STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
Northern Regional Land Office

Regional Manager's Decision

ADL 422366
Arctic Slope Telephone Association Cooperative, Inc.
Easement Application
AS 38.05.850

REQUESTED ACTION

On July 10, 2024, the Department of Natural Resources (DNR), Division of Mining, Land, and Water (DMLW), received an application for a public utility easement from Arctic Slope Telephone Association Cooperative, Inc. (ASTAC) for installation of Fiber Optic Cable (FOC) on state-owned, DMLW-managed lands from the Dalton Highway to Anaktuvuk Pass. The applicant has requested a public utility easement approximately 49 miles long and 30 feet wide.

RECOMMENDED ACTION

NRO recommends issuance of a public utility easement approximately 49 miles long and 30 feet wide for the installation of FOC on DMLW managed lands.

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 interest of the State of Alaska. All other aspects of the applicant's project are outside the scope of this decision.

STATUTORY AUTHORITY

This easement application is being adjudicated pursuant to AS 38.05.850 and AS 38.05.127.

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 referenced here-in, the 2021 North Slope Area Plan and other classification references described herein, and the casefile for the application serialized by DNR as ADL 422366.

LOCATION INFORMATION

Geographic Location

The applicant has requested that DMLW authorize an easement departing north from the Dalton Highway near mile post 285. The proposed FOC will be installed travelling west southwest for approximately 90 miles to Anaktuvuk Pass approximately 49 miles of the total length cross DMLW managed lands. The route generally follows the North Slope Borough Community Winter Access Trail.

Township Range

The applicant has applied to use state-owned, DMLW-managed lands within the lands cataloged in Table 1, attached.

Other Land Information

Municipality: North Slope Borough
Regional Corporation: Arctic Slope Regional Corporation
Village Corporation: Nunamiut Corporation

TITLE

The title information is cataloged in Table 1, attached.

Any state-owned, DMLW-managed lands, or state-selected lands that may be managed by DMLW in the future that are crossed by the authorization considered herein at the time of this decision, which are omitted from this list, and are subsequently identified, are included in this decision. Navigable and public water determinations are subject to change pursuant to future findings.

THIRD-PARTY INTERESTS

There are no known third-party interests.

PLANNING & CLASSIFICATION

The proposed easement is entirely on lands that fall within the North Slope Area Plan (NSAP). The proposed easement passes through the James Dalton Highway Corridor (AS 19.40.010) and the North Slope Special Use Lands (ADL 50666). The proposed easement passes through the following units in the NSAP: B-06, B-09, and D-01. Unit B-06 is designated resource management and classified resource management land. Unit B-06 is to be managed for multiple resources and uses. Anadromous streams, access to RST 450, and harvest opportunities are to be protected. Long-term authorizations are to consider potential impacts on caribou. Unit B-09 is designated habitat and public recreation dispersed and classified wildlife habitat land and public recreation land. Unit B-09 is to be managed for multiple resources and uses with an emphasis on retaining the natural character of the area, maintaining wildlife habitat, recreation, harvest opportunities, protecting anadromous streams, and RST 450 access. Long-term authorizations are to consider potential impacts to moose and caribou along the Anaktuvuk River corridor. Unit D-01 is designated habitat, public recreation-dispersed, and transportation and classified wildlife habitat land, public recreation land, and transportation corridor land. Unit D-01 is to be managed as a utility and transportation corridor and to support subsistence activities and recreational activities. Impacts to fish and wildlife habitat are to be minimized.

The installation, operation, and maintenance of the FOC is compatible with the North Slope Area Plan and the management intent.

ACCESS

Functional legal access to the state land discussed herein exists via the Dalton Highway.

Construction of the improvements described herein is contingent on the placement of related infrastructure on adjacent land owned and/or managed by the U.S. Bureau of Land Management (BLM), the Arctic Slope Regional Corporation (ASRC), and the Nunamiut Corporation. The applicant will work with adjacent landowners to obtain the necessary authorization.

The Public Access and Defense section has determined that there are both public and navigable waters within the project area. The authorization proposed herein will not impair public access; therefore, an easement pursuant to AS 38.05.127 is not necessary to ensure free access to and along any public or navigable waters. DMLW reserves the right to create an easement pursuant to AS 38.05.127 over the authorization proposed herein.

BACKGROUND

ASTAC submitted an application for a public utility easement to install FOC from the Dalton Highway to Anaktuvuk Pass. The installation will take place during the winter using off-road travel. To account for off-road travel during installation and maintenance, off-road travel stipulations will be added to the Entry Authorization and Easement. The cable will be armored and designed for the weather conditions. In general, the FOC route will follow the North Slope Borough's Community Winter Access Trail. Most of the installation will be done by ground laying the cable on the tundra. There are three river crossings on the route. The FOC will be installed via horizontal directional drilling at least 10 feet under the river beds.

PUBLIC NOTICE & AGENCY REVIEW

Public Notice Summary

Public Notice of the application was conducted from July 19, 2024, to August 19, 2024. The notice was posted to the State of Alaska Online Public Notice System.

Public Notice Comment & Response

No comments were received during the public notice period.

Agency Review Summary

Agency Review of the application was conducted from July 19, 2024, to August 19, 2024. The notice was sent to the following recipients:

- DNR Office of History and Archaeology
- Alaska Department of Fish and Game (ADF&G)
- U.S. Fish and Wildlife Service (USFWS)
- U.S. Bureau of Land Management
- Alaska Department of Transportation

- North Slope Borough
- Toolik Research Station (Toolik)

Agency Review Comment & Response

ADF&G Comment: ADF&G has no objection, but we have concerns with the methodology of laying cable across the tundra. Concerns include wildlife and snow machine entanglement, and wildlife chewing through the cable. ADF&G also noted that Fish Habitat Permits may be required.

With regards to avoiding conflict with wildlife ADF&G emphasized: the need to properly manage wildlife attractants; the availability of educational materials for staying safe in bear country; and the availability of public safety permits if there is a need to haze wildlife.

Noted the presence of gray-headed chickadee habitat (poplar trees) in the area and askes the applicant to avoid causing disturbance in these areas.

Noted that the bear contact information should be updated to Mark Nelson (mark.nelson@alaska.gov).

Suggests that summer cable inspection be scheduled before or after the ground-nesting bird breeding season to avoid disturbing active nests.

Asks the applicant to ensure public access to state land and RST 450 are not hindered and to consider the proximity of to the Community Winter Access Trails and other ice roads.

Asks the applicant to take precautions to prevent the spread of aquatic diseases and invasive species.

Noted that project activities may affect ESA listed species.

DMLW Response: Thanked ADF&G for the comments and passed the comments, with the associated links, on to the applicant.

Toolik Field Station: Toolik requested that the fiber optic line be routed outside the Toolik Research Natural Area.

DMLW Response: Passed the comment on to the applicant and noted that the Toolik RNA appears to be entirely on BLM managed lands and Toolik should reach out to BLM regarding routing.

USFWS Comment: No ESA listed species or designated critical habitat occur in the project area. Recommends efforts to minimize impacts to nesting birds.

Recommends following guidelines if eagle nests are located with .5 mile of the project footprint.

Recognize and appreciate efforts to minimize tundra damage by using ground-laid cable.

DMLW Response: Thanked USFWS for the comments and passed the comments, with the associated links, on to the applicant.

ENVIRONMENTAL CONSIDERATIONS

This decision considers the environmental factors directly related to the authorization for use of state lands, specifically whether the approval of the authorization is in the State's interest. The purpose of this consideration is to identify any associated mitigation measures or other requirements necessary to protect the public interest, while informing the overall decision of whether or not to approve the authorization.

Environmental contamination risk associated with this proposed easement is minimal. Fuel, lubricants, and other hazardous materials will be restricted to those necessary and will be contained within vehicles and vegetation clearing equipment when such equipment is necessary for right-of-way maintenance. No fuel or other hazardous materials will be stored on site. There are no other known environmental considerations or constraints in this location. The applicant is ultimately responsible for determination of site suitability.

ECONOMIC BENEFIT & DEVELOPMENT OF STATE RESOURCES

In accordance with AS 38.05.850, DMLW considers if the requested authorization will provide the greatest economic benefit to the State and development of its natural resources. Specifically, staff assess both direct and indirect economic benefits and whether the proposed authorization encourages the development of the State's resources.

The authorization considered herein will provide a direct economic benefit to the State in the form of land use fees. Additionally, the proposed easement facilitates the expansion of the public utility system and specifically broadband access, which will promote conditions for economic development, thus providing an indirect benefit to the State.

In consideration of these factors, and because there are no competing requests for authorization, approval of this easement will provide the greatest economic benefit to the State.

DISCUSSION

AS 19.40.200 establishes a corridor with the Dalton Highway right-of-way. AS 19.40.200 prohibits the disposal of land within this corridor, with limited exceptions. An easement is a disposal, however AS 19.40.200 (b)(1) allows for an easement to be issued to a licensed public utility if it is related to their business. This fiber optic cable is intended to carry data, including telephone communications and is therefore directly related to their business; AS 19.40.200 does not prohibit issuance of this easement.

The installation and maintenance of the FOC will involve off-road travel. Since off-road travel is necessary for installation and maintenance of this the public utility, off-road travel stipulations will be included in the EA and Easement.

Following termination, whether by abandonment, revocation, or any other means, the applicant shall rehabilitate the site(s) to a condition that is acceptable to DMLW.

PERFORMANCE GUARANTY

A performance guaranty is intended to incentivize performance of the conditions of the entry authorization and easement and provide a mechanism for the State to ensure that the applicant shares in the financial burden in the event of noncompliance (including fee payment, survey, appraisal, etc.), restoration (interim and final), and any associated costs after termination or expiration of the easement. Staff recommend that the applicant be required to submit a performance guaranty in the amount of $1,000.00 to ensure completion of entry authorization requirements. These funds will also serve as a survey deposit (per AS 38.05.860) and may be reduced one time during the term of the entry authorization by an amount equal to payments made by the applicant to a licensed surveyor under contract for completion of an as-built survey in accordance with survey instructions issued by the DMLW Survey Section, as described herein. This performance guaranty shall remain in place during the term of the entry authorization and will be subject to release upon the acceptance of a DMLW-approved as-built survey and the fulfillment of all conditions and stipulations of this decision and the entry authorization. The guaranty may also be adjusted to reflect updates and changes in the associated project, and the applicant may be required to provide an additional performance guaranty if DMLW determines there is additional risk to the State. The guaranty may be utilized by DMLW to cover actual costs incurred by the State to pay for necessary corrective actions in the event the applicant does not comply with site utilization and restoration requirements and other stipulations contained in the entry authorization. An additional performance guaranty may be required for an extension of the entry authorization beyond the initial term proposed under this decision.

INSURANCE

The applicant will be required to submit proof of insurance in an amount the insurance company determines necessary to protect both the State and the applicant from risks associated with the planned activities under the Entry Authorization (EA) for ADL 422366. The applicant will be responsible for maintaining the necessary insurance during the term of the EA. The insurance may be adjusted to reflect updates and changes in the associated project and the applicant may be required to furnish additional insurance if DMLW determines there is additional risk to the State. A certificate of insurance listing the State of Alaska, Department of Natural Resources as an additional insured on the policy, or other insurance acceptable to the State, must be submitted to DMLW prior to entry on State land and must be maintained throughout the term of the EA.

SURVEY

A DMLW-approved as-built survey is required to determine the proper location and acreage of installed improvements and the associated easement on state-owned, DMLW-managed lands. The applicant will be required to request survey instructions prior to issuance of the Entry Authorization. The survey must be produced in accordance with survey instructions provided by the DMLW Survey Section and stamped by a Professional Land Surveyor registered in the State of Alaska. A final easement will not be issued until the as-built survey has been approved by DMLW. The applicant is required to submit a preliminary draft as-built survey a minimum of one year prior to the expiration of the Entry Authorization to allow adequate time for DMLW's review and approval of a final as-built survey.

FEES

The following fee(s) are applicable to this request:

During the EA: Per 11 AAC 05.070(d)(2)(I) and DMLW Director's Fee Order No. 3 the annual fee for the term of the EA is $120.00 per acre rounded up to the nearest acre. The requested easement is approximately 49 miles long and 30 feet wide for an estimated 178 acres.

Fee: $21,360/year
Relevant Fee Regulation(s): 11 AAC 05.070(d)(2)(I) and Director's Fee Order Number 3

During the Easement: Per 11 AAC 05.070(d)(2)(C) and Director's Fee Order Number 3, the one-time use fee for a public easement for utilities is $0.56 per linear foot rounded up to the nearest foot. The total charge for this fee will be determined following DMLW's approval of an as-built survey document.

Fee: To be determined following DMLW's approval of an as-built survey document.
Relevant Fee Regulation(s): 11 AAC 05.070(d)(2)(C) and Director's Fee Order Number 3

Additionally, the applicant shall pay applicable document recording fees prior to DMLW's execution and recordation of the easement document.

ENTRY AUTHORIZATION

The entry authorization is an interim authorization issued when a survey is necessary prior to easement issuance. It is recommended that an entry authorization be issued for a term ending five years from the date of issuance for the purpose of installing, surveying, operating, and maintaining the infrastructure considered herein prior to DMLW's issuance of a public utility easement. An extension of the entry authorization may be granted at the written request of the applicant if granting the extension is deemed appropriate by DMLW and may be subject to applicable fees. If an extension is required, the applicant must contact DMLW no later than 30 days prior to the expiration of the entry authorization and certify there have been no changes to the approved development plan. Staff recommend that entry authorization not be granted until the following deliverables have been provided to DMLW:

- Interim land use fee of $21,360/year, as described above.
- Evidence of having made request for survey instructions to the DMLW Survey Section, as recommended above.
- Insurance, as recommended above.
- Performance guaranty, as recommended above.

RECOMMENDATION

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

Becky Baird, Natural Resource Specialist
DMLW Northern Regional Land Office

12/18/2024
Date

REGIONAL MANAGER'S 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 public interest. In consideration of all events 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 responsibility for maintenance or liability for injury or damages attributable to this authorization.

This decision may be rescinded by written notification if, after 60 days from the effective date of this decision, the applicant has not completed all requirements outlined in this decision for issuance of the authorization. Additional time may be allotted to complete these requirements; however, this will not extend the total term of the authorizations issued under this decision. This decision goes into effect and becomes a final administrative order and decision of the department on the 21st calendar day after signature.

Dianna Leinberger

Dianna Leinberger, Regional Manager
DMLW Northern Regional Land Office

12/18/2024
Date

ATTACHMENTS

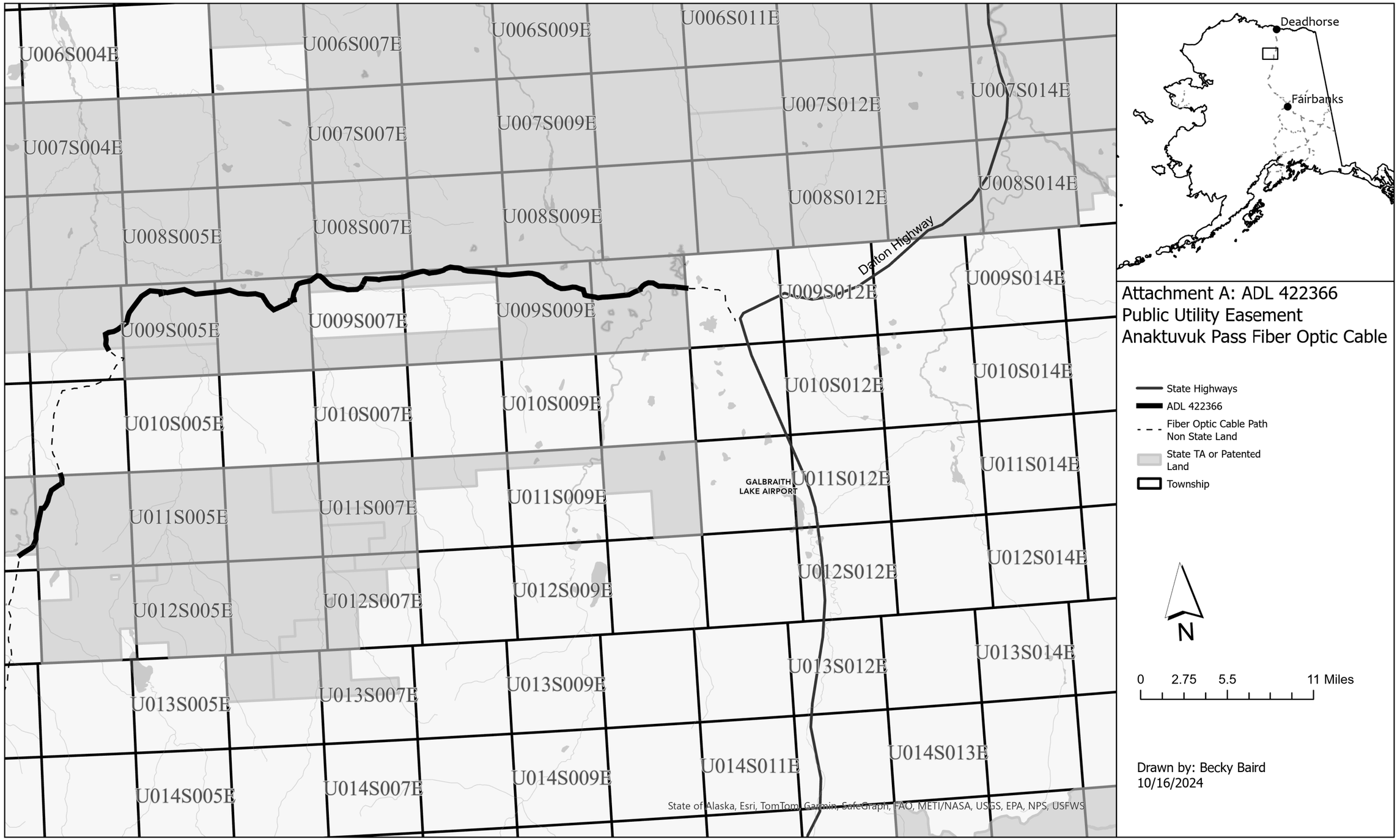
- Attachment A
- Entry authorization
- Draft easement document

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 02.040. 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. 7th Avenue, Suite 1400, Anchorage, Alaska, 99501; or faxed to (907)-269-8918; or sent by electronic mail to dnr.appeals@alaska.gov. Appeals must be accompanied by the fee established in 11 AAC 05.160(d)(1)(F), which has been set at $200 under the provisions of 11 AAC 05.160 (a)-(b). A copy of 11 AAC 02 is available on the department's website at https://dnr.alaska.gov/mlw/pdf/DNR-11-AAC-02.pdf.

Attachment A


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U006S007E
U006S009E
U006S011E
U007S004E
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U014S011E
U014S013E
Dalton Highway
GALBRAITH LAKE AIRPORT
State of Alaska, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS
Deadhorse
Fairbanks
Attachment A: ADL 422366
Public Utility Easement
Anaktuvuk Pass Fiber Optic Cable
State Highways
ADL 422366
Fiber Optic Cable Path
Non State Land
State TA or Patented
Land
Township
N
0
2.75
5.5
11 Miles
Drawn by: Becky Baird
10/16/2024

Entry Authorization

THE STATE of ALASKA
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources
DIVISION OF MINING, LAND & WATER
Northern Regional Land Office
3700 Airport Way
Fairbanks, Alaska 99709-4699
Main: 907-451-2740
TTY: 771 or 800-770-8973
Fax: 907-451-2751

Entry Authorization

ADL 422366

Arctic Slope Telephone Association Cooperative, Inc., herein known as the Grantee, is issued this Entry Authorization authorizing the use of state land within:

Legal Description:

The easement is 49 miles in length and 30 feet located within the sections listed in Table 1. As shown on Attachment A

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

Installation, operation, maintenance, and survey of a ground lay fiber optic cable.

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

This Entry Authorization is issued subject to the following:

- Payment of the interim annual fee of $21,360
- Evidence of having made a request for survey instructions to the DMLW Survey Section
- Maintenance of a performance guaranty in the amount of $1,000 as required described in the stipulations below.
- Proof of insurance as described in stipulations below.

Grantee has the right to convert this Entry Authorization into a final easement authorization, provided the terms and conditions outlined below are met before the expiration of this authorization and any extensions granted by the AO. The final project must be constructed in conformity with the approved development plan or any approved amendments. Amendment approval may not be unreasonably withheld. Prior to conversion to an easement, a DMLW-approved as-built survey and payment of the one-time use fee Per 11 AAC 05.070(d)(2)(C) and Director's Fee Order Number 3, the one-time use fee for a public easement for utilities is $0.56

per linear foot rounded up to the nearest foot. The total charge for this fee will be determined following DMLW's approval of an as-built survey document.

Stipulations:

1. **Authorized Officer:** The Authorized Officer (AO) 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. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **Proper Location:** This authorization is for activities on 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.
4. **Development Plan:** Development shall be limited to the authorized area, improvements, and maintenance activities specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
5. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
6. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation.

   No public access easement may be terminated without the prior written approval of DMLW.
7. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
8. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust

Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.

9. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.

10. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.

11. **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.

12. **Removal of Improvements and Site Restoration:** Upon termination of this authorization, whether by abandonment, revocation or any other means, the Grantee shall within 30 days remove all improvements from the area herein granted, except those owned by the State, and the site shall be restored to a condition acceptable to the AO. Should the Grantee fail or refuse to remove said structures or improvements within the time allotted, they shall revert to and become the property of the State; however, the Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area

13. **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 AO in advance and may require additional fees and changes to the terms of this authorization.

14. **Extensions:** The AO may approve a written request to extend this authorization if additional time is necessary to meet its requirements. The written request must certify that there have been no changes to the approved development plan and be received at least 30 days before the expiration date of this authorization. Additional fees may be required.

15. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

    The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

16. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment.

    Assignment: In the event the grantee desires to transfer their interest in this authorization to another party the grantee shall submit in writing to the AO a request for assignment. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment. The grantor reserves the right to require an assignment between the grantee and another party in the event of a change in corporate ownership, LLC/LLP

membership or name change. Notwithstanding other requirements described in this authorization, assignments shall be restricted to those entities that are also eligible to obtain an authorization under the same statutory authority in which this authorization was issued.

17. **Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.

18. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.

19. **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.

20. **Off Road Travel Approval of Individual Routes of Travel:** Individual routes of travel must have prior written authorization from the AO. The AO will determine the information needed to evaluate and approve the request including, but not limited to the following:

    a. A map showing the location and anticipated schedule of operations;
    b. A list of vehicles/equipment used for travel;
    c. The approximate number of trips anticipated at each location;
    d. The duration of use for the travel route;
    e. The approximate route distance; and
    f. The name and contact information of a person familiar with the daily location of the authorized activity.

21. **Tundra Damage Reports:** Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this authorization shall be reported to the AO within 72 hours of occurrence. Any disturbance to state land that occurs under the terms of this authorization, regardless of individual authorizations, must be remediated to the satisfaction of the AO.

22. **Use of Existing Roads and Trails:** Existing roads and trails shall be used wherever possible. Trail width shall be kept to the minimum necessary. Trail surfaces may be cleared of timber, brush, stumps, and snags.

23. **Equipment Operation:** Equipment, other than vessels, must not enter the open water areas of a watercourse during winter. Filling of low spots and smoothing by the use of snow and ice is allowed. Ice or snow bridges and approach ramps constructed at stream, river, or slough crossings shall not contain extraneous material (e.g., soil, rock, brush, or vegetation).

24. **Summer Off-Road Travel:** Summer travel by heavy equipment and all off-road travel on state land within the Umiat Meridian shall require specific approval from the AO and shall be limited to vehicle types, time periods, and locations approved by the AO.

25. **Winter Off-Road Travel:** The AO will determine winter off-road travel opening and closure within the Umiat Meridian. All winter off-road travel must be completed within 72 hours of notification of tundra closure, via the listserv, from the AO. The winter operation of ground contact vehicles for off-road travel must be limited to areas with adequate soil temperatures and snow cover as determined by the AO.

26. **Opening and Closing of Tundra:** DNR will determine winter off-road travel opening and closure based on snow cover, soil temperature, and forecasted weather conditions. DNR will provide general areawide off-road travel status notifications via listserv or the DNR off-road travel website. All winter off-road travel must be completed within 72 hours of notification of travel closure from DNR, unless otherwise specified by the AO. Exceptions to the winter off-road travel opening or closure dates may be granted on a case-by-case basis with prior written authorization from the AO. The winter operation of ground contact vehicles for off-road travel must be limited to areas with adequate soil temperatures and snow cover and approved by the AO.

27. **Batteries:** Batteries which contain hazardous liquids should be completely sealed valve regulated, spill proof, leak proof and mounted in steel containers. Batteries lacking the preceding properties must have a metal drip pan designed to hold 110% of the total liquids held by the battery/batteries. Batteries, new or used, may not be stored or warehoused. Any battery/batteries that are not in use must be removed and disposed of in accordance with existing laws, regulations and ordinances.

28. **Surface Drainage:** Adequate culverts shall be installed to maintain surface drainage and to prevent ponding and/or erosion.

29. **Site Disturbance:**

    a. Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.

    b. Brush clearing is allowed, but shall be kept to the minimum necessary to conduct or complete the authorized activity. Removal or destruction of the vegetative mat outside of the authorized area is not allowed.

    c. Establishment of, or improvements to, tidal, submerged, shoreland or riparian landing areas (e.g.: leveling the ground, bank cutting or removing or modifying a substantial amount of vegetation) is prohibited without the prior written consent of the AO.

    d. The Grantee shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the Grantee's expense.

30. **Ground Disturbance and Repair:** Grantee will refill holes, trenches and surface depressions resulting from development or maintenance activities with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.

31. **Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.

32. **Fuel and Hazardous Substances:**

    a. No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty.

    b. During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Grantee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism. a) "Surface liner" means any safe, non-permeable container (e.g., drips pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk.

33. **Fees During the EA:** Per 11 AAC 05.070(d)(2)(I) and DMLW Director's Fee Order No. 3 the annual fee for the term of the EA is $120.00 per acre rounded up to the nearest acre. The requested easement is approximately 49 miles long and 30 feet wide for an estimated 178 acres therefore the annual fee is **$21,360.**

34. **Fees For Conversion to Easement:** The Grantee shall pay a one-time land use fee of $0.56 per linear foot rounded up to the nearest foot for a public easement for a utility per 11 AAC 05.070(d)(2)(C) and DMLW Director's Fee Order No. 3. The total charge for this fee will be determined following DMLW's approval of an as-built survey document.

    Additionally, the applicant shall pay applicable document recording fees prior to DMLW's execution and recordation of the easement document.

35. **Returned Check Penalty:** A returned check penalty of $50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.

36. **Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either $50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.

37. **Performance Guaranty:** The Grantee shall provide a surety bond or other form of security acceptable to the AO in the amount of $1,000.00 payable solely to the State of Alaska, DNR. Such performance guaranty shall remain in effect for the term of this authorization and any subsequent authorizations under ADL 422366 to secure performance of the Grantee's obligations hereunder. The amount of the performance guaranty may be adjusted by the AO upon approval of amendments to this authorization, changes in the development plan or changes in the activities conducted on the premises.

    These funds would also serve as a survey deposit (per AS 38.05.860) and may be reduced one time during the term of the entry authorization by an amount up to the contracted amount to a licensed surveyor for completion of an as-built survey. This performance guaranty would remain in place during the term of the entry authorization and would be subject to release

upon the acceptance of a DMLW-approved as-built survey and the fulfillment of all terms, conditions and stipulations of this decision and the entry authorization.

The guaranty may be utilized by the Division of Mining, Land and Water, at the discretion of the AO, to cover costs incurred by the State of Alaska to pay for any necessary corrective actions in the event the Grantee does not comply with site utilization and restoration guidelines. The provisions of this authorization shall not prejudice the State's right to obtain remedy under any law or regulation. The performance guaranty may only be released in writing by the AO.

38. **Insurance:** Consistent with 11 AAC 96.065 the Grantee shall secure or purchase at its own expense, and maintain in force at all times during the term of this permit, liability coverage and limits consistent with what is professionally recommended as adequate to protect the Grantee (the insured) and Grantor (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Grantee must provide for a 60-day prior notice to the State before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional named insured on the policy with respect to the operations of the Grantee on or in conjunction with the permitted premises, referred to as ADL 422366.

39. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.

40. **Indemnification:** Unless specified herein, Grantee assumes all responsibility, risk and liability for all activities of Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees directly or indirectly conducted in connection with this authorization, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this authorization as stated herein. Grantee shall defend, indemnify and hold harmless the State of Alaska, its employees and agents, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the authorization.

41. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.

42. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned

historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.

43. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

44. **Waiver of Forbearance:** Any failure on the part of the AO 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 AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

45. **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.

46. **Bear Avoidance:** Operations must avoid grizzly bear dens by one-half mile unless alternative mitigative measures to minimize disturbance are authorized by DNR after consultation with DFG. Known bear den locations shall be obtained from the (DFG) Division of Wildlife Conservation (Fairbanks (907) 459-7283 or (907) 459-7242) prior to starting operations. Occupied dens encountered in the field must be reported to the above, and avoided.

    Operations must avoid known polar bear dens by one mile. Known den locations shall be obtained from the U.S. Geological Survey ((907) 786-7093 or (800) 362-5148) or the U.S. Fish and Wildlife Service ((907) 786-3810 or (907) 786-3844) prior to starting operations. New dens encountered in the field must be reported to the above, and subsequently avoided by one mile.

47. **Eagle and Eagle Nest Avoidance:** If an eagle is identified within a one-half mile, or an eagle nest within 1 mile of the project location, Grantee shall halt operations and contact the local U.S. Fish and Wildlife Service (USFWS) office and determine if they are required to obtain an eagle take permit before operations may resume. USFWS office for Northern Alaska: (907) 456-0203.

48. **Migratory Birds:** Installation and operation activities will follow, within practicable limits, Migratory Bird Treaty Act-based recommendations by USFWS regarding migratory bird nesting and rearing windows. The majority of activities must occur outside of pre-nesting to post-fledge periods for avian protection. Grantee shall contact the local USFWS office for guidance on determining the probability of presence during project activities. USFWS office for Northern Alaska: (907) 456-0203.

49. **Anadromous Rivers and Streams:** Installation and operation activities crossing any anadromous streams may require a permit from Alaska Department of Fish & Game

(ADF&G), Fish Habitat. The Grantee will coordinate with ADF&G for identifying anadromous stream(s) overlapping the project area; the Grantee will adhere to ADF&G requirements for installation and operation activities crossing any anadromous streams. ADF&G Fish Habitat office: (907) 459-7289 or dfg.hab.infofai@alaska.gov.

50. **Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal 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.

51. **Survey:** The Grantee shall submit a record of survey format as-built acceptable to the standards of the Survey Section prior to the expiration of this Entry Authorization. The Grantee is required to submit a preliminary draft as-built survey one year prior to the expiration of this authorization to allow adequate time for the State's review and approval of a final as-built survey. The final easement will not be issued until the survey has been approved by the DMLW.

52. **Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

    If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

    Notification of discharge must be made to DEC online at ReportSpills.alaska.gov or by phone at 1-800-478-9300.

    Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8528; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email dnr.sero.spill@alaska.gov, (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.

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

Grantee's Address	City	State	Zip

Contact Person	Home Phone	Work Phone

Signature of Authorized State Representative	Title	Date

Table 1

Meridian	Township	Range	Section
Umiat	08S	06E	36
Umiat	08S	07E	31
Umiat	08S	08E	33
Umiat	08S	08E	34
Umiat	09S	04E	13
Umiat	09S	04E	23
Umiat	09S	04E	24
Umiat	09S	05E	1
Umiat	09S	05E	2
Umiat	09S	05E	3
Umiat	09S	05E	4
Umiat	09S	05E	5
Umiat	09S	05E	7
Umiat	09S	05E	8
Umiat	09S	05E	18
Umiat	09S	06E	1
Umiat	09S	06E	4
Umiat	09S	06E	5
Umiat	09S	06E	6
Umiat	09S	06E	9
Umiat	09S	06E	10
Umiat	09S	06E	11
Umiat	09S	06E	12
Umiat	09S	06E	15
Umiat	09S	07E	1
Umiat	09S	07E	2
Umiat	09S	07E	3
Umiat	09S	07E	4
Umiat	09S	07E	5
Umiat	09S	07E	6
Umiat	09S	08E	1
Umiat	09S	08E	2
Umiat	09S	08E	3
Umiat	09S	08E	4
Umiat	09S	08E	5
Umiat	09S	08E	6
Umiat	09S	09E	3
Umiat	09S	09E	4
Umiat	09S	09E	5
Umiat	09S	09E	6
Umiat	09S	09E	10
Umiat	09S	09E	11

Meridian	Township	Range	Section
Umiat	09S	09E	12
Umiat	09S	09E	13
Umiat	09S	10E	10
Umiat	09S	10E	11
Umiat	09S	10E	12
Umiat	09S	10E	13
Umiat	09S	10E	15
Umiat	09S	10E	16
Umiat	09S	10E	17
Umiat	09S	10E	18
Umiat	11S	03E	24
Umiat	11S	03E	25
Umiat	11S	03E	26
Umiat	11S	04E	5
Umiat	11S	04E	7
Umiat	11S	04E	8
Umiat	11S	04E	18
Umiat	11S	04E	19

Draft Easement

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

ADL 422366
Public Utility Easement
Arctic Slope Telephone Association Cooperative, Inc.

This easement is granted this _____ day of _____, _____, by the State of Alaska, acting by and through the Department of Natural Resources, Division of Mining, Land and Water, whose address is 3700 Airport Way, Fairbanks, Alaska 99709, hereinafter referred to as the Grantor. This easement is granted to Arctic Slope Telephone Association Cooperative, Inc., whose address is 4300 B Street, Suite 501, Anchorage, Alaska 99503, hereinafter referred to as the Grantee.

In accordance with the provisions of AS 38.05.850, and the rules and regulations promulgated thereunder, a public utility easement is hereby granted for an indefinite for maintenance and use of a fiber optic cable. This easement is departing north from the Dalton Highway near mile post 285 and traveling west southwest for approximately 90 miles to Anaktuvuk Pass, over and across the following described state lands:

> The easement is 49 miles in length and 30 feet in width more or less within the sections listed in Table 1. The easement is depicted on As-Built Survey EPF _____, recorded concurrently as Plat #_____, Barrow Recording District.

This easement is subject to the terms and conditions contained herein.

In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, the Grantee shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.

Any lands included in this easement that are conveyed from state ownership shall be subject to this easement.

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This easement shall terminate at the end of the stated term, if any, when the Grantor determines that the easement is no longer in use for the purpose(s) authorized, or the easement is revoked as a result of violation of the terms and conditions contained herein. The State of Alaska shall be forever wholly absolved from any liability for damages that might result if this easement is terminated for any reason.

Now therefore, in accordance with the conditions of this easement including all attachments and documents that are incorporated by reference, the Grantee is authorized to operate and maintain said easement over and across lands herein described. In witness whereof, the Grantor and the Grantee have affixed their signatures on the date(s) specified herein.

[SIGNATURE PAGES FOLLOW]

DRAFT

GRANTOR

_____
Dianna Leinberger, Natural Resource Manager 3
Northern Regional Land Office, Division of Mining, Land and Water

STATE OF ALASKA)
) ss
_____ Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20_____, before me personally appeared _____ known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public in and for the State of Alaska
My commission expires with office

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GRANTEE

_____
Arctic Slope Telephone Cooperative, Inc.

STATE OF ALASKA)
) ss
____ Judicial District)

THIS IS TO CERTIFY THAT ON THIS _____ day of _____, 20_____, before me personally appeared _____ known by me to be the person named in and who executed said document and acknowledged voluntarily signing the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public in and for the State of Alaska
My commission expires: _____

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WHEN RECORDED, RETURN DOCUMENT TO:
Department of Natural Resources
Division of Mining, Land and Water
3700 Airport Way
Fairbanks, Alaska 99709

OFFICIAL STATE BUSINESS – NO CHARGE

Stipulations

1. **Authorized Officer:** The Authorized Officer (AO) 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. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **Proper Location:** This authorization is for activities on 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.
4. **Development Plan:** Development shall be limited to the authorized area, improvements, and maintenance activities specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
5. **Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
6. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation.

   No public access easement may be terminated without the prior written approval of DMLW.
7. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
8. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.

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9. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.

10. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.

11. **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.

12. **Removal of Improvements and Site Restoration:** Upon termination of this authorization, whether by abandonment, revocation or any other means, the Grantee shall within 30 days remove all improvements from the area herein granted, except those owned by the State, and the site shall be restored to a condition acceptable to the AO. Should the Grantee fail or refuse to remove said structures or improvements within the time allotted, they shall revert to and become the property of the State; however, the Grantee shall not be relieved of the cost of the removal of the structures, improvements and/or the cost of restoring the area

13. **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 AO in advance and may require additional fees and changes to the terms of this authorization.

14. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

    The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

15. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment.

    Assignment: In the event the grantee desires to transfer their interest in this authorization to another party the grantee shall submit in writing to the AO a request for assignment. The grantor reserves the right to modify and/or add stipulations for the authorization prior to approving the assignment. The grantor reserves the right to require an assignment between the grantee and another party in the event of a change in corporate ownership, LLC/LLP membership or name change. Notwithstanding other requirements described in this authorization, assignments shall be restricted to those entities that are also eligible to obtain an authorization under the same statutory authority in which this authorization was issued.

16. **Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.

17. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.

18. **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.

19. **Off Road Travel Approval of Individual Routes of Travel:** Individual routes of travel must have prior written authorization from the AO. The AO will determine the information needed to evaluate and approve the request including, but not limited to the following:

    a. A map showing the location and anticipated schedule of operations;
    b. A list of vehicles/equipment used for travel;
    c. The approximate number of trips anticipated at each location;
    d. The duration of use for the travel route;
    e. The approximate route distance; and
    f. The name and contact information of a person familiar with the daily location of the authorized activity.

20. **Tundra Damage Reports:** Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this permit shall be reported to the AO within 72 hours of occurrence. Any disturbance to state land that occurs under the terms of this permit, regardless of individual authorizations, must be remediated to the satisfaction of the AO.

21. **Use of Existing Roads and Trails:** Existing roads and trails shall be used wherever possible. Trail width shall be kept to the minimum necessary. Trail surfaces may be cleared of timber, brush, stumps, and snags.

22. **Equipment Operation:** Equipment, other than vessels, must not enter the open water areas of a watercourse during winter. Filling of low spots and smoothing by the use of snow and ice is allowed. Ice or snow bridges and approach ramps constructed at stream, river, or slough crossings shall not contain extraneous material (e.g., soil, rock, brush, or vegetation).

23. **Summer Off-Road Travel:** Summer travel by heavy equipment and all off-road travel on state land within the Umiat Meridian shall require specific approval from the AO and shall be limited to vehicle types, time periods, and locations approved by the AO.

24. **Winter Off-Road Travel:** The AO will determine winter off-road travel opening and closure within the Umiat Meridian. All winter off-road travel must be completed within 72 hours of notification of travel closure from the AO. The winter operation of ground contact vehicles for off-road travel must be limited to areas with adequate soil temperatures and snow cover as determined by the AO.

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25. **Opening and Closing of Tundra:** DNR will determine winter off-road travel opening and closure based on snow cover, soil temperature, and forecasted weather conditions. DNR will provide general areawide off-road travel status notifications via listserv or the DNR off-road travel website. All winter off-road travel must be completed within 72 hours of notification of travel closure from DNR, unless otherwise specified by the AO. Exceptions to the winter off-road travel opening or closure dates may be granted on a case-by-case basis with prior written authorization from the AO. The winter operation of ground contact vehicles for off-road travel must be limited to areas with adequate soil temperatures and snow cover and approved by the AO.

26. **Batteries:** Batteries which contain hazardous liquids should be completely sealed valve regulated, spill proof, leak proof and mounted in steel containers. Batteries lacking the preceding properties must have a metal drip pan designed to hold 110% of the total liquids held by the battery/batteries. Batteries, new or used, may not be stored or warehoused. Any battery/batteries that are not in use must be removed and disposed of in accordance with existing laws, regulations and ordinances.

27. **Surface Drainage:** Adequate culverts shall be installed to maintain surface drainage and to prevent ponding and/or erosion.

28. **Site Disturbance:**

    a. Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.

    b. Brush clearing is allowed, but shall be kept to the minimum necessary to conduct or complete the authorized activity. Removal or destruction of the vegetative mat outside of the authorized area is not allowed.

    c. Establishment of, or improvements to, tidal, submerged, shoreland or riparian landing areas (e.g.: leveling the ground, bank cutting or removing or modifying a substantial amount of vegetation) is prohibited without the prior written consent of the AO.

    d. The Grantee shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the Grantee's expense.

29. **Ground Disturbance and Repair:** Grantee will refill holes, trenches and surface depressions resulting from development or maintenance activities with sand, gravel, native materials, or a substitute approved by the AO. Surface areas will be recontoured to the satisfaction of the AO so that they do not pose a threat to human safety or wildlife transit.

30. **Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee’s expense in accordance with accepted survey practices of the DMLW.

31. **Fuel and Hazardous Substances:**

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a. No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty.

b. During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Grantee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism. a) "Surface liner" means any safe, non-permeable container (e.g., drips pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk.

32. Performance Guaranty: The Grantee shall provide a surety bond or other form of security acceptable to the AO in the amount of $1,000.00 payable solely to the State of Alaska, DNR. Such performance guaranty shall remain in effect for the term of this authorization and any subsequent authorizations under ADL 422366 to secure performance of the Grantee's obligations hereunder. The amount of the performance guaranty may be adjusted by the AO upon approval of amendments to this authorization, changes in the development plan or changes in the activities conducted on the premises. The guaranty may be utilized by the Division of Mining, Land and Water, at the discretion of the AO, to cover costs incurred by the State of Alaska to pay for any necessary corrective actions in the event the Grantee does not comply with site utilization and restoration guidelines. The provisions of this authorization shall not prejudice the State's right to obtain remedy under any law or regulation. The performance guaranty may only be released in writing by the AO.

33. Insurance: Consistent with 11 AAC 96.065 the Grantee shall secure or purchase at its own expense, and maintain in force at all times during the term of this permit, liability coverage and limits consistent with what is professionally recommended as adequate to protect the Grantee (the insured) and Grantor (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Grantee must provide for a 60-day prior notice to the State before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional named insured on the policy with respect to the operations of the Grantee on or in conjunction with the permitted premises, referred to as ADL 422366.

34. Incurred Expenses: The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.

35. Indemnification: Unless specified herein, Grantee assumes all responsibility, risk and liability for all activities of Grantee, its employees, agents, invitees, contractors,

subcontractors, or licensees directly or indirectly conducted in connection with this authorization, including environmental and hazardous substance risks and liabilities, whether accruing during or after the term of this authorization as stated herein. Grantee shall defend, indemnify and hold harmless the State of Alaska, its employees and agents, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Grantee, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or anyone acting on the State's behalf. Within 15 days Grantee shall accept any such cause or action or proceeding upon tender by the State. This indemnification shall survive the termination of the authorization.

36. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.

37. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.

38. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.

39. **Waiver of Forbearance:** Any failure on the part of the AO 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 AO to enforce any terms in the event of any subsequent violations of terms of this authorization.

40. **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.

41. **Bear Avoidance:** Operations must avoid grizzly bear dens by one-half mile unless alternative mitigative measures to minimize disturbance are authorized by DNR after consultation with DFG. Known bear den locations shall be obtained from the (DFG) Division of Wildlife Conservation (Fairbanks (907) 459-7283 or (907) 459-7242) prior to starting operations. Occupied dens encountered in the field must be reported to the above, and avoided.

    Operations must avoid known polar bear dens by one mile. Known den locations shall be obtained from the U.S. Geological Survey ((907) 786-7093 or (800) 362-5148) or the U.S. Fish and Wildlife Service ((907) 786-3810 or (907) 786-3844) prior to starting operations.

New dens encountered in the field must be reported to the above, and subsequently avoided by one mile.

42. **Eagle and Eagle Nest Avoidance:** If an eagle is identified within a one-half mile, or an eagle nest within 1 mile of the project location, Grantee shall halt operations and contact the local U.S. Fish and Wildlife Service (USFWS) office and determine if they are required to obtain an eagle take permit before operations may resume. USFWS office for Northern Alaska: (907) 456-0203.

43. **Migratory Birds:** Installation and operation activities will follow, within practicable limits, Migratory Bird Treaty Act-based recommendations by USFWS regarding migratory bird nesting and rearing windows. The majority of activities must occur outside of pre-nesting to post-fledge periods for avian protection. Grantee shall contact the local USFWS office for guidance on determining the probability of presence during project activities. USFWS office for Northern Alaska: (907) 456-0203.

44. **Anadromous Rivers and Streams:** Installation and operation activities crossing any anadromous streams may require a permit from Alaska Department of Fish & Game (ADF&G), Fish Habitat. The Grantee will coordinate with ADF&G for identifying anadromous stream(s) overlapping the project area; the Grantee will adhere to ADF&G requirements for installation and operation activities crossing any anadromous streams. ADF&G Fish Habitat office: (907) 459-7289 or dfg.hab.infofai@alaska.gov.

45. **Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal 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.

46. **Notification of Discharge**: The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

    If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the Grantee shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

    Notification of discharge must be made to DEC online at ReportSpills.alaska.gov or by phone at 1-800-478-9300.

    Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email dnr.scro.spill@alaska.gov, (907) 269-8528; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email dnr.sero.spill@alaska.gov, (907) 465-3513. The Grantee shall supply the AO with all incident reports submitted to DEC.

Table 1

Meridian	Township	Range	Section
Umiat	08S	06E	36
Umiat	08S	07E	31
Umiat	08S	08E	33
Umiat	08S	08E	34
Umiat	09S	04E	13
Umiat	09S	04E	23
Umiat	09S	04E	24
Umiat	09S	05E	1
Umiat	09S	05E	2
Umiat	09S	05E	3
Umiat	09S	05E	4
Umiat	09S	05E	5
Umiat	09S	05E	7
Umiat	09S	05E	8
Umiat	09S	05E	18
Umiat	09S	06E	1
Umiat	09S	06E	4
Umiat	09S	06E	5
Umiat	09S	06E	6
Umiat	09S	06E	9
Umiat	09S	06E	10
Umiat	09S	06E	11
Umiat	09S	06E	12
Umiat	09S	06E	15
Umiat	09S	07E	1
Umiat	09S	07E	2
Umiat	09S	07E	3
Umiat	09S	07E	4
Umiat	09S	07E	5
Umiat	09S	07E	6
Umiat	09S	08E	1
Umiat	09S	08E	2
Umiat	09S	08E	3
Umiat	09S	08E	4
Umiat	09S	08E	5
Umiat	09S	08E	6
Umiat	09S	09E	3
Umiat	09S	09E	4
Umiat	09S	09E	5
Umiat	09S	09E	6
Umiat	09S	09E	10

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Meridian	Township	Range	Section
Umiat	09S	09E	11
Umiat	09S	09E	12
Umiat	09S	09E	13
Umiat	09S	10E	10
Umiat	09S	10E	11
Umiat	09S	10E	12
Umiat	09S	10E	13
Umiat	09S	10E	15
Umiat	09S	10E	16
Umiat	09S	10E	17
Umiat	09S	10E	18
Umiat	11S	03E	24
Umiat	11S	03E	25
Umiat	11S	03E	26
Umiat	11S	04E	5
Umiat	11S	04E	7
Umiat	11S	04E	8
Umiat	11S	04E	18
Umiat	11S	04E	19

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