



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce,
Community, and Economic
Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Anchorage Office

550 West Seventh Avenue, Suite 1650
Anchorage, Alaska 99501
Main: 907.269.4581
Fax: 907.269.4539

12-0575

PUBLIC NOTICE

**RENEWAL AND AMENDMENT NO. 1 OF PUBLIC AIRPORT LEASE
ON MUNICIPAL TRUST LAND IN NELSON LAGOON, ALASKA
BY THE MUNICIPAL LANDS TRUSTEE**

In accordance with AS 44.33.755 and 3 AAC 190-410 - .460, the Municipal Lands Trust Officer, acting on behalf of the Commissioner of the Department of Commerce, Community, and Economic Development, as trustee for the future city in Nelson Lagoon, Alaska, approves the renewal and amendment of the Public Airport Lease issued to the Alaska Department of Transportation and Public Facilities.

This renewal and amendment of the Public Airport Lease dated April 22, 1996, will waive the fair market value requirement pursuant to 3 AAC 190.460(1) as the airport serves a public purpose. It also updates the notice section with current contact information. The renewal term is for an additional 55 years continuing from the expiration date of the original 1996 issued lease.

This notice is being posted and published in accordance with the requirements of 3 AAC 190.420 and .910. This approval becomes final upon the expiration of 30 days following the publication of this notice, or after 30 days of continuous posting of this notice, whichever is later.

The issuance of the renewal and amendment by the State of Alaska is subject to approval by the Appropriate Village Entity, the Nelson Lagoon Village Council (attached).

The public is invited to comment on the proposed amendment.

Please submit comments to:

Municipal Lands Trustee Program

Attn: Chris Grundman

550 West 7th Ave Ste 1650 Anchorage, AK 99501

Phone: 907-269-4548 Fax: 907-269-4539 Email: mlt@alaska.gov

No later than 5:00 p.m. 30 days after: _____ (date of posting)

Following the comment deadline, all responses will be reviewed and the Commissioner's decision on this matter may be modified as a result of information received.

DocuSigned by:

Sandra Moller

Sandra Moller, Municipal Lands Trust Officer

8/25/2025

Date

Attachments: 1) DRAFT Renewal and Amendment No. 1 of Public Airport Lease (5 Pages)
2) Nelson Lagoon Village Council Resolution No. 6-25, Dated 08/25/2025 (1Page)

THIS COVER SHEET HAS BEEN ADDED TO THIS DOCUMENT TO PROVIDE SPACE FOR THE RECORDING DATA. THIS COVER SHEET APPEARS AS THE FIRST PAGE OF THE DOCUMENT IN THE OFFICIAL PUBLIC RECORD.

DO NOT DETACH

RENEWAL AND AMENDMENT NO. 1 OF PUBLIC AIRPORT LEASE

ALEUTIAN ISLANDS RECORDING DISTRICT

Filed for record at the
Request of and Return to:
State of Alaska – DOT&PF
Right of Way Section
P.O. Box 112506
Juneau, Alaska 99811-2506

State Business-No Charge

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
MUNICIPAL TRUST LAND

**RENEWAL AND AMENDMENT NO. 1 OF
PUBLIC AIRPORT LEASE**

This renewal and amendment is made by mutual agreement of the parties of a Public Airport Lease dated April 22, 1996, as Document Number 1996-000290-0, recorded in the Aleutian Islands Recording District, Third Judicial District, State of Alaska, entered into, by and between the State of Alaska, Department of Community and Regional Affairs, which by act of law has been replaced by the Department of Commerce, Community, and Economic Development, as trustee for any future city in Nelson Lagoon (Lessor) whose address is 550 W 7th Ave, Ste 1650, Anchorage, Alaska 99501-3510, and the State of Alaska, Department of Transportation and Public Facilities (Lessee), whose address is P.O. Box 112506, Juneau, Alaska 99811-2506.

The parties agree to renew and amend the Public Airport Lease as follows:

Sections 3, 4(a) and 21 are amended to read:

3. Waiver of Fair Market Value/Rental: Pursuant to 3 AAC 190.460(1), the fair market value requirement for the lease for the renewal term is waived because the airport serves a public purpose and, therefore, no rent will be charged. Lessee shall immediately notify the lessor in writing if the land is no longer being used for airport purposes.
4. Terms and Conditions: (a) The Lessee has the right to use the surface estate for airport purposes, including the right to construct and maintain all buildings or other improvements necessary for a public airport for a period of 55 additional years, continuing from the original expiration date of April 22, 2026, and expiring at midnight on April 21, 2081. The original lease remains in full force and effect upon execution of this renewal and amendment, continuing through its original expiration date, ensuring continuous leasehold rights and incorporating the changes set forth in this renewal without affecting the continuity of the lease terms. Pursuant to 3 AAC 190.460(1), if the lessee uses the land for other than airport purposes the lease shall terminate and all interests shall automatically revert to the Lessor or to any successor municipality.

Airport purposes are defined as uses for aviation purposes, auxiliary purposes and privileges as presently defined in 17 AAC 40.320(b)(1) and (2) and utility land uses and privileges as defined in 17 AAC 40.320(b)(4) when used in support of the aviation functions. Unauthorized use by third parties will not be considered as use for other than airport purposes. If at the end of the lease it is mutually determined that a new lease should be granted, the Lessee will be afforded a right of first refusal to lease the premises upon the terms and for the duration fixed by the lessor.

21. Notices: Notices required by this agreement must be hand delivered or sent by registered or certified mail to the appropriate party at the addresses listed below. Either party must notify the other in writing of any changes in address:

Lessor: Municipal Land Trust Officer
Department of Commerce,
Community and Economic Development
550 W 7th Avenue, Suite 1650
Anchorage, Alaska 99501-3510

Lessee: Chief Right of Way Agent
Department of Transportation
And Public Facilities
P.O. Box 112506
Juneau, Alaska 99811-2506

The parties further agree that:

1. All other provisions of the aforementioned Public Airport Lease, as amended, remain in full force and effect.
2. This amendment sets forth all terms, conditions and agreements of the parties and supersedes any previous understanding or agreements regarding the provisions contained in this amendment whether oral or written. No modification of this amendment or the aforementioned lease is effective unless in writing and signed by both parties.
3. The effective date of this renewal and amendment is the date it has been signed by both parties.

Attachments

Appendix A: Nelson Lagoon Village Council Resolution No. 6-25, Dated 08/25/2025

(SIGNATURE PAGES FOLLOW)

LESSEE:

THE STATE OF ALASKA
Department of Transportation
and Public Facilities, as
Airport Administrator and Operator

LESSOR:

THE STATE OF ALASKA
Department of Commerce, Community,
and Economic Development, as
Trustee for any future city established
in Nelson Lagoon

By: _____
Greg A. Weinert
Southcoast Region Chief of Right of Way

By: _____
Sandra Moller
Municipal Lands Trust Officer

ACKNOWLEDGEMENTS

STATE OF ALASKA)
)ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the ____ day of _____, 2025, before me the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared Greg A. Weinert, Southcoast Region Chief of Right of Way of the Department of Transportation and Public Facilities, for and on behalf of the STATE OF ALASKA as the appropriate agency for the construction, operation, and maintenance of the public airport at Nelson Lagoon, Alaska, and acknowledged that this RENEWAL AND AMENDMENT NO. 1 OF PUBLIC AIRPORT LEASE was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in himself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

(SEAL)

Notary Public for Alaska

My commission expires: _____

of the STATE OF ALASKA as trustee for any municipal corporation
ed in the future at Nelson Lagoon, Alaska, and acknowledged that this
MENT NO. 1 OF PUBLIC AIRPORT LEASE was signed and sealed on behalf
by proper authority delegated and vested in herself, and acknowledged
nt to be the free act and deed of said STATE OF ALASKA.

ESS WHEREOF, I have hereunto set my hand and affixed my seal the da
itten.

SEAL)

Notary Public for Alaska

My Commission expires: _____

Notary Public for Alaska
My Commission expires

Notary Public for Alaska
My Commission expires

Notary Public for Alaska
My Commission expires

My Commission expires: _____

**NELSON LAGOON VILLAGE COUNCIL
RESOLUTION NO. 6-25**

**RENEWAL AND AMENDMENT NO. 1
OF PUBLIC AIRPORT LEASE**

WHEREAS, the State of Alaska, Department of Commerce, Community, and Economic Development (DCCED), in trust for any future city that may be established in Nelson Lagoon, Alaska, has title to the surface estate of municipal trust lands located in Nelson Lagoon;

WHEREAS, the Public Airport Lease, dated April 22, 1996, and recorded in the Aleutian Islands Recording District, State of Alaska, document number 1996-000290-0, by and between DCCED and the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) expires on April 22, 2026;

WHEREAS, DOT&PF has requested renewal of the lease to obtain title of sufficient interest per Federal Aviation Administration policy in order to acquire federal funding to improve, operate and maintain an airport upon municipal trust lands;

WHEREAS, AS 44.33.755 and 3 AAC 190.010 et seq. provide that the Commissioner of DCCED is designated to administer and dispose of such lands conveyed to the State in trust, and that the Commissioner may transfer an interest in such land only after obtaining the approval of an appropriate village entity;

WHEREAS, the Commissioner of DCCED proposes to renew and amend the Public Airport Lease to waive the requirement of fair market value pursuant to 3 AAC 190.460(1), renew the lease for an additional 55 years, and update notice contact information; and

WHEREAS, the Nelson Lagoon Village Council is the recognized appropriate village entity regarding the approval of such municipal trust land disposals, including the waiver of the fair market value requirement, in accordance with 3 AAC 190.430 and 3 AAC 190.460.

NOW THEREFORE BE IT RESOLVED, that the Nelson Lagoon Village Council approves the renewal and amendment of the Public Airport Lease, including the waiver of the fair market value requirement, and recommends the Commissioner of the DCCED issue said renewal and amendment to the DOT&PF.

ADOPTED AND DATED this 25th day of August, 2025 at Nelson Lagoon, Alaska.

NELSON LAGOON VILLAGE COUNCIL

BY: _____

President

ATTEST: _____

Secretary

AFFIDAVIT (OR CERTIFICATION)-OF-POSTING

I, _____, residing at _____, Alaska, being
(name) (village)

first duly sworn, on oath disposes and says: That the attached notice was posted at

_____, a conspicuous location in _____ for an
(posting location) (village)

uninterrupted duration of 30 days between _____ and _____,
(date posted) (date removed)

20____.

Signed: _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 20____

_____, My Commission Expires: _____
(Signature of Notary, Postmaster, or postal clerk)

(seal or stamp)

Instructions: If there is not a notary public available in the village, this document can be certified by the village postmaster. If there is not a postmaster, it can be certified by the postal clerk. If there is neither a notary nor a postal employee available to sign the document, use the spaces below for three witnesses to certify the posting.

(witness) (date) (witness) (date)

(witness) (date)