



A copy of this completed Permit must be left in the front windshield of Permittee's vehicle(s) when Permittee is engaged in the permitted activity on Eklutna, Inc.'s land.

\*\*\*\*\*For Office Use Only\*\*\*\*\*  
Permit # 5-18-04 (COE Permit No. DACW85-9-06-28) 2006-016  
Approved  Disapproved  Date: FEBRUARY 28<sup>th</sup>, 2006  
Fees paid: \$ Fee Exempt  
Comments: (EKLUTNA WATERSHED COUNCIL ACTIVITY)

Mike A. Amesa  
Land Dept. Date: 2-28-06

\*\*\*\*\*  
Permittee: U.S. Army Corps of Engineers (the Government)

Principal Contact: Zandra Smith, Real Estate Division Phone Number 907-753-2850

Address: P.O. Box 6898, Elmendorf AFB, Alaska 99506-0898

Surface Estate Location: T016N R001W Secs. 23, 24, 25, 26; and T016N R001E Secs. 29, 30 (please see attached map)

Permit valid until March 7, 2006 to December 1, 2006

This Permit is issued to Permittee for access by persons in Permittee's Party to the above-referenced location for the purpose of:  
To perform an overwinter rearing habitat evaluation in and around the Eklutna River.

- Permittee's Party (list each person in Permittee's Party):
1. Dave Martinson, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
  2. Dave Mierzejewski, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
  3. Larry Bartlett, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
  4. Chris Hoffman, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
  5. Bret Walters, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
  6. Lizette Boyer, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
  7. Estrella Campellone, Corps of Engineers  
Member of household an Eklutna, Inc. shareholder? No
- CONTINUE LIST ON BACK IF NECESSARY

**READ THIS CAREFULLY:**

1a. If any action of the Government's employees or agents in the exercise of this Permit results in damage to the real property, the Government will, at its option, either repair such damage or make an appropriate settlement with Eklutna, Inc. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The Government's liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice to any rights Eklutna, Inc. may have to make a claim under applicable laws for any other damages than provided herein.

1b. Any liability of the Government for property damage, personal injury, or death, other than as arises under Paragraph 1a above, shall be governed by the Federal Tort Claims Act (FTCA), 28 U.S.C. Sec 2671 et. seq. Pursuant to the provisions of the FTCA, the Government assumes responsibility for any negligent acts of its officers, or employees, in the scope of employment, in the performance of work under this Permit. Any requirement for payment or obligation of funds by the Government shall be subject to the availability of appropriated funds, and no provision in this Permit shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

2. No person in Permittee's Party may enter upon Eklutna, Inc. land, nor will any person in Permittee's Party have any rights under this Permit unless and until it is approved and executed by Eklutna, Inc.

3. Permittee and each person in Permittee's Party:

a. Shall observe all federal, state and local laws and regulations applicable to Eklutna, Inc.'s land or Permittee's activities.

b. Shall take all reasonable precautions to prevent and suppress forest, brush and grass fires and prevent pollution of waters on or in the vicinity of Eklutna, Inc.'s land.

c. Shall not disturb, cut, remove or displace any materials on Eklutna, Inc. land not specifically allowed by this Permit without first obtaining prior written authorization from Eklutna, Inc. to do so.

d. Shall not operate any equipment outside of approved Permit boundaries without prior written approval by Eklutna, Inc.

e. Shall ensure that the land, private property, cabins and ruins remain treated with care and respect.

f. Shall keep all animals leashed or otherwise under control when using Eklutna, Inc. land.

g. Shall coordinate with neighbors or other property owners for access to get to Eklutna, Inc. land.

h. Shall not use firearms, live rounds, blank rounds or animal-training pistols on Eklutna, Inc. land. except in defense of life or property against threats by animals.

i. Shall not leave trash, spilled fuel, or litter on Eklutna, Inc. land.

j. Will carry a garbage bag with during the time of access and will remove any found garbage or trash.

k. Will not invite any person onto Eklutna, Inc.'s land unless that person is listed on this Permit as a member of Permittee's Party or has his/her own permit from Eklutna, Inc.

l. Will park all vehicles in accordance with applicable state and local laws and in a manner designed to cause the least possible damage to Eklutna, Inc.'s land and vegetation.

4. In addition, Permittee:

a. Shall, if requested, notify Eklutna, Inc. in writing of the completion of its activities and make a written report to Eklutna, Inc. on all matters relevant to the character, progress and results of my operations on Eklutna, Inc.'s land.

b. Shall, within three (3) months of the signing date, give Eklutna, Inc. copies of all materials resulting from any geotechnical investigations, including reports, logs, laboratory analyses, and the like performed by Permittee relating to Eklutna, Inc.'s land.

c. Shall be responsible at all times for insuring compliance by all persons in Permittee's Party with the terms of this Permit.

5. This Permit does not convey any interest in land or any exclusive right to use the land. Eklutna, Inc. reserves the right to allow others to enter and use its land. No termination or expiration of this Permit shall affect the liability assumed by Permittee in respect of acts or things which shall have been done or have happened before the date of the termination or expiration of this Permit.

6. The person signing this Permit on behalf of Permittee personally represents that he/she has the authority to execute this Permit on behalf of Permittee.

U.S. Army Corps of Engineers (the Government)

By Harold D Hopson  
[Authorized Signature]

28 Feb 2006  
Date

HAROLD D. HOPSON  
[Printed Name of Person Signing]

Its Chief, Real Estate Division, US Army Corps of Engineers, Alaska District  
[Title of Person Signing]

