



**LAND USE PERMIT  
AS 38.05.850**

**PERMIT # LAS 31771**

Travis/Peterson Environmental Consulting, Inc., herein known as the Permittee, is issued this permit authorizing the use of state land within:

**Legal Description:**

Milepost 56.5 of the Elliot Highway, within Section 6, Township 7 North, Range 3 West, Fairbanks Meridian.

**This permit is issued for the purpose of authorizing the following:**

The placement of two stockpiles within Master Material Site ADL 419650 (MS 680-110-2): one stockpile of clean material, and one stockpile of contaminated material associated with the cleanup of a diesel fuel spill at telecom amplifier site ADL 420183.

This permit is effective beginning **June 16, 2017** and ending **July 31** unless sooner terminated at the state's discretion. This permit does not convey an interest in state land and, as such, is revocable with or without cause. The department will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately. No preference right for use or conveyance of the land is granted or implied by this authorization.

This permit is issued subject to the following:

- Payment of the annual use fee in the amount of \$ 250.00 due on or before the annual anniversary date and any additional fees identified in the stipulations below.
- Remittance of a Performance Guaranty in the amount of \$7,500 as required in the stipulations below.
- Proof of insurance as described in stipulations below.

The non-receipt of a courtesy billing notice does not relieve the Permittee from the responsibility of paying fees on or before the due date.

All activities shall be conducted in accordance with the following stipulations:

1. **Authorized Officer:** The Authorized Officer (AO) for the Department of Natural Resources is the Regional Manager or designee. The AO may be contacted at the address and phone number on the front of the authorization. The AO reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The Permittee will be advised before any such modifications or additions are finalized.

2. **Development Plan/Plan of Operations:** The development of the site authorized by this permit shall be limited to the area and improvements specified in the attached development plan/plan of operations dated June 2017 or subsequent modifications approved by the AO. The Permittee is responsible for accurately siting development and operations within this area. Any proposed revisions to the development plan/plan of operations must be approved in writing by the AO before the change in use or development occurs.
3. **Seasonal Use Dates:** Expiration and effective dates of use authorized by a permit shall not extend beyond the seasonal use necessary to support the activity.
4. **Change of Address:** The Permittee shall maintain current contact information with the Division of Mining, Land, and Water. Any change of address must be submitted in writing to the AO.
5. **Amendments:** To conduct activities other than that in the approved plan of operations or development plan, the Permittee must have prior authorization from the AO. A map of the new location or an amended plan of operations or development plan is required and a \$100 amendment fee, per 11 AAC05.010(a)(5)(B).
6. **Permit Extensions/Renewal:** Any request for permit extension or renewal should be submitted at least 90 days prior to the end of the authorized term. A new Land Use Permit application and \$100 non-refundable filing fee is required for renewals of up to 5 years or for modifications to the approved development/operations plan on file with DMLW.
7. **Assignment:** This permit may not be transferred or assigned.
8. **Revocable at Will:** This permit does not convey an interest in state land and, as such, is revocable with or without cause. The department will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately.
9. **Preference Right:** No preference right for use or conveyance of the land is granted or implied by this authorization.
10. **Destruction of Markers:** All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed lease corner posts shall be protected against damage, destruction, or obliteration. The Permittee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Permittee's expense in accordance with accepted survey practices of the Division of Mining, Land and Water.
11. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury, or destruction of any state-owned historic, prehistoric (paleontological) or archaeological site without a permit from the commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Office of History and Archaeology in the Division of Parks and Outdoor Recreation (907) 269-8721 and shall be notified immediately.
12. **Public Access:** The Permittee shall not close landing areas or trails. The ability of all users to use or access state land or public water must not be restricted in any manner.

13. **Reservation of Rights:** The Division reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. The Division may require authorized concurrent users of state land to enter into an equitable operation or maintenance agreement.
14. **Valid Existing Rights:** This authorization is subject to all valid existing rights in and to the land. The State of Alaska makes no representations or warranties whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
15. **Inspections:** Authorized representatives of the State of Alaska shall have reasonable access to the subject parcel for purposes of inspection and may inspect the permitted area at any time without notice.

The Permittee may be charged fees under 11 AAC 05.010(a)(7)(M) for routine inspections of the subject parcel, inspections concerning non-compliance, and a final close-out inspection.

16. **Other Authorizations:** The issuance of this authorization does not alleviate the necessity of the Permittee to obtain authorizations required by other agencies for this activity.
17. **Compliance with Governmental Requirements; Recovery of Costs:** Permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this authorization. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
18. **TAPS Pipeline Corridor:** Operations within or crossing the Trans-Alaska Pipeline corridor shall require prior authorization from Alyeska, coordinated through the State Pipeline Coordinator's Office, DNR (907) 271-4336.
19. **Violations:** This authorization is revocable immediately upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations (federal and state). Should any unlawful discharge, leakage, spillage, emission, or pollution of any type occur due to Permittee's, or its employees', agents', contractors', subcontractors', licensees', or invitees' act or omission, Permittee, at its expense, shall be obligated to clean the area to the reasonable satisfaction of the State of Alaska.
20. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
21. **Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the

deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.

22. **Use Fees:** The Permittee shall pay to the Division an annual use fee of \$250.00. The use fee is due on or before the annual anniversary of the effective date of this permit without the necessity of any billing by the Division. The annual land use fee is subject to adjustments in the fee schedule as set forth in 11 AAC 05.010.
23. **Late Payment Penalty Charges:** The Permittee shall pay a fee for any late payment. The amount is the greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) and will be assessed on a past-due account until payment is received by the state.
24. **Returned Check Penalty:** A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment. Late payment penalties shall continue to accumulate.
25. **Indemnification:** Permittee assumes all responsibility, risk and liability for its activities and those of its employees, agents, contractors, subcontractors, licensees, or invitees, directly or indirectly related to this permit, including environmental and hazardous substance risk and liability, whether accruing during or after the term of this permit. Permittee 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 by Permittee, its employees, agents, contractors, subcontractors, licensees, or invitees, unless the proximate cause of the injury or damage is the sole negligence or willful misconduct of the State or a person acting on the State's behalf. Within 15 days, Permittee shall accept any such cause, action or proceeding upon tender by the State. This indemnification shall survive the termination of the permit.
26. **Insurance:** Pursuant to 11 AAC 96.065 the Permittee shall secure or purchase at its own expense, and maintain in force at all times during the term of this permit, the following policies of insurance to protect both the Permittee and the Permitter (the State, its officers, agents and employees). If the Permittee's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Permittee must provide for a 60-day prior notice to the State before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional named insured on the policy with respect to the operations of the Permittee on or in conjunction with the permitted premises, referred to as LAS 31771.

Commercial General Liability Insurance: Such policy shall have minimum coverage limits of \$1,000,000 combined single limit per occurrence.

Environmental Pollution Insurance: The Permittee must maintain Pollution Liability Insurance with a minimum limit of \$1,000,000 per occurrence.

In the event the Permittee becomes aware of a claim against any of its liability coverage, the Permittee shall notify, and provide documentation and full disclosure of the claim to the AO within 20 days.

27. **Performance Guaranty:** The guaranty may be utilized by the DMLW to cover actual costs incurred by the State of Alaska to pay for any necessary corrective actions in the event the Permittee does not comply with the site utilization, restoration requirements and other stipulations contained in this permit agreement. If the Permittee fails to perform the obligations under this permit within a reasonable timeframe, the State may perform the Permittee's obligations at the Permittee's expense. The Permittee agrees to pay within 20 days following demand, all costs and expenses incurred by the State of Alaska as a result of the failure of the Permittee to comply with the terms and conditions of this permit. Failure to do so may result in the termination of an authorization and/or forfeiture of the performance guaranty.

The provisions of this permit shall not prejudice the State's right to obtain a remedy under any law or regulation. If the Regional Manager determines that Permittee has satisfied the terms and conditions of this authorization, the performance guaranty will be subject to release. The performance guaranty may only be released in writing by the AO.

28. **Notification of Discharge:** The Permittee shall notify the Department of Natural Resources of all spills that must be reported under 18 AAC 75.300 under timelines of 18.AAC 75.300. All fires and explosions must be reported to DNR immediately. The DNR 24 hour spill report number is (907) 451-2678; the fax number is (907) 451-2751. The Alaska Department of Environmental Conservation oil spill report number is (800) 478-9300. DNR and Alaska Department of Environmental Conservation shall be supplied with all follow-up incident reports.
29. **Fuel and Hazardous Substance Storage:** The use and/or storage of hazardous substances by the Permittee must be done in accordance with existing federal, state and local laws, regulations and ordinances. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances.

### **Definitions:**

"Containers" means any item which is used to hold fuel or hazardous substances. This includes tanks, drums, double-walled tanks, portable testing facilities, fuel tanks on small equipment such as light plants and generators, flow test holding tanks, slop oil tanks, bladders, and bags. Manifolded tanks or any tanks in a series must be considered as single independent containers. Vehicles, including mobile seismic tanks, are not intended to be included under this definition.

"Hazardous substances" are defined under AS 46.03.826(5) as (a) an element or compound which, when it enters the atmosphere, water, or land, presents an imminent and substantial danger to the public health or welfare, including fish, animals, or vegetation; (b) oil; or (c) a substance defined as a hazardous substance under 42 U.S.C. 9601(14).

"Secondary containment" means an impermeable diked area or portable impermeable containment structure capable of containing 110 percent of the volume of the largest independent container. Double-walled tanks do not qualify as secondary containment unless an exception is granted for a particular tank. All piping and manifolds shall be within secondary containment.

"Surface liner" means any safe, non-permeable container (e.g., drips pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk.

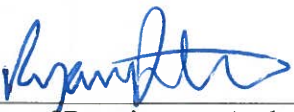

30. **Fuel and Hazardous Substances:** During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Permittee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism.
31. **Wastewater Disposal:** All greywater and human waste must be disposed of in a pit, or containment which can easily be transported and disposed of at an Alaska Department of Environmental Conservation approved disposal site. If a pit is used, it must be located at least 100 feet from the ordinary high water mark or any water body, limed and back-filled on or before permit expiration.
32. **Solid Waste:** On-site disposal of solid waste is prohibited. All solid waste and foreign debris must be eliminated by removal to an off-site Alaska Department of Environmental Conservation approved disposal facility or by burning (if paper product). Waste, in this paragraph means all discarded matter, including, but not limited to, trash, garbage, litter, oil drums, petroleum, ashes, and discarded equipment. The site must be kept clean at all times. Hazardous waste must not be disposed of on site, but instead must be hauled out for disposal in an approved disposal site. Human waste if not removed from site must be disposed of in a pit privy constructed and maintained according to Alaska Department of Environmental Conservation standards. See Appendix A of the Alaska Department of Environmental Conservation Water Program Guide, which can be found at [http://dec.alaska.gov/eh/fss/forms/food/Temp\\_Camp\\_Application%20Worksheet.pdf](http://dec.alaska.gov/eh/fss/forms/food/Temp_Camp_Application%20Worksheet.pdf)
33. **Site Conditions:** The site shall be kept in an orderly, clean and safe condition, free of any solid waste, debris or litter acceptable to the AO. All solid waste debris and any hazardous wastes that are used and stored on the site shall be removed and backhauled to an Alaska Department of Environmental Conservation approved solid waste facility.
34. **Site Restoration:** On or before permit expiration (if a renewal application has not been submitted) or termination of this authorization by Permittee, Permittee shall remove all improvements, personal property, and other chattels, and return the permitted area to a clean and safe condition. In the event the Permittee fails to comply with this requirement, Permittee

shall be held liable for any and all costs incurred by the State to return the permitted area to a clean and safe condition.

35. **Completion Report:** Pursuant to 11 AAC 96.070, a completion report shall be submitted prior to relinquishment, or within 30 days after expiration or termination of the authorization. The report shall contain the following information: a statement of restoration activities and methods of debris disposal; a statement that the Permittee has removed all improvements and personal property from the authorized area; a report covering any known incidents of damage to the vegetative mat and underlying substrate, and follow-up corrective actions that may have taken place while operating under this authorization; and, photographs of the permitted site taken before, during and after the proposed activity to document permit compliance. Photographs must consist of a series of aerial view or ground level view photos that clearly depict compliance with site cleanup and restoration guidelines. Failure to submit a satisfactory report subjects the site to a field inspection requirement for which the Permittee may be assessed, at the AO's discretion, either the actual cost incurred by the Division of Mining, Land and Water or a minimum of \$100.00. (11 AAC 05.010).

The Authorized Officer reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The Permittee will be advised before any such modifications or additions are finalized. DNR has the authority to implement and enforce these conditions under AS 38.05.850. Any correspondence on this permit may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Northern Region Office, 3700 Airport Way, Fairbanks, Alaska 99709, or by phone to 907-451-2740.

I have read and understand all of the foregoing and attached stipulations. By signing this permit, I agree to conduct the authorized activity in accordance with the terms and conditions of this permit.

		State Scientist	6-16-17
Signature of Permittee or Authorized Representative		Title	Date
329 2nd Street Fairbanks		AK	99701
Permittee's Address		State	Zip
Ryan Peterson	(907) 778-0919	(907) 455-7225	
Contact Person	Home Phone	Work Phone	
		Natural Resource Specialist	6/16/17
Signature of Authorized State Representative		Title	Date