

**M.S. 62-1-168-2**

**T13N, R21E CRM**

Section 19: Within the SW1/4NE1/4, S1/2NW14NE1/4

**STATE OF ALASKA**  
 DEPARTMENT OF TRANSPORTATION  
 AND PUBLIC FACILITIES

**MATERIAL SITE PLAN**

**M.S. 62-1-168-2**

NORTHERN REGION

Date: 8/10/2021

SCALE NTS  
 DRAWN BY: KAW

~ 60 acres

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

**X Northern Region**  
3700 Airport Way  
Fairbanks, AK 99709  
(907) 451-2740

**Southcentral Region**  
550 W 7th Ave., Suite 900C  
Anchorage, AK 99501-3577  
(907) 269-8552

**Southeast Region**  
400 Willoughby, #400  
Juneau, AK 99801  
(907) 465-3400

**MATERIAL SALE CONTRACT  
AS 38.05.550 – 38.05.565, AS 38.05.810**

**Issuance Date:** February 20, 2018

**Expiration Date:** February 19, 2023

**ADL: 420981**

Under AS 38.05.550-38.05.565 (Disposal of Materials) and AS 38.05.810(a) (Public and Charitable Use) and the regulations implementing these statutes, the State of Alaska, **Department of Natural Resources** (DNR), the seller, whose address is 3700 Airport Way, Fairbanks, Alaska 99709, agrees to sell, and the buyer, State of Alaska, **Department of Transportation and Public Facilities** (DOT&PF), whose address is 2301 Peger Road, Fairbanks, Alaska 99709, agrees to buy the material designated in this contract, subject to the provisions that follow:

1. Description: Location, Material, Quantity, and Price.

(a) The material sale area covered by this contract consists of approximately **42.6** acres. This area is designated by the boundaries shown on the attached sale area map, which is made a part of this contract, or as designated on the ground by the seller, and described as follows:

**Designated Material Site ADL 419691, MS 785-006-2 located south of the Taylor Highway at MP 13 in a portion of SE ¼ NW ¼, and NE ¼ SW ¼ of Section 2, Township 19 North, Range 15 East, Copper River Meridian.**

(b) The material to be removed and the price are:

<u>Type of Material</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Gravel &amp; Weathered Bedrock</b>	<b>100,000 CY</b>	<b>\$0.50*</b>	<b>\$50,000</b>

*\* Maintenance and construction of public roads and facilities.*

2. Payments and Deposits. No part of the materials sold under this contract may be extracted from the sale area by the buyer except in accordance with the following terms:

(a) The buyer shall remit an earnest money deposit in the amount of **\$ N/A** (consistent with 11 AAC 71.045 or 11 AAC 71.065, and no less than \$250) along with the bid for a competitive sale contract or at the time a negotiated sale buyer signs this contract. The seller will retain the deposit to cover administrative costs incurred in offering the material sale, except that if the buyer removes and pays for at least 75% of the material volume covered by this contract, the deposit may be applied, in whole or in part, to the final payment that becomes due under this contract.

(b) Additional periodic installment payments as required in paragraph 2(c) must be made for material extracted as of the date payment becomes due but may not exceed the total purchase price.

(c) Each periodic installment payment becomes **due and payable on December 31 of each year** without prior notice to the buyer, for the value of material extracted during the calendar year of January 1 through December 31. The installment must be based on records required in paragraph 3 of this contract and must be submitted to the seller no later than the fifth working day following the date the installment is due.

(d) **An annual report is due by December 31 of each year**, without prior notice to the buyer that details the volume of material removed during the calendar year of January 1 through December 31 and must be submitted to the seller no later than the fifth working day following the date the installment is due. This report shall be filed regardless of whether material was removed during the reporting period. Failure to file the report by the deadline may result in suspension of the contract and financial penalties. A final accounting and payment for material removed, and a completion statement, must be submitted no later than 30 days following contract completion, or when the contractor has completed removal under the contract, or following termination of the contract by the seller or by operation of law. Whether completion is satisfactory will be decided by the Director of the Division of Mining, Land & Water (DMLW) within 45 days after receiving the final accounting report and completion statement.

(e) If the buyer fails to make a payment provided for in this contract, the seller may, under paragraph 8(b) of this contract, order all material extraction suspended immediately. Materials extracted by the buyer during any period of suspension are considered taken in trespass and are to be charged to and paid for by the buyer at triple the unit contract price. Resumption of the lawful taking of materials may be authorized, in writing, by the DMLW only after the payments in arrears plus the penalty provided for in paragraph 2(f) have been paid.

(f) Late Payment Penalty will be the greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the seller.

(g) All payments and deposits must be remitted to the DMLW and must be made payable to the Alaska Department of Revenue.

(h) The following special provisions also apply to payments and deposits under this contract:

Should the administrative base price be changed during the term of this contract, the new price will be effective and apply to the material remaining to be extracted under this contract as of the effective date of the price adjustment.

Material extraction in excess of the contract amount will be considered taken in trespass and at the discretion of the Director, DMLW, Lands Section, charged to and paid for by the buyer at no less than triple the current unit fair market value as established periodically by the Northern Regional Office or up to three times the pecuniary gain realized by the buyer as a result of the trespass. Said trespass penalties are in addition to any other administrative or legal proceedings imposed by state law.

11 AAC 05.010(e)(16) requires state, federal and local agencies to pay for materials used in constructing, reconstructing or maintaining a public project as follows: 1) no charge for the first 5,000 cy of material to be used on a project (each year of maintenance constitutes a separate project); and 2) material in excess of 5,000 cy will be charged at the unit price listed in the annual base price schedule established under 11 AAC 71.090 (currently \$ 0.50 cy).

### **3. Method of Volume Determination.**

(a) The method of volume determination for purposes of payment under this contract, along with any special provisions applicable to volume determination, is:

(1) Based on a loose cubic yard quantity as determined by an "in-place" measurement multiplied by a factor of 1.3; or,

(2) Based on a loose cubic yard quantity as determined by a daily vehicle count designating type of vehicle and vehicle capacity; or

(3) Based on an industry standard method acceptable to the department.

(i) If the method of volume determination is based on a weight measurement of the extracted material, the buyer must provide to the seller the standard of density and conversion rate from weight to cubic yards.

(b) The buyer shall keep accurate and up-to-date records of all materials extracted. These records are subject to verification by check measure and inspection of the buyer's books by the seller at any time without notice.

(c) All measurements are to be made by or under the direct supervision of buyer personnel acceptable to the seller, including a qualified engineer where the seller deems appropriate, with quantities certified by that person.

#### 4. Operating Requirements.

(a) Boundary Lines and Survey Monuments. No boundary mark of the sale area or any survey line or witness tree for any survey corner or monument may be severed or removed, nor may any survey corner or monument be damaged or destroyed. Any violation of this clause requires the buyer to bear the expense of re-establishing the line, corner, or monument by a registered surveyor in a manner approved by the seller.

(b) Standard of Operations. The buyer shall properly locate the buyer's operations and buyer's improvements within the sale area, and may not commit waste, whether ameliorated or otherwise. In addition to complying with all laws, regulations, ordinances, and orders, the buyer shall maintain the land in a reasonably neat and clean condition. No construction material, fill, waste asphalt, damaged culverts or any other debris shall be stockpiled within pit boundaries. Stockpiled material and/or overburden shall not be placed in wetlands. After completion, expiration, or termination of the contract, the site will be left in a condition that is acceptable to the seller, and reclaimed in accordance with the approved reclamation plan.

(c) Erosion Control and Protection of Waters. Operations in connection with this contract must be conducted so as to avoid damage to streams, lakes, or other waters and land adjacent to them. Vegetation and materials may not be deposited into any stream or other waters. Locations and improvements necessary for stream crossings for haul roads must be approved in advance by the seller. All roads to be abandoned must be treated with measures necessary to prevent erosion in a manner acceptable to the seller. Any damage resulting from failure to perform these requirements must be repaired by the buyer to the satisfaction of the seller. Waters include waters defined in 5 AAC 95.010, Protection of Fish and Game Habitat.

(d) Fire Protection. The buyer shall take all necessary precautions for the prevention of wildfires and is responsible for the suppression, and must bear the suppression costs, of all destructive or uncontrolled fires occurring in or outside the sale area resulting from any of the buyer's operations under this contract. The buyer shall comply with all laws, regulations, and ordinances promulgated by all governmental agencies responsible for fire protection in the area.

(e) Roads. Before constructing any main haul, secondary or spur road across state land, the buyer shall obtain written approval of the proposed location and construction standards of the road from the seller.

(f) Supervision. The buyer shall maintain adequate supervision at all times when operations are in progress to ensure that the provisions of this contract and all applicable federal, state, and local laws, regulations, and ordinances governing the operations are enforced. At all times when operations are in progress, the buyer, or a person authorized by the buyer to assume the responsibilities imposed by this contract, shall be present on the sale area.

(g) Agents. The provisions of this contract apply with equal force upon an agent, employee, or contractor designated by the buyer to perform any of the operations relating to extraction of the materials sold under this contract. The buyer is liable for noncompliance caused by any such agent, employee, or contractor.

(h) Location. The buyer is responsible for the accurate location of operations under this contract, including any survey that may be necessary for accurate location unless otherwise specified in this contract.

(i) Access. The seller makes no representations that it will construct or maintain access to the land. Access over any route not under the seller's control is the responsibility of the buyer. The buyer agrees that any permanent access or right-of-way obtained over privately owned property will provide a permanent easement to the seller.

(j) Mining Reclamation. This contract is subject to the attached approved reclamation plan and/or attached letter of intent under AS 27.19.

(k) Special Provisions. The following special provisions also apply to operations under this contract:

(1) Survey. An as built survey of the material site is not required at this time.

(2) Extraction Area. This contract authorizes removal of material only from the area defined in Section 1(a) of this contract. The buyer is responsible for properly locating the material site and the working limits within that area, as shown on the attached map.

(3) Potential Processing Activities and Other Authorizations. The issuance of this authorization does not alleviate the necessity of the purchaser to obtain authorizations required by other agencies for this activity. Any asphalt processing or related activities and associated structures will not be allowed without prior approval from DNR, the Department of Environmental Conservation (DEC) and other agencies that require authorizations from the buyer.

(4) Water Quality. The buyer shall comply with the State of Alaska water quality standards pursuant to 18 AAC 70, including discharge standards when conducting material washing operations.

(5) Other Authorizations. The issuance of this authorization does not alleviate the necessity of the purchaser to obtain authorizations required by other agencies for this activity.

(6) Alaska Historic Preservation Act. The buyer will consult the Alaska Heritage Resources Survey (907) 269-8721 so that known historic, archaeological and paleontological sites may be avoided. 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 will be notified immediately.

(7) Vehicle Maintenance. Vehicle maintenance will be performed only over an effective impermeable barrier.

(8) Fuel and hazardous substances. No fuel or hazardous substances are to be stored on the subject parcel. Prior written approval from the seller is required for a change in this restriction. Such

approval may include additional operating requirements and a change in the amount required for the performance guarantee. The disposal of hazardous substances or hydrocarbons is prohibited.

(9) Notification. The buyer shall immediately notify DNR and DEC (18 AAC 75.300) by phone, fax and/or email of any unauthorized discharge of oil to water, any discharge of hazardous substance (other than oil), and any discharge of oil greater than 55 gallons to land. Any unauthorized discharge of oil to land greater than 10 gallons but less than 55 gallons must be reported to DEC within 48 hours. Oil discharges to land less than 10 gallons and greater than 1 gallon must be recorded and submitted to DEC in a monthly report. All fires and explosions must also be reported. The DNR 24 hour spill report number is (907) 451-2678; the email is [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov). The DEC spill number during normal business hours is (907) 451-2121, outside of normal business hours contact 1 (800) 478-9300; the fax number is (907) 451-2362. DNR and DEC shall be supplied with all follow-up incident reports.

(10) Reclamation. Upon completion, expiration, or termination of the contract, the site will be left in a condition that is acceptable to the DMLW and reclaimed in accordance with the DNR approved Mining and Reclamation plan. Reclamation shall be to the standards of the DMLW and shall include repair of access roads to and within the site, disposal of remaining stockpiles, other procedures that will be used to stabilize and reclaim the area and any other site specific measures that may be necessary. The buyer shall leave all slopes in a safe and stable condition at the end of each season.

(11) SWPPP and APDES. The buyer shall comply with the requirement of the Alaska Pollutant Discharge Elimination System (APDES), and if applicable, to maintain and operate the site in accordance with an approved Storm Water Pollution Prevention Plan (SWPPP).

(12) Invasive Species. The buyer shall implement best management practices for minimizing the introduction and proliferation of invasive plant species, including thoroughly washing equipment prior to use on the material site. This is particularly important for work at material sites adjacent to rivers, where introduced species can be transported downstream and spread throughout areas that would not otherwise be exposed to invasive species.

(13) Coordination. The buyer shall coordinate all operations with the other contractors in the site prior to and during mobilization to ensure access and safety is maintained for all users. If necessary to support the continuation of public or private projects, DNR may provide additional guidance or limitations related to the location and/or timing of extraction activities during the construction season.

(14) Stockpiles. The buyer shall not disturb or remove material from existing stockpiles. Any material extracted by the buyer must be mined according to the approved mining and reclamation plan. Any stockpiles left in the pit by the buyer are the property of the seller unless the buyer receives prior written approval from the seller and, upon approval, purchases the material.

(15) Equipment Storage. The buyer shall remove all machinery, equipment, and other items at the end of each construction season. Prior written approval from the seller is required for a change in this restriction.

(16) Use of Material. This contract authorizes the excavation and use of material for the express purpose of providing material for construction and maintenance of public projects.

(17) Completion Report. A final accounting and payment for material removed and a completion report must be submitted no later than 30 days following contract completion, or following termination of the contract by the seller or by operation of law. The completion report shall include a series of ground level photographs taken before, during, and after the extraction along with a statement confirming:

- i.) compliance with stipulations requiring the removal of personal property, restoration of the extraction area to a clean condition, and reclamation.

ii.) accuracy of the photographs accompanying the report as depicting the site before extraction, during operations, and after completion and reclamation at the end of each contract period.

Failure to submit a satisfactory report and/or required photographs subjects the site to a field inspection requirement for which the buyer may be assessed, at the Director's discretion, either the actual cost incurred by the Division of Mining, Land & Water, or a minimum of \$100.00. (11 AAC 05.010). Reimbursement for costs for the field inspection under this section may be taken from the performance guaranty.

(18) Project Specific Operating Requirements.

i.) Timber Salvage. Timber less than five inches in diameter, brush, and slash shall be disposed of so as to minimize the risk of fire and disease. To limit insect infestation, timber more than five inches in diameter shall be decked in areas of the forest with limited sunlight, but not against residual host trees. The log decks should be separated as much as possible from standing trees but also in areas with limited sunlight. Questions should be directed to the Area Forester at 907-451-2601.

5. Indemnity of Seller and Bonding. **Not applicable.**

(a) The buyer shall indemnify and hold the seller harmless from:

(1) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the land or operations by the buyer or the buyer's successors, or at the buyer's invitation; and

(2) any accident or fire on the land; and

(3) any nuisance on the land; and

(4) any failure of the buyer to keep the land in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and

(5) any assignment, sublease, or conveyance, attempted or successful, by the buyer that is contrary to the provisions of this contract.

The buyer will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the land at the buyer's sole risk, and will hold the seller harmless from any claim of loss or damage to them by any cause.

(b) At the seller's discretion, a buyer may be required to file a bond designed to ensure the buyer's performance and to help protect the seller against any liability that may arise as a result of the activities of the buyer. If required, a bond acceptable to the seller in the amount of **\$N/A** must be filed with the seller at the time of execution of this contract to ensure the buyer's performance and financial responsibility.

6. Improvements and Occupancy.

(a) Any improvements or facilities including crushers, mixing plants, buildings, bridges, roads, etc., constructed by the buyer in connection with this sale and within the sale area must be in accordance with plans approved by the seller.

(b) The buyer must, within 60 days after contract completion or termination of the contract by the seller or by operation of law, remove the buyer's equipment and other personal property from the sale area. After removal, the buyer must leave the land in a safe and clean condition that is acceptable to the seller. If the

buyer can demonstrate undue hardship, the time for removal of the improvements under this paragraph may be extended at the seller's discretion.

(c) If any of the buyer's property having an appraised value in excess of \$10,000, as determined by the seller, is not removed within the time allowed, that property may, upon 30 days' notice to the buyer, be sold at public auction under the direction of the seller. The proceeds of the sale will inure to the buyer after satisfaction of the expense of the sale and deduction of all amounts then owed to the seller. If there are no other bidders at the sale, the seller may bid on the property, and the seller will acquire all rights, both legal and equitable, that any other purchaser could acquire through a sale and purchase.

(d) If any of the buyer's property having an appraised value of \$10,000 or less, as determined by the seller, is not removed within the time allowed, title to that property automatically vests in the seller.

(e) Special provisions. Special provisions applicable to improvements and occupancy under this contract are listed in paragraph 4 of this contract.

#### 7. Inspection.

(a) The seller must be accorded access, at all times, to the sale area and to the books and records of the buyer, the buyer's contractors, and any sub-contractors relating to operations under this contract for purposes of inspection to assure the faithful performance of the provisions of this contract and other lawful requirements.

(b) At all times when construction or operations are in progress, the buyer shall have a representative readily available to the area of operations who is authorized to receive, on behalf of the buyer, any notices and instructions given by the seller in regard to performance under this contract, and to take appropriate action as is required by this contract.

#### 8. Termination and Suspension.

(a) The seller may terminate the buyer's rights under this contract if the buyer breaches the contract and fails to correct this breach within 30 days after written notice of the breach and an opportunity to be heard.

(b) If the buyer fails to comply with any of the provisions of this contract, the seller may shut down the buyer's operations upon issuance of written notice, until corrective action, as specified by the seller in its notice, is taken. If this corrective action is not taken within 30 days after written notice is served upon the buyer, the seller may terminate the contract under paragraph 8(a) of this contract. The buyer's failure to take immediate corrective action when ordered to remedy dangerous conditions or unwarranted damage to natural resources may be corrected by the seller to prevent danger or additional damage. Any cost incurred by the seller as a result of this corrective action, or by the buyer's failure to take corrective action, must be paid by the buyer.

(c) This contract may also be terminated by mutual agreement of both parties on terms agreed to in writing by both parties.

9. Reservations. The seller reserves the right to permit other compatible uses, including the sale of materials, on the land in the sale area if the seller determines that those uses will not unduly impair the buyer's operations under this contract. Under AS 38.05.125 the seller further expressly reserves to itself, and its successors, forever,

(a) all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every kind, that may be in or upon the land described above, or any part of it; and

(b) the right to explore the land for oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(c) the right to enter by itself or its agents, attorneys, and servants on the land, or any part of it, at any time for the purpose of opening, developing, drilling, and working mines or wells on this or other land and taking out and removing from it all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(d) the right by itself or its agents, attorneys, and servants at any time (1) to construct, maintain, and use all buildings, machinery, roads, pipelines, powerlines, and railroads; (2) to sink shafts, drill wells, and remove soil; and (3) to occupy as much of the land as may be necessary or convenient for these purposes; and

(e) generally all rights to and control of the land, that are reasonably necessary or convenient to make beneficial and efficient the complete enjoyment of the property and rights that are expressly reserved.

10. Inclusion of Applicable Laws and Regulations. The buyer shall comply with all laws and regulations applicable to operations under this contract, including the provisions of AS 27.19 and 11 AAC 97 regarding mining reclamation, the provisions of AS 41.15 for wildfire prevention and control, the provisions of AS 38.05.550 - 38.05.565, material sale regulations 11 AAC 71, state fish and game regulations pertaining to the protection of wildlife and wildlife habitat, and state regulations pertaining to safety, sanitation, and the use of explosives. These laws and regulations are, by this reference, made a part of this contract, and a violation of them is cause for termination or suspension of this contract in addition to any penalties prescribed by law. These laws and regulations control if the terms of this contract are in conflict with them in any regard.

11. Assignment. This contract may not be assigned by the buyer without the seller's prior written consent to the assignment.

12. Permits. Any permits necessary for operations under this contract must be obtained by the buyer before commencing those operations.

13. Passage of Title. All right, title and interest in or to any material included in the contract shall remain in the State until it has been paid for; provided, however, that the right, title and interest in or to any material that has been paid for but not removed from the sale area by the buyer within the period of the contract or any extension thereof as provided for in this contract shall vest in the seller.

14. Expiration and Extension. This contract expires on the date stated at the top of the contract unless an extension is granted by the seller in accordance with 11 AAC 71.210 (material sale regulations).

15. Warranties. This sale is made without any warranties, express or implied, as to quantity, quality, merchantability, profitability, or fitness for a particular use, of the material to be extracted from the area under contract.

16. Valid Existing Rights. This contract is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date the contract is entered into.

17. Notices. All notices and other writings required or authorized under this contract must be made by certified mail, postage prepaid, to the parties at the following address:

To the Seller: Alaska Department of Natural Resources  
Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska 99709-4699

To the Buyer: Alaska Department of Transportation and Public Facilities  
2301 Peger Road  
Fairbanks, Alaska 99709

18. Integration and Modification. This contract, including all laws and documents that by reference are incorporated in it or made a part of it, contains the entire agreement between the parties. This contract may not be modified or amended except by a document signed by both parties to this contract. Any amendment or modification that is not in writing, signed by both parties, and notarized is of no legal effect.

19. Severability of Clauses of Sale Contract. If any provision of this contract is adjudged to be invalid, that judgment does not affect the validity of any other provision of this contract, nor does it constitute any cause of action in favor of either party as against the other.

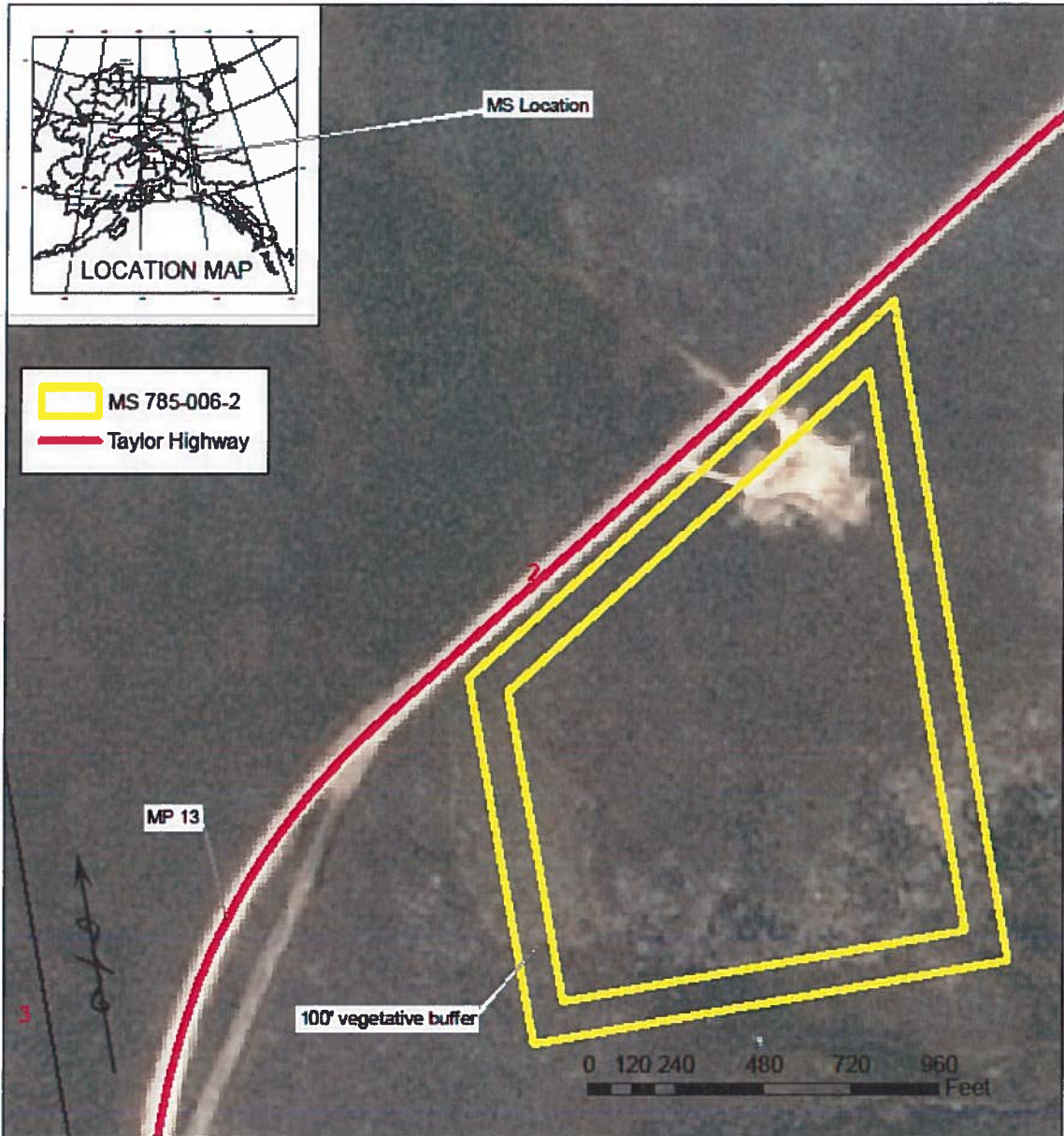
20. Construction. Words in the singular number include the plural, and words in the plural number include the singular.

21. Headings. The headings of the numbered paragraphs in this contract shall not be considered in construing any provision of this contract.

22. "Extracted," "Extraction". In this contract, use of the terms "extracted" and "extraction" encompasses the severance or removal, as well as extraction, by the buyer of any materials covered by this contract.

23. Waiver. No agent, representative or employee of the seller has authority to waive any provision of this contract unless expressly authorized to do so in writing by the director of the DMLW.





<p>M.S. 785-006-2</p> <p>T19N, R15E CRM</p> <p>Section 2: Within that portion of the SE1/4NW1/4 and that portion of the NE1/4SW1/4 south of the Taylor Highway.</p>		<p>STATE OF ALASKA</p> <p>DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES</p> <p>MATERIAL SITE PLAN</p> <p>M.S. 785-006-2</p>	
NORTHERN REGION		Date: 11/28/17	
SCALE NTS DRAWN BY: KAW		~ 42.6 Acres	

**State of Alaska  
Department of Transportation & Public Facilities**

**Mining and Reclamation Guidelines  
Material Site 785-006-2  
Taylor Highway MP 13**

These guidelines are subject to the Alaska Department of Natural Resources (DNR) Material Sale Contract, ADL 420981 and stipulations contained therein. For each new use or project, the user or contractor shall submit a Project Mining and Reclamation Plan to DNR for approval, subject to DOT&PF review, prior to any mining activities.

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This is a designated material site, Master Material Site ADL 419691, under AS 38.05.550 (b).

**Legal Description**

Within a portion of SE1/4NW1/4 and that portion of the NE1/4SW1/4 South of the Taylor Highway, Section 2, Township 19 North, Range 15 East, Copper River Meridian. The site contains approximately 42.6 acres.

**General Information**

This site is located at milepost 13 on the Taylor Highway. A short access road leads to the site from the Taylor Highway. This site contains weathered bedrock and gravel. No water table is expected. Additional site information is available at the DOT&PF Materials office, 2301 Peger Road, Fairbanks, Alaska 99709.

**Mining Guidelines**

The Plan will adhere to the following guidelines.

1. The contractor or user shall locate site boundaries to verify work stays inside buffers. There is a 100' vegetative screen surrounding the entire site which shall remain undisturbed. Clearly mark buffer lines in work areas.
2. Continue working within the existing cleared area taking the floor down.
3. Do not place organics or overburden piles onto any future mining areas.
4. At the end of each project or use, grade the pit floor level to gently sloping to blend with earlier depth limits. Maintain the site in a clean, neat condition. After each use, remove all equipment, structures, vehicles and trash.
5. All mining and stockpiling activities shall be in accordance with applicable Construction General Permits (CGP) and Storm Water Pollution Prevention Plans (SWPPP)
6. Disposal of unusable excavation material from off-site construction projects is discouraged at this site because all cleared areas are potentially mineable in future. It should only be allowed on areas of lowest quality rock that are unlikely to be

utilized. DNR permission is required, in consultation with DOT&PF Materials Section.

### **Reclamation Objectives and Guidelines**

The reclamation plan has several objectives:

1. To not preclude or hinder future development of un-mined areas.
2. To blend with surrounding topography and not be visible from the highway.
3. To prevent erosion and sediment transport to surrounding, undisturbed areas.
4. To allow reestablishment of native vegetation and wildlife habitat.
5. To leave the site in a safe condition that does not endanger people or wildlife.

Reclamation activities will include:

1. In areas with soil or soft rock that can be graded, leave slopes along the material site boundaries, or where future development is not anticipated at 3H: 1V or flatter.
2. Spread available overburden and then organic material on reclaimed slopes. Allow reclaimed areas to revegetate naturally.

### **Project Mining and Reclamation Plan**

Prior to use of the site for any project, the contractor or user shall submit a Project Mining and Reclamation Plan, in accordance with AS.27.19 and 11 AAC 97 to DNR for approval, subject to DOT&PF review. The Plan describes the proposed plan of operation and shall be in compliance with guidelines listed here. Upon approval, the Plan will be followed by the contractor or user and if applicable, the DOT&PF Project Engineer. The plan should include the following:

The **sketch map** shall include:

1. Site boundaries, buffers
2. Proposed working limits, to be marked on the ground
3. Organic debris and overburden stockpile areas
4. Work pad, material stockpile locations, processing equipment locations
5. Scale of drawing, north arrow, and specific dimensions as appropriate

The **narrative** shall include:

1. Methods of operation
2. Estimated quantities for removal
3. Length and times of operation (day, month, year, and working hours)
4. Blasting plan if applicable, detailing explosive and detonation types, onsite storage and duration of blasting
5. Air and water pollution control measures
6. Reclamation measures

### **Supplements and amendments**

Supplements and amendments to an approved mining and reclamation plan may be initiated by the contractor, user or the DOT&PF Project Engineer, when conditions

warrant such action. Supplements and amendments must be mutually agreed upon and proper approval obtained prior to commencement of work of a changed nature.

1. Minor changes are those that affect details of the operation, but remain in compliance with the development guidelines. These changes may be authorized by the DOT&PF Project Engineer.
  2. Major changes are those which cause the final outcome of the site to be significantly different from the approved mining and reclamation plan or are not in compliance with the development guidelines. These require approval by DNR and the DOT&PF Project Engineer.
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**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

**Northern Region**  
3700 Airport Way  
Fairbanks, AK 99709  
(907) 451-2740

**Southcentral Region**  
550 W 7th Ave., Suite 900C  
Anchorage, AK 99501-3577  
(907) 269-8552

**Southeast Region**  
400 Willoughby, #400  
Juneau, AK 99801  
(907) 465-3400

**MATERIAL SALE CONTRACT  
AS 38.05.550 – 38.05.565, AS 38.05.810**

**Issuance Date: 04/24/2017**

**Expiration Date: 11/30/2022**

**ADL 420754**

Under AS 38.05.550-38.05.565 (Disposal of Materials) and AS 38.05.810(a) (Public and Charitable Use) and the regulations implementing these statutes, the State of Alaska, **Department of Natural Resources** (DNR), the seller, whose address is 3700 Airport Way, Fairbanks, Alaska 99709, agrees to sell, and the State of Alaska, **Department of Transportation and Public Facilities** (DOT&PF), the buyer, whose address is 2301 Peger Road, Fairbanks, Alaska 99709, agrees to buy the material designated in this contract, subject to the provisions that follow:

1. Description: Location, Material, Quantity, and Price.

(a) The material sale area covered by this contract consists of approximately **28** acres. This area is designated by the boundaries shown on the attached sale area map, which is made a part of this contract, or as designated on the ground by the seller, and described as follows:

**Designated Material Site ADL 419695, MS #785-019-2 located at MP 43.2 Taylor Highway (Log Cabin Creek Pit) within Section 1, T23N, R16E, CRM & Section 6, T23N, R17E, CRM, containing approximately 28.00 acres, more or less.**

(b) The material to be removed and the price are:

<u>Type of Material</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Gravel &amp; Sand</b>	<b>150,000 cy</b>	<b>\$0.50/cy</b>	<b>\$75,000.00</b>

2. Payments and Deposits. No part of the materials sold under this contract may be extracted from the sale area by the buyer except in accordance with the following terms:

(a) The buyer shall remit an earnest money deposit in the amount of **\$ N/A** (consistent with 11 AAC 71.045 or 11 AAC 71.065, and no less than \$250) along with the bid for a competitive sale contract or at the time a negotiated sale buyer signs this contract. The seller will retain the deposit to cover administrative costs incurred in offering the material sale, except that if the buyer removes and pays for at least 75% of the material volume covered by this contract, the deposit may be applied, in whole or in part, to the final payment that becomes due under this contract.

(b) Additional periodic installment payments as required in paragraph 2(c) must be made for material extracted as of the date payment becomes due but may not exceed the total purchase price.

(c) Each periodic installment payment becomes **due and payable on December 31 of each year** without prior notice to the buyer, for the value of material extracted during the calendar year of January 1 through December 31. The installment must be based on records required in paragraph 3 of this contract and must be submitted to the seller no later than the fifth working day following the date the installment is due.

(d) **An annual report is due by December 31 of each year**, without prior notice to the buyer that details the volume of material removed during the calendar year of January 1 through December 31 and must be submitted to the seller no later than the fifth working day following the date the installment is due. This report shall be filed regardless of whether material was removed during the reporting period. Failure to file the report by the deadline may result in suspension of the contract and financial penalties. A final accounting and payment for material removed, and a completion statement, must be submitted no later than 30 days following contract completion, or when the contractor has completed removal under the contract, or following termination of the contract by the seller or by operation of law. Whether completion is satisfactory will be decided by the Director of the Division of Mining, Land & Water (DMLW) within 45 days after receiving the final accounting report and completion statement.

(e) If the buyer fails to make a payment provided for in this contract, the seller may, under paragraph 8(b) of this contract, order all material extraction suspended immediately. Materials extracted by the buyer during any period of suspension are considered taken in trespass and are to be charged to and paid for by the buyer at triple the unit contract price. Resumption of the lawful taking of materials may be authorized, in writing, by the DMLW only after the payments in arrears plus the penalty provided for in paragraph 2(f) have been paid.

(f) Late Payment Penalty will be the greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the seller.

(g) All payments and deposits must be remitted to the DMLW and must be made payable to the Alaska Department of Revenue.

(h) The following special provisions also apply to payments and deposits under this contract:

Should the administrative base price be changed during the term of this contract, the new price will be effective and apply to the material remaining to be extracted under this contract as of the effective date of the price adjustment.

Material extraction in excess of the contract amount will be considered taken in trespass and at the discretion of the Director, DMLW, Lands Section, charged to and paid for by the buyer at no less than triple the current unit fair market value as established periodically by the Northern Regional Office or up to three times the pecuniary gain realized by the buyer as a result of the trespass. Said trespass penalties are in addition to any other administrative or legal proceedings imposed by state law.

11 AAC 05.010(e)(16) requires state, federal and local agencies to pay for materials used in constructing, reconstructing or maintaining a public project as follows: 1) no charge for the first 5,000 cy of material to be used on a project (each year of maintenance constitutes a separate project); and 2) material in excess of 5,000 cy will be charged at the unit price listed in the annual base price schedule established under 11 AAC 71.090 (currently \$ 0.50 cy).

### **3. Method of Volume Determination.**

(a) The method of volume determination for purposes of payment under this contract, along with any special provisions applicable to volume determination, is:

(1) Based on a loose cubic yard quantity as determined by an "in-place" measurement multiplied by a factor of 1.3; or,

(2) Based on a loose cubic yard quantity as determined by a daily vehicle count designating type of vehicle and vehicle capacity; or

(3) Based on an industry standard method acceptable to the department.

(i) If the method of volume determination is based on a weight measurement of the extracted material, the buyer must provide to the seller the standard of density and conversion rate from weight to cubic yards.

(b) The buyer shall keep accurate and up-to-date records of all materials extracted. These records are subject to verification by check measure and inspection of the buyer's books by the seller at any time without notice.

(c) All measurements are to be made by or under the direct supervision of buyer personnel acceptable to the seller, including a qualified engineer where the seller deems appropriate, with quantities certified by that person.

#### 4. Operating Requirements.

(a) Boundary Lines and Survey Monuments. No boundary mark of the sale area or any survey line or witness tree for any survey corner or monument may be severed or removed, nor may any survey corner or monument be damaged or destroyed. Any violation of this clause requires the buyer to bear the expense of re-establishing the line, corner, or monument by a registered surveyor in a manner approved by the seller.

(b) Standard of Operations. The buyer shall properly locate the buyer's operations and buyer's improvements within the sale area, and may not commit waste, whether ameliorated or otherwise. In addition to complying with all laws, regulations, ordinances, and orders, the buyer shall maintain the land in a reasonably neat and clean condition. No construction material, fill, waste asphalt, damaged culverts or any other debris shall be stockpiled within pit boundaries. Stockpiled material and/or overburden shall not be placed in wetlands. After completion, expiration, or termination of the contract, the site will be left in a condition that is acceptable to the seller, and reclaimed in accordance with the approved reclamation plan.

(c) Erosion Control and Protection of Waters. Operations in connection with this contract must be conducted so as to avoid damage to streams, lakes, or other waters and land adjacent to them. Vegetation and materials may not be deposited into any stream or other waters. Locations and improvements necessary for stream crossings for haul roads must be approved in advance by the seller. All roads to be abandoned must be treated with measures necessary to prevent erosion in a manner acceptable to the seller. Any damage resulting from failure to perform these requirements must be repaired by the buyer to the satisfaction of the seller. Waters include waters defined in 5 AAC 95.010, Protection of Fish and Game Habitat.

(d) Fire Protection. The buyer shall take all necessary precautions for the prevention of wildfires and is responsible for the suppression, and must bear the suppression costs, of all destructive or uncontrolled fires occurring in or outside the sale area resulting from any of the buyer's operations under this contract. The buyer shall comply with all laws, regulations, and ordinances promulgated by all governmental agencies responsible for fire protection in the area.

(e) Roads. Before constructing any main haul, secondary or spur road across state land, the buyer shall obtain written approval of the proposed location and construction standards of the road from the seller.

(f) Supervision. The buyer shall maintain adequate supervision at all times when operations are in progress to ensure that the provisions of this contract and all applicable federal, state, and local laws, regulations, and ordinances governing the operations are enforced. At all times when operations are in progress, the buyer, or a person authorized by the buyer to assume the responsibilities imposed by this contract, shall be present on the sale area.

(g) Agents. The provisions of this contract apply with equal force upon an agent, employee, or contractor designated by the buyer to perform any of the operations relating to extraction of the materials sold under this contract. The buyer is liable for noncompliance caused by any such agent, employee, or contractor.

(h) Location. The buyer is responsible for the accurate location of operations under this contract, including any survey that may be necessary for accurate location unless otherwise specified in this contract.

(i) Access. The seller makes no representations that it will construct or maintain access to the land. Access over any route not under the seller's control is the responsibility of the buyer. The buyer agrees that any permanent access or right-of-way obtained over privately owned property will provide a permanent easement to the seller.

(j) Mining Reclamation. This contract is subject to the attached approved reclamation plan and/or attached letter of intent under AS 27.19.

(k) Special Provisions. The following special provisions also apply to operations under this contract:

(1) Survey. An as built survey of the material site is not required at this time.

(2) Extraction Area. This contract authorizes removal of material only from the area defined in Section 1(a) of this contract. The buyer is responsible for properly locating the material site and the working limits within that area, as shown on the attached map.

(3) Potential Processing Activities and Other Authorizations. The issuance of this authorization does not alleviate the necessity of the purchaser to obtain authorizations required by other agencies for this activity. Any asphalt processing or related activities and associated structures will not be allowed without prior approval from DNR, the Department of Environmental Conservation (DEC) and other agencies that require authorizations from the buyer.

(4) Water Quality. The buyer shall comply with the State of Alaska water quality standards pursuant to 18 AAC 70, including discharge standards when conducting material washing operations.

(5) Other Authorizations. The issuance of this authorization does not alleviate the necessity of the purchaser to obtain authorizations required by other agencies for this activity.

(6) Alaska Historic Preservation Act. The buyer will consult the Alaska Heritage Resources Survey (907) 269-8721 so that known historic, archaeological and paleontological sites may be avoided. 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 will be notified immediately.

(7) Vehicle Maintenance. Vehicle maintenance will be performed only over an effective impermeable barrier.

(8) Fuel and hazardous substances. No fuel or hazardous substances are to be stored on the subject parcel. Prior written approval from the seller is required for a change in this restriction. Such

approval may include additional operating requirements and a change in the amount required for the performance guarantee. The disposal of hazardous substances or hydrocarbons is prohibited.

(9) Notification. The buyer shall immediately notify DNR and DEC (18 AAC 75.300) by phone or fax of any unauthorized discharge of oil to water, any discharge of hazardous substance (other than oil), and any discharge of oil greater than 55 gallons to land. Any unauthorized discharge of oil to land greater than 10 gallons but less than 55 gallons must be reported to DEC within 48 hours. Oil discharges to land less than 10 gallons and greater than 1 gallon must be recorded and submitted to DEC in a monthly report. All fires and explosions must also be reported. The DNR 24 hour spill report number is (907) 451-2678; the fax number is (907) 451-2751. The DEC spill number during normal business hours is (907) 451-2121, outside of normal business hours contact 1 (800) 478-9300; the fax number is (907) 451-2362. DNR and DEC shall be supplied with all follow-up incident reports.

(10) Reclamation. Upon completion, expiration, or termination of the contract, the site will be left in a condition that is acceptable to the DMLW and reclaimed in accordance with the DNR approved Mining and Reclamation plan. Reclamation shall be to the standards of the DMLW and shall include repair of access roads to and within the site, disposal of remaining stockpiles, other procedures that will be used to stabilize and reclaim the area and any other site specific measures that may be necessary. The buyer shall leave all slopes in a safe and stable condition at the end of each season.

(11) SWPPP and APDES. The buyer shall comply with the requirement of the Alaska Pollutant Discharge Elimination System (APDES), and if applicable, to maintain and operate the site in accordance with an approved Storm Water Pollution Prevention Plan (SWPPP).

(12) Invasive Species. The buyer shall implement best management practices for minimizing the introduction and proliferation of invasive plant species, including thoroughly washing equipment prior to use on the material site. This is particularly important for work at material sites adjacent to rivers, where introduced species can be transported downstream and spread throughout areas that would not otherwise be exposed to invasive species.

(13) Coordination. The buyer shall coordinate all operations with the other contractors in the site prior to and during mobilization to ensure access and safety is maintained for all users. If necessary to support the continuation of public or private projects, DNR may provide additional guidance or limitations related to the location and/or timing of extraction activities during the construction season.

(14) Stockpiles. The buyer shall not disturb or remove material from existing stockpiles. Any material extracted by the buyer must be mined according to the approved mining and reclamation plan. Any stockpiles left in the pit by the buyer are the property of the seller unless the buyer receives prior written approval from the seller and, upon approval, purchases the material.

(15) Equipment Storage. The buyer shall remove all machinery, equipment, and other items at the end of each construction season. Prior written approval from the seller is required for a change in this restriction.

(16) Use of Material. This contract authorizes the excavation and use of material for the express purpose of providing material for construction and maintenance of public projects.

(17) Completion Report. A final accounting and payment for material removed and a completion report must be submitted no later than 30 days following contract completion, or following termination of the contract by the seller or by operation of law. The completion report shall include a series of ground level photographs taken before, during, and after the extraction along with a statement confirming:

- i.) compliance with stipulations requiring the removal of personal property, restoration of the extraction area to a clean condition, and reclamation.

- ii.) accuracy of the photographs accompanying the report as depicting the site before extraction, during operations, and after completion and reclamation at the end of each contract period.

Failure to submit a satisfactory report and/or required photographs subjects the site to a field inspection requirement for which the buyer may be assessed, at the Director's discretion, either the actual cost incurred by the Division of Mining, Land & Water, or a minimum of \$100.00. (11 AAC 05.010). Reimbursement for costs for the field inspection under this section may be taken from the performance guaranty.

**(17) Project Specific Operating Requirements.**

- (a) The contractor shall locate material site boundaries and verify work area is within the site.
- (b) Maintain a 100ft undisturbed buffer between the site and the Taylor Highway ROW
- (c) Slopes along material site boundaries and soft rock locations will be no steeper than 3H:1V.
- (d) Site will be left in a clean, safe, and stable condition.

**5. Indemnity of Seller and Bonding. Not applicable.**

- (a) The buyer shall indemnify and hold the seller harmless from:

- (1) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the land or operations by the buyer or the buyer's successors, or at the buyer's invitation; and

- (2) any accident or fire on the land; and

- (3) any nuisance on the land; and

- (4) any failure of the buyer to keep the land in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and

- (5) any assignment, sublease, or conveyance, attempted or successful, by the buyer that is contrary to the provisions of this contract.

The buyer will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the land at the buyer's sole risk, and will hold the seller harmless from any claim of loss or damage to them by any cause.

- (b) At the seller's discretion, a buyer may be required to file a bond designed to ensure the buyer's performance and to help protect the seller against any liability that may arise as a result of the activities of the buyer. If required, a bond acceptable to the seller in the amount of \$N/A must be filed with the seller at the time of execution of this contract to ensure the buyer's performance and financial responsibility.

**6. Improvements and Occupancy.**

- (a) Any improvements or facilities including crushers, mixing plants, buildings, bridges, roads, etc., constructed by the buyer in connection with this sale and within the sale area must be in accordance with plans approved by the seller.

- (b) The buyer must, within 60 days after contract completion or termination of the contract by the seller or by operation of law, remove the buyer's equipment and other personal property from the sale area. After removal, the buyer must leave the land in a safe and clean condition that is acceptable to the seller. If the buyer can demonstrate undue hardship, the time for removal of the improvements under this paragraph may be extended at the seller's discretion.

(c) If any of the buyer's property having an appraised value in excess of \$10,000, as determined by the seller, is not removed within the time allowed, that property may, upon 30 days' notice to the buyer, be sold at public auction under the direction of the seller. The proceeds of the sale will inure to the buyer after satisfaction of the expense of the sale and deduction of all amounts then owed to the seller. If there are no other bidders at the sale, the seller may bid on the property, and the seller will acquire all rights, both legal and equitable, that any other purchaser could acquire through a sale and purchase.

(d) If any of the buyer's property having an appraised value of \$10,000 or less, as determined by the seller, is not removed within the time allowed, title to that property automatically vests in the seller.

(e) Special provisions. Special provisions applicable to improvements and occupancy under this contract are listed in paragraph 4 of this contract.

#### 7. Inspection.

(a) The seller must be accorded access, at all times, to the sale area and to the books and records of the buyer, the buyer's contractors, and any sub-contractors relating to operations under this contract for purposes of inspection to assure the faithful performance of the provisions of this contract and other lawful requirements.

(b) At all times when construction or operations are in progress, the buyer shall have a representative readily available to the area of operations who is authorized to receive, on behalf of the buyer, any notices and instructions given by the seller in regard to performance under this contract, and to take appropriate action as is required by this contract.

#### 8. Termination and Suspension.

(a) The seller may terminate the buyer's rights under this contract if the buyer breaches the contract and fails to correct this breach within 30 days after written notice of the breach and an opportunity to be heard.

(b) If the buyer fails to comply with any of the provisions of this contract, the seller may shut down the buyer's operations upon issuance of written notice, until corrective action, as specified by the seller in its notice, is taken. If this corrective action is not taken within 30 days after written notice is served upon the buyer, the seller may terminate the contract under paragraph 8(a) of this contract. The buyer's failure to take immediate corrective action when ordered to remedy dangerous conditions or unwarranted damage to natural resources may be corrected by the seller to prevent danger or additional damage. Any cost incurred by the seller as a result of this corrective action, or by the buyer's failure to take corrective action, must be paid by the buyer.

(c) This contract may also be terminated by mutual agreement of both parties on terms agreed to in writing by both parties.

9. Reservations. The seller reserves the right to permit other compatible uses, including the sale of materials, on the land in the sale area if the seller determines that those uses will not unduly impair the buyer's operations under this contract. Under AS 38.05.125 the seller further expressly reserves to itself, and its successors, forever,

(a) all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every kind, that may be in or upon the land described above, or any part of it; and

(b) the right to explore the land for oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(c) the right to enter by itself or its agents, attorneys, and servants on the land, or any part of it, at any time for the purpose of opening, developing, drilling, and working mines or wells on this or other land and

taking out and removing from it all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(d) the right by itself or its agents, attorneys, and servants at any time (1) to construct, maintain, and use all buildings, machinery, roads, pipelines, powerlines, and railroads; (2) to sink shafts, drill wells, and remove soil; and (3) to occupy as much of the land as may be necessary or convenient for these purposes; and

(e) generally all rights to and control of the land, that are reasonably necessary or convenient to make beneficial and efficient the complete enjoyment of the property and rights that are expressly reserved.

10. Inclusion of Applicable Laws and Regulations. The buyer shall comply with all laws and regulations applicable to operations under this contract, including the provisions of AS 27.19 and 11 AAC 97 regarding mining reclamation, the provisions of AS 41.15 for wildfire prevention and control, the provisions of AS 38.05.550 - 38.05.565, material sale regulations 11 AAC 71, state fish and game regulations pertaining to the protection of wildlife and wildlife habitat, and state regulations pertaining to safety, sanitation, and the use of explosives. These laws and regulations are, by this reference, made a part of this contract, and a violation of them is cause for termination or suspension of this contract in addition to any penalties prescribed by law. These laws and regulations control if the terms of this contract are in conflict with them in any regard.

11. Assignment. This contract may not be assigned by the buyer without the seller's prior written consent to the assignment.

12. Permits. Any permits necessary for operations under this contract must be obtained by the buyer before commencing those operations.

13. Passage of Title. All right, title and interest in or to any material included in the contract shall remain in the State until it has been paid for; provided, however, that the right, title and interest in or to any material that has been paid for but not removed from the sale area by the buyer within the period of the contract or any extension thereof as provided for in this contract shall vest in the seller.

14. Expiration and Extension. This contract expires on the date stated at the top of the contract unless an extension is granted by the seller in accordance with 11 AAC 71.210 (material sale regulations).

15. Warranties. This sale is made without any warranties, express or implied, as to quantity, quality, merchantability, profitability, or fitness for a particular use, of the material to be extracted from the area under contract.

16. Valid Existing Rights. This contract is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date the contract is entered into.

17. Notices. All notices and other writings required or authorized under this contract must be made by certified mail, postage prepaid, to the parties at the following address:

To the Seller: Alaska Department of Natural Resources  
Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska 99709-4699

To the Buyer: Alaska Department of Transportation and Public Facilities  
2301 Peger Road  
Fairbanks, Alaska 99709

18. Integration and Modification. This contract, including all laws and documents that by reference are incorporated in it or made a part of it, contains the entire agreement between the parties. This contract may not be modified or amended except by a document signed by both parties to this contract. Any amendment or modification that is not in writing, signed by both parties, and notarized is of no legal effect.

19. Severability of Clauses of Sale Contract. If any provision of this contract is adjudged to be invalid, that judgment does not affect the validity of any other provision of this contract, nor does it constitute any cause of action in favor of either party as against the other.

20. Construction. Words in the singular number include the plural, and words in the plural number include the singular.

21. Headings. The headings of the numbered paragraphs in this contract shall not be considered in construing any provision of this contract.

22. "Extracted," "Extraction". In this contract, use of the terms "extracted" and "extraction" encompasses the severance or removal, as well as extraction, by the buyer of any materials covered by this contract.

23. Waiver. No agent, representative or employee of the seller has authority to waive any provision of this contract unless expressly authorized to do so in writing by the director of the DMLW.

BY SIGNING THIS CONTRACT, the State of Alaska, as seller, and the buyer, agree to be bound by its provisions as set out above.

BUYER: *Will* *Chief, Law, NR*

Address:

2301 Peger Road  
Fairbanks, Alaska 99709

SELLER: STATE OF ALASKA

*Jeanne Prudx*  
for Director, Division of Mining, Land and Water

Approved:

*Jeanne Prudx*  
for Commissioner, Department of Natural Resources

STATE OF ALASKA            )  
  ) ss.  
4<sup>TH</sup> Judicial District        )

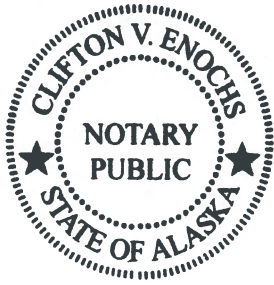
THIS IS TO CERTIFY that on APRIL 21, 2017, before me appeared MARTIN STARR, known by me to be the person named in and who executed this Material Sale Contract and acknowledged voluntarily signing it as buyer.



*Kahlil Wilson*  
Notary Public in and for the State of Alaska  
My commission expires: WITH OFFICE

STATE OF ALASKA            )  
  ) ss.  
4<sup>TH</sup> Judicial District        )

THIS IS TO CERTIFY that on April 24, 2017, before me appeared Jeanne Prudx, known by me to be the representative of the Division of Mining, Land and Water, Department of Natural Resources, who executed this Material Sale Contract on behalf of the State of Alaska, Department of Natural Resources, and who is fully authorized by the State to do so.



*Clifton V. Enoch*  
Notary Public in and for the State of Alaska  
My commission expires: with office

(Note - QAP was supposed to survey the site as part of 2013 Top of World project. Somehow need to get buffers established and surveyed as well. Note that the DNR map/plan shows the official site boundary. DOT has not produced a drawing of the current site config.)

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

**X Northern Region**  
3700 Airport Way  
Fairbanks, AK 99709  
(907) 451-2740

**Southcentral Region**  
550 W 7th Ave., Suite 900C  
Anchorage, AK 99501-3577  
(907) 269-8552

**Southeast Region**  
400 Willoughby, #400  
Juneau, AK 99801  
(907) 465-3400

**MATERIAL SALE CONTRACT  
AS 38.05.550 – 38.05.565**

**Issuance Date: April 15, 2013**

**Expiration Date: April 14, 2023**

**ADL #419839**

Under AS 38.05.550-38.05.565 (Disposal of Materials) and AS 38.05.810(a) (Public and Charitable Use) and the regulations implementing these statutes, the State of Alaska, **Department of Natural Resources (DNR)**, the seller, whose address is 3700 Airport Way, Fairbanks, Alaska 99709, agrees to sell, and the State of Alaska, **Department of Transportation and Public Facilities (DOT&PF)**, the buyer, whose address is 2301 Peger Road, Fairbanks, Alaska 99709, agrees to buy the material designated in this contract, subject to the provisions that follow:

**1. Description: Location, Material, Quantity, and Price.**

(a) The material sale area covered by this contract consists of approximately **24.50** acres. This area is designated by the boundaries shown on the attached sale area map, which is made a part of this contract, or as designated on the ground by the seller, and described as follows:

**MS 785-036-2 located at MP 96 Taylor Highway, north of the Boundary Spur (Top of the World Highway intersection), within the E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$  and SE $\frac{1}{4}$  lying west of the Taylor Highway right-of-way within Section 5, Township 27 North, Range 21 East, Copper River Meridian.**

(b) The material to be removed and the price are:

<u>Type of Material</u>	<u>No. of Units</u>	<u>Unit Price **</u>	<u>Total Price **</u>
<b>Highly weathered schist bedrock, granite &amp; quartzite</b>	300,000 cy	\$0.50	**

**\*\* 11 AAC 05.010(e)(16) requires state, federal and local agencies to pay for materials used in constructing, reconstructing or maintaining a public project as follows: 1) no charge for the first 5,000 cy of material to be used on a project (each year of maintenance constitutes a separate project); and 2) material in excess of 5,000 cy will be charged at the unit price listed in the annual base price schedule established under 11 AAC 71.090 (currently \$ 0.50 cy).**

**2. Payments and Deposits.** No part of the materials sold under this contract may be extracted from the sale area by the buyer except in accordance with the following terms:

ADL 419839 Material Sale Contract

(a) The buyer shall remit an earnest money deposit in the amount of \$ **N/A** (consistent with 11 AAC 71.045 or 11 AAC 71.065, and no less than \$250) along with the bid for a competitive sale contract or at the time a negotiated sale buyer signs this contract. The seller will retain the deposit to cover administrative costs incurred in offering the material sale, except that if the buyer removes and pays for at least 75% of the material volume covered by this contract, the deposit may be applied, in whole or in part, to the final payment that becomes due under this contract.

(b) Additional periodic installment payments as required in paragraph 2(c) must be made for material extracted as of the date payment becomes due but may not exceed the total purchase price.

(c) Each periodic installment payment becomes **due and payable on January 31 of each year** without prior notice to the buyer, for the value of material extracted during the calendar year of January 1 through December 31. The installment must be based on records required in paragraph 3 of this contract and must be submitted to the seller no later than January 31 of each year.

(d) **An annual report is due by January 31 of each year**, without prior notice to the buyer that details the volume of material removed during the calendar year of January 1 through December 31. This report shall be filed regardless of whether material was removed during the reporting period. Failure to file the report by the deadline may result in suspension of the contract and financial penalties. A final accounting and payment for material removed, and a completion statement must be submitted no later than 30 days following contract completion, or when the contractor has completed removal under the contract, or following termination of the contract by the seller or by operation of law. Whether completion is satisfactory will be decided by the Director of the Division of Mining, Land & Water (DMLW) within 30 days after receiving the final accounting report and completion statement.

(e) If the buyer fails to make a payment provided for in this contract, the seller may, under paragraph 8(b) of this contract, order all material extraction suspended immediately. Materials extracted by the buyer during any period of suspension are considered taken in trespass and are to be charged to and paid for by the buyer at triple the unit contract price. Resumption of the lawful taking of materials may be authorized, in writing, by the DMLW only after the payments in arrears plus the penalty provided for in paragraph 2(f) have been paid.

(f) Material extraction in excess of the contract amount will be considered taken in trespass and at the discretion of the Director, DMLW, Lands Section, charged to and paid for by the buyer at no less than triple the current unit fair market value as established periodically by the Northern Regional Office or up to three times the pecuniary gain realized by the buyer as a result of the trespass. Said trespass penalties are in addition to any other administrative or legal proceedings imposed by state law.

(g) Late Payment Penalty will be the greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the seller.

(h) All payments and deposits must be remitted to the DMLW and must be made payable to the Alaska Department of Revenue.

(i) The following special provisions also apply to payments and deposits under this contract:

Should the administrative base price be changed during the term of this contract, the new price will be effective and apply to the material remaining to be extracted under this contract as of the effective date of the price adjustment.

### **3. Method of Volume Determination.**

(a) The method of volume determination for purposes of payment under this contract, along with any special provisions applicable to volume determination, is:

(1) Based on a loose cubic yard quantity as determined by an "in-place" measurement multiplied by a factor of 1.3; or,

(2) Based on a loose cubic yard quantity as determined by a daily vehicle count designating type of vehicle and vehicle capacity.

(b) The buyer shall keep accurate and up-to-date records of all materials extracted. These records are subject to verification by check measure and inspection of the buyer's books by the seller at any time without notice.

(c) All measurements are to be made by or under the direct supervision of buyer personnel acceptable to the seller, including a qualified engineer where the seller deems appropriate, with quantities certified by that person.

#### 4. Operating Requirements.

(a) Boundary Lines and Survey Monuments. No boundary mark of the sale area or any survey line or witness tree for any survey corner or monument may be severed or removed, nor may any survey corner or monument be damaged or destroyed. Any violation of this clause requires the buyer to bear the expense of re-establishing the line, corner, or monument by a registered surveyor in a manner approved by the seller.

(b) Location. The buyer is responsible for the accurate location of operations under this contract, including any survey that may be necessary for accurate location unless otherwise specified in this contract.

(c) Survey. An as built survey of the material site is not required at this time. (see Operating Requirements, (v)(1).

(d) Extraction Area. This contract authorizes removal of material only from the area defined in Section 1(a) of this contract. The buyer is responsible for properly locating the material site and the working limits within that area, as shown on the attached map.

(e) Potential Processing Activities and Other Authorizations. The issuance of this authorization does not alleviate the necessity of the purchaser to obtain authorizations required by other agencies for this activity. Any asphalt processing or related activities and associated structures will not be allowed without prior approval from DNR, the Department of Environmental Conservation and other agencies that require authorizations from the buyer.

(f) Standard of Operations. The buyer shall properly locate the buyer's operations and buyer's improvements within the sale area, and may not commit waste, whether ameliorated or otherwise. In addition to complying with all laws, regulations, ordinances, and orders, the buyer shall maintain the land in a reasonably neat and clean condition. No construction material, fill, waste asphalt, damaged culverts or any other debris shall be stockpiled within pit boundaries. Stockpiled material and/or overburden shall not be placed in wetlands. After completion, expiration, or termination of the contract, the site will be left in a condition that is acceptable to the seller, and reclaimed in accordance with the approved reclamation plan.

(g) Erosion Control and Protection of Waters. Operations in connection with this contract must be conducted so as to avoid damage to streams, lakes, or other waters and land adjacent to them. Vegetation and materials may not be deposited into any stream or other waters. Locations and improvements necessary for stream crossings for haul roads must be approved in advance by the seller. All roads to be abandoned must be treated with measures necessary to prevent erosion in a manner acceptable to the seller. Any damage resulting from failure to perform these requirements must be

ADL 419839 Material Sale Contract

repaired by the buyer to the satisfaction of the seller. Waters include waters defined in 5 AAC 95.010, Protection of Fish and Game Habitat.

(h) Roads. Before constructing any main haul, secondary or spur road across state land, the buyer shall obtain written approval of the proposed location and construction standards of the road from the seller. Road construction must be conducted so as to avoid damage to streams, lakes, or other waters and land adjacent to them.

(i) Water Quality. The buyer shall comply with the State of Alaska water quality standards pursuant to 18 AAC 70, including discharge standards when conducting material washing operations.

(j) Other Authorizations. The issuance of this authorization does not alleviate the necessity of the purchaser to obtain authorizations required by other agencies for this activity.

(k) Fire Protection. The buyer shall take all necessary precautions for the prevention of wildfires and is responsible for the suppression, and must bear the suppression costs, of all destructive or uncontrolled fires occurring in or outside the sale area resulting from any of the buyer's operations under this contract. The buyer shall comply with all laws, regulations, and ordinances promulgated by all governmental agencies responsible for fire protection in the area.

(l) Supervision. The buyer shall maintain adequate supervision at all times when operations are in progress to ensure that the provisions of this contract and all applicable federal, state, and local laws, regulations, and ordinances governing the operations are enforced. At all times when operations are in progress, the buyer, or a person authorized by the buyer to assume the responsibilities imposed by this contract, shall be present on the sale area.

(m) Agents. The provisions of this contract apply with equal force upon an agent, employee, or contractor designated by the buyer to perform any of the operations relating to extraction of the materials sold under this contract. The buyer is liable for noncompliance caused by any such agent, employee, or contractor.

(n) Access. The seller makes no representations that it will construct or maintain access to the land. Access over any route not under the seller's control is the responsibility of the buyer. The buyer agrees that any permanent access or right-of-way obtained over privately owned property will provide a permanent easement to the seller.

(o) Alaska Historic Preservation Act. The buyer will consult the Alaska Heritage Resources Survey (907) 269-8721 so that known historic, archaeological and paleontological sites may be avoided. 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 will be notified immediately.

(p) Vehicle Maintenance. Vehicle maintenance will be performed only over an effective impermeable barrier.

(q) Fuel and hazardous substances. No fuel or hazardous substances are to be stored on the subject parcel. Prior written approval from the seller is required for a change in this restriction. Such approval may include additional operating requirements and a change in the amount required for the performance guarantee. The disposal of hazardous substances or hydrocarbons is prohibited.

(r) Notification. The buyer will immediately notify the Department of Natural Resources and the Department of Environmental Conservation by phone of any unauthorized discharges of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons

solely to land and outside an impermeable revetment. If a discharge of oil is greater than 10 gallons but less than 55 gallons it must be reported within 48 hours by phone or fax. If a discharge is less than 10 gallons it may be reported in writing on a monthly basis. If an unauthorized discharge greater than 55 gallons is made to a secondary containment, it must be reported within 48 hours by phone or fax. All fires and explosions must also be reported. The DNR 24 hour spill report number is (907) 451-2678; the fax number is (907) 451-2751. The DEC oil spill report number is (800) 478-9300. DNR and DEC will be supplied with all follow-up incident reports.

(s) Reclamation. Upon completion, expiration, or termination of the contract, the site will be left in a condition that is acceptable to the DMLW and reclaimed in accordance with the DNR approved Mining and Reclamation plan. Reclamation shall be to the standards of the DMLW and shall include repair of access roads to and within the site, disposal of remaining stockpiles, other procedures that will be used to stabilize and reclaim the area and any other site specific measures that may be necessary. This contract is subject to the attached approved reclamation plan in accordance with AS 27.19.

(t) SWPP and APDES. The buyer shall comply with the requirement of the Alaska Pollutant Discharge Elimination System (APES) and if applicable, to maintain and operate the site in accordance with an approved Storm Water Pollution Prevention Plan (SWPP).

(u) Use of Material. This contract authorizes the excavation and use of material for the express purpose of providing material for construction and maintenance of public projects.

(v) Project Specific Operating Requirements.

(1) Boundary Marking. DOT&PF or its contractors will clearly mark the boundaries of the material site to ensure that no extraction occurs outside the boundaries of the survey site. The boundaries of the site will be surveyed.

##### **5. Indemnity of Seller and Bonding. Not applicable.**

(a) The buyer shall indemnify and hold the seller harmless from:

(1) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the land or operations by the buyer or the buyer's successors, or at the buyer's invitation; and

(2) any accident or fire on the land; and

(3) any nuisance on the land; and

(4) any failure of the buyer to keep the land in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and

(5) any assignment, sublease, or conveyance, attempted or successful, by the buyer that is contrary to the provisions of this contract.

The buyer will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the land at the buyer's sole risk, and will hold the seller harmless from any claim of loss or damage to them by any cause.

(b) At the seller's discretion, a buyer may be required to file a bond designed to ensure the buyer's performance and to help protect the seller against any liability that may arise as a result of the activities of the buyer. If required, a bond acceptable to the seller in the amount of \$N/A must be filed with the seller at the time of execution of this contract to ensure the buyer's performance and financial responsibility.

**6. Improvements and Occupancy.**

(a) Any improvements or facilities including crushers, mixing plants, buildings, bridges, roads, etc., constructed by the buyer in connection with this sale and within the sale area must be in accordance with plans approved by the seller.

(b) The buyer must, within 60 days after contract completion or termination of the contract by the seller or by operation of law, remove the buyer's equipment and other personal property from the sale area. After removal, the buyer must leave the land in a safe and clean condition that is acceptable to the seller. If the buyer can demonstrate undue hardship, the time for removal of the improvements under this paragraph may be extended at the seller's discretion.

(c) If any of the buyer's property having an appraised value in excess of \$10,000, as determined by the seller, is not removed within the time allowed, that property may, upon 30 days' notice to the buyer, be sold at public auction under the direction of the seller. The proceeds of the sale will inure to the buyer after satisfaction of the expense of the sale and deduction of all amounts then owed to the seller. If there are no other bidders at the sale, the seller may bid on the property, and the seller will acquire all rights, both legal and equitable, that any other purchaser could acquire through a sale and purchase.

(d) If any of the buyer's property having an appraised value of \$10,000 or less, as determined by the seller, is not removed within the time allowed, title to that property automatically vests in the seller.

(e) Special provisions. Special provisions applicable to improvements and occupancy under this contract are listed in paragraph 4 of this contract.

**7. Inspection.**

(a) The seller must be accorded access, at all times, to the sale area and to the books and records of the buyer, the buyer's contractors, and any sub-contractors relating to operations under this contract for purposes of inspection to assure the faithful performance of the provisions of this contract and other lawful requirements.

(b) At all times when construction or operations are in progress, the buyer shall have a representative readily available to the area of operations who is authorized to receive, on behalf of the buyer, any notices and instructions given by the seller in regard to performance under this contract, and to take appropriate action as is required by this contract.

**8. Termination and Suspension.**

(a) The seller may terminate the buyer's rights under this contract if the buyer breaches the contract and fails to correct this breach within 30 days after written notice of the breach and an opportunity to be heard.

(b) If the buyer fails to comply with any of the provisions of this contract, the seller may shut down the buyer's operations upon issuance of written notice, until corrective action, as specified by the seller in its notice, is taken. If this corrective action is not taken within 30 days after written notice is served upon the buyer, the seller may terminate the contract under paragraph 8(a) of this contract. The buyer's failure to take immediate corrective action when ordered to remedy dangerous conditions or unwarranted damage to natural resources may be corrected by the seller to prevent danger or additional damage. Any cost incurred by the seller as a result of this corrective action, or by the buyer's failure to take corrective action, must be paid by the buyer.

(c) This contract may also be terminated by mutual agreement of both parties on terms agreed to in writing by both parties.

**9. Reservations.** The seller reserves the right to permit other compatible uses, including the sale of materials, on the land in the sale area if the seller determines that those uses will not unduly impair the buyer's operations under this contract. Under AS 38.05.125 the seller further expressly reserves to itself, and its successors, forever,

(a) all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils of every kind, that may be in or upon the land described above, or any part of it; and

(b) the right to explore the land for oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(c) the right to enter by itself or its agents, attorneys, and servants on the land, or any part of it, at any time for the purpose of opening, developing, drilling, and working mines or wells on this or other land and taking out and removing from it all oil, gas, coal, ores, minerals, fissionable materials, geothermal resources, and fossils; and

(d) the right by itself or its agents, attorneys, and servants at any time (1) to construct, maintain, and use all buildings, machinery, roads, pipelines, powerlines, and railroads; (2) to sink shafts, drill wells, and remove soil; and (3) to occupy as much of the land as may be necessary or convenient for these purposes; and

(e) generally all rights to and control of the land, that are reasonably necessary or convenient to make beneficial and efficient the complete enjoyment of the property and rights that are expressly reserved.

**10. Inclusion of Applicable Laws and Regulations.** The buyer shall comply with all laws and regulations applicable to operations under this contract, including the provisions of AS 27.19 and 11 AAC 97 regarding mining reclamation, the provisions of AS 41.15 for wildfire prevention and control, the provisions of AS 38.05.550 - 38.05.565, material sale regulations 11 AAC 71, state fish and game regulations pertaining to the protection of wildlife and wildlife habitat, and state regulations pertaining to safety, sanitation, and the use of explosives. These laws and regulations are, by this reference, made a part of this contract, and a violation of them is cause for termination or suspension of this contract in addition to any penalties prescribed by law. These laws and regulations control if the terms of this contract are in conflict with them in any regard.

**11. Assignment.** This contract may not be assigned by the buyer without the seller's prior written consent to the assignment.

**12. Permits.** Any permits necessary for operations under this contract must be obtained by the buyer before commencing those operations.

**13. Passage of Title.** All right, title and interest in or to any material included in the contract shall remain in the State until it has been paid for; provided, however, that the right, title and interest in or to any material that has been paid for but not removed from the sale area by the buyer within the period of the contract or any extension thereof as provided for in this contract shall vest in the seller.

**14. Expiration and Extension.** This contract expires on the date stated at the top of the contract unless an extension is granted by the seller in accordance with 11 AAC 71.210 (material sale regulations).

**15. Warranties.** This sale is made without any warranties, express or implied, as to quantity, quality, merchantability, profitability, or fitness for a particular use, of the material to be extracted from the area under contract.

**16. Valid Existing Rights.** This contract is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date the contract is entered into.

**17. Notices.** All notices and other writings required or authorized under this contract must be made by certified mail, postage prepaid, to the parties at the following address:

To the Seller: Alaska Division of Mining, Land and Water  
3700 Airport Way  
Fairbanks, Alaska 99709-4699

To the Buyer: Alaska Department of Transportation and Public Facilities  
2301 Peger Road  
Fairbanks, Alaska 99709

**18. Integration and Modification.** This contract, including all laws and documents that by reference are incorporated in it or made a part of it, contains the entire agreement between the parties. This contract may not be modified or amended except by a document signed by both parties to this contract. Any amendment or modification that is not in writing, signed by both parties, and notarized is of no legal effect.

**19. Severability of Clauses of Sale Contract.** If any provision of this contract is adjudged to be invalid, that judgment does not affect the validity of any other provision of this contract, nor does it constitute any cause of action in favor of either party as against the other.

**20. Construction.** Words in the singular number include the plural, and words in the plural number include the singular.

**21. Headings.** The headings of the numbered paragraphs in this contract shall not be considered in construing any provision of this contract.

**22. "Extracted," "Extraction".** In this contract, use of the terms "extracted" and "extraction" encompasses the severance or removal, as well as extraction, by the buyer of any materials covered by this contract.

**23. Waiver.** No agent, representative or employee of the seller has authority to waive any provision of this contract unless expressly authorized to do so in writing by the director of the DMLW.

ADL 419839 Material Sale Contract

BY SIGNING THIS CONTRACT, the State of Alaska, as seller, and the buyer, agree to be bound by its provisions as set out above.

BUYER: State of Alaska  
DOT/PF

SELLER: State of Alaska  
Department of Natural Resources

D. PETE EAGAN  
Address: FOR JOAN F. BERNETT

Christilles  
Director, Division of Mining, Land and Water

2301 Ryder Rd  
FBKs AK 99709

STATE OF ALASKA )  
4<sup>TH</sup> Judicial District ) ss.

THIS IS TO CERTIFY that on April 15, 2013, before me appeared D. Pete Eagan, known by me to be the person named in and who executed this Material Sale Contract and acknowledged voluntarily signing it as buyer.



Veronica L Garrison  
Notary Public in and for the State of Alaska  
My commission expires: with office

**Please do not write below this line. This space reserved for Department of Natural Resources.**

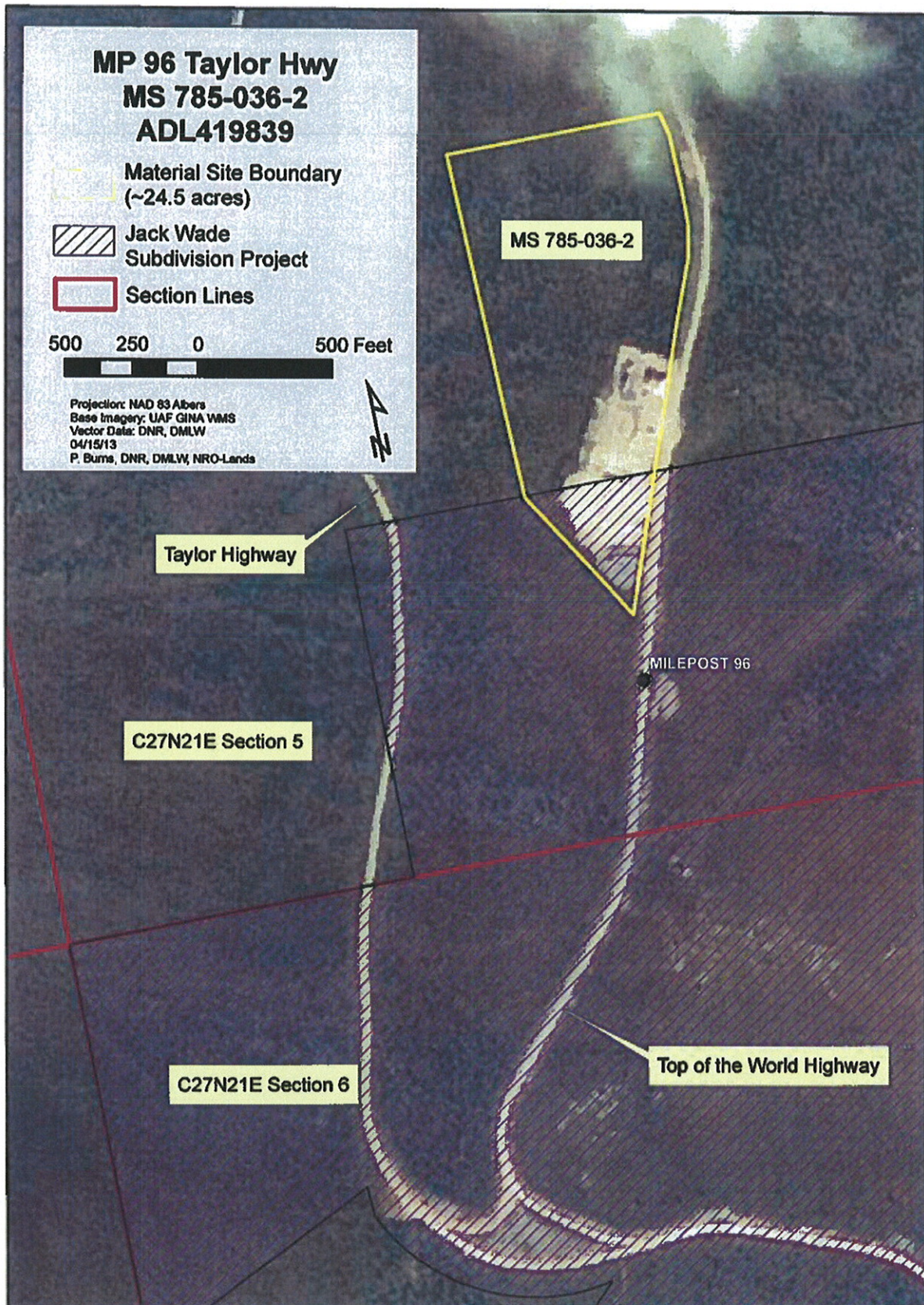
STATE OF ALASKA )  
4<sup>TH</sup> Judicial District ) ss.

THIS IS TO CERTIFY that on April 15, 2013, before me appeared Christilles, known by me to be the representative of the Division of Mining, Land and Water, Department of Natural Resources, who executed this Material Sale Contract on behalf of the State of Alaska, Department of Natural Resources, and who is fully authorized by the State to do so.



Susan L Malen  
Notary Public in and for the State of Alaska  
My commission expires: with office

# Attachment A



**State of Alaska**  
**Department of Transportation & Public Facilities**  
**Mining and Reclamation Guidelines**  
**Material Site 785-036-2**  
**Taylor Highway MP 96**

These guidelines are subject to the Alaska Department of Natural Resources (DNR) Material Sale Contract, ADL 419839, and stipulations contained therein. For each new use or project, the user or contractor shall submit a Project Mining and Reclamation Plan to DNR for approval, subject to DOT&PF review, prior to any mining activities.

**Legal Description**

T27N, R21E, CRM, Section 5:

Those portions of the E $\frac{1}{2}$  E $\frac{1}{2}$  SW $\frac{1}{4}$  and SE $\frac{1}{4}$  lying west of the Taylor Highway R/W.

The site contains approximately 26.7 acres.

**General Information**

This material site is located on a ridge west of the Taylor Highway at Mile 96, north of the Boundary Spur (Top of the World Highway) intersection. Past mining occurred outside the authorized acreage to the south. The current DOT&PF plan is to expand the site to include the disturbed acreage (see Legal Description).

This bedrock site contains weathered schist, granite and quartzite with both soft and hard rock layers present. If hard zones are encountered, blasting may be required. The site was established in the mid-1970's when the highway was constructed. The most recent DOT&PF site exploration occurred in 1995. Groundwater is not anticipated but discontinuous permafrost is present. Additional site information is available at the DOT&PF Materials office, 2301 Peger Road, Fairbanks, Alaska 99709.

**Development Plan**

Mine the site in 5-acre cells, closing out and reclaiming one cell prior to or simultaneous to developing the next. Current mining activity is in Cell 1 in the southern part of the site. Cell 2 is north of Cell 1. Stockpile vegetation and overburden separately, adjacent to the buffer, on the west and/or south sides of Cell 1. After each use smooth and shape the pit to blend with surrounding terrain.

**Buffers**

Maintain an undisturbed 100-foot-wide buffer along the highway right-of-way. Where this buffer has already been disturbed, reclaim to re-establish the buffer, while leaving an access road into the site (30-foot-wide). The rest of the site perimeter shall have a 50-foot-wide undisturbed buffer.

## Mining Guidelines

The Plan will adhere to the following guidelines.

1. The contractor or user shall locate the material site boundaries to verify work areas are within the site.
2. Clearly mark buffer lines on the ground in work areas and leave buffers undisturbed.
3. Place organic material and overburden in separate piles adjacent to buffers.
4. Stockpile overburden separately from vegetation/organics for future reclamation or use directly for reclamation of previously mined areas.
5. Do not place organics or overburden piles in future mining area.
6. The rock can likely be mined using conventional methods of ripping and excavation. However, hard rock zones may require blasting. The potential for bench development in Cell 1 is somewhat limited by the site configuration. The Taylor Highway lies down-slope of the site (to the west), so safety issues must be addressed in the Plan.
7. If blasting is required, prior coordination is required with appropriate agencies. Persons conducting blasting shall be licensed by the State of Alaska for such purposes and shall observe all applicable laws and regulations.
  - a. The contractor or user will describe the proposed blasting plan, methods and equipment to be used in the Project Mining and Reclamation Plan.
  - b. Contractors or users are responsible for proper storage of explosives as set forth in Title 29 CFR 1910.109 and Title 27 CFR Part 555 as outlined in by the BATFE Regulation Book.
  - c. Individual bench faces may be up to 20-feet high and vertical, but overall slope angles within the active pit will be no steeper than 1H: 4V.
  - d. At the end of each use, faces shall be scaled of loose or unstable rock.
  - e. As necessary, working faces will be posted and/or warning barriers constructed to protect the public from rockfall or falling hazards.
  - f. No undetonated explosives of any type will be left in or on the site at the end of a project or use, including undetonated explosives in the ground. Contractor or user is responsible for removal or detonation of all explosives.
8. Pit perimeter slopes (i.e. adjacent to buffers) shall not be steeper than 3H: 1V.
9. Grade the pit floor flat to gently sloping to blend with earlier depth limits and to keep drainage within the pit area.
10. After each use, remove all equipment and man-made debris from the site. No waste concrete, asphalt, paving, bitumen, damaged culverts, or any other demolition debris may be placed, stored, or abandoned in the site
11. All mining and stockpiling activities shall be in accordance with applicable Construction General Permits (CGP) and Storm Water Pollution Prevention Plans (SWPPP).

## **Reclamation Objectives and Guidelines**

The reclamation plan has several objectives:

1. To close out and reclaim a cell as soon as it is depleted.
2. To not preclude or hinder future development of un-mined areas.
3. To blend with previous reclamation and surrounding topography.
4. To prevent erosion and sediment transport to surrounding, undisturbed areas.
5. To allow reestablishment of native vegetation and wildlife habitat.
6. To leave the site in a safe condition that does not endanger people or wildlife.

Reclamation activities will include:

1. In areas of soft rock that can be graded, leave slopes adjacent to buffers, or where future development is not anticipated at 3H: 1V or flatter. Spread available overburden and then organic material on reclaimed slopes. Consult DNR, NRO to determine if seeding will be required and what type/source.
2. In areas with steep quarry walls where no further mining will occur, rock faces will be left such that the overall slope angle are 1H:4V or flatter. Faces shall be scaled of loose or unstable rock to reduce rockfall hazards. Access to benches and top of worked faces will be blocked to protect the public.

## **Project Mining and Reclamation Plan**

Prior to use of the site for any project, the contractor or user shall submit a Project Mining and Reclamation Plan, in accordance with A.S. 27.19 and 11 AAC 97 to DNR for approval by DNR, subject to DOT&PF review. The Plan describes the proposed plan of operation and shall be in compliance with guidelines listed here. Upon approval, the Plan will be followed by the contractor or user and if applicable, the DOT&PF Project Engineer. The plan should include the following:

### **Sketch Map**

The sketch map shall include:

1. Site boundaries
2. Proposed working limits, to be marked on the ground
3. Organic debris and overburden stockpile areas
4. Work pad, stockpile locations, processing equipment
5. Scale of drawing, north arrow, and specific dimensions as appropriate

### **Narrative**

The narrative shall include:

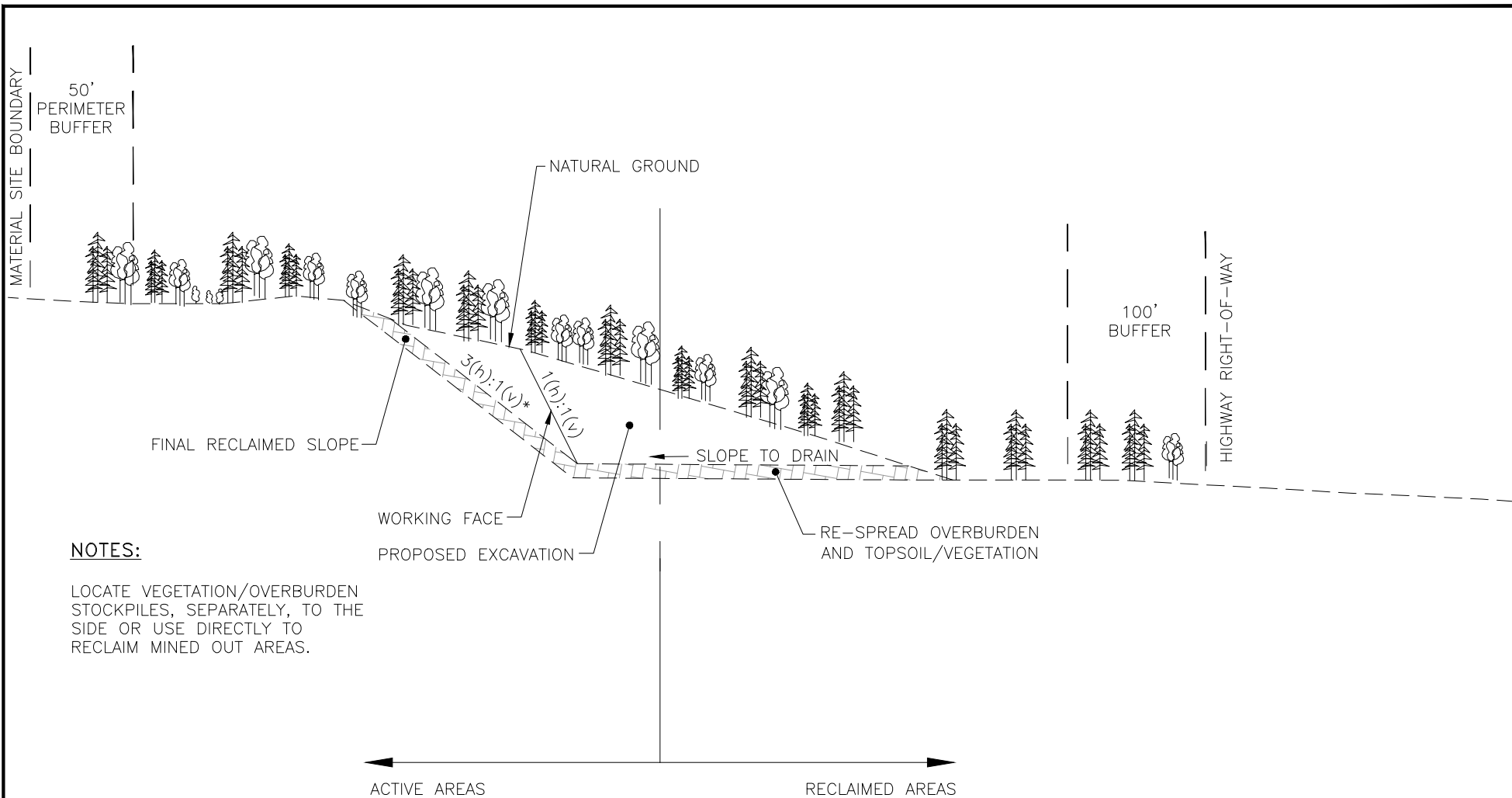
1. Methods of operation
2. Estimated quantities for removal
3. Estimated areal extents (acreage)
4. Length and times of operation (day, month, year, and working hours)
5. Blasting plan if applicable with safety measures
6. Air and water pollution control measures
7. Reclamation measures

## **Supplements and amendments**

Supplements and amendments to an approved mining and reclamation plan may be initiated by the contractor, user or the Project Engineer, when conditions warrant such action.

Supplements and amendments must be mutually agreed upon and proper approval obtained prior to commencement of work of a changed nature.

1. Minor changes are those that affect details of the operation, but remain in compliance with the development guidelines. These changes may be authorized by the Project Engineer.
2. Major changes are those which cause the final outcome of the site to be significantly different from the approved mining and reclamation plan or are not in compliance with the development guidelines. These require approval by DNR NRO and coordination with appropriate regulatory agencies prior to approval by the Engineer.

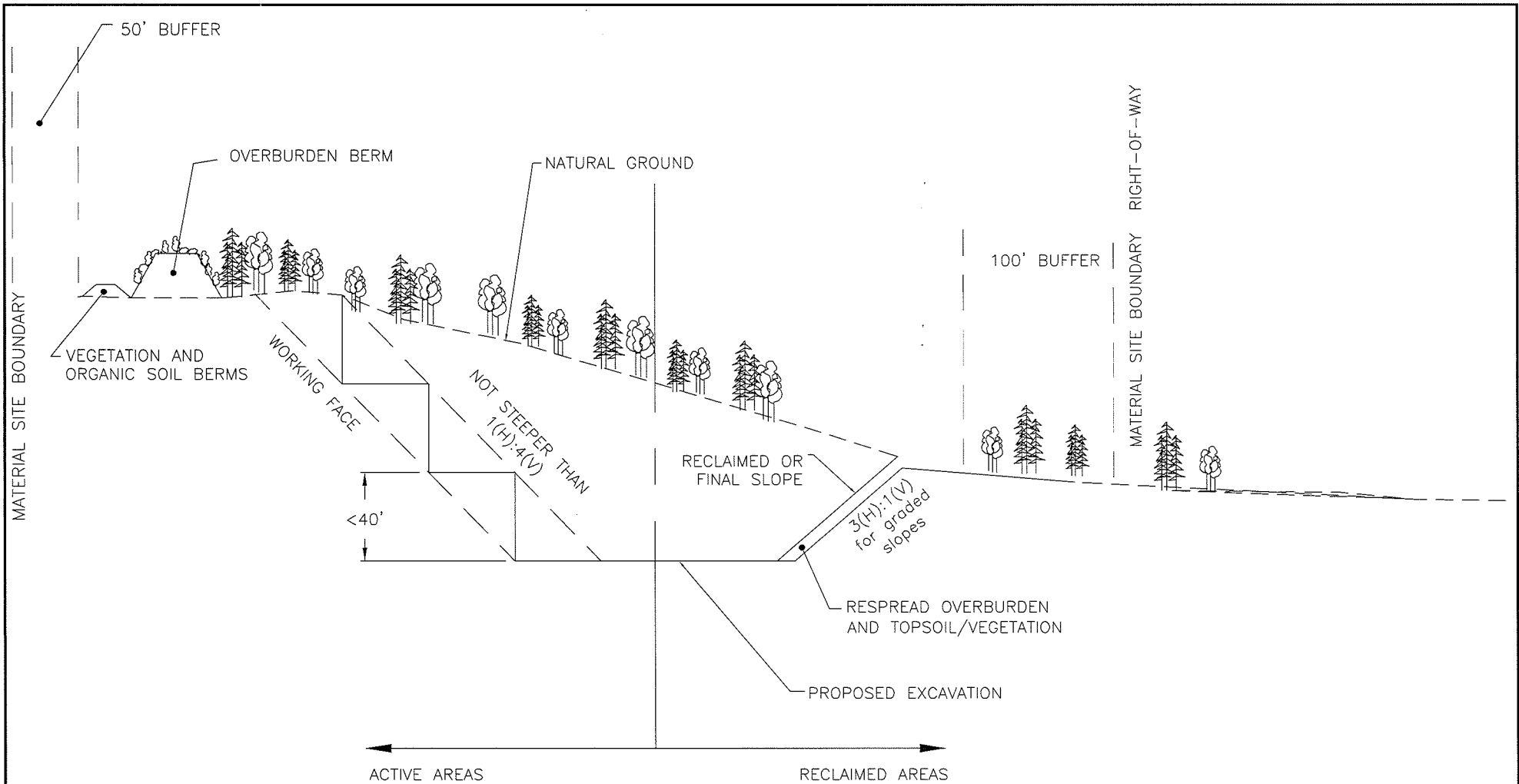


**NOTES:**

LOCATE VEGETATION/OVERBURDEN STOCKPILES, SEPARATELY, TO THE SIDE OR USE DIRECTLY TO RECLAIM MINED OUT AREAS.

TYPICAL CROSS SECTION OF EXCAVATION IN  
SOFT WEATHERED ROCK ON HILLSIDE  
NOT TO SCALE

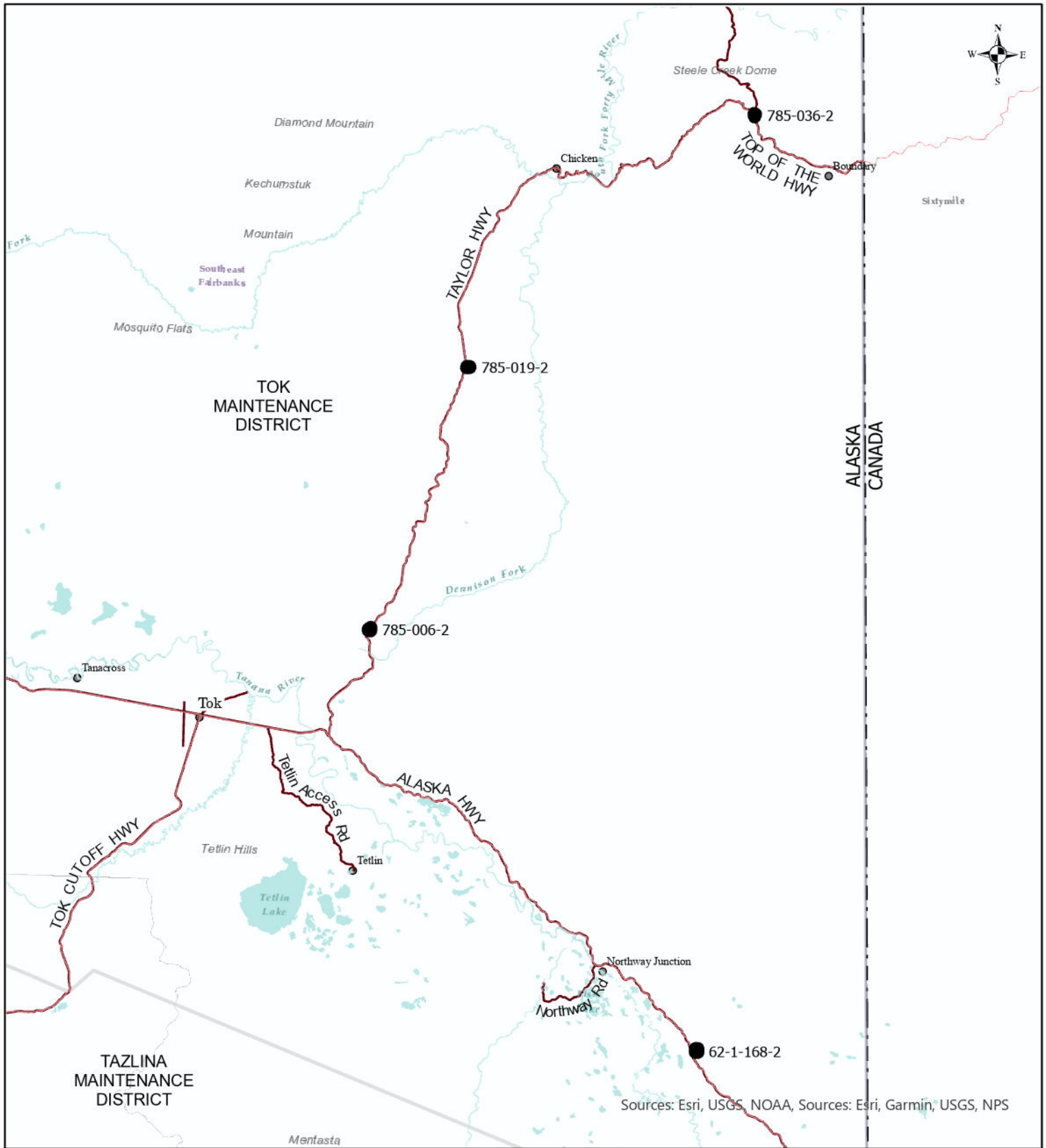
STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	
DATA: JR	MATERIAL SITE DEVELOPMENT GUIDELINES
DRAWN: EJM	
APPROVED:	PROJECT NO.
DATE: MARCH 2011	



TYPICAL CROSS SECTION OF ROCK QUARRY  
NOT TO SCALE

STATE OF ALASKA  
DEPARTMENT OF TRANSPORTATION  
AND PUBLIC FACILITIES

DATA: JR	MATERIAL SITE MINING AND RECLAMATION GUIDELINES
DRAWN: JR	
APPROVED:	PROJECT NO.
DATE: JUNE 2011	C:\Temp\785-052 qry-1



Sources: Esri, USGS, NOAA, Sources: Esri, Garmin, USGS, NPS



**Legend**

- Site Limits
- DOT&PF Road System
- - - State Border
- Cities

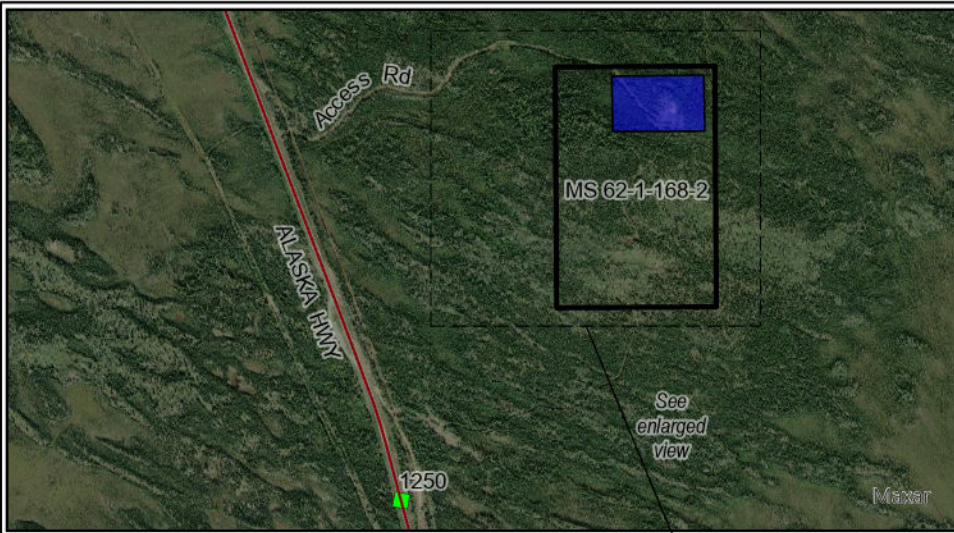


STATE OF ALASKA  
 Department of Transportation and Public Facilities  
 2301 Peger Road Fairbanks, AK 99709

**NR FFY24 AGGREGATE  
 STOCKPILING SITES  
 TOK DISTRICT**

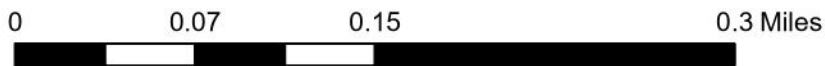
DATE: January 2024

FIGURE 1 / 5



**Legend**

-  DOT&PF Road System
-  Site Limits
-  Planned Mining/Work Area



STATE OF ALASKA  
 Department of Transportation and Public Facilities  
 2301 Peger Road Fairbanks, AK 99709

**NR AGGREGATE PROGRAM  
 TOK DISTRICT  
 ALASKA HWY MILE 1250.6 62-1-168-2**

DATE: January 2024

FIGURE 2 / 5



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



**Legend**

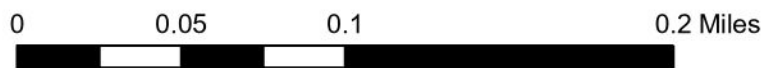
-  DOT&PF Road System
-  Site Limits
-  Planned Mining/Work Area

STATE OF ALASKA  
 Department of Transportation and Public Facilities  
 2301 Peger Road Fairbanks, AK 99709

**NR AGGREGATE PROGRAM  
 TOK DISTRICT  
 TAYLOR HWY MILE 13.4 785-006-2**

DATE: January 2024

FIGURE 3 / 5





**Legend**

-  DOT&PF Road System
-  Site Limits
-  Planned Mining/Work Area



STATE OF ALASKA  
 Department of Transportation and Public Facilities  
 2301 Peger Road Fairbanks, AK 99709

**NR AGGREGATE PROGRAM  
 TOK DISTRICT  
 TAYLOR HWY MILE 43.4 785-019-2**

DATE: January 2024

FIGURE 4 / 5



**Legend**

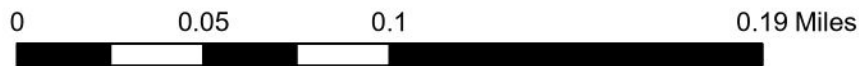
- DOT&PF Road System
- Site Limits
- Planned Mining/Work Area

STATE OF ALASKA  
 Department of Transportation and Public Facilities  
 2301 Peger Road Fairbanks, AK 99709

**NR AGGREGATE PROGRAM  
 TOK DISTRICT  
 TAYLOR HWY MILE 96.1 785-036-2**

DATE: January 2024

FIGURE 5 / 5



**STATEWIDE MATERIAL SITE INVENTORY**

**MATERIAL SITE**  
**INSPECTION REPORT**

**Federal Project No. STP-000S(823)**  
**AKSAS Project No. 76149**

**TAYLOR HIGHWAY**

**MS 785-006-2**

June 19, 2014

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LOCATION MAP .....	2
SITE MAP .....	3A & 3B
INSPECTION FORM.....	4 thru 10

**CATEGORY:**

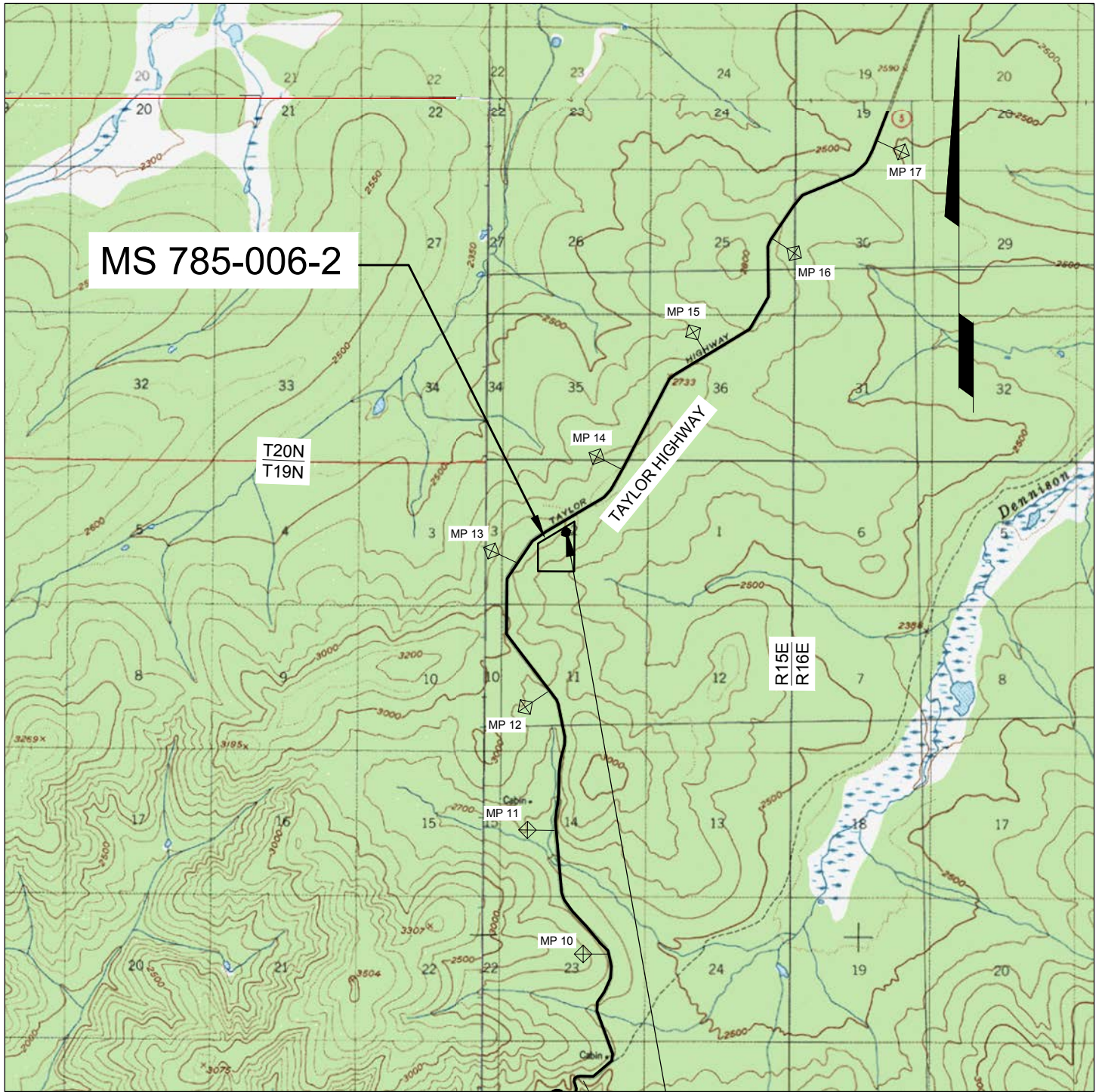
**ACTIVE – POTENTIAL**

According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case file abstracts, this site lies on State of Alaska lands managed by DNR. The site lies within Section 2, T19N, R15E, CRM.

In 1960, an indefinite right-of-way grant (F-25614) was issued to DOT&PF by BLM. The right-of-way was closed in 1985 when the land was patented to the State of Alaska (F-28268 / PA 50-85-0224 / GS 912). DOT&PF had a material sale contract from DNR that expired in 2009 (ADL 410405). A small expansion area was tacked onto the north site of the site, apparently in the year 2000. The site was closed in 2014 by DNR.

The site is currently a DMLW Northern Region Office (NRO) Designated Master Material Site (ADL 419691) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR. The site adjoins the Taylor Highway right-of-way and there is an existing access road into the pit. The site appears to contain significant quantities of weathered rock and should be retained by DOT&PF for future use.

# LOCATION MAP



U.S.G.S. QUADRANGLE: TANACROSS (B-3), (B-4), (C-3) & (C-4)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)  
 ZONE 7: N 7,037,331 E 425,991  
 AK STATE PLANE (NAD83-US SURVEY FT)  
 ZONE 2: N 3,455,896 E 1,561,146

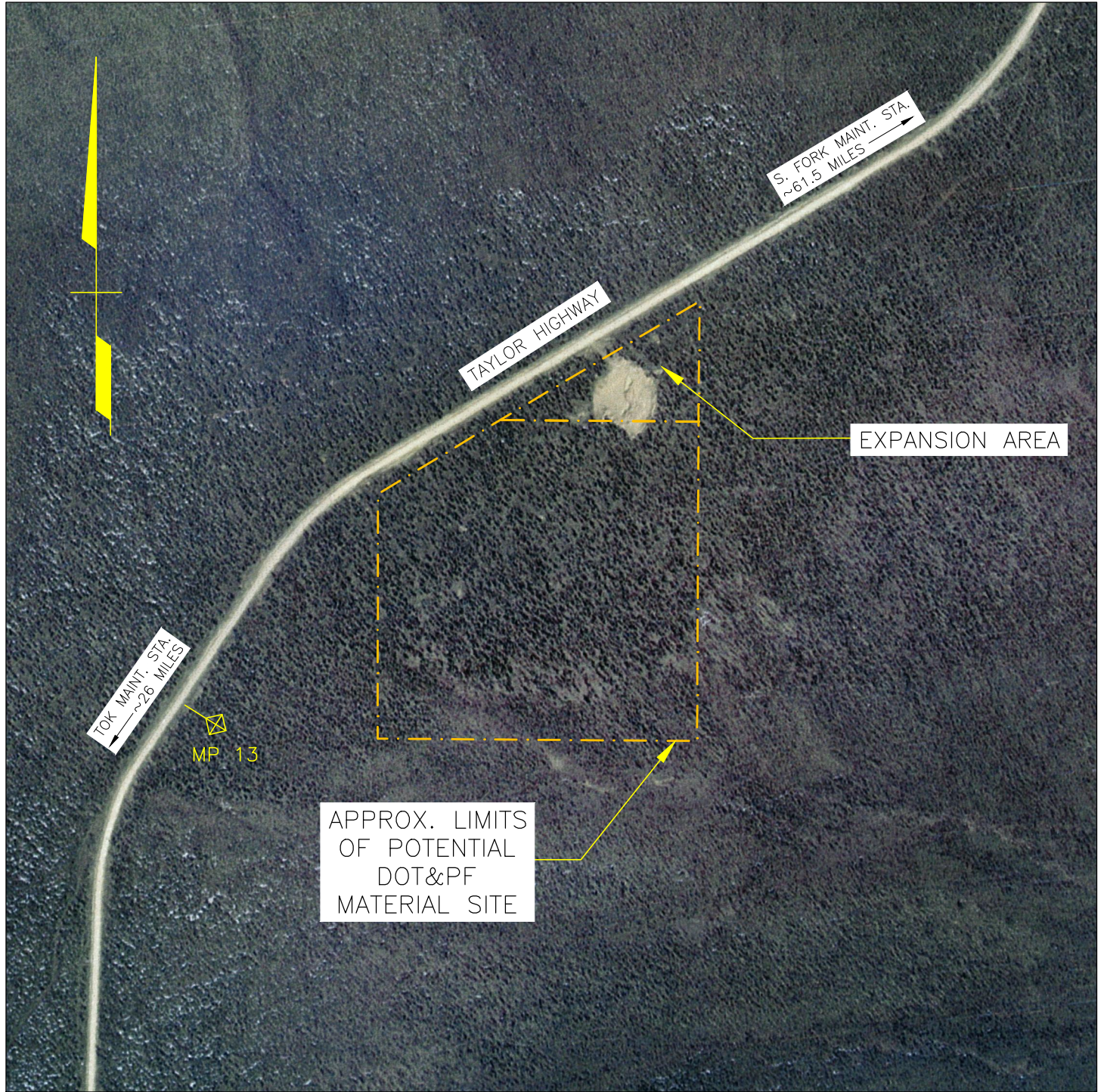
## ACTIVE - POTENTIAL



GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 785-006-2			
SCALE AS SHOWN	DESIGNED T.G.H. CHECKED C.H.R.	DRAWN T.G.H. DATE JUNE 2014	PAGE 2

# SITE MAP



BASE MAP IS MAY 12, 1970 AERIAL PHOTOGRAPHY.  
 THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
 DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE  
 UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - POTENTIAL



Prepared By:  
 R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 785-006-2			
SCALE	DESIGNED	DRAWN	PAGE
AS SHOWN	T.G.H. C.H.R.	T.G.H. DATE MAY 2014	3A

# SITE MAP



BASE MAP IS MAY 12, 1970 AERIAL PHOTOGRAPHY.  
 THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
 DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE  
 UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - POTENTIAL

0 150 300 600 900



GRAPHIC SCALE IN FEET

Prepared By:  
 R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 785-006-2			
SCALE AS SHOWN	DESIGNED T.G.H. CHECKED C.H.R.	DRAWN T.G.H. DATE SEPT 2013	PAGE 3B

Z:\project\1443.03\785 Taylor Highway\MS 785-006-2-A\acad\MS\_Site\_Map\_785-006-2.dwg

Plotted 7/31/2015 10:17 AM by Tatyana Benko



**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

16. **POTENTIAL\_STATUS** SIGNIFICANT

Estimated quantity of material in the site at the time of inspection.

- |             |   |
|-------------|---|
| NONE        | There appeared to be no useable material in the site.   |
| LIMITED     | There appeared to be less than 25,000 c.y. available within the developed site.   |
| SIGNIFICANT | There appeared to be greater than 25,000 c.y. available within the developed site.  |
| EXPANDABLE  | There was limited material within the developed site, but there appeared to be significant material outside existing site limits. |
| UNDEVELOPED | The pit has not been mined/explored (used only for proposed sites).   |
| CLOSED      | There may be useable material left in the pit but it is not available.  |
| UNKNOWN     |   |
| OTHER       | The site does not fit any of the categories above. Explain in Section 44, Notes.  |

17. **PRESENT\_USERS**

17a. **PRESENT\_USER\_1** DOT&PF MAINTENANCE

17b. **PRESENT\_USER\_2** DOT&PF CONSTRUCTION

17c. **PRESENT\_USER\_3** \_\_\_\_\_

18. **PERMITTED\_ACREAGE** 42.7

Area within site permit or R.O.W. boundaries, from permit application or property plat.

19. **DEVELOPED\_ACREAGE** 1.6

Area within an existing pit, excluding spoil berms lying outside the pit, access roads etc. Explain below.

20. **ACREAGE\_COMP\_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST\_QUAN\_AVAIL** 520,000 ROUGH ESTIMATE

Estimated quantity available (b.c.y.), may be based on acreage computed above plus expansion area.

Explain computation assumptions and calculations below.

Area	<u>Existing Pit</u>	<u>Undeveloped Area</u>	_____
Acres	1.6	27.9	_____
Est. Depth (ft.)	10	18	_____
Factor (b.c.y. / acre-foot)	1,000	1,000	_____
Est. Quant. (c.y.)	16,000	502,000	_____

The estimate assumes that there is still material remaining in the pit and that it could be deepened an average of 10 feet. Spoil berms would have to be moved. For expanding the pit south an average working depth of 20 feet was used including 2 feet of overburden.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

22. **ACCESS\_TYPE** EXISTING ROAD / OPEN

NONE	No access road has been built.
EXISTING ROAD / OPEN	Drivable. May have gate.
EXISTING ROAD / REVEG	Can be reopened with little effort.
EXISTING ROAD / CLOSED W/BERMS	Can be reopened with little effort.
EXISTING ACCESS / REMOVED	Can be reopened with much effort.
SNOW ROAD	Can only be accessed during winter.
ICE ROAD	Requires crossing river or lake ice in the winter.
BARGE	Material can only be moved by barge.
OTHER	The site does not fit any of the categories above. Describe in Section 44, Notes.

23. **ACCESS\_LENGTH** 100  
Approx. length from edge of pit to highway/secondary route (ft.)

24. **VEGETATION**

During the July 2014 inspection vegetation in the area consisted of spruce and birch trees 2 to 6 inches in diameter on 5 to 20-foot centers with heights up to 30 feet. It was observed that most of the spruce trees appeared to be dead.

25. **TYPE\_1** BORROW PIT                      26. **TYPE\_2** QUARRY

Dominant type	Subordinate type
General Types of Materials Available	Enter data in Type_2 only if two types of material site available
QUARRY	Bedrock sources requiring blasting
BORROW PIT	Soils or soft bedrock (rippable), above water table
BAILING	Requires production below the water table
RIVER BAR	Sand/gravel bars in active channels

27. **OB\_CLASS\_1** <3 FT.                      28. **OB\_CLASS\_2** <3 FT.

New Site or expansion Area	Existing Pit (Spoil)
A site may have both. Data should be based on actual subsurface exploration, otherwise unknown.	
Estimated average depth over the area.	
NONE	3 TO 6 FT.
<3 FT.	>6 FT.
	UNKNOWN
	OTHER

29. **OB\_TYPE\_1** SILT                      30. **OB\_TYPE\_2** SPOIL

New Site or expansion Area	Existing Pit (Spoil)
A site may have both.	
SILT	PEAT
COLLUVIUM	SPOIL
	SOLID WASTE
	UNKNOWN
	OTHER

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

<p><b>31. MAT_TYPE_1</b> Dominant type</p>	<p><u>WEATHER. BEDROCK</u></p>	<p><b>32. MAT_TYPE_2</b> Subordinate type</p>	<p><u>BEDROCK</u></p>
<p>BEDROCK</p> <p>WEATHER. BEDROCK</p> <p>FLUVIAL</p> <p>GLACIAL</p> <p>COLLUVIAL</p> <p>EOLIAN</p> <p>SILT</p>	<p>Bedrock sources requiring blasting</p> <p>Bedrock sources requiring ripping</p> <p>Water deposited sand and gravel, includes glaciofluvial</p> <p>Glacial till</p> <p>Talus slopes, etc.</p> <p>Sand Dunes, etc.</p> <p>Silt deposits, loess, fluvial, etc.</p>		

<p><b>33. PERMAFROST_1</b> New Site or Expansion Area</p>	<p><u>DETECTED IN MOST TEST HOLES OR PITS</u></p>
<p><b>34. PERMAFROST_2</b> Existing Site</p> <p>DETECTED IN MOST TEST HOLES</p> <p>DETECTED IN SOME TEST HOLES</p> <p>DETECTED IN IMMEDIATE VICINITY</p> <p>DETECTED IN NO TEST HOLES</p> <p>DATA OUTDATED</p> <p>UNKNOWN</p> <p>OTHER</p>	<p><u>DATA OUTDATED</u></p>

<p><b>35. GROUNDWATER</b></p>	<div style="border: 1px solid black; padding: 5px;"> <p>During the July 2014 inspection there was no water observed within the material site. A variable, perched groundwater table was encountered above permafrost during the 1987 geotechnical investigation performed at the site.</p> </div>
-------------------------------	---

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**36. LITHOLOGY\_1**

VOLCANIC ROCK

**37. LITHOLOGY\_2**

Dominant type

Subordinate type

IGNEOUS ROCK	Undifferentiated Igneous Rocks
GRANITIC	Granite/Monzonite/Granodiorite
DIORITE/GABBRO	Diorite/Gabbro
BASALT	Dark colored fine-grained Igneous Rocks
GREENSTONE	Altered Volcanic Rocks w/green tint
METAMORPHIC ROCK	Undifferentiated Metamorphic Rocks
SCHIST/PHYLLITE	Includes rocks ranging from slate to schist
GNEISS	Includes hard schistose rocks
MARBLE	
CATACLASTIC	Incl. Valdez Formation Rocks, Kenai Penn.
MÉLANGE	Incl. McHugh Formation Rocks, Kenai Penn.
SEDIMENTARY ROCK	Undifferentiated Sedimentary Rocks
CONGLOMERATE	
SANDSTONE	Includes greywacke, etc.
SHALE/MUDSTONE	
LIMESTONE	
FLUVIAL	River and stream deposits (floodplain), includes outwash.
ALLUVIAL	Alluvial / Debris Fan deposits
GLACIOFLUVIAL	Eskers, kames, etc.
GLACIAL	Till
COLLUVIAL	Talus, etc.
EOLIAN	Sand Dunes, etc.
SILT	Loess, fluvial silts, etc.
VOLCANIC ROCK	
OTHER	Explain in Section 44.

**38. MATERIAL CLASSIFICATION**

ASTM Classification, generally they should range from coarse to fine.

38a. _____	38c. _____	38e. _____	38g. _____
38b. _____	38d. _____	38f. _____	38h. _____

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**39. COBBLES AND BOULDERS**

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

- 39a. CONTAINS \_\_\_\_\_
- 39b. Est. % by VOL. \_\_\_\_\_ (Est. From Visual Observations)
- 39c. MAX. SIZE (in.) \_\_\_\_\_ (Observed Size)

**40. AGG TEST RESULTS**

Year of test or report- Test result / Year of test or report- Test Results

- 40a. SG APP COARSE \_\_\_\_\_
- 40b. SG APP FINE \_\_\_\_\_
- 40c. ABSORPTION CRSE \_\_\_\_\_
- 40d. ABSORPTION FINE \_\_\_\_\_
- 40e. NORDIC ABRASION \_\_\_\_\_
- 40f. L.A. ABRASION \_\_\_\_\_ 1987- 30
- 40g. DEGRADATION (T-13) \_\_\_\_\_ 1987- 11, 9, 11, 7, 2, 1, 0
- 40h. NASO4 LOSS COARSE \_\_\_\_\_
- 40i. NASO4 LOSS FINE \_\_\_\_\_

**41. POTENTIAL\_USABILITY**

**TYPE C MATERIAL AVAILABLE**

Best known potential use of the material, based on records, exploration and laboratory data.

- |                                 |  |
|---------------------------------|--|
| CONCRETE AGGREGATE PRODUCED     | The site has produced concrete aggregate                       |
| PAVING AGGREGATE PRODUCED       | The site has produced paving aggregate                         |
| CRUSHED PRODUCTS PRODUCED       | Base, Surface Coarse, Subbase, etc. has been produced.         |
| TYPE A AND B MATERIAL AVAILABLE | 0 to 10 percent passing 200                                    |
| TYPE C AVAILABLE                | Compactable material   |
| TYPE C NOT AVAILABLE            | Uncompactable material (Lower Kuskokwim and Yukon River, etc.) |
| UNKNOWN                         |  |
| OTHER                           | Explain in Section 44.   |

**42. SPECIAL\_PROBLEMS**

Special problems encountered or anticipated with use of the material, based on records, exploration and laboratory data.

- |                            |   |
|----------------------------|---|
| ORGANIC CONTENT            | The material is very difficult to compact.                                      |
| HIGHLY WEATHERED GRAVEL    | The gravel is highly weathered and may break down when handled.                 |
| BREAKS DOWN UNDER USE      | Material breaks down on grade.  |
| SENSITIVE TO WATER CONTENT | Material is sensitive to water content, i.e.. some glacial tills, soft bedrock. |
| VARIABLE MATERIAL          | Deposit contains mixture of suitable and unsuitable material.                   |
| POSSIBLE CONTAMINATION     | Site may be contaminated by petroleum products or hazardous materials.          |
| CONTAINS ASBESTOS          | Site contains naturally occurring asbestos.                                     |
| POTENTIAL ASBESTOS         | Site in area where naturally occurring asbestos is mapped.                      |
| ACID ROCK DRAINAGE         | Site contains rock susceptible to producing acid rock drainage.                 |
| OTHER                      | Explain in Section 44, Notes.   |

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**43. RIPRAP**

**NOT POSSIBLE**

Class II or larger. Does not include production for erosion control riprap for ditches or culverts.

PREVIOUS PRODUCTION

There is a record of production.

POSSIBLE FURTHER INVESTIGATION NEEDED

The site is a bedrock quarry containing hard rock

NOT POSSIBLE

The site has soft rock or soil.

UNKNOWN

OTHER

Explain in Section 44, Notes.

**44. NOTES**

Note number of item being discussed.

**STATEWIDE MATERIAL SITE INVENTORY**

**MATERIAL SITE**  
**INSPECTION REPORT**

**Federal Project No. STP-000S(823)**  
**AKSAS Project No. 76149**

**TAYLOR HIGHWAY**

**MS 785-019-2**  
**Logging Cabin Creek Pit**

July 25, 2015

<u>CONTENTS</u>	<u>PAGE</u>
COVER SHEET.....	1A & 1B
LOCATION MAP .....	2
SITE MAP .....	3A & 3B
INSPECTION FORM.....	4 thru 10

**CATEGORY:**

**ACTIVE – POTENTIAL**

According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case file abstracts, this site lies on State of Alaska lands managed by DNR. The site lies within Section 1, T23N, R16E, CRM and Section 6, T23N, R17E, CRM. In 1976, an indefinite right-of-way grant (F-21279) was issued to DOT&PF by BLM. The right-of-way was closed in 1985 when the land was transferred to the State of Alaska.

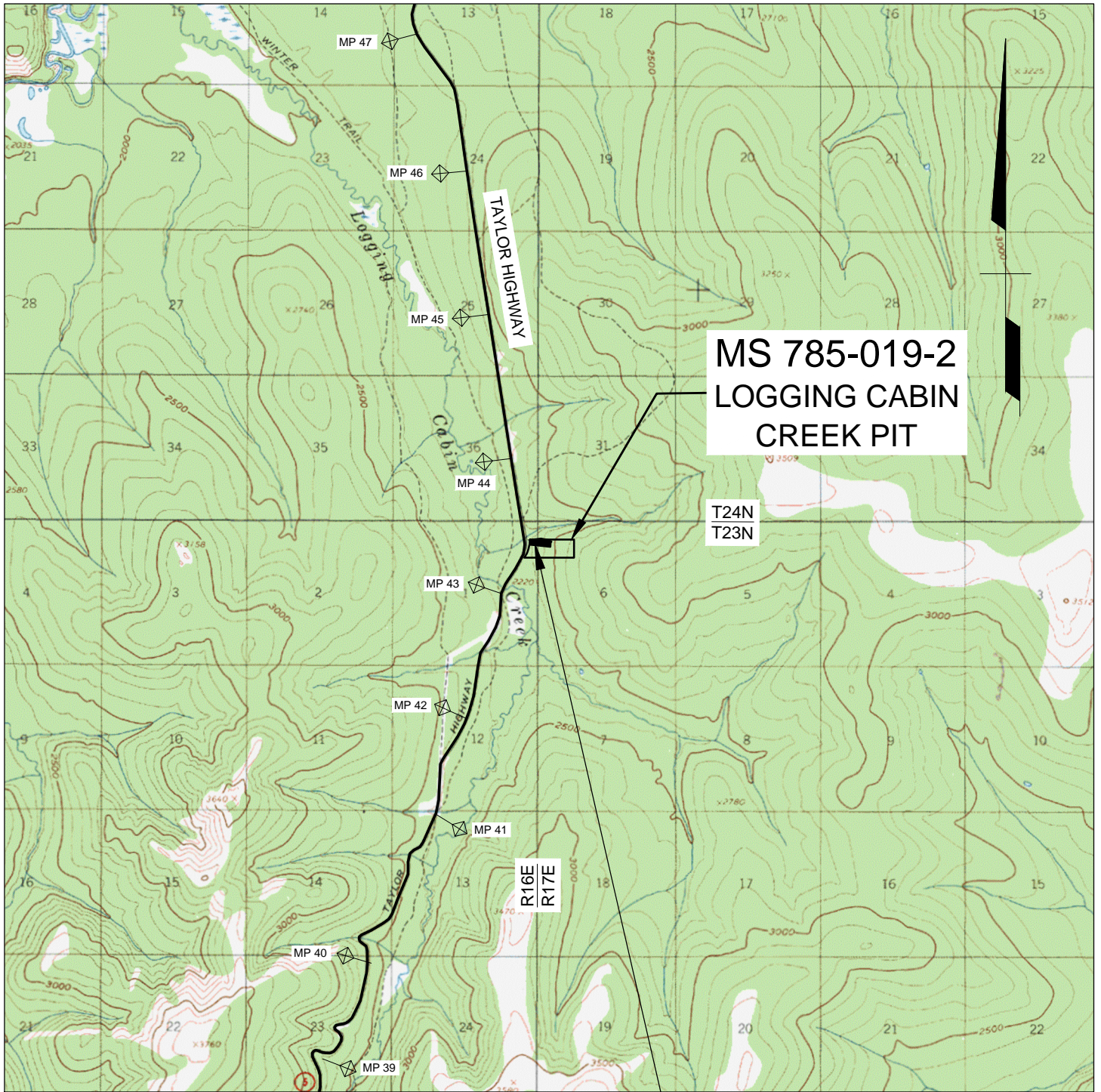
The land in Section 1 was tentatively approved to the State of Alaska in 1984 (F-79559 / Records Office No. 401-1985-000852-0 / GS 4614). The land in Section 6 was tentatively approved to the State of Alaska in 1984 (F-79559 / Records Office No. 401-1984-035659-0 / GS 4626). DOT&PF had a material sale contract from DNR that expired in 2010 (ADL 416469). The site was closed on June 16, 2014 by DNR as the contract had expired.

MS 785-019-2

The site is currently a DMLW Northern Region Office (NRO) Designated Master Material Site (ADL 419695) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR.

The site adjoins the Taylor Highway right-of-way and there is an existing access road into the pit. The site appears to contain significant quantities of weathered rock and should be retained by DOT&PF for future use.

# LOCATION MAP



**MS 785-019-2  
LOGGING CABIN  
CREEK PIT**

T24N  
T23N

R16E  
R17E

U.S.G.S. QUADRANGLE: TANACROSS (C-3) & (D-3)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)  
ZONE 7: N 7,076,172 E 440,630  
AK STATE PLANE (NAD83-US SURVEY FT)  
ZONE 2: N 3,584,093 E 1,607,188

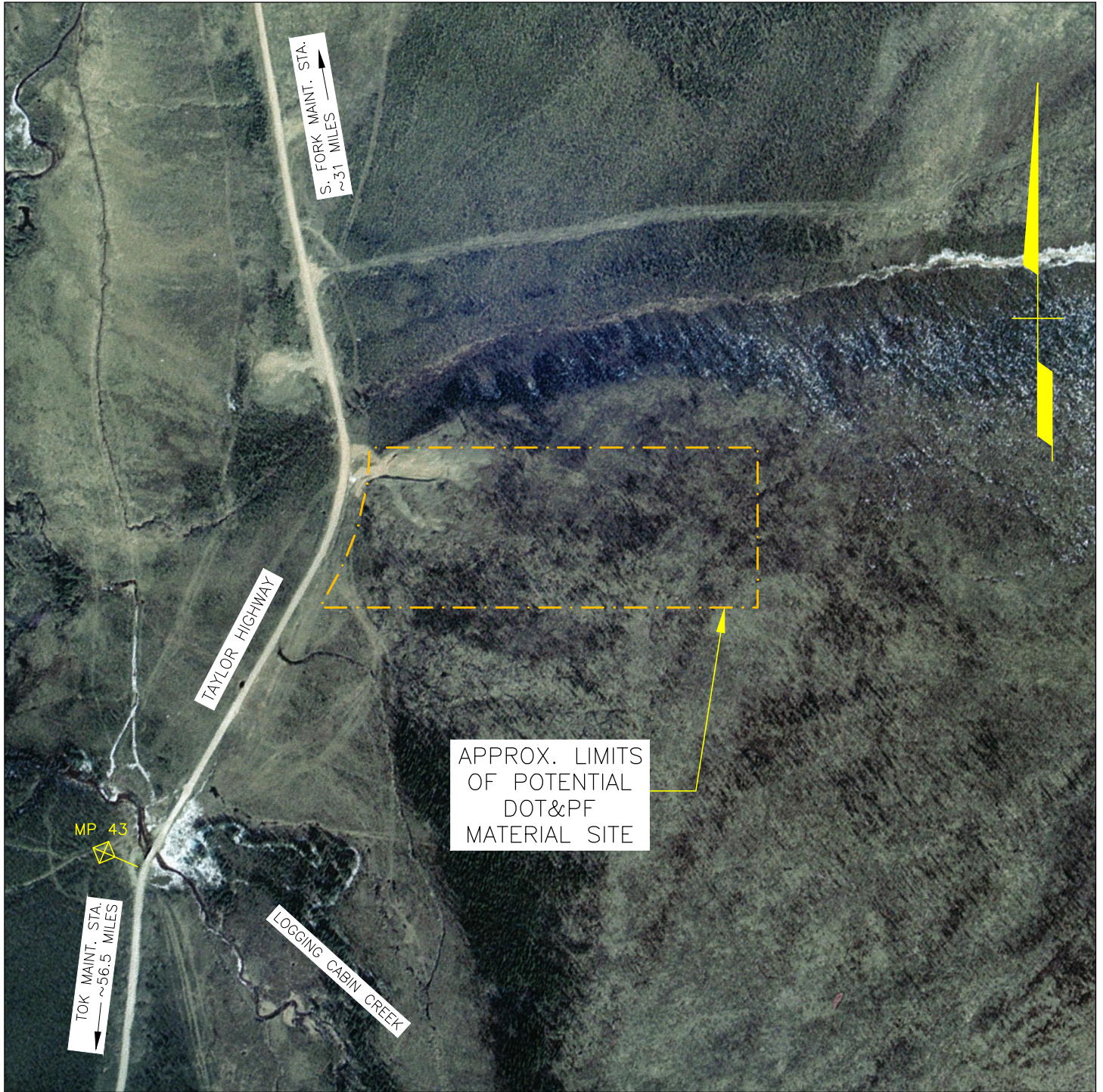
## ACTIVE - POTENTIAL



GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 785-019-2			
SCALE AS SHOWN	DESIGNED CHECKED T.G.H. C.H.R.	DRAWN DATE T.G.H. JUNE 2014	PAGE 2

# SITE MAP



BASE MAP IS MAY 12, 1970 AERIAL PHOTOGRAPHY.  
 THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
 DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE  
 UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - POTENTIAL



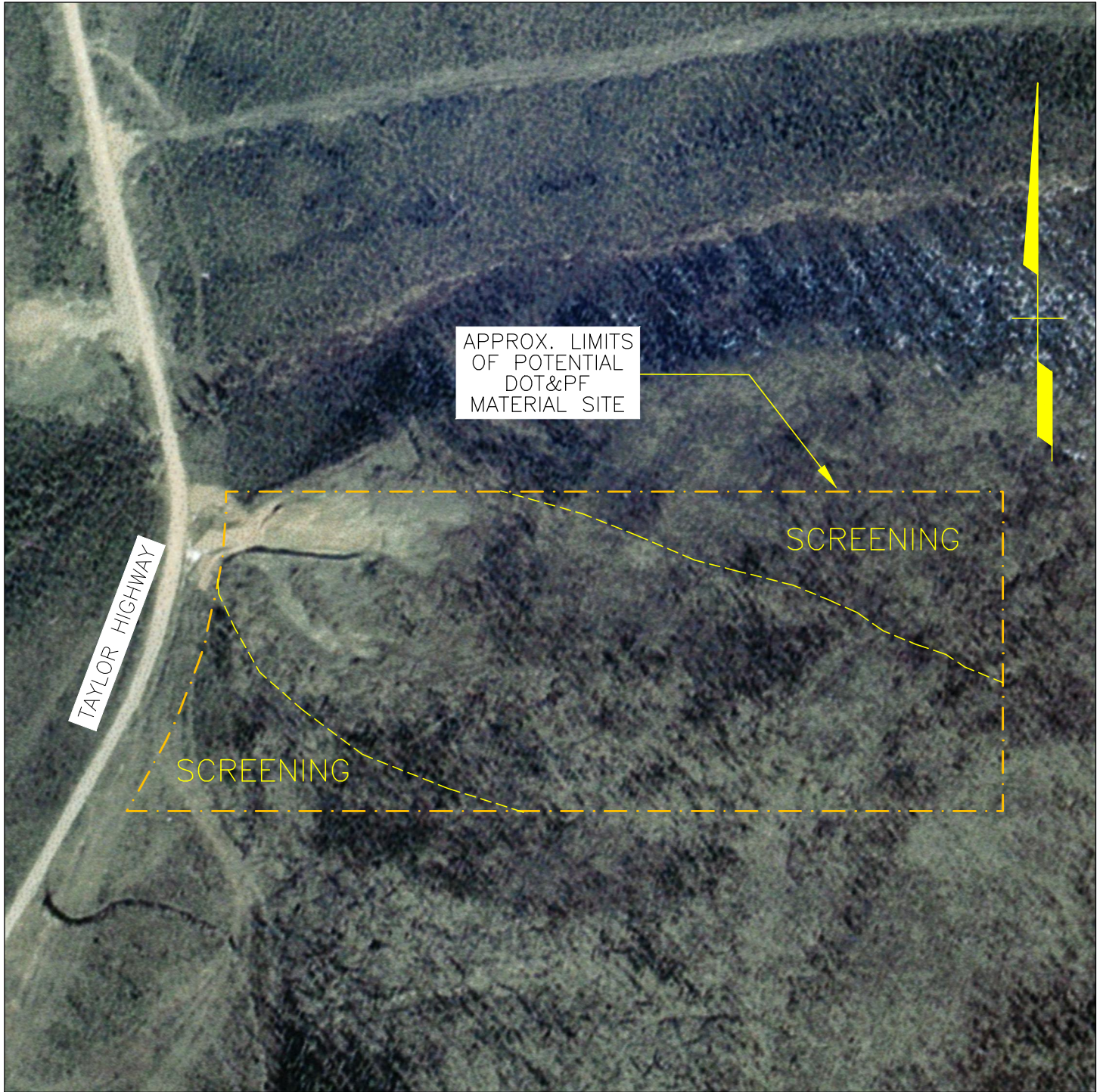
Prepared By:  
 R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 785-019-2			
SCALE	DESIGNED	DRAWN	PAGE 3A
AS SHOWN	T.G.H. CHECKED C.H.R.	T.G.H. DATE JUNE 2014	

Z:\project\1443.03\785 Taylor Highway\MS 785-019-2-A\acad\MS\_Site\_Map\_785-019-2.dwg

Plotted 7/31/2015 10:26 AM by Tatyana Benko

# SITE MAP



BASE MAP IS MAY 12, 1970 AERIAL PHOTOGRAPHY.  
 THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
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 UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - POTENTIAL



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 785-019-2			
SCALE	DESIGNED	DRAWN	PAGE 3B
AS SHOWN	T.G.H. CHECKED C.H.R.	T.G.H. DATE JUNE 2014	

Prepared By:  
 R&M CONSULTANTS, INC.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.**

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.  
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS\_ID** 785-019-2  
Enter the full material site number e.g.. 31-3-045-2
2. **DATE\_INSPECT** 7/28/2014  
Date of field inspection
3. **FLD\_INSPEC\_ORG** TREVOR HUDSON / R&M CONSULTANTS  
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** TAYLOR HIGHWAY  
Name of Highway Enter Name of Facility or Secondary Route Name  
(i.e.Kotzebue Airport, Nash Road, etc.)

6. **MILEPOST** 43.5  
List the closest main highway milepost

7. **NAME** LOGGING CABIN CREEK PIT  
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.

8. **MAINT\_DIST/STAT** District TOK Station SOUTH FORK  
Highway Maintenance District and Station, for locations not on highways select other.

9. **QUAD** TANACROSS D-3  
U.S.G.S. Quad. Map

10. **TOWNSHIP/RANGE** T#S R#E T23N R16E & T23N R17E Meridian CRM  
Section 1 6

- |  |  |
|--|--|
| <p>11. <b>COOR_UTM</b></p> <p>ZONE <u>7</u></p> <p>NORTHING <u>7,076,172</u></p> <p>EASTING <u>440,630</u></p> <p>UTM WGS84 - Meters</p> | <p>12. <b>COOR_STATE_PLANE</b></p> <p>ZONE <u>2</u></p> <p>NORTHING <u>3,584,093</u></p> <p>EASTING <u>1,607,188</u></p> <p>Alaska State Plane NAD83 - Survey Feet</p> |
|--|--|

13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** \_\_\_\_\_

14. **DNR\_LAND\_USE\_PLAN** UPPER YUKON AREA PLAN

15. **CATEGORY** (To be filled in the office)

- 15a. **CLASSIFICATION** ACTIVE

- 15b. **STATUS** POTENTIAL

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

16. **POTENTIAL\_STATUS** SIGNIFICANT

Estimated quantity of material in the site at the time of inspection.

- NONE There appeared to be no useable material in the site.
- LIMITED There appeared to be less than 25,000 c.y. available within the developed site.
- SIGNIFICANT There appeared to be greater than 25,000 c.y. available within the developed site.
- EXPANDABLE There was limited material within the developed site, but there appeared to be significant material outside existing site limits.
- UNDEVELOPED The pit has not been mined/explored (used only for proposed sites).
- CLOSED There may be useable material left in the pit but it is not available.
- UNKNOWN
- OTHER The site does not fit any of the categories above. Explain in Section 44, Notes.

17. **PRESENT\_USERS**

17a. **PRESENT\_USER\_1** NONE

17b. **PRESENT\_USER\_2** \_\_\_\_\_

17c. **PRESENT\_USER\_3** \_\_\_\_\_

18. **PERMITTED\_ACREAGE** 27.3

Area within site permit or R.O.W. boundaries, from permit application or property plat.

19. **DEVELOPED\_ACREAGE** 3.9

Area within an existing pit, excluding spoil berms lying outside the pit, access roads etc. Explain below.

The permitted acreage is based on the old DOT&PF site limits.

20. **ACREAGE\_COMP\_METHOD** FROM MAP/PHOTO

Method used to determine developed acreage.

21. **EST\_QUAN\_AVAIL** 510,000 ROUGH ESTIMATE

Estimated quantity available (b.c.y.), may be based on acreage computed above plus expansion area.

Explain computation assumptions and calculations below.

Area	Existing Pit	Expansion Area	
Acres	<u>3.9</u>	<u>13.6</u>	<u>0.0</u>
Est. Depth (ft.)	<u>15</u>	<u>33</u>	
Factor (b.c.y. / acre-foot)	<u>1,000</u>	<u>1,000</u>	
Est. Quant. (c.y.)	<u>59,000</u>	<u>449,000</u>	<u>0</u>

The estimate assumes that there is still material remaining in the pit and that it could be deepened an average of 15 feet with no overburden. For expansion of the pit to the east and south areas an average working depth of 35 feet was used including 2 feet of overburden. Two large areas were excluded to provide screening for the site. They would likely have to be adjusted when topographic data is available.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

22. **ACCESS\_TYPE** EXISTING ROAD / OPEN

- |                                |   |
|--------------------------------|---|
| NONE                           | No access road has been built.  |
| EXISTING ROAD / OPEN           | Drivable. May have gate.  |
| EXISTING ROAD / REVEG          | Can be reopened with little effort.   |
| EXISTING ROAD / CLOSED W/BERMS | Can be reopened with little effort.   |
| EXISTING ACCESS / REMOVED      | Can be reopened with much effort.   |
| SNOW ROAD                      | Can only be accessed during winter.   |
| ICE ROAD                       | Requires crossing river or lake ice in the winter.                                |
| BARGE                          | Material can only be moved by barge.  |
| OTHER                          | The site does not fit any of the categories above. Describe in Section 44, Notes. |

23. **ACCESS\_LENGTH** 100  
Approx. length from edge of pit to highway/secondary route (ft.)

24. **VEGETATION**

During the July 2014 inspection vegetation surrounding the pit consisted of birch, spruce, and aspen trees 4 to 6 inches in diameter on 5 to 15-foot centers with heights up to 40 feet. The understory consisted of grasses and low bushes with a ground cover of peat and moss. The existing pit contained no vegetation.

25. **TYPE\_1** BORROW PIT                      26. **TYPE\_2** QUARRY

- |                                      |   |
|--------------------------------------|---|
| Dominant type                        | Subordinate type  |
| General Types of Materials Available | Enter data in Type_2 only if two types of material site available |
| QUARRY                               | Bedrock sources requiring blasting                                |
| BORROW PIT                           | Soils or soft bedrock (rippable), above water table               |
| BAILING                              | Requires production below the water table                         |
| RIVER BAR                            | Sand/gravel bars in active channels                               |

27. **OB\_CLASS\_1** <3 FT.                      28. **OB\_CLASS\_2** <3 FT.

- |   |                      |
|---|----------------------|
| New Site or expansion Area  | Existing Pit (Spoil) |
| A site may have both. Data should be based on actual subsurface exploration, otherwise unknown. |                      |
| Estimated average depth over the area.  |                      |
| NONE  | 3 TO 6 FT.           |
| <3 FT.  | >6 FT.               |
|   | UNKNOWN              |
|   | OTHER                |

29. **OB\_TYPE\_1** SILT                      30. **OB\_TYPE\_2** SPOIL

- |                            |                      |
|----------------------------|----------------------|
| New Site or expansion Area | Existing Pit (Spoil) |
| A site may have both.      |                      |
| SILT                       | PEAT                 |
| COLLUVIUM                  | SPOIL                |
|                            | SOLID WASTE          |
|                            | UNKNOWN              |
|                            | OTHER                |

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

<b>31. MAT_TYPE_1</b>	<u>WEATHER. BEDROCK</u>	<b>32. MAT_TYPE_2</b>	<u>BEDROCK</u>
Dominant type		Subordinate type	
BEDROCK	Bedrock sources requiring blasting		
WEATHER. BEDROCK	Bedrock sources requiring ripping		
FLUVIAL	Water deposited sand and gravel, includes glaciofluvial		
GLACIAL	Glacial till		
COLLUVIAL	Talus slopes, etc.		
EOLIAN	Sand Dunes, etc.		
SILT	Silt deposits, loess, fluvial, etc.		

<b>33. PERMAFROST_1</b>	<u>DETECTED IN SOME TEST HOLES OR PITS</u>
New Site or Expansion Area	
<b>34. PERMAFROST_2</b>	<u>DETECTED IN SOME TEST HOLES OR PITS</u>
Existing Site	
DETECTED IN MOST TEST HOLES	
DETECTED IN SOME TEST HOLES	
DETECTED IN IMMEDIATE VICINITY	
DETECTED IN NO TEST HOLES	
DATA OUTDATED	
UNKNOWN	
OTHER	

**35. GROUNDWATER**

During the July 2014 investigation there was no water observed within the material site. Additionally, no groundwater was encountered during a 1979 geotechnical investigation at the site.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**36. LITHOLOGY\_1**

SCHIST/PHYLLITE

**37. LITHOLOGY\_2**

VOLCANIC ROCK

Dominant type

Subordinate type

IGNEOUS ROCK	Undifferentiated Igneous Rocks
GRANITIC	Granite/Monzonite/Granodiorite
DIORITE/GABBRO	Diorite/Gabbro
BASALT	Dark colored fine-grained Igneous Rocks
GREENSTONE	Altered Volcanic Rocks w/green tint
METAMORPHIC ROCK	Undifferentiated Metamorphic Rocks
SCHIST/PHYLLITE	Includes rocks ranging from slate to schist
GNEISS	Includes hard schistose rocks
MARBLE	
CATACLASTIC	Incl. Valdez Formation Rocks, Kenai Penn.
MÉLANGE	Incl. McHugh Formation Rocks, Kenai Penn.
SEDIMENTARY ROCK	Undifferentiated Sedimentary Rocks
CONGLOMERATE	
SANDSTONE	Includes greywacke, etc.
SHALE/MUDSTONE	
LIMESTONE	
FLUVIAL	River and stream deposits (floodplain), includes outwash.
ALLUVIAL	Alluvial / Debris Fan deposits
GLACIOFLUVIAL	Eskers, kames, etc.
GLACIAL	Till
COLLUVIAL	Talus, etc.
EOLIAN	Sand Dunes, etc.
SILT	Loess, fluvial silts, etc.
VOLCANIC ROCK	Tuff, etc.
OTHER	Explain in Section 44.

**38. MATERIAL CLASSIFICATION**

ASTM Classification, generally they should range from coarse to fine.

38a. \_\_\_\_\_ 38c. \_\_\_\_\_ 38e. \_\_\_\_\_ 38g. \_\_\_\_\_  
 38b. \_\_\_\_\_ 38d. \_\_\_\_\_ 38f. \_\_\_\_\_ 38h. \_\_\_\_\_

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**39. COBBLES AND BOULDERS**

Test Boring Callout / ASTM Classification, either a. or b. and c. not both (Can use ranges i.e. 0 to 20)

- 39a. CONTAINS \_\_\_\_\_
- 39b. Est. % by VOL. \_\_\_\_\_ (Est. From Visual Observations)
- 39c. MAX. SIZE (in.) \_\_\_\_\_ (Observed Size)

**40. AGG TEST RESULTS**

Year of test or report- Test result / Year of test or report- Test Results

- 40a. SG APP COARSE \_\_\_\_\_
- 40b. SG APP FINE \_\_\_\_\_ 1979- 2.63, 2.63, 2.66, 2.61, 2.71, 2.65, 2.63 / 1985- 2.62, 2.68
- 40c. ABSORPTION CRSE \_\_\_\_\_
- 40d. ABSORPTION FINE \_\_\_\_\_ 1979- 2.1, 1.5, 6.2, 1.6, 1.6, 1.8, 2.0
- 40e. NORDIC ABRASION \_\_\_\_\_
- 40f. L.A. ABRASION \_\_\_\_\_ 1979- 17, 28, 23
- 40g. DEGRADATION (T-13) \_\_\_\_\_ 1979- 16, 3, 17
- 40h. NASO4 LOSS COARSE \_\_\_\_\_
- 40i. NASO4 LOSS FINE \_\_\_\_\_

**41. POTENTIAL\_USABILITY** \_\_\_\_\_ **TYPES A AND B MATERIAL AVAILABLE**

Best known potential use of the material, based on records, exploration and laboratory data.

- |                                 |  |
|---------------------------------|--|
| CONCRETE AGGREGATE PRODUCED     | The site has produced concrete aggregate                       |
| PAVING AGGREGATE PRODUCED       | The site has produced paving aggregate                         |
| CRUSHED PRODUCTS PRODUCED       | Base, Surface Coarse, Subbase, etc. has been produced.         |
| TYPE A AND B MATERIAL AVAILABLE | 0 to 10 percent passing 200                                    |
| TYPE C AVAILABLE                | Compactable material   |
| TYPE C NOT AVAILABLE            | Uncompactable material (Lower Kuskokwim and Yukon River, etc.) |
| UNKNOWN                         |  |
| OTHER                           | Explain in Section 44.   |

**42. SPECIAL PROBLEMS** \_\_\_\_\_

Special problems encountered or anticipated with use of the material, based on records, exploration and laboratory data.

- |                            |   |
|----------------------------|---|
| ORGANIC CONTENT            | The material is very difficult to compact.                                      |
| HIGHLY WEATHERED GRAVEL    | The gravel is highly weathered and may break down when handled.                 |
| BREAKS DOWN UNDER USE      | Material breaks down on grade.  |
| SENSITIVE TO WATER CONTENT | Material is sensitive to water content, i.e.. some glacial tills, soft bedrock. |
| VARIABLE MATERIAL          | Deposit contains mixture of suitable and unsuitable material.                   |
| POSSIBLE CONTAMINATION     | Site may be contaminated by petroleum products or hazardous materials.          |
| CONTAINS ASBESTOS          | Site contains naturally occurring asbestos.                                     |
| POTENTIAL ASBESTOS         | Site in area where naturally occurring asbestos is mapped.                      |
| ACID ROCK DRAINAGE         | Site contains rock susceptible to producing acid rock drainage.                 |
| OTHER                      | Explain in Section 44, Notes.   |

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**43. RIPRAP**

**NOT POSSIBLE**

Class II or larger. Does not include production for erosion control riprap for ditches or culverts.

PREVIOUS PRODUCTION

There is a record of production.

POSSIBLE FURTHER INVESTIGATION NEEDED

The site is a bedrock quarry containing hard rock

NOT POSSIBLE

The site has soft rock or soil.

UNKNOWN

OTHER

Explain in Section 44, Notes.

**44. NOTES**

Note number of item being discussed.

**STATEWIDE MATERIAL SITE INVENTORY**

**MATERIAL SITE**  
**INSPECTION REPORT**

**Federal Project No. STP-000S(823)**  
**AKSAS Project No. 76149**

**TAYLOR HIGHWAY**

**MS 785-036-2**

July 27, 20145

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COVER SHEET.....	1A & 1B
LOCATION MAP .....	2
SITE MAP .....	3A & 3B
INSPECTION FORM.....	4 thru 10

**CATEGORY:**

**ACTIVE – OPEN**

According to information found in the DOT&PF EDMS system in January 2009 and BLM and DNR case file abstracts, this site lies on State of Alaska lands managed by DNR. The site lies within Section 5, T27N, R21E, CRM. In 1974 DOT&PF applied for a right-of-way grant (F-21441). The application was relinquished in 1984. The land was tentatively approved to the State of Alaska in 1984 (FF-79629 / TA 1984-0191 / GS 4684). DOT&PF currently has a material sale contract with DNR that expires on April 14, 2023 (ADL 419839). There were no mining claim conflicts noted on DNR’s Alaska Mapper.

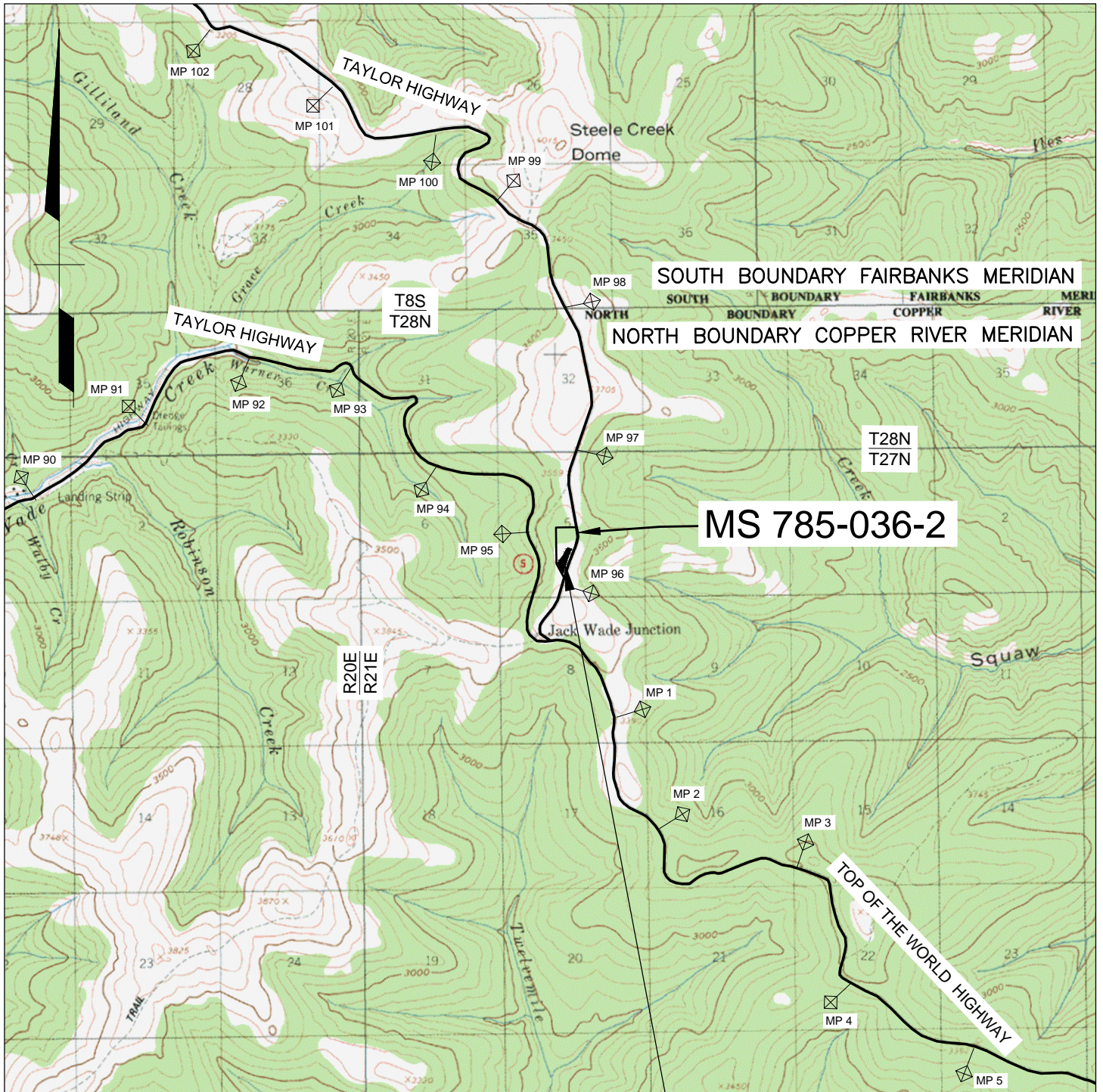
DNR appears to be preparing an area for a subdivision that may conflict with the south end of the material site (ADL 418966). The Jack Wade Junction Subdivision appears to be in the preliminary phases of a State land disposal. Details were not available.

## MS 785-036-2

The site is currently a DMLW Northern Region Office (NRO) Designated Master Material Site (ADL 419707) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR. It was on the November 29, 2012 list of sites selected for the DNR program.

The site adjoins the Taylor Highway right-of-way and there is an existing access road into the pit. The site appears to contain significant quantities of weathered rock and should be retained by DOT&PF for future use.

# LOCATION MAP



Z:\project\1443.03\_1443.03\_Cleaned\_up\MS\_785-036-2-A\acad\MS\_Topo\_Map\_785-036-2.dwg

Plotted 8/26/2015 11:19 AM by Kyle Therrien

U.S.G.S. QUADRANGLE: EAGLE (A-1)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)  
 ZONE 7: N 7,113,297 E 483,768  
 AK STATE PLANE (NAD83-US SURVEY FT)  
 ZONE 2: N 3,708,136 E 1,746,830

## ACTIVE - OPEN



GRAPHIC SCALE IN MILES

BASE MAP CREATED WITH TERRAIN NAVIGATOR PRO

Prepared By:  
 R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 785-036-2			
SCALE AS SHOWN	DESIGNED T.G.H. CHECKED C.H.R.	DRAWN T.G.H. DATE JUNE 2014	PAGE 2

# SITE MAP



BASE MAP IS JUNE 28, 2007 AERIAL PHOTOGRAPHY. THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - OPEN



GRAPHIC SCALE IN FEET

Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 785-036-2			
SCALE AS SHOWN	DESIGNED T.G.H.	DRAWN T.G.H.	CHECKED C.H.R.
		DATE JUNE 2014	PAGE 3A

# SITE MAP



BASE MAP IS JUNE 28, 2007 AERIAL PHOTOGRAPHY. THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - OPEN



Prepared By:  
R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 785-036-2			
SCALE	DESIGNED	DRAWN	PAGE
AS SHOWN	T.G.H.	T.G.H.	3B
	CHECKED	DATE	
	C.H.R.	JUNE 2014	

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**THIS REPORT IS BASED ON A REVIEW OF EXISTING DATA AND BRIEF FIELD INSPECTIONS. THUS THE DATA CONTAINED HEREIN SHOULD BE CONSIDERED PRELIMINARY AND USED FOR PLANNING PURPOSES ONLY. USERS OF THIS DATA SHOULD VERIFY THE INFORMATION PRIOR TO USING IT FOR DESIGN OR CONSTRUCTION PURPOSES.**

**IF OTHER IS SELECTED FOR A SECTION, EXPLAIN IT IN SECTION 44. NOTES.  
IF AN ANSWER IS UNKNOWN SELECT "UNKNOWN" OR LEAVE BLANK**

1. **MS\_ID** 785-036-2  
Enter the full material site number e.g.. 31-3-045-2
2. **DATE\_INSPECT** 7/23/2014  
Date of field inspection
3. **FLD\_INSPEC\_ORG** KYLE THERRIEN / R&M CONSULTANTS  
Name of inspector / Organization or Company

4. **REGION** NORTHERN
5. **LOCATION** TAYLOR HIGHWAY  
Name of Highway Enter Name of Facility or Secondary Route Name  
(i.e.Kotzebue Airport, Nash Road, etc.)

6. **MILEPOST** 96  
List the closest main highway milepost

7. **NAME** \_\_\_\_\_  
Enter commonly used name (s), e.g. Hess pit, Gobblers Knob, Midway. List all that apply separated by commas.

8. **MAINT\_DIST/STAT** District TOK Station O'BRIEN CREEK  
Highway Maintenance District and Station, for locations not on highways select other.

9. **QUAD** EAGLE A-1  
U.S.G.S. Quad. Map

10. **TOWNSHIP/RANGE** T#S R#E T27N R21E & \_\_\_\_\_ Meridian CRM  
Section 5

- |                           |                    |                             |  |
|---------------------------|--------------------|-----------------------------|--|
| 11. <b>COOR_UTM</b>       | ZONE <u>7</u>      | 12. <b>COOR_STATE_PLANE</b> | ZONE <u>2</u>                          |
| NORTHING <u>7,113,297</u> |                    | NORTHING <u>3,708,136</u>   |  |
| EASTING <u>483,768</u>    |                    | EASTING <u>1,746,830</u>    |  |
|                           | UTM WGS84 - Meters |                             | Alaska State Plane NAD83 - Survey Feet |

13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** \_\_\_\_\_

14. **DNR\_LAND\_USE\_PLAN** UPPER YUKON AREA PLAN

15. **CATEGORY** (To be filled in the office)
- 15a. **CLASSIFICATION** ACTIVE
- 15b. **STATUS** OPEN





**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

<b>31. MAT_TYPE_1</b>	<u>WEATHER. BEDROCK</u>	<b>32. MAT_TYPE_2</b>	<u>BEDROCK</u>
Dominant type		Subordinate type	
BEDROCK	Bedrock sources requiring blasting		
WEATHER. BEDROCK	Bedrock sources requiring ripping		
FLUVIAL	Water deposited sand and gravel, includes glaciofluvial		
GLACIAL	Glacial till		
COLLUVIAL	Talus slopes, etc.		
EOLIAN	Sand Dunes, etc.		
SILT	Silt deposits, loess, fluvial, etc.		

<b>33. PERMAFROST_1</b>	<u>DETECTED IN MOST TEST HOLES OR PITS</u>
New Site or Expansion Area	
<b>34. PERMAFROST_2</b>	<u>DETECTED IN NO TEST HOLES OR PITS</u>
Existing Site	
DETECTED IN MOST TEST HOLES	
DETECTED IN SOME TEST HOLES	
DETECTED IN IMMEDIATE VICINITY	
DETECTED IN NO TEST HOLES	
DATA OUTDATED	
UNKNOWN	
OTHER	

**35. GROUNDWATER**

During the July 2014 inspection there was no water observed within the material site. Groundwater was not encountered during a 1995 geotechnical investigation performed in the existing pit. Depth of the groundwater underlying the pit is unknown.

**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

36. **LITHOLOGY\_1**

SCHIST/PHYLLITE

37. **LITHOLOGY\_2**

Dominant type

Subordinate type

IGNEOUS ROCK	Undifferentiated Igneous Rocks
GRANITIC	Granite/Monzonite/Granodiorite
DIORITE/GABBRO	Diorite/Gabbro
BASALT	Dark colored fine-grained Igneous Rocks
GREENSTONE	Altered Volcanic Rocks w/green tint
METAMORPHIC ROCK	Undifferentiated Metamorphic Rocks
SCHIST/PHYLLITE	Includes rocks ranging from slate to schist
GNEISS	Includes hard schistose rocks
MARBLE	
CATACLASTIC	Incl. Valdez Formation Rocks, Kenai Penn.
MÉLANGE	Incl. McHugh Formation Rocks, Kenai Penn.
SEDIMENTARY ROCK	Undifferentiated Sedimentary Rocks
CONGLOMERATE	
SANDSTONE	Includes greywacke, etc.
SHALE/MUDSTONE	
LIMESTONE	
FLUVIAL	River and stream deposits (floodplain), includes outwash.
ALLUVIAL	Alluvial / Debris Fan deposits
GLACIOFLUVIAL	Eskers, kames, etc.
GLACIAL	Till
COLLUVIAL	Talus, etc.
EOLIAN	Sand Dunes, etc.
SILT	Loess, fluvial silts, etc.
OTHER	Explain in Section 44.

**38. MATERIAL CLASSIFICATION**

ASTM Classification, generally they should range from coarse to fine.

38a. _____	38c. _____	38e. _____	38g. _____
38b. _____	38d. _____	38f. _____	38h. _____



**STATEWIDE MATERIAL SITE INVENTORY  
MATERIAL SITE INSPECTION FORM**

**43. RIPRAP**

**NOT POSSIBLE**

Class II or larger. Does not include production for erosion control riprap for ditches or culverts.

PREVIOUS PRODUCTION

There is a record of production.

POSSIBLE FURTHER INVESTIGATION NEEDED

The site is a bedrock quarry containing hard rock

NOT POSSIBLE

The site has soft rock or soil.

UNKNOWN

OTHER

Explain in Section 44, Notes.

**44. NOTES**

Note number of item being discussed.