

	Approved	Denied
Date Action Taken:	10/24/11	
Other:		
Verified by:	Hornitz	

WASILLA CITY COUNCIL ACTION MEMORANDUM

AM No. 11-28

TITLE: CONTRACT AUTHORIZATION FOR THE PURCHASE AND SALE OF MITIGATION CREDITS OF SU-KNIK MITIGATION BANK IN THE AMOUNT OF \$34,000 AS REQUIRED BY DEPARTMENT OF THE ARMY PERMIT TO FILL WETLANDS AT THE WASILLA AIRPORT.

Agenda of: October 24, 2011
Originator: Public Works Director

Date: October 12, 2011

Route to:	Department	Signature/Date
X	Public Works Director	[Signature] 10/12/11
X	Finance Director	[Signature] 10/12/11
X	Deputy Administrator	[Signature] 10/12/11
X	City Clerk	[Signature]

REVIEWED BY MAYOR VERNE E. RUPRIGHT:

[Signature]

FISCAL IMPACT: yes \$34,000

Account name/number: Apron D Phase 2-FAA/330-4379-437.45-18
 Apron D Phase 2-State/330-4379-437.45-19
 Apron D Phase 2-City/330-4379-437.45-20

Attachments: Permit (3 pages) and Contract (13 pages)

SUMMARY STATEMENT: In August the City received its permit modification from the Department of the Army (Corps of Engineers) to fill wetlands at the Wasilla Airport as part of its long range plan to build apron area around the northeast end of the runway in accordance with the Airport Master Plan. The wetland permit requires the purchase 3.4 credits of the Fish Creek Parcel of the Big Lake Mitigation Bank. The attached contract provides for the purchase of wetland credits.

STAFF RECOMMENDATION: Contract authorization for the purchase and sale of mitigation credits of Su-Kink Mitigation Bank in the amount of \$34,000 as required by Department of the Army Permit to fill wetlands at the Wasilla Airport.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

AUG 24 2011

Regulatory Division
POA-1996-534-M4

DEPARTMENT OF THE ARMY
PERMIT MODIFICATION

Department of the Army permit number POA-1996-534-M4, Jacobson Lake, was issued to the City of Wasilla on October 28, 1996, to construct amenities to support the City of Wasilla Airport.

This is the 4th modification of the original permit. The permit is hereby modified as follows:

1. Place fill within 2.9 acres of wetlands and authorize fill placed in 0.026 acres of wetland immediately east of the end of Runway 21, as shown on Sheet 1 of 1 dated July 11, 2011.
2. The permittee shall purchase 3.4 credits of slope/flat type wetland from the Fish Creek Parcel of the Big Lake South Mitigation Bank as compensatory mitigation for 2.9 acres of forested wetland losses associated with this authorization. Documentation provided by Su-Knik Mitigation Bank, 645 G Street, Suite 100 #1216, Anchorage, Alaska 99501, certifying proof of payment, with Department of the Army (DA) permit number, wetland impacts, wetland type, and requisite credits identified, shall be submitted to the Department of the Army at the address below (prior to placement of fill and/or work within waters of the United States):

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

The work will be performed in accordance with the enclosed plan, sheet 1 of 1, dated July 11, 2011, which is incorporated in and made a part of this Permit Modification.

The project site is located within Section 7, T. 17 N., R. 1 W., Seward Meridian; USGS Quad Map Anchorage C-7, Latitude 61.5761° N.; 149.5318° W.; Wasilla Airport, Wasilla, Alaska.

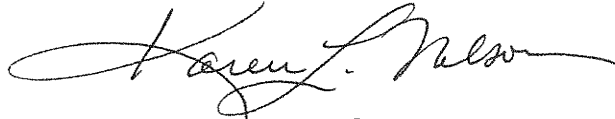
In accordance with your request, General Condition No. 1 of the permit is hereby amended to read as follows:

The time limit for completing the work authorized ends on August 31, 2016. If you find that you need more time to complete the authorized activity, please submit your request for a time extension to the Corps of Engineers for consideration at least one month before permit expiration.

All other conditions under which the subject authorization was made remain in full force and effect.

This authorization and the enclosed modified plans should be attached to the original permit. Also enclosed is a Notice of Authorization that should be posted in a prominent location near the authorized work.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

A handwritten signature in black ink, appearing to read "Karen L. Nelson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Karen L. Nelson
Project Manager



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

AUG 24 2011

Regulatory Division
POA-1996-534-M4

Honorable Verne Rupright
Mayor of Wasilla
290 East Herning Avenue
Wasilla, Alaska 99654

Dear Mayor Rupright,

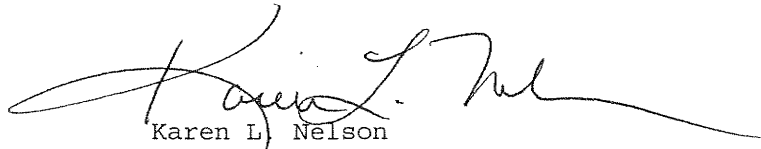
Enclosed is the signed Department of the Army (DA) permit modification, file number POA-1996-534-M4, Jacobson Lake. This is the 4th permit modification of the original permit. Also enclosed is a Notice of Authorization that should be posted in a prominent location near the authorized work.

If changes to the plans or location of the work are necessary for any reason, plans must be submitted to us immediately. Federal law requires approval of any changes before construction begins. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Also enclosed is a Notification of Administrative Appeals Options and Process and Request for Appeal form regarding this DA Permit Modification (see section labeled "Initial Proffered Permit").

For additional information, please contact me via email at Karen.L.Nelson@usace.army.mil, by mail at the letterhead address, by phone at (907) 753-5557, or toll free from within Alaska at (800) 478-2712.

Sincerely,



Karen L. Nelson
Project Manager

Enclosures

[Draft]

**CONTRACT FOR PURCHASE AND SALE OF MITIGATION CREDITS OF SU-KNIK
MITIGATION BANK**

THIS CONTRACT FOR PURCHASE AND SALE OF MITIGATION CREDITS OF SU-KNIK MITIGATION BANK (the “**Agreement**”) is made as of September __, 2011 by and between **SU-KNIK ENVIRONMENTS, LLC**, an Alaska limited liability company, (hereinafter “**Seller**”), and the **City of Wasilla**, a municipal corporation (“**Buyer**”). Seller and Buyer are each referred to in this Agreement as a “**Party**” and are referred to collectively as the “**Parties**”.

RECITALS

A. Seller operates a mitigation bank (the “**Bank**”) and owns mitigation credits (the “**Bank Credits**”), under the terms of an authorization from the United States Army Corps of Engineers (the “**Banking Authorization**”), attached hereto as **Exhibit “A”** (the “**Banking Permit**”).

B. Buyer intends to construct upon, improve, and/or develop certain real property (the “**Project Property**”), more particularly described in **Exhibit “B”** to this Agreement.

C. The development of the Project Property will involve the permitted impacts upon aquatic resources. For that reason, Buyer is required to obtain a permit (the “**Project Permit**”) from the United States Army Corps of Engineers (the “**Corps**”) allowing such impacts. The Corps will condition the issuance of the Project Permit and the permitted impact upon aquatic resource on the Project Property upon Buyer’s satisfaction of certain mitigation obligations to offset those impacts.

D. Buyer desires to purchase Bank Credits from Seller to satisfy those mitigation obligations.

E. Seller is willing to sell Bank Credits to Buyer for that purpose on the terms and conditions set out in this Agreement.

AGREEMENT

THEREFORE, the Parties hereby agree as follows:

1. **Purchase and Sale of Credits.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller three and forty one hundredths (3.40) Slope Flat Bank Credits (the “Credits”), on the terms and conditions set out in the Agreement.
2. **Purchase Price.** Buyer shall pay Ten Thousand Dollars (\$10,000.00) for each Bank Credit, for a total purchase price (the “Purchase Price”) of Thirty Four Thousand Dollars (\$34,000.00).
3. **Deposit.** At the time that Buyer executes this Agreement, Buyer shall deliver to Seller a deposit of Ten Thousand Two Hundred Dollars (\$10,200.00). That amount and any additional deposit Buyer pays (together, the “Deposit”) shall be credited against the Purchase Price. The Deposit shall not bear interest and shall not be refundable to Buyer except in the case of a material breach by Seller of its obligation to transfer the Credits to Buyer in accordance with the terms of this Agreement. The failure of Buyer to obtain the Project Permit shall not give Buyer a right to a return of the Deposit so long as Seller is otherwise ready, willing and able to transfer the Credits to Seller in accordance with the terms of this Agreement.
4. **Statement of Credit Availability.** Immediately upon Buyer’s delivery to Seller of an executed copy of this Agreement and the Deposit, Seller shall deliver to the appropriate officer of the Corps a statement of credit availability (the “Statement of Credit Availability”) representing to the Corps that Seller has reserved and set aside the Credits, that the Seller will not transfer the Credits to any person other than the Buyer, and that Seller has agreed to transfer the Credits to Buyer on the terms and conditions set forth in this Agreement.
5. **Obligation of Seller.** Seller shall comply with all conditions and requirements of the Banking Permit. The provisions of this **Paragraph 5** shall survive this Agreement.
6. **Obligations of Buyer.** To the extent applicable, Buyer shall comply with the following conditions. In the event Buyer applies for a modification of any Project Permit, copies of any such permit modification application shall be provided to Seller within five (5) days of submittal. Buyer shall timely deliver to Seller any Project Permit it obtains upon its receipt of such permit or as soon thereafter as is practicable. If a Project Permit is provided to Seller more than thirty (30) days after its issuance date, Buyer shall provide a letter of explanation for the delay. Buyer shall complete any and all obligations under the Project Permit whether arising or to be performed before or after the transfer of Credits. Should Buyer fail to obtain Corps approval for any reason not the fault of Seller, Seller shall not be obligated to deliver the Credits to Buyer. Buyer shall provide Seller at the address for notices set out in **Section 12** below:

- a. In the event Buyer applies for a modification of any Project Permit, copies of any such permit modification application within five (5) days of submittal; and
- b. Any other documents reasonably requested by Seller relating to the approval of the use of the Credits at the Project Property.

Buyer shall complete any and all obligations under the Project Permit whether arising or to be performed before or after the transfer of Credits. Should Buyer fail to obtain Regulator approval for any reason not the fault of Seller, Seller shall not be obligated to deliver the Credits to Buyer.

7. **Purchase and Sale of Credits.** On or before October 1, 2011, Buyer shall pay to Seller the balance of the Purchase Price. Within ten (10) days of Seller's receipt of the balance of the Purchase Price, Seller shall provide to Buyer (and, if required, to the Corps) the documentation that the Corps requires for the transfer of the Credits on the bank ledger of Seller from Seller to Buyer.
8. **Debit of Credits and Transfer.** The Regulator's delivery of the Project Permit to either Party and the Regulator's statement that it has debited the Credits on the Seller's credit ledger shall be conclusive evidence as between the parties that the Credits have been transferred. Upon notification of the debit of the Credits by the Regulator, Buyer and Seller shall exchange any other executed document(s) necessary or proper to evidence the purchase and sale of the Credits.
9. **Notice and Opportunity to Cure Breach by Seller.** Either Party shall have thirty (30) business days after written notice from the other of a breach of this Agreement (other than a breach of an obligation to pay money or to deliver documents, for which time will be of the essence) to remedy said breach.
10. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
11. **Applicable Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Alaska, other than the choice of law rules of that State. In the event of litigation, arbitration or mediation between or among the Parties, venue for any such litigation or other process shall be in the Matanuska-Susitna Borough, State of Alaska.
12. **Notices.** All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller shall be sent to: **SU-KNIK ENVIRONMENTS, LLC,**

Attention: Jerome Ryan
Su-Knik Mitigation Bank
645 G Street, Suite 100 #1216
Anchorage, AK 99501
Telephone: (707)874-2780
Telecopy: (415)366-1606

With a copy to:

James B. Hodge, Esq.
PO Box 1341
Wilson, WY 83014
Telephone: 415.515.6976
Telecopy: 307.734.2402

Notices to Buyer shall be sent to: Archie Giddings, Public Works Director
City of Wasilla
290 East Herning Avenue
Wasilla, AK 99654

Notice may be given, delivered or made by United States Postal Service (in which case it shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, by recognized overnight delivery service (in which case it shall be deemed so given, delivered or made on the second business day after the same is delivered to such service), or by facsimile (in which case in which case it shall be deemed so given, delivered or made on the first business after the date shown on any recognized evidence of transmittal). Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this Section.

13. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been

delivered to the Buyer and Seller.

14. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any Party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other Party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
15. **No Joint Venture or Partnership or Agency Relationship.** The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither Party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither Party shall hold itself out as an agent, partner or joint venturer of or with the other and each Party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this Section.
16. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
17. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.
18. **Calculation of Time.** Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
19. **Effective Date.** This Agreement is effective on the date on which the last of the parties signs this Agreement. If more than 30 days have transpired between the first and last signature, this agreement is null and void.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, any one

and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

21. **Time is of the Essence.** Time is of the essence under the terms of this Agreement.
22. **Attorneys Fees and Costs.** In the event of litigation between the Parties, the prevailing Party shall be entitled to recover all costs incurred, including attorneys fees, paralegal fees and appellate and post-judgment proceedings and all costs thereof.
23. **Construction.** Buyer has had every opportunity to have this Agreement reviewed and approved by its counsel. This Agreement shall be interpreted as if drafted by both parties hereto equally, and no rule of construction or interpretation shall be applied against any Party.
24. **Payment in Ready Funds.** All payments that Buyer makes to Seller under the terms of this Agreement shall be made by wired federal funds or by cashier's check, to the account of or in the name of Seller.
25. **Confidentiality.** Except as required in their dealings with the Corps, the Parties shall comply with the following terms and conditions. The Parties shall maintain confidentiality with respect to and keep confidential all matters relating this Agreement , to the subject matter of this Agreement and to the transactions referred to in this Agreement, including but not limited to the financial terms and conditions of this Agreement, and shall not disclose the terms of this Agreement to any third party (except to an Affiliate, or third party consultant, or as required by applicable law, rule or regulation or court order or by the terms of this Agreement). All information given by any Party to another Party pursuant to this Agreement shall be considered confidential and shall be used only for the purposes intended. The provisions of this **Section 25** shall remain in force and effect notwithstanding any termination of this Agreement and shall survive the purchase and sale of the Credits. Without limiting the terms of this **Section 25**, no Party nor any of its or their the Affiliates shall make any announcement or disclosure, public or private, of any kind or nature, concerning the transactions contemplated by this Agreement without the prior written approval of the other Party, except as required by law. If any Party or any of its or their Affiliates determines upon advice of counsel that an announcement or disclosure is required by applicable law, it shall first notify the other Parties so that they may coordinate concurrent announcements and/or other disclosures and review the proposed text of such announcement. Each Party may communicate with its members, government agencies and third parties currently involved in the operation of that Party.

**SIGNATURE PAGES FOR CONTRACT FOR PURCHASE AND SALE OF
MITIGATION CREDITS OF SU-KNIK MITIGATION BANK**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date first written above.

SELLER:

Su-Knik Environments, LLC, an Alaska limited liability company

By: SE Alaskan, LLC, an Alaska limited liability company, its Managing Member

By: _____
Jerome Ryan, its Member

BUYER:

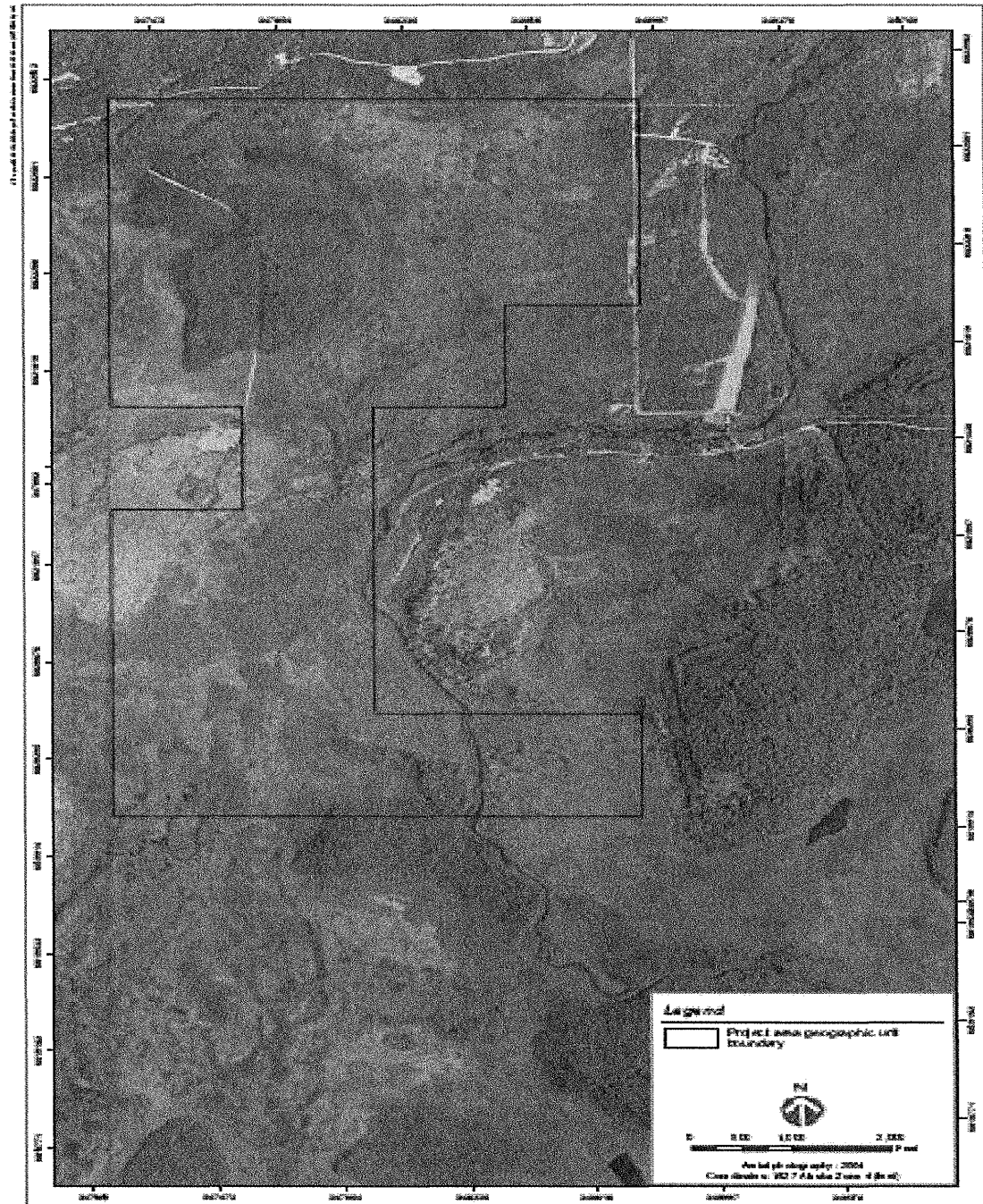
The City of Wasilla, a municipal corporation

By: _____
Printed Name: Honorable Verne Rupright
Title: Mayor of Wasilla

EXHIBIT A

DESCRIPTION OF MITIGATION PROPERTY AND BANKING AUTHORIZATION

SU-KNIK MITIGATION BANK



The locations of the SU-KNIK Geographic Units are based on the legal descriptions.

The South one-half of the North one-half (S $\frac{1}{2}$ N $\frac{1}{2}$), the Southwest one-quarter (SW $\frac{1}{4}$), the North one-half of the Southeast one-quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$), and the Southwest one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 16 North, Range 3 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.

The Northeast one-quarter of the Northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), the South one-half of the Northwest one-quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest one-quarter (SW $\frac{1}{4}$), and the South one-half of the Southeast one-quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 8, Township 16 North, Range 3 West, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.



REF ID: A1111111

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6698
ELMENDORF AFB, ALASKA 99506-0698

DEC 4 2009

Regulatory Division
PCA-2006-1608

Mr. Jerome Ryan
Su-Knik Environments, LLC
Post Office Box 2281
Sebastopol, CA 95473

Dear Mr. Ryan:

The U.S. Department of the Army, Corps of Engineers (Corps), in collaboration with the Interagency Review Team (IRT), by this letter is authorizing release of mitigation banking credits in the Fish Creek parcel of the Big Lake South Mitigation Bank. The Su-Knik Umbrella Mitigation Bank Instrument dated February 5, 2009, and the Conservation Easement for the Fish Creek parcel recorded September 11, 2009, both meet the goals identified in 40 CFR Part 230 Compensatory Mitigation for Losses of Aquatic Resources; Final Mitigation Rule, 33 CFR Part 332, dated April 10, 2008, and Alaska District Regional Guidance, The Alaska District of the U.S. Army Corps of Engineers, hereby grants mitigation credits for preservation of 794.8 acres of functional capacity wetlands as follows:

Slope/Flat wetlands:	FCI	Credits(acre)
PFO	0.99	340.6
PSS	0.98	238.9
PEM/PSS	1	166.7
PEM	1	34.4
TOTAL		780.5

Riverine Wetland:	FCI	Credits(acre)
PFO	0.92	1.7
PSS	0.96	10.3
PEM/PAB	0.97	2.3
TOTAL		14.3

Implementation guidance is outlined in the February 5, 2009, Su-Knik Umbrella Mitigation Instrument prepared for the Interagency Review Team. Annual monitoring reports documenting beginning and ending credit balances, with short and long-term management activities, are required. These reports are due to the Corps' Mat-Su Regulatory Field Office within 12 months from the date of this letter, and every year thereafter, until Corps releases this

responsibility. The Corps will track credit exchanges using the Regional Internet Bank Information Tracking System (RIBITS), accessible to the public over the internet, in addition to the tracking described in the Umbrella Mitigation Bank Instrument. Communications with the Corps must be timely to reflect current credit transactions.

In addition, legal responsibility for providing the compensatory mitigation credits to Department of the Army permittees lies with the sponsor, Su-Knik Environments, LLC., once the permittee secures credits from said sponsor.

Nothing in this letter excuses the sponsors from compliance with other Federal, State, or local statutes, ordinances, or regulations. A copy of this letter is also being sent to the IRT members.

Thank you for all your work in providing ecologically valuable mitigation opportunities at the Fish Creek parcel of the Big Lake South Mitigation Bank within the Matanuska Susitna Borough. You may contact Ms. Karen Nelson, Big Lake South Bank Chair, at Karen.L.Nelson@usaca.army.mil, by mail at the Mat-Su Regulatory Field Office, Century Plaza Building, 1075 South Check Street, Suite 102, Wasilla, Alaska 99654, or by phone at (907) 357-4423, for any questions regarding the mitigation bank. For additional information about our Regulatory Program, visit our web site at www.poa.usaca.army.mil/reg.

Sincerely,


William A. Keller
Chief, North Branch

EXHIBIT B

DESCRIPTION OF PROJECT PROPERTY

Project Description

Department of the Army permit number POA-1996-534-M4, Jacobson Lake, was issued to the City of Wasilla on October 28, 1996, to construct amenities to support the City of Wasilla Airport.

This is the 4th modification of the original permit. The permit is hereby modified as follows:

1. Place fill within 2.9 acres of wetlands and authorize fill placed in 0.026 acres of wetland immediately east of the end of Runway 21, as shown on Sheet 1 of 1 dated July 11, 2011.
-

EXHIBIT C

DESCRIPTION OF PERMIT

(Entire Permit Will be Attached to Executed Contract)



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

AUG 24 2011

Regulatory Division
POA-1996-534-M4

DEPARTMENT OF THE ARMY PERMIT MODIFICATION

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2. The permittee shall purchase 3.4 credits of slope/flat type wetland from the Fish Creek Parcel of the Big Lake South Mitigation Bank as compensatory mitigation for 2.9 acres of forested wetland losses associated with this authorization. Documentation provided by Su-Knik Mitigation Bank, 645 G Street, Suite 100 #1216, Anchorage, Alaska 99501, certifying proof of payment, with Department of the Army (DA) permit number, wetland impacts, wetland type, and requisite credits identified, shall be submitted to the Department of the Army at the address below (prior to placement of fill and/or work within waters of the United States):

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
P.O. BOX 6898
JBER, ALASKA 99506-0898

The work will be performed in accordance with the enclosed plan, sheet 1 of 1, dated July 11, 2011, which is incorporated in and made a part of this Permit Modification.

The project site is located within Section 7, T. 17 N., R. 1 W., Seward Meridian; USGS Quad Map Anchorage C-7, Latitude 61.5761° N.; 149.5318° W.; Wasilla Airport, Wasilla, Alaska.

In accordance with your request, General Condition No. 1 of the permit is hereby amended to read as follows:

The time limit for completing the work authorized ends on August 31, 2016. If you find that you need more time to complete the authorized activity, please submit your request for a time extension to the Corps of Engineers for consideration at least one month before permit expiration.