

**APPLICATION FOR TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT  
MATERIAL USE PERMIT**

Application No. \_\_\_\_\_

(For tenant use of airport soil materials to improve airport lease or permit premises)  
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APPLICANT: Complete Items 1 through 15

1. Name of Requesting Person/Firm:	2. Mailing Address:	3. Source Site Location Description (at site map):
4. Destination Site Location (ADA No.):	5. Proposed Material Use Dates: Start:          Finish:	6. Quantity (cubic yards):
7. Estimated Cost (removal, haul, source site reclamation):	8. Contractor: Point of Contact: Phone: Email:	

9. Have you included all of the attachments required for your project?

- |  |   |
|--|---|
| 1. Materials Source Site    2. Destination Site<br><input type="checkbox"/> a. Grading & Drainage Plan<br><input type="checkbox"/> b. Revegetation Plan <input type="checkbox"/> b. Haul Route Map<br><input type="checkbox"/> c. Soils Test Boring Data | <input type="checkbox"/> a. Site Map<br><br><input type="checkbox"/> c. General description of proposed |
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10. Applicant's Authorized Representative	11. Printed Name and Title:	12. Phone: Fax: E-Mail:	13. Date:
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----- AREA BELOW FOR AIRPORT USE ONLY -----

The Airport has determined that there is an excess amount of soil at the Airport beyond what is needed to accommodate future public development. The Airport has also determined that removal of soils in high areas of the Airport directly benefits the Airport by making those high areas less costly to develop in the future.

The material source site plans are consistent with these determinations     YES     NO

SECTION REVIEW (use Recommended Considerations Attached)

Recommend Conditional Approval	Comments	Recommend Conditional Approval	Comments
Field Maint <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	Environmental <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Operations <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	Leasing <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Engineering <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	Planning <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Development <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	Deputy Director <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

**AIRPORT DECISION TO ISSUE PUBLIC NOTICE**

**RECOMMEND**     APPROVAL     DISAPPROVAL

Reason \_\_\_\_\_

\_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT**  
**MATERIAL USE PERMIT**

**THIS PERMIT MAY BE USED ONLY UNDER THE TERMS OF AN AIRPORT BUILDING PERMIT THAT AUTHORIZES WORK UTILIZING THE MATERIAL ON EXISTING LEASE PREMISES. ISSUANCE OF THIS MATERIAL USE PERMIT DOES NOT ENSURE ISSUANCE OF AN AIRPORT BUILDING PERMIT.**

Permit No.: \_\_\_\_\_

The State of Alaska, Department of Transportation & Public Facilities, Ted Stevens Anchorage International Airport ("State") hereby grants permission to \_\_\_\_\_ ("PERMITTEE") for tenant use of airport soil materials to improve airport lease or permit premises as described in attached Material Use Permit Application No: \_\_\_\_\_ (This permit is not valid unless approval line on the attached application form is executed by an authorized State official). This permit is expressly conditioned upon compliance with the following General Conditions, as well as with the Special Conditions attached hereto:

**GENERAL CONDITIONS**

1. If Special Conditions conflict with General Conditions, Special Conditions shall govern.
2. Unless stated otherwise under "Special Conditions", this permit is valid for one (1) year from the date of issue.
3. The State authorizes the PERMITTEE to excavate and remove up to \_\_\_\_\_ cubic yards of soil material ("Material") from \_\_\_\_\_ (the "Site") on the Ted Stevens Anchorage International Airport ("Airport").
4. The PERMITTEE shall use the Material only for the construction of improvements on state-owned land that is under lease or permit by the PERMITTEE only within the boundaries of the Airport. The PERMITTEE shall not remove the Material to a location off the Airport for any reason, except for organic matter (trees and other vegetation) and organic soils.
5. All work associated with the PERMITTEE's use of the Material authorized by this permit, including excavation, transportation, and placement, shall be conducted at no expense to the State and without using State-owned equipment.
6. In consideration of the State's agreement to allow the PERMITTEE to use the Material exclusively for the construction of improvements on Airport land, the PERMITTEE will pay the State, a fee of \_\_\_\_\_ per cubic yard of Material used, net of organic soils removed for disposal as determined under General Condition 25.

7. This permit does not convey ownership of the Material to the PERMITTEE. Ownership of the Material remains with the State regardless of where it is placed by or on behalf of the PERMITTEE, but as between the State and the PERMITTEE, the PERMITTEE will be solely responsible for any damage to any person or thing arising from the PERMITTEE's removal, handling, transport or placement of the Material. The PERMITTEE shall not sell the Material under any circumstances or otherwise receive compensation for the Material from others, including compensation in any condemnation.
8. Nothing in this permit authorizes the PERMITTEE to use any sand, gravel, or rock that has been screened, crushed, or otherwise processed and stockpiled on the Airport at State expense.
9. The State makes no general or specific warranties, express or implied, concerning the suitability of the Material for any use, including those uses authorized by a lease or airport building permit issued by the State.
10. Any notice required by this permit shall be hand-delivered or sent by registered or certified mail to the appropriate party at the address given in this permit or to any other address that the party to which the notice is directed has subsequently designated in writing delivered to the sending party.
11. The PERMITTEE and its contractor(s) are to adhere to all safety and health standards applicable to this operation.
12. If Coastal Zone review is required, the PERMITTEE shall submit results to the Airport prior to any clearing or soil removal activity.
13. The PERMITTEE shall conduct all activities or business authorized by this permit in compliance with any law applicable to the activities or business or to the use, care, operation, maintenance, and protection of the Airport, including matters of health, safety, sanitation, and pollution, including the Migratory Bird Treaty Act at no expense to the State. The PERMITTEE shall obtain any license or permit required by any agency having jurisdiction over the PERMITTEE's activities under this permit.
14. The PERMITTEE shall stake the boundaries of the Site, indicating the limits of the clearing and excavation, and have the staking approved by Airport Engineering prior to any clearing or soil removal activity.
15. Prior to any clearing or soil removal activity, the PERMITTEE shall submit a copy of the Stormwater Construction Notice of Intent (NOI) for the project area.
16. The PERMITTEE shall obtain Land Clearing and Grading Permits from the Municipality of Anchorage for the work prior to beginning clearing and excavation.

17. Before beginning the clearing, excavation or transportation of the Material from the Site, the PERMITTEE shall complete a pre-construction topographic survey of the Site and submit it to the Airport for a record of pre-construction topographic conditions. The information shall be submitted in an electronic format as approved by the airport engineering section. All survey submittals shall be certified by a Professional Land Surveyor licensed in the State of Alaska. The PERMITTEE's surveyor shall meet with airport engineering section staff prior to commencement of any field work.
18. Before beginning the clearing, excavation or transportation of the Material from the Site, the PERMITTEE shall apply for and obtain an airport building permit from the State authorizing the PERMITTEE to construct the improvements for which the Material will be used. The PERMITTEE shall coordinate the PERMITTEE's activities under this Material Use Permit with the State's representative, comply with the representative's directions regarding the PERMITTEE's activities on the Airport, and comply with all provisions of PERMITTEE's approved Airport Building Permit.
19. The PERMITTEE shall conduct the excavation, transportation, and placement of the Material in a safe manner consistent with generally recognized excavation, transportation, and construction practices. The PERMITTEE shall promptly repair, to the satisfaction of the State, any damage to any road, taxiway, runway, or other improved surface that results from the PERMITTEE's Material transportation.
20. The PERMITTEE shall inform Airport Operations (266-2600) of proposed work 48 hours prior to commencing any clearing or soil removal activity.
21. The PERMITTEE shall not perform equipment maintenance or repair, or dispose of debris, litter, solid waste, hazardous substances, or hydrocarbons on the Site. If the PERMITTEE litters the Site or spills a hazardous substance or hydrocarbon compound on the Site, the PERMITTEE shall immediately clean up the Site and comply with any law applicable to the clean-up. In the case of a spill, the PERMITTEE shall first contact Airport Dispatch, 266-2411, to report the spill in compliance with standard procedures.
22. The PERMITTEE shall ensure that positive dust control measures are taken at the excavation and placement sites and along the haul route. Seeding of excavated areas shall take place as phases of the Site excavation are complete. The PERMITTEE shall provide a point of contact that can be reached 24 hours a day, 7 days a week for dust control issues.
23. The maximum ground slope of the Site shall be 3H:1V.
24. After removing the Material, the PERMITTEE shall leave the Site in a clean, neat, properly sloped, seeded, stabilized and drained condition to the satisfaction of the State. Within 10 days after the cancellation, expiration, or termination of this permit, and at no expense to the state, the PERMITTEE shall remove all of the PERMITTEE's equipment and personal property from the Site, leave the Site clean and in good order to the satisfaction of the State, and peaceably vacate the Site.

25. Within 30 days after completion of Material removal, the PERMITTEE shall submit to the Airport a post-excavation, but pre-restoration/revegetation, topographic survey of the Site and Material quantity calculations. The topographic information shall be presented as described under General Condition 17. The quantity calculations shall be based on the pre- and post-excavation topographic surveys, using standard engineering calculations, and shall quantify the volume of Material removed from the Site and used by the PERMITTEE on their lease or permit property. For the purpose of this calculation, the top two feet (2') of the pre-excavation site shall be considered to be organic soils removed for disposal rather than use, and will be deducted from the total volume removed to determine the used quantity for payment purposes.
26. The PERMITTEE shall notify the State of any claim, demand, or lawsuit arising out of the PERMITTEE's activities under this permit. At the State's request, the PERMITTEE shall cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit related to the activities authorized by this permit.
27. In any dispute between the State and the PERMITTEE, the laws of the State of Alaska will govern and any lawsuit must be brought in the courts of the State of Alaska after the exhaustion of administrative remedies.
28. The PERMITTEE shall indemnify, defend, and hold the State harmless from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind resulting from or arising out of any act of commission or omission by the PERMITTEE, his agents, contractors, employees, or customers or arising from or connected with the PERMITTEE's use of the Material or the exercise of the rights and privileges granted by this permit.
29. The failure of the State to insist in any one or more instances upon the strict performance by the PERMITTEE of any provision or covenant in this permit shall not be considered a waiver or relinquishment for the future, but all provisions and covenants will continue in full force. Any failure by the State to enforce strict compliance with any provision or covenant in this permit cannot be enforced or relied upon by the PERMITTEE except to any extent stated in an applicable written waiver validly signed on behalf of the State.
30. If any provision or covenant of this permit is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.
31. If the PERMITTEE fails to perform any requirement of this permit, including Site clean-up, Site reclamation, and equipment removal, the State may, after written notice to the PERMITTEE, perform the requirement and require the PERMITTEE to pay for all the expenses incurred by the State, including any legal fees and costs. The PERMITTEE shall pay the amount due within 30 days from the date the State issues the invoice to the PERMITTEE.

32. During excavation of the Site, the PERMITTEE shall notify the State of any soil conditions that are significantly different from those indicated by the PERMITTEE's soils test boring data submitted with the permit application. The PERMITTEE will not be allowed to remove Material from the Site that the State deems to be of structural quality. For the purposes of these General Conditions, "gravelly sand", "sandy gravel" or "sand and gravel" with less than 25% passing a No. 200 sieve shall be deemed to be of structural quality.
33. The PERMITTEE or State may cancel this permit for any reason by giving the other party at least 10 days prior written notice. The PERMITTEE's obligations under General Conditions Nos. 4, 6, 7, 19, 21, 24, 25, 26, 27, 28, and 31 shall survive and remain binding on the PERMITTEE after the expiration, cancellation, or other termination of this permit.
34. Approval of this Permit is with the explicit understanding that any work performed by the PERMITTEE is solely at their own risk and cost and no assurance is granted the PERMITTEE of a future lease of the Site by or through this Material Use Permit. Any future lease of the removal Site shall be processed in accordance with Airport regulations, which may include offering the property to the public through the competitive process.

### **PAYMENT FOR MATERIAL**

A violation of this provision will be deemed a significant breach and grounds for cancellation of this Permit and PERMITTEE's land lease agreement with the State designated as Land Lease Agreement ADA-31170 located in the Airport's North Airpark.

Soil Removal Certified Activity Report: On or before the tenth (10th) day of each month, the PERMITTEE will provide to the State, on paper or electronic forms and in a format prescribed by the State, a Certified Activity Report of the PERMITTEE's soil removal operations at the Airport during the preceding month, including the following information, as applicable:

1. Number of truck trips, and estimated quantity in cubic yards per truck, of Material hauled from the Site to the PERMITTEE's land lease during the preceding month.
2. Total estimated quantity of Material hauled from the Site to the PERMITTEE's land lease during the preceding month.
3. Cumulative total estimated quantity of Material hauled from the Site to the PERMITTEE's land lease.

The PERMITTEE shall make all payments monthly in cash or by check, credit card, bank draft, or postal money order for the Material quantity hauled for use, net of organic soils hauled for disposal, during the preceding month, based on the Certified Activity Report, at a rate of \_\_\_\_\_ per cubic yard payable to the State of Alaska and delivered them to the Ted Stevens Anchorage International Airport, P.O. Box 196960, Anchorage, Alaska, 99519-6960, or any other address that the State may designate in writing. Payments are due on or before the tenth (10th) day of each month, concurrent with the Certified Activity

Report.

Upon completion of excavation and hauling of Material from the Site, the total cumulative charges for total cumulative Material from the Site hauled for PERMITTEE's use will be determined based on final quantity calculations provided as required under General Condition No. 25. Cumulative prior payments will be deducted from the final total charges to determine any final payment amount. Final payment will be due ten (10) days after submittal and approval of the final quantity calculations. If the Airport engineer determines that cumulative monthly payments previously made by PERMITTEE exceed total cumulative charges calculated under this provision, the State will reimburse the PERMITTEE for the excess payment.

The PERMITTEE shall make all payments required under this Permit in United States currency. The PERMITTEE shall make its payments free from any claim, demand, setoff, or counterclaim of any kind against the State.

Beginning the day after payment is due, interest at the rate provided in AS 45.45.010 will be assessed on any rent or fee that is not paid on time.

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**PERMIT APPROVAL**

APPROVED PROVIDED ATTACHED SPECIAL CONDITIONS ARE MET

\_\_\_\_\_  
Morton V. Plumb, Airport Director

\_\_\_\_\_  
Date

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**ACKNOWLEDGEMENT OF GENERAL AND SPECIAL CONDITIONS**

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
Date

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