

SPECIAL USE PERMIT
Act of October 21, 1976 (PL 94-579)

This permit is revocable and nontransferable
(Ref. FSM 2710)

a. Record no. (1-2)	b. Reg. no. (3-4)	c. Forest (5-6)
70	25	12
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
53	7285	916
g. State (16-17)	h. County (18-20)	i. Card no. (21)
06	071	1

Permission is hereby granted to Arrowhead Puritas Waters, Inc. Arrowhead Mt. Spring Water Company
P. O. Box 2293 Terminal Annex, Los Angeles, CA 90051 601 E. Potrero Grande
San Mateo, CA 94404
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A right-of-way not to exceed five (5) feet in width and approximately 23,020 feet in length across portions of National Forest land in Section 6, T1N, R3W, NE 1/4 of Section 12, SE 1/4; SE 1/4, Section 1, T1N, R4W, S 1/2 of Section 30 and Section 31, T2N, R3W, SBB&M as shown more particularly on the map entitled "Arrowhead Puritas Waters, Inc., (916), System and Supply," dated June 1976 by A. W. Hess and revised 30 November 1977 by Gene Taliaferro and made a part hereof.

This permit covers 2.7 acres and/or 4.36 miles and is issued for the purpose of:

maintaining thereon water transmission lines, necessary service trails to maintain pipelines and water collection tunnels, horizontal wells, and spring boxes.

1. Construction or occupancy and use under this permit shall begin within --- months, and construction, if any, shall be completed within 5 9 94 months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of two hundred twenty Dollars (\$ 220.00) for the period from January 1, 1979, to December 31, 1979, and thereafter annually on January 1 Two hundred and twenty Dollars (\$ 220.00):

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.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 28 including Exhibits attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	Arrowhead Puritas Waters, Inc.	<i>James E. Stewart</i> Vice President - Production	8/8/78
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	<i>James R. Mattiazzi</i>	Acting Forest Supervisor	8/2/78

(CONTINUED ON REVERSE)

2700-4 (7/71)

2-78 54W

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

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

6. This permit is subject to all valid claims.

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

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

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

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

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

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

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

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

15. 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.

16. 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.

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

18. Service Charge

A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or \$15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday.

Service Fee for Issuance of New Permit

A service fee of twenty-five dollars (\$25.00) will be charged for issuance of a new permit as a result of any change of ownership.

19. Nondiscrimination, Services

During the performance of this permit, the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
- d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

20. Indemnification of United States

The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

21. Esthetics

The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

22. Erosion Control

The permittee shall be responsible for the prevention and control of soil erosion and gullyng caused by permittee either directly or indirectly, on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by the Forest Service.

23. Permit Termination

*revised
by AMW. No. 1
6-24-81*

Unless sooner terminated or revoked in accordance with the provisions of the permit, this permit shall expire and become void upon issuance of a new authorization or one year after publication of regulations by the Secretary of Agriculture under the provisions of Title V, P. L. 94-579, whichever comes first, but a new authorization to occupy and use the same National Forest land will be issued provided the permittee will comply with the then-existing rules and regulations governing the occupancy and use of National Forest lands.

24. Rights Reserved

The land herein described is subject to certain rights reserved by or outstanding in parties other than the United States, and nothing herein shall abridge said rights or authorize prevention or obstruction of the reasonable exercise thereof.

25. Area Access

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

26. Water Rights

This permit confers no right to the use of water by the permittee.

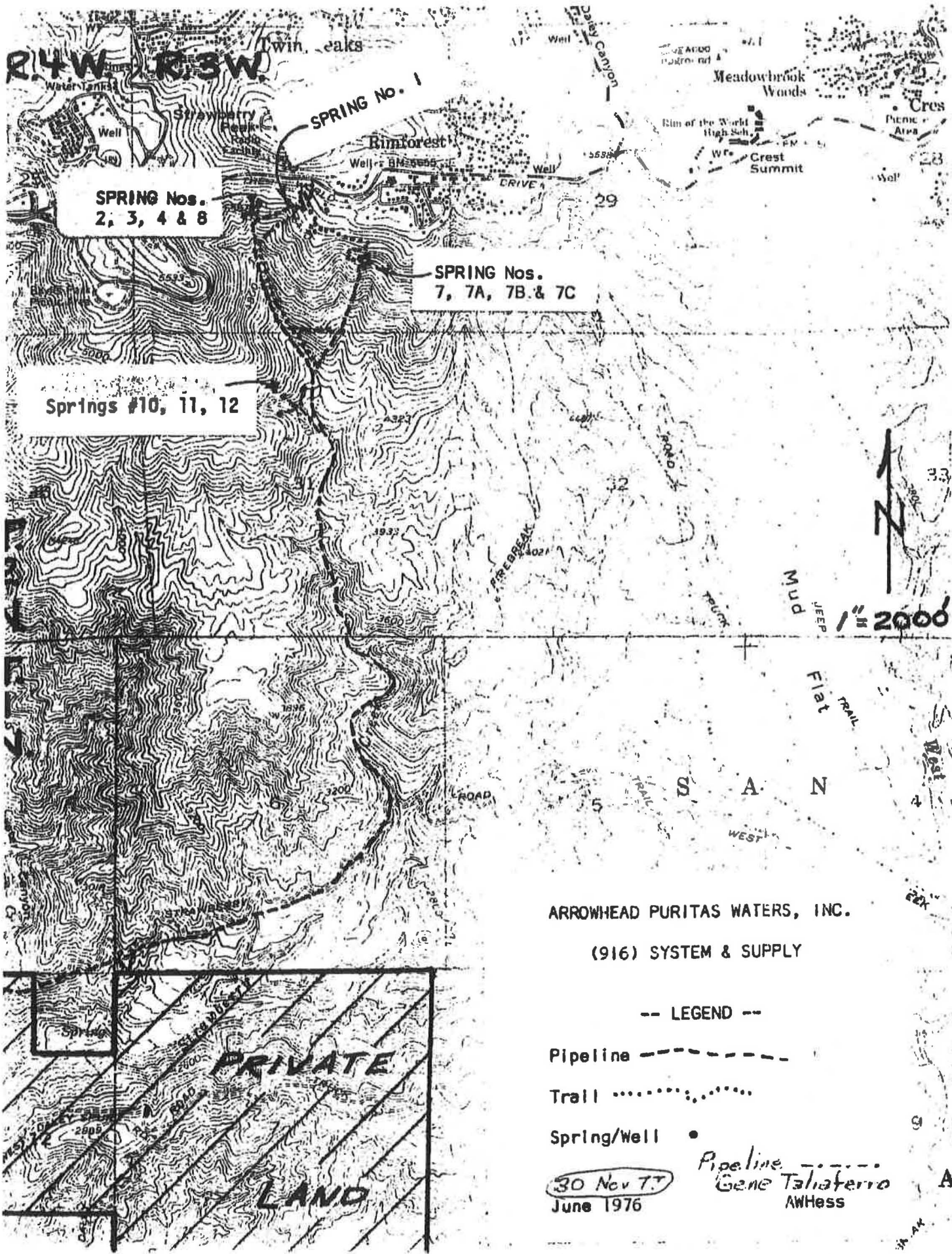
27. Risk and Hazards

Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way and immediate adjoining area for dangerous trees, hanging limbs and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

28. Superseded Permit

This permit supersedes a special-use permit designated:

Arrowhead and Puritas Inc.
System, Supply 7/21/76
issued by Doug MacWilliams
Forest Supervisor



SPRING Nos.
2, 3, 4 & 8

SPRING Nos.
7, 7A, 7B & 7C

Springs #10, 11, 12

1" = 2000'

ARROWHEAD PURITAS WATERS, INC.

(916) SYSTEM & SUPPLY

-- LEGEND --

Pipeline - - - - -

Trail

Spring/Well •

30 Nov 77
June 1976

Pipeline - - - - -
Gene Tahaferro
AWHess

A

United States Department of Agriculture
Forest Service

Act of Oct. 21, 1976 (PL 94-579)

AMENDMENT #1
FOR
SPECIAL USE PERMIT
Ref: FSM 2714

a. Record no. (1-2)

70

b. Region (3)

05

c. Forest (5-6)

12

d. District (7-8)

33

e. User number (9-12)

7285

f. Kind of use (13-15)

916

g. State (16-17)

06

h. County (18-20)

021

i. Card no. (21)

1

THIS AMENDMENT IS ATTACHED TO AND MADE A PART
OF THE

☐ TERM

☒ ANNUAL PERMIT

For System, Supply (916)

issued to

Arrowhead Puritas Waters, Inc. (NAME OF PERMITTEE)

8/2/1978 (DATE OF PERMIT)

which is hereby amended as follows: change clause 23 Permit Termination to read as follows:

"Unless sooner terminated or revoked by the Forest Service in accordance with the provisions of the permit, this permit shall, subject to annual revalidation by the Forest Service and payment of fees by the permittee, expire and become void on 8/2/1988, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than 1 year prior to said date that such new permit is desired."

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE Arrowhead Puritas Waters, Inc.	SIGNATURE OF AUTHORIZED OFFICER <i>James C. Stewart</i> TITLE VICE PRESIDENT	DATE 6/10/81
ISSUING OFFICER	NAME AND SIGNATURE <i>Robert R. Tyrrel</i> Robert R. Tyrrel	TITLE <i>acting</i> Forest Supervisor	DATE 6/24/81

COPY FOR DISTRICT RANGER

AMD. #1