

COOPERATIVE RESOURCE MANAGEMENT AGREEMENT

between

THE CITY AND BOROUGH OF SITKA

and

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINING, LAND AND WATER

ADL #####

BARANOF LAKE TRAIL & WARM SPRINGS BAY DOCK

This Agreement is made and entered into this ____ day of October, 2025, between the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water, whose address is 400 Willoughby Avenue, Suite 400, Juneau, AK 99801 (hereinafter referred to as the "State") and the City and Borough of Sitka, 100 Lincoln Street, Sitka, AK 99835 (hereinafter referred to as the "City and Borough").

The City and Borough does hereby agree to manage commercial uses of the Baranof Lake Trail, and the State does hereby agree to manage the reserved interest in land in accordance with the following terms (hereinafter referred to as Agreement). Additionally, the State chooses to transfer management authority previously captured under ADL 108337 for lands described as ATS 261, Section 19, T 55 S, R 67 E, CRM to the City and Borough.

I. PURPOSE OF AGREEMENT

The State established the Special Use Designation (SUD) for the Baranof Lake Trail serialized under ADL 106378, on June 26, 1997. This SUD requires “*regulating commercial guiding activities in this intensive use area by requiring any, or combinations of, the following: Land Use Permits, Leases, User Fees, Access Restrictions, etc.*” for all state uplands within 30 feet each side of the centerline of the existing Baranof Lake Trail as shown in Attachment A.

The Department of Transportation and Public Facilities (DOT&PF) constructed the dock in Warm Springs Bay, authorized by the State in an Interagency Land Management Assignment (ILMA), serialized under ADL 108337. In 2017, DOT&PF transferred ownership of the dock to the City and Borough. The ILMA was not

transferred to the City & Borough, so the State closed DOT&PF's ILMA on May 13, 2025, which has resulted in an unauthorized dock on State land.

The City and Borough requires a permit for commercial recreational use of its dock in Warm Springs Bay, which is primarily used to access the Baranof Lake Trail. This creates a system that requires two permits for a singular activity. These overlapping permitting systems increase cost for operators, add complexity to the permitting process, and increase administrative burden.

This Agreement is meant to address these issues by giving the City and Borough management authority for commercial recreation on the Baranof Lake Trail, and by providing State authorization for the dock in Warm Springs Bay owned by the City and Borough. This satisfies the requirement of the SUD by superseding the State's permit with the City and Borough's permit.

II. AUTHORITY:

This Agreement is entered into under the authority of AS 38.05.027.

III. LEGAL DESCRIPTION:

Baranof Lake Trail:

All state uplands within 30 feet each side of the centerline of the existing Baranof Lake Trail, said lands lying within Section 24, T 55 S, R 66 E, CRM.

Warm Springs Bay Dock:

ATS 261, Section 19, T 55 S, R 67 E, CRM in Warm Springs Bay.

IV. MANAGEMENT INTENT:

Baranof Lake Trail:

To manage commercial recreational uses on the Baranof Lake Trail in concert with the City and Borough for the purpose of preventing resource damage, unsanitary conditions, and potential public safety problems from occurring on land interests reserved by the State. The management authority granted allows the City and

Borough to issue commercial recreational use permits, conduct maintenance, and construct improvements. The management authority includes the right to manage commercial use of the trail system, including via third-party agreements and contracts.

Warm Springs Bay Dock:

To allow for the placement and maintenance of a dock as described in Attachment B for the purpose of facilitating upland access.

V. CITY AND BOROUGH RESPONSIBILITIES:

- 1) Under this Agreement, the City and Borough may authorize third party agreements and contracts for management of commercial recreational activities within the described area that adhere with the SUD.
- 2) The City and Borough may authorize and collect appropriate fees for any commercial use of the Baranof Lake Trail. Written authorization from the City and Borough shall be a prerequisite for such commercial use.
- 3) The City and Borough may enter into separate agreements for maintenance or maintenance related purposes, provided that they support the primary purpose of the respective site referred to in General Provision 1 and do not conflict with authorizations.
- 4) The City and Borough shall ensure all agreements, licenses, and other permits necessary to the performance under this agreement are acquired and maintained in good standing.
- 5) The City and Borough shall include, in any third-party authorizations, stipulations designed to prevent site and water contamination from hazardous or potentially hazardous materials and may require performance bonds in an amount commensurate with the scope and intensity of site use, including site clean-up.
- 6) The City and Borough assumes all responsibility, risk and liability for its activities and those of its agents, employees, contractors, subcontractors,

licensees, or invitees, directly or indirectly related to this agreement, including environmental and hazardous substance risk and liability, whether accruing during or after the term of the Agreement. The City and Borough shall defend, indemnify, and hold harmless the State of Alaska, its agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission under this agreement by the City and Borough, its agents or employees, contractors, subcontractors, licensees, or invitees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or a person acting on the State's behalf. Within 15 days, the City and Borough shall accept any such cause, action or proceeding upon tender by the State. This indemnification shall survive the termination of this agreement and shall hold the State harmless for any unsafe or hazardous conditions occurring on State land interests defined in this Agreement with the City and Borough.

- 7) All actions taken by the City and Borough under this Agreement shall comply with all applicable statutes, ordinances, rules, regulations and the provisions of this Agreement.
- 8) The City and Borough shall share with the State reports of third-party agreements, licenses or other permits issued at least once annually.
- 9) The City and Borough shall not make improvements or modifications to the existing Warm Springs Bay Dock that changes the footprint or character of the structure without written approval from the State. The State may request supporting materials and deliverables as deemed applicable.

VI. STATE RESPONSIBILITIES:

- 1) The State shall have exclusive rights to the management and issuance of authorizations related to water rights and water lines within the described area of the Baranof Lake Trail without approval from the City and Borough.
- 2) The State may issue additional authorizations for all state uplands within 30 feet each side of the centerline of the existing Baranof Lake Trail that do not

conflict with the primary purpose defined in General Provision 1.

- 3) The State shall work in cooperation with the City and Borough, user groups, the community, and local landowners to facilitate the City and Borough's goals for this trail and adherence to the SUD.

VII. SHARED RESPONSIBILITIES:

- 1) If changes or restrictions to management of the Baranof Lake Trail are being considered, then a public request for information will be conducted by both the City and Borough and State.
- 2) Either party may enter into separate agreements for maintenance or related purposes for the Baranof Lake Trail, provided that they support the primary purpose of the site.
- 3) Either party may undertake additional improvements to the Baranof Lake Trail provided the additional improvements do not diminish the sites' primary purpose.
- 4) Neither party shall assign, let, or sublet, either by grant or implication, the whole or any part of the sites without the written consent of the other party. The rights and responsibilities vested in each part by this agreement shall not be assigned without the written consent of the other party.
- 5) Agents and employees of each party shall act in an independent capacity and not as officers, employees, or agents of the other party in performance of this agreement.
- 6) Funding for major maintenance or repair of casualty damage of the Baranof Lake Trail will be negotiated on a case-by-case basis. Each party's share of such funding shall be contingent on the availability of funds.
- 7) Each party agrees that it will be responsible for its own acts and the results thereof, and neither party shall be responsible for the acts of the other party;

and each party agrees it will assume to itself risk and liability resulting in any manner under this agreement.

- 8) Each party will comply with all applicable laws, regulations, and statutes.
- 9) Policy and position announcements relating specifically to this cooperative agreement may be made only with the consent of both parties.

VIII. GENERAL PROVISIONS:

- 1) It is agreed that the primary purpose of the Warm Springs Bay Dock is for access to the uplands and the primary purpose of the Baranof Lake Trail is for both commercial and non-commercial recreational hiking. No changes in these uses shall be made nor shall the underlying lands of both sites be closed to the public without the mutual, written approval of the State and the City and Borough.
- 2) This agreement conveys no property interest from the State to the City and Borough. Ownership of the lands described remains with the State of Alaska.
- 3) Nothing in this agreement shall obligate either party to the expenditure of funds or future payments of money.
- 4) Nothing herein is intended to conflict with federal, state, or local laws, regulations, or statutes. If there is a conflict, then this agreement will be amended at the first opportunity to bring it into conformance with the conflicting law, regulation, or statute. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
- 5) Each person executing the Management Agreement purporting to bind a particular entity warrants that he or she has the authority to do so.

IX. TERM:

This agreement is entered into for five years and may be renewed.

X. TERMINATION / AMENDMENT:

Termination, or amendments, to this agreement may be proposed in writing by the State or the City and Borough at any time. Changes to the original agreement will become effective immediately upon written approval of both the State and City and Borough.

XI. NOTICES:

City and Borough of Sitka
Parks and Recreation Manager
100 Lincoln Street
Sitka, Alaska 99835

State of Alaska
Department of Natural Resources
Division of Mining, Land and Water
PO Box 111020
Juneau, Alaska 99811-1020

FOR THE ALASKA DEPARTMENT OF NATURAL RESOURCES:

Kaitlyn Raffier

Date

Southeast Regional Manager, Division of Mining, Land and Water

FOR THE CITY AND BOROUGH OF SITKA:

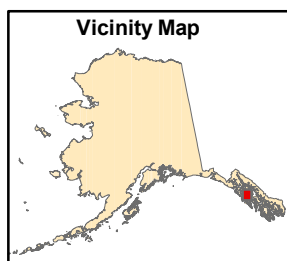
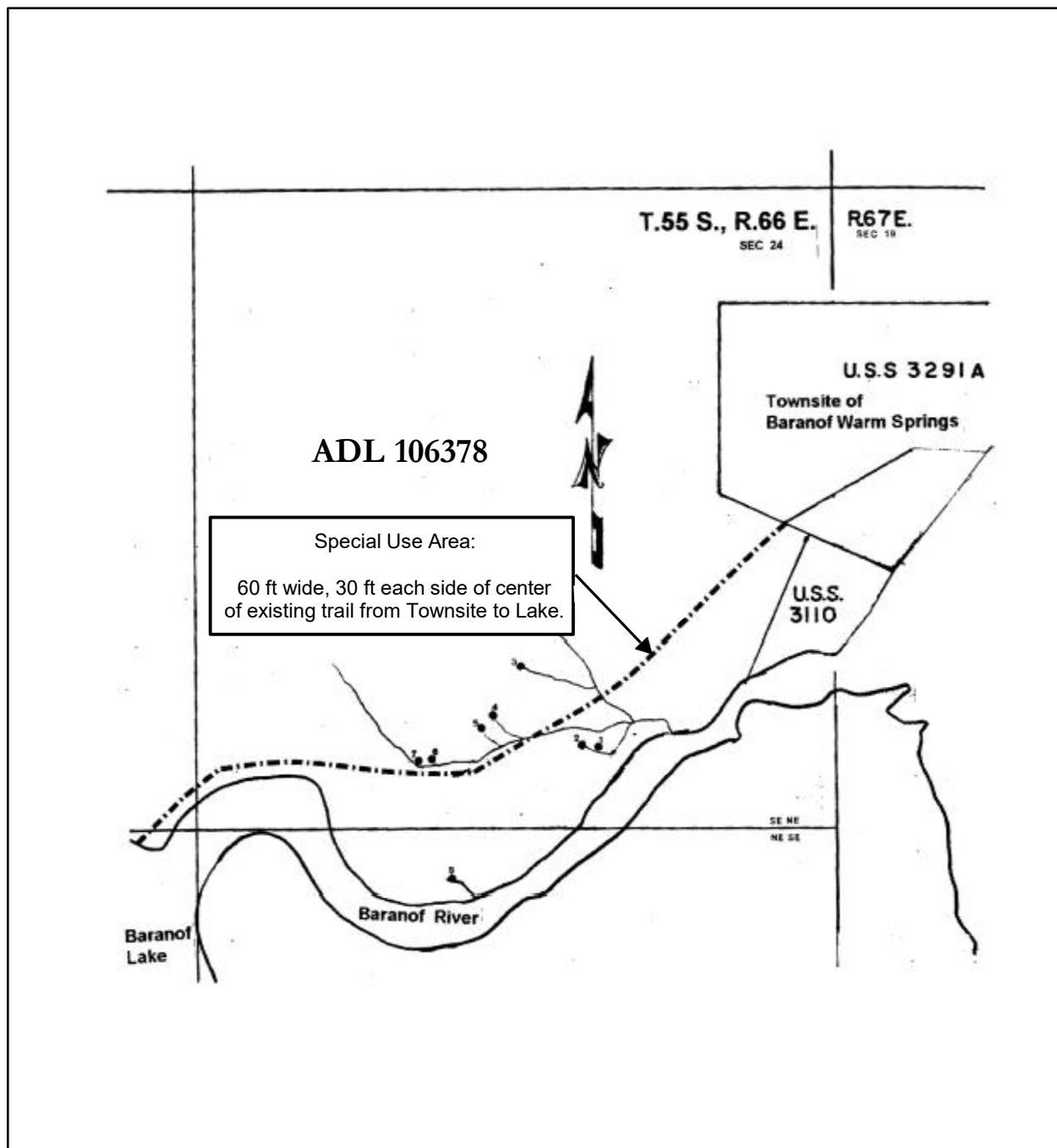
John Leach

Date

Municipal Administrator, City and Borough of Sitka

ATTACHMENT A

Baranof Lake Trail Special Use Area Authorized: June 26, 1997



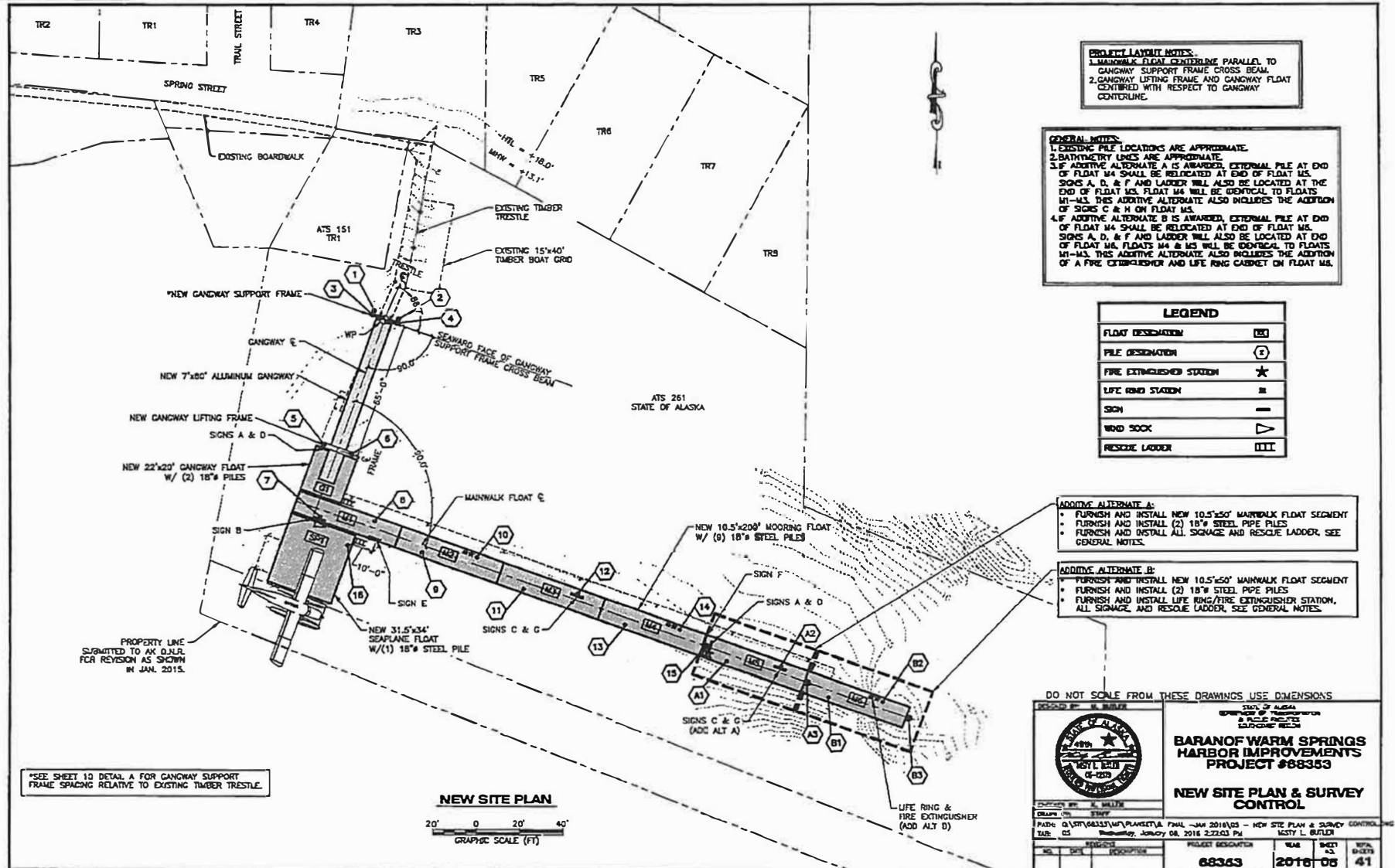
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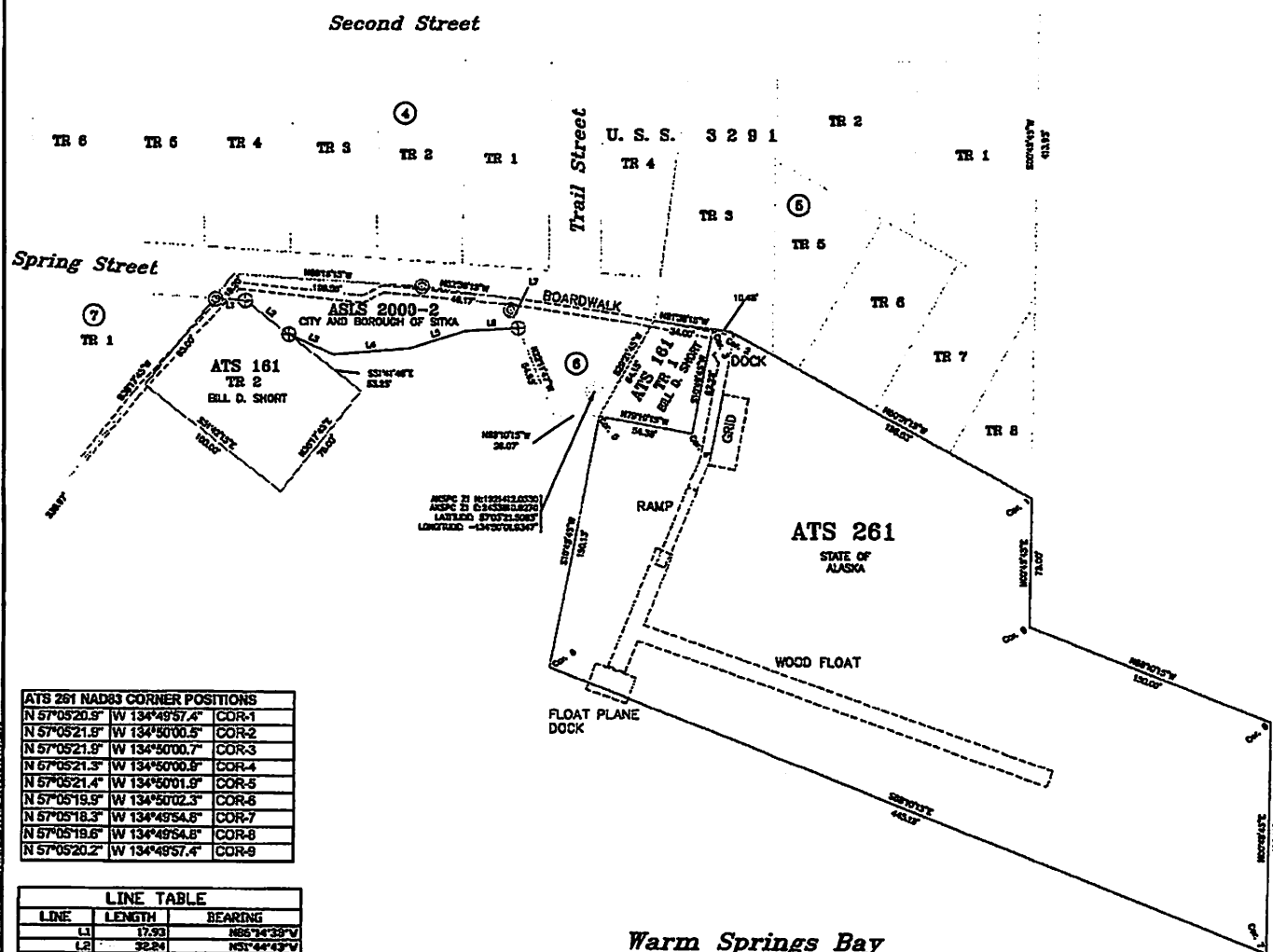
 Baranof Lake Trail



Map Created On October 16, 2002

Alaska Department
of Natural Resources
Division of Mining, Land & Water



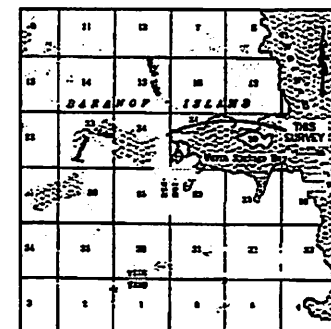


ATS 261 NAD83 CORNER POSITIONS

N 57°05'20.5" W	134°49'57.4"	COR-1
N 57°05'21.5" W	134°50'00.5"	COR-2
N 57°05'21.5" W	134°50'00.7"	COR-3
N 57°05'21.5" W	134°50'00.5"	COR-4
N 57°05'21.4" W	134°50'01.5"	COR-5
N 57°05'19.5" W	134°50'02.3"	COR-6
N 57°05'18.3" W	134°49'54.5"	COR-7
N 57°05'19.5" W	134°49'54.5"	COR-8
N 57°05'20.2" W	134°49'57.4"	COR-9

LINE TABLE

LINE	LENGTH	BEARING
L1	17.93	N66°14'35"W
L2	32.24	N51°44'43"W
L3	28.29	N65°23'02"W
L4	44.70	S83°11'01"W
L5	34.25	S72°05'44"W
L6	30.32	S85°38'27"W
L7	19.04	S82°05'32"E



VICINITY MAP

1" = 1 MILE

LEGEND

PRIMARY GPS CONTROL
MONUMENT SET THIS SURVEYSECONDARY MONUMENT
RECORDED THIS SURVEYPRIMARY MONUMENT
RECORDED THIS SURVEY

GENERAL NOTES

1. All bearings shown on these plans are old bearings as collected to NAD83 Alaska State Plane Zone 1 US Survey Feet.
 2. All distances shown on these plans have been reduced to horizontal field distances.
 3. Only record distances are shown as related to the State Plane Grid. Horizontal monument at top-1 of ADS2000-2 held for profile and record survey related to zone-7 of ADS2000-2. Resultant related was calculated 0.00000'.
 4. ATS 261 can be replaced by ADS 22862.
- Fieldwork conducted Dec. 3, 2008 by DUT/FF Survey Crew
Johnson, Colwell, Gremstad

Baranof Warm Springs
Boat Harbor
ATS 261

Preliminary Drawing Sheet

BARANOF	State of Alaska D.O.T./D.F. Southwest Region
OWNER	
DATE OF ALASKA	SCALE: 1" = 30'
DATE OF SURVEY	DATE: 12/2008 SHEET 1 OF 1