

THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

DIVISION OF MINING LAND & WATER
Northern Region Land Office

3700 Airport Way
Fairbanks, AK 99709
Main: (907) 451-2740
TTY: 771 or (800) 770-8973
Fax: (907) 451-2751

October 15, 2020

Delta Junction Trails Association
P.O. Box 710
Delta Junction, Alaska 99737

Re: ADL 421136 Delta Riverwalk Trails Park

To Whom it May Concern:

The Alaska Department of Natural Resources (DNR), Division on Mining, Land, and Water (DMW) has made a final decision to issue a public access easement on state land to the City of Delta Junction for a series of trails for the Delta Riverwalk Trails Park. Prior to easement issuance, the DMLW issued an Entry Authorization to the City of Delta Junction, authorizing site development and trail construction. The DMLW and the City of Delta Junction, in collaboration with the Delta Junction Trail Association, are currently working to develop a site plan for facility and trail placement as part of Phase 1 shown on the attached Master Plan, dated September 2020.

If there any questions regarding the issuance of this public access easement, or the activities authorized under the Entry Authorization, please contact me at (907) 451-2722 or by email at adam.leland@alaska.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Leland".

Adam Leland
Natural Resource Specialist

Enclosures
Delta Junction Riverwalk Park Master Plan, September 2020
ADL 421136 Entry Authorization

River Walk Phase 1

MAINTAIN SIGNIFICANT
VEGETATION BUFFER BETWEEN
PARK BOUNDARY AND
NEIGHBORING PROPERTIES

PROPOSED, NON-MOTORIZED
TRAIL SYSTEM
(APPROXIMATE LOCATION)

CREATIVELY USE EXISTING
STOCKPILES OF CONCRETE
BLOCKS (PIPELINE WEIGHTS)
FOR AMPHITHEATER,
ARTWORK, OR TO DEFINE
AN OUTDOOR SPACE

PROPOSED TRAIL
CONNECTION DOWN TO
THE DELTA RIVER

PROPOSED OUTDOOR
EDUCATION SHELTER &
AMPHITHEATER;
RESTROOM FACILITIES;
LOCATED ON CITY

TRAILHEAD SIGNAGE AND
CONNECTION TO NON-MOTORIZED
TRAIL NORTH OF THE PARKING LOT

PROPOSED PARKING LOT
WITH 10 VEHICLE SPACES
AND 8 RV SPACES

PROPOSED TRAIL CONNECTION TO
DOWNTOWN DELTA JUNCTION-
FUTURE RIVERWALK SOUTH TRAIL

PROPOSED PARKING AND
TRAILHEAD FOR MOTORIZED
TRAIL USERS

PROPOSED BERM TO SEPARATE
BIOMASS BURN SITE FROM PARKING
LOT AND TRAIL SYSTEM

MOTORIZED TRAIL SYSTEM
CONNECTION; ALL MOTORIZED
TRAILS ARE SOUTH OF PARKING
AREA AND CONNECTS TO RIVER
ACCESS

OLD
DUMP
SITE

CITY
PROPERTY

3/4 MILE
LOOP

RICHARDSON HIGHWAY

HANDICAP
ACCESSIBLE
PATHWAY LOOP

REVEGETATE OLD ENTRY
INTO SHOOTING LANE

UNLOAD/LOAD BERM
FOR SNOWMACHINES/
ATVS

EXISTING ATV/
SNOWMACHINE ROUTE
ALONG HIGHWAY

PEDESTRIAN CONNECTION
FROM EXISTING
CAMPGROUND TO NEW
TRAILHEAD

MAIN ENTRANCE INTO
THE PARK (FOR BOTH
MOTORIZED AND
NON-MOTORIZED)

BIOMASS BURN SITE

TRAILS

-  NON-MOTORIZED (APPROX. 1.5 MILES)
-  HANDICAP ACCESSIBLE
-  MOTORIZED (YELLOW WITH BLACK DASHES & GRAY PATHWAY)
-  OFF LIMITS



scale: 1" = 100'-0"

0 100'

DELTA JUNCTION RIVERWALK PARK MASTER PLAN

Delta Junction, Alaska

September 2020



Entry Authorization

ADL 421136

The City of Delta Junction, herein known as the Grantee, is issued this Entry Authorization authorizing the use of state land within:

Legal Description:

Within the SW $\frac{1}{4}$ of Section 11, Township 10 South, Range 10 East, Fairbanks Meridian:

Tracts 8B and 8C as shown on ASLS 2010-13 (Plat 2015-69) dated September 10, 2015, and;

Within the NW $\frac{1}{4}$ of Section 14, Township 10 South, Range 10 East, Fairbanks Meridian:

Portions of Government Lots 10 and 11, as shown on Supplemental Plat of Section 14 dated December 12, 1960;

As shown on the attached Diagram.

This Entry Authorization is issued for the purpose of authorizing the following:

For site contamination remediation and construction of a series of trails. The Entry Authorization will be issued for a period longer than the standard 5 years to facilitate funding for site cleanup and subsequent design. Trail construction can begin once cleanup of the shooting range contamination is complete, and the dump site is rehabilitated to the Authorized Officer's satisfaction. Once trail construction is complete, public access easements 12.5 feet either side of centerline (total width 25 feet) will be issued for the final trail alignments on state land.

This authorization is effective beginning **July 1, 2019** and ending **June 30, 2039** unless sooner terminated.

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. **The grantee is allowed to restrict access to the potentially or actually contaminated areas associated with the unauthorized shooting range and trespass dump.**
7. **Public Trust Doctrine:** The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This authorization is subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The AO reserves the right to grant other interests consistent with the Public Trust Doctrine.
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:** 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. **Concurrent Use:** The DMLW reserves the right to grant additional authorizations to third parties for compatible uses on or adjacent to the land under this authorization. Authorized concurrent users of State land, their agents, employees, contractors, subcontractors, and licensees shall not interfere with the operation or maintenance activities of each user.

The DMLW may require authorized concurrent users of State land to enter into an equitable agreement regarding concurrent use.

14. **Indemnification:** In connection with the entry on or use of assigned lands, subject to the limitations and provisions of AS 09.50.250-.270 and AS 37.05.170, the Grantee shall ensure that its contractors and subcontractors shall indemnify, save harmless, and defend the State, its agents and its employees from any and all claims or actions for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the contractor's performance of the contract, except when the proximate cause of the injury or damage is the State's sole negligence.

15. **Assignment:** This authorization may not be transferred or assigned without the prior written consent of the AO.

16. **Violations:** This authorization may be revoked upon violation of any of its terms, conditions, stipulations, nonpayment of fees, or upon failure to comply with any other applicable laws, statutes and regulations. A revocation may not become effective until 60 days after the Grantee has been notified in writing of the violation during which time the Grantee has an opportunity to cure any such violation.

No public access easement may be terminated without the prior written approval of DMLW.

17. **Fuel and Hazardous Substances:** No fuel or hazardous substances may be stored in the authorized area without prior written approval from the AO.

18. **Extensions:** The AO may approve a written request to extend this authorization if additional time is necessary to meet its requirements. The written request must certify that there have been no changes to the approved development plan and be received at least 30 days before the expiration date of this authorization. Additional fees may be required.

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

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

Notification of discharge during normal business hours must be made to the nearest DEC Area Response Team: Anchorage (907) 269-7500, fax (907) 269-7687; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-5245. For discharges in state off shore waters call (907) 269-0667. The DEC oil spill report number outside normal business hours is (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, (907) 269-8503; Fairbanks email dnr.nro.spill@alaska.gov, (907) 451-2739; Juneau email sero@alaska.gov, (907) 465-3400. The Grantee shall supply the AO with all incident reports submitted to DEC.

20. **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.
21. **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.
22. **Fees:** Land use fees for this authorization are waived in accordance with 11 AAC 05.020(b).
23. **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.
24. **Annual Report:** An annual report shall be submitted by December 15 of each year outlining work completed that year, work to be completed next year, and anticipated construction completion timeframe.
25. **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.

The Grantee shall conduct all operations in a manner which will prevent unwarranted pollution, erosion, and siltation. Any pollution, erosion, or siltation shall be repaired/remediated in a manner and time frame satisfactory to the AO at the Grantee's expense.

26. **Fuel and Hazardous Substances:** No fuel or hazardous substances are to be stored on state land. Prior written approval from the AO is required for a change in this restriction and may include additional stipulations and/or a change in the amount required for the performance guaranty. The use and/or storage of hazardous substances by the Grantee must be done in accordance with existing federal, state and local laws, regulations and ordinances. Debris (such as soil) contaminated with used motor oil, solvents, or other chemicals may be classified as a hazardous substance and must be removed and disposed of in accordance with existing federal, state and local laws, regulations and ordinances.

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.

Storing containers within 100 feet of waterbodies. Containers with a total capacity larger than 55 gallons which contain fuel or hazardous substances shall not be stored within 100 feet of a waterbody.

Exceptions. The AO may under unique or special circumstances grant exceptions to this stipulation on a case-by-case basis. Requests for exceptions should be made to the AO.

Definitions.

Containers means any item which is used to hold fuel or hazardous substances. This includes tanks, drums, double-walled tanks, portable testing facilities, fuel tanks on small equipment such as light plants and generators, flow test holding tanks, slop oil tanks, bladders, and bags. Manifolded tanks or any tanks in a series must be considered as single independent containers. Vehicles, including mobile seismic tanks, are not intended to be included under this definition.

Hazardous substances are defined under AS 46.03.826(5) as (a) an element or compound which, when it enters the atmosphere, water, or land, presents an imminent and substantial danger to the public health or welfare, including fish, animals, or vegetation; (b) oil; or (c) a substance defined as a hazardous substance under 42 U.S.C. 9601(14).

Secondary containment means an impermeable diked area or portable impermeable containment structure capable of containing 110 percent of the volume of the largest independent container. Double-walled tanks do not qualify as secondary containment unless an exception is granted for a particular tank. All piping and manifolds shall be within secondary containment.

"Surface liner" means any safe, non-permeable container (e.g., drips pans, fold-a-tanks, etc.) designed to catch and hold fluids for the purpose of preventing spills. Surface liners should be of adequate size and volume based on worst-case spill risk. Vehicle refueling shall not occur within the annual floodplain or below Ordinary High Water Mark or Mean High Water. This restriction does not apply to water-borne vessels.

27. **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.
28. **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.
29. **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.
30. **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.

31. **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.
32. **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.
33. **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.
34. **Stop Work Orders:** Stop Work Orders may be issued if there is a deviation from design criteria, project specifications, stipulations, state statutes, or state 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 the AO. The AO has the right but not the obligation, to undertake corrective action at the expense of the Grantee by moving against the performance bond when such action is necessitated by neglect or inaction on the part of the Grantee to take corrective action.
35. **Existing Easements:** In the event that this easement shall in any manner conflict with or overlap a previously granted easement or right-of-way, the Grantee shall use this easement in a manner that will not interfere with the peaceful use and enjoyment of the previously issued easement or right-of-way. The Grantor reserves the right to set or modify stipulations governing the use of the conflicting or overlapping area.
36. **Corrective Actions:** 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.
37. **Storage of Equipment:** All structures, supplies and materials (stored for subsequent years of operation) must be disassembled, stored in a consolidated fashion, and covered so as not to be visually obtrusive. Nothing may be stored that would be an attractive nuisance to wildlife or create a potentially hazardous situation. 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. Authorized items shall be cached in accordance with the methods described on the approved site development plan.


38. **Survey:** A GPS tracklog diagram approved by the AO will be required prior to the expiration of this Entry Authorization for actual easement issuance.
39. **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.

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, Northern Region Land Section, 3700 Airport Way, Fairbanks, AK 99709, 907-451-2740.

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.

<u>Mary A. Leith</u>	<u>Delta Jct. City Administrator</u>	<u>July 16, 2019</u>
Signature of Grantee or Authorized Representative	Title	Date
<u>Po Box 229</u>	<u>Delta Junction,</u>	<u>AK</u>
Grantee's Address	City	State
		<u>99737-0229</u>
		Zip
<u>Mary A. Leith</u>	<u>907-895-4434</u>	<u>907-895-4656</u>
Contact Person	Home Phone	Work Phone
<u>[Signature]</u>	<u>Natural Resource Specialist II</u>	<u>7/18/19</u>
Signature of Authorized State Representative	Title	Date



<p>Legend</p> <ul style="list-style-type: none"> Proposed Riverwalk Park ADL 421136 ILMA Addition Existing DoF ILMA ADL 415786 Runway Protection Zone City of Delta Land Parcel Airport Major Roads Section Line 	<p>ADL 421136 Public Access Easement: Delta Junction Riverwalk Park ADL 415786 ILMA: DNR Division of Forestry</p> <p>Sec. 11 & 14, T10S, R10E Fairbanks Meridian</p> <p>State of Alaska Dept. of Natural Resources Div. of Mining, Land, & Water Fairbanks, Alaska</p> <p>Drawn by: Adam Leland</p> 
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