

STATEMENT OF INTENT
among
THE STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF MINING, LAND AND WATER
and
DIVISION OF FORESTRY,
and
The ALASKA MENTAL HEALTH TRUST LAND OFFICE,
and
The UNIVERSITY of ALASKA

This Statement of Intent (SOI) is hereby made and entered into by and between the State of Alaska, Department of Natural Resources, Division of Mining, Land and Water (DMLW), Division of Forestry (DOF), the Alaska Mental Health Trust Land Office (TLO) and the University of Alaska (UA) herein collectively referred to as the Alaska Forest Management Cooperative (AFMC).

I. PURPOSE

The purpose of this SOI is to document the parties' intention to cooperate in order to further their separate missions concerning their forest resources. The parties to this SOI hereby express their intent to establish a reciprocal relationship to share facilities that support forest resource management and to waive the collection of use fees that any party to this SOI could charge to any other party for land use, for access across another party's land, or for any associated use fees in connection with land and forest resource management by any of the parties, to the extent permitted by law. Examples of such cooperation include, without limitations, those lands listed in Exhibit 1, and those items and activities listed in Exhibit 2, attached hereto.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

DMLW, DOF, TLO and UA have comparable and complementary missions concerning forest resources, and each professionally manages extensive lands bordering on or in proximity to the other parties' lands. In carrying out their separate missions, DMLW, DOF, TLO and UA may often need to use another party's real property or services for access, staging, communications, or similar temporary activities, for which each affected party might normally charge a fee. The fees for which DMLW, DOF, TLO and UA could charge each other are acknowledged to be of similar magnitude, but assessing and collecting these fees from each of the other parties would require significant administrative work and costs by the affected parties.

DMLW, DOF, UA and TLO agree that it will be mutually beneficial, and in each party's own best interests and, in the case of the TLO, in the interests of the beneficiaries of the Alaska Mental Health Trust, and in the case of UA to the benefit of the Land Grant Trust

Fund (LGTF), to waive the collection of these fees in order to avoid the administrative costs, to save employee time for more productive activity, and to better facilitate their separate but complementary missions. Further, this SOI reflects the collaborative working relationship desired by AFMC.

III. PUBLIC PROCESS REQUIREMENT

DMLW, DOF, UA and TLO agree that each party will execute and comply with its own internal requirements and regulations for public process necessary before any waiver of fees or sharing of facilities is allowed.

IV. DECISIONAL DOCUMENT

DMLW, DOF, UA and TLO agree that each party will write its own decisional document related to this SOI, and will publish it for public review. The decisional document written by each party will address the rationale used to decide that the sharing of facilities and waiving of fees among DMLW, DOF, UA and TLO is in the best interest of that individual party.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. LAWS or REGULATIONS. Nothing in this SOI obligates any party to take or excuse any action that may be contrary to Federal or State of Alaska laws or regulations.
- B. LAND OWNERSHIP. Nothing in this SOI affects, alters or burdens the ownership of or title to any parcel or tract of land, or of any fixture to or item of property on any parcel or tract of land.
- C. PARTICIPATION in ACTIVITIES WITH OTHERS. This SOI in no way restricts DMLW, DOF, TLO or UA from participating in similar activities and memoranda of agreement with any other landowner that is not a party to this SOI.
- D. NON-BINDING AGREEMENT. This SOI creates no right, benefit or trust responsibility, substantive or procedural, enforceable at law or equity, by or on behalf of any of the parties to it. This SOI does not prevent each party from managing its lands, resources, and activities based on each party's individual legal or trust responsibilities. Nothing in this SOI authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among any two or more of the parties shall require the execution of separate agreements. The negotiation, execution and administration of all such agreements shall comply with all applicable laws. Nothing in this SOI shall alter, limit, or expand the parties' statutory, trust or regulatory authorities or obligations.

- E. TERMINATION. Any party, in writing, may revoke this SOI in whole or in part as to that party.
- F. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies its acceptance of this SOI, and certifies that the signer for each agency in this document is the authorized representative of that party, and who is authorized to act in matters related to, and within the scope of, this SOI.

IN WITNESS WHEREOF, the parties hereto have executed this SOI as of the last date written below, which shall be the effective date of this SOI.

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

DIRECTOR

DATE

ADDRESS

**STATE OF ALASKA, DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF FORESTRY (DOF)**

DIRECTOR

DATE

ADDRESS

ALASKA MENTAL HEALTH TRUST LAND OFFICE (TLO)

EXECUTIVE DIRECTOR

DATE

ADDRESS

UNIVERSITY OF ALASKA (UA)

ASSOCIATE VICE PRESIDENT, FLM

DATE

ADDRESS