

FAIRBANKS  
Serial No. 62-2748

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Fairbanks Land Office  
516 Second Avenue  
Fairbanks, Alaska

SEP 14 1961

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant Fairbanks **025925**  
State of Alaska  
Name of grantee Department of Public Works  
Division of Highways  
Map showing the location and dimensions of grant:  
Map designations **Alaska Highway, Sec. "C", Pit No. 23 C 6**  
**M.P. 1281.5, FAP-62-1, (2-20-60)**  
Date filed **June 23, 1960**

Permitted use by grantee Road building material site  
Section 17 of Federal Aid Highway Act of  
Authority for grant November 9, 1921 (42 Stat. 216; 23 U.S.C. 18),  
as amended  
Regulations applicable to grant:

Code reference 43 CFR, Part 244, Subparts A and G  
Circular numbers 1915, 2001, 2004, 2012

Date of grant **September 12, 1961**

Expiration date of grant None

Rental:

Amount None  
When payable by grantee

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 541 of the Director, Bureau of Land Management, dated April 21, 1954 (19. F.R. 2473), as amended, a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions.

1. All valid rights existing on the date of the grant.
2. All regulations in the circulars specified above.
3. Filing of proof of construction within 5 years of date of the grant.

RECORDED  4. Further terms and conditions as follows: None

FAIRBANKS RECORDING DISTRICT

FILED

Date MAY 8 1962 Time 9:18<sup>00</sup> M.

Requested by State of Alaska, Dept. of Hwy.  
Address Right-of-Way Sec. 520 III  
Fairbanks, Alaska

INDEXED

*Jesse H. Johnson*  
Jesse H. Johnson  
Chief, Lands Adjudication Unit

Enclosures: 1915, 2001,  
2004, 2012

cc: Director w/map  
Case  
Reading  
BPR

FLO 201  
Rev. Sept. 1961  
(V BLM 3.8)

Printed

V-15

RECEIVED BY  
DISTRICT LAND OFFICE  
ALASKA

DATE \_\_\_\_\_

HOUR 02:59:25

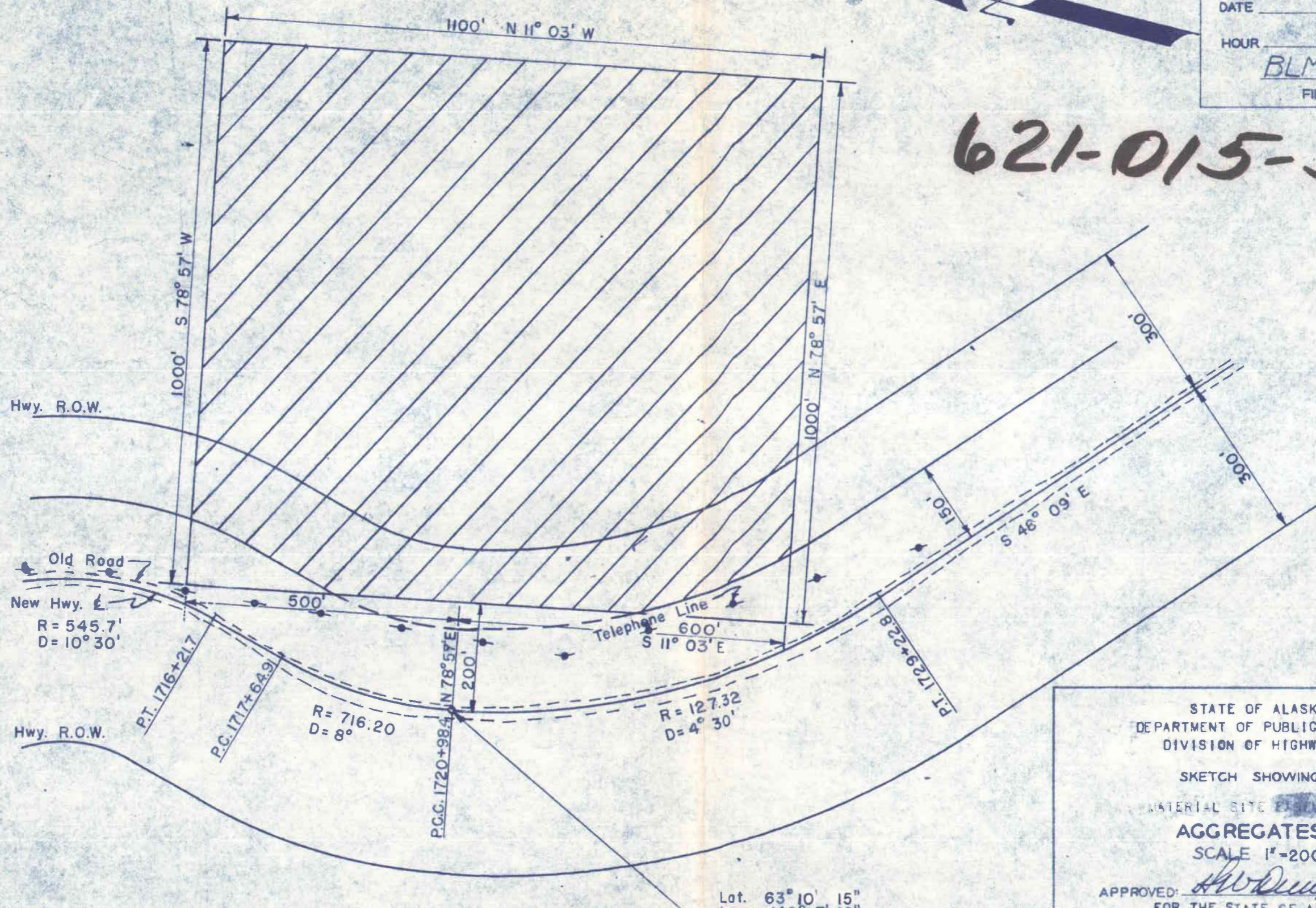
BLM-09685

FILE NO.

621-015-5

Section "C" NO.-23

AGGREGATES  
ALASKA HWY.



MADE BY FBJ  
CHECKED BY \_\_\_\_\_

AREA SHOWN THUS [Hatched] CONTAINING  
24.47 ACRES MORE OR LESS

Lot. 63° 10' 15"  
Long. 142° 7' 18"

STATE OF ALASKA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

SKETCH SHOWING

MATERIAL SITE PLACEMENT

AGGREGATES

SCALE 1"=200'

APPROVED: [Signature]  
FOR THE STATE OF ALASKA

FAIRBANKS, ALASKA 2 - 20 - 1960

MP 1281.5 Pt # 23 C 6

Dwg No. ENG-45

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

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

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

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

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

**Issuance Date: October 28, 2021**

**Expiration Date: October 27, 2026**

**ADL 421710**

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

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

(a) The material sale area covered by this contract consists of approximately **60** acres. This area is designated by the boundaries shown on the attached sale area map, which is made a part of this contract, or as designated on the ground by the seller, and described as follows:

**Designated Material Site ADL ADL 419500, DOT MS 62-1-168-2 located at MP 1250  
Alaska Highway within Section 19, Township 13 North, Range 21 East, Copper River  
Meridian.**

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

<u>Type of Material</u>	<u>No. of Units</u>	<u>Unit Price</u>	<u>Total Price</u>
Highly weathered granite	200,000 cy	\$0.50/cy	\$100,000

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

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

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

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

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

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

(f) Late Payment Penalty will be the greater of either the fee specified in 11 AAC 04.070 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the seller.

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

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

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

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

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

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

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

- (1) Based on a loose cubic yard quantity as determined by an "in-place" measurement multiplied by a factor of 1.3; or,
  - (2) Based on a loose cubic yard quantity as determined by a daily vehicle count designating type of vehicle and vehicle capacity; or
  - (3) Based on an industry standard method acceptable to the department.
    - (i) If the method of volume determination is based on a weight measurement of the extracted material, the buyer must provide to the seller the standard of density and conversion rate from weight to cubic yards.
- 

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

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

#### 4. Operating Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(6) Alaska Historic Preservation Act. The buyer will consult the Alaska Heritage Resources Survey (907) 269-8721 so that known historic, archaeological and paleontological sites may be avoided. The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury, or destruction of any state-owned historic, prehistoric (paleontological) or archaeological site without a permit from the commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Office of History and Archaeology in the Division of Parks and Outdoor Recreation (907) 269-8721 and will be notified immediately.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Failure to submit a satisfactory report and/or required photographs subjects the site to a field inspection requirement for which the buyer may be assessed, at the Director's discretion, either the actual cost incurred by the Division of Mining, Land & Water, or a minimum of \$500.00. (11 AAC 05.130). Reimbursement for costs for the field inspection under this section may be taken from the performance guaranty.

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

- i) **Migratory Birds:** The US Fish & Wildlife Service (USFWS) has highlighted this material site as a potential location for migratory bird nesting. Continue to coordinate with USFWS and follow their recommendations to mitigate any disruption to any migratory birds in this material site. Specifically, follow the recommendations and best management practices referenced in the attached September 16, 2021 letter from USFWS.
- ii) **Vegetative Buffer:** A 100 foot vegetative buffer shall be maintained within the material site along the edge that borders the Alaska Highway to screen the site from the highway. No vegetation shall be removed nor surface disturbance created that will compromise the 100 foot vegetative screening.

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

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

- (1) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the land or operations by the buyer or the buyer's successors, or at the buyer's invitation; and
- (2) any accident or fire on the land; and
- (3) any nuisance on the land; and
- (4) any failure of the buyer to keep the land in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and
- (5) any assignment, sublease, or conveyance, attempted or successful, by the buyer that is contrary to the provisions of this contract.

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

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

**6. Improvements and Occupancy.**

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

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

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

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

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

#### 7. Inspection.

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

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

#### 8. Termination and Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

[ ] Southcentral Region
550 W 7th Ave., Suite 900
Anchorage, AK 99501-3577
(907) 269-8560

[ ] Southeast Region
P.O. Box 111020
400 Willoughby, #400
Juneau, AK 99801-1021
(907) 465-3400

MATERIAL SALE APPLICATION
AS 38.05.550-565; AS 38.05.810(a)

Non-refundable filing fee: \$100

Form with fields for Applicant's Name, Mailing Address, City/State/Zip, Message Phone, Work Phone, Fax, E-mail address, and ADL #.

Location of material site Designated material Site ADL# DOT MS# 62-1-168-2 Other [ ]

legal description: See attached site drawing

Meridian Copper River Township 13 North, Range 21 East, Section 19 1/4 1/4

Municipality Approximate size of the material site in acres ~60

Applicant is at least 18 years old: [ ] Yes [ ] No.

Quantity of material desired (cubic yards): 200,000

Length of time requested for removal: 5 years

When is the removal operation proposed to begin? Summer 2022, End? Fall 2027

For what purpose will the material be used? Maintenance and Construction of public roads and projects

Are there any existing permits, leases or authorizations covering any part of the application site? [ ] Yes [X] No. If yes, state name and last known address of [ ] lessee [ ] permittee [ ] authorized user:

Name Message Phone Work Phone

Address City State Zip

Are there any improvements on the application site? [ ] Yes [ ] No. If yes, describe; state their approximate value and the name and address of the last known owner:

Name Message Phone Work Phone

Address City State Zip

AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, or AS 45.48). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

Describe the proposed method of excavation, including the type of equipment to be used: Materials will be excavated

By Dozer/scrapper or excavator depending on the specific project. Blasting will be required.

How many cubic yards do you propose to remove per month? \_\_\_\_\_ per year? as needed

Describe the type of material, (e.g., coarse, un-sized angular rocks; well-sorted and sized gravel; sand and gravel mixed with some shale; class of rip rap; ballast) Highly weathered Granite

If permits are required by other agencies, have they been applied for?  Yes  No.

Applicant's Signature \_\_\_\_\_

Date \_\_\_\_\_

NOTICE: If the proposed material sale is intended to be used for commercial purposes, please include a copy of your business license authorizing you to do business in the State of Alaska. This application will not be considered complete unless accompanied by a sketch map sufficiently detailed to enable the Division of Mining, Land and Water to locate the application site. If the Division of Mining, Land and Water considers it necessary, the applicant may be required to submit a more detailed map or survey plat.

**ADDITIONAL INFORMATION TO BE COMPLETED IF APPLICATION IS FOR TIDELANDS**

Is the applicant the upland owner?  Yes  No. If not, state the name and address of the upland owner or owners:

Name \_\_\_\_\_ Message Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

State the name and address of the adjacent upland owners:

Name \_\_\_\_\_ Message Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Is the application site seaward of any lands reserved by the United States for military, lighthouse, national park or national forest purposes, or by the state for state or local government agencies, or other public purposes?  Yes  No. If yes, state the use of the land and the name of agency: \_\_\_\_\_

State the distance to the nearest occupied tidelands \_\_\_\_\_ and the name and address of the occupant:

Name \_\_\_\_\_ Message Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Have you applied for a U.S. Army Corps of Engineers (COE) permit?  Yes  No.

To your knowledge, is the general shoreline in the vicinity of the proposed site undergoing  erosion or  accretion?

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

Contract Administration
550 W 7th Ave., Suite 640
Anchorage, AK 99501-3576
(907) 269-8594

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

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

Southeast Region
400 Willoughby,
Suite #400
P.O. Box 111020
Juneau, AK 99801
(907) 465-3400

APPLICANT ENVIRONMENTAL RISK QUESTIONNAIRE

The purpose of this questionnaire is to help clarify the types of activities you propose to undertake. The questions are meant to help identify the level of environmental risk that may be associated with the proposed activity.

Through this analysis, you may become aware of environmental risks that you did not know about. If so, you may want to consult with an environmental engineer or an attorney.

Department of Transportation and Public Facilities

Applicant's Name: 2301 Peger Road
Doing Business As: Fairbanks
City: Fairbanks, State: Alaska, Zip: 99709
Address: 2301 Peger Road
City: Fairbanks, State: Alaska, Zip: 99709
Message Phone: ( ) , Work Phone: (907) 451-5425, E-Mail: kahlil.wilson@alaska.gov, Contact Person: Kahlil Wilson

Describe the proposed activity:

Continued development of an existing material site using standard construction equipment.

In the course of your proposed activity will you generate, use, store, transport, dispose of, or otherwise come in contact with toxic and/or hazardous materials, and/or hydrocarbons? Yes [X] No [ ]

If yes, please list the substances and the associated quantities. Use a separate sheet of paper, if necessary.

Approximately 25 gallons of diesel and no more than 10 gallons of lubrication fluids are required to run construction equipment

for excavating and hauling.

If the proposed activities involve any storage tanks, either above or below ground, address the following questions for each tank. Please use a separate sheet of paper, if necessary, and, where appropriate, include maps or plats:

a. Where will the tank be located? \_\_\_\_\_  
\_\_\_\_\_

b. What will be stored in the tank? \_\_\_\_\_  
\_\_\_\_\_

c. What will be the tank's size in gallons? \_\_\_\_\_  
\_\_\_\_\_

d. What will the tank be used for? (Commercial or residential purposes?) \_\_\_\_\_  
\_\_\_\_\_

e. Will the tank be tested for leaks? \_\_\_\_\_

f. Will the tank be equipped with leak detection devices? Yes  No . If yes, describe: \_\_\_\_\_  
\_\_\_\_\_

Do you know or have any reason to suspect that the site may have been previously contaminated? Yes  No .

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that due diligence has been exercised and proper inquiries made in completing this questionnaire, and that the foregoing is true and correct to the best of my knowledge.

Bay L Harper  
Applicant

8/26/2021  
Date

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

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

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

**Southeast Region**  
400 Willoughby, #400  
P.O. Box 111020  
Juneau, AK 99801  
(907) 465-3400

**MATERIAL SITE RECLAMATION PLAN OR  
LETTER OF INTENT/ANNUAL RECLAMATION STATEMENT  
AS 27.19.030 – 27.19.050**

Non-refundable filing fee for reclamation plan: \$100

In accordance with Alaska Statute 27.19, reclamation is required of all mining operations, including sand and gravel extraction. Completion of this form will meet the law's requirements for a **reclamation plan** (see below for filing requirements; due date: at least 45 days before mining is proposed to begin; requires approval by the Division of Mining, Land and Water). Completion of this form will also serve as a **letter of intent** for operations exempt from the plan requirement (due date: before mining begins). No approval is required for a letter of intent, but a miner who files a letter of intent must, before December 31, file an **annual reclamation statement** (Section 8 of this form).

Check applicable box:

**A. RECLAMATION PLAN** (REQUIRED if the operation will disturb five or more acres this year, OR 50,000 cubic yards, OR if the operation has a cumulative disturbed area of five or more acres)

**B. RECLAMATION PLAN—VOLUNTARY** (for an operation below limits shown in Box A but wanting to qualify for the statewide bonding pool)

**C. LETTER OF INTENT** (less than five acres to be disturbed AND less than 50,000 cubic yards AND less than five acres unreclaimed area) NOTE: A miner who files a letter of intent is also required to file an annual reclamation statement at the end of the year.

THIS RECLAMATION PLAN/LETTER OF INTENT IS FOR CALENDAR YEAR \_\_\_\_\_.  
(IF YOU CHECKED EITHER BOX A OR B ABOVE AND PROPOSE A MULTI-YEAR PLAN, STATE ALL YEARS COVERED.)

**1. MINER INFORMATION** (IF THERE IS MORE THAN ONE MINER, ATTACH A LIST OF THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF ALL OTHER OWNERS, OPERATORS, OR LEASEHOLDERS OF THE MINING OPERATION)

Department of Transportation and Public Facilities

NAME OF MINER WHO WILL SERVE AS AGENT FOR NOTICE PURPOSES

2301 Peger Road

ADDRESS (NOTIFY THE DEPARTMENT OF ANY LATER CHANGE OF ADDRESS)

Fairbanks	Alaska	99709	(907) 451-5425
CITY	STATE	ZIP CODE	TELEPHONE

State of Alaska

NAME OF LANDOWNER (IF OTHER THAN MINER) OR PUBLIC LAND MANAGEMENT AGENCY

ADL 408614, MMS

FEDERAL OR STATE CASEFILE NUMBER (IF ANY) ASSIGNED TO THE SITE

**2. LEGAL DESCRIPTION OF PROPOSED MINING SITE**

See attached site drawing

13 North

21 East

Copper River

LEGAL SUBDIVISION/ SECTION/ QUARTER-SECTION

TOWNSHIP

RANGE

MERIDIAN

**3. DESCRIPTION OF THE MINING OPERATION (IF YOU CHECKED BOX A OR B ON P. 1 OF THIS FORM AND ARE PROPOSING A MULTI-YEAR RECLAMATION PLAN, ATTACH SEPARATE SHEETS AS NEEDED SHOWING ACREAGE TO BE MINED, VOLUME TO BE MINED, AND EXISTING ACREAGE OF MINED AREA FOR EACH YEAR COVERED BY THE PLAN)**

- a. <10 acres Total acreage to be mined or disturbed during the year.
- b. as needed cu. yds. Estimated total volume to be mined or disturbed, including overburden.
- c. Gravel, boulders, riprap Type of material (sand, gravel, peat, etc.).
- d. 3 acres Existing acreage of mined area (disturbed area that has not yet been reclaimed, but counting only acreage disturbed after October 15, 1991)

**4. DESCRIPTION OF THE RECLAMATION OPERATION**

- a. The total acreage that will be reclaimed during the year (or each year, if for a multi-year reclamation plan) is: \_\_\_\_\_.
- b. Provide a list of equipment (type and quantity) to be used during the reclamation operation.
- c. A time schedule of reclamation measures shall be included as part of the plan.

The following measures must be considered in preparing and implementing the reclamation plan. Please mark those measures appropriate to your reclamation activity:

- Topsoil that is not promptly redistributed to an area being reclaimed will be separated and stockpiled for future use. This material will be protected from erosion and contamination by acidic or toxic materials and preserved in a condition suitable for later use.
- The area will be backfilled, graded and recontoured using strippings, overburden, and topsoil to a condition that allows for the reestablishment of renewable resources on the site within a reasonable period of time. It will be stabilized to a condition that will allow sufficient moisture to be retained for natural revegetation.
- Stockpiled topsoil will be spread over the reclaimed area to promote natural plant growth that can reasonably be expected to revegetate the area within five years.
- Stream channel diversions will be relocated to a stable location in the flood plain.
- Exploration trenches or pits will be backfilled. Brush piles, vegetation, topsoil, and other organics will be spread on the backfilled surface to inhibit erosion and promote natural revegetation.
- All buildings and structures constructed, used, or improved on land owned by the State of Alaska will be removed, dismantled, or otherwise properly disposed of at the completion of the mining operation.
- Any roads, airstrips or other facilities constructed to provide access to the mining operation shall be reclaimed (unless otherwise authorized) and included in the reclamation plan.
- Peat and topsoil mine operations shall ensure a minimum of two inches of suitable growing medium is left or replaced on the site upon completion of the reclamation activity.

- If extraction occurs within a flood plain, the reclamation activity shall reestablish a stable bed and bank profile such that river currents will not be altered and erosion and deposition patterns will not change.

NOTE: If you propose to use reclamation measures other than those shown above, or if the private landowner or public land manager of the site requires you to use stricter reclamation measures than those shown above, attach a list of those measures to this plan.

#### 5. ALTERNATE POST-MINING LAND USE

- The mining site is public land. The land management agency's land use plan (if any) for post-mining land use is: \_\_\_\_\_
- The mining site is public land. As allowed by AS 27.19.030(b), I propose to reclaim it to the following post-mining land use: \_\_\_\_\_
- The mining site is private property. The private landowner plans to use it for the following post-mining land use: \_\_\_\_\_

#### 6. ATTACHMENTS

- If the mining operation has additional owners, operators, or leaseholders not shown on p. 1 of this form, attach a list of their names, addresses, and telephone numbers.
- Attach a USGS map at a scale no smaller than 1:63,360 (inch to the mile) showing the general vicinity of the mining operation and the specific property to be mined. Option: If you checked Box C on the first page of this form and the mining site is adjacent to an airport or public highway, state the name of the airport or the name and milepost of the public highway.
- Attach a diagram of the mined area (this term includes the extraction site, stockpile sites, overburden disposal sites, stream diversions, settling ponds, etc.) and the mining operation as a whole (this term includes the roads you plan to build, your power lines, support facilities, etc.). Show and state the number of acres to be mined during the year. (If you checked Box A or B on the first page of this form and your plan covers more than one year, show each year's work.) Show the location corners or property boundaries of the site in relation to the reclamation work and any other areas affected by the operation.
- Attach a list of the equipment (type and quantity) to be used during the reclamation activity.
- A time schedule of events must be attached that includes dates and activities related to this reclamation plan.
- If the site is private land not owned by the miner, attach a signed, notarized statement from the landowner indicating the landowner's consent to the operation. The landowner may also use the consent statement to notify the department that the landowner plans a post-mining land use incompatible with natural revegetation and therefore believes that reclamation to the standard of AS 27.19.020 is not feasible.
- For those miners that are required to file an annual reclamation statement, attach photographs and/or videotapes dated and described as to location of the reclamation activity that was completed.
- If you propose to use reclamation measures other than those listed on this form, or if the private landowner or public land manager of the site requires you to use stricter reclamation measures, attach a list of those measures.

7. RECLAMATION BONDING (REQUIRED ONLY IF YOU CHECKED BOX A or B ON THE FIRST PAGE OF THIS FORM)

The total acreage of my mining operation that is subject to the bonding requirement for the current year is \_\_\_\_\_ acres (add acreages stated in Section 3(a) and 3(d) of this form).


The per-acre bond amount is \$750/acre or a total bond amount of \$\_\_\_\_\_.

Please check the appropriate bonding method that you will apply toward this reclamation plan:

- Participation in the statewide bonding pool.
- Posting a corporate surety bond.
- Posting a personal bond accompanied by a letter of credit, certificate of deposit, or a deposit of cash or gold.
- Posting a bond or financial guarantee with another government agency that has jurisdiction over the mining operation, as allowed by a cooperative management agreement between that agency and the Division of Mining, Land and Water.
- Posting a general performance bond with a state agency that meets the requirements of 11 AAC 97.400(4).

---

The above reclamation plan/letter of intent and all attachments are correct and complete to the best of my knowledge.



Signature of Miner

8/26/2021

Date

AS 27.19.030 and AS 27.19.050 require a miner either to file a reclamation plan for approval or to file a letter of intent followed by an annual reclamation statement. AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

8. **ANNUAL RECLAMATION STATEMENT—REQUIRED IF YOU FILED A LETTER OF INTENT (CHECKED BOX C ON THE FIRST PAGE) FOR THIS OPERATION. DUE DATE: DECEMBER 31, \_\_\_\_\_.** YOU MUST FILE EVEN IF THE MINING DESCRIBED IN YOUR LETTER OF INTENT DID NOT TAKE PLACE.

This \_\_\_\_\_ annual reclamation statement is for:  
(year)

- a. \_\_\_\_\_ acres Total acreage mined.
- b. \_\_\_\_\_ cu. yds. Total volume mined or disturbed, including overburden.
- c. \_\_\_\_\_ acres Total acreage reclaimed.
- d. \_\_\_\_\_ acres Cumulative total of unreclaimed acreage.
- e. Reclamation measures that were used (check appropriate measures from Section 4, DESCRIPTION OF THE RECLAMATION OPERATION, and attach list of additional or stricter measures if applicable).

The above annual reclamation statement and all attachments are correct and complete to the best of my knowledge.



Signature of Miner

8/26/2021

Date

AS 27.19.030 and AS 27.19.050 require a miner either to file a reclamation plan for approval or to file a letter of intent followed by an annual reclamation statement. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

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

**Mining and Reclamation Guidelines**  
**Material Site 62-1-168-2**  
**Alaska Highway MP 1250**

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

**Legal Description**

T13N, R21E, CRM, Section 19: SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> and N<sup>1</sup>/<sub>2</sub> N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>.

The site is approximately 60 acres.

**General Information**

This bedrock quarry site is located about a half-mile east of the Alaska Highway near Mile 1250. There are North and South access routes leading to this site from the Alaska Hwy. Both routes have been authorized by DNR – NRO but will need to be developed to facilitate access to the site.

Material consists of highly weathered granite. Overburden is 1 to 3 feet thick. Additional geologic information is available at the DOT&PF Materials office, 2301 Peger Road, Fairbanks, Alaska 99709.

**Development Plan**

The access road will need to be reconstructed and shall include drainage structures as appropriate. The expanded site configuration will provide sufficient area to develop access to the top of the rock face. There is some blast rock at the toe of the existing face, but blasting will be required to produce significant new volume. Continue to develop the working face and use the existing work pad for staging and stockpiling. Do not mine below the elevation of the work pad; slope the pad floor gently to drain.

**Mining Guidelines**

The Plan will adhere to the following guidelines.

1. The contractor or user shall locate the material site boundaries to verify work areas are within the site.
2. Maintain a 50-foot undisturbed buffer around the site.
3. Prior to any new site clearing, contact the DNR Division of Forestry to obtain instructions for treatment of any merchantable timber, firewood, brush or slash produced.
4. Stockpile overburden separately from vegetation/organics for future. Do not place organics or overburden piles in future mining area.

5. For blasting, prior notice and coordination are required with appropriate agencies. Persons conducting blasting shall be licensed by the State of Alaska for such purposes and shall observe all applicable laws and regulations.
  - a. The contractor will describe blasting methods and equipment to be used in the Project Mining and Reclamation Plan.
  - b. Contractors are responsible for proper storage of explosives as set forth in Title 29 CFR1910.109 and Title 27 CFR Part 555 as outlined in by the BATFE Regulation Book.
  - c. Mining shall occur in benches, nominally 20-feet high. Contractors or users may have specific plans or equipment constraints that make flexibility in bench size, height and location necessary. However, maximum bench height is 40 feet.
  - d. Individual benches will be no more than 40-feet apart vertically, and will be no narrower than 20-feet wide. Multiple benches can be in production at one time.
  - e. Individual bench faces may be vertical, but overall slope angles within the active pit will be no steeper than 1H:4V, flatter slopes are acceptable.
  - f. Maintain access to all benches during and at the end of production.
  - g. At the end of each use, faces shall be scaled of loose or unstable rock.
  - h. As necessary, working faces will be posted and/or warning barriers constructed to protect the public from rockfall or falling hazards.
  - i. No undetonated explosives of any type will be left in or on the site at the end of a project or use, including undetonated explosives in the ground. Contractor is responsible for removal or detonation of any unused explosives.
6. After each use, stabilize slopes, scale loose rock, grade road smooth.
7. Maintain work areas in a clean, neat condition. After each use, remove all equipment and man-made debris from the site. Remove all blasting and explosive-related materials from the site.
8. All mining and stockpiling activities shall be in accordance with applicable Construction General Permits (CGP) and Storm Water Pollution Prevention Plans (SWPPP).

## **Reclamation Objectives and Guidelines**

The reclamation plan has several objectives:

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

Reclamation activities will include:

1. Stabilize slopes, scale loose rock, leave in safe condition.
2. In areas with steep quarry walls where no further mining will occur, rock faces will be left such that the overall slope angle are 1H:4V or flatter, benches are 20 feet wide or

more and faces less than 40 feet high. Faces shall be scaled of loose unstable rock to reduce rockfall hazards. Access to benches will be blocked to protect the public.

3. Grade work pad and access road smooth.

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

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

#### **Sketch Map**

The sketch map shall include:

1. Site boundaries and proposed working limits, to be marked on the ground
2. Overburden storage location
3. Work pad, stockpile, processing equipment
4. Scale of drawing, north arrow, and specific dimensions as appropriate

#### **Narrative**

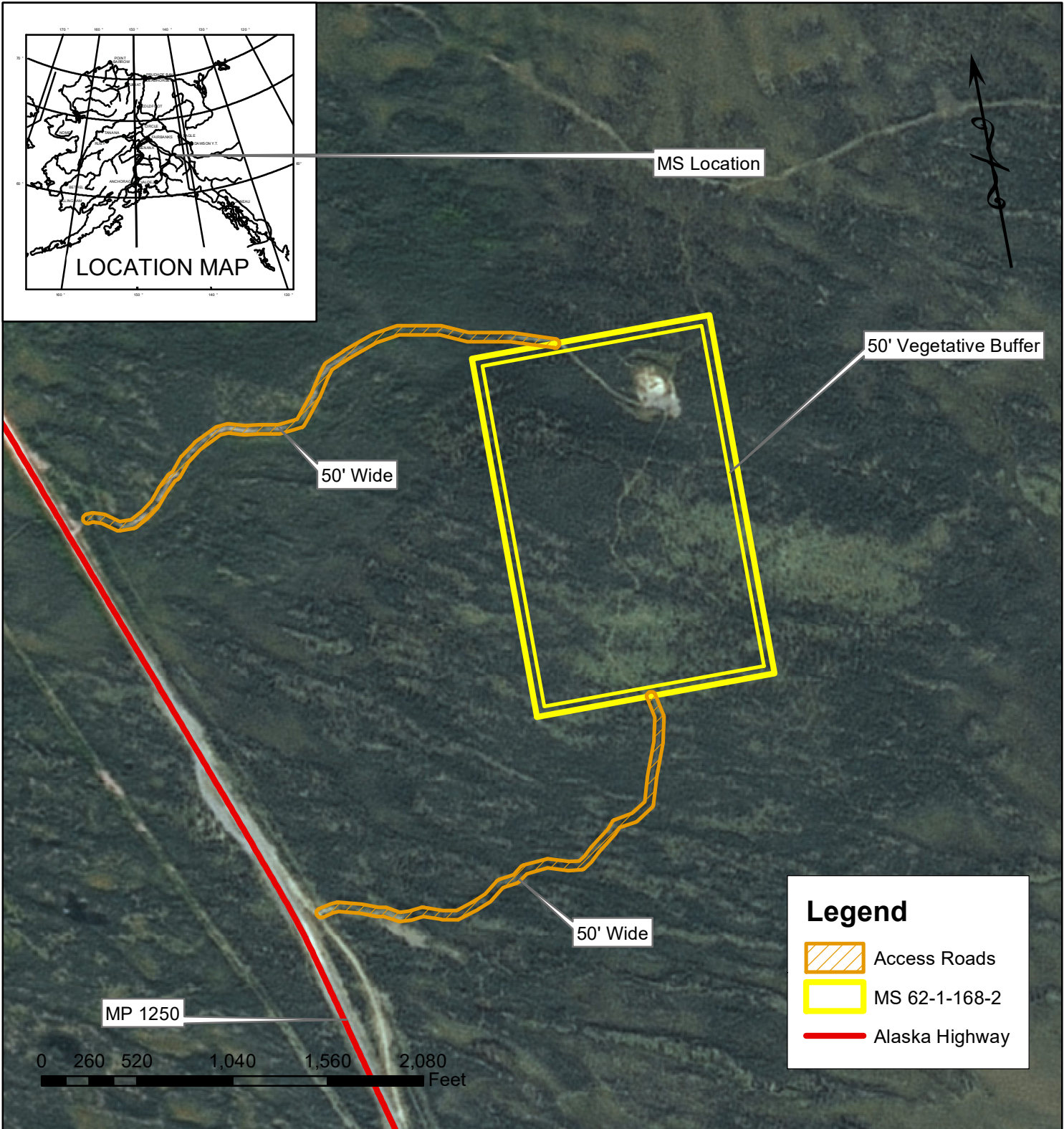
The narrative shall include:

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

#### **Supplements and amendments**

Supplements and amendments to an approved mining and reclamation plan may be initiated by the contractor, user or the DOT&PF Project Engineer, when conditions warrant such action. Supplements and amendments must be mutually agreed upon and proper approval obtained prior to commencement of work of a changed nature.

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



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

**T13N, R21E CRM**

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

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

**MATERIAL SITE PLAN**

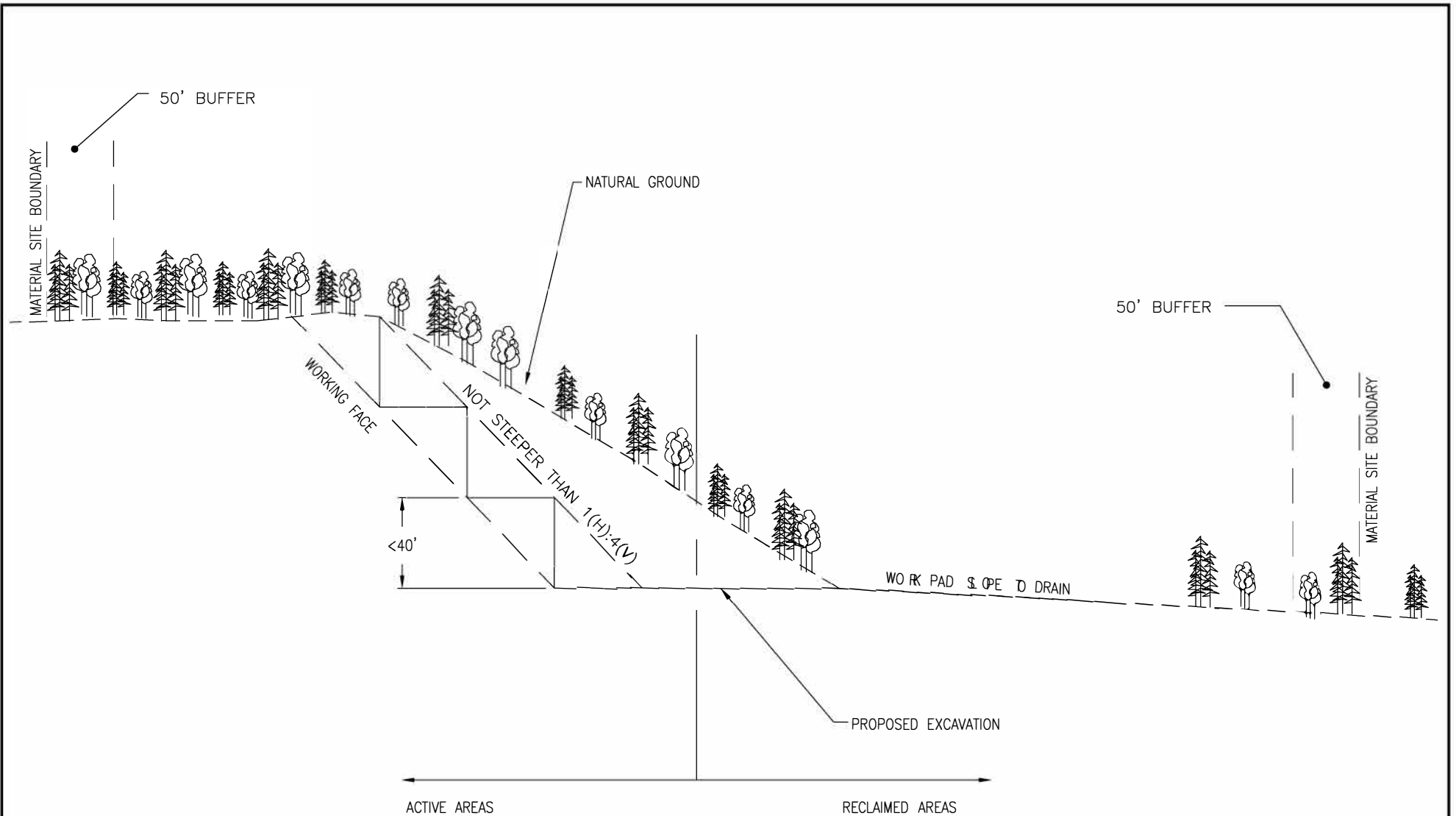
**M.S. 62-1-168-2**

NORTHERN REGION

Date: 8/10/2021

SCALE NTS  
 DRAWN BY: KAW

~ 60 acres



TYPICAL CROSS SECTION OF ROCK QUARRY  
NOT TO SCALE

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	
DATA: JR	MATERIAL SITE MINING AND RECLAMATION GUIDELINES
DRAWN: JR	
APPROVED:	PROJECT NO.
DATE: AUG 2021	



# United States Department of the Interior



U.S. FISH AND WILDLIFE SERVICE  
Fairbanks Fish and Wildlife Conservation Office  
101 12<sup>th</sup> Avenue, Room 110  
Fairbanks, Alaska 99701  
September 16, 2021

VIA ELECTRONIC MAIL, NO HARD COPY TO FOLLOW

State of Alaska, Department of Natural Resources  
Attn: Harvey Templeton  
3700 Airport Way  
Fairbanks, AK 99709

Re: Material Sale to ADOT; MP 1238.4 Alaska  
Highway; ADL 421707

Dear Mr. Templeton:

The U.S. Fish & Wildlife Service (Service) has reviewed the referenced Alaska Department of Transportation and Public Facilities (ADOT&PF) application regarding the material sale from an established source (Paradise Hill Pit) owned by the Alaska Department of Natural Resources (ADNR) near milepost 1238.4 of the Alaska Highway (MS 62-1-007-5). The request is for the purchase of 300,000 CY of material that will be used for road maintenance and construction projects from 2021 through 2026. Blasting and bench development will be used to extract materials.

**Potentially Affected Fish and Wildlife Trust Resources:** The Service has reviewed the material sale application for its potential impacts to our trust resources, which are the natural resources our agency is entrusted to protect for the benefit of the American people. Within the proposed project area these resources include migratory birds and the Tetlin National Wildlife Refuge (NWR).

**Recommendations:** The Service appreciates ADNR and ADOT &PF coordinating with us on the use of material sites along the Alaska Highway. We offer the following recommendations to help minimize the proposed project's impacts on fish and wildlife habitat.

**Threatened and Endangered Species:** The purpose of the Endangered Species Act (ESA) is to conserve threatened and endangered species and the ecosystems upon which they depend. Projects that may affect ESA listed species and/or designated critical habitat must be evaluated under section 7(a)(2) of the ESA to ensure Federal agencies authorizing, funding, and conducting the projects are not likely to jeopardize the continued existence of any listed species, or result in the destruction or adverse modification of designated critical habitat. In this case, no ESA-listed species or designated critical habitat occur within the project area. Therefore, the project would have no effect on listed species or critical habitat, and no further action regarding ESA-listed

species is required. This information can be confirmed, and the potential for effects of other projects can be evaluated, at <https://ecos.fws.gov/ipac/>.

Migratory Birds: The Service appreciates permitting agencies employing any measures to help avoid disturbing migratory-bird nesting habitat during the nesting season when nests and nestlings are most vulnerable. The most effective Best Management Practice (BMP) to help minimize impacts to nesting birds is to conduct land disturbing activities (e.g., tree and vegetation clearing, excavation, gravel fill, brush hogging, blasting, etc.) before or after the breeding season, which is generally May 1 through July 15 at the proposed site.<sup>1</sup> However, some bird species may nest at different times (e.g., eagles and other raptors nest two or more months earlier), so we always recommend consulting our timing recommendations for your area. Additionally, we appreciate and support employing other BMPs/conservation measures to minimize impacts to migratory birds. For some example conservation measures to avoid and minimize impacts to birds, please refer to our Migratory Bird Program website.<sup>2</sup>

The project area is rich with raptor nesting habitat, and species such as peregrine falcons are known to nest within rock faces of the material sites along the Alaska Highway, including some of the material sites located on Tetlin NWR. We reviewed our raptor nest database and while there are no documented historical peregrine nests at the Paradise Hill Pit, there is always the potential for birds to begin nesting in any material site with suitable nesting habitat. Suitable peregrine nesting sites on rock faces could be ledges exposed to the elements, small nooks in the rock, or small ledges with a rock roof for shelter (see attached photos). Other species known to use material sites include cliff swallows, which like to nest under rock overhangs, and bank swallows which like to nest in sand/gravel stockpiles that are left with a vertical face on them. Although these may be artificial sites, active nests are still protected under the Migratory Bird Treaty Act.

If future work is expected to begin during the nesting season (May 1 through July 15 for swallows, and about March 1 – July 15 for peregrines), the Service recommends making these sites unattractive to nesting at the end of each mining season, or sometime before the next nesting season. To do this, consider removing or covering rock ledges and overhangs on rock faces, which may provide suitable nesting sites, to prevent falcons and cliff swallows from nesting. To discourage bank swallows from building cavity nests in material stockpiles, we recommend avoiding vertical faces by leaving a slope less than 70 degrees on sand/gravel stockpiles. Additionally, removing old, inactive nests before birds return will discourage easy nesting at the same nest site (note: it is prohibited to remove an active migratory bird nest, or an active or inactive eagle nest without a permit; see eagle section below).

Due to potential timing conflicts between nesting birds and material extraction at this site, and other sites proposed for use by ADOT&PF under different contracts (e.g., Island Lake Site at MP 1231, Granite Hill at MP 1250, Scottie Creek at MP 1226.5), the Service held a meeting on September 1, 2021, with the ADOT&PF, Tetlin NWR, and ADNR. As per our discussion at that meeting, the Service recommends the ADNR advise ADOT&PF to continue working closely

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<sup>1</sup> <https://www.fws.gov/alaska/pages/nesting-birds-timing-recommendations-avoid-land-disturbance-vegetation-clearing>

<sup>2</sup> <https://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>

with our office and Tetlin NWR regarding appropriate mitigation measures to avoid and minimize impacts to nesting peregrine falcons and other migratory bird species.

Eagles and Their Nests: The Bald and Golden Eagle Protection Act (BGEPA) protects eagles from take,<sup>1</sup> including disturbance to their nests, roosts, and foraging sites. The Service maintains an eagle-nest database that provides an indication of past nest activity, which is useful for identifying the presence and suitability of nesting habitat in the project area, but the coverage is limited, and we cannot predict future use. This database does not include any eagle nests within one mile of the proposed project area, however, that does not guarantee that eagles will not nest in the area.

Ultimately, the project proponent is responsible for preventing take of eagles. If a golden eagle nest is discovered within a half mile of the project footprint, a BGEPA permit may be required and we encourage you to contact our office for further assistance. For guidance with bald eagles, please see our webpages for measures to avoid disturbing eagles,<sup>2</sup> how to determine the likelihood of disturbing nesting bald eagles,<sup>3</sup> and our national eagle management webpage.<sup>4</sup>

**Conclusion:** We greatly appreciate your attendance at the September 1, 2021, meeting with the ADOT&PF and the Tetlin NWR. Proactive coordination on these issues is extremely beneficial in helping agencies find workable solutions to conservation challenges. Thank you for this opportunity to comment. Please contact Charleen Buncic at 907-456-0276 or [charleen\\_buncic@fws.gov](mailto:charleen_buncic@fws.gov) should you have any questions concerning these comments.

Sincerely,

Robert J. Henszey  
Branch Chief,  
Conservation Planning Assistance

ecc: Brett Nelson, ADOT&PF, Fairbanks  
Kerri Martin, ADOT&PF, Fairbanks  
Blair French, ADOT&PF, Fairbanks  
Shawn Bayless, Tetlin NWR, Tetlin  
Brent Jamison, Tetlin NWR, Tetlin

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<sup>1</sup> The Bald and Golden Eagle Protection Act defines “take” as “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb” (16 U.S.C. 668-668c).

<sup>2</sup> <https://www.fws.gov/alaska/pages/migratory-birds/eagles-other-raptors/eagle-permits/voluntary%20guidance>

<sup>3</sup> <https://www.fws.gov/alaska/pages/migratory-birds/eagles-other-raptors/eagle-permits/disturbance-guidance>

<sup>4</sup> <https://www.fws.gov/birds/management/managed-species/eagle-management.php>

The following are three photos of the same nest site taken at the Island Lake Quarry off the Alaska Highway.



Photo: Hank Timm. Tetlin NWR. 2007. Nest site circled.

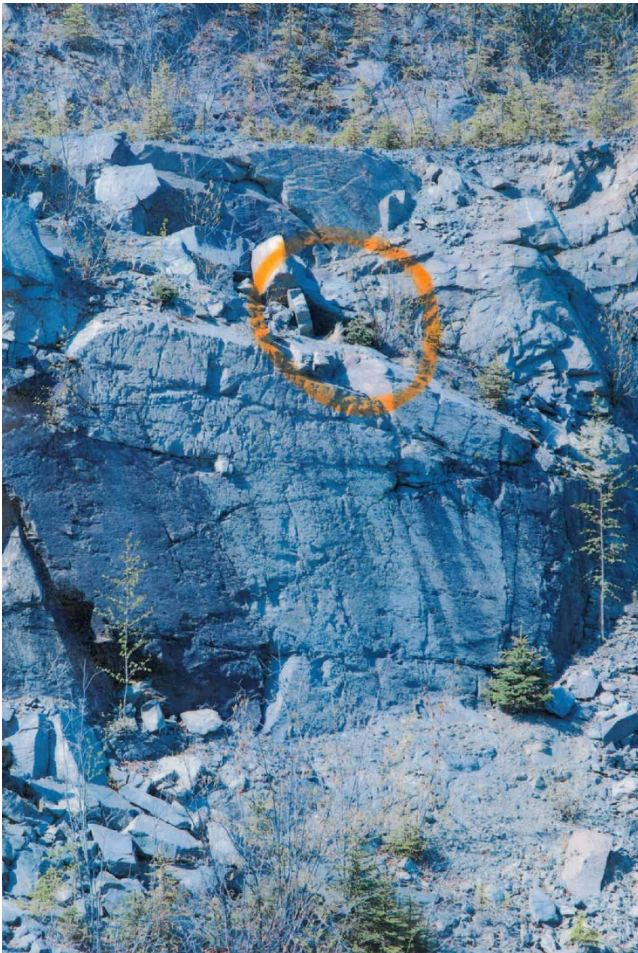


Photo: Hank Timm. Tetlin NWR. 2007. Nest site circled.



Photo: Hank Timm. Tetlin NWR. 2014. Close up view of nest site.

Additional photos from the internet showing examples of peregrine nesting habitat on rock faces:



Credit: blickwinkel / Alamy Stock Photo, October 24, 2013



Credit: SaportaReport, June 15, 2018. mendobrew.com



Credit: Peter Smith/Alamy Stock Photo, June 2013. [www.alamy.com](http://www.alamy.com)

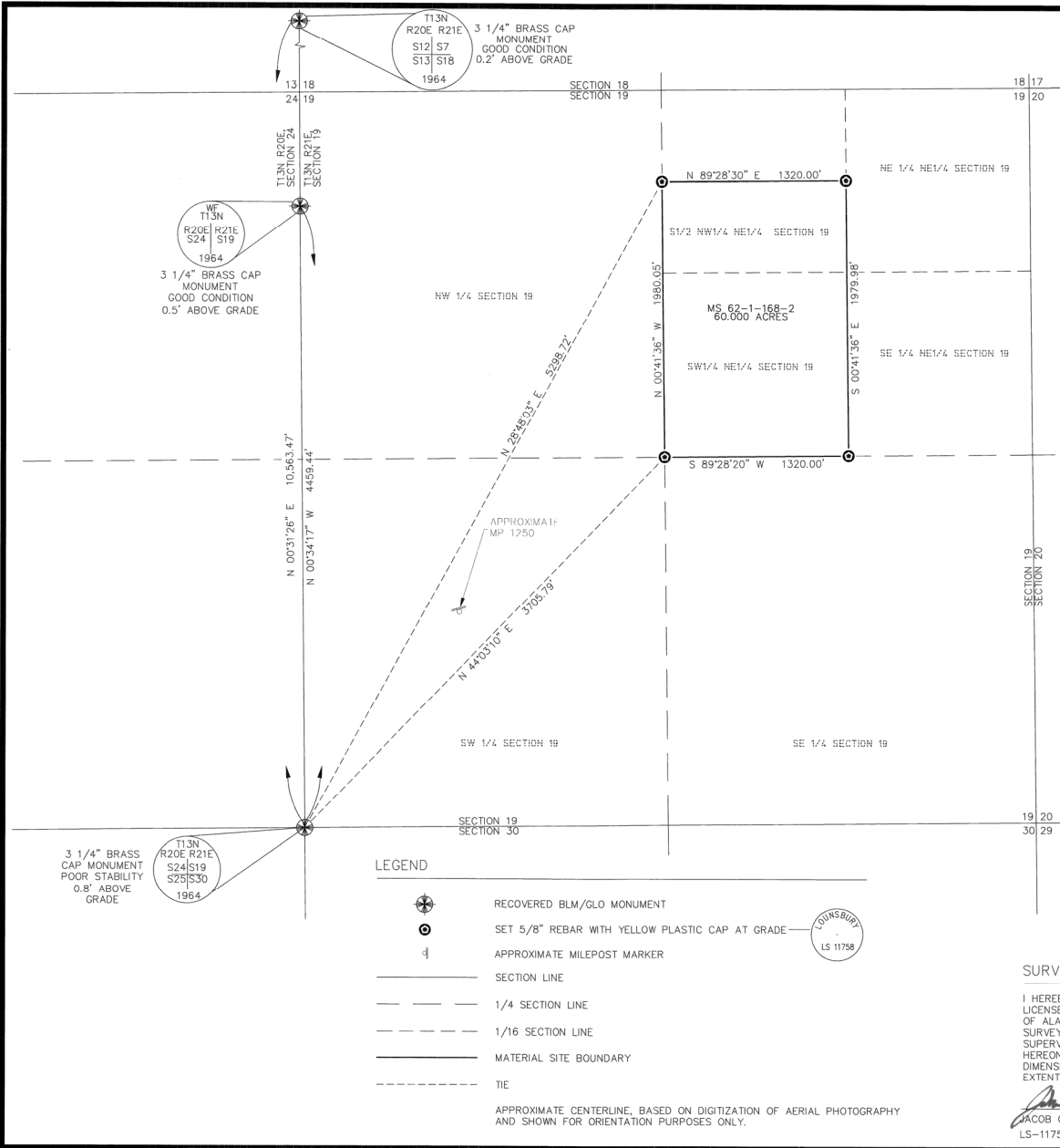


Credit: Connor Paschke, NYDEC Fish & Wildlife Technician. [www.adirondackcouncil.org](http://www.adirondackcouncil.org)



<https://www.abc.net.au/news/2013-10-28/peregrine-falcon-nest-in-tasmania/5050050?nw=0>

T:\Survey\2015\15-041 MS 62-1-168-2-9 TRANSMITTENT\DOT\_2015\_12\_08\Project Drawing\15-041-62 ROS.dwg Dec 10, 2015 - 11:20am

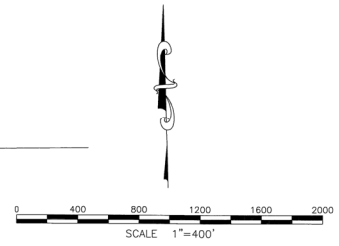
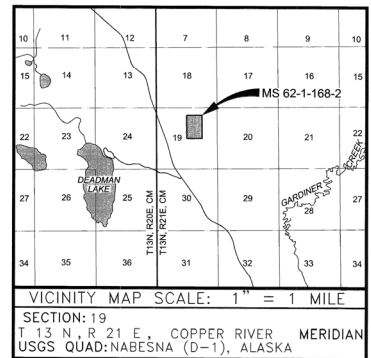
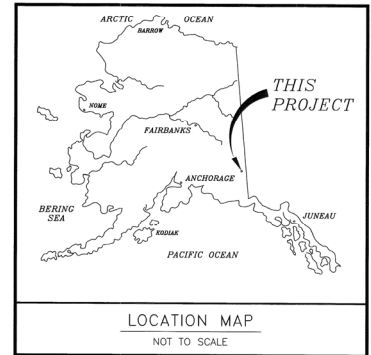


**LEGAL DESCRIPTION OF MATERIAL SITE**

THE S 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 19, AND THE SW 1/4 OF THE NE 1/4 SECTION 19, T 13 N, R 21 E, COPPER RIVER MERIDIAN, FAIRBANKS RECORDING DISTRICT, ALASKA.

**SURVEY NOTES**

1. THE BASIS OF BEARINGS IS THE ALASKA STATE PLANE COORDINATE SYSTEM (NAD83), ZONE 2, IN U.S. SURVEY FEET. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
2. THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION AS DEFINED BY A.S. 40.15.900 (5) (A).
3. THE CLOSURE FOR THIS SURVEY MEETS OR EXCEEDS 1 PART IN 10,000.
4. EASEMENTS OF RECORD, IF ANY EXIST, ARE NOT SHOWN ON THIS SURVEY.
5. THE BOUNDARY OF THE MATERIAL SITE WAS DEVELOPED USING THE LEGAL DESCRIPTION FOUND IN THE ORIGINAL RIM CASE FILE AKFF 039281, AND THE DIMENSIONED MONUMENTS ON THIS PAGE WERE HELD CONTROLLING IN ORDER TO ESTABLISH THE MATERIAL SITE CORNERS AT SAID RECORD LOCATIONS.
6. MONUMENTS SET REPRESENT THE MATERIAL SITE LIMITS AT THE APPROXIMATE ALIQUOT PART CORNERS. THEY DO NOT REPRESENT THE OFFICIAL RECTANGULAR SURVEY LINES.



- LEGEND**
- RECOVERED BLM/GLO MONUMENT
  - SET 5/8" REBAR WITH YELLOW PLASTIC CAP AT GRADE
  - APPROXIMATE MILEPOST MARKER
  - SECTION LINE
  - 1/4 SECTION LINE
  - 1/16 SECTION LINE
  - MATERIAL SITE BOUNDARY
  - TIE
  - APPROXIMATE CENTERLINE, BASED ON DIGITIZATION OF AERIAL PHOTOGRAPHY AND SHOWN FOR ORIENTATION PURPOSES ONLY.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT TO THE EXTENT SHOWN HEREON.

*Jacob Gerondale*      2/2/14  
 JACOB GERONDALE      DATE  
 LS-11758



2016-25  
 Plat #  
 Fairbanks  
 Rec Dist  
 3-29-2016  
 Date  
 Time 1:29 PM

Fairbanks Recording District  
 State Business - No Charge for Recording

DATE: DEC. 2015

DATE OF SURVEY Beginning: 07/08/15 Ending: 07/13/15	NAME AND ADDRESS: Department of Transportation and Public Facilities (DOT&PF) 2301 Peger Road Fairbanks, Alaska 99709
<b>RECORD OF SURVEY</b>	
MATERIAL SITE MS 62-1-168-2 NEAR ALASKA HIGHWAY MP 1250 SECTION 19 TOWNSHIP 13 NORTH, RANGE 21 EAST COPPER RIVER MERIDIAN FAIRBANKS RECORDING DISTRICT	
DRAWN BY: JM/NGR	SCALE: 1"=400'
CHECKED BY: JG	FILE NO.:

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

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

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

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

**MATERIAL SALE CONTRACT  
AS 38.05.550 – 38.05.565**

**Issuance Date: September 15, 2014**

**Expiration Date: September 14, 2024**

**ADL #419974**

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

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

(a) The material sale area covered by this contract consists of approximately **90.1** acres. This area is designated by the boundaries shown on the attached sale area map, which is made a part of this contract, or as designated on the ground by the seller, and described as follows:

**MS 46-2—013-5 located at MP 104 Tok Cutoff Highway within sections 2, 3, 10, and 11,  
Township 15 North, Range 11 East, Fairbanks Meridian, as shown on Revised Attachment  
A.**

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

<u>Type of Material</u>	<u>No. of Units</u>	<u>Unit Price **</u>	<u>Total Price **</u>
<b>Alluvial sand and gravel with silt and cobbles</b>	300,000 cy	\$0.50	**

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

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

(a) The buyer shall remit an earnest money deposit in the amount of **\$ N/A** (consistent with 11 AAC 71.045 or 11 AAC 71.065, and no less than \$250) along with the bid for a competitive sale contract or at

the time a negotiated sale buyer signs this contract. The seller will retain the deposit to cover administrative costs incurred in offering the material sale, except that if the buyer removes and pays for at least 75% of the material volume covered by this contract, the deposit may be applied, in whole or in part, to the final payment that becomes due under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Operating Requirements.**

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

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

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

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

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

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

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

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

Road construction must be conducted so as to avoid damage to streams, lakes, or other waters and land adjacent to them.

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

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

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

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

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

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

(o) Alaska Historic Preservation Act. The buyer will consult the Alaska Heritage Resources Survey (907) 269-8721 so that known historic, archaeological and paleontological sites may be avoided. The Alaska Historic Preservation Act (AS 41.35.200) prohibits the appropriation, excavation, removal, injury, or destruction of any state-owned historic, prehistoric (paleontological) or archaeological site without a permit from the commissioner. Should any sites be discovered during the course of field operations, activities that may damage the site will cease and the Office of History and Archaeology in the Division of Parks and Outdoor Recreation (907) 269-8721 and will be notified immediately.

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

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

(r) Notification. The buyer will immediately notify the Department of Natural Resources and the Department of Environmental Conservation by phone of any unauthorized discharges of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons solely to land and outside an impermeable revetment. If a discharge of oil is greater than 10 gallons but less than 55 gallons it must be reported within 48 hours by phone or fax. If a discharge is less than 10 gallons it may be reported in writing on a monthly basis. If an unauthorized discharge greater than 55 gallons is made to a secondary containment, it must be reported within 48 hours by phone or fax. All fires and explosions must also be reported. The DNR 24 hour spill report number is (907) 451-2678; the fax

number is (907) 451-2751. The DEC oil spill report number is (800) 478-9300. DNR and DEC will be supplied with all follow-up incident reports.

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

Prior to use of the site for any project, the contractor or user shall submit a Project Mining and Reclamation Plan, in accordance with AS 27.19 and 11 AAC 97, to DNR for approval, subject to DOT&PF review. The Plan describes the proposed plan of operation and shall be in compliance with guidelines listed in the approved DOT&PF Mining and Reclamation Guidelines. Upon approval, the Plan will be followed by the contractor or user. The Plan should include a sketch map, narrative, and supplements and amendments as outlined in the DOT&PF Mining and Reclamations Guidelines.

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

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

(v) Compliance. The Alaska Department of Transportation and Public Facilities (DOT&PF) is the primary operator of the subject material site. All operations of the buyer, including completion, must comply with the provisions of the contract and with the DOT&PF's Mining and Reclamation Plan for the material site. The provisions of the contract take precedence over the approved mining and reclamation plan should a contradiction exist. The buyer will not interfere with other operators in the material site. This contract authorizes the removal of pit-run material only. The buyer will contact the local DOT&PF Maintenance and Operations Office prior to removal of material to find out where within the site the material should be extracted.

(w) 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 issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The DMLW reserves the right to grant other interest consistent with the Public Trust Doctrine.

(x) Project Specific Operating Requirements.

*(1) Floodplain Protection Requirements*

- A. The site will be developed in cells. Material will be removed beginning with Cell 1 and progressing in numerical order of the cells. Each cell will be reclaimed concurrently with the end of each project period. See Revised Attachment A for the cell configuration.
- B. The boundaries between cells 1 – 3 are approximate, and may shift as needed to provide DOT with the material required to complete a project and reclaim the cell concurrently at the end of each project. Actual cell size will be determined by the quantity of material needed for each project.
- C. All buffers will be maintained as shown on Revised Attachment A.
- D. Reclamation shall include fish and wildlife enhancement strategies such as:

- a. Constructing a channel between the excavated pond and the creek. ADFG should be consulted prior to constructing the channel. The channel should connect to the creek at an angle and should not be constructed perpendicular to the creek.
  - b. Constructing a shallow littoral zone as indicated in DOT's Mining and Reclamation Guidelines.
  - c. Constructing irregular shorelines or islands to maximize the shore-to-water interface;
  - d. Spreading 2-4 inches of organic materials along the shallow littoral shelf and shoreline to maximize natural revegetation and productivity; and
  - e. Maintaining a minimum 25-foot wide buffer of native vegetation around all current ponds and any ponds that may be created in the future.
- E. Future construction projects that re-open the material site may result in a temporary disruption of the fish habitat created by the excavated pond and channel. This temporary disruption is acceptable because of the benefits of the enhanced fish habitat before and after the temporary disruption.
- F. In the event that previously excavated areas north of the creek are found to contain fish, or are connected to the river through river action, DOT will immediately notify ADFG for consultation on the best manner to proceed to protect fish passage and prevent entrapment.
- G. Removal of material may occur below the water level of the river only according to the methods and under the conditions specified under the terms of an applicable Alaska Department of Fish & Game, Fish Habitat Permit. Any removal shall occur below the ordinary high water mark. Any slopes or berms within the work area shall be graded smooth on a continuous basis. River diversions, channelization, bank modification or disturbance of vegetation on gravel bars or riverbanks is prohibited without written authorization from the DMLW. Material may not be stockpiled within floodplain areas. The use of explosives is prohibited.

*(2) Land Clearing*

Avoid vegetation clearing between May 1 and July 15. Migratory bird nests, eggs or nestlings could be destroyed if work is conducted during this period. The Migratory Bird Treaty Act prohibits the willful killing or harassment of migratory birds. If it is not possible to complete clearing, excavation and fill activities in potentially suitable nesting habitats before the nesting season, then other measures for avoiding impacts to breeding migratory birds should be initiated. Contact FWS for more information on other measures. See also [http://alaska.fws.gov/fisheries/fieldoffice/anchorage/pdf/vegetation\\_clearing.pdf](http://alaska.fws.gov/fisheries/fieldoffice/anchorage/pdf/vegetation_clearing.pdf)

*(3) Invasive Species*

Implement best management practices for minimizing the introduction and proliferation of invasive plant species, including thoroughly washing equipment before deploying onsite. This is particularly important for work at sites adjacent to rivers, where introduced species can be transported downstream and spread throughout areas that would not otherwise be exposed to invasive species.

*(4) Timber Harvest*

All timber over 30 feet in length shall be cut and decked to the side in a location where a log truck could load out timber and all harvest will be completed in a clean and orderly manner and will be put up for sale at a further date by the DNR Division of Forestry. DOT shall inform DOF when harvested timber has been cut and decked.

Timber less than five inches in diameter, brush, and slash shall be disposed of so as to minimize the risk of fire and disease. To limit insect infestation, timber more than five inches in diameter

shall be decked in areas of the forest with limited sunlight, but not against residual host trees. The log decks should be separated as much as possible from standing trees but also in areas with limited sunlight. Questions should be directed to the Area Forester at 907-451-2601.

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

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

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

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

(3) any nuisance on the land; and

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

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

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

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

**6. Improvements and Occupancy.**

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

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

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

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

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

**7. Inspection.**

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

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

**8. Termination and Suspension.**

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

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

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

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

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

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

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

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

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

**10. Inclusion of Applicable Laws and Regulations.** The buyer shall comply with all laws and regulations applicable to operations under this contract, including the provisions of AS 27.19 and 11 AAC 97 regarding mining reclamation, the provisions of AS 41.15 for wildfire prevention and control, the

provisions of AS 38.05.550 - 38.05.565, material sale regulations 11 AAC 71, state fish and game regulations pertaining to the protection of wildlife and wildlife habitat, and state regulations pertaining to safety, sanitation, and the use of explosives. These laws and regulations are, by this reference, made a part of this contract, and a violation of them is cause for termination or suspension of this contract in addition to any penalties prescribed by law. These laws and regulations control if the terms of this contract are in conflict with them in any regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

ADL 419974 Material Sale Contract

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

BUYER: State of Alaska  
DOT/PF

SELLER: State of Alaska  
Department of Natural Resources

  
\_\_\_\_\_  
CHIEF, RIGHT OF WAY  
DOT & PF, NORTHERN REGION  
2301 PEGER ROAD  
FAIRBANKS, AK 99709

  
\_\_\_\_\_  
for Director, Division of Mining, Land and Water

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

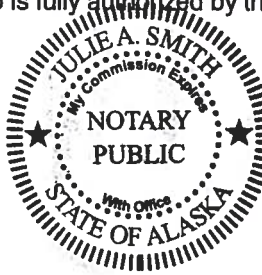
THIS IS TO CERTIFY that on August 19, 2014, before me appeared Kevin Smith, known by me to be the person named in and who executed this Material Sale Contract and acknowledged voluntarily signing it as buyer.

  
Kevin Shook  
\_\_\_\_\_  
Notary Public In and for the State of Alaska  
My commission expires: with office

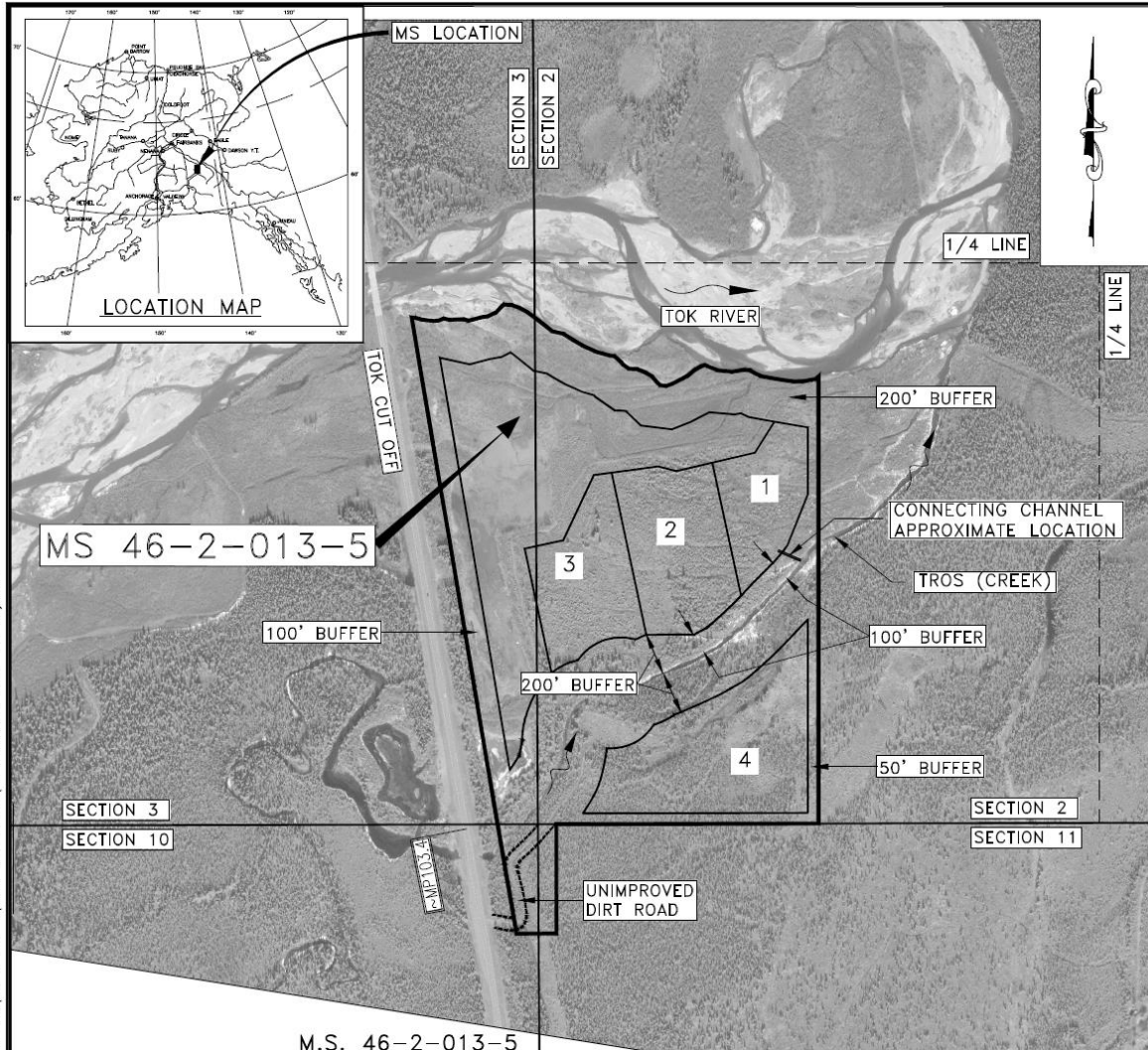
**Please do not write below this line. This space reserved for Department of Natural Resources.**

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

THIS IS TO CERTIFY that on September 15, 2014, before me appeared Danna Leimbiger, known by me to be the representative of the Division of Mining, Land and Water, Department of Natural Resources, who executed this Material Sale Contract on behalf of the State of Alaska, Department of Natural Resources, and who is fully authorized by the State to do so.

  
Julie A. Smith  
\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires: with office

## Revised Attachment A Site Map



V:\Hwy\63565 Tok River Bridge 0663\08 Support\02 Materials\Material Sites\46-2-013-5\TROS buffer edits\46-2-013-5-REV1-C3D-Layout2

M.S. 46-2-013-5

T15N, R11E, CRM

- Section 2: That portion of the W1/2 Sw1/2 lying south of the Tok River; and
  - Section 3: That portion of the E1/2 SE1/4 lying east of the Tok Cutoff and south of the Tok River; and
  - Section 10: That portion of the NE1/4 NE1/4 Lying east of the Tok Cutoff; and
  - Section 11: That portion of the NW1/4 NW1/4 NW1/4 Lying east of the Tok Cutoff
- Material site contains ~90.1 acres.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES MATERIAL SITE PLAN M.S. 46-2-013-5	
NORTHERN REGION	DATE: 8/01/14
SCALE NTS	
DRAWN BY: BAM/DMD	

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

**Mining and Reclamation Guidelines**  
**Material Site 46-2-013-5 /Tok River**  
**Mile 103 Tok Cutoff**

These guidelines are subject to the Alaska Department of Natural Resources (DNR) Material Sale Contract ADL 419974 and stipulations contained therein. For each new use or project, the user or contractor shall submit a Project Mining and Reclamation Plan to DNR for approval, subject to DOT&PF review, prior to any mining activities. This site is a reconfiguration of designated site, Master Material Site ADL 419487.

**Legal Description**

T15N, R 11E, CRM

Section 2: That portion of the W $\frac{1}{2}$  SW $\frac{1}{4}$  lying south of the Tok River; and

Section 3: That portion of the E $\frac{1}{2}$  SE $\frac{1}{4}$  lying east of the Tok Cutoff and south of Tok River; and

Section 10: That portion of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  lying east of the Tok Cutoff; and

Section 11: That portion of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  lying east of the Tok Cutoff.

This site contains approximately 90.1 acres.

**General Information**

The site is located southeast of the Tok River Bridge near MP 103 Tok Cutoff. Material consists of alluvial sand and gravel with silt and cobbles overlain by silty overburden. The site has been used for borrow and crushed aggregate for various highway maintenance and construction projects since the 1960's. A creek (TROS for Tok River Overflow South) bisects the site, flowing east from the southwest corner. There are unimproved roads into the material site on the north and south sides of the creek.

DOT&PF conducted exploratory drilling north of the creek in 2012. Silty overburden ranged from 1 to 5 feet thick. Soils were interbedded sand and gravel with silt and cobbles. No permafrost was encountered in the test holes. The water table varied from 4 to 12 feet deep in November. Levels will fluctuate with river stage and are typically higher in summer. Cell 4 area was not explored. Additional site information is available at the DOT&PF Materials office, 2301 Peger Road in Fairbanks.

**Development Plan**

The site will be developed in cells, as shown on the accompanying site plan. No new mining shall occur in previously mined areas north of the access road; staging, stockpiling and reclamation activities are allowed. Cell size will reflect project needs. Mining above and below the water table is anticipated. The target excavation depth for mining below the water table is 15-20 feet.

At end of the project, reclamation shall include excavating a channel to connect the cell pond to TROS, to create new fish habitat. Any future project shall be allowed to temporarily block the channel and continue mining the next adjacent cell. The channel will be reestablished after each project's mining is complete. Work shall be done in consultation with ADF&G Habitat Division.

Cell 4 would not be developed until Cells 1-3 are depleted. Reclamation would include connecting Cell 4 to TROS.

## **Buffers**

Buffer lines are shown on the site plan. Do not disturb or place strippings or overburden in buffers. Clearly mark buffers in work areas. Maintain buffers as follows:

- 200-foot-wide along the Tok River ordinary high water mark (OHWM)
- From 100 to 200-foot-wide adjacent to the creek, TROS (see site plan for details)
- 100-foot-wide along the Tok Cutoff right-of-way
- 50-foot-wide along the south and east site boundary.

The exception is for a proposed connecting channel through the TROS buffer. Delay clearing within the buffer until the channel is created.

## **Mining Guidelines**

The following guidelines shall to be used:

1. The contractor or user shall locate the material site boundaries to verify work areas are within the site. Clearly mark buffer lines on the ground in work areas.
2. Prior to any new site clearing contact the DNR Division of Forestry to obtain instructions for treatment of any merchantable timber, firewood, brush or slash produced.
3. Compliance with the Migratory Bird Treaty Act is required during clearing activities and during all operations in the material site to prevent the killing or taking of migratory birds, or any part of a nest or egg of such birds. Consult with DOT&PF Environmental staff for guidance.
4. Place cleared vegetation and overburden in smoothed berms around the cell perimeter adjacent to buffers. Do not place in any (future) minable areas. The berms will act to prevent or minimize floodwaters or fish from reaching ponds. Allow berms to revegetate naturally.
5. Standard excavating methods can be used above the water table. For mining below the water table, dragline/bailing will be necessary.
6. Once project mining is complete, reclamation will include excavating a connecting channel from the pond to TROS and establishing final slopes – see following section for details.
7. All mining and stockpiling activities shall be in accordance with applicable Construction General Permits and Storm Water Pollution Prevention Plans.
8. After each use, remove all equipment and non-native debris or waste from the site. No damaged culverts or any other construction debris may be stored or abandoned in the site. Grade pit floor level or slope gently to blend with earlier depth limits. Do not allow runoff to exit the site.

## **Reclamation Objectives and Guidelines**

The reclamation plan has several objectives:

1. To reclaim each cell after use as part of a construction project.
2. To create new fish habitat by connecting new cell pond to TROS by excavating a channel.
3. To not preclude or hinder future development of un-mined areas.
4. To prevent erosion and sediment transport to surrounding, undisturbed areas.

Reclamation activities will include:

1. Excavating a connecting channel between a newly created pond and TROS at the approximate location shown. The intent is for the channel to be sized and sloped for long-term stability, to allow fish passage. Any future project shall be allowed to temporarily block the channel and continue mining the next adjacent cell. The channel will be reestablished after each project's mining is complete. Work shall be done in consultation with ADF&G Habitat Division and DNR.
2. Grading final slopes above water to 3H:1V and pit floor level. Along the south edge of Cells 1, 2 and 3, and along the east edge of Cell 1, final slopes below the water table shall be no deeper than 3 feet within 20 feet of shore. This will create shallow water habitat (littoral zone).
3. Smooth and compress vegetation / overburden berms and allow to revegetate.

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

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

### **Sketch Map**

The sketch map shall include:

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

### **Narrative**

The narrative shall include:

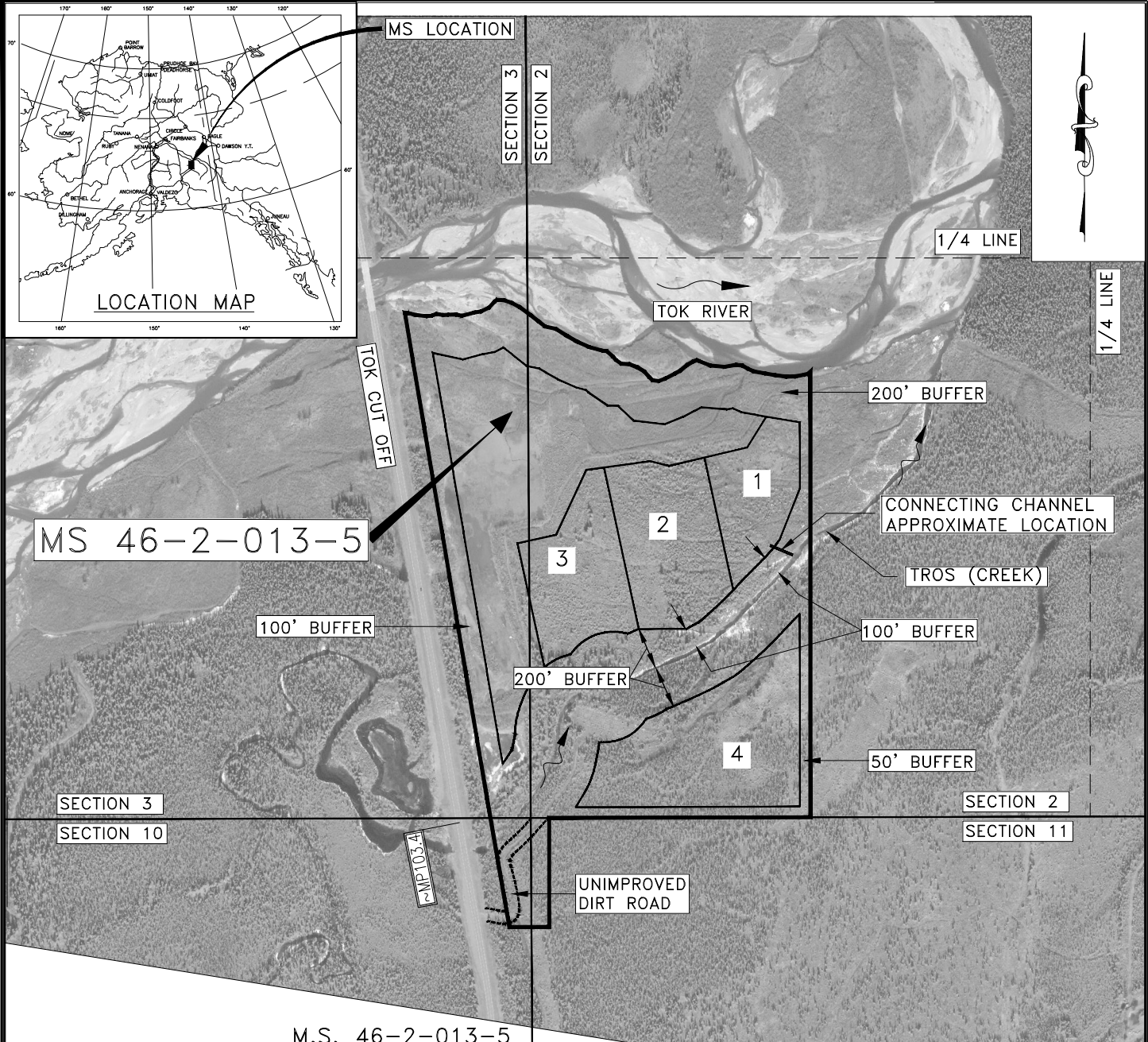
1. Methods of extraction and processing
2. Estimated quantities/acreage for removal
3. Length and times of operation (day, month and year and working hours)
4. Air and water pollution control measures
5. Reclamation measures

### **Supplements and amendments**

Supplements and amendments to an approved mining and reclamation plan may be initiated by the contractor, user or the DOT&PF Project Engineer, when conditions warrant such action. Supplements and amendments must be mutually agreed upon and proper approval obtained prior to commencement of work of a changed nature.

1. Minor changes are those that affect details of the operation, but remain in compliance with the development guidelines. These changes can be authorized by the DOT&PF Project Engineer.
2. Major changes are those that cause the final outcome of the site to be significantly different from the approved mining and reclamation plan or are not in compliance with the development guidelines. These require approval by DNR and the DOT&PF Project Engineer.

V:\Hwy\63565 Tok River Bridge 0663\08 Support\02 Materials\Material Sites\46-2-013-5\TROS buffer edit\46-2-013-5-REV1-C3D-Layout2



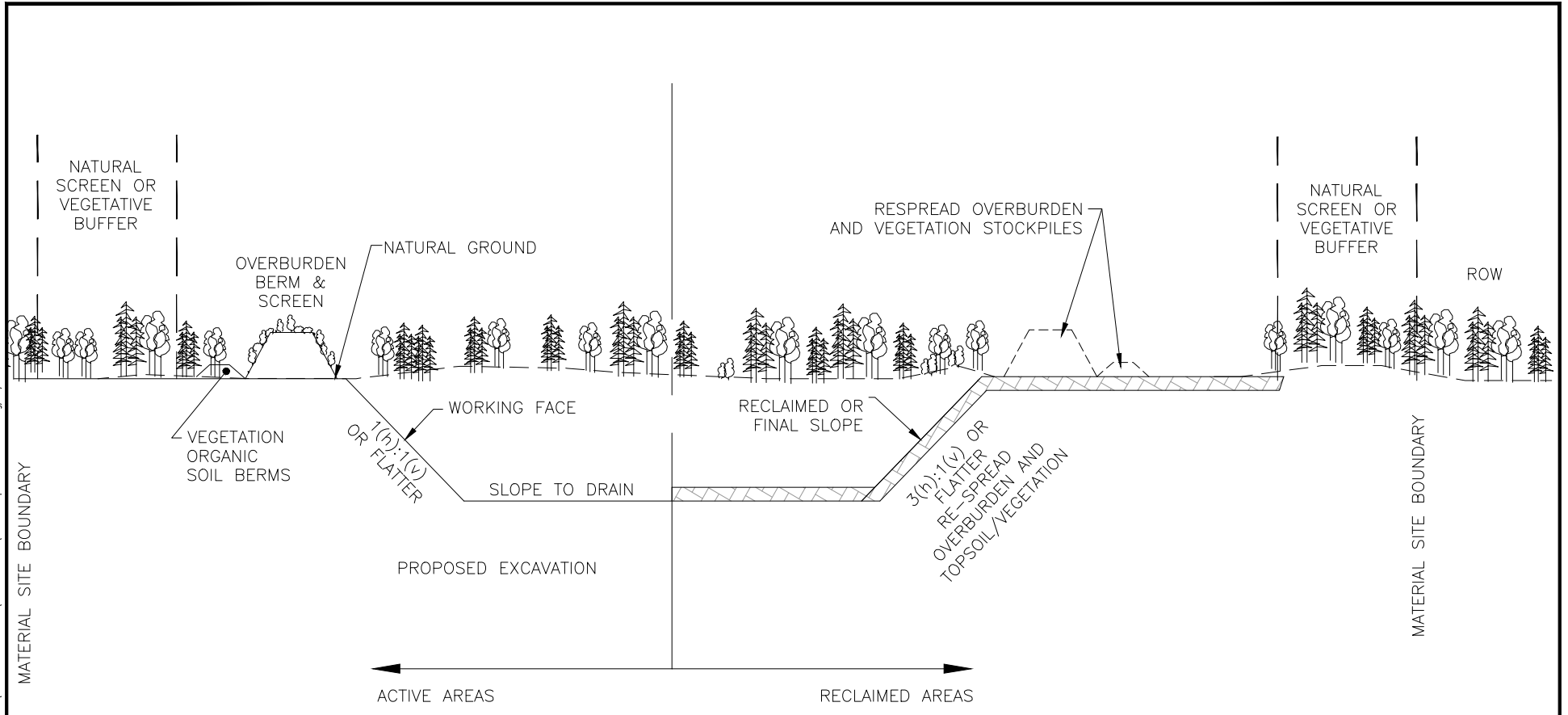
M.S. 46-2-013-5

T15N, R11E, CRM

- Section 2: That portion of the W1/2 Sw1/2 lying south of the Tok River; and
- Section 3: That portion of the E1/2 SE1/4 lying east of the Tok Cutoff and south of the Tok River; and
- Section 10: That portion of the NE1/4 NE1/4 Lying east of the Tok Cutoff; and
- Section 11: That portion of the NW1/4 NW1/4 NW1/4 Lying east of the Tok Cutoff

Material site contains ~90.1 acres.

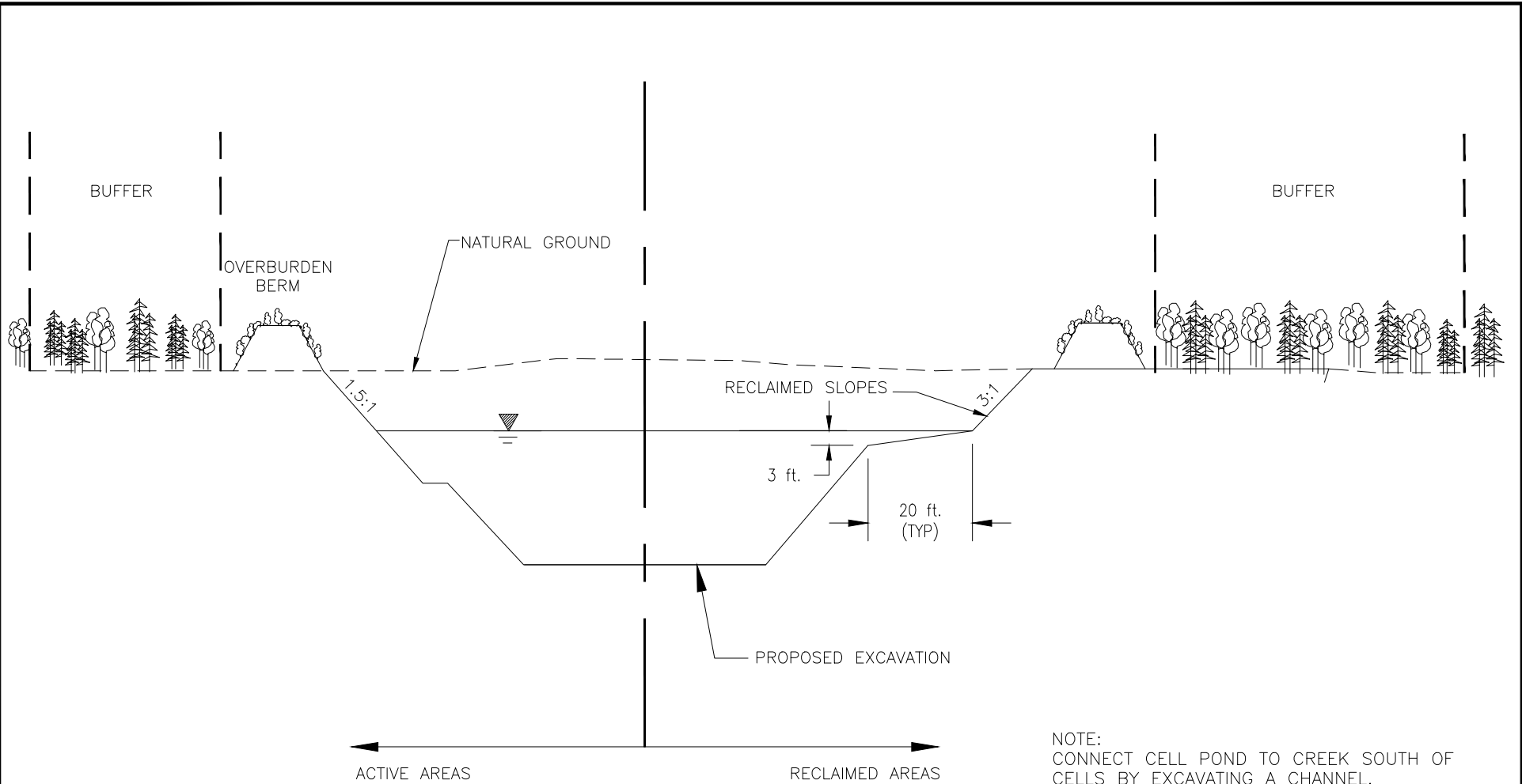
<p>STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES</p> <p>MATERIAL SITE PLAN</p> <p>M.S. 46-2-013-5</p>	
NORTHERN REGION	DATE: 8/01/14
SCALE NTS	
DRAWN BY: BAM/DMD	



TYPICAL CROSS SECTION IN UNCONSOLIDATED MATERIAL ABOVE WATER TABLE  
NOT TO SCALE

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	
DATA:	MINING RECLAMATION TYPICAL SECTION
DRAWN:	
APPROVED:	PROJECT NO.
DATE: AUGUST 2010	

Aug 01, 2014 - 10:22am - Tab: 1 V:\MFR\WatSite\46-2-013-5\gravel ex wet 2-REV1-1 Aug/01/14



NOTE:  
CONNECT CELL POND TO CREEK SOUTH OF  
CELLS BY EXCAVATING A CHANNEL.

TYPICAL CROSS SECTION IN UNCONSOLIDATED MATERIAL  
BELOW WATER TABLE  
NOT TO SCALE

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	
DATA: jr	MINING RECLAMATION TYPICAL SECTION
DRAWN: BAM	
APPROVED:	PROJECT NO.
DATE: 2014	

**STATEWIDE MATERIAL SITE INVENTORY**

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

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

**TOK CUTOFF HIGHWAY**

**MS 46-2-013-5**  
**(MS 46-2-013A/B/C-5)**  
**Tok River Site**

May 6, 2014

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

**CATEGORY:**

**ACTIVE – OPEN**

According to information found in the DOT&PF EDMS system in January 2009, DNR and BLM master title plats and case abstracts, this site is on State of Alaska land managed by DNR. The site is in Sections 2 and 3, T15N, R11E, CRM.

BLM issued an indefinite right-of-way to DOT&PF for the original site in 1963 (F-30676). The site consisted of two areas on either side of the highway, MS 46-2-013A-5 on the west side and MS 46-2-013B-5 on the east side. The site was closed in 1992 when the land was transferred to the State.

The land was tentatively approved to the State of Alaska in 1964 (TA 1964-0185 / GS 882 / F-28163). In 1965, DNR issued an indefinite FUP to DOT&PF for the BLM sites MS 46-2-013A-5 and MS 46-2-013B-5, and a new area on the south bank of the Tok

## MS 46-2-013-5

River known as MS 46-2-013C-5 (ADL 26621). DOT&PF relinquished this entire original site in 1999.

In 1999, DNR issued a material site contract to DOT&PF for the entire site including Areas A, B & C (ADL 416271) that expired on January 31, 2009. DNR closed the site in 2012.

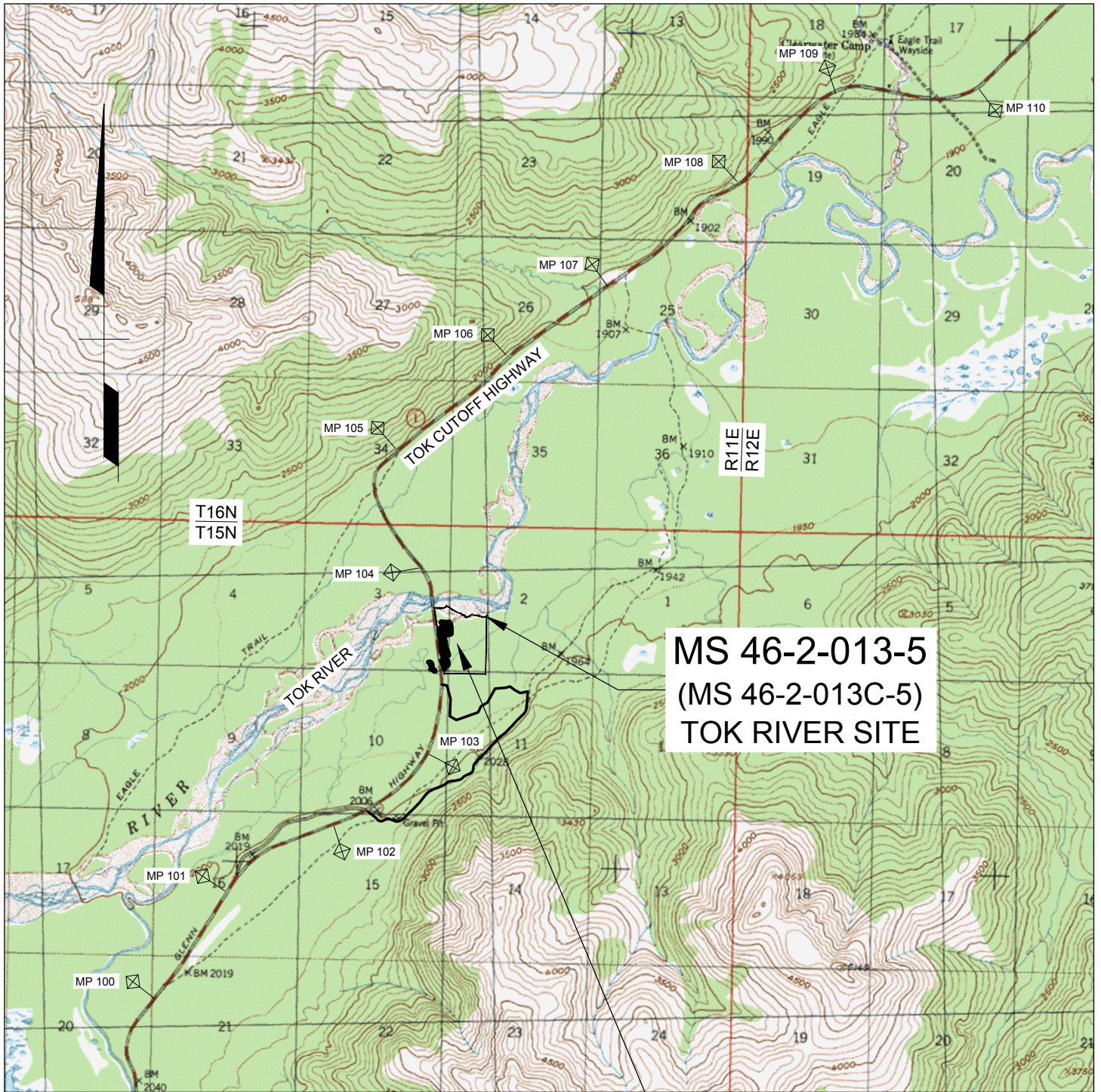
The site is currently a DMLW Northern Region Office (NRO) Designated Master Material Site (ADL 419486) under AS 38.05.550(b) for the use and operation for the long-term sale and extraction of materials until closed by DNR. It was on the November 29, 2012 list of sites selected for the DNR program. It includes both Areas A & B.

MS 46-2-013C-5 is also an MMS even though DOT&PF relinquished it in 1999 (ADL 419487).

DNR issued DOT&PF a new contract for a site that includes part of Area A and all of Area C (ADL 419974). The contract is effective on September 14, 2015 and expires on September 14, 2014. It lies entirely on the east side of the highway.

The site adjoins the east side of the Tok Cutoff Highway right-of-way and there is an existing access road into the site. The site appears to contain significant quantities of sand and gravel and should be retained by DOT&PF for future use.

# LOCATION MAP



U.S.G.S. QUADRANGLE: TANACROSS (A-4) & (A-5)

GPS COORDINATES FROM GOOGLE EARTH

UTM (WGS84-METERS)  
 ZONE 7: N 6,999,369 E 384,547  
 AK STATE PLANE (NAD83-US SURVEY FT)  
 ZONE 2: N 3,329,218 E 1,427,105

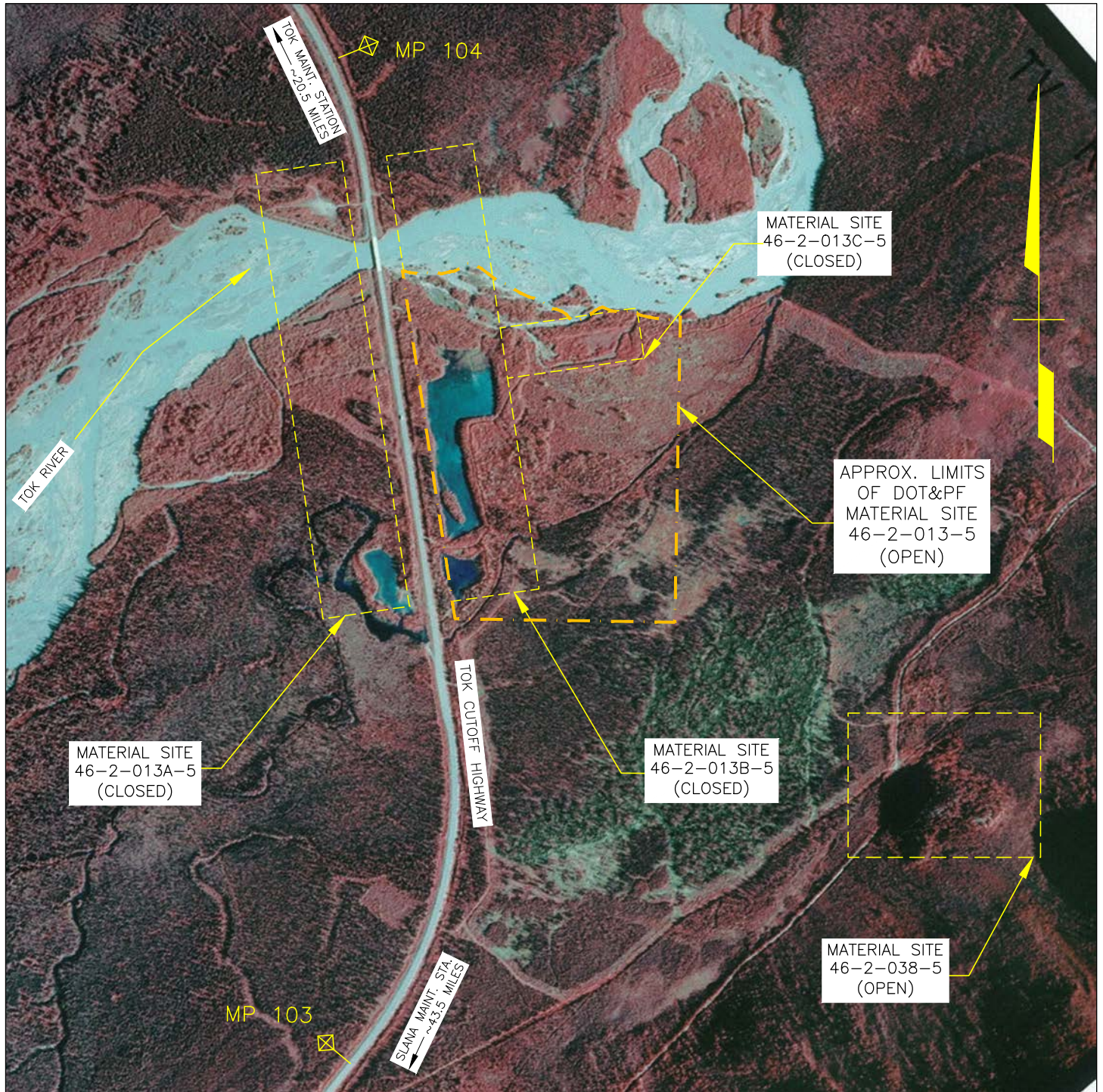
## ACTIVE - OPEN



GRAPHIC SCALE IN MILES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 46-2-013-5			
SCALE AS SHOWN	DESIGNED CHECKED	P.K.H. C.H.R.	DRAWN DATE
		P.K.H. FEB. 2014	P.K.H.
			PAGE 2

# SITE MAP



BASE MAP IS JULY 14, 1994 AERIAL PHOTOGRAPHY.  
 THIS IS A PLANNING DOCUMENT ONLY. THE MATERIAL SITE BOUNDARIES SHOWN ON THIS  
 DRAWING ARE APPROXIMATE. OWNERSHIP OF THE LANDS ADJACENT TO THIS SITE ARE  
 UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - OPEN

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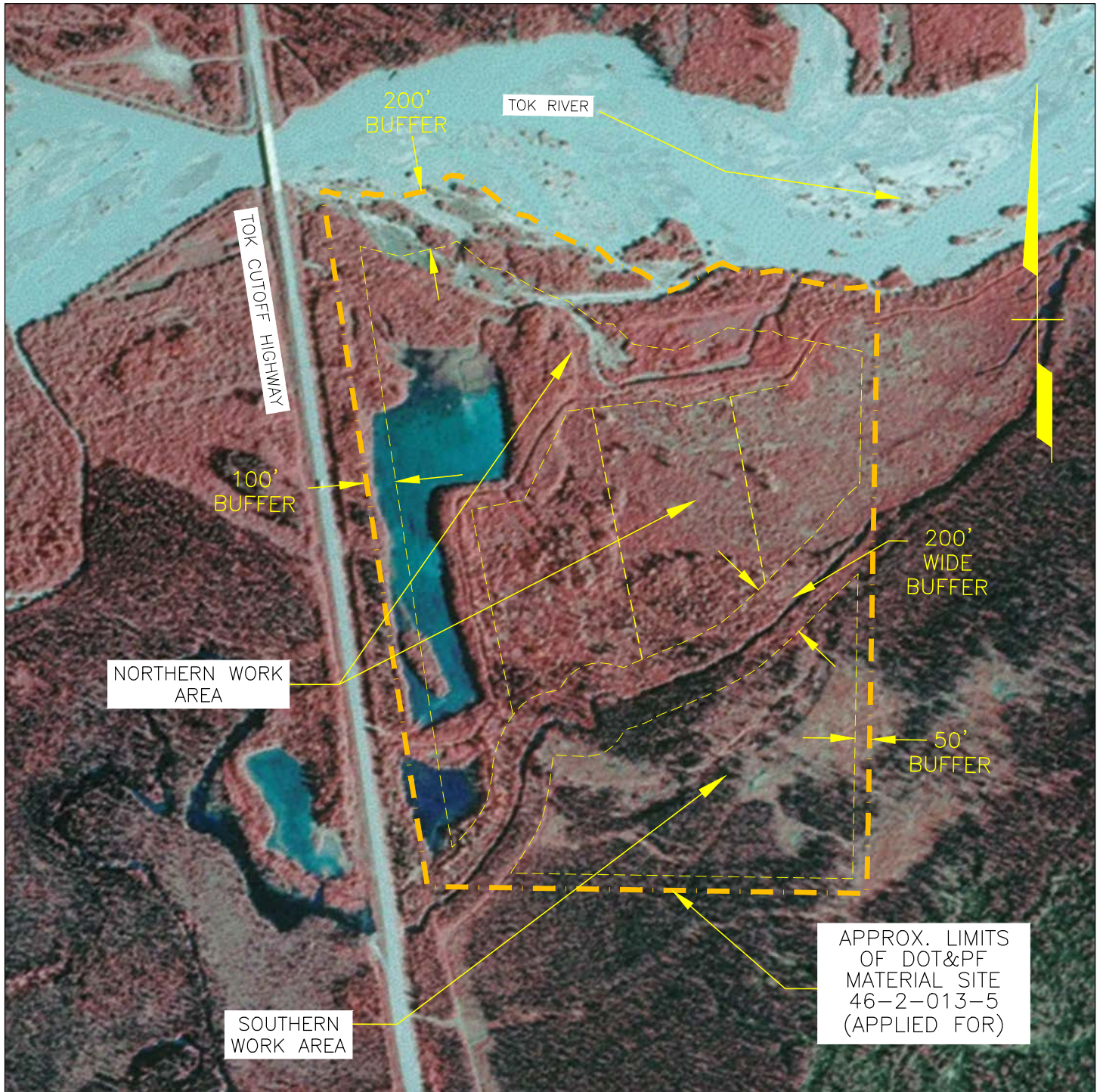


GRAPHIC SCALE IN FEET

Prepared By:  
 R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY			
MS 46-2-013-5			
SCALE AS SHOWN	DESIGNED P.K.H. CHECKED C.H.R.	DRAWN P.K.H. DATE FEB. 2014	PAGE 3A

# SITE MAP



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 UNKNOWN. THE ACCESS ROW SHOULD BE VERIFIED.

## ACTIVE - OPEN



Prepared By:  
 R&M CONSULTANTS, INC.

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES			
STATEWIDE MATERIAL SITE INVENTORY MS 46-2-013-5			
SCALE AS SHOWN	DESIGNED CHECKED P.K.H. C.H.R.	DRAWN DATE P.K.H. FEB. 2014	PAGE <b>3B</b>

Z:\project\1443.03\46\_Tok\_Cutoff\_Highway\MS 46-2-013-5-A\acad\MS\_Site\_Map\_46-2-013-5.dwg

Plotted 7/17/2015 2:04 PM by Pete Hardcastle

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

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

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

1. **MS\_ID** 46-2-013-5  
Enter the full material site number e.g.. 31-3-045-2
2. **DATE\_INSPECT** 7/20/2014  
Date of field inspection
3. **FLD\_INSPEC\_ORG** KYLE THERRIEN/ R&M CONSULTANTS  
Name of inspector / Organization or Company

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

6. **MILEPOST** 103.5  
List the closest main highway milepost

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

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

9. **QUAD** TANACROSS A-5  
U.S.G.S. Quad. Map

10. **TOWNSHIP/RANGE** T#S R#E T15N R11E &                      Meridian CRM  
Section 2 & 3

- |                           |                    |                             |  |
|---------------------------|--------------------|-----------------------------|--|
| 11. <b>COOR_UTM</b>       | ZONE <u>7</u>      | 12. <b>COOR_STATE_PLANE</b> | ZONE <u>2</u>                          |
| NORTHING <u>6,999,369</u> |                    | NORTHING <u>3,329,218</u>   |  |
| EASTING <u>384,547</u>    |                    | EASTING <u>1,427,105</u>    |  |
|                           | UTM WGS84 - Meters |                             | Alaska State Plane NAD83 - Survey Feet |

13. **BOROUGH/CITY** UNORGANIZED **TAX ID NO.** NA

14. **DNR\_LAND\_USE\_PLAN** EASTERN TANANA BASIN AREA PLAN

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

- 15a. **CLASSIFICATION** ACTIVE

- 15b. **STATUS** OPEN

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

16. **POTENTIAL\_STATUS** SIGNIFICANT

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

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

17. **PRESENT\_USERS**

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

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

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

18. **PERMITTED\_ACREAGE** 87.3

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

19. **DEVELOPED\_ACREAGE** 10.9

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

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

Method used to determine developed acreage.

21. **EST\_QUAN\_AVAIL** 590,000 ROUGH ESTIMATE

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

Explain computation assumptions and calculations below.

Area	<u>Existing Pit</u>	<u>Northern Work Area</u>	<u>Southern Work Area</u>
Acres	<u>10.9</u>	<u>29.6</u>	<u>15.9</u>
Est. Depth (ft.)	<u>0</u>	<u>20</u>	<u>10</u>
Factor (b.c.y. / acre-foot)	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
Est. Quant. (c.y.)	<u>0</u>	<u>592,000</u>	<u>159,000</u>

The estimate assumes that there is little to no material remaining in the existing pits . The pits would require bailing if further investigation proved there's still material remaining. For the northern work area an average working depth of 22 feet was used with 2 feet of overburden. For the southern working area an estimated average depth of 12 feet with 2 feet of overburden was assumed. It was also assumed that the southern area would be perennially frozen and difficult to mine and the quantity was not added into the total as it would be unlikely to be mined.

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

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

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

23. **ACCESS\_LENGTH** 120  
Approx. length from edge of pit to highway/secondary route (ft.)

24. **VEGETATION**

During the July, 2014 investigation the vegetation consisted of birch and spruce ranging from 2 to 12 inches in diameter on 4 to 15 ft. centers with heights up to 50 ft. The understory consisted of alders 1 to 2 inches thick with a groundcover of moss and peat.

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

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

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

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

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

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

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

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

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

**35. GROUNDWATER**

During the July, 2014 investigation water was observed ponding in the pits. Depth of the ponding water is unknown. Also, the Tok River was observed to the north of the site only 1-2 ft. below the ground surface of the northern area of the material site. There is also a relatively deep creek running directly through the southern area of the site only 1 ft. below the ground surface.

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

**36. LITHOLOGY\_1**

FLUVIAL

**37. LITHOLOGY\_2**

Dominant type

Subordinate type

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

**38. MATERIAL CLASSIFICATION**

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

38a. <u>GW</u>	38c. <u>GM</u>	38e. <u>SW-SM</u>	38g. _____
38b. <u>GW-GM</u>	38d. <u>SW</u>	38f. <u>SM</u>	38h. _____

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

**39. COBBLES AND BOULDERS**

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

- |      |                 |                                      |                                 |
|------|-----------------|--------------------------------------|---------------------------------|
| 39a. | CONTAINS        | <u>CONTAINS COBBLES AND BOULDERS</u> |                                 |
| 39b. | Est. % by VOL.  | _____                                | (Est. From Visual Observations) |
| 39c. | MAX. SIZE (in.) | _____                                | (Observed Size)                 |

**40. AGG TEST RESULTS**

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

- |                         |              |
|-------------------------|--------------|
| 40a. SG APP COARSE      | _____        |
| 40b. SG APP FINE        | _____        |
| 40c. ABSORPTION CRSE    | _____        |
| 40d. ABSORPTION FINE    | _____        |
| 40e. NORDIC ABRASION    | _____        |
| 40f. L.A. ABRASION      | 2013- 30, 33 |
| 40g. DEGRADATION (T-13) | 2013- 84, 90 |
| 40h. NASO4 LOSS COARSE  | _____        |
| 40i. NASO4 LOSS FINE    | _____        |

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

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

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

**42. SPECIAL PROBLEMS**

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

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

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

**43. RIPRAP**

**NOT POSSIBLE**

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

PREVIOUS PRODUCTION

There is a record of production.

POSSIBLE FURTHER INVESTIGATION NEEDED

The site is a bedrock quarry containing hard rock

NOT POSSIBLE

The site has soft rock or soil.

UNKNOWN

OTHER

Explain in Section 44, Notes.

**44. NOTES**

Note number of item being discussed.