

CONTRACT NO. DA-O4-167-CIVENG-66-95

CONTRACT

CONTRACTOR: Yuba County Water Agency  
Marysville, California

CONTRACT FOR: Use of Harry L. Englebright Dam  
and Reservoir for Generation of  
Power, New Narrows Powerplant

LOCATION: Near Smartville, California

This contract is authorized by Public Law 716, 75<sup>th</sup> Congress,  
3rd Session, approved 25 June 1938 (52 Stat. 1040).

COF 0001520

CONTRACT NO. DA-O4-167-CIVENG-66-95

THIS CONTRACT, made this 14<sup>th</sup> day of February 1966, between  
the United States of America, represented by the Contracting  
Officer, Secretary of the California Debris Commission, an  
instrumentality of the United States, (hereinafter called the

## CONTRACT NO. DA-04-167-CIVENG-66-95

THIS CONTRACT, made this 14<sup>th</sup> day of February 1966, between the United States of America, represented by the Contracting Officer, Secretary of the California Debris Commission, an instrumentality of the United States, (hereinafter called the "Government"), and the Yuba County Water Agency, (hereinafter referred to as the "Agency"), a political subdivision of the State of California, duly organized, existing, and acting pursuant to the laws thereof, with its principal place of business in Marysville, California.

## WITNESSETH, THAT:

WHEREAS, in accordance with authority granted by the River and Harbor Act of 30 August 1935 (P. L. 409, 74<sup>th</sup> Congress, 1st Session, 49 Stat. p. 1028-1049) the Government has constructed a dam to create a debris restraining reservoir on the Yuba River, State of California, known as Harry L. Englebright Dam and Reservoir, which dam is located approximately three miles northeasterly of the town of Spartville, California; and

WHEREAS, pursuant to Public Law 716, 75<sup>th</sup> Congress, 3rd Session, approved 25 June 1938, the Secretary of the Army is authorized to enter into contracts for storage of water in debris control reservoirs for power development upon such conditions of delivery, use, and payment as he shall approve; and

## CONTRACT NO. DA-04-167-CIVENG-66-95

WHEREAS, the Agency ~~has~~ <sup>intends to</sup> initiated construction of the Yuba River Development Project, and desires to construct a new powerplant on the Yuba River downstream from the Harry L. Englebright Dam; and

WHEREAS, the Agency has received "Order Issuing License," (Project No. 2246 dated 16 May 1963 as modified on 27 December 1963), from the Federal Power Commission, which license grants the Agency authority to construct a power pressure tunnel designated as the New Narrows Power Tunnel, said tunnel to extend about 400 feet from an intake structure on the right bank of Yuba River immediately upstream from existing Harry L. Englebright Dam to the head of a 295-foot long steel penstock of the New Narrows Powerplant, to be located on the right bank of the Yuba River; and

WHEREAS, Article 47 of the Federal Power Commission license, hereinabove referred to, provides that the Agency shall enter into a contractual agreement with the Government for repayment for use of Harry L. Englebright Dam and Reservoir for power purposes; and

WHEREAS, the Agency now stands ready to commence construction of the above referenced intake tunnel and powerplant;

## CONTRACT NO. DA-04-167-CIVENG-66-95

NOW, THEREFORE, in consideration of the mutual and dependant covenants herein contained, it is hereby agreed by the parties hereto as follows:

1. SCOPE. To accomplish the objectives hereinabove set forth, the Agency and the Government mutually agree to the following terms and conditions:

a. The Agency at its own expense shall construct the intake works, tunnel, powerplant, access roads and appurtenances as delineated on Agency's Site Plan Drawing Nos. YE-10-201 and 202, dated 30 June 1964, (Exhibit "A" attached hereto and made part hereof), and Agency agrees to maintain and operate the project works at its own expense.

b. The Agency agrees that if at some future time it finds it necessary to modify the intake structure to permit continued operation of the powerplant, such modification will be accomplished at the Agency's expense.

c. The Agency agrees it will be pecuniarily responsible to the Government for any structural damage to Harry L. Englebright Dam incurred as a result of construction of New Narrows Power Facilities.

d. The Agency agrees that the Harry L. Englebright Dam and Reservoir was constructed primarily for debris control

CONTRACT NO. DA-O4-167-CIVENG-66-95

and that the Government gives the Agency no guarantee or assurance as to whether debris storage will interfere with diversion from the reservoir of water for the powerplant. To this end, the Agency recognizes that its right to water usage is subservient to the debris control function of said reservoir.

*PLATE 3415  
450-527  
h/w*

e. The Agency acknowledges that the Pacific Gas and Electric Company has a contract with the Government for the storage of water in the Harry L. Englebright Dam and Reservoir between elevations 450 and 527, subject to the condition that the space is not required for the storage of debris. The Agency covenants and agrees that its right to use the Harry L. Englebright Dam and Reservoir is also subservient to the rights of the Pacific Gas and Electric Company to use the storage space in the reservoir within the limits hereinabove specified.

f. Subject to the agreed restrictions set forth in paragraphs "b," "d," and "e" above, and in consideration of the payment to be made as hereinafter specified, the Government hereby grants the Agency use of Harry L. Englebright Dam and Reservoir for diversion of water for the New Narrows Powerplant. The Government covenants and agrees that to effect diversion of water, the Agency is authorized to construct the intake facilities, tunnel, powerplant and necessary appurtenances as authorized by

CONTRACT NO. DA-04-167-CIVENG-66-95

"Order Issuing License" (Project No. 2246, dated 16 May 1963)  
from the Federal Power Commission.

g. The Government agrees to furnish or cause to be furnished to the Agency a right-of-entry permit for the purpose of constructing the project works authorized by the Federal Power Commission, "Order Issuing License" Project No. 2246, dated 16 May 1963, as modified 27 December 1963. Upon satisfactory completion of construction, the Government will furnish or cause to be furnished the Agency, subject to approval of the Secretary of the Army, necessary easements for the intake facilities, tunnel, access roads, and necessary appurtenances, including rights of ingress and egress, for operation and maintenance, to the extent the facilities of the Agency traverse property owned by the Government. The Agency agrees to furnish the Government an accurate legal description of the Government property traversed by its facilities for use in preparation of the easement hereinabove referred to.

2. PAYMENT. The Agency agrees to pay the Government \$100,000 annually during the term of this contract, commencing with the date its power plant is placed in operation, as determined by the Federal Power Commission; payment for each calendar year or fraction thereof is due within thirty (30) days after expiration thereof.

## CONTRACT NO. DA-04-167-CIVENG-66-95

All payments by the Agency shall be made to the Sacramento District, Corps of Engineers, Sacramento, California, by check, money order, or bank draft, payable to the Treasurer of the United States. Upon every installment of money required to be paid by the Agency to the Government which shall remain unpaid after the same shall become due and payable, the Agency shall pay the Government as liquidated damages one-half (½) of one per cent of the amount of such delinquent installment for each month in which each such installment is delinquent. Provided, however, that annual payments shall cease in the event the license issued the Agency shall be terminated by the Federal Power Commission.

3. TERM OF CONTRACT. The term of this contract shall commence the date the Agency places its power plant in operation, as determined by the Federal Power Commission, and extend throughout the term of said license (Federal Power Commission No. 2246, as modified, 27 December 1963), and may be extended upon such conditions and with such provisions as may be agreed upon by the parties hereto, coincident with and for the same term as any new license issued to the Agency pursuant to Title 16, U. S. Code, Section 808; provided, that if the Federal Power Commission under the provisions of Section 808 issues an annual

## CONTRACT NO. DA-04-167-CIVENG-66-95

license from year to year, this contract shall be extended without change for the same annual periods as said annual license, until the property either is taken over by the United States or a new license is issued pursuant to the above cited Section; and provided further, that such yearly extensions shall in no event continue this contract beyond fifty (50) years from the date of beginning as specified above.

4. PLANS AND SPECIFICATIONS. The Agency shall submit to the Government for review, the plans and specifications for such construction features as affect the existing Harry L. Englebright Dam. All aspects of such features determined by the Government as detrimental to the safety of said dam will be modified by the Agency prior to initiating construction thereof.

5. OWNERSHIP AND PHYSICAL OPERATIONS. Title to the new intake works, tunnel, powerplant, access roads and appurtenances shall be and remain in the name of the Agency. Any and all physical operations with respect to such facilities shall be performed by the Agency.

6. RELEASE. The Agency shall hold and save the United States, including its officers, agents, and employees harmless from liability of any nature or kind, for or on account of any claim for damages which may be filed or asserted as a result of



CONTRACT NO. DA-04-167-CIVENG-66-95

the construction, operation and maintenance performed by the Agency pursuant to Clause 1 above.

7. GRATUITIES.

a. The Government may, by written notice to the Agency, terminate the right of the Agency to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Agency, or any agent or representative of the Agency, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in foregoing paragraph "a" hereof, the Government shall be entitled

- (i) to pursue the same remedies against the Agency as it could pursue in the event of a breach of the contract by the Agency, and

CONTRACT NO. DA-04-167-CIVENG-66-95

(ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Agency in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES. The Agency warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

## CONTRACT NO. DA-04-167-CIVENG-66-95

commercial or selling agencies maintained by the Agency for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. EQUAL OPPORTUNITY (APR. 1964).

The following clause is applicable unless this contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 C.F.R. Chapter 60). Exemptions include contracts and subcontracts (i) not exceeding \$10,000, (ii) not exceeding \$100,000 for standard commercial supplies or raw materials, and (iii) under which work is performed outside the United States and no recruitment of workers within the United States is involved. During the performance of this contract, the Agency agrees as follows:

a. The Agency will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race,

## CONTRACT NO. DA-04-167-CIVENG-66-95

creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. The Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer, advising the said labor union or workers' representative of the Agency's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## CONTRACT NO. DA-04-167-CIVENG-66-95

d. The Agency will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

e. The Agency will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Agency's noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

## CONTRACT NO. DA-04-167-CIVENG-66-95

g. The Agency will include the provisions of paragraphs "a" thru "g" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor.\* The Agency will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Agency may request the United States to enter into such litigation to protect the interest of the United States.

\*Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier, except for subcontracts involving the performance of "Construction work" at the "Site of construction" (as those terms are defined in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause.

## CONTRACT NO. DA-04-167-CIVENG-66-95

NOTE: Equal Opportunity Clause is amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order 10925 of March 6, 1961, as amended, and Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and Section 204 of Executive Order 11246 of September 24, 1965, respectively.

The following additional footnote is added to the clause: "In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246, shall, to the extent that they are inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of Executive Order 11246."

11. APPROVAL. This contract shall be subject to approval by the Secretary of the Army upon the recommendations of the President, California Debris Commission and the Chief of Engineers.

CONTRACT NO. DA-04-167-CIVENG-66-95

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Approval recommended:

THE CALIFORNIA DEBRIS COMMISSION

/s/ E.E. Wilhoit, Jr.  
Brigadier General, U.S. Army  
President, California  
Debris Commission

By /s/ Robert E. Mathe  
ROBERT E. MATHE  
Colonel, CE  
District Engineer  
Sacramento District  
Corps of Engineers  
Secretary, California  
Debris Commission  
Contracting Officer

Approval recommended:

Chief of Engineers  
U. S. Army

Approved 13 May 1966

/s/ Stanley R. Resor  
Secretary of the Army

YUBA COUNTY WATER AGENCY

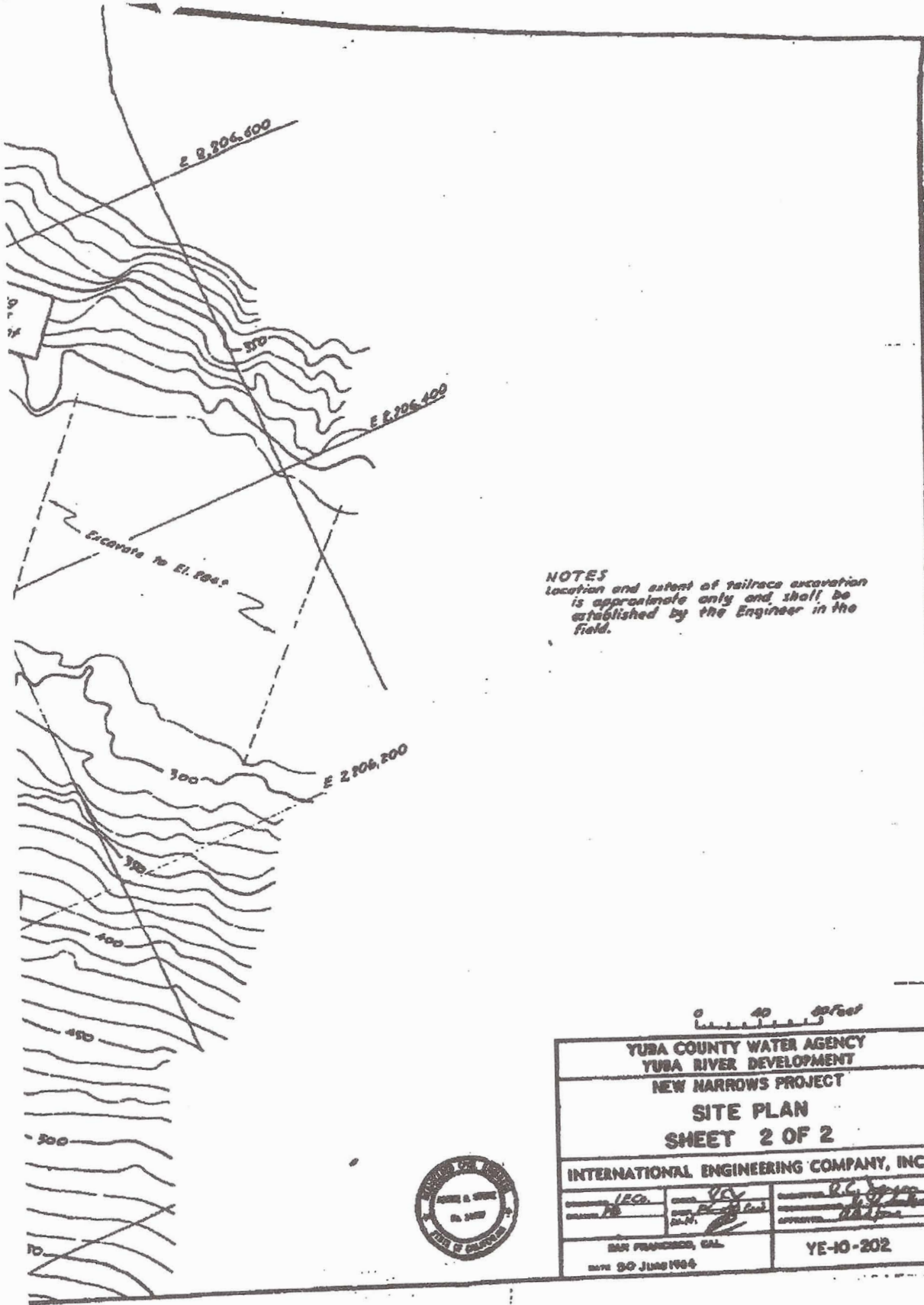
/s/ Colin H. Handforth  
523 Washington Sq.  
Marysville, Calif.  
(Address)

By /s/ Karl A. Cozad

/s/ Viola Brown  
2230 Bubb  
Marysville  
(Address)

and  
By /s/ V. Mitchell  
Acting Secretary



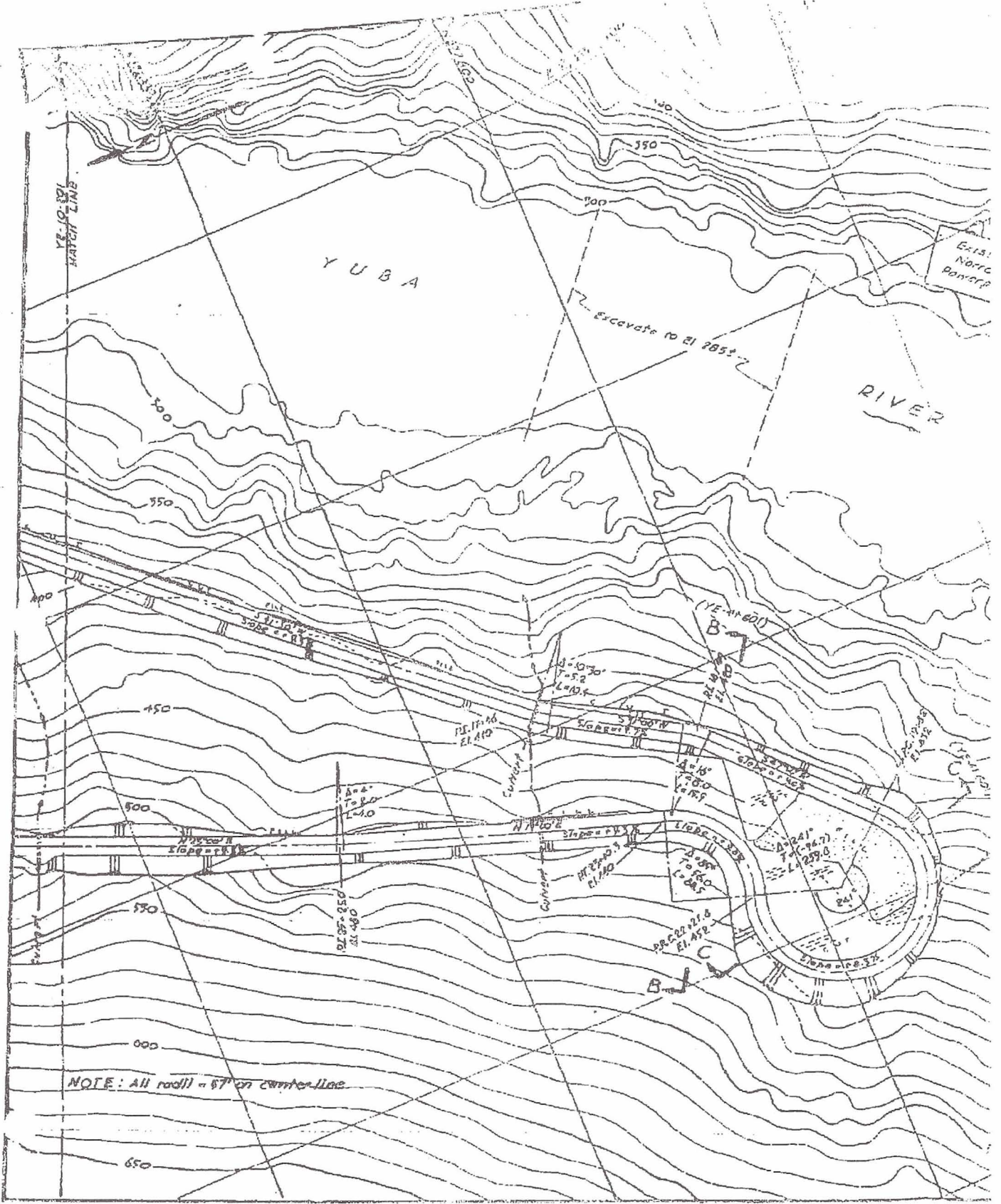


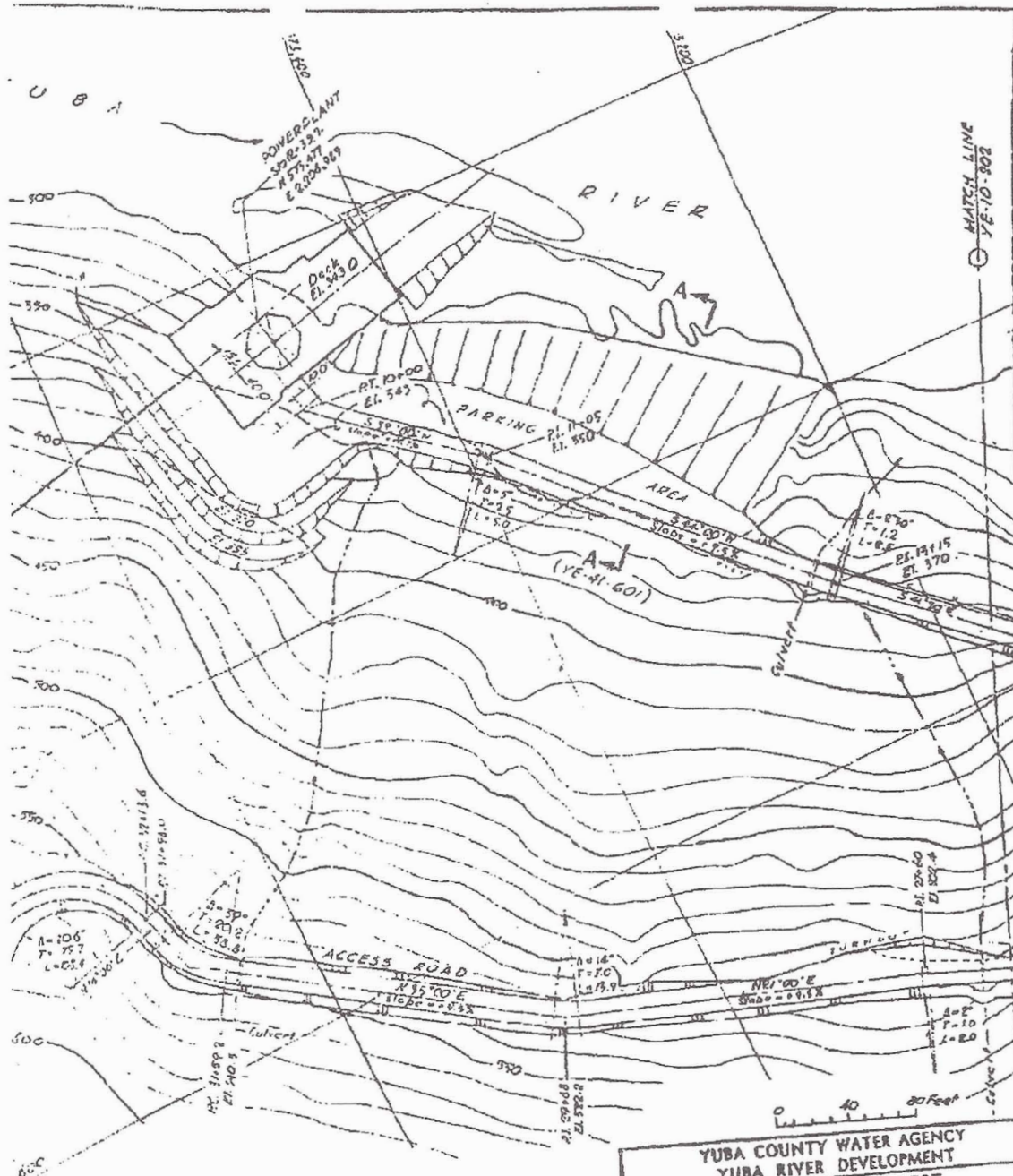
**NOTES**  
 Location and extent of tailrace excavation is approximate only and shall be established by the Engineer in the field.



0 40 80 Feet YUBA COUNTY WATER AGENCY YUBA RIVER DEVELOPMENT NEW NARROWS PROJECT <b>SITE PLAN</b> <b>SHEET 2 OF 2</b>		
INTERNATIONAL ENGINEERING COMPANY, INC.		
DRAWN BY: <i>LEO</i> CHECKED BY: <i>PA</i> DATE: <i>7/29/64</i>	DESIGNED BY: <i>PA</i> CHECKED BY: <i>PA</i> DATE: <i>7/29/64</i>	SUPERVISOR: <i>R.C. [Signature]</i> APPROVED BY: <i>[Signature]</i>
SAN FRANCISCO, CAL. DATE 30 JUNE 1964		YE-10-202

COE 0001537





winners  
at 2014  
equal for  
the Yuba  
si Parks  
s from the

650 11  
170 11  
83 11 11 11



**YUBA COUNTY WATER AGENCY  
YUBA RIVER DEVELOPMENT  
NEW NARROWS PROJECT**

**SITE PLAN  
SHEET 1 OF 2**

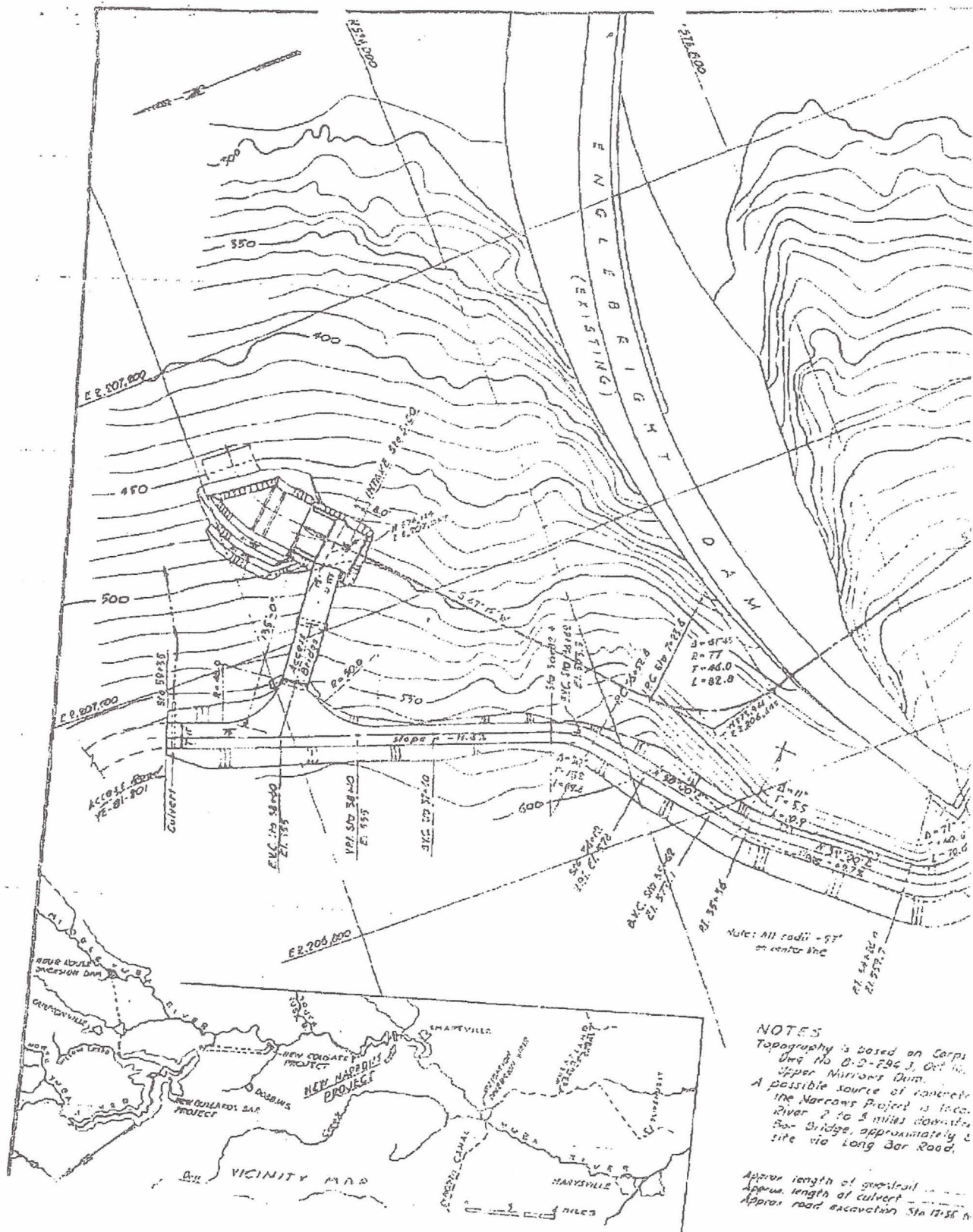
**INTERNATIONAL ENGINEERING COMPANY, INC.**

DESIGNED BY: L.E.C.	CHECKED BY: [Signature]	SUPPLEMENTED BY: [Signature]
DRAWN BY: [Signature]	DATE: [Signature]	APPROVED BY: [Signature]

INTERNATIONAL ENGINEERING COMPANY, INC.  
SAN FRANCISCO, CALIF.  
DATE: 30 June 1964

YE-10-201

COE 0001536



On motion of Director Harvey  
duly seconded by Director Dean,  
the following Resolution was adopted

RESOLUTION NO. 66-4

RESOLUTION APPROVING AGREEMENT BETWEEN THE YUBA COUNTY WATER AGENCY AND  
THE SECRETARY OF THE ARMY OF THE UNITED STATES FOR USE OF HARRY L.  
ENGLBRIGHT DAM AND RESERVOIR FOR GENERATION OF POWER - NEW NARROWS POWER  
PLANT, AND AUTHORIZING CHAIRMAN TO EXECUTE SAME.

BE IT RESOLVED by the Board of Directors of the Yuba County Water  
Agency that that certain agreement by and between the Secretary of the  
Army of the United States, represented by the California Debris Commission  
and the Yuba County Water Agency, be, and the same is, hereby approved  
and the Chairman of this Board is hereby authorized and directed to  
execute said agreement.

BE IT FURTHER RESOLVED that the Secretary of this Board be and she  
is hereby instructed and directed to transmit a certified copy of this  
Resolution, along with the executed copy of the agreement, to the  
California Debris Commission.

PASSED AND ADOPTED this 14th day of February, 1966, by the  
following vote:

AYES: DIRECTORS COUPE, COZAD, DEAN, HARVEY AND ROSE

NOES: NONE

ABSENT: NONE

Merna Mitchell  
Secretary (Acting)

Carl Coupe  
Chairman

NEW NARROWS ACCESS ROAD  
DESCRIPTION FOR EASEMENT

A portion of the Southwest One-quarter of Section 14, Township 16 North, Range 6 East, M.D.B.&M. and being more particularly described as follows:

Beginning at a point on the South line of said Southwest One-quarter, which lies S 86°11'20" E - 1393.31 feet from the Southwest corner of said Section 14; thence from said point of beginning N 65°52'00" E - 21.39; thence on a curve to the left having a radius of 50.00 feet, through a central angle of 42°01'00" an arc length of 36.67 feet; thence N 23°51'00" E 299.61 feet; thence on a curve to the left having a radius of 150.00 feet, through a central angle of 19°27'00" an arc length of 50.92 feet; thence N 4°24'00" E - 71.02 feet; thence on a curve to the right having a radius of 350.00 feet, through a central angle of 14°29'00" an arc length of 88.48 feet; thence N 18°53'00" E - 211.70 feet; thence on a curve to the left having a radius of 350.00 feet, through a central angle of 8°03'00" an arc length of 49.17 feet; thence N 10°50'00" E - 61.27 feet; thence on a curve to the right having a radius of 450.00 feet, through a central angle of 7°55'00" an arc length of 62.18 feet; thence N 18°45'00" E - 217.45 feet; thence on a curve to the right having a radius of 550.00 feet, through a central angle of 8°40'00" an arc length of 83.20 feet; thence N 27°25'00" E 110.19 feet; thence S 72°16'00" W - 133.28 feet; thence on a curve to the right having a radius of 150.00 feet, through a central angle of 37°51'00" an arc length of 99.09 feet; thence N 69°53'00" W - 320.08 feet to a point which lies S 87°20'25" E - 15.43 feet from the center of the Southwest One-quarter of said Section 14; thence S 87°20'25" E - 659.37 feet; thence S 27°25'00" W - 208.16 feet; thence on a curve to the left having a radius of 450.00 feet, through a central angle of 8°40'00" an arc length of 68.07 feet; thence S 18°45'00" W - 217.45 feet; thence on a curve to the left having a radius of 350.00 feet, through a central angle of 7°55'00" an arc length of 48.36 feet; thence S 10°50'00" W - 61.27 feet; thence on a curve to the right having a radius of 450.00 feet, through a central angle of 8°03'00" an arc length of 63.22 feet; thence S 18°53'00" W - 211.70 feet; thence on a curve to the left having a radius of 250.00 feet, through a central angle of 14°29'00" an arc length of 63.20 feet; thence S 4°24'00" W 71.02 feet; thence on a curve to the right having a radius of 250.00 feet, through a central angle of 19°27'00" an arc length of 84.87 feet; thence S 23°51'00" W 253.44 feet; thence N 30°35'00" E - 36.71 feet; thence on a curve to the right having a radius of 250.00 feet, through a central angle of 19°12'00" an arc length of 83.78 feet; thence N 49°47'00" E 234.71 feet; thence on a curve to the left having a radius of 250.00 feet, through a central angle of 12°11'00" an arc length of 53.16 feet; thence N 37°36'00" E - 403.45 feet; thence South 163.90 feet; thence S 37°36'00" W - 273.60 feet; thence on a curve to the right having a radius of 350.00 feet, through a central angle of 12°11'00" an arc length of 74.42 feet; thence S 49°47'00" W - 234.71 feet; thence on a curve to the left having a radius of 150.00 feet, through a central angle of 19°12'00" an arc length of 50.27 feet; thence S 30°35'00" W 37.95 feet to the South line of the Southwest One-quarter of Section 14;

## EXHIBIT "A"

COE 0001539

ence along said South line N 86°11'20" W - 240.91 feet to the point of beginning.

All bearings are referred to the California Coordinate System, Grid Zone II.

All distances are grid distances as defined by the California Coordinate System, Grid Zone II. They may be converted to actual ground distances by adding 0.016 foot per 100.00 feet to all distances.

NEW NARROWS POWER PLANT  
INTAKE WORKS AND TUNNEL-DESCRIPTION FOR EASEMENT

A portion of the Southwest One-quarter of Section 14, Township 16 North, Range 6 East, M.D.B.&M. and being more particularly described as follows:

Beginning at the Southwest corner of said Section 14; thence along the South line of said Southwest One-quarter S 86°11'20" E - 2,084.29 feet; thence North 359.21 feet to the true point of beginning of the herein described parcel; thence from said true point of beginning North 327.53 feet; thence N 37°36'00" E - 35.07 feet; thence N 22°30'00" W - 313.89 feet; thence along a curve to the right, having a radius of 100 feet, through a central angle of 47°30'00" an arc length of 82.90 feet; thence N 25°00'00" E 149.71 feet; thence North 63.53 feet; thence N 27°39'00" E - 69.06 feet to a point which lies S 87°20'25" E - 765.54 feet from the center of said Southwest One-quarter of Section 14; thence S 87°20'25" E - 100.34 feet to the start of a non-tangent curve; thence from a tangent that bears S 20°44'57" W, on a curve to the right having a radius of 248.30 feet, through a central angle of 6°54'03" an arc length of 29.90 feet; thence S 27°39'00" W - 4.44 feet; thence East 162.72 feet; thence South 130.00 feet; thence West 197.71 feet; thence S 25°00'00" W - 150.53 feet; thence S 2°30'00" E - 382.71 feet; thence East 19.98 feet; thence South 330.00 feet; thence West 160.00 feet to the true point of beginning.

All bearings are referred to the California Coordinate System, Grid Zone II.

All distances are grid distances as defined by the California Coordinate System, Grid Zone II. They may be converted to actual ground distances by adding 0.016 feet per 100.00 feet to all distances.

EXHIBIT "B"





DEPARTMENT OF THE ARMY  
SACRAMENTO DISTRICT, CORPS OF ENGINEERS  
650 CAPITOL MALL  
SACRAMENTO, CALIFORNIA 95814

IN REPLY REFER TO  
SPKRM

31 July 1967

Yuba County Water Agency  
ATTN: Mr. Colin H. Hamforth, Engineer-Administrator  
County Courthouse  
P. O. Box 1569  
Marysville, California 95901

Gentlemen:

Please refer to your letter dated 25 January 1967 requesting a right-of-entry pending the execution of easements for rights-of-way, in accordance with Article 1g of Contract DA-04-167-CIVENG-66-95, for constructing the New Narrows Power Plant, intake works, access road, and other appurtenant facilities at Harry L. Englebright Reservoir, California.

Your request for a right-of-entry has been approved. We propose to grant you easements for such rights-of-way for facilities shown in red on the inclosed Drawing No. ZEM 10-1201, 31 March 1967, after the completion of the power plant and the submission by you of drawings and legal descriptions as specified in Article 1g of Contract DA-04-167-CIVENG-66-95. In view of your urgent necessity to occupy the proposed easement areas, you are hereby granted a right-of-entry to the proposed easement areas, subject to the following conditions:

a. That you agree to accept the terms and conditions of the inclosed standard Department of the Army easements, ENG Forms 547 and 1361. ENG Form 547 will be used for the easement for road right-of-way and ENG Form 1361 for the power plant, intake works, and other appurtenant facilities.

b. That because you desire to enter and use the proposed easement areas in advance of negotiations, processing, execution, and delivery of the formal instruments, you further agree to accept and be bound in the formal instruments by such other specific conditions which the Government may determine and incorporate therein as are reasonable and proper to its interests.

SPKRM  
Yuba County Water Agency

31 July 1967

c. That in the event you refuse to sign the formal instruments, as finally approved by the Government, you agree to immediately vacate the property.

d. That pending execution of the formal instruments, you will be bound by the provisions of the inclosed Department of the Army Easements, ENG Forms 547 and 1361.

This right-of-entry will become effective when we receive your unqualified acceptance of the above terms and conditions. Please indicate your acceptance by signing, dating, and returning this letter and attach a copy of the resolution which authorizes the acceptance of this right-of-entry.

Sincerely yours,

*Crawford Young*  
CRAWFORD YOUNG  
Colonel, E  
District Engineer

- 3 Incl
- 1. Dwg
- 2. Eng Form 547
- 3. Eng Form 1361

YUBA COUNTY WATER AGENCY

BY: *Colin H. Handforth* DATE: *8/14/67*  
(Title)  
*Engineer Administrative*



## RESOLUTION 67-42

A RESOLUTION ACCEPTING TERMS AND CONDITIONS OF RIGHT OF ENTRY FROM DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, AND AUTHORIZING COLIN H. HANDFORTH, ENGINEER-ADMINISTRATOR TO EXECUTE IT ON BEHALF OF THE YUBA COUNTY WATER AGENCY.

WHEREAS, the Yuba County Water Agency is engaged in the construction of the Yuba River Development under contract with Perini Yuba Associates; and

WHEREAS, the contractor's schedule under the Yuba River Development contract calls for immediate commencement of work of constructing the New Narrows Power Plant intake works, access road and other appurtenant facilities at Harry L. Englebright Reservoir, California; and

WHEREAS, there is an urgent necessity by the contractor to occupy the proposed easement areas prior to the execution of said easements under the terms of Contract No. LA-04-167-CIVENG-66-95 between Department of the Army, Corps of Engineers and the Yuba County Water Agency;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors accepts the terms and conditions of the right-of-way agreement dated July 31, 1967 from the Department of the Army, Corps of Engineers and hereby authorizes its Engineer-Administrator, Colin H. Handforth to execute it on behalf of the Yuba County Water Agency.

PASSED AND ADOPTED this 14th day of August 1967, by the following vote:

AYES: Directors Cozad, Dean, Harvey, Landerman and Rose.  
NOES: None  
ABSENT: None

ATTEST:

Harvey Landerman  
Secretary

Charles F. Dean  
Chairman

On motion of Director Harvey  
seconded by Director Landerman  
the above resolution was adopted

COE 0001544