Receipt Types: 17 - Application for sale of material, except
A1 - Application for sale of peat from other than a designated material site or source
See current Director's Fee Order for applicable fees.

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

☐ **Northern Region**
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2705
Fax (907) 451-2706
fbx-pic@alaska.gov

☐ **South Central Region**
550 W 7th Ave., Suite 900
Anchorage, AK 99501-3577
(907) 269-8560
(907) 269-8913
dnr.pic@alaska.gov

☐ **Southeast Region**
400 Willoughby, #400
P.O. Box 111020
Juneau, AK 99801
(907) 465-3400
(907) 586-2954
sero@alaska.gov

LIMITED MATERIAL SALE CONTRACT

NAME: _____

ADDRESS: _____ ZIP: _____

PHONE:(W)_____(Message)_____(FAX)_____

The above PURCHASER and the STATE agree to this sale under the authority of Alaska Statute 38.05.550 through 38.05.565, AS 38.05.850, and 11 AAC 71, and subject to the following terms and conditions:

LOCATION AND DESCRIPTION OF LAND FROM WHICH MATERIAL IS TO BE REMOVED:

Section: _____ Township: _____ Range: _____ Meridian: _____

Material Site # (If known) _____ Pit Name _____

General Location Description: _____

Material Type: _____ Quantity in Cubic Yards: _____

Intended Use of Material Sale: _____

TOTAL QUANTITY (200 Cubic Yards Maximum) - first two cubic yards (if annual deductable applied)
_____x $_____/cy = $_____

Removal of materials may begin **only** upon receipt of an approved copy of this sale contract.

The purchaser agrees to indemnify the State of Alaska against and hold it harmless from any and all claims, demands, suits, losses, liabilities, and expenses for injury to or the death of persons and damage to or loss of property arising out of or connected with the exercises of privileges covered by this sale contract.

I have read and understood the requirements of this Limited Material Sale Contract and the attached **Special Stipulations.** I understand that this sale contract is not legal until signed by a Department of Natural Resources representative and my prepayment for the material may be returned if the sale contract cannot be issued.

(X)

Signature of Purchaser **Date**

This sale contract is for nonexclusive use. It may be canceled at any time by the Director of Mining, Land and Water if it appears to be in the best interest of the State of Alaska to do so. This sale contract is issued subject to the attached **Special Stipulations.**

This sale contract expires on: ____/____ /_____ By: State of Alaska: _____

Title: _____

SPECIAL STIPULATIONS FOR A LIMITED SALE CONTRACT

1. The purchaser is responsible for proper location on site.

2. There shall be no interference with other operators in the material site.

3. The purchaser is required to contact the local Department of Transportation/Public Facilities (DOT/PF) representative **prior** to material extraction if DOT/PF has indicated that it wishes to monitor material extraction from a jointly managed DNR-DOT/PF material site. If required, the name is shown below. The purchaser is required to abide by any additional restrictions DOT/PF personnel place on the removal of materials.
   DOT/PFContact Name: _____ Phone: _____

4. The purchaser shall carry a copy of the executed sale contract while operating in the material site. Failure to do so may result in the sale contract's immediate termination.

5. Stockpiling is not permitted under this Limited Material Sale Contract. Only DOT/PF personnel or persons who have a negotiated or competitive material sale contract may be allowed to stockpile material.

6. **No** processed material shall be removed from existing stockpiles or the floor of the pit.

7. Material shall be removed in even, shallow lifts. Depressions that could cause ponding or safety hazards shall be leveled out. During operations, the area that is actively being excavated shall be no steeper than 2H:1V slope. Upon completion, final banks of material sites shall be left at slopes no steeper than 3H:1V. Purchaser may extract material only from the developed work area in DOT/PF sites.

8. The cutting of trees and the removal of vegetation is prohibited.

9. The site shall be left neat and clean of any debris or trash.

10. Excavation activities on state shorelands or river and lake beds shall avoid sensitive fish and shellfish life stages. Excavation below ordinary high water may only occur in de-watered, non-vegetated areas. In-water excavation is prohibited.

11. Structures and storage of equipment, materials, fuel, or hazardous substances are prohibited.

12. If material washing is to occur, silts and sediments shall be removed from the wash water prior to its direct or indirect discharge into any natural body of water.

13. Should any historic, prehistoric (paleontological) or archaeological 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 the appropriate coastal district shall be notified immediately.

14. Blasting and drilling is prohibited.

15. The issuance of this authorization does not alleviate the necessity for the contractee to obtain authorizations required by other agencies for this activity.

LIMITED MATERIAL SALE CONTRACT FORM INSTRUCTIONS

Before beginning to fill out a Limited Material Sale Contract form (102-100), please read the following:

A Limited Material Sale Contract allows removal of 200 cubic yards or less of material from DNR pre-approved material sites. Under AS 38.05.550(e), while approval of the department is required, the removal of up to the first two cubic yards of material within a one-calendar-year period is free of charge. These include certain permitted DOT/PF material sites where DOT/PF is willing to have others use material from its material site. Applicants who want to use non-approved material sites must use a Material Sale application form (102-143).

A Limited Material Sale Contract is not a valid, binding sale contract until it is approved and signed by a representative of the Department of Natural Resources, State of Alaska. The purchaser or the purchaser's contractor must have the sale contract in possession at all times while removing material at the site. You must follow the stipulations listed.

When completing the information blanks on the sale contract form, please print clearly and make certain that:

1. Your complete name (including middle initial), address and phone numbers are given. If using a contractor to excavate and/or haul the material, please list that contractor after your name.

2. The location of the site is described by section (aliquot parts of section, if applicable) Township, Range, and Meridian (for example SE1/4 Section 33 T10N, R2E, SM).

3. If known, the commonly used name of the site (for example, "Sheep Creek Pit") and/or the Department of Transportation/Public Facilities (DOT/PF) number (for example MS 31-2-003) for the material site should be filled in.
   When the material site has no common name or specific DOT/PF number, a copy of a portion of a USGS map (1 inch = 1 mile, Scale 1:63,360) or an acceptable substitute is attached to show the exact location of the site.

4. The general location description should include subdivision, road, milepost or other descriptors that define the location.

5. The material to be removed is specifically described by type and quantity. For example, "40 cubic yards of pit run gravel" or "60 yds^3 of sand."

6. The intended use of the material is clearly explained. For example, "Gravel will be used to build a driveway to my garage."

7. The number of cubic yards is correctly multiplied by price per cubic yard of material described to determine the amount owed and a check made payable to the State of Alaska is attached to the sale contract form. For example, 200 cubic yards x $1.00/cubic yard totals $200.00. (Deduct the cost of two cubic yards if this the applicant's first application of calendar year.)

If you are mailing the form and payment, use the address (shown at the top of the sale contract form) from the DNR office nearest the material site.

*** 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, AS 43.05.230, 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. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.**