RESOLUTION NO. 2024-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF TUSAYAN ARIZONA. APPROVING FOREST SERVICE SPECIAL USE PERMIT FS-2700-4B (09/2020)

RECITALS: The Town of Tusayan Mayor and Council have previously adopted the Tusayan Trails Master Plan

WHEREAS, developing a successful trails program will further promote the previously stated strategic priorities of a healthy, safe and prepared community

WHEREAS, developing a successful trails program will provide recreational opportunities for local community members and promote tourism.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE Town of Tusayan Mayor and Council as follows:

Section 1. That the Town through the Mayor and Council hereby approves Forest Permit, FS-2700-4b (09/2020) hereby attached and referred to as **Exhibit A.**

Section 2. Council Designees and Staff are hereby authorized to and directed to cause execution of said permit and take all steps and execute all documents and steps necessary to effectuate the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Town of Tusayan, Arizona Mayor and Council, this 11th day of JUNE, 2024.

ATTEST to:

Clarinda Vail, Mayor

Tina M. Abriani, Town Clerk

Reviewed by:

Charlie Hendrix, Town Manager

Approved as to form:

/s/ Aaron D. Arnson

Aaron Arnson, Town Attorney

Auth ID: TUS166
Contact Name: TOWN OF TUSAYAN
Expiration Date: 12/31/2043
Use Code: 753

FS-2700-4b (09/2020)
OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

FOREST ROAD SPECIAL USE PERMIT
AUTHORITY:
Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772

TOWN OF TUSAYAN of 845 MUSTANG DRIVE PO BOX 709, GRAND CANYON, AZ 86023 (the holder) is authorized to use the following described forest trail (forest road) in the National Forest to access private property for commercial or noncommercial purposes, subject to the terms of this special use permit (permit).

The forest trail is located on National Forest System lands in the County of Coconino, State of Arizona, is 1 to 4 feet wide and 62,304 feet long, and covers approximately 2.76 acres in the Sec. 19, T. 30 N., R. 3 E., GILA AND SALT RIVER MERIDIAN, Sec. 24, T. 30 N., R. 2 E., GILA AND SALT RIVER MERIDIAN, Sec. 30, T. 30 N., R. 3 E., GILA AND SALT RIVER MERIDIAN, Sec. 25, T. 30 N., R. 2 E., GILA AND SALT RIVER MERIDIAN, of the Tusayan District of the Kaibab National Forest , ("the permit area"), for the purpose of: To build and maintain a trail system comprised of existing and as yet unbuilt trails including 5 new trail segments and 2 new trailheads. The trail system on private and Forest land will be approximately 11.8 miles in length and will vary in width from14 to 18 inches wide to 48 inches in width., as shown on the map attached as an appendix. This and any other appendices are hereby incorporated into this permit.

Forest Road is synonymous with Forest Trail in this permit.

I. GENERAL TERMS

A. **AUTHORITY**. This permit is issued pursuant to Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761-1772, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. **AUTHORIZED OFFICER**. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. **TERM**. This permit shall expire at midnight on **12/31/2043**. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

D. **CONTINUATION OF USE AND OCCUPANCY**. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit are consistent with the standards and guidelines in the

applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right to:

1. Use or cross upon, over, or under the forest road and authorize others to use or cross upon, over, or under the forest road in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved;

2. Access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation, including ensuring compliance with the terms of this permit; and

3. Relocate the forest road to the extent necessary to accommodate the management needs of the National Forest System. The centerline of this permit shall shift to follow the centerline of the relocated forest road and shall be accepted as the new centerline of this permit.

Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to the private property accessed by the forest road is planned.

2. Transfer of Title. Any transfer of title to the private property accessed by the forest road shall

result in termination of this permit. The party who acquires title to the private property must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the private property accessed by the forest road. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS.

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the forest trailheads, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS.

A. OPERATING PLAN. The holder shall prepare by one year from permit issuance an operating plan and shall revise it as needed to address changes in operations. The operating plan and any revisions to the operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover such items as snow removal, road maintenance, commercial hauling, dust abatement, a traffic control plan, and the names of the holder's employees, contractors, and subcontractors who will use the forest road on behalf of the holder under this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations under this permit and shall be attached to this permit as an appendix.

B. USE OF THE FOREST ROAD. The holder shall have the right to use the forest trail for all purposes deemed necessary or desirable by the holder in connection with the protection, administration, management, and utilization of the holder's lands and other property.

C. TRAFFIC CONTROL RULES AND OTHER REQUIREMENTS FOR RESIDENTIAL ACCESS. The rights granted by this permit do not include the right to use the forest trail for access to developments for short- or long-term residential purposes, unless and until the authorized officer and the holder agree upon traffic control rules and other provisions to accommodate that use of the forest road.

D. HOLDER'S RESPONSIBILITY FOR ROAD MAINTENANCE. The holder shall pay the Forest Service for the holder's share of maintenance costs for the forest trails or perform the holder's share of maintenance of the forest trails proportionate to the holder's total use of the forest trails, as

determined by the Forest Service. Any road or trail maintenance performed by the holder shall be authorized by and shall be conducted in accordance with a maintenance plan approved in writing by the authorized officer. Maintenance, construction, or reconstruction of the forest trails to accommodate the holder's needs must have prior written approval from the authorized officer and shall be performed at the holder's expense.

E. INVESTMENT SHARING FOR COMMERCIAL USE. The holder's use of the forest trails for hauling non-federal forest products from land tributary to the forest trails and other commercial use of the forest trails are subject to investment sharing under 16 U.S.C. 535. The holder shall not haul non-federal forest products or conduct any other commercial uses on the forest trails until the holder pays or makes arrangements acceptable to the Forest Service to pay the holder's share of the trails construction or reconstruction costs.

F. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The holder shall conduct any maintenance of the forest trails so as to avoid damaging adjacent National Forest System lands.

G. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

H. PESTICIDE USE

1. Authorized Officer Concurrence. Pesticides may not be used in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was

submitted.

3. Safety Plan. Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. Reporting. By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

I. **MONITORING BY THE FOREST SERVICE**. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

IV. RIGHTS AND LIABILITIES.

A. **VALID EXISTING RIGHTS**. This permit is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The Forest Service is not liable to the holder for the exercise of any such right.

B. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS**. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

C. **NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES**. This permit authorizes the use and occupancy of lands or easements of the United States for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this permit; water; fire protection services; search and rescue services; or any other services by a government agency, utility,

association, or individual.

D. RISK OF LOSS. The holder assumes all risk of loss to the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate as to those portions of the permit area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the holder against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response. Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean

(a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, contractors, or lessees and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the permit area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assignees, agents, employees, or contractors in connection with the use and occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEE. The holder's land use fee has been waived pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.12, Chapter 40. The authorized officer reserves the right to review

the land use fee waiver determination periodically and to charge all or part of the land use fee if the waiver is no longer appropriate.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION

1. The authorized officer may revoke or suspend this permit in whole or in part:

(a) For noncompliance with federal, state, or local law;

(b) For noncompliance with the terms of this permit;

(c) For abandonment or other failure of the holder to exercise the privileges granted; or

(d) At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

2. The authorized officer may revoke this permit in its entirety at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

3. Prior to revocation or suspension, other than at the request of the holder under clause VI.A.2 or immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service. This permit shall terminate:

1. Upon expiration;

2. Prior to expiration, at such time when the authorized officer, in consultation with the holder, determines that the forest road is no longer needed for access to the holder's lands;

3. If the holder fails to pay land use fees, interest, or any other charges within 90 calendar days of the due date; the holder shall remain responsible for the delinquent charges; or

4. If a subsequent easement is granted by the United States to a public road authority for operation of the forest road as a public highway.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation of this permit or termination of this permit without issuance of a new permit, the authorized officer, after consultation with other affected agencies, has the discretion to require the holder to sell or remove all structures and improvements in the permit area, except those owned by the United States, within a reasonable period prescribed by the authorized officer and to restore the permit area to the satisfaction of the authorized officer. If the holder fails to sell or remove all structures or improvements in the permit area within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the permit area.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before or as a result of termination or revocation of this permit have been satisfied.

VII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The authorized officer and the holder shall keep each other informed of current mailing addresses, including those necessary for payment of land use fees.

C. SUPERSEDED AUTHORIZATION. This permit supersedes an authorization designated N/A or authorization N/A, dated N/A.

D. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. **Cultural Resources Protection**. The holder, contractor, or lessee shall be responsible for the protection from damage of all identified cultural resources within the area which may be affected by their actions. In addition, the holder, contractor, or lessee shall be liable for all damage or injury to the identified cultural resources caused by their actions. The holder, contractor, or lessee shall immediately notify the agency Project Administrator if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until approval to proceed has been granted by the Project Administrator after consultation with the Forest Archeologist. All provisions of the Region 3 Cultural Resources Damage Assessment Handbook are incorporated by reference herein.

F. **Native American Grave Protection and Repatriation Act**. Pursuant to the Native American Grave Protection and Repatriation Act (NAGPRA) 25 USC 3002(d); 43 CFR Part 10.4, if any human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during the course of ground disturbing activity, the holder will immediately cease activity in the area of the discovery and will make a reasonable effort to protect the remains and objects. The holder will provide immediate telephone notification of the discovery to the Forest Service, and will follow up with written confirmation to the authorized officer. The holder will not resume the activity that resulted in the discovery until the authorized officer gives written approval. Approval to resume the activity, if otherwise lawful, will be given thirty (30) days after certification by the authorized officer of the holder's written confirmation of the discovery, or at any time that a written binding agreement is executed between the Forest Service and the affiliated tribes adopting a recovery plan for the remains and objects.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE

Auth ID: TUS166
Contact Name: TOWN OF TUSAYAN
Expiration Date: 12/31/2043
Use Code: 753

FS-2700-4b (09/2020)
OMB No. 0596-0082

PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS PERMIT.

ACCEPTED:

Clarinda T. Vail — Clarinda Vail — 6/25/24

CLARINDA VAIL — SIGNATURE — DATE
Town Mayor
TOWN OF TUSAYAN

APPROVED:

By: Debra Mollet — 7/2/2024

DEBRA MOLLET — SIGNATURE — DATE
District Ranger
Williams RD, Kaibab National Forest
USDA Forest Service

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not 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. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.