

FR W. CRAVEN  
P.O. BOX 9389, - 4, CA, 96158

5-541-4344

10/28/94

P1/3

TO GLEN ADAMS

REF. F.L. LAKE WATER LEVEL  
AS PER OUR TEL. CONVERSATION OF 10/1/94 PLEASE  
FIND ENCLOSED

BACK GROUND AGREEMENTS  
ENCLOSED COPIES

- (A) 1- COPY OF ORIG M.O.U. W/USFS DATED 1972  
(7 PAGES)
- (B) 1- COPY OF AMENDMENTS TO ORIG M.O.U. W/USFS  
DATED 1982 (2 PAGES)
- (C) 1- COPY OF AMENDMENTS TO ORIG M.O.U. W/USFS  
DATED 1987 (2 PAGES)

↑  
THESE 3 DOCUMENTS WHEN WORKED AS A  
WHOLE REPRESENT OUR M.O.U. WITH THE  
USFS.

THE FOLLOWING THREE "BOOKS" ARE THE  
U.S.I.F.S. - ITBMU" WORK BOOKS WHICH THE  
USFS USES TO SET CONTROL POLICY ON  
THE LAKE LEVEL

(I HAVE THESE ON ORDER FOR FORWARDING  
TO YOU - ALLOW 2 WKS)



DOCUMENTS WHICH SHOULD BE OBTAINED FROM USFS - LTBMU. I HAVE CALLED AND ORDERED DUPLICATES & THEY WILL BE MAILED TO ME & I WILL FORWARD THEM.

(I) 1. ENVIRONMENTAL ASSESSMENT REPORT OF LOW WATER MANAGEMENT OF FALLEN LEAF LAKE  
PREPARED BY TOBY HANES JAN 19, 1981  
(20 PAGES)

(II) 2. MINIMUM FLOW NEEDS FOR TAYLOR CREEK LTBMU WITH TAYLOR CREEK KOKANEE FISHERY.  
PREPARED TOBY HANES JUNE 1981  
(34 PAGES)

(III) 3. HYDROLOGIC ANALYSIS OF THE FALLEN LEAF LAKE WATERSHED. AND OPERATION PLAN FOR FALLEN LEAF LAKE  
PREPARED BY TOBY HANES  
(46 PAGES) JUNE 1981

P 3/8

KEY INTEREST AREAS IN USEFS "BOOKS"

BOOK

(II) OPERATION PLAN

HISTORY PAGES 3-4

LAKE LEVELS PAGE 12, 13

PLAN II PAGE 37

FLOOD PROTECTION PAGE 37, 38

CONCLUSIONS PAGE 39

BOOK

(I) ENVIRONMENTAL ASSESSMENT REPORT

INTRODUCTION PAGE 1, 2

HISTORY ✓ 2, 3, 4-8x

OLD DAM CONSTRAINT PAGE 11, 12, 13

DISCUSSION - Para 2, PAGE 18

PERSON TO WORK THRU AT SLT OFFICE  
OF USEFS:

GAYLE ELLIS (FEMALE)

LITBML FISHERIES DEPT.

HER PHONE 916-573-2681 @ DESK

OFFICE ✓ 916 573-2600 @ MAIN OFF.

THIS GAL IS HANDLING LAKE LEVEL, FLOODS, ETC  
THERE APPARENTLY IS NO LONGER A RESIDENT

WIL  
NOON  
10-28-94  
1:43



DR 15 W/O  
AMEND

1972

COPY

(A)

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FOREST SERVICE AND  
FALLEN LEAF LAKE PROTECTION ASSOCIATION  
REGARDING OPERATION OF FALLEN LEAF LAKE

THIS MEMORANDUM OF UNDERSTANDING, by and between  
the FOREST SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE,  
acting through the Regional Forester, California Region,  
and FALLEN LEAF LAKE PROTECTION ASSOCIATION, a California  
corporation, hereinafter referred to as "the Association",

WITNESSETH:

WHEREAS Fallen Leaf Lake, located in El Dorado  
County, California, within the exterior boundaries of the  
Eldorado National Forest, is bordered by lands of said  
national forest and various private lands;

WHEREAS said lake is a natural lake whose level  
has been raised, and has been and is controlled, by means  
of a dam at the natural outflow of said lake into Taylor  
Creek;

WHEREAS said dam is located on national forest land,  
and since 1951 or thereabouts has been operated and con-  
trolled by the Forest Service;



WHEREAS the Association is a nonprofit corporation organized and existing under the laws of the State of California, whose members are owners and occupants of lands on or near said lake, and the purpose of which is to protect the water rights of its members;

WHEREAS the owners of private lands bordering on said lake are also, by virtue of such ownership, the owners of riparian rights in and to the waters of said lake, including the right to have the levels of the lake kept within limits that are consistent with the enjoyment by said owners of the natural advantages flowing from such ownership, subject, however, to the prescriptive rights to regulate the water levels which the Forest Service owns by virtue of the acts of its predecessors in the ownership and operation of said dam;

WHEREAS the precise extent of the said riparian rights of said private owners and the precise extent of the prescriptive rights of the Forest Service have been the subject of dispute from time to time;

WHEREAS on March 30, 1971, the Association, together with Harold D. Pischel and Carl R. Koch as two of the private owners of lands bordering on said lake, on their own behalf and on behalf of all other such owners, filed suit in the United States District Court for the Northern District of

California against the United States of America (No. C-71-619-LHB), seeking a declaration of the respective legal rights of the private owners of such lands and of the United States with respect to the regulation of the level of said lake, and also seeking monetary damages for alleged injury to certain of the property rights of said private land owners resulting from the manner in which the Forest Service had theretofore regulated said water levels;

WHEREAS the parties hereto have agreed upon a formula for the regulation of said water levels which, in practice, will, if adhered to, be mutually satisfactory; and

WHEREAS, in order to avoid the expense and inconvenience of prosecuting the above-mentioned action to judgment, the parties are willing to agree upon the said formula and to defer litigation indefinitely so long as the formula is adhered to;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. All water levels referred to hereinbelow shall be as measured on the automatic water-stage recorder installed by the United States Geological Survey and located on the western shore of Fallen Leaf Lake near the southern end of the road on the western side of said lake, or, when measurements from that recorder are not available, then as measured



on the automatic water-stage recorder located in Dr. D. K. Pischel's boathouse on the eastern shore of said lake, both of which devices record water levels in feet above U.S.G.S. elevation 6,372.30 feet.

2. The Forest Service shall not, by its own acts or omissions, cause the water level in said lake to exceed 4.5 feet, except when a higher level could not reasonably have been prevented, as, for example, during high winds or sudden floods.

3. The Forest Service shall not draw the water level of said lake down below 3.0 feet on September 30 of any year, nor below 1.5 feet on December 31 of any year, except as provided in paragraph 4 below.

4. If, in any year,

(a) the measured water content of the snow on or about April 1 at the Lake Lucille snow course in either that year or the preceding year is not more than 80% of normal, and

(b) the outflow from said lake, as measured by the United States Geological Survey at the stream gaging station established by it on Taylor Creek below said dam, does not exceed 10 cubic feet per second at any time between June 1 and July 15 and

the water level nevertheless fails to reach 4.5 feet at any time within that period, then, in that year, the Forest Service shall not draw the water level of said lake down by September 30 more than 1.5 feet below the maximum level attained between June 1 and July 15, but in any event no lower than 2.5 feet, nor by December 31 more than 3.0 feet below the maximum level attained between June 1 and July 15, but in any event no lower than the level of 1.0 feet.

5. The Association agrees forthwith to dismiss without prejudice said action No. C-71-619-LHB. The Association further agrees that so long as the Forest Service adheres to the agreement above set forth concerning the regulation of the water levels in said lake, the Association will not itself file, nor will it urge or encourage any of its members to file, nor will it finance the institution or prosecution of, any suit against the United States or any agency thereof seeking monetary or any other relief because of the manner in which the Forest Service is regulating the level of said lake. The Forest Service recognizes that the action now pending is being dismissed in reliance upon the expressed intention of the Forest Service to adhere indefinitely to the agreements above expressed, and that any failure on its part to do so



would leave the Association and its members to resume litigation. It is further agreed that neither the Forest Service nor the private land owners shall gain or lose any legal rights by reason of the dismissal of the said action or by reason of acquiescing in the operations to be conducted pursuant to this agreement.

6. This Memorandum of Understanding may be amended at any time by mutual agreement of the parties hereto or their successors in interest.

7. This Memorandum of Understanding shall become effective when it has been executed by both parties and by Harold D. Pischel and Carl R. Koch.

IN WITNESS WHEREOF, the parties hereto, by themselves or their duly authorized officers, have executed this agreement on the respective dates indicated below.

FOREST SERVICE, UNITED STATES  
DEPARTMENT OF AGRICULTURE

By Douglas R. Leisz  
Douglas R. Leisz, Regional  
Forester, California Region

Date March 6, 1972

FALLEN LEAF LAKE PROTECTION  
ASSOCIATION

[Seal]

ATTEST:

By Harold D. Pischel

Title President

Franklin F. Gallaugher Date Feb 16 1972  
Secretary

HAROLD D. PISCHEL and CARL R. KOCH, as the named individual plaintiffs in the action above referred to, hereby join in the foregoing agreement, specifically including the agreement to dismiss said action without prejudice. Insofar as the named plaintiffs have assumed to act for the other private owners of land bordering on said lake, this agreement is also made on their behalf.

*Harold D. Fischel*

*Harold D. Fischel*

Harold D. Fischel

Date Feb 14 1972

*Carl R. Koch*

Carl R. Koch

Date Feb 15 1972



(B)

AMENDMENTS  
TO  
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AMENDMENTS TO  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FOREST SERVICE AND FALLEN LEAF LAKE  
PROTECTION ASSOCIATION REGARDING  
OPERATION OF FALLEN LEAF LAKE

The MEMORANDUM OF UNDERSTANDING entered into by and between the Forest Service, United States Department of Agriculture, and the Fallen Leaf Lake Protection Association, a California corporation, in 1972 is hereby mutually amended as follows:

1. Paragraph 1 is amended to read as follows:

All water levels referred to hereinbelow shall be as measured on an automatic water-stage recorder located on the western shore of Fallen Leaf Lake near the southern end of the road on the western side of said lake which records water levels in feet above elevation 6,372.30 feet.

2. Paragraph 2 is amended to read as follows:

The Forest Service shall not, by its own acts or omissions, cause the water level to exceed 4.5 feet, except when a higher level could not reasonably have been prevented, as, for example, during high winds or sudden floods, or during the period between June 30 and July 2, when the desired lake level of 4.5 feet cannot be attained without the possibility of its being exceeded by up to 0.05 foot (in which case the water level shall be lowered to or below 4.5 feet by July 3).

3. Paragraph 4, subparagraph (b) is amended as follows:

The outflow from said lake, as measured on an automatic water-stage recorder located at the stream-gaging station established on Taylor Creek below said dam, does not exceed 10 cubic feet per second at any time between June 1 and July 15 and the water level nevertheless fails to reach 4.5 feet at any time within that period,

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed these amendments in duplicate on the respective dates indicated below.

FOREST SERVICE, UNITED STATES  
DEPARTMENT OF AGRICULTURE

By

Zane G. Smith, Jr.

Zane G. Smith, Jr., Regional  
Forester, Pacific Southwest Region

Date Dec 5, 1980

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

FALLEN LEAF LAKE PROTECTION ASSOCIATION

By Bernard E. Elvengren

Title President

Date December 5, 1980



AMENDED  
10 87  
1400

(C)

AMENDMENTS TO  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE FOREST SERVICE AND FALLEN LEAF LAKE  
PROTECTION ASSOCIATION REGARDING  
OPERATION OF FALLEN LEAF LAKE

The MEMORANDUM OF UNDERSTANDING entered into by and between the Forest Service, United States Department of Agriculture, and the Fallen Leaf Lake Protection Association, a California corporation, in 1972 is hereby mutually amended as follows:

1. Paragraph 1 is amended to read as follows:

All water levels referred to hereinbelow shall be as measured on an automatic water-stage recorder located on the western shore of Fallen Leaf Lake near the southern end of the road on the western side of said lake, or when measurements from that recorder are not available, then as measured on the automatic water-stage recorder located in the Pischel boathouse on the eastern shore of said lake, both of which devices record water levels in feet above U.S.G.S. elevation 6,372.30 feet.

2. Paragraph 2 is amended to read as follows:

The Forest Service shall not, by its own acts or omissions, cause the water level to exceed 4.5 feet, except when a higher level could not reasonably have been prevented, as, for example, during high winds or sudden floods, or during the period between June 30 and July 2, when the desired lake level of 4.5 feet cannot be attained without the possibility of its being exceeded by up to 0.05 foot (in which case the water level shall be lowered to or below 4.5 feet by July 3).

3. Paragraph 4, subparagraph (b) is amended as follows:

The outflow from said lake, as measured on an automatic water-stage recorder located at the stream-gaging station established on Taylor Creek below said dam, does not exceed 10 cubic feet per second at any time between June 1 and July 15 and the water level nevertheless fails to reach 4.5 feet at any time within that period,

4. The following Paragraph 8 is hereby added:

If the Forest Service employs a third party to check the gaging devices at the automatic water-stage recorder on the western shore of said lake and at Taylor Creek and to maintain the records of measurements taken, the selection of such third party shall require the approval of the Association, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed these amendments in duplicate on the respective dates indicated below.

FOREST SERVICE, UNITED STATES  
DEPARTMENT OF AGRICULTURE

By Zane G. Smith, Jr.  
Zane G. Smith, Jr., Regional  
Forester, Pacific Southwest Region

Date 7/31/87

FALLEN LEAF LAKE PROTECTION ASSOCIATION

By George Deanecker

Title President

Date July 11, 1987

[SEAL]

ATTEST:

C. Thomsen  
Secretary