

PERMIT # LL- _____ KEY # _____

Date app received: _____
Permit fee/date: _____
Authorized by: _____
Date Authorized: _____
[for office use only]
Expiration Date: **MAY 15, 2016**

Alaska State Parks - Special Use Permit
NANCY LAKE STATE RECREATION AREA
Lynx Lake Road Gate Access

Applicant / Responsible Party: _____

Address: _____

Email Address: _____

Phone: _____

Names of persons to be covered under this permit:

This permit does not grant any reservation or rights of exclusive use, nor does it imply any permanent interest or rights to future use. Off-road vehicle use policies are currently under review and may be amended at any time. Permittee will be given at least 14 calendar day notice of any revisions. The State reserves the right to not allow vehicle access through the gate at times of the year the road may not support such use. All permits may be revoked at any time without cause. Compliance with all other state regulations is required.

Instructions

Please complete this form and include anyone else who will be using your key to access the Lynx Lake Road. Sign and return ALL pages in this application. Permit authorizations and keys are available over the counter at either the Finger Lake Office or the Nancy Lake Office, or by:

BY MAIL

If returning by mail, include check payable to the State of Alaska and send to:

**Alaska State Parks
7278 East Bogard Road
Wasilla, AK 99654-9719**

BY PHONE / EMAIL

If paying by credit card over the phone, please call (907) 745-8950. We will take your information and give you instructions where to e-mail a scanned permit application.

***I certify that I have read and understand this permit application and stipulations.
I affirm that all information provided herein is accurate.
This permit is not valid until paid in full and authorized by a state official.***

Permittee Signature

Date



Special Use Permit Stipulations

LYNX LAKE ROAD GATE ACCESS

1. **PRIVATE PROPERTY NOTICE:** Private property inholdings exist within the recreation area beyond the boundary gate. Issuance of this permit does not imply any type of permission to trespass across private property.
2. **Purpose:** This permit is required only for motor vehicle access on the Lynx Lake road beyond the gate near Mile 3. No permit is required for passage beyond the gate by foot, bicycle or other non-motorized means. All previously issued permits for motor vehicle access on the Lynx Lake road beyond the gate are revoked.
3. **Time of Year Required:** Permits are typically required annually between May 15 and November 1 each year when the weather closes the road to wheeled traffic. Permits are not required during the winter months when the gate is officially opened and not locked. Highway vehicles and off-road vehicles are prohibited on the park road during this time. This is normally when the park has been opened to the use of snowmobiles.
4. **Vehicle Restrictions:** During the summer months, the road is generally passable for highway vehicles. Both highway vehicles and off-road vehicles (ORVs) are authorized to travel ONLY on the Lynx Lake Road within the recreation area. This permit does not allow for any other type of ORV use within the recreation area. Snowmobiles may be used during times the recreation area has been officially opened to snowmobile use.
5. **Off-Road Vehicle (ORV) Definition:** An ORV is defined as a motorized vehicle designed or adapted for cross-country operation over irregular terrain, consisting of more than one drive wheel or track, having a gross vehicle weight less than 1,500 pounds or exerting less than 8 pounds per square inch ground pressure, and that is 64 inches wide or less.
6. **Vehicle Parking:** Parking is limited within the recreation area beyond the gate. At no time may a vehicle park on the roadway, on the side of the road or block road access. Vehicles may only park off the road at designated locations.
7. **Midnight Sun Bible Camp:** This permit is only valid for access up to the bible camp gate. Beyond that point is private property and access requires authorization from the bible camp. Keys provided under this permit WILL NOT open the camp gate.
8. **Storage of Personal Equipment:** This permit does not authorize the storage of equipment, boats, trailers, or other items on lands or waters of Alaska State Parks for periods in excess of 72 hours. A separate authorization is required for these activities.
9. **Permit Scope:** This permit authorizes vehicle access on the Lynx Lake Road within the recreation area.
10. **Permits in Possession:** Permittee must have in their possession a valid copy of the permit (page one) that identifies the permit holder and authorized users. The permit and identification must be presented upon request of authorized park personnel. A clear, legible

photo of the permit on a smart-phone type of device is acceptable for possession and verification purposes.

11. **Availability:** This permit is available to the general public.
12. **Disturbance of Park Resources:** Tree-cutting or other disturbance of natural resources is prohibited unless it is needed to clear fallen trees across the trail. No trees may be removed without pre-authorization.
13. **Revocation:** Permittee understands that this permit is revocable at the will of the State of Alaska. Furthermore, failure to comply with permit stipulations may also incur revocation, citations, and possible impoundment of personal property.
14. **Expiration:** This permit has a term of TWO years, and will expire on May 15, 2016 or earlier at the State's discretion.
15. **Reporting:** Permittees will promptly report any unauthorized use of the trail or other problems to park staff.
16. **Permit Fee:** The permit fee is \$100 and comes with ONE key to the gate. Each additional key will require another permit and full fee. There is no discount for lost key replacement. There is no limit to the number of permits issued to any person.
17. **Gate Keys:** New locks will be placed on the gate in 2014. Old keys will no longer work and can be discarded. All new keys are accountable and numbered. They are not to be duplicated. Any duplicated keys found will be grounds for immediate permit revocation and possible citation or vehicle impoundment. Gate keys shall be presented to any park staff upon request for inspection.
18. **Transferability:** This permit is not transferable. The original Permittee remains responsible for any violations of stipulations by the person possessing the key associated with the permit.
19. **Permittee Notice and Updates:** Alaska State Parks will make reasonable efforts to notify all Permittees of changes or access issues. It is the Permittee's responsibility to provide current phone, address and e-mail contact information.

E-mail information distribution is the quickest means for updates, alerts and changes. Please note that all park alerts affecting this permit are sent via a public e-mail distribution list. Individuals who do not have e-mail, or would prefer updates by mail should write "USPS Mail" in place of the e-mail address blank. Changes will also be placed on the Alaska State Parks website under Current Park News at: <http://dnr.alaska.gov/parks/asp/curevnts.htm> .

The undersigned has completely read and understands the terms and special stipulations as defined above.

Signed _____ Date _____

General Stipulations

TO THE APPLICANT/PERMITTEE: Please familiarize yourself with these stipulations and understand how they apply to your activities. Failure to comply with any provision or requirement may result in a citation being issued to you, possible suspension or revocation of the permit, and possible payments due the State for any cleanup, repair, and/or legal costs.

1. **Non-assignment:** This permit may not be assigned without the written approval and acceptance of the assignee by the director or his/her designee. Further, the licensee shall not sublet or enter into any third party agreements involving the privileges authorized by this permit.
2. **Non-waiver Provision:** The failure to enforce a provision of this permit or any default on the part of the permittee in observance or performance of any of the conditions or requirements of this permit is not a waiver of the forfeiture provision or any other provision of the permit.
3. **Permanent / Temporary Structures:** Structures are prohibited from being placed by the permittee on state park lands or waters, unless specifically authorized under this permit.
4. **Personal Property:** If personal property is authorized to be placed or located on park lands or waters under the provisions of this permit said personal property shall be removed prior to the expiration of the permit or will be impounded by the state.
5. **Forfeiture:** Permittee shall forfeit the permit if he/she defaults in the performance or observance of any of the permit terms, covenants or stipulations or of a statute or regulation.
6. **State Held Harmless:** The permittee agrees to indemnify, defend and hold harmless the State of Alaska from any and all liability claims arising from the actions of the permittee or his/her agents, employees or clients while conducting activities under this permit on state park lands or waters.
7. **Valid Claims and Applicable Laws:** This permit is subject to all valid claims and applicable laws and regulations.
8. **Protection of Park Land or Property from Damage:** All activities shall be conducted in a manner that will avoid or minimize disturbance of park resources including natural drainage systems. Permittee shall exercise diligence in protecting from damage the land, property and resources of the State of Alaska in the area covered by and used in connection with this permit and shall pay the state for any damage resulting from negligence or from the violation of the terms of this permit or any law or regulation applicable to the use of state parks by the permittee or by his/her agents and employees when acting within the scope of their employment or by his/her contractors and subcontractors.
12. **Repair of Damage:** Permittee shall fully repair all damage, other than ordinary wear and tear, to state park roads and trails caused in the exercise of the privilege authorized by this permit.
13. **Non-obstruction of Public Use:** Permittee, employees, agents or clients shall not interfere with free public use in the area of their activities except as may be authorized by special stipulation in this permit.
14. **Selling Prohibited:** It is expressly agreed and understood that this permit does not authorize the permittee to solicit business, advertise, collect any fee or sell any goods or services on state park lands or waters, except those expressly authorized under this permit.
15. **No Preferential Right of Renewal:** No rights of renewal or preferential rights for renewal or of a

proprietary interest right in the lands are attached to this permit.

16. **Natural Hazards:** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her activities. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to avoid injury to persons or property.

17. **Signs:** No signs or advertising devices shall be erected on the area covered by this permit, or highway leading thereto, without prior approval of the state as to location, design, size, color and message. Erected signs shall be maintained and renewed as necessary to neat and presentable standards.

23. **Special Stipulations:** Any special stipulations attached to this permit are a part of this permit.

24. **Cancellation by the State:** Permittee understands that this permit is revocable at the will of the State of Alaska. Furthermore, failure to comply with permit stipulations may also incur revocation, citations, and possible impoundment of personal property

25. **Lawful Operations:** The permittee agrees to operate in accordance with the regulations of the Alaska Department of Fish and Game and all other local, state, and federal laws and regulations.

26. **Report Abnormal Sightings:** The permittee shall notify the Division of Parks and Outdoor Recreation of any problems, abnormal conditions, or unusual conditions observed while operating in park lands and waters.

27. **Aesthetics:** Permittee shall protect the scenic aesthetic values of the area under this permit, and the adjacent land, as far as possible while conducting activities under this permit.

28. **Survey Monuments:** Survey monuments, witness corridors, reference monuments, mining claim posts and bearing trees shall be protected against destruction, obliteration or damage. Any damaged or obliterated markers caused by actions of the permittee or his/her agents shall be reestablished in accordance with accepted survey practices of the state.

29. **Hiking, Equine, and Vehicle Operations:** This permit does not authorize or condone any activity or operation contrary to, in violation of, or in addition to existing regulations or management determinations for the area regarding the use of hiking trails, motorized or non-motorized vehicles, or animals, unless specifically stipulated. No construction of new trails or widening of existing trails may be conducted under this permit.

35. **Accident Notification:** The permittee will notify the Area Ranger at 495-6211 within 24 hours of any incident that involves personal injury, any incident involving wildlife or any situation that could create the impression that someone may be lost or in danger. Lost persons or injuries requiring medical attention or evacuation shall be reported to 911 immediately.

***I have read and understand and agree to comply with the above
General and Special stipulations.***

Signature of Permittee

Date