

Case Designation:

U  
USES, South Tongass  
City of Ketchikan  
Road Right of Way  
8/21/56  
Free



## SPECIAL USE PERMIT

South Tongass National Forest.

Permission is hereby granted to City of Ketchikan  
of Ketchikan, Alaska

hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements: An area within the FPC license #420 project area involving the pipeline and tramway right of way extending from the South Tongass Forest boundary to the south boundary of U. S. Survey 1262 and another area 800' long by 100' wide running from the pipeline-tramway right of way to Granite Basin Creek.

A main access road from the South Tongass Forest boundary to Ketchikan Lakes dam and located along the pipeline and tramway; a spur access road from the main road and leading into Granite Basin Creek. Cost will approximate \$25,000.00.

This permit covers \_\_\_\_\_ acres and/or \_\_\_\_\_ miles for the purpose of:

Road rights of way to afford access to KPU Ketchikan Lakes dam and Granite Basin Creek by the City of Ketchikan.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this permit. FREE UNDER REGULATION U-11.

1. ~~In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest Service, \_\_\_\_\_, a check, draft, or money order made payable to the Treasurer of the United States in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the period from \_\_\_\_\_, 19\_\_\_\_, to \_\_\_\_\_, 19\_\_\_\_, and thereafter annually on \_\_\_\_\_, \_\_\_\_\_ dollars (\$ \_\_\_\_\_). The charges for this use may be readjusted from time to time to place this permit on a basis consistent with the charge to other permittees for like privileges.~~



2. Construction or occupancy and use under this permit shall begin within 2 months, and construction, if any, shall be completed within 8 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

3. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Merchantable timber cut must be paid for by the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the forest supervisor, issuance of a permit is desirable and in the public interest.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses will control.

17. This permit is subject to the conditions set forth above and to conditions \_\_\_\_\_  
to \_\_\_\_\_ attached hereto and made a part of this permit.

Date August 27, 1956

Walter S. Peterson  
(Signature of issuing officer)

ACTING FOREST SUPERVISOR

(Title)

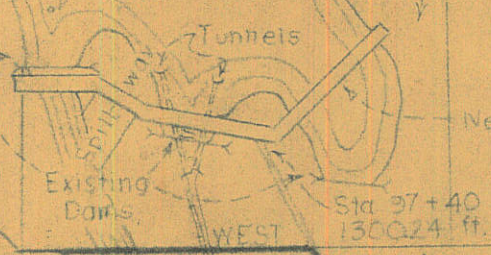


KETCHIKAN LAKE

KFPC PROJECT #420

BOUNDARY

U. S. Survey No. 1262  
(S.A.H.) (owned by  
applicant)

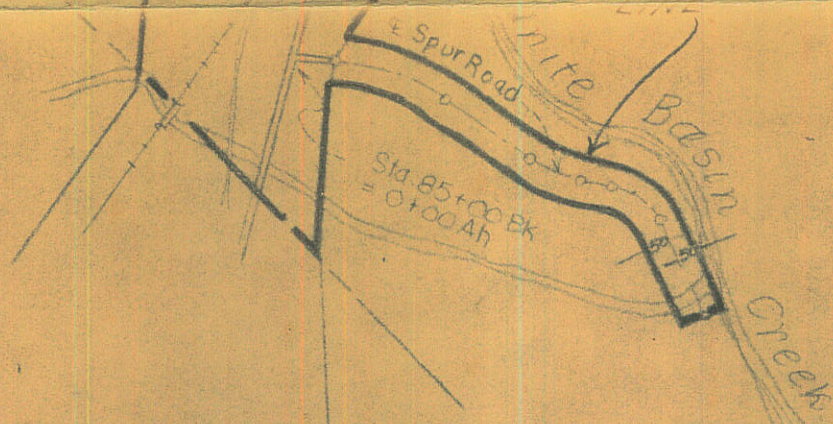


FOREST  
SITE

8019 ft  
S 24° 06' W

AREA APPLIED FOR  
FOR ROAD RIGHTS OF  
WAY WITHIN HEAVY

U.S.L.M. No. 4





U

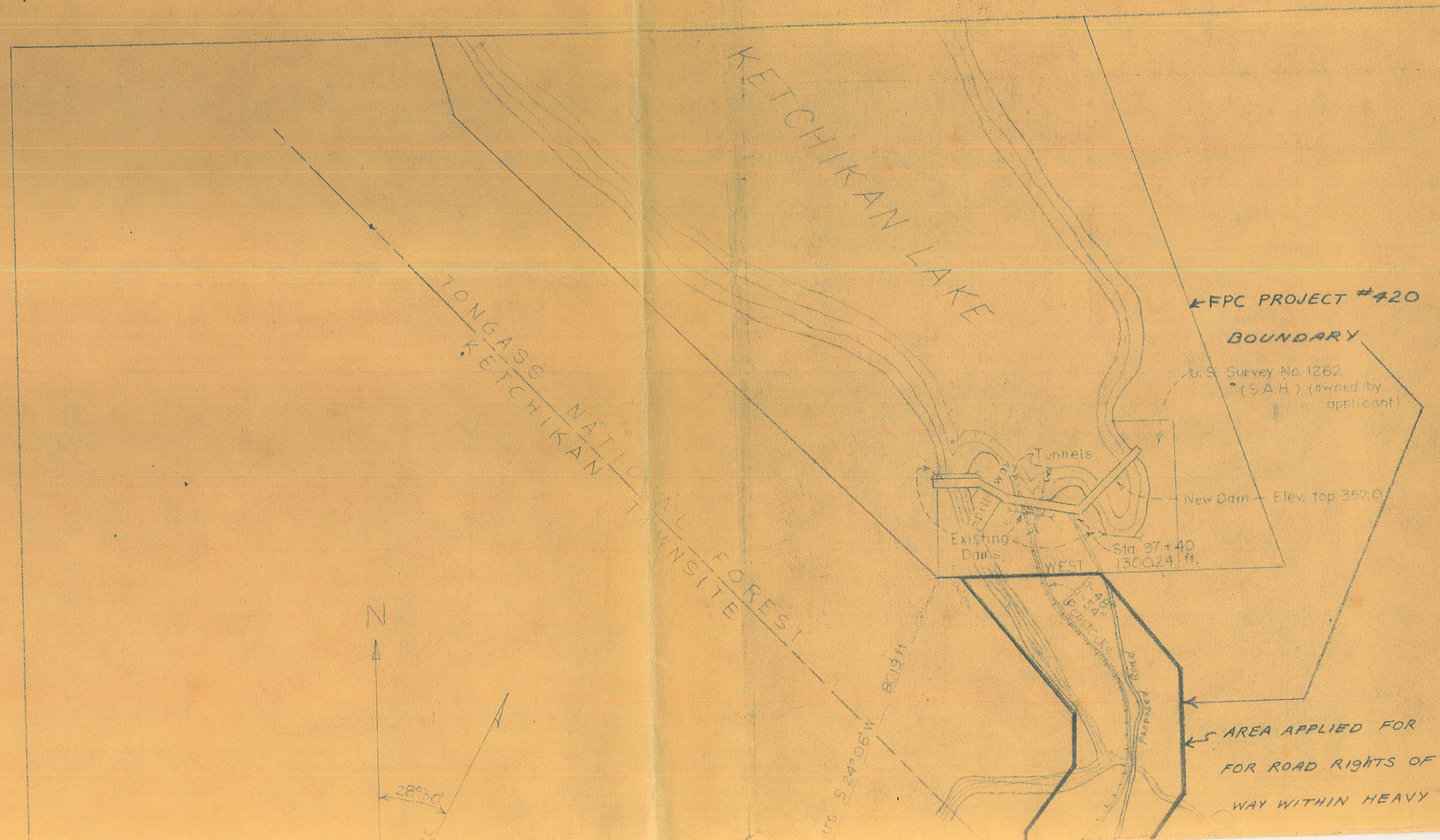
USES, South Tongass

Ketchikan, City of

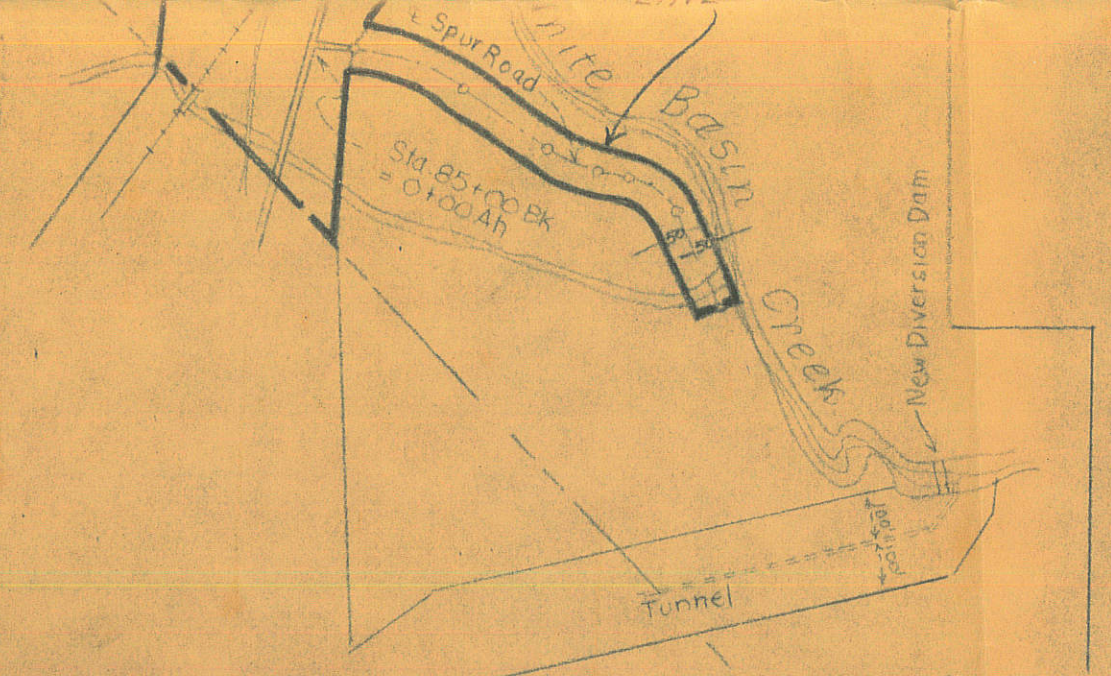
Ketchikan Lakes & Granite Basin

Creek Road Right of Way

8-21-56







SCALE: 1" = 400'  
H.E.H. 8-21-56

### SPUR ROAD

A	B	450' Radius Curve Rt.	250.0'
B	C	S 4° 45' E	220.0'
C	D	250' Radius Curve Lt.	125.0'
D	E	S 78° 20' E	650.0'
E	F	130' Radius Curve Rt.	140.0'
F	G	S 23° 05' E	220.0'