



Entry Authorization

ADL 421711

Alaska Department of Transportation and Public Facilities (DOT), herein known as the Grantee, is issued this Entry Authorization authorizing the use of state land within:

Legal Description:

Within Sections 18 and 19 of Township 13 North, Range 21 East, Copper River Meridian, and depicted on Attachment A.

This Entry Authorization is issued for the purpose of authorizing the following:

Entry authorization for construction and survey of an easement on the east side of the Alaska Highway near milepost 1250.

This authorization is effective beginning _____ and ending _____ unless sooner terminated.

Stipulations:

1. **Grantor:** The Grantor for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area.
3. **Incurred Expenses:** The Grantor shall not be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this transfer of management authority.
4. **Waiver of Forbearance:** Any failure on the part of the Grantor to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the Grantor to enforce any terms in the event of any subsequent violations of terms of this authorization.

5. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.
6. **Assignment:** This authorization may be transferred or assigned with prior written approval from the Grantor to a municipal entity qualified to operate and maintain public highways.
7. **Site Restoration:** Land returned to the Department of Natural Resources for any reason shall be returned in an environmental, physical, and marketable condition acceptable to the Grantor.
8. **Request for Information:** The Grantor, at any time, may require the Grantee's contractors or subcontractors to provide any information directly or indirectly related to this authorization that is otherwise publicly accessible, consistent with applicable records handling procedures.
9. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
10. **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
11. **Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the Grantor in advance and may require additional fees and changes to the terms of this authorization.
12. **Proper Location:** This authorization is only for use of state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
13. **Fire Prevention, Protection and Liability:** The Grantee shall ensure that its contractors and subcontractors take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall ensure that its contractors and subcontractors assume full

liability for any damage to state land and structures resulting from the negligent use of fire. The DNR is not liable for damage to the Grantee's property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

Any correspondence on this authorization may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Northern Regional Lands Office, 3700 Airport Way, Fairbanks, Alaska, 99709, (907) 451-2740.

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

Signature of Grantee or Authorized Representative	Title	Date
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Grantee's Address	City	State	Zip
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Contact Person	Home Phone	Work Phone
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Signature of Authorized State Representative	Title	Date
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