

COPY SENT  
CONTROLLER  
MAR 20 1952

*Handwritten signature*  
USDO

Case Designation: U  
USES - Research  
University of California  
(Experimental Area)  
10/30/51



### SPECIAL USE PERMIT

Permission is hereby granted to the University of California  
of c/o Dr. Paul Needham, Dept. of Zoology, Berkeley 4, Calif.  
hereinafter called the permittee, to use, subject to the conditions set out below, the following-described  
lands or improvements: National Forest land Sections 5, 6, and 7, T. 18 N., R. 16 E.,  
M.D.M., as set forth on the attached map approved by P. R. Needham and dated  
August 15, 1951.

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August 15, 1951.

*[Large diagonal line crossing out this section]*

This permit covers approx. 112 acres ~~and tax~~ rights for the purpose of:  
Conducting research on fisheries and wildlife problems, and in this con-  
nection the construction and maintenance of the following: One laboratory  
tent frame 14' x 16'; 1 winterized main cabin 14' x 20', with complete  
facilities; 1 equipment cabin 14' x 16', and 1 - 14' x 16' bunkhouse tent;  
two - two-way fish traps, 10 rotary fish screens, one small water supply  
dam, and other smaller features pertinent to the work.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the condi-  
tions of this permit. This permit is issued free under Regulation U-11.

1. In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest  
Service, no check, draft, or money order made payable  
to the Treasurer of the United States in the sum of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) for the period from \_\_\_\_\_, 19, to \_\_\_\_\_,  
19, and thereafter annually on \_\_\_\_\_,

dollars (\$ \_\_\_\_\_). The charges for this use may be readjusted from time  
to time to place this permit on a basis consistent with the charge to other permittees for like privileges.

2. Construction or occupancy and use under this permit shall begin within already constructed months, and construction, if any, shall be completed within \_\_\_\_\_ months, from the date of the permit. This use shall be actually exercised at least 365 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. Merchantable timber cut must be paid for by the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

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

5. This permit is subject to all valid claims.

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

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

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

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

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

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

12. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements 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 forest supervisor, 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 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 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 provision thereof, the preceding printed clauses will control.

17. This permit is subject to the conditions set forth above and to conditions 18

to 25 attached hereto and made a part of this permit.

Date Feb. 8, 1952



(Signature of issuing officer)

Guerdon Ellis, Forest Supervisor

(Title)

18. This permit is subject to, and in agreement with, the terms of the cooperative agreement between the U. S. Forest Service and the University of California dated March 2, 1951.

19. Before construction of camp and/or facilities is started, the areas to be occupied shall be cleared of all dead brush and other debris, and thereafter such debris must be cleared and the area cleaned up annually before the opening of the fire season. Space shall be cleared surrounding toilets, outhouses, garbage pits, and all other structures and facilities adequate to prevent the spread of fire from them.

20. All trash and debris shall be collected currently and disposed of in an incinerator or in such other manner as stipulated by the District Ranger.

21. In the event of fire, the permittee shall allow the Forest Service, or other cooperating fire-fighting agencies, to draw upon any or all existing waterlines and reservoirs for water to be used for filling fire trucks or pumping for actual fire-fighting purposes.

22. All burning incidental to the clearing of rights-of-way or other operations of the permittee on the area covered by this permit shall be done before April 1 or after October 15 of any year, except as this requirement is waived in writing by the District Ranger with such stipulations as he may require. During this same period no other brush, slash, debris or camp refuse shall be burned without the written consent of the District Ranger in charge of the National Forest area within which the operation covered by this permit is situated, and fires for warming, lunches, or other purposes shall be lighted only at such places and under such conditions as he may specify.

23. This permit conveys no right to the use of the waters involved.

24. Pollution of the water will not be permitted.

25. If the permittee desires to exclude from general public use any portion of the territory on the attached map, it will be necessary that the area be fenced; otherwise all of the region will be open to public use. A neat sign, preferably of wood, indicating a fish-experimental area should be placed opposite the headquarters. (This sign can be made by the Forest Service under cooperative agreement if desired by the permittee). At frequent intervals along the fence surrounding the excluded territory Government metal signs indicating a special use area will be a requirement.