



ALASKA STATE PARKS  
SPECIAL PARK USE PERMIT  
Permit #S12-061

**Applicant:** John Cler

**Address:** 200 W. 34<sup>th</sup> Ave., PMB 314  
Anchorage, AK 99503

**Phone:** 907.223.3913

**Fax:**

**Email:** rcler@gci.net

**Representing:** GeocacheAlaska.org

Is granted permission to:

- Hold Event
- Build Facility
- Other

**Activity:** GeoCache Placement

**Approximate number of people:** 400 Visits / Year Area-Wide

**Date of Activity:** Year Round 2013

**Location of Activity:** Alaska State Parks, Mat-Su Managed Lands – Described As:

- |                                |   |
|--------------------------------|---|
| Finger Lake SRS                | Nancy Lake SRS  |
| Matanuska Lakes SRA            | Nancy Lake SRA  |
| King Mountain SRS              | Willow Creek SRA  |
| Big Lake North and South SRS's | Montana Creek SRS   |
| Rocky Lake SRS                 | Denali State Park   |
| Summit Lake SRS                | Hatcher Pass – East Management Area<br>(State lands only) |

This permit does not grant any reservations or rights of exclusive use. Facilities are available on a first come, first serve basis unless specified below. Compliance with state regulations is required. This office will notify the area ranger of your permit. If you have any questions, please call 745-3975.

This permit is accepted as stated in the attached **General and Special Stipulations**

John CLER / Advocacy Committee Chair MAN  
Permittee Printed Name/Title

John Cler  
Permittee Signature

12/31/12  
Date

Wayne Biessel  
Wayne Biessel, Superintendent  
for Mat-Su/Copper River Area

12/31/12  
Date



**Special Use Permit #S12-061**  
**Special Stipulations**

1. Standard caches must be placed at least 10 yards away from any trail, road, structure or sign. They must also be at least 100 yards from any State Public Use Cabin. Micro caches (35mm film canister size or less) may be exempt from this stipulation with area ranger approval.
2. Caches may not be placed within 1/10<sup>th</sup> mile from each other.
3. Caches must not include any food or edible items.
4. Caches may not contain any items that have a noticeable odor.
5. Caches may not contain any profanity, offensive material or anything otherwise that would be inappropriate for young children.
6. Caches must have a preferably waterproof log.
7. All new caches must have, in permanent marker, the following notation:  
**Alaska State Parks Permit #S12-061.** Previous year's permit number is acceptable for previous year's caches.
8. Caches must be placed in a durable, sealable, watertight, non-biodegradable container and must be kept in clean, dry and serviceable condition.
9. Cache containers may not be greater than 400 cubic inches in size (equal to a 50 caliber ammo can, -10.5 x 5 x 8 inches), and must be a color that blends in with the surroundings.
10. No surveyors flagging will be used in marking the Cache.
11. No natural resources will be damaged or destroyed in the placing of the Cache. Live vegetation may not be cut or disturbed.
12. Caches may not be buried.
13. Historic Parks: Cache location may not be placed in any location that could damage, disturb, or otherwise impact a historical site, building, or artifact. No caches may be placed in areas that are intentionally fenced, signed or otherwise marked as hazardous or closed to the public.
14. Cache location must not present a hazard to the general public.
15. The Permittee is encouraged to visit the cache at least once per year to ensure that the stipulations are followed.
16. Annual Report: By March of each year, the Permittee shall provide the issuing office an annual list of caches in the Mat-Su Area. The list shall include at minimum: Cache name, cache code, coordinates, date of installation.



17. Earth Caches are permissible, and must be included on the Annual Report.
18. The Permittee agrees to provide Individual Membership Accounts, for Park Rangers and Superintendent within the Mat-Su Area, at no cost.
19. Permit Term: This permit is valid for the calendar year issued.
20. State park staff may, without notice, remove the cache if any of the special stipulations are violated.
21. Parking Fees Applicable: This permit does not waive any permittee or participant Park Use Fees.
22. Permit Fees: The normal fee for this type of permit under 11 AAC 18.010(a)(2) is \$50 for application, and an additional fee commensurate with the amount of staff time required for permit adjudication and activity management. However, 11 AAC 05.010(a)(H)(iii) allows all or a portion of the fees to be waived if the activity's administrative or management costs are minimal. Since this activity also represents a direct enhancement of recreational use and opportunities in State Park units, permit fees will be waived at this time. Should there be significant staff time required to manage problem caches authorized under this permit, fees could be incurred in the future.





## General Stipulations

**TO THE APPLICANT/PERMITTEE:** Please familiarize yourself with these stipulations and understand how they apply to your operations. Failure to comply with any provision or requirement may result in a citation being issued to you, possible suspension or revocation of the permit, and possible payments due the State for any cleanup, repair, and/or legal costs.

### General Stipulations

1. **Non-assignment:** This permit may not be assigned without the written approval and acceptance of the assignee by the director or his / her designee. Further, the licensee shall not sublet or enter into any third party agreements involving the privileges authorized by this permit.
2. **Non-waiver Provision:** The failure to enforce provision of this permit or any default on the part of the permittee in observance or performance of any of the conditions or requirements of this permit is not a waiver of the forfeiture provision or any other provision of the permit.
3. **Permanent / Temporary Structures:** Permanent structures are prohibited from being placed by the permittee on state park lands or waters. Unless authorized by this permit, temporary structures are prohibited from being placed by the permittee on state park lands or waters.
4. **Personal Property:** If personal property is authorized to be placed or located on park lands or waters under the provisions of this permit said personal property shall be removed prior to the expiration of the permit or will be impounded by the state.
5. **Forfeiture:** Permittee shall forfeit the permit if he/she defaults in the performance or observance of any of the permit terms, covenants, stipulations, of a statute or regulation.
6. **State Held Harmless:** The permittee agrees to indemnify, defend and hold harmless the State of Alaska from any and all liability claims arising from the actions of the permittee or his/her agents, employees or clients while conducting activities under this permit on state park lands or waters.
7. **Litter Removal:** The licensee shall remove all litter caused by their activities and shall make a reasonable effort to pick up and remove from the park litter which they find in the vicinity of their activities within the park.
8. **Valid Claims and Applicable Laws:** This permit is subject to all valid claims and applicable laws and regulations.
9. **Forest Fire Suppression:** The permittee and his/her agents and employees agree to take all reasonable precautions to prevent, make diligent efforts to suppress, and report promptly all fires on or endangering state park lands. No material shall be disposed of by



burning during closed season established by law or regulation without a written permit from the state forester.

10. **Campfires:** Permittee and his/her agents and employees agree to abide by all state regulations pertaining to campfires.
11. **Protection of Park Land or Property from Damage:** All activities shall be conducted in a manner that will avoid or minimize disturbance of park resources including natural drainage systems. Permittee shall exercise diligence in protecting from damage the land, property and resources of the State of Alaska in the area covered by and used in connection with this permit and shall pay the state for any damage resulting from negligence or from the violation of the terms of this permit or any law or regulation applicable to the use of state parks by the permittee or by his/her agents and employees when acting within the scope of their employment or by his/her contractors and subcontractors.
12. **Repair of Damage:** Permittee shall fully repair all damage, other than ordinary wear and tear, to state park roads and trails caused in the exercise of the privilege authorized by this permit.
13. **Non-obstruction of Public Use:** Permittee, employees, agents or clients shall not interfere with free public use of roads and trails in the area of their activities except as may be authorized by special stipulation in this permit.
14. **Geographic Limitation:** This permit is applicable only for the use areas described.
15. **Selling Prohibited:** It is expressly agreed and understood that this permit does not authorize the permittee to solicit business, advertise, collect any fee or sell any goods or services on state park lands or waters.
16. **No Preferential Right of Renewal:** No rights of renewal or preferential rights for renewal or of a proprietary interest right in the lands are attached to this permit.
17. **Wheeled or Tracked Vehicles:** Activities employing wheeled or tracked vehicles when specifically allowed under the description of activities of the permit or in the special stipulations shall be conducted in such a manner as to minimize surface damage to park lands and resources.
18. **Activity Area and Campsite Cleanliness:** All activity areas and campsites shall be kept clean and maintained in a work person-like manner.
19. **Natural Hazards:** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself / herself aware of these hazards and to avoid injury to persons or property.
20. **Signs:** No signs or advertising devices shall be erected on the area covered by this permit, or highway leading thereto, without prior approval of the state as to location,






design, size, color and message. Erected signs shall be maintained and renewed as necessary to neat and presentable standards.


21. **Advertising:** The permittee in his/her advertisements, signs, circulars, brochures, letterheads, and like material as well as orally shall not represent in any way any terms and conditions or status of this permit or areas covered by its or tributary thereto.
22. **State Inspection of Permit Area:** The state reserves the right to inspect areas of activity under this permit for purposes of permit compliance, operations evaluation, or to gather current information of the area for park management purposes. It is understood, however, that the state will only inspect the site during normal periods of activity by the permittee or at other times that are convenient to the permittee unless in an emergency situation.
23. **Special Stipulations:** Any special stipulations attached to this permit are a part of this permit.
24. **Native Claim Selection:** Should this permit fall within the boundaries of a present or future native claim selection area the permit will terminate on the date the selection receives tentative approval for transfer or patent to a native or native corporation.
25. **Term:** This permit is issued only for the time period shown on the face of the permit.
26. **Cancellation by the State:** It is understood and agreed that this permit may be revoked for cause at any time at the discretion of the director or his/her designee without compensation to the permittee or liability to the state.
27. **Lawful Operations:** The permittee agrees to operate in accordance with the regulations of the Alaska Department of Fish and Game and all other local, state, and federal laws and regulations.
28. **Report Abnormal Sightings:** The permittee shall notify the Division of Parks and Outdoor Recreation of any problems, abnormal conditions, or unusual conditions observed while operating in park lands and waters.
29. **Aesthetics:** Permittee shall protect the scenic aesthetic values of the area under this permit, and the adjacent land, as far as possible while conducting activities under this permit.
30. **Non-exclusive Authorization:** This permit shall not be construed as limiting the right of the director or his/her designee to issue similar permits at the request of other persons seeking to conduct the same or similar activities in the area.
31. **Survey Monuments:** Survey monuments, witness corridors, reference monuments, mining claim posts and bearing trees shall be protected against destruction, obliteration or damage. Any damaged or obliterated markers caused by actions of the permittee or his/her agents shall be reestablished in accordance with accepted survey practices of the state.



32. **Quiet hours** are between 11:00 p.m. and 6:00 a.m. No disturbing noises or sounds may be made, nor may motorized generators or saws, or sound-producing equipment or instruments be operated between those hours. [11 AAC 12.230(f)]
33. **Fees:** The permittee is not relieved from the payment of any use fee or administrative fee required by Alaska State Parks or any other agency, unless specifically exempted on the face of this permit. Fees may include any camping, parking, boat launch, dump station, license, or concessionaire charges.
34. **Hiking, Equine, and Vehicle Operations:** This permit does not authorize or condone any activity or operation contrary to, in violation of, or in addition to existing regulations or management determinations for the area regarding the use of hiking trails, motorized or non-motorized vehicles, or animals, unless specifically stipulated.
35. The permittee agrees to conduct all activities involving on- and off-road operations of wheeled or tracked vehicles in such a manner as to minimize surface damage to park lands and resources. No construction of new trails or widening of existing trails may be conducted under this permit.
36. **Accident Notification:** The permittee will notify the Area Superintendent at 907.745.8935 within 24 hours of any incident that involves personal injury, any incident involving wildlife or any situation that could create the impression that someone may be lost or in danger. Injuries requiring medical attention or evacuation shall be reported to State Parks at 907.745.8950 or the Alaska State Troopers immediately. The permittee is requested to immediately report any knowledge of fatalities/injuries or lost/overdue people to Alaska State Parks or the Alaska State Troopers.

*I have read and understand and agree to comply with the above  
General and Special stipulations.*

  
\_\_\_\_\_  
Signature of Permittee

  
\_\_\_\_\_  
Date