

Attachment 2. Proposed Lease Amendment

**ALASKA DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER  
P.O. BOX 111020  
JUNEAU, ALASKA 99811-1020**

**AMENDMENT NO. 3 TO LEASE AGREEMENT  
ADL 53899  
ROBERT AND EMILY MCCLORY  
REFUGE COVE, KETCHIKAN**

THIS AMENDMENT modifies the lease agreement serialized as ADL 53899, originally entered into by the **STATE OF ALASKA** and M.L. and Lucille G. Langloe on July 23, 1975, as subsequently amended and assigned to **ROBERT AND EMILY MCCLORY** ("the lessee") for the following described property:

**Alaska Tideland Survey No. 917 within Section 33, Township 74 South, Range 90 East, Copper River Meridian, containing .217 acres, more or less, in the Ketchikan Recording District.**

All recorded in the Ketchikan Recording District, this amendment amends the following lease documents: Original Lease, recorded on Book 120, Pages 111-119; Amendment No. 1, recorded on Book 120, Page 120; and Amendment No. 2, Recorder's Office Document No. 2010-00328-0. More specifically, the following stipulations modify the corresponding lease conditions and special stipulations listed in Amendment No. 2:

**Lease Development (Special Stipulation No. 1).** In accordance with Lease Condition No. 4, development of the leasehold shall be limited to the area and improvements specified in the development plan included as **Attachment 1** to this Amendment. The lessee is responsible for accurately siting development and operations within the leasehold. Any proposed revisions to the development diagram or plan of operations must be approved in writing by the Authorized Officer ("AO") for the Department of Natural Resources ("DNR"), Division of Mining, Land and Water ("DMLW") before change in use or development occurs. This lease must ultimately be utilized for a commercial purpose. Failure to make substantial use of the land for a commercial purpose and consistent with the development plan within five (5) years will, in the DMLW's discretion, constitute grounds for cancellation of the lease.

**Performance Guaranty (Special Stipulation No. 4).** In accordance with Lease Condition No. 25, the lessee shall provide and maintain a surety bond or other form of security acceptable to the DMLW in the amount of **\$5,000.00** payable to the State of Alaska. Such performance guaranty shall remain in effect for the term of this and any subsequent authorization and shall secure performance of the lessee's obligations. The amount of the performance guaranty may be adjusted by the AO in the event of approved amendments to this authorization, including changes to the development plan or any change in the activities or operations conducted on the premises. The performance guaranty may be utilized by the DMLW to cover actual costs incurred by the State of Alaska to pay for any necessary corrective actions in the event the lessee does not comply with the site utilization, restoration requirements, or other stipulations of the lease. If the lessee fails to perform the obligations within a reasonable timeframe, the State of Alaska may perform the lessee's obligations at the lessee's expense. The lessee agrees to pay within 20 days following demand, all costs and expenses incurred by the State of Alaska as

a result of failure of the lessee to comply with the terms and conditions of authorization. Failure to do so may result in the termination of the authorization and/or forfeiture of the performance guaranty. Any provisions of the lease agreement shall not prejudice the State of Alaska's right to obtain a remedy under any law or regulation. If the AO determines that lessee has satisfied a lease terms and conditions, the performance guaranty will be subject to release. The performance guaranty may only be released in writing by the AO.

**Navigable and Public Waters (Additional Special Stipulation).** In accordance with Lease Condition No. 10, a pedestrian access easement extending 50 feet seaward of the line of mean high water is reserved within this leasehold.

All other terms and conditions remain unchanged.

**LESSEE: ROBERT AND EMILY MCCLORY**

\_\_\_\_\_  
Robert McClory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emily McClory

\_\_\_\_\_  
Date

STATE OF ALASKA       )  
                                  ) ss.  
First Judicial District   )

THIS IS TO CERTIFY THAT ON THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared Robert and Emily McClory, known to me to be the person named and who signed the foregoing Amendment and acknowledged voluntarily signing the same.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Lee V. Cole, Jr., Southeast Regional Manager

\_\_\_\_\_  
Date

STATE OF ALASKA       )  
                                  ) ss.  
First Judicial District    )

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me personally appeared Lee V. Cole, Jr., Southeast Regional Manager of the Division of Mining, Land and Water, Department of Natural Resources of the State of Alaska, who executed the foregoing Amendment and acknowledged voluntarily signing the same.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

RECORDERS OFFICE: After recording in the Ketchikan Recording District, no charge, return the recorded document to:

Alaska Department of Natural Resources  
Division of Mining, Land & Water – Southeast Region  
Southeast Regional Land Office  
PO Box 111020  
Juneau, Alaska 99811-1020

## **Development Plan July 10, 2018**

- Maps:

See attached.

- Written Project description:

A dock/walkway (gangway) consisting of two aluminum bridge sections, one 55 ft. x 7 ft. and the other 60 ft. x 7 ft. (totaling 805 sq. ft.), with fiberglass grates used as decking will connect to one aluminum ramp 75 ft. x 5 ft. (375 sq. ft.). Each structure is equipped with aluminum safety rails and handrails.

The ramp will lead to a main float that is planned to be 16' x 80' (totaling 1,280 sq. ft.). Design plans show that ultimately the first 20' of this float may be widened to a final width of 20' with the addition of a section that would add a 4' x 20' addition at a later date at the beginning of the 16' x 80' float that is to be built now. That additional width would fit well within the boundaries of the existing tidelands lease. That proposed extra 80 sq. ft. once added would bring the total square footage to 1360 sq. ft. at some point in the future. Current budgetary constraints will only allow the 16' x 80' (totaling 1,280 sq. ft.) at this time.

Attached to the end of the float would be one jet ski float, 10 ft. x 5 ft. (50 sq. ft.); placed next to one skiff ramp float, 17 ft. x 11 ft., (187 sq. ft.)

Eight steel pilings each 12.375-inches in diameter will support the entire structure. Four pilings will support the gangways, and four others will brace the boat float as depicted in the engineer plan.

An outfall for wastewater effluent will be installed within a trench, 140 ft. x 18 ft., requiring 35 cubic yards of fill material. Polyvinyl chloride ("PVC") pipe 4-inches diameter will be used.

- Legal description.

Lease diagram for ADL 53899 is shown as an attachment. The lease area is located within ATS 917 seaward of Lot 1, Block 2 USS 1192 in Refuge Cove near Ketchikan, Alaska. Said lease is located within Section 33, Township 74 South, Range 90 East, Copper River Meridian and contains 0.217 acres more or less.

- Terrain/ground cover.

The area is described is a water area. Its topography changes with the tides. On low tides a rocky beach is revealed. No fish have been observed in the cove where the dock will be located. The dock entry will start in the backyard of the 8177 North Tongass property sitting in front of the planned project.

- Buildings and other structures.

No buildings are planned for the dock, ramp or float. Some small storage containers will be secured to the float for easy access to important items like life jackets, fishing gear, and related items.

The structure includes a lengthy elevated dock or walkway. It is designed to clear 23' tides despite the fact that 19'-21' tides are currently the highest generally seen in SE Alaska. Fiberglass gratings will minimize restricted light access for the water it sits atop while insuring improved safety.

A concrete slab measuring at least 10' wide x 6 long' x 2' thick will be poured in the backyard where the dock / walkway will begin. This slab will sit on private property and not on state property.

It will have a 5.5" recessed area running the width of the slab to accommodate the first 55' x 7' portion of the gangway and allow for a flush walkway where the concrete meets the gangway. Rebar embedded in the yard will secure it. It will adequately support the weight of first dock / walkway.

The first few feet of the dock / walkway will be secured to this concrete base. Metal pilings will be driven at the connecting points where the gangways and ramps connect. This will allow for 4 of the 8 total pilings ultimately utilized to serve as supports for the gangway and ramp.

There will be four more metal pilings attached to the dock float itself. The two at the front of the float and sitting to the sides of the bottom of the ramp will have an overhead metal brace connecting them. It will span the top of ramp and be mounted high enough to provide ample ramp clearance. This will offer more lateral stability and provide the capacity to lift the bottom of the ramp should that be necessary during construction or maintenance.

Two other pilings will be driven on the side of the float just inside the bull rail to provide brace the float. With two pilings mounted on the side and two more in the front, the float will be secured with a total of 4 metal pilings.

No other building will be attached to the float. Only a small tote will be secured to the float to hold life jackets and related gear. The float will be supported by commercially purchased flotation tubs or tubes affixed to the float.

- Power source.

The structures located at the dock offer ready access to electricity. No additional poles need to be added to provide a power source. We ultimately plan to run PVC conduit that will be zip tied to the dock and ramp stretching to the float where a boat could access it.

The wire will feed a GFI protected outlet on the float for convenience and operate devices useful for boats tied up there. It will be used to power such devices important for boats, such as: battery charger, small marine pump, and related devices used to maintain a boat tied up there.

- Waste types, waste sources, and disposal methods.

No hazardous materials will be removed or stored anywhere on the float. Plans to secure a simple covered and secure garbage container will be used to insure easy, secure disposal of minor bits of household garbage. Bags will line any garbage container for sanitary, easy containment and disposal of light trash placed in the garbage container. Having such containment available will insure responsible disposal of light trash from returning boats.

No permanent fuel reservoirs are planned on the dock. Local marinas are available for those refueling their vessels, so permanent fuel reservoirs are not needed.

- Water supply.

A small pump will be powered by the power source and allow for light rinsing using sea water and dispensed through a small hose. If water tank storage will suffice without impacting water levels for the home, a hose will be attached to the gangway and ramp to provide a minimal level of fresh water as well. No wastewater disposal will be allowed or available at the float for users.

- Parking areas and storage areas.

Parking and storage will occur on our private property and not within the leasehold or on other state land. Because the property owner has title to the house and shop surrounding the dock entry point, the parking with those properties is available.

The parking area gives easy parking access for guests using the house in front of the ramp entry. Garbage containers will be located in the backyard and parking areas. Duration of parking will be dependent upon guests' usage of the property.

No public storage will be available but provisions for minor storage options in the shop at the site will be considered on a case-by-case basis. No hazardous materials will be allowed storage on the property as no provisions for hazardous waste are planned.

- Number of people using the site.

This dock will serve a small family owned and managed business run by a single couple: Robert McClory and Emily Saura-McClory. The small business focuses primarily on short-term vacation rentals. Guests tend to be families and small groups of 12 people or less.

This dock will allow guests to use the dock during their stay at the property. The property owners include a married couple who will manage and maintain the facility and property and are properly licensed with the State of Alaska. No other employees are involved in this small family business.

Reservations are available year-round, but in the last three years of ownership, most guests staying at the property take advantage of availability from May-October with occasional short-term stays in other months. It is not known how many future guests will take full advantage of the dock, but some future reservations are known to be considered specifically because of guest dock access.

Groups have typically included a small family or small group of friends who came to fish in the waters of Southeast Alaska with the services of guided charter operators. Most guests stays last approximately 7-10 days with a minimum of a four-day stay. This dock is expected to be an important piece of this business.

No special provisions for or arrangements with upland residents living nearby have been planned at this time.

- Maintenance and operations.

This is a family operation licensed with the State of Alaska. The owners share maintenance and operation responsibilities. The couple has varied maintenance experience and will continue to manage and maintain the property and dock.

Occasionally contractors with specialized skills may be hired to provide maintenance services requiring unique skills. No single service provider has any on going contract or expected set of duties associated with the dock or rental property.

The dock is designed with durable materials with extensive life span. No closure plan needs to be developed for something with such long-lasting life expectancy. This float replaces one that has occupied the tidelands leased for many decades.

Existing docks are being dismantled and removed in stages. All floats that had accessed the existing boat float and were able to ground on low tides have been removed. Remaining floats will be removed as the project proceeds and funds are available to replace the boat float that has occupied the site for decades.

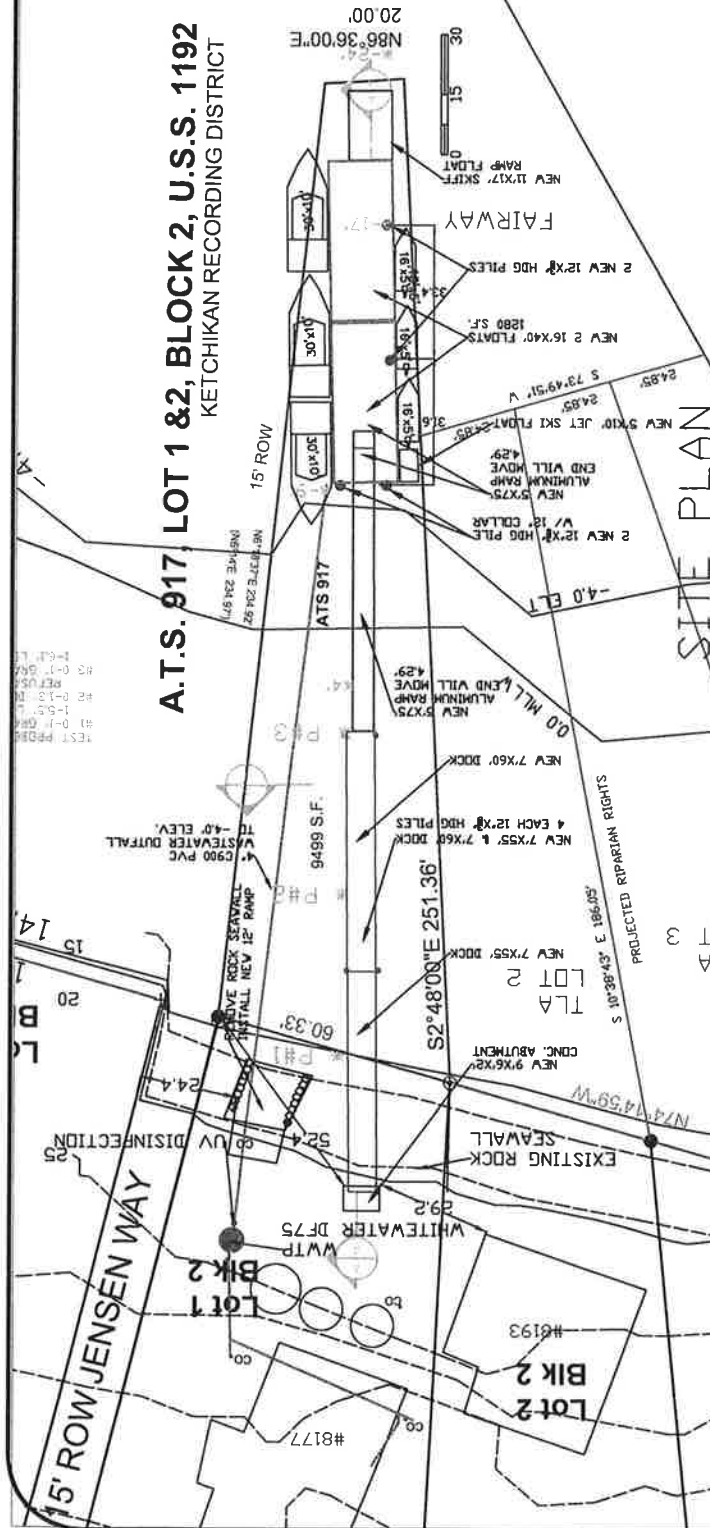
- Sketches or Drawings.

Improvements to be placed within the leasehold are depicted by the attached development diagram, dated June 12, 2018.

PROJECT:	C3 / C3	
DATE:	JUNE 12, 2018	
SCALE:	AS SHOWN	



**A.T.S. 917, LOT 1 & 2, BLOCK 2, U.S.S. 1192**  
KETCHIKAN RECORDING DISTRICT



SCALE 1"=30'

