



United States Department of the Interior

NATIONAL PARK SERVICE
Glen Canyon National Recreation Area
P.O. Box 1507
Page, Arizona 86040

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DEPT. OF THE INTERIOR
BUREAU OF LAND MGMT

IN REPLY REFER
TO:

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L3027 GLCA 1445-R

Memorandum

To: Monticello Field Manager, Bureau of Land Management (BLM)

From: Superintendent, Glen Canyon National Recreation Area (NRA)

Subject: San Juan ATV Safari OHV Event Environmental Assessment (EA)

Thank you for the opportunity to review the EA your office has prepared for the proposed San Juan ATV Safari. As noted in your analysis, a portion of the event, the John's Canyon route, will take place within Glen Canyon NRA.

We commend the sponsors and BLM for development of mitigating measures that should reduce impacts while providing for a unique opportunity. We were unable to find your operator and vehicle requirements within the document. Please inform all participants that while in the recreation area all operators must have a valid state driver's license and the ATV must be properly licensed and equipped for highway travel ("street legal").

We also note that the Preferred Alternative requires the sponsors to obtain approval for use of the recreation area route. We are presently working with the sponsor to prepare this permit.

Again, thank you for the opportunity to review this EA.

Kitty L. Roberts

Form 10-114
Rev. DEC. 99

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use: ATV excursion
Entrance Fee: Exempt _____ Non-Exempt X
Boat Fee: Exempt _____ Non-Exempt X

Date Permit Reviewed 20
Reviewed 20
Reviewed 20
Expires 2003 Sept. 27

Long Term

Short Term X

Permit # INTM GLCA 2501 03-228
Region Park Type No. #

Glen Canyon National Recreation Area
Name of Area

Kim Burtenshaw of San Juan ATV Safari, PO Box 505, Monticello, UT 84535 435-587-2364
Name of Permittee Address Phone

is hereby authorized during the period from (Time 7:00 a.m. day 25 Month September 2003), through (Time 8:00 p.m. day 27 Month September 2003), to use the following described land or facilities in the above named area:

John's Canyon and NRA lands adjacent to Utah SR 316

For the purpose(s) of:

An All Terrain Vehicle (ATV) excursion

authorizing legislation or other authority (RE - DO-53): 16 USC § 1, 16 USC 1a-1, 16 USC § 3a, 36 CFR § 2.50

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI _____ EIS _____ OTHER APPROVED PLANS:

PERFORMANCE BOND: Required _____ Not Required X Amount \$ waived

LIABILITY INSURANCE: Required X Not Required _____ Amount \$ 1,000,000.00

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$100.00.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE _____, Kim Burtenshaw _____
Signature Date

Authorizing Official _____, William P. Quinn _____
Signature Chief, Business Management Date

Additional Authorizing Official _____
(if required) Signature Title Date

CONDITIONS OF THIS PERMIT

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages – The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment – This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation – This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable health and sanitation standards and codes.
8. Utmost care shall be exercised to ensure that natural, historic, and cultural features are not injured, and that after the permitted activity is completed the area shall either be cleaned and restored to its prior condition or shall be left in a condition satisfactory to the NPS liaison.
9. This permit 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 by reason of any injury, or death to any person, or damage to property of any kind whatsoever, whether to the person or property of the permittee, its agents, employees, or third parties, from any cause or causes whatsoever while in or upon park lands or any part thereof during the term of this permit or occasioned by any occupancy or use of park lands or any activity carried on by the permittee in connection herewith. The permittee hereby 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.
10. The permittee agrees to carry a general liability insurance policy against claims occasioned by the action or omission of the permittee, its agents, and employees in carrying out the activities and operations authorized by this permit. Such insurance shall be in the amount of \$1,000,000 and shall name the United States of America, National Park Service (NPS), Glen Canyon National Recreation Area, P.O. Box 1507, Page, Arizona 86040 as a certificate holder and an additional insured.
11. The permittee shall not be required to post a bond or cash deposit.
12. Permittee agrees to reimburse the NPS for any costs associated with issuance and monitoring of this permit. Monitoring fees are charged at \$80.00 per hour. Payment for costs incurred must be mailed or delivered to NPS Headquarters. NPS employees associated with permit activities may not accept payment in the field.
13. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary. The permittee will reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with the terminated permit.
14. Park staff shall supervise all permitted activities within the park boundaries. The NPS onsite representative(s) possesses authority to make all supervisory decisions to assure compliance with the permit, applicable regulations and NPS permit policies. The permittee must comply with any special instructions provided by the NPS onsite representative(s) or any requests for additional information.
 - a) Any expenses incurred by the NPS for such supervision shall be borne by the permittee, but may be waived by the Superintendent.

- b) No employee of the NPS may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee.
- c) NPS employees may not perform, or appear to perform, official duties for the purposes of the permitted activity unless such performance has been approved by the NPS.
- d) No personal gratuity of any nature whatsoever shall be offered to any employee of the Government in connection with the exercise of the privilege granted.

15. The permitted activity must be well planned and scheduled. Last minute changes will not be accommodated unless the changes are contingent upon weather or other emergency conditions and approved by the NPS liaison.
16. The permittee agrees to notify the NPS of any delays or schedule changes at least 36 hours in advance. Should the permittee fail to provide such advance notification, the permittee agrees to pay any costs incurred by the NPS anytime during the application, permitting, or operational process, including those due to cancellation, moving, or rescheduling of the project. Such payment will include a non-refundable charge for each staff person scheduled for the affected activity. Such charge will, at a minimum, be the equivalent of two hours overtime for each employee assigned.
17. This permit does not guarantee exclusive use of parklands. The permit area will remain open to the public during park visiting hours. Permit activities shall not unduly interfere with other park visitors' use and enjoyment of the area. Visitors will be permitted to observe the permitted activity.
18. The permittee shall not depict any situations that conflict with NPS public use regulations.

ADDITIONAL STIPULATIONS

19. Permitted activities shall be conducted in John's Canyon and on NRA lands adjacent to Utah SR 316. No alternate side trips are authorized into Slickhorn Canyon which is closed to motorized vehicles.
20. Permittee is authorized to conduct the permitted activity between 7:00 a.m. and 8:00 p.m. on September 25th, 26th, and 27th, 2003 for the purpose of conducting an ATV excursion. One trip will be conducted each day for a total of 3 trips. On each trip, the number of people shall not exceed approximately 20 and the number of vehicles shall not exceed approximately 20.
21. No activity, including arrival of vehicles and/or personnel, shall be permitted before or after designated hours.
22. The permit shall be kept on site at all times and will be held by Kim Burtenshaw or his designated agent.
23. The NPS liaison during the duration of permitted activities shall be Marianne Karraker (928-608-6325). Only she or William P. Quinn, Chief of Business Management, may approve any changes to these stipulations.
24. Permittee shall be responsible for permit compliance by all activity participants.
25. No vehicles shall be driven off of the established roadways.
26. All vehicles shall be street licensed and each operator shall carry a valid driver's license.
27. Improvements or changes to the road surface shall not be authorized. Road maintenance shall be limited to using rock and sand in the road corridor. Improvements must be left in place. Our goal is to maintain the road in its challenging character and to avoid any possible damage to the historic fabric of the road.
28. In wet spots or challenging sections, vehicles must stay on the present road. Vehicles shall not go wide, make a new/parallel track, or establish a bypass.
29. All participants shall communicate with visitors in a courteous, knowledgeable and professional manner.
30. All camping activity will take place outside of Glen Canyon NRA.
31. No ground disturbing activities shall be permitted. Permittee shall not touch or move any artifacts or other historic objects. Collection of biological or archeological artifacts is prohibited.

32. Permittee shall not attach anything to any NPS facility, structure, rock or vegetation, or cover or remove signs, fences, posts, etc.
33. No commercial advertising shall be permitted. If commercial filming is desired, it must be covered under a separate permit. Contact Marianne Karraker, Special Park Uses Coordinator, to obtain a commercial filming permit.
34. Permittee shall provide a state licensed emergency medical technician or registered nurse onsite during activities that involve more than 25 persons. Permittee shall provide a copy of the EMT or RN's certification to Glen Canyon NRA headquarters prior to holding the ATV excursion.
35. Permittee shall provide at a minimum one portable toilet for disposal of human waste. Collected human waste shall be disposed of only in designated dump station facilities.
36. Permittee shall remove trash and debris daily. Permittee shall make trash receptacles available at all times and shall dispose of cigarette butts properly.
37. Permittee shall be responsible for any cleanup efforts required as result of spills or accidents occurring during the permitted activity. Permittee must immediately notify the NPS of spills or accidents. Clean up efforts shall occur in accordance with 40 CFR and all applicable state environmental quality laws regarding disposal and cleanup of hazardous/industrial wastes. Permittee shall dispose of contaminated soils in accordance with federal and state regulations.
38. All law enforcement incidents, accidents, injuries or other visitor confrontations shall be reported to NPS Dispatch at 928-608-6301. For emergencies, dial 911.