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7.1 GENERAL DESCRIPTION OF THE RIVER BASIN

This section describes the Middle Fork American River Watershed (Watershed), which contains Placer County Water Agency's (PCWA) Middle Fork American River Project (MFP or Project). The Watershed is situated in central California in the foothills and mountainous uplands of the western slope of the Sierra Nevada mountain range, primarily within the Tahoe National Forest (TNF) and Eldorado National Forest (ENF). The Federal Energy Regulatory Commission's (FERC or Commission) content requirements for this section are specified in Title 18 of the Code of Federal Regulations (CFR) § 5.18(b)(1).

For context, an overview of the American River Basin is presented first, followed by information regarding the Watershed. This information includes the overall Watershed area and sub-watershed areas; rivers and streams affected by the MFP; major land and water uses; and other dams and diversions in the Watershed.

7.1.1 Information Sources

This section was prepared utilizing the following information sources:

- The existing and potential beneficial uses that apply to surface waters within the Watershed were obtained from Table II of The Sacramento River Basin and San Joaquin River Basin Water Quality Control Plan (RWQCB 2009).
- The United States Bureau of Reclamation (USBR) data from the Auburn State Recreation Area and the California Data Exchange Center provided information on the climate associated with the Watershed (USBR 1992).
- The Sacramento Municipal Utility District (SMUD) informational webpage provided maps and information on the Upper American River Project (UARP) (FERC Project No. 2101), a hydropower project partially located within the Watershed (SMUD 2006).
- The El Dorado County Water Agency's (EDCWA) Water Resources Development and Management Plan, which is available on the Internet, provided maps and information on the Georgetown Divide Public Utility District's (GDPUD) Stumpy Meadow Project (EDCWA 2003).

These references are cited throughout the text and complete reference information is provided at the end of this section.

7.1.2 Overview of the American River Basin

The American River Basin is comprised of three watersheds, with each containing a primary fork of the American River including the North Fork, the Middle Fork, and the South Fork. In addition, it includes an area surrounding Folsom Reservoir, referred to as the Foothill Drain Watershed. Together, the watersheds associated with these three forks and the Foothill Drain encompasses a 2,051-square-mile area. Of this, the North

Fork drains a 349-square-mile area. The North Fork originates near the north end of Granite Chief Wilderness and terminates at Folsom Reservoir, near the City of Auburn. The South Fork drains an 801-square-mile area. The South Fork originates along the crest of the Sierra Nevada in the Desolation and Mokelumne wilderness areas and terminates at Folsom Reservoir about 12 miles west of the city of Placerville. The Middle Fork drains a 616-square-mile area. The Middle Fork originates in the Granite Chief and Desolation wilderness areas and joins the North Fork American River approximately 21 miles upstream of Folsom Reservoir Dam. The Foothill Drain watershed encompasses a 285-square-mile area. The American River Basin is shown on Map 7.1-1.

Downstream of Folsom Reservoir, the lower American River is about 23 miles long and bisects the metropolitan Sacramento area, flowing into the Sacramento River near downtown Sacramento.

7.1.3 Description of the Middle Fork American River Watershed

The Watershed ranges in elevation from approximately 1,100 feet above mean sea level (msl) to 5,300 feet msl. The Watershed is characterized by hot, dry summers and mild, wet winters with most of the precipitation falling between October and March. Precipitation falls as rain in the lower elevations and snow at elevations greater than about 5,000 feet msl. Elevations higher than about 6,000 feet msl are typically covered by snow until May. Years tend to be at the extremes – either wet or dry – with high inter-annual variability, with few years receiving the “average” amount of precipitation. Mean annual precipitation and runoff in the Watershed ranges from approximately 35 inches (308,500 acre-feet [ac-ft]) in dry years to 94 inches (1,218,000 ac-ft) in wet years. Total MFP inflow (combined flows from Duncan Creek, Middle Fork American River, Rubicon River, and Long Canyon Creek) for the period of 1975 to 2007 averages approximately 379,015 ac-ft and ranged from a low of approximately 62,638 ac-ft to a high of more than 790,820 ac-ft per year (more than a tenfold difference). The Watershed and its 12 constituent sub-watersheds are depicted on Map 7.1-2.

The principle MFP facilities located in the Watershed are shown on Map 7.1-3. A detailed description of the existing and future MFP facilities and operations are presented in Section 3.0 – No-Action Alternative and Section 4.0 – Proposed Action. The operation of the MFP modifies flows on the following rivers and streams:

- The Middle Fork American River, from French Meadows Reservoir to its confluence with the North Fork American River;
- North Fork American River from the confluence with the Middle Fork American River downstream to Folsom Reservoir;
- Duncan Creek, from the Duncan Creek Diversion to its confluence with the Middle Fork American River;
- The Rubicon River, from Hell Hole Reservoir to Ralston Afterbay;

- North Fork Long Canyon Creek from the North Fork Long Canyon Diversion to its confluence with the main stem of Long Canyon Creek;
- South Fork Long Canyon Creek from the South Fork Long Canyon Diversion to the confluence of the main stem of Long Canyon Creek; and
- Long Canyon Creek from the North Fork/South Fork Confluence to its confluence with the Rubicon River.

Table 7.1-1 provides a summary of the Watershed and sub-watershed areas, stream length, elevations, and stream gradient for waters affected by operations of the MFP.

7.1.4 Major Land Uses in the Watershed

The Watershed is heavily forested, rural in nature and sparsely populated. There are no residential or commercial developments in the immediate vicinity of the MFP. Several paved roads provide the primary access to the MFP vicinity. These include: Mosquito Ridge Road, Ralston Ridge Road, Blacksmith Flat Road, and Soda Springs Riverton Road. Access to more remote locations in the Watershed is possible using ancillary roads and trails on Forest Service Lands or on lands reserved for the Auburn Dam and Reservoir Project (Auburn Project Lands), located downstream of Ralston Afterbay.

The MFP facilities and land within the FERC Project boundary are located primarily within the TNF and ENF. Private parcels are present throughout the Watershed and within the FERC Project boundary at various locations. Land use within the FERC Project boundary is focused on hydropower generation and recreation. Land use outside the FERC Project boundary is managed mainly for recreation, timber harvest, grazing, natural resource protection, and to a lesser extent mining.

The peaking reach bisects Auburn Project Lands, which consist of federal lands and private lands reserved for the Auburn Dam and Reservoir Project (totaling 41,000 acres) that was Congressionally-authorized in 1965. Construction of the Auburn Dam and Reservoir Project, initiated by the USBR in 1967, was halted in the 1980's. In 2008, the State Water Resources Control Board revoked the USBR's water rights permits for the Auburn Dam, however, the Auburn Dam and Reservoir Project remains a Congressionally-authorized project.

The Auburn Project Lands include USBR fee title lands (26,000 acres), and other lands (15,000 acres) owned by Bureau of Land Management (BLM), USDA-FS, U.S. Army Corps of Engineers (USACE), and private land owners (USBR 1992). Land use planning and resource management on all federal lands within Auburn Project Lands has been granted to the USBR in accordance with interagency agreements (Attachment 7.1-1).

In 1977, the USBR entered into an interim agreement with California State Parks to assume responsibility for management of public use on Auburn Project Lands.

California State Parks continues management of public use on these lands at the discretion of USBR. Funding to manage public use and provide recreational opportunities and service within the Auburn Project Lands is provided in part from USBR, State of California, and user fees.

In 1978, the USBR developed a General Plan for the Auburn Project Lands which designated that the area be managed as a reservoir-based recreation area, following construction of the Auburn Dam and reservoir. In 1979, the State of California incorporated Auburn Project Lands into the State park system as the Auburn State Recreation Area (ASRA) (USBR 1992). Lands reserved for the Auburn Project Lands, as managed by California State Parks, are referred to in this License Application as ASRA.

Map 7.1-4 shows the MFP facilities and FERC Project boundary with respect to land ownership and various land jurisdictions in the Watershed.

7.1.5 Major Water Uses in the Watershed

Existing and potential beneficial uses that apply to surface waters within the Watershed are identified in the Sacramento River Basin and San Joaquin River Basin Water Quality Control Plan (Basin Plan) prepared by the California Regional Water Quality Control Board – Central Valley Region (RWQCB 2009). Beneficial uses identified in the Basin Plan that pertain to the MFP include: (1) municipal and domestic supply; (2) agricultural supply; (3) hydropower generation; (4) water contact recreation; (5) non-contact water recreation; (6) cold freshwater habitat; (7) warm freshwater habitat; (8) spawning, reproduction, and/or early development habitat for fisheries; and (9) wildlife habitat.

Surface water is stored by the MFP and is released for consumptive use, and non-consumptive uses including hydroelectric power generation, recreation, and stream ecosystem health. The largest consumptive uses of water derived from the Watershed include municipal and domestic water supply and irrigation for agricultural crops within western Placer County. The largest non-consumptive water use in the Watershed is for hydroelectric power generation by PCWA from the MFP and by the SMUD from the UARP (FERC Project No. 2101). Other non-consumptive water uses in the Watershed include recreation use (boating, swimming, and fishing) and instream flow releases for aquatic and wildlife resources. Water Use and Water Quality in the Watershed are described in further detail in Sections 7.3 and 7.4 of this Application for New License (License Application), respectively.

7.1.6 Other Dams and Diversions in the Watershed

Aside from the MFP, flows in the Watershed are influenced by two other projects, SMUD's UARP (FERC Project No. 2101) and the GDPUD Stumpy Meadows Project. Sugar Pine Dam, a small diversion dam operated by the Foresthill Public Utility District (FPUD), is located within the North Fork American River watershed but services the Town of Foresthill, which is situated on the Middle Fork American River watershed

Within the Watershed, SMUD's UARP influences flow into Hell Hole Reservoir and along the South Fork Rubicon River, a tributary to the Rubicon River entering downstream of Hell Hole Reservoir. GDPUD's Stumpy Meadows Project affects flows on Pilot Creek, a tributary to the Rubicon River entering downstream of Hell Hole Reservoir. The FPUD's Sugar Pine Dam affects flows on Shirttail Creek, a tributary to the North Fork American River.

LITERATURE CITED

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TABLES

Table 7.1-1. Information on Watershed Area, Stream Length, and Gradient of Waters Affected by the MFP.

Stream Name	Total Sub-basin Area (mi ²)	Sub-divided Areas (mi ²)	Stream Length (mi)	Elevation (ft)	Average Stream Gradient (%)
Duncan Creek					
Duncan Creek – Headwaters to confluence with Middle Fork American River	23.5	-	14.1	Starting: 7045 Ending: 3366	5.0
Duncan Creek – Headwaters to Duncan Creek Diversion Dam	-	9.9	5.5	Starting: 7045 Ending: 5258	6.2
Duncan Creek – Duncan Creek Diversion Dam to confluence with Middle Fork American River	-	13.6	8.6	Starting: 5258 Ending: 3366	4.2
Middle Fork American River					
Middle Fork American River – Headwaters to confluence with the North Fork American River Confluence	184.5	-	62.3	Starting: 8268 Ending: 542	2.3
Middle Fork American River – Headwaters to French Meadows Reservoir Dam	-	47.0	15.1	Starting: 8268 Ending: 5084	4.0
Middle Fork American River – French Meadows Dam to Middle Fork Interbay	-	18.4	11.6	Starting: 5084 Ending: 2489	4.2
Middle Fork American River – Middle Fork Interbay Dam to Ralston Afterbay	-	22.8	10.8	Starting: 2489 Ending: 1158	2.3
Middle Fork American River – Ralston Afterbay Dam to confluence with North Fork American River	-	96.3	24.7	Starting: 1158 Ending: 542	0.5
Long Canyon Creek – Headwaters to confluence with Rubicon River	49.0	-	28.8	Starting: 6749 Ending: 1399	3.5
Long Canyon Creek – Confluence of North and South Forks of Long Canyon Creek to confluence with Rubicon River	-	31.3	11.4	Starting: 4120 Ending: 1399	4.5

Table 7.1-1. Information on Watershed Area, Stream Length, and Gradient of Waters Affected by the MFP (continued).

Stream Name	Total Sub-basin Area (mi ²)	Sub-divided Areas (mi ²)	Stream Length (mi)	Elevation (ft)	Average Stream Gradient (%)
Middle Fork American River (continued)					
North Fork Long Canyon Creek – Headwaters to Confluence with South Fork Long Canyon Creek	-	6.6	6.9	Starting: 6359 Ending: 4120	6.1
North Fork Long Canyon Creek – Diversion Dam to Confluence with South Fork Long Canyon Creek	-		3.1	Starting: 4710 Ending: 4120	3.6
South Fork Long Canyon Creek - Headwaters to Confluence with North Fork Long Canyon Creek	-	11.1	10.4	Starting: 6749 Ending: 4129	4.8
South Fork Long Canyon Creek – Diversion Dam to Confluence with North Fork Long Canyon Creek	-		3.3	Starting: 4627 Ending: 4120	2.9
Rubicon River					
Rubicon River – Headwaters to Middle Fork American River	209.5	-	58.1	Starting: 8076 Ending: 1180	2.2
Rubicon River – Headwaters to Hell Hole Reservoir Dam	-	113.4	27.7	Starting: 8076 Ending: 4531	2.4
Rubicon River – Hell Hole Dam to Middle Fork American River	-	96.1	30.5	Starting: 4531 Ending: 1180	2.1
Other Major Streams in the Watershed					
South Fork Rubicon River – Headwaters to Confluence with Rubicon River	57.0	-	16.2	Starting: 7556 Ending: 3553	4.7
North Fork of Middle Fork American River – Headwaters to confluence with Middle Fork American River	92.5	-	18.8	Starting: 4373 Ending: 1070	3.3
North Fork American River– Confluence of Middle Fork American River to Folsom High Water Mark	5.5	-	4.0	Starting: 542 Ending: 491	0.2

MAPS

ATTACHMENT 7.1-1

**Interagency Agreement between the
Bureau of Reclamation and the Department of the Army Corps of Engineers**



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
 1325 J STREET
 SACRAMENTO, CALIFORNIA, 95814-2922

USBR-CCAO (FOLSOM) OFFICIAL FILE COPY RECEIVED		
JUN 23 2010		
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109		
105		
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107		
400		
412		

June 22, 2010

Acquisition and Management Branch

SUBJECT: North Fork Dam, California; Amendment No. 2 to Permit No. DACW05-4-99-536;
 Recreation Area (Lake Clementine)

Mr. Michael R. Finnegan
 Area Manager
 United States Department of the Interior
 Bureau of Reclamation
 7794 Folsom Dam Road
 Folsom, CA 95630

Dear Mr. Finnegan:

Enclosed for your agency's records is an executed copy of Amendment No. 2 to Permit No. DACW05-4-99-536 for recreational purposes at the North Fork Dam Project, (Lake Clementine), California. The amendment extends the term of the agreement.

Should you have any questions relating to this matter, please contact me by telephone at (916) 557-7013 or by email at elizabeth.a.youn@usace.army.mil.

Sincerely,

Elizabeth A. Youn
 Realty Specialist

Enclosure

NOTICE IF YOU DETACH
 ENCLOSURE PLEASE INSERT
 CODE NO. _____
 INITIAL _____
 DATE _____

Classification	LND-6100
Project	214
Control No.	10046193
Folder I.D.	1085890

**AMENDMENT NO. 2
TO
DEPARTMENT OF THE ARMY
PERMIT NO. DACW05-4-99-536
NORTH FORK DAM, CALIFORNIA**

THIS SECOND AMENDMENT TO DEPARTMENT OF THE ARMY PERMIT NO. DACW05-4-99-536, dated May 26, 2010, is made between the **DEPARTMENT OF THE ARMY** ("Secretary") and the **DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION** ("Grantee"). The Secretary and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the term of the Permit Agreement expired on February 28, 2009 and the Secretary permitted Grantee to hold over the terms and conditions of the Original Permit on a day-to-day basis under the terms and conditions of the existing permit until March 31, 2009.

WHEREAS, the Parties now desire to extend the term of the permit effective April 1, 2009, in the following particular:

NOW, THEREFORE, the term of the Permit is extended for an eighteen month (18 month) period beginning April 1, 2009 and ending September 30, 2010. Further, the Permit shall be automatically renewed on a year to year basis for an additional one year term beginning on 01 October 2010, unless either party provides sixty days written notice to the other party of its intention not to renew.

Said Permit is amended in the above particulars only, and all other conditions thereof shall remain binding and in full force and effect. This Amendment shall henceforth be considered a part of the said Permit as if fully and completely written therein.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 22 day of JUNE, 2010.


DEPARTMENT OF THE ARMY



Stan J. Wallin
Acting Chief, Real Estate Division

THIS AMENDMENT No. 2 to Permit No. DACW05-4-99-536, is hereby executed by the grantee this 22 day of JUNE, 2010.

**DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**


By:
Title: AREA MANAGER



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

February 18, 2000

Management & Disposal Branch

SUBJECT: North Fork Dam and Reservoir, California; Permit No. DACW05-4-99-536

United States Department of the Interior
Bureau of Reclamation
Central California Area Office
Attention: Rob Schroeder
Resource Manager
7794 Folsom Dam Road
Folsom, California 95630-1799

Dear Mr. Schroeder:

Enclosed for your records is a fully-executed copy of the subject agreement. The instrument will allow the grantee continued permission for use occupancy, and management for recreation purposes of the approximately 74.29 acres of land at North Fork Dam, California, for an additional period ending February 28, 2004.

Please include the subject license number and name of project in correspondence with this office. This will facilitate correct routing of mail.

Your point of contact for information and license administration remains Ms. Liz Youn who can be reached at (916) 557-7013 or -6815.

Sincerely,


Michael J. Garrett
Program Manager, Management Unit

Enclosure

USBR-CCAO (FOLSOM) OFFICIAL FILE COPY RECEIVED FEB 23 2000		
CODE	ACTION	INITIALS & DATE
100	YH	
400	W	
418	Garrett	
417	Garrett	

Classification	LWP-6000
Project	CVP
Control No.	252
Folder I.D.	4748

NOTICE: IF YOU DETACH
ENCLOSURE PLEASE INSERT
CODE NO. _____
INITIAL _____
DATE _____

DEPARTMENT OF THE ARMY
PERMIT TO OTHER FEDERAL GOVERNMENT DEPARTMENT OR AGENCY
TO USE PROPERTY LOCATED ON
NORTH FORK DAM AND RESERVOIR, AMERICAN RIVER, CALIFORNIA
PLACER COUNTY, CALIFORNIA

THE SECRETARY OF THE ARMY hereinafter referred to as the Secretary, under the Authority of Public Law 99-662, Section 1106, dated November 17, 1986 (31 USC 1531), hereby grants to the Department of the Interior, Bureau of Reclamation, hereinafter referred to as the Grantee, a permit for the use, occupancy, and management of approximately 74.29 acres of land in Tracts N-1 and N-3, for recreational purposes only in, over, across, and upon the lands described in Exhibit "A" and shown in red in Exhibit "B" attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS PERMIT is granted subject to the following conditions.

1. This permit is hereby granted for a term beginning upon execution by the Government's Contracting Officer and ending 28 February 2004, but revocable at will by the Secretary.
2. All correspondence and notices to be given pursuant to this permit shall be addressed, if to the Grantee, to United States Department of the Interior, Bureau of Reclamation, Mid-Pacific Regional Office, 7794 Folsom Dam Road, Folsom, California 95630-1799, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, CESPCK-RE-MM, 1325 J Street, Sacramento, California 95814-2922, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.
3. The use and occupation of the premises shall be without cost or expense to the Department of the Army, and under the general supervision and subject to the approval of the District Engineer, Sacramento District, or his duly authorized representative, hereinafter referred to as said officer and to such rules and regulations as may be prescribed from time to time by said officer.
4. The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the Department of the Army.

Grantee Copy

PERMIT No. DACW05-4-99-536
North Fork Dam and Reservoir, California

5. The Grantee shall, at its own expense and without cost or expense to the Department of the Army, maintain and keep the premises in good repair and condition.
6. Any interference with the use of or damage to property under control of the Department of the Army incident to the exercise of the privileges herein granted shall be promptly corrected by the Grantee to the satisfaction of said officer.
7. The Grantee shall pay the cost, as determined by the officer having immediate jurisdiction over the premises, of producing or supplying any utilities and/or other services furnished by or through the Department of the Army for the use of the Grantee.
8. No additions to or alterations of the premises shall be made without the prior written approval of the District Engineer.
9. On or before the date of expiration of this permit or its relinquishment by the Grantee, the Grantee shall vacate the premises and remove its property therefrom. If, however, this permit is revoked, the Grantee shall vacate the premises and remove its property therefrom within such time as the District Engineer may designate.
10. The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.
11. A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit "C". Upon expiration, revocation or relinquishment of this permit, another PAS shall be prepared which will document the environmental condition of the property at that time.
12. a. The Department of the Army shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted. Neither the Department of the Army nor any representative thereof will have any responsibility for liability and damages resulting from the operations of the Grantee on the premises or injuries to the person of the Grantee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the Department of the Army harmless from any and all such claims not including damages due to the fault or negligence of the Department of the Army or its' contractors. The Department of the Army shall be held harmless from any and all such claims, including but not limited to expenditure of funds for any improvements by the Grantee.

b. The Grantee shall indemnify and hold harmless the Department of the Army from any costs, expenses, liabilities, fines, or penalties resulting from discharges, releases, emission, spills,

PERMIT No. DACW05-4-99-536
North Fork Dam and Reservoir, California

storage, disposal, or any other action by the Grantee giving rise to Department of the Army's liability, civil or criminal, or responsibility under Federal, state or local environmental laws.

13. It is understood that the Grantee, as a Federal Government entity, is self-insured and warrants that the self-insured status is sufficient to cover the Grantee's obligations under this permit. Any coverage shall be in an amount that is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the Grantee's operations or the operations of the sub-contractors under the terms of this permit. The Grantee shall obtain evidence of liability insurance from contractors, subcontractors, and agents, naming the Grantee as additional insured, which insurance shall remain in force for the entire term of this permit.

14. The Secretary's obligation to pay or reimburse any money under this permit is subject to the availability of appropriated funds, and nothing in the permit shall be interpreted to require obligations or payments by the Department of the Army in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

15. The Grantee is responsible for maintenance, repair, and replacement of all buoys, including the line of buoys preventing access to the dam. The buoys shall be maintained in a condition acceptable to the Park Manager, Englebright Lake, California, or his representative.

16. The U.S. Army Engineer District, Sacramento, California, will reserve the operation and maintenance responsibility for the dam and appurtenant structures, together with utility services, until such time as the dam is inundated by the Auburn Dam project, if that inundation occurs.

17. This document replaces permit No. DACW05-4-79-527 in its entirety.

NO CONDITIONS FOLLOW

PERMIT No. DACW05-4-99-536
North Fork Dam and Reservoir, California

THIS PERMIT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Army,
this 17th day of February ~~1999~~ 2000

Reviewed as to Form and Content

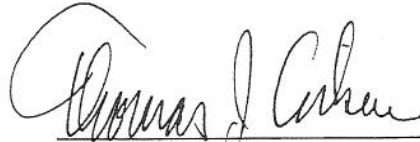
SIGNED ORIGINAL

Attorney



MARVIN D. FISHER
Chief, Real Estate Division
U.S. Army Engineer District, Sacramento

This permit is also executed by the Grantee this 10th day of February, ~~1999~~ 2000.



Thomas J. Niken
Central California Area Manager

NORTH FORK DAM AND RESERVOIR, CALIFORNIA

Legal Description for Area Permitted to Department of the Interior, Bureau of Reclamation

TRACT N-1 (Owned in fee)

All that certain real property situate, lying and being in the Southwest Quarter of Section 31, Township 13 North, Range 9 East, Mount Diablo Base and Meridian, County of Placer, State of California and more particularly described as follows, to-wit:

Beginning at the quarter corner on the west line of Section 31, Township 13 North, Range 9 East, M.D.B.&M., said quarter corner bearing west and three feet distant from a 2½-inch iron pipe stamped "3 feet E. of ¼ Cor. W. side of Section 31," and running thence S. 85° 49' E. along the north line of the SW¼ of said Section 31, 1,125.0 feet; thence leaving said north line S. 36° 28' W., 550.3 feet; thence west 805.5 feet, more or less, to the west line of the aforesaid SW¼ of Section 31; thence N. 1° 07' E. along the west line of the SW¼ of said Section 31, 525.0 feet to the point of beginning, containing 10.84 acres, more or less.

All of the above bearings are referred to the true north meridian.

TRACT N-3 (Owned in fee)

A parcel of land situated in the NW¼ of Section 31, Township 13 North, Range 9 East, M.D.B.&M., in Placer County, California, being more particularly described as follows:

Beginning at the ¼ corner on the west line of Section 31, Township 13 North, Range 9 East, M.D.B.&M., said ¼ corner bearing West and 3 feet distant from a 2½" iron pipe with brass cap stamped "3 feet E. of ¼ Cor. W. side of Section 31", and run thence N. 3° 39' 30" W. along the west line of said Section 31, 339.6 feet; thence leaving said west line N. 64° 30' E., 1030.0 feet; thence N. 8° 15' E., 446.0 feet; thence N. 32° 13' E., 1005.0 feet; thence, N. 71° 19' E. 949.7 feet more or less to the north east corner of the NW¼ of said Section 31; thence S. 4° 32' E. along the east line of the NW¼ of said Section 31, 1245.0 feet; thence leaving said east line S. 86° 12' W. 245.6 feet; thence S. 69° 10' W. 505.0 feet; thence S. 13° 50' W., 630.0 feet; thence S 51° 27' W. 660.0 feet, more or less to the south line of the NW¼ of said Section 31; thence N. 85° 49' W. along the south line of the aforesaid NW¼ of Section 31, 1125.0 feet more or less to the point of beginning, containing 63.45 acres, more or less.

All of the above bearings are referred to the true north meridian.

EXHIBIT A

PRELIMINARY ASSESSMENT SCREENING (PAS)

Project Name: North Fork Dam

Address/Location: North Fork American River, Auburn, CA

HAZARDOUS MATERIALS FIELD EXAMINATION
(as prescribed by CERCLA, RCRA, TSCA, CAA, CWA)

Date of Inspection: 27 January 1999

I. GENERAL PHYSICAL DATA:

A. Tract Location/Identification (include maps photographs, etc.): 1,407 acres

B. Structures (buildings, structures, installations, equipment, wells, pond, landfill, storage container, motor vehicles, aircraft, fences, flumes, etc.): Boat launch ramp, access road and parking lots

C. Topography and Aspect:

D. Powerlines, Telephone/Telegraph Lines, Pipelines: Power and telephone lines

E. Access (roads, trails, other): Paved access road

F. Mining Activity: N/A

II. ANY EVIDENCE OF (include maps/sketches of potential problem areas):

A. Drums, cylinders, canisters, sacks of unknown content, or which have hazardous material placards or symbols: Fuel tank - see below

B. Grazing/Logging Activities: None

C. Unusual lack of, dead, discolored, or stressed vegetation: None

D. Commercial Activity/Occupancy: Marina (private concession)

E. Unusual seepage: None

F. Solid Waste: None

- G. Unidentified piles of solids or any pools of liquids: None
- H. Sick or dead wildlife or domestic animals: None
- I. Unusual or noxious odors: None
- J. Discolored or disturbed soil areas: None
- K. Sewage or Septic Systems: Vault toilet
- L. Petroleum Products (Oil/Gas storage facilities): 550 gallon fuel storage tank with containment
- M. Agricultural Chemicals (Pesticides, Herbicides, Fungicides, Fertilizers, Lime, etc.):
None
- N. Transformers: On electrical supply poles
- O. Batteries: None

CONCLUSIONS/RECOMMENDATIONS

On the basis of the information collected as of the date of the survey it is possible to reasonably conclude that hazardous substances have not been stored for one year or more, known to have been released, or disposed of on the property. Yes or No

CONCLUSIONS: A records search and field review of this area have been conducted. No records of any HTRW were located and no evidence of any disposal of any HTRW was observed.

RECOMMENDATIONS: Since no disposal of HTRW was observed or records found, no mitigation measures are necessary.

**Interagency Agreement between the
Bureau of Reclamation and the Bureau of Land Management**

INTERAGENCY AGREEMENT

BETWEEN

THE BUREAU OF RECLAMATION

AND

THE BUREAU OF LAND MANAGEMENT

December 1982

- Section 1. Purpose
- Section 2. Authority to Enter into an Agreement
- Section 3. Exchange of Services
- Section 4. Reimbursement for Services Rendered
- Section 5. Management of Reclamation Withdrawn and Acquired Lands
- Section 6. Specific Services Applicable to this Agreement
 - A. Withdrawals
 - B. Withdrawal Review
 - C. Land Sales
 - D. Exchanges
 - E. Reservation of Rights-of-way
 - F. Granting Rights-of-way
 - G. Making of Planning Studies and Engineering Investigation on Public Lands
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 - I. Cadastral Survey
 - J. Fire Protection During Project Construction
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 - L. Grazing and Beekeeping
 - M. Mining Claims
 - N. Recreation
 - O. Fish and Wildlife Mitigation and Enhancement
 - P. Environmental Impact Analyses and Statements
 - Q. Planning Program
 - R. Engineering and Technical Services
 - S. Wild and Free-Roaming Horses and Burros
 - T. Salinity Control on Public Land
 - U. Computer Service
 - V. Discrepancies in Policy
 - W. Hydrometeorological Data
 - X. Road Maintenance
 - Y. Other Specific Services
- Section 7. Supplemental Agreements
- Section 8. Implementation
- Section 9. Renegotiation
- Section 10. Termination of Agreement

Section 1. Purpose: This agreement sets forth the basic principles of the Bureau of Reclamation (Reclamation) and the Bureau of Land Management (BLM) for coordinating land use planning, land resource management, land conveyance and exchange, and cooperative services. It brings coordinated efforts into compliance with recent laws and policies. Reclamation will, when requested, provide expertise in the area of water resources conservation, development, and management, to be utilized by BLM in preparing its resource management plans. BLM will, when requested, provide expertise in the areas of land resource, forest, range, oil, gas, and mineral management, to be utilized by Reclamation when preparing its land management plans, and in managing Reclamation administered, acquired, or withdrawn public lands.

This agreement supersedes the March 8, 1972, agreement. All agreements made supplemental to the 1972 agreement will be revised within 4 years, and those that inconsistent with this agreement will be revised to conform in accordance with section 6 of this agreement or will be canceled.

Section 2. Authority to Enter into an Agreement: Through delegation of authority from the Secretary of the Interior to the Director of BLM and to the Commissioner of Reclamation, agreements may be executed between Reclamation and BLM to provide for mutually beneficial land and water use planning and management activities. Statutory authority for such agreements includes: section 307, Federal Land Policy and Management Act (FLPMA), 43 U.S.C. 1737; Economy Act, 31 U.S.C. 686; and the Reclamation Act of 1902, 43 U.S.C. Chapter 12, as amended and supplemented.

Section 3. Exchange of Services: Either Reclamation or BLM may request services of and perform services for the other, consistent with law, Executive Orders, the Code of Federal Regulations (CFR), each Bureau's instructions, and this agreement.

Section 4. Reimbursement for Services Rendered: The cost of work performed shall be reimbursable providing such work is not normally performed by the Bureau doing the work, or adequate funding for such work is not provided to that Bureau through the normal appropriation process. The requesting Bureau will transfer funds to the other Bureau to cover the estimated cost of work to be performed. The requesting Bureau will furnish a detailed estimate of the work to be performed. The transfer of funds from one Bureau to the other will be accomplished by the State Director, BLM, and the Regional Director, Reclamation, by means of a journal voucher and effected on the SF-24 by the billed agency in accordance with a specific executed agreement supplemental to this agreement. Except under emergency conditions, no work will be performed which cannot be reimbursed from funds available in the current fiscal year's appropriation. Prior to entering into any supplemental agreements that would require the transfer of funds from BLM to Reclamation, an Economy Act Determination must be prepared and approved by BLM.

Where either Reclamation or BLM has agreed to furnish reimbursable service to the other, the agency requesting the service will supply the other with estimates of the cost of such service, the work to be undertaken, work schedules, and budgetary information necessary for the agency receiving the service request to prepare and support its budget requests for the work involved. Either bureau will assist the other as requested in supporting budget presentations for reimbursable work. Such budgetary information will be provided, whenever possible, 18 months prior to the budget year plus one.

Section 5. Management of Reclamation Withdrawn and Acquired Lands:

A. Reclamation withdrawn and acquired lands on which there are authorized for construction or constructed Reclamation projects.

Reclamation has full management jurisdiction until the withdrawal is revoked or modified, and over acquired lands until the administration is transferred to another Federal or non-Federal agency by agreement or law.

At the request of Reclamation, the responsibility for management of Reclamation withdrawn and acquired lands actively in use for project purposes may be transferred to BLM through the execution of a supplemental agreement. In exercising its management responsibility, BLM will regularly coordinate with Reclamation and undertake only those management activities which would not preclude or adversely affect use of the land for Reclamation project purposes.

B. Reclamation withdrawn lands on which there are no authorized for construction or constructed Reclamation projects.

On Reclamation lands which are not within the boundaries of national forests or under another agency administration and there are no authorized for construction or constructed Reclamation projects, BLM has full administrative responsibility.

In exercising its statutory responsibilities on Reclamation land (such as those relating to the U.S. mining and mineral leasing laws, rights-of-way, and cadastral surveys other than farm-unit surveys, and the Recreation and Public Purposes Act, FLPMA, etc.), BLM, in consultation with Reclamation, shall develop special stipulations, consistent with statutory authority, and terms and conditions, as may be determined necessary by Reclamation, to protect the Reclamation withdrawn and acquired land for Reclamation purposes.

Rights-of-way grants issued for lands to be occupied by Reclamation for project purposes in lieu of a withdrawal will contain a provision for a future agreement specifying management responsibilities.

Section 6. Specific Services Applicable to this Agreement:

A. Withdrawals. All withdrawals will be made, modified, extended, or revoked in accordance with section 204 of FLPMA, and implementing rules and regulations, 43 CFR Part 2300, unless otherwise directed by specific statutes.

Reclamation will file a petition and application for a withdrawal as a method of reserving public lands for project uses when Reclamation: (1) requires administrative and/or management jurisdiction; (2) requires protection for its facilities and project uses against nondiscretionary entries; or (3) intends to transfer administrative and/or management jurisdiction to a third party. Reclamation will apply for a right-of-way for all other uses. In either case, the application will cover no more land than is needed to construct, operate, maintain, and protect Reclamation project uses and will restrict use and entry only to the minimum necessary to protect project interests. When possible, an application will be submitted well in advance of need for the land. Blocking out will be accomplished in accordance with sound real estate and land management practices whenever possible and practical.

A withdrawal to reserve an area for a particular public purpose and/or transfer jurisdiction over surface management and close the lands to nondiscretionary mineral entry and disposal will usually be required for: (1) lands necessary for permanent structures such as dams, reservoirs, large capacity or lined canals, laterals or drains, and powerplants; (2) critical watershed lands on which nondiscretionary mineral entry would likely result in the degradation of water quality; and (3) lands needed for project operation, maintenance, and dam safety.

A withdrawal only granting the transfer of surface management jurisdiction and/or reserving the land for a particular public purpose will usually be required for: (1) lands needed to meet present and future fish and wildlife requirements pursuant to the Fish and Wildlife Coordination Act and/or for outdoor recreation as may be authorized by Congress; (2) lands on which sedimentation, and/or wave action may occur; and (3) lands necessary for the relocation of roads, railroads, highways, and utilities required as a result of project construction or operations.

Rights-of-way will be used where the jurisdiction and protection afforded by a withdrawal is not necessary. Possible examples could include: (1) lands necessary for project works and facilities such as smaller, unlined laterals, drains, and pipelines; (2) transmission lines, telephone lines, and roads; (3) lands necessary for operation and maintenance buffers; (4) lands required for scenic areas, open space, greenbelts, etc.; and (5) lands needed for floodplain management.

Within 2 years, or when possible, less, from receipt of a perfected petition or application for a withdrawal or 1 year or less from the

receipt of a perfected right-of-way request, BLM will complete the withdrawal or right-of-way grant process. If the occupancy and use of the land are mandated by law prior to these time limits, or a substantial financial savings will result, BLM and Reclamation will facilitate an accelerated schedule, including an emergency withdrawal or other methods of authorizing Reclamation's entry onto such land.

B. Withdrawal Review. Under the provisions of sections 204(f) and 204(1) of FLPMA, BLM is required to review, near the date of expiration, all withdrawals having a definite expiration date, or in the case of withdrawals made prior to October 1976 having no definite expiration date, the mandated review will be completed prior to October 1991. Reclamation and BLM have established schedules for the review of all Reclamation withdrawn lands by 1991.

Reclamation will propose to convert withdrawals, where appropriate, to rights-of-way in accordance with Section 6.A. herein. The withdrawal will be retained where a right-of-way does not provide Reclamation with: (1) the necessary administrative and/or management jurisdiction to perform all current, planned, and known future project uses; (2) sufficient protection for its facilities and project uses against nondiscretionary entries; or (3) the ability to readily transfer administrative or management jurisdiction to a third party, or to maintain such third party jurisdiction. In any event, the reservation of public land by either a withdrawal or right-of-way shall cover no more land than is needed to permit Reclamation the freedom of use and discretionary action necessary to meet all of its stated and implied statutory requirements to construct, operate, maintain, and protect all Reclamation project uses, and will restrict use and entry only to the minimum degree necessary to protect project interests.

Rejustification of withdrawals will be made according to the guidelines contained in the BLM Manual Part 2355.3.

In addition to the scheduled review of Reclamation's withdrawals, Reclamation will review, according to schedules mutually agreed to at the field level, all of its pending withdrawal applications to determine if Reclamation's purposes could be served as well by a right-of-way. If a right-of-way will serve as well, Reclamation will request the withdrawal application be terminated and replaced with a right-of-way application, or if the withdrawal of lands is still needed, Reclamation will act to perfect the withdrawal application. Reclamation will provide BLM a yearly inventory update of its withdrawn and acquired lands. This updated report will be provided to BLM by November 15 of each year to coincide with Public Land Statistics requirements.

C. Land Sales. When Reclamation requests relinquishment of withdrawn lands, it may recommend sale of those lands to a specific entity or sale on the open market. If BLM determines that the

lands are appropriate for sale under provisions of section 203 of FLPMA or any other authority, BLM will, within legal constraints, honor Reclamation's recommendation.

In accordance with Departmental Manual delegation, at the request of Reclamation, Reclamation and BLM may enter into a supplemental agreement at the field level providing that Reclamation perform a specific land sale under provisions of section 203 of FLPMA. such a supplemental agreement may additionally provide that Reclamation perform requisite land use planning prior to land sale, subject to BLM approval of Reclamation prepared plans.

D. Exchanges. When Reclamation determines that an exchange of Federal land, either withdrawn or acquired by Reclamation for private land, would be in the best interest of the Federal Government, and Reclamation does not have authority under section 14 of the Act of August 4, 1939 (43 U.S.C. 389), or other direct authority to make such exchange, BLM will, when requested, effect the exchange through its authorities. A supplemental agreement under section 7 of this agreement will be entered into at the field level for each exchange. When Reclamation land to be exchange is acquired land, Reclamation will prepare a public notice for signature of the Secretary of the Interior and for publication in the Federal Register, which transfers the jurisdiction of the acquired land to BLM, specifically to effect the exchange. Simultaneously with the transfer of jurisdiction over the land to BLM, BLM will publish a notice of realty action as prescribed in 43 CFR 2200.1 and 2200.2 for the proposed exchange segregating the lands involved from operation of the public land laws including the mineral laws. The exchange will be consummated by BLM within 2 years. Reclamation will be responsible for all land appraisals and preparation of legal description and transfer documents. Lands received by BLM in any such exchange will be transferred to Reclamation's jurisdiction in a mutually agreed to form utilizing a right-of-way or withdrawal.

E. Reservation of Rights-of-Way. When Reclamation proposes to relinquish a withdrawal, or to otherwise dispose of withdrawn land under Reclamation's direct jurisdiction and management on which Reclamation needs or anticipates a need for a right-of-way, Reclamation will, when available, provide to BLM field reports, drawings, and descriptions of any rights-of-way reserved across this land under subsection 4-P of the Factfinders Act of 1924 (43 U.S.C. 417). When mineral entry is requested on Reclamation's withdrawn land, an opening may be granted under the Act of April 23, 1932 (43 U.S.C. 154), and necessary rights-of-way may be reserved, with any conditions or terms of use necessary to protect Reclamation's interests in the land or which have resulted from interagency consultation. Rights-of-way not meeting the criteria of the above laws will be reserved under section 507 of FLPMA.

F. Granting Rights-of-Way. Reclamation will, within its discretion, authority, and rules (section 10 of the Act of August 4, 1939, 43 U.S.C. 387 and section 28 of the Mineral Leasing Act of

1920, as amended), be responsible for reviewing requests and granting rights-of-way across its withdrawn and acquired land and facilities (see section 5.A.). Reclamation will furnish BLM's respective State Director with a copy of all grants on withdrawn lands, including maps, which it issues, to be recorded on BLM's Master Title Plats.

When land under this or any other agreement is managed by a third party, Reclamation will coordinate with that party before issuing rights-of-way that would interfere with the activities of the managing party. On all rights-of-way for which Reclamation lacks authority to make a grant, BLM will issue the grant on all withdrawn or acquired lands, after consultation with Reclamation. Such consultation shall include: (1) questions of whether grant should or should not be granted; (2) modification of location of grant from the location applied for; and (3) terms and conditions and stipulations of the grant.

G. Making of Planning Studies and Engineering Investigation on Public Lands. Under the provisions of section 307(a) or other legal authority, Reclamation may enter into the public lands to make studies and investigations necessary for project purposes, as required or authorized by Congress. Such studies and investigations will be fully coordinated with the BLM to ensure minimum disruption of ongoing programs.

H. Mineral and Geothermal Leases. Except for those minerals and conditions meeting the provisions of section 10 of the Reclamation Projects Act of 1939 (43 U.S.C. 387), leases for mineral, and geothermal resources on all land acquired or withdrawn by Reclamation will be issued by BLM. Applicants for mineral and geothermal leases on such land should be directed to file their applications with BLM's State offices. BLM will, in all issues involving mineral, and geothermal leases on or under Reclamation lands, request that Reclamation determine whether leasing on or under Reclamation lands, request that Reclamation determine whether leasing is permissible and if so to provide any stipulations required to protect the interest of the United States. Reclamation will respond to this request for mineral leasing clearance within 60 days when adequate records are readily available. When adequate records are not available, Reclamation will provide an interim progress report within 30 days. BLM will not issue permits, leases, or licenses on acquired or withdrawn lands under Reclamation's management without Reclamation's consent and concurrence on all conditions and stipulations. Reclamation's recommendations on withdrawn lands under BLM management responsibility are advisory only insofar as Reclamation planned or current project uses are not adversely affected.

I. Cadastral Survey. BLM will conduct, on a reimbursable basis, cadastral surveys, resurveys, and investigations on existing and future projects in accordance with: (1) jointly agreed to schedule, provided that Reclamation will notify BLM of needs in sufficient time for it to incorporate the work into its authorized

work programs; and (2) Reclamation provides the funds. If BLM is unable to accomplish a cadastral survey within Reclamation's time limits, BLM will perform the work on a reimbursable basis by contract, or in lieu of private sector contractors, may contract with Reclamation to conduct the surveys with qualified Reclamation surveyors, according to BLM standards and procedures. The assigned Reclamation surveyors must conduct the field work and the survey plats and field notes are to be certified by a Reclamation GS-1373 Surveyor on the Surveyor's Certificate. The survey plat and field notes will be reviewed and, if adequate, be officially accepted by the appropriate BLM State office. The Reclamation cadastral surveyors will be in accordance with 43 CFR 9185.3-1(c).

BLM public land survey corner monuments, which may be destroyed or rendered useless by reason of Reclamation project construction activities, will be referenced and removed and then replaced, if possible, by Reclamation. The monuments will be at least equivalent to those existing prior to project construction.

J. fire Protection During Project Construction. On lands described in section 5.A., Reclamation is responsible for fire protection. This responsibility may, at Reclamation discretion, be contracted out to other agencies. If Reclamation elects to contract with BLM, then prior to BLM accepting fire protection responsibility over Reclamation lands, Reclamation and BLM will cooperatively develop a mutually acceptable fire plan. Prior to commencing fire prevention and control plans and programs, and will provide for fire protection. during project construction, Reclamation will take reasonable precautions and ensure all contractors take precautions to prevent and suppress forest and range fires. When a fire starts on land of either party and spreads to the lands of the other party, the administrator of the land at the point of ignition is responsible for rehabilitating the land of the other party to the degree necessary that previous management objectives can be carried out. This includes, but is not limited to, construction of temporary erosion structures, seeding, reforestation, restoration of improvements, and fencing.

K. Forestry. Forest/woodland resources present on Reclamation acquired or withdrawn lands, as described in section 5.A., are the responsibility of Reclamation, and when such lands are not located within or adjacent to National forest lands, they may be managed by BLM in accordance with supplemental agreements entered into between BLM State Directors and Reclamation Regional Directors.

Prudent forest management actions will be conducted on these lands to the maximum extent consistent with future use of the land for Reclamation project purposes. When BLM is managing the forest or woodland resources, BLM foresters will coordinate with Reclamation personnel in developing and executing needed management actions.

Sales will be the preferred method of disposing of wood products. All revenues shall be deposited in to a treasury account as

directed by Reclamation in accordance with applicable statutes.

L. Grazing and/or Beekeeping. On lands under the jurisdiction of Reclamation not located within or adjacent to a National forest on which grazing and/or beekeeping is compatible with Reclamation's current or planned use of any land area, BLM may, at Reclamation's request, manage grazing and/or beekeeping on those lands, subject to a supplemental agreement made in accordance with this general agreement and under such provisions as Reclamation may deem necessary. On Reclamation withdrawn or acquired land where the management under supplemental agreement is with BLM, all grazing and/or beekeeping leases or permits issued by BLM shall be issued for BLM's normal permit or lease period, but shall include such special stipulations as determined necessary for Reclamation to protect the land or facilities for Reclamation project purposes. When Reclamation determines that within 2 years its needs and uses will no longer be compatible with grazing and/or beekeeping, Reclamation will so notify BLM enabling it to notify the lessees and permittees and terminate the leases and/or permits in accordance with section 402 of FLPMA. Under emergency conditions leases and permits may be terminated with shorter notice.

Grazing and/or beekeeping fees collected by BLM from Reclamation land managed by BLM shall be deposited into a treasury account as directed by Reclamation in accordance with applicable statutes. BLM will furnish, concurrent with the deposit by BLM, a copy of the certificate of deposit showing the date of deposit, fund symbol, amount, and Reclamation project number. When authorized by Reclamation, revenues or fees collected may remain with BLM to serve as Reclamation's reimbursement for work performed.

M. Mining Claims. Where the construction of a Reclamation water resource project requires the clearance of title to public land encumbered by unpatented mining claims, BLM will conduct, on a reimbursable basis, the examination of all unpatented mining claims. If construction is imminent, the agencies will work together to expedite clearance. The validity investigations of mining claims will, whenever possible, be in accordance with jointly agreed to schedules, wherever construction contractual schedules are not the driving force, and time will permit. Whenever possible, Reclamation will notify BLM of its needs in sufficient time for BLM to incorporate the work into its work program.

Reclamation will notify BLM at least 30 months before the beginning of the fiscal year in which the work is needed; except when Reclamation finds it cannot give this lengthy notice with respect to clearance of a small area, such as a damsite, pumping plant, substation, or radio communication site, then Reclamation and BLM will negotiate a suitable schedule sufficient to protect Reclamation's facilities.

As soon as Reclamation identifies a need for clearance of title

work, Reclamation will supply BLM with a statement of the work it needs done, including necessary maps and other pertinent information. BLM will supply Reclamation with estimates of cost, manpower, time required, and other information. The State Director and the Regional Director will make necessary arrangements for incorporating the work into BLM's program.

Upon completion of the validity examination, BLM will notify Reclamation of the findings and recommendations. Were BLM believes mining claims are not supported by discovery, BLM will initiate a contest action and will report to Reclamation on the results of such actions.

N. Recreation. When the management of Reclamation withdrawn or acquired land not located within or adjacent to a National Forest is with Reclamation in accordance with section 5 of this agreement, unless otherwise authorized by Congress, Reclamation's recreation planning, development, and management will be in accordance with Public Law 89-72 (79 Stat. 213). Reclamation will encourage non-Federal public bodies to manage recreation associated with Reclamation's land and water areas. When a non-federal recreation manager cannot be found, Reclamation will discuss with BLM the option of BLM managing recreation on Reclamation project lands. Supplemental agreements will, if necessary, be utilized to determine the management responsibility and funding reimbursement. The two agencies will ensure coordination and cooperation to promote compatibility of recreation development and operation (including compatible recreation fee structure) on adjacent Reclamation/BLM lands. When Reclamation plans recreation development on project lands, it will consider recreation use and recreation potential of BLM administered lands that are adjacent to Reclamation project lands. When BLM plans recreation development on lands adjacent to Reclamation project lands, it will consider recreation use, recreation potential, and previously developed Reclamation recreation plans for authorized or constructed Reclamation projects. If BLM prepares plans or management actions that could alter recreation potential of a Reclamation project that is not yet constructed, BLM will consult with Reclamation.

O. Fish and Wildlife Mitigation and Enhancement. Each agency will coordinate with the other when its plans and activities involve fish and wildlife resources and values related to lands administered by the other. Where water-related projects of either agency involve meeting the requirement of the Fish and Wildlife Coordination Act (FWCA), the agency initiating the action will ensure that the coordination and other requirements of the FWCA are met. Plans for the management of wildlife resources on lands of interest/concern to both agencies shall be developed jointly with the State under authority of the Sikes Act (16 U.S.C. 670 a-f). Management of the lands will be specified in a habitat management plan (HMP) developed for the area. The HMP will become part of Reclamation's land resources management plan for the area. Where a supplemental agreement executed for the specific Reclamation project provides for BLM's implementation of the approved

mitigation plans, Reclamation will transfer the funds necessary to enable BLM to carry out its agreed to efforts. State funding and participation will be as specified in supplemental agreements between the agencies cooperating on the specific project, and in accordance with BLM's existing memorandum of understanding with the concerned State wildlife agency. Cooperative programs of both agencies shall be implemented by the State Director and the Regional Director in accordance with the management plan for the project. BLM will be responsible for funding such projects on its lands or on Reclamation lands where no Reclamation project is planned, and on which withdrawals have not been revoked. Reclamation will provide funding for wildlife management related plans/activities/projects on the withdrawn public lands whenever such plans/activities/projects are for the purpose of mitigating the impacts of Reclamation projects.

P. Environmental Impact Analyses and Statements. All actions taken pursuant to this agreement concerning environmental matters will conform to the requirements of the Council on Environmental Quality regulations, 40 CFR Parts 1500-1508, 516 DM 1-7, the Bureau of Reclamation National Environmental Policy Act (NEPA) Handbook, and BLM Guidebooks 1791 and 1792. The agency (BLM or Reclamation) initiating the action which requires NEPA compliance will be the lead agency.

Where BLM or Reclamation proposes an action in an area where both Bureaus have responsibility or interest, the two Bureaus will cooperate in the preparation of the appropriate environmental analysis and, where necessary, the lead agency as defined above will prepare the categorical exclusion checklist, environmental assessment, FONSI, or EIS.

Cultural resource protection and management matters will conform to applicable sections of 36 CFR 60, 63, and 800; Reclamation Instructions Part 376.11 and BLM Manuals 8100, 8110, and 8111.

Q. Planning Program. If either agency proposes to prepare a plan or undertake a study involving lands administered by or affecting the interests of other agency, the agency proposing to conduct the study will provide notice to the affected agency at the time when it is proposed. The agencies shall fully coordinate their plans and studies allowing ample time for budget considerations. When appropriate, the planning agency's plans may be adopted by the other agency as an amendment to its own land use or resource management planning document. Provisions of 43 CFR 1600 and other appropriate authority will be utilized in revising, amending, or preparing planning or study documents.

Inconsistencies between the plans of the two agencies will be addressed as prescribed by the planning authority of each agency. Differences unresolved through negotiation will be referred to the Assistant Secretary ☒ Land and Water Resources for action as deemed appropriate.

In the preparation of all planning documents, BLM will serve where practicable and legal as the primary supplemental source of expertise for various areas of multiple use land management when so requested by Reclamation. Reclamation will serve where practicable and as requested by BLM as the primary source of expertise in the planning, management, and development of water resources. This does not replace or supplement earlier agreements which either agency has with third parties.

R. Engineering and Technical Services. BLM State Directors may, at any time, request Reclamation Regional Directors for service in connection with the planning, investigation, design, inspection, construction, repair, or rehabilitation of engineering works, including activities under emergency conditions. There is one exception to this procedure. In accordance with DM 753 1.3c, requests for services related to dam safety will be initiated by BLM's Dam Safety Officer, Denver Services Center, or Chief, Division of Engineering, Washington, and submitted to the Reclamation Dam Safety Officer, Engineering and Research Center, Denver, or to the Commissioner, Washington. Requests may be for inspection, site investigations, and other exploratory work necessary to provide projects of a reconnaissance grade, or feasibility grade, with sufficient technical details and costs estimates to support BLM's budget requests.

Requests for engineering services will be made by letter from the State Director to that Regional Director responsible for the area in which BLM's works needing services are located. To the extent practical, such requests shall be made 18 months prior to the budget year plus one, or as early as possible to permit coordination with Reclamation work programs. The requests shall specify the following:

- a. Job requirements;
- b. Nature of the work to be done;
- c. Extent of engineering and other services to be performed;
- d. Schedules to be met; and
- e. Budgetary information.

Where construction work, which will cost over \$1,000,000 and will extend over more than one fiscal year includes the issuance of invitations to bids and specifications for construction is to be undertaken by Reclamation for BLM, a separate supplemental agreement covering such work, and the record of its financing, shall be executed between the State Director of BLM and the Regional Direction of Reclamation. Reimbursement shall be made promptly upon receipt of information or a detailed statement of cost. Such budgetary information will be supplied, whenever possible, 18 months prior to the budget year plus one. The indirect costs charged for work performed by Reclamation or BLM shall include supportable overhead costs associated with work performed under this agreement and based on the guidelines established in part 346, DM 3.4 of the Departmental Manual. These costs shall not be calculated by using arbitrary factors.

s. wild and Free-Roaming Horses and Burros. When wild and free-roaming horses or burros inhabit areas crossing administrative boundaries between BLM and Reclamation, their management and protection will be the responsibility of BLM, under its regulations. Upon request from Reclamation, BLM will cooperate in the removal, and relocation or disposal, of such animals from Reclamation lands (see section 5.A.).

T. Salinity Control on Public Land. Each agency will coordinate with the other when its plans and activities involve salinity control efforts in the Colorado River Basin which relate to or affect the other's management responsibilities or the lands administered by the other. Coordination at the field administrative/technical level will be accomplished through Federal interagency Salinity Control Coordinating Committee, and supplemental agreements as needed, by the appropriate State Directors and Regional Directors.

U. Computer Service. Whenever either agency has computer programming, time, or other service, which would be of use to the other agency, and such service is requested, the agency having the desirable program, time, or other service, will, within its time and personnel constraints, provide, on a reimbursable basis, the program, time, or service to the requesting agency. Whenever computer stored information of either agency is compatible with the other agency's computer, and would be of use to the other agency, arrangements will be made for automatic, compatible transfer of such information.

V. Discrepancies in Policy. Where agency differences in policy exist, as described in policy documents and papers of the BLM or Reclamation, the policy of the agency having primary jurisdiction over the lands will prevail.

W. Hydrometeorological Data Collection. Requirements for the collection of hydrometeorological data on BLM lands, including wilderness areas, or wilderness study areas, will be determined mutually in order to establish correlation networks with gages outside such areas to enhance scientific study, or weather modification, to improve water supply forecasting, and for public safety in flood forecasting and flood control operations. Agreement for installation of hydrometeorological data collect on devices will be accomplished through the BLM consultation and permit process. Hydromet stations may be placed and maintained within primitive areas, wilderness areas, or wilderness study areas administered by BLM only where approved by BLM, and will be placed and maintained in a manner prescribed by BLM.

X. Road Maintenance. when administratively controlled roads extend boundary lines between BLM and Reclamation lands, then the agency offices are encouraged to develop local supplemental agreements for exchange of maintenance activities. The purpose of this is to improve efficiency by combining similar or like work across administrative boundaries. All maintenance activities

should be accomplished in such a manner so as to protect the environment and performed to a standard that places user safety at the forefront.

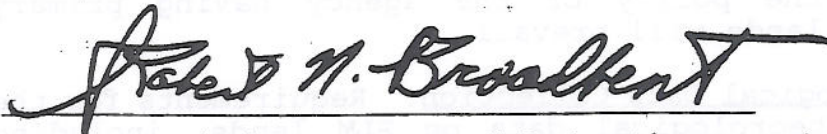
Y. Other Specific Services. This agreement may be amended or modified at any time, upon mutual concurrence, to cover any service or requirement overlooked, or developing in the post-signing period. Amendments must be initialed by both agency heads or their designees to become effective.

Section 7. Supplemental Agreements: Supplemental agreements may be entered into by a BLM State Director and a Reclamation Regional Director to implement this master agreement. Those supplemental agreement needs identified within this master agreement that directly affect project authorization will be completed during the planning stage for the project.

Section 8. Implementation: This agreement is effective upon signature of the heads of both agencies. A copy of this agreement will be distributed by each agency to each State and Regional Director.

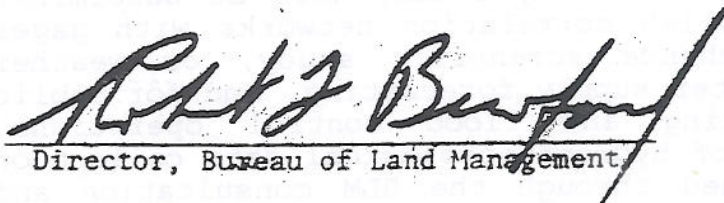
Section 9. Renegotiation: This agreement is renegotiable at the option of either party.

Section 10. Termination of Agreement: This agreement may be terminated upon mutual agreement or upon 90 days written notice of either party.



Commissioner, Bureau of Reclamation

March 25, 1983
Date



Director, Bureau of Land Management

March 25, 1983
Date