

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

EAST REX TRAIL TRAVEL PERMIT
Under AS 38.05.850

This permit is issued for the purpose of authorizing travel with certain vehicles over 1500 pounds. See next page for qualifying vehicles.

SECTION #1: PERMITTEE INFORMATION

LAS _____

Name _____

Address _____

City/State/Zip _____

Telephone Number _____

Email _____

SECTION #2: VEHICLE AND TRAVEL INFORMATION [APPLICANT MUST PROVIDE CURRENT VEHICLE PHOTO WITH APPLICATION. PHOTOS FROM PREVIOUS YEARS ARE NOT KEPT ON FILE]

Type of vehicle (make and model) and detailed description:

Has the vehicle been modified? _____ If so, what modifications have been made? _____

General location of where the vehicle will be used (for survey purposes--your answer does not limit permit):

_____ Parks Highway to Totatlanika River

_____ Parks Highway to Tatlanika River

_____ Parks Highway to the Wood River

_____ Parks Highway to beyond the Wood River

_____ Other, from _____ to _____

How many people will be traveling in your party? _____

SECTION #3: PERMIT TERM This permit is valid from August 27, 2023 thru April 15, 2024.

Travel will occur from _____ thru _____.
(Month/Day) (Month/Day)

Please contact the Division of Mining, Land & Water, Lands Section, 907-451-2740, with future travel dates if not known at this time.

SECTION #4: PERMIT ISSUANCE \$240 Fee Paid _____ Photo Attached _____

(receipt code FF)

By signing this form, the permittee agrees to conduct the activity in accordance with attached stipulations on page 2.

Signature of Permittee

Date

Signature of Authorized State Representative

Date of Issuance

PERMIT SPECIFIC STIPULATIONS

1. Permit is valid for the following vehicle types:
 - a. Rubber tracked vehicles (no steel tracks or cleats) up to 26,000 lbs curb weight.
 - b. Rubber-tired vehicles up to 10,000 lbs curb weight, consistent with Generally Allowed Uses on state land per 11 AAC 96.020. This includes stock and modified highway vehicles, as well as custom fabricated vehicles.
2. The vehicle operator must keep the signed and approved permit on site and available for inspection in the field at all times.
3. Travel is only authorized on the main stem of the East Rex Trail.
4. No new trails or routes shall be created.
5. No travel is authorized off the main stem of the Rex Trail by vehicles over 1500 pounds, except that vehicle parking may occur within 100 yards of the main stem within naturally occurring or existing clearings.
6. No trailers are allowed. Articulated vehicles (those that are made of two sections, both sections using powered wheels or tracks, and separated by a pivot point) are not considered to have a trailer.
7. The main stem of the Rex Trail may be cleared of downed timber or brush provided that said clearing does not tear or otherwise destroy the vegetative mat (if present).
8. General vehicle operations shall be conducted in a manner which causes the least amount of impact to the vegetation and soil so as to avoid additional damage to the trail.
9. Stream crossings shall be conducted according to the following:
 - a. Crossings shall be made from bank to bank in a direction substantially perpendicular to the direction of stream flow.
 - b. Crossings shall be made only at locations with gradual down sloping banks. There shall be no crossings at locations with sheer or cut banks.
 - c. Beyond ordinary impact, stream slopes or banks shall not be altered or disturbed in any way to facilitate crossings.
 - d. Stream crossing activities shall avoid sensitive fish life stages. The Alaska Department of Fish & Game may restrict or prohibit activities during certain sensitive periods as necessary.
10. This permit does not eliminate the need to obtain other necessary authorizations from federal, state and local agencies and affected private entities.
11. Up to 500 gallons, combined, of fuel, hydraulic fluid, lubricants, etc. may be transported in appropriate external tanks and containers in addition to amounts contained within the operating vehicle.
12. The Division of Mining, Land & Water reserves the right to modify these stipulations or use additional stipulations as deemed necessary.

GENERAL PERMIT STIPULATIONS

13. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
14. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
15. **Valid Existing Rights:** This authorization is subject to all valid existing rights and reservations in and to the authorized area. The State makes no representations or warranties, whatsoever, either expressed or implied, as to the existence, number, or nature of such valid existing rights.
16. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
17. **Inspections:** The AO shall have reasonable access to the authorized area for inspection, which may be conducted without prior notice. If the Grantee is found to be in noncompliance the authorized area may be subject to reinspection. The Grantee may be charged for actual expenses of any inspection.
18. **Public Access:** The use of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
19. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
20. **Alaska Historic Preservation Act:** The Alaska Historic Preservation Act, AS 41.35.200, prohibits the appropriation, excavation, removal, injury, or destruction of any state owned historic, prehistoric, archaeological or paleontological site without written approval from the DNR Commissioner. Should any sites be discovered, the Grantee shall cease any activities that may cause damage and immediately contact the AO and the Office of History and Archaeology in the Division of Parks and Recreation.
21. **Compliance with Government Requirements:** The Grantee shall, at its expense, comply with all federal, state, and local laws, regulations, and ordinances directly or indirectly related to this authorization. The Grantee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
22. **Incurred Expenses:** The Grantor shall in no way be held liable for expenses incurred by the Grantee connected with the activities directly or indirectly related to this authorization.
23. **Waiver of Forbearance:** Any failure on the part of the AO to enforce the terms of this authorization, or the waiver of any right under this authorization by the Grantee, unless in writing, shall not discharge or invalidate the authorization of such terms. No forbearance or written waiver affects the right of the AO to enforce any terms in the event of any subsequent violations of terms of this authorization.
24. **Severability Clause:** If any clause or provision of this authorization is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the

Grantor and the Grantee agree that the remainder of this authorization will not be affected, and in lieu of each clause or provision of this authorization that is illegal, invalid, or unenforceable, there will be added as a part of this authorization a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

25. **Assignment:** This permit may not be transferred or assigned.
26. **Reservation of Rights:** The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization.

Authorized concurrent users of state land, their agents, employees, contractors, subcontractors, and licensees, shall not interfere with the operation or maintenance activities of each user.

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

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

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. To report a spill outside of normal business hours, call toll free 1-800-478-9300 or international 1-907-269-0667.

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

28. **Returned Check Penalty:** A returned check penalty of \$50.00 will be charged for any check on which the bank refuses payment. Late payment penalties shall continue to accrue.
29. **Request for Information:** The AO, at any time, may require the Grantee to provide any information directly or indirectly related to this authorization, in a manner prescribed by the AO.
30. **Site Disturbance:** Site disturbance shall be kept to a minimum to protect local habitats. All activities at the site shall be conducted in a manner that will minimize the disturbance of soil and vegetation and changes in the character of natural drainage systems.

Establishment of, or improvements to, landing areas (i.e. leveling the ground or removing or modifying a substantial amount of vegetation) is prohibited.

Attention must be paid to prevent pollution and siltation of streams, lakes, ponds, wetlands, and disturbances to fish and wildlife habitat.

31. **Ground Disturbance Restoration:** The Grantee shall immediately restore areas where soil has been disturbed, or the vegetative mat has been damaged or destroyed. Restoration shall be accomplished in accordance with the directives of the DNR Plant Materials Center, 5310 S. Bodenburg Road, Palmer, AK 99645, (907) 745-4469. All rehabilitation shall be completed to the satisfaction of DNR or the applicable land manager. Incidents of damage to the vegetative mat and follow-up corrective actions that have occurred while operating under this authorization shall be reported to the AO within 72 hours of occurrence.

32. **Indemnification:** The Grantee assumes all responsibility, risk and liability for its activities and those of its employees, agents, contractors, subcontractors, licensees, or invitees, directly or indirectly related to this permit, including environmental and hazardous substance risk and liability, whether accruing during or after the term of this permit. The Grantee shall defend, indemnify, and hold harmless the State, its agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of , in connection with, or incident to any act or omission by the Grantee, its employees, agents, contractors, subcontractors, licensees, or invitees, unless the proximate cause of the injury or damage is the sole negligence or willful misconduct of the State or a person acting on the State's behalf. Within 15 days, the Grantee shall accept any such cause, action or proceeding upon tender by the State. This indemnification shall survive the termination of the permit.
33. **Insurance & Performance Guaranty:** The AO, at this time, is not requiring the Grantee to provide an insurance & performance guaranty. The right to require such insurance & performance guaranty is being reserved in the event the Grantee's compliance is less than satisfactory. If required, such insurance & performance guaranty shall remain in effect for the remainder of this authorization and shall secure performance of the Grantee's obligations hereunder. The amount of the performance guaranty may be adjusted by the AO in the event of approved amendments to this authorization, changes in the development plan, or any change in the activities or operations conducted on the premises.
34. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored on state land. The use and/or storage of hazardous substances by the Grantee must be done in accordance with existing federal, state and local laws, regulations and ordinances. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances.
- Vehicle refueling shall not occur within the annual floodplain or tidelands. This restriction does not apply to water-borne vessels provided no more than 30 gallons of fuel are transferred at any given time.
- During equipment maintenance operations, the site shall be protected from leaking or dripping hazardous substances or fuel. The Grantee shall place drip pans or other surface liners designed to catch and hold fluids under the equipment or develop a maintenance area by using an impermeable liner or other suitable containment mechanism. Secondary containment shall be provided for fuel or hazardous substances. All fuel and hazardous substance containers shall be inspected for defects and marked with the contents and the Grantee's name using paint or a permanent label.
35. **Waste Disposal:** On-site refuse disposal is prohibited, unless specifically authorized. All waste generated during operation, maintenance, and termination activities under this authorization shall be removed and disposed of at an off-site DEC approved disposal facility. Waste, in this paragraph, means all discarded matter, including but not limited to human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and discarded equipment.
36. **Destruction of Markers:** The Grantee shall protect all survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed corner posts against damage, destruction, or obliteration. The Grantee shall notify the AO of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the Grantee's expense in accordance with accepted survey practices of the DMLW.
37. **Site Maintenance:** The authorized area shall be maintained in a neat, clean, and safe condition, free of any solid waste, debris, or litter, except as specifically authorized herein. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation.

38. **Maintenance of Improvements:** The Grantor is not responsible for maintenance of authorized improvements or liable for injuries or damages related to those improvements. No action or inaction of the Grantor is to be construed as assumption of responsibility.
39. **Proper Location:** This authorization is for activities on state lands or interests managed by DMLW. It does not authorize any activities on private, federal, native, and municipal lands, or lands which are owned or solely managed by other offices and agencies of the State. The Grantee is responsible for proper location within the authorized area.
40. **Fire Prevention, Protection and Liability:** The Grantee shall take all reasonable precautions to prevent and suppress forest, structure, brush and grass fires, and shall assume full liability for any damage to state land and structures resulting from the negligent use of fire. The State is not liable for damage to the Grantee's personal property and is not responsible for forest fire protection of the Grantee's activity. To report a wildfire, call 911 or 1-800-237-3633.

Advisory Regarding Violations of the Permit Guidelines: Pursuant to 11 AAC 96.145, a person who violates a provision of a permit issued under this chapter (11 AAC 96) is subject to any action available to the department for enforcement and remedies, including revocation of the permit, civil action for forcible entry and detainer, ejectment, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. The department may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

If a person responsible for an unremedied violation of 11 AAC 96 or a provision of a permit issued under this chapter (11 AAC 96) applies for a new authorization from the department under AS 38.05.035 or 38.05.850, the department may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation and provide security under 11 AAC 96.060 to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 or 38.05.850 has previously been responsible for a violation of this chapter or a provision of a permit issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, the department will consider that violation in determining the amount of the security to be furnished under 11 AAC 96.060 and may require the applicant to furnish three times the security that would otherwise be required.

The Authorized Officer reserves the right to modify these stipulations or use additional stipulations as deemed necessary. The grantee will be advised before any such modifications or additions are finalized. DNR has the authority to implement and enforce these conditions under AS 38.05.850. Any correspondence on this permit may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Northern Regional Land Office, 3700 Airport Way, Fairbanks, Alaska 99709, (907) 451-2740.