

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.
5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.
6. This permit is subject to all valid claims.
7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.
8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.
9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.
10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.
11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.
12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.
13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.
14. In case of change of address, the permittee shall immediately notify the forest supervisor.
15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.
16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.
17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control

18. FEES

This permit is issued free of charge as agreed to in the "Agreement Between the Yuba County Water Agency and the United States Forest Service for the Administration, Operation, and Maintenance of Recreation Facilities on the Yuba River Development Project on the Tahoe and Plumas National Forests", signed by Acting Regional Forester C.A. Yates and dated 9/9/68.

19. INSURANCE

- A. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
- B. The permittee shall have in force public liability insurance covering: (1) property damage in the amount of ten thousand dollars (\$10,000) and (2) damage to persons in the minimum amount of one hundred thousand dollars (\$100,000) in the event of death or injury to one individual and the minimum amount of two hundred thousand dollars (\$200,000) in the event of death or injury to more than one individual. The coverage shall extend to property damage, bodily injury, or death arising out of the permittee's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name the United States as a co-insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States. The permittee shall require the insurance company to send an authenticated copy of its insurance policy to the Forest Service immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, Highway 49 and Coyote Street, Nevada City, CA 95959, by the insurance company.
- C. The holder shall repair, replace, or restore any damage to or loss of the premises covered by this authorization caused by fire or other casualty, including fires or other casualties beyond the control of and without the fault of the holder, and shall have in force fire and other casualty insurance covering the Government-owned improvements, the use of which is authorized by this permit.

Such fire and other casualty insurance shall be in the amount of thirty thousand dollars (\$30,000) and shall name the United States as beneficiary of proceeds payable as a result of claims for damage from fire or other casualty. The holder shall furnish the Forest Service an authenticated copy of the insurance policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed before 30 days written notice to the Forest Supervisor.

20. NON-DISCRIMINATION

During the performance of this permit, the permittee agrees:

- A. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. (Ref. Title VII of the Civil Rights Act of 1964 as amended).
- B. The permittee and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age or handicap, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act).
- C. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
- D. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
- E. That the Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

21. RESOURCE PROTECTION AND SANITATION

- A. The permittee shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters: Remove all refuse to an approved county landfill.
- B. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.
- C. The permittee shall be responsible for the prevention and control of soil erosion and gullying caused by permittee either directly or indirectly, on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by the Forest Service.

- D. The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.

22. RISKS AND HAZARDS

Avalanches, rising waters, high winds, falling limbs or trees and other hazards are natural phenomena in the Forest that present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting its site, lot, right-of-way, and the immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

23. FIRE PREVENTION AND SUPPRESSION

- A. A firebreak, not less than 4 feet wide, is to be constructed and maintained by the permittee in a location approved by the District Ranger.
- B. The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.
- C. No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.

24. IMPLIED PERMISSION

Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the Forest Service in the form of a new permit or permit amendment. Additional structures requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mailboxes, newspaper boxes, boathouses, docks, pipelines, and television antenna.

25. UNATTENDED RENTAL EQUIPMENT

Rental equipment shall not be placed on National Forest land prior to actual use or be allowed to remain on National Forest land subsequent to actual use, but shall be stored at or removed to private land: Provided, That this will not preclude storage on National Forest land under permit for equipment storage.

26. ADVERTISING

- A. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.

- B. The permittee, in its advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of its permit, or the area covered by it or tributary thereto.

The fact that the permitted area is located on the Tahoe National Forest shall be made apparent in all of the permittee's brochures and advertising regarding use and management of the area and facilities under permit.

Advertising materials released to the public, as appropriate, will contain a statement that the permitted area is located on National Forest System land and that the facility will be operated on a non-discriminatory basis. Photographs and other graphics used will convey the message of equal opportunity.

27. CONDUCT AND PERFORMANCE

- A. The permittee will reduce to writing all of its agreements with authorized users of the facilities covered by this permit, specifying therein, as a separate item, the rental and service charge for the use of said facilities, and will furnish a true copy of each such agreement and any changes therein to the Forest Service.
- B. The acquisition or assumption by another party under an agreement with the permittee of any right or obligation of the permittee under this permit shall be ineffective as to the Forest Service unless and until the Forest Service shall have been notified of such agreement and shall have recognized and approved it in writing signed by the Forest officer who approved this permit, or by his successor or superior officer; and in no case shall such recognition or approval:
1. Operate to relieve the permittee of the responsibilities or liabilities it has assumed hereunder; or
 2. Be given unless such other party
 - a. Is acceptable to the Forest Service as a permittee, and assumes in writing all of the obligations to the Forest Service under the terms of this permit as to the incomplete portion thereof, or
 - b. Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.
- C. Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof, be cause for termination of this permit.

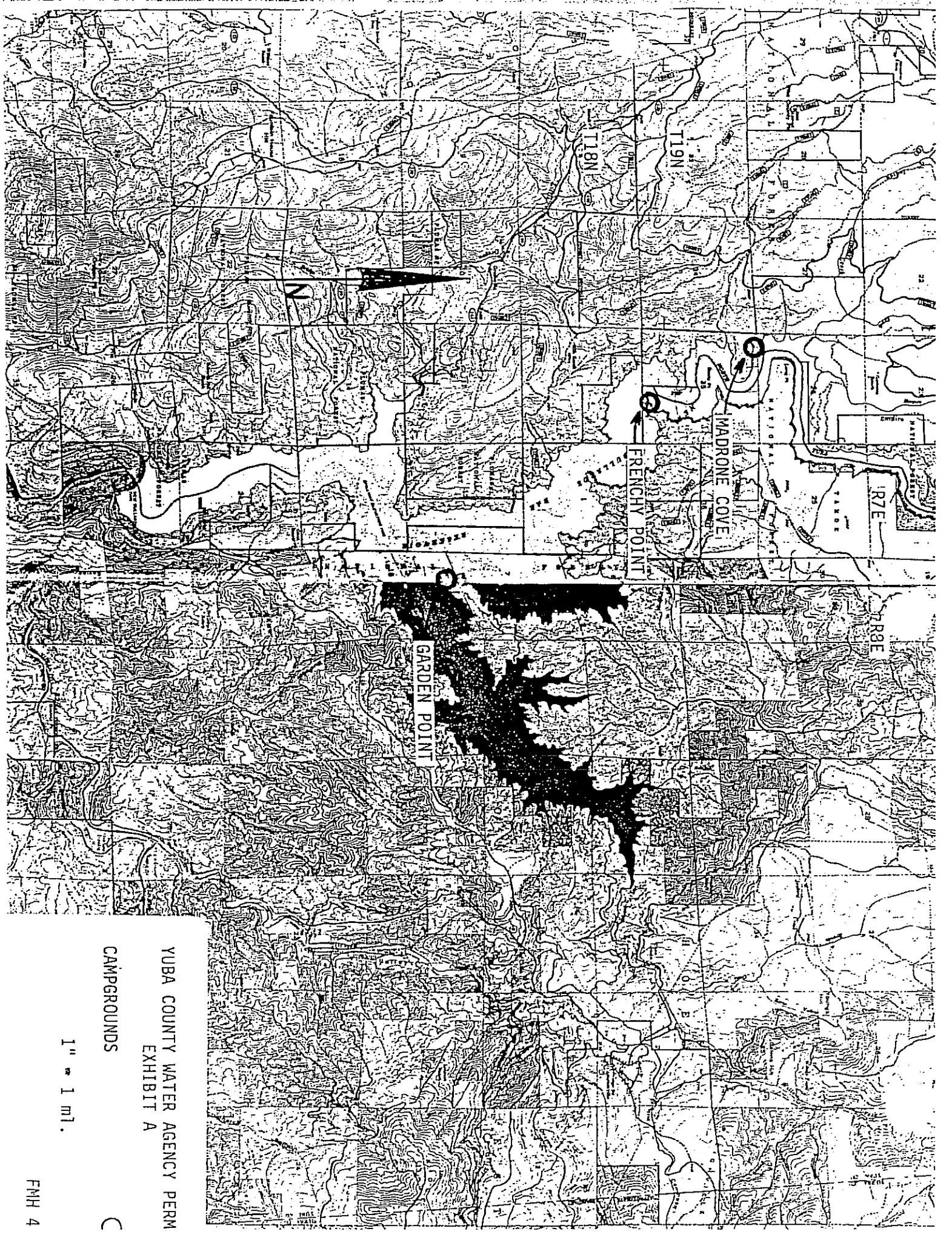
28. TERMINATION

The permittee shall operate and maintain the facilities until the Forest Service notifies the permittee in writing that it is again willing and

able to resume the operation and maintenance of the recreational facilities, improvements and works covered by this permit, whereupon this permit shall automatically terminate. The facilities, improvements and works shall be returned to the Forest Service in as good a condition as these facilities, improvements and works were when the permit was signed.

29. MISCELLANEOUS

- A. This permit is for the occupancy of land for the purposes stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual.
- B. The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The permittee may be required to furnish the Forest Service a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Forest Service: Provided, That the permittee shall not be required to charge prices lower than those charged by comparable or competing enterprises.
- C. If during the term of this permit, the Government-owned improvements are altered, reconstructed or modified in any way, the material, equipment, fixtures or other appurtenances which are affixed to or made a part of said improvements in connection with the alteration project shall become a part of the property. Ownership shall accrue to the Government, regardless of whether said work is performed by the holder or any other party.
- D. The designated Forest Service representative for this permit is:
District Ranger
Downieville Ranger District
North Yuba Ranger Station
Star Rt. Box 1
Camptonville, CA 95922
(916) 288-3231



YUBA COUNTY WATER AGENCY PERM
EXHIBIT A
CAMPGROUNDS

1" = 1 mi.

EXHIBIT B

FACILITY INVENTORY

MACRONE COVE, FRENCHY POINT AND GARDEN POINT

MADRONE COVE

Stoves (11)
Tables (11)
Fire pits (3)
Bulletin Boards (2)
Retaining Walls with Counters (11)
Fee Box (1)
Campground Sign (1)

FRENCHY POINT

Stoves (9)
Tables (9)
Fire Pit (1)
Bulletin Board (1)
Retaining Walls with Counters (8)
Fee Box (1)
Campground Sign (1)

GARDEN POINT

Stoves (20)
Tables (15)
Fire Pits (10)
Bulletin Boards (2)
Directional Signs (5)
Campground Sign (1)