

USDA - Forest Service  TERM SPECIAL USE PERMIT  Act of March 4, 1915, as amended July 28, 1956, or Act of March 30, 1948  (Reference FSM 2710)	a. Record no. (1-2)  70	b. Region:  05	c. Forest (5-6)  Inyo 04
	d. District (7-8)  Mammoth 52	e. User No. (9-12) <i>MANA 04201</i> <del>6012</del>	f. Kind of Use (13-15)  Trailer Camp 147
	g. State (16-17)  California 06	h. County (18-20)  Mono 051	i. Card no. (21)  1

Permission is hereby granted to Manzanita Trailer Lodge Inc., dba Mammoth Mountain RV Park of P.O. Box 288, Mammoth Lakes, CA 93546 hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements for the period of 20 years from the date thereof:

Sections 35 and 36, T3S, R27E, M.D.B. & M., Mono County, commonly known as Mammoth Mountain RV Park.

This permit covers 54.7 acres and is issued for the purpose of:

Construction, operation and maintenance of a Recreation Vehicle Trailer Park, as described in the Final Forest Service Environmental Analysis for Future Use Determination of Manzanita Trailer Lodge, prepared dated March 31, 1978 and in the Forest Service Final Environmental Assessment for the Mammoth Mountain RV Park Development Plan, dated March 5, 1984. Both are on file in the Mammoth Ranger District, P.O. Box 148, Mammoth Lakes, CA 93546.

1. Construction or occupancy and use under this permit shall begin within existing months, and construction, if any, shall be completed within complete months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of (See Clause #20 - 26) Dollars (\$ \_\_\_\_\_) for the period from 19 to 19, and thereafter annually on \_\_\_\_\_ Dollars (\$ \_\_\_\_\_):

Provided, however, That the charges for this use shall be readjusted as of, and effective on, the beginning of each 5-year period from the due date of the first annual payment in order to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 20 to 84 attached hereto and made a part of this permit.

PERMITTEE	Name of Permittee <b>MANZANITA TRAILER LODGE INC.</b>	Signature of Authorized Officer <i>[Signature]</i>	Date <u>Oct 23, 1992</u>
ISSUING OFFICER	Name and Signature <i>[Signature]</i> <b>BENNIS W. MARTIN</b>	Title Permittees  Title <b>Forest Supervisor</b>	Date <u>2/9/93</u>

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. Except as provided in Clause 16 below, 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, which may be for the unexpired term of this permit or for such new period as circumstances justify.

14. The permittee may sublease the use of the land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be revoked upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements and damages to the improvements resulting from the removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: **Provided**, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R.211.20 - 211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; **Provided further**, That upon payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. *The permittee agrees that the amount which the United States shall be required to pay for improvements in accordance with clause 16 shall in no event exceed \$////////// and that this instrument may be interpreted in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.*

18. In case of change of address the permittee shall immediately notify the Forest Supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or provisions thereof, the following clauses will control.

20. Concessions, Financial Statements

The holder shall send to the Forest Supervisor on or before January 30th of each year a statement of sales as defined in the Sales Terms and Conditions of this permit for itself and each sublessees for the same period. The holder must also provide within three (3) months after close of its operating year a balance sheet representing its financial condition at the close of its business year, an annual operating statement reporting the results of operations including yearend adjustments for itself and each sublessee for the same period, and a schedule of gross fixed assets adjusted to comply with the terms of this permit in a format and manner prescribed by the Forest Service.

If the holder fails to report all sales in the period they were made or misreports gross fixed assets and the Forest Service determines that additional fees are owed, the holder shall pay the additional fee plus interest. Such interest shall be assessed at the rate specified in clause 25 and shall accrue from the date the sales or correct gross fixed assets should have been reported and fee paid until the date of actual payment of the underpaid fee. (A-1)

21. Definitions, Graduated-Rate Fee System

For purposes of recording and reporting sales, and sales-related information including the cost of sales, the activities of the concessioner are divided into:

Grocery. Includes the sale of items usually associated with grocery stores such as staple foods, meats, produce, household supplies, and drug articles. This item also includes the sale of bottled soft drinks and beer when included in the grocery operation.

Service, Food. Includes the serving of meals, sandwiches, and other food materials either consumed on the premises or prepared for carryout. Snackbars are included here, as well as the sale of nonalcoholic drinks and beer served in conjunction with food.

Service, Cars. Includes servicing and the sale of fuels, lubricants, and all kinds of articles used in servicing and repairing autos, boats, snowmobiles, aircraft, and so forth.

Merchandise. Includes the sale of miscellaneous clothing, and such items as hardware, souvenirs, and gifts. Bait, fishing rods, reels, boats, motor and boating accessories are included as well as other sporting equipment and clothing sales. Where a "Service, Cars" category of business is not established by this permit, the sale of auto accessories is included in this category.

Service, Liquor. Includes the sale of alcoholic drinks for consumption on the premises and other sales ordinarily a part of a bar or cocktail-lounge business. Where a bar is operated in conjunction with a restaurant or overnight accommodations, liquor and beer sales are recorded separately from the other sales and included in this category. The sale of alcoholic

beverages for consumption off the premises is also included in this item, except as indicated in "Grocery" and "Service, Food."

Outfitting, Guiding. Includes all activities or commercial guiding services involving back-country travel, regardless of mode of travel, when associated with a resort or dude ranch with a mixture of businesses. All fees charged are considered sales.

Service, Room. Includes lodging where daily room service is furnished.

Rentals and Services. Includes the rental of furnished or unfurnished cabins, cottages, housekeeping rooms, condominiums, motel units (where daily maid service is not furnished by the holder) and so forth, and the rental of camping space, trailer space, horses, trailers, and other equipment rentals. Also included are services such as barbershops and amusements such as billiards.

Includes the rental of marina-type equipment such as boats, motors, boat docks and boat moorings, and boat launching. Rentals of ski and snow play equipment and snowmobiles are also included.

Lift, Tow, and Ski Schools. Includes charges for use of all types of uphill transportation facilities and for sports lessons and training.

1. Gross Fixed Assets (GFA). The total capitalized cost of improvements, equipment, and fixtures necessary and used to generate sales and other income during the permit year on the permitted area or within the development boundary shown in this permit.

GFA will be established by and changed at the sole discretion of the Forest Service based on the current interpretation of guidelines supporting the Graduated Rate Fee System.

- a. Costs of the following items verified by a representative of the Forest Service to be in existence and use by the holder are included:

- (1) Identifiable structures, major equipment, such as road maintenance equipment, or land improvements which play a distinct role in generating sales.
- (2) Identifiable holder costs to provide utility services to the area. Utility services that extend beyond the development boundary may be included in GFA to the extent they are necessary for the generation of sales and are paid by the holder

- b. Such items as the following are not a part of GFA:

- (1) Assets that ordinarily qualify for inclusion in GFA but which are out of service for the full operating year for which fees are being determined.
- (2) Land.

- (3) Expendable or consumable supplies.
- (4) Intangible assets such as goodwill, organization expense, permit value, and liquor licenses.
- (5) Improvements not related to the operation.
- (6) Luxury assets, to the extent their design and cost exceed functional need.
- (7) Improvements not located on the permit sites within the development boundary (except for utility services identified in (1.a(2))).
- (8) Expensed assets.
- (9) Operating leases.

As of February 25, 1992, the initial GFA under this ownership has been determined to be \$ 1,391,328.75. If an error is found in the GFA amount, it shall be changed to the correct amount retroactive to the date the error occurred.

2. Sales. For the purpose of fee calculation, include (1) revenue derived from all goods and services sold which are related to operations under this permit, and (2) the value of gratuities not excluded by item g. Gratuities include such goods, services, or privileges as discounts, gifts, dividends, or benefits that are furnished to such individuals as stockholders, owners, creditors or other obligees, officers, employees or their families, at rates or under conditions not available to the general public. Such gratuities shall be sales-priced by the holder at the current price to the public.

The following items shall be excluded from gross receipts or revenue to arrive at sales:

- a. Refunds from returned merchandise and receipts from sales of real and nonrental personal property used in the operation. Sales of property, such as rental equipment, previously used for generating operating revenue, when sold on the premises, shall be included in gross receipts. Examples of this are such rental items as boats, motors, skis, or boots, which may be sold periodically and replaced. If such equipment is traded in or sold off premises, the value or revenue shall be excluded from sales.
- b. Rents paid to the holder by sublessees, even if based on sales. (The gross sales of sublessees are included as provided under item (1)).
- c. Amounts received for goods sold, services rendered, or privileges granted at a price lower than the holder's current price to the public. (The full value is included as provided under item (2).)

- d. Sales taxes and Federal and State gasoline taxes collected from customers that were paid or are payable directly to taxing authorities.
- e. Amounts paid or payable to a Government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.
- f. Value of sales where the holder is serving as a collection or sales agent for businesses not directly associated with the permitted operation. This includes such things as bus or sightseeing-ticket sales for trips not related to activities on the permitted area, telephone-toll charges, and accident- insurance sales.
- g. Items listed in a policy statement prepared by the holder pertaining to gratuities previously approved in writing by the Forest Supervisor. The policy statement will describe how gratuities are to be recorded. A record of all gratuities shall be kept by the holder as a part of the records under this permit.
- h. Franchise Receipts. Defined as amounts paid the holder by sublessees, as determined at the time franchise operations are authorized, solely for the opportunity to do business at a specific location, possibly in addition to a stated rental fee. Franchise receipts may be in the form of fixed amounts of money or reduced prices for the franchiser's product or service. No franchise operations will be undertaken until approved, in advance, by the Forest Supervisor.
- i. Commission payments received by the holder for serving as an agent or providing services such as those described in item e and f above.  
(A-2)

22. Other Stipulations (Graduated-Rate Fee System)

The annual fees due the United States for those activities authorized by this permit shall be calculated on sales according to the schedule below.

Kind of business	Break-even point (Sales to GFA) (Percentage)	Rate Base (Percentage)	Balance of sales rate (Percentage)
Grocery	70	.75	.85
Service, cars	70	1.30	1.60
Merchandise	70	1.50	1.80
Rentals and Services	30	4.50	5.95

A weighted-average break-even point (called the break-even point) and a weighted-average rate base (called the rate base) shall be calculated and

used when applying the schedule to mixed business. If the holder's business records do not clearly segregate the sales into the business categories authorized by this permit, they will be placed in the most logical category. If sales with a different rate base are grouped, place them all in the rate category that will yield the highest fee. Calculate the fee on sales below the break-even point using 50 percent of the rate base. Calculate the fee on sales between the break-even point and twice the break-even point using 150 percent of the rate base. Calculate the fee on sales above twice the break-even point using the balance of sales rate.

To the above basic fee will be added the fee for commissions calculated by applying the weighted average fee rate to revenue collected as commissions. The weighted average fee rate is derived by dividing the total basic fee by sales.

The minimum annual fee for this use, which is due in advance and is not subject to refund, will be equal to the fee that would result when sales are 40 percent of the break-even point. This fee will be calculated and billed by the Forest Service during the final quarter of the holder's fiscal year using the most recent GFA figure and previously reported sales data for the current year, plus, if the operating season is still active, estimated sales for the remainder of the year. (A-3)

#### 23. Rate Redetermination

Upon determination by the Chief of the Forest Service that sufficient changes have occurred in conditions relating to specific kinds of business to warrant review, break-even points and rates will be reexamined and, if appropriate, new schedules will be prepared by the Forest Service to be effective in all permits authorizing such business or businesses. The charges for this permit will be developed according to the new schedule, as of, and effective on, the beginning of the holder's business year following approval of the revised rate scheduled.

Provided, however, that the method of fee determination and/or the annual flat fee may be adjusted when determined necessary by the Forest Service in order to place the charges on a basis commensurate with the value of use authorized by this permit. (A-4)

#### 24. Concession Payment, Graduated-Rate Fee System

Reports and deposits required as outlined above shall be tendered in accordance with the schedule below. They will be sent or delivered to the Collection Officer, Forest Service, USDA, at the address furnished by the Forest Supervisor. Checks or money orders will be payable to "Forest Service, USDA."

The holder will:

- (1) During the final fiscal quarter, pay within 15 days of billing by the Forest Service, the annual minimum fee for the next year.
- (2) The holder shall send to the Forest Supervisor on or before

January 30th of each year a statement of sales as defined in the Sales Terms and Conditions of this permit for itself and each sublessees for the same period. The holder must also provide within three (3) months after close of its operating year a balance sheet representing its financial condition at the close of its business year, an annual operating statement reporting the results of operations including yearend adjustments for itself and each sublessee for the same period, and a schedule of gross fixed assets adjusted to comply with the terms of this permit in a format and manner prescribed by the Forest Service.

If the holder fails to report all sales in the period they were made or misreports gross fixed assets and the Forest Service determines that additional fees are owed, the holder shall pay the additional fee plus interest. Such interest shall be assessed at the rate specified in clause 25 and shall accrue from the date the sales or correct gross fixed assets should have been reported and fee paid until the date of actual payment of the underpaid fee.

- (3) Within 15 days of receipt of a statement from the Forest Supervisor, pay any additional fee required to correct fees paid for the past year's operation.
- (4) Report sales, calculate fees due and make payment each calendar quarter except for quarter and periods in which no sales take place and the holder has notified the Forest Service that his operation has entered a seasonal shutdown for a specific period. Reports and payments will be made by the 15th of the month following the end of each reportable period.

The Forest Supervisor, prior to March 30th, will furnish the holder with a tentative rate which shall be applied to sales in the fee calculation (item (4)), such rate to be one that will produce the expected fee based on past experience. The correct fee will be determined at the end of the year and adjustment made as provided under item (3). Any balance that may exist will be credited and applied against the next payment due.

All fee calculations and records of sales and GFA are subject to periodic audit. Errors in calculation or payment will be corrected as needed for conformance with those audits. (A-5)

#### 25. Late Payment Interest Charge

Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3717, et seq., and regulations at 4 CFR 102.13, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by United States Department of Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, the cost of processing and handling the overdue payment shall be added to the amount due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday. (A-6-R5)

26. Access to Records

For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, as well as those of sublessees operating within the authority of this permit, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records will be made at dates convenient to the holder and reviewers. Financial information so obtained will be treated as confidential as provided in regulations issued by the Secretary of Agriculture (36 CFR 200.6(f)).

The holder will retain the above records and keep them available for review for 5 years after the end of the year involved, unless disposition is otherwise authorized by the Forest Service in writing. (A-7)

27. Accounting Records.

The holder shall follow generally accepted accounting principles in recording financial transactions and in reporting results to the Forest Service. When requested by the Forest Service, the holder at own expense, will have the annual accounting reports audited by a public accountant acceptable to the Forest Service. The holder will require sublessees to comply with these same requirements. The minimum acceptable accounting system will include:

- (1) Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this permit. Receipts should be recorded daily and, if possible, deposited into a bank account without reduction by disbursements.

Receipt entries should be supported by such source documents as cash-register tapes, sale invoices, room-rental records, and cash accounts from other sources.

- (2) A record of all disbursements, including capital items, and a permanent record of investments in facilities (gross fixed assets).
- (3) Preparation and maintenance of such special records and accounts as may be specified by the authorized forest officer.
- (4) Bank accounts will be maintained separately for the businesses conducted under this permit and not comingled with those for other businesses of the holder. (A-8)

28. Printed Fee Clause

The fees due the United States for this use shall be deposited with the Unit Collection Officer, Mammoth Ranger District, P.O. Box 148, Mammoth Lakes, CA 93546, in the form of check, draft, or money order made payable to "Forest Service, USDA". (A-9)

29. Nondiscrimination, Services

During the performance of this permit, the holder agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the holder 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 holder 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 of 1975).
- c. The holder 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. (B-2-R5)

30. Indemnification of United States

The holder 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-8)

31. Insurance Clause

The holder shall have in force public liability insurance covering: (1) property damage in the amount of Twenty-Five Thousand dollars (\$ 25,000.00 ), and (2) damage to persons in the minimum amount of One Hundred Thousand dollars (\$ 100,000.00 ) in the event of death or injury to one individual, and the minimum amount of Three Hundred Thousand dollars (\$ 300,000.00 ) in the event of death or injury to more than one individual. The coverage shall extend to property damage, bodily injury,

or death rising out of the holder'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 holder's contractually assumed obligation to indemnify the United States. The holder shall 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, 873 N. Main St., Bishop, CA 93514, by the insurance company. (B-10)

32. Risks and Hazards

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, right-of-way, and 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. (B-24)

33. Construction Safety

The holder shall carry on all operations in a skillful manner, having due regard for the safety of employees; and shall safeguard with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons. (B-25)

34. Health, Safety, and Environmental Protection

Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arise out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the Mammoth RV Park, and (3) that causes or threatens to cause:

- (a) a hazard to the safety of workers or to public health or safety, or
- (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities. (B-26)

35. Area Maintenance

The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked. (B-31)

36. Sanitation

The operation and maintenance of all sanitation, food service, and water-supply methods, systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

The holder shall dispose of all garbage and refuse in a place and manner specified by the Forest Officer in charge. (B-33)

37. Refuse Disposal

The holder shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds in the following manner: Mono County Sanitary Landfill. (B-34)

38. Site Development Schedule

As a part of this permit, a schedule for the progressive development of the permitted site and installation of facilities shall be prepared jointly by the holder and the Forest Service. Such a schedule shall be prepared by completed on 12/31/93, and shall set forth an itemized priority list of planned improvements and the due date for completion. This schedule shall be made a part of this permit. The holder may accelerate the scheduled date for installation of any improvement authorized, provided the other scheduled priorities are met; and provided further, that all priority installations authorized are completed to the satisfaction of the Forest Service and ready for public use prior to the schedule due date.

All required plans and specifications for site, improvements, and structures included in the development schedule shall be submitted to the Forest Service at least forty-five (45) days before the construction date stipulated in the development schedule.

In the event there is agreement with the Forest Service to expand the facilities and services provided on the areas covered by this permit, the holder shall jointly prepare with the Forest Service a development schedule for the added facilities prior to any construction. Such schedule shall be made a part of this permit. (C-1)

39. Site Plan

The holder shall prepare site plans to show the location of all buildings, service areas, roads, and structures. Such plan shall be on a scale of 1" = 40' with 2 - 5 foot contour intervals. The holder is encouraged to consult with the authorized officer during the preparation of the site plan to ensure that it is adequate and to gain multiple-use compliance. No construction shall be undertaken by the holder prior to site plan approval. (C-2)

40. Site Grading Plans

The holder shall prepare grading plans, profiles and cross-sections to show precise elevations, excavations, and other details related to the installation of buildings, structures, or improvements on the permitted-use area. Such plans shall involve provisions for drainage, retaining structures, seeding, and planting, to be made for the prevention and control of erosion on the permitted area and National Forest lands adjacent to the permitted area, insofar as the latter may be influenced by the permitted use. (C-4)

41. Site Planting Plans

The holder shall submit plans to reasonably restore or protect all areas disturbed during construction. Such plans will identify plant material by botanical name, size, and location. Each stage of construction will be considered complete only upon completion and acceptance of the successful seeding and planting in the vicinity of construction. All seeding and planting required on the permitted area shall be completed according to the development schedule. (C-5)

42. Building and Service System Plans

Enter into the blank space the name of the building code which is most commonly used in the area from the following list: (1) Basic Building Code (BOCA), (2) National Building Code (NBFU), (3) Southern Building Code (SBCC), or (4) Uniform Building Code (ICBO).

All plans and specifications for buildings shall be prepared by an architect licensed in the State in which the building will be located. The plans shall be in accordance with the Uniform Building Code as adopted by the Town of Mammoth Lakes.

Building plumbing shall be in accordance with the National Plumbing Code. The electrical system shall be in accordance with the National Electrical Code. Other systems shall be designed in accordance with recognized standards.

Plans shall be submitted to the authorized officer for approval prior to beginning of construction.

The holder shall submit to the authorized officer a certification by the architect or engineer who inspected construction that the building has been constructed in accordance with the approved plans before the building is approved for use. (C-6)

43. Timber Cutting

The holder agrees, as directed by the authorized officer, to cut into commercially usable lengths and deck for disposal by the Forest Service, any and all merchantable timber, not needed by the holder for the permitted use, which is cut from the National Forest lands occupied hereunder. This material will be disposed of by the Forest Service provided that the Forest Service may sell or otherwise dispose of standing merchantable timber to

third parties when such timber can be felled and removed without undue interference with the operation of the holder. Unmerchantable material, including tops and branches, shall be disposed of by Mono County Landfill, unless directed otherwise. (C-11)

44. Site Development Plans

This permit is contingent upon the installation layout and development plans as submitted by the holder and approved as a part of this permit for this specific location. Any and all subsequent relocations, alterations, revisions, additions, construction, or reconstruction of housing and mounting facilities, including antenna towers or masts, shall require advance notification and approval of the Forest Service and advance modification of this permit. (C-16)

45. Electrical Wiring

All electrical wiring will be installed and maintained in strict compliance with the safety rules dealing with electrical supply and communication lines which are set forth in the National Electric Safety Code and also with all applicable local codes. Upon the completion of the installation covered by this permit, the holder shall deliver a written certification to the Forest Service that all of said safety requirements for wiring have been met. (C-17)

46. Water Pollution

The holder 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. No waste or byproduct shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies. (D-2-R5)

47. Esthetics

The holder 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. (D-3)

48. Surveys, Land Corners

The holder shall protect, in place, all public land survey monuments, private property corners, and forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2)

the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858. (D-4)

49. Vandalism

The holder will take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, will call in the appropriate law-enforcement officer. (D-5)

50. Erosion Control

Slope stabilization and the prevention of soil erosion and gullyng throughout the permitted area and adjacent lands will be accomplished by carrying out the provisions of an erosion control plan prepared by the holder and approved by the authorized officer. (D-6)

51. Revegetation, Surface Restoration of Ground Cover

Holder shall be responsible for prevention and control of soil erosion and gullyng on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation. (D-9)

52. Revegetation, Surface Restoration of Topsoil

Topsoil shall be stripped from the permitted area and be deposited in storage piles apart from other excavated material. After the desired amount of material has been removed, and the resulting pit has been rimmed and smoothed as required, the stored topsoil shall be evenly spread over exposed subsoil to the extent that may be practicable and shall be revegetated. (D-10)

53. Revegetation, Surface Restoration, Seeding or Planting

Seeding or planting will be done at a time of the year, in a manner, and with species which the District Ranger considers offer the best chance of success and will be repeated annually until such areas are accepted in writing by the District Ranger as satisfactorily revegetated and stabilized. (D-11)

54. Butane and Propane Installations

All butane, propane, or other liquified petroleum gas equipment shall be installed and operated in accordance with the laws and regulations of the State. (D-14)

55. Timber Payment

All National Forest timber cut or destroyed in the construction of the permitted improvements shall be paid for at current stumpage rates for similar timber in the National Forest. Young-growth timber below merchantable size will be paid for at current damage-appraisal value; and all slash and debris resulting from the cutting or destruction of such timber shall be disposed of as necessary or as the Forest Service may direct. (D-17)

56. Pollution

The holder 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. In particular, the holder shall at all times comply with applicable local, State, and Federal requirements for pollution abatement. Failure of the holder to so comply may result in termination or suspension of this authorization. (D-15)

57. Long-term Use

Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 2012, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than one year prior to said date that such new authorization is desired. (E-2)

58. Trailer Use Limitation

No trailer may remain on the concession area for more than thirty (30) days in any one calendar year, except at sites specifically designed for storage in nonuse. At least 50 percent of developed trailer spaces will be reserved for use by visitors planning to stay for less than fifteen (15) days.

59. Roof

The roof shall be kept reasonably clear of leaves, twigs, and other debris. (F-5)

60. Electrical Wiring

All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association. (F-6)

61. Fire Equipment

The holder shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the

authorized officer. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the authorized officer. (F-7)

62. Slash Cleanup

The holder shall clean up slash and other flammable material for a distance of Thirty (30) feet from all buildings, tents, lumber piles, refuse dumps, or other structures covered by this permit. (F-8)

63. Spark Arrester and Engine Mufflers

A muffler or spark arrester satisfactory to the authorized officer shall be maintained on the exhausts of all trucks and tractors or other internal combustion engines used in connection with this permit. (F-11)

64. Right-of-way Clearing, Powerline

The holder shall clear designated parts of the powerline right-of-way and keep them clear as required by the Forest Service; shall trim all branches of trees in contact with or near the line; shall remove all dead snags and all trees which are leaning toward the line on or adjacent to the right-of-way; and shall observe such other fire precautions as may be required; but all waste material shall be burned or otherwise disposed of to the satisfaction of the Forest Service. The clearing width shall be restricted to that necessary for safe transmission, unless the specific permission of the Forest Service for a greater clearing width is obtained. (F-15)

65. Fireworks

No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon. (F-22)

66. Fencing Permission

No fences shall be erected upon the premises, except by written permission of the authorized officer. (H-1)

67. 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 authorized officer in the form of a new permit or permit amendment. (X-3)

68. Animals and Fowl

No animals or fowl, other than household pets, shall be kept upon the premises. (X-7)

69. Services Not Provided

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. (X-14)

70. Superseded Permit

This permit supersedes a special-use permit designated: Special Uses/147 Trailer Camp, to Manzanita Trailer Lodge, signed by John W. Roupp (Acting Forest Supervisor) on April 26, 1982 . (X-18)

71. Area Access

The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof. (X-19)

72. Regulating Services and Rates

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 holder may be required to furnish 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 holder shall not be required to charge prices lower than those charged by comparable or competing enterprises. (X-22)

73. Gambling

Gambling or gambling machines or devices will not be permitted on National Forest System lands regardless of whether or not they are lawful under State law or county ordinances. (X-24)

74. Liquor Sales Prohibited

*(Deleted this section 1/1/82)*  
The sale of liquors or other intoxicating beverages is expressly prohibited on the area covered by this permit. (X-25)

75. Signs

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, as determined by the Forest Service. (X-29)

76. Advertising

The holder in any 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 his permit,

or the area covered by it or tributary thereto. The fact that the permitted area is located on the Inyo National Forest shall be made apparent in all of the holder'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 the Inyo National Forest and that the facility will be operated on a non-discriminatory basis. If photographs and/or other graphics are used, they will convey the message of equal opportunity. All advertising material must be approved by Forest Service prior to use. (X-30-R5)

77. Holder's and User's Conduct

Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with permission shall upon proof thereof, be cause for termination of this permit. (X-40)

78. Notification of Sale and Transfer of Ownership of Improvements

The holder is not required to obtain the consent of the Forest Service to the sale of permitted improvements. However, the holder shall immediately notify the Forest Supervisor when a sale and transfer in ownership of the permitted improvements is planned. There is no obligation on the part of the Forest Service to issue a special-use authorization to the person(s) acquiring the improvements. (X-43)

79. Corporation Status Notification

1. The holder shall notify the authorized officer within fifteen (15) days of the following changes:
  - a. Names of officers appointed or terminated.
  - b. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.
2. The holder shall furnish the authorized officer:
  - a. A copy of the articles of incorporation and bylaws.
  - b. An authenticated copy of a resolution of the board of directors specifically authorizing a certain individual or individuals to represent the holder in dealing with the Forest Service.
  - c. A list of officers and directors of the corporation and their addresses. (X-46)

80. Nonexclusive Use

This permit is not exclusive; that is, the Forest Service reserves the right to use or permit others to use any part of the permitted area for

any purpose, provided such use does not interfere with the rights and privileges hereby authorized. (X-49)

81. Stored Trailer Use

House trailers, while in a storage area, may not be occupied. Occupancy will require moving the trailer to a site or location developed for use. (X-65)

82. Performance by Other Than Holder

The acquisition or assumption by another party under an agreement with the holder of any right or obligation of the holder under this permit shall be ineffective as to the Forest Service unless and until signed by the authorized Forest officer. A subsequent acquisition or assumption shall not:

1. Operate to relieve the holder of the responsibilities or liabilities they have assumed hereunder, or
2. Be given unless such other party
  - (a) Is acceptable to the Forest Service as a holder, 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. (X-69)

83. Holder Representative

The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder will notify the District Ranger in writing who the representative will be. (X-71)

84. Disputes

Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 251, Subpart C (54 FR 3362, January 23, 1989), or revisions thereto. (X-96)