REPORT OF INV					
Controlling Office	Investigating Office				
R-5 Law Enforcement and Investigations	LE&I - Los Padres National Forest				
Case Type	Investigative Period				
Wildland Fire	From: August 15, 2014 To: October 14, 2				
Case Status	Report Type .				
Pending Administrative Action	Supplemental				
Case Name	Investigated By				
Pfeiffer Fire	SAb6 & b7(C)				

#### **SYNOPSIS**

The United States Forest Service (USFS) investigated the Pfeiffer Fire which was reported to the Monterey County Communications Center at approximately 11:46 PM on Sunday, December 15, 2013, within the Los Padres National Forest boundary. The first caller observed flames on Pfeiffer Ridge across from the Big Sur Lodge, which is located along Highway 1 in Big Sur, California.

The cause of the fire was determined to be high resistance heating of the Pfeiffer Ridge Mutual Water Company electrical control wires immediately adjacent to a steel water pipe line. The high resistance heating of the electrical control wires created a competent ignition source for this fire. The first fuel ignited was accumulated dried leaves and redwood needles.

All other fire cause categories were investigated and excluded.

This supplemental report provides amplifying information about the Pfeiffer Ridge Mutual Water and Road Company.

		b6 &	o7(C)_		
Distribution	Prepared I				10/15/2014
<u>Unit</u>	Copies				Date
LEI, WO		1			
LEI, Region5	1 Reviewed I	3y:			
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US Attorney	1	nn X	, n/(		
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(Reference FSH 5309.11)

13-05-MAYM02D

### **INTRODUCTION**

The United States Forest Service (USFS) investigated the Pfeiffer Fire which was reported to the Monterey County Communications Center at approximately 11:46 PM on Sunday, December 15, 2013, within the Los Padres National Forest boundary. The first caller observed flames on Pfeiffer Ridge across from the Big Sur Lodge, which is located along Highway 1 in Big Sur, California.

The cause of the fire was determined to be high resistance heating of the Pfeiffer Ridge Mutual Water Company electrical control wires immediately adjacent to a steel water pipe line

## **DETAILS**

APPLICABLE STATUTES

Timber set afire- 18 USC 1855

Causing timber, trees, slash, brush or grass to burn-36 CFR 261.5 (c)Causing a fire - California Health and Safety Code 13001

Liability for damage from starting a fire - California Health and Safety Code 13007

Fire Suppression costs collectible - California Health and Safety Code 13009

Causing a fire - California Public Resource Code Section 4435

#### Pfeiffer Ridge Mutual Water Company Special Use Permits

The Los Padres National Forest issued a Special Use Permit (SUP) to the Pfeiffer Ridge Mutual Water Company on March 28, 1985. The Pfeiffer Ridge Mutual Water Company SUP permitted the construction, operation, and maintenance of "a buried well with 10 H.P. submersible pump and a buried 2-inchgalvanized water pipeline for domestic water supply." The permitted installation was a strip of NFS lands five feet in width located in the following Township and Range: T19S, R2E, MDB&M, Section 30, Lot 5 thence along the USFS Right of Way over Pfeiffer Ridge Road within to T19S, R1E, MDB&M, Section 25, S1/2, NE ¼, N1/2, N1/2, SW1/4. A sketch is attached to the permit. (**EXHIBIT 1 USFS SUP Pfeiffer Ridge Mutual Water Company, March 28, 1985**)



(Reference FSH 5309.11)

13-05-MAYM02D

## **Corporate Filing for Pfeiffer Ridge Mutual Water and Road Company**

A search of databases showed that the Pfeiffer Ridge Mutual Water and Road Company is a non-profit corporation in the state of California. A search of California Secretary of State databases shows that the Pfeiffer Ridge Mutual Water and Road Company is assigned a corporation number of b6 & b7(C). The California Secretary of State also lists b6 & b7(C) as the b6 & b7(C) of the Pfeiffer Ridge Mutual Water and Road Company. (EXHIBIT 2 California Secretary of State Electronic Business Entity Search result for Pfeiffer Ridge Mutual Water and Road Company)

## **Confirmation of Interested Party**

Special Agent (S/A) b6 & b7(C) called a listed number for b6 & b7(C). A female answered the phone and told S/A b6 & b7(C) that she was b6 & b7(C) and that b6 & b7(C) is b6 & b7(C) of the Pfeiffer Ridge Mutual Water and Road Company.

S/A b6 & b7(C) called and spoke with Los Padres National Forest b6 & b7(C)

processes all the payment invoices for permittees on the Los Padres National Forest.

b6 & b7(C) confirmed that b6 & b7(C) is listed as the b6 & b7(C) for the Pfeiffer Ridge Mutual Water and Road Company in the USFS payment system for special use permit payments.

b6 & b7(C) confirmed that the Pfeiffer Ridge Mutual Water and Road Company had paid its permit fees in 2013 and 2014.

\*\*\*\*

(Reference FSH 5309.11)

13-05-MAYM02D

## **SUBJECTS OF INVESTIGATION**

	T
Business	Pfeiffer Ridge Mutual Water and Road Company
Corporation Type	Non-profit
California Corporation Number	b6 & b7(C)
Taxpayer ID Number	b6 & b7(C)
DUNS ID	b6 & b7(C)
Address	PO Box 531
	Big Sur, CA 93920
b6 & b7(C)	b6 & b7(C)
Address	DO & DI (C)
Phone Numbers	
Email	
b6 & b7(C)	b6 & b7(C)
Address	50 a 57 (0)
Phone	

## JUDICIAL ACTION

Not Applicable

# **ADMINISTRATIVE ACTION**

**Pending** 

\*\*\*\*



(Reference FSH 5309.11)

13-05-MAYM02D

# **EXHIBITS**

Number	Description Of Exhibit	Page
1	USFS SUP Pfeiffer Ridge Mutual Water Company, March 28, 1985	2
2	California Secretary of State Electronic Business Entity Search result for	3
	Pfeiffer Ridge Mutual Water and Road Company	

NOTE:

# EXHIBIT 1

DISTRIBUTION	: Permittee	\$.0.		<u> </u>	ont	. RD	
United States Departm		e. Record no. (1-2	2)	b. Region (3-4)		. Forest (5-6)	-
Forest Se	rvice		70		05		07
SPE	ECIAL USE PERMIT	d. District (7-8)	<del>-7.2</del>	e. User number (9-1)		. Kind of use (13	3-15)
	Act of June 4, 1897		51	42	6]		915
	is revocable and nontransferable	g. State (16-17)		h. County (18-20)	;	c. Card no. (21)	
	(Ref. FSM 2710)		06	1	53		1
		<u> </u>		-			
Permission is	hereby granted to Pfeiffer R	idge Mutual	Wat	er Company			
of 1300 Midval	e Avenue, Los Angeles, CA	90024					
hereinafter called or improvements: within -	the permittee, to use subject to t A strip of National Fore	he conditions st System 1	set o	ut below, the fo	lowi wid	ngdescribed th located	lands
· ·	T. 19S., R.	2E., MDB&M					
	· Section 30,	Tot 5					
which is paral	lel to and five feet south		exi	sting waterli	ne :	and telepho	one
	along the USDAForest Ser	vice Right	of W	ay over the F	fei	ffer Ridge	
Road within -	T. 19S., R.	1E., MDB&M					
		Sinei, Nini	₂SW¹₄	, as shown on	th	e attached	plat
labeled EXHIBI	T A.						
This permit c	overs 0.666 acres and	or 1.	L	niles and is iss	ied f	or the purpo	se of:
installing, op	erating, and maintaining a	buried well	l wi	th 10 H.P. su	bme	rsible pum	
and a buried 2	-inch galvanized water pipe	eline for do	omes	tic water sup	ply	•	
1 Construction			, ,	· ····· cor	.n1 a	to 1	
construction, if a	on or occupancy and use under th ny, shall be completed within <u>c</u>	is permit snai omplete	i beg nonth	is from the date	of	the permit	, and Chie
use shall be actu	ally exercised at least			ch year, unless			
in writing.							
2. In consider	ration for this use, the permittee sum of PAID FOR C.Y. 1985	shall pay to t	he F	orest Service, U	I.S. I	Department o	f
from January 1	19 85	Dollars	r 31	10	85	or the p	period eafter
annually on DUE	AND PAYABLE NO LATER THAN	JANUARY 1		1 22		, and then	
FIFTY	as Charges for this was a large	Dollars (\$ _	50.0	0			<u>-</u> );
charges on a bas	er, Charges for this use may be m is commensurate with the value of	rade or readju of use authoriz	sted b	whenever neces y this permit.	sary	to place the	
3. This permi	t is accepted subject to the cond	ditions set for	th he	rein, and to con-	ditio	ns <u>18</u>	to
	A&B attached hereto and made				TTA	CHED.	
	NAME OF PERMITTEE	<b>1</b> b6	X <sub>1</sub>	D/U		ATE /	100
PERMITTEE	Pfeiffer Ridge Mutual					1 2/2/	18-
	Water Company	****					
ISSUING	h6 & h7(C)	TITLE				DATE	1
OFFICER TO 18	$\mathbf{b}\mathbf{c}$	b6 & b7	(C)			85/51	85

- 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

- 18. 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, national origin, age or handicap. (Ref. Title VII of the Civil Rights Act of 1964 as amended).
- b. The permittee and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age or handicap, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments, and the Age Discrimination Act).
- 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.
- e. That the Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.
- 19. 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.
- 20. 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 ten years from date of issuance, 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 authorized officer not less than one year prior to said date that such new permit is desired.
- 21. This permit confers no right to the use of water by the permittee.
- 22. A late payment 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 late payment charge shall be \$20, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period, or fraction thereof, that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the end of the next workday. This permit may be terminated for nonpayment of fees and/or assessed late payment charges.

- 23. The permittee shall perform all work with explosives in such a manner as not to endanger life or property. All storage places for explosives shall be marked "EXPLOSIVES." The method of storing, transporting, and handling explosives and flammable materials shall conform to procedures contained in Federal, State and local laws and regulations.
- 24. 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.
- 25. The permittee shall be responsible for the prevention and control of soil erosion and gullying 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 District Ranger.
- 26. 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.
- 27. 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.
- 28. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
- 29. This permit supersedes a special-use permit designated: b6 & b7(C) b6 & b7(C), Beverly Hills, CA 90212.

# PFEIFFER RIDGE MUTUAL WATER

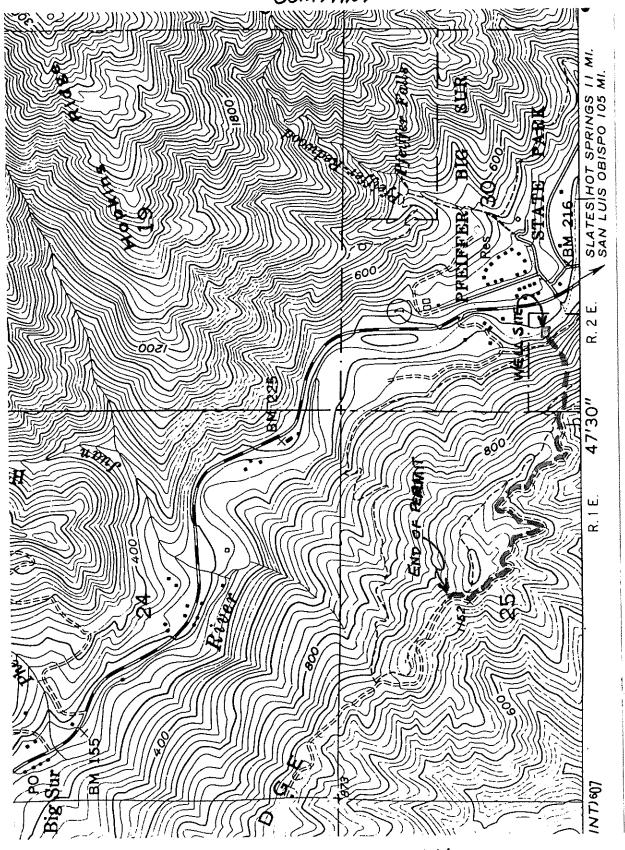


EXHIBIT "A"



WATER LINE

#### EXHIBIT B

#### CONSTRUCTION AND MAINTENANCE SPECIFICATIONS

- 1. This permit gives permission to occupy a U.S. Forest Service water line easement within the Pfeiffer Ridge Road. If the Forest Service or its assigns requires a water line over this easement in the future, then the permittee agrees to share the easement area.
- 2. The pipeline will be buried on the inside of the road at least 36 inches, and out of sight in all other locations. Approved signs marking the location of the pipeline will be placed where directed by the District Ranger.
- 3. A centerline survey and plat of the pipeline will be submitted to the District Ranger within 12 months of the date of this permit. The survey will show ties to property corners and the existing water pipeline and telephone cable.
- 4. No excavations shall be made in the existing Pfeiffer Ridge Road withou prior approval of the District Ranger. Trenches shall be refilled to the existing road grade and material compacted to match existing compaction on the road.
- 5. The Pfeiffer Ridge Road shall be kept open during construction and maintenance of the pipeline.
- 6. This permit is subject to the Special-Use Permit for road dated 6/18/65, granted to the Department of Parks and Recreation, Pfeiffer-Big Sur State Park. All pipeline construction and maintenance activity within the Pfeiffer Ridge Road shall be coordinated with the Park Superintendent.

#### FIRE PLAN

## Water Supply

These provisions outline the responsibility for fire prevention and suppression activities within the permit area.

## 1. Burning, Blasting, or Welding

A permit is required for these activities and must be obtained from the District Ranger.

## 2. Spark Arresters

All stationary or mobile internal combustion engines used in the permittee's operation shall be provided with an adequate spark arrester. Such spark arresters shall meet Forest Service standards, and be adequately maintained. Motor trucks, buses, and passenger vehicles, except motorcycles, are not subject to the provisions of this paragraph provided the exhaust system is equipped with a muffler.

### 3. Smoking

Smoking will not be permitted during the fire season, except as may be permitted by and under such conditions stated by the Forest Service. Smoking will not be permitted while operating tractors, graders, or similar equipment, nor while working or walking in the area. If desired by the permittee, he may clear or otherwise prepare safe smoking areas if such areas meet the approval of the Forest Service.

## 4. Open Fires

Open fires will not be permitted at any time.

## 5. Fire Suppression

All fires within the area shall be immediately reported to the Forest Service. The permittee will make every effort to suppress any fires until help arrives.

#### 6. Fire Closure

If the permit area is within the fire closure, an entry permit must be obtained from the District Ranger.

#### 7. Emergency Measures

During extreme fire weather all construction and/or maintenance activity may be curtailed or shut down for short periods due to extreme fire danger.

United States Department of Agriculture Forest Service		.U.			
Kinggoot .	s. Record no. (1-	*.	b. Region (3-4)	c. Forest (5-6)	
AMENDMENT #1		70	05		07
FOR	d. District (7-3)				
SPECIAL USE PERMIT Ref: F5M 2714		70	*- User number (9-12) 4261	f. Kind of use (1)	916
THIS AMENDMENT IS ATTACHED TO AND MADE A PART	g. State (16-17)				
TERM ANNUAL PERMIT	15 51416 (1831))	06	h. County (18-20) 053	k. Card no. (21)	
For Water System Supply					=
or system suppry					
Pfeiffer Ridge Mutual Water Company	ERMIT)			issued to	
(NAME OF P	EBAG TTVV		, on	28/85	
which is hereby amended as follows:				DATE OF PERMIT	

The following clause specifying the late payment interest charges and a processing charge supersedes the current late payment charge clause in the permit.

Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3717, et seq., and regulations at 4 CFR 102.13, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, the cost of processing and handling the overdue payment shall be added to the amount due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

This amendment should be attached to and made a part of the permit.

This Amendmen	t is accepted subject to the conditio	ns set forth herein, and to condition:	sto
PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
ISSUING OFFICER	o6 & b7(C)=	TITLE	OATE FEB 2 4 1987

# EXHIBIT 2

Secretary of State

Administration

**Business Programs** 

Political Reform Archives

Registries

#### Business Entities (BE)

#### Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

#### Main Page

Service Options

Name Availability

Forms, Samples & Fees

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Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

#### Resources

- **Business Resources**
- Tax Information
- Starting A Business

#### **Customer Alerts**

- Business Identity Theft
- Misleading Business Solicitations

## **Business Entity Detail**

Elections

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 10, 2014. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:

PFEIFFER RIDGE MUTUAL WATER AND ROAD COMPANY

**Entity Number:** 

b6 & b7(C) 12/28/1999

Date Filed: Status:

ACTIVE

Jurisdiction:

CALIFORNIA

Entity Address:

2070 MARSALA CIRCLE

Entity City, State, Zip:

MONTEREY CA 93940

- \* Indicates the information is not contained in the California Secretary of State's database.
  - If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
  - For information on checking or reserving a name, refer to Name Availability.
  - For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
  - For help with searching an entity name, refer to Search Tips.
  - For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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