



# MATANUSKA-SUSITNA BOROUGH

## Planning and Land Use Department

### Development Services Division

350 East Dahlia Avenue • Palmer, AK 99645

Phone (907) 861-7822

Email: [permitcenter@matsugov.us](mailto:permitcenter@matsugov.us)

### APPLICATION FOR A CONDITIONAL USE PERMIT FOR EARTH MATERIALS EXTRACTION – MSB 17.30

*NOTE: Carefully read instructions and applicable borough code. Fill out forms completely. Attach information as needed. Borough staff will not process incomplete applications.*

#### Application fee must be attached, check one:

- \$1000 for Administrative Permit (Less than two years or less than 7,000cy annually)  
 \$1,500 for Conditional Use Permit (More than two years and more than 7,000cy annually)

#### Required Attachments:

- Site plan as detailed on Page 2  
 Narrative with operational details and all information required on Page 2  
 Reclamation Plan

#### Subject Property:

MSB Tax Account ID#(s): 28N05W19D001

Street Address: Mile 128 Parks Hwy, East side

Facility/Business Name: MSB LRMD

#### Name of Property Owner

MSB

Mailing: 350 E. Dahlia Ave

Palmer, AK 99645

Phone: Cell

Wk 907-861-8634 Hm

E-mail: jmorrissey@matsugov.us

#### Name of Agent / Contact for application

Emerson Krueger

Mailing: 350 E. Dahlia Ave

Palmer, AK 99645

Phone: Cell

Wk 907-861-7867 Hm

E-mail: ekrueger@matsugov.us

<b>Attach a narrative describing the proposed extraction activities.</b>	<b>Attached</b>
Describe the types of material being extracted.	see attached
Provide total acreage of all parcels on which the activity will occur.	project
Provide total acreage of earth material extraction activity.	narrative for
Provide total cubic yards to be extracted.	all required
Provide the estimated final year extraction will occur.	details.
Provide seasonal start and end dates.	
Provide hours of operation.	
Provide days of the week operations will take place.	
Provide proposed peak hour and traffic volume at the peak hour	
Provide estimated end date of extraction.	
Provide estimated end date of reclamation.	
Describe all other uses occurring on the site.	
Describe methods used to prevent problems on adjacent properties, such as lateral support (steep slopes), water quality, drainage, flooding, dust control, and maintenance of roads.	
Describe how the operation will monitor the seasonal high water table.	
Provide quantity estimates and topographical information such as cross section drawings depicting depth of excavation, slopes, and estimated final grade.	
Provide Reclamation Plan in accordance with MSB 17.28.063 and 17.28.067.	

<b>Submit a detailed site plan, <i>drawn to scale</i>. Drawings under the seal of an engineer or surveyor are recommended but not required.</b>	<b>Attached</b>
Identify location of permanent and semi-permanent structures on the site for verification of setback requirements. Include wells and septic systems.	See attached map set
Depict buffer areas, driveways, dedicated public access easements, noise buffers (such as fences, berms or retained vegetated areas), and drainage control such as ditches, settling ponds, etc.	
Identify the entire area intended for gravel/material extraction activity.	
Identify the property boundary containing the operation.	
Identify ADEC Drinking Water Protection Areas wherever proposed project area boundaries fall within drinking water protection area buffer zones.	
Identify areas used for past and future phases of the activity.	
Provide road and access plan that includes anticipated vehicle routes and traffic volumes. If the level of activity exceeds the minimum levels specified in MSB 17.61.090, Traffic Standards, a traffic control plan consistent with state regulations may be required.	
Provide detailed description of the proposed visual screening.	
Provide measures to mitigate or lessen noise impacts on surrounding properties.	
Provide proposed lighting plan.	

Submit documentation showing compliance with borough, state, and federal laws.	Applied for (list file #)	Attached (list file #) or N/A
Submit mining permit as required by the Alaska State Department of Natural Resources (ADNR) if extraction activities are to take place on state land.		N/A
Provide reclamation plan as required by ADNR, pursuant to AS 27.19. Provide copy of reclamation financial assurance filed with the State of Alaska (If exempt, provide qualifying documents for exemption).		MSB MOA w/ DNR
Provide Notice of Intent (NOI) for construction general permit or multi-sector general permit and storm water pollution prevention plan, and other associated permits or plans required by the Environmental Protection Agency (EPA) pursuant to the National Pollutant Discharge Elimination System (NPDES) requirements.		to be filed by contractor
Provide United States Army Corps of Engineers permit pursuant to Section 404 of the Clean Water Act, 33 U.S.C. 1344, if material extraction activity is to take place within wetlands, lakes, and streams.		N/A
Provide any other applicable permits, such as driveway/access permits; list as appropriate.		

Prior to the public hearing, the applicant must also pay the mailing and advertising fees associated with the application. Staff will provide applicant with a statement of advertising and mailing charges. Payment must be made **prior** to the application presentation at the public hearing.

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**OWNER'S STATEMENT:** I am owner or authorized agent of the following property:

MSB Tax            Account            ID            #(s)            28N05W19D001  
and, I hereby apply for approval of an admin permit for earth material extraction activities on the property as described in this application.

I understand all activity must be conducted in compliance with all applicable standards of MSB 17.28, MSB 17.30, and with all other applicable borough, state, and federal laws, including but not limited to, air quality, water quality, and use and storage of hazardous materials, waste and explosives, per MSB 17.30.055.


I understand that other rules such as local, state, and federal regulations, covenants, plat notes, and deed restrictions may be applicable and other permits or authorizations may be required. I understand that the borough may also impose conditions and safeguards designed to protect the public's health, safety, and welfare, and ensure the compatibility of the use with other adjacent uses.

I understand that it is my responsibility to identify and comply with all applicable rules and conditions, covenants, plat notes, and deed restrictions, including changes that may occur in such requirements.

I understand that this permit may transfer to subsequent owners of this land and that it is my responsibility to disclose the requirements of this status to operators on this property, and to the buyer when I sell the land. Additionally, I agree to comply with MSB 17.30.120, Transfer of Conditional Use Permit, in the event this permit is transferred to a subsequent property owner.

I grant permission for borough staff members to enter onto the property as needed to process this application and monitor compliance. Such access will at a minimum, be allowed when the activity is occurring and, with prior notice, and at other times necessary to monitor compliance.

The information submitted in this application is accurate and complete to the best of my knowledge.

		1/21/25	Jillian Morrissey
Signature: Property Owner	Date		Printed Name
Emerson Krueger	<small>Digitally signed by Emerson Krueger Date: 2025.01.21 11:14:51 -09'00'</small>		Emerson Krueger
Signature: Agent	Date		Printed Name

**From:** [Emerson Krueger](#)  
**To:** [Rick Benedict](#)  
**Subject:** AP MP 128 - narrative, cross sections, site plan  
**Date:** Friday, February 21, 2025 12:08:25 PM  
**Attachments:** [AP\\_Detailed\\_Project\\_Description\\_Mile128Parks.pdf](#)  
[28N05W19D001\\_ Ex2\\_SitePlan v4.pdf](#)  
[CrossSectionLayout.pdf](#)  
[CrossSections.pdf](#)  
[28N05W19D001\\_ Ex2\\_SitePlan v4.pdf](#)

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Good afternoon Rick,

Attached are digital copies of what I provided you today:

Updated narrative

Updated site plan

Layout of cross-sections

Cross-sections

The cross sections did not scan very well – another machine might do a better job.

Please let me know if any additional information or clarification is needed.

Thanks,

Emerson

**EARTH MATERIAL EXTRACTION APPLICATION**  
**MATANUSKA-SUSITNA BOROUGH**

Mile 128 Parks Hwy

**28N05W19D001**

MSB008185

February 21, 2025

**Administrative Permit**

**MATANUSKA-SUSITNA BOROUGH  
LAND AND RESOURCE MANAGEMENT DIVISION**

**Mile 128 Parks  
MSB Parcel Tax ID  
28N05W19D001**

**PROPOSED GRAVEL MINING PLAN OF OPERATIONS  
AND SITE PLAN REQUIREMENTS**

The following information is an attachment to the Matanuska-Susitna Borough (MSB) application for Earth Materials Extractions activities that do not occur within four feet of the water table under MSB 17.30, Administrative Permit (AP).

**1. Plan of Operation**

The Matanuska-Susitna Borough Parcel Tax ID 28N05W19D001 is located on the east side of the Parks Highway at Milepost 128. This Proposed Gravel Mining Plan (Plan) details the activities and dates of operation for material extraction proposed to prepare the parcel for future development. Exhibit 1 includes a vicinity map for the parcel.

A Site Plan for the parcel is provided in Exhibit 2, depicting the proposed project area, buffers, and truck haul routes. A vicinity map, site map, the landowners within one-mile, wetlands and waterbodies within one mile, and other features are shown in Exhibits 1-4. Cross-sections of the subject parcel are provided, utilizing the 2011 LIDAR topography, to help conceptualize the proposed developed of the site.

The current plan includes a future borrow source located within the property boundaries. The maximum area proposed for gravel extraction within the parcel is approximately 30 acres. Parcel Tax ID 28N05W19D001 is about 120 acres. The remaining acreage is set aside as buffers and visual screening. Property surrounding the parcel are predominately undeveloped borough-owned land as well as one state parcel to the northwest with an old gravel pit that was used to build and maintain the Parks Highway.

The goal of the gravel extraction activities is to develop a long-term material source, after which the extraction will be used prepare the parcel for development. The property is owned by the Matanuska-Susitna Borough (MSB). Modifications to the Plan will be submitted to the Land and Resources Management Division (MSB-LRMD), as needed, by the Contractor authorized to develop the site prior to the commencement of mining activities.

The project is expected to last 2 years. Activity at the borrow source is anticipated to be completed by 2027. Reclamation of the mined area is required. Future development will consist of additional material extraction not associated with this project. Reclamation will leave the extraction area in a stabilized and vegetated condition suitable for use as public open space.

Material extraction will be managed by a material sale contract. The operator of the material extraction project is herein referred to as the Contractor.

Extraction operations will be at the Contractor's discretion and are not seasonally dependent. Hours of operation are expected to be Monday through Sunday from 6:00 a.m. to 11:00 p.m., but may be extended during the construction season.

An existing driveway on the Parks Highway into the old state pit is proposed to be used. It is the southern driveway. Use of the state property by the Contractor will be authorized by a state material sale contract and land use permit. Access from the subject parcel will be from the back of the old state pit on the abutting state-owned parcel. This will negate the need for a new driveway onto the Parks Highway. This access route will be used as a haul route. Haul routes will be maintained. Material from the site will be used on a Parks Highway construction project immediately outside the old state pit. Conclusion of the project will result in resurfacing the Highway. To the extent that any activity requires winter access, winter maintenance will largely consist of plowing the access / haul routes.

The Site Plan illustrates the potential access route. Furthermore, the Site Plan indicates one mining phase. The maximum aerial extent of material extraction will be no larger than 29.4 acres. An additional 9.83 acres is identified for stockpiling overburden, both from on-site and off-site.

If a modification of the site plan or development plan is required, a modified plan will be submitted to MSB-LRMD to determine if an amendment to the permit will be required. Structures, either permanent or semi-permanent, and processing equipment will not be permitted within the site. All structures, equipment parking / maintenance will be within the adjacent old state pit. All contract specifications or use agreements for authorized use of this site shall be required to adhere to the Permit conditions and operational details. Plan deviations must be submitted to the MSB-LRMD by the Contractor for review and approval prior to site development and/or material extraction.

The schedule for excavation and reclamation will be more thoroughly defined by the Contractor developing the site. Reclamation will be required. The mined area will be reclaimed as public open space until such time as future development is proposed.

A 25-foot undisturbed vegetated buffer will be retained around the extraction area. Existing vegetation is comprised of a mature birch forest. Earthen berms, 10-feet above surrounding grade are proposed between the old state pit and the extraction area, as well as along the eastern boundary of the subject parcel, abutting the extraction area. The material extraction site will be graded to retain storm water runoff on the property. There is approximately 1,000 feet from the western boundary of the extraction area to the Parks Highway. The combination of the extraction occurring below grade resulting in a structure comparable to a berm with the 1,000 feet of undisturbed mature birch forest are expected to provide adequate noise mitigation measures to the west. Similarly, there is over one quarter mile of undisturbed mature birch forest south of the extraction area to the boundary of the borough parcel. Another undeveloped borough-owned parcel is the adjoining land to the south.

Retaining an undisturbed 100-foot natural vegetative buffer along all wetlands will prevent any problems, such as erosion, sedimentation, draining, and flooding on property adjoining the boundaries of the site. In addition, these 100-foot buffers may be extended as required by the U.S. Army Corps of Engineers if additional undisturbed buffers are required.

Retaining an undisturbed 25-foot natural vegetative buffer around the extraction area will prevent problems with the adjacent Parks Highway.



The groundwater table elevation for the site was assessed to be eight feet below ground surface near the western extent of the property by a geotechnical firm in 2023. A test pit dug in 2023 in the proposed extraction area to an elevation of 628' above mean sea level did not encounter water. The Contractor that develops the site will be required to trench four feet below the established pit floor to ensure the floor of excavation remains at least four feet above the water table. There is ample material present on site. Adjusting the floor of the excavation to adapt to changing groundwater elevations will be more expedient than drilling temporary wells on site to monitor water elevations.

## **2. Site Plan Requirements**

The site of the proposed material extraction is isolated. No operational restrictions are deemed necessary to minimize off-site effects of material processing. Material extraction activities will be located close to the working face of the excavation to maximize efficiency. Operations on the subject parcel will be limited to material extraction and stockpiling. Mining will commence at the north end of the property and is anticipated to proceed south. No crushers, screening plants, asphalt plants, or batch plants may be used at this location. Material processing, if it occurs will be within the adjacent state parcel. Earthen berms will be constructed as indicated on the site plan to mitigate noise. The Parks Highway, 1,000-feet west of the extraction area, is the nearest receiving land use. The proposed extraction is intended to support a two-year Parks Highway culvert replacement project. The Project will require building a temporary bypass of the segment of the Highway, including the access to the State parcel.

### ***Sand and Gravel Extraction Operations***

Total excavation of the site is estimated to include approximately 90,000 cubic yards of pit-run material and is expected to be excavated between May 2025 and May 2027. The total acreage from which material will be extracted is approximately 30. This excludes the vegetative buffers as well as the wetland buffers. The Borough has received an application from a Contractor to mine the site. The volume estimate is based on the best available information.

Conventional bulldozers, track-mounted backhoes, rubber-tired loaders, 10-12 cubic yard (CY) capacity dump trucks, and 18-30 CY capacity side or belly dump trucks will be used in the operation. Typically, the hauling will be done using a 25 CY side-dump truck. Local material hauling on the road system is anticipated to be 100% of the total annual extraction. An estimated average of 45,000 CY per year will be extracted from the site. Assuming a four-month operational period for local construction projects, six days a week, using 25 CY trucks, this could result in 750 CY per day being hauled off-site. This could be 30 25-yard trucks resulting in 60-trips per day. The anticipated traffic levels indicate no traffic impact analysis is required.

Blasting will not occur on site.

The working depth will typically be approximately ten feet below original grade, as long as the depth of excavation remains a minimum of four feet above the seasonal high ground water table. The floor of the excavation will not be less than 628-feet above mean sea level. Groundwater monitoring will be required by the Contractor to ensure mining activities will not encroach within four feet of the seasonal high ground water level.

Development of the site is anticipated to begin from the north. The mining plan is to develop the approximately a 30-acre extraction area, providing approximately 90,000 CY. Mining could start as early as April 2025. The roughly 30-acres would be excavated and developed into a depression, where material stockpiling would occur. The extraction will be used to stockpile approximately 90,000cy of class B fill expected to be generated from the state Department of Transportation project to upgrade a local culvert for fish passage. The stockpile will be graded at 2:1 slopes to minimize erosion. The disturbed area around the stockpile will be graded to retain stormwater runoff.

Truck haul routes are shown in Exhibit 2 – Site Plan. A water truck and/or sweeper may be used for dust control as needed. Haul routes will be maintained.

The operations area will be on the adjoining State gravel pit. The Contractor will establish a man-camp on the state property as the Highway construction project is adjacent to the state parcel. The active phase of the excavation will coincide with the highway project, which is expected to mask off-site effects of the extraction activities.. Reject material and existing organics will be stockpiled for grading the site prior to reclamation to manage stormwater runoff. No structures or equipment will be sited on the subject parcel.

The site is currently wooded and undeveloped. The landform for the area indicates the surficial deposits are comprised of glacial outwash or alluvial deposits in relic river channels. Existing geotechnical data consist of three test pits, excavated in 2023 to an average depth of about 13-feet. Groundwater was only encountered in one test pit, at eight feet below ground surface, at the western extent of the landform and outside of the extraction area. One test pit was excavated within the extraction area to a depth of 10-feet below ground surface, at an elevation of 624-feet AMSL. No groundwater was encountered. The floor of the excavation will be no lower than 628-feet AMSL.

Organic overburden from the site will be stockpiled for use in reclamation. Additional off-site overburden will be stockpiled as shown in Exhibit 2.

### **I. Structures**

A 25-foot setback is required from all property lines for structures, permanent or portable facilities, and equipment or material storage per MSB 17.28.070(A). No structures will be permitted within the site boundaries. All structures and processing equipment will be sited on the abutting state parcel in the old gravel pit. The Contractor will have a land use permit and material sale contract from the State of Alaska authorizing their use of the state property.

### **II. Buffer areas and Driveways**

Buffers, haul routes and public access easements are shown in Exhibit 2. No driveway permit is required. The Contractor will be required to obtain all necessary permits to construct access. Operations may continue year-round depending on winter weather conditions and demand. The driveway will be maintained during active operational periods. Buffers for this parcel include a 25-foot undisturbed vegetated buffer around the extraction area. In addition, 10-foot-tall earthen berms will be constructed along the western boundary of the extraction area where it abuts the old state pit, as well as the eastern boundary of the extraction area. Over 1,000 feet of mature birch forest will be left between the western boundary of the extraction area and the Parks Highway.

Given the ADOT construction project occurring at the Highway where this extraction activity will be accessing the highway, the 1,000-feet of forest will provide adequate noise mitigation.

A minimum 100-foot buffer has been incorporated into the Project Area along all mapped wetlands. Additional wetland buffers will be included as required by the U.S. Army Corps of Engineers.

All traffic associated with the material extraction will ingress and egress the site from the abutting old state gravel pit. Vehicle parking, equipment staging, and any structures will be within the old state pit, not within the section line easements or the extraction area.

### **III. Wetlands and Waterbodies**

No wetland areas are located in the area proposed for mining. Exhibit 3 shows all wetlands within a one-mile radius of the proposed mining site.

### **IV. Existing and Surrounding Land Uses**

Property surrounding the site is undeveloped, Borough-owned land to the south, west, and east. There is an old state gravel pit to the north. There is a state-owned scenic buffer parcel between the subject borough parcel and the Parks Highway. Surrounding properties within a one-mile radius are identified in Exhibit 4. A list of all neighboring property owners within this same radius is also provided with this Exhibit.

Trapper Creek does not have an adopted Comprehensive Plan. Therefore, the borough-wide Comprehensive Plan was reviewed during development of this application. No future uses for this property were identified. The borough-wide comprehensive plan (updated 2005) does not provide any specific guidance in regard to the proposed use on the subject parcel. The activities proposed as part of this permit application are not inconsistent with the adopted borough-wide comprehensive plan.

The proposed material extraction is in conformance with the Comprehensive Plan and MSB 17.30. The proposed material extraction is intended to prepare the site for future development. The Reclamation Plan for the site is intended to leave the site in a condition suitable for use as public open space.

The reclamation plan is robust in its requirements for utilization of all organic overburden on site to be retained to support future use of the property for open space. The material extraction activities will not leave a big hole in the ground. The site will be available for use as public open space until such time as it is developed.

The proposed material extraction operation conforms to the approved Borough land classifications: 28N05W19D001– classified in 2019 for resource management and watershed protection. The portions of the parcel classified for watershed protection are excluded from the extraction area.

### **V. Road and Access Plan**

All traffic will ingress and egress the site via a new driveway constructed from the back of the old state gravel pit. Site access is shown in the Site Plan on Exhibit 2. An existing haul route in the

old state gravel pit as well as the existing state driveway will be used for site access. The Contractor will be required to obtain and comply with the State's authorization of the use.

Construction-related traffic may be expected to generate up to six trips per hour, during the peak construction season.

The ADOT project resulting in this application is a culvert replacement on the Parks Highway. The construction project will begin just before the driveway into the old state pit that will be used for access to the extraction area. The Contractor will begin by building a temporary road to route traffic off the Highway, around the construction project. Traffic flaggers will be used during construction of the temporary road. Once the temporary road is built, truck traffic from the extraction area will be segregated from the public.

#### **VI. Visual Screening Measures**

No residential areas are located in the vicinity of the proposed area of development. Visual screening includes a 25-foot undisturbed vegetative buffers as illustrated in Exhibit 2. A 25-foot undisturbed vegetated buffer will be a maintained extraction area boundary. An additional 1,000 feet of undisturbed birch forest will screen the extraction area from the highway as well as from the undeveloped borough property to the south. The grade difference between the floor of the old state pit and the extraction will also screen the extraction area from the abutting state property. Over 1,000 feet of undisturbed birch forest will screen the extraction area from the parcel to the south. There is no access to the undeveloped borough-owned parcel to the east and no need to visually screen the extraction area in that direction.

#### **VII. Noise Mitigation**

There are no residential areas located in the vicinity of the proposed area of development. The below-grade excavation will help to attenuate work area noise to acceptable levels consistent with the stipulations of MSB 17.28.060(A)(5). Additionally, haul trucks removing the material from the site will be required to have the appropriate mufflers installed to minimize noise pollution. The remote location will provide additional noise mitigation. Earthen berms will be built, as shown in Exhibit 2, between the old state pit and the extraction area, as well as along the eastern boundary of the extraction area. The nearest receiving land use reasonably expected to subject the public to noise generated by the extraction area is the Parks Highway. The duration of the material extraction will coincide with a construction project on the Parks Highway. The highway construction project is expected to produce noise levels commensurate with those generated by material extraction activities. The 1,000-feet of undisturbed birch forest between the extraction area and the highway are expected to mitigate the sound levels to the thresholds required in MSB code.

#### **VIII. Lighting Plan**

Most of the work will be conducted primarily during daylight hours without the need for artificial lighting. The contractor will be required to obtain approval from MSB for any artificial lighting. Lighting may be used to illuminate activities in the work area, if needed. All lighting will be focused away from nearby residential areas and will be directed only onto the work at hand. Exterior lighting must be located and shielded to direct light towards the ground, to minimize light

spillage onto adjacent properties and upward into the night sky. Illumination or other fixtures mounted higher than 20 feet or 150 watts or more must have downward directional shielding, in accordance with MSB 17.28.060(A)(6).

#### **IX. Dust Plan**

Road dust control is a concern of high priority. The contract for development of this site shall contain a specific bid item to provide watering for dust control.

Borough staff or their agent will monitor conditions throughout construction and direct the construction contractor to water the roadway and haul routes as needed to prevent dust from becoming a problem. It is also anticipated that measures to reduce any by-product dirt transport from the borrow site by vehicle tires will be implemented within the borrow pit. The vegetative buffers are intended to mitigate off-site migration of dust. Mud tracked off-site onto public roads will be swept or washed as necessary.

#### **X. Stormwater Pollution Prevention Plan (SWPPP)**

The site will be developed to contain all stormwater runoff. The Contractor will be required to develop and implement a SWPPP and associated permitting for the life of the project. The SWPPP will be provided to the Borough for review and approval prior to commencement of extraction activities.

#### **XI. Reclamation Plan**

The site will be excavated to create a generally flat depression, to prepare the site for receiving the class B fill from the state road project. The stockpiled class B fill will be stacked and graded to minimize erosion as well as to prevent stormwater runoff from leaving the site. The site will be available for use as open space once mining is complete. Reclamation of the property will leave the site in a condition suitable for use as public open space until the site is needed for development. To this end, the organic overburden will be stockpiled onsite and used, if necessary, to construct earthen berms for visual screening. The overburden will be distributed over the site upon completion of mining activities and the site will be seeded and fertilized to promote rapid revegetation.

Reclamation of the extraction area will be completed within four growing seasons after completion. Slopes will be graded to a maximum 50% slope and graded to blend with surrounding undisturbed topography. All surfaces will be stabilized and protected from erosion. Vegetative cover will be established and maintained over all disturbed areas on the site in conformance with the current Alaska Department of Natural Resources Revegetation Manual for Alaska. Reseeding of reclaimed areas will utilize certified seed suitable for Alaska, free of noxious weeds and undesirable plants identified in 11 AAC 34.020. Sixty percent live cover of the entire reclaimed area will be achieved by the end of the fourth growing season after completion of a mining phase. However, equipment access through each mining phase will be maintained and remain unreclaimed until mining and reclamation of the last phase is complete.

At least 12” of organic overburden are estimated to be on site based on available data. All organic overburden will be stockpiled onsite and used for reclamation.

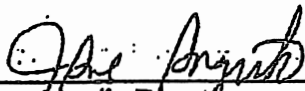
The Reclamation Plan and bond will be filed with the State when a contractor is selected to begin extraction activities.

## **XII. Long-Term Plan**

This plan is specifically for the extraction of materials to support a two-year highway project. The site is classified for resource management and watershed lands. Excavation and material stockpiling will result in a level pad on the site that will be stabilized. A future conditional use permit for additional material extraction is anticipated to make available the remaining 310,000 cubic yards of pit-run materials as well as the 90,000 cubic yards of stockpiled class B fill. This project expected to take place from 2025 through 2027. The Borough Land and Resource Management Division is requesting this Administrative Permit to cover the activities associated with the development of this site.

COOPERATIVE MANAGEMENT AGREEMENT BETWEEN  
ALASKA DEPARTMENT OF NATURAL RESOURCES AND  
MATANUSKA-SUSITNA BOROUGH FOR  
MINING RECLAMATION ON BOROUGH-OWNED LAND

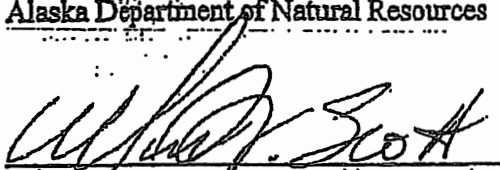
Under the authority of Alaska State Constitution Article X Section 13, AS 27.19.060, AS 29.35 and 11 AAC 97.700, the Department of Natural Resources and the Matanuska-Susitna Borough hereby enter into a cooperative management agreement by which the Matanuska-Susitna Borough will implement state mining reclamation requirements (AS 29.19 and 11 AAC 97) for material sites owned by the Matanuska-Susitna Borough. The Department of Natural Resources and the Matanuska-Susitna Borough find that this agreement will promote uniform compliance with state reclamation requirements and those set by municipal ordinances, providing for more consistent and effective reclamation of borough-owned land and reducing government paperwork costs. The Department of Natural Resources further finds that this agreement is in the state's best interests.



Jane Angvik, Director  
Division of Land  
Alaska Department of Natural Resources

4/30/99

Date



Michael J. Scott, Manager  
Matanuska-Susitna Borough

4/23/99

Date



# MATANUSKA-SUSITNA BOROUGH

## Real Property Detail for Account: 228N05W19D001

### Site Information

Account Number	228N05W19D001	Subdivision	
Parcel ID	74481	City	None
TRS	S28N05W19	Map CH05	Tax Map
Abbreviated Description (Not for Conveyance)	TOWNSHIP 28N RANGE 5W SECTION 19 LOT D1		

### Ownership

Owners	MATANUSKA-SUSITNA BOROUGH	Buyers	
Primary Owner's Address	350 E DAHLIA AVE PALMER AK 99645-6488	Primary Buyer's Address	

### Appraisal Information

Appraisal				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed <sup>1</sup>
2025	\$33,300.00	\$0.00	\$33,300.00	2025	\$0.00	\$0.00	\$0.00
2024	\$33,300.00	\$0.00	\$33,300.00	2024	\$0.00	\$0.00	\$0.00
2023	\$33,300.00	\$0.00	\$33,300.00	2023	\$0.00	\$0.00	\$0.00

### Building Information

#### Building Item Details

Building Number	Description	Recorded Documents	Area	Percent Complete
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#### Tax/Billing Information

Year	Certified	Zone	Mill	Tax Billed	Date	Type	Recording Info (offsite link to DNR)
2025	No	0052		::	3/27/2001	Patent	<a href="#">Talkeetna Bk: 179 Pg: 399</a>
2024	Yes	0052		13.429			
2023	Yes	0052		13.084			

#### Tax Account Status <sup>2</sup>

Status	Tax Balance	Farm	Disabled Veteran	Senior	Total <sup>3</sup>	LID Exists
Current		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 No

#### Land and Miscellaneous

Gross Acreage	Taxable Acreage	Assembly District	Precinct	Fire Service Area	Road Service Area
121.12	121.12	Assembly District 007	<a href="#">30-590</a>	900 No Fire Service	030 Trapper Creek RSA

<sup>1</sup> Total Assessed is net of exemptions and deferrals, rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

<sup>2</sup> If account is in foreclosure, payment must be in certified funds.

<sup>3</sup> If you reside within the city limits of Palmer or Houston, your exemption amount may be different.

Last Updated: 2/4/2025 2:00:01 PM



**Matanuska - Susitna Borough  
Land and Resource  
Management Division**

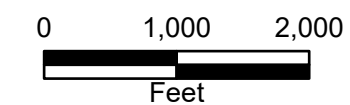
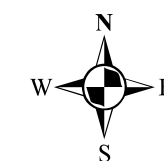
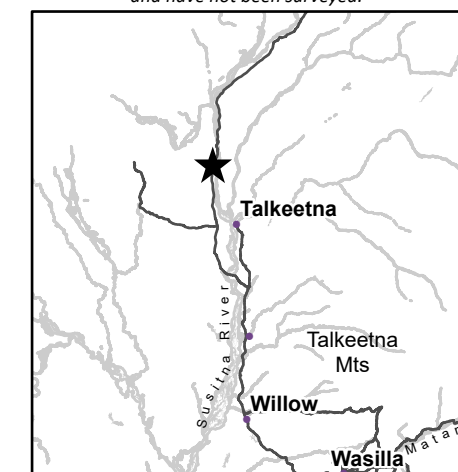


**Mile 128 Parks Highway  
Material Site  
Material Extraction  
CUP Application**

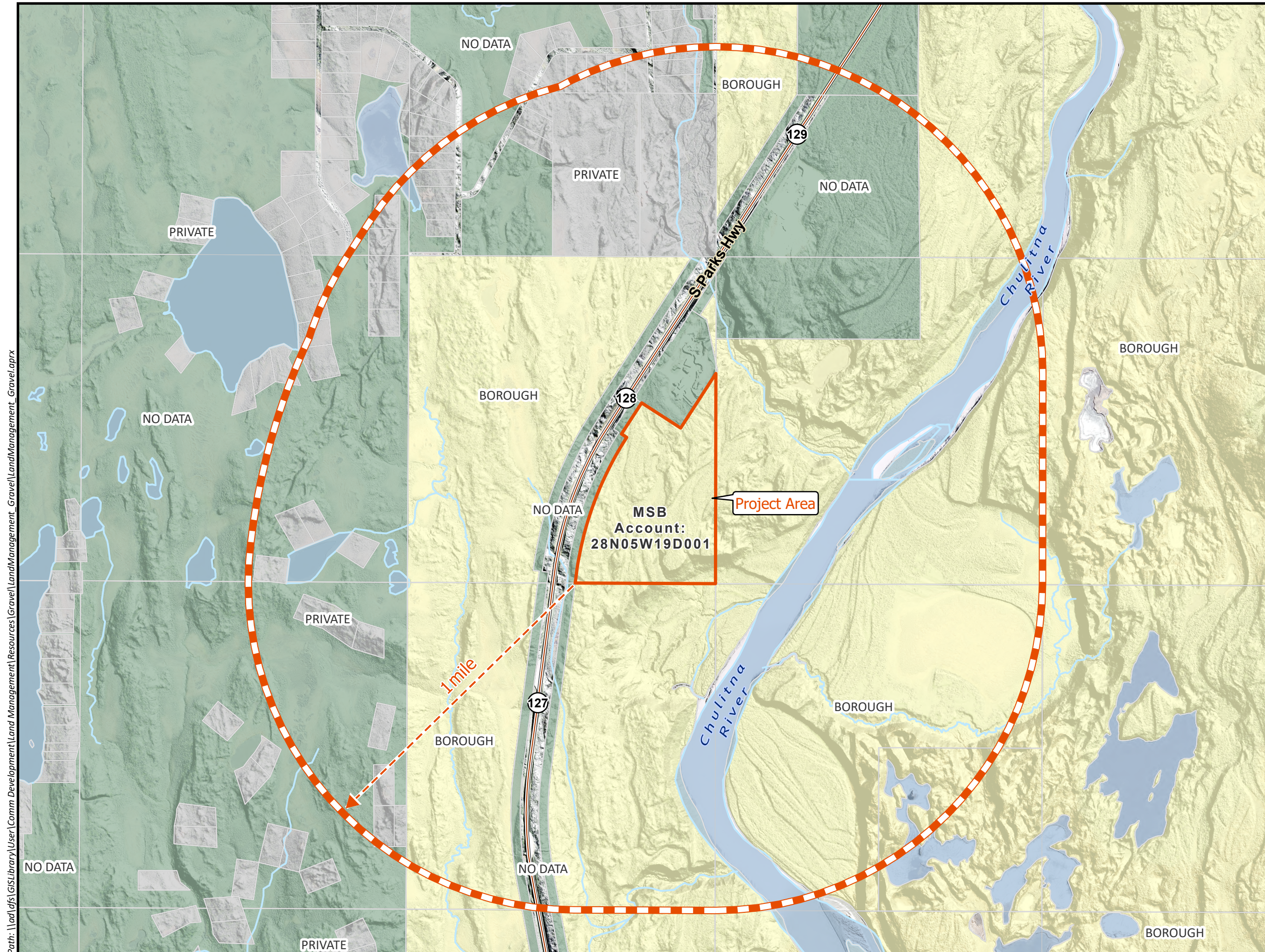
**Exhibit 4  
Surrounding  
Land Ownership**

- LAND STATUS**
- BOROUGH
  - CITY
  - MENTAL HEALTH
  - NATIVE CORP
  - PRIVATE
  - STATE
  - NO DATA - LIKELY STATE

*Project Area boundaries are GIS representations and have not been surveyed.*



Date: January 2025  
Sources: MSB GIS, MSB LRMD, AK DOT  
Projection: NAD 83 AK ST PLN Z4  
Location: MSB  
Author: MSB LRMD/GIS



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**Matanuska - Susitna Borough  
Land and Resource  
Management Division**



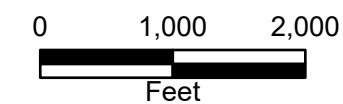
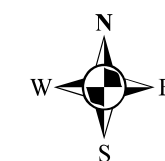
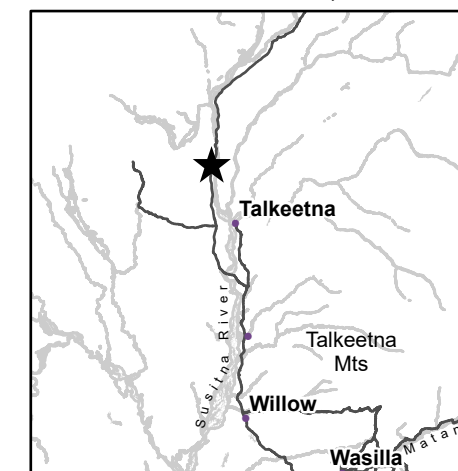
**Mile 128 Parks Highway  
Material Site  
Material Extraction  
CUP Application**

**Exhibit 3  
Wetlands and  
Waterbodies Map**

**Legend**

-  1mi Buffer from Project Area
-  Proposed Material Site
-  Affected MSB Parcels
-  MSB Wetland Mapping
-  MSB Waterbodies

*Project Area boundaries are GIS representations and have not been surveyed.*



Date: January 2025  
Sources: MSB GIS, MSB LRMD, AK DOT  
Projection: NAD 83 AK ST PLN Z4  
Location: MSB  
Author: MSB LRMD/GIS



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Matanuska - Susitna Borough  
Land and Resource  
Management Division



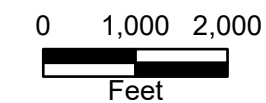
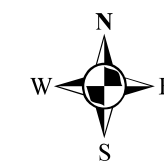
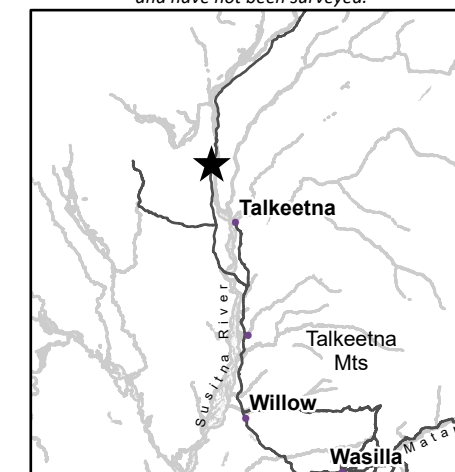
Mile 128 Parks Highway  
Material Site  
Material Extraction  
CUP Application

Exhibit 1  
Vicinity Map

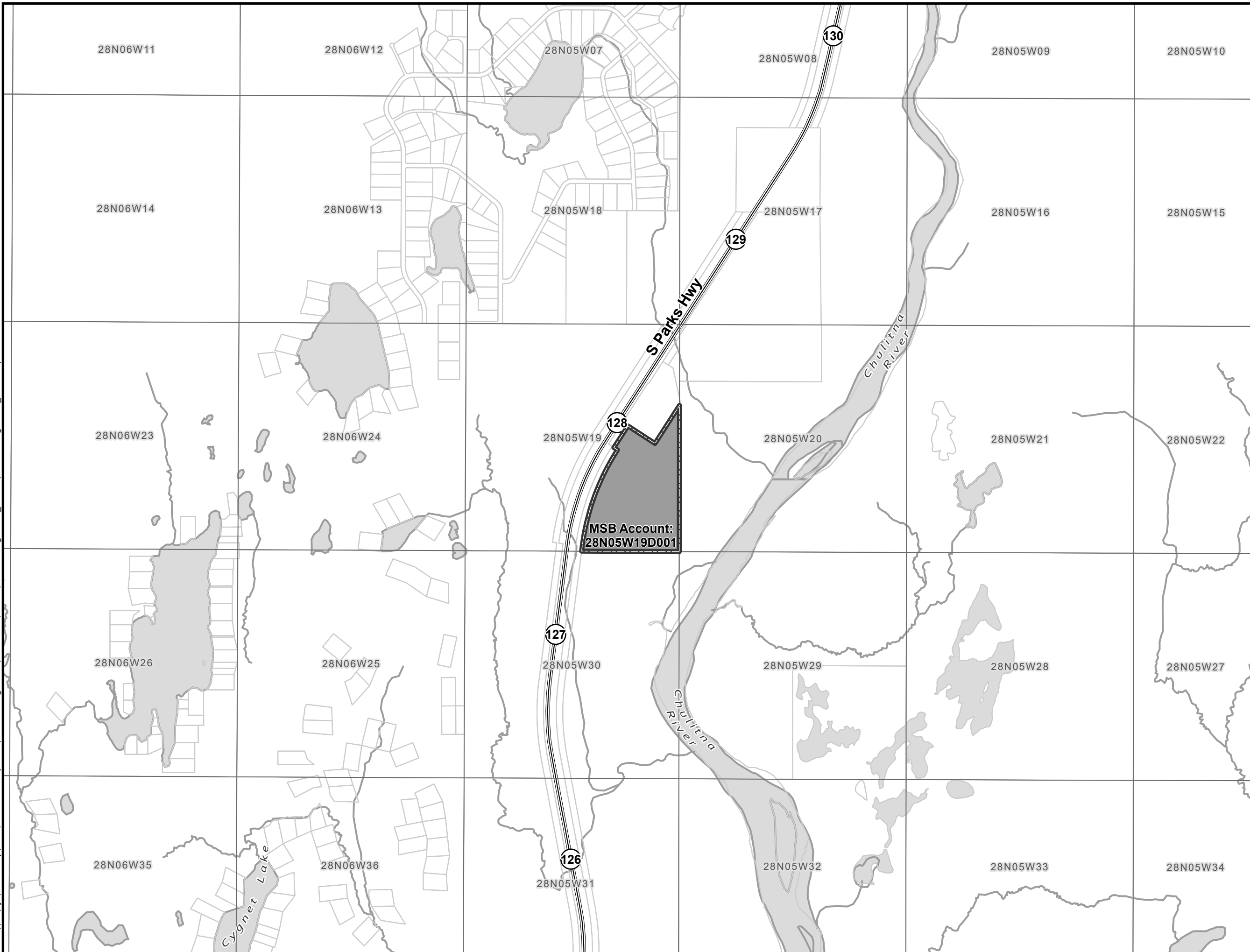
Legend

- Affected MSB Parcels
- Proposed Material Site
- Section Lines

Project Area boundaries are GIS representations  
and have not been surveyed.



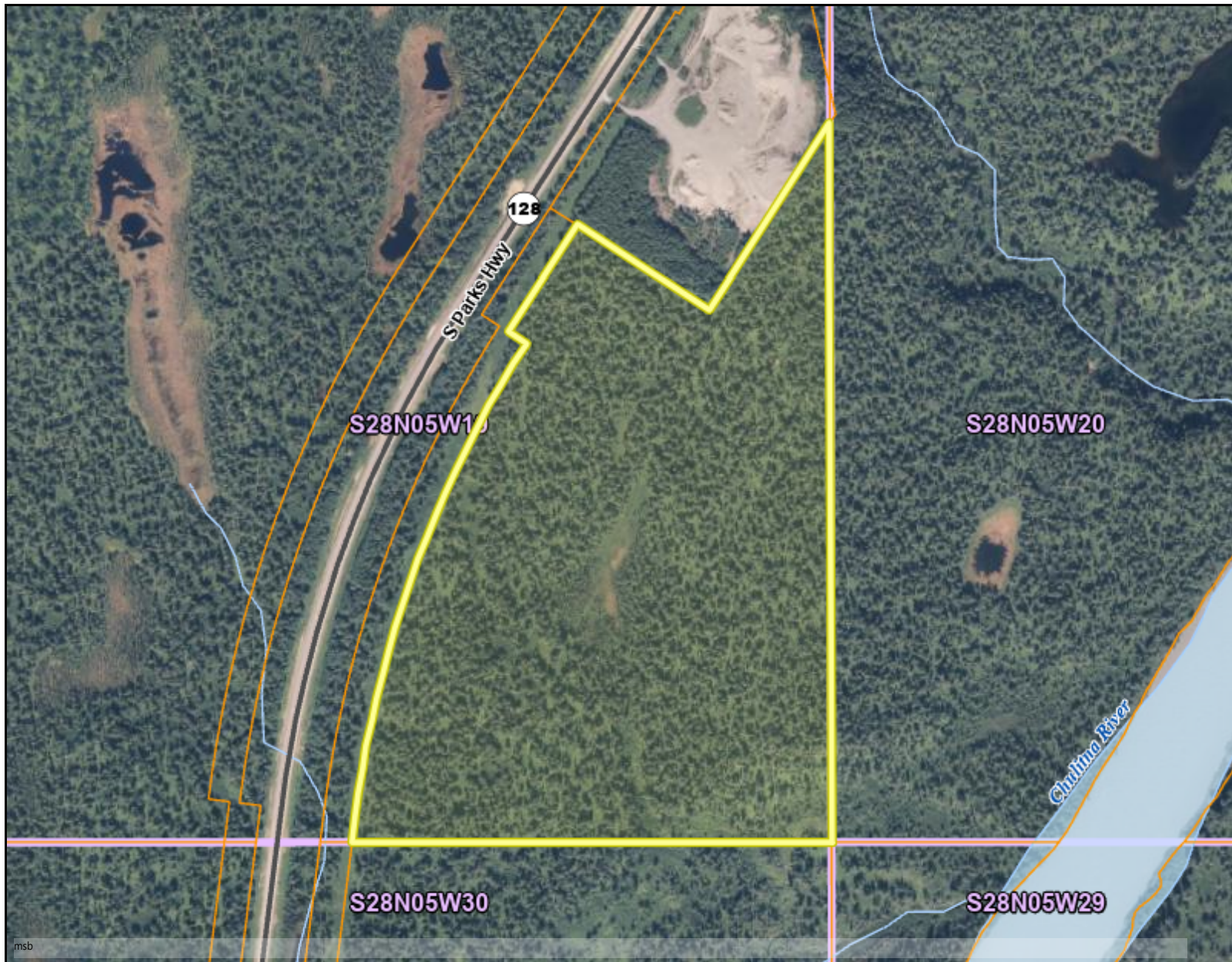
Date: January 2025  
Sources: MSB GIS, MSB LRMD, AK DOT  
Projection: NAD 83 AK ST PLN Z4  
Location: MSB  
Author: MSB LRMD/GIS



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# Matanuska-Susitna Borough



**Legend**

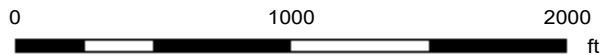
ParcelViewer

- Road Mileposts:
- Roads:
  - Highway:
- Mat-Su Borough Boundary:
- Parcels:
- Section Lines:

1 : 18056



THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

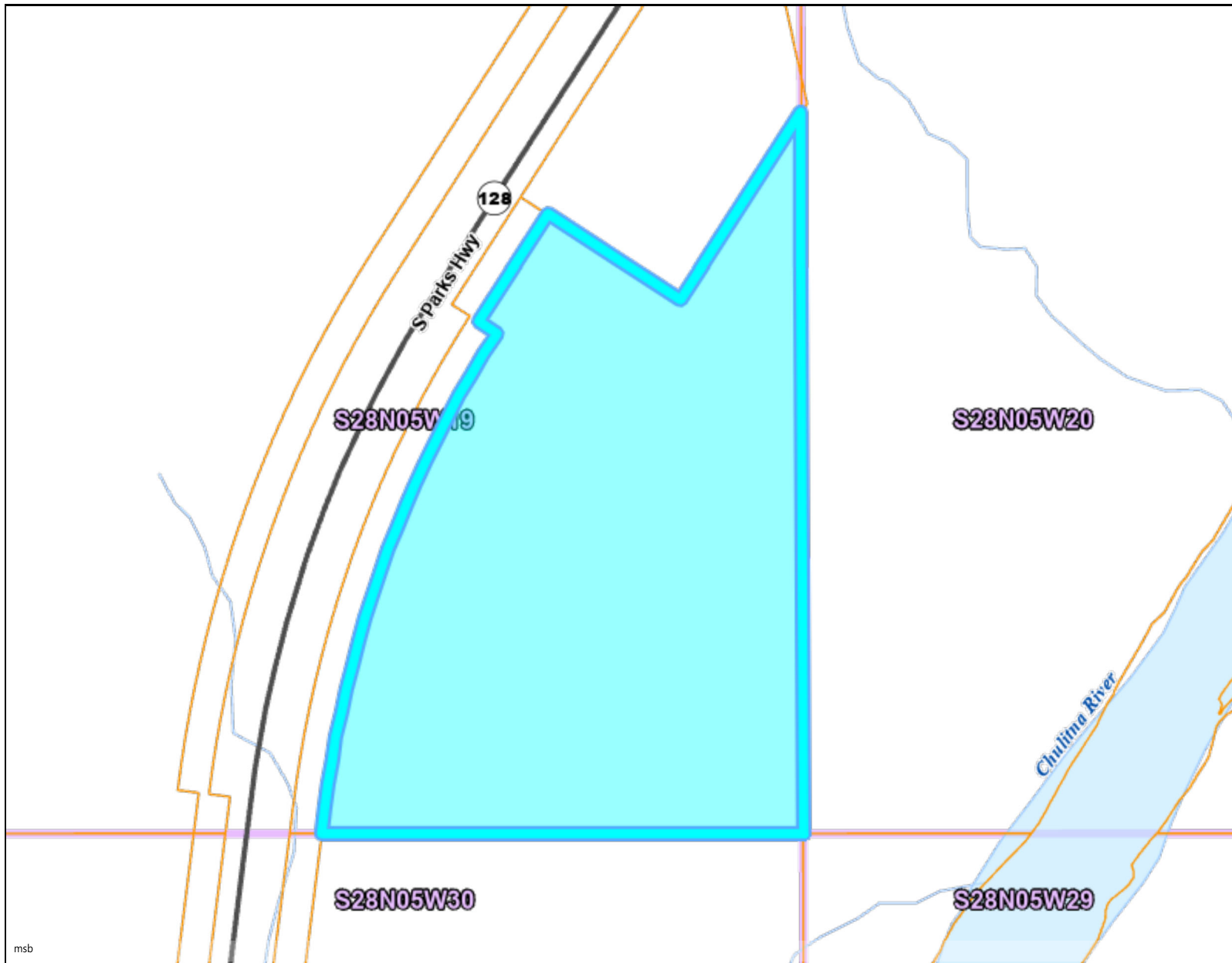
Date: 03/20/25

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**Notes**  
2023 aerial bare earth map



# Matanuska-Susitna Borough



**Legend**

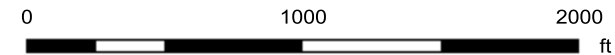
ParcelViewer

- Road Mileposts
- Roads
  - Highway
- Mat-Su Borough Boundary
- Parcels
- Section Lines

1 : 18056



THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

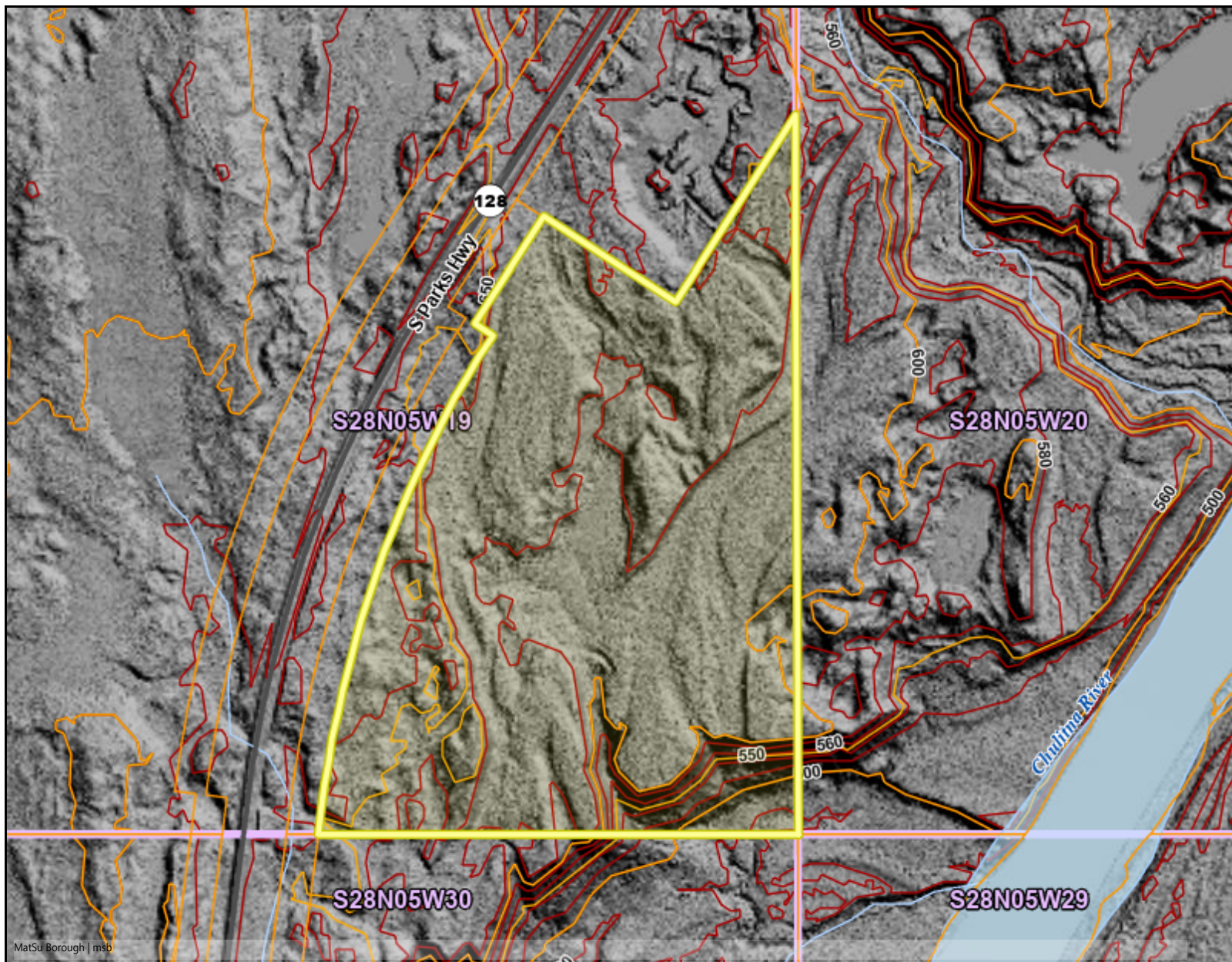
Date: 02/04/25

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**Notes**  
Land Ownership



# Matanuska-Susitna Borough



**Legend**

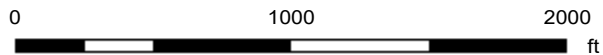
ParcelViewer

- Road Mileposts:
- Roads: Highway
- Mat-Su Borough Boundary:
- Parcels:
- Section Lines:

1 : 18056



THIS MAP IS NOT TO BE USED FOR NAVIGATION

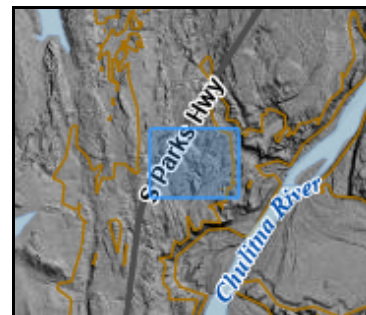
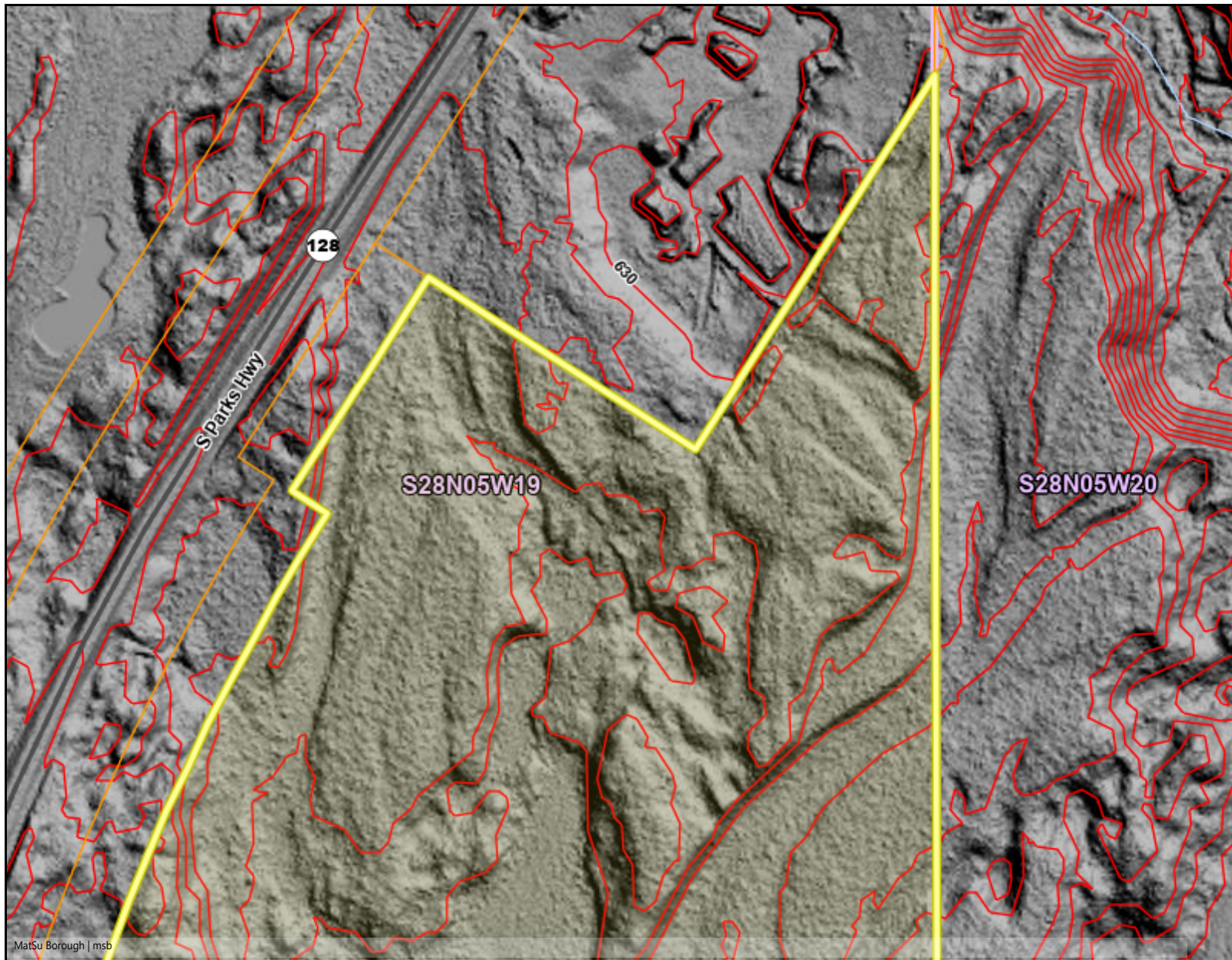


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**Notes**  
2011 Shading and Contours Map



# Matanuska-Susitna Borough



**Legend**

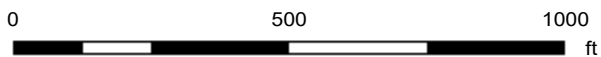
ParcelViewer

- Road Mileposts:
- Roads:
  - Highway:
- Mat-Su Borough Boundary:
- Parcels:
- Section Lines:

1 : 9028



THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

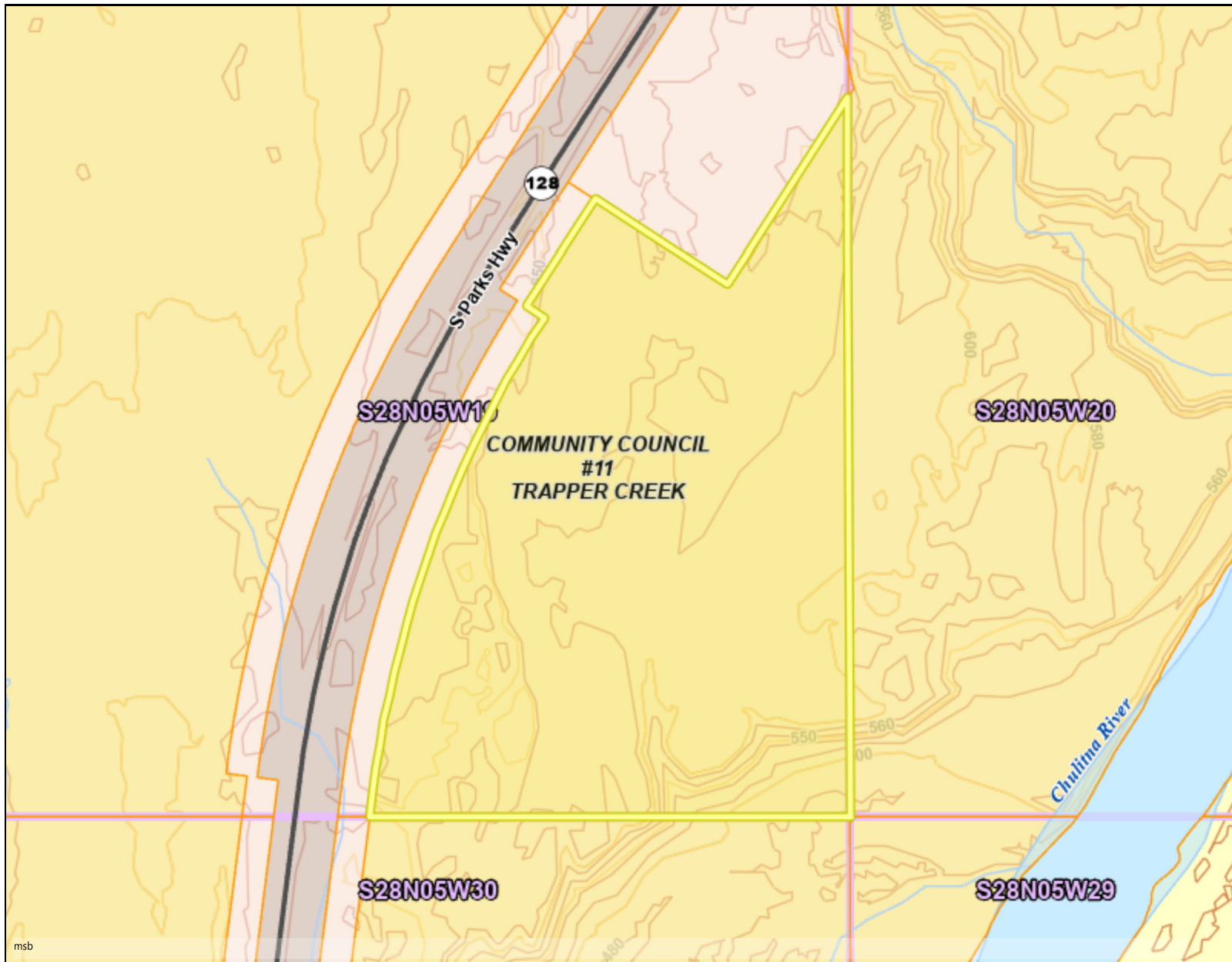
Date: 03/20/25

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**Notes**  
2011 Contours and Shading in approximate operating area.



# Matanuska-Susitna Borough



### Legend

#### ParcelViewer

Road Mileposts



Roads

— Highway

Mat-Su Borough Boundary



Parcels



Section Lines



Land Ownership

■ Borough

■ City

■ Cooperative

■ Federal

■ Mental Health

■ Native Corporation

■ Private

■ Public University

■ Public Use Reserved

■ ROW/RR

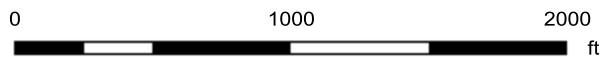
■ ROW/RR

■ Water

1 : 18056



THIS MAP IS NOT TO BE USED FOR NAVIGATION



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

Date: 02/04/25

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### Notes

2011 Contours



**Matanuska - Susitna Borough  
Land and Resource  
Management Division**

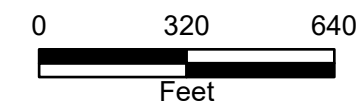
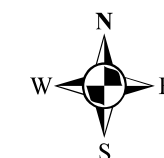
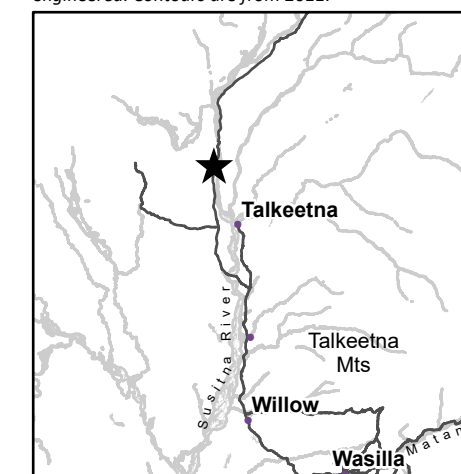


Mile 128 Parks Highway  
Material Site  
Material Extraction  
AP Application

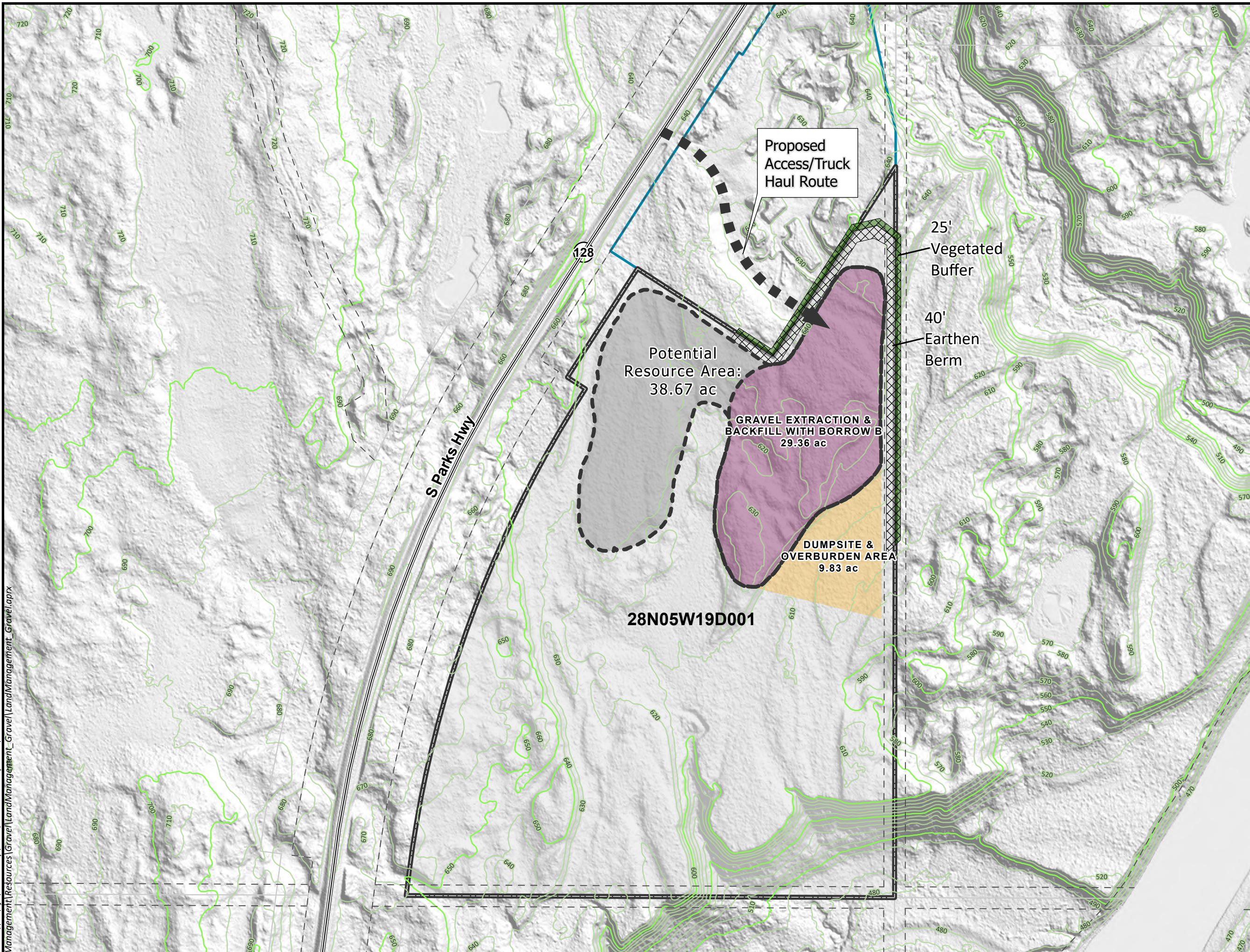
**Exhibit 2  
Site Plan Layout  
Operational Features  
Existing Topography  
(10' Contours)**

- Affected MSB Parcels
- State Parcel
- Proposed Material Site
- Material Extraction Area
- Dumpsite & Overburden Area
- Gravel Extraction & Backfill with Borrow B
- 40' Earthen Berm; 40' Earthen Berm (initial proposed)
- 25' Vegetated Buffer; 25' Vegetated Buffer (initial proposed)
- Proposed Access
- Easements & ROWs

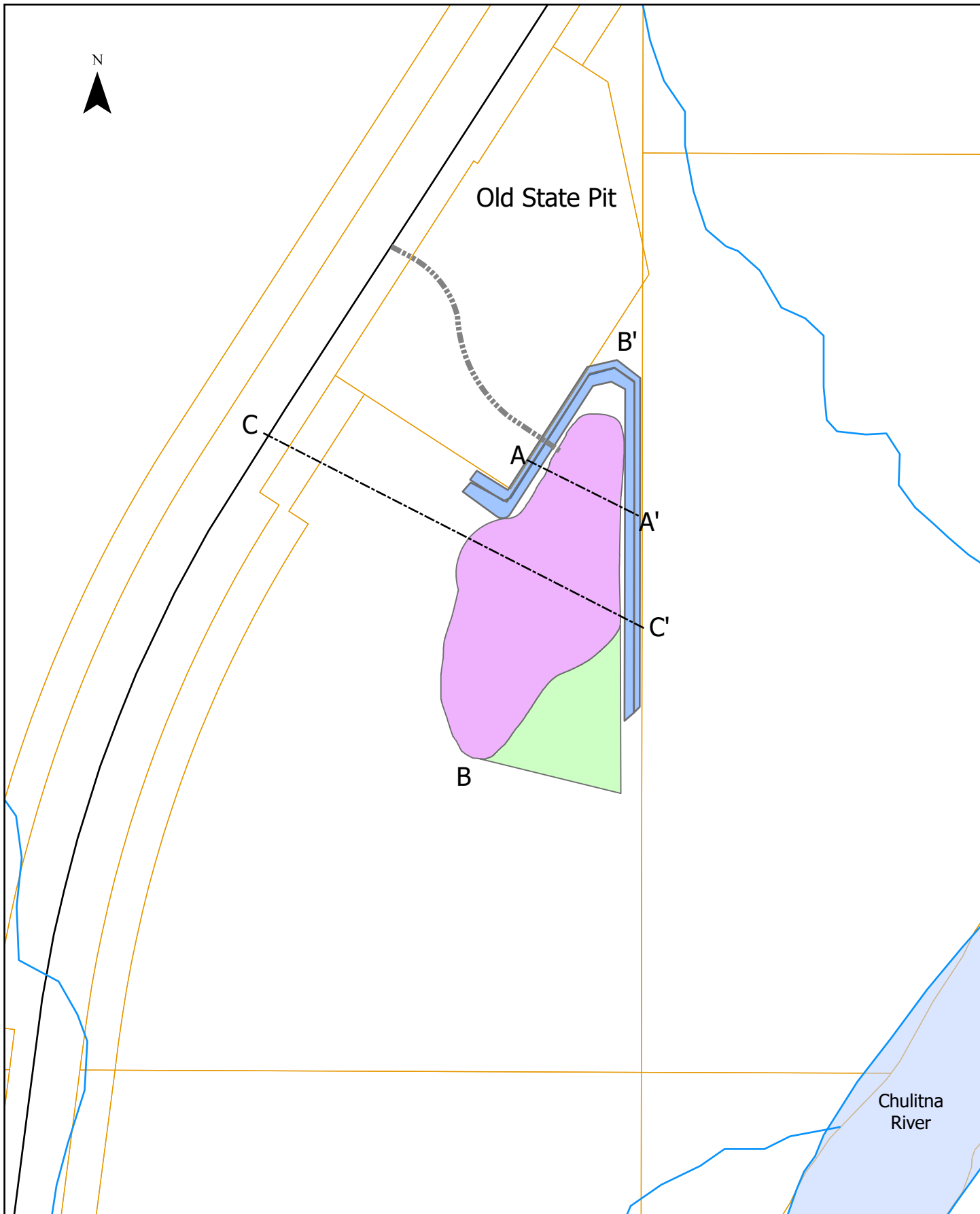
*Project Area boundaries and site elements are GIS representations, and have not been surveyed or engineered. Contours are from 2011.*



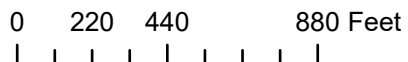
Date: February 2025  
Sources: MSB GIS, MSB LRMD, AK DOT  
Projection: NAD 83 AK ST PLN Z4  
Location: MSB  
Author: MSB LRMD/GIS









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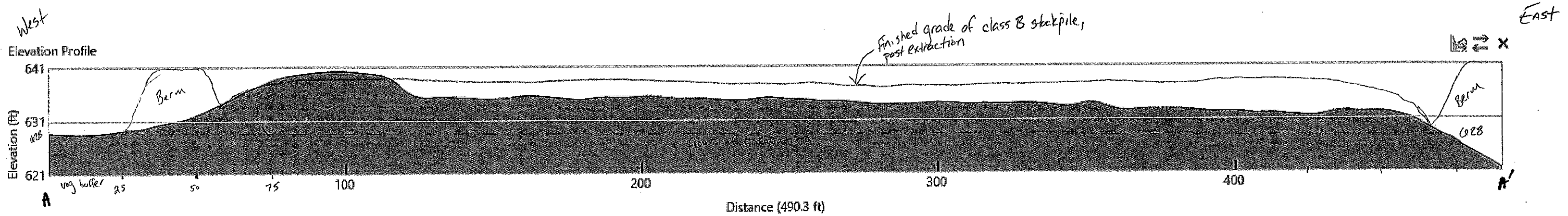


MSB008185 Material Site - Tax ID  
 28N05W19D001  
 T 28N R 05W Sec 19; Tax Map CH 05  
 Cross-Sections



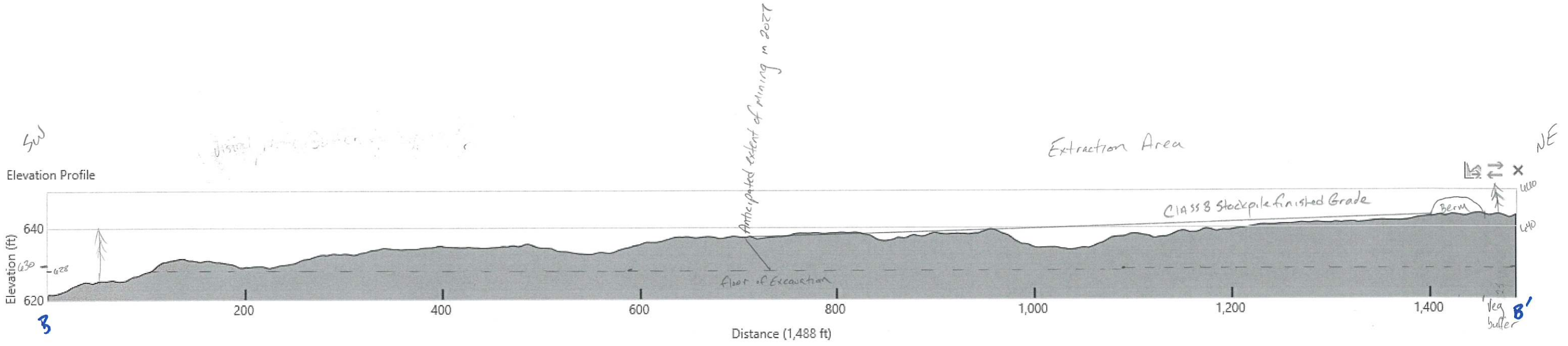
Name	
	OVERBURDEN AREA 9.83 ac
	EXTRACTION AREA 29.36 ac
	<all other values>
	Berm and Buffer
	Cross_Sections
	Haul Route

• A-A' cross-section  
- West - East transect  
MP 128 Admin Permit  
MSB 008185  
28N05W19D001



Elevation Min: 621.73 ft Avg: 633.65 ft Max: 640.34 ft Gain: 16.78 ft Loss: -23.84 ft Slope Max: 32.00% -55.22% Avg: 7.73% -8.73%

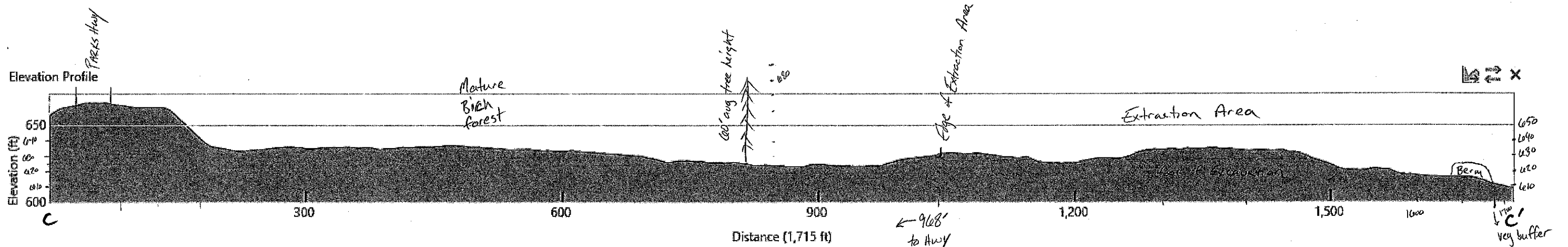
B-B' cross-section  
Southwest-northeast  
MP 128 Admin Permit  
MSB008185  
28N05W17D001



Elevation Min: 621.57 ft Avg: 635.79 ft Max: 643.79 ft Gain: 48.63 ft Loss: -26.99 ft

Slope Max: 25.78% -22.15% Avg: 5.40% -4.60%

C-C' cross-section  
West-East  
MP 128 Parks Admin.  
MS3008185  
28N05W19.5001



Elevation Min: 609.50 ft Avg: 632.48 ft Max: 664.87 ft Gain: 46.25 ft Loss: -93.52 ft

Slope Max: 53.63% -61.64% Avg: 6.42% -9.40%

**From:** [Emerson Krueger](#)  
**To:** [Rick Benedict](#)  
**Cc:** [Joseph Metzger](#)  
**Subject:** FW: RR Cr Bridge: ADL 234621 - Tutka's MSC  
**Date:** Wednesday, April 9, 2025 7:51:30 AM  
**Attachments:** [ADL 234621 - Tutka - MSC 2025 - Executed.pdf](#)  
[LAS 35351 - Tutka LLC - Permit Signed.pdf](#)

---

Good morning,

Just ensuring the final signed documents from DNR authorizing access through their property are included with the packet for the admin permit.

Emerson

---

**From:** John Sommer <[john@tutkallc.com](mailto:john@tutkallc.com)>  
**Sent:** Tuesday, April 8, 2025 4:35 PM  
**To:** Emerson Krueger <[Emerson.Krueger@matsugov.us](mailto:Emerson.Krueger@matsugov.us)>  
**Cc:** Austin Kruse <[austin@tutkallc.com](mailto:austin@tutkallc.com)>; Kyle Johnson <[kyle@tutkallc.com](mailto:kyle@tutkallc.com)>; Amie L. Sommer <[amie@tutkallc.com](mailto:amie@tutkallc.com)>; Teddy Croft <[teddy@tutkallc.com](mailto:teddy@tutkallc.com)>  
**Subject:** Fwd: RR Cr Bridge: ADL 234621 - Tutka's MSC

**[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]**

Emerson,

This is the signed material extraction permit from DNR to mine 5,000 CY out of the DNR site.

We are under the understanding that this pit has, to a large extent, been mined out but we got this permit to allow us to take whatever gravel that we can find in the perimeter of the pit.

Another point of interest is that the DOT pit just north of this pit at 128.2 was excluded from use by our contract with the DOT.

Also, I'm not aware of any gravel sources at MP 126 or 131 that Mr. Crosby is referring to.

I will forward you the Land Use Permit in the following email.

Thanks,  
John Sommer

Tutka LLC  
907-575-8030



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

## Department of Natural Resources

DIVISION OF MINING, LAND & WATER  
Southcentral Regional Land Office

550 West 7th Avenue, Suite 900C  
Anchorage, Alaska 99501-3577  
Main: 907.269.8503  
TTY: 711 or 800-770-8973  
Fax: 907.269.8913

March 10, 2025

Tutka, LLC  
Attn: Kyle Johnson  
2485 E Zak Circle Suite A,  
Wasilla, AK 99654

Re: ADL 234621 – Material Sale Contract Approval

Dear Mr. Johnson,

Enclosed are your executed Material Sale Contracts with a term that expires December 31, 2026 for extracting 5,000 cubic yards from Designated Material Site ADL 231530, located at Milepost 128.2 of the Parks Highway.

Please keep a copy of the signed contract on site. You are required to record daily extraction activities. A template is provided which you may use. Additionally, please remember to take photos during operations and after site reclamation has completed.

If you have any questions or require assistance, please contact me at the above address, at (907) 269-8560 or by e-mail at [grace.newcomb@alaska.gov](mailto:grace.newcomb@alaska.gov).

Respectfully,

A handwritten signature in black ink, appearing to read "Grace Newcomb".

Grace Newcomb  
Natural Resource Specialist III  
Division of Mining, Land and Water  
Southcentral Regional Land Office



**MATERIAL EXTRACTION ACCOUNTING VOUCHER**

Material Removal Period  
From: \_\_\_\_\_  
To: \_\_\_\_\_

Material Sale Contract No. \_\_\_\_\_  
Total Contract Quantity \_\_\_\_\_

DATE	NUMBER OF LOADS	EQUIPMENT & CAPACITY	CUSTOMER'S NAME	ADDRESS	CU. YD QUANTITY	INVOICE NUMBER

Total Cubic Yards Removed For This Period: \_\_\_\_\_

Note: As specified in the contract, this accounting shall be accompanied by payment in the amount of \_\_\_\_\_ per cubic yard removed. Checks should be made payable to State of Alaska.

Total Cubic Yards Removed  
to Date: \_\_\_\_\_

I HEREBY CERTIFY THAT THIS ACCOUNTING  
IS TRUE AND CORRECT:

\_\_\_\_\_  
SIGNATURE OF BUYER

**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 SALE CONTRACT**  
AS 38.05.550-565

Issuance Date: **March 10, 2025**

Expiration Date: **December 31, 2026**

**ADL # 234621**

**Federal Tax I.D.:**

Under Alaska Statutes (AS) 38.05.550-565 (Material Sales), other applicable statutes, and the regulations implementing these statutes, the State of Alaska, Department of Natural Resources (DNR), Division of Mining, Land and Water, the SELLER, whose address is 550 West 7<sup>th</sup> Ave., Suite 900C, Anchorage, AK 99501-3577, agrees to sell and the BUYER, Tutka, LLC, doing business as Tutka, LLC, whose address is 2485 E Zak Circle Suite A, Wasilla, AK 99654, 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 three (3) acres, more or less. The sale area is depicted on the attached map, which is made a part of this contract, or as designated on the ground by the SELLER. The material sale is within designated material site ADL 231530, located at milepost 128.2 of the Parks Hwy, near Talkeetna, Alaska. The site is further described as being within Section 19 and 20, Township 28 North, Range 5 West, Seward Meridian.

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

<u>Type of Material</u>	<u>No. of Units (cubic yards)</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Sand/Gravel</b>	<b>5,000</b>	<b>\$3.00</b>	<b>\$15,000.00</b>

2. Payments, Deposits, and Reports. 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 initial deposit in the amount of **\$1,500.00** (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 after December 31.

(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, based on records required in paragraph 3 of this contract and must be submitted to the SELLER no later than the fifth working day after December 31. This report shall be filed regardless of whether material was removed during the reporting period.

(e) A final accounting and payment for material removed and a completion report, as required under paragraph 4(k)(21) of this contract, must be submitted no later than 30 days following contract expiration, 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 and Water within 45 days after receiving the final accounting report and completion report.

(f) If the BUYER fails to make a payment provided for in this contract, the SELLER may, under paragraph 10(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 Division of Mining, Land and Water (DMLW) only after the payments in arrears plus the penalty provided for in paragraph 2(g) have been paid.

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

(h) All payments and deposits must be remitted to the Division of Mining, Land and Water and must be made payable to the State of Alaska and include the identifying **ADL 234621** number.

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

- 1) Should the administrative base price, representative regional sales price, or fair market value 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.

- 2) Material extraction in excess of 25% of the material volume covered by this contract is considered taken in trespass and to be charged to and paid for by the BUYER at triple the unit contract price or triple the current unit representative regional sales price, or triple the pecuniary gain realized by the BUYER as a result of the trespass. Said trespass penalties are in addition to other administrative or legal proceedings imposed by State law.
- 3) Material extraction outside of an active contract term is considered taken in trespass and is to be charged to and paid for by the BUYER at triple the unit contract price.

### 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) Volume shall be measured in cubic yards of truck load capacity of a gravel truck(s) multiplied by the number of loads removed; or
- 2) Volume shall be measured by weight of the extracted material converted to cubic yards. The standard of density and conversion rate must be provided to the SELLER; or
- 3) Another volume accounting method may be approved by the SELLER.

(b) The BUYER shall keep daily, 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. **Accounting vouchers detailing the dates and amounts of material removed are due to the Department of Natural Resources (DNR) by December 31 of each year the contract is in effect.** Whether or not material was removed during a reporting period, the BUYER agrees to submit an accounting voucher to the SELLER.

(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 nor 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 and shall take all prudent precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion or destruction of the land. No construction material, fill, waste asphalt, damaged culverts or any other debris shall be stockpiled within site boundaries. Stockpiled material and/or overburden shall not be placed in wetlands.

(c) Erosion Control and Protection of Waters. Road construction or 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 95.011, Waters important to anadromous fish.

(d) Fire Prevention, Protection and Liability. 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, Contractors or Subcontractors. 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. The BUYER shall notify the SELLER when a contractor or subcontractor has been selected to perform work in the material site on behalf of the BUYER. The notice must include the name and contact information for the contractor or subcontractor, the project name or number, the expected time period for the contractor or subcontractor to be working in the material site, and the estimated volume of material to be extracted by the contractor or subcontractor.

(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. Any survey(s) that may be necessary or requested by the regional manager shall be submitted within nine months of the date of the regional manager's request.
- 2) Extraction Area. This contract authorizes removal of material only from the area defined in this contract. All work will be confined within the site boundaries. The BUYER is responsible for properly locating the material site and the working limits within the material sale area, as shown on the attached map.
- 3) Site Development. Overburden and topsoil shall be stockpiled separately and must be placed in a stable location, protected from contamination by acidic or toxic materials, and in a manner which will prevent erosion and preclude runoff from contaminating adjacent waterways. Topsoil is not permitted to be removed from site unless written authorization is received from the SELLER.
- 4) Reclamation. Upon completion, expiration, or termination of the contract, the site will be left in and cleaned to a condition that is acceptable to DMLW and reclaimed in accordance with the DMLW approved Reclamation Plan. Reclamation shall be to the standards of DMLW and shall include repair of access roads to and within the site, disposal of remaining stockpiles, and other procedures 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 and less than 2:1 at the end of each season.
- 5) Other Authorizations. The issuance of this contract does not alleviate the necessity of the BUYER to obtain any necessary state, federal, or local authorizations required for this activity. Failure to do so shall be considered a breach of the terms and conditions of this contract and may be cause for contract revocation or suspension.
- 6) 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. Disposal of grey or black water waste into the ground surface or nearby water sources from any operation associated with this authorization is specifically prohibited.
- 7) Stream Crossings. Location and improvements necessary for stream crossings for haul roads must be approved in advance by DNR. Road construction or operations in connection with this project must be conducted so as to avoid damage to streams, lakes, or other water

areas and land adjacent to them.

- 8) Erosion. The BUYER shall conduct all operations in a manner, which will prevent unwarranted erosion. Any such erosion shall be repaired in a manner satisfactory to DNR at the BUYER's expense.
- 9) Alaska Historic Preservation Act. Historic, archeological and paleontological objects are part of Alaska's cultural heritage and are protected under AS 41.35. The BUYER will consult the Alaska Heritage Resources Survey (907-269-8721) so that known historic, archeological and paleontological sites may be avoided. If the BUYER, its officers, agents, employees, contractors, subcontractors, or their personnel encounter any paleontological, archeological or historic sites or artifacts, the BUYER shall suspend all field activities on the affected portion of the parcel and shall immediately notify the State Historic Preservation Officer (SHPO) at 907-269-8721. The BUYER shall not resume field activities within the affected portion of the parcel until obtaining authorization from the SHPO.
- 10) Equipment or Vehicle Maintenance. Equipment or vehicle maintenance will be performed over an effective impermeable barrier.
- 11) Fuel, Hazardous Substances, and Explosives. No fuel, hazardous substances, or explosives are to be stored on the subject parcel without a Land Use Permit or other written approval by the SELLER. All petroleum, oil and lubricants (POL) (e.g., motor oil and fuel) will be stored in double walled tanks or a lined bermed area designed to contain at least 110 percent of the total amount of POL stored. The use and storage of hazardous substances and explosive material by the contractor must be 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 waste and must be removed from the site and managed and disposed of in accordance with state and federal law. Sorbent material in sufficient quantity to handle operational spills must be on site at all times for use in the event of a spill. Oil and fuel spills shall be cleaned up immediately and contaminated ice, snow or earth material shall be disposed of as required by the Alaska Department of Environmental Conservation (DEC) regulations. Failure to carry out this stipulation may lead to contract suspension.
- 12) Notification of Discharge. The BUYER shall immediately notify the Department of Environmental Conservation (DEC) and SELLER of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.  
If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, the BUYER shall report the discharge within 48 hours. Any discharge of oil greater than one gallon up to 10 gallons, including a cumulative discharge, solely to land, must be reported in writing on a monthly basis.

Notification of discharge must be made to DEC online at ReportSpills.alaska.gov or by phone at 1-800-478-9300. Notification of discharge must be made to the appropriate DNR Office, preferably by e-mail: Anchorage email [dnr.scro.spill@alaska.gov](mailto:dnr.scro.spill@alaska.gov), (907) 269-8528; Fairbanks email [dnr.nro.spill@alaska.gov](mailto:dnr.nro.spill@alaska.gov), (907) 451-2739; Juneau email [dnr.sero.spill@alaska.gov](mailto:dnr.sero.spill@alaska.gov), (907) 465-3513. The BUYER shall supply the SELLER with all incident reports submitted to DEC.

- 13) SWPPP and APDES. The BUYER shall comply with the requirement of DEC's 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).
- 14) 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.
- 15) Coordination. The BUYER shall coordinate all operations with the Alaska Department of Transportation and Public Facilities (DOTPF) and 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.
- 16) Stockpiles. Leaving stockpiles on site once the contract has expired is prohibited, unless the BUYER receives written approval from the SELLER. All stockpiles must be regraded flat or removed from site. The BUYER shall not disturb or remove material from existing stockpiles. 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.
- 17) 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.
- 18) Waste. All waste generated during operation and termination activities under this authorization shall be removed or otherwise disposed of as required by state and federal law. No waste shall be deposited or buried on the authorized site of this contract. Waste in this subparagraph means all discarded matter, including, but not limited to, human waste, trash, garbage, refuse, litter, oil drums, petroleum products, ashes, scrap steel or used culverts and discarded equipment.
- 19) Fill. No fill shall be deposited or stored within the material site from outside the boundaries of the material site, without prior written approval from the SELLER. Fill in this subparagraph means but is not limited to overburden, topsoil, recycled asphalt pavement



(RAP), trash, garbage, refuse, litter, oil drums, petroleum products, ashes, scrap steel, used culverts, machinery parts, or discarded equipment.

- 20) Access. No material of any type, including excavated material or vegetation, shall be placed, stockpiled, discarded, or otherwise disposed of in such a way as to block access to the material site.
- 21) Completion Report. A final accounting and payment for material removed and a completion report must be submitted no later than 30 days following contract expiration, or when removal has been completed 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 and Water within 45 days after receiving the final accounting report and completion report.

The completion report shall consist of a series of ground level or aerial photographs taken before, during, and after the extraction along with a statement confirming:

- i) compliance with stipulations requiring the removal of personal property, restoration and reclamation of the extraction area; and
- ii) the photographs accompanying the report accurately depict the site before extraction, during operations, and the condition of the vacated and restored site 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 of which the BUYER may be assessed, at the Director's discretion, either the actual cost incurred by the Division of Mining, Land & Water or the fee under 11 AAC 05.130(d)(1)(F). Reimbursement for costs for the field inspection under this section may be taken from the performance guaranty.

- 22) Contract. The permittee or their agent shall carry a copy of the executed contract while operating in the material site. No material will be removed without the issued contract in hand.
- 23) Rights. Exclusive use of the material site is not granted by the issuance of this contract. There shall be no interference with other operators in the material site. DNR retains the right of use and ingress to and egress from any portion of the material site.
- 24) Permits. Storage of equipment and materials as well as processing and staging operations may require a Land Use Permit from DNR.
- 25) Quarry Operations. Material preparation and extraction shall always be carried out adhering to sound engineering principles.
- a) Any rock larger than one cubic yard may be required to be redrilled, blasted, and removed from the quarry.

- b) Any misfired holes shall be deactivated before resuming operations.
- c) The operator is responsible for giving notice of blasting to all individuals in residence of one (1) mile of the blast area at least one day prior to blasting. If the operator does not adhere to this provision this contract may be terminated.
- d) A blasting plan must be provided to DMLW, with all blasting occurring only during the times and dates listed on the blasting schedule. If the operator does not adhere to this provision this contract may be terminated.
- e) The working area may be extended uphill maintaining vertical face cuts not to exceed 40 feet with intervening benches not less than 15 feet in width. Benches must be widened before lower faces may be extended to preserve the benches at all times.
- f) Loosened rock in face shall be scaled down to provide safe working conditions.
- g) Access ramps to upper levels shall be constructed and shall be located as approved by DMLW. Said ramps shall remain as fixed features providing permanent access to the upper levels unless authorized to be relocated by DMLW.
- h) After excavation is complete, the Buyer shall leave the pit wall in a stable condition so that it will not collapse, nor will loose rock that presents a safety hazard fall from it. The remainder of oversized other loose rock shall be pushed up against the pit wall to keep people and vehicles away from the wall.

#### 5. Indemnity of SELLER.

(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.

#### 6. Bonding.

(a) Performance Bond. 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. A bond acceptable to the SELLER in the amount of **\$1,500.00** must be filed with the SELLER at the time of execution of this contract to ensure the BUYER's performance and financial responsibility. A \$1,500.00 bond is consistent with 11 AAC 71.095 and the total value of the material sale.

(b) Reclamation Bond. The BUYER shall remit a reclamation bond in the amount of **\$N/A** (consistent with AS 27.19 and 11 AAC 97) to ensure performance of the reclamation plan requirements. The BUYER's Material Site Reclamation Letter of Intent, submitted with their application, is attached to, and made a part of, this contract. The reclamation bond may be released upon the Division of Mining, Land and Water's approval of the reclamation. A BUYER may be exempt from the reclamation bond requirement because either the BUYER (1) has filed a Letter of Intent, or (2) is an agency of the State of Alaska, the federal government, or a municipality.

## 7. Insurance.

The BUYER is required to carry commercial liability insurance with the State of Alaska listed as an "**additional insured party**". The case number **ADL 234621** is to be referenced on the policy.

Insurance is required and is subject to annual review and adjustment by the Division of Mining, Land and Water. The Division of Mining, Land and Water may require a reasonable increase based on a change in the BUYER's Development Plan or with increased risk. The insurance policy(s) must be written by a company(s) on the Division of Insurance's "admitted list" and the broker/agent must be licensed to do business in the State. If surplus lines insurance is provided, the broker must have a surplus broker license and be listed on the "surplus lines insurance list". Additional information regarding the admitted and surplus lines lists may be obtained from the Division of Insurance at (907) 269-7900.

Consult, as appropriate, with an insurance professional licensed to transact the business of insurance under Alaska Statute, Title 21, to determine what types and levels of insurance are adequate to protect the BUYER and lessor (the State, its officers, agents and employees) relative to the liability exposures of the BUYER's commercial operations.

Secure or purchase at BUYER's own expense and maintain in full force at all times during the term of the contract, adequate insurance policies and coverage levels recommended by an insurance professional, licensed to transact the business of insurance under Alaska Statute, Title 21, and acceptable to the State of Alaska. The State will expect to see at a minimum, the following types of coverage:

- **Commercial General Liability Insurance:** The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Alaska Department of Administration.
- **Workers' Compensation Insurance:** The BUYER shall provide and maintain, for all its employees, Workers' Compensation Insurance as required by AS 23.30.045. Where applicable, coverage must comply with any other statutory obligations, whether Federal (i.e. U.S.L. & H or Jones Act) or other State laws in which employees are engaged in work

on the premises. The insurance policy must contain a waiver of subrogation clause in favor of the State of Alaska.

Provide proof of insurance to the Division of Mining, Land and Water on a yearly basis. The certificate must provide for a 30-day prior notice to the State of Alaska in the event of cancellation, nonrenewal, or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of the contract and shall be grounds, at the discretion of the Division of Mining, Land and Water, for termination of the contract. Generally, the Division of Mining, Land and Water will rely upon the best professional judgment of the licensed insurance agent and, at renewal, the agent's annual reassessment of the insured's liability exposure for determination of adequate levels of coverage. The Division of Mining, Land and Water reserves the right to require additional coverage if, in its discretion, it determines that it may be warranted.

In the event the BUYER becomes aware of a claim against any of its liability coverage, the BUYER shall notify and provide documentation and full disclosure of the claim to the Division of Mining, Land and Water within 20 days.

8. 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, if any, applicable to improvements and occupancy under this contract are listed in paragraph 4(k) of this contract.

9. 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.

#### 10. 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 10(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.

11. 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.

12. 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-.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.

13. Assignment. This contract may not be assigned by the BUYER without the SELLER's prior written consent to the assignment.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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:** State of Alaska

Department of Natural Resources  
Division of Mining, Land and Water  
550 West 7<sup>th</sup> Avenue, Suite 900C  
Anchorage, AK 99501-3577

**To the BUYER:** Tutka, LLC  
2485 E Zak Circle, Suite A  
Wasilla, AK 99654

20. 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.

21. 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.

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

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

24. "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.

25. 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 Division of Mining, Land and Water.

*Signature page follows:*

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:**

Tutka, LLC  
2485 E Zak Circle, Suite A  
Wasilla, AK 99654

**SELLER:**

State of Alaska  
Department of Natural Resources  
Southcentral Regional Land Office  
550 W. 7<sup>th</sup> Ave. Suite 900C  
Anchorage, AK 99501

*John Sommer*

*Cinnamon Micelotta*

Date: 2 / 10 / 2025

Date: 3/10/2025

STATE OF ALASKA )  
  ) ss.  
3rd Judicial District )

THIS IS TO CERTIFY that on February 10th, 2025 before me appeared John Sommer, known by me to be the person named in and who executed this Material Sale Contract and acknowledged voluntarily signing it as BUYER.

Notary Public  
KARA L. SEVERSON  
State of Alaska  
My Commission Expires October 10, 2027

*Kara L. Severson*  
Notary Public in and for the State of Alaska  
My commission expires: Oct 10, 2027

STATE OF ALASKA )  
  ) ss.  
3rd Judicial District )

THIS IS TO CERTIFY that on March 10<sup>th</sup>, 2025 before me appeared Cinnamon Micelotta 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, and who is fully authorized by the State to do so.

STATE OF ALASKA  
NOTARY PUBLIC  
Grace Newcomb  
My Commission Expires With Office

*Grace Newcomb*  
Notary Public in and for the State of Alaska  
My commission expires: With Office





**General Location Map**  
**Material Site ADL 231530**  
**Material Sale ADL 234621**

- Material Site Boundary
- Man Camp
- Material Extraction
- Stockpiles

Material Site ADL 231530 is located at MP 128.2 along the Parks Highway. This site encompasses approximately 31 acres. The proposed extraction area within Material Sale ADL 234621 is approximately 3 acres. This site is further described as being located within Sections 19 and 20, Township 19 North, Range 5 West, Seward Meridian.

Note: This is a planning document only. Boundaries shown on this drawing are approximate. This does not convey property interest, as such, is used only as a representation of the project. World Imagery.



**N**  
 Date: 2/5/2025



**LAND USE PERMIT  
AS 38.05.850**

**PERMIT # LAS 35351**

TUTKA LLC herein known as the Grantee, is issued this permit from the Department of Natural Resources, herein known as the Grantor, authorizing the use of state land within:

**Legal Description:**

Sections 19 and 20, Township 28 North, Range 5 West, Seward Meridian

**This permit is issued for the purpose of authorizing the following:**

A crew camp and staging area in a materials site (ADL 231530) located near milepost 128.2 Parks Highway, in support of a Railroad Creek Bridge Project. Staging would include fuel storage tanks, (4) office trailers, (1) storage shed, (10) camper trailers, (4) Porta-Cans, (2) Connex's, and heavy equipment. Permittee also plans to connect to a nearby powerline and remove the connection at their own cost.

This permit is for the term beginning **February 10, 2025** and ending **February 9, 2027** unless sooner terminated at the state's discretion, effective the date of signature by the Authorized State Representative. This permit does not convey an interest in state land and as such is revocable, with or without cause. The Grantor will give 30 days' notice before revoking a permit at will. A revocation for cause is effective immediately. No preference right for use or conveyance of the land is granted or implied by this authorization.

This permit is issued subject to the following:

- Payment of the annual use fee in the amount of \$4,200.00 due on or before the annual anniversary date and any additional fees identified in the stipulations below.
- Remittance of a performance guaranty in the amount of \$20,000.00 as required in the stipulations below.
- Proof of insurance as described in stipulations below.

The non-receipt of a courtesy billing notice does not relieve the Grantee from the responsibility of paying fees on or before the due date.

All activities shall be conducted in accordance with the following stipulations:

1. **Authorized Officer:** The Authorized Officer (AO) for the State of Alaska (State), Department of Natural Resources (DNR), Division of Mining, Land and Water (DMLW), is the Regional Manager or designee.
2. **Change of Contact Information:** The Grantee shall maintain current contact information with the AO. Any change of contact information must be submitted in writing to the AO.
3. **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.
4. **Preference Right:** No preference right for subsequent authorizations is granted or implied by this authorization.
5. **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.
6. **Public Access:** The construction, operation, use, and maintenance of the authorized area shall not interfere with public use of roads, trails, waters, landing areas, and public access easements. The ability to use or access state land or public waters may not be restricted in any manner. However, if a specific activity poses a safety concern, the AO may allow the restriction of public access for a specific period of time. The Grantee is required to contact the AO in advance for approval. No restriction is allowed unless specifically authorized in writing by the AO.
7. **Public Trust Doctrine:** This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters which 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. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
8. **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.
9. **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.
10. **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.

- 11. 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.
- 12. 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.
- 13. Posting Placard:** The placard included with this permit shall be placed on-site in a conspicuous location visible from the most common access route or vantage point.
- 14. Permit Extensions/Reissuance:** Any request for permit extension or reissuance should be submitted at least 90 days prior to the end of the authorized term. A written statement requesting a one-year extension confirming there will be no changes to the development/operations plan, including photographs clearly depicting the current condition of the site and any improvements, must be submitted to the AO with any required filing fee. A new Land Use Permit application and any required filing fee is required when requesting reissuance of up to five years or for modifications to the approved development/operations plan on file with DMLW.
- 15. Assignment:** This permit may not be transferred or assigned.
- 16. Reservation of Rights:**
  - a. The AO reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization.
  - b. 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.
  - c. The AO may require authorized concurrent users of state land to enter into an equitable operation or maintenance agreement.
- 17. TAPS Pipeline Corridor:** Operations within or crossing the Trans-Alaska Pipeline corridor shall require prior authorization from Alyeska Pipeline Service Company, coordinated through the DNR State Pipeline Coordinator's Section at (907) 271-4336.
- 18. Violations:** A violation of this authorization is subject to any action available to the State 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 State may seek damages available under a civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or AS 09.45.735 for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

- 19. Directives:** Directives may be issued for corrective actions that are required to correct a deviation from design criteria, project specifications, stipulations, State statutes or regulations. Work at the area subject to the Directive may continue while implementing the corrective action. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
- 20. Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, State statutes or regulations and that deviation is causing or is likely to cause significant damage to state resources. Under a Stop Work Order, work at the area subject to the Stop Work Order may not resume until the deviation is cured and corrective action is taken. Corrective action may include halting or avoiding specific conduct, implementing alternative measures, repairing any damage to state resources that may have resulted from the conduct, or other action as determined by DNR.
- 21. Possession of Permit:** The Grantee must be in possession of this authorization when engaged in the permitted activity. The authorization must be presented or displayed upon request by an authorized officer or law enforcement personnel.
- 22. Notification of Discharge:** The Grantee shall immediately notify the Department of Environmental Conservation (DEC) and AO of any unauthorized discharge of any amount of oil to water, a discharge of any amount of a hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported immediately.

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

Notification of discharge must be made to DEC online at [ReportSpills.alaska.gov](http://ReportSpills.alaska.gov) or by phone at 1-800-478-9300.

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

- 23. Batteries:** Batteries which contain hazardous liquids should be completely sealed valve regulated, spill-proof, leak-proof and mounted in an appropriate container. Batteries lacking the preceding properties must have an appropriate drip pan designed to hold 110% of the total liquids held by the battery/batteries. Batteries, new or used, may not be stored or warehoused. Any battery/batteries that are not in use must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances. All hazardous material containers shall be marked with the Grantee's or contractor's name, dated, and transported in accordance with 49 CRF 172 (EPA Hazardous Material Regulations) and 18 AAC 62.

- 24. 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.
- 25. Late Payment Penalty Charges:** The Grantee shall pay a fee for any late payment. The amount is the greater of either \$50.00 or interest accrued daily at the rate of 10.5% per annum and will be assessed on each past-due payment until paid in full.
- 26. Use Fees:** The Grantee shall pay to DMLW an annual use fee of \$4,200.00. The use fee is due on or before the annual anniversary of the effective date of this permit without the necessity of any billing by DMLW. The annual use fee is subject to adjustments in any relevant fee schedule.
- 27. 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.
- 28. Completion Report:** A completion report shall be submitted prior to relinquishment, or within 30 days after expiration or termination of the authorization. Failure to submit a satisfactory report subjects the site to a field inspection requirement for which the Grantee may be assessed an inspection fee, as outlined herein. The report shall contain the following information:
- a. a statement of restoration activities and methods of debris disposal;
  - b. a statement that the Grantee has removed all improvements and personal property from the authorized area;
  - c. a report covering any known incidents of damage to the vegetative mat and underlying substrate, and follow-up corrective actions that may have taken place while operating under this authorization;
  - d. and, photographs of the permitted site taken before, during and after the proposed activity to document permit compliance. Photographs must consist of a series of aerial view or ground-level view photographs that clearly depict compliance with site cleanup and restoration guidelines;
- 29. Annual Report:** An annual report shall be submitted within 30 days after the seasonally authorized term or the annual anniversary date of the authorization, whichever is applicable. If the site was not used during the calendar year than the report should indicate such. The report shall include:
1. a written report disclosing:
  2. a series of before, during, and after use aerial view and/or ground-level view photographs confirming compliance with site development and restoration guidelines; and
    - i. i. the date the temporary facility was established or the first use of the site during the calendar year;
    - ii. the date the temporary facility was dismantled and removed or cached the last use during the calendar year;
    - iii. the restoration of damaged vegetation or disturbed soil; and
    - iv. the dates of any hydrocarbon or hazardous substance spills, and the dates such spills were reported to DNR and DEC.

- 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.
- Brush clearing is allowed but should be kept to the minimum necessary. Removal or destruction of the vegetative mat is not authorized under this permit.
  - 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.
  - Any ground disturbances which may have occurred shall be contoured to blend with the natural topography to protect human and wildlife health and safety.
- 31. Site Restoration:** On or before permit expiration (if a reissuance application has not been submitted) or termination of this authorization by the Grantee, the Grantee shall remove all improvements, personal property, and other chattels, and return the permitted area to a clean and safe condition. In the event the Grantee fails to comply with this requirement, the Grantee shall be held liable for any and all costs incurred by the State to return the permitted area to a clean and safe condition.
- 32. 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. Bodenbug Road, Palmer, AK 99645, (907) 745-4469. All rehabilitation shall be completed to the satisfaction of the AO.
- 33. 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.
- 34. Insurance:** Pursuant to 11 AAC 96.065 the Grantee shall secure or purchase at its own expense, and maintain in force at all times during the term of this permit, liability coverage and limits consistent with what is professionally recommended as adequate to protect the Grantee (the insured) and Grantor (the State, its officers, agents and employees) from the liability exposures of ALL the insured's operations on state land. Certificates of Insurance must be furnished to the AO prior to the issuance of this permit and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. The Grantee must provide for a 60-day prior notice to the State before they cancel, not renew or make material changes to conditions to the policy. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of

this permit and shall be grounds, at the option of the State, for termination of the permit. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance under Alaska Statute, Title 21. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Department of Administration. The State must be named as an additional named insured on the policy with respect to the operations of the Grantee on or in conjunction with the permitted premises, referred to as LAS 35351.

**35. Performance Guaranty:** Pursuant to 11 AAC 96.060, the Grantee shall provide a surety bond or other form of security acceptable to the DMLW in the amount of \$20,000.00 payable to the State of Alaska. Such performance guaranty shall remain in effect for the term 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. The guaranty may be utilized by the State to cover actual costs incurred by the State to pay for any necessary corrective actions in the event the Grantee does not comply with the site utilization, restoration requirements and other stipulations contained in this permit agreement. If the Grantee fails to perform the obligations under this permit within a reasonable timeframe, the State may perform the Grantee's obligations at the Grantee's expense. The Grantee agrees to pay within 20 days following demand, all costs and expenses incurred by the State as a result of the failure of the Grantee to comply with the terms and conditions of this permit. Failure to do so may result in the termination of an authorization and/or forfeiture of the performance guaranty. The provisions of this permit shall not prejudice the State's right to obtain a remedy under any law or regulation. If the AO determines that the Grantee has satisfied the terms and conditions of this authorization, the performance guaranty will be subject to release. The performance guaranty may only be released in writing by the AO.

**36. Fuel and Hazardous Substances:**

- a. Drip pans and materials, such as sorbent pads, must be on hand to contain and clean up spills from any transfer or handling of fuel.
- b. 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.
- c. 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. Secondary containment shall be provided for fuel or hazardous substances. All fuel and hazardous substance containers shall be marked with the contents and the Grantee's name using paint or a permanent label.



**37. Fuel and Hazardous Substance Storage:**

- a. All fuel storage containers and associated materials must be removed by the permit expiration date.

**38. 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.

**39. Wastewater Disposal:** No pit privies are authorized.

**40. Solid Waste:**

- a. All solid waste and debris, including dog waste, generated from the activities conducted under this authorization shall be removed to a facility approved by DEC on a regular basis such that the premise be maintained to ensure a healthy and safe environment.
- b. Putrescible waste (waste that can decompose and cause obnoxious odor) shall be stored in a manner that prevents the attraction of or access to wildlife or disease vectors; and
- c. Paper products may be burned on site if measures (e.g. burn barrels, clearing of burn area to mineral soil) are taken to prevent wildfires.

**41. Wastewater Disposal:** No pit privies are authorized. Chemical toilets, or a comparable substitute are required and must be operated in conformance with DEC requirements.

**42. 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.

**43. 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.

**44. 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.



**45. Amendment or Modification:** The Grantee may request an amendment or modification of this authorization; the Grantee's request must be in writing. Any amendment or modification must be approved by the AO in advance and may require additional fees and changes to the terms of this authorization.

- 46. Development Plan:** Development shall be limited to the authorized area and improvements specified in the approved development plan or subsequent modifications approved by the AO. The Grantee is responsible for accurately siting development and operations within the authorized area. Any proposed revisions to the development plan must be approved in writing by the AO before the change in use or development occurs.
- 47. 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.
- 48. Improvements:** Any improvements/structures that may be authorized under this permit must be constructed in a manner that will allow for removal from the permitted site within 48 hours of receiving a notice to vacate. The establishment of permanent foundations and structures is prohibited under this permit. Authorized temporary improvements must be sited in a manner which impacts the least amount of ground consistent with the purpose of the facility. Any use of these improvements for purposes other than those explicitly authorized by this permit are prohibited.
- 49. Accidents and Incidents:** The Grantee will notify the AO immediately (within 24 hours) of any accidents, injuries, or operational problems associated with the operations authorized under this permit.
- 50. Forest Resources:** Grantee may use dead and down timber but shall not cut standing timber unless authorized by the Division of Forestry. Clearing of vegetation shall be kept to the minimum necessary to accomplish the permitted activity and shall only occur within the authorized area.
- 51. Food Storage:** Food and refuse will be stored in bear-proof containers.
- 52. Caching:**
- a. Caching of any equipment, materials, or supplies after the dates of authorized use is specifically prohibited.
  - b. All items must be secured above seasonal flood areas and must be at least 100 feet from the ordinary high-water mark of any waterbody or the mean high tide line.
  - c. Disassembled tent/weatherport frames, platforms, and other approved items must be consolidated in one area, stored in a manner requiring minimal space, and securely covered. The material used to cover the items should visually blend in with the natural surroundings.
  - d. Tent and weatherport frames must be disassembled while not in use.
  - e. Small miscellaneous camp gear, if authorized, must be stored in durable containers.
- 53. 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.

**-SIGNATURE PAGE TO FOLLOW-**

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 authorization may be directed to the Department of Natural Resources, Division of Mining, Land and Water, Southcentral Regional Land Office, 550 W. 7th Ave., Suite 900C, Anchorage, AK 99501-3577, (907) 269-8503.

I have read and understand all of the foregoing and attached stipulations. By signing this authorization, I agree to conduct the authorized activity in accordance with the terms and conditions of this authorization.

	Member	2 / 12 / 2025
Signature of Grantee or Authorized Representative	Title	Date
2485 E Zak Cir., Suite A	Wasilla	AK 99654
Grantee's Address	City	State Zip
John Sommer	(907) 575-8030	(907) 357-2238
Contact Person	<del>Home</del> Phone (Mobile)	Work Phone
	NRM2	2/13/2025
Signature of Authorized State Representative	Title	Date