

United States Department of the Interior  
National Park Service  
Right-of-Way Permit for  
United States Coast Guard

WHEREAS, the United States of America, acting by and through a duly authorized official of the United States Coast Guard, (hereinafter Permittee) has applied to the United States of America, (hereinafter Permitter) for a right-of-way to construct, operate, and maintain a communications site within the boundaries of Glacier Bay National Preserve (hereinafter Preserve), a unit of the National Park System, United States Department of the Interior; and

WHEREAS, the National Park Service (hereinafter Service) administers the Preserve that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. § 410hh-1; and

WHEREAS, the Director of the National Park Service (or his delegate) is required pursuant to 16 U.S.C. 1a-1 to authorize only those uses of land within the Preserve which will not be in derogation of the values and purposes for which the Preserve was established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 16 U.S.C. 5 authorizes the Director of the National Park Service (or his delegate) having jurisdiction over subject land, to issue a permit for rights-of-way over, across and upon the lands and reservations of the United States for communication transmitting, relay, and receiving structures and facilities upon a finding by the Director (or his delegate) that the right-of-way is not incompatible with the public interest; and

WHEREAS, the Service has promulgated regulations at Title 36 Code of Federal Regulations, Part 14, regarding rights-of-way over, across and upon the lands administered by the National Park Service; and

WHEREAS, the Service has been delegated the authority to allow such rights-of-way over, across and upon land under the jurisdiction of the Service pursuant to 245 Departmental Manual 5.1; and

WHEREAS, the Service has determined that the proposed use of the preserve lands for the construction, maintenance, and operation of the subject communications site is neither incompatible with the public interest nor inconsistent with the use of such lands for preserve purposes; and

THEREFORE, the United States, through the Service, an agency of the Department of the Interior, acting pursuant to the authority of 16 U.S.C. 5 issues this permit to the United States Coast Guard, acting by and through a duly authorized official of the United States Coast Guard whose address is USCG Rescue 21 Real Property, 1301 Clay Street, Suite 700N, Oakland, California 94612, for a right-of-way across Federal lands within Glacier Bay National Preserve for the construction, operation, and maintenance of a communications site.

The Permittee agrees to comply with and be bound by the Service regulations, 36 CFR Part 14, regarding rights-of-way over, across, and upon lands administered by the Service, in addition to the terms and conditions set forth in this permit, and the Allowable Uses and Special Stipulations, attached as Exhibit II.

#### MAP AND LEGAL DESCRIPTION OF RIGHT-OF-WAY

The right-of-way shall be approximately 120 feet by 90 feet containing approximately 0.25 acres within unsurveyed Township 33 South, Range 43 East, Copper River Meridian, Alaska, Section 2 North 1/2 containing approximately 0.25 acres, as shown on Exhibit I, which is attached to and incorporated in this permit.

#### AUTHORITY TO ENTER INTO AGREEMENT FOR RIGHT-OF-WAY

The Permittee represents and warrants to the Permittor that:

- (1) All action that may be necessary or incidental to the approval of this permit, and the due execution, delivery, and performance by the Permittee has been taken; and
- (2) All of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this permit.

#### PERMITTED USE OF RIGHT-OF-WAY BY THE PERMITTEE

The right-of-way is for the sole purpose of constructing, operating, and maintaining a communications site across the above described lands, application for which was made in writing to the superintendent, Glacier Bay National Park and Preserve (hereinafter superintendent) on September 30, 2009, by the Permittee. That in utilizing the right-of-way the Permittee agrees to comply with and be bound by laws and regulations regarding the use and occupancy of the lands administered by the Service and by the terms of this permit.

#### DEVIATION FROM APPROVED RIGHT-OF-WAY

The Permittee agrees that it will not deviate from the location of the approved right-of-way in its construction, operation and maintenance of the subject communications site. All ingress and egress for construction, maintenance and operation of the communications site shall be restricted to the right-of-way. In the event that the Permittee determines that ingress and egress over preserve lands not included in the right-of-way are necessary for the construction, maintenance and operation of the subject communications site, then the Permittee must apply, in writing, to the superintendent for approval of such ingress and egress.

#### EFFECTIVE DATE OF THE RIGHT-OF-WAY

The effective date of this permit shall be the date of its execution by the Regional Director (or delegate) and the Permittee. The right-of-way permit shall terminate TEN (10) years from the effective date, at noon, (A time) unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal law or regulation.

#### RENEWAL OF RIGHT-OF-WAY

Unless relinquished, abandoned, or otherwise terminated pursuant to the provisions of the permit or of any applicable Federal law or regulations, the Permittee may make application to the superintendent, at least six months prior to its expiration date, for renewal of the right-of-way.

The Permittee shall file a written application, SF 299, in accordance with the existing Service regulations, to renew the right-of-way. The Permittee shall agree to comply with all the laws and regulations existing at such application date governing the occupancy and use of the lands of the Preserve for the purposes desired. The right-of-way permit may be renewed after full consideration of the application.

#### DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the right-of-way permit by expiration or by cancellation for cause, in the absence of any agreement to the contrary, if all monies due the Permitter have been paid, the Permittee shall be allowed six months, or such additional time as may be provided, in which to remove from the right-of-way all property or improvements of any kind placed by them; and if not removed within the time allowed, all such property and improvements shall become the property of the United States.

#### NONUSE OR ABANDONMENT

It is understood and agreed by the parties that all or any part of the right-of-way may be terminated at the discretion of the Permitter in the event of nonuse or abandonment for a period of two years by the Permittee. In the case of termination, the Permitter will provide the Permittee with written notice including reasons for the termination.

#### FEES FOR USE AND OCCUPANCY

The Permitter and Permittee understand and agree that the consideration for utilization of the lands, pursuant to the right-of-way, where the use is by a Federal governmental agency is waived according to 36 CFR 14.26(c)(1).

#### FEES AND REIMBURSEMENT OF COSTS

Pursuant to 36 CFR 14.22(a)(2), (iii) for Federal government agencies, payment of fees and costs incurred by the Service as a result of this permit are waived.

#### TERMS AND CONDITIONS

The permit is subject to the following terms and conditions:

(1) This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained to the contrary notwithstanding.

(2) This right-of-way permit may be terminated upon breach of any of the stated conditions or at the discretion of the Regional Director of the Service. Permittee will be given written notice and thirty (30) days to allow an opportunity for corrective actions before termination may occur.



The written notice shall describe the specific violations of the permit. If Permittee does not correct the violations to the satisfaction of the Service, or present a reasonable plan acceptable to the Service within the thirty (30) day period, then the NPS shall be entitled to revoke this permit.

(3) The Permittee shall comply with all applicable State and Federal laws and existing regulations promulgated thereunder in the construction, operation and maintenance of the communications site.

(4) The superintendent, Glacier Bay National Park and Preserve, shall be notified in writing no less than two weeks prior to the start of initial construction on preserve lands. If required by the superintendent, an on-site meeting will be conducted prior to start of construction between representatives of the preserve and the Permittee to determine and clarify the scope of the project and any requirements of the Service. All work on preserve lands shall be completed to the satisfaction of the superintendent or his or her representative. Permittee shall contact the Dry Bay Ranger two working days prior to helicopter flights to and from the Dry Bay Mobilization site. The Ranger can be reached by phone (907) 784-3295 or email [James\\_Capra@nps.gov](mailto:James_Capra@nps.gov). The Dry Bay Ranger may also be reached by relay through the Bartlett Cove Visitor Information Station dispatch center at (907) 697-2627.

(5) The Permittee shall have a right of ingress and egress within the right-of-way at all times for the purposes of maintaining and operating the existing communications site and appurtenances.

(6) NOT APPLICABLE ~~If any portion of the (USE) are to be installed underground within the road shoulders of public roads, they shall comply with the specifications of the highway department having jurisdiction. Detailed procedures of installation are also subject to approval in advance of construction by the superintendent or his representative.~~

(7) NOT APPLICABLE ~~If required, the Permittee shall file a performance bond with satisfactory surety payable to the Permittor to fully insure compliance with the permit terms and conditions.~~

(8) Subject to appropriation of funds by congress, the Permittee shall be responsible to pay the Permittor for any damage resulting from this permit which would not reasonably be inherent in the use which the Permittee is authorized to make of the land. The Permittor will give the Permittee written notice of such damage and the Permittee will either take corrective action or pay the indicated amount as agreed upon and approved by the superintendent.

(9) NOT APPLICABLE ~~Use by the Permittee of the land is subject to the right of the park to establish trails, roads, and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads, trails, and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the park to refrain from unduly interfering with or preventing use of the land by the Permittee for the purposes intended under this permit.~~

(10) The Permittee shall take adequate measures as directed and approved by the superintendent to prevent or minimize damage to preserve resources. This may include restoration, soil conservation and protection measures, landscaping, and repairing roads, trails, fences, etc. The

Permittee shall dispose of brush and other refuse as required by the superintendent. The superintendent or his representative may inspect the right-of-way area as deemed necessary.

(11) The Permittee will halt any activities and notify the superintendent upon discovery of threatened or endangered species or archeological, paleontological, or historical findings. All artifacts unearthed remain the property of the Preserve.

(12) NOT APPLICABLE ~~No vegetation may be cut or destroyed without first obtaining approval from the superintendent. Any vegetation that must be removed shall be mitigated as specified by the superintendent.~~

(13) Use of pesticides and/or herbicides on preserve lands is prohibited without prior written approval from the superintendent.

(14) In the event any facilities covered by this permit should interfere with future Preserve construction, the Permittee agrees to terminate the use or relocate them at no cost to the Service within 60 days after written notice.

(15) The Permittee agrees to do everything reasonably within its power, both independently and on request of the superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the right-of-way.

(16) The Permittee agrees that the right-of-way shall be subject to the express condition that the use will not unduly interfere with the management and administration by the Service of the lands. Further, the Permittee agrees and consents to the occupancy and use by the Preserve, its Permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization, for necessary operations incident to such management, administration, or disposal.

(17) Upon expiration, revocation or termination of this permit, the Permittee shall leave the lands subject to the permit in as nearly the original condition as possible, as directed and approved by the superintendent.

(18) The Permittee agrees that in undertaking all activities pursuant to this permit, it will not discriminate against any person because of race, color, religion, sex, or national origin.

(19) No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

(20) No transfer of the permit will be recognized unless and until it is first approved in writing by the Regional Director of the Service. Such a transfer must be filed in accordance with existing regulations at the time of transfer, and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of the right-of-way.

(21) NOT APPLICABLE ~~This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third~~

~~parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.~~

(22) Any alterations to this permit must be in writing and signed by the parties. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

(23) Any underground utilities previously located within this right-of-way which are damaged or disrupted during maintenance shall be repaired or restored by the Permittee within four hours.

(24) The Permittee shall be responsible for the provision and maintenance of proper signs, barricades or other means of warning motorists and pedestrians of danger during all periods of repair and maintenance.

(25) Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

#### COMPLIANCE

Failure of the Permittee to comply with any provision of this right-of-way permit shall constitute grounds for immediate termination of this permit.

#### WAIVER NOT CONTINUING

The waiver of any breach of any provision of this right-of-way permit, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this permit.

IN WITNESS WHEREOF, the Regional Director of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this Permit of Right-of-Way number RW 9783-12-001 to be executed this 14<sup>th</sup> day of August, 2012.



Regional Director, Alaska Region  
National Park Service  
United States Department of the Interior

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

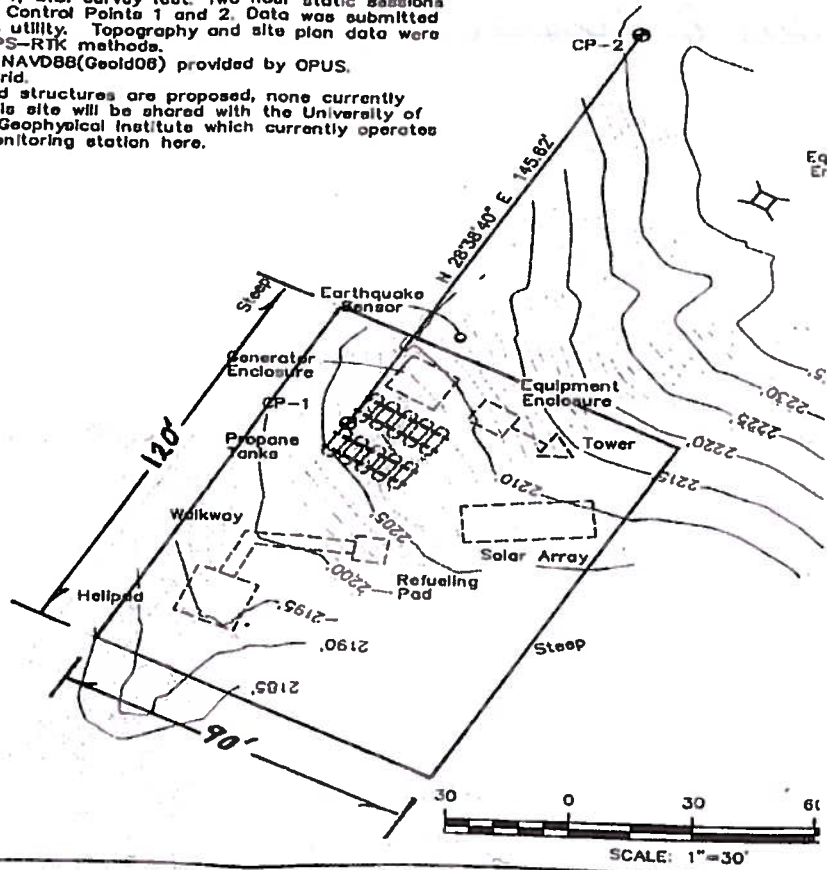


NICK FIORENTINO  
United States Coast Guard  
Real Property Contracting Officer



Right-of-Way Permit No.: RW 9783-12-001  
Exhibit I

1. Data for this survey was obtained by McClintock Land Associates in August 2008 using Topcon dual frequency receivers and a Topcon FC-100 data collector.
2. The survey was conducted in Alaska State Plane coordinates (NAD 1983) Zone 1, U.S. survey feet. Two hour static sessions were observed at Control Points 1 and 2. Data was submitted to the NGS OPUS utility. Topography and site plan data were obtained using GPS-RTK methods.
3. Elevations are NAVD88(Geoid08) provided by OPUS.
4. Bearings are Grid.
5. All Coast Guard structures are proposed, none currently exist. However, this site will be shared with the University of Alaska Fairbanks Geophysical Institute which currently operates an earthquake monitoring station here.





**Right-of-Way Permit No.: RW 9783-12-001**

**Exhibit II**

**Allowable Uses and Special Stipulations**

**Allowable Uses**

**Mobilization site:** Permittee is authorized to use a mobilization area at an existing airstrip in the Dry Bay area during the construction period. Equipment, supplies and construction personnel will be taken from the mobilization area to the communication site by helicopter. The superintendent must approve any changes to the location of the mobilization site. The superintendent may extend the time allowed for use of the mobilization site. Permittee will inform the superintendent, via the Dry Bay Ranger, of the construction schedule and progress.

**Communications site:** Permittee is authorized to install, use, maintain, and remove the following facilities on the right-of-way: one 60 foot self-supporting communication tower with one 8 foot microwave dish, one 8 x 10 foot equipment shelter, one 10 x 16 foot generator shelter with generator, ten 500 gallon or five 1,000 gallon propane tanks, one 384 square foot solar panel array, one wind generator on a 20 foot self-supporting tower, one 10 x 10 foot propane refueling pad, one 20 x 20 foot (maximum size) helicopter pad with a 40 foot long raised walkway to the propane refueling pad, one all necessary electronic equipment capable of receiving and transmitting radio signals within the relevant service area. The superintendent may authorize additional or different facilities to accommodate changes in technology.

**Special Stipulations**

1. **Threatened or endangered species or archeological, paleontological, or historical findings** Permittee will include in construction and maintenance contracts a requirement to halt any activities and notify the superintendent upon discovery of threatened or endangered species or archeological, paleontological, or historical findings. All artifacts unearthed remain the property of the Preserve.
2. **Helicopter landings** After construction has been completed, Permittee will confine helicopter landings to August 1 through May 31. After construction has been completed, Permittee will obtain the superintendent's approval for June and July helicopter landings.
3. **Mountain goats** Mountain goats will be avoided during helicopter flights for either a minimum horizontal distance of one mile or vertical distance of one thousand feet. To minimize potential disturbance to mountain goats helicopters will approach and depart the right-of-way directly from the ocean.
4. **Generators** Generators will have mufflers.
5. **Monitoring** In order to monitor the effects of construction, operation, and maintenance of the communications site, Permittee will provide NPS employees with a seat in the helicopter during flights to the communications site. Flights with NPS employees must use USDI Aviation Management Directorate approved helicopters and pilots. Permittee will notify the superintendent two weeks in advance of scheduled flights. The superintendent will tell Permittee if a NPS employee will be on the flight within four days of the notification. At the

## **Exhibit II**

### **Allowable Uses and Special Stipulations**

superintendent's request, Permittee will provide photographs and reports about environmental conditions on the right-of-way to the superintendent.

6. **Invasive plants** To avoid introduction of invasive plants, Permittee its officers, agents, servants, or employees will inspect clothing, boots, building materials, and equipment to ensure that no plants or seeds are transported to the communications site. Clothing, boots, building material, the helicopter, and equipment will be cleaned as needed to prevent bringing plants, parts of plants, or seeds to the communications site or any other part of Glacier Bay National Park and Preserve. Invasive plants are present at Dry Bay; clothing, boots, building material, helicopter, and equipment that touch the ground at the Dry Bay staging area must be inspected and cleaned if needed. Permittee will assist in the eradication of invasive plants at or near the communications site. The superintendent will determine the eradication method.
7. **Lighting** No permanent outdoor lighting or signal lighting will be installed. Permittee may use temporary lighting during construction and maintenance.
8. **Seismic monitoring station** Permittee may issue a license to the University of Alaska, Fairbanks, Geophysical Institute, Alaska Earthquake Information Center (AEIC). The license will give AEIC power and space in Permittee's equipment enclosure and space for an antenna on Permittee's tower as described in the Permittee's letter dated February 17, 2012, and the Geophysical Institute's letter dated May 15, 2012, or by mutual agreement between Permittee and AEIC. The letters are attached to and made part of this right-of-way permit. If Permittee and AEIC reach mutual agreement concerning the license and Permittee's offer to relocate AEIC's seismic sensor, the agreement will be attached to and made part of this right-of-way permit. Any agreement between Permittee and AEIC is subject to prior approval by the superintendent.
9. **NPS radio repeater** Permittee will provide space in the equipment shelter for the NPS radio repeater will and provide power for the NPS radio repeater. NPS will install NPS owned equipment in the shelter.
10. **As-built** Permittee will provide the superintendent an as-built survey of their communication facility. The survey will include the NPS radio repeater and the AEIC seismic detector.
11. **Prior approval** Permittee will begin on the ground work only after receiving written permission from the superintendent.
12. **Project review** The project will be reviewed by the superintendent, if construction has not been completed within three years of issuance of this permit. After review the Permittee and the superintendent may agree on revisions to the permit.

Dr. Roger Hansen  
State Seismologist  
Alaska Earthquake Information Center  
University of Alaska Fairbanks  
903 Koyukuk Drive  
Fairbanks, Alaska 99775  
907-474-5533

15 May 2012

D.C. Evans, Commanding Officer  
USCG Rescue 21  
United States Coast Guard  
100 Savikko Road  
Douglas, AK 99824-5500

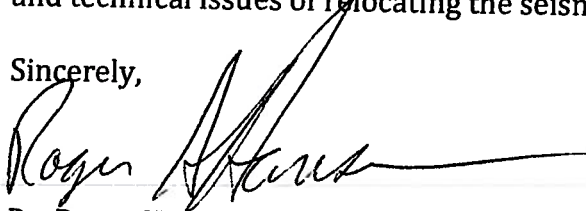
Dear Commander Evans,

In response to your letter dated February 17, 2012, AEIC affirms that Option 3 is an acceptable course of action for accommodating our seismic station at Deception Hills with the following exception:

"The USCG agrees to provide one digital DS0 channel on the USCG's microwave between Deception Hills and the Coast Guard's Yakutat communications facility for UAF GI's use, configured with RLB cards for Ethernet access at both ends. The USCG understands that the average bandwidth required by the GI at the Deception Hills site is 5-20Kbs."

Steve Estes, our Network Engineer, is in contact with Dan Slagle to work out the siting and technical issues of relocating the seismometer.

Sincerely,



Dr. Roger Hansen  
State Seismologist

Copy: LCDR Scott Jinright, Executive Officer, USCG Rescue 21  
National Park Service, Alaska Regional Office, Anchorage  
National Park Service, Glacier Bay National Park and Preserve





U.S. Department of  
Homeland Security

United States  
Coast Guard



Commanding Officer  
USCG Rescue 21  
Project Resident Office Alaska

100 Savikko Road  
Douglas, AK 99824-5500  
Phone: 907-463-2957  
Fax: 907-463-2959  
Email: dennis.c.evans@uscg.mil

11000  
February 17, 2012

Dr. Robert McCoy  
Director, Geophysical Institute  
University of Alaska Fairbanks  
903 Koyukuk Drive  
Fairbanks, AK 99775-7320

Dear Dr. McCoy:

The U.S. Coast Guard (USCG) Rescue 21 project is preparing to build a Search and Rescue (SAR) communications site at Deception Hills south of Yakutat, Alaska in Glacier Bay National Preserve. This site is necessary to enhance the USCG's SAR communications coverage and improve life-safety protection for mariners operating in the area. Preliminary site plans place the generator enclosure twelve feet from an Alaska Earthquake Information Center seismic sensor. We are interested in partnering with you to achieve a solution that will meet the needs of both the U. S. Coast Guard and the Geophysical Institute. We expect to complete the Right-of-Way (ROW) permit process with the National Park Service (NPS) by the end of May 2012. On-site engineering will begin this summer with construction and installation scheduled to begin summer 2013.

As part of the National Environmental Policy Act (NEPA) review process, an Environmental Assessment (EA) and Finding of No Significant Impacts (FONSI) were completed by the USCG and the NPS. Both of these documents were prepared in consultation with the Geophysical Institute of Fairbanks. The EA examined the potential consolidation of UAF's seismic monitor and the NPS radio equipment into the new USCG facility. The EA Preferred Alternative states:

"An existing seismic monitoring site operated by the Geophysical Institute of the University of Alaska-Fairbanks is present at the proposed Deception Hills site. If the character of vibration from the communication site cannot be effectively distinguished from seismic activities, the seismic monitoring equipment may be relocated to a nearby site where vibrations from the propane and wind generators would not adversely affect the operation of the existing monitoring station."

The resulting FONSI also states:

"A seismic monitoring station operated by the University of Alaska Fairbanks Geophysical Institute exists at the proposed installation site. Some of this equipment may be incorporated into the equipment shelter and some may need to be relocated to minimize interference from the generator."

The purpose of this letter is to finalize coordination between the Geophysical Institute and the Coast Guard to move forward on plans at the Deception Hills site. As a result of the EA, we see

that there are several options for the future operation of the UAF's seismic monitor at Deception Hills:

- 1) Leave the sensor vault in its current location, realizing that the planned and soon-to-be permitted communications equipment could likely interfere with sensor operations unless mitigating actions (e.g., adding dampening materials) are taken to minimize interference with the communication site generator.
- 2) Remove the sensor equipment and deliver it to NPS for collection by UAF (removal and delivery could be accomplished by USCG personnel).

And our suggested option:

- 3) With USCG assistance, incorporate some of the sensor equipment into the newly constructed communications equipment shelter and relocate some of the sensor equipment to minimize interference from the generator. Under this option, USCG is proposing to assist with the following actions to coordinate the UAF and USCG operations:
  1. The USCG will provide up to 8 RU (14-inches) of rack space inside our communications shelter.
  2. The USCG will provide up to 12 watts of DC power at 48 VDC nominal which we understand may require a 12 volt DC - DC converter for UAF's equipment.
  3. The USCG will provide space on the tower for UAF's 900 MHz antenna which currently links to the Coast Guard's Yakutat communications facility.
  4. The USCG will provide for relocation of UAF's seismic sensor to a location of your choice within cable length of the communications shelter, at no cost to UAF.
  5. The USCG will provide two round trips via helicopter (at no cost to UAF) for up to two UAF personnel to coincide with our Quality Assurance (QA) inspection trips. I propose that the 1<sup>st</sup> trip occur during the summer of 2012 and be used to select a new location for the seismic sensor vault and provide our contractor instructions on properly moving the vault. During the 2<sup>nd</sup> trip to occur during the summer of 2013, UAF's communications equipment can be moved into the shelter for activation and operational verification.
  6. I will recommend to our Real Property Specialist that a no cost license be granted to use the Deception Hills facility, similar to the current no cost licenses that UAF has for the Coast Guard's communications site in Yakutat and offices on Mayflower Island.

11000  
February 17, 2012

The NPS is preparing the Right of Way permit and plans to issue it by 15 May. I request that you provide a written response to my office regarding this matter no later than 31 March 2012 in order to consider it during the final ROW process.

LCDR Scott Jinright, my Executive Officer, is available to coordinate and discuss details of our efforts. He can be reached at [Starling.S.Jinright@uscg.mil](mailto:Starling.S.Jinright@uscg.mil) or at 907-463-2958. Contacts for the National Park Service are as follows:

Mr. Martin Hansen  
Realty Specialist  
National Park Service  
Alaska Regional Office  
240 West 5th Avenue, Room 114  
Anchorage, Alaska 99501  
Phone: (907) 644-3427  
Fax: (907) 644-3807  
[Martin\\_Hansen@nps.gov](mailto:Martin_Hansen@nps.gov)

Ms. Allison Banks  
Environmental Protection Specialist  
Glacier Bay National Park and  
Preserve  
PO Box 140  
Gustavus, AK 99826  
Phone: (907) 697-2611  
Fax: (907) 697-2654  
[Allison\\_Banks@nps.gov](mailto:Allison_Banks@nps.gov)

The above plans assume that the USCG proceeds with construction at the Deception Hills site, a decision which still pends final budgetary authority. If no Coast Guard installation occurs, the Geophysical Institute site will not be impacted by the Coast Guard, and will continue to be governed by the applicable NPS and Geophysical Institute agreements.

I look forward to hearing from you and working towards finding a solution that ensures that both of our objectives are met.

Sincerely,

  
D. C. EVANS  
Commanding Officer

Copy: National Park Service, Alaska Regional Office, Anchorage  
National Park Service, Glacier Bay National Park and Preserve  
Dr. Roger Hansen, UAF



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