

UNITED STATE ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:	)	DOCKET NO.
	)	CWA-10-2020-0181
Kirk Wilson, an Individual,	)	
	)	
Glennallen, Alaska	)	<b>RESPONDENT’S ANSWER TO COMPLAINT</b>
	)	<b>AND REQUEST AND DEMAND FOR</b>
Respondent.	)	<b>HEARING AND EXERCISE OF ALL U.S. AND</b>
_____	)	<b>ALASKA CONSTITUTION STATUTORY</b>
	)	<b>AND ADMINISTRATIVE RIGHTS</b>

COMES NOW the Respondent Kirk Wilson, an individual, of Glennallen, Alaska and hereby, through Counsel Phillip Paul Weidner of Phillip Paul Weidner & Associates, A Professional Corporation and hereby responds to the Complaint filed in this matter.

Respondent further requests and demands an appropriate hearing, which is his right, and requests and demands that all of his Federal that is, his U.S. Constitutional rights, and all of his State of Alaska Constitutional rights, and his rights under the applicable statutes of the United States of America and the State of Alaska, and his rights as to administrative law and procedures be honored.

**A. PREAMBLE**

As set out herein, and to be more fully demonstrated if need be, at the requested and demanded hearing, there is no basis for any enforcement action against Kirk Wilson, in this matter nor adequate factual or legal basis to assess any penalties against him or to compel him to take any actions as to the subject property although he is willing to voluntarily take certain actions as a matter of good faith.

Moreover, as set out herein, the actions of the United States Environmental Protection agency (“EPA”), including actions taken in conjunction with the U.S. Army Corps of Engineers (“USACE”) have denied Mr. Wilson his U.S. and Alaska Constitutional rights in such a matter by which the EPA and USACE are barred from seeking any further legal or administrative action against him, or assessment of penalties or compelling him to take any action as to the subject property.

Further, such estoppel and bar are due to the United States Environmental Protection Agency’s culpable action in its own right and working in conjunction with the U.S. Army Corps of Engineers in failing to join necessary parties as to the allegations, to wit Terry Valentine and/or Gerald Lee and/or their agents that is, as to certain of the alleged dirt work regarding the subject property, and alleged necessary remedial action(s).

**a. THE NATURE OF KIRK WILSON**

Kirk Wilson is a citizen of the State of Alaska and United States of America and has owned property in Alaska for approximately 45 years, including working as a highly renowned Alaska Fish and Game guide and owning and operating Tolsona Lake Lodge on Tolsona Lake in conjunction with his wife Julie Wilson and they have and/or still own certain pieces of property more particularly reflected by **Exhibit A** herewith (including portions of Tract A, portions of Tract B1, and the Bunsek Estates). Some of said property is the subject of the instant Complaint. Exhibit A includes a color map which shows in red the so-called “red road” which is a road on both Mr. Wilson’s private property and the State of Alaska’s property as to which referenced made herein concerning the activity of Terry Valentine and Gerald Lee and their agents and as to which the EPA and the USACE are improperly claiming that Mr. Wilson is solely responsible.

RESPONDENT’S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 2 of 23

Phillip Paul Weidner  
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Anchorage, Alaska 99501

Kirk Wilson is a highly respected guide/contributor statewide in Alaska to environmental endeavors, has worked years to further the interest of the native community, and was for many years the sole fireman protecting the Tolsona Community. Kirk Wilson has worked zealously throughout the years to protect the environment, including working with the Alaska Department of Fish and Game to protect Tolsona Lake and also Crosswind Lake a nearby lake. He has never engaged in any environmental degradation and as to the instant Complaint as a result of the matter which as described herein, this Answer demonstrates that there is no basis for any actual findings of a violation in this matter, nor to warrant against him, any assessment of fines or penalties, and no orders compelling him to take any actions as to the subject property, although he is willing as a matter of good faith to continue to cooperate and voluntarily take appropriate actions.

**b. KIRK WILSON AND HIS WIFE JULIE WILSON AND THEIR PROPERTY ARE ENTITLED TO PROTECTION OF AND THE FULL EXERCISE OF ALL OF THE RIGHTS UNDER THE U.S. AND ALASKA CONSTITUTIONS AND THE APPLICABLE FEDERAL STATUTES AND ADMINISTRATIVE LAWS. THIS INCLUDES THE RIGHTS TO DUE PROCESS, EQUAL PROTECTION, COMPULSORY PROCESS, THE ENJOYMENT OF PROPERTY AND THE OTHER APPLICABLE PROVISIONS OF THE U.S. CONSTITUTION AND BILL OF RIGHTS AND COMPARABLE PROVISIONS OF THE ALASKA CONSTITUTION.**

As set out herein, and to be proven at the hearing requested and demanded herewith, if necessary, the actions of the United States Environmental Protection Agency and/or the actions of the U.S. Army Corps of Engineers in conjunction with the in EPA, and their agents, have been and are continuing to be in violation of certain of those rights, in a manner by which the United States Environmental Protection Agency and/or the United States Army Corps of Engineers are estopped and barred from further threatening or imposing penalties or sanctions or orders upon

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 3 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
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Anchorage, Alaska 99501

Mr. Wilson or the subject property, or compelling him to take any acts as to same, although he remains willing as a matter of good faith to voluntarily take certain acts and cooperate in the best interest of all concerned with all respective parties.

- c. UNCONSTITUTIONAL ACTIONS INCLUDE DISCRIMINATION AGAINST MR. WILSON SO TO VIOLATE EQUAL PROTECTION AND DUE PROCESS, INCLUDING ACTIONS TAKEN BY FORMER EMPLOYEE OF THE U.S. ARMY CORPS OF ENGINEERS ONE CLARE JAEGER WHO AT THE TIME OF TAKING THE ACTIONS HAD A CONFLICT OF INTEREST AND UNDUE MOTIVE FOR BIAS AS A PLAINTIFF IN THE CIVIL LITIGATION STYLED: ANDERSON, ET. AL., V. WILSON, CASE NO. 3PA-18-01020CI (SAID LITIGATION REFERRED TO HEREIN AFTER AS “STATE OF ALASKA CIVIL SUIT” OR “STATE CIVIL SUIT”), IN THE SUPERIOR COURT FOR THE STATE OF ALASKA THIRD JUDICIAL DISTRICT AT PALMER<sup>1</sup>.**

The actions of Ms. Jaeger have unduly influenced and improperly influenced the U.S. Army Corps of Engineers and violated the above referenced rights that is, including the Constitutional rights of Kirk Wilson, and such violations must be remedied.

- d. THE CIVIL LITIGATION STYLED: ANDERSON, ET. AL., V. WILSON, CASE NO. 3PA-18-01020CI INVOLVES CERTAIN LITIGATION THAT HAS BEEN ONGOING FOR YEARS AS TO CERTAIN NEIGHBORS OF MR. WILSON ATTEMPTING TO TRESPASS ON HIS PROPERTY AND FORCE A PUBLIC EASEMENT AND INDUCING THE PUBLIC TO DO SO.**

The Plaintiffs in that litigation are extremely well funded and have forced Mr. Wilson to incur years of litigation costing over \$200,000 in legal fees to protect his property, and such

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<sup>1</sup> At a minimum, Clare Jaeger needs to be examined under oath as to her apparently improper role in this matter as well as any other USACE/EPA personal, and Clare Jaeger held accountable for same and the USACE and/or EPA and any responsible personnel likewise be examined and held accountable.

RESPONDENT’S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 4 of 23

Phillip Paul Weidner  
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Anchorage, Alaska 99501

harassment is ongoing in the Courts, and Clare Jaeger has been instrumental in implementing complaints against Mr. Wilson with the USACE and/or EPA as a part of such harassment.

**e. THE REFERENCED FORMER EMPLOYEE OF THE U.S. ARMY CORPS OF ENGINEERS IS A PLAINTIFF IN THE LITIGATION AS NOTED, NAMED CLARE JAEGER.**

Ms. Jaeger, with improper motive, to further the Plaintiffs' position in the civil suit, instituted upon information and belief, the Complaint against Mr. Wilson with the U.S. Army Corps of Engineers and in doing so, covered up the actions of other Plaintiffs in the civil litigation and/or their agents namely Terry Valentine, Gerald Lee, et. al.

Although certain improper actions of Terry Valentine, Gerald Lee, et. al., involved the alleged wetlands and road building on both Mr. Wilson's private property and the State of Alaska property and Complaints have been made against Terry Valentine with the U.S. Army Corps of Engineers and/or Environmental Protection Agency said agencies have taken no action against the necessary parties in violation of equal protection and due process, and are actually insisting that Kirk Wilson clean up Terry Valentine's/Gerald Lee's mess. The actions of Terry Valentine and Gerald Lee included physical work/dirt work/gravel work on both Mr. Wilson's property and the State of Alaska's property.

**f. ONE OR MORE OF THE PLAINTIFFS IN THE REFERENCED LITIGATION HAVE ENGAGED IN CERTAIN ACTIVITY ON SOME OF THE SUBJECT PROPERTY INCLUDING EXTENSIVE DIRT WORK, MOVING OF GRAVEL, DEPOSITING GRAVEL, WIDENING THE ROADS ON BOTH KIRK WILSON'S LAND AND ADJOINING STATE OF ALASKA LAND AND TRESPASSING TO DO SO.**

Terry Valentine, Gerald Lee and their agents are necessary parties to be joined by the EPA and USACE and the failure to do so violates the Constitutional rights of Kirk Wilson as to due

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 5 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

process and equal protection. Note, that there has been major gravel deposited widening the road or Kirk Wilson's land by Terry Valentine/Gerald Lee, et. al., and extensive work on the State of Alaska land by Terry Valentine/Gerald Lee building a very wide road and depositing gravel/culverts as to which Mr. Wilson did not participate, but now the EPA wants Mr. Wilson to remove the gravel deposited by Terry Valentine/Gerald Lee, et. al., and to do remedial work as to the culverts installed on the road by Terry Valentine/Gerald Lee, et. al.

**g. CERTAIN OF THE SUBJECT PROPERTY WHICH HAS BEEN ADDRESSED IN THIS COMPLAINT IS OWNED BY KIRK WILSON BUT CERTAIN OF THE PROPERTY IS OWNED BY THE STATE OF ALASKA.**

As reflected by the applicable property records, certain of the subject property and/or activities as to that property complained of by the EPA and/or USACE is property owned by Kirk Wilson, but certain of the property is owned by the State of Alaska. Kirk Wilson has no responsibility for any activities on the State of Alaska property.

**h. ANY ACTIVITIES BY MR. WILSON COMPLAINED OF IN THIS COMPLAINT ON HIS PROPERTY WERE ALSO IMPACTED BY ACTIVITIES OF THE NECESSARY BUT UNNAMED BY EPA/USACE PARTIES TERRY VALENTINE AND GERALD LEE AND THEIR AGENTS, ON BOTH MR. WILSON'S LAND AND THE STATE OF ALASKA LAND.**

Moreover, as noted, the necessary parties Terry Valentine and Gerald Lee took extensive action on the State of Alaska land action which Mr. Wilson was not involved in, and proper reports were made to the U.S. Army Corps of Engineers, but no actions against, or requests for, remedial action by, Terry Valentine/Gerald Lee have been instituted by the USACE or EPA.

**i. FURTHER, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND/OR THE UNITED STATES ARMY CORPS OF ENGINEERS HAVE BEEN INSISTING THAT MR. WILSON TAKE**

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 6 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

**CERTAIN ACTS AS TO THE WORK THAT WAS DONE BY THE NECESSARY BUT UNNAMED EPA/USACE PARTIES, TERRY VALENTINE, GERALD LEE AND THEIR AGENTS ET. AL., ON THE PRIVATE WILSON PROPERTY AND/OR STATE LAND AND SUCH INSISTENCE IS A VIOLATION OF KIRK WILSON'S ABOVE REFERENCED RIGHTS**

Moreover, there are pending Court Orders in the referenced State litigation, obtained by the Plaintiffs therein against Mr. Wilson, to wit an injunction obtained by the Plaintiffs which would preclude Mr. Wilson from taking certain of the actions requested and/or insisted on by the United States Environmental Protection Agency and thus, Kirk Wilson should not and cannot be forced to do so, until any conflict(s) are resolved as to the State Court Orders in that action.

At a recent hearing in the State Court matter, where Counsel for Mr. Wilson was informing the State Court, of Mr. Wilson's desires to cooperate with the EPA and/or the USACE, the State Court Judge insisted that no such actions be taken which will impact the "red roads" in question, as to the Plaintiff's claims of necessary access to their allegedly (note falsely alleged) "landlocked" properties, without notice to and/or permission from the State Court.

Thus, Mr. Wilson is caught in a "crossfire", i.e. "Hobson's choice" between the State Court and the EPA/USACE. Counsel for Mr. Wilson has asked for the EPA's Counsel to agree to forebear any further enforcement action in this matter until the resolution of the State Court proceedings which will go to trial soon. Counsel for the EPA has refused and insists the State Court has no jurisdiction to order or allow Mr. Wilson not to take acts, that the EPA demands. Counsel for the EPA and the EPA show no mercy towards Mr. Wilson, and he is faced with either Contempt of Court, in the State Court proceedings, or the draconian penalties and fines the EPA is seeking in this matter.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 7 of 23

Phillip Paul Weidner  
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943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

After this Answer and Request for Hearing are duly and timely filed, Counsel for Mr. Wilson may likely seek a stay of the instant matter until the State Court matters are resolved.

The State Court civil matter is now set for a trial soon in a Court Trial, that is in February 2021. Counsel for Mr. Wilson is filing this Answer and Request for Hearing now, as Counsel has been infected by the COVID-19 virus, and is still recovering, quarantined, and largely isolated in his home(s), away from his office, and is doing so as soon as possible. Counsel will be filing for a stay in this matter soon.

Moreover, Mr. Wilson has previously obtained appropriate EPA permits and/or EPA permission regarding certain of his real property (including permitted activity as to the airstrip depicted in Exhibit A), and alleged wetlands, near the alleged wetlands now at issue and the work he did and/or was approved, pursuant to those EPA permits and/or EPA permissions have rendered the remaining property, which is alleged to be wetlands, not impacted wetlands so as not to be the subject of necessary enforcement action.

Moreover, given the factual, procedural and legal history of this case, it would violate the prohibition against ex post facto of law, regulations, and enforcement to grant the relief sought by the EPA in this matter.

For all these reasons, including the following, and Answer to the EPA's Complaint and Request For Hearing no findings regarding enforcement actions, and/or fines and/or penalties and/or orders as to same, are warranted, and the Complaint in this case must be dismissed, with no enforcement action.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 8 of 23

Phillip Paul Weidner  
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943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501



To that extent, this Answer should be treated as a Motion to Dismiss For Failure To State A Complaint and/or a Motion for Summary Judgment, but in any event, Respondent asserts all of his above referenced rights and requests for relief, and defenses as set out herein.

**I. STATUTORY AUTHORITY**

1.1 Respondent Kirk Wilson assumes that the recitations in paragraph 1.1 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

1.2 Respondent Kirk Wilson assumes that the recitations in paragraph 1.2 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

1.3 Respondent Kirk Wilson assumes that the recitations in paragraph 1.3 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

**II. STATUTORY AND REGULATORY BACKGROUND**

2.1 Respondent Kirk Wilson assumes that the recitations in paragraph 2.1 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.2 Respondent Kirk Wilson assumes that the recitations in paragraph 2.2 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.3 Respondent Kirk Wilson assumes that the recitations in paragraph 2.3 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.4 Respondent Kirk Wilson assumes that the recitations in paragraph 2.4 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.5 Respondent Kirk Wilson assumes that the recitations in paragraph 2.5 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.6 Respondent Kirk Wilson assumes that the recitations in paragraph 2.6 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.7 Respondent Kirk Wilson assumes that the recitations in paragraph 2.7 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

2.8 Given the position of the Respondent set out above *supra* and *infra* herein, Mr. Wilson is not subject to any enforcement action and denies and makes no concession there was a culpable discharge.

2.9 Given the position of the Respondent set out above *supra* and *infra* herein, Mr. Wilson is not subject to any enforcement action and denies and makes no concession there was a culpable discharge. However, Respondent asserts his rights to protection against ex post facto law.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 10 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

2.10 Given the position of the Respondent set out above *supra* and *infra* herein, Mr. Wilson is not subject to any enforcement action and denies and makes no concession there was a culpable discharge. However, Respondent asserts his rights to protection against ex post facto law.

2.11 Given the position of the Respondent set out above *supra* and *infra* herein, Mr. Wilson is not subject to any enforcement action and denies and makes no concession there was a culpable discharge. However, given the position of Respondent as set out herein, the EPA is barred and estoppel from doing so.

### **III. ALLEGATIONS**

3.1 Respondent Kirk Wilson assumes that the recitations in paragraph 3.1 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

3.2 Respondent Kirk Wilson assumes that the recitations in paragraph 3.2 are legally correct and accurate and thus, does not at this time dispute same, but reserves if necessary, the right to do so.

3.3 While there is certain black spruce on some of the property owned by Respondent, Respondent does not concede the referenced property constitutes wetlands as alleged, given the reality of the property in light of the prior permitted activities allowed and permission and approval by the EPA. While Respondent acknowledges certain black spruce on certain of his properties, the subject property is such that although the waters of Tolsona Lake might be traditional navigable waters given, his position set out herein, Respondent denies that the

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 11 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

alleged wetlands of the site are in fact “waters of the United States” as alleged and “navigable waters” as alleged.

3.4 Given the position of the Respondent set out herein, the allegations of this paragraph are denied to the extent that the alleged property site should not be now construed as constituting wetlands nor should there be a violation found as to Respondent’s activities and the EPA and USACE are barred and estopped from asserting same.

3.5 If the allegations in paragraph 3.5 relate to the Complaint initiated by Clare Jaeger, then that allegation that a Complaint was brought is admitted although, the Complaint was not well-founded and, in any event, not well founded and properly prosecuted given the violations of the referenced rights.

3.6 Above responses are repeated and referenced herein, and it is noted that Respondent has received numerous permits and approvals regarding wetlands from the EPA.

3.7 Above responses are repeated and referenced herein, and it is noted that Respondent has received numerous permits and approvals and permission regarding wetlands from the EPA. Respondent is not certain of any date as to a visit by the USACE but concedes that a gravel road has been constructed and a 12 inch culvert has been installed, etc., but denies, for the reasons set out above, that such activity should be treated as having been constructing a road on wetlands, and denies that Kirk Wilson is subject to any enforcement action as to same.

3.8 Assuming the date of the alleged notice of violation is correct, paragraph 3.8 is not disputed except for the reasons stated in this Answer and Request for Hearing, Respondent maintains any such notices were improper and should not be effective.

RESPONDENT’S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 12 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

3.9 Respondent, assuming that the date is correct did submit a written response to the USACE; however, the full response needs to be considered and Respondent's position as set out above and *infra* needs to be considered.

3.10 Respondent has always been truthful as to his activities on the alleged site and if there are any contradictions in statements, they were inadvertent and not material.

3.11 While similar statements as alleged were made to Respondent by the State of Alaska, the rest of the allegations in paragraph 3.11 are denied.

3.12 for the reasons stated above as to Respondent's position, the allegations in paragraph 3.12 are denied except possibly the reference to approximately 1,180 cubic yards of fill and the approximately 0.35 acres of surface area may be accurate.

3.13 Assuming the dates are accurate, the allegations as to some of the activities may be accurate but Respondent maintains certain or all of the activities, for the reasons set out above, are not culpable and are not properly subject to action or enforcement. Note, for that matter, the widening of the road was not done by Respondent but by the necessary but unnamed by the EPA/USACE Parties who are not named, i.e. Terry Valentine/Gerald Lee, et. al., and their agents.

3.14 The allegations in paragraph 3.14 are denied as the culpable work was done by Terry Valentine and/or Gerald Lee and their agents.

3.15 The allegations in paragraph 3.15 are denied.

3.16 The allegations in paragraph 3.16 are denied as the widening of the road was done by Terry Valentine and/or Gerald Lee and their agents.

3.16 For the reasons set out above and herein, the allegations in paragraph 3.16 are denied.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 13 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

3.17 For the reasons set out above and herein, the allegations in paragraph 3.17 are denied.

3.18 Assuming the legal authority is properly cited, Respondent is not disputing the statements in paragraph 3.18, but for the reasons stated above and herein, no proper action may be taken against Respondent.

3.19 Assuming the legal authority is properly cited, Respondent is not disputing the statements in paragraph 3.18, but for the reasons stated above and herein, no proper action may be taken against Respondent.

3.20 The allegations in paragraph 3.20 are denied.

3.21 Assuming the statements are correct, Respondent does not deny same, but reserves rights if necessary, to do so.

3.22 Assuming the statements are correct, Respondent does not deny same, but reserves rights if necessary, to do so.

3.23 Respondent's position is as set out above and herein, as to the fact that he engaged in no such culpable conduct thus, as to any equipment as alleged in 3.9 and 3.14 or such "point sources" Respondent denies any culpability.

3.24 Respondent denies the allegations in paragraph 3.24 for the reasons set out above and herein, or that he engaged in any culpable conduct, or he is subject to any findings of culpable conduct or subject to any penalties or fines, or orders requiring him to take any action.

3.25 Respondent denies the allegations in paragraph 3.25 for the reasons set out above and herein, or that he engaged in any culpable conduct, or he is subject to any findings of culpable conduct, or subject to any penalties or fines, or orders requiring him to take any action.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 14 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

3.26 Note further, that given the prior proper permits and approvals issued and/or granted permission by the United States Army Corps of Engineers, the USACE and the EPA are estopped and barred from taking any actions against Respondent as sought or to maintain that any of his alleged acts were, or are culpable or subject to findings of violations or the assessment of penalties, or fines or orders directing and requiring Respondent to take certain acts.

**IV. PROPOSED PENALTY**

4.1 For the reasons and position for the Respondent as set out *supra* and *infra*, the Respondent denies the allegations in paragraph 4.1.

4.2 For the reasons and position for the Respondent as set out *supra* and *infra*, the Respondent denies the allegations in paragraph 4.2.

4.3 For the reasons and position for the Respondent as set out *supra* and *infra*, the Respondent denies the allegations in paragraph 4.3.

4.4 For the reasons and position for the Respondent as set out *supra* and *infra*, the Respondent denies the allegations in paragraph 4.4. Note, no such final order should be issued, nor assessment should be issued against Respondent, no penalty should be imposed and/or invoked against Respondent and no order should be issued compelling Respondent to take any action, in any event and certainly should not be resolved before the State of Alaska Civil Action/State Civil Action has been resolved.

4.5 For the reasons set out above *infra*, the Respondent denies allegations of paragraph 4.5.

4.5.1 Assuming the statements in paragraph 4.5 are legally and/or factually correct, Respondent does not dispute same; however, for the reasons set out above *supra* and *infra*, no action should be taken against the Respondent.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 15 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

4.5.2 For the reasons set herein as to Respondent above *supra* and *infra*, the allegations in paragraph 4.5.2 are denied to the extent there is any allegations of any proper basis for or necessity for actions to be taken against Respondent.

4.6 For the reasons set herein as to Respondent above *supra* and *infra*, the allegations in paragraph 4.6 are denied to the extent there is any allegations of any proper basis for or necessity for actions to be taken against Respondent.

4.7 For the reasons set herein as to Respondent above *supra* and *infra*, the allegations in paragraph 4.7 are denied to the extent there is any allegations of any proper basis for or necessity for actions to be taken against Respondent.

4.7.1 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.2 Respondent repeats his position as set out above *supra* and maintains that he has properly worked with the USACE to obtain permits and approval and permission nfor the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.3 Respondent repeats his position as set out above, and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 16 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501



this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.4 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.5 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.6 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.7 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 17 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

4.7.8 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.7.9 Respondent repeats his position as set out above and maintains that he has properly worked with the USACE to obtain permits and approval and permission for the work he has done and based upon his position set out above *supra* and *infra* no action is appropriate against him in this matter for any findings of violations, assessment of penalties and assessment of fines or orders.

4.8 Based upon the position of Respondent set out above *supra* and *infra*, the allegations in paragraph 4.8 are denied.

4.8.1 Respondent repeats his position set out above *supra* and *infra* and maintains he has properly worked with the USACE.

4.8.2 Respondent repeats his position as set out above *supra* and *infra* and maintains he properly worked with the USACE and denies the allegations in paragraph 4.8.2 to the extent there are any claims that he should be subject to any findings or violations, assessment of penalties or orders directing him to take action.

4.8.3 For the reasons set out by Respondent as to his position above *supra* and *infra*, the allegations in paragraph 4.8.3 are denied.

4.8.4 For the reasons set out by Respondent as to his position above *supra* and *infra*, the allegations in paragraph 4.8.4 are denied.

RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 18 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

4.9 Respondent's position as set out above *supra* and *infra* is repeated.

4.10 Respondent's position as set out above *supra* and *infra* is repeated.

**V. OPPORTUNITY TO REQUEST A HEARING**

5.1 Respondent hereby requests and demands a hearing and requests and demands his U.S. and Alaska Constitutional rights and rights under the U.S. and Alaska statutes and administrative laws and rules be honored as set out above *supra* and *infra*. This request and demand for a hearing is timely and properly made since it is made within the time period of a prior extension that has been sought and granted

5.2 Respondent hereby requests and demands a hearing and requests and demands his U.S. and Alaska Constitutional rights and rights under the U.S. and Alaska statutes and administrative laws and rules be honored as set out above *supra* and *infra*. This request and demand for a hearing is timely and properly made since it is made within the time period of a prior extension that has been sought and granted.

5.3 Respondent is complying with part 22 Rules and electronic filing.

5.4 Respondent is complying with the referenced provisions in paragraph 5.4.

5.5 Respondent is complying with the referenced provisions in paragraph 5.5.

**VI. FAILURE TO FILE AN ANSWER**

6.1 Respondent is properly and timey filing an Answer as referenced in paragraph 6.1 and the reasons for the defense and the facts and law are as set out in Respondent's position above *supra* and *infra* and properly supported by the record(s) of the USACE the EPA and the civil proceedings referenced, i.e., styled: Anderson, et. al., v. Wilson, Case No. 3PA-18-01020CI, and

by other evidence, to be obtained by discovery in this matter and/or presented if necessary, at the hearing which is requested and demanded.

6.2 No default is proper or may be entered or any admissions found as a timely Answer and request and demand for hearing are being filed.

6.3 No default order or penalty is proper or may be entered given the position of Respondent set out herein.

## **VII. INFORMAL SETTLEMENT CONFERENCE**

7.1 Pursuant to paragraph 7.1 an informal settlement conference is hereby requested, and contact is being made with the designated EPA Counsel by service of this Answer.

7.2 A timely Answer is being filed and a timely Request for Hearing is being filed.

7.3 Respondent and Respondent's Counsel will abide by the admonition in paragraph 7.3 and trust that the EPA and USACE and their Counsel will do likewise.

## **VIII. RESERVATIONS**

Respondent maintains that as set out herein, he has been and is in appropriate compliance, and no action should be taken against him as to findings of violations assessing penalties or fines or orders for him to take affirmative-action, although he remains willing as a matter of good faith to take certain actions if the EPA and the USACE cooperate with him and insist that the necessary unnamed by the EPA/USACE Parties that should be, are named, in this action and they do likewise and said actions can be taken without violating the Court's Order(s) in the civil suit styled: *Anderson, et. al., v. Wilson*, Case No. 3PA-18-01020CI.

**IX. ADDITIONAL APPROPRIATE INFORMATION AS TO RESPONDENT'S POSITION**

7.4 As set out herein, it is the position of Respondent that his rights have been violated, are being violated and must be honored, and the EPA and USACE are estopped and barred from taking any further action against him or finding violations or assessing fines or issuing or obtaining orders directing him to take certain actions.

7.5 This includes violations of his U.S. and Alaska Constitutional rights to due process, equal protection, taking of his private property and the other constitutional and statutory rights at issue.

Moreover, the Respondent maintains that given the history of permits and approvals and permission issued in this matter by the USACE and his compliance with same the USACE and the EPA are likewise subject to estoppel and barred

7.6 Further, it is the position of Respondent is barred by laches and/or undue delay and/or the statute of limitations

7.7 Further, it is the position of the Respondent that any such action by the EPA or USACE is barred by the doctrine of failure to name or join, or take action against necessary unnamed by the EPA/USACE indispensable parties and take action against those parties including Terry Valentine and Gerald Lee, et. al., and their agents

7.8 Further, it is the position of Respondent that Respondent Kirk Wilson, as he has always been willing to, and remains willing, will cooperate to resolve this matter in an amicable fashion if he does so without being forced to violate Order(s) in the State Court action styled: Anderson, et. al., v. Wilson, Case No. 3PA-18-01020CI.

7.9 Accordingly, Respondent asks that there be no formal action taken against him in this matter and this matter be resolved in an amicable fashion through cooperation with the EPA, the USACE, the referenced indispensable parties and if need be, the Plaintiffs in the referenced litigation.

7.10 Respondent is willing to attempt to do so through an informal settlement conference which is requested, and further Respondent suggests mediation and/or alternative dispute resolution is appropriate and should be engaged in.

### **X. SUMMARY**

All of the referenced rights of Kirk Wilson should and must be honored. When all of those rights are honored given the reality of this matter, there are no facts or legal basis to find any violations by Kirk Wilson, to assess any fines or penalties, or to order him to take any actions although he will voluntarily work to resolve this matter in an amicable fashion if it is possible.

The citizen Kirk Wilson must not suffer prejudice to his U.S. and Alaska Constitutional rights and/or other rights and should not be forced to be in a “crossfire” between the Alaska State Courts/Plaintiffs in the State Civil Action and the EPA/USACE and at a minimum, this matter should be stayed until the State Civil Action is resolved.

Thus, it is requested that all actions be taken to preserve and protect those most important referenced U.S. and Alaska Constitutional rights, of the United States and State of Alaska citizen Kirk Wilson, and no actions be taken to prejudice him or those rights or the entitlement to or protection and enjoyment of same, and that there be no findings of any violations by Kirk Wilson nor any fines or penalties assessed against him nor any orders compelling him to act in a certain fashion.

RESPONDENT’S ANSWER TO COMPLAINT AND REQUEST  
FOR HEARING

In the Matter of: Kirk Wilson  
Docket Number: CWA-10-2020-0181  
Page 22 of 23

Phillip Paul Weidner  
Phillip Paul Weidner & Associates  
943 W. 6<sup>th</sup> Avenue, Suite 300  
Anchorage, Alaska 99501

RESPECTFULLY submitted this 25<sup>th</sup> day of November 2020,

WEIDNER & ASSOCIATES  
Counsel for Respondent Kirk Wilson

DocuSigned by:  
*Phillip Paul Weidner*  
005850A038BA4A1...

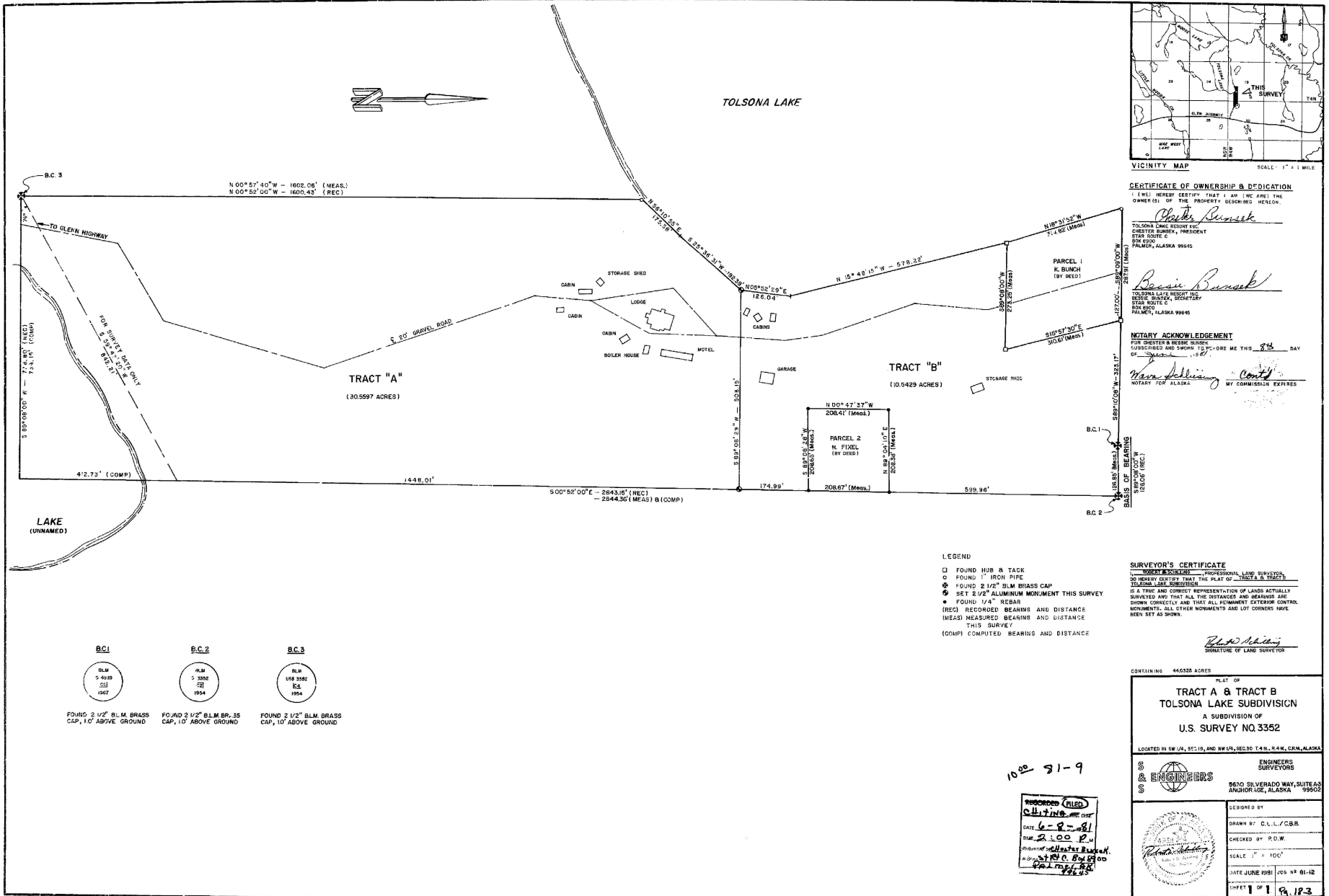
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Phillip Paul Weidner  
ABA No. 7305032

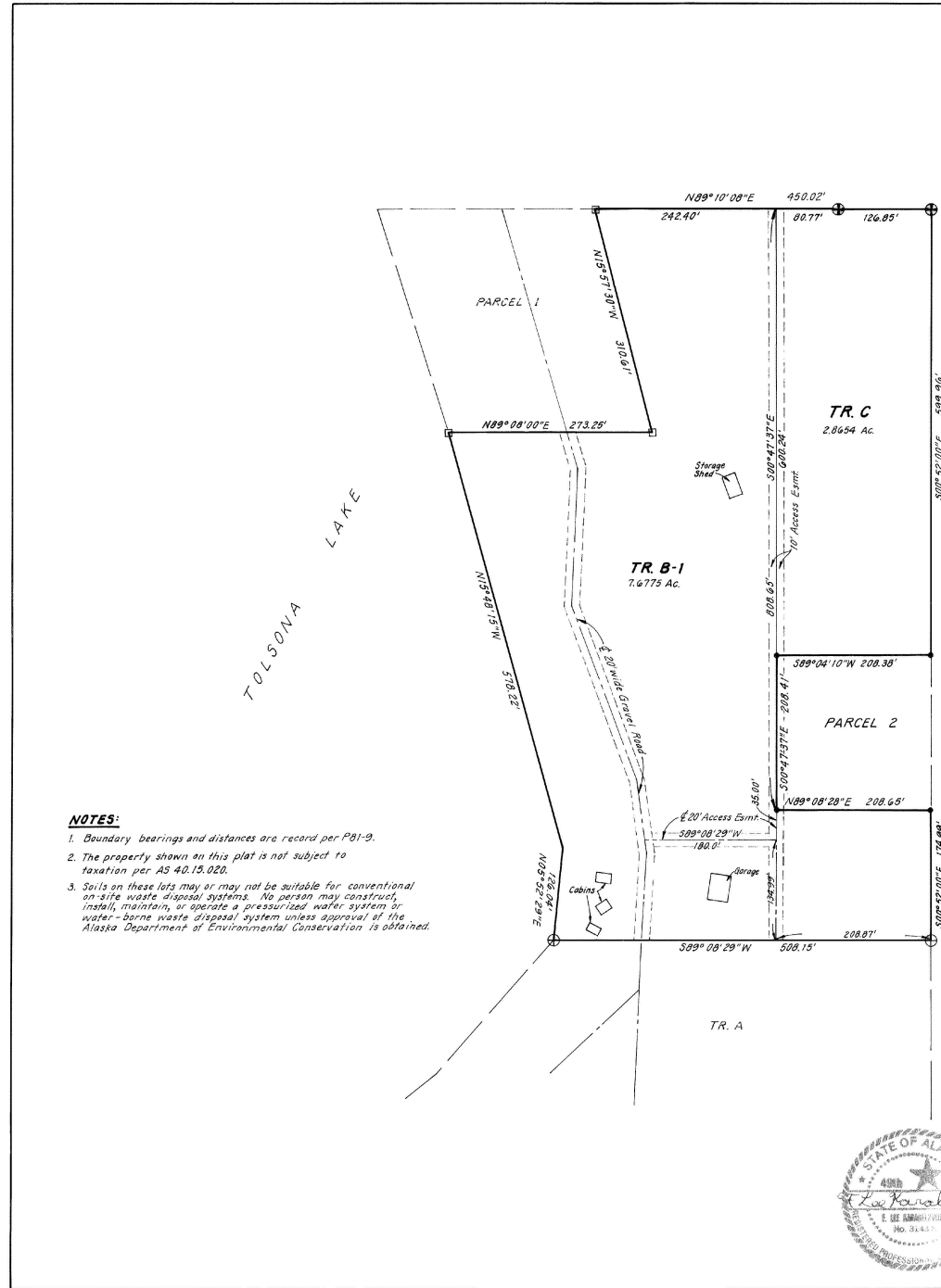
RESPONDENT'S ANSWER TO COMPLAINT AND REQUEST  
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Page 23 of 23

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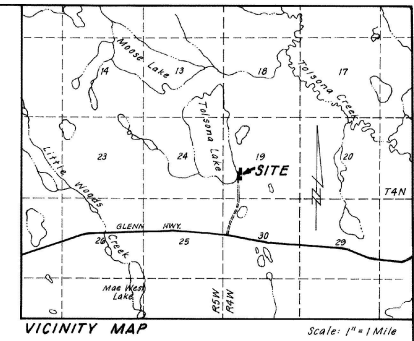
**NOTES:**

1. Boundary bearings and distances are record per P81-9.
2. The property shown on this plat is not subject to taxation per AS 40.15.020.
3. Soils on these lots may or may not be suitable for conventional on-site waste disposal systems. No person may construct, install, maintain, or operate a pressurized water system or water-borne waste disposal system unless approval of the Alaska Department of Environmental Conservation is obtained.

PLAT #  
89-9

**RECORDED - FILED**  
Chitna REG. DIST.  
DATE March 28, 1989  
TIME 4:52 P.M.  
Requested by Richard Fixel  
Address Box 104  
Sitka, Alaska AK 99582

0' 50' 100' 200' 300'  
GRAPHIC SCALE IN FEET



**CERTIFICATE OF OWNERSHIP & DEDICATION**

I (we) hereby certify that I am (we are) the owner(s) of the property described hereon.

*Richard Fixel*  
Richard Fixel, Owner Parcel 2

*Bessie Bunsek*      *Chester Bunsek*  
Bessie Bunsek, Owner Tr. B-1, C      Chester Bunsek, Owner Tr. B-1, C  
*Bessie Bunsek*  
P.O.A.

**NOTARY'S ACKNOWLEDGEMENT**

Personally appeared *Richard Fixel*  
Subscribed and sworn to before me this 28<sup>th</sup> day of March, 1989.

Can't.  
My Commission Expires 05/01/90

*Walter S. Sprocker*  
WALTER S. SPROCKER  
DISTRICT MAGISTRATE  
GLENNALLEY, ALASKA 99504

**NOTARY'S ACKNOWLEDGEMENT**

Personally appeared *Bessie Bunsek*  
Subscribed and sworn to before me this 28<sup>th</sup> day of March, 1989.

Can't.  
My Commission Expires 05/01/90

*Walter S. Sprocker*  
WALTER S. SPROCKER  
DISTRICT MAGISTRATE  
GLENNALLEY, ALASKA 99504

- LEGEND**
- ⊕ Exist. 2 1/2" BLM BC Mon.
  - ⊕ Exist. 2 1/2" Al. Mon.
  - Exist. 1/4" Rebar
  - Exist. Hub & Tack

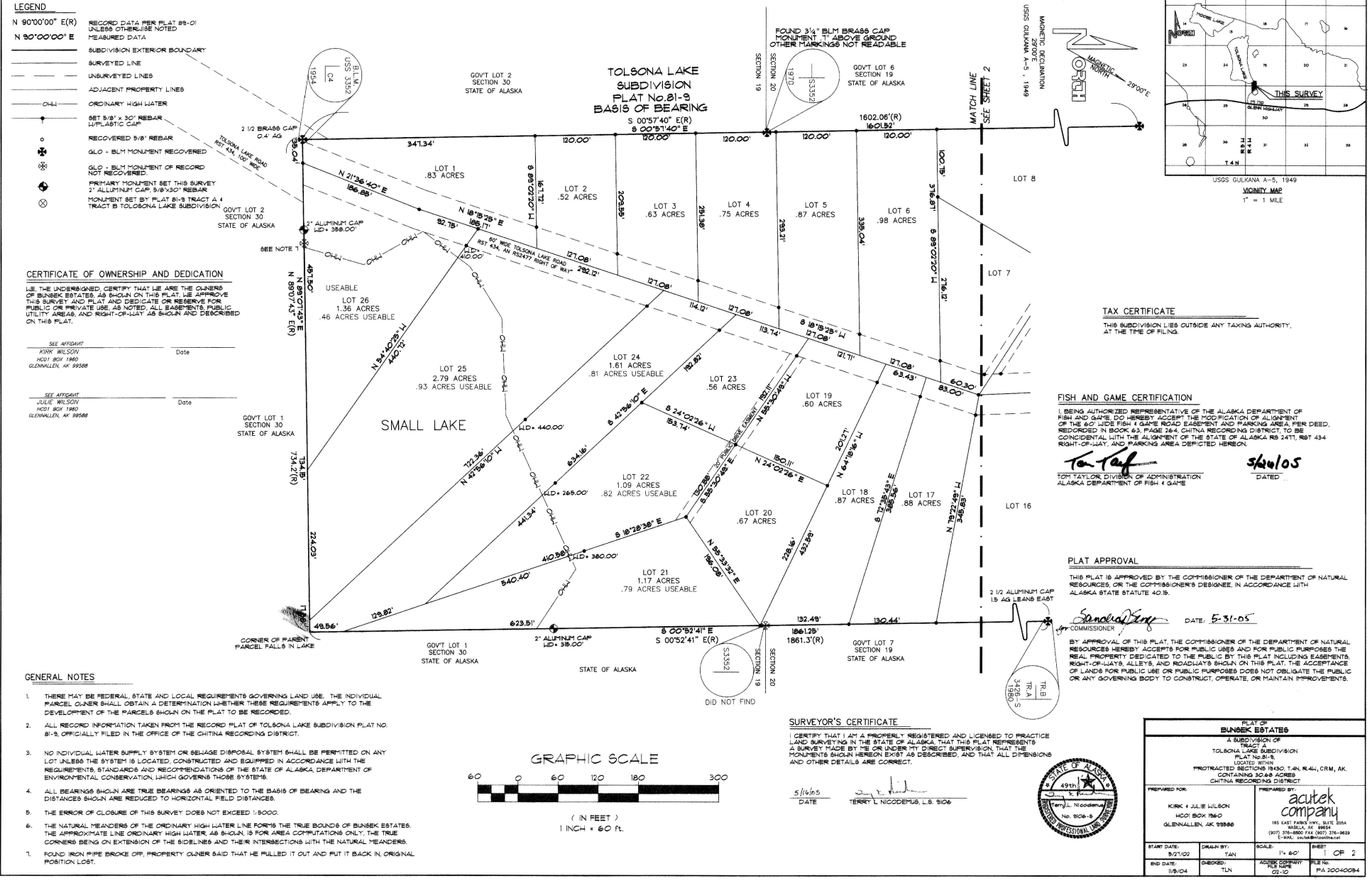
**SURVEYOR'S CERTIFICATE**

I, F. Lee Karabelnikoff, professional land surveyor, do hereby certify that the plat of Tract B-1 & C, Tolsona Lake Subdivision & 10' Access Easement on Parcel 2, is a true and correct representation of lands actually surveyed and that all the bearings and distances are shown correctly according to the most recent recorded plat of this subdivision.



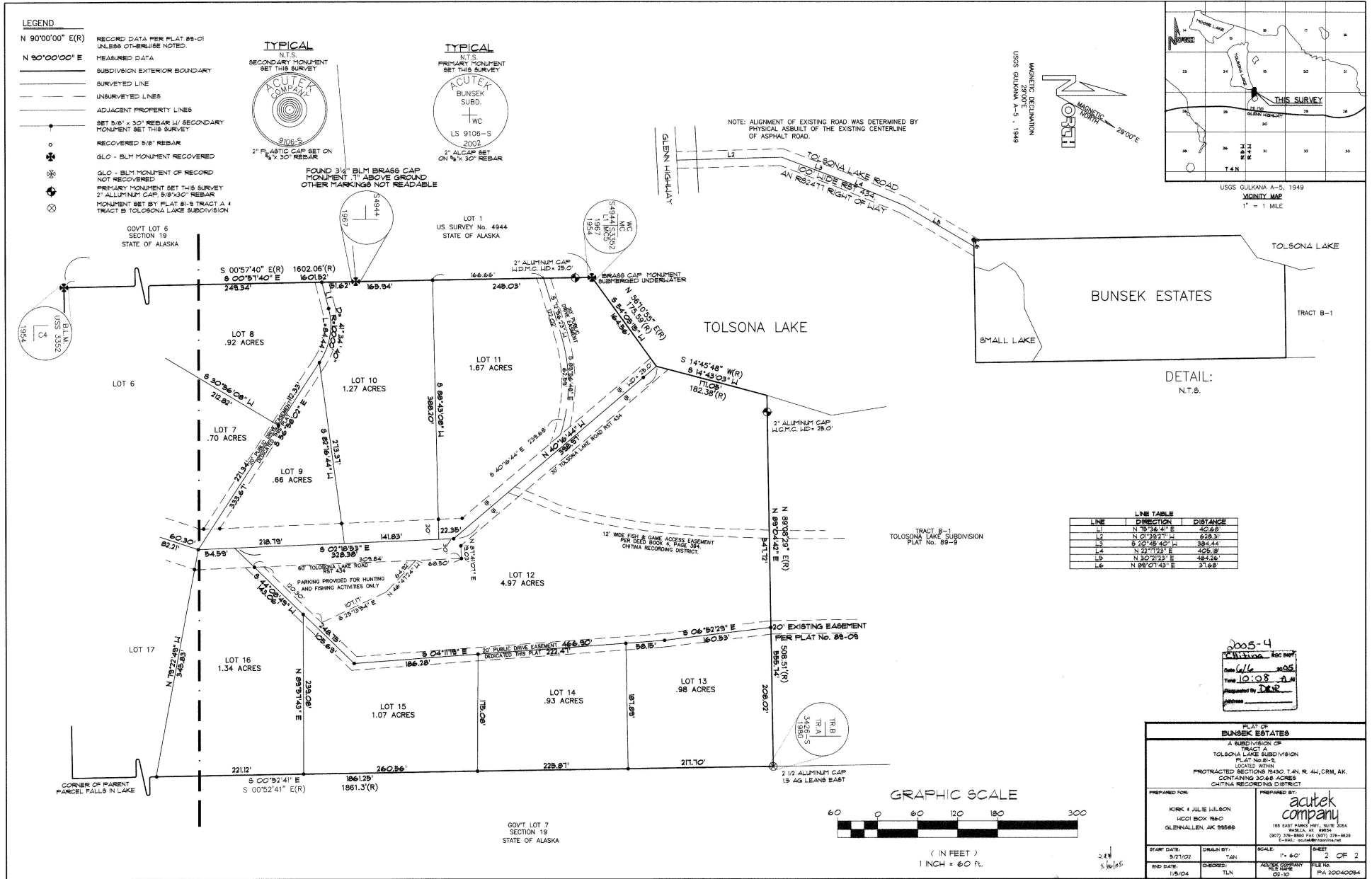
*F. Lee Karabelnikoff*  
Signature of Land Surveyor

PLAT OF		
TR. B-1 & C, TOLSONA LAKE SUBD., & DEDICATION OF 10' ACCESS ESMT. ON PARCEL 2		
CONTAINING 10.543 AC.		
A SUBDIVISION OF TR. B, TOLSONA LAKE SUBD. (P81-9)		
CHITNA RECORDING DISTRICT		
Located within SW 1/4 Sec. 19, T4 N, R4 W, C.R. Meridian, Alaska		
<b>KARABELNIKOFF SURVEYING</b> 7345 OLD HARBOUR AVENUE ANCHORAGE, ALASKA 99504		
DRN DS	DATE April 1988	SCALE 1"=100'
CRD LIX	FILE NO.	JOB NO. 8809



2005-4 - Chitina Page 1

Exhibit A  
3 of 15



PLAT-2005-4  
Chitina-

**AFFIDAVIT OF OWNERSHIP**

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

~~I (we)~~, the undersigned, certify that ~~I am~~ (we are) the owner(s) of  
Bunsek Estates  
as shown on this plat. ~~I (we)~~ <sup>we</sup> approve this survey and plat and dedicate or reserve for  
public ~~or~~ private use, as noted, all easements, public utility areas, and rights-of-way as  
shown and described on this plat.

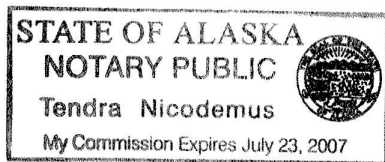
Date: 4/4/05

Kirk Wilson  
Julie Wilson

Kirk and Julie Wilson  
HC01 Box 1960  
Glennallen, Alaska 99588

**NOTARY'S ACKNOWLEDGEMENT**

Subscribed and sworn to before me this 4<sup>th</sup> day of April, 2005,  
by Kirk Wilson, Julie Wilson.



Tendra Nicodemus  
Notary Public for Alaska  
My commission expires: 7/23/2007

[Notary's Seal]

2005-4  
CHITINA

BUNSEK ESTATES  
SUBDIVISION AGREEMENT

The State of Alaska, Department of Natural Resources, Division of Mining, Land, and Water (hereinafter the "State"), and Kirk and Julie Wilson (hereinafter the "Owner") enter into this agreement this 2<sup>nd</sup> day of May, 2005.

The parties to this Agreement shall accept notices at the following addresses:

Owner Kirk and Julie Wilson HCO1 Box 1960 Glenallen, AK 99588	State Department of Natural Resources Division of Mining, Land, and Water 550 W. 7 <sup>th</sup> Avenue, Suite 900C Anchorage, AK 99501
--	---

Kirk and Julie Wilson warrant that they are the owner of the real property which is the subject of this Agreement (hereinafter the "Property") described as:

Tract A, Tolsona Lake Subdivision, filed as plat No. 81-9 in the Chitina Recording District.

The Owner seeks the State's approval of the final plat of Bunsek Estates, a subdivision of the Property, pursuant to AS 40.15.300, 11 AAC 51.065 and 11 AAC 53.600. The existing Tolsona Lake Road is an RS 2477 right of Way, RST 434 which crosses the property and terminates at the shore of Tolsona Lake. In consideration of the State's approval of a final plat of Bunsek Estates, the Owner agrees to relocate and construct a portion of Tolsona Lake Road in the location shown on the preliminary plat of Bunsek Estates, attached as Exhibit A, as further described in Article IV of this Agreement and in accordance with all the terms, covenants, and conditions of this Agreement.

The Owner shall construct Tolsona Lake Road in the location shown on the preliminary plat of Bunsek Estates. The Owner estimates the cost of the improvements to be \$14,400.00.

**ARTICLE I**  
**I. GENERAL PROVISIONS**

1.01 Application of Article

Unless this Agreement expressly provides otherwise, all provisions of this article apply to every part of the agreement.

1.02 Permits, Laws, and Taxes

The Owner shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this Agreement. All actions taken by the

CRISTINA 2005-4

Owner under this Agreement shall comply with all applicable statutes ordinances, rules, and regulations.

### 1.03 Owner's Responsibility

The Owner shall be solely responsible for the faithful performance of all terms, covenants, and conditions of this Agreement, notwithstanding the Owner's delegation to another of the actual performance of any term, covenant, or condition hereof.

### 1.04 Allocation of Liability

The Owner shall indemnify and hold the State harmless from any claim, action, or demand arising from any act or omission related to this Agreement in whole or in part of the Owner, his agents, employees, or contractors. The liability assumed by the Owner pursuant to the section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements.

### 1.05 Assignments

A. Except insofar as Subsection B of this section specifically permits assignments, any assignments by the Owner of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Owner to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the State to invoke any remedy available to it under Section 1.11.

B. The Owner may assign its interest or delegate its duties under this Agreement:

1. To the extent that Article 9 of the Uniform Commercial Code requires that assignments of contract rights be allowed.
2. To contractors and subcontractors, subject to Section 1.04.
3. As expressly permitted in writing by the State.

### 1.06 Default – State's Remedies

A. The State may declare the Owner in default:

1. If the owner is adjudged as bankrupt, makes general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors, or
2. If the Owner has failed in any material way to perform its obligations under this Agreement, provided the State gives the Owner notice of the

failure to perform and the Owner fails to correct the failure within thirty (30) days of receiving the notice; or if the failure requires more than thirty (30) days to cure, the Owner fails within thirty (30) days of receiving the notice to commence and proceed with diligence to cure the failure.

B. Upon a declaration of default, the State may do any one or more of the following:

1. Terminate the Agreement without liability for any obligation maturing subsequent to the date of termination,
2. Perform any act required of the Owner under this Agreement, including constructing all or any part of the improvements after giving seven (7) days notice in writing to the Owner. The Owner shall be liable to the State for any cost thus incurred. The State may deduct any costs this incurred from any payments then or there after due to the Owner from the State, whether under this Agreement or otherwise.
3. Exercise its rights under any performance or warranty guaranty securing the Owner's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties.

#### 1.07 Non-Waiver

The failure of the State at any time to enforce a provision of the Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the State thereafter to enforce each and every provision hereof.

#### 1.08 Amendment

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

#### 1.09 Jurisdiction – Choice of Law

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of Alaska. The law of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

*CHITINA 20054*

1.10 Severability

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of the Agreement.

1.11 Integration

This instrument and any writings incorporated by reference herein, embody the entire agreement of the parties. This Agreement shall supercede all previous communication, representations, or agreements, whether oral, written, between the parties hereto.

1.12 Definitions

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

A. "Improvements" means all work which the Owner is required to perform by this Agreement,

B. "Acceptance" by the State means a determination that Tolsona Lake Road has been constructed to the standard specified in 11 AAC 51.065(k), which is as follows:

The department will approve the realignment if the realignment provides access reasonably comparable to the original, does not affect land in other ownership, and connects to the original route where it enters and exits the landowner's land. In particular, the parties acknowledge that the chip-sealed surface on the existing route has failed and that the realigned portion of the road must be gravel graded smooth, but need not be chip-sealed.

**ARTICLE II**

**IMPROVEMENT CONTRUCTION STANDARDS AND PROCEDURES**

2.01 Recording of the Final Plat

The final plat for the subdivision shall not be recorded until the Owner has submitted, and the State has approved, the performance guarantee required by Section 2.02.

2.02 Performance Guarantee

A. The Owner shall guarantee, for the sole benefit of the State, that the Owner will perform all of its obligations under this Agreement. The guarantee shall be in one of the forms specified by Section 2.03, 2.04, and 2.05. During the



*CHITINA 2005+*

term of this Agreement, the Owner may, with the written consent of the State, substitute for a performance guarantee submitted under this section another guarantee in the required amount and in one of the forms specified by Sections 2.03, 2.04, and 2.05.

B. Amount of Guarantee

1. The guarantee shall be in an amount equal to the estimated cost of all improvements, which shall be computed as follows. The State and the Owner agree the amount shall be \$14,400.
2. If the State finds that increases in construction costs between the time the State approves the estimated improvement cost under paragraph 1 of this subsection and the time the improvements are completed, have rendered the approved estimated improvement costs unreasonably low, the State may require the Owner to increase the performance guarantee to an amount equal to an approved estimated cost of all improvements based upon current construction costs.

C. If the Owner is not in default under this Agreement, the State may allow a reduction in the amount of the performance guarantee, or the amount secured thereby, not exceeding the difference between the estimated cost of all improvements and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guarantee, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guarantee required by Section 3.05.

D. As soon as one of the following occurs, the State shall release any performance guarantee which has not been used or encumbered under Section 1.07

1. The final acceptance of all improvements
2. The expiration of a period of one year from the date of a declaration of default under Section 1.07.

2.03 Performance Bond

The Owner may provide a performance bond from a company qualified by law to act as a surety in the State of Alaska. The bond shall be in a form approved by the State. The bond shall name the State as sole obligee and the Owner as the principal.

*@NITINA 2005-4*

2.04 Escrow

The Owner may deposit cash in an escrow with a bank or financial institution qualified by law to do business in the State of Alaska. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the State.

2.05 Letter Of Credit

The Owner may cause a bank or financial institution qualified by law to do business with the State Of Alaska to issue an irrevocable letter of credit to the State as beneficiary. The letter of credit shall be in a form approved by the state.

2.06 Monitoring

- A. The State may monitor the progress of the work and the Owner's compliance with this agreement, and perform any inspection or test which it deems necessary to determine whether the work conforms to this agreement.
- B. Any monitoring, tests, or inspections that the State orders or performs pursuant to this section, are solely for the benefit of the State. The State does not undertake to test or inspect the work for the benefit of the Owner or any other person.

2.07 Access

The State shall have access to all parts of the subdivision necessary or convenient for monitoring the Owner's performance, inspecting, surveying, testing, or performing any other work.

2.08 Maintenance

- A. Until the State accepts the improvements, the Owner shall maintain all existing roads within the subdivision that are necessary for access to property not owned by the Owner. For the purposes of this subsection, existing roads are roads that physically exist, as distinguished from mere rights of way dedicated for road purposes. The maintenance required by this subsection includes cleaning, snow removal, and similar activities, but does not include repair, replacement, or reconstruction.
- B. The Owner shall repair or pay the cost of repairing damage to any improvement that occurs prior to the State's acceptance of the improvements, except for damage caused solely by the State, its agents, employees, or contractors. The Owner shall give reasonable notice to the State before undertaking the repair of the damaged improvement.

2.09 Operation of Improvements Prior to Acceptance

- A. Before the State accepts the improvements, the State may enter upon, inspect, control, and operate any improvement if the State determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in Subsection A of this section shall not constitute the acceptance of any improvement by the State, nor shall the action affect in any way the Owner's warranty under this Agreement.

#### 2.10 Time

All improvements required by this Agreement shall be completed within two (2) years of the date of execution hereof.

### ARTICLE III

#### ACCEPTANCE OF IMPROVEMENTS

##### 3.01 Prerequisites to Acceptance

The State shall not accept the improvements until all the requirements of Sections 3.02 and 3.03 have been met.

##### 3.02 Monuments and As-Built Drawings

- A. Upon completing the improvements, the Owner shall replace any disturbed or removed lot corners and primary monuments.
- B. Prior to the final inspection and certification under Section 3.03E, the Owner shall provide the State with a statement certified by a professional surveyor registered under the laws of the State of Alaska to that the road as actually constructed is located within the platted right of way.

##### 3.03 Inspection

- A. Upon receiving notice that the Owner has completed the improvements, the State shall notify the Owner and schedule inspections of the improvements. The State may inspect all improvements, and any other work in dedicated easements or rights of way.
- B. The State shall inform the Owner in writing of any deficiencies in the work found in the course of inspection.
- C. The Owner shall, at its own expense, correct all deficiencies found by inspections under subsections A or B of this section. Upon receiving notice that the deficiencies have been corrected, the State shall reinspect the improvements.

*CRITINA 2005-4*

- D. The State may continue to reinspect an improvement until the Owner has corrected all deficiencies in the improvement.
- E. After the final inspection has revealed that all improvements and other work in the dedicated easements and rights of way meet the State standard and the Owner has furnished the certified statement required by Section 3.02B, the State shall notify the Owner that all improvements have been accepted.

**ARTICLE IV**  
**IMPROVEMENT REQUIREMENTS**

4.01 Improvements Required

The Owner, or the Owner's representative, shall design, construct, and install the improvements specified in this article. The Owner shall bear the cost of all the improvements.

4.02 Construction of Tolsona Lake Road In The Location Shown On The Preliminary Plat of Bunsek Estates.

The realignment shall be constructed to a standard that is reasonably comparable to the original road as provided in 11 AAC 51.065 (k). In particular, the parties acknowledge that the chip-sealed surface on the existing route has failed and that the realigned portion of the road must be gravel graded smooth, but need not be chip-sealed.

CHITINA 2005-4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner

State of Alaska

Kirk Wilson  
Kirk Wilson

Richard B. Thompson  
Richard B. Thompson  
Regional Manager  
Southcentral Region, DNR

Julie Wilson  
Julie Wilson

STATE OF ALASKA )  
 )ss.  
Third Judicial District )

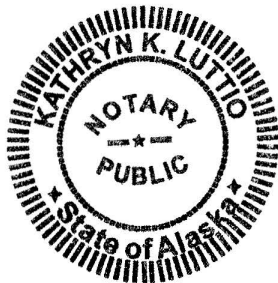
This is to certify that on May 2nd, 2005, before me appeared Kirk Wilson and Julie Wilson, known by me to be the persons named in and who executed this Subdivision Agreement and acknowledged voluntarily signing it as Owner.



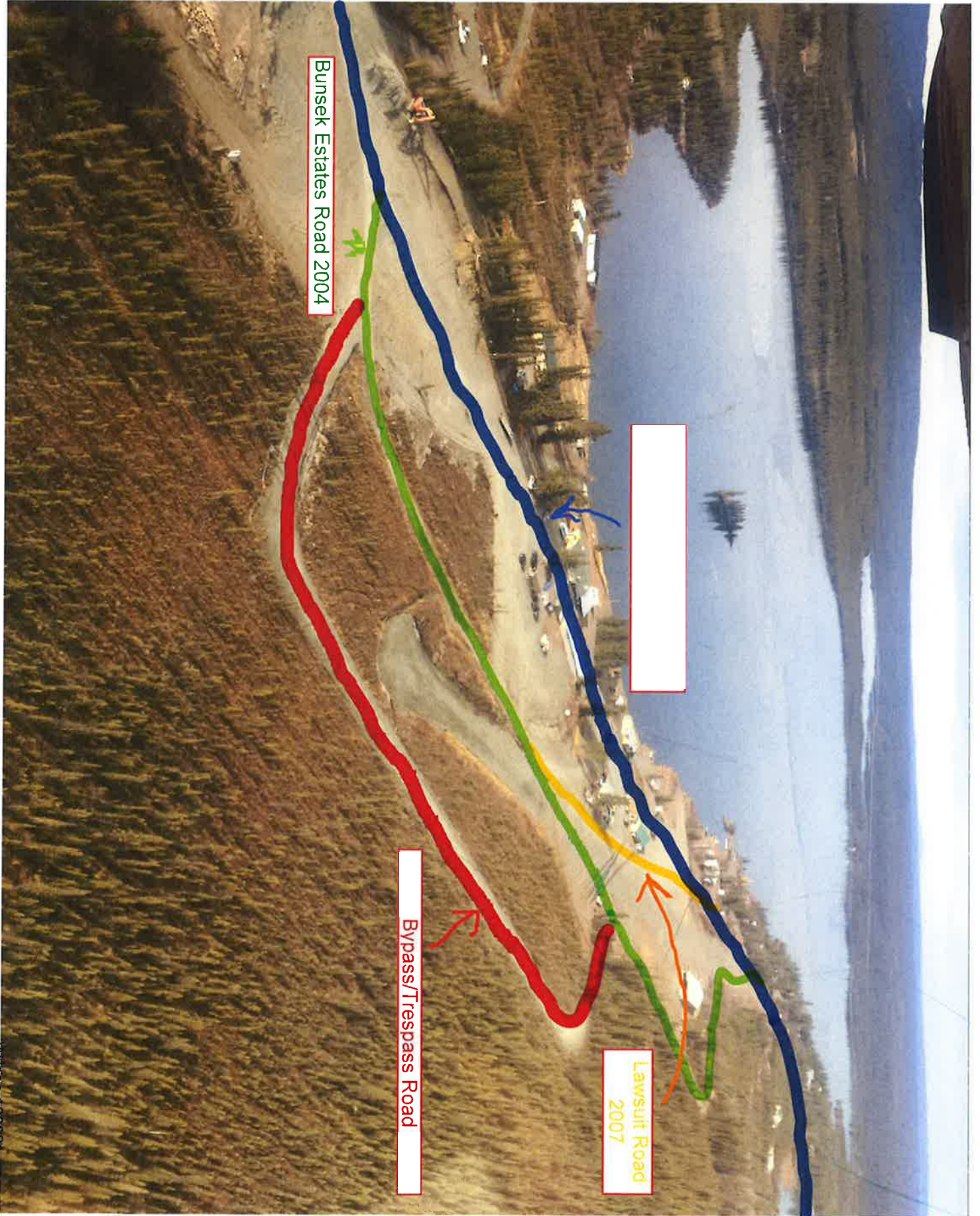
Kathryn K. Luttio  
Notary Public in and for the State of Alaska  
My commission expires: 11/02/2008  
Kathryn K. Luttio Notary Public  
State of Alaska  
My Commission Expires November 2, 2008

STATE OF ALASKA )  
 )ss.  
Third Judicial District )

This is to certify that on May 2nd, 2005, before me appeared Richard B. Thompson, known by me to be the Regional Manager of the Southcentral Regional Office, Division of Mining, Land and Water, Department of Natural Resources, and who executed this Subdivision Agreement voluntarily signing it on behalf of the State of Alaska.



Kathryn K. Luttio  
Notary Public in and for the State of Alaska  
My commission expires: 11/02/2008  
Kathryn K. Luttio Notary Public  
State of Alaska  
My Commission Expires November 2, 2008



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