STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

Renewal Decision

American Alpine Club

Land Lease Renewal

ADL 229944

AS 38.05.070 (e) and AS 38.05.810 (b-d)

Project Overview:
On January 8, 2016, the Division of Mining, Land and Water (DMLW), Southcentral Regional Office (SCRO) received an application from the American Alpine Club (AAC), hereafter referred to as the "lessee", to renew land lease ADL 229944 for a period of 10 years.

History:
ADL 229944 was issued to the lessee on July 1, 2007, for a period of 10 years. The lease contains a public use hut, Snowbird Hut, which is used by hikers and skiers and maintained by the AAC. An updated development plan was submitted with the application and is attached to this decision (Attachment A).

Existing Infrastructure:
The lease is approximately 0.25 acres and has a mountaineering hut on the leasehold. The Snowbird Hut is an 18' by 20' permanent structure with a foundation of steel base plates encased in rock-filled wire gabions resting on bedrock. There is one 4' by 6' outhouse with a dehydrating toilet.

Lease Renewal Authority:
The original lease was issued pursuant to AS 38.05.810(b-d). AS 38.05.810(d) and AS 38.05.070(e) allows the Director of DMLW to renew a lease upon the expiration of a primary or renewal term.

Lease Renewal Qualifications:
In order to qualify for a renewal, a lessee must be in good standing. Good standing refers to the fact that the lessee's accounts are current and there are no outstanding compliance issues. A review of the case file has shown that the lessee is in good standing and that the lessee maintains a healthy business relationship with the lessor.

Renewing the lease under AS 38.05.070(e) and AS 38.05.810 (b-d) will allow the lessee and the lessor to reenter into a lease contract with minimal delays or disruptions. This lease renewal is consistent with the State's best interest as the lease provides for the utilization, development, and conservation of the natural resources belonging to the State for the maximum benefit of its people.

Lease Renewal Discussion:
The lease renewal is in the best interest of the State as the land under lease will continue to provide for a public use hut to be utilized by the public on state land. The site also serves as an emergency shelter. Such

activities are compatible with DNR's mission to "develop, conserve, and maximize the use of Alaska's natural resources consistent with the public interest."

Administrative Record:
ADL 229944 constitutes the administrative record for this case. The site was originally issued as a lease to Summit Ski Tours under ADL 220613. ADL 220613 was closed and re-issued to the AAC as a Land Use Permit under LAS 22436 before being issued as the present ADL 229944.

Legal Description:
ADL 229944 Snowbird Hut – located in Township 21 North, Range 1 East, SW ¼ SE ¼ SW ¼, Section 36, Seward Meridian.

Title and Third Party Interest:
The State of Alaska holds fee title to the subject land under Patent 50-2005-0133 dated August 30, 1982, and under Patent 50-2005-0133 dated March 29, 2005. A title report (RPT - 9781) from DMLW's Realty Services Section dated May 9, 2017, advised that aside from the standard right-of-way for ditches or canals, there are no other known reservations.

Planning and Classification:
The lease is subject to the Hatcher Pass Management Plan (HPMP). The Snowbird Hut is located in the High Glacier Peaks Unit with a land classification of Public Recreation Land. The hut is consistent with the stewardship intent of the HPMP.

Access:
Access to the leasehold is by foot via hiking or skiing to the hut as a generally allowed use. A helicopter could also be used to access the leasehold.

Public Access:
The ability of others to use or access state land must not be restricted in any way. No new access trails are authorized on state land without the express written permission of DMLW.

Authorization and Term Length:
Pursuant to AS 38.05.070(e), leases may only be renewed once and for a duration no longer than the original lease term. As such, this lease renewal will be issued for an additional 10-year term.

Annual Fee:
The annual fee for the orginal lease was set at $107.00. This fee was 10% of the DNR fee schedule for mountaineering huts, which is $1,070. The SCRO is setting the new annual fee for the lease at **$535.00**, which is 50% of the DNR fee schedule. This fee is payable **on or before the 1st day of July** of each year covered under the term of the authorization. In accordance with AS 38.05.105, this lease may be subject to periodic rent adjustments every five years according to an adjusted fair market value.

The SCRO is aware that an increase in annual fees for a lessee that is under a public and charitable lease can be unexpeted. 50% of the fee schedule is the minimum amount of rent required for public and charitable leases moving forward and is commensurate with other authorizations being processed at this time. Because the AAC has been a good lessee SCRO will not be raising bond requirements.

If the AAC does not agree with the fee schedule amount of $1,070, a fair market value determination can be conducted by the AAC. Fair market value is determined by completing a survey and appraisal of the lease. If the survey and appraisal is conducted to determine fair market value of the leaseholds, the $535 annual fee for the lease will no longer be an option.

Appraisal:
This application is for a short-term public and charitable lease for a 0.25-acre public use hut that serves the public interest, is a direct benefit to the community, and as a mountaineering cabin it qualifies under the DNR fee schedule under. No appraisal will be required.

Survey:
In accordance with AS 38.04.045, this short-term land lease does not require a survey. However, the State of Alaska reserves the right to require one in the future, should the need arise. SCRO will continue to use the provided GPS coordinates to delineate the leasehold. As the 10 year lease for this site requires no survey, SCRO reserves the right to amend the terms of the lease to reflect any conflects that may be discovered by a future survey.

Periodic Rate Adjustment:
In accordance with AS 38.05.105, the proposed lease will be subject to reappraisal at five-year intervals after the issuance of the proposed authorization.

Bonding:
In accordance with the terms of the original lease, the existing performance bond of **$1,500.00** is sufficient to satisfy AS 38.05.035, AS 38.05.860, and 11 AAC 96.060(a) for the public and charitable lease. The current bond is remaining the same due to the fact that there are no known compliance issues, the lessee has maintained the lease in good repair, and the lessee has established a good working relationship with the lessor. The bond will remain in place for the life of the proposed lease. Bond amounts are based upon the level of development, amounts of hazardous material/substances on site, and the perceived liability to the State. This bond will be used to ensure the AAC's compliance with the terms and conditions of the lease. The bond amount will be subject to periodic adjustments and may be adjusted upon approval of any amendments, assignments, reappraisals, changes in the Development Plan, changes in the activities conducted, or changes in the performance of operations conducted on the authorized premises, and as a result of any violations to one or more of the authorizations associated with this project.

SCRO is reserving the right to require a reclamation bond during the term of the lease or near the end of the lease term.

Insurance:
In accordance with the terms of the original lease and 11 AAC 96.065, the AAC will be required to submit proof of liability insurance to SCRO, with the State of Alaska listed as a "NAMED" insured party. The AAC will be responsible for maintaining such insurance throughout the term of the renewed lease.

Signature page follows:

Recommendation:
DMLW has completed a review of the information provided by the applicant, examined the relevant land management documents, and has found the proposed lease is consistent with all applicable statutes and regulations. SCRO considered three criteria to determine if this project provided the greatest benefit to the State and the development and enjoyment of its natural resources. The criteria includes direct economic benefit to the State, indirect economic benefit to the State, and encouragement of the development of the State's resources. This lease renewal is consistent with the State's best interest as the lease provides for the utilization, development, and conservation of the natural resources belonging to the State for the maximum benefit of its people.

I recommend the renewal of a 10-year lease for ADL 229944 to support the American Alpine Club's public use hut, as shown in the following attachments:

- Attachment A – Development Plan

5/22/17

Ben Hagedorn, Natural Resource Specialist III — Date

Decision:
The findings presented above have been reviewed and considered. The case file has been found to be complete and the requirements of all applicable statutes and regulations have been satisfied. I find that it is in the best interest of the State to renew this 0.25 acre lease as described under the authority of AS 38.05.070 (e) and AS 38.05.810 (b-d). The American Alpine Club will be required to submit annual fees of $535.00 for the duration of the lease. The existing insurance and bonding will be carried over to the renewed lease.

5-22-17

Clark Cox, Regional Manager — Date
Southcentral Regional Office, Division of Mining, Land and Water

Appeal:
A person affected by this decision may appeal it, in accordance with 11 AAC 02. Any appeal must be received within 20 calendar days after the date of issuance of this decision, as defined in 11 AAC 02.040(c) and (d), and may be mailed or delivered to the Commissioner, Department of Natural Resources, 550 W. 7th Avenue, Suite 1400, Anchorage, Alaska 99501; faxed to (907) 269-8918; or emailed to dnr.appeals@alaska.gov.

If no appeal is filed by the appeal deadline, this decision goes into effect as a final administrative order and decision of the Department on the 31st day after issuance. An eligible person must first appeal this decision in accordance with 11 AAC 02 before appealing this decision to Superior Court (11 AAC 02.020(a) and (b)). A copy of 11 AAC 02 may be obtained from any regional office of the Department of Natural Resources.

Attachment A
Development Plan

SNOWBIRD GLACIER HUT DEVELOPMENT PLAN

Updated January 8, 2016

The intent of the hut, consistent with other huts in the area, is to provide shelter and safety for non-motorized backcountry travelers.

Legal Description: Within the SW1/4, SE1/4, SW1/4 of Section 36, T.21N, R. 1E, Seward Meridian, containing approximately 0.25 acres.

Terrain/Ground Cover: Rocky terminal moraine adjacent to the Snowbird Glacier, a north-facing cirque glacier surrounded by 6,000 foot peaks. Ground cover is mostly bedrock, boulders, and gravel, with some sparse patches of alpine vegetation. In winter months, the surrounding areas are almost completely covered with snow, often to significant depth.

Buildings and Other Structures: The new Snowbird Hut is an approximately 18' by 20' permanent backcountry hut. Foundation bears on steel base plates encased in rock-filled wire gabions resting on bedrock. The earlier "dome" hut was in disrepair on an unstable rock slope, and was removed in 2010 (non-burnables flown out via helicopter). One outhouse, approximately 4' x 6' with dehydrating toilet. A rescue litter and lock box with tools are located under the main hut.

Power Source: None. Light is provided via white gas (coleman fuel) lanterns and battery flashlights/headlamps. Small kerosene stove provides heat.

Waste Types, Waste Sources, and Disposal Methods: wastes generated on site are: wastewater from washing dishes, urine and human fecal matter. Wastewater from dishwashing and urine is discharged to nearby ground surface where it percolates into the rocks. Human fecal matter is contained in a dehydrating toilet contained in a large plastic bin (no drainage) within the outhouse. Bins of dehydrated human fecal material are periodically flown off site via helicopter, back to Palmer or Anchorage for proper disposal. Instructions for use of the outhouse are posted in the hut and in the outhouse. All other solid waste (food trash, fuel gas cylinders, etc.) is carried out on foot.

Hazardous Substances: White gas (coleman fuel) is used for cooking at lanterns. White gas is transported and stored in the hut in 1 gallon original containers. Kerosene is used to fuel the heating stove. Kerosene is transported in 1 gallon or 1 quart original containers then transferred to the approximately 30 gallon fuel tank mounted on the external wall of the hut. The fuel tank is made from sturdy 3/8" wall plastic. Fuel passes through a filter then enters the hut via reinforced flexible rubber-coated tubing to the heating stove. All parts of the fuel tank and feed tubing have been leak-tested. Standard practice is for backcountry travelers to arrive with approximately 1 quart of kerosene as a contribution to the heating stove for a winter weekend. The typical level in the kerosene fuel tank is empty! Kerosene is added only when visitors arrive. Kerosene is burned in the oil drip stove during hut occupancy. The fuel valve on the tank is shut when visitors depart the hut.

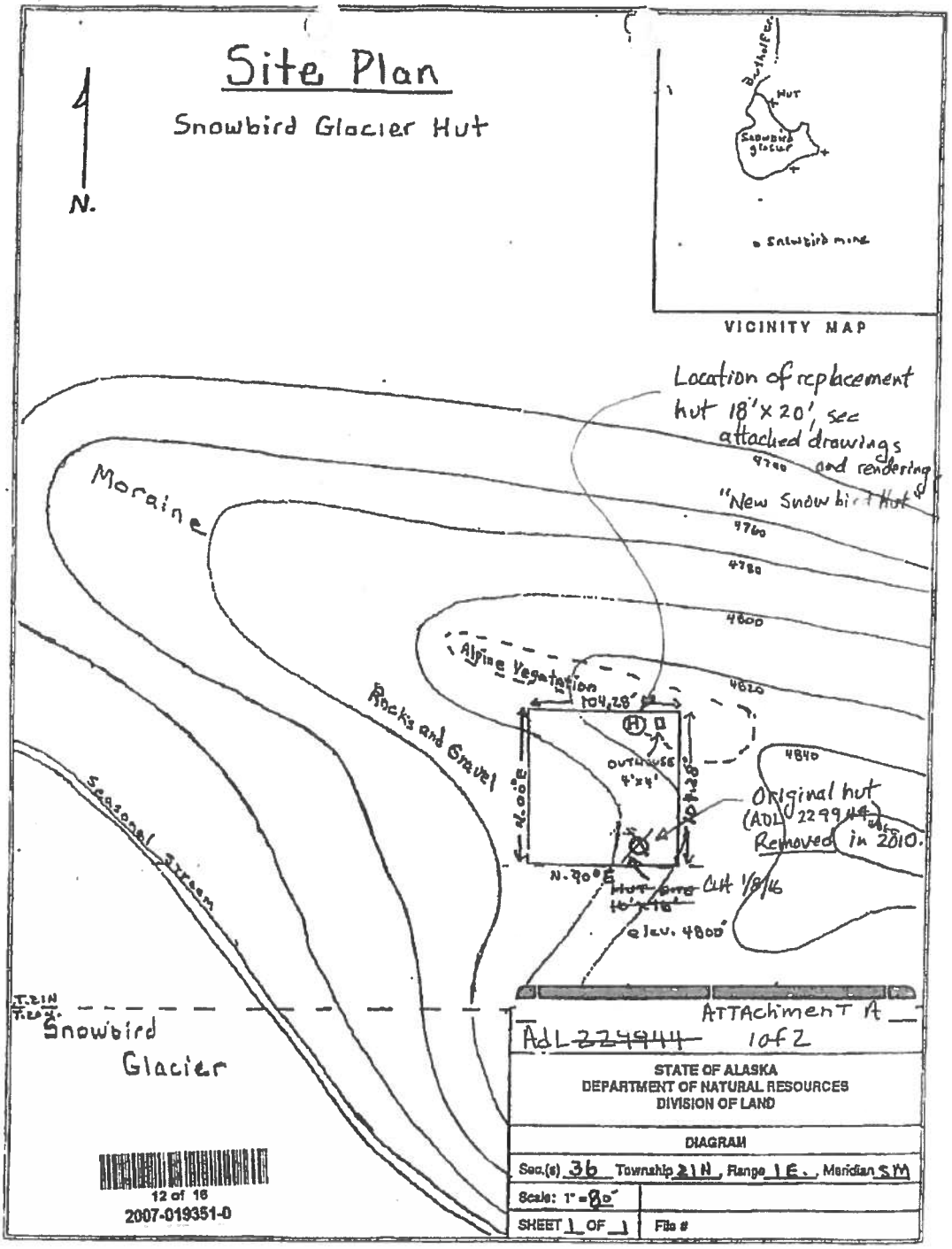
Water Supply: In summer, water is hauled up from the surface of the glacier. In winter, snow is melted. Wash water is discharged to the ground surface and percolates into the gravel.

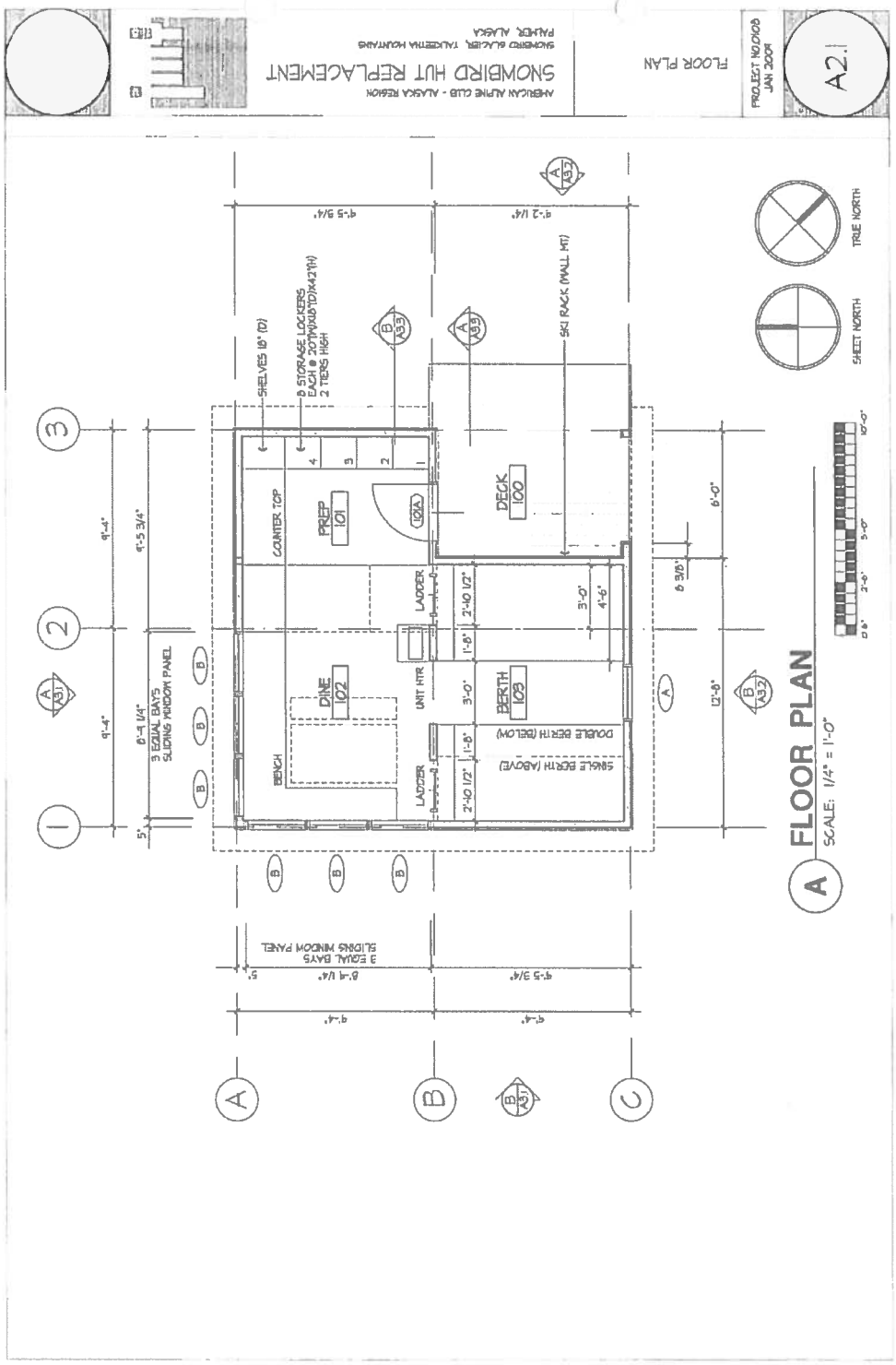
Parking Areas and Storage Areas: Skis and snowshoes are parked along the porch. Personal gear is stored in "cubbies" inside the hut. Tools are secured in a lock box under the hut.

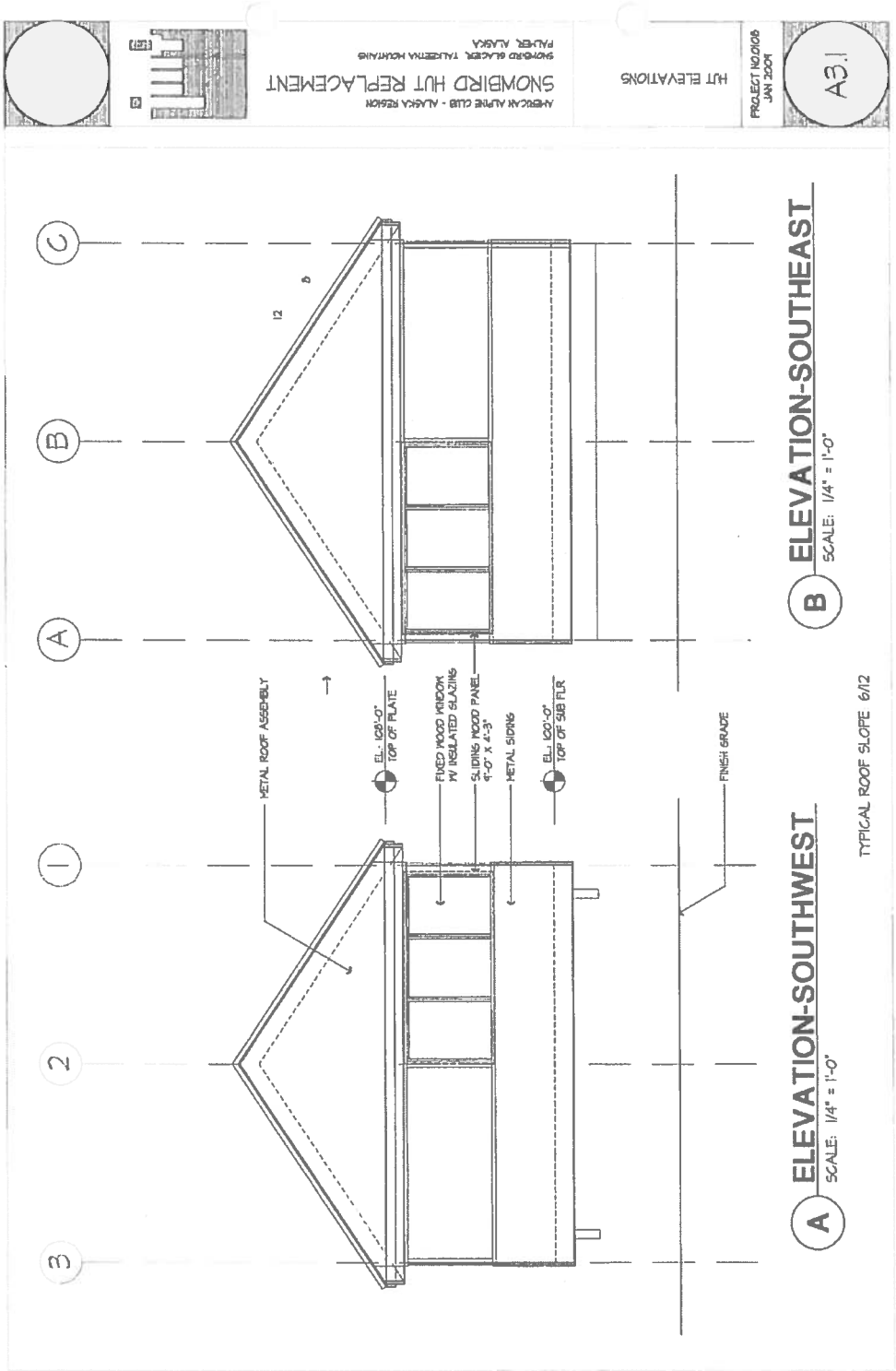
Number of People Using the Site: Usage of the hut is highly variable. Some weeks go by with no use at all. Other times, there are up to 15 people in the hut at one time. No people are employed at the site. Users generally sign the log book to document use of the hut.

Maintenance and Operations: Maintenance to the exterior and interior of the hut is periodically conducted. Cleaning and repairs are made to the heating stove, cooking stove, and lanterns as needed. Bins of dehydrated human fecal material are periodically flown out. The site is kept clean of any litter. Helicopter operators from Palmer or Wasilla are periodically employed to fly in construction materials and fly out waste materials.

Closure/Reclamation Plan: We intend to keep this hut in service for many generations. When it is time to remove the hut for some reason, all structures will be dismantled and flown from the site via fixed wing aircraft or by helicopter. Burnables will be burned on site. Ground will be cleaned of all manufactured material and rocks used in foundations will be scattered to resemble a natural state.


Site Plan
Snowbird Glacier Hut
N.
VICINITY MAP
Hut
Snowbird glacier
Snowbird mine
Location of replacement hut 18'x20', see attached drawings and rendering
"New Snowbird Hut"
Moraine
Alpine Vegetation
Rocks and Gravel
Seasonal Stream
104.28'
OUTHOUSE 4'x4'
N.90°E
Original hut (ADL 229944) Removed in 2010.
CLH 1/8/16
elev. 4800'
T.21N
T.20N
Snowbird Glacier
ATTACHMENT A
ADL 229944 1 of 2
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LAND
DIAGRAM
Sec.(s) 36 Township 21N Range 1E Meridian SM
Scale: 1" = 80'
SHEET 1 OF 1
File #
12 of 16
2007-019351-0


AMERICAN ALPINE CLUB - ALASKA REGION
SNOWBIRD HUT REPLACEMENT
SNOWBIRD GLACIER, TALKEETNA MOUNTAINS
PALMER, ALASKA
FLOOR PLAN
PROJECT NO.0608
JAN 2008
A2.1
FLOOR PLAN
SCALE: 1/4" = 1'-0"
TRUE NORTH
SHEET NORTH
DECK
100
PREP
101
DINE
102
BERTH
103
COUNTER TOP
BENCH
LADDER
UNIT HTR
SHELVES 18" (D)
8 STORAGE LOCKERS
EACH @ 20"(W)X10"(D)X42"(H)
2 TIERS HIGH
SKI RACK (WALL HT)
3 EQUAL BAYS
SLIDING WINDOW PANEL
SINGLE BERTH (ABOVE)
DOUBLE BERTH (BELOW)


AMERICAN ALPINE CLUB - ALASKA REGION
SNOWBIRD HUT REPLACEMENT
SNOWBIRD GLACIER, TALKEETNA MOUNTAINS
PALMER, ALASKA
HUT ELEVATIONS
PROJECT NO.0108
JAN 2004
A3.1
3
2
1
A
B
C
METAL ROOF ASSEMBLY
EL. 1021'-0"
TOP OF PLATE
FIXED WOOD WINDOW
W/ INSULATED GLAZING
SLIDING WOOD PANEL
4'-0" X 4'-3"
METAL SIDING
EL. 1000'-0"
TOP OF SUB FLR
FINISH GRADE
12
6
A
ELEVATION-SOUTHWEST
SCALE: 1/4" = 1'-0"
TYPICAL ROOF SLOPE 6/12
B
ELEVATION-SOUTHEAST
SCALE: 1/4" = 1'-0"