

May 13, 2020



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RE: Letter of Concurrence  
ADL 108691 – Lease Application  
Whale Island Dock Association

Dear Kaitlyn,

Thank you for contacting the Trust Land Office (TLO) regarding the Whale Island Dock Association Lease Application (ADL 108691). This letter is to serve as concurrence from the TLO for the issuance of a lease for a dock on Whale Island on a parcel of land that may be conveyed to the Alaska Mental Health Trust (Trust).

The Trust has a Federal entitlement selection on the parcel of land that the proposed lease authorization will be utilizing. The parcel is described as: *Lot 1, Tract A of USS 3556, located in Section 11, Township 56 South, Range 63 East, Copper River Meridian, situated on Whale Island, and containing approximately 4.54 acres, more or less.*

The TLO concurrence for the issuance of the aforementioned lease is subject to the following stipulations:

1. This Letter of Concurrence only approves access rights for the construction, reconstruction, maintenance, and use of the dock by the Whale Island Dock Association (Lessee) and conveys no other interest or property right in Lot 1, including materials. "Materials" includes but is not limited to, gravel, rock, sand, peat, timber, and all other vegetative materials.
2. The Lessee will maintain the dock associated with Lot 1 at their own cost and risk. The dock will be maintained in a professional manner to standards that allow for safe and reasonable access to Whale Island over time with minimal long-term maintenance requirements. Maintenance and reconstruction of the dock shall occur in a manner that results in the least practicable impact to Lot 1. All survey monuments, witness corners, and/or reference monuments shall be protected against damage, destruction, or obliteration. The Lessee shall not restrict or inhibit access to Lot 1 due to the occurrence of such things as berms, debris, or impassable cuts.
3. The Lessee shall maintain the dock and associated dock activity paying special attention to the existing aesthetic value of Lot 1 and shall in no manner diminish the aesthetic value of the parcel.
4. The owners of Lot 1, and/or their assigns, shall have use of the dock for gaining access to Lot 1.

5. The dock is to be used for residential purposes for access to Whale Island. No commercial use is allowed.
6. The dock will be maintained in a manner that allows for safe and reasonable access to Whale Island. Use of the dock will be conducted in a manner that has the least practicable interference with the quiet enjoyment of Lot 1.
7. An As-Built survey of the dock must be provided to the TLO by the Lessee. The As-Built survey shall be performed by a registered land surveyor authorized to perform surveys in Alaska, and must be in compliance with state law and meet the requirements of 11 AAC 06.040 (Prerequisites for Recording Documents).
8. Any and all long-term maintenance and reconstruction responsibilities for the dock will be the responsibility of the Lessee, and not the TLO or the Trust.
9. All construction, reconstruction, and maintenance of the dock will be conducted in strict accordance with applicable laws, regulations, and ordinances.
10. Upon expiration of the lease terms, the Trust, and or future owners of Lot 1 may renegotiate lease terms.

If you have any questions or comments please feel free to call or write. Thank you!

Sincerely,



David Griffin  
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