



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Anchorage Field Office  
4700 BLM Road  
Anchorage, Alaska 99507-2546  
<http://www.blm.gov/ak>

MAR 17 2009  
APR 17 2009

In Reply Refer To:  
2740 (AKA013)  
AA-091143

**CERTIFIED MAIL 7008 1140 0000 9031 8813**  
**RETURN RECEIPT REQUESTED**

## DECISION

Alaska Department of Fish and Game :  
P.O. Box 115526 :  
Juneau, Alaska, 99811-5526 US :

AA-091143  
R&PP Lease

## LEASE OFFERED

Dear Lessee,

By application received February 2, 2009, the State of Alaska, Department of Fish and Game (ADF&G) requested that the following described land be classified for lease pursuant to the Recreation and Public Purposes Act (R&PP):

A parcel of land located within Section 9, Township 13 North, Range 3 West, Seward Meridian, Anchorage Recording District, Municipality of Anchorage, Third Judicial District, State of Alaska, and more particularly described as follows;

Commencing at the Southwest 1/16 corner of Sec. 9, marked with a brass plug monument; thence N 00°15'13"W along the West boundary of Elmendorf Air Force Base, common with the East Right-of-Way line of Reeve Boulevard a distance of 260.50 feet to the TRUE POINT OF BEGINNING; Thence continuing N 00°15'13" W along said boundary a distance of 877.59 feet to a point that is 60 feet perpendicular to the centerline of Post Road; Thence N 57°18'54" E along a line parallel with and 60 feet offset from the centerline of Post Road extended a distance of 827.84 feet; Thence S 33°30'14" E a distance of 324.80 feet to the Ordinary High Water (OHW) line of Ship Creek; Thence S 07°39'58" W along the OHW line a distance of 64.60 feet; Thence S 66°11'25" E along the OHW line a distance of 50.60 feet; Thence S 05°27'04" W along the OHW line a distance of 34.17 feet; Thence S 36°49'04" W along the OHW line a distance of 60.00 feet; Thence S 69°14'37" W along the OHW line a distance of 166.18 feet; Thence S 43°08'56" W along the OHW line a distance of 209.29 feet; Thence S 20°51'56" W along the OHW line a distance of 284.93 feet; Thence S 11°18'55" W

along the OHW line a distance of 222.82 feet; Thence S 22°02'25" W along the OHW line a distance of 63.34 feet; Thence S 63°58'58" W along the OHW line a distance of 104.51 feet; Thence S 74°23'01" W along the OHW line a distance of 321.07 feet to the TRUE POINT OF BEGINNING.

The land has been classified as suitable for R&PP purposes. Namely, the area has been approved as a fish hatchery for rearing fry in support of the ADF&G – Sport Fisheries Program. A twenty-five (25) year lease with option for renewal is offered, subject to the terms and conditions specified in the enclosed lease forms.

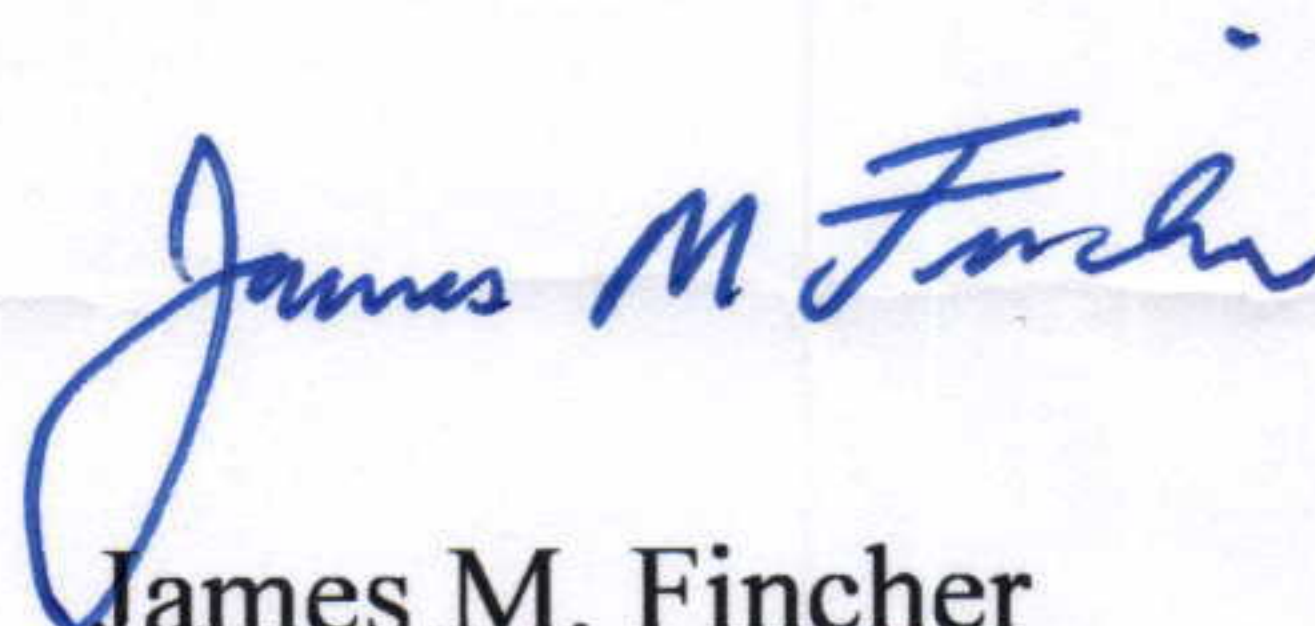
This lease as offered will supersede all existing leases, right-of-ways (ROW), and temporary use permits filed with the BLM – Anchorage Field Office (AFO). This lease will be the primary authorization for all current and future activities associated with the ADF&G - Elmendorf Air Force Base Fish Hatchery, Case File # AA-091143. Once signed, the lease will terminate the following authorizations currently active with the AFO:

Temporary Use Permit #AA-085927  
Temporary Use Permit #AA-090826  
Recreation and Public Purposes Lease #AA-009596

If you concur, the enclosed lease forms are to be signed by an authorized State official, and returned within thirty (30) days from receipt of this decision. As per an ADF&G request to remit rental for the term of the lease, payment of \$750.00 advance annual rental (\$2.00/acre x  $\approx$  15 acres x 25 year lease term = \$750.00) must accompany the signed lease forms. A copy of the executed lease will be returned to you. Failure to comply may result in the issuance of a decision rejecting your application.

If you have any questions, please contact Harrison Griffin at the BLM – AFO 907-267-1252.

Sincerely,



James M. Fincher  
Field Manager

Enclosures



# United States Department of the Interior



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In Reply Refer To:  
2740 (AKA013)  
AA-091143

APR 17 2009

**CERTIFIED MAIL 7008 1140 0000 9031 8837**  
**RETURN RECEIPT REQUESTED**

## **DECISION** **Recreation and Public Purpose (R&PP) Lease Issued**

Alaska Department of Fish and Game	:	AA -091143
Attn: Mr. John White	:	R&PP Lease
P.O. Box 115526	:	
Juneau, Alaska 99518-5526	:	

Dear Mr. White:

This letter advises you that we are issuing a Recreation and Public Purposes (R&PP) twenty-five (25) year lease for the development and operation of a fish hatchery on Elmendorf Air Force Base, and how you may appeal our decision if you disagree.

### **Recreation and Public Purposes Lease Issued**

Enclosed is a signed copy of your R&PP lease, serial number AA-091143, which allows for the activities, outlined within the lease to take place. The R&PP lease was signed and approved by the Bureau of Land Management on April 17th, 2009.

Under the R&PP Act Special Pricing Program, Alaska Department of Fish and Game (ADF&G) is required to pay rent at \$2.00/acre. As per an ADF&G request to remit rental for the term of the lease, the amount of \$750.00 ( $\$2.00/\text{acre} \times \approx 15 \text{ acres} \times 25 \text{ year lease term} = \$750.00$ ) has been paid in full as of April 17<sup>th</sup>, 2009. ADF&G is exempt from paying processing and monitoring fees under 43 CFR 2912.1-1(d). Therefore, no processing and/or monitoring fees will be assessed.

### **How to Appeal This Decision<sup>1</sup>**

If you believe this decision is in error, you may file an appeal with the Interior Board of Land Appeals (Board), Office of the Secretary, within thirty (30) days of your receipt of this decision. In deciding whether to file an appeal, you have the burden of showing this decision is in error.

If you decide to file an appeal, you must carefully follow the procedure described on the enclosed Form 1842-1. If you don't file your appeal at the locations specified on the form within thirty (30) days, the Board may dismiss your appeal as untimely without considering its merits. Be sure to send a copy of your notice of appeal to each party named in this decision and to all of the addresses on the enclosed Form 1842-1.

### **How to Obtain a Stay of This Decision While Your Appeal is Pending<sup>2</sup>**

You may also ask the Board to stay or suspend the effect of this decision while your appeal is pending. If you desire a stay, you must enclose your request for a stay with your notice of appeal. You have the burden of showing a stay is justified.

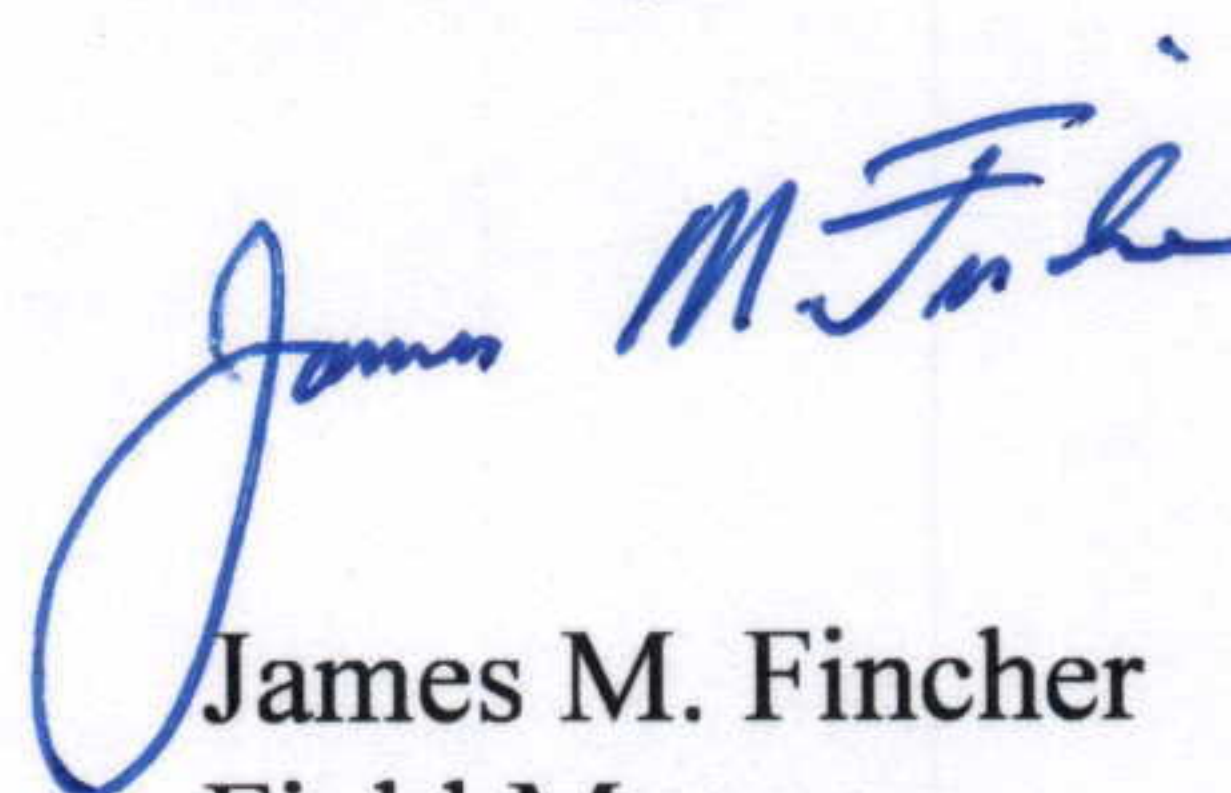
The Board will lease a stay only if you provide sufficient justification based on the following standards:

- A. The relative harm to the parties if the Board leases or denies the stay,
- B. The likelihood of the success of your appeal on its merits,
- C. The likelihood of immediate and irreparable harm if the Board doesn't lease the stay, and
- D. Whether the public interest favors leasing a stay.

### **If You Have Any Questions**

If you have any questions about this decision, please write us or contact Harrison Griffin at 907-267-1210.

Sincerely,



James M. Fincher  
Field Manager

Enclosures

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<sup>1</sup>43 Code of Federal Regulations Parts 4 and 4.413

<sup>2</sup>43 Code of Federal Regulations Parts 4.21 or 2804.1

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS**

**DO NOT APPEAL UNLESS**

1. This decision is adverse to you,  
AND
2. You believe it is incorrect

**IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED**

**1. NOTICE OF APPEAL.....**

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

**2. WHERE TO FILE**

NOTICE OF APPEAL.....

WITH COPY TO SOLICITOR...

**3. STATEMENT OF REASONS**

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO SOLICITOR.....

**4. ADVERSE PARTIES.....**

Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (43 CFR 4.413).

**5. PROOF OF SERVICE.....**

Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (43 CFR 4.401(c)).

**6. REQUEST FOR STAY.....**

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a *Notice of Appeal* (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your *Notice of Appeal* (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and Petition for a Stay **must** also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

**Standards for Obtaining a Stay.** Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that **all** communications are identified by serial number of the case being appealed.

**NOTE:** A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

### 43 CFR SUBPART 1821--GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Washington, D.C. and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

#### STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office ----- Alaska  
Arizona State Office ----- Arizona  
California State Office ----- California  
Colorado State Office ----- Colorado  
Eastern States Office ----- Arkansas, Iowa, Louisiana, Minnesota, Missouri  
and, all States east of the Mississippi River  
Idaho State Office ----- Idaho  
Montana State Office ----- Montana, North Dakota and South Dakota  
Nevada State Office ----- Nevada  
New Mexico State Office ---- New Mexico, Kansas, Oklahoma and Texas  
Oregon State Office ----- Oregon and Washington  
Utah State Office ----- Utah  
Wyoming State Office ----- Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Washington Office, Bureau of Land Management, 1849 C Street, NW, Washington, DC 20240.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial Number

AA-091143

**RECREATION OR PUBLIC PURPOSES LEASE**

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this **17th** day of **April**, 20 **09**, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

**State of Alaska - Department of Fish and Game**  
**Division of Sport Fisheries**  
**333 Raspberry Road**  
**Anchorage, Alaska 99502**

, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

**Section 9, Township 13 North, Range 3 West, Seward Meridian further described as follows; Commencing at the Southwest 1/16 corner of Sec. 9, marked with a brass plug monument; thence N 00°15'13"W along the West boundary of Elmendorf Air Force Base, common with the East Right-of-Way line of Reeve Boulevard a distance of 260.50 feet to the TRUE POINT OF BEGINNING; Thence continuing N 00°15'13" W along said boundary a distance of 877.59 feet to a point that is 60 feet perpendicular to the centerline of Post Road; Thence N 57°18'54" E along a line parallel with and 60 feet offset from the centerline of Post Road extended a distance of 827.84 feet; Thence S 33°30'14" E a distance of 324.80 feet to the Ordinary High Water (OHW) line of Ship Creek; Thence S 07°39'58" W along the OHW line a distance of 64.60 feet; Thence S 66°11'25" E along the OHW line a distance of 50.60 feet; Thence S 05°27'04" W along the OHW line a distance of 34.17 feet; Thence S 36°49'04" W along the OHW line a distance of 60.00 feet; Thence S 69°14'37" W along the OHW line a distance of 166.18 feet; Thence S 43°08'56" W along the OHW line a distance of 209.29 feet; Thence S 20°51'56" W along the OHW line a distance of 284.93 feet; Thence S 11°18'55" W along the OHW line a distance of 222.82 feet; Thence S 22°02'25" W along the OHW line a distance of 63.34 feet; Thence S 63°58'58" W along the OHW line a distance of 104.51 feet; Thence S 74°23'01" W along the OHW line a distance of 321.07 feet to the TRUE POINT OF BEGINNING.**

containing **14.76** acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of **25** years, the rental to be \$ **30.00** per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

**A salmon and trout hatchery and rearing facility (Attachment A - Facility Site Map).**

**\*ADF&G wishes to pay the full rental amount of \$750.00 (\$2.00 x appx. 15ac x 25 year lease term = \$750.00) at the time of the lease signing.**

**\*\*BLM requires that the lessee submit an approved copy of their Elmendorf Air Force Base - Hatchery Management Plan (EAFB - HMP) prior to commencing facility operations in 2011 as per 43 CFR 2741.4(b). This plan should include the proposed funding for the operation of the facility, and demonstrate how current and future operations on BLM leased lands will be managed after site development has been completed. Prior to receipt of a final EAFB - HMP, an annual update documenting specific progress toward completing the EAFB - HMP should be submitted no later than December 31 of each calendar year. Failure to submit an annual update, or the final EAFB - HMP may result in the termination of the lease, or an adjustment of the annual rental under the Bureau's special pricing program (Attachment C Supplemental).**

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

**Development Plan, and EAFB - HMP, attached to the application dated 2/2/2009 (Attachments B & C).**

and approved by an authorized officer on **02/13/2009** or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 2 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

**Sec. 5. Equal Opportunity Clause.** Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

**Sec. 6. Equal Access Clause.** Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

**Sec. 7.** The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

**Sec. 8.** The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

**This lease as offered will supersede all existing leases, right-of-ways, and temporary use permits filed with the BLM – Anchorage Field Office. This lease will be the primary authorization for all current and future activities associated with the Alaska Department of Fish and Game - Elmendorf Air Force Base Fish Hatchery, Case File # AA-91143. Once signed, the lease will terminate the following authorizations currently active with the Anchorage Field Office:**

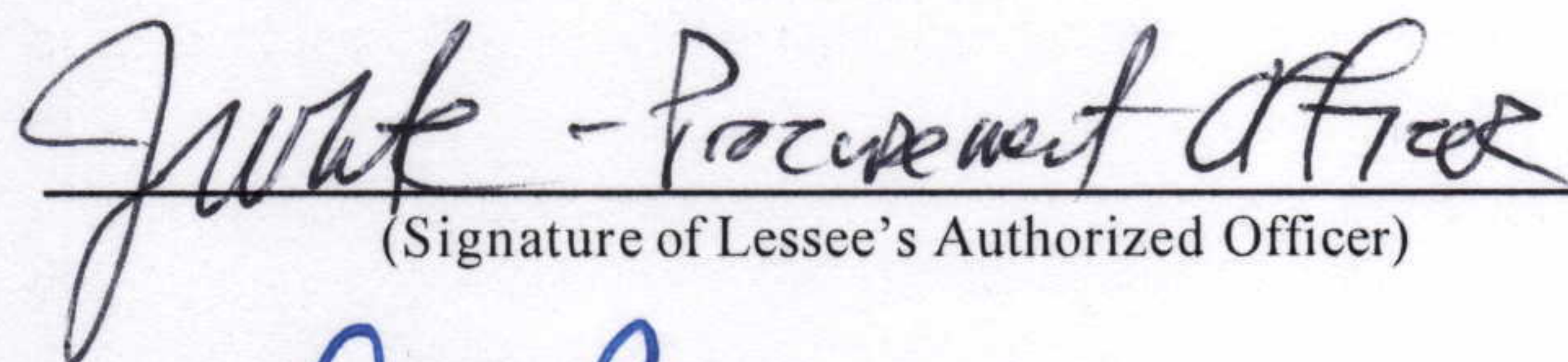
**Temporary Use Permit #AA-85927, Temporary Use Permit #AA-90826, Recreation and Public Purposes Lease #AA-9596. ADF&G will also adhere to and follow all terms and conditions outlined in Attachments D, E & F. Noncompliance may cause the lease to terminate.**


and which are made a part hereof.

**Sec. 9.** No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

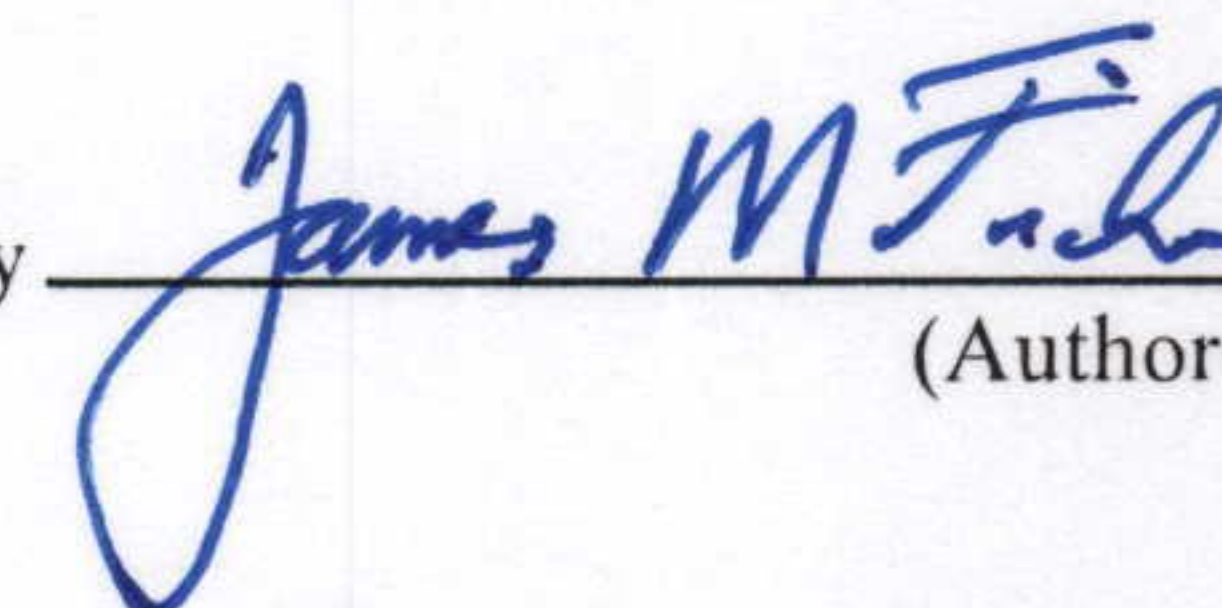
IN WITNESS WHEREOF:

  
\_\_\_\_\_  
(Signature of Lessee's Authorized Officer)

  
\_\_\_\_\_  
(Signature of Witness)

04/17/2009  
\_\_\_\_\_  
(Date)

THE UNITED STATES OF AMERICA

By   
\_\_\_\_\_  
(Authorized Officer)

Fish Manager  
\_\_\_\_\_  
(Title)

4/17/2009  
\_\_\_\_\_  
(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.