

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER  
SOUTHCENTRAL REGIONAL LAND OFFICE

Regional Manager's Decision  
Public Access Easement  
Tonsina North Road and Bridge over the TAPS Pipeline  
ADL 227855 Amendment #1

REQUESTED ACTION AND PROJECT BACKGROUND

On July 19, 2000 the Department of Natural Resources (DNR) Conservation and Development Board, Kenny Lake Soil and Water Conservation District (KLSWCD) submitted an application to the DNR Division of Mining, Land and Water (DMLW) for a 1,500 foot long, 100 foot wide easement in conjunction with plans to construct a public access road and bridge across a buried segment of the Trans-Alaska Pipeline approximately 4 miles south of Copper Center at pipeline mile 704.2 in Sections 17 and 20 of Township 1 North, Range 1 East, Copper River Meridian. The purpose of the requested easement was to provide public access an access to a DMLW agricultural land disposal area depicted on ASLS 79-4.

At the time of the application, KLSWCD had already obtained funding from federal and state sources to construct the road and bridge according to plans developed in coordination with the DNR Division of Agriculture and the Engineering Office at DNR Parks and Outdoor Recreation in addition to DMLW.

To facilitate the authorization process, DNR executed the following transactions:

- Memorandum of Agreement with Alyeska Pipeline Service Company in August of 2000,<sup>1</sup>
- DMLW Decision to grant the requested easement in September of 2000,
- Entry Authorization for installation of the proposed infrastructure in September of 2000,
- Revised Entry Authorization for installation of the same proposed infrastructure in June of 2001, and
- Memorandum of Agreement with the Kenny Lake Soil & Water Conservation District in June of 2002.<sup>2</sup>

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<sup>1</sup> Memorandum of Agreement between the Alaska Department of Natural Resources and Alyeska Pipeline Service Company Regarding a Land Bridge Crossing at TAPS Milepost 704.2" signed August 10, 2000, by Deputy Commissioner M. Rutherford for DNR and P. Nagel, Sr. Landowner Relations Specialist on August 11, 2000.

<sup>2</sup> "Memorandum of Agreement between the Alaska Department of Natural Resources and Kenny Lake Soil and Water Conservation District Regarding Maintenance of a Land Bridge at TAPS Milepost 704.2" signed July 2, 2002, by Deputy Commissioner M. Rutherford for DNR and four officers of the Kenny Lake Soil and Water Conservation District on June 27, 2002.

See Attachments A, B, and C. However, the requirement for provision of a DNR-approved post-construction survey of the authorized infrastructure was not fulfilled until DMLW allocated funds for that purpose in Fiscal Year 2015.

The resulting survey was serialized by DNR as EPF 20150067 and pertained only to that portion of the constructed road and bridge that fell on undedicated state lands situated between the western boundary of Willow Crest Subdivision (ASLS 80-8) and the eastern boundary of Tonsina North Subdivision (ASLS 2002-26) because the road was installed within previously platted easements within those plats. See Attachment D.

This amendment is presented to update and finalize the easement proposal first authorized by DMLW in 2000 for the infrastructure described in ADL 227855.

#### RECOMMENDED ACTION

The scope of the easement authorization for ADL 227855 was reduced to encompass only that area of the project located outside of plated rights of way as noted above. Therefore, characteristics of the final easement will be as follows:

- Type of Easement: Public Access
- Length: Approximately 1,425.32 feet long
- Width: Variable
- Acreage: 2.73 acres, more or less
- Term: Indefinite
- Grantee: DNR, DMLW on behalf of the public

#### SCOPE OF DECISION

The scope of this decision is to determine if it is in the State's interest to create an easement for the proposed use. The scope of administrative review for this authorization is limited to (1) reasonably foreseeable, significant effects of the uses to be authorized; (2) applicable statutes and regulations; (3) facts pertaining to the land or resources; and (4) issues that are material to the determination that issuing the authorization is in the best interest of the State of Alaska. All other aspects of the project are outside the scope of this decision.

#### STATUTORY AUTHORITY

This easement application is being adjudicated pursuant to AS 38.05.850 and the Alaska Land Act as amended.

#### ADMINISTRATIVE RECORD

The administrative record for the proposed action consists of the Constitution of the State of Alaska, the Alaska Land Act as amended, applicable statutes and regulations as referenced herein, the Copper River Basin Area Plan and the casefile for the application serialized as ADL 227855.

## LOCATION INFORMATION

### Geographic Information:

The DMLW easement area for ADL 227855 is situated at pipeline mile 704.2, near mile 94 of the Richardson Highway.

### Meridian, Township, Range and Sections:

According to EPF 200150067, the easement for ADL 227855 is situated within a portion of Section 20, Township 1 North, Range 1 East, Copper River Meridian.

### Other Land Information:

- Municipal - The project falls within the Unorganized Borough, between the rural, unincorporated communities of Copper Center on the Richardson Highway and Kenny Lake on the Edgerton Highway.
- Regional ANCSA Native Corporation - The Alaska Native Claims Settlement Act (ANCSA) Regional Corporation is AHTNA, Incorporated. There is no ANCSA Local Village Corporation for the project site due to prior consolidation of duties with AHTNA.
- Federally Recognized Tribe - The nearest Federally Recognized Tribe to the project site is the Native Village of Kluti-Kaah, in Copper Center.

## TITLE

The State of Alaska holds title to the subject lands per BLM Patent 50-64-180, issued on May 22, 1964. The pertinent DNR case file is GS 86.

## THIRD PARTY INTERESTS

The easement site is authorized for ongoing use by Alyeska Pipeline Service Company pursuant to DNR, Division of Oil and Gas, Pipeline Coordinator's Office administered Pipeline Right-of-Way-Lease ADL 63574. Alyeska Pipeline Service Company entered into a Memorandum of Agreement with DNR for the road and bridge features described in ADL 227855 in August of 2000. See Attachment A. No other third parties are affected by this Decision.

## PLANNING AND CLASSIFICATION

The proposed easement falls within Management Unit 20, Willow Creek, Subunit 20A, Tonsina North, of the Copper River Basin Area Plan (CRBAP).

According to the "Resource Allocation Table" for Subunit 20A, the affected lands are primarily designated for Agriculture and Settlement uses, with a secondary designation for Forestry usages<sup>3</sup>.

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<sup>3</sup> P. 3-136, Copper River Basin Area Plan for State Lands

Per the Land Use Classifications chart<sup>4</sup> presented in CRBAP Chapter 4:

- Agriculture use lands convert to the classification “Agricultural land” per 11 AAC 55.050, which states that: “Land classified agricultural is land that, by reason of its climate, physical features, and location, is suitable for present or future agricultural cultivation or development and that is intended for present or future agricultural use.”
- Settlement use lands convert to the classification “Settlement land” per 11 AAC 55.202, which states that “An upland area classified settlement is land that is, by reason of its physical qualities and location, suitable for year-round or seasonal residential or private recreational use or for commercial or industrial development.” Additional passages within 11 AAC 55.202 address settlement lands on tidelands that do not pertain to this authorization.
- Forestry use lands convert to the classification Forest land per 11 AAC 55.070, which states that: “Land classified forest is land that is or has been forested and is suited for forest management because of its physical, climatic, and vegetative conditions.”

The management intent for Unit 20A advises that the “Unit has potential for agricultural development and settlement and has been subdivided for land offering.” In particular, the plan envisioned completion of the project described herein by stating that “An access road must be constructed across the pipeline before offering the land for either use. Partial funding for this road was allocated in the 1986 legislative session.”

Upon review of the referenced land use classifications, management intent statements, and other guidance provided in CRBAP, DMLW determines that issuance of the easement as currently described is consistent with the provisions of CRBAP.

## PUBLIC NOTICE AND AGENCY REVIEW

### Public Notice Summary

DMLW published public notices advertising a 14-day comment period for the easement project described in ADL 227855 in the legal sections of the Anchorage Daily News and the Valdez Vanguard newspapers on September 7, 2000. In addition, copies of the notice were sent for public posting into the US Post Offices in Glennallen and Copper Center, as well as to the Kenny Lake Community League and to Alyeska Pipeline Service Company. No comments were received.

### Agency Review Summary

DMLW circulated Agency notices with a 14-day comment period to DNR Offices including the Division of Outdoor Recreation, State Historic Preservation Officer and the State Pipeline Office

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<sup>4</sup> P. 4-11, 4-12, Copper River Basin Area Plan for State Lands

in addition to the Alaska Department of Fish and Game, the Department of Environmental Conservation Mat-Su District Office and the US Army Corps of Engineers Regulatory Branch. A statement of non-objection to the project was submitted after expiration of the comment deadline by the Alaska Department of Fish and Game, and no other comments were received.

#### ENVIRONMENTAL CONSIDERATIONS

Use of fuel, lubricants, and other hazardous materials will be restricted to those necessary and contained within vehicles, tools and equipment for the performance of authorized activities only. Additionally, no fuel or other hazardous materials are authorized for storage on site.

#### PERFORMANCE GUARANTY

The revised Entry Authorization issued by DMLW in 2001 required provision of a \$1,000.00 Performance Guaranty by applicant KLSWCD, but a performance guarantee was not received. Considering the low degree of risk associated with issuance of a final easement for the previously constructed and surveyed easement, DMLW now waives the requirement for provision of a Performance Guarantee for ADL 227855.

#### INSURANCE


The revised Entry Authorization issued by DMLW in 2001 required proof (certificates) of insurance from applicant KLSWCD, but proof of insurance was not received. Considering the low degree of risk associated with issuance of a final easement for the previously constructed and surveyed easement, DMLW now waives the requirement for proof of insurance for ADL 227855.

#### FEES

Land use fees were assessed for this project as per then-current DNR fee regulation 11 AAC 05.010 (e)(12) as described in the DMLW Decision issued on September 8, 2000. However, due to KLSWC's status as a DNR-sponsored office, those fees were waived by DMLW at the time the Entry Authorization was revised in 2001, see Attachment C. In addition, DMLW elected to pay for completion of a survey to accomplish outstanding EA requirements in 2015. In consideration of those prior decisions, no additional fees will be assessed for the project at this time.

#### RECOMMENDATION

Based on the information provided by the applicant, as well as a review of relevant planning documents, statutes, and regulations related to this application, it is my recommendation that an easement is issued as described above, on the condition that all stipulations are followed as described in the attached authorization.

  
Cynthia Zuelow-Osborne  
Natural Resource Specialist 3

07-30-24  
Date

## DECISION

When adjudicating an easement authorization pursuant to AS 38.05.850, DMLW seeks to responsibly develop Alaska's resources by making them available for maximum use and benefit consistent with the public interest. In consideration of all evens and criteria listed above, I hereby determine that the authorizations to be granted by this decision are consistent with DMLW's mission, that this project is consistent with the overall classification and management intent for this land, and that issuance of an authorization as described above is in the interest of the State of Alaska. The Department assumes no liability for maintenance or liability for injury or damages attributable to this authorization. This decision goes into effect and becomes a final administrative order and decision of the department on the 21<sup>st</sup> calendar day after issuance.



Jay Rokos  
Natural Resource Manager 1  
DMLW Southcentral Regional Land Office

7/30/2024

Date

## APPEAL

An eligible person affected by this decision may appeal to the DNR Commissioner per AS 44.37.011 and 11 AAC 02. Any appeal must be received within twenty (20) calendar days after issuance of this decision under 11 AAC 20.040. An eligible person must first appeal a decision to the Commissioner before seeking relief in superior court. The Alaska Court System establishes its own rules for timely appealing final administrative orders and decisions of the department.

Appeals may be mailed or hand-delivered to the DNR Commissioner's Office, 550 W. 7<sup>th</sup> Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918; or sent by electronic mail to [dnr.appeals@alaska.gov](mailto:dnr.appeals@alaska.gov). Appeals must be accompanied by the fee established in 11 AAC 05.160(d)(6), which has been set at \$200 under the provisions of 11 AAC 05.160(a)-(b). A .pdf or print copy of 11 AAC 02 may be obtained by contacting DNR's Appeals Program via phone at (907) 269-3565, via email at [dnr.appeals@alaska.gov](mailto:dnr.appeals@alaska.gov), and is also available on the department's website at <https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf>.

## ATTACHMENTS

- Attachment A: DNR-Alyeska Memorandum of Agreement
- Attachment B: DMLW 2000 Decision for ADL 227855
- Attachment C: DNR-Kenny Lake Memorandum of Agreement
- Attachment D: DNR Approved Survey EPF 20150067

**ADL 227855 Amendment #1  
Attachment A, Page 1  
8-11-2000 DNR-Alyeska MOA**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ALASKA DEPARTMENT OF NATURAL RESOURCES  
AND  
ALYESKA PIPELINE SERVICE COMPANY  
REGARDING  
A LAND BRIDGE CROSSING AT TAPS MILEPOST 704.2**

WHEREAS, the Alaska Department of Natural Resources (DNR), for itself and acting on behalf of the Alaska Association of Conservation Districts (AACC) wishes to install, use and maintain a public road and bridge crossing ("bridge crossing") over the Trans Alaska Pipeline System (TAPS) at Pipeline Milepost 704.2, which is on state land covered by the Right-of-Way Lease for TAPS. The proposed bridge crossing would be over a segment of below ground pipe installed as an Animal Crossing (Subject Property), and would be used by DNR and third parties to gain access via farm and logging equipment and vehicles from the Richardson Highway to lands outside of the TAPS right-of-way for the purpose of developing state lands;

WHEREAS, the DNR, as required under Section 17 (e) of the Right-of Way Lease for TAPS, has consulted with Alyeska Pipeline Service Company (Alyeska), as agent for the Owners of TAPS, prior to proceeding with this intended use, and this Memorandum of Agreement is result of that consultation;

WHEREAS, Alyeska does not object to the construction and use of the requested bridge crossing so long as certain terms and conditions are followed throughout the life and use of the bridge crossing in order to protect the integrity and serviceability of TAPS; and

WHEREAS, Alyeska's non-objection to this use does not mean Alyeska warrants the suitability or safety of the design, construction, or selected location of the bridge crossing;

THEREFORE, the parties agree to the following terms and conditions for the bridge crossing at TAPS:

1. DNR agrees that the bridge crossing will be constructed and maintained to meet, at a minimum, the following criteria:
  - be sufficiently high so that no weight is transferred to the soil above the pipe;
  - the inside edge of the bridge abutments be at least nine feet from the pipe centerline;
  - the bridge foundation, including structural fill below the footings, be at a depth no higher than the bottom elevation of the pipeline (approximately ten feet below natural grade);

Exhibit "C" ADL 227855  
MOA  
Page 1 of 4

**ADL 227855 Amendment #1**  
**Attachment A, Page 2**  
**8-11-2000 DNR-Alyeska MOA**

APSC Letter No. 00-15927  
8/10/00

- allow for relatively easy removal in the event that access to the pipe becomes necessary;
  - provide guard rails of sufficient size to contain traffic from falling on the pipe, its monitoring points, or heat pipes;
  - allow access to the monitoring rods and thermistor strings;
  - one foot minimum clearance for heat dispersement;
  - allow for vehicular through traffic on the TAPS work pad (drivelane);
  - allow for placement of gates at the Alyeska workpad intersection to prevent public access; and
  - the capacity of the bridge will meet anticipated live and dead loads in accordance with good engineering practices and national codes and standards OR meet state requirements for secondary roads and legal highway loads.
2. DNR will contact the Alyeska Pipeline Maintenance Coordinator (PMC) at Pump Station 12, telephone 822-5274 in advance of anticipated access for construction, maintenance, repairs and/or improvements, to make any necessary arrangements. The PMC may request a pre-construction meeting, and that DNR to submit a written work plan describing DNR's procedures in detail, especially covering any excavation or drilling, for protecting the safety of Alyeska personnel, the integrity of the subject property and the environmental quality within the TAPS right-of-way. DNR understands that there may be times during construction or maintenance of the bridge when access will not be possible due to safety concerns, adverse surface conditions, pipeline-related construction, pipeline integrity or similar events.
3. DNR will contact Alyeska Security, 701 Bidwill Street, Fairbanks, telephone 459-5707, to obtain a key to any gate across the subject property. DNR will provide, in advance of any access for construction, maintenance, repairs and/or improvements, all information necessary to identify its employees and contractors to Alyeska Security personnel. DNR will return the key to Alyeska Security no later than 15 days after the close of the initial construction period under this Agreement.
4. All DNR construction and maintenance work within the TAPS right-of-way will be performed without exposing the pipeline and according to the guidelines of TAPS Maintenance and Repair Manual (MR-48). The PMC understands that Alyeska crews perform some of the crossing construction work within the TAPS right of way.
5. DNR will call Alyeska's survey contractor at 450-5405 to coordinate in advance the as-built surveying of the public road crossing.
6. During construction only, DNR may cross the pipeline off of the land bridge structure with any vehicle provided such vehicle(s) exert a ground pressure no greater than 6 p.s.i. (pounds per square inch) and not during any time other than under dry surface conditions unless DNR consults with the PMC.

Exhibit "C" ADL 227855  
MOA  
Page 2 of 4



**ADL 227855 Amendment #1**  
**Attachment A, Page 3**  
**8-11-2000 DNR-Alyeska MOA**

APSC Letter No. 00-15927  
8/10/00

7. DNR will post and maintain load and speed limit signs on both sides of the bridge crossing. DNR will have the bridge crossing inspected by a professional civil engineer registered in the State of Alaska at least every two years and provide a written report of such inspection to Alyeska FBU System Integrity at 701 Bidwill Street, Fairbanks, Alaska 99701. DNR will restrict vehicle speeds over the bridge crossing as is prudent and reasonable under the weather and terrain conditions. DNR will not park its vehicles or stage equipment within the Subject Property. DNR will provide for snow removal of the bridge crossing in such a way so as not to create berms across or otherwise block access along the pipeline workpad.
8. DNR will prevent disturbance or destruction of roads, pads, survey monuments, cathodic protection devices, monitoring rods or any other Alyeska facility within Subject Property. DNR will notify the PMC as soon as possible after DNR becomes aware of any disturbance to any Alyeska facility.
9. DNR will temporarily relocate the land bridge at DNR's sole expense upon advance notice from Alyeska when reasonably necessary to conduct TAPS maintenance, repair or removal operations.
10. DNR represents and agrees that construction of the bridge crossing at this pipeline animal crossing location will not be viewed by DNR as a failure to comply with any term or condition of the state Right-of-Way Lease for the Trans-Alaska Pipeline (ADL 63574) related to animal crossings in this area. DNR agrees to obtain the consent of the Bureau of Land Management (BLM) that this bridge crossing will not be viewed as a failure to comply any provisions of the BLM's Agreement and Grant of Right-of-Way for TAPS related to animal crossings in this area.
11. If at any time Alyeska notifies DNR that an act or omission by DNR in connection with the construction, operation, or maintenance of the road crossing poses a hazard to TAPS safety or integrity, DNR agrees to immediately cease the activity until such situation is corrected or otherwise resolved.
12. DNR agrees to immediately notify the Alyeska PSMC and any required authorities of any reportable
13. This Memorandum of Agreement shall not be interpreted to excuse the State, its officials, employees, agent, or contractors from liability for damages or injuries resulting from its acts of negligence or acts of willful misconduct associated with the design, construction, maintenance, or use of the bridge crossing; and

Exhibit "C" ADL 227855  
MOA  
Page 3 of 4


**ADL 227855 Amendment #1**  
**Attachment A, Page 4**  
**8-11-2000 DNR-Alyeska MOA**

APSC Letter No. 30-15927  
8/10/00

14. The undersigned accept and agree to all provisions described in this Agreement and represent that they have full authority to accept and agree on behalf of the TAPS Lessees and DNR, and to bind the Lessees and DNR to the terms of this Agreement.

ACCEPTED AND AGREED to this  
11<sup>th</sup> day of August, 2000

ALYESKA PIPELINE SERVICE COMPANY  
Agent for TAPS Owners

By:   
Peter C. Nagel  
Sr. Landowner Relations Specialist

ACCEPTED AND AGREED to this  
10<sup>th</sup> day of August, 2000

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES

By:   
Signature  
Name: MARTY K. RUTHERFORD  
Title: DEPUTY COMMISSIONER

Exhibit "C" ADL 227855  
MOA  
Page 4 of 4

**ADL 227855 Amendment #1  
Attachment B, Page 1  
9-25-2000 Decision**

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

**Decision  
Kenny Lake Soil & Water Conservation District  
Right-of-Way  
ADL 227855**

**Requested Action:** Kenny Lake Soil & Water Conservation District (SWCD) submitted a Right-of-Way (ROW) application for authorization to construct a public access road into a future State of Alaska planned disposal area recorded as ASLS 79-41, 4 miles south of Copper Center, Alaska. The proposed ROW will cross the Trans Alaska Pipeline System (TAPS) at mile 704.2. The proposed ROW crossing of the pipeline will consist of a bridge to be constructed over a buried segment of the pipeline. This would allow access from the Richardson Highway to lands west of the TAPS right-of-way.

The proposed ROW will be approximately 2200 feet in length and 100 feet in width, located within Sections 17 and 20, Township 1 North, Range 1 East, Copper River Meridian, Alaska.

**Legal Authority:** AS 38.05.850, 11 AAC 55.040 and 11 AAC 53.300.

**Administrative Record:** Right-of-Way Application ADL 227855

**Background:**  
**Project Overview.**

This decision is to issue an Early Entry Authorization (EEA) to Kenny Lake SWCD to enter onto state lands for the purpose of constructing and surveying of a public access road and turn around area.

The total project consists of 3 phases. This decision will deal only with Phase 2 of the project.

Phase 1 is to construct Northwood Avenue, a platted road in the Willow Creek Subdivision.

Phase 2 is the proposed construction of a road access starting at the west end of Northwood Avenue and continuing to ASLS 79-41 to a turn around area. Phase 2 includes a bridge for the crossing of a buried segment of the TAPS Pipeline. A Memorandum of Agreement between the Alaska Department of Natural Resources and Alyeska Pipeline Service Company, Regarding A Land bridge Crossing at TAPS milepost 704.2 was signed August 11, 2000.

Phase 3 is the proposed re-plat of parcels identified on ASLS 79-41 for a new State disposal site. A Public meeting regarding the proposed Tonsina North Land Sale is scheduled for October 12, 2000, at the Kenny Lake Community Center.

**ADL 227855 Amendment #1**

**Attachment B, Page 2  
9-25-2000 Decision**

Decision ADL 227855  
Kenny Lake SWCD  
Page 2 of 3

To implement this decision an Early Entry Authorization (EEA) will be issued to the Kenny Lake Soil & Water Conservation District, to facilitate site preparation and construction.

This proposed EEA will expire approximately one year from the date the EEA is executed.

**Title.** The acquisition authority for lands is found under GS -86, Patent – 50-64-0180.

**Classification.** The affected area is classified Agriculture/Settlement in the Copper River Basin Area Plan, Management Unit 20A (Tonsina North). This use is consistent with the classification and area plan.

**Third Party Interest.** None

**History.**

8-21-2000	Application received
6-26-2000	DGC, not within the coastal zone
9-7-2000	Anchorage Daily News, Public Notice, no objections were received
9-14-2000	Valdez Vanguard, no objections were received
9-7-2000	Agency Review to the following agencies -
9-7-2000	Army Corps of Engineers, no comments were received
9-7-2000	DNR – SHPO, no comments were received
9-6-2000	Kenny Lake Community League, no comments were received
9-7-2000	ADF&G - Fish Habitat, no comments were received
9-6-2000	Alyeska Pipeline Service Company, no comments were received

**Issues: Public vs. private nonexclusive use.** The project is for the Kenney Lake SWCD to construct a road access starting at the west end of Northwood Avenue and continuing to ASLS 79-41 to a turn around area. This includes a bridge for the crossing of a buried segment of the TAPS Pipeline. This road access is to provide access to lands west of the Richardson Highway, which is a public use of state lands. Therefore, it is recommended that the ROW be designated as a public ROW. This designation means that the State of Alaska retains control of the parcel and reserves the right to grant compatible uses within, overlapping or adjacent to the subject area.

**Survey.** An As-built Survey according to the requirements of the Division of Mining, Land and Water must be submitted prior to the issuance of the right-of-way.

**Fee.** The applicant will be charged a fee for the use this ROW according to the fee schedule established under 11 AAC 05. The current fee for a public road ROW is a one-time fee of \$50.00 per acre. The fee will be based on the approved As-built Survey. Also, there is a \$75.00 document handling fee.

**ADL 227855 Amendment #1**  
**Attachment B, Page 3**  
**9-25-2000 Decision**

Decision ADL 227855  
Kenny Lake SWCD  
Page 2 of 3

The estimated fee for this ROW is a one-time charge of \$250.00 that is due prior to the issuance of the EEA. This fee will be redetermined, if necessary, when the as-built survey has been approved by the Division of Mining, Land and Water.

**Bond.** A bond deposit for the survey will be required in the amount of \$1000.00 or other assurance acceptable to the state prior to issuance of the EEA.

**Term.** The ROW term would be indefinite so long as the land is used for the above-mentioned purpose.

**Recommendation.** It is recommended that a Public Right-of-Way for a road approximately 100 feet in width and approximately 2,200 feet in length be granted to Kenny Lake Soil & Water Conservation District after all stipulations in the Early Entry Authorization have been met.

  
Linda-Lou Holzman, NRO

9/25/00  
Date

I concur

I do not concur

  
Richard B. Thompson, Regional Manager

9/28/00  
Date

**ADL 227855 Amendment #1  
Attachment B, Page 4  
9-26-2000 Entry Authorization**

# STATE OF ALASKA

TONY KNOWLES, GOVERNOR

**DEPARTMENT OF NATURAL RESOURCES**

DIVISION OF MINING, LAND AND WATER  
SOUTHCENTRAL REGION LAND OFFICE

September 26, 2000

550 W. 7TH AVE., SUITE 900C  
ANCHORAGE, ALASKA 99501-3577

John Wenger, Chair  
Kenny Lake Soil & Water Conservation District  
HC 60 Box 280  
Copper Center, AK 99573

Re: ADL 227855- Right-of-Way (ROW) Application  
TAPS Pipeline Crossing, Copper Center

Dear Mr. Wenger:

The Division of Mining, Land and Water has reviewed the subject right-of-way (ROW) application and recommends issuance of a public road right-of-way near Copper Center, once the following requirements have been met. Authorization from this office is necessary prior to entering state lands.

Enclosed you will find the Decision and two copies of Attachment "A" of the Early Entry Authorization (EEA) which lists special stipulations that the authorization is subject to. Attachment "A" must be signed and notarized on page five. Please return the following:

- **Estimated one-time fee of \$250.00**
- **The \$1,000.00 Bond (see attached Performance Bond Requirements)**
- **A copy of your Insurance (see Exhibit "D")**
- **A notarized resolution authorizing the Kenny Lake SWCD to enter into the ROW project**
- **A notarized resolution authorizing the individual executing the ROW documents to sign on behalf of the Kenny Lake SWCD**
- **Both of the signed/notarized copies of Attachment "A"**

to this office within thirty days of your receipt of this letter. When you return the requested documents, the Regional Manager will execute the entry authorization and return a copy to you. After you receive the executed copy, the Kenny Lake SWCD, or its agents, will then be authorized to enter upon state land to begin construction of the road and completing the as-built survey. The as-built survey needs to be performed according to the Division of Mining, Land and Water requirements. As-built Survey Instructions are enclosed, for your convenience.

For survey questions, please call Gerald Jennings at (907) 269-8516. Please call me with any other questions (907) 269-8549.

Sincerely,



Linda-Lou Holzman  
Natural Resource Officer

Enclosures: Attachment "A" EEA Special Stipulations  
As-Built Survey Instructions  
Performance Bond Requirements

*Goal: "Conserve and Enhance Natural Resources for Present and Future Alaskans"*

**ADL 227855 Amendment #1  
Attachment B, Page 5  
9-26-2000 Entry Authorization**

Attachment "A" - ADL 227855  
Special Stipulations for  
Early Entry Authorization  
Page 5 of 5

**VI. Access - Limits of Authorization**

- A. This EEA applies only to access within the project area not access to the project area.
- B. No new access trails or roads are authorized on state lands without the express permission of the AO.

Authorized signature below is concurrence by Kenny Lake Soil & Water Conservation District to these Special Stipulations for the Early Entry Authorization.

This authorization expires on September 30, 2001.

Douglas A. Witte  
Applicant  
Kenny Lake Soil & Water Conservation District

Executive Director 5/10/01  
Title Date



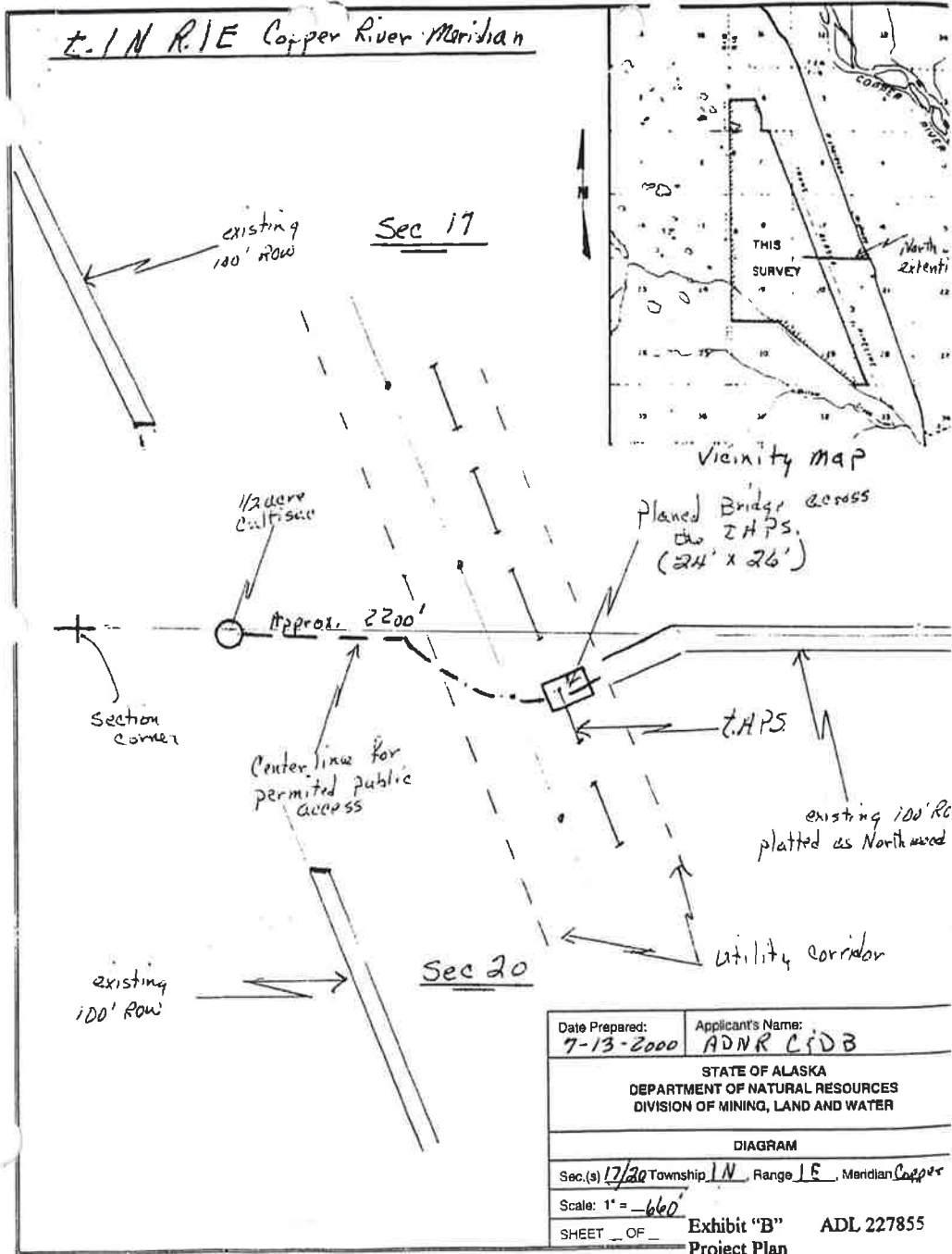
STATE OF ALASKA            )  
  ) ss  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 10<sup>th</sup> day of May 2001, before me the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, as such, personally appeared Douglas A. Witte known to me to be the Executive Director of AACD the corporation which executed the foregoing instrument, and that (s)he acknowledged to me that (s)he executed the same for and on behalf of said corporation, and that (s)he is fully authorized by said corporation so to do; (s)he acknowledged to me that (s)he signed and executed the same freely and voluntarily, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Guyla McGrady  
Notary Public in and for the State of Alaska  
My commission expires 9-3-03

**ADL 227855 Amendment #1  
Attachment B, Page 6  
9-26-2000 Entry Authorization**





**ADL 227855 Amendment #1**  
**Attachment B, Page 7**  
**6-27-2001 Revised Entry Authorization**

**STATE OF ALASKA**

TONY KNOWLES, GOVERNOR

**DEPARTMENT OF NATURAL RESOURCES**

*DIVISION OF MINING, LAND AND WATER*  
*SOUTHCENTRAL REGION LAND OFFICE*

June 27, 2001

550 W. 7TH AVE., SUITE 900C  
ANCHORAGE, ALASKA 99501-3577

John Wenger, Chair  
Kenny Lake Soil & Water Conservation District  
HC 60 Box 280  
Copper Center, AK 99573

Re: ADL 227855 Right-of Way (ROW) Application  
TAPS Pipeline Crossing, Copper Center

Copy

Dear Mr. Wenger:

The State of Alaska, Department of Natural Resources, Division of Mining, Land and Water hereby authorizes Kenny Lake SWCD, or its agents to enter upon state lands located within Sections 17 and 20, Township 1 North, Range 1 East, Copper River Meridian, Alaska for the purpose of construction a public road to ASLS 79-41, 4 miles south of Copper Center, Alaska. The proposed ROW will cross the Trans-Alaska Pipeline System (TAPS) at mile 704.2. This authorization applies only to lands within the management jurisdiction of the State of Alaska.

The applicant shall submit an as-built survey, or replat of the area according to the Division of Mining, Land and Water requirements on or before the expiration of this EEA. A public road right-of way will be issued after the attached Special Stipulations have been fulfilled and this division has approved the replat/survey. **This Early-Entry Authorization expires May 10, 2002.**

Failure to comply with any of the special stipulations attached is cause for termination of this authorization.

In our April 2001 meeting with Doug Witte it was agreed that the \$250 one-time fee would be waived since the Soil and Water Conservation District is part of the Department of Natural Resources. There is still the requirement for the document handling fee for the recording of the new plat and right-of-way documents.

Jack Phillips can contact Jerald Jennings at (907) 269-8516 with any questions regarding surveys or the replat. You may contact Christina Patterson at (907) 269-8549 or email at [chrisp@dnr.state.ak.us](mailto:chrisp@dnr.state.ak.us) if you have any questions.

Sincerely,



Richard B. Thompson  
SCRO Regional Manager

Enclosures: Special Stipulations (Attachment A)  
cc: Doug Witte, Soil and Water Conservation

*“Develop, Conserve and Enhance Natural Resources for Present and Future Alaskans”*

**ADL 227855 Amendment #1**  
**Attachment B, Page 8**  
**6-27-2001 Revised Entry Authorization**

Attachment "A" - ADL 227855  
Special Stipulations for  
Early Entry Authorization  
Page 2 of 5

3. This ROW does not allow for the installation of Fiber Optic Cable without the written approval of the AO and payment of current Fiber Optic Cable Fee.
4. The construction and maintenance of the bridge crossing the buried segment of the Trans Alaska Pipeline System (TAPS) pipeline Milepost 704.2 will be performed according to the Memorandum of Agreement (MOA) Between The Alaska Department of Natural Resources and Alyeska Pipeline Service Company, Exhibit "C"

B. Liability - See Indemnity and Insurance - Exhibit "D"

C. Changes in Conditions

Unforeseen conditions arising during construction of the project may make it necessary to revise or amend these special stipulations. In this event, the AO and the applicant will attempt to agree as to what revision or amendments shall be made. If they are unable to agree, the DOL Director shall have final authority to determine those revisions or amendments.

D. Valid Existing Rights

This EEA, and the rights and privileges granted by it, is subject to all valid existing rights in and to the land which is the subject to this authorization. MLW makes no representations or warranties either express or implied as to the existence, number or nature of any valid existing rights.

E. Requests for Data

For purposes of information and review, the MLW at any time during normal business hours, may require the applicant to furnish data related to preconstruction or construction activities undertaken in connection with the project. The applicant shall furnish the required data as soon as possible or as otherwise required under the terms of the EEA.

F. Proper Location

Issue of this EEA is authorization on state land only and does not authorize any activities on private or native lands. The applicant is responsible for proper location on site.

G. Survey

1. The applicant shall submit an as-built survey on or before the expiration date of this EEA.

**ADL 227855 Amendment #1**  
**Attachment B, Page 9**  
**9, 6-27-2001 Revised Entry Authorization**

Attachment "A" – ADL 227855  
Special Stipulations for  
Early Entry Authorization  
Page 3 of 5

2. All survey monuments, witness corner, reference monuments, mining claims posts, bearing trees and unsurveyed lease corner posts shall be protected against damage, destruction or obliteration. Any damaged, destroyed or obliterated markers shall be re-established in accordance with accepted survey practices of the division at the expense of the applicant.

**H. Fine Tuning**

Any changes in the alignment of the project area will require the prior written approval of the AO. The AO reserves the discretionary authority to require a re-determination of the state's best interest for any significant proposed changes.

**I. Revocation, Termination or Abandonment**

Upon revocation or termination of this EEA or abandonment of any section of the project area, the applicant shall remove all improvements and restore the land to the satisfaction of the AO within thirty (30) days.

**J. Fees**

There is a one-time Use Fee per Alaska Statute 11 AAC 05. The current fee for a public road ROW is a one-time fee of \$50.00 per acre. The fee will be based on the approved As-built Survey. Also, there is a \$75.00 document handling fee.

The estimated fee for this ROW is a one-time charge of ~~\$250.00~~ that is due prior to the issuance of the EEA. This fee will be adjusted, if needed, based on the As-Built Survey that has been approved by the Division of Mining, Land and Water.

**K. Performance Guarantees**

1. A bond deposit for the survey will

**III. ENVIRONMENTAL PROTECTION**

**A. Erosion Control/Water Quality**

1. Applicant will conduct all operations in a manner, which will prevent unwarranted erosion. Any erosion shall be repaired in a manner satisfactory to the AO at the applicant's expense within thirty (30) days of expiration of this authorization.
2. Applicant will be required to install silt fences or other implement other methods as necessary to filter or settle suspended sediment from drainage

**ADL 227855 Amendment #1**  
**Attachment B, Page 10**  
**6-27-2001 Revised Entry Authorization**

Attachment "A" – ADL 227855  
Special Stipulations for  
Early Entry Authorization  
Page 4 of 5

wastewater from the roadway construction prior to it direct or indirect discharge into exiting surfaced waters or wetlands for protection against water quality or wetlands degradation. Any structure shall be maintained until disturbed or deposited material has been stabilized against erosion.

**B. Oil Changes, Fueling and Storage**

Oil changes and fueling operations shall not occur within the annual floodplain (vegetation to vegetation line) or within 100 feet from any river, stream, drainage channel or waterbody. All petroleum products and hazardous materials shall not be placed within 100 feet of water bodies and must be within an impermeable diked area at 110 percent capacity of the largest independent fuel container. Manifolded tanks or bladders must be considered as a container.

**C. Oil Spills**

All oil and hazardous material spills will be cleaned up and reported per 11 AAC 75.080. Phone 800-478-9300 to report spills. **Adequate sorbent materials (i.e., material that collects or absorbs petroleum products while at the same time repels water) will be kept on site to be used in the event a spill should occur.**

**D. Waste Disposal**

All waste generated during construction activities under this letter-of-entry shall be removed or otherwise disposed of as required by state and federal law.

**E. Antiquities and Historical Sites**

Should archaeological, historical or paleontological resources be discovered as a result of or during the activities authorized by this permit, all activities which would disturb such resources shall be suspended until the Division of Transportation is contacted immediately at 269-8721. Any field activities shall not resume without the approval in writing by the AO.

**IV. Vegetation**

- A. Clearing shall be performed in a manner, which will maximize preservation of natural beauty, conservation of natural resources and minimize marring and scarring of the landscape or silting of streams. All reasonable precautions shall be taken during operations to prevent unnecessary damage to residual trees.**

**ADL 227855 Amendment #1  
Attachment B, Page 11  
6-27-2001 Revised Entry Authorization**

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

**Exhibit "D"  
Indemnity and Insurance**

**Special Stipulations  
For  
Kenny Lake Soil & Water Conservation District  
ADL 227855**

**Indemnification:**

For the entry on or use of state land, the applicant\* shall indemnify, save harmless, and defend the state, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the applicant's construction or use or for the performance of the contract, except when the sole proximate cause of the injury or damage is the state's negligence. This indemnification shall also continue throughout the term of the right-of-way permit when issued.

**Insurance:**

Without limiting applicant\* indemnification, it is agreed that the applicant\* shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the applicant's\* policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the State prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and ground for termination of this project.

1. **Workers' Compensation Insurance:** the applicant\* shall provide and maintain for all employees engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. This will include Worker's Compensation insurance coverage for any individual who directly or indirectly provides services for this project. This coverage must include statutory coverage for states in which employees are engaging in work and employers' liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U.S.L.&H. and Jones Acts) must also be included.
2. **Comprehensive (Commercial) General Liability Insurance:** with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractor, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
3. **Comprehensive Automobile Liability Insurance:** covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

\*Applicant means the Kenny Lake Soil & Water Conservation, its employees, officers, agents, contractors, subcontractors or their employees.

**ADL 227855 Amendment #1**  
**Attachment C, Page 1**  
**6-27-2002 DNR-Kenny Lake MOA**

DOA Marketing&Inspect. Fax:1-907-745-7254

Aug 23 2005 15:23 P.04

DEPARTMENT OF  
NATURAL RESOURCES  
JUL - 1 2002  
TOLSON'S SERVICE  
AGREEMENT

**Memorandum of Agreement**

**Between**

**The Alaska Department of Natural Resources**

**And**

**Kenny Lake Soil and Water Conservation District**

**Regarding**

**Maintenance of a Land Bridge at TAPS Milepost 704.2**

The Kenny Lake Soil and Water Conservation District has, in cooperation with the Alaska Department of Natural Resources and the Alyeska Pipeline Service Company, constructed a bridge crossing over the Trans Alaska Pipeline System (TAPS) at Pipeline Milepost 704.2, which is on state land covered by the Right-of-Way Lease for TAPS. This bridge crossing is to be used for public access from the Richardson Highway to the Tonsina North Subdivision and other state lands located west of the pipeline.

The purpose of this agreement is to establish maintenance responsibility for this bridge.

Therefore, under the authority of AS 41.10 and AS 38.05.020 the State of Alaska, Department of Natural Resources and the Kenny Lake Soil and Water Conservation District enter into this Agreement for maintenance of the land bridge at TAPS milepost 704.2 and agree to the following terms and conditions:

1. The Kenny Lake Soil and Water Conservation District agrees to accept ownership responsibility for the bridge.
2. The Kenny Lake Soil and Water Conservation District agrees to comply with all provisions of the August 2000 Memorandum of Agreement between the Alaska Department of Natural Resources and the Alyeska Pipeline Service Company regarding a Land Bridge Crossing at TAPS Milepost 704.2.
3. The Kenny Lake Soil and Water Conservation District agrees to maintain the bridge and approach roads in a manner that will not impede public access across the TAPS and be consistent with the terms and conditions of the right-of-way authorization granted by the State of Alaska (ADL 227855).
4. The Kenny Lake Soil and Water Conservation District will provide for snow

**ADL 227855 Amendment #1**  
**Attachment C, Page 2**  
**6-27-2002 DNR-Kenny Lake MOA**

DDA Marketing&Inspect Fax:1-907-745-7254 Aug 23 2005 15:24 P.05

removal from the bridge and approaches in such a way as not to block access to the pipeline.

5. The Kenny Lake Soil and Water Conservation District will be responsible for maintenance of guardrails and bridge decking.
6. The Kenny Lake Soil and Water Conservation District will have the bridge crossing inspected by a professional civil engineer as specified in item #7 of the August 2000 Memorandum.
7. The Kenny Lake Soil and Water Conservation District will maintain load and speed limit signs on both sides of the bridge crossing.
8. Nothing in this agreement shall obligate the Department of Natural Resources in the expenditure of funds for the above-described maintenance and inspection.

The undersigned accept and agree to all provisions described in this Agreement and represent that they have full authority to accept and agree on behalf of the Alaska Department of Natural Resources and the Kenny Lake Soil and Water Conservation District.

ACCEPTED AND AGREED to this 27 day of June, 2002

KENNY LAKE SOIL AND WATER CONSERVATION DISTRICT

By: \_\_\_\_\_

ACCEPTED AND AGREED to this 2nd day of July, 2002

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES

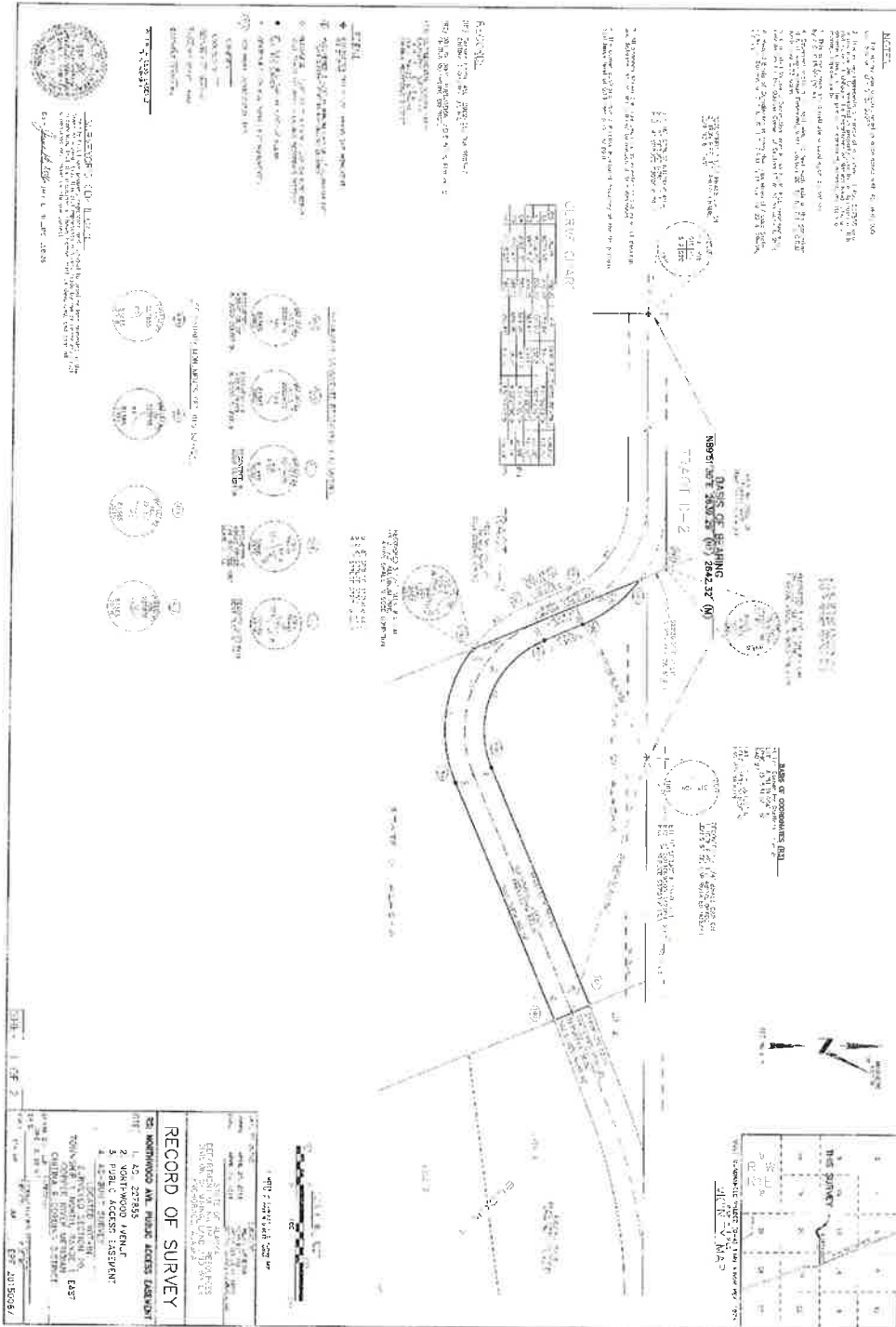
By: [Signature]

NAME: MARTY K. RUTHERFORD  
TITLE: DEPUTY COMMISSIONER

John Wenger  
John Devens  
Dee Wygant  
James Devens

John Wenger Chairman  
John Devens Vice Chairman  
Dee Wygant Secretary  
James Devens Board Member

**ADL 227855 Amendment #1**  
**Attachment D, Page 1**  
**Post-Construction Survey EPF 20150067**





**ADL 227855 Amendment #1**  
**Attachment D, Page 2**  
**Post-Construction Survey EPF 20150067**

