

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ELDORADO NATIONAL FOREST
PLACERVILLE, CALIFORNIA

IN REPLY REFER TO

2710

Water Transmission, 10/14/64
(Other Than FPC)
Gerle Creek Summer Home Assn.

October 14, 1964

Gerle Creek Summer Home Association
% Paul E. Fietsch, President
4352 Townsend Avenue
Oakland 2, California

Dear Mr. Fietsch:

Reference the above-designated Special Use Permit.

Attached is the original approved copy of this Permit for
your files.

Sincerely yours,


R. C. BANGSBERG
Lands Officer

Attachment

cc - Pacific



SPECIAL USE PERMIT

Act of June 4, 1897, or February 15, 1901
This permit is revocable and nontransferable

NAME OF PERMITTEE GERLE CREEK SUMMER HOME ASSN.	KIND OF USE Water Transmission (Other than FPC)
DATE OF PERMIT OCT 14 1964	FILE CODE 2710

REGION 5	STATE California	FOREST Eldorado	RANGER DISTRICT Pacific
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Permission is hereby granted to GERLE CREEK SUMMER HOME ASSOCIATION
of % Paul E. Fietsch, President
4352 Townsend Avenue, Oakland 2, Calif.,
hereinafter called the permittee, to use subject to the conditions set out below, the following described
lands or improvements:

Portions of NW¹/₄ of Section 11, T. 13 N., R. 14 E., M.D.B.&M.

This permit covers .25 acres and/or 1.1 miles and is issued for the purpose of:

Construction of a water system for the Gerle Creek Summer Home Tract consisting of the following:

1. A point of divergence on Gerle Creek.
2. Two ~~5~~500 gallon tanks for water storage.
3. A 4" pipeline running from the point of divergence to the tank and then to the summer home tract.

The exercise of any of the privileges granted hereby constitutes acceptance of all the conditions of this permit.

ISSUED FREE UNDER REGULATION U-11.

~~1. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of _____ Dollars (\$ _____) for the period from _____ 19____, to _____ 19____, and thereafter annually on _____ Dollars (\$ _____):~~

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

2. Construction or occupancy and use under this permit shall begin within 1 months, and construction, if any, shall be completed within 2 months, from the date of the permit. This use shall be actually exercised at least 150 days each year, unless otherwise authorized in writing.

3. 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.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

5. This permit is subject to all valid claims.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 above 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.

13. In case of change of address, the permittee shall immediately notify the forest supervisor.

14. 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.

15. 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.

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

17. This permit is accepted subject to the conditions set forth above and to conditions 18 to 23 attached hereto and made a part of this permit.

DATE	SIGNATURE OF ISSUING OFFICER	TITLE

18. All construction within summer home tract to be as shown on attached Layout Plan - marked EXHIBIT A.
19. All slash and debris created by right-of-way clearing (road and pipeline) must be piled for burning in the fall or cut into short lengths and scattered along the right-of-way.
20. Ditch shall be backfilled and tamped and cross-drained on slopes to the satisfaction of the District Ranger.
21. District Ranger will specify on ground drainage requirements for permanent access roads. Temporary construction roads will be obliterated and cross-drained as required by the District Ranger.
22. Storage tanks will be constructed in a manner to be compatible with other buildings in the summer home tract. Overflow drain will be piped to a natural drainage.
23. Following completion of construction, an as built layout plan will be prepared for attachment to this permit showing complete underground construction details, location of Gerle Creek divergence, main pipeline, and size and location of storage tanks.

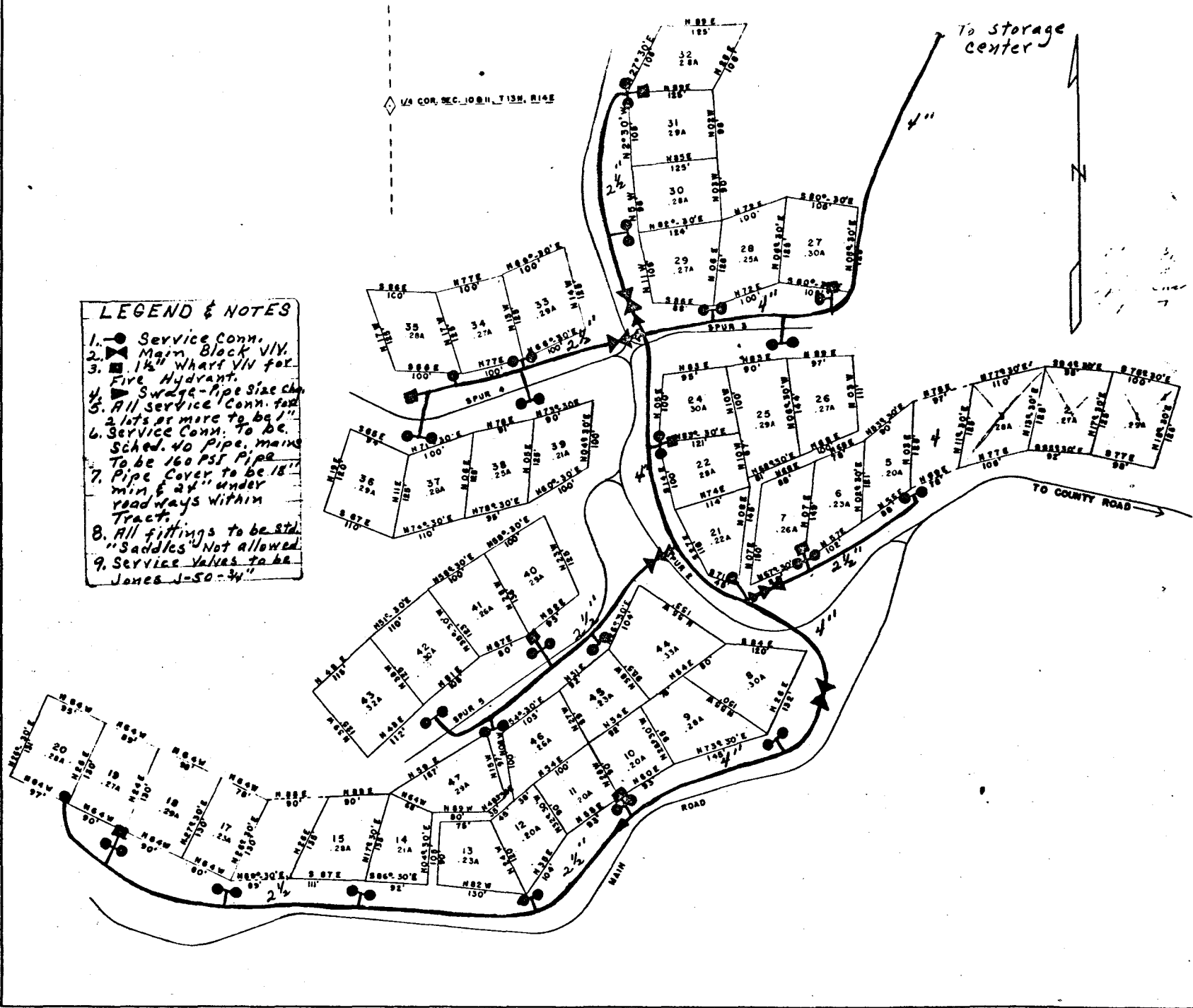
GERLE CREEK SUMMER HOME ASSOCIATION

By Paul A. Zietsch
PresidentAPPROVED: OCT 14 1964
DateW. H. Sampson
ACTING FOREST SUPERVISOR

ELDORADO NATIONAL FOREST
 GERLE CREEK TRACT
 SECS. 10&11, T18N, R14E, M.D.M.
 CALIFORNIA

LAYOUT PLAN
 EXHIBIT A

MEAN MAR DEGL. 17°-45'E
 SCALE 1" = 150'



LEGEND & NOTES

1. ● Service Conn.
2. ■ Main Block VIV.
3. ▣ 1 1/2" Whart VIV for Fire Hydrant.
4. ▽ Swage-pipe Size ch
5. All service Conn. for 2 lots or more to be 1"
6. Service Conn. to be Sched. 40 pipe, main to be 160 PSI Pipe
7. Pipe Cover to be 18" min & 24" under roadways within Tract.
8. All fittings to be std. "Saddles" Not allowed
9. Service Valves to be Jones J-50-34"