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PROSPECTUS

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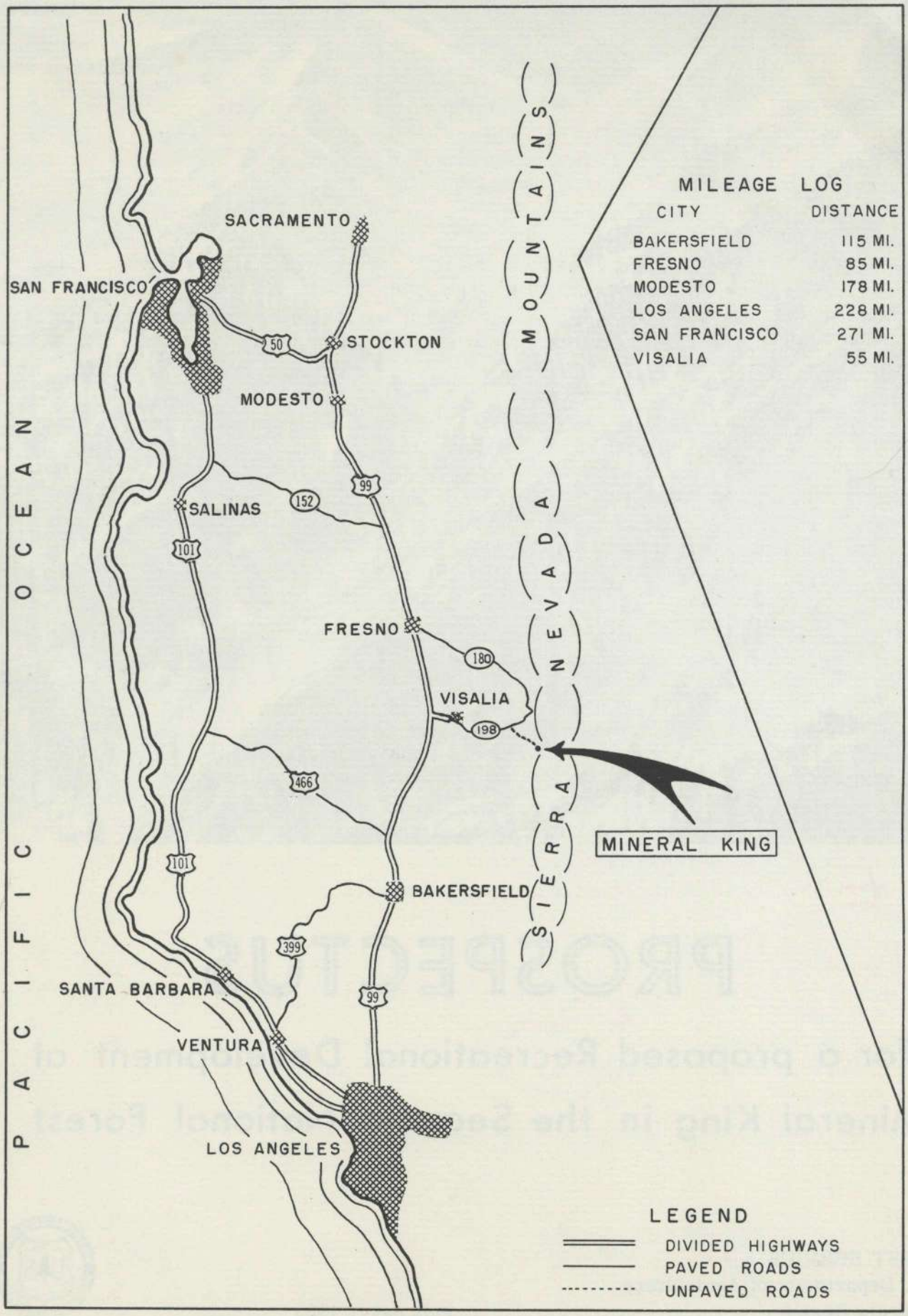
For a proposed Recreational Development at Mineral King in the Sequoia National Forest

FOREST SERVICE
U. S. Department of Agriculture
California Region

February, 1965


MILEAGE LOG
CITY DISTANCE
BAKERSFIELD 115 MI.
FRESNO 85 MI.
MODESTO 178 MI.
LOS ANGELES 228 MI.
SAN FRANCISCO 271 MI.
VISALIA 55 MI.
SACRAMENTO
SAN FRANCISCO
STOCKTON
MODESTO
SALINAS
FRESNO
VISALIA
BAKERSFIELD
SANTA BARBARA
VENTURA
LOS ANGELES
MINERAL KING
PACIFIC OCEAN
SIERRA NEVADA MOUNTAINS
50
99
152
101
180
198
466
399
LEGEND
DIVIDED HIGHWAYS
PAVED ROADS
UNPAVED ROADS

A. INTRODUCTION

The purpose of this prospectus is to solict proposals from private investors for the development of an extensive winter and summer recreation site at Mineral King, California. The area is in the Sequoia National Forest at the headwaters of the East Fork of the Kaweah River in Tulare County.

The high potential of Mineral King for a winter sports development has been recognized for more than two decades, but the lack of suitable winter access has prevented development of the area. During the past 25 years there has been little change in the access road situation at Mineral King, but during this same time, public demand for winter sports developments has increased greatly – especially in Southern California.

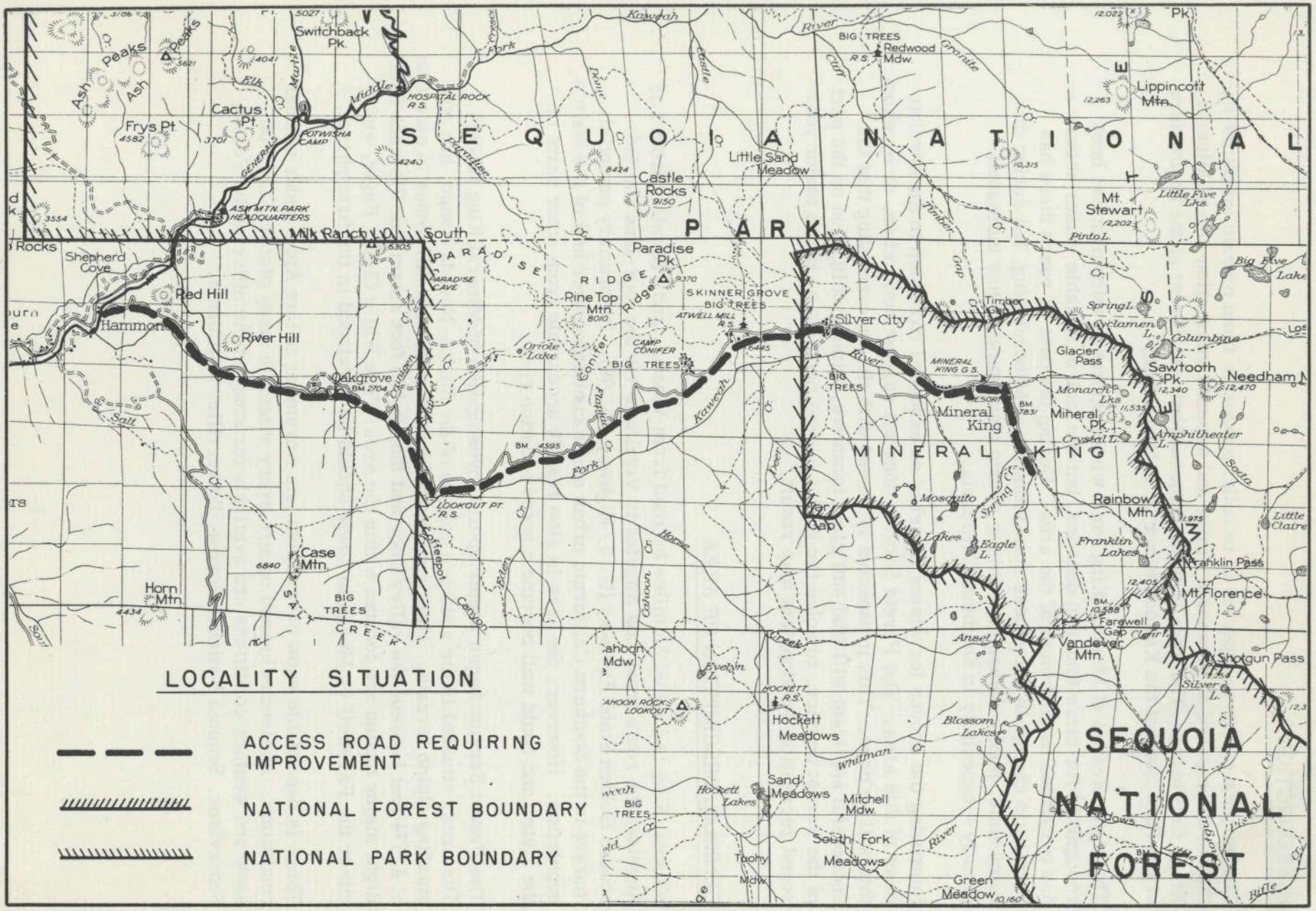
Improving the access for winter travel is an essential first step in the development of this area. The Forest Service does not suggest how, when, or by whom this will be done. This prospectus is issued with the understanding that the successful applicant will find sufficient incentive, without obligation on the part of the Forest Service, to solve the winter access problem so that a major year-round recreation development may result.

B. GENERAL DESCRIPTION OF AREA

Mineral King is located 55 miles by road from Visalia, and 228 miles from Los Angeles; the route from Los Angeles to Visalia is via the four-lane limited access Golden State Freeway (U. S. Highway No. 99). Its primary potential market is the Southern California urban areas containing over half of the State's population. However, the area is also readily accessible from other parts of the State, and could well become a noted vacation spot.

The Forest Service began winter sports investigation of Mineral King in 1945. The area, situated in the southern portion of the Sierra-Nevada Range, has outstanding alpine terrain. This is evidenced by the maximum difference in elevation of 4,574 feet between the valley floor and the 12,405 foot summit of Florence Peak. Eight major basins are located within the area. The White Chief, Eagle, and either the Farewell or Mosquito Bowls should be developed in the first phase.

There is dependable snow cover from late November to late April under normal conditions. Avalanche hazard occurs every winter in many places. Data on snow and weather conditions are available for study at the office of the Forest Supervisor, Sequoia National Forest, Porterville, California.


SEQUOIA NATIONAL PARK
MINERAL KING
SEQUOIA NATIONAL FOREST
Ash Mtn. Park Headquarters
Wolverton
Lodgepole
Giant Forest
Crescent Meadow
Tharps Rock
Moro Rock
Castle Rocks
Little Sand Meadow
Paradise Pk.
Paradise Ridge
Pine Top Mtn.
Skinner Grove
Big Trees
Atwell Mill
Silver City
Camp Conifer
Oriole Lake
Oakgrove
Hammond
Red Hill
River Hill
Shepherd Cove
Paradise Cave
Lookout Pt.
Case Mtn.
Horn Mtn.
Salt Creek
Mineral King
Glacier Pass
Sawtooth Pk.
Monarch Lks.
Mineral Pk.
Crystal L.
Amphitheater L.
Rainbow Mtn.
Franklin Lakes
Franklin Pass
Mt. Florence
Farewell Gap
Vandever Mtn.
Shotgun Pass
Silver L.
Eagle L.
Mosquito Lakes
Hockett Meadows
Hockett Lakes
Sand Meadows
Mitchell Mdw.
South Fork Meadows
Blossom Lakes
Evelyn L.
Ahoon Mdw.
Ahoon Rock Lookout
Tooby Mdw.
Green Meadow
Lippincott Mtn.
Mt. Stewart
Little Five Lks.
Big Five Lake
Timber Gap
Pinto L.
Springl.
Cyclamen L.
Columbine L.
Needham Mt.
Redwood Mdw.
Switchback Pk.
Frys Pt.
Cactus Pt.
Ash Peaks
Generals Highway
Hospital Rock
Potwisha Camp
Middle Fork Kaweah River
Marble Fork
Elk Creek
Granite Creek
Castle Creek
Timber Creek
Kaweah River
Eagle Creek
Horse Creek
Cahoon Creek
Whitman Creek
Soda Creek
Spring Creek
Deer Creek
Big Arroyo
Coffeepot Canyon
Eden Creek
Crescent Creek
Salt Creek
Big Trees
Lookout Pt. R.S.
Hospital Rock R.S.
Redwood Mdw. R.S.
Hockett R.S.
Mineral King G.S.
Mineral King Resort
LOCALITY SITUATION
ACCESS ROAD REQUIRING IMPROVEMENT
NATIONAL FOREST BOUNDARY
NATIONAL PARK BOUNDARY

The floor of the valley is relatively narrow. Careful planning is essential to provide properly for parking and other public service needs. Roughly 25 acres of usable land at the summer village of Mineral King is privately-owned. There are a few summer homes on National Forest land under separate special use permits, but no additional occupancy of this type is planned. About five miles down the valley from Mineral King Village there is a considerable acreage of private land which might be made available for residential use.

The area has two improved public campgrounds, and one is scheduled for rehabilitation in the near future. Fishing, hiking, riding, and tours to limestone caves, or to the several alpine lakes should further stimulate summer use. The area is also a base for pack trips into the High Sierra.

The 25-mile county maintained road from the vicinity of Hammond to Mineral King is narrow, winding, steep, and at present negotiable only in the summer. The last five miles of the road are in the Sequoia National Forest. About eleven miles pass through the Sequoia National Park and nine miles are on public domain and private land. Cost of relocating and improving the road to a winter access standard is estimated to exceed five million dollars. No public agency is obligated to undertake the road project, and the successful proponent will have to make appropriate arrangements.

The initial development cost, not including the access road, is conservatively estimated at three million dollars. All proponents must make their own investigations on the ground as to facts about the area, and prepare their own estimates of probable business. They are urged to visit the Forest Supervisor, Sequoia National Forest, Porterville, California, and discuss with him types of buildings and layout plans, as well as the basic standards of the Forest Service regarding safety, design, and operation of the area.

C. PROPOSED DEVELOPMENT

Proposals will be received by the Forest Supervisor, Sequoia National Forest, 900 West Grant Avenue, P. O. Box 391, Porterville, California 93258, up to 2:00 p.m. Pacific Standard Time, August 31, 1965, for permits to develop, operate, and maintain, yearlong recreational facilities at Mineral King in the Sequoia National Forest. The Forest Service reserves the right to extend the date for receiving proposals and to reject any or all proposals. Material submitted with proposals will not be returned unless specifically requested.

Initial facilities at this location will include:

1. Lifts or tramways with a capacity of 2,000 persons per hour from the valley floor.

2. Parking for 1,200 automobiles.

3. Ski shelter, first aid, communications, water supply, sanitation, and maintenance structures.

4. Resort with overnight accommodations for at least 100 individuals which may be located on privately-owned land. (Condominium structures for additional housing may also be considered, but as a minor feature, and not as a substitute for the public accommodations.)

Each applicant should submit the following material:

1. Description and plan of his proposed development for the overall area. It should include both initial and ultimate phases.

2. Outline of proposed operational plan.

3. Schematic plans for buildings, service, and parking facilities.

4. Tramway and lift information:

   (a) Plan to horizontal scale of 500 feet per inch showing location of proposed tramways or lifts with respect to existing or proposed access roads, trails, and ski slopes.

   (b) Profile to horizontal scale of 500 feet per inch and vertical scale of 100 feet per inch showing ground profiles and proposed tower locations, OR annotate the same information on oblique aerial photographs.

   (c) A brief description of the proposed tramway or lift system stating the type, capacity, tower construction, power, control and safety features.

5. Cost estimates for each planned improvement.

6. A financial statement and plan for financing the development.

7. Business and personal references.

D. SELECTION OF SUCCESSFUL APPLICANTS

Proposals for the construction, maintenance, and operation of the facilities will be reviewed and the award of preliminary permit made on the basis of the following considerations:

1. The suitability of the proposed development in terms of meeting the public need.

2. The bid fee based upon percentage of receipts (net sales, as defined in the attached sample Term Permit). No bid of less than two percent will be considered.

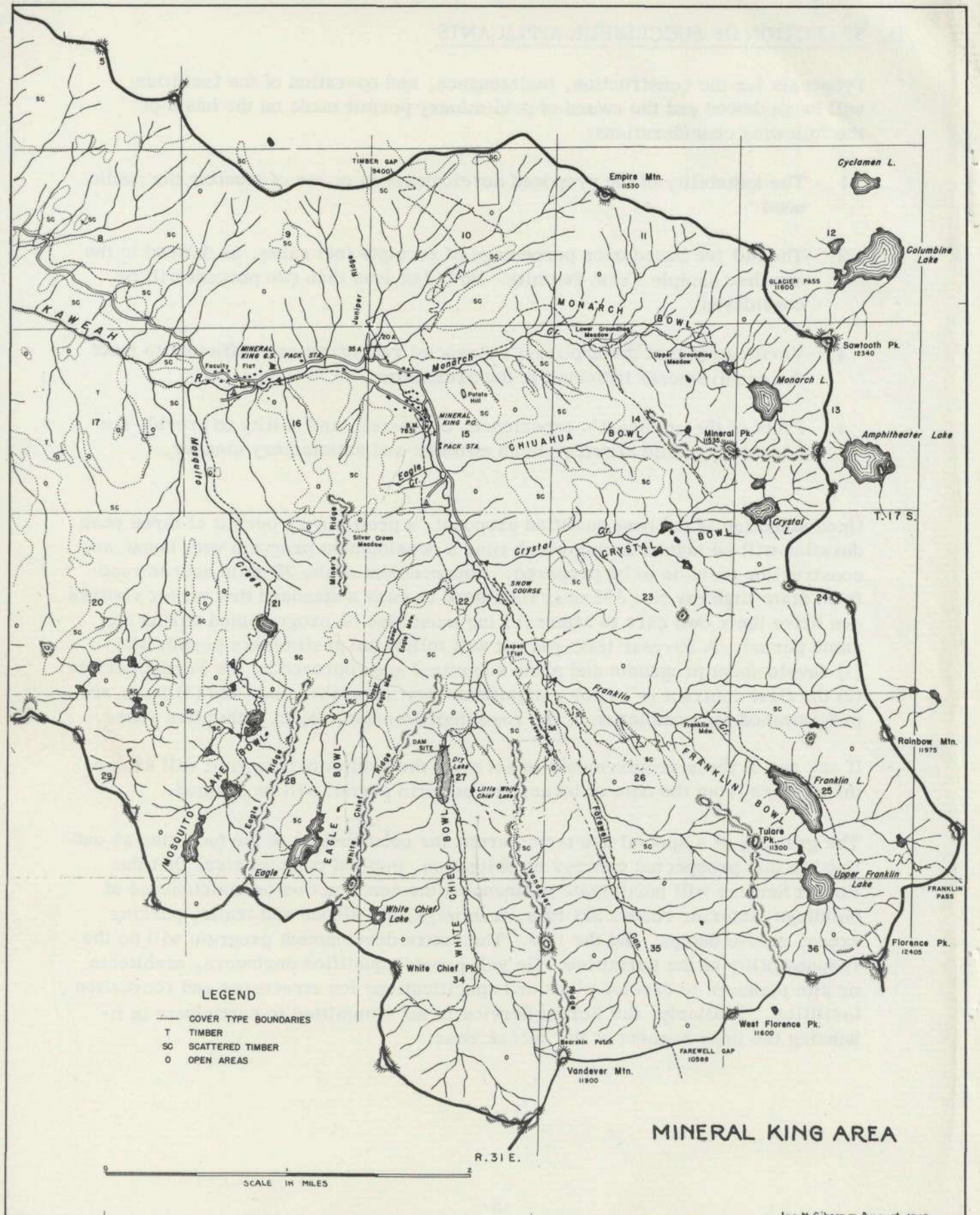
3. Verification that the applicant's financial resources are sufficient to meet the requirements indicated in the prospectus.

4. Proof of the applicant's experience, character, and ability to provide the necessary public services in an efficient and satisfactory manner.

Upon selection of the best qualified proposal, a preliminary permit of three year duration will be issued during which time a development program with layout and construction plans is to be prepared. Improvement of the 25-mile access road from State Highway No. 198 near Hammond to such a standard that winter visitors can drive their own cars to Mineral King must also be programmed during the same period. A 30-year term permit will follow the preliminary permit when (1) development programs and plans submitted are approved by the Forest Service, (2) the first contract is let for a significant portion of the road, and (3) funds are programmed for completion of the road improvement project within five years.

If any one of these requirements is not met, the preliminary permit will expire three years from the date of issue, and no term permit will be granted.

The granting of a special use term permit for construction of the facilities as outlined in this prospectus conveys no obligation, implied or otherwise, that the Forest Service will participate in financing the construction or maintenance of buildings, interior roads, ski lifts, tramways, ski slopes and trails, parking areas, refuse dumps, and the like. The entire development program will be the responsibility of the permittee. He will provide qualified engineers, architects, or site planners to develop plans and specifications for structures and recreation facilities. Similarly, the Forest Service is not committed to participate in financing the improvement of the access road.


MINERAL KING AREA
LEGEND
COVER TYPE BOUNDARIES
T TIMBER
SC SCATTERED TIMBER
O OPEN AREAS
SCALE IN MILES
R.31 E.
T.17 S.
Empire Mtn. 11530
Cyclamen L.
Columbine Lake
GLACIER PASS 11600
Sawtooth Pk. 12340
Monarch L.
Amphitheater Lake
Mineral Pk. 11535
Crystal L.
Rainbow Mtn. 11975
Franklin L.
Tulare Pk. 11300
Upper Franklin Lake
FRANKLIN PASS
Florence Pk. 12405
West Florence Pk. 11600
FAREWELL GAP 10588
Vandever Mtn. 11900
Bearskin Patch
White Chief Pk. 34
White Chief Lake
Eagle L.
Little White Chief Lake
Dry Lake
DAM SITE
SNOW COURSE
Aspen Flat
Silver Crown Meadow
Potato Hill
MINERAL KING P.O.
PACK STA.
MINERAL KING G.S.
Faculty Flat
TIMBER GAP 9400
KAWEAH
MONARCH BOWL
CHIUAHUA BOWL
CRYSTAL BOWL
FRANKLIN BOWL
EAGLE BOWL
WHITE CHIEF BOWL
MOSQUITO LAKE BOWL
Juniper Ridge
Monarch Cr.
Crystal Cr.
Eagle Cr.
Franklin Cr.
Mosquito Creek
Miner's Ridge
Eagle Ridge
White Chief Ridge
Forewell Can.
Vandever Ridge
Lower Groundhog Meadow
Upper Groundhog Meadow
Franklin Mdw.
Lower Eagle Mdw.
Upper Eagle Mdw.
Forewell Draw
Jas. N. Gibson – August, 1949.

E. PERMITS

Samples of the proposed preliminary three-year permit for planning purposes, the 30-year term permit, and a supplemental terminable permit for ski slopes, trails, parking areas, refuse and sewage disposal areas, interior roads, etc. are attached as part of this prospectus. The supplemental terminable permit is necessary since the authority of the Forest Service to issue term permits is limited to 80 acres. The term and supplemental permits will be issued for the area contemplated for actual occupancy and use in the initial phase of the accepted proposal. Each is subject to future area amendments to accommodate approved expansion plans, except that the term permit is always bound by the 80-acre limitation.

F. DEVELOPMENT PROGRAM EXPECTED (After Preliminary Permit is Issued)

1. Site plan. A site plan will be prepared by a qualified landscape architect and/or engineer showing the size, location, and relationships of the proposed facilities. All must be in accordance with land use plans of the Sequoia National Forest.

2. Architectural plans. Buildings will be planned by a qualified architect and constructed of materials that are compatible with the aesthetic values of the area. Future buildings proposed by the applicant as being necessary to develop the recreational potential of the area should be of a size and quality to harmonize with the original structures.

3. Lift or tramway plans. Either tramways, gondolas, or various types of lifts may be used in the initial development. A minimum capacity of 2,000 passengers per hour from the valley floor is required. Location to serve average skiing ability will be preferred. Aesthetic values must be preserved throughout to the greatest extent feasible. A public service shelter building located at or near the basin terminal of at least one of the lifts or tramways, in addition to service buildings in the valley, should be included in the initial phase proposal. Detailed plans, prepared or certified by an engineer licensed in California, must be approved by the Forest Service prior to the construction of each lift or tramway. These plans must meet the requirements of the American Standard Safety Code for Aerial Tramways.

4. Parking. Off-highway parking space will be provided to meet anticipated needs. This will require an initial capacity for at least 1,200 cars.

5. Interior access roads. Location and design of all temporary and permanent access roads to permitted developments on the site are subject to the approval of the Forest Service prior to construction.

6. Power and communications. Commercial electricity is not now available in Mineral King and arrangements must be made to bring in power for the numerous requirements of the proposed development. The permittee will be expected to construct and maintain an adequate telephone and/or radio system between the upper and lower terminals and any intermediate unloading points of each lift or tramway. Communication must be provided also for the adequate functioning of the required ski patrol.

7. Water supply. A number of opportunities exist for providing gravity water supply for the proposed development. The water supply, as well as its treatment and distribution, shall conform to the requirements of the Department of Public Health, State of California, and to those of the Tulare County Health Department.

8. Sanitation. All sewage and refuse must be disposed of in accordance with the requirements of Tulare County and of the Department of Public Health, State of California. The location and type of refuse disposal facilities must be approved in advance by the Forest Service.

9. Food and drink. Will be dispensed in accordance with State laws and County ordinances.

10. Signs. The design and location of all signs on the area and approaches thereto on National Forest land shall be approved by the Forest Service prior to construction and installation. Such signs will be supplied and maintained by the permittee.

11. Erosion control. The permittee will be required to include a watershed protection and restoration plan for each development programmed.

G. RENTAL FEES

The fee for the preliminary permit will be $1,000 annually. This permit primarily authorizes the successful proponent to make use of designated National Forest land for planning purposes.

The fee for the 30-year term permit will be the percent of receipts (Net Sales) bid in the proposal and will not be less than 2 percent. The permittee will make a minimum payment of 25 percent of the estimated yearly fee in advance of each accounting year. This advance payment will be credited against the total fee computed for the year, but will not be subject to refund.

H. CHARGES TO THE PUBLIC

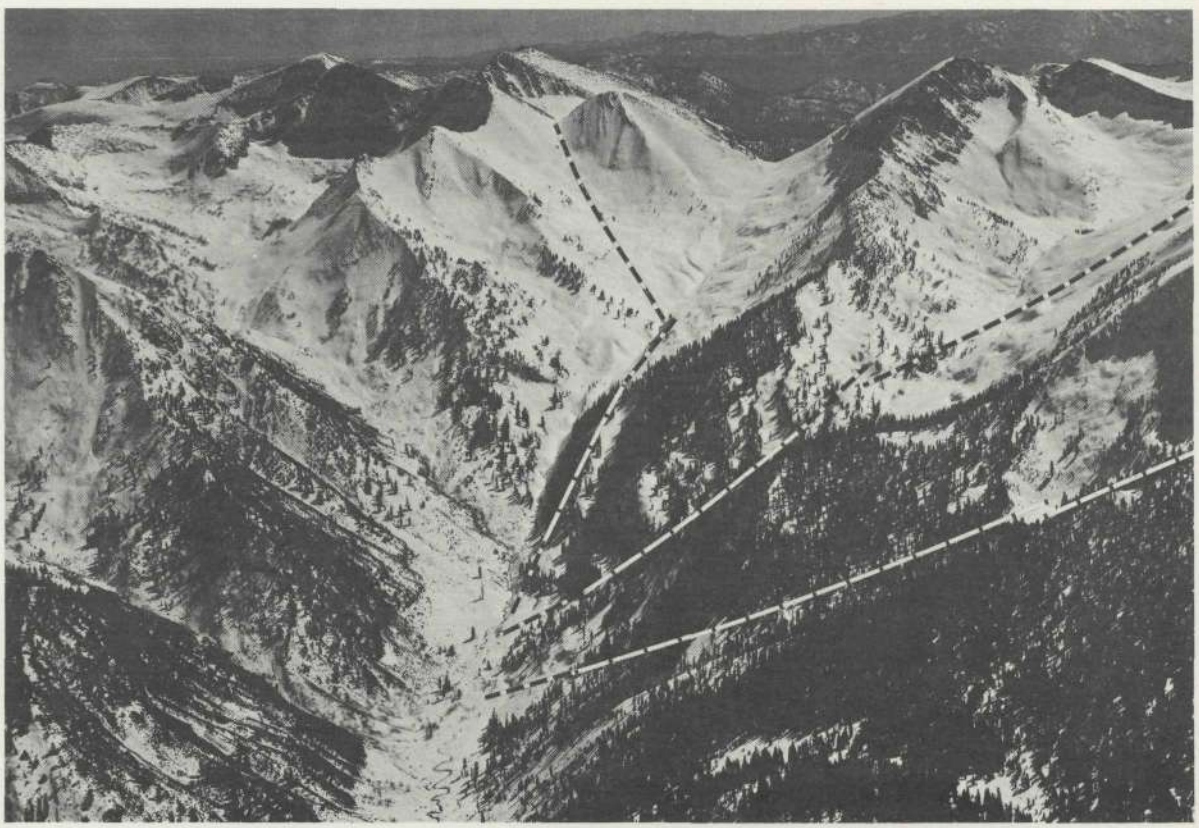
Charges for the use of the area by the public will be limited to the use of facilities provided by the permittee and will, if necessary to protect the public interest, be approved by the Forest Service. No charges will be approved that are not reasonably in line with those made for comparable services and goods on other similar areas.

I. INSURANCE

The permittee must have in force comprehensive public liability insurance in an amount not less than $100,000/$500,000.

J. BOND

A satisfactory performance bond will be required as a condition of the term permit to insure faithful compliance with the basic construction requirements, or to provide for restoration of the site if the development project should not go through to completion.



One of several ways in which the initial phase of lifts could be installed – (L to R) Farewell Bowl, White Chief Bowl, and Eagle Bowl

Preliminary Permit

United States Department of Agriculture Forest Service SAMPLE **SPECIAL USE PERMIT** Act of June 4, 1897, or February 15, 1901 This permit is revocable and nontransferable			NAME OF PERMITTEE DATE OF PERMIT , 1965
REGION 5	STATE California	FOREST Sequoia	RANGER DISTRICT Tule River

Permission is hereby granted to (successful proponent)

of _____,

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

National Forest land at the headwaters of the East Fork of the Kaweah River, commonly known as the Mineral King area, in the Sequoia National Forest.

This permit covers (as needed) acres and/or _____ miles and is issued for the purpose of:

During a period of not to exceed 3 years from the date of issue, to make detailed surveys and plans for the development of a winter and summer recreation development meeting the minimum requirements of the Mineral King Prospectus of February 1965.

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

1. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of (pro-rated amount of $1,000 per year) ~~[illegible]~~ Dollars ($_____) for the period from _____ 19 65, to December 31, 19 65, and thereafter annually on January 1, One thousand Dollars ($ 1,000.00):

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

The payment is not subject to refund when the permit expires.

(any approved survey camps)

2. ~~Construction or occupancy and~~ Use under this permit shall begin within 1 months, and ~~construction, if any,~~ shall be completed within 36 months, from the date of the permit. This use shall be actually exercised at least 30 days each year, unless otherwise authorized in writing.

3. ~~Development plans, layout plans, construction, reconstruction, or alteration of improvements, or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor.~~ Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. ~~Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.~~

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

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any beneft that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. ~~If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.~~

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

~~14. The temporary use and occupancy of the premises and improvements herein described may be~~ sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue ~~to be responsible~~ for compliance with all conditions of this permit by persons to ~~whom such premises may be sublet.~~

14. ~~15.~~ This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

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

16 ~~17.~~ This permit is accepted subject to the conditions set forth above and to conditions 17 to 19 attached hereto and made a part of this permit.

DATE	SIGNATURE OF ISSUING OFFICER	TITLE

U.S. GOVERNMENT PRINTING OFFICE : 1960—O-543353

17. A 30-year term special use permit covering not to exceed 80 acres, and a supplemental terminable area special use permit, will be issued to the permittee upon the completion of the following requirements:

(a) Approval by the Regional Forester of plans which meet or exceed the minimum requirements of the Mineral King Prospectus of February 1964.

(b) Award of the first contract for improving to public winter access standard the Tulare County road from the vicinity of Hammond, California, to Mineral King, this contract to cover a significant portion of said road.

(c) Programming of funds for completion of said road to public winter access standards within 5 years of the award of the first contract.

The term permit will not be issued unless all three requirements are met.

18. This permit will automatically terminate with the issuance of the permits described in Clause 17, and will in any event terminate on (date, three years from date of issuance).

19. This permit shall have no force or effect until it has been signed by the permittee and the Forest Service.

Date_____ Permittee_____

Date_____

_____
Lawrence M. Whitfield
Forest Supervisor

United States Department of Agriculture Forest Service SAMPLE **TERM SPECIAL USE PERMIT** *Act of March 4, 1915, as amended July 28, 1956, 16 U.S.C. 497 (1948)*	NAME OF PERMITTEE	KIND OF USE
	DATE OF PERMIT	FILE CODE
REGION: 5	STATE: California	FOREST: Sequoia	RANGER DISTRICT: Tule River

Permission is hereby granted to (successful proponent)

of _____,

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements for the period of 30 years from the date hereof:

National Forest land in portions of sections 15, 22, 27, 28 and 34, Mount Diablo Meridian, Sequoia National Forest, constituting the sites physically occupied by capital improvements other than roads, parking areas, and refuse and sewage disposal areas, as shown on the map attached to and made part hereof. Sites in other sections may be added by future amendment if public interest warrants.

This permit covers not to exceed 80 acres and/or _____ miles and is issued for the purpose of:

Constructing, operating, and maintaining a winter and summer recreation development consisting of improvements and services specifically authorized by this permit in Clause 22.

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

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

_____ Dollars ($_____)

Provided, however, That the charges for this use shall be readjusted as of, and effective on, the beginning of each 5-year period from the due date of the first annual payment in order to place the charges on a basis commensurate with the value of use authorized by this permit. See Clause 19.

2. Construction or occupancy and use under this permit shall begin within 3 months, and construction, if any, shall be completed within _____ months, from the date of the permit. This use shall be actually exercised at least 150 days each year, unless otherwise authorized in writing.

3. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

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

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

11. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

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

14. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without the prior written approval of the forest supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

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

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided,* That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with Regulation A-10 (36 CFR 211.2) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further,* That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

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

17 ~~18~~. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the preceding printed clauses will control.

18 ~~19~~. This permit is accepted subject to the conditions set forth above and to conditions 19 to 41 attached hereto and made a part of this permit.

DATE	SIGNATURE OF ISSUING OFFICER	TITLE
DATE	SIGNATURE OF PERMITTEE	

GPO 905149

19. This use is classified as Class III and the fees due the United States shall be calculated according to the following schedule:

_____percent of net sales and other income.

A minimum fee of $_____per annum is hereby established for this permit which shall be a minimum occupancy fee, due in advance, and not subject to refund.

The permittee will send to the Forest Supervisor, Sequoia National Forest, Porterville, California, on or before (2 months after close of permittee's fiscal year) of each year a statement of net sales and of other income resulting from the operations under this permit, or a profit and loss statement or other evidence, satisfactory to the Forest Supervisor, of the business transacted by the permittee.

The Forest Supervisor may require that any such statement be sworn to, and shall have the further right to examine the permittee's accounting records and supporting data.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system, and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and furnish to the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentage and will bill the permittee for this amount, less the amount of the minimum fee paid in advance, provided the latter is less than the calculated fee. If the minimum fee paid in advance is greater than the calculated fee, no refund will be made.

In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, U. S. Forest Service, 630 Sansome Street, San Francisco, California, a check, draft, or money order made payable to the Forest Service, USDA, as follows:

1. On or before (Date of beginning of permittee's fiscal year) of each year $_____ which is the established minimum fee for this use.

2. Within 30 days of receipt of statement from the Forest Supervisor, the amount calculated in accordance with the above percentage of the net sales and other income reported by the permittee and accepted by the Forest Supervisor.

Definition of Net Sales. The term "net sales", for the purpose of calculating special-use fees, shall be the gross amounts derived from all sources of the business conducted on the permitted area, or connected therewith, minus the following items:

a. Returned merchandise, refunds, and allowances.

b. State sales tax.

c. Federal excise taxes required to be collected by the permittee from the customer and paid by him to the Government (for example, taxes on theater tickets, and other admissions).

d. Federal retailer's excise taxes required to be paid by permittee to the Government (for example, taxes on sale of furs, jewelry, toilet preparations, luggage, etc.).

e. State gasoline tax, regardless of whether or not paid by permittee to the State taxing authority.

f. Amounts remitted to States representing proceeds from the sale of hunting and fishing licenses. Any commissions or fees received by permittees for selling such licenses are includable in "net sales".

20. Bonds. To guarantee the fulfillment of the conditions contained in Clause 22 of this permit, the permittee will furnish the Forest Service a surety bond in the sum of Twenty Five Thousand Dollars ($25,000) or in lieu of surety bond, shall deposit into a Federal Depository, through the Regional Fiscal Agent specified in Clause 19 of this permit, cash in the sum of Twenty Five Thousand Dollars ($25,000). As soon as security for the performance of the terms of Clause 22 or the settlement of claims incident thereto is no longer necessary, deposits in lieu of surety bond will, subject to the conditions set forth in the sentence immediately following, be returned to the permittee without interest. The permittee agrees that all moneys deposited under this permit may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

21. Insurance. The permittee shall indemnify the United States against any liability for damage to life or property arising from the permittee's occupancy or use of National Forest lands, facilities, or equipment under this permit, or by the permittee's customers or guests while using the permitted area; provided this shall not be construed to indemnify the United States against its own negligence.

At all times when any of the operations authorized by this permit are open to the public, the permittee shall have in force public liability insurance covering damage to persons in the minimum amount of $100,000 in the event of death or injury to one individual and the minimum amount of $500,000 in the event of death or injury to more than one individual for which the permittee may be liable in connection with the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. The permittee shall require the

insurance company to send an authenticated copy of his insurance policy to the Forest Service immediately upon its issuance. This policy shall contain a specific provision or rider to the effect that the policy will not be canceled or its provisions changed or deleted before 30 days written notice to the Forest Supervisor, Sequoia National Forest, Porterville, California, by the insurance company.

CONSTRUCTION AND OPERATING REQUIREMENTS

(See printed Clauses 2 and 3)

22. (This Clause will consist of a schedule for completion of each major development as determined following review and approval of the successful proponent's developmental and architectural plans. Such plans will be attached to and become a part of the permit, either physically or by appropriate reference).

No modification of the approved plans will be permitted unless specifically authorized by the Forest Supervisor in writing.

23. The design, construction, maintenance and operation of tramways and lifts shall conform to the American Standard Safety Code for Aerial Passenger Tramways. Specific exceptions may be made by the Forest Supervisor in writing. The design, construction, and maintenance of operation of lifts shall also conform to the Aerial Passenger Tramway Safety Orders of the California Division of Industrial Safety. In addition: (1) Tower and terminal sites shall be inspected in advance of construction by a Forest Officer. Protective measures as he prescribes shall be provided. (2) Safety stops on rope tows shall be of the flying ring type.

24. It is required that a California registered architect or registered engineer prepare site and building plans. Drawings must be signed by the registered architect or engineer with their registration number. State Division of Housing approval also must be obtained.

25. The permittee will assure slope stabilization and prevent soil loss throughout the permitted area by carrying out the provisions of a winter sports area erosion control plan. Said plan, when approved, shall be attached to and made a part of this permit.

26. Brush and debris resulting from all clearing shall be disposed of in a manner and at a time satisfactory to the forest officer in charge.

27. The permittee, shall, before the start of public service operations, and prior to the start of operations each year thereafter, join with the Forest Service in preparing a snow safety plan, which shall be attached to and become a part thereof upon approval of the Forest Supervisor, such plans to include the following as a minimum: (1) Special safety devices and testing. (2) Operator requirements at each lift or tow. (3) Required first aid equipment; transport or location of caches. (4) Ski slope signing

and flagging. (5) Availability of qualified Red Cross first aiders and accident reporting. (6) Avalanche, snow slide, or other natural hazards needing control. (7) Restriction of ski slopes to skiing, i.e., control of waiting lines, snags, toboggans. (8) Ski patrol requirements. (9) Operator instructions on use of lift, tow, to novices. (10) Tow track and slope maintenance. (11) Parking area traffic control and attendant requirements.

28. The execution of all parts of the snow safety plan is the responsibility of the permittee.

29. A fire prevention and control plan adequate in the judgment of the Forest Supervisor to the risks and hazards of this use shall be prepared and placed in effect by the permittee. The Fire Plan, when approved, shall be attached to and become a part of this permit.

30. All signing pertaining to the resort and its operation shall be submitted for approval of the Forest Supervisor prior to erection. Operational signs will be required in order to:

(1) Identify the area as a special use development on the Sequoia National Forest.

(2) Furnish visitors with information as to length, elevation difference and classification of ski trails.

(3) Inform the public where medical supplies and first aid patrolman may be found.

(4) Warn visitors of avalanche hazards.

(5) Encourage compliance with established winter sports etiquette.

The permittee in his advertisements, signs, circulars, pamphlets, letterheads, or like material, shall refrain from misrepresenting in any way, either the accommodations provided or the status of this permit, or of the area covered thereby or adjacent thereto and shall identify the operation as being located within the Sequoia National Forest.

31. No lines of business other than those listed in this permit may be conducted without the written approval of the Forest Supervisor.

32. The permittee will, upon request of the Forest Supervisor, submit his schedule of charges for review and, if in the Forest Supervisor's judgment he determines the rates to be excessive or out of line with rates charged for similar services elsewhere, he may require the permittee to show cause why they should not be reduced.

33. The Director of the ski school must be fully certified as a ski instructor by a recognized certifying body of the U. S. Ski Association or one of its divisions. About one third of the remaining instructors must hold associate or better certificates, with the aim to get all instructors fully certified. The permittee will designate areas where ski instruction will be conducted to avoid conflict with general public use.

34. The permittee shall provide an organized, trained, and adequately equipped ski patrol to serve according to the snow safety plan of this permit. Ski patrolmen qualifications, training, and equipment, will equal or exceed the standards of the National Ski Patrol System. Patrolmen may be provided on a paid or voluntary basis, or both. Paid ski patrolmen on patrol duty will not perform routine operating duties.

GENERAL

35. This permit is for land occupancy only and does not provide for the furnishing of road maintenance, water, fire protection, snow removal or any other such services.

36. There is specifically reserved a right of free and unrestricted access, in, through, and across the land covered by this permit for officers and employees of the United States in the performance of their official duties and for users of National Forest land, and purchasers of National Forest products when not inconsistent with the exercise of the authorized use herein granted.

37. Lifts and tramways shall be open to the free use of Forest Service personnel responsible for the administration or inspection of this recreation area, as designated by the Forest Supervisor.

38. The permittee shall indemnify the United States against any liability for damage to life or property arising from the permittee's occupancy or use of national forest lands, facilities, or equipment under this permit or by the permittee's customers or guests while using the lift or tramway-serviced area; provided this shall not be construed to indemnify the United States against its own negligence.

39. The permittee, if a corporation, shall furnish evidence of authority for execution of this agreement on behalf of said corporation. Such corporation agrees to furnish the Forest Supervisor with a current list of officers of its governing body, and to maintain a representative of the corporation in residence on this site, fully authorized to conduct corporation business with the Forest Service.

40. In connection with the performance of work under this permit, the permittee agrees as follows:

(1) The permittee will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Forest Service setting forth the provisions of this non-discrimination clause.

(2) The permittee will, in all solicitations or advertisments for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Forest Service advising the said labor union or workers' representative of the permittee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The permittee will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and of the rules, regulations, and relevent orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The permittee will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the Forest Service and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the permittee's non-compliance with the non-discrimination clauses of this permit or with any of the said rules, regulations, or orders, this permit may be cancelled in whole or in part and the permittee may be declared ineligible for further government permits in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The permittee will include the provisions of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the Forest Service may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Forest Service, the permittee may request the United States to enter into such litigation to protect the interests of the United States.

41. This permit shall have no force or effect until it has been signed by the permittee and the Forest Service.

Date_____ Permittee_____

Date_____ CHAS. A. CONNAUGHTON
Regional Forester

By_____ ~~Issuing Officer~~

Area Permit - (Supplemental to Term Permit)

United States Department of Agriculture Forest Service

SAMPLE

SPECIAL USE PERMIT

Act of June 4, 1897, ~~as amended~~
This permit is revocable and nontransferable

NAME OF PERMITTEE	KIND OF USE
DATE OF PERMIT	**FILE CODE**

REGION	STATE	FOREST	RANGER DISTRICT
5	California	Sequoia	Tule River

Permission is hereby granted to (Successful proponent)

of _____,
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

National Forest land in portions of sections 15, 22, 27, 28, and 34, Mount Diablo Meridian, Sequoia National Forest, shown on the map attached to the Term Permit of (date) issued to the above permittee, as needed for the users of the facilities and improvements specified in Clause 22 of the term permit.

This permit covers _____ **acres and/or** _____ **miles and is issued for the purpose of:**

Developing and maintaining ski slopes, trails, parking areas, refuse and sewage disposal areas, roads, etc. in conjunction with the facilities and improvements specified in Clause 22 of theforegoing Term Permit.

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

1. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of _____ **Dollars ($**_____**) for the period from** _____ **19**____**, to** _____**, 19**____**, and thereafter annually on** (see Clause 19 of Term Special Use Permit) _____**,** _____ **Dollars ($**_____**):**

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

2700-4 (Rev. 2-60)

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

3. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

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

5. This permit is subject to all valid claims.

6. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

7. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

8. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

9. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any beneft that may arise herefrom unless it is made with a corporation for its general benefit.

11. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

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

14. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

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

17. This permit is accepted subject to the conditions set forth above and to conditions 19 to 41 of the ~~attached hereto and made a part of this permit~~ foregoing Term Special Use Permit.

This permit is accepted subject to the above conditions

Date _____ Permittee _____

DATE	SIGNATURE OF ISSUING OFFICER	TITLE

GPO 970-374