waiving any claim it may have, if any, to the validity of any other laws, ordinances or regulations of the City of Craig.

24. This Agreement shall finally dispose of this litigation, each party to bear its own costs and attorneys' fees. Upon approvals of this Agreement as specified in Paragraph 9, the parties agree to execute stipulations for dismissal in the form set forth in Attachments 7 and 8.

25. This Agreement shall be enforceable in the United States District Court for the District of Alaska. In the event any party fails to comply with any provision of this Agreement, the aggrieved party may move the Court for appropriate relief.

26. The parties hereby reconfirm that, as previously agreed, in the event this Settlement Agreement is not approved as provided herein or is invalidated for any reason, neither party shall be permitted to refer to or disclose in any future litigation statements contained herein or oral or written statements or documents made or generated by either party (or by representatives of either party) relating to this settlement or its negotiation, including all negotiations by and between the parties

conducted in February, March and April, 1992.

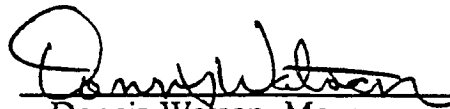
SHAAN-SEET, INC.

Dated: 5-1-92

By:   
Glenn Charles, President


CITY OF CRAIG


Dated: 5-1-92

By:   
Dennis Watson, Mayor

BOJOSKI, CHAMBERS, SACHSE, MILLER & MUNSON  
900 WEST FIFTH AVENUE  
SUITE 100  
ANCHORAGE, ALASKA 99501  
(907) 258-6377

APPROVED AS TO FORM:

Dated: May 4, 1992 By:   
Lloyd Benton Miller  
Kay E. Maassen Gouwens  
SONOSKY, CHAMBERS, SACHSE,  
MILLER & MUNSON  
Counsel for Plaintiff/Counterclaim Defendant  
Shaan-Seet, Inc.

Dated: April 27, 1992 By:   
Robert P. Blasco  
D. Elizabeth Cuadra  
ROBERTSON, MONAGLE &  
EASTAUGH, P.C.  
Counsel for Defendant/Counterclaim Plaintiff  
City of Craig

SO ORDERED this \_\_\_\_\_ day of April, 1992.

\_\_\_\_\_  
U.S. DISTRICT COURT JUDGE

e:\sha026ms.ibm

Settlement Agreement  
April 23, 1992

Page 12

SONOSKY, CHAMBERS, SACHSE, MILLER & MUNSON  
900 WEST FIFTH AVENUE  
SUITE 700  
ANCHORAGE, ALASKA 99501  
(907) 258-6377

330' PROPERTY LINE  
X

100 ft buffer  
either side  
of CRAB CREEK  
X

TRAFFIC PATTERNS

CRAIG-KLAUOCK HIWAY &  
ST NICHOLAS ROAD

LOADED TRUCKS MOVING NORTH  
UNLOADED TRUCKS MOVING SOUTH

CRAB  
BAY

SHAAN-SEFT TRAILER PARK

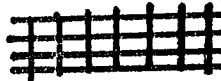

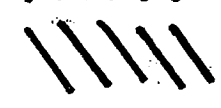
EASEMENTS

CITY OF CRAIG - ST NICHOLAS RD  
WATERLINE

AP&T - POWERLINE

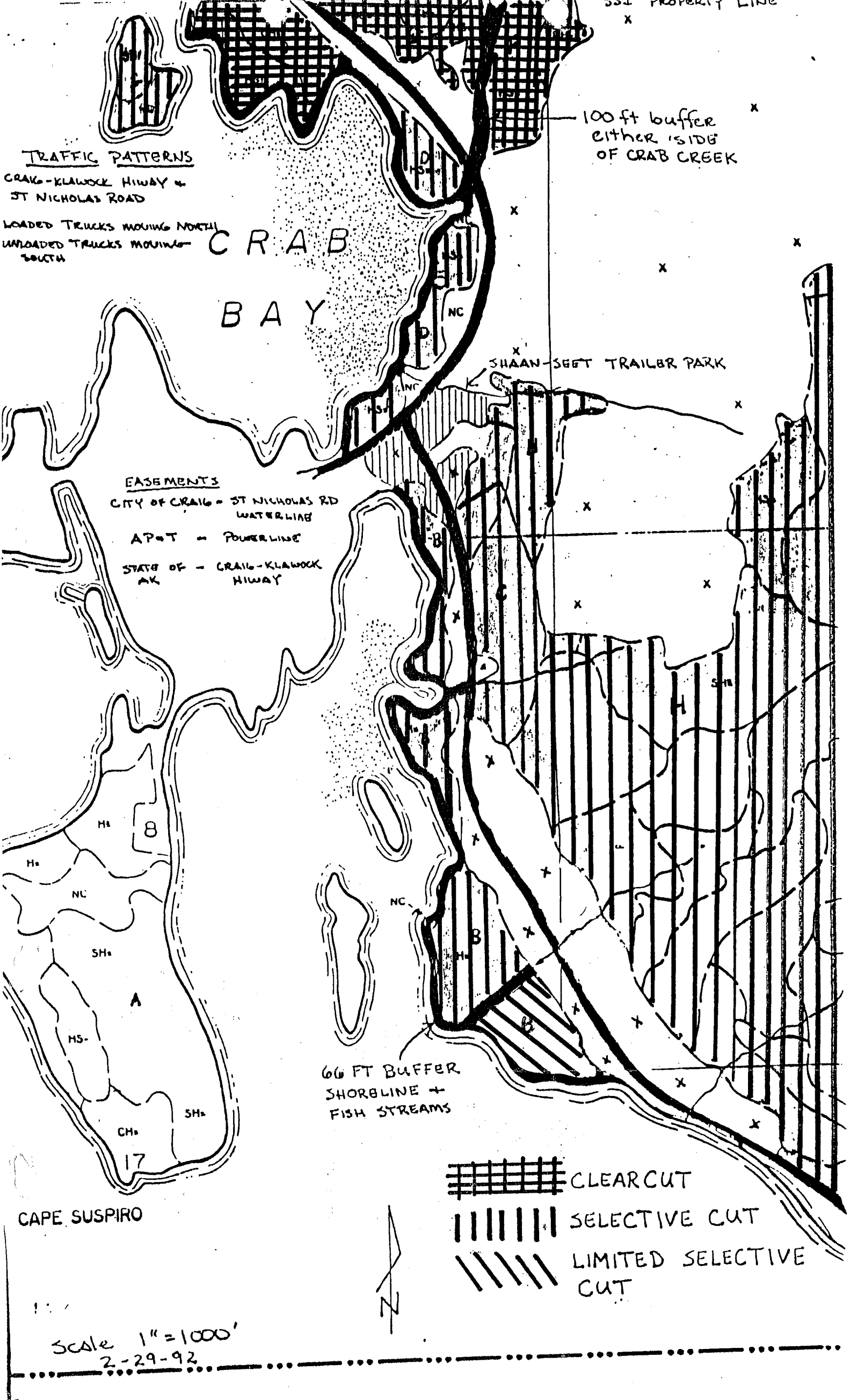
STATE OF AK - CRAIG-KLAUOCK  
HIWAY

66 FT BUFFER  
SHORBLINE +  
FISH STREAMS

-  CLEARCUT
-  SELECTIVE CUT
-  LIMITED SELECTIVE CUT

CAPE SUSPIRO

Scale 1" = 1000'  
2-29-92





April 20, 1992

**SHAAN SEET, INC.**  
**14(c)(3) Reconveyance Parcel Description**

<b>Parcel</b>	<b>Description</b>	<b>Approx. Acreage</b>
1a.	<b>False Island Industrial Site</b> Consists of two parcels, a) the north half of False Island, b) a strip running 250 feet south of and parallel to the north line of Section 5, T74S, R81E, from the west right-of-way line of the Craig-Klawock Highway west to the shoreline of Crab Bay.	15.39 Ac.
1b.	<b>City Shops/Impoundment Yard</b> Beginning at a point on the east right-of-way line of the Craig-Klawock Highway 350 feet due south of the north line of Section 5 T74S, R81E thence East approximately 622 feet, thence North 350 feet, thence West along the North line of Section 5, T74S, R81E approximately 622 feet, thence South 350 feet to the point of beginning.	5.00 Ac.
2.	<b>School Site</b> Beginning at a point on the east right-of-way line of the Craig-Klawock Highway 350 feet due south of the north line of Section 5 T74S, R81E thence southeasterly along the east right-of-way to the west boundary of Parcel Number 3, HUD Housing Site, thence northeasterly and then north along west line of Parcel Number 3 to the north line of Section 5, T74S, R81E, thence west along said Section line to the East boundary line of Parcel Number 1b, City Shops/Impoundment Yard, thence South 350 feet, thence West approximately 622 feet to the point of beginning.	11.72 Ac.
3.	<b>HUD Housing Site</b> See Metes and Bounds description prepared by Kowchee, Inc., October 21, 1991, attached.	10.458 Ac.

Parcel	Description	Approx. Acreage
4.	<p><b>Health Care Site</b>            Beginning at a point on the east right-of-way line of the Craig-Klawock Highway which is approximately 50 feet south of the centerline of Crab Creek, thence East approximately 650 feet, thence South 400 feet, thence West to the East right-of-way line of the Craig-Klawock Highway, thence North along said East right-of-way line to the point of beginning. Adjust the East line to make a parcel of 5.5 acres.</p>	5.5 Ac.
5.	<p><b>Educational Site</b>            Beginning at a point on the west right-of-way line of the Craig-Klawock Highway which is approximately 50 feet south of the centerline of Crab Creek, thence south along the west right-of-way line of the Highway approximately 1,200 feet, thence west at a 90° angle from the right-of-way line to the shoreline of Crab Bay, thence northerly along the shoreline to a point 50 feet south of the centerline of Crab Creek, thence easterly to the point of beginning. Adjust the south property line to make a parcel of exactly 10.0 acres.</p>	10.00 Ac.
6.	<p><b>Residential Land Bank</b>            Beginning at a point on the west right-of-way line of Port St. Nicholas Road at the north line of Section 8, T74S, R81E, thence south along said west right-of-way line a distance of approximately 300 feet, thence due west to the shoreline of Port Bagial, thence north along the shoreline to the north line of Sec. 8, T74S, R81E, thence east along said section line to the point of beginning. Adjust the south property line to make a parcel of exactly 2.0 acres.</p>	2.0 Ac.
7.	<p><b>Impoundment Dam and Watershed</b>            A parcel lying East of Port St. Nicholas Road which extends both North and South of the center of the impoundment dam 300 feet in each direction, and east to the top of the vertical rock face for a parcel of approximately 10 acres. Exact acreage to be determined at time of survey.</p>	10.00 Ac.
8.	<p><b>Future Use Site</b>            Beginning at the south property line of Parcel Number 7, create a parcel which is 200 feet wide and approximately 653 feet deep. Adjust the east property line to make a parcel of exactly 3.0 acres.</p>	3.0 Ac.



Parcel	Description	Approx. Acreage
9.	<p><b>"Sandy Beach" Park Site</b>            Beginning at a point on the West right-of-way line of Port St. Nicholas Road which is 50 feet south of the centerline of Dog Salmon Creek Road which is 50 feet south of the centerline of Dog Salmon Creek, thence paralleling the creek for approximately 1100 feet to the shoreline of Port Bagial, thence in a southeasterly direction along the shoreline for approximately 1350 feet, thence Northeasterly approximately 300 feet to the Port St. Nicholas right-of-way, thence Northwesterly along Port St. Nicholas Road approximately 1,200 feet to the point of beginning. Adjust southeast line to make parcel 21.0 acres.</p>	21.00 Ac.
10.	<p><b>Cemetery Island</b>            A parcel beginning at the south end of Cemetery Island Road which is 400 foot deep from the shore of Port Bagial, and runs south parallel to said shoreline for a distance of 2,300 feet, thence in a southwesterly direction approximately 1000 feet to a point which is 60 feet from the west shore of Cemetery Island, thence in a southerly direction parallel to and 60 feet from the shoreline to a point which is 600 feet south of the south line of Sec. 8, T74S, R81E, thence east to the east shoreline of the Island.</p>	47.68 Ac.
11.	<p><b>Road Rights-of-Way</b>            Rights-of-way for the following roads:            a. Cold Storage Rd. 66-foot ROW, 902.22 feet long = 1.37 ac            b. Port Bagial Rd. 66-foot ROW, approximately 1,715 feet long = 2.60 ac            c. Water Tower Rd. 66-foot ROW, approximately 900 feet long = 1.44 ac            d. Cemetery Island Rd. 60-foot ROW approximately 1,200 feet long = 1.65 ac.</p> <p>Parcels a, b, and c are existing rights-of-way shown on the Plat of East Craig and therefore do not need to be surveyed. Parcel d begins at the southwest tip of East Craig at Hamilton Drive, Lot 2E as shown on the Plat of East Craig, then across the causeway to Cemetery Island to the north boundary of the existing cemetery.</p>	7.06 Ac.

Parcel	Description	Approx. Acreage
12.	<p><b>Boat Harbor/Marine Use Site</b> Beginning at a point approximately 250 feet north of the north line of Parcel Number 10 on the west right-of-way line of Cemetery Island Road (Parcel 11) thence west approximately 150 feet to the true point of beginning, thence southwesterly approximately 650 feet, thence northwesterly approximately 200 feet to the shoreline, thence northeasterly along the shoreline approximately 650 feet, thence southwesterly to the true point of beginning to create a site of approximately 3.25 acres.</p>	3.25 Ac.
13.	<p><b>Sewage Treatment Plan Site</b> Beginning at a point on the west shoreline of Cemetery Island which is 60 feet south of the south line of Parcel Number 10 extended, thence east approximately 700 feet, thence south to the shoreline, thence westerly and northerly back to the point of beginning to create a site of approximately 4.0 acres.</p>	4.0 Ac.
14.	<p><b>Sunnahae Mountain Trail and Parking Area</b> A 100-foot right-of-way beginning on the east side of the Craig-Klawock Highway approximately 600 feet north of Port S. Nicholas Rd. then up the west face of Sunnahae Mt. to the west boundary line of Parcel 11. Plus a one acre parcel centered on the centerline of the above described trail, and which lies 100 feet either side of said centerline and approximately 218 feet from the east side of the Craig-Klawock Highway.</p> <p>The center line of the trail will be staked and flagged prior to survey. The acreage shown is the approximate acreage as shown on the map. Adjust final acreage as required.</p>	20.0 Ac.
15.	<p><b>Port St. Nicholas Road</b> A 60-foot right-of-way extending from its beginning at the Craig-Klawock Highway south along Port Bagial then east along Port St. Nicholas to a point in the southeast corner of Sec. 10, T74S R82E where the road turns east into the SW1/4, SW1/4 Sec. 11, T74S, R82E ending at the creek on the north line of the SW1/4, SW1/4, Sec. 11, T74S, R82E, approximately 9.43 miles in length and follows the line of the existing road.</p>	68.6 Ac.

Parcel	Description	Approx. Acreage
16.	<p><b>Future Fire Station/Storage Site</b>            Beginning at a point on the north right-of-way line of Port St. Nicholas Road which is 50 feet east of the centerline of the Dog Salmon Creek located in Section 13, T74S, R81E, thence east along said north right-of-way line for a distance of 750 feet, thence northerly on a line a 90° angle from the north right-of-way line a distance of 450 feet, thence westerly on a line approximately parallel to the right-of-way of Port St. Nicholas Road to a point 50 feet east of the centerline of the Dog Salmon Creek, thence southerly along the creek to the point of beginning creating a site of approximately 6.2 acres.</p>	6.2 Ac.
17.	<p><b>Port St. Nicholas Recreation Site</b>            Beginning at a point on the south right-of-way line of Port St. Nicholas Road on the east section line of Section 17, T74S, R82E, thence south to the shoreline of Port St. Nicholas, thence easterly along the shoreline and then the centerline of the unnamed creek to its intersection with the west right-of-way line of South Port St. Nicholas Road, thence northerly to the intersection with the south right-of-way of Port St. Nicholas Road, thence westerly along said right-of-way to the point of beginning creating a site of approximately 49.08 acres.</p>	49.08 Ac.
18.	<p><b>Dam Site - Lake Wobegon</b>            Beginning at the Northwest corner of the SW1/4, SW1/4, Sec 11, T74S, R82E, thence south to a point which is 100 feet south of the shoreline of the lake, thence in a Northwesterly direction parallel to and 100 feet south of the south shore to a point which is 100 feet south of the north line of the SW1/4, SW1/4, Sec. 11, T74S, R82E, thence west to its intersection with the extension of Port St. Nicholas Road, thence north 100 feet to the north line of the SW1/4, SW1/4, Sec. 11, T74S, R82E, thence east along said north line to the point of beginning.</p>	3.68 Ac.
19.	<p><b>Sunahae Mountain</b>            A parcel consisting of the N 1/2 of the N 1/2 of Section 11, T74S, R81E, the NE 1/4, NE 1/4, plus the S 1/2, NE 1/4, and the SE 1/4, NW 1/4 of Section 10, T74S, R81E, comprising a total of approximately 320 acres.</p>	320 Ac.
<b>TOTAL ACREAGE</b>		<b>623.62 Ac.</b>

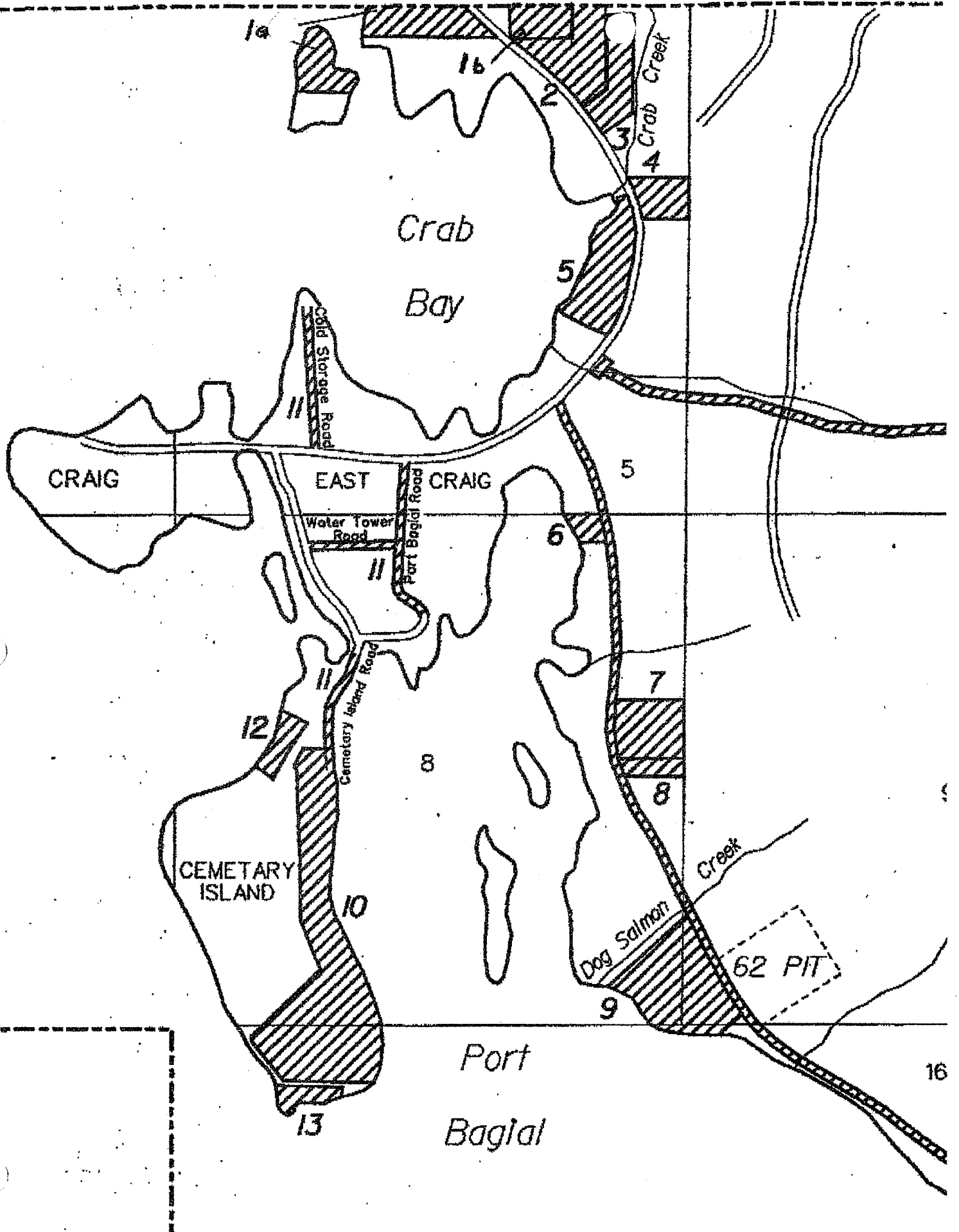
October 21, 1991

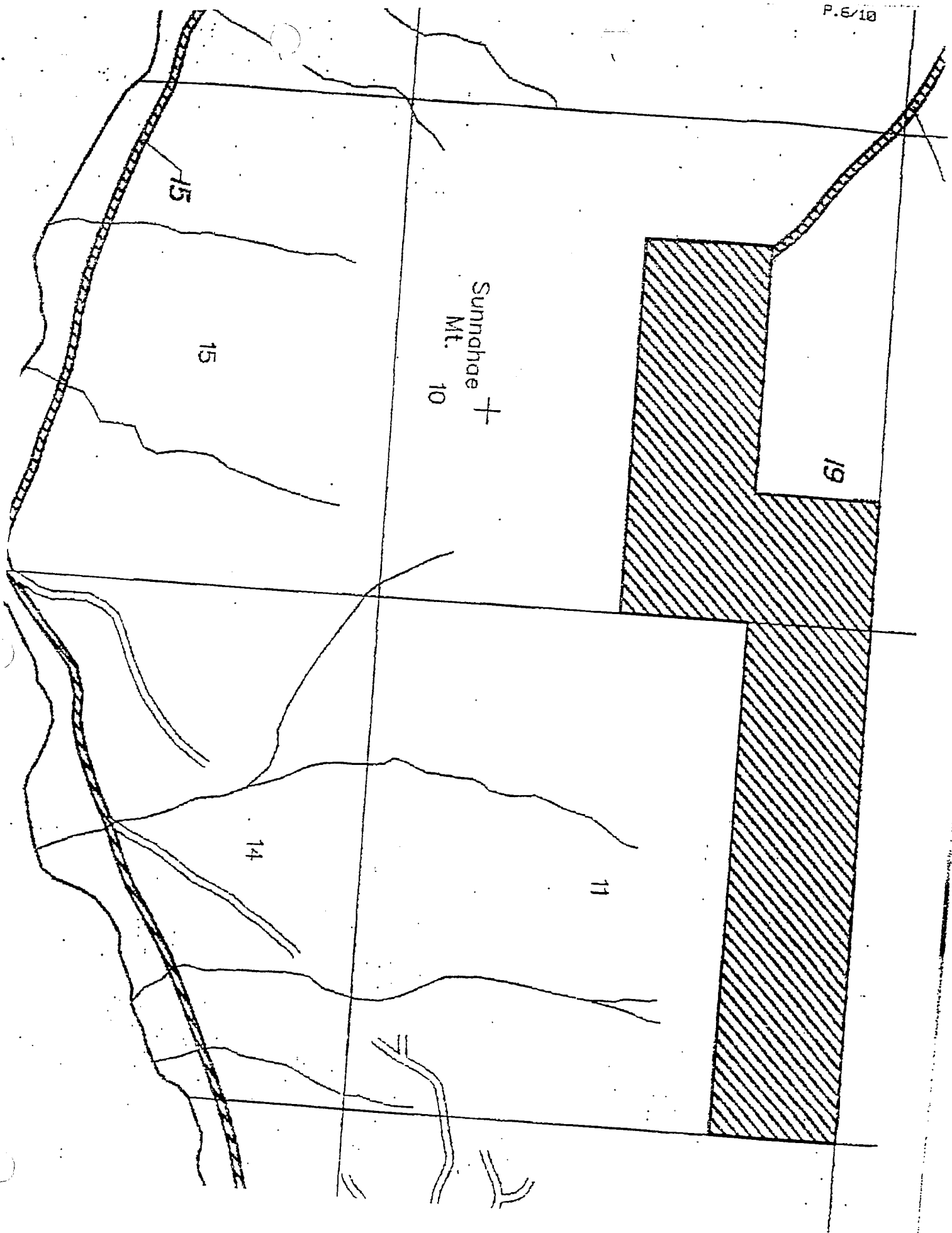
w/o 9109.02

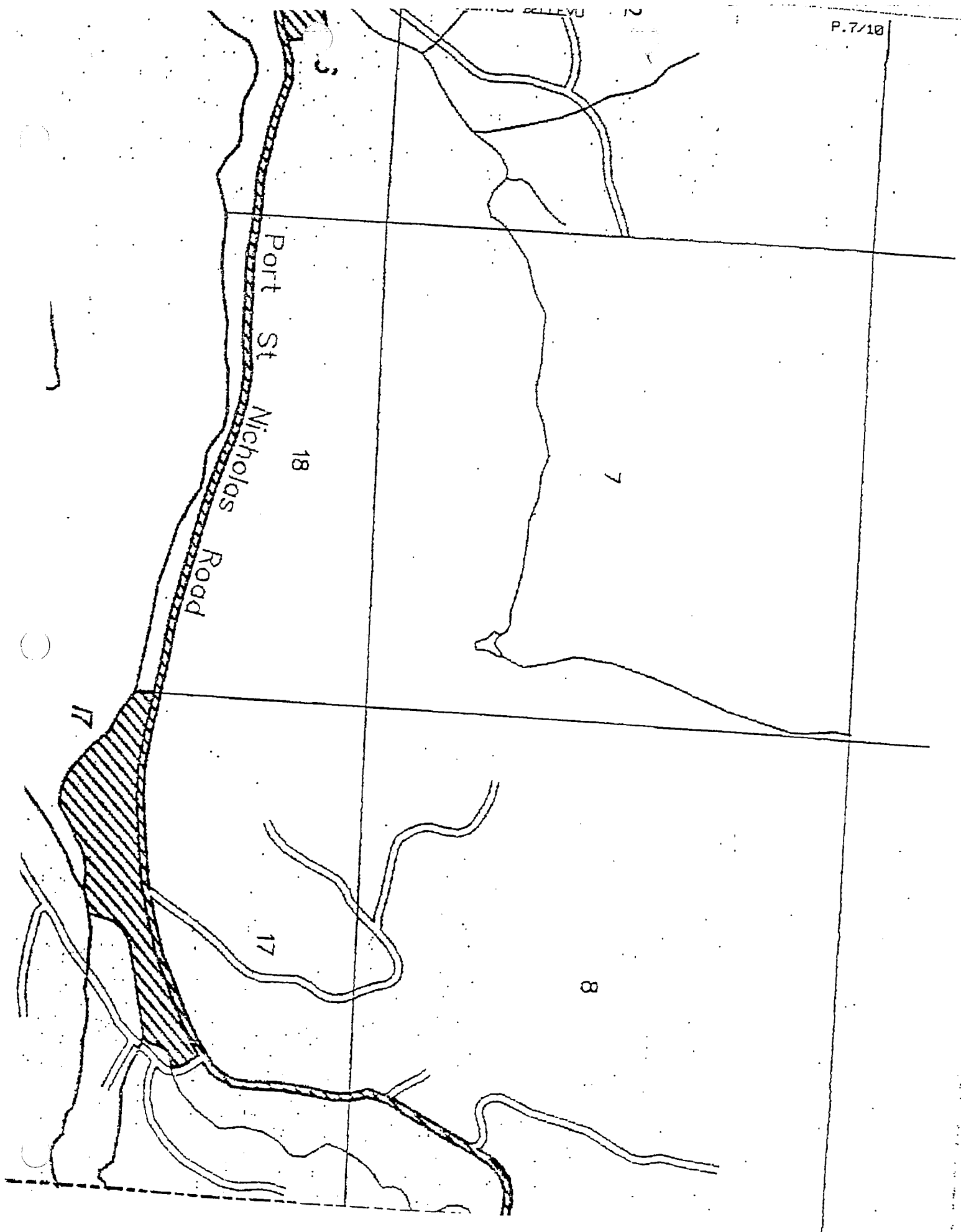
METES AND BONDS  
CRAIG

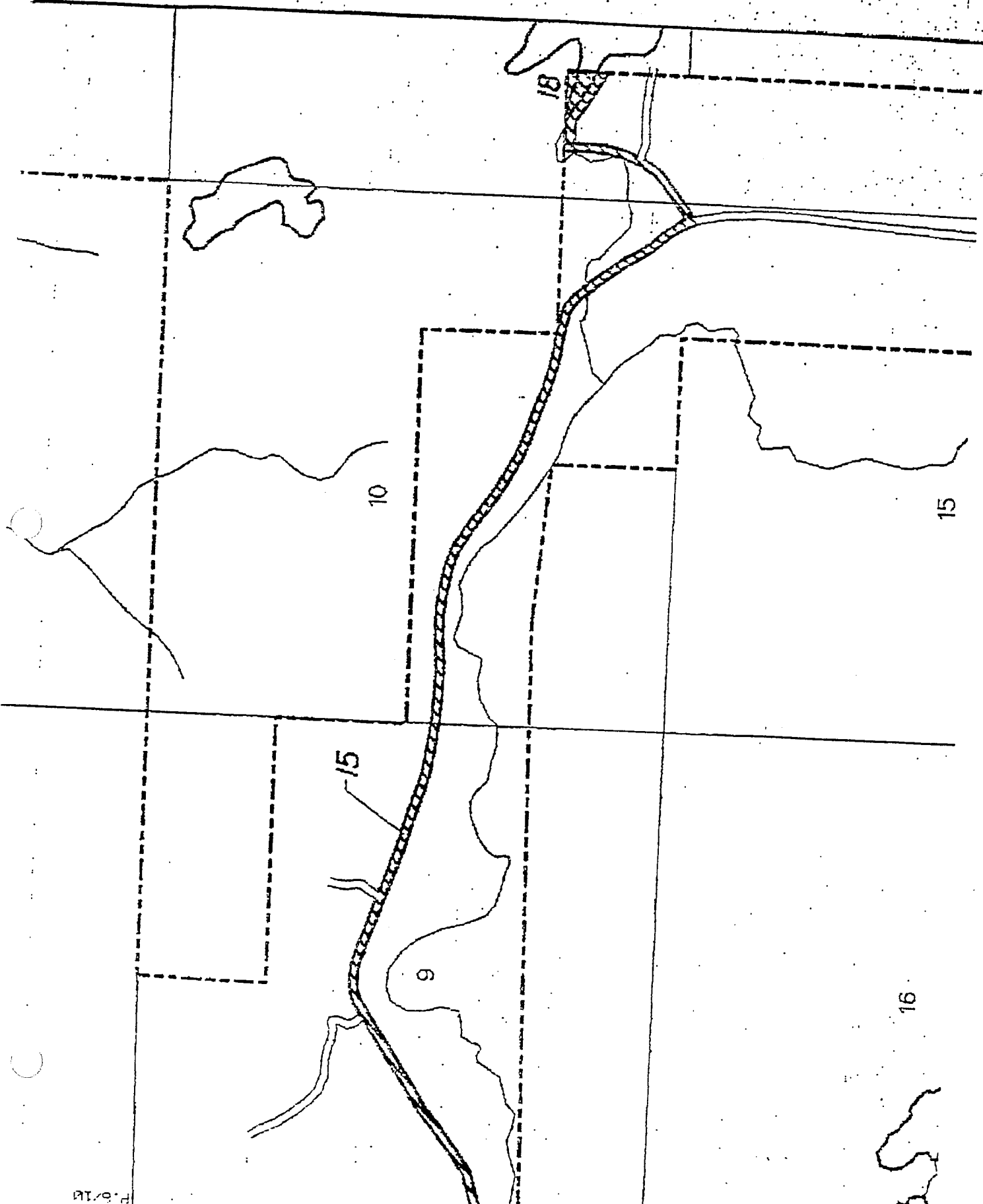
That certain parcel of land situated within the corporate boundary of the City of Craig, Alaska and generally located within Unsurveyed Sec. 5 of surveyed T.74 S., R.81 E., Copper River Meridian, being more particularly described as follows:

Commencing at the centerline curve tangent intersection point of the CRAIG-KLAWOCK HIGHWAY, being centerline station 73+05.43 according to the asbuilt plans of the Dept. of Transportation and Public Facilities for highway project number S-0924(6) sheet 11 of 35 sheets, last dated 1978; thence, along a BASIS OF BEARING, N.33 05'00" W., for an inversed distance of 531.21 feet, to the centerline curve tangent point of intersection, being centerline station 78+36.64 according to said asbuilt highway plans; thence continuing along the asbuilt centerline of the highway, through a deflection angle to the left of 13 00'30", on the bearing of N.46 05'30" W. for a tangent length of 186.64 feet to the point of tangency of a curve, being asbuilt centerline station 80+21.67; thence, continuing along the highway centerline, N.46 05'30"W., 40 feet plus or minus (to be determined by field survey); thence, perpendicularly departing the centerline, N.43 54'30" E., 66.00 feet to the easterly right of way of the highway, being the TRUE POINT OF BEGINNING; thence N.43 54'30" E., 410.17 feet to an angle point; thence N. 5 36'30" E., 895.77 feet, to a point; thence, perpendicularly to the right, N.84 23'30" W., 350.00 feet to a point; thence perpendicularly to the right, S.5 36'30" w., 700.00 feet, to angle point; thence S.43 54'30" W., 347.48 feet, to a point of intersection with the easterly right of way of the highway; thence, along the easterly right of way S.46 05'30" E., 396.01 feet to the TRUE POINT OF BEGINNING, containing 10.458 acres more or less, all subject to field survey.









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Certification - To the best of our knowledge, all conflicts concerning property lines shown on this Map of Boundaries have been resolved.

This Map of Boundaries represents the final discharge of all the Corporation's obligations under ANCSA 14 (c).

Shaan Seet, Inc.

by Glenn O. Charles, President

Date \_\_\_\_\_



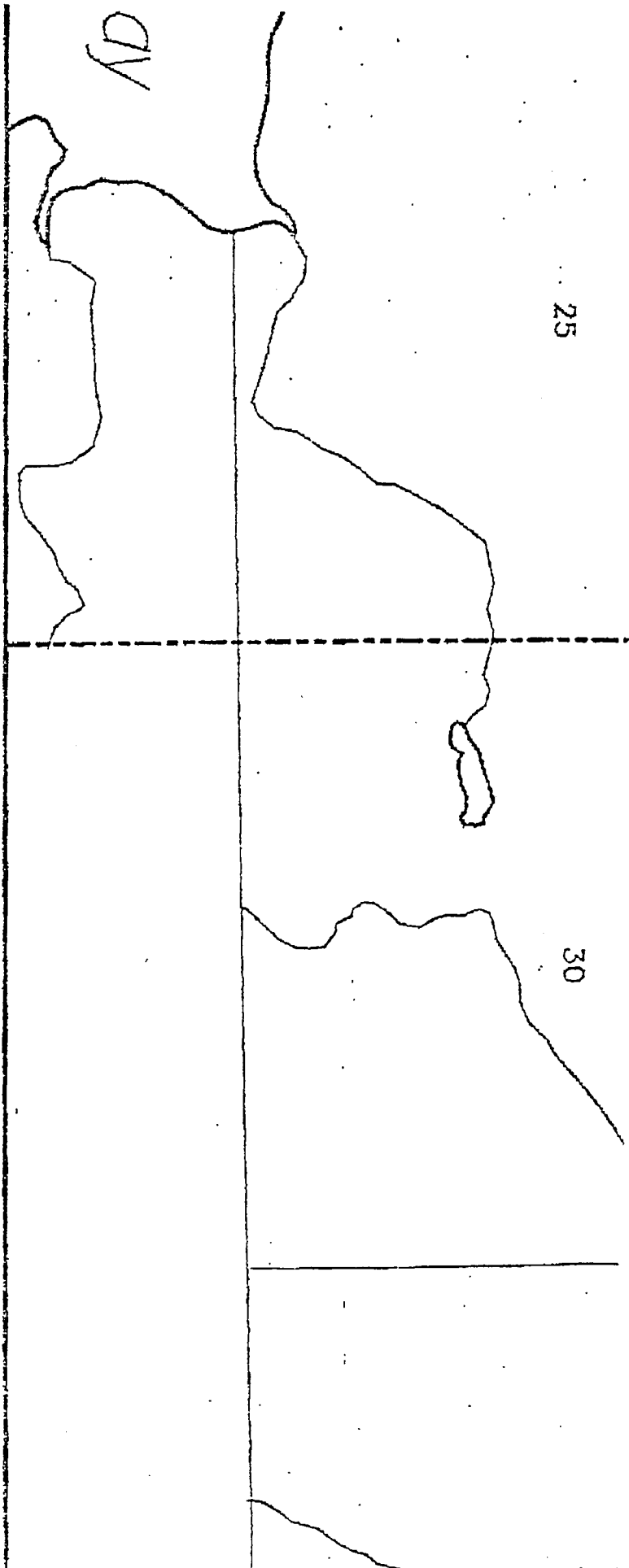
Doyle Bay

Certification - The City of Craig has reviewed this Map of Boundaries and to the best of our knowledge it represents the agreement between Shaan Seet, Inc. and the City of Craig concerning reconveyance under ANCSA 14 (c) (3). See City of Craig Resolution No. \_\_\_\_\_

City of Craig

by Dennis Watson, Mayor

Date \_\_\_\_\_



City of Craig has reviewed this Map to the best of our knowledge and agreement between Shaun Seel, Inc. and concerning reconveyance under ANCSA of Craig Resolution No. \_\_\_\_\_

The Map of Boundaries shown herein has been received and reviewed by the Division of Coastal Survey, BLM, Alaska State Office, and is accepted for filing according to Section 902 (b) of ANILCA

Mayor \_\_\_\_\_ Date \_\_\_\_\_

by \_\_\_\_\_ Chief, Special Instructions Section Date \_\_\_\_\_

This Map of Boundaries is hereby approved to be used as the Plan of Survey for the ANCSA 14 (c) parcels shown hereon.

by \_\_\_\_\_ Chief, Branch of Survey Preparation and Contracts Date \_\_\_\_\_

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**ATTACHMENT 4**

(HUD site quitclaim deed)

**QUITCLAIM DEED**

SHAAN-SEET, INC., Grantor, whose address is P.O. Box 90, Craig, Alaska, 99921-0090, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, releases and quitclaims its right, title and interest without warranty to the City of Craig, Grantee, whose address is P.O. Box \_\_\_\_, Craig, Alaska, 99921, the surface estate in that real property situated in the Ketchikan Recording District, First Judicial District, State of Alaska, and more particularly described as follows:

**[INSERT PARCEL NO. 3 DESCRIPTION]**

subject to all adverse third party claims which may be asserted pursuant to Sections 14(c)(1) or (2) of the Alaska Native Claims Settlement Act, [43 U.S.C. 1613(c)(1) or (2)], and to all of the provisions set forth in Paragraph 17 of that certain Settlement Agreement approved April \_\_\_\_, 1992 by the Alaska Superior Court in Case No. 1KE-89-133 Civil, and in Paragraph 17 of that certain Settlement Agreement approved April \_\_\_\_, 1992 by the United States District Court for the District of Alaska in Case No. A91-609 Civil, true and correct copies of which are attached hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

SHAAN-SEET, INC.

By: \_\_\_\_\_  
Glenn Charles, President

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by Glenn Charles, President of the SHAAN-SEET, INC., an Alaska Native corporation, on behalf of the corporation.

Record in the Ketchikan  
Recording District

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska

My Commission Expires: \_\_\_\_\_

RETURN TO:  
Shaan-Seet, Inc.  
P.O. Box 90  
Craig, AK 99921-0090

**ATTACHMENT 5**

**QUITCLAIM DEED**

SHAAN-SEET, INC., Grantor, whose address is P.O. Box 90, Craig, Alaska, 99921-0090, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, releases and quitclaims its right, title and interest without warranty to the City of Craig, Grantee, whose address is P.O. Box \_\_\_\_, Craig, Alaska, 99921, the surface estate in that real property situated in the Ketchikan Recording District, First Judicial District, State of Alaska, and more particularly described as follows:

[INSERT PARCEL	DESCRIPTION]
----------------	--------------

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

SHAAN-SEET, INC.

By: \_\_\_\_\_  
Glenn Charles, President

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by Glenn Charles, President of the SHAAN-SEET, INC., an Alaska Native corporation, on behalf of the corporation.

Record in the Ketchikan  
Recording District

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska

My Commission Expires: \_\_\_\_\_

RETURN TO:  
Shaan-Seet, Inc.  
P.O. Box 90  
Craig, AK 99921-0090

**ATTACHMENT 6**

**QUITCLAIM DEED**

(School Site Parcel)

SHAAN-SEET, INC., Grantor, whose address is P.O. Box 90, Craig, Alaska, 99921-0090, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby conveys, releases and quitclaims its right, title and interest without warranty to the City of Craig, Grantee, whose address is P.O. Box 23, Craig, Alaska, 99921, the surface estate in that real property situated in the Ketchikan Recording District, First Judicial District, State of Alaska, and more particularly described as follows:

**[INSERT PARCEL NO. 2 DESCRIPTION]**

subject to the following reversionary interest which are specifically retained by Grantor:

1. in the event construction of a Craig City School District or regional school facility is not commenced on said lands on or before December 31, 2002 said lands shall on January 1, 2003 immediately revert to Grantor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

SHAAN-SEET, INC.

By: \_\_\_\_\_  
Glenn Charles, President

STATE OF ALASKA            }  
                                  }ss.  
FIRST JUDICIAL DISTRICT }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by Glenn Charles, President of the SHAAN-SEET, INC., an Alaska Native corporation, on behalf of the corporation.

Record in the Ketchikan  
Recording District

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska

My Commission Expires: \_\_\_\_\_

RETURN TO:  
Shaan-Seet, Inc.  
P. O. Box 90  
Craig, AK 99921-0090



**ATTACHMENT 7**

Lloyd Benton Miller  
Kay E. Maassen Gouwens  
SONOSKY, CHAMBERS, SACHSE, MILLER & MUNSON  
900 West Fifth Avenue, Suite 700  
Anchorage, Alaska 99501  
(907) 258-6377

Attorneys for Plaintiff/Counterclaim Defendant

Robert P. Blasco  
D. Elizabeth Cuadra  
ROBERTSON, MONAGLE & EASTAUGH, P.C.  
P.O. Box 21211  
Juneau, AK 99802-1211  
(907) 586-3340

Attorneys for Defendant/Counterclaim Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

SHAAN-SEET, INC., an Alaskan )  
corporation, )  
 )  
Plaintiff/Counterclaim Defendant, )  
 )  
vs. )  
 )  
CITY OF CRAIG, ALASKA, an Alaskan )  
municipal corporation, )  
 )  
Defendant/Counterclaim Plaintiff. )  
\_\_\_\_\_ )

No. A91-609 Civil

**STIPULATION AND ORDER**

The Court having on April \_\_\_\_, 1992 approved the Settlement Agreement executed by the parties herein, it is hereby stipulated by and between the parties that:

1. The City of Craig's counterclaims are hereby dismissed in their entirety with prejudice, each party to bear is own costs and attorneys' fees.

2. Shaan-Seet's claims, previously stayed by order of this Court, are hereby dismissed with prejudice insofar as they seek damages arising out of the City of Craig's denial of the conditional use permits referred to in the complaint, and insofar as they challenge the validity of the city of Craig's Temporary Reconveyance Reserve Zones and in all other respects are dismissed without prejudice, each party to bear is own costs and attorneys' fees.

*Respectfully submitted,*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lloyd Benton Miller  
Kay E. Maassen Gouwens  
SONOSKY, CHAMBERS, SACHSE,  
MILLER & MUNSON  
Counsel for Plaintiff/Counterclaim Defendant  
Shaan-Seet, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert P. Blasco  
D. Elizabeth Cuadra  
ROBERTSON, MONAGLE & EASTAUGH  
Counsel for Defendant/Counterclaim Plaintiff  
City of Craig

**ORDER**

IT IS SO ORDERED.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
U.S. DISTRICT COURT JUDGE

**ATTACHMENT 8**

Lloyd Benton Miller  
Kay E. Maassen Gouwens  
SONOSKY, CHAMBERS, SACHSE, MILLER & MUNSON  
900 West Fifth Avenue, Suite 700  
Anchorage, Alaska 99501  
(907) 258-6377

Attorneys for Plaintiff/Appellant

Robert P. Blasco  
D. Elizabeth Cuadra  
ROBERTSON, MONAGLE & EASTAUGH, P.C.  
P.O. Box 21211  
Juneau, AK 99802-1211  
(907) 586-3340

Attorneys for Defendant/Appellee

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FIRST JUDICIAL DISTRICT AT KETCHIKAN

SHAAN-SEET, INC., an Alaskan	)	
corporation	)	
	)	
Plaintiff/Appellant,	)	
	)	
vs.	)	Case No. 1KE-89-133 CI
	)	
CITY OF CRAIG, ALASKA, an Alaskan	)	
municipal corporation,	)	
	)	
Defendant/Appellee.	)	
_____		

**STIPULATION AND ORDER**

The Court having on April \_\_\_\_, 1992 approved the Settlement Agreement executed by the parties herein, it is hereby stipulated by any between the parties that:

1. The City of Craig's counterclaims are hereby dismissed in their entirety with

prejudice, each party to bear its own costs and attorneys' fees.

2. Shaan-Seet's appeal is hereby dismissed with prejudice, and Shaan-Seet's claims, previously stayed by order of this Court, are hereby dismissed with prejudice insofar as they seek damages arising out of the City of Craig's denial of the conditional use permits referred to in the complaint, and insofar as they challenge the validity of the City of Craig's Temporary Reconveyance Reserve Zones, and in all other respects Shaan-Seet's claims are dismissed without prejudice, each party to bear its own costs and attorneys' fees.

*Respectfully submitted,*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lloyd Benton Miller  
Kay E. Maassen Gouwens  
SONOSKY, CHAMBERS, SACHSE,  
MILLER & MUNSON  
Counsel for Plaintiff/Appellant  
Shaan-Seet, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert P. Blasco  
D. Elizabeth Cuadra  
ROBERTSON, MONAGLE & EASTAUGH  
Counsel for Defendant/Appellee  
City of Craig

**ORDER**

IT IS SO ORDERED.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
SUPERIOR COURT JUDGE

## PROPOSED AMENDMENTS TO ORDINANCE NO. 333

Amend Ordinance No. 333 as follows:

1. Insert New Subsection 5(c): Insert a new subsection 5(c), which new subsection shall read as follows:

"(c) In recognition of the long-standing critical need for additional housing units within the community, in recognition of the fact that, as a result of the Settlement Agreement attached hereto, Shaan-Seet, Inc. will convey the HUD Housing Site to the City of Craig, in recognition of the fact that the Tlingit and Haida Regional Housing Authority will construct not less than twenty five low-income, FHA and Tlingit and Haida Regional Housing Authority housing units on the HUD Housing Site, in recognition of the fact that the HUD Housing Project cannot and will not proceed further until the City conveys title to the HUD Housing Site to the Tlingit and Haida Regional Housing Authority, and in recognition of the fact that such conveyance of the HUD Housing Site to the Tlingit and Haida Regional Housing Authority is fully consistent with the intent of and required by the Settlement Agreement attached hereto, the City Council hereby authorizes the mayor to execute a quitclaim deed conveying the HUD Housing Site to the Tlingit and Haida Regional Housing Authority, P.O. Box 32237, Juneau, Alaska 99803, immediately upon the City's receipt of the quitclaim deed conveying said property from Shaan-Seet, Inc. to the City of Craig and without further process or requirement."

2. Renumber Old Subsection 5(c): Renumber old subsection 5(c) to read 5(d).