



United States
Department of
Agriculture

Forest
Service

Alaska Region

Ketchikan Ranger District
Misty Fiords National Monument
3031 Tongass Avenue
Ketchikan, Alaska 99901
(907) 225-2148, fax (907) 225-8738
TTY (907) 225-0414

File Code: 2720

Date: February 23, 1998

Ron Settje
Ketchikan Public Utilities
2930 Tongass Ave.
Ketchikan, AK 99901

Dear Mr. Settje:

I am writing in regards to your Granite Basin Road Special Use Permit. The permit was issued in February 1964 for a 0.38 mile road from Ketchikan Lakes Road to the diversion dam at Granite Creek. A review of the file revealed the following:

- The justification for a fee waiver is no longer valid. A 1971 internal memo questioned the fee waiver since the City was already discouraging public use of the area. Installation of the new fence and second gate in 1993 eliminated all public use. The annual fee will be approximately \$1,196, beginning with the current year (4.6 acres @ \$260/acre).
- We never received a key for the aforementioned gate. It will be kept with the Special Use file and used for the purpose of permit administration. Please send us one at your convenience.
- We would like to terminate the existing permit file and issue a new easement for the same use. A sample road easement is attached for your review. The terms and conditions are similar to your current permit; the advantage of an easement is that it grants partial-land interest to the lessee. The annual fee would be the same as a permit. KPU would be required to record the easement, and could transfer it to another party in the future.

Copies of the existing permit/file are available upon request. Please contact Melanie B. Fullman, Special Uses Coordinator, with any questions (*phone: 228-4128 or email: mfullman/r10_ketchikan@fs.fed.us*). We look forward to hearing from you in this matter.

Sincerely,


JIMMY J. DEHERRERA
District/Monument Ranger

attachments



Caring for the Land and Serving People



US DEPARTMENT OF AGRICULTURE
Forest Service

**Amendment
for
Special Use Permit**

Authority: Organic Act

Holder	Issue Date	Expir. Date
4014-02	2/10/64	none
Type Site	Authority	Auth. Type
751	2	22
Region/Forest/District		ST/County
10 / 05 / 02&05		02/000
Cong. Dist.	Latitude	Longitude
00		

AMENDMENT # 4014-02-01

This Amendment is attached to and made a part of the Granite Basin Road Special Use permit, issued to Ketchikan Public Utilities on 2/10/64, which is hereby amended as follows:

ADD:

Temporarily (1 year or less) store 8000 cubic yards of rock and dirt in borrow pit; material will be used for road improvements.

No other changes, corrections, or deletions.

This Amendment is accepted subject to the conditions set forth herein, and to conditions attached hereto and made a part of this Amendment.

By: John A. Magyer, KPU General Manager Date: 11-3-98
Ketchikan Public Utilities

By: _____ Date: _____
JIMMY J. DEHERRERA, District/Monument Ranger

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the term

Assurance of Compliance With The Department of Agriculture
Regulation Under Title VI of The Civil Rights Act of 1964

City of Ketchikan, Alaska

(Name of Applicant or Recipient)

(hereinafter called the "Applicant")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulations of the U.S. Department of Agriculture (7 CFR Part 15) issued pursuant to that Act; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance extended after the date hereof to the Applicant by the Forest Service, U.S. Department of Agriculture on account of permits issued under Secretary's Regulation U-11 (36 CFR 251.2) and designated

2750 - Easement

Culvert - 5/2/58 Project FAP-0451(2)

Culvert - 4/19/60 Project FAP-095-1(2)

2730 - R-Q-W

Road - 8/10/64 - Granite Basin

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States in addition to any other rights and remedies provided by this assurance, the Civil Rights Act of 1964, or the Regulations issued thereunder, shall have the right to enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

This assurance is binding on the Applicant, its successors, transferees, and assigns, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Date

City of Ketchikan
(Applicant)

By

City Manager

Box 1110, Ketchikan, Alaska

(Applicant's mailing address)

(Seal)

1964-10-16

United States Department of Agriculture
Forest Service

NAME OF PERMITTEE

KETCHIKAN, City of

DATE OF PERMIT

FEB 10 1964

SPECIAL USE PERMIT

Act of June 4, 1897, or February 15, 1901
This permit is revocable and nontransferable

REGION
10

STATE

Alaska

FOREST

South Tongass

RANGER DISTRICT

Ketchikan

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:

A strip of land 100 feet wide by 2,014 feet long, involving the spur road from FPC license #420 boundary, up Granite Basin Creek to the diversion dam, as shown on the map attached hereto and made a part of this permit.

This permit covers 4.6 acres and ~~or~~ .38 miles and is issued for the purpose of:

Road right-of-way for a spur road leading from the boundary of the FPC license area to the diversion dam.

The exercise of any of the privileges granted hereby constitutes acceptance of all the conditions of this permit. RIGHT-OF-WAY PERMIT ISSUED FREE UNDER REGULATION U-11A.

~~-----1. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of ----- Dollars (\$-----) for the period from -----19-----, to -----, 19-----, and thereafter--~~
~~annually on ----- Dollars (\$-----);~~
~~Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.~~

~~2. Construction or occupancy and use under this permit shall be within (completed) months, and construction, if any, shall be completed within --- complete --- 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; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout 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. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to 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 other than those owned by the United States 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 issuing officer or his successor, 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 be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but 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 provisions thereof, the preceding printed clauses will control.

17. This permit is accepted subject to the conditions set forth above and to conditions 18 to 22 attached hereto and made a part of this permit.

DATE <u>2/10/64</u>	SIGNATURE OF ISSUING OFFICER <u>B. W. Van Rist</u>	TITLE <u>Forest Supervisor</u>
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18. The permittee agrees to take all reasonable precautions to avoid damage to the property and resources of the United States, and diligently to undertake suppression action in the event of fire resulting from the exercise of the privilege granted herein.

Should maintenance work under this permit adversely interfere with Forest Service fire suppression work, the permittee will aid the Forest Service in a practical manner to restore normal fire protection services to the areas for which the Forest Service is responsible.

19. This permit authorizes only such use and occupancy of National Forest land as is essential for purposes directly connected with the maintenance and use of the road. It does not authorize uses such as borrow pits, stockpiles, quarries, or any other similar use except with written approval of the Forest Supervisor.

20. The permittee shall take all practicable precaution to minimize damage to the soil and to prevent the creation of conditions conducive to soil erosion. These precautions may include but shall not necessarily be limited to bank sloping, benching, wattling, sod planting, seeding, fertilizing, and mulching as practicable and necessary.

21. The Forest Service will authorize no use or occupancy of the area covered by this permit for other purposes unless concurred in by the permittee, except that in the event agreement cannot be reached regarding such other use or occupancy, as is essential to the proper use and management of National Forests, the matter shall be submitted to the Secretary of Agriculture for decision.

22. Nondiscrimination in employment. See attached sheet.

NONDISCRIMINATION IN EMPLOYMENT

22. In connection with the performance of work under this permit, the permittee agrees as follows:

(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency setting forth the provisions of this nondiscrimination clause.

(2) The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Forest Service, advising the said labor union or workers' representative of the purchaser's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The permittee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the Forest Service and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Permittees non-compliance with the non-discrimination clauses of this permit or with any of the said rules, regulations, or orders, this permit may be cancelled in whole or in part and the permittee may be declared ineligible for further government permits in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The permittee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the Forest Service may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Forest Service, the permittee may request the United States to enter into such litigation to protect the interests of the United States.

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SOUTH TONGASS NATIONAL FOREST
Ketchikan, Alaska

IN REPLY REFER TO
2730

February 7, 1964

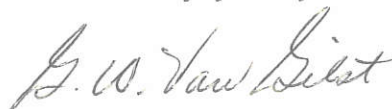
City of Ketchikan
Box 1110
Ketchikan, Alaska

Gentlemen:

Enclosed is a revised special-use permit for a road right-of-way up Granite Basin Creek to your diversion dam. You will note that this permit covers only that portion of the road that is outside FPC license #420 boundary. No special permit is needed within the FPC license area.

Please feel free to ask questions if this permit or any of its provisions are not clear.

Sincerely yours,



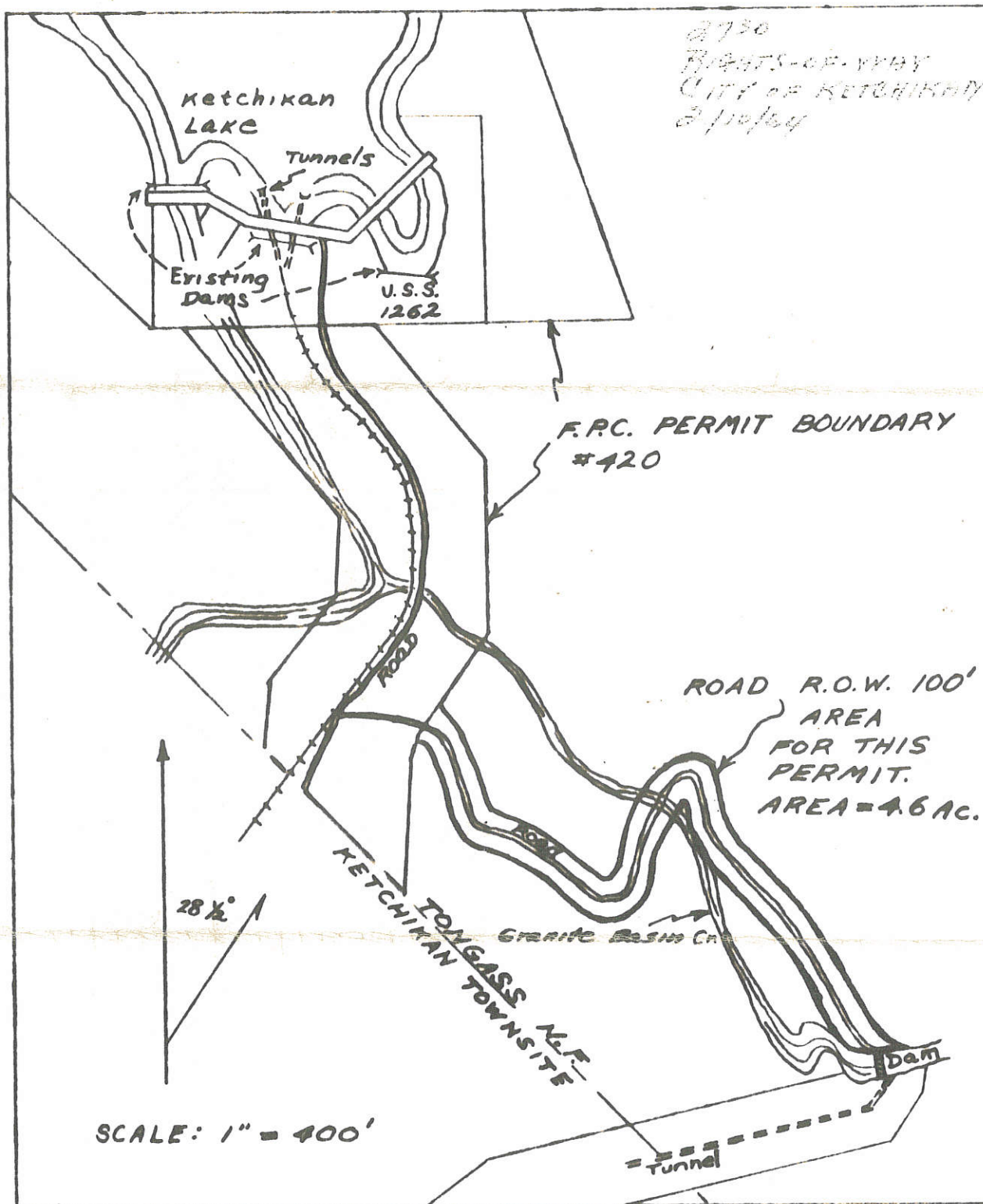
G. W. VAN GILST
Forest Supervisor

Enclosure

*Please Return
to City Clerk
for filing*
*File under F.P.C. license
420.*



2730 RIGHTS OF WAY
CITY OF KETCHIKAN 2/21/59
ROAD



COURSES AND DISTANCES

<u>STATION</u>	<u>DISTANCE</u>	<u>BEARING</u>
Beginning at dam		
0 + 00	0.87 Chains	N 48° 30' W
0 + 87	4.50 " "	N 29° 00' W
5 + 37	6.00 " "	N 40° 00' W
11 + 37	0.75 " "	N 3° 00' W
12 + 12	1.50 " "	N 15° 30' W
13 + 62	0.62 " "	S 81° 30' W
14 + 24	1.50 " "	S 40° 30' W
15 + 74	1.75 " "	S 22° 30' W
17 + 49	0.75 " "	S 9° 00' W
18 + 24	1.50 " "	S 22° 00' W
19 + 74	1.00 " "	S 81° 00' W
20 + 74	4.60 " "	N 52° 00' W
24 + 34	1.50 " "	N 71° 30' W
25 + 84	2.30 " "	N 16° 30' W
28 + 14	1.50 " "	N 22° 00' W
29 + 64	0.88 " "	N 62° 30' W
30 + 52	F.P.C. Boundary #420 (Approximate)	