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

Northern Regional Land Office

Preliminary Decision
ADL 422727
Vitus Terminals, LLC
Application for Lease
AS 38.05.075(c)

This Preliminary Decision (PD) is the State's preliminary best interest finding regarding a proposed disposal of interest in state land. The public is invited to comment on this PD. The deadline for commenting is **11:59 pm August 25, 2026.** Please see the Public Notice section of this decision for requirements related to submitting comments for consideration.

Requested Action

Vitus Terminals, LLC (applicant) submitted an application to the Department of Natural Resources (DNR), Division of Mining, Land & Water (DMLW) to lease approximately 0.6 acres of State land under AS 38.05.075(c) for barge moorage for the purpose of transferring fuel and freight on the tidelands at Saint Michael. The site is located within the Kateel River Meridian, Township 23 South, Range 17 West, Section 20. The applicant requested a 30-year tideland lease. A map showing the proposed location is included as Attachment A.

Existing Improvements:

Existing structures authorized under ADL 417641 (see Background section for details on ADL 417461) include a barge moorage structure (wooden dock, platform, and stairs) constructed on large boulders and gravel fill. The applicant does not have plans for any additional improvements.

Proposed Action

DMLW proposes to issue a negotiated 30-year tideland lease for the operation of a barge moorage facility, for the purposes of fuel and freight transportation, on state tidelands. DMLW proposes a negotiated tideland lease per AS 38.05.075(c) since the applicant is the upland landowner.

Background

On November 1, 2005, a negotiated lease (ADL 417461) for this site was issued to Crowley Marine Services, Inc. for a 10-year term. On July 28, 2014, ADL 417461 was assigned to Liquid Fuels Management, LLC. On June 19, 2015, ADL 417461 was assigned to Vitus Energy, LLC. On May 18. 2015, Vitus Energy, LLC requested a 10-year lease renewal. The renewal was adjudicated after the assignment of the lease from Liquid Fuels Management, LLC to Vitus Energy, LLC was completed. On November 1, 2015, the lease renewal for ADL 417461 was assigned to Vitus

Energy, LLC, with an expiration date of October 31, 2025. This application was submitted on August 21, 2025 to continue operations.

Scope of Decision

The scope of this decision is to determine if it is in the State's best interest to issue a lease for the requested activity. The administrative review for this authorization is defined by AS 38.05.035(e)(1)–(2) and limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) the facts pertaining to the land or resources; and (4) any issues that are material to the determination.

Authority

This lease application is being adjudicated pursuant to AS 38.05.035(e) Powers and Duties of the Director, AS 38.05.070 Generally, AS 38.05.075 Generally, and AS 38.05.945 Notice.

The authority to execute the PD, Final Finding and Decision (FFD), and the lease has been delegated to the Regional Managers of DMLW under AS 38.05.035(b)(1).

Administrative Record

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations referenced herein, the 2008 Northwest Alaska Area Plan (NAAP; the Plan) and other classification references described herein, and the casefile for the application serialized by DNR as ADL 422727.

Location Information

<u>Geographic Location</u>

The lease site is located on the east coast of Saint Michael, Alaska, in St. Michael Bay of Saint Michael Island.

<u>Legal Description</u>

Alaska Tideland Survey No. 1665, located within protracted Section 20, Township 23 South, Range 17 West, Kateel River Meridian, filed in the Cape Nome Recording District on September 24, 2010 as plat no. 2010-15, containing 0.60 acres, more or less.

<u>Other Land Information</u>

Municipality: City of St. Michael
Regional Corporation: Bering Straits Native Corporation
Federally Recognized Tribes: Native Village of Saint Michael
Village Corporation: St. Michael Native Corporation
Approximate Lat/Long: 63.485ºN, 162ºW
Recording District: Cape Nome Recording District

Title
The State of Alaska holds title to lands beneath tidally influenced and navigable waterways within its jurisdiction, including lands underlying St. Michael Bay in the section(s) referenced above, on the basis of the Equal Footing Doctrine, the Submerged Lands Act of 1953 and AS 38.04.062 (Identification of State Submerged Lands). There are no valid pre-statehood withdrawals on the tide and submerged lands in the vicinity of Saint Michael. Additionally, there are no known RS 2477 ROWs in the immediate vicinity of the lease site.

Title is subject to valid existing rights, including reservations, easements, and exceptions in the U.S. Patent or other State or federal conveyance, and in acts authorizing the issue thereof, easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.

Third Party Interests
No encumbrances or third party interests exist that would prevent the issuance of the lease.

Planning and Classification
The project area is subject to the 2008 Northwest Alaska Area Plan (NAAP; the Plan). Specifically, the lease site is within Unit NT-06 of the Norton Sound Region. The subject area is designated as Ha and Hv. The NAAP describes the Ha designation as Habitat, and the Hv designation as Harvest. Areas designated as Ha/Habitat are meant to be maintained in an undisturbed, natural state except for improvements related to public health, safety, habitat restoration or rehabilitation, and public recreation (NAAP, 3-3). This is to prevent permanent loss of a population or sustained yield of a species due to human disturbance or alteration of the habitat (NAAP, 3-3). Areas designated as Hv/Harvest are lands that have reached, or are projected to reach, a harvestable surplus of fish and wildlife resources (NAAP, 3-3). These lands are to be managed to prevent permanent alterations of habitat and sustained yield to traditional users (NAAP, 3-3).

The management intent listed on the Resource Allocation Table for the Norton Sound Region for Unit NT-06 is described as: manage to protect habitat values (NAAP, 3-56). The unit includes tidelands from Tolstoi Point to Stuart Island (NAAP, 3-56). The tidelands support several marine life species, including but not limited to: seabirds, seals, walrus, belugas, gray whales, and Pacific herring; additionally, the eelgrass beds within the unit provide nursery areas for various fish, crab, and are notably used for spawning by herring (NAAP 3-56).

Because the proposed authorization does not conflict with management guidelines outlined by the Plan, the lease is consistent with the classification and management intent of the area.

Traditional Use Finding

The proposed site is not located within an incorporated borough; therefore, a traditional use finding is required per AS 38.05.830. AS 38.05.830 requires consideration of whether the lease site impacts traditional and existing uses of the site.

Continued occupation of this site by Vitus Terminals, LLC is not expected to adversely affect subsistence resources or known traditional uses, which includes but is not limited to fishing, hunting, and gathering related activities. The lease site has been leased since March of 1985 and developed for its present use. The proposed lease would continue existing use for barge moorage and fuel transfer purposes. There are no additional projects, construction, or improvements planned for the lease site.

Additional traditional uses may be identified during the public notice period. If additional traditional uses that may be impacted become known, they will be addressed in the final finding and decision.

Access

Physical and legal access to the proposed lease site is provided through the applicant's adjacent upland property on Standard Oil Road, St. Michael, Alaska. Access to the tidelands may also be provided by boat or barge within Norton Sound.

Access Along Navigable and Public Waters

The site is located on the tidelands of Norton Sound. The State of Alaska reserved a public access easement 50 feet seaward of the line of mean high water per AS 38.05.127. This easement is depicted on Alaska Tideland Survey 1665, Cape Nome Recording District.

Public Trust Doctrine

Pursuant to AS 38.05.126, all authorizations for this site will be subject to the principles of the Public Trust Doctrine; specifically, the right of the public to use navigable waterways and the land beneath them for: navigation, commerce, fishing, hunting, protection of areas for ecological studies, and other purposes. These rights must be protected to the maximum extent practicable while allowing for the development of this project. As such, DMLW is reserving the right to grant other authorizations to the subject area consistent with the Public Trust Doctrine.

Reservation of Mineral Estate

In accordance with section 6(i) of the Alaska Statehood Act and AS 38.05.125, the state, in this decision, reserves unto itself the mineral estate, including oil and gas, and the rights expressed in the reservation clause of the statute, that being the right to reasonable access to the surface for purposes of exploring for, developing and producing the reserved mineral resources. Exploration and development, if any, which could occur, would be consistent with AS 38.05.130 and other applicable statutes and regulations.

Mineral Orders
The proposed leasehold has not been closed to mineral entry.

Hazardous Materials and Potential Contaminants
Hazardous materials, specifically Jet-A fuel and unleaded gasoline, will be transferred within the proposed leasehold. The applicant stated that no fuel or other hazardous materials will be stored at the lease site; the primary purpose of the lease site is to transfer fuel. Stipulations will be included in the lease to ensure proper handling and storage of hazardous substances and materials.

The estimated volume of hazardous materials and potential contaminants transferring within the lease site is approximately 600,000 gallons of Jet-A fuel and 350,000 gallons of unleaded gasoline. Given the remote location and the volume of the hazardous materials and potential contamination, DMLW has concerns for potential spills and contamination at the lease site. DMLW recommends that the applicant obtain and maintain bonds and insurance coverage sufficient to address and mitigate potential environmental liabilities, damages, remediation costs, and other environmental risks associated with the proposed hazardous substances and potential contaminants within the lease site (see Performance Guaranty and Insurance sections for more details).

The use and storage of all hazardous substances must be done in accordance with existing federal, state, and local laws. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance, and must be removed from the leasehold and disposed of in accordance with state and federal law. The applicant does not have any current Alaska Department of Environmental Conservation or Environmental Protection Agency authorizations related to fuel storage and fuel activities for this area.

Agency Review
Information and comments received from sections within DMLW prior to and during agency review have been considered and included in the preparation of this preliminary decision. An agency review was conducted on December 22, 2025. The deadline for agency comments was January 22, 2026.

The following agencies were included in the review:

- DNR Division of Parks and Outdoor Recreation / Office of History and Archaeology – State Historic Preservation Office
- DNR DMLW Public Access Assertion and Defense (PAAD)
- DNR DMLW Resource Assessment and Development Section (RADS)
- DNR DMLW Statewide Abatement of Impaired Land (SAIL)

- Department of Fish & Game
- Department of Transportation & Public Facilities
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- Fairbanks Soil and Water Conservation District
- Saint Michael City Office
- Kawerak, Inc.

A total of three (3) agency comments were received during the review period and are discussed below:

Agency: The State of Alaska Department of Conservation (DEC) provided the following comment:

> *Since the application noted that there may be 600,000 gallons of Jet-A and 350,000 gallons on unleaded gasoline associated with activities on the proposed lease activities, please note that if Vitus Terminals, LLC is storing 420,000 gallons of refined petroleum product storage capacity at a facility, they will need to have an Oil Discharge Prevention and Contingency Plan on file with the DEC Prevention, Preparedness, and Response Program.*

Response: All fuel is stored on privately owned uplands. This comment has been forwarded to the applicant.

Agency: The State of Alaska Department of Fish and Game provided the following comment:

> *Alaska Department of Fish and Game (ADF&G) has reviewed the attached tidelands lease application from Vitus Terminals LLC for continued maintenance and operation of a barge moorage facility on state tidelands along the east coast of St. Michael, Norton Sound. The location is in Section 20, Township 23 South, Range 17 West, Kateel River Meridian, requesting the use of approximately 0.60 acres of state land; Coordinates: 63.485°N, 162.000°W. The requested lease term is 30 years. A DNR Division of Mining, Land, and Water (DMLW) tidelands lease has been authorized at this site under ADL 417461 since 2006, renewed in 2015, and recently expired.*
>
> ***Existing Structures and Operations:***
>
> - *Fuel transfer apparatus and platform*
> - *Weather shelter/building*
> - *Transfer of approximately 600,000 gallons of Jet-A and 350,000 gallons of unleaded gasoline to an adjacent tank farm*
> - *Fuel is transferred by hose to a header at the upland boundary, then into the tank farm*
> - *No fuel is stored at the moorage site*
> - *The applicant owns the uplands*

ADF&G has <u>no objection</u> to the tideland lease renewal*; however, we have the following comments and recommendations:*

1. *This area is in unit NT-06 and designated as Habitat in the Norton Sound Region Area Plan to support seabirds, walrus, belugas, gray whales, and Pacific herring. Activities at the facility should avoid interference with these species.*
2. *Marine Mammal Considerations:*
    a. *There is marine mammal critical habitat designated within the lease area for polar bears. In addition, there are several marine mammals with ranges overlapping with the lease area, including bearded seal, fin whale, humpback whale, North Pacific right whale, ringed seal, Steller sea lion, beluga whale, gray whale, harbor porpoise, killer whale, minke whale, northern fur seal, ribbon seal, spotted seal, Pacific walrus, and polar bear. All of these animals are managed under the Marine Mammal Protection Act and a subset of these animals are also protected under the Endangered Species Act. Activities within the lease area may require authorization from the National Marine Fisheries Service (NMFS) and/or the U.S. Fish and Wildlife Service (USFWS). For NMFS consultation inquiries:* nmfs.pr1.apps@noaa.gov. *For polar bear and walrus information:* r7mmmregulatory@fws.gov *or call (907) 201-2034.*
    b. *Report marine mammal strandings as soon as possible. For any injured, entangled, or dead marine mammal, contact the NOAA Fisheries Alaska Statewide 24-hour Stranding Hotline: (877) 925-7773*
    c. *If the lessee documents any negative marine mammal interactions, we request to be kept informed. Please direct any relevant information to Alaska Department of Fish and Game Marine Mammal Program at* dfg.dwc.mmcomments@alaska.gov.
    d. *To reduce risks:*
        i. *Keep lines used to tether vessels taut and out of the water whenever possible to reduce the risk of entanglement. In addition, the project proponent should secure all ropes, nets, and other marine mammal entanglement hazards so they cannot enter marine waters.*
        ii. *Consistent with AS 46.06.080, trash should be disposed of in accordance with state law. Food waste should also be properly disposed of to avoid attracting marine mammals to the area. The project proponent should ensure that all closed loops (e.g., packing straps, rings, bands, etc.) are cut prior to disposal to reduce the risk of entanglement.*
        iii. *Store fuel securely to prevent entry into the marine environment. A spill kit should be kept on-site for any potential spills.*
3. *Activities at the facility must not interfere with public access to state waters.*

Additionally, ADF&G requested a copy of the lease decision document when the decision document is issued.

Response: DMLW acknowledges the comment. The comment has been forwarded to the applicant. DMLW recommends that Vitus Terminals adhere to ADF&G's comments. DMLW will provide a copy of the decision document to ADF&G.

Agency: DOT&PF had no objections to the proposed lease.

Response: DMLW acknowledges the comment.

Discussion

Vitus Terminals, LLC has requested a new tideland lease for 30 years. The lease site has been used for barge moorage and fuel transfer services since 1975. The existing tideland moorage structure was constructed on large boulders, with gravel fill and large riprap. Barges moor to this structure and transfer fuel via hoses to a fuel header located outside the tideland area. No hazardous materials will be stored within the lease site. The development plan provided by the applicant does not indicate any changes to current operations at this site.

Vitus Terminals owns the uplands adjacent to the lease site. Structures, including a "tank farm," exist on the privately owned uplands adjacent to the lease site. The tank farm has been out of service since 2011 and the applicant has no plans to restore the tank farm into service. The tanks on site have been cleaned according to industry standards and remain clean and hydrocarbon free. The applicant must contact the appropriate agencies prior to improvements, including DMLW, if the tank farm returns to service.

Vitus Terminals, LLC does not have a current Oil Spill Prevention and Contingency Plan; however, the applicant had adequate proof of financial responsibility and contingency for environmental contamination by maintaining a comprehensive general liability and pollution liability insurances throughout the term of ADL 417461.

The proposed lease will be subject to the terms of DMLW's standard lease document effective at the time the lease is signed. The current standard lease document is available for review upon request. The lease will also be subject to additional stipulations based, in part, upon the following considerations.

Development Plan

The Development Plan (DP) attached to this decision (Attachment B) is under consideration by DMLW. Should the proposed lease be granted, it is anticipated that the DP will need to be updated throughout the life of the lease as activities and/or infrastructure are added or subtracted. All updates must be approved, in writing, by DMLW before any construction, deconstruction, replacement of infrastructure, or change in activity will be authorized. DMLW reserves the right to require additional agency review and/or public notice for changes that are deemed by DMLW to be beyond the scope of this decision.

Performance Guaranty
In accordance with AS 38.05.035 and AS 38.05.860, the applicant will be required to submit performance guaranties for the lease to incentivize performance of the conditions of the EA (if applicable) and the lease and to provide a mechanism for the state to ensure that the lessee shares in financial burden in the event of noncompliance for site cleanup, restoration and any associated costs after termination or expiration of the leases; one of the following bonds ($1,000 Performance Guaranty with Pollution Liability Insurance, or $2.5 million [$2,500,000] Performance Guaranty) will be required.

$1,000 Performance Guaranty with Pollution Liability Insurance Performance guaranties provide a means to pay for corrective action if the lessee fails to comply with the lease requirements. In accordance with AS 38.05.035(a)(4), the applicant will be required to submit a performance guaranty. The amount of the performance guaranty is based on the scope and the nature of the activity and the potential cost of restoring the site. Performance guaranties are subject to periodic adjustments being made during the term of the authorization to address increases or decreases in the costs of rectifying problems and rehabilitating state land due to inflation, changes in the level or nature of development, or other appropriate factors.

The Lessee must post a performance guaranty in the amount of $1,000.00 and obtain a pollution liability insurance policy to secure faithful performance with all terms and condition of the lease and to ensure site restoration of the leasehold. The performance guarantee and pollution liability insurance policy must remain in effect for the duration of the lease term or until released in writing by the AO.

Failure by the Lessee to provide replacement security, upon notice of non-renewal of an existing form of security, shall be grounds for the AO to make a claim upon the existing security to protect the Lessor's interests.

The guaranty amount will be subject to periodic adjustments and may be adjusted upon approval of any amendments to the lease, assignments, re-appraisals, changes in the development plan, approval of a reclamation plan, any change in the activities conducted or performance of operations conducted on the leased premises and as a result of any violations to the lease agreement.

The guaranty may be utilized by the AO 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 and/or other stipulations contained in the lease agreement. If the Lessee fails to perform the obligations under the lease agreement within a reasonable timeframe, the AO 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 reasonable incurred by the State of Alaska as a result of the failure of the Lessee to comply with the terms and conditions of the lease agreement. The provisions of these authorizations shall not prejudice the State's right to obtain a remedy under any law or regulation.

The performance guaranty will be released upon expiration of the lease provided that all terms and conditions of the lease have been met, including complete removal and restoration of the leased area leaving the site in a safe and clean condition.

$2.5 million ($2,500,000) Performance Guaranty Performance guaranties provide a means to pay for corrective action if the lessee fails to comply with the lease requirements. In accordance with AS 38.05.035(a)(4), the applicant will be required to submit a performance guaranty. The amount of the performance guaranty is based on the scope and the nature of the activity and the potential cost of restoring the site. Performance guaranties are subject to periodic adjustments being made during the term of the authorization to address increases or decreases in the costs of rectifying problems and rehabilitating state land due to inflation, changes in the level or nature of development, or other appropriate factors.

The Lessee must post a performance guaranty in the amount of $2.5 million ($2,500,000) to secure faithful performance with all terms and condition of the lease and to ensure site restoration of the leasehold. The performance guarantee must remain in effect for the duration of the lease term or until released in writing by the AO.

Failure by the Lessee to provide replacement security, upon notice of non-renewal of an existing form of security, shall be grounds for the AO to make a claim upon the existing security to protect the Lessor's interests.

The guaranty amount will be subject to periodic adjustments and may be adjusted upon approval of any amendments to the lease, assignments, re-appraisals, changes in the development plan, approval of a reclamation plan, any change in the activities conducted or performance of operations conducted on the leased premises and as a result of any violations to the lease agreement.

The guaranty may be utilized by the AO 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 and/or other stipulations contained in the lease agreement. If the Lessee fails to perform the obligations under the lease agreement within a reasonable timeframe, the AO 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 reasonable incurred by the State of Alaska as a result of the failure of the Lessee to comply with the terms and conditions of the lease agreement. The provisions of these authorizations shall not prejudice the State's right to obtain a remedy under any law or regulation.

The performance guaranty will be released upon expiration of the lease provided that all terms and conditions of the lease have been met, including complete removal and restoration of the leased area leaving the site in a safe and clean condition.

Reclamation Bond

The State will reserve the right to require a reclamation bond due to noncompliance issues during the term of the lease or near the end of the life of the project.

Insurance

To protect the State from liability associated with the use of the site, the applicant shall provide and maintain a comprehensive general liability insurance policy with the State of Alaska named as an additional insured party per the stipulations of the authorization. Additionally, if the applicant is unable to, or does not obtain, a $2.5 million ($2,500,000) performance guaranty, the applicant shall provide, in addition to the comprehensive general liability insurance policy, an environmental liability insurance policy with the State of Alaska named as an additional insured party per the stipulations of the authorization. The applicant shall secure or purchase at its own expense and maintain in force at all times during the term of this lease, liability coverage and limits consistent with what is professionally recommended as adequate to protect the applicant and the State, its officers, agents and employees from the liability exposures of all the insured’s operations on state land. The insurance requirement may be adjusted periodically.

Survey

This lease is for Alaska Tideland Survey (ATS) 1665, filed with the Cape Nome Recording District in 2010 as Plat 2010-15.

Compensation and Appraisal

A Minimum Rent Determination for the proposed leasehold was completed on July 14, 2026. In accordance with AS 38.05.840(b), the applicant will not be required to provide an appraisal before lease issuance, and the proposed lease annual fee will be $1,000.00. Furthermore, 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.

Subleases

Subleasing is permissible through AS 38.05.095, if the proposed lease is approved. A sublease is defined to include any lease, rental, storage, or accommodation agreement between the Lessee and another individual, business or corporation utilizing or benefiting from the lease parcel. Sublessee shall be defined to mean any individual or business entity executing an agreement, as above, with the Lessee. A sublease pertaining to the proposed lease includes but is not limited to, user agreements, license agreements, communication site agreements, or any contracts between the lessee and other commercial entities. All potential subleases must first be approved in writing by

DMLW. DMLW may conduct further agency review and/or public notice before making a determination on the appropriateness of the proposed sublease. The sublease fee will be 25% of the annual fee paid to the lessee by the sublessee. All sublessees and activities must meet the statutory qualifications under which this original lease was issued.

Assignment
The proposed lease, if issued, may be assigned to another individual or corporation only with written approval from the State of Alaska. A lease will not be assigned to an entity if that entity does not meet the statutory qualifications or requirements of the lease, or if the lessee is considered not to be in "good standing" with this or any other agency authorization.

Reclamation
In accordance with AS 38.05.090(b), all lessees must restore their lease sites to a "good and marketable condition" within 120 days after termination of the lease. What level of reclamation constitutes as being "good and marketable" is at the discretion of DMLW. DMLW reserves the right to require a reclamation bond due to non-compliance issues during the term of the lease or near the end of the life of the project.

Public Notice
Pursuant to AS 38.05.945, this PD will be noticed for a 30-day public comment period**,** starting on July 22, 2026. The Saint Michael and Stebbins post offices located near the proposed leasehold will be requested to post the notice pursuant to AS 38.05.945(b)(3)(C). The notice will also be posted on the State of Alaska Online Public Notice website pursuant to AS 38.05.945(b)(3)(B) located at:
https://aws.state.ak.us/OnlinePublicNotices/Default.aspx.

The public is invited to comment on this PD. All comments received during the public comment period will be considered in the FFD. A copy of the FFD, along with instructions on filing an appeal, will be sent to all persons who comment on the PD. If public comments result in significant changes to the PD, additional public notice may be given.

In accordance with AS 38.05.946, the city of Saint Michael is a municipality or a corporation entitled to receive notice under AS 38.05.945(c), and may hold a hearing within 30 days after the receipt of the notice.

To be eligible to appeal, a person affected by the FFD must provide written comments during the public comment period.

Written comments about this project must be received in this office no later than 11:59 PM on August 25, 2026 to be considered.

To submit comments please choose one of the following methods:

Mail: Department of Natural Resources
Division of Mining, Land and Water
Northern Regional Land Office
ATTN: *Megan Byers*
550 west 7th Avenue, Suite 900C
Anchorage, AK 99501
Email: megan.byers@alaska.gov
Fax: (907) 269-8913

DNR-DMLW complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services or special modifications to comment should contact Alaska Relay at 711 or 1-800-770-8973 for TTY services.

Signature page follows.

Recommendation
DMLW has completed a review of the information provided by the applicant, examined the relevant land management documents, agency comments, and land ownership, and has found that this project is consistent with all applicable statutes and regulations. DMLW considered both direct and indirect benefits to the State. DNR finds granting of the proposed lease provides the greatest benefit to the State.

I recommend proceeding to public notice for the purpose of providing the members of the public and those entities identified in AS 38.05.945 an opportunity to review and submit comments.

July 23, 2026

Megan Byers, Natural Resource Specialist 3 Date

Preliminary Decision
It is the determination of the Division of Mining, Land and Water that it may be in the State's best interest to issue a tidelands lease for 30 years to the applicant, as described above. This Preliminary Decision shall now proceed to public notice.

AJ Wait 7/23/2026

AJ Wait, Natural Resource Manager 2 Date
Northern Regional Land Office, Division of Mining, Land and Water

Attachments
- Attachment A – Map
- Attachment B – Development Plan
- Attachment C – Sample Lease
- Attachment D – Sample Additional Stipulations