

Date of Application: _____

File No. UA _____

License Expiration Date: _____

Application Fee: _____

**FAIRBANKS NORTH STAR BOROUGH
DIVISION OF LAND MANAGEMENT**

TEMPORARY ACCESS LICENSE

A Temporary Access License is required for access across Borough-owned land where no dedicated roads or designated trails exist, including access required to reach mining claims.

Please verify Items #1-6, sign and submit this form to: Division of Land Management, Fairbanks North Star Borough, Second Floor of Borough Administrative Center, 809 Pioneer Road, Fairbanks, Alaska 99701. Mailing address: P.O. Box 71267, Fairbanks, Alaska, 99707.

Phone: (907) 459-1241; Fax: (907) 459-1122; e-mail: land@fnsb.us

1. Applicant:

Name (Last) (First) (Mi.)

Street/P. O. Box City State Zip Phone

2. Claim Owner: (complete if requesting access to a mining claim)

Name(Last) (First) (Mi.)

Street/P. O. Box City State Zip Phone

3. Location of property to be accessed:

A. Land ownership: Borough*; State; Federal; Private

* If the land is Borough-owned, a Temporary Use License or Mining Use Permit may be required.

B. Description: Aliquot Part: _____
Section _____, Township _____, Range _____, F.M.

If this license is for access to a mining claim, please attach a USGS contour map showing the location of your operation or a copy of your mining claim location notice.

C. Please attach a USGS contour map showing the location of the proposed route and any existing roads or trails in the vicinity.

4. Date(s) of intended use: _____

5. Type of vehicles to be used: _____

6. I understand the requirements, standards and stipulations of this license and agree to abide by them for the term of this license.

Signature of applicant or authorized agent

Date

OFFICE USE ONLY

7. FNSB Title Plant No. _____

8. Special Stipulations Attached: Yes No _____

9. Bond is Required: Yes _____ No _____

FEE SUMMARY-

Application Fee: _____

Processing Fee: _____

Land Use Fee: _____

Total Due: _____

10. APPLICATION IS:

GRANTED

DENIED

Land Management Manager

Date

LICENSE REQUIREMENTS

1. A Temporary Access License (TAL) is required for access across Borough land where permanent rights of way or roads are not available or planned within the term of this license.
2. This license is nonexclusive and conveys no interest in Borough land. Existing valid uses shall not be prevented, restricted or damaged by licensee's use of Borough land. The licensee shall not exclude other users from the access route. The Borough reserves the right to allow other uses or to exclude certain uses of the access route at the Borough's discretion.
3. A TAL may be issued for a period not to exceed five (5) years. A TAL may be reissued for an additional five (5) years with the same requirements and stipulations upon application by the licensee if there are no substantial changes in the projected plans for use and the requirements of the previous license have been met. This license is revocable, with reasonable cause, upon 30 days' notice.
4. A TAL is transferable subject to the written approval of the Borough Division of Land Management. The Licensee remains liable for all requirements until the transfer has been approved or the Borough receives written notice from the licensee requesting cancellation of the license. A transfer will not be approved if the new owner, operator or licensee has demonstrated noncompliance with permit requirements in the past. If the Borough disapproves the transfer, the new licensee must obtain a new license which may require a bond or other stipulations.
5. The Borough may inspect the access route at any time to insure compliance with the conditions of this license. If the licensee fails to demonstrate good faith efforts to comply with the conditions of the license, and after receiving written notice, fails to remedy such default within the time specified in the notice, the Borough will revoke the license upon thirty days' notice. The Borough will require posting of a bond before a revoked license will be reinstated or renewed.
6. The access area/trail shall be kept clean. All garbage and foreign debris shall be removed.
7. Due care shall be taken to prevent or suppress any fire in the permitted area. Uncontrolled fires shall be reported immediately. Necessary burning permits must be obtained before any controlled burns are commenced.
8. All survey monuments, and accessories such as witness corners, reference monuments or bearing trees shall be protected. Any damaged or destroyed markers shall be reestablished in accordance with accepted survey practices by a surveyor licensed by the State of Alaska.
9. This license will terminate on
10. Indemnification, Defense and Hold Harmless Provision:

The licensee shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, the Licensee's performance or non-performance of its duties under this license. This duty to defend, indemnify, and hold

harmless shall include the Licensee's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

"Licensee" and "Borough" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

11. Special Requirements: Use or add as appropriate for the Intended Use:

12. Insurance Requirements:

- A. During the term of this License the Licensee, shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company, or specifically approved by the Lessor's risk manager.
 - 1) Commercial General Liability coverage that does not exclude pollution/environmental liability, written on an occurrence basis with limits of not less than \$1,000,000 per occurrence.
 - 2) Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
 - 3) Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee.
- B. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew or materially alters coverage required by this License. The Licensee shall assure that the insurance policies include a provision requiring this prior notice.
- C. During the License Term, the Licensee shall add and maintain the Borough as an additional insured in the Licensee's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

- D. Before initiating any activities under this License, the Licensee will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.
- E. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

The Licensee shall contact the Fairbanks North Star Borough Land Management Manager, or his designee, prior to entry on the Premises to inform the Borough of their intended construction schedule. The contact information is as follows:

Division of Land Management

Tel: (907) 459-1241

Fax: (907) 459-1122