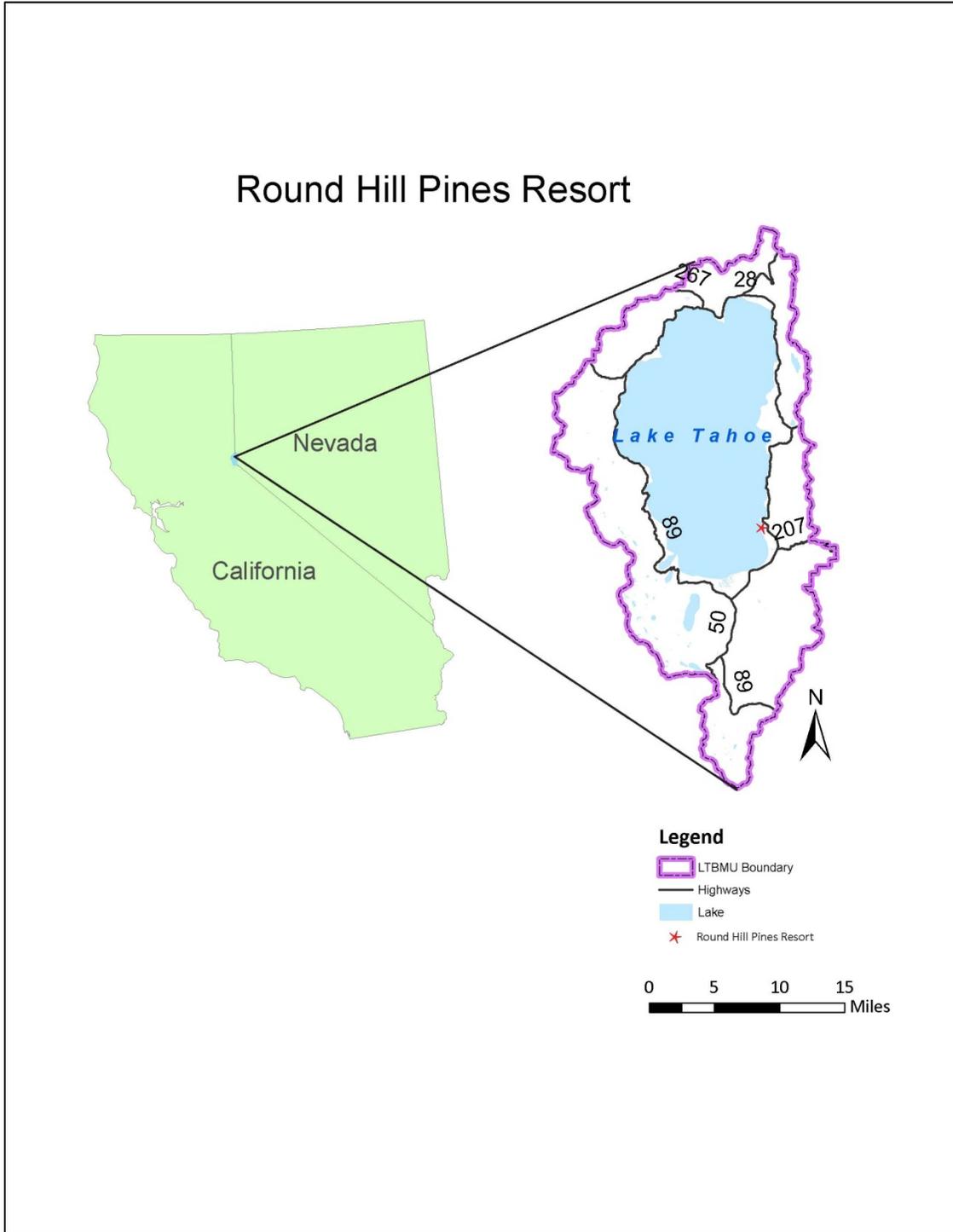


APPENDIX A | Vicinity Map

Lake Tahoe Basin Recreation Vicinity Map

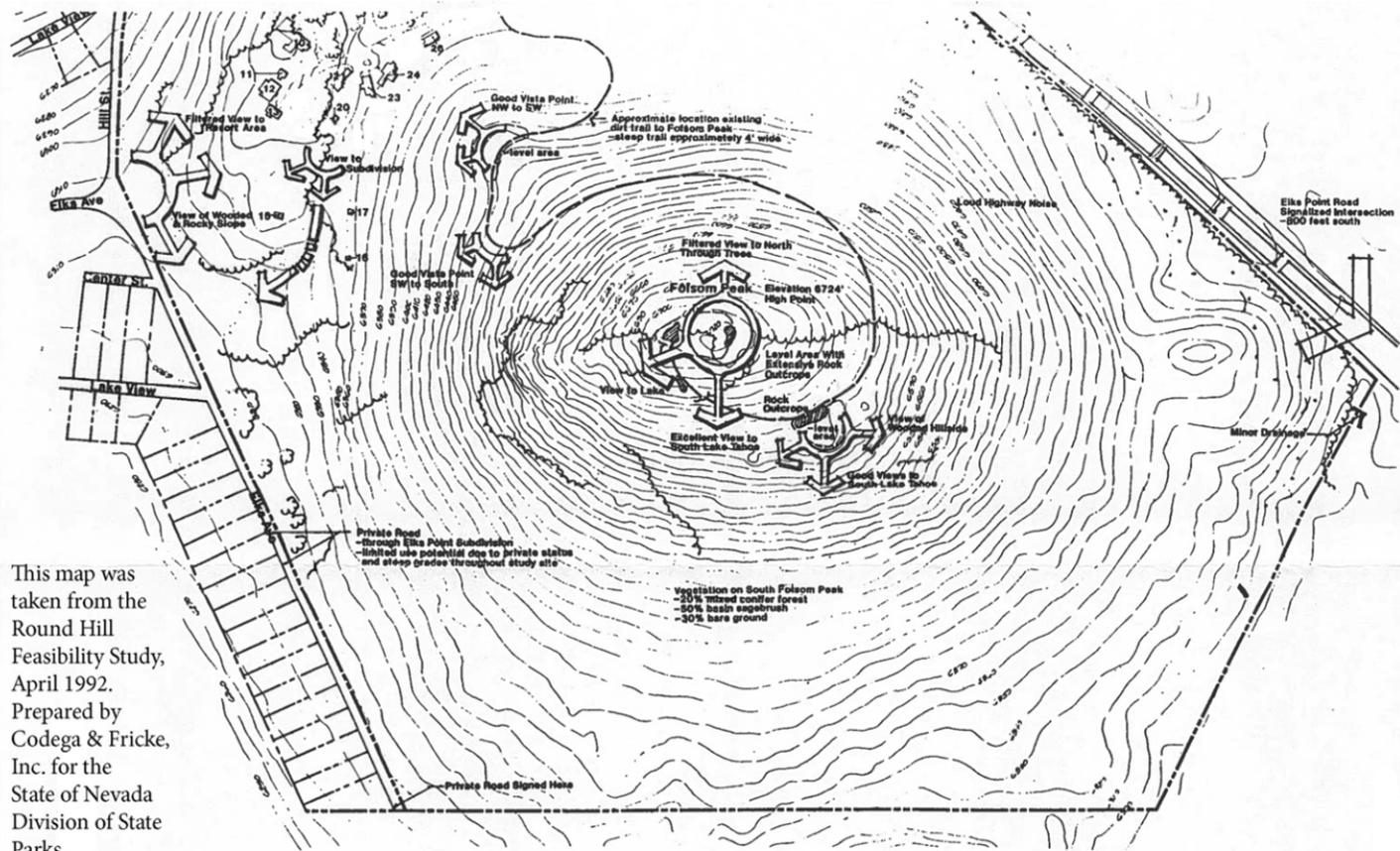


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APPENDIX B | Recreation Site Map

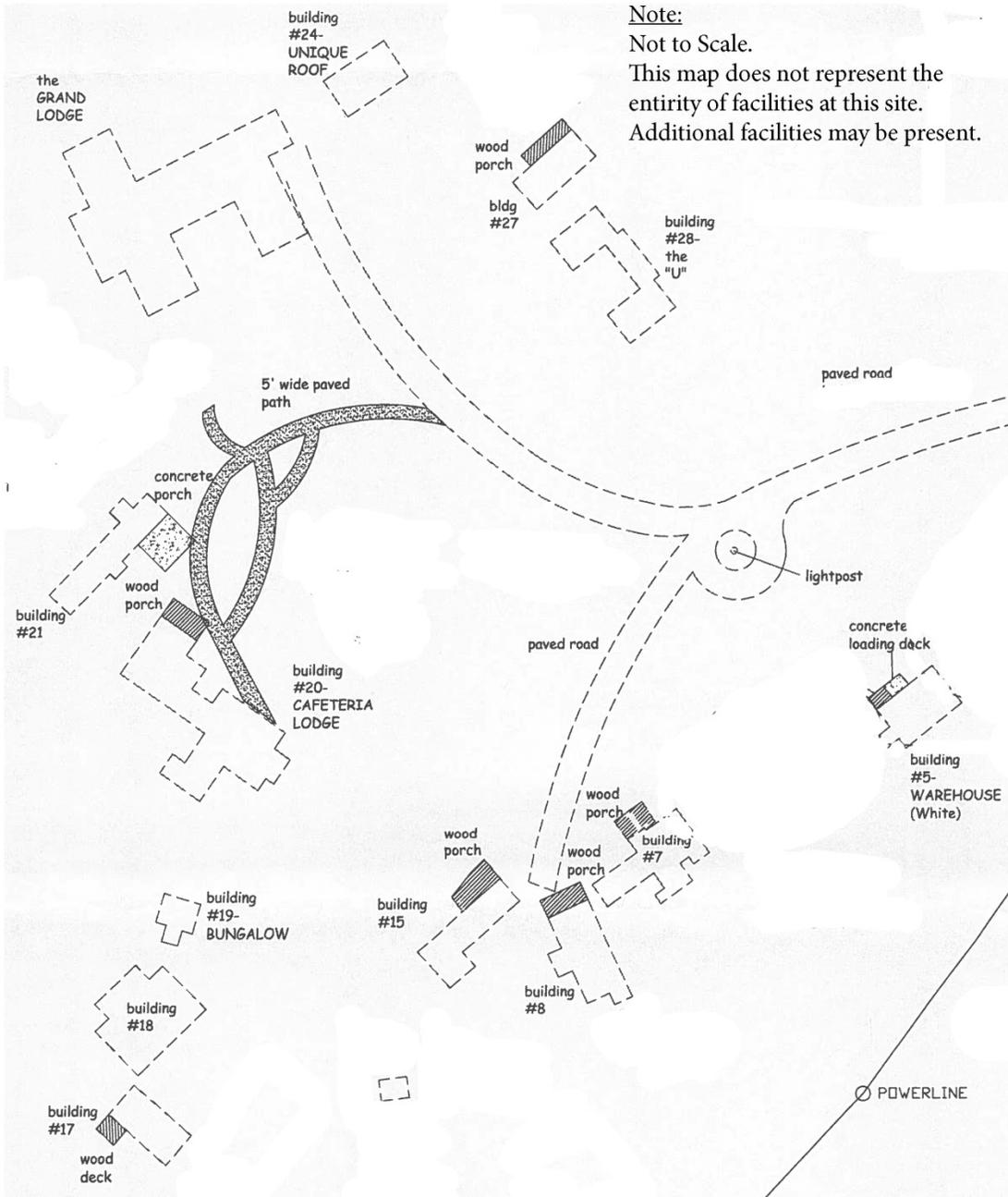
Round Hill Pines Resort

This map is not intended to include every amenity associated with each site (see Appendix C for a full inventory of Government-owned facilities and improvements). Also not included in this appendix are schematic maps of common improvements such as utility line locations. Detailed maps of these systems are available from Lake Tahoe Basin Management Unit Forest Supervisor's Office and Douglas County Public Works Department. Maps included in this appendix come from "Round Hill Feasibility Study" published by the Nevada Division of State Parks (March 1992).



This map was taken from the Round Hill Feasibility Study, April 1992. Prepared by Codega & Fricke, Inc. for the State of Nevada Division of State Parks.

Upper Cabin Complex Existing Condition



Appendix C | Government Facility Inventory

Introduction

The Federal Government owns the following improvements within the permit boundary at Round Hill Pines. This inventory includes a description, quantity, and image of each improvement. Replacement costs are not included in this inventory as the Forest Service does not want to replace any of the existing facilities on site in their current condition or configuration.

Please note that it is Forest Service policy (FSM 2330.50) to provide universally designed recreation sites, facilities and constructed features through the use of designs that accommodate most people, including people with disabilities, while maintaining the setting. For example, features such as picnic tables, fire rings, and toilet structures that are purchased or constructed are to meet current Architectural Barriers Act of 1968, as amended (ABA) standards for accessibility so that any person can use those facilities wherever they are located. In addition, construction of new facilities or the replacement of existing infrastructure must meet with the Forest Service Built Environment Image Guide (BEIG) specifications. The BEIG can be found at <http://www.fs.fed.us/recreation/programs/beig/>. Please make sure design standards for the North Pacific Province and alpine settings are followed.

Insured Property

Insured properties are those properties that are essential to developed recreation site operation. Not all properties within a site need to be covered as there is little likelihood of a site being completely devastated by any one event. Coverage will extend to bodily injury or death arising out of the permit holder's activities under the permit, including but not limited to the occupancy and use of the structures, facilities, or equipment authorized under the permit. In the case of the developed recreation site offered by this prospectus, insured items include the pier for \$1 million. The Authorized Officer may require additional property insurance on facilities constructed as a result of an advanced fee offset agreement.

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Inventory

Day Use Area (Beach Area of the Property)

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Snack Bar Stage (Item does not include canvas tent shown in picture; tent property of the current permit holder.)	Building	161 ft ²	1	Poor	
Snack Bar Restroom	Building	878 ft ²	1	Poor	
Pool Storage	Building	190 ft ²	1	Fair	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Pool Pumphouse	Building	55 ft ²	1	Fair	
Parking Barrier (log with wood posts)	Barrier	345 In. ft.	345	Fair	 
Parking Barrier (rock)	Barrier	284 In. ft.	1	Good	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Stairway (concrete)	Erosion Control	14 ft ²	1	Fair	
Tennis Court Chain Link Fence	Fence	360 ft ²	1	Fair	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Parking Barrier Fence (treated lumber)	Fence	613 In. ft.	1	Fair	
Pool Fence (treated lumber)	Fence	228 In. ft.	1	Fair	
Dumpster Fence (treated lumber)	Fence	78 In. ft.	1	Fair	
Small Rock Retaining Wall	Erosion Control	-	1	Fair	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Stone Gateway (Resort entrance)	Fence	-	1	Poor	
Swimming Pool	Misc.	-	1	Fair	
Tennis Court (clay) (Item does not include 'sport court' matting that currently comprises court surface; sport court mat is property of the current permit holder.)	Misc.	-	1	Fair	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Beach Boardwalk (accessing pier)	Misc.	1402 ft ²	1	Poor	
Concrete Pathway to Pool	Misc.	80 ft ²	1	Fair	
<p>Snack Bar Patio (concrete)</p> <p>(Includes shelving and counter tops inside Snack Bar building.)</p> <p>(With the exception of newly-purchased dishwasher, item does not include appliances inside buildings or canvas tent shown in picture; these are property of the current permit holder.)</p>	Misc.	3771 ft ²	1	Fair	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
<p>Accessible/Social Impact Area (concrete)</p> <p>(Item does not include canvas tent shown in picture; tent property of the current permit holder.)</p>	Misc.	2160 ft ²	1	Fair	
Accessible Footpath	Misc.	-	1	Fair	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Bear-resistant Trash Receptacle	Misc.	-	6	Good	
USFS Resort Entrance Sign	Misc.	-	2	New	
Pier	Misc.	6,250 ft ²	1	Poor (Prior to 2012 construction.)	

Upper Cabin Complex (Interior Section of the Property)

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Forest Service Gate	Fence	-	1	Good	
Building No. 1	Building	990 ft ²	1	Unsafe for Occupancy	
Building No. 2	Building	500 ft ²	1	Unsafe for Occupancy	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Building No. 5 (Guest Cabin)	Building	560 ft ²	1	Unsafe for Occupancy	
Building No. 6 (Lodge)	Building	3,260 ft ²	1	Unsafe for Occupancy	
Building No. 9 (Double Cabin)	Building	770 ft ²	1	Unsafe for Occupancy	
Building No. 10 (Mess Hall)	Building	1,940 ft ²	1	Unsafe for Occupancy	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Building No. 11 (Cabin)	Building	250 ft ²	1	Unsafe for Occupancy	
Building No. 13 (Cabin)	Building	530 ft ²	1	Unsafe for Occupancy	
Building No. 20 (Boiler)	Building	108 ft ²	1	Unsafe for Occupancy	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Building No. 21	Building	700 ft ²	1	Unsafe for Occupancy	
Building No. 23	Building	870 ft ²	1	Unsafe for Occupancy	
Building No. 24	Building	920 ft ²	1	Unsafe for Occupancy	

FEATURE DESCRIPTION	FEATURE TYPE	SIZE	QUANTITY	CONDITION	IMAGE
Building No. 26 (Ice House)	Building	639 ft ²	1	Currently Used for Storage	

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APPENDIX D | Government Facility Inventory

List of Planned Rehabilitation Projects

The Lake Tahoe Basin Management Unit's scope of work listed below is to be completed primarily during the next three years of the special use permit. The timelines are approximate estimates and may change due to budget considerations, environmental review findings, weather, or contractor availability. The Forest Service will work with the permit holder and make every effort to avoid interruption of public services and concession operations during site construction or reconstruction. Implementation of these projects may result in temporary closures of day use areas and/or disruption to operations during construction. The Forest Service is not liable for any lost revenue, operating costs, or any other losses resulting from facility closures during construction or reconstruction of facilities.

The Forest Service initiated reconstruction of the Round Hill Pines pier in December 2012, with completion of the first phase anticipated by May 2013. Due to the complexity and cost of this pier rehabilitation project, construction timelines are multi-year in nature and will most likely require additional construction for completion of remaining pier elements such as the replacement of historic rock cribbing per State Historic Preservation Office direction.

The estimated schedule for site improvements within the next five years includes:

Pier Construction Phase Two (includes utilities)	est. 2014/2015
Reconfigure Access Road to Eliminate Pinch-point Turn	est. 2015

The U.S. Forest Service reserves the right to close all or a portion of any areas described in this prospectus for repairs, construction, or addressing risks to public health and safety. The Forest Service shall not be liable to the permit holder for lost revenue or any other losses resulting from facility closures during construction or reconstruction of facilities.

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APPENDIX E | Developed Site Standards

Meaningful Measures Standards

National quality standards for developed recreation sites have been established for the following key measures: health and cleanliness; safety and security; condition of facilities; responsiveness; and resource setting. Critical National Standards are identified in **bold** text below. If not met, the resulting conditions pose a high probability of immediate or permanent loss to people or property.

Key Measure – Health and Cleanliness:

1. **Visitors are not exposed to human waste.**
2. **Water, wastewater, and sewage treatment systems meet federal, state, and local water quality regulations.**
3. Garbage does not exceed the capacity of garbage containers.
4. Individual units and common areas are free of litter, including domestic animal waste.
5. Facilities are free of graffiti.
6. Restrooms and garbage locations are free of objectionable odor.
7. Constructed features are clean.

Key Measure – Resource Setting

8. **Effects from recreation use do not conflict with environmental laws (such as the Endangered Species Act (ESA), National Historic Preservation Act (NHPA), Clean Water Act (CWA), Threatened and Endangered Species (TES), etc.).**
9. Recreation opportunities, site development, and site management are consistent with recreation management system (Recreation Opportunity Spectrum (ROS), SMS, BBM) objectives, development scale, and Forest land and resource management plan (LRMP).
10. Landscape character at the developed recreation site is consistent with the Forest's scenic integrity objectives.
11. Visitors and vehicles do not exceed site capacity.

Key Measure – Safety and Security

12. **High-risk conditions do not exist in developed recreation sites.**
13. **Utility inspections meet federal, state, and local requirements.**
14. Laws, regulations, and special orders are enforced.

15. Visitors are provided a sense of security.

Key Measure – Responsiveness

16. **When signed as accessible, constructed features meet current accessibility guidelines.**
17. Visitors feel welcome.
18. Information boards are posted in a user-friendly and professional manner.
19. Visitors are provided opportunities to communicate satisfactions (needs, expectations).
20. Visitor information facilities are staffed appropriately during seasons of use and current information is available.
21. Recreation site information is accurate and available from a variety of sources and outlets.

Key Measure – Condition of Facilities

22. Constructed features are serviceable and in good repair throughout the designed service life.
23. Constructed features in disrepair due to lack of scheduled maintenance, or in compliance with safety codes (e.g., life safety, Occupational Health and Safety Administration (OSHA), environmental, etc.), or other regulatory requirements (such as ABA/ADA), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.
24. New, altered, or expanded constructed features meet Forest Service design standards and are consistent with an approved site development plan, including an accessibility transition plan.

Public Service Maintenance Standards

The following standards should be met in sites offering services to the public. These standards are necessary to ensure a pleasant recreation experience for the visitor.

25. Toilets, Showers, and Dressing Areas:

- Toilet bowls, risers, seats, seat covers, and urinals free of deposits on surfaces.
- Building interiors free of dirt, trash, graffiti, insects (dead or alive), and spider webs.
- Floors free of standing water.
- Chromeware clean and bright.
- Toilet paper, towels, and seat covers (where provided), stocked to last until the next day and/or cleaning.
- Unpleasant odors (both sewage and chemical) minimized.

26. Toilets and Other Buildings (exterior):

- Walkways and trails clean and clear of obstructions for public safety and accommodating people with disabilities.
- Floor mats clean.
- Exterior walls free of graffiti.
- Roof generally free of leaves and branches.
- Eaves free of wasp nests, bird nests, and spider webs.

27. Toilet Vaults:

- Vaults no more than three-fourths full.
- During pumping, the vaults should be cleaned as thoroughly as possible to help prevent the production of odors.

28. Tables and Benches:

- Tops and seats free of dirt, grease, and large carvings.
- Under portion free of spider webs, etc.
- Tops, seats, and legs secure and functional.

29. Fireplaces, Char-grills, Fire Rings, and Stoves:

- No more than half-full of ashes.
- All ashes and partially burned wood confined to fireplace or grill.
- Grill surface free of grease and food particles at time of ash removal.
- Pedestals and bases straight and secure, and components functional.
- Leftover firewood stacked beside unit.

30. Garbage Cans and Depositories (bear-resistant):

- Plastic liner half-full or less.
- Cans clean on the outside; all litter and debris picked up around cans or container.

31. Hand-pumps, Fountains, and Hydrants:

- All units free of grease or residue.
- All units secure and drip-free.
- Catch basins (drains) free of food particles, soaps, grease, debris, standing water, and functioning properly.

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APPENDIX F | Example – Government Maintenance, Reconditioning, Renovation, or Improvement (MRRI) Projects

Included below are anticipated governmental maintenance, reconditioning, renovation, or improvement projects. Items on this list could be changed, depending on use and condition of facilities, at the discretion of the authorized officer. Note that costs are estimates and actual costs may vary.

Standards:

Heavy wooden tables	Tables will be to Forest Service accessibility standards. Minimum 9ft. length, 3ft. redwood plank, stained (see Tenant Maintenance Plan for standards for painting), and properly anchored in place.
Pedestal barbeque	Type FC-1193 or equivalent.
Site sign posts	Acme posts and lettering systems or equivalent replacement in kind for those sites not currently using Acme.
Bulletin boards	Forest Service will provide design standards.
Barriers / barricades	Forest Service will provide design standards.
Restroom roofs	In kind replacement.
Ground fireplaces	Type FC-30-G or equivalent.
Water line breaks	As directed by Forest Service.
Door closures	Acme 78 Door Closer (parallel arm closer) or equivalent.
Restroom partitions	Must have Forest Service approval prior to purchase.
Road rehabilitation	Must have Forest Service approval prior to project performance.

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APPENDIX G | Example – Holder Maintenance, Reconditioning, and Renovation (MRR) Projects

Applicants should include their proposed holder maintenance, reconditioning, and renovation projects in their application package. Following this type of holder maintenance schedule should prove useful to the holder in order to meet performance evaluation criteria and minimum standards. NOTE: The example holder maintenance tasks list below is an all-inclusive list of the tasks needed to maintain and recondition a recreation site. These maintenance requirements will be included in the operating plan. Standards for these requirements will be provided by the Forest Service.

MAINTENANCE ITEM	FREQUENCY	REMARKS
Replace broken barriers, site markers, signs, fences, and posts, etc.	Within 1 week of occurrence or notification by the Forest Service.	All barriers will be pressure treated with approved preservative. Replacement barriers will be of the same size as the barrier being replaced unless prior approval is obtained from the USFS. Site markers will be the same kind and material as the original marker; numbers and letters will be reflectorized. Non-traffic signs will be installed with the bottom no less than 3 ft. above the ground surface. All traffic sign will follow the most current Manual on Uniform Traffic Control Devices. A 4x4 post will be buried no less than 24 inches; a 4x6 post will be buried no less than 36% of its length; a 6x8 or larger post will be buried no less than 36 inches.
Straighten barriers and adjust height to uniform levels, including stone barriers.	Each season, before opening and as needed during the season, within 1 week of occurrence.	All vertical barriers will be perpendicular to the ground. Barriers will not lean. The tips of all wood barriers will be approximately the same height above the ground (within 2 inches). All horizontal (rail) barriers will be parallel to the ground line. All hardware will be the same height above the ground (within 2 inches). All horizontal (rail) barriers will be parallel to the ground line. All hardware will be in place and nuts/bolts will be snug. All stone barriers will be placed ½ to 1/3 of their average height below grade. The minimum rock size should be 500 lbs. or approximately 3 cubic ft. The rock barriers should be no less than 1 foot from the edge of the roadway/spur.
Repair or replace all table tops, seats, or legs with decay or damage (Health and Safety concerns).	Each season, before opening and as needed during the season, within 1 week of occurrence.	All table tops and seats shall be free of jagged or sharp edges caused by decay or damage. No splintered edges. All surfaces shall be securely fastened. Planks that are fractured (split along their length or at the ends) will be replaced. All table legs will be securely fastened with no protruding nails or bolts. Legs will be replaced when decay is visible at the base.

MAINTENANCE ITEM	FREQUENCY	REMARKS
Maintain numbering system on day use tables.	By July 1, and then throughout season.	Maintain metal tags on bottom of tables, replacing them when missing, or making sure they are securely attached to table.
Refinish and stain or paint wood tables; worst condition first, rest in descending order.	Tables at each facility annually, prior to July 1 st .	Tables will be prepared by having old paint scraped off and boards properly prepared to accept new paint; surfaces to be painted shall be free of dirt, dust, oil, scale, or any other substance that may interfere with the adhesion of the specified coat: this may require sanding and smoothing. Forest Service approved paint, GSA #3011, Ace or Olympic Russett solid tone wood stain (full strength); all surfaces are to be painted; no painting will be done when temperature is below 45 degrees; surfaces shall be painted only when they are free from moisture; no painting shall be done with less than 72 hours of actual dry weather after rain or snow. Forest Service reserves the right to determine the specific tables to be maintained; all tables at Round Hill Pines Resort will be fully maintained every year prior to July 1.
Stain or paint all bulletin boards and fee station signs.	Prior to opening and as needed, annually.	Forest Service approved paint; bulletin boards will be prepared by having loose old paint scraped off, boards sanded and smoothed before new paint or stain is applied.
Clean water spigot drain areas of food debris.	As needed, no less than once annually; when clogged with grease, remove semi-annually.	Remove all litter and food debris from around the base of the hydrant. There shall be no standing water. Drainage gravel will be replaced when standing water is observed; if yellow jacket populations start to be a nuisance, then permit holder will initiate action to decrease populations with approved traps.
Remove ashes from barbecue grills; clean top of grills and remove all ashes from around base of grills.	Grills will be cleaned a minimum of three times per week, with two of the days being Monday and Friday; the third cleaning on the permit holder's choice of days.	Empty out all barbecue grills. Remove all unburnable trash (e.g., bottles, cans) when observed. Scrape all grease and food particles from the grills with either a wire brush or scrubber. Thoroughly rinse or wipe the grill top as a final step. Clean around grills and barbecues as needed to remove any signs of discarded or spilled ashes.
Eliminate "homemade" fire rings and fire ring additions.	Prior to opening and when observed during season.	Remove rocks a minimum of 25ft. from campsite or day use area (where applicable); remove ashes and unburned wood; return fire ring area to natural condition by spreading fresh dirt over burned area.

MAINTENANCE ITEM	FREQUENCY	REMARKS
Winterize and de-winterize all toilet buildings and water systems	Prior to opening and at closing, annually.	Forest Service standards; drain lines, remove standing water from toilets and place 8 oz. of full strength anti-freeze in bowl; dismantle traps and Sloan valves; post doors with public information signs stating facility is closed for season.
Inspect and repair all damaged or leaking plumbing fixtures; maintain water systems; clean all chaseways in toilet buildings.	Prior to opening and immediately upon discovery; annually prior to opening and during season and at closing; prior to opening, annually.	All restroom water drips and leaks will be repaired. Temporary repairs on restroom water pipes may be made (e.g., patches or clamps), but the split or broken portions will be replaced during the operating season. There shall be no standing water under sinks or around toilets or urinals caused by seal failure or faulty or damaged fixtures. Damaged fixtures will be replaced in kind. Gate valve heads will be complete and functioning; valve box covers will be functional and secured to culvert pipe valve box so they cannot be moved; valve boxes will be free of debris to allow access to gate valve heads; standalone water distribution points (water and drinking faucets) will be securely fastened to an adjacent 4x4 post, with the post constructed of treated wood. Restroom chaseways with paved floors will be swept clean. Walls and ceilings will be cleared of cobwebs and loose insulation. All tools, materials, and supplies in chaseways will be neatly stacked or placed where they do not obstruct the walkway; assure doors lock securely.
Inspect, repair, or replace all restroom entrance door closers that are not fully functional.	Prior to opening and as needed, annually.	Forest Service approved materials; Norton series 78 door Closer (parallel arm closer) or equivalent; all interior restroom doors will have fully functioning latches.
Inspect all vehicle gates and repair bent or damaged sections.	Prior to opening and as needed, annually.	Forest Service approved materials; assure all reflectorized barricade markers are in place and in good condition.
Pick up litter within site boundaries.	Daily.	Remove all litter observed on the grounds. Particular attention shall be given to the removal of all observed glass, bottles, cans, and similar objects that might cause injury to site visitors. Do not perform litter removal in an occupied campsite. Pick up litter in and around streams running through or adjacent to sites.
Paint entrance signs, shields, and frames.	Prior to July 1 st , annually.	Forest Service approved materials; frames may have to be water-sealed instead of painted.

MAINTENANCE ITEM	FREQUENCY	REMARKS
Install and remove boat and swimming area buoys and/or warning signs at swimming beaches.	Install prior to June 30 th , and remove before closing, but not prior to Labor Day weekend.	Install marker buoys of the type identified under the Nevada State Lands Division. These marker buoys shall have appropriate symbols with the logos or wording 'No Boats' or 'Boats Keep Out' or similar markings. There shall be no less than one (1) marker buoy every 50 feet between anchor points or boundary points. Marker buoys may be supplemented but not replaced by orange mooring buoys. Missing marker buoys shall be immediately replaced. Warning signs shall be located adjacent to the lakeshore where they are readable from a boat.
All ground steel/concrete firepits will be maintained in good condition.	Prior to opening, annually.	Concrete firepits will have smooth finish with minor surface exfoliation or cracking evident. Internal grill will be securely fastened.
Patch rodent and bird holes in wood restrooms and telephone booths; repaint to match restroom or booth.	As needed, prior to opening, annually.	Forest Service approved materials and standards.
Maintain all fences; all rotted posts replaced; all posts upright, straight and properly aligned.	As needed, prior to opening, annually.	All rails and posts will be of sound wood. Rails will be secured to posts or snug. Temporary supporting metal or wood posts may be installed to brace up a loose or broken post but a permanent replacement will be required by the end of the operating season. No nails will protrude from the fence.
Maintain all posters in like-new condition on bulletin boards.	Prior to opening and as needed during season.	Posters will not be curled, 'dog-eared', or rippled or faded; temporary or press-on signs will be in good condition and professional in appearance; permit holder will be responsible for providing posters; Forest Service will provide source; posters will be uniformly spaced on the bulletin boards, not grouped in one corner.
Return and anchor all displaced picnic tables to appropriate locations at all locations.	Prior to July 1 st , and within 1 week of observed.	After securing approval by authorized Forest Service personnel, picnic tables will be cabled or chained in place by the leg or brace. Cables or chains will be of sufficient size to require a bolt cutter or similar tool for cutting. The cable or chain will be connected to a buried anchor that may be concrete, block, or steel post or like material. No wood anchors shall be used. Anchors will be placed so they are not a tripping hazard or otherwise cause injury; tables will have all 4 legs in contact with the ground; no legs will be propped up with rocks or other objects.

MAINTENANCE ITEM	FREQUENCY	REMARKS
All campsite markers will be straight with numbers clearly visible from roadway.	Prior to July 1 st , annually; within 1 week of observance.	Forest Service standards; Carsonite posts with reflectorized letters or numbers, or equivalent; posts and lettering will be in good physical condition.
Replace all metal signs (particularly "No Parking" signs) when they fade.	Prior to opening, annually; within 1 week of observance.	All metal signs shall be legible and clearly visible at all times. The signs will be replaced when sunlight or other environmental factors has caused the numbers or lettering to appear weathered, discolored, or bleached.
Maintain recycling programs for aluminum and glass in each designated facility for entire use season.	From opening date.	Forest Service standards; recycling facility area will be clearly identified with an upright sign and each bin or can will be clearly marked for recycling; bins and cans will be emptied before overflowing; facilities will be located in high traffic pattern areas to encourage use.
Wash all non-contract garbage receptacles.	Prior to opening and when needed.	Forest Service standards.
Remove hazard trees.	Prior to opening and as needed during operating season.	Forest Service standards and guidelines as defined in the LTBMU Hazard Reduction Policy, which will be made a part of the operation plan.
Rake around fireplaces and pedestal barbecues.	Prior to opening.	Rake needles away from all fire units for 5 feet in all directions.
Clean out inlets, outlets, and inside culvert pipes.	At end of operating season, and prior to opening if needed.	Forest Service standards; material removed will be placed in an area outside the stream environment zone (SEZ).
Sweep all areas of roads, parking lots, and paved camp spurs.	Prior to opening; remove all pine cones, branches, and debris during season.	Forest Service standards; material will not be piled; material will be scattered or disposed of in appropriate waste receptacles; cones and limbs will be kept off roadways and walkways for public safety.

MAINTENANCE ITEM	FREQUENCY	REMARKS
When broken, cracked, or damaged, replace swimming beach entrance station wooden gate arms; gate arms are to be painted and reflectorized and are to be of the proper length.	Immediately when broken.	Gate arms are to be painted white on both sides; at least two (2) red 3-inch diameter reflectors will be mounted on gate arm side facing entrance; end of arm should extend to 'y' cradle but not touch it.
Cut back all vegetation sufficient to permit visibility to vehicles on roadway and allow vehicles use of the entire road.	Prior to opening and as needed during season.	All shrubs, limbs, and brush will be trimmed back to a distance no less than six (6) inches from the edge of all roadways and spurs.
Maintain all restroom doors in operating condition.	Paint half of all restrooms doors each year on a rotating basis; repair or replace parts as needed.	Interior and exterior of entry door; Forest Service standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale, or any other substance that may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength; must be able to close and lock doors at all times; facilities shall not be out of service longer than five (5) days.
Maintain restroom skylights and Plexiglas roofs.	Prior to opening; throughout season.	Remove any pine needles, debris, rocks, or light blocking material; care must be taken to avoid scratching surface when material is removed; paint overspray shall be removed.
Maintain restroom roofs.	Prior to opening; as needed during season.	Make sure pine needles are removed before season starts and buildups do not occur during the operating season.
Replace burned-out lights at all facilities and restrooms.	Within 2 days of burning out.	Replacement lights will be within fixture tolerances and Forest Service standards.
Prepare and paint flagpoles.	As needed, no less than every 3 years.	Forest Service standards and approved colors.

MAINTENANCE ITEM	FREQUENCY	REMARKS
Replace broken, bent, or missing beach entrance station exit spikes.	Within 2 days of when they are broken or missing or improperly bent.	All broken spike springs will be replaced. All spikes will be adjusted as needed to ensure they are angled towards the exit direction. Spikes will not be pointed straight up or bend back towards the direction of the exiting vehicles; spike tray will be kept clean of debris; all mounting bolts will be securely tightened.
Paint roadway signs and arrows.	Prior to July 1 st , annually.	All symbols shall be in conformance with the 'Standard Alphabets for Highway Signs and Pavement Markings' available from the Federal Highway Administration (ref. manual on Uniform Traffic Control Devices). Arrows shall be 12 inches wide at the base; the wings shall extend 10 inches from the outside edge of the base at a point 24 inches up from the bottom of the base; and the arrow portion shall extend 24 inches from the point where the wings start. A high pressure air hose shall be used to clean the pavement immediately prior to painting. An approved white traffic paint shall be used to paint signs and arrows.

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APPENDIX H | Law Enforcement and Investigations (LEI)

Forest Service Manual 2342.1 lists the Federal laws and regulations that allow occupancy and use of National Forest System lands by entities other than the Forest Service. Clarification of this policy is provided below.

Forest Service Manual (FSM) 2342.1, Exhibit 01, Law Enforcement at Concession Campgrounds

ROLES AND RESPONSIBILITIES

1. **Concessionaires.** In responding to violations of Federal, State, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, State, or local laws or regulations, including 36 CFR part 261, Prohibitions on National Forest System lands. Concessionaires should be knowledgeable of applicable Federal, State, and local laws and regulations, including 36 CFR part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty State or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated into the concessionaire's operating plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special use permit.

Conduct that violates rules of use may also violate Federal, State, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of State law or disorderly conduct in violation of Forest Service regulations at 36 CFR 261.4

To minimize confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within the campground.

2. **State and Local Law Enforcement Agencies.** Generally, State and local law enforcement agencies have authority to enforce applicable State and local laws, ordinances, and regulations on National Forest System lands. Under 16 U.S.C. 480, States retain their civil and criminal jurisdiction over persons on the National Forests. Thus, crimes involving persons and their property are generally the primary responsibility of State and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a State or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of State or local law.

There is no authority for the Forest Service to allow State and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR part 261. Some conduct may be prosecuted under Federal or State law because the conduct violates both Federal and State law. However, State and local law enforcement officers may enforce only State and local law.

3. Forest Service. The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations relating to administration of National Forest System lands. The role and responsibilities of the Forest Service do not change simply because the Forest Service has issued a special use permit to a concessionaire. Forest Service personnel should continue to enforce all Federal laws and regulations relating to administration of National Forest System lands within concessionaire-operated campgrounds.

Forest Service personnel should not assume, however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaires. For example, as a matter of policy the Forest Service does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for a “site, facility, . . . or service furnished by the United States.” The agency construes “furnished by the United States” to mean “owned and operated” by the United States.” Therefore, the Forest Service would not cite someone for failure to pay a camping fee at a concession campground because the site is operated by a concessionaire, rather than the Forest Service, and the concessionaire, rather than the Forest Service, retains the campground fees.

The regulations at 36 CFR part 261, subpart A, apply at both Forest Service and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR part 261, subpart B, may or may not apply at concession campgrounds. A subpart B order must clearly state the area to which it applies. 36 CFR 261.50(c)(1). If the order is forest-wide, it applies to all campgrounds, including concession campgrounds, within the forest. Operating plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. However, a concessionaire’s rule of use may be stricter than an order.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order and may want to exempt them to place more responsibility for the site on the concessionaire. Rules of use rather than the order would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited Forest Service resources in administering developed recreation sites.

When issuing a subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

If concession campgrounds are exempted from a subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that applies elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at a Forest Service-operated campground may differ from the same type of restriction adopted as a rule of use at a concession campground. Forest Service personnel should ensure that they enforce only those subpart B orders that apply to concession campgrounds.

36 CFR part 261, subpart C, regulations should be handled the same way as subpart B orders. Subpart C regulations are issued by the Chief or Regional Forester to prohibit acts or omissions in all or any part of an area over which the Chief or Regional Forester has jurisdiction.

Forest Service law enforcement personnel should cooperate with State and local law enforcement agencies to the extent authorized by Forest Service policy (FSM 5360) and State and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from States, and 16 U.S.C. 553, which authorizes the Forest Service to aid in the enforcement of State laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of Forest Service law enforcement personnel, State and local law enforcement authorities, and concessionaires.

SUMMARY

Crimes involving persons and property are generally violations of State law. State and local law enforcement authorities have jurisdiction to enforce State laws at concession campgrounds. Forest Service personnel have the responsibility to enforce Federal laws and regulations relating to the administration of National Forest System lands. Concessionaires may establish and enforce rules of use that are subordinate to Federal, State, and local laws and regulations. Rules of use are not enforceable by Federal, State, or local law enforcement authorities unless violations or rules of use constitute violations of Federal, State, or local laws.

Concessionaires should contact Federal, State, and local law enforcement authorities to address criminal violations under their respective jurisdictions. Concessionaires may also consider hiring a private security firm or contracting with off-duty State or local law enforcement personnel to address day-to-day public safety concerns at concession campgrounds.

Campground concession prospectuses and permits should clearly describe the respective responsibilities of Forest Service law enforcement personnel, local law enforcement authorities, and concessionaires. In order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground.

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APPENDIX I | Example Site Use Record

LAKE TAHOE BASIN MANAGEMENT UNIT RECREATION SITE USE RECORD						
District: _____			Month: _____			
Site Name: _____			Site Type: _____			
Total No. Units: _____			Turn-a-way Days: _____			
No. Accessible Units: _____			Year: _____			
DAY	OVERNIGHT CAMPING				No. PEOPLE	COMMENTS
	TENT	TRAILER	AUTO	TOTAL		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

DAY	OVERNIGHT CAMPING				No. PEOPLE	COMMENTS
	TENT	TRAILER	AUTO	TOTAL		
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
TOTAL						

Signature: _____ Date: _____

Site Use Record Instructions

One form will be used for each facility per month.

Daily log of the following information:

- Total # of sites occupied = # trailer + # tent + # auto
- Total number of people (for all sites)
- Comments (open, closed, water on/off, charging fee, un-rentable sites, etc.)

At the end of each month, total your columns and add up your turn-a-way days (full days).

APPENDIX J | Example Special Use Permit, FS-2700-4, Granger-Thye Concession

**Please note that the fee clause in the special use permit (FS-2700-4) will be updated to reflect bid information.

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Authorization ID: XXXXXXXXXX
Contact ID: XXXXXXXXXX
Expiration Date: XX/XX/XXXX
Use Code: 146

FS-2700-4 (10/09)
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: GRANGER-THYE ACT, SECTION 7 April 24, 1950

XXXXXXX of MAILING ADDRESS, CITY, STATE ZIP CODE (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Lake Tahoe Basin Management Unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers XX acres or XX miles in the Sec. XX, T. XX N., R. XX E., MT. DIABLO MERIDIAN , ("the permit area"), as shown on the map attached as Exhibit A. This permit issued for the purpose of:

Operation and maintenance of seasonal resort/marina including food service, retail sales, boat dock, buoys (70), boat slips, jet skis (12), parasailing, swimming pool, tennis court, ice house for storage, weddings, group events, temporary boat trailer storage (14 days maximum), and public boat tours.

Any improvements made to or on government land and/or facilities by the holder or their agents become the property of the United States.

The holder will be responsible for a proportionate share of road maintenance as identified in the Forest Road Agreement between the U.S. Forest Service and Round Hill General Improvement District.

The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit of percent of adjusted gross revenue as defined below. The minimum annual permit fee for the authorized use and occupancy shall be \$1,500. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause VI.A below. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause VIII.E., F., and G. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the fair market value of the authorized use and occupancy.

Permit Fee Definitions:

1. Adjusted Gross Revenue. Gross revenue plus applicable revenue additions, minus

- applicable revenue exclusions.
2. Gross Revenue. The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
 3. Revenue Additions. The following are added to gross revenue.
 - a) The value of goods and services that are donated or bartered; and
 - b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.
 4. Revenue Exclusions. The following are excluded from gross revenue:
 - a) Amounts paid or payable to a state licensing authority.
 - b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
 - c) Refunds of use fees provided to the public by the holder.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the Granger-Thye Act, Section 7, April 24, 1950 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on **MONTH XX, XXXX**, twenty years from the date of issuance.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the

jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is contemplated.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

J. CHANGE IN CONTROL OF THE BUSINESS ENTITY.

1. Notification of Change in Control. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated.

a. In the case of a corporation, control is an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the business so as to permit the exercise of managerial authority over the actions and operations of the corporation or election of a majority of the board of directors of the corporation.

b. In the case of a partnership, limited partnership, joint venture, or individual entrepreneurship, control is a beneficial ownership of or interest in the entity or its capital so as to permit the exercise of managerial authority over the actions and operations of the entity.

c. In other circumstances, control is any arrangement under which a third party has the ability to exercise management authority over the actions or operations of the business.

2. Effect of Change in Control. Any change in control of the business entity as defined in paragraph 1 of this clause shall result in termination of this permit. The party acquiring control must submit an application for a special use permit. The Forest Service is not obligated to issue a new permit to the party who acquires control. The authorized officer shall determine whether the applicant meets the requirements established by applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 120 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. OPERATING PLAN. The holder shall prepare and annually revise by February 1st an operating plan. The operating plan shall be prepared in consultation with the authorized officer or the authorized officer's designated representative and shall cover all operations authorized by this permit. The operating plan shall outline steps the holder will take to protect public health and safety and the environment and shall include sufficient detail and standards to enable the Forest Service to monitor the holder's operations for compliance with the terms and conditions of this permit. The operating plan shall be submitted by the holder and approved by the authorized officer or the authorized officer's designated representative prior to commencement of operations and shall be attached to this permit as an appendix. The authorized officer may require an annual meeting with the holder to discuss the terms and conditions of the permit or operating plan, annual use reports, or other concerns either party may have.

D. INSPECTION BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID OUTSTANDING RIGHTS. This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to

the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

J. STRICT LIABILITY. The holder shall be strictly liable (liable without proof of negligence) to the United States for up to \$500,000 per occurrence for any injury, loss, or damage arising in

tort under this permit. Liability in tort for injury, loss, or damage to the United States exceeding the prescribed amount of strict liability in tort shall be determined under the law of negligence.

K. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to the U.S. Forest Service, 35 College Dr., South Lake Tahoe, CA 96150, ATTN: Special Uses. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses (including those arising from strict liability) associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$500,000 for injury or death to one person per occurrence;

\$300,000 for injury or death to more than one person per occurrence; and

\$25,000 for third-party property damage per occurrence.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned

use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such

terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions enumerated at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause IV.F. onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than federal, state, and local regulations, to prevent releases and protect natural resources.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals

shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The holder shall pay an initial annual land use fee of **\$XXXXX.XX** for the period **from January 1st to December 31st**, and thereafter on **January 1st**, shall pay an annual land use fee of **X percent (X%) of adjusted gross revenue** as defined above.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated Round Hill Pines Resort, Authorization I.D. #TOI501602, dated June 24, 2005.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. GRANGER-THYE FEE OFFSET. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for maintenance, renovation, reconditioning, and improvement deemed to be the government's responsibility, as defined below, of federally owned improvements and their associated land.

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in an acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, such as, substitution of a fixed asset or any of its components with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, such as, from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement (MRRRI) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other federally owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the authorized officer.

2. Granger-Thye Fee Offset Agreement. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall annually enter into a written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRRRI) to be used to offset the permit fee. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work; which projects are to be used for offset that year; standards for completion of the projects; and examples of allowable costs.

F. HOLDER-PERFORMED FEE OFFSET WORK.

1. Work in Lieu of Cash Payments. Notwithstanding clauses VI.A and C, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause VI.D.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement and has been accepted as completed by the Forest Service before the end of the holder's fiscal year. In the absence of an approved fee offset agreement, payment shall be made in accordance with clauses VI.A and C.

2. Documentation of Expenses. Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

3. Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credit given by the Forest Service for fee offset work. The holder shall pay any additional fees owed for the past year's operations within 30 days of billing.

4. Overpayment. Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clause VI.A. Credit for offset work pursuant to clause VI.D.2 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the

annual permit fee.

G. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause VI.D.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause VI.D.2.

H. NONDISCRIMINATION

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. 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 violation occurs.

I. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

J. BOATING SAFETY. Where boats and motors are to be rented to the general public, the holder shall comply with all provisions of all Federal, State, and local boating laws and ordinances. The holder shall post at each boathouse, dock, or wharf, the rules for safe operation. When required by the authorized officer, the holder or designated representative shall prepare a Boating Safety Plan.

K. RISK OF LOSS OF FEDERALLY OWNED IMPROVEMENTS. The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and forces of nature. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

L. ALTERATION OF FEDERALLY OWNED IMPROVEMENTS. If during the term of this permit any Government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection

with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset.

M. WATER FACILITIES AND WATER RIGHTS.

1. Water Facilities. No ditch, reservoir, well, spring, seepage, or other facility to pump, divert, store, or convey water (hereinafter "water facilities") for which the point of diversion, storage, or withdrawal is on National Forest System lands may be initiated, developed, certified, or adjudicated by the holder unless expressly authorized in this permit. The authorization of any water facilities in the permit area is granted to allow use of water only in connection with the resort authorized by this permit. If the use of any water facilities in connection with this resort ceases, the authorization to use any associated water facilities also ceases. The United States may place conditions on installation, operation, maintenance, and removal of water facilities that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. Any change in a water facility, including a change in the ownership or beneficial use of water or location of use of water from a water facility, that is not expressly authorized in this permit shall result in termination of the authorization for that water facility.

2. Water Rights. This permit does not confer any water rights on the holder. The term "water rights" includes all authorizations, such as certificates, reservations, decrees, or permits, for water use issued under state, local, or other law and all water rights otherwise recognized under state law. Any necessary water rights must be acquired and maintained by the holder in accordance with State law and the terms of this permit. After this permit is issued, all water rights obtained by the holder for facilities that divert or pump water from sources located on National Forest System lands for use on National Forest System lands, whether authorized or unauthorized, are for the benefit of the United States and shall be acquired in the name of the United States. Any expenses for acquiring water rights shall be the responsibility of the holder and not the responsibility of the United States.

3. Water Rights Acquired in the Name of the Holder

a. Identification of Water Rights. The holder has obtained the following water rights for use under this permit in the holder's name:

State ID #: _____

Owner: _____

Purpose of Use: _____

Decree, License, or Certificate: _____

Point of Diversion: _____

b. Termination or Revocation for Reasons Other Than Nonuse. Upon termination or revocation or of this permit, other than revocation for nonuse, the holder shall transfer the water rights enumerated in clause 3a to any succeeding permit holder, for use only in connection with the resort authorized by this permit, provided that if that use is not reauthorized, the holder shall promptly petition in accordance with State law to remove from National Forest System lands the

point of diversion and water use associated with the water rights enumerated in clause 3a or shall transfer these water rights to the United States.

c. Revocation for Nonuse. Upon revocation of this permit for nonuse, the holder shall transfer any of the water rights enumerated in clause 3a that remain in the name of the holder at the time of revocation to the United States to hold for the benefit of any succeeding permit holder for use only in connection with that resort, provided that if that use is not reauthorized and the holder has not petitioned to remove those water rights per clause 3.b, the holder shall transfer the water rights to the United States.

d. Documentation of Transfer. The holder and the holder's assigns shall execute and properly file any document necessary to transfer ownership of the water rights enumerated in clause 3.a to a succeeding permit holder or the United States. By executing this permit, the holder hereby grants limited power of attorney to the authorized officer to execute any document on behalf of the holder as may be necessary to transfer the water rights enumerated in clause 3.a to a succeeding permit holder or the United States.

Holder's initials and date: _____

e. Waiver. The holder waives any claims against the United States for compensation for any water rights that are transferred, removed, or relinquished as a result of revocation, including revocation for nonuse, or termination of this permit, or for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities associated with water rights enumerated in clause 3a.

(Instruction for notary clause: add the following clause after the signature block in the permit when clause 3 has been included in the permit. A limited power of attorney must be notarized.)

On N/A, before me, a notary public in the State of N/A, personally appeared N/A, known to me to be the person who signed the permit as the holder.

Notary Public for the State of N/A

My commission expires N/A

N. PROTECTION OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the regional forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be identified on the ground or shown on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species are discovered, or if new species are listed as threatened or endangered under the ESA or as sensitive by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these areas by the holder or the Forest Service shall be promptly reported to the other party.

O. 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 permitted by the authorization. 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.

P. 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.

Q. Liquor Sales Authorized. The sale of intoxicating beverages is allowed by this authorization, contingent upon a valid State license for the sale or serving of alcoholic beverages.

R. Signs. Signs or advertising devices erected on National Forest System lands shall have 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.

S. Advertising. The holder, in 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 the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

T. Improvement Relocation. This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

U. Subleasing. The holder may sublease the use of land and improvements covered under this authorization and the operation of concessions and facilities authorized upon prior written approval of the authorized officer. The Forest Service reserves the right to disapprove subleases. In any circumstance, only those facilities and activities permitted by this authorization may be supplied. The holder shall continue to be responsible for compliance with all conditions of this authorization by persons to whom such premises may be sublet. The holder may not sublease direct management responsibility without prior written approval by the authorized officer.

V. Advise Authorized Officer. Before actively initiating work under this authorization, the holder or holder's representative shall advise the authorized officer of the date upon which active field work will be initiated. Approval for the work shall be issued in writing by the authorized officer. The approval shall list local restrictions pertaining to fire hazard, off-road vehicles, camp locations, etc.

W. 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, or revisions thereto.

This permit is accepted subject to the conditions set out above.

HOLDER: XXXXXX

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By:

By:

(Holder Signature)

NANCY J. GIBSON, Forest Supervisor

By:

Date:

(Holder Signature)

Date:

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and, where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

APPENDIX K | Example Performance Evaluation Form

Performance Evaluation for Resort Operations

Permit Holder: Round Hill Pines Resort

National Forest: Lake Tahoe Basin Management Unit District: N/A

Evaluation Period: From (mm/dd/yy) to (mm/dd/yy)

Type of Operation: Resort

Location: Zephyr Cove, Nevada 89448

Date(s) of Field Inspections(s):

Permit Administrator:

Camp(s) in Operation during Inspection: Yes / No

Holder representative present during Inspection: Yes / No

This evaluation is (circle one): MID-SEASON FINAL

Evaluation Key: O = Outstanding U = Unacceptable
 A = Fully Acceptable NC = Not Checked
 NI = Needs Improvement NA = Not Applicable

EVALUATION CATEGORIES

A. SERVICE TO PUBLIC	O	A	NI	U	NC	NA
1. Rates, services and accommodations provided as represented.						
2. Holder shows courtesy to non-outfitted public.						
3. Operations properly coordinated with other landowners, if required.						
4. Compliance with requirements of Title VI of the Civil Rights Act.						
5. Clients received educational and interpretive information about area and its values.						

Comments:

B. COMPLIANCE WITH PERMIT CONDITIONS	O	A	NI	U	NC	NA
1. Application, certificate of insurance, signing of permit and payments submitted on time and properly completed.						
2. Use reports submitted accurately and on time.						
3. Compliance with Federal, State, and County laws and regulations as required by permit.						
4. Compliance with other terms and conditions.						

Comments:

1 of 3

C. COMPLIANCE WITH OPERATING PLAN						
O	A	NI	U	NC	NA	
Comments:						
D. EQUIPMENT/LIVESTOCK						
O	A	NI	U	NC	NA	
Comments:						
E. SAFETY						
O	A	NI	U	NC	NA	
Comments:						
F. RESOURCE PROTECTION						
O	A	NI	U	NC	NA	
Comments:						
G. MAJOR INCIDENTS (if applicable)						
This category relates to handling of unusual incidents, accidents, death, significant resource damage, serious violation of law, or confrontations.						
Describe in separate attachments to this evaluation form.						
Comments:						
Special Efforts Worthy of Commendations:						
Prior performance deficiencies, if any, corrected:						

2 of 3

OVERALL RATING (check one):

- Outstanding
- Acceptable
- Probationary
- Unacceptable

This performance rating constitutes a decision, which is subject to appeal pursuant to Secretary of Agriculture regulation 36CFR251, Subpart C. Any such appeal and a statement of reasons must be submitted within 45 days of the date of this rating to the Forest Service Official next higher to the authorized officer.

SIGNATURES:

Delegated Authorized Officer: _____ Date: _____
Forest Supervisor

Permit Holder: _____ Date: _____

Permit Holder: _____ Date: _____

Holder Comments:

NB: The permit holder's signature acknowledges receipt and review of the rating, not necessarily agreement. Ratings are confidential between the Forest Service and the Holder to the extent allowed by law and regulation. Performance Evaluations are subject to Freedom of Information Act (FOIA) requests.

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APPENDIX L | Example Operating Plan Outline

Introduction

Applicants must submit a proposed operating plan as part of their application. This appendix identifies the minimum requirements and optional services for the applicant's proposed operating plan. Applicants are required to propose how they will meet or exceed the minimum requirements and provide optional services identified for each item in this appendix. Applicants should utilize the example operating plan outline included below to organize their response.

The Forest Service will evaluate this information to rate the applicant against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become part of his/her operating plan, which in turn will become part of the special use permit as Exhibit B.

Outline

- I. Operating Season
- II. Staffing and Management
 - A. Staffing
 - B. Personnel
 - C. Employee Training
 - D. Employee Services
 - E. Employee Conduct
 - F. Uniforms
- III. General Operations
 - A. Recreation Site Operations
 1. Hours of Operation
 2. Cleaning and Maintenance
 - B. Holder Maintenance, Reconditioning, and Renovation (MRR)
 - C. Pricing Policy
 1. Use of Fee Sites by Non-fee Guests
 2. Use Fees (include fees with/without water)

3. Fee Collection and Refunds
 4. Other Service Fees/Rentals
 5. Sundries
- D. Insurance
 - E. Reservation System
 - F. Customer Feedback
 - G. Emergency Responses
 - H. Law Enforcement
 - I. Incident Reporting
 - J. Communication Systems
 - K. Managing Non-fee Sites
 - L. Recycling
 - M. Equipment and Supplies
 - N. Pre-maintenance Inventory
 - O. Use Reports
 - P. Utilities
 1. Solid Waste Collection/Disposal
 2. Electricity
 3. Natural Gas/Propane
 4. Sewage (if applicable)
 5. Toilet Pumping (if applicable)
 - Q. Site Hazards (including hazard trees)
 - R. Signs and Posters
 - S. Advertising
 - T. Fire Prevention (Fire Control Plan)
 - U. Road and Trail Maintenance
 - V. Aquatic Invasive Species
 - W. Bears
 - X. Disease and Rodent Control

- Y. Herbicides, Pesticides, and Noxious Weeds
- Z. Boating
 - AA. Vandalism
 - BB. Improvements
 - CC. Storage
 - DD. Interpretive Services
 - EE. Other Optional Services
 - 1. Extended Operating Season
 - 2. Additional Security
 - 3. Sale of Supplies and Informational Material
 - 4. Equipment Rentals
 - 5. Other Services
- IV. Pre-season Operations
- V. Open Season Operations
- VI. Post-Season Operations
 - A. Special Conditions
 - 1. Accessibility
 - 2. Capital Investment Projects (CIP)
 - 3. Site Protection
- VII. Granger-Thye (GT) Fee Offset Projects
 - A. Deposits and Advance Payments
 - B. Multi-year GT Fee Offset Projects
 - C. Annual GT Fee Offset Plan
- VIII. Signatures (Holder and U.S. Forest Service Authorized Officer)

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APPENDIX M | Example Granger-Thye (GT) Fee Offset Agreement, FS-2700-4a

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Authorization ID [REDACTED]
Contact ID [REDACTED]
Expiration 10/31/2012

APPENDIX A
GRANGER-THYE SUPPLEMENT TO
SPECIAL USE PERMIT FS-2700-4
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

J. Risks. The holder assumes all risk of loss of the property. Loss to the property may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

III. RESPONSIBILITIES OF THE HOLDER

G. Alteration of Government Improvements. If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause VI.D.

H. Government Maintenance, Reconditioning, Renovation and Improvement Plan. Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause VI.D.2. of this permit.

I. Holder Maintenance, Reconditioning or Renovation Plan. The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause VI.D.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause VI.D.2.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste-contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations.

IV. LIABILITY

<For most authorizations delete clause IV. C. in FS-2700-4 and replace with clauses C.1 and C.2 below. Retain the standard clause for states unless they will be purchasing an insurance policy.>

C. 1 Insurance. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to [insert mailing address of administering office]. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

<Use the following clause C-2 for split limit liability insurance policies. Delete for CSL policies>

C.2 Liability Insurance. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$ _____ for injury or death to one person per occurrence,
\$ _____ for injury or death to more than one person per occurrence, and
\$ _____ for third-party property damage per occurrence.

<Use the following clause C-2 for combined single limit insurance policies. Delete for split limit policies.>

C.2 Liability Insurance. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ _____ as a combined single limit per occurrence.

< Use the following clause when the authorized officer has elected to require property insurance. Identify the specific property to be insured. Specify whether the insurance will be based on replacement in kind or functional replacement and specify the value of the improvement [the amount of insurance must represent 80 to 100% of the value of the property.] Do not require property insurance for roads or underground utilities.>

C.3 Property Insurance. The holder shall have in force property insurance for [identify the federal property to be insured] in the minimum amount of [\$_____], which represents ["replacement in kind" or "functional replacement"] of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to the government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

<If the holder's operations include use or storage of hazardous materials, include the following clause. If not, delete it.>

C.4. Hazardous Materials. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance items in nominal amounts would generally not trigger financial assurance requirements.

VI. FEES

<Select the appropriate clause VI.B. in FS-2700-4. Retain clause VI.C. and add the following clauses D.1 to 3 and if appropriate, E. 1 to 4. Renumber the late payment and interest clause.>

D. Granger-Thye Fee Offset. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for renovation, reconditioning, improvement, and maintenance deemed to be the government's responsibility, as defined below, of government-owned improvements and their associated land.

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

2. Granger-Thye Fee Offset Agreement. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements performed by the holder. The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing \$ or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

<If the holder will perform fee-offset work in lieu of cash payments, include the following clause:>

E. Holder Performed Fee Offset Work.

1. Work in Lieu of Cash Payments. Notwithstanding clause VI.B, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause VI.D.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement, and has been accepted as completed by the Forest Service before the end of the holder's fiscal year. In the absence of an approved fee offset agreement, payment shall be made in accordance with clause VI.B.

2. Documentation of Expenses. Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

3. Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credits for fee offset work. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

4. Overpayment. Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clause VI.B. Credit for offset work pursuant to clause VI.D.2 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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APPENDIX N | Example Collection Agreement for GT Fee Offset Work, FS-1500-11

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FS Agreement No. _____
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
And The
USDA, FOREST SERVICE

This COLLECTION AGREEMENT is hereby entered into by and between the _____,
hereinafter referred to as “_____”, and the USDA, Forest Service, _____, hereinafter referred to
as the “U.S. Forest Service,” under the provisions of the _____.

Background:

Title:

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document
the voluntary contribution of funds from _____ to the U.S. Forest Service to

II. THE SHALL:

A. LEGAL AUTHORITY. _____ shall have the legal authority to enter into this agreement,
and the institutional, managerial, and financial capability to ensure proper planning,
management, and completion of the project, which includes funds sufficient to pay the
nonfederal share of project costs, when applicable.

B. Perform in accordance with the Financial Plan.

C. Upon presentation of a Bill for Collection, Choose from the drop down the U.S. Forest
Service the amount agreed to in the Financial Plan.

D. PAYMENT BOND. _____ shall furnish and maintain a payment bond acceptable to the
U.S. Forest Service in the amount of \$##### before any work commences under this
agreement.

E.



III. THE U.S. FOREST SERVICE SHALL:

- A. ADVANCE BILLING. The U.S. Forest Service shall bill _____ prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead is assessed at the rate of _____ percent.

Billing Method:

- B. REIMBURSABLE BILLING. The U.S. Forest Service shall bill _____ as of _____ for funds sufficient to cover the costs for the specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of _____ percent.

Billings must be sent to:

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each fiscal year. Therefore, an out-of-cycle bill may be received by _____.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the Bill for Collection (Form FS-6500-89), the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States. Conditions specified in an associated payment bond guaranteeing payment must also be met.

- C. SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION. Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when cooperator requirements are clearly defined within this clause.

The special billing requirements are:

- D. SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION. The U.S. Forest Service Program Manager shall provide _____ with a written report that meets _____'s specific documentation requirements.
- E. Perform in accordance with the attached Financial Plan.



F.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to _____ for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this collection agreement, including but not limited to fire suppression costs and damage to any property owned by _____ or any third party.

C. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to _____, authorized for use for a new agreement by _____, or waived by _____. A DUNS number and registration in the Central Contractor Registry (CCR) by _____ may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to _____.

D. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. _____ is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:



" of the U.S. Forest Service, Department of Agriculture, ."

may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- E. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of 's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of 's products or activities.
- H. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the agreement.
- To , at 's address shown in the agreement or such other address designated within the agreement.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- I. COLLABORATION. The U.S. Forest Service and may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize 's participation in the project.
- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.



- K. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. may be granted access to Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3505 and Departmental Manual 4620-02. Those granted computer access must fulfill all Forest Service requirements for mandatory security awareness and role-based advance security training, and sign all applicable Forest Service statements of responsibilities.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- M. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- N. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with 's contributions shall become the property of the U.S. Forest Service.
- O. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- P. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.



If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- Q. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

- R. DEBARMENT AND SUSPENSION. shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- S. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- T. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of . The expiration date is the final date for completion of all work activities under this agreement.

- U. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.



Date

,

Date

,

U.S. Forest Service,

The authority and format of this agreement have been reviewed and approved for signature.

Date

U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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APPENDIX O | Example Granger-Thye Fee Offset Claim Certification Form, FS-2700-4h, Appendix G

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Authorization ID [redacted]
Contact ID [redacted]
Expiration Date 10/31/2012

APPENDIX G
Granger-Thye Fee Offset Claim Certification
for
SPECIAL USE PERMIT
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
<Reference FSH 2709.11, chapter 50>

NATIONAL FOREST
RANGER DISTRICT
PERMIT NUMBER [redacted]

Project Name _____ **Holder's Fiscal Year (FY)** _____

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

Direct GT Costs: Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

Indirect costs: Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY [redacted].

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service, [redacted] National Forest, and [holder name] on [date of GT fee offset agreement].

DIRECT GT COSTS

Salaries and Wages	\$ [redacted]
Materials and Supplies	\$ [redacted]
Subcontracts	\$ [redacted]
Other (specify)	\$ [redacted]
Sum of Direct GT Costs	\$ [redacted]
INDIRECT COSTS ([redacted]% x Direct GT costs)	\$ [redacted]
TOTAL GT COST CLAIM FOR PROJECT	\$ [redacted]

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: _____ Date: _____
Name of Certifying Official

Title of Certifying Official

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

APPENDIX P | Indirect Cost Reimbursement Policy Letter

File Code: 2720/6500

Date: July 11, 2002

Route To:

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

Issue. At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

Background. Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement. Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

Historical Practice. Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

Comparison. The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.

Regional Foresters

Conclusion. Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements. The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

Implementation.

Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ DAVID G. HOLLAND

/S/ TAMARA L. HANAN

DAVID G. HOLLAND
Director, Recreation, Heritage,
and Wilderness Resources

TAMARA HANAN
Director, Financial Policy
and Analysis

cc: Carolyn Holbrook

APPENDIX Q | Application Checklist

Prospective applicants should ensure all the required documentation below is submitted by the application due date to expedite evaluation of their proposal. The Forest Service reserves the right to reject late or incomplete application packages.

ITEM	CHECK-OFF <input checked="" type="checkbox"/>
Proposal (6 copies)	
Proposed Operating Plan, including required and optional services (6 copies)	
Business Plan, Business Experiences, Performance Reviews, and References (6 copies)	
Financial Resources <ul style="list-style-type: none"> • Forms FS-6500-24 • FS-6500-25 (sent directly to your bank or lending institution) 	
Fees Charged to the Public (6 copies)	
Fee to the Government (6 copies)	
Application Fees (please use two separate checks) <ul style="list-style-type: none"> • Small Business Development Center (SBDC) review fee of \$500 in bank draft, money order, or cashier's check payable to SBDC. • Forest Service application/evaluation fee of \$500 in bank draft, money order, or cashier's check payable to USDA Forest Service. 	

All written submission packages must be submitted to the Authorized Officer:

Forest Supervisor, Nancy J. Gibson
 Lake Tahoe Basin Management Unit
 ATTN: Round Hill Pines Prospectus, Jonathan Cook-Fisher
 35 College Drive
 South Lake Tahoe, CA 96150

Proposal packages must be received by the close of business (4:30pm) on Monday, May 20, 2013.

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APPENDIX R | Income and Expense Worksheet

INCOME	AMOUNT
Campground	
Group Campground Sites	
Picnic/Day Use Areas	
Boat Ramps/Marina Services	
Firewood Sales	
Miscellaneous	
Refunds	
TOTAL INCOME	

EXPENSE	AMOUNT
Salaries per Service Contract Act	
Living Quarters	
Campground Maintenance	
Campground Supplies	
Radios	
Telephone	
Utilities (Electricity, Gas)	
Water Charges	
Sewer Charges	
Sewer Line Maintenance	
Toilet Vault Pumping	
Garbage Collection – Contract	
Garbage Collection – Non-contract	
Garbage Dumping Fees	
Vehicle Expenses	

EXPENSE	AMOUNT
Insurance (Fire)	
Insurance (Liability, Casualty)	
Taxes and Permits	
Uniforms	
Advertising	
Forest Service Fee	
Performance Bond	
Accounting and Legal Services	
Other Contracting Costs	
Miscellaneous	
TOTAL EXPENSES	

PROFIT BEFORE TAXES	AMOUNT
Notes:	
(1) All labor costs except contract	
(2) Trailer lease or allowance	
(3) Materials only	
(4) Maintenance care and policing	
(5) County, district, or company	
(6) Include testing	

APPENDIX S | Utility Contacts for Past Expense Information

The following is a list of vendors with addresses and phone numbers who may be contacted regarding costs associated with the operation and maintenance of the offered recreation site. The list may not be all-inclusive nor is it a recommendation regarding the service provided. In addition, the insured status of companies listed for hazard tree removal may change over time. For a more complete listing of services, please refer to the local telephone book yellow pages or other listings of service providers/contractors.

ITEM	CONTRACTOR / ADDRESS	TELEPHONE NO.
Electricity	NV Energy P.O. Box 10100 Reno, NV 89520	(775) 834-4444
Garbage Collection	Douglas Disposal and Recycling Services 1653 Lucerne Street, Suite A Minden, NV 89423	(775) 782-5713
	S. Tahoe Refuse (Tahoe Basin Container Serv.) 2140 Ruth Avenue South Lake Tahoe, CA 96150	(530) 541-5105
	Waste Management (Incline Sanitation Co.) 1076 Tahoe Boulevard Incline Village, NV 89450 USA	(775) 831-2971
Hazard Tree Removal	Cody's Tree Service 2000 U.S. Highway 50 South Lake Tahoe, CA 96150	(530) 541-8733
	Ed Cook Tree Service 3015 Kokanee Trail South Lake Tahoe, CA 96150	(530) 577-5997
Possessory Interest Tax and Transient Occupancy Tax	Douglas County Assessor's Office Old Historic Courthouse 1616 Eighth Street Minden, NV 89423	(775) 782-9830
Propane	Campora Propane Service 1507 #C Highway 395 North Gardnerville, NV 89410	(775) 782-2301
Sewer	Round Hill General Improvement District P.O. Box 976 Zephyr Cove, NV 89448	(775) 588-2571
Signs/Posters	Signs of Tahoe 845 Emerald Bay Road South Lake Tahoe, CA 96150	(530) 544-0265

ITEM	CONTRACTOR / ADDRESS	TELEPHONE NO.
Telephone/Internet	Frontier Communications	(877) 501-5661
Toilet Pumping	Sani-Hut 1325 East Greg Street Sparks, NV 89431	(775) 358-6720
Water	Round Hill General Improvement District P.O. Box 976 Zephyr Cove, NV 89448	(775) 588-2571

APPENDIX T | Example Customer Comment Card

Tell Us About Your Recreation Experience at Round Hill Pines Resort

This developed recreation site is located on National Forest System (NFS) lands on the Lake Tahoe Basin Management Unit and is operated by a concessionaire under special use permit issued by the U.S. Forest Service.

We want your recreation experience to be an enjoyable and safe one. You can help by taking a few minutes to share your comments about your visit to Round Hill Pines Resort.

Please share your views in the spaces provided below.

1. Cleanliness of facilities:

2. Rules, posting, and enforcement:

3. Fee payment / check-in procedure:

4. Safety and security:

5. Recreation site employees (courtesy, helpfulness, and knowledge):

6. Availability of information:

7. Other comments:

THANK YOU for your assistance. Your comments will help us provide an even better recreation experience in the future. Please drop this form off at any Forest Service station or mail it to U.S. Forest Service, 35 College Drive, South Lake Tahoe, CA 96150. If you provide your name and address in the space provided below, we will respond to any questions or comments you have made.

NAME: _____

MAILING ADDRESS: _____



The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

APPENDIX U | Financial Forms, FS-6500-24 and FS-6500-25

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PART A. BALANCE SHEET			
	CURRENT YEAR (MO/DA/YR)	PAST YEAR (MO/DA/YR)	THIRD YEAR (MO/DA/YR)
YEAR ENDED			
ASSETS			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
TOTAL ASSETS			

LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES:			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
TOTAL LIABILITIES			
OWNER EQUITY:			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
TOTAL LIABILITIES AND OWNER EQUITY			
PART B. SUPPLEMENTAL DATA			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			

NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):

PART C. INCOME STATEMENT	CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			

NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.

PART D (1). CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS

We, the undersigned, general officers (or members) of _____ (Name of corporation or partnership) being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of ____ 2 ____.

CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE

SWORN TO AND SUBSCRIBED before me this ____ day of ____ (Month/Year).

SIGNATURE	TITLE	(Affix Notary Seal)
-----------	-------	---------------------

PART D (2). CERTIFICATION FOR INDIVIDUALS

I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.

INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this ____ day of ____ (Month/Year)		(Affix Notary Seal)
SIGNATURE	TITLE	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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US DEPARTMENT OF AGRICULTURE, FOREST SERVICE

REQUEST FOR VERIFICATION

(Reference FSH 6509.18)

FS-6500-25 (v.05/09)

OMB No. 0596-0082

Exp. (10/31/2012)

Instructions: Applicant - Complete items 1 thru 5. Forward directly to bank or lending institution.
 Lender - Please complete Items 6 thru 15. Return directly to National Forest, ATTN:
 National Forest, ATTN:

PART I - REQUEST

1. TO: Name and Address of Bank or other Lending institutions	2. FROM: (Name and Address of Applicant)
---	--

3. STATEMENT OF APPLICANT

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balance with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant	5. Date / /
---------------------------	---------------------

PART II - VERIFICATION

6. Does applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill Item 7.			10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, fill in Item 11.		
TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:		
Secured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.		
Unsecured					
8. Is applicant's statement in Item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, fill Item 9.			13. REMARKS:		
9. CURRENT BALANCES					
CHECKING	SAVINGS				

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THOROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.	15. Date / /
--	----------------------

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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APPENDIX V | **Financial Form FS-2700-12**

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Authorization ID:

FS-2700-12 (10/11)

Contact ID:

USDA Forest Service

Use Code:

OMB No. 0596-0082 (Exp. 10/2012)

**AGREEMENT CONCERNING
A LOAN
FOR A HOLDER OF A SPECIAL USE PERMIT**

<Delete all user notes prior to printing.>

(Reference FSM 2717.3)

This agreement (Agreement) is made by the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE (the Forest Service); [name of lender], a [name of state] [type of institution, e.g., bank or credit union] (the Lender); and [name of borrower], a [name of state] [corporation, partnership, other entity, or individual] (the Borrower).

A. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

1. On [date], the Forest Service issued a Term Special Use Permit, ID _____, (the Permit) to the Borrower for a term of _____ years.
2. The Permit authorizes the Borrower to use and occupy certain National Forest System land for the purpose of constructing, operating, or maintaining a [describe authorized use, e.g., winter sports resort or resort]. The Permit covers National Forest System lands in [legal description of property], [county name] County, [name of state] (the Property).
3. The Property is owned by the United States and managed under statutory authority granted to the Forest Service.
4. Under the Permit, physical improvements, machinery, and equipment owned by the Borrower that are located on the Property (the Improvements) are personal property, not fixtures.
5. The Borrower ["intends to provide" or "provides"] products and services to the public under the terms of the Permit.

<USER NOTES FOR CLAUSE A.6>

<Include the phrase "and ___% of the stock issued by ___" and insert the percentage of stock and entity name if stock is being pledged as collateral. Otherwise delete this phrase.>

- 6 The Borrower has applied to the Lender for a loan. As collateral for the loan, the Lender has proposed to take a security interest in the Improvements [and ___% of the stock issued by _____].
7. The Lender has agreed to make a loan to the Borrower in the amount of \$ _____ (the Loan), with a maturity of _____ months from the date of the note (the Note) for the Loan, subject to the execution of this Agreement.
8. The Forest Service believes that the public will benefit from the products and services provided by the Borrower under the terms of the Permit.
9. The Forest Service desires the cooperation of the Lender in connection with the financing of the Improvements by the Lender.
10. The Lender desires to provide the Loan to the Borrower, which will finance recreational or other operations that provide a public service on National Forest System lands, thereby benefiting the Forest Service's special uses program.
11. The Lender and the Borrower desire the cooperation of the Forest Service in connection with financing of the Improvements by the Lender.

B. THE PARTIES AGREE AS FOLLOWS:

1. The Permit is revocable, terminable, and not transferable in accordance with its terms and federal regulations. The Permit is not real property, does not convey any interest in real property, and may not be used as collateral for the Loan.

2. As collateral for the Loan, the Borrower is giving the Lender a security interest in the Improvements, and the Forest Service acknowledges the creation of that security interest at the request of the Lender. No security interest is created in the Property or in any improvements owned by the United States. Nothing in this Agreement is intended to abridge any rights that the Lender may have under applicable law in connection with the Improvements.

<USER NOTES FOR PARAGRAPH B.2>

<Substitute paragraph B.2 below for paragraph B.2 above when stock in addition to authorized improvements will be pledged as collateral. Otherwise delete paragraph B.2 below.>

2. As collateral for the Loan, the Pledgor, [name of Pledgor], has pledged to the Lender [percentage] % of the stock issued by [name of entity], and the Forest Service acknowledges this pledge at the request of the Lender. As additional collateral for the Loan, the Borrower is giving the Lender a security interest in the Improvements, and the Forest Service acknowledges the creation of that security interest at the request of the Lender. No security interest is created in the Property or in any improvements owned by the United States. Nothing in this Agreement is intended to abridge any rights that the Lender may have under applicable law in connection with the Improvements.

3. The Borrower is in compliance with the terms of the Permit.

4. The United States receives land use fees from the Borrower based on a fee system contained in the Permit. The fee system and other Permit provisions may be modified or replaced under the terms of the Permit or federal regulations.

<USER NOTES FOR PARAGRAPH B.5>

<Include the bracketed phrases “or change in majority control of the Borrower,” “or have control of the Borrower,” and “or change in control of the Borrower” if the Permit provides for termination upon a change in control of the holder. Otherwise delete these bracketed phrases.>

5. Any transfer of title to the Improvements [or change in majority control of the Borrower] shall result in termination of the Permit. Prior to any transfer of title to the Improvements [or change in majority control of the Borrower], the Forest Service shall cooperate with the Lender in obtaining an acceptable permit holder. Issuance of a new permit shall be at the sole discretion of the Forest Service. The Forest Service shall determine that the prospective holder meets requirements under Forest Service regulations, including financial and technical capability. Pursuant to federal regulations, it is Forest Service policy not to issue a new permit for a [describe authorized use, e.g., winter sports resort or resort] to any individual or entity that does not hold title to the Improvements [or have control of the Borrower]. Transfer of title to the Improvements [or change in control of the Borrower] shall be subject to the terms of the Note, security agreement, and any other documentation made or executed in conjunction with the Loan (the Loan Documents).

6. If the Borrower fails to comply with the terms of the Permit and the noncompliance could lead to suspension or revocation of the Permit, the Forest Service shall (1) notify the Lender in writing of the noncompliance; (2) inform the Lender of any action taken in response to the noncompliance; and (3) apprise the Lender of the resolution of any disputes with the Borrower or any proposed agreement to modify the terms of the Permit arising out of the noncompliance; provided, however, that prior notice is not required under clauses (1) and (2) of this paragraph where immediate action is deemed necessary under federal regulations. Notice shall be mailed "certified return receipt requested" to the following address:

[name and address of the Lender]

Nothing in this paragraph limits the Forest Service's authority to administer the Permit under federal regulations. The Lender shall not have any claim or remedy against the Forest Service if the Forest Service fails to comply with this paragraph; provided, however, that notice shall be given as specified in this paragraph. The Lender shall have no obligation to take any action as a result of this notice, and no borrower or third party shall have any claim as a result of this notice or any action or failure to act as a result of this notice.

7. The Lender shall advise the Forest Service of impending liquidation or litigation actions which may be taken against the Borrower.

8. Upon completion of liquidation or litigation actions against the Borrower under the Loan Documents that result in loss of ownership of the Improvements, the Permit shall terminate. All the provisions of paragraph B.5 apply to a transfer of title to the Improvements resulting from liquidation or litigation actions against the Borrower under the Loan Documents.

9. If the Lender forecloses on the Improvements, the Forest Service shall, to the extent permitted under applicable law, allow physical access to the Improvements by the Lender as is necessary to liquidate the Loan or to secure the

Improvements. The lender shall give prior notice to the Forest Service of such access to the Improvements. The Lender shall obtain a temporary permit from the Forest Service in accordance with federal regulations in order to operate a business in or otherwise occupy the Improvements.

10. If the Permit is revoked, the Forest Service shall cooperate with the Lender in obtaining an acceptable permit holder. Issuance of a new permit shall be at the sole discretion of the Forest Service. The Forest Service shall determine that the prospective holder meets requirements under Forest Service regulations, including financial and technical capability. As part of this cooperation, the Forest Service shall not issue a new permit for a [describe authorized use, e.g., winter sports resort or resort] to any individual or entity that does not hold title to the Improvements.

11. Nothing in this Agreement precludes the Lender from exercising remedies against the Borrower associated with other security interests.

12. The Borrower acknowledges that its liability and the liability of any guarantors under the Loan Documents shall not be released if the Loan is assumed by a new permit holder.

13. The parties to this Agreement do not intend to confer any rights on any third party as a beneficiary under this Agreement. In addition, this Agreement does not confer the status or privileges of a permit holder on the Lender or any third party.

14. The Borrower and Lender acknowledge that the Permit and the Property are not encumbered by any of the Loan Documents and are not subject to foreclosure if the Borrower defaults. Any statement in the Permit or the Loan Documents that appears to create a security interest in the Permit or the Property is ineffective and contrary to law.

15. This Agreement shall terminate automatically upon repayment of the Loan. The Lender shall give the Forest Service notice of repayment of the Loan.

16. Nothing in this Agreement shall be construed to limit in any way the sole discretion of the Forest Service to determine the allocation of National Forest System lands, including decisions not to reauthorize any use which may be inconsistent with a land management plan or applicable law.

17. This Agreement is intended to foster consultation among the parties in order to coordinate more effectively the fulfillment of their respective rights and obligations.

18. The Lender may transfer all of its interest in the Loan to a single transferee (Transferee). A Transferee shall have the same rights and obligations as the Lender under this Agreement, provided that (a) the Transferee give written notice of such transfer, including the date of the transfer and the name, address, telephone number, and facsimile number of the Transferee, to the Borrower and the Forest Service; and (b) the Transferee be substituted for the Lender in this Agreement. Notice shall be mailed "certified, return receipt requested" to the following addresses for the Borrower and the Forest Service:

[name and address of Borrower and name and address of Forest Service]

19. The Borrower warrants that it has full authority to enter into this Agreement and covenants that it shall be binding on its representatives, successors, and assigns.

20. The undersigned officials of the Lender and the Forest Service warrant that they have the delegated authority to execute this Agreement.

21. This Agreement may be executed by different parties in separate counterparts. When all parties have signed this Agreement and all executed signature pages are attached to a single counterpart, it shall be deemed an original, fully executed copy of this Agreement.

UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE

By:
Name:
Title:
Date:

[name], **BORROWER**

By:
Name:
Title:
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