

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE OPERATION AND MAINTENANCE MANAGEMENT OF THE  
NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT  
CHURCHILL, LYON, STOREY, AND WASHOE COUNTIES**

**WHEREAS**, under the authority of the Reclamation Act of 1902 (ch. 1093, 32 Stat. 388), on March 14, 1903, the Secretary of the Interior authorized the Reclamation Service, later the Bureau of Reclamation (Reclamation), to acquire lands to construct the Truckee-Carson Project, later renamed the Newlands Project, located in Churchill, Lyon, Storey, and Washoe counties, Nevada and Placer County, California, which involves works to store waters of the Truckee and Carson rivers; divert water for irrigation in the Carson and Truckee river basins; and reclaim lands in the Carson and Truckee river basins; and

**WHEREAS**, Reclamation retains jurisdiction of the Newlands Project water storage, conveyance, and drainage, and has jurisdiction over and maintains Federal lands and rights-of-way, which include but are not limited to fee title land, withdrawn land, perpetual easements, and easements reserved under the Canal Act of 1890 (43 USC 945) for Newlands Project purposes; and

**WHEREAS**, all Newlands Project works (project works), either reserved [operation and maintenance (O&M) carried out by Reclamation] or transferred O&M carried out under contract by a project beneficiary pursuant to Reclamation law, are the property of the United States and remain under Reclamation jurisdiction and control; and

**WHEREAS**, Reclamation has responsibility to identify, manage, and/or ensure the management of historic properties under its jurisdiction in accordance with all applicable federal historic preservation laws and regulations, including Title 54 USC § 300101 et seq., commonly known as the National Historic Preservation Act (NHPA), and in accordance with Reclamation policy and directives and standards (D&S) including LND-02-01 (Cultural Resources Management [CRM]); LND-02-02 (Museum Property Management); LND-02-03 (Operation and Maintenance [O&M] of Project Works that are Historic Properties); LND-02-04 (Administration of the Archaeological Resources Protection Act [ARPA] on Bureau of Reclamation Land). Reclamation, as well as entities with O&M responsibilities for transferred project works, regularly implement projects and activities that constitute undertakings as defined at 36 CFR § 800.16(y), requiring compliance with Section 106 of the NHPA (Section 106; 54 U.S.C. § 306108) and its implementing regulations, “Protection of Historic Properties” (36 CFR Part 800); and

**WHEREAS**, the first purpose of this Programmatic Agreement (PA) is to streamline compliance for O&M of all Newlands Project facilities and Federal lands and rights-of-way associated with the Newlands Project in Nevada, as shown on Appendix A, Figure 1; and

**WHEREAS**, many of these undertakings consist of routine, similar, and repetitive management activities, including O&M activities delegated to nonfederal parties, that are appropriate for implementation through use of a PA negotiated pursuant to 36 CFR § 800.14(b), and/or involve potential effects on historic properties that are foreseeable and likely to be minimal or not adverse, comprising a category of undertakings that may be exempted from the regular Section 106 review process, pursuant to 36 CFR § 800.14(c); and

**WHEREAS**, Reclamation administers activities and programs within the Newlands Project from the LBAO, which consists of all project works and lands owned or otherwise under Reclamation's jurisdiction (Appendix A, Figure 1); and

**WHEREAS**, this PA will also include all undertakings necessary for the implementation of the Truckee Canal Extraordinary Maintenance Project (XM Project) (Appendix B), which is designed to address safety concerns along the Truckee Canal as effects to historic properties cannot yet be determined prior to the authorization of the XM Project pursuant to 36 CFR § 800.14; and

**WHEREAS**, Reclamation, in consultation with the Nevada State Historic Preservation Office (SHPO), has evaluated the entirety of the Truckee Canal as eligible for the National Register of Historic Places (National Register), and determined an adverse effect to the Truckee Canal due to the XM Project and intends to resolve adverse effects under this PA; and

**WHEREAS**, project works, reserved works, transferred works, O&M, and other related terms are defined in Appendix C, while other definitions, as set forth in 36 CFR § 800.16, are incorporated herein by reference and apply throughout this PA; and

**WHEREAS**, portions of the Newlands Project are listed in the National Register, either individually or as part of a thematic district, and Reclamation considers the Newlands Project as a historic property, as defined at 36 CFR § 800.16(l). Reclamation has organized the components of the Newlands Project in Appendix D by their eligibility status, including those project works and Newlands Project facilities that are currently unevaluated but may qualify for National Register inclusion; and

**WHEREAS**, the Advisory Council on Historic Preservation (ACHP) was afforded an opportunity to participate in the development of a PA in accordance with 36 CFR § 800.6(a)(1) on May 16, 2018, and, through correspondence dated December 4, 2018, has declined to participate; and

**WHEREAS**, within Newlands Project location overview identified in Appendix A, Figure 1, individual areas of potential effects (APE) will be defined as undertakings occur; and

**WHEREAS**, Reclamation, in consultation with the SHPO, and in accordance with 36 CFR § 800.4(a)(1), has previously established the APE for the XM Project, which is described as the entire length of the Truckee Canal and 100 feet both sides of centerline, eight staging areas, and three detention ponds, as shown in Appendix A, Figures 2-10; and

**WHEREAS**, Reclamation has consulted with the SHPO regarding the development of this PA to govern implementation of undertakings within the Newlands Project in Nevada; and

**WHEREAS**, the Truckee Carson Irrigation District (TCID) has transferred works O&M responsibilities for Newlands Project facilities under Reclamation Contract No. 7-07-20-X0348, dated November 25, 1996, as amended (Appendix E). This contract expires in 2021, and the new contract, an Operations, Maintenance, and Replacement (OM&R) contract will be updated in Appendix E when it is completed. TCID is responsible for implementing the XM Project, and is an Invited Signatory to this PA; and

**WHEREAS**, the Nevada Division of State Parks has a management agreement for the development, administration, operation, and maintenance of recreation at Lahontan Reservoir, under Reclamation Contract No. 14-06-200-8170A, dated March 12, 1976 (Appendix F), and is an Invited Signatory to this PA; and

**WHEREAS**, the Nevada Department of Wildlife (NDOW) has a Management Agreement with Reclamation for management of wildlife and its habitat and public use in the Fernley Wildlife Management Area, under Reclamation Contract No. 08-LC-20-9639, dated March 3, 2008, and has a Management Agreement with Reclamation for management of wildlife and its habitat and public use on the Carson Lake and Pasture lands, under Reclamation Contract No. 10-LC-20-0142, dated February 24, 2010 (Appendix F), and is an Invited Signatory to this PA; and

**WHEREAS**, the United States Navy, Naval Air Station Fallon (Navy) manages lands adjacent to Newlands Project lands and may have a role in specific Undertakings under the PA, and has elected to be an Invited Signatory to this PA pursuant to 36 CFR § 800.6(c)(2); and

**WHEREAS**, the Bureau of Land Management (BLM) and the United States Fish and Wildlife Service (USFWS) manage lands adjacent to Newlands Project lands and were invited to participate in the negotiation of the PA; and

**WHEREAS**, Reclamation coordinated with the Pyramid Lake Paiute Tribe (PLPT) Tribal Historic Preservation Officer (THPO), and their tribal land will not be subject to the terms of this PA. Undertakings on PLPT tribal land will follow the normal procedure for Section 106 consultations at 36 CFR Part 800, but the PLPT has elected to participate in the development of this PA as a Concurring Party; and

**WHEREAS**, Reclamation coordinated with the Fallon Shoshone Paiute Tribe (FSPT), and their tribal land will not be subject to the terms of this PA. Undertakings on FSPT tribal land will follow the normal procedure for Section 106 consultations at 36 CFR Part 800, but the FSPT has elected to participate in the development of this PA as a Concurring Party; and

**WHEREAS**, the Bureau of Indian Affairs (BIA) has reviewed this PA, acknowledges that its views were taken into consideration during the consultation process, agrees with the terms of the PA for compliance with Section 106, and has elected to be a Concurring Party to this PA pursuant to 36 CFR § 800.6(c)(3); and

**WHEREAS**, Reclamation invited the Lovelock Paiute Tribe (Koop Ticutta), the Reno-Sparks Indian Colony, and the Washoe Tribe of California and Nevada (referred to hereinafter collectively as Tribes and singly by their title), as federally recognized Tribes that attach religious and cultural significance to historic properties that may be affected by undertakings within the Newlands Project, to participate in the development of this PA as a Section 106 consulting party, and that any of these Tribes may elect to be a Concurring Party to this PA. As of the execution of this PA, none of these Tribes have responded to requests to participate, but Reclamation will coordinate and consult with them, as appropriate, on individual undertakings as needed; and

**WHEREAS**, Reclamation, the SHPO, and the Invited Signatories that have signed this PA (hereinafter Signatory or Signatories), acknowledge that a streamlined process for compliance with Section 106, through implementation this PA pursuant to 36 CFR § 800.14(b), is appropriate given the routine and repetitive nature of undertakings related to O&M and other Newlands Project management activities; and

**WHEREAS**, reference to “Parties” shall be taken to include Signatories, Invited Signatories, and Concurring parties invited to participate in the development of the PA; and

**WHEREAS**, Reclamation, the ACHP, and the SHPO have agreed to terminate the document titled *Programmatic Agreement Among the Bureau of Reclamation, the Advisory Council on Historic Preservation, and the Nevada State Historic Preservation Office Regarding Management of Canals, Laterals, and Drains within the Newlands Project, Churchill, Lyon, and Storey Counties, Nevada* (2002) in accord with Stipulation 6 of said document. Upon the execution of this PA, the 2002 document will have no further force or effect; and

**NOW, THEREFORE**, Reclamation and the SHPO agree that future Newlands Project undertakings involving project works will be administered in accordance with the following stipulations in order to take into account effects on historic properties and satisfy the requirements of Section 106.

Reclamation shall ensure the stipulations included herein are implemented:

## **STIPULATIONS**

### **I. ROLES, RESPONSIBILITIES, AND PROFESSIONAL QUALIFICATIONS**

- A. Reclamation (Signatory): Reclamation is responsible for ensuring the provisions and commitments of the PA are completed. Reclamation shall not be responsible for any Violation or Prohibited Act of a non-Reclamation land management agency, as those terms are defined by Section 6 of ARPA and 43 C.F.R. § 7.4. Generally, Reclamation will be responsible for:
  - 1. Establishing undertakings; making determinations of eligibility for historic properties and findings of effect for undertakings that have the potential to cause effects on historic

properties; and participating in the resolution of adverse effects and any disputes arising pursuant to such determinations and findings.

2. Maintaining documentation of compliance with the terms of this PA and preparing and distributing an annual report documenting all undertakings implemented pursuant to the PA.
  3. Circulating draft and final documents among the Parties, as required.
  4. Conducting government-to-government consultation with federally-recognized Tribes, as required, pursuant to 36 CFR Part 800 and other applicable Federal laws and regulations.
  5. Consulting with interested consulting parties such as non-federally recognized Native American Organizations and Individuals and other members of the public.
  6. Professional Qualifications Standards: Reclamation shall ensure that all cultural resource actions prescribed by this PA that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition for historic properties or other cultural resources, or that involve formal reporting or documentation of such actions in the form of technical reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons who meet, at a minimum, the *Secretary of Interior's Professional Qualifications Standards* (48 FR 44738-44739; 36 CFR Part 61; [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)) in the appropriate discipline. Reclamation will ensure that the work outlined in this PA is conducted by Reclamation employees or other individuals meeting, or under the direct supervision of individuals meeting, these qualifications standards.
- B. SHPO (Signatory). The SHPO, as a Signatory, is responsible for consulting with Reclamation, and other parties as required, regarding the PA and its implementation.
1. The SHPO will consult with Reclamation regarding National Register eligibility determinations for project works, facilities, and/or other properties evaluated pursuant to this PA; review findings of effect for undertakings implemented under this PA that require SHPO review; and review and comment on proposed mitigation to resolve adverse effects from undertakings under this PA.
  2. The SHPO will review the Annual Report, Historic Context, site records, and any cultural resources inventory reports prepared and provided by Reclamation pursuant to this PA, as appropriate.
- C. TCID (Invited Signatory). An Invited Signatory that signs this PA will have the right to seek amendment or termination of the PA. Additional roles and responsibilities include the following:

1. As a non-federal entity with O&M responsibilities for project works and facilities, TCID will notify Reclamation of all proposed activities requiring review under the terms of this PA, as defined in their O&M or OM &R contract with Reclamation (Appendix E).
  2. TCID will implement the XM Project and will cooperate and coordinate with Reclamation.
- D. United States Navy, Naval Air Station Fallon (Invited Signatory). An Invited Signatory that signs this PA will have the right to seek amendment or termination of the PA. Additional roles and responsibilities include the following:
1. The Navy will consult with Reclamation regarding National Register eligibility determinations for project works, facilities, and/or other properties evaluated pursuant to this PA, as appropriate; review findings of effect for undertakings implemented under this PA that require review; and review and comment on proposed mitigation to resolve adverse effects from undertakings under this PA.
  2. The Navy will review the Annual Report, Historic Context, site records, and any cultural resources inventory reports prepared and provided by Reclamation pursuant to this PA, as appropriate.
  3. The Navy may designate Reclamation as lead Federal agency pursuant to 36 CFR § 800.2(a)(2) to fulfill their Section 106 responsibilities regarding Newlands Project features.
- E. BIA (Concurring Party). A Concurring Party will provide input when their expressed areas of interest are impacted by undertakings under this PA. Additional roles and responsibilities include the following:
1. BIA may have a role in undertakings on Tribal land and will consult with Reclamation regarding National Register eligibility determinations for project works, facilities, and/or other properties evaluated pursuant to this PA, as appropriate; review findings of effect for undertakings implemented under this PA that require review; and review and comment on proposed mitigation to resolve adverse effects from undertakings under this PA, as appropriate.
- F. Other Federal agencies (BLM, USFWS: Invited Signatories). In the event that other Federal agencies are required to issue permits or provide assistance for Newlands Project undertakings otherwise covered under the PA, Reclamation may request that such agencies fulfill their Section 106 responsibilities in coordination with Reclamation using the applicable provisions of the PA. Such Federal agencies must designate Reclamation as lead Federal agency pursuant to 36 CFR § 800.2(a)(2) to fulfill their Section 106 responsibilities. Other Federal agencies participating in such undertakings that have not designated Reclamation as the lead Federal agency may use documentation developed by Reclamation to support their own findings and determinations under 36 CFR Part 800.

- G. The Pyramid Lake Paiute Tribe (Concurring Party). The PLPT has an interest in, or land associated with Newlands Project facilities. As a Concurring Party, their input will be sought when their expressed areas of interest are impacted by undertakings under this PA.
1. The provisions of this PA will not apply on PLPT tribal land. For any undertakings on Newlands Project features that are located within PLPT tribal land, Reclamation will consult with the Tribe by following the procedures in 36 CFR §§ 800.3-800.6.
- H. Fallon Paiute Shoshone Tribe (Concurring Party). The FPST has an interest in, or land associated with Newlands Project facilities. As a Concurring Party, their input will be sought when their expressed areas of interest are impacted by undertakings under this PA.
1. The provisions of this PA will not apply on FPST tribal land. For any undertakings on Newlands Project features that are located within FPST tribal land, Reclamation will consult with the Tribe by following the procedures in 36 CFR § 800.3-800.6.
- I. The Lovelock Paiute Tribe (Koop Ticutta), the Reno-Sparks Indian Colony, and the Washoe Tribe of California and Nevada (Concurring Parties): These Tribes may have an interest in, or land associated with Newlands Project facilities. As a Concurring Party, their input will be sought when their expressed areas of interest are impacted by undertakings under this PA.

## II. AREA OF POTENTIAL EFFECTS (APE)

The Newlands Project APE consists of all project works, facilities, and lands within the state of Nevada that are owned or otherwise under Reclamation's jurisdiction for administering and managing the Newlands Project (see Appendix A: Figure 1). This APE, which encompasses the entirety of Newlands Project lands and facilities, comprises the maximum geographic extent of undertakings covered under the PA.

- A. For each undertaking established and implemented pursuant to the terms of this PA, Reclamation also will determine and document an APE for that specific undertaking. The APE includes the area of direct and indirect effects.
1. Area of Direct Physical Effects: The area of direct physical effects is the area within which historic properties may sustain physical alteration or destruction as a result of an undertaking. The area of direct physical effects is defined as the area of potential ground disturbance by activities related to the undertaking, and will be determined as follows:
    - a. For undertakings within the Newlands Project, the area of direct physical effects will be confined to Reclamation lands or the Right-of-Way (ROW) and will include the footprint for proposed action along the feature itself and a 50-foot circumference from that feature, as long as it is contained within Reclamation's ROW.

- b. The minimum area of direct physical effects for any staging areas or temporary use areas will be confined to Reclamation lands or ROW (along canals, laterals, or sub-laterals and adjacent to dams and other Reclamation-owned facilities) and will include the footprint for the proposed undertaking along the facilities itself and a 50 foot circumference buffer from that facility, as long as it is contained within Reclamation's ROW or on Reclamation lands.
    - c. The minimum area of direct physical effects for any geotechnical boring areas will be confined to Reclamation lands or ROW (along canals, laterals, or sub-laterals and adjacent to dams and other Reclamation-owned facilities) and will include the footprint for the proposed undertaking and a 50-foot circumference buffer, as long as it is contained within Reclamation's ROW or on Reclamation lands.
  2. Area of Direct Visual, Audible, and Atmospheric Effects: The area of direct visual, audible, and atmospheric effects is the area where there exists direct visual, atmospheric, and audible effects on historic properties that could diminish the integrity of historic properties for which setting, feeling and/or association are aspects of such integrity. In most cases, based on the proposed activities within each undertaking, the area of such direct effects will be minimal because of the nature of the undertaking, but will be defined by Reclamation, as appropriate, and may include the following:
    - a. The area of direct visual effects for the undertaking extends to the visual horizon on either side of the proposed undertaking. A Geographical Information Systems (GIS) viewshed analysis will be used to identify areas within the area of direct effects from which the undertaking may be visible.
    - b. Where the area of direct effects includes properties of traditional, religious, or cultural significance, National Historic Trails, or other classes of historic properties for which setting, feeling, and/or association contribute to the eligibility, additional analysis may be required and the area of direct effects may be modified accordingly. These areas will require analysis on a case by case basis.
  3. Indirect Effects: Indirect effects are reasonably foreseeable effects that are caused by the undertaking that are later in time, farther removed in distance, or are cumulative. When identified, Reclamation will address these on a case by case basis and consult with SHPO and other appropriate consulting parties.
- B. For any undertaking implemented under this PA that requires consultation with the Parties, Reclamation may, at its discretion, expedite the consultation by providing documentation of the APE for that undertaking for review concurrent with the finding of effect notification for that undertaking.
- C. In the event that changes to a specific undertaking necessitate modifying an APE that was subject to previous consultation, Reclamation will provide documentation of the modified APE to the Parties for review.

1. Reclamation will provide the modified APE for review via mail to the Parties. The Parties shall have thirty (30) calendar days from the date of receipt to provide written comments to Reclamation. Reclamation will address all written comments for incorporation into final documents or other deliverables.
  2. Failure of the Parties to respond within thirty (30) calendar days of any modified APE submittal shall not preclude Reclamation from moving forward with the process pursuant to the PA.
- D. The XM Project APE includes both areas direct and indirect effects and consists of 856 acres, including the entire 31-mile long length of the Truckee Canal, from its headworks at Derby Diversion Dam, to its terminus at Lahontan Reservoir, and 100 feet either side of the Truckee Canal centerline. An additional eight staging areas adjacent to the Truckee Canal are included in the XM Project APE (Appendix A, Figure 2).

### **III. OPERATIONS AND MAINTENANCE APPLICATION AND PROCEDURES**

- A. TCID will notify Reclamation when an undertaking is being proposed under this PA using procedures pursuant with the O&M or OM&R contract (Appendix E).
- B. If Reclamation determines an undertaking has no potential to cause effects on historic properties, assuming such historic properties are present, Reclamation has no further obligations for consultation with the SHPO. Reclamation will document its determination in a memo to the administrative file.
- C. Exempt Undertakings (Appendix G1).

These undertakings involve activities with limited potential to cause effects or adverse effects on historic properties (i.e., would not alter any characteristics of historic properties that contribute, or would contribute, to the National Register eligibility, or potential eligibility, of such properties, if present), may be largely confined to demonstrated fill material and/or within disturbed soils, and are exempt from further SHPO review under this PA. All documentation generated under this stipulation will be held in Reclamation's Interior Region 10 California-Great Basin (formerly Mid-Pacific Region) cultural resources branch and may be available to the public, barring any sensitivity issues for archaeological site locations.

  1. In general, Exempt Undertakings consist of O&M and other routine activities associated with the management of Newlands Project facilities and project works. Activities comprising Exempt Undertakings under this PA are listed in Appendix G1. Appendix G2 includes a flowchart of the procedures outlined within this PA.
  2. Reclamation will document Exempt Undertakings with a memo to file. The memo will include:
    - a. a description of the proposed undertaking; and

- b. a map depicting the APE; and
  - c. justification for treating the undertaking as exempt from SHPO review.
3. Reclamation, in consultation with the Signatories, may add or remove activities from Appendix G1 as necessary. This modification will not require an amendment to the PA under Stipulation XII.C.
- a. Reclamation will send a written request to modify Appendix G1 to the Signatories.
  - b. The Signatories will review and comment on the proposed modification within thirty (30) calendar days of receipt of the request. The Signatories may, in writing, accept the proposed change, request additional information regarding the proposed change, provide an alternative to the proposed change, or reject the proposed change.
  - c. If the Signatories do not respond to the review request following the thirty (30) calendar day review period, Reclamation may finalize the updated Appendix G1 list.
  - d. If the Signatories do not agree to the proposed modifications submitted by Reclamation, the Signatories shall continue consultation on the proposed change for a period not to exceed sixty (60) calendar days beyond the initial thirty (30) calendar day review period.
  - e. If, at the end of the sixty (60) calendar day consultation period, the Signatories have not reached agreement on the proposed modifications, Stipulation XII.B shall be followed.
4. Any Signatory may request to add or remove an activity from Appendix G1 through a written request to all other Signatories. The request will include a description of and justification for the activity proposed for addition to or removal from the list of Exempt Undertaking (Appendix G1). Review of the proposed modification will follow the procedures outlined in Stipulation III.C.3, above.

**D. Screened Exempt Undertakings (Appendix G1).**

1. **Level I Review.** The required review process for Screened Exempt Undertakings will consist of Reclamation review of previously completed Newlands Project undertakings, findings of effect, and National Register consensus determinations for Newlands Project facilities and/or project works.
- a. If the following conditions are met, Reclamation will document the results of the review and implement the undertaking as a Screened Exempt Undertaking:

- i. The APE for a proposed undertaking has been subject to previous pedestrian survey reviewed by the SHPO, with negative results; or
    - ii. The proposed undertaking would be limited to a Newlands Project facility or project work (built environment feature) included in a previous SHPO consultation that is similar in scope and nature and resulted in a finding of no historic properties affected; or
    - iii. Reclamation has determined, with SHPO concurrence, that a Newlands Project built environment feature or prehistoric resource on or within the current undertaking APE, is not eligible for the National Register; and
    - iv. The undertaking has been determined to have a limited potential for direct visual, audible, and atmospheric effects.
  - b. If the conditions specified above in Stipulation III.D.1 are not met, Reclamation may conduct additional (Level 2) review for Screened Exempt Undertakings pursuant to Stipulation III.D.2 below.
2. **Level 2 Review.** Level 2 review may entail historic properties identification efforts including, but not limited to, records searches through the online Nevada Cultural Resources Information System (NVCRIS); review of historical documents and data; review of geoarchaeological data, consultation with Tribes and/or other consulting parties; and field investigations comprising archaeological pedestrian surveys and/or built-environment inventories. Reclamation review will determine if the Newlands Project feature has been determined as contributing or non-contributing to the eligibility of the Newlands Project.
  - a. If the built environment feature has not yet been evaluated for the National Register and is not listed in Appendix D, Reclamation will follow the procedure for Non-Exempt Undertakings at Stipulation III.E to determine the feature's National Register eligibility and update its documentation form that will, at a minimum, include information on the description of the Newlands Project feature, and the name and organization responsible for recording the resource.
  - b. If the built environment feature has previously been determined as non-contributing and the undertaking is limited to the activities listed in Appendix G1, no further coordination with the Parties shall be required.
  - c. An undertaking may be treated and implemented as a Screened Exempt Undertaking if, through Reclamation's review process, built environment historic properties are within the undertaking's APE, but the *Secretary of the Interior Standards for the Treatment of Historic Properties* (Standards) (Appendix C) are used to avoid adverse effects to historic properties. If undertakings meet the

terms as outlined below, no further coordination with the Parties shall be required and Reclamation will process the undertaking as a Screened Exempt Undertaking:

- i. If eligible contributing components to the Newlands Project are identified within the APE; and
  - ii. if effects to the contributing component of the Newlands Project will not change the historic characteristics of the feature; and
  - iii. the undertaking is limited to the activities listed in Appendix G1; and
  - iv. Reclamation will utilize the *Standards*; then
  - v. The undertaking can be processed as a Screened Exempt Undertaking.
- d. If adverse effects to a contributing component of the Newlands Project or any historic property cannot be avoided or minimized using the *Standards*, further review will be necessary by Reclamation and the Signatories and will result in a Non-Exempt Undertaking under Stipulation III.E.
3. Avoidance Measures. An undertaking may be treated and implemented as a Screened Exempt Undertaking if, through Reclamation's review process, historic properties are identified within the APE, but avoidance measures are put in place to ensure any historic properties are not adversely affected by the undertaking. Avoidance measures may include the following, or combination of the following, actions:
- a. Modification of the undertaking so the historic property or properties are no longer within the APE.
    - i. Any avoided cultural resources will be recorded using the appropriate documentation format [e.g., Nevada Architectural Resource Assessment (ARA) Form; Nevada Intermountain Antiquities Computer System (IMACS)].
  - b. Installation of temporary protective fencing or other barricade outside the identified boundaries of the historic property such that there are no direct effects on the historic property.
    - i. To protect the confidentiality and/or sensitivity of the historic property to be avoided, the protective fencing or barricade would be characterized in environmental documents and/or other project-related records as an "environmental protection measure."
    - ii. Any permanent fencing, permanent barricade, or other permanent avoidance measure proposed to protect historic properties will require coordination and consultation with the SHPO, the appropriate Tribe(s), and/or other appropriate

consulting parties through the Non-Exempt Undertaking consultation process in Stipulation III.E below.

- c. **Construction Monitoring.** Reclamation may employ construction monitoring by a qualified archaeologist to ensure that avoidance measures are effective in preventing effects to historic properties.
  - d. If none of the above avoidance measures are feasible, the undertaking cannot be Screened Exempt and additional avoidance measures may be considered under the Non-Exempt Undertaking review process in Stipulation III.E below.
4. Upon completion of the Level 2 review, Reclamation may implement the undertaking as a Screened Exempt Undertaking if no historic properties are identified in the APE or if historic properties are identified in the APE, but adverse effects will be avoided through the use of the *Standards* under Stipulation III.D.2 or the use of Avoidance Measures in Stipulation III.D.3. Reclamation will document Screened Exempt Undertakings with a memo to file. The memo will include:
- a. a description of the proposed undertaking; and
  - b. a map depicting the APE; and
  - c. the methods, research, and fieldwork completed to reach the finding; and
  - d. justification for treating the undertaking as Screened Exempt; and
  - e. any associated GIS data generated from the undertaking
- E. **Non-Exempt Undertakings.** Reclamation will review undertakings that do not meet the conditions established for Exempt Undertakings as Non-Exempt Undertakings.
1. Non-Exempt Undertakings are:
- a. Undertakings where cultural resources are being evaluated for National Register eligibility.
  - b. Undertakings that involve activities that have the potential to cause effects on historic properties and are not included in or covered under Exempt Undertakings.
  - c. Undertakings that involve historic properties identified in the APE that cannot be avoided through the implementation of avoidance measures or the use of the *Standards* pursuant to Stipulations III.D.2.c and III.D.3.
  - d. Undertakings that Reclamation consulted with Tribes, or other consulting parties, as part of the review process outlined in Stipulation VII, and concerns requiring

further consideration and resolution were identified by the consulting party or parties.

## 2. Area of Potential Effects

- a. The APE, as established in Appendix A, encompasses the entirety of the Newlands Project. If a Non-Exempt Undertaking is proposed, Reclamation will define the APE specific to the undertaking. Once established, Reclamation will submit the APE to the Parties for review prior to completing cultural resources inventories for that undertaking.
- b. The Parties will have thirty (30) calendar days from receipt to review and provide comments on the proposed APE.
- c. Reclamation will take into account any comments on the APE and finalize the APE based on comments received.
- d. Failure of any Party to comment within thirty (30) calendar days shall not preclude Reclamation from finalizing the APE for that undertaking.
- e. The final undertaking APE will be distributed to the Parties.
- f. If any changes to the undertaking necessitate modifications of a previously reviewed APE, Reclamation will submit a modified APE to the Parties for review and comment as outlined in Stipulation III.E.2.a-e above.

## 3. Identification of Historic Properties: Reclamation is responsible for identifying historic properties present within the APE prior to any ground disturbing activities.

- a. Cultural Resources Inventory
  - i. Reclamation will, as appropriate, employ the *Newlands Project Multiple Property Listing* (MPL; Pfaff 2002) in Appendix H, to guide identification and National Register evaluation of Newlands Project features.
  - ii. Reclamation shall conduct a records and literature search for the undertaking, if not previously completed. These searches will be conducted through NVCRIS, archival repositories, and suitable research facilities, including Reclamation's cultural resources library and the Regional Library. Inventory efforts may also involve additional outreach, coordination, and/or consultation with Tribes, Native American Organizations and Individuals, and other potentially interested parties, such as local historical societies, and other stakeholders that may have information to provide regarding cultural resources in the APE.

- iii. Reclamation may conduct a pedestrian survey to identify and record all cultural resources within the APE. Field investigations will be performed at the discretion of Reclamation cultural resources staff. The inventory will be consistent with the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 CFR 44716-44742).
  - iv. Reclamation will consider the potential of affecting buried historic properties through geoarchaeological assessment of the undertaking as appropriate.
  - v. Reclamation shall ensure that all archaeological and architectural resources identified during surface and/or subsurface surveys are recorded on the appropriate ARA or IMACS forms. The results of such field investigations may be documented in stand-alone documents or in combined archaeological, architectural, and/or ethnographic technical reports. If cultural resources can be evaluated for their National Register eligibility based on survey level identification efforts alone, the resulting inventory report(s) may also include the National Register evaluation(s) of those resources.
4. Evaluation of Cultural Resources: Reclamation will evaluate all cultural resources within the APE for their National Register eligibility. Recorded architectural resources, ethnographic resources, and/or traditional cultural properties (TCPs) within the APE will likewise be evaluated.
- a. Reclamation will make determinations of National Register eligibility in accordance with the National Register criteria set forth in 36 CFR § 60.4 consistent with the *Secretary of the Interior's Standards and Guidelines for Evaluation* ([http://www.cr.nps.gov/local-law/arch\\_stnds\\_3.htm](http://www.cr.nps.gov/local-law/arch_stnds_3.htm)) and the MPL.
  - b. Reclamation will produce a cultural resources evaluation report which includes identification methodology, additional historic context, if appropriate, and National Register evaluations.
  - c. Reclamation will submit the cultural resources evaluation report to the Parties for review and comment in accordance with Stipulation III.E.6 below.
  - c. Should any Party disagree with Reclamation's National Register eligibility determinations, Reclamation shall notify and consult with the SHPO to resolve the dispute. If the dispute cannot be resolved, Reclamation shall seek a formal determination of National Register eligibility from the Keeper of the National Register. The Keeper's determination will be considered final.

#### 5. Assessment of Effects

- a. Reclamation will assess the effects of each undertaking on all historic properties identified within the APE by applying the criteria of adverse effect found in 36 CFR § 800.5.1. Reclamation will submit this assessment to the Parties in a draft

Finding of Effect (FOE) report, which may be incorporated into inventory and/or evaluation reports.

- b. If an adverse effect is found for any undertaking implemented under the terms of this PA, Reclamation will resolve the adverse effects in accord with Stipulation V below.

#### 6. Review Timeframes and Procedures

- a. Reclamation may submit their APE, National Register determinations, and findings of effect to the Parties for review and comment separately or concurrently (within one report), depending on the timing of the undertaking.
- b. The Parties will have thirty (30) calendar days from receipt to review and comment on the submittal. If the Parties concur with the findings in the document, or they do not respond within thirty (30) calendar days of receipt, Reclamation may finalize the document and proceed to the next step in the process.
- c. Reclamation will address any Party's comments and submit a draft final revised document to the Parties within thirty (30) calendar days for their review.
- d. The Parties will review and comment on the revised submittal within thirty (30) calendar days from receipt. If the Parties concur that the draft final document is adequate or do not respond within thirty (30) calendar days of receipt, Reclamation may finalize the document.
- e. Reclamation will make the final product available to all Parties, as appropriate, and will include its title and findings in the Annual Report.

#### IV. TRUCKEE CANAL XM PROJECT

- A. The XM Project is located in Churchill, Lyon, and Storey Counties, Nevada. The project proposes to design and construct structural improvements for the 31 miles of the Truckee Canal and to develop alternatives for Reclamation and TCID to more efficiently manage routine maintenance. Alternatives under analysis and design are located in Appendix B.
  1. Appendix B will be revised and updated as alternatives progress through design. Reclamation may update Appendix B without amending this PA. Reclamation will submit all updates to the Parties within thirty (30) days of their development.
- B. Reclamation ensured that the following activities have been completed for the XM Project consistent with the terms of this PA:
  1. Establishment and review of the APE consistent with Stipulation III.E.2.a-g.

2. Historic property identification efforts consistent with Stipulation III.E.3.a.
  - a. Reclamation identified a total of thirty-six (36) cultural resources in the APE, eighteen (18) archaeological resources and eighteen (18) built environment resources.
3. National Register evaluation consistent with Stipulation III.E.4.
4. Application of the criteria of adverse effect to the historic properties within the APE consistent with Stipulation III.E.5a in consultation with the SHPO (Appendix B).
  - a. Reclamation determined that the undertaking may have an adverse effect to the following historic properties:
    - i. Structures on the Truckee Canal; and
    - ii. The Paleoarchaic component of 26CH3275.
  - b. Reclamation determined that the undertaking may not have an effect to the following historic properties:
    - i. Derby Diversion Dam; and
    - ii. Lahontan Dam.
  - c. Reclamation may identify additional adverse effects to the historic properties found in Stipulation IV.B.4.a or additional historic properties adversely affected by the undertaking as the design and plans for this undertaking move forward.

- C. Reclamation intends to resolve adverse effects to the XM Project in accord with Stipulation V below.

## **V. RESOLUTION OF ADVERSE EFFECTS**

- A. It is the intent of this PA that the Parties shall work to avoid or minimize adverse effects to historic properties for undertakings conducted under this PA to the extent practicable. However, if Reclamation, in consultation with the Parties, determines that an adverse effect cannot be avoided or minimized, Reclamation will develop a Historic Property Treatment Plan (HPTP) to resolve adverse effects.
  1. Reclamation will draft the HPTP within six (6) months of Party review of an adverse effect finding for an undertaking and will submit the draft HPTP to the Parties.
  2. The Parties shall have sixty (60) calendar days from their receipt to review and comment on the draft HPTP. If a Party does not respond within this time frame, Reclamation may finalize the HPTP.

3. Reclamation will address any of the Parties comments within thirty (30) calendar days of receipt.
  4. Reclamation will submit the draft final HPTP to the Parties for their review. The Parties shall have thirty (30) calendar days from their receipt to review the final HPTP. If a Party does not respond within this time frame, Reclamation may finalize the HPTP.
- B. Reclamation shall implement the HPTP and follow the timeframes and procedures within the HPTP.
1. Reclamation shall submit all draft mitigation reports to the Parties for review and comment within twelve (12) months from finalization of HPTP. If any Party does not respond to Reclamation within thirty (30) calendar days from their receipt of the submission, Reclamation will finalize the mitigation report.
  2. Reclamation will address any Party comments within thirty (30) calendar days of receipt.
  3. Reclamation will submit the final mitigation report to the Parties for their review. The Parties shall have thirty (30) calendar days from their receipt to review the final HPTP. If a Party does not respond within this time frame, Reclamation may finalize the mitigation report.
  4. Reclamation shall ensure that all final mitigation reports resulting from actions pursuant to this PA will be provided to the Parties.

## **VI. ANNUAL REPORTING**

- A. Reclamation shall ensure that an Annual Report is prepared and distributed to the Parties no later than ninety (90) calendar days after the end of the federal fiscal year reported. The reporting period shall be the fiscal year from October 1 to September 30. The annual report shall include, but not be limited to:
1. Updates for any list found in Appendix D.
  2. A table summarizing all Exempt Undertakings within a given Federal fiscal year.
  4. Efforts and activities completed for public education and outreach.
  5. Summaries of any meetings with Tribes to discuss upcoming undertakings, concerns, and consultation efforts per Stipulation VII.
  6. A list of individual Exempt activities completed in accordance with Stipulation III.

7. A summary of any cultural resource survey and inventory efforts completed during the year.
  8. Any issues that are affecting or may affect the ability of Reclamation to meet the terms of this PA.
  9. GIS data generated as a result of the actions covered under this PA. Reclamation will provide this data to the SHPO. All other Parties may request this data upon receipt of the Annual Report.
  10. All completed training efforts related to cultural resources awareness, the NHPA Section 106 process, and use of this PA.
  11. Other pertinent matters.
- B. Copies of all documentation prepared pursuant to this PA will be kept on file by Reclamation, and made available to the public, consistent with applicable confidentiality requirements referenced under Stipulation XII.D.

## **VII. CONSULTATION AND COORDINATION**

### **A. Tribal Consultation**

1. Reclamation shall consult with Tribes on all undertakings that are located on Tribal land under 36 CFR Part 800.
  2. Reclamation consultation with Tribes is not required for Exempt Undertakings when such undertakings are not located on Tribal land and meet the definitions of an Exempt Undertaking as described in Stipulation III.C and Appendix G1.
  3. For Exempt Undertakings, Reclamation will consult with a Tribe as it deems necessary or appropriate.
  4. At the request of a Tribe, Reclamation will meet to discuss upcoming undertakings, concerns, and consultation efforts related to this PA.
- B. The Public and other consulting parties. Reclamation may invite individuals, organizations, and local agencies with a demonstrated interest in an undertaking initiated pursuant to this PA to consult on the identification, evaluation, and proposed treatment of historic properties for any undertaking completed under this PA.
- C. Reclamation may extend invitations to consult through letters of notification, public meetings, and site visits facilitated by Reclamation. Reclamation will afford any party invited to consult on an undertaking under Stipulation VII.B above thirty (30) calendar days from the date of receipt of the invitation to respond. A thirty (30) calendar day extension of the consultation period may be granted when Reclamation is notified within the original

thirty (30) calendar day review period. Failure of the consulting party to comment or otherwise respond within this time period shall not preclude Reclamation from moving forward with an undertaking.

- D. Reclamation will ensure that any information regarding undertakings released to the public will comply with Stipulation XII.D.

### **VIII. INADVERTENT DISCOVERY OF HUMAN REMAINS**

- A. In the event that Native American human remains, funerary objects, sacred objects, and/or objects of cultural patrimony are inadvertently discovered under or on the surface of Reclamation lands, Reclamation will follow the procedures outlined in the Native American Graves Protection and Repatriation Act (NAGPRA), 25 USC § 3001 *et seq.*, as specified in the implementing regulations at 43 CFR § 10.2(d)(1-2). Reclamation will ensure that all such NAGPRA cultural items encountered during any undertaking on Reclamation lands are treated in accordance with the requirements at Section 3(c-d) of NAGPRA and the implementing regulations at 43 CFR 10.
  - 1. When NAGPRA cultural items are found during any activity associated with the Newlands Project, Reclamation will follow the protocols outlined in Appendix I. These protocols delineate who is to be notified, when they should be notified, and what actions need to be taken to secure the discovery location.
  - 2. Upon notification, Reclamation shall follow the requirements of 43 CFR § 10.3 for consultation, notification, development of excavation, treatment, and disposition plans as needed, and the requirements of 43 CFR § 10.6 for NAGPRA item disposition.
  - 3. The SHPO has determined that this PA meets the terms found in NRS 383.121 for an “existing agreement with a federal agency that was executed pursuant to federal law and that relates to the discovery of prehistoric native Indian human remains or a funerary object”. Standard notification requirements found in NRS 383.150 to NRS 383.190 apply.
- B. Reclamation will complete the following process if Appendix I requires updating or modification for any reason:
  - 1. Notify the Parties in writing and include a justification for the change and a proposed revision to Appendix I.
  - 2. The Parties shall have sixty (60) calendar days from their receipt to review and comment on the revised Appendix I. If the Parties do not respond within this time frame, Reclamation may finalize the revised Appendix I.
  - 3. Reclamation will address any Party comments within thirty (30) calendar days of receipt.

4. Reclamation will submit the final Appendix I to the Parties for their review. The Parties shall have thirty (30) calendar days from their receipt to review the final protocols. If a Party does not respond within this time frame, Reclamation may finalize the protocol.
5. Reclamation will distribute the revised protocols (Appendix I) to all Parties within thirty (30) calendar days of being finalized.

#### **IX. POST-REVIEW DISCOVERIES AND UNANTICIPATED EFFECTS TO HISTORIC PROPERTIES**

- A. Reclamation will develop a General Discovery Plan (GDP) (Appendix J) to outline procedures if, during implementation of any undertaking pursuant to this PA, cultural resources are discovered that may be historically significant or if unanticipated effects to historic properties are found.
  1. Reclamation will draft the GDP within six (6) months of the execution date of the PA and will submit the draft GDP to all Parties.
  2. The Parties shall have sixty (60) calendar days from their receipt to review and comment on the draft GDP. If a Party does not respond within this time frame, Reclamation may move on to the next step.
  3. Reclamation will address any comments within thirty (30) calendar days.
  4. Reclamation will submit the final GDP to the Parties for their review. The Parties shall have thirty (30) calendar days from their receipt to review the final GDP. If a Party does not respond within this time frame, Reclamation may finalize the GDP.
  5. Reclamation will distribute the revised GDP to all Parties within thirty (30) calendar days of being finalized.
- B. Any Signatory or Invited Signatory may request to modify the GDP through a written request to all other Signatories. The request will include a description of and justification for the proposed modification. Review of the proposed modification will follow the procedures outlined in Stipulation IX.A, above.

#### **X. CURATION**

- A. Reclamation will ensure that any non-NAGPRA related cultural materials and associated records falling under Reclamation's Scope of Collections Statement (Appendix K) that result from the identification, evaluation, and treatment of historic properties on Reclamation land conducted under this PA shall be properly maintained in accordance with 36 CFR Part 79 in a facility in Nevada. Reclamation will ensure that documentation of the curation of these materials is prepared and provided to the Parties participating in the resolution of effects for that historic property within thirty (30) calendar days of curation of the archaeological materials.

- B. If a private landowner does not consent to the curation of archaeological materials recovered from their land, Reclamation will return the materials to the landowner(s), document the return, and submit copies of this documentation to the Signatories within thirty (30) calendar days of such return.

## **XI. EMERGENCY SITUATIONS**

- A. Emergency situations as defined in 36 CFR § 800.12(a) may arise that require an immediate response by Reclamation or those with transferred works and/or other O&M responsibilities, in order to protect public health and safety as well as public and private property.
- B. In the event that an emergency situation, as declared by the President, a tribal government, the governor of a state, or another immediate threat to life or property affects project works or Newlands Project facilities that have been determined not eligible for National Register inclusion through a consensus determination, or if Reclamation has an emergency undertaking in response to a disaster or emergency that is limited to such project works or facilities, consultation with the Parties will not be required.
- C. In all other emergency situations, as defined in 36 CFR § 800.12, Reclamation will follow the procedures for emergency situations outlined at 36 CFR § 800.12.

## **XII. ADMINISTRATIVE STIPULATIONS**

### **A. Training**

- 1. All Reclamation personnel who review Newlands Project undertakings that may be covered under this PA will receive training on its application.
- 2. Reclamation cultural resources staff will lead this training internally and for any Parties that request to participate.
- 3. SHPO staff may elect to participate in the development of the training by collaborating with Reclamation's cultural resources staff and may also elect to attend and partially co-lead the training, if they are able to do so.
- 4. Annually, or as needed upon request, training related to cultural resources awareness, the NHPA Section 106 process, and use of this PA will be made available to appropriate Reclamation and TCID personnel, and may include management, operations and maintenance staff, contractors, entities with responsibilities under this PA.

### **B. Dispute Resolution**

- 1. Should any Party object at any time to any actions proposed or in the manner in which the terms of this PA are implemented, Reclamation shall consult with such party to resolve the objection. Reclamation will immediately notify the other Parties of the

objection, request their comments on the dispute within thirty (30) calendar days. Following receipt of notification, Reclamation will proceed to consult with the objecting party for no more than thirty (30) calendar days to resolve the dispute. Reclamation will honor the request of the other Parties to participate in the consultation and will take any comments provided by those Parties into account.

2. If the objection is resolved through consultation, Reclamation may proceed in accordance with the terms of such resolution.
3. If after initiating such consultation, Reclamation determines that the dispute cannot be resolved through consultation, Reclamation will:
  - a. Forward all documentation relevant to the objection, including Reclamation's proposed response to the objection, to all Parties. The ACHP shall provide Reclamation with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the objection, Reclamation shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the Parties and provide them with a copy of this written response. Reclamation will then proceed according to its final decision.
  - b. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar day time period, Reclamation may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Reclamation shall prepare a written response that takes into account any timely comments regarding the dispute from the Parties and provide them and the ACHP with a copy of such written response.
4. At any time during implementation of the terms of this PA, should any member of the public raise an objection in writing pertaining to such implementation to any Signatory, that Signatory shall immediately notify Reclamation. Reclamation will notify the other Parties in writing within fifteen (15) calendar days of receipt of such notification and will include the proposed response to the objection. The Parties will submit any comments on the objection within fifteen (15) calendar days of receiving Reclamation's notification. Reclamation will consider the objection and any comments received from parties of this PA. Within fifteen (15) calendar days following closure of the comment period, Reclamation will render a decision regarding the objection and respond to the objecting party. Reclamation will promptly notify the Parties of its decision in writing, including a copy of the response to the objecting party. Reclamation's decision regarding resolution of the objection will be final. Following issuance of its final decision, Reclamation may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.
4. Reclamation's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

C. Amendment

Any Signatory may request, in writing, to the other Signatories that the PA be amended, whereupon the Signatories will consult for a period of no more than thirty (30) calendar days to consider such amendment. The effective date of the amendment is the date of written concurrence with the proposed amendment by all Signatories. If the Signatories cannot agree to the appropriate terms to amend the PA, the PA may be terminated, as outlined below in Stipulation XII.E, or remain in place unchanged.

D. Confidentiality

All Parties will ensure that shared data, including data concerning the precise location and nature of archaeological resources and properties of religious and cultural significance, are protected from public disclosure to the greatest extent permitted by law, including conformance to Section 304 of the NHPA, as amended (54 U.S.C. § 307103), and implementing regulations under 36 CFR § 800.6(a)(5) and 36 CFR § 800.11(c); Section 9 of the Archaeological Resources Protection Act (10 U.S.C. §§ 470aa – 470mm); FOIA; Executive Order on Sacred Sites 13007 FR 61-104 (dated May 24, 1996); and all other applicable laws and regulations in Nevada.

E. Termination

Any Signatory may terminate this PA by providing thirty (30) calendar days written notice to the other Signatories. Upon such notice, the Signatories shall consult during the thirty (30) calendar day period prior to termination to seek agreement on amendments or other actions that would avoid termination. Should such consultation result in an agreement on an alternative to termination, the Signatories shall proceed in accordance with that alternative and amend this PA as necessary in accordance with Stipulation XII.C.

In the event of termination, Reclamation may consult in accordance with 36 CFR § 800.14(b) to develop a new PA. Beginning with the date of termination, Reclamation will ensure that until and unless a new PA is executed for the actions covered under this PA, undertakings that would have been subject to review under the PA will be reviewed pursuant to 36 CFR §§ 800.4 – 800.6.

F. Effective Date

This PA shall take effect on the date it has been fully executed by Reclamation and the SHPO. Amendments shall take effect on the dates they are fully executed by Reclamation and the SHPO.

G. Agreement Duration

The PA will be in effect for ten (10) years following execution by Reclamation and the SHPO. If the Signatories agree to extend the PA term for ten (10) additional years after the initial term, the PA will be amended pursuant to Stipulation XII.C. The Signatories shall consult on

extending the term of the PA on a date not less than six (6) months prior to the tenth anniversary of execution. If the Signatories determine that the PA will not be extended through amendment, the PA shall expire as outlined above or be terminated pursuant to Stipulation XII.E, whichever comes first.

**EXECUTION** and implementation of this PA evidences that Reclamation has afforded the ACHP a reasonable opportunity to comment on the effects of Reclamation's Newlands Project undertakings on historic properties subject to this PA.

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**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE OPERATION AND MAINTENANCE MANAGEMENT OF THE  
NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**SIGNATORIES**

U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION

By: 

Date: SEP 15 2020

Ernest A. Conant, Regional Director, Reclamation  
Interior Region 10 California-Great Basin

**PROGRAMMATIC AGREEMENT  
AMONG  
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NEVADA STATE HISTORIC PRESERVATION OFFICER,  
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NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**SIGNATORIES**

NEVADA STATE HISTORIC PRESERVATION OFFICER

By: Rebecca L. Palmer  
Rebecca L. Palmer, Nevada State Historic Preservation Officer

Date: Sept. 25, 2020

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
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NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**INVITED SIGNATORIES**

**TRUCKEE CARSON IRRIGATION DISTRICT**

By: \_\_\_\_\_  
Rusty Jardine, District Manager

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
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TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**INVITED SIGNATORIES**

**UNITED STATES NAVY, NAVAL AIR STATION FALLON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
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**INVITED SIGNATORIES**

**UNITED STATES BUREAU OF LAND MANANGEMENT**

By: \_\_\_\_\_  
Collen Dulin, Associate District Manager, Carson City Office

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
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TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**INVITED SIGNATORIES**

**NEVADA DEPARTMENT OF WILDLIFE**

By: \_\_\_\_\_  
Jackson Shedd, State Land Agent II

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE OPERATION AND MAINTENANCE MANAGEMENT OF THE  
NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**INVITED SIGNATORIES**

**NEVADA DIVISION OF STATE PARKS**

By: \_\_\_\_\_  
Dale M. Conner, Northern Regional Manager

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE OPERATION AND MAINTENANCE MANAGEMENT OF THE  
NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**CONCURRING PARTIES**

**UNITED STATES BUREAU OF INDIAN AFFAIRS**

By: \_\_\_\_\_  
Bryan Bowker, Regional Director

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
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NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**CONCURRING PARTIES**

**FALLON PAIUTE SHOSHONE TRIBE**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
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TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**CONCURRING PARTIES**

**LOVELOCK PAIUTE TRIBE (KOOP TICUTTA)**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
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NEWLANDS PROJECT AND THE  
TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**CONCURRING PARTIES**

**PYRAMID LAKE PAIUTE TRIBE**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
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TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**CONCURRING PARTIES**

**RENO-SPARKS INDIAN COLONY**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

**PROGRAMMATIC AGREEMENT  
AMONG  
THE BUREAU OF RECLAMATION,  
NEVADA STATE HISTORIC PRESERVATION OFFICER,  
REGARDING THE OPERATION AND MAINTENANCE MANAGEMENT OF THE  
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TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT**

**CONCURRING PARTIES**

**WASHOE TRIBE OF CALIFORNIA AND NEVADA**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

## **Appendices**

**Appendix A: Figures**

**Appendix B: XM Project Information**

**Appendix C: Definitions, Section 106 Regulations, Secretary of the Interior Standards for the Treatment of Historic Properties, Rehabilitation**

**Appendix D: Newlands Project Properties National Register of Historic Places Eligibility Status**

**Appendix D1: Newlands Project Eligible and Contributing Components**

**Appendix D2: Newlands Project Non-Contributing Components**

**Appendix E: TCID Management Agreement**

**Appendix F: State Parks and NDOW Management Agreements**

**Appendix G: Undertakings**

**Appendix G1: Exempt Undertakings and Screened Exempt Undertakings**

**Appendix G2: Newlands Project Programmatic Agreement Procedural Flowchart**

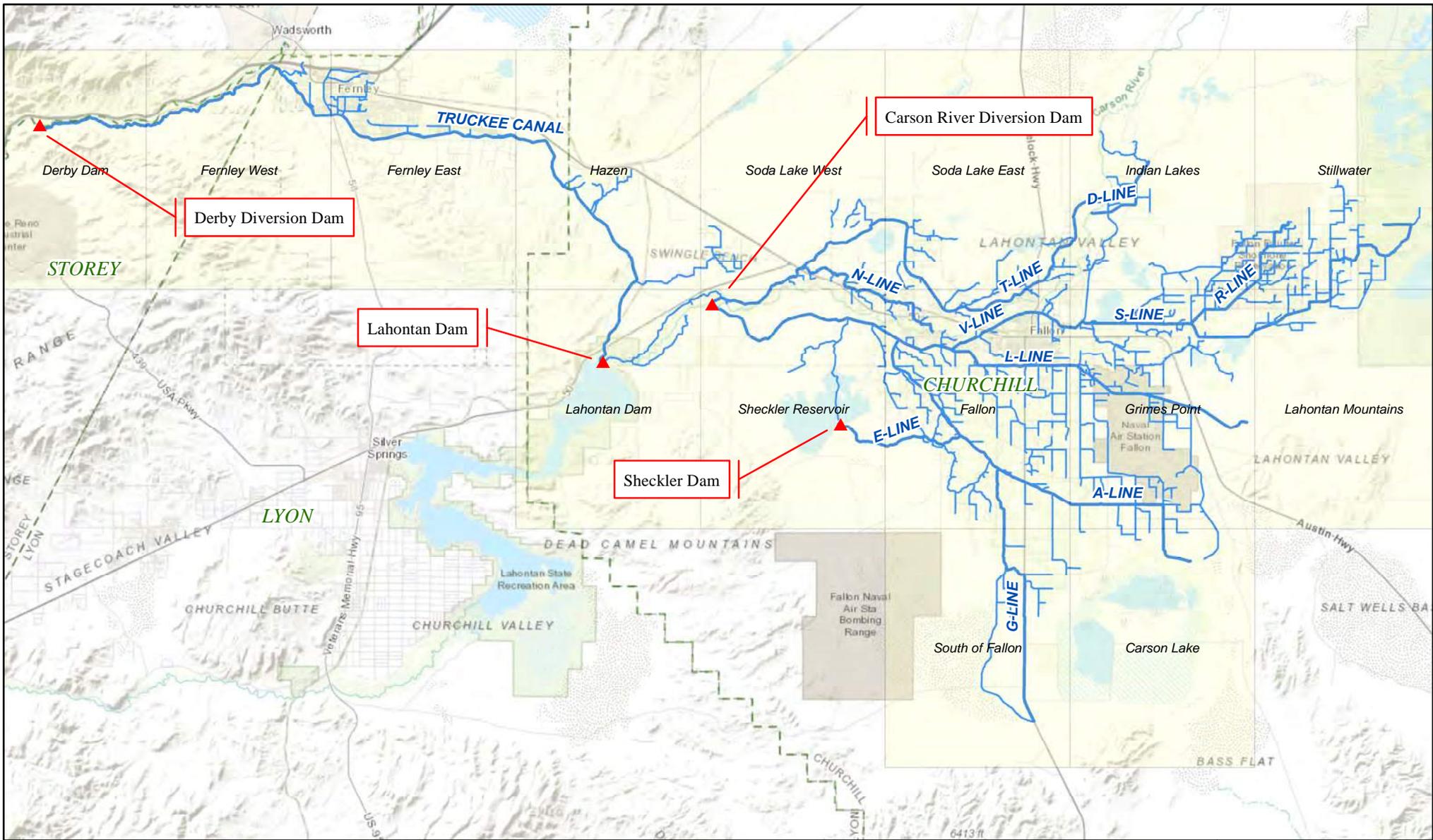
**Appendix H: Newlands Project Multiple Property Listing (MPL)**

**Appendix I: Inadvertent Discovery Protocol**

**Appendix J: General Discovery Plan**

**Appendix K: Reclamation Scope of Collections**

## APPENDIX A: FIGURES



**Figure 1. Newlands Project Overview**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020**

**Legend**

- Canal
- Lateral
- USGS 7.5' Quadrangle
- County
- ▲ Reclamation Dam

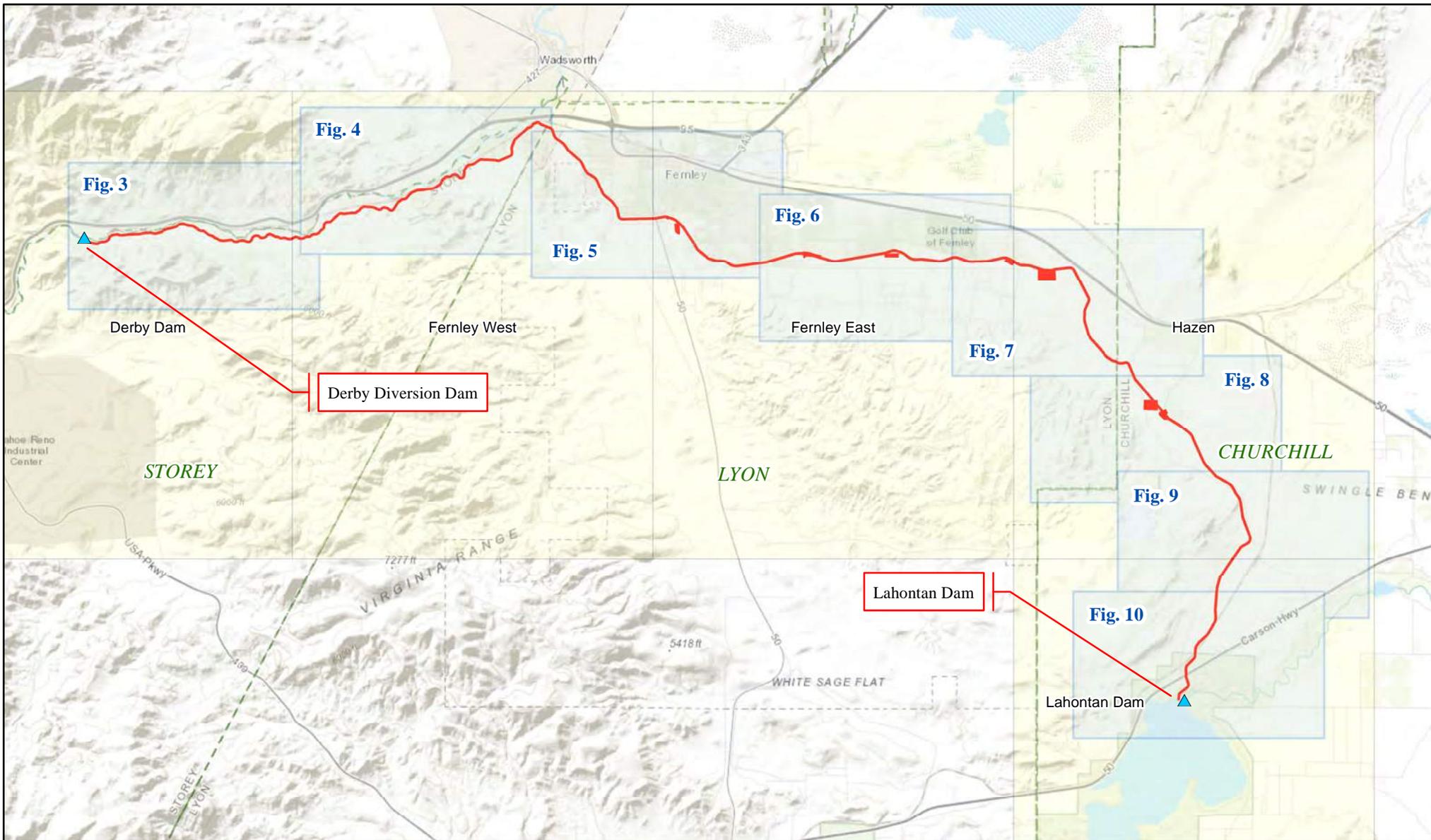
0 3.75 7.5 15 22.5 30 Miles

7.5' Quad(s): Carson Lake, Derby Dam, Fallon, Fernley East, Fernley West, Grimes Point, Hazen, Indian Lakes, Lahontan Dam, Lahontan Mountains, Sheckler Reservoir, South of Fallon & Stillwater, NV

Scale: 1:400,000

1 inch = 33,333 feet





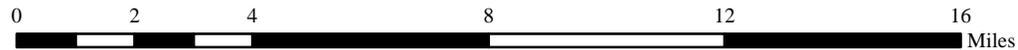
**Figure 2. Area of Potential Effects Figure Index**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020**

**Legend**

- Area of Potential Effects
- Map Figure
- USGS 7' Quadrangle
- County
- USBR Dam

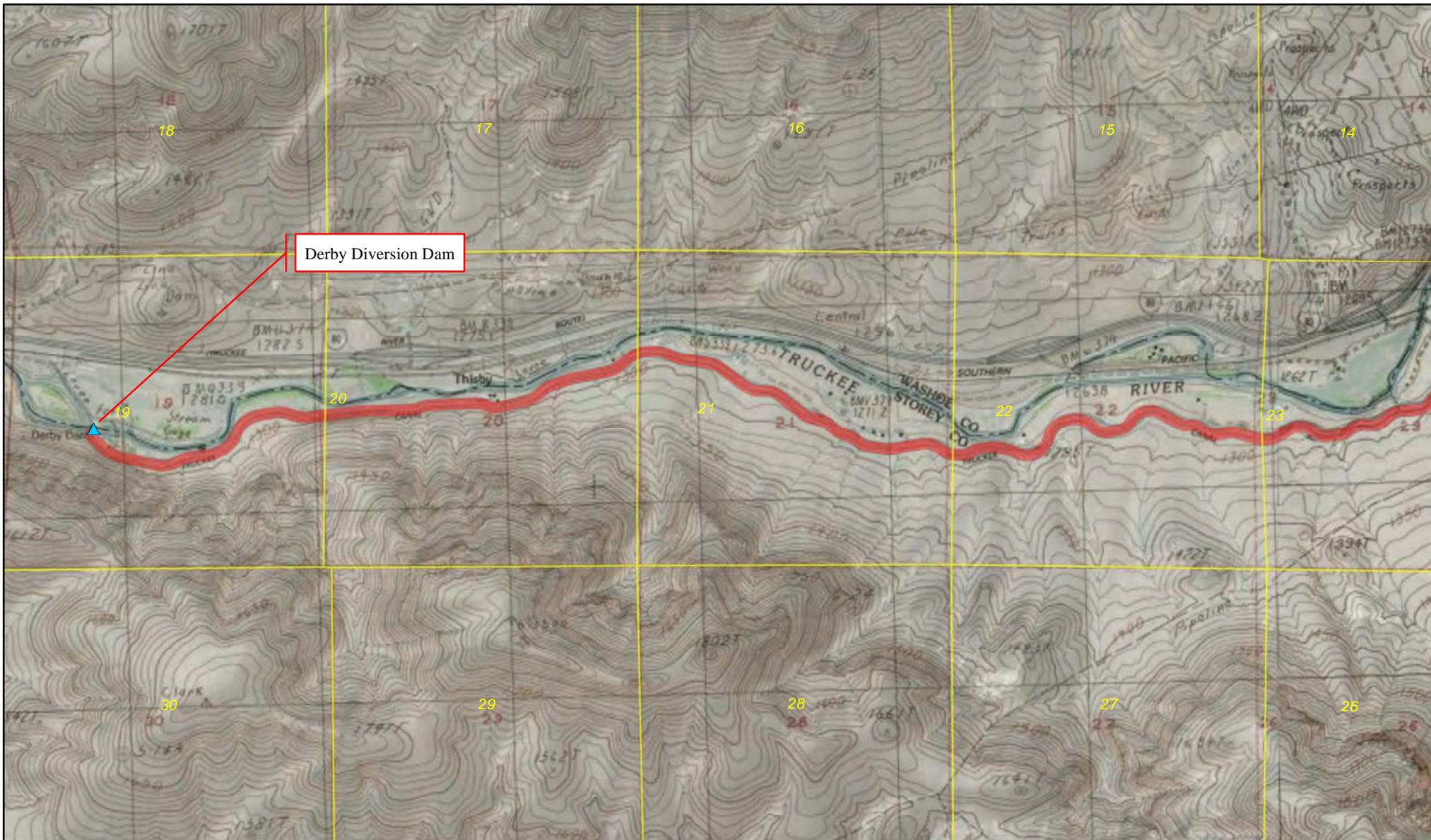
7.5' Quad(s): Derby Dam, Fallon, Fernley East, Fernley West, Hazen, & Lahontan Dam, NV

Scale: 1:205,000



1 inch = 17,083 feet





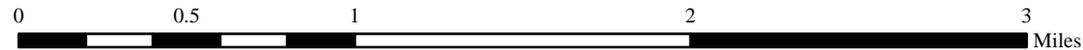
**Figure 3. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Map Section
- USBR Dam

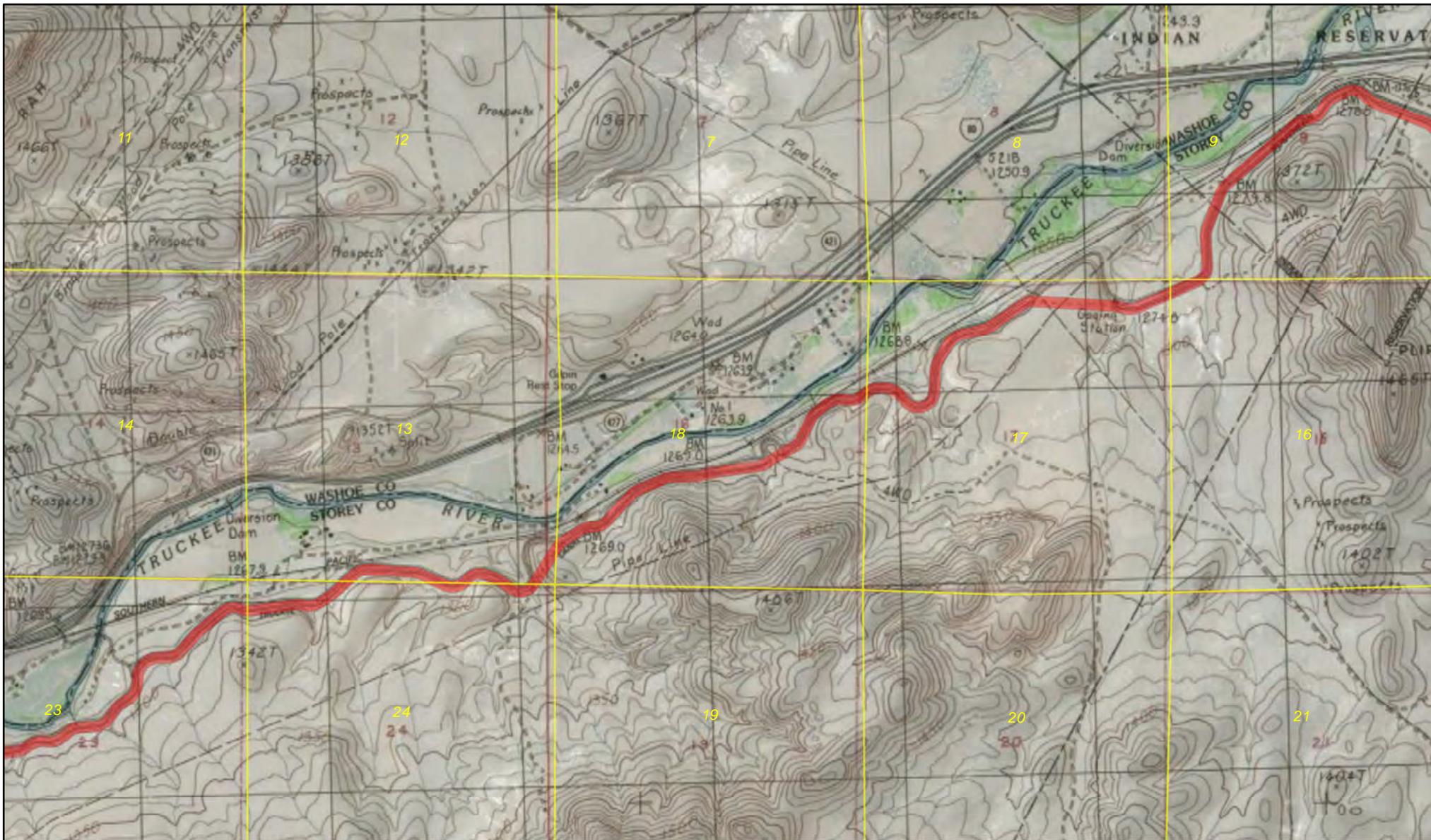
7.5' Quad(s): Derby Dam & Fernley West, NV

Legal: Sections 19-23, T. 20 N., R. 23 E.;  
 Mount Diablo Base Meridian



1:36,000





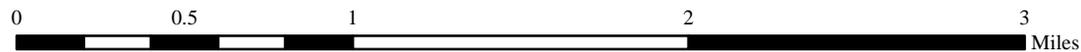
**Figure 4. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Map Section

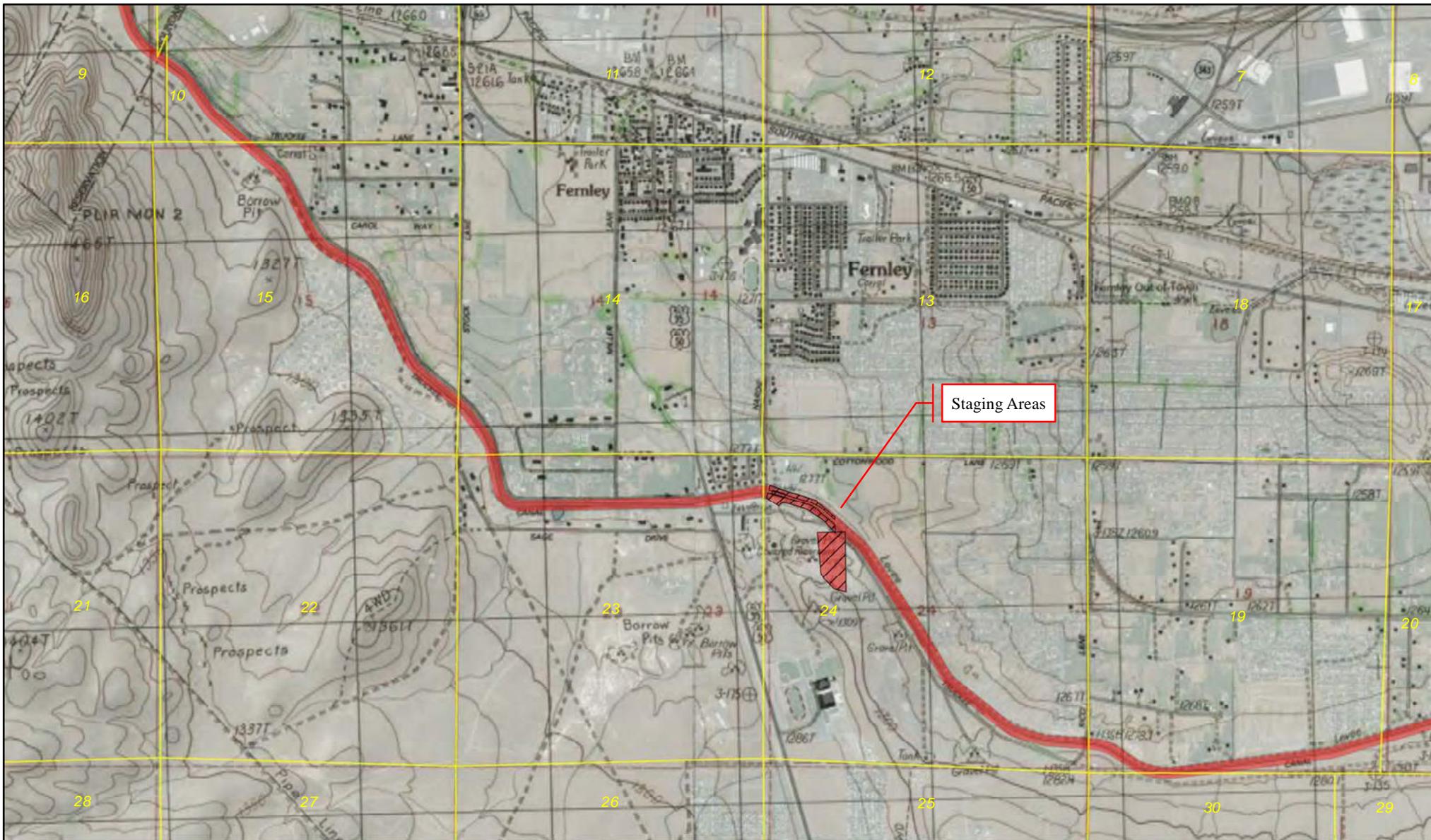
7.5' Quad(s): Fernley West, NV

Legal: Sections 13, 23 & 24, T. 20 N., R. 23 E.;  
 Sections 9 & 16-18, T. 20 N., R. 24 E.;  
 Mount Diablo Base Meridian



1:36,000





**Figure 5. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Staging Area
- Map Section

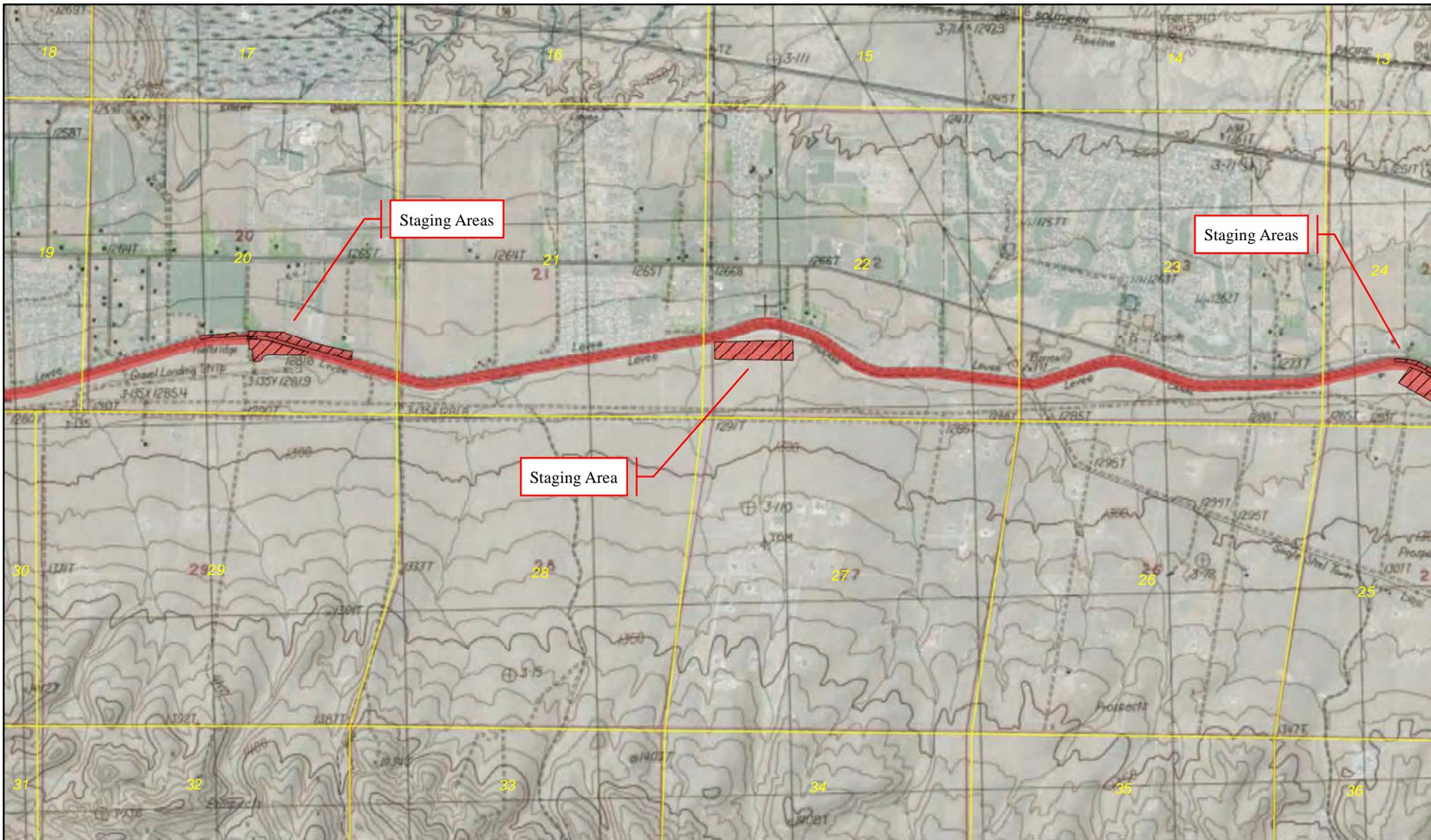
7.5' Quad(s): Fernley West & Fernley East, NV

Legal: Sections 9, 10, 14, 15, 23 & 24, T. 20 N., R. 24 E.;  
 Sections 19, 20, & 30, T. 20 N., R. 25 E.;  
 Mount Diablo Base Meridian



1:36,000





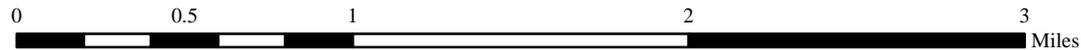
**Figure 6. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Staging Area
- Map Section

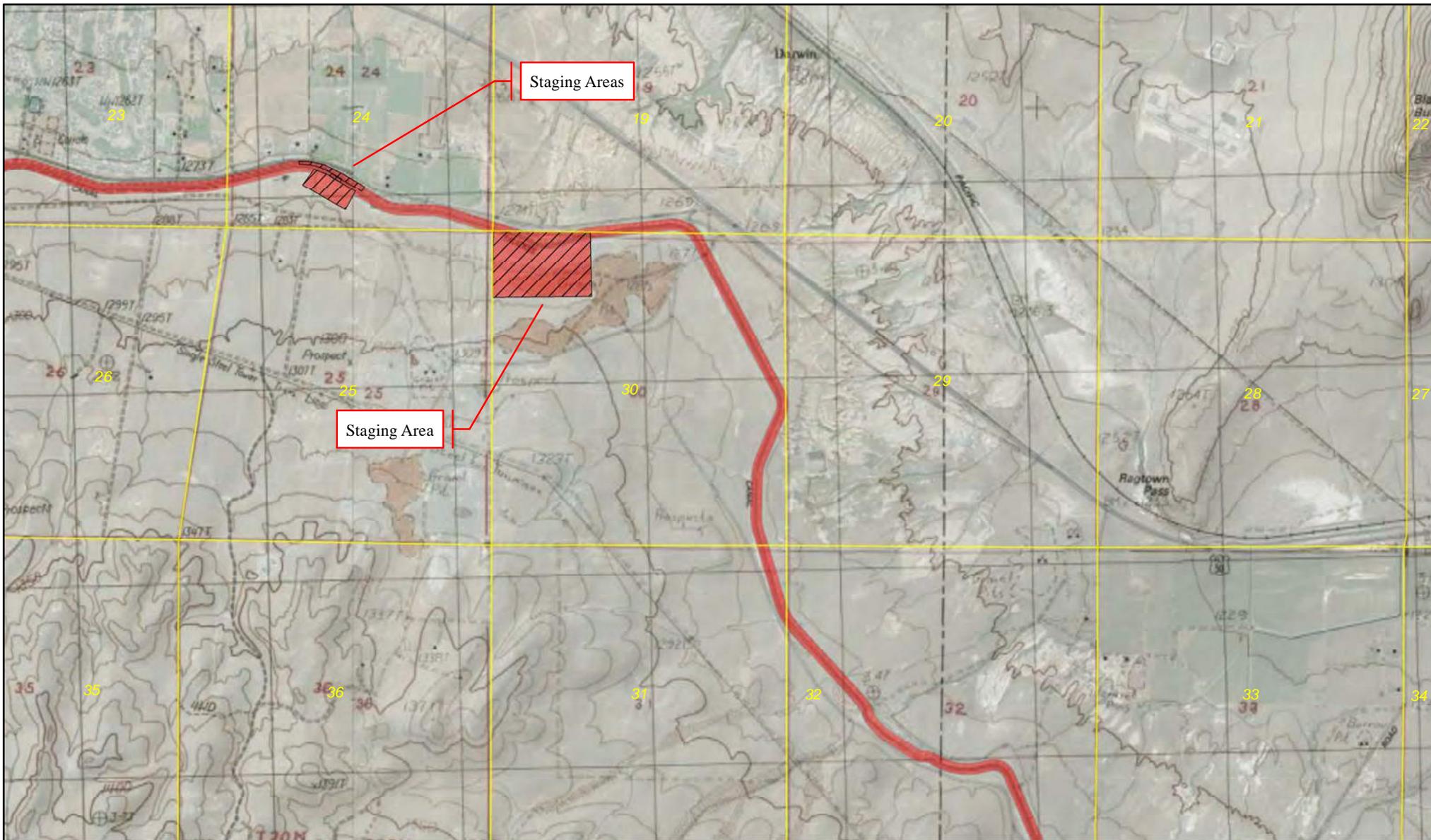
7.5' Quad(s): Fernley East, NV

Legal: Sections 19-24, T. 20 N., R. 25 E.;  
 Mount Diablo Base Meridian



1:36,000





**Figure 7. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Staging Area
- Map Section

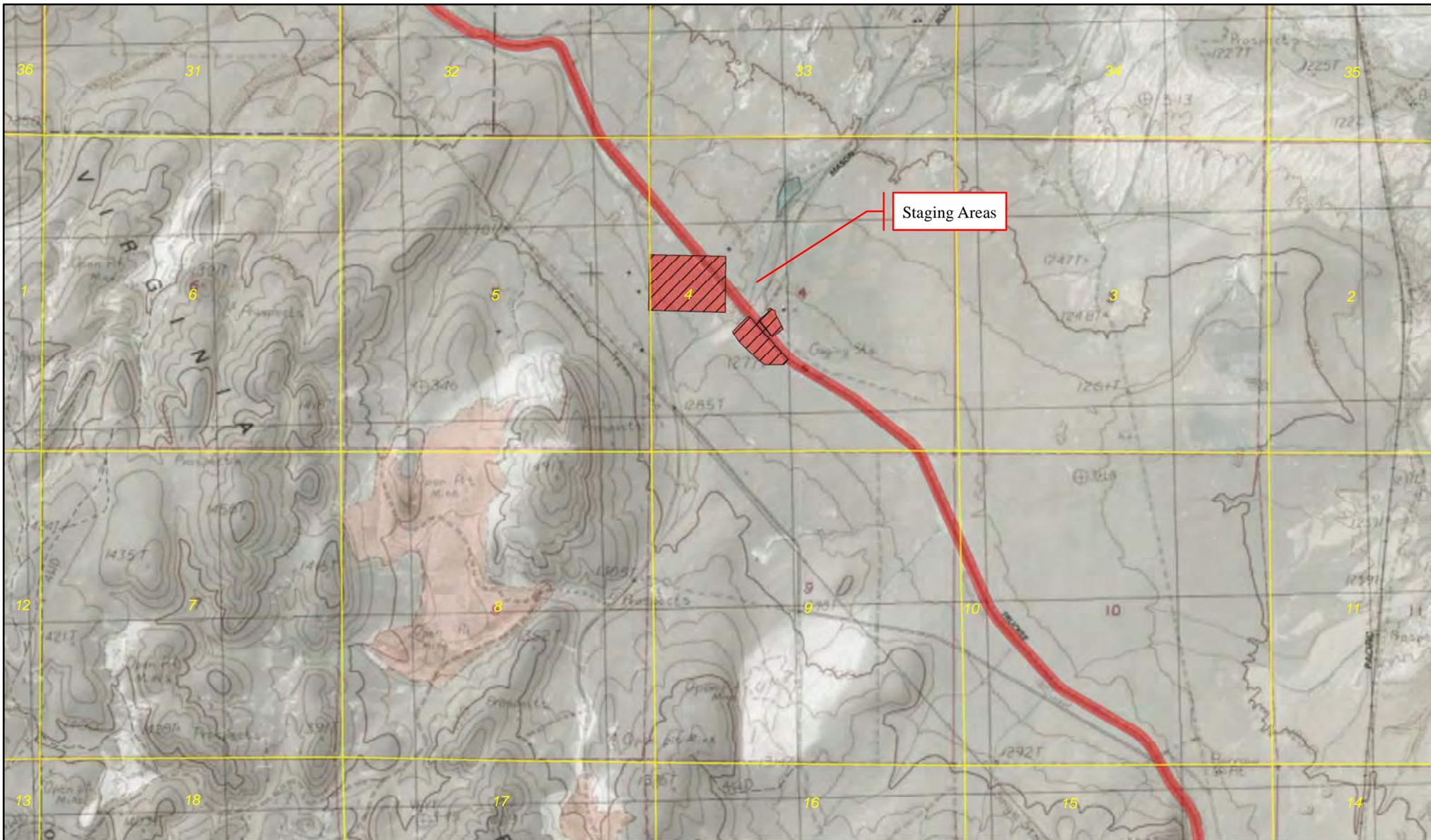
7.5' Quad(s): Fernley East & Hazen, NV

Legal: Sections 23 & 24, T. 20 N., R. 25 E.;  
 Sections 19 & 29-32, T. 20 N., R. 26 E.;  
 Mount Diablo Base Meridian



1:36,000





**Figure 8. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Staging Area
- Map Section

7.5' Quad(s): Hazen, NV

Legal: Section 32, T. 20 N., R. 26 E.;  
 Sections 4, 5, 9, 10 & 15, T. 19 N., R. 26 E.;  
 Mount Diablo Base Meridian



1:36,000





**Figure 9. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

 Area of Potential Effects     Map Section

7.5' Quad(s): Hazen & Lahontan Dam, NV

Legal: Sections 10, 15, 22 & 27, T. 19 N., R. 26 E.;  
 Mount Diablo Base Meridian



1:36,000





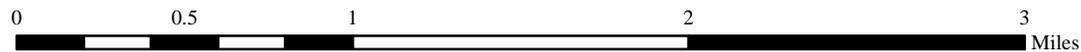
**Figure 10. Area of Potential Effects for Truckee Canal XM Project**  
**Programmatic Agreement for the O&M Management of the Newlands Project/Resolution of Adverse Effects to Truckee Canal XM Project**  
**Project Tracking No.: 16-LBAO-020 / 14-LBAO-022**

**Legend**

- Area of Potential Effects
- Map Section

7.5' Quad(s): Lahontan Dam, NV

Legal: Sections 22, 27, 28 & 33, T. 19 N., R. 26 E.;  
 Mount Diablo Base Meridian



1:36,000



**APPENDIX B:  
TRUCKEE CANAL XM PROJECT INFORMATION**

Truckee Canal Extraordinary Maintenance  
Environmental Impact Study  
Description<sup>1</sup> of Alternatives  
December 2018

## 1. Introduction

U.S. Bureau of Reclamation (Reclamation) is in the process of completing the Truckee Canal Extraordinary Maintenance (XM) Environmental Impact Statement (EIS). As part of the National Environmental Protection Act (NEPA) process, Reclamation is coordinating with the Nevada State Historic Preservation Office (NVSHPO) to complete Section 106 Consultation. NVSHPO requested Reclamation to provide a description of alternatives under consideration, and that this document be appended to the Newlands Project Programmatic Agreement. NEPA and implementing regulations require that an agency evaluate a reasonable range of alternatives to a proposed action. This document describes the Truckee Canal XM EIS alternatives development and proposed alternatives that are under evaluation in the Truckee Canal Draft EIS.

## 2. Description of Alternatives

### 2.1 Alternatives Development Process

The alternatives development process defined the project objectives, developed the purpose and need, and selected alternatives for consideration and analysis. Reclamation's risk analysis, corrective action study, and hydrologic analysis evaluated risk areas in the Canal and the actions needed to reduce the risk of a potential future Canal breach. These studies informed the EIS alternatives selection process.

#### Identifying Planning Issues

The Truckee Canal XM EIS alternatives development process has involved external cooperating agency collaboration and internal engineering and feasibility analysis. Reclamation asked for initial public input on the scope of the analysis and the alternatives to be considered during a scoping period, from October to November 2015. Scoping comments received were analyzed in a scoping report, which Reclamation published in

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<sup>1</sup>This information is from the Administrative Draft Truckee Canal Extraordinary Maintenance Environmental Impact Statement and should not be considered as the final combination of elements for each alternative.

May 2016.<sup>2</sup> Comments related to alternatives were carried forward into the alternatives development process.

From January 2016 to March 2017, Reclamation held eight alternatives development meetings with cooperating agencies to identify different ways to address the purpose of and need for action. The screening processes are detailed further in the two alternative screening technical memorandums, the Truckee Canal XM EIS Alternative Screening Analysis<sup>3</sup> and the Technical Memorandum: Hydrologic Alternative Screening Analysis<sup>4</sup>.

## 2.2 No Action Alternative

### No Action Alternative

Under the No Action Alternative, the Canal would continue to be operated under current conditions, contracts, and laws. The TCID would not implement any of the risk reduction measures identified in the risk analysis;<sup>5</sup> however, it would perform routine maintenance to minimize short-term risks and maintain the flow stages in accordance with the O&M contract and Reclamation requirements. Routine maintenance would not comprehensively address the risk factors, thereby potentially resulting in long-term deterioration of the Canal. Reclamation would conduct a risk analysis every 5 years and could implement other actions, such as stage restrictions, to meet safety requirements. Any substantial changes to the Canal would be subject to additional environmental review, including NEPA analysis.

## 2.3 Action Alternatives

### 2.3.1 Action Alternatives

Reclamation developed a range of action alternatives to address the purpose and need. Reclamation recognized that the alternatives to effectively reduce risk may need to be combined; therefore “alternatives elements” were developed as defined here. The three elements include embankment, structure, and hydrologic actions. The elements are not stand-alone alternatives; rather, they are the pieces of an alternative that, when combined, provide a possible solution for addressing the project’s need.

Embankment repairs included a geomembrane liner with concrete cover or geomembrane liner with soil cover to prevent embankment failure. Structure repairs included replacing

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<sup>2</sup> Reclamation (US Department of the Interior, Bureau of Reclamation). 2016. Truckee Canal XM EIS. Environmental Impact Statement Scoping Report. May 2016. Carson City, Nevada.

<sup>3</sup> Reclamation. 2017. Technical Memorandum: Truckee Canal XM EIS Alternatives Screening Analysis. February 2017. Carson City, Nevada.

<sup>4</sup> Reclamation. 2018. Technical Memorandum: Hydrologic Alternative Screening Analysis. Technical Memorandum No. TM-2018-1. February 2018. Carson City, Nevada.

<sup>5</sup> Reclamation. 2015. Truckee Canal Updated Risk Analysis. Newlands Project, Nevada. Mid-Pacific Region. Technical Memorandum No. QY-2015-8311-9. US Technical Service Center. Denver, Colorado. June 2015.

check structures to prevent ice jams and backflow in the event of a breach, and replacing the Hazen Gage that currently restricts flows.

Reclamation completed the Technical Memorandums: Enhanced Truckee Canal Hydrologic Hazard Analysis<sup>6</sup> and the Truckee Canal Flood Hydraulic Analysis.<sup>7</sup> The results of these studies indicated that additional hydrologic risk reduction recommendations should be evaluated. Hydrologic fixes included armoring Pour Point 8, construction of detention basins, and/or extended Canal lining.

Reclamation evaluated the risk reduction recommendations, along with the alternatives identified in the Corrective Action Study,<sup>8</sup> to develop the action alternative combinations to be carried forward for analysis in the EIS and engineering and economic study (EES). The EES will be completed prior to the selection of the preferred alternative. **Table 2-1, Action Alternatives Analyzed in the EIS**, briefly describes the action alternatives analyzed in this EIS.

**Table 2-1. Action Alternatives Analyzed in the EIS**

Alternative Number	Element 1 (Embankment)	Element 2 (Structure)	Element 3 (Hydrologic Actions [HAs])
1	Line the Canal—full prism—geomembrane/concrete (11.7 miles) from the Fernley check structure to the Mason check structure	Replace four check structures (Fernley, Anderson, Allendale, and Mason) and remove and replace Hazen Gage with a long-throated flume	Armor Pour Point 8—full prism—geomembrane/concrete (2,700 feet [ft]) at 3 inflow points and geomembrane/soil (3,000 ft) AND construct TC 11 detention pond (322 AF) and Mason detention pond (101 AF)
2	Line the Canal—full prism—geomembrane/soil (14 miles) from TC-1 to the Mason check structure	Replace four check structures (Fernley, Anderson, Allendale, and Mason) and remove and replace Hazen Gage with a long-throated flume	Armor Pour Point 8 full prism—geomembrane/concrete (2,700 ft) at 3 inflow points and geomembrane/soil (3,000 ft)
3	Line the Canal—full prism—geomembrane/concrete,	Replace five check structures (Fernley, Anderson, Allendale,	N/A

<sup>6</sup> Reclamation. 2017. Technical Memorandum: Enhanced Truckee Canal Hydrologic Hazard Analysis. July 2017. Carson City, Nevada.

<sup>7</sup> Reclamation. 2018. Technical Memorandum: Hydrologic Alternative Screening Analysis. Technical Memorandum No. TM-2018-1. February 2018. Carson City, Nevada.

<sup>8</sup> Reclamation. 2017. Truckee Canal Corrective Action Study. Newlands Project, Nevada. Mid-Pacific Region. Technical Memorandum No. QY-2016-8311-1. US Technical Service Center. Denver, Colorado. January 2017.

Table 2-1. Action Alternatives Analyzed in the EIS

Alternative Number	Element 1 (Embankment)	Element 2 (Structure)	Element 3 (Hydrologic Actions [HAs])
	27 miles of the Canal (31 miles of the Canal minus 4 miles that are currently lined)	Mason, and Bango) and remove and replace Hazen Gage with a long-throated flume	
4	Line the Canal—full prism—geomembrane/concrete (1,600 ft), geomembrane/half concrete (1,000 ft), and geomembrane/soil (5.5 miles) from near the Fernley area to Pour Point 13	Replace four check structures (Fernley, Anderson, Allendale, and Mason) and remove and replace Hazen Gage with a long-throated flume	Armor Pour Point 8—full prism—geomembrane/concrete (2,700 ft) at 3 inflow points and geomembrane/soil (3,000 ft) AND construct TC 11 detention pond (322 AF), Mason detention pond (180 AF), and Downstream detention pond (17 AF)

### 2.3.1.1 Project Activities and Elements Common to All Action Alternatives

#### Staging Areas

Temporary equipment and material staging areas would be required near the Canal. These would serve as reporting locations for workers, parking spaces for vehicles, and storage spaces for equipment and materials. The staging areas would be located on Reclamation lands within the project area and each would be about 400 by 400 feet.

#### Easements and Access Roads

Access to the Canal would be from existing roads or within the Reclamation easement. Grading would be necessary for the construction of ingress and egress temporary equipment ramps horizontal to the existing embankment. After construction, these ramps would be removed and graded, and the soil would be compacted to conform to the original embankment slope.

#### Check Structure Replacement

Under all action alternatives, four check structures would be replaced; the Bango check structure would be replaced for Alternative 3 only. The new check structures would have wider, automated radial gates, with side overflow weirs to more easily pass ice flows and prevent overtopping. The automated gates would allow for Canal reaches to be isolated in the event of a breach. Isolating the affected Canal reach would limit the volume of water that exits the breach, thereby lowering the flood impacts and consequence levels. The side overflow weirs would allow the flow to bypass the gates, if the gates become inoperable during normal operations or during an extreme hydrologic event.

Demolition of the existing structures would be required at each of the locations. This work would be performed when there is no water in the Canal, and the duration is estimated to be 2 to 3 weeks at each site. Once the check structures have been removed, the foundations of the new structures would be prepared. Construction would include excavating the new structure footprints to a depth of about 5 feet and backfilling to the bearing elevation with compacted structural fill. Foundation seepage cutoff walls would be constructed during this period. Preparing the foundation and placing the cutoff walls is expected to take 3 to 4 weeks to complete. All check structures would require less than 1 acre of surface disturbance.

The construction would be a phased approach over 4 years, from November through March to avoid the irrigation season, with a total timeline of approximately 480 days. Once all of the concrete placements are completed, the Canal would be put back in operation during installation of the mechanical equipment. Mechanical equipment includes radial gates, hoists, electrical controls, a control building, a supervisory control and data acquisition system, and a backup power system.

Maintenance of the check structures would be similar to what is required now. Periodic gate rehabilitation, coating reapplication, and concrete repair would be required. **Table 2-2, Check Structure Locations**, lists the check structures that would be replaced and their locations.

**Table 2-1. Check Structure Locations**

Check Structure Name	Canal Location
Fernley check structure	696+60
Anderson check structure	850+30
Allendale check structure	1059+00
Mason check structure	1304+10
Bango check structure <sup>1</sup>	1466+24

Source: Truckee Canal Corrective Action Study

<sup>1</sup>Bango check structure would only be replaced under Alternative 3.

Approximately 20 construction personnel would be needed to complete this work, using the following equipment: excavator, backhoe, side compactor, loader, dump truck, water truck, forklift, wheeled loader, crane, grader, and concrete trucks. Employees would also bring their own vehicles onto the site. Surface disturbance outside of the Canal or staging areas is estimated at less than 1 acre per check structure.

**Structure: Replace Hazen Gage with a Long-Throated Flume**

All action alternatives would replace the Hazen Gage with a long-throated flume. This would reduce sediment accumulation and reduce the backwater effect of the current Hazen Gage. Water stage (height) would be reduced through the Lahontan Reach, thereby reducing the risk and increasing safety.

The Hazen Gage is currently a combined low-flow V-notch and broad-crest weir<sup>9</sup>. The sill of the weir is about 3 feet above the Canal invert. This configuration “checks” the water surface and slows the flow velocity upstream of this location. The slower velocities contribute to sediment and aquatic vegetation accumulation in the lower Lahontan Reach. The sedimentation and vegetation increases the stage (height) of the water in the Canal and poses an elevated risk of hydrologic overtopping.

The Hazen Gage would be replaced with a long-throated flume measurement instead of the existing weir. This type of structure has fewer backwater effects. The Hazen Gage would be replaced early in the construction process using similar types of equipment; the amount of surface disturbance would be the same as it would be for the check structures.

### **2.3.1.2 Hydrologic Elements (Hydrologic Fixes to Address Runoff from Storm Events)**

Under Action Alternatives 1, 2, and 4, a combination of hydrologic fixes would be implemented to address inflows to the Canal from storm events. The hydrologic fixes include Canal armoring, construction of detention ponds, and additional Canal lining as described below:

#### ***Armor Pour Point 8—geomembrane/concrete full prism 2,700 ft at 3 inflow points and geomembrane/soil 3,000 ft***

Reclamation would armor the Canal at Pour Point 8, which would include construction of three inflow structures (approximately 2,700 linear feet) on the south side of the Canal. These areas would be lined full prism with a geomembrane liner with a concrete cover. The other 3,000 linear feet would be a full prism geomembrane liner with soil cover. This would prevent the south embankment from eroding as the runoff enters the Canal, and protect the north embankment from scour.

Armoring Pour Point 8 would take approximately 20 construction personnel 120 days to complete, between November and March. The anticipated surface disturbance outside the Canal or staging areas would be less than 1 acre. The equipment required would be an excavator, backhoe, side compactor, trimmer, trencher, loader, water truck, forklift, wheeled loader, hot air fusion welder, and concrete trucks. Employees would also bring their own vehicles onto the site.

#### ***Detention Ponds***

The detention ponds would be unlined and excavated below the existing grade. Excavated material would be used to build up a containment berm around the perimeter of the pond. The TC 11 detention pond would be designed to contain 322 AF of water for Alternatives 1 and 4. The Mason detention pond would be designed to contain 101 AF or

<sup>9</sup> An overflow structure built across an open channel to raise the upstream water level and/or to measure the flow of water. A measuring or gaging weir is calibrated for depth of flow over the crest. A weir generally consists of a rectangular, trapezoidal, triangular, or other shaped notch, located in a vertical, thin plate over which water flows. The height of water above the weir crest is used to determine the rate of flow.

180 AF of water for Alternatives 1 and 4, respectively. Alternative 4 also includes the Downstream detention pond that is designed to contain 17 AF of water.

Construction of the detention ponds would take approximately 20 construction personnel 120 to 500 days to complete. The anticipated surface disturbance outside the Canal or staging areas would range from 2.2 to 23 acres. The ponds construction schedule could be anytime of the year. The equipment required would be earth movers (3), an excavator, backhoe, side compactor, motor grader trencher, loader, water truck, and forklift. Employees would bring their own vehicles onto the site.

### ***2.3.1.3 Alternative 1: Line the Canal, full prism—geomembrane/concrete liner, 11.7 miles***

Alternative 1 would be the construction of 11.7 miles of a full prism geomembrane liner covered with concrete to protect the geomembrane. The geomembrane would be secured in an anchor trench near the embankment crest. For all alternatives, the lined prism would have a minimum depth of 13.6 feet; prism restoration would support a bottom width in the Canal of 33 feet. The Canal would have a 2-foot horizontal to 1-foot vertical side slope.

The Fernley, Anderson, Allendale, and Mason check structures would be replaced along with the Hazen Gage. The hydrologic fix would be armoring Pour Point 8 and construction of the TC 11 detention pond (322 AF) and the Mason detention pond (101 AF). The anticipated surface disturbance outside the Canal or staging areas would range from 19.7 to 23 acres.

Approximately 15 construction personnel would be needed to line the Canal. Construction would take place over 240 days, in a phased approach over 10 years, with most construction beginning in November and ending in March to not disturb the irrigation season. The approximate surface disturbance outside of the Canal or staging areas would be less than 1 acre. Workers would use an excavator, backhoe, side compactor, trimmer, loader, water truck, forklift, wheeled loader, hot air fusion welder, and concrete trucks. Employees would also bring their own vehicles onto the site.

### ***2.3.1.4 Alternative 2: Line the Canal—full prism—geomembrane/soil, 14 miles from TC-1 to Mason Check Structure***

Alternative 2 would be the construction of 14 miles of a full prism geomembrane liner covered with soil to protect the geomembrane. Liner design criteria are described under Alternative 1. The Fernley, Anderson, Allendale, and Mason check structures would be replaced along with the Hazen Gage. The hydrologic fix would be armoring Pour Point 8.

This alternative is similar to Alternative 1, except that the geomembrane would be covered with an 18- to 24-inch-thick compacted soil cover. The soil covered liner is more susceptible to burrowing animals and tree roots and to being torn during sediment removal activities. Operational controls and practices must be in place to control animal burrowing, woody vegetation, and equipment puncture of the geomembrane liner. Additional length of lining provides enough Canal capacity to handle inflows; no detention ponds are required.

Approximately 20 construction personnel would be needed to line the Canal for 14 miles. Construction would take place over 300 days, in a phased approach over 10 years, with most construction beginning in November and ending in March to not disturb the irrigation season. The approximate surface disturbance outside the Canal or staging areas would be less than 1 acre. Workers would use an excavator, backhoe, side compactor, trimmer, loader, water truck, forklift, wheeled loader, and hot air fusion welder. Employees would also bring their own vehicles onto the site.

**2.3.1.5 Alternative 3: Lining the Canal—full prism—geomembrane/concrete, 27 miles of Canal**

Alternative 3 would be the construction of 27 miles of a full prism geomembrane liner covered with concrete to protect the geomembrane. Liner design criteria are described under Alternative 1. The Fernley, Anderson, Allendale, Mason, and Bango check structures would be replaced along with the Hazen Gage. There would be no need for additional hydrologic fixes, because the whole Canal would be lined.

Approximately 20 construction personnel would be needed to line the Canal for 27 miles. Construction would take place over 500 days for the liner and 180 days for the Bango check structure, in a phased approach, over 10 years. Most construction would begin in November and end in March to not disturb the irrigation season. The approximate surface disturbance outside of the Canal or staging areas would be less than 1 acre. Workers would use an excavator, backhoe, side compactor, trimmer, loader, forklift, wheeled loader, hot air fusion welder, dump truck, water truck, crane, and concrete trucks. Employees would also bring their own vehicles onto the site.

**2.3.1.6 Alternative 4: Lining the Canal—full prism—geomembrane/concrete, geomembrane/soil and geomembrane/half concrete**

Alternative 4 would use a combination of lining covers. The covers would include 1,600 feet of a full prism geomembrane liner covered with concrete; 1,000 feet of a full prism geomembrane liner with the bottom and the north side covered with concrete and the south side covered with soil (half concrete liner); and 5.5 miles of a full prism geomembrane liner covered with soil. Liner design criteria are described under Alternative 1.

The Fernley, Anderson, Allendale, and Mason check structures would be replaced along with the Hazen Gage. The hydrologic fix would be armoring Pour Point 8 and construction of the TC 11 detention pond (322 AF), the Mason detention pond (180 AF), and the downstream detention pond (17 AF).

Approximately 20 construction personnel would be needed to line the Canal. Construction would take place over 240 days, in a phased approach, over 10 years. Most construction would begin in November and end in March to not disturb the irrigation season. The approximate surface disturbance outside of the Canal or staging areas would be less than 1 acre. Workers would use an excavator, backhoe, side compactor, trimmer, loader, water truck, forklift, wheeled loader, hot air fusion welder, and concrete trucks. Employees would also bring their own vehicles onto the site.



**APPENDIX C: DEFINITIONS, SECTION 106 REGULATIONS, SECRETARY OF  
THE INTERIOR STANDARDS FOR THE TREATMENT OF HISTORIC  
PROPERTIES, REHABILITATION**

## Definitions

**Maintenance** -- Maintenance is the act of keeping fixed assets in an acceptable condition. It includes preventative maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve the asset so that it continues to provide acceptable services and achieves its expected use-life. Maintenance and repair excludes activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from, or significantly greater than, those originally intended.

**Operation** -- The administration, management, coordination, and performance of services, either by Reclamation or a project beneficiary, needed to ensure that Reclamation facilities provide for the delivery of water, power, flood control, fish and wildlife, and recreation activities commensurate with authorized purposes.

**Project Works** -- Any project, including incidental features thereof, authorized by the Federal reclamation laws, or constructed by the United States pursuant to said statutes, or in connection with which there is a repayment contract, or other water service contract, executed by the United States, pursuant to said statutes, or any project constructed or operated and maintained by the Secretary through Reclamation for the reclaiming of arid lands or other purposes.

**Reserved Works** -- Reserved works are buildings, structures, facilities, or equipment that are Reclamation-owned for which the operations and maintenance (O&M) is performed by Reclamation personnel or by contract, regardless of funding source.

**Transferred Works** -- Transferred works are buildings, structures, facilities, or equipment that are Reclamation-owned for which the day-to-day responsibility for O&M and funding (generally) of the project facilities has been transferred, pursuant to Reclamation law, to a project beneficiary. Under the terms of the formal O&M transfer, the project beneficiary performing the day-to-day O&M is accountable to Reclamation for proper performance of the O&M. The long-term oversight responsibility of the Federal project resides with Reclamation.

36 CFR Part 800 – Protection of Historic Properties Regulations

**Secretary of the Interior Standards for the Treatment of Historic Properties**

**<https://www.nps.gov/tps/standards/treatment-guidelines-2017.pdf>**

**APPENDIX D: NEWLANDS PROJECT PROPERTIES NATIONAL REGISTER OF  
HISTORIC PLACES ELIGIBILITY STATUS**

<b>Newlands Project Properties, National Register of Historic Places Eligibility Status</b>
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<b>Appendix D1: Newlands Project Eligible and Contributing Components</b>						
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Resource Name	Reclamation Project Tracking Number	SHPO Tracking Number	Concurrence Date	Eligibility/Historic Status	Resource Number	Notes
Newlands Project (NP)					D20	No District Record has been completed, Reclamation is working on one to be submitted to SHPO.
A-Line	13-LBAO-279	UT#2014-3239	July 2, 2014	Contributing to Newlands Project Criteria A	S1116	
A3-C3 (Panicker Drop)	13-LBAO-279	UT 2014-3239	July 2, 2014	Contributing to A-Line Canal/ Newlands Project Criteria A; Not Individually Eligible	S1116	
CLP Conveyance Unit	05-LBAO-209	UT#2010-0611	August 30, 2013	Contributes to Newlands Project under Criteria A	S807	
CLP Conveyance Unit (Rice Drain)	13-LBAO-225	UT#2014-2971	January 2, 2014	Contributes to CLP Unit/Newlands Project under Criteria A	S807	
Derby Diversion Dam	14-LBAO-022	UT#2016-4339	August 24, 2017	Listed on the NR, 1978; Truckee-Carson Irrigation Project Thematic Resource NR listing, 1981	S1641	

Appendix D1: Newlands Project Eligible and Contributing Components						
Resource Name	Reclamation Project Tracking Number	SHPO Tracking Number	Concurrence Date	Eligibility/Historic Status	Resource Number	Notes
Derby Dam Tender's Complex (residence, bunkhouse, two sheds, animal shelters, corrals, pumphouse)	14-LBAO-066; 14-LBAO-022 (pumphouse)	UT#2015-3463; UT#2016-4339 (pumphouse)	December 17, 2014; August 27, 2017 (pumphouse)	Contributing to NP, not individually eligible	B13447	
Carson Dam Tender's Complex (residence, garage, chicken coop, and corrals)	14-LBAO-066	UT#2015-3463	December 17, 2014	Contributing to NP, not individually eligible	B13448	
Kent Lake Drain	08-LBAO-150	NA	June 19, 2008	Contributes to District under Criterion A	NA	
L-Line Canal	12-LBAO-041; 13-LBAO-012	UT#2012-2223	September 24, 2012	Not individually eligible, but contributing property to NP	S867	
L5 Lateral	12-LBAO-041	UT#2012-2223	September 24, 2012	Contributing to NP, not individually eligible	S868	

Appendix D1: Newlands Project Eligible and Contributing Components						
Resource Name	Reclamation Project Tracking Number	SHPO Tracking Number	Concurrence Date	Eligibility/Historic Status	Resource Number	Notes
Lahontan Dam	14-LBAO-022	UT#2016-4339	August 24, 2017	Truckee-Carson Irrigation Project Thematic Resource NR listing, 1981		
Lahontan Reservoir	14-LBAO-022	UT#2016-4339	August 24, 2017	Contributing to the NP; unevaluated as an individual property	S1652	
Lewis Wasteway	13-LBAO-279	UT#2014-3239	July 2, 2014	Contributing to V-Line Canal/Newlands Project Criteria A; Not Individually Eligible	NA	
Paiute Branch 1 Drain	08-LBAO-150	NA	June 19, 2008	Contributes to District under Criterion A	NA	
Paiute Deep Drain	08-LBAO-150	NA	June 19, 2008	Contributes to District under Criterion A	NA	
S22 Lateral	08-LBAO-150	NA	June 19, 2008	Contributes to District under Criterion A	NA	
T13 Lateral	09-LBAO-192	NA	August 4, 2009	Contributing to NP	NA	Reclamation used Hardesty and Buhr for eligibility, no site form filled out. SHPO concurred on eligibility.
Truckee Canal	14-LBAO-022	UT#2016-4339	August 24, 2017	Eligible: Criteria A, Contributing to NP with 25 contributing resources	S846	

<b>Appendix D1: Newlands Project Eligible and Contributing Components</b>						
<b>Resource Name</b>	<b>Reclamation Project Tracking Number</b>	<b>SHPO Tracking Number</b>	<b>Concurrence Date</b>	<b>Eligibility/Historic Status</b>	<b>Resource Number</b>	<b>Notes</b>
TC5-1 (Stopgate #1)	13-LBAO-214	UT#2017-4833	April 19, 2017	Individually eligible; TC5-1 not eligible	S1478	Also has references: LY14-061; FHWA Report# MS-0019(23)
TC12	12-LBAO-068	UT#2010-0177	July 1, 2012	Contributing to NP, not individually eligible	S816	
TC13	12-LBAO-068	UT#2010-0177	July 1, 2012	Contributing to NP, not individually eligible	S817	
Wooden turnout on L-Line Canal	16-LBAO-188	UT#2017-4593	November 22, 2016	Does not contribute, not individually eligible		
Um Drain	09-LBAO-192	NA	August 4, 2009	Contributing to NP	NA	Reclamation used Hardesty and Buhr for eligibility, no site form filled out. SHPO concurred on eligibility.
V-Line Canal	13-LBAO-012	UT#2015-3690	May 1, 2015	Not individually eligible, but contributing property	S932	
V-C2	13-LBAO-279	UT#2014-3239	July 2, 2014	Contributing to V-Line Canal/Newlands Project Criteria A; Not Individually Eligible	NA	
V-C7	13-LBAO-012	UT#2015-3690	May 1, 2015	Not individually eligible, but contributing property	S932	
V-T22	13-LBAO-012	UT#2015-3690	May 1, 2015	Not individually eligible, but contributing property	S932	

<b>Newlands Project Properties, National Register of Historic Places Eligibility Status</b>
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<b>Appendix D2: Newlands Project: Not Eligible and Non-Contributing Components</b>
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Resource Name	Reclamation Project Tracking Number	SHPO Tracking Number	Concurrence Date	Eligibility	Resource Number	Notes
E4X Drain	11-LBAO-129	UT#2011-1702	October 21, 2011	Not contributing to NP, not individually eligible	S446	
Erb Drain	12-LBAO-235	UT#2015-3560	February 27, 2015	Non-Contributing	CH3703	Other report references: NDOT Report: CH11-034R/PID-73616/ FHWA-SI-095-5(017)/BLM 2-3198
Factory Ditchrider Complex (5 buildings)	07-LBAO-049	NA	April 10, 2009	Not contributing to NP, not individually eligible	NA	
Fernley Ditchrider Complex (3 buildings)	07-LBAO-049	NA	April 10, 2009	Not contributing to NP, not individually eligible	NA	
L-Line Canal Wooden Turnout	16-LBAO-188	UT#2017-4593	November 22, 2016	Not contributing to NP, not individually eligible	S867	Updated L-Line site form
Lahontan Substation	13-LBAO-181	UT#2014-3244	July 22, 2014	Ineligible - Criteria G	NA	
Lower Soda Lake Drain	12-LBAO-235	UT#2015-3560	February 27, 2015	Non-Contributing	CH3704	Other report references: NDOT Report: CH11-034R/PID-73616/ FHWA-SI-095-5(017)/BLM 2-3198

<b>Appendix D2: Newlands Project: Not Eligible and Non-Contributing Components</b>						
<b>Resource Name</b>	<b>Reclamation Project Tracking Number</b>	<b>SHPO Tracking Number</b>	<b>Concurrence Date</b>	<b>Eligibility</b>	<b>Resource Number</b>	<b>Notes</b>
New River Drain Branch 5	12-LBAO-041	UT#2012-2223	September 24, 2012	Not contributing to NP, not individually eligible	CH3645	
North Harmon Bridge over the S-Line Canal	10-LBAO-012	UT#2010-35	November 10, 2009	Not yet 50 years old, not contributing	NA	Replaced, no site form
Old River Reservoir	12-LBAO-235	UT#2012-2223	February 27, 2015	Not Eligible	CH3701	Other report references: NDOT Report: CH11-034R/PID-73616/FHWA-SI-095-5(017)/BLM 2-3198
Old River Reservoir Canal	12-LBAO-235	UT#2012-2223	February 27, 2015	Not Eligible	CH3702	Other report references: NDOT Report: CH11-034R/PID-73616/FHWA-SI-095-5(017)/BLM 2-3198
Paiute Branch 2 Drain	08-LBAO-150	NA	June 19, 2008	Does not contribute to district		
S25 Lateral	08-LBAO-150	NA	June 19, 2008	Does not contribute to district		
Smart Ditchrider Complex (2 buildings)	07-LBAO-049	NA	April 10, 2009	Not contributing to NP, not individually eligible	NA	
St. Clair Ditchrider Complex (3 buildings)	07-LBAO-049	NA	April 10, 2009	Not contributing to NP, not individually eligible	NA	
T-Line Canal - Pioneer Bridge	09-LBAO-023	NA	January 6, 2009	Not yet 50 years old, not eligible	NA	Removed

<b>Appendix D2: Newlands Project: Not Eligible and Non-Contributing Components</b>						
<b>Resource Name</b>	<b>Reclamation Project Tracking Number</b>	<b>SHPO Tracking Number</b>	<b>Concurrence Date</b>	<b>Eligibility</b>	<b>Resource Number</b>	<b>Notes</b>
T-Line Canal Flume (near Pioneer Bridge)	09-LBAO-023	NA	January 6, 2009	Not eligible	NA	Removed
T15 Lateral	09-LBAO-192	NA	August 4, 2009	Not contributing	NA	
TC2	12-LBAO-068	UT#2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S810	
TC2-md-1 (broad crested weir)	12-LBAO-068	UT#2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S810	
TC3	12-LBAO-068	UT#2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S811	
TC4	12-LBAO-068	UT#2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S812	
TC5 Lateral/Hardie Lane Lateral/K3B Lateral	13-LBAO-214	UT#2017-4833	April 19, 2017	Not contributing to NP, not individually eligible	S1477	Other report references: LY14-061; FHWA Report# MS-0019(23)
TC5-17/Westerlund Lane Sublateral	13-LBAO-214	UT#2017-4833	April 19, 2017	Not contributing to NP, not individually eligible	S1479	Other report references: LY14-061; FHWA Report# MS-0019(23)
TC5-1/Cottonwood Sublateral	13-LBAO-214	UT#2017-4833	April 19, 2017	Not contributing to NP, not individually eligible	S1478	Other report references: LY14-061; FHWA Report# MS-0019(23)

<b>Appendix D2: Newlands Project: Not Eligible and Non-Contributing Components</b>						
<b>Resource Name</b>	<b>Reclamation Project Tracking Number</b>	<b>SHPO Tracking Number</b>	<b>Concurrence Date</b>	<b>Eligibility</b>	<b>Resource Number</b>	<b>Notes</b>
TC6	12-LBAO-068	UT#2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S813	
TC8	12-LBAO-068	SHPO UT# 2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S814	
TC9	12-LBAO-068	UT#2010-0177	July 1, 2012	Not contributing to NP, not individually eligible	S815	
TC12-md-1 (parshall flume)	12-LBAO-068	NA	July 1, 2012	Not contributing to NP, not individually eligible	S816	
TC12-md-2 (broad crested weir)	12-LBAO-068	NA	July 1, 2012	Not contributing to NP, not individually eligible	S816	
UL Lateral	09-LBAO-273	NA	September 10, 2009	Not contributing to NP, not individually eligible	NA	Abandoned in place, no site form
V-5 Lateral	10-LBAO-084	UT#2010-130	January 19, 2010	Not Eligible, Non-Contributing to NP	NA	
V-5 Lateral concrete box culvert	10-LBAO-084	UT#2010-130	January 19, 2010	Not Eligible, Non-Contributing to NP	NA	
Wade Drain	12-LBAO-235	UT#2015-3560	February 27, 2015	Non-Contributing	CH2405	Other report references: NDOT Report: CH11-034R/PID-73616/ FHWA-SI-095-5(017)/BLM 2-3198

**APPENDIX E: TCID MANAGEMENT AGREEMENT**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
NEWLANDS PROJECT, NEVADA

**CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND  
THE TRUCKEE-CARSON IRRIGATION DISTRICT  
PROVIDING FOR  
THE OPERATION AND MAINTENANCE OF THE NEWLANDS PROJECT**

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
NEWLANDS PROJECT, NEVADA

**CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND  
THE TRUCKEE-CARSON IRRIGATION DISTRICT  
PROVIDING FOR  
THE OPERATION AND MAINTENANCE OF THE NEWLANDS PROJECT**

1           THIS CONTRACT, entered into on this 25<sup>th</sup> day of NOV., 1996  
2 pursuant to the Act of June 17, 1902 (32 Stat. 388), and the acts amcdatory thereof and  
3 supplementary thereto, including the Act of August 4, 1939 (53 Stat. 1187), the Act of October  
4 12, 1982 (96 Stat. 1263), and the Act of November 16, 1990 (104 Stat. 3289), which acts are  
5 commonly known and referred to as the Federal Reclamation Laws, by and between THE  
6 UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting through  
7 the Regional Director of the Mid-Pacific Region of the Bureau of Reclamation pursuant to  
8 authority delegated by the Secretary of the Interior, and TRUCKEE-CARSON IRRIGATION  
9 DISTRICT, hereinafter referred to as the District, a public corporation, created, organized and  
10 existing under and by virtue of the laws of the State of Nevada, with its principal place of  
11 business at Fallon, Churchill County, Nevada,

12           WITNESSETH, That:  
13  
14

1 EXPLANATORY RECITALS

2 WHEREAS, the United States and the District executed Contract No. I1r-93 on  
3 December 18, 1926, which transferred the responsibility for Operation and Maintenance of the  
4 Project to the District and provided for the District to act as fiscal agent for the repayment of  
5 Project construction costs; and

6 WHEREAS, in 1973 the United States provided notice to the District of termination of  
7 the 1926 Contract No. I1r-93; and

8 WHEREAS, on February 14, 1984, a Temporary Operation and Maintenance Agreement,  
9 Contract No. 4-07-20-X0268, was entered into between the District and the United States; and

10 WHEREAS, the District has repaid the original Project construction costs and desires to  
11 continue to operate and maintain the Project; and

12 WHEREAS, the United States desires the District to continue such activities under the  
13 following provisions;

14 NOW THEREFORE, the parties agree as follows:

15 DEFINITIONS

16 1. When used herein, unless otherwise distinctly expressed or manifestly incompatible  
17 with the intent hereof, the term:

18 (a) "Commissioner" shall mean the Commissioner of the Bureau of Reclamation.

19 (b) "Contracting Officer" shall mean the Regional Director of the Mid-Pacific  
20 Region of the Bureau of Reclamation acting pursuant to authority delegated by the  
21 Secretary of the Interior and such direction as the Secretary may provide.

1 (c) "Federal Water Master" shall mean the Water Master appointed by the District  
2 Court of the United States in and for the District of Nevada to administer the adjudicated  
3 water entitlements under the Alpine and Orr Ditch decrees.

4 (d) "OCAP" shall mean specific Operating Criteria and Procedures for the  
5 Newlands Project promulgated by the Secretary of the Interior.

6 (e) "Operation and Maintenance" shall mean normal and reasonable care, control,  
7 operation, repair, replacement and maintenance.

8 (f) "Project" shall mean the Newlands Reclamation Project located in California  
9 and Nevada.

10 (g) "Project Works" shall mean all federally owned facilities used for Project  
11 purposes and includes Lahontan Reservoir Dam, reservoir, and lands; Lake Tahoe Dam,  
12 reservoir, and lands; the Derby Diversion Dam and lands; the Old Lahontan Power Plant  
13 (subject to existing leases), and all essential federally owned lands, easements, rights-of-  
14 way, dams, diversion works, buildings, canals, laterals, sublaterals, ditches, distribution  
15 and drainage systems, and stock water pipelines as delineated in Exhibit A attached  
16 to this agreement.

17 (h) "Secretary" shall mean the Secretary of the Interior or his duly authorized  
18 representative.

19

1 TERM OF CONTRACT

2 2. (a) This contract shall become effective on January 1, 1997, and shall supersede  
3 the Temporary Operation and Maintenance Agreement, Contract No. 4-07-20-X0268. The  
4 provisions currently contained in this contract shall remain in effect for a period of five (5) years.  
5 The initial five (5) year period shall be extended by the Contracting Officer for up to a maximum  
6 of four (4) additional five (5) year periods; Provided, that no vital dispute, as that term is defined  
7 in Article 16(b), is unresolved on the expiration of the five (5) year period then in effect or, the  
8 Commissioner determines that an extension is appropriate even though a vital dispute is  
9 unresolved on such date(s). This contract may be terminated during any of the five (5) year  
10 periods described above, in accordance with Article 17, Termination of Contract.

11 (b) Upon the expiration of the twenty-five (25) years described above, this  
12 contract may be renewed under terms and conditions mutually agreeable to the parties; Provided,  
13 that the District may request the initiation of the contract renewal process at any time after the  
14 completion of the initial five (5) year period described in Article 2(a) above, but no later than two  
15 (2) years prior to the end of the twenty-five years described in Article 2(a) above.

16 OPERATION AND MAINTENANCE OF PROJECT WORKS

17 3. (a) The District shall continue the care, operation, and maintenance of all the  
18 Project Works currently entrusted to it. Title to such Project Works shall remain in the name of  
19 the United States unless and until title is transferred pursuant to applicable legislation.

20 (b) The District, without expense to the United States, shall care for, operate, and  
21 maintain such Project Works in full compliance with the terms of this contract, and in such

1 manner that said Project Works will remain in good and efficient condition suitable for  
2 prolonged operation.

3 (c) Necessary repairs of the Project Works shall be made promptly by the District.  
4 In case of unusual conditions or serious deficiencies in the care and maintenance of the Project  
5 Works threatening or causing interruption of water delivery or posing a significant safety hazard,  
6 the Contracting Officer may issue to the District a special written notice specifying the requested  
7 repairs. Within 60 days of receipt of such notice, the District shall either make the requested  
8 repairs or submit a plan acceptable to the Contracting Officer for accomplishing said repairs. If  
9 the plan submitted by the District is not acceptable to the Contracting Officer the issue shall be  
10 resolved in accordance with Article 16, Resolution of Disputes.

11 (d) The District shall not make any substantial changes in the Project Works  
12 without first obtaining written consent of the Contracting Officer except when structures are  
13 constructed in accordance with standard designs and specifications approved in advance by the  
14 Contracting Officer. Examples of the types of changes requiring approval of the Contracting  
15 Officer include, but are not limited to, the following:

16 (1) Additions or alterations that have reasonable potential for causing damage  
17 to an existing system due to inadequate or erroneous design, construction or operation.

18 (2) Changes requiring new rights-of-way, i.e., relocation of structures or  
19 changes in alignment.

20 (3) Changes requiring construction or reconstruction within existing facility  
21 boundaries (i.e., excavation of canal bank for bridge footings) other than routine Operation and  
22 Maintenance activities.

1 (4) Additions or alterations involving increases or reductions in capacities,  
2 pressures, earth cover over pipelines, etc.

3 (5) Addition or alteration to a storage or diversion dam other than routine  
4 Operation and Maintenance.

5 (6) Changes which the Board of Directors are required by law to make.

6 (e) The District shall prepare and submit to the Contracting Officer a Project  
7 Improvement Plan which details actions and schedules for the improvement and rehabilitation of  
8 Project Works to assure long-term viability of the Project Works. This plan shall be a multi-year  
9 plan and must cover at least the initial term of this contract and shall be submitted to the  
10 Contracting Officer within one year of the effective date of the contract. The Project  
11 Improvement Plan may be combined with the plan for water measurement improvements  
12 required in Article 11, Water Management. The District shall submit a progress report on the  
13 Project Improvement Plan to the United States annually summarizing actions that have been  
14 completed which contributed to the rehabilitation and betterment of the Project.

15 (f) The District and the Contracting Officer shall designate appropriate technical  
16 personnel to form a technical working group which will meet on a periodic basis to review  
17 ongoing Operation and Maintenance activities for the purpose of assuring that such activities are  
18 completed in a manner satisfactory to both parties. The technical working group will review  
19 proposals for additions and alterations to Project Works for technical adequacy and compliance  
20 with Reclamation standards. This technical working group shall meet on a quarterly basis  
21 initially; however, the frequency of the meetings may be varied in the future based on experience  
22 and need.

1 (g) The District shall cooperate with the Contracting Officer in implementing  
2 Reclamation's Safety of Dam(s) Program. The United States agrees to provide the District and  
3 the appropriate agency of the State or States in which the Project Works are located with design  
4 data, designs, and an operating plan for the dam(s) and related facilities.

5 ANNUAL OPERATING PLANS

6 4. (a) On or before April 1, 1998, and April 1 of each calendar year thereafter, or as  
7 otherwise agreed, the District shall submit a written annual operating plan to the Contracting  
8 Officer. The District and Reclamation shall use the first year in which this contract is in effect to  
9 develop a mutually acceptable format and establish the required contents for such annual  
10 operating plans. Each annual operating plan shall be detailed enough to allow the Contracting  
11 Officer to determine that the District will be operating in accordance with applicable laws, rules,  
12 regulations and the provisions of this contract.

13 (b) On or before two (2) dates during each calendar year to be established by  
14 mutual agreement of the parties, the District shall submit to the Contracting Officer a progress  
15 report describing the activities which have been initiated and/or completed up to the date of that  
16 report to implement the then current annual operating plan and describing any past and  
17 anticipated future significant deviations from that plan.

18 EXAMINATION AND INSPECTION OF PROJECT WORKS

19 5. (a) The Contracting Officer may upon written notice, from time to time, examine  
20 the District's books, records and reports, and the Project Works being operated by the District to  
21 assist the District in determining the condition of the Project Works, and the adequacy of the  
22 operation, maintenance, and safety of dams programs, the emergency reserve fund, and the water

1 management program. Project Works subject to examination include Project Works which were  
2 constructed by the United States and transferred to the District, and Project Works which were  
3 constructed by the District located on lands or rights-of-way of the United States, or acquired by  
4 the District for Project purposes. The Contracting Officer may, or the District may request the  
5 Contracting Officer to, conduct special inspections of any Project Works. Except in an  
6 emergency, any special inspection or audit initiated by the Contracting Officer shall be made  
7 only after written notice thereof has been delivered to the District by the Contracting Officer.

8 (b) The District shall provide access to the Project Works, operate any mechanical  
9 or electrical equipment, and be available to assist in the examinations, inspections and audits  
10 described in paragraph (a) of this Article.

11 (c) The Contracting Officer shall prepare reports based on the examinations,  
12 inspections and audits, and furnish copies of such reports and any recommendations to the  
13 District. Any deemed deficiency or remedial measures shall be handled as described in Article 3,  
14 Operation and Maintenance of Project Works.

15 (d) The costs incurred by the United States in making Operation and Maintenance  
16 examinations, inspections, and audits, and preparing associated reports and recommendations  
17 shall be recovered in accordance with Article 12, Administrative Costs.

18 (e) The Contracting Officer may invite the States of Nevada and California to  
19 observe and participate, at their own expense, in the examinations and inspections. The States  
20 may be provided copies of reports and any recommendations relating to such examinations and  
21 inspections.

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ADMINISTRATION OF FEDERAL PROJECT LANDS

6. (a) The lands and rights-of-way acquired and needed by the United States for the purposes of care, operation, and maintenance of Project Works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachments occur on Federal Project lands and rights-of-way. The District shall not issue rights-of-way across Federal Project land, issue land rights to Federal Project lands, or issue leases, licenses, permits, or special use agreements involving Federal Project land, rights-of-way, or Project Works. All such land use instruments shall only be issued by the Contracting Officer.

(b) The Contracting Officer shall consult with the District prior to issuing any land use instrument on Federal Project lands and rights-of-way and shall send a final copy to the District upon execution.

SUBSECTION I REVENUES

7. (a) Pursuant to Subsection I of the Fact Finders' Act, 43 U.S.C. 501, the total accumulated net profits, as determined by the Secretary, derived from the operation of Project power plants, leasing of Project grazing and agricultural lands, and the sale or use of town sites shall first be credited toward the construction charges associated with the Project, if any. Thereafter, the net profits from such sources may be used by the water users for Project Operation and Maintenance charges, and any remaining funds may be spent as the water users may direct. Net profits shall be paid and credited in accordance with applicable law, rule, regulation, Reclamation policy, Reclamation directive, Reclamation guideline, or Reclamation revenue crediting criteria, a copy of which shall be provided to the District by the Contracting Officer. However, the provisions of this article shall not apply to the net profits derived from the operation of the Old Lahontan Power Plant until the time specified in Article 8(b), Operation of Project Power Plant. The term "net profits" means revenues after deduction of all reasonable and necessary expenses incurred by the District in operating Project lands and Project Works.

1 (b) The District shall provide to Reclamation annually, within ninety (90) days  
2 following the close of each District fiscal year, a detailed accounting of all revenues received by  
3 the District from the use of Project lands and Project Works and all related expenses.

4 Reclamation shall provide to the District annually within ninety (90) days following the end of  
5 the Federal Government's fiscal year, a detailed accounting of revenues received from the use of  
6 Project lands and Project Works, all related expenses, and the manner in which the net profits  
7 have been credited.

#### 8 OPERATION OF PROJECT POWER PLANT

9 8. (a) The District is responsible for the Operation and Maintenance of the Old  
10 Lahontan Power Plant. In 1968, the District entered into the Agreement and Lease Between  
11 Truckee-Carson Irrigation District and Sierra Pacific Power Company dated June 28, 1968,  
12 (Power Lease), leasing all electrical facilities under District control on that date, including the  
13 Old Lahontan Power Plant Project Works, to Sierra Pacific Power Co. (Company). The United  
14 States also entered into a Contract Between the United States of America and Sierra Pacific  
15 Power Company to Accompany a Lease Between Sierra Pacific Power Company and Truckee-  
16 Carson Irrigation District dated June 28, 1968, Contract No. 14-06-200-3948A, which ratified the  
17 agreement between the District and the Company. In addition, the United States and the District  
18 entered into a license agreement License for Erection and Maintenance of Facilities on  
19 Government-Owned Land dated August 5, 1968, Contract No. 14-06-200-3996A, which  
20 provided for the use of federal lands for the electrical distribution system. These agreements  
21 shall continue in full force and effect during the term of the Power Lease between the District  
22 and Company including any extension thereof as may be agreed to by Reclamation.

1 (b) Beginning on June 29, 1998, net profits from the Old Lahontan Power Plant  
2 shall be paid, credited, and accounted for in accordance with Article 7, Subsection I Revenues.

3 FALLON INDIAN RESERVATION

4 9. (a) The parties understand that the Fallon Paiute-Shoshone Tribes (Tribe), its  
5 members, and the Fallon Indian Reservation (Reservation) have unique historical characteristics  
6 and legal rights, including special trust responsibilities by the Secretary, with respect to the  
7 delivery and use of water on the Reservation. In recognition of these special characteristics,  
8 rights and responsibilities, the Tribe and the Secretary are currently engaged in, and may  
9 hereafter engage in, the negotiation of one or more agreements (Reservation Water Agreements)  
10 regarding the delivery and use of water on the Reservation, the Operation and Maintenance of  
11 Project Works involved in such delivery and use, and related matters (collectively Reservation  
12 Water Matters). To the extent that any provision of any Reservation Water Agreement  
13 consummated by the Tribe and the Secretary is inconsistent with any provision of this Contract  
14 affecting Reservation Water Matters, the Reservation Water Agreement shall be controlling,  
15 provided the following conditions are first satisfied or, if in dispute, are resolved as provided in  
16 paragraph (b) below:

17 (1) The District has been accorded an adequate opportunity to review and  
18 comment on any proposed Reservation Water Agreement.

19 (2) The Reservation Water Agreement complies with all applicable law,  
20 regulations, rules and agreements.

21 (3) If the Reservation Water Agreement will result in additional costs to the  
22 District over and above those incurred as part of the current annual operating plan, the

1 District and Contracting Officer, shall diligently and in good faith negotiate and agree on  
2 arrangements to compensate the District for such costs.

3 (b) If a dispute should arise with respect to compliance with paragraph (a)(1)-or  
4 (a)(2) above, or the parties are unable to agree upon compensation under paragraph (a)(3)  
5 above, all differences between the parties shall be resolved in accordance with Article 16,  
6 Resolution of Disputes. In resolving such differences pursuant to Article 16, Reclamation shall  
7 proceed in close consultation with the Tribe and neither party shall object to a request by the  
8 Tribe to participate in any formal administrative hearing on the matter held under Article 16(b).

9 (c) Upon receipt of a bill therefor by July 1 of each year, the United States shall  
10 pay to the District the established annual Operation and Maintenance charges for the District  
11 activities described in this Article 9. Copies of such bills shall simultaneously be provided to the  
12 Tribe. The District shall be entitled to interest on late payment of such charges, as determined  
13 under section 3 of the Prompt Payment Act of 1988, P.L. 100-496, 31 U.S.C. 3902, and the  
14 District shall not delay or withhold service under this Article 9 because payment is not timely.

15 (d) Except to the extent otherwise provided in a Reservation Water Agreement  
16 which has become controlling as provided in paragraph (a) above, paragraphs (e) through (g) of  
17 this Article 9 shall apply to the delivery and use of water on the Reservation and the Operation  
18 and Maintenance of Project Works involved in such delivery and use.

19 (e) The District shall Operate and Maintain Project Works within the boundaries  
20 of the Reservation, as identified on Project Property and Structure (P&S) maps as described in  
21 Exhibit A, in the same manner and to the same extent as other Project Works; Provided, that the  
22 Project P&S maps shall be prepared by the parties, in close consultation with the Tribe, to assure

1 that they include all Project Works within the Reservation. If the District and Contracting  
2 Officer are unable to agree on whether particular on-Reservation facilities should be identified as  
3 Project Works on such maps, the matter shall be resolved in accordance with Article 16,  
4 Resolution of Disputes. In resolving such differences pursuant to Article 16, Reclamation shall  
5 proceed in close consultation with the Tribe and neither party shall object to a request by the  
6 Tribe to participate in any formal administrative hearing on the matter held under Article 16(b).  
7 The District shall have no obligation to pay for the development or construction of new or  
8 expanded Project Works on the Reservation.

9 (f) The District shall deliver all water necessary to satisfy water rights  
10 appurtenant to the Reservation in accordance with applicable law, regulations, rules, and  
11 agreements.

12 (g) Any request by the Tribe for delivery of water to the Reservation, for storage  
13 of such water in Project Works for subsequent delivery to the Reservation, or for Operation and  
14 Maintenance within the Reservation, that requires action at variance with the District's written  
15 rules and regulations addressing such matters outside the Reservation, shall be submitted to the  
16 Contracting Officer for approval. Immediately upon receipt of such a request the Contracting  
17 Officer shall notify and consult with the District. Such requests that are consistent with  
18 Reservation water rights shall be approved if in accordance with all applicable laws, rules,  
19 regulations, and agreements, including OCAP to the extent applicable. The District shall honor  
20 all such approved requests in a timely manner. If the District subsequently disputes an approved  
21 request on the grounds that it unlawfully impacts other Project water users, is otherwise  
22 inconsistent with applicable law, regulations, rules and agreements, or that the approved request

1 results in additional costs to the District, over and above those incurred as part of the current  
2 annual operating plan and compensation for any additional costs has not been satisfactorily  
3 agreed upon, the matter shall be resolved in accordance with Article 16, Resolution of Disputes.  
4 In resolving such disputes pursuant to Article 16, Reclamation shall proceed in close consultation  
5 with the Tribe and neither party shall object to a request by the Tribe to participate as a party in  
6 any formal administrative hearing on the matter held under Article 16(b).

7 (h) Disputes pursuant to this Article 9 shall not result in termination of this  
8 contract; Provided, that the District does not unlawfully interrupt the exercise of Reservation  
9 water rights.

#### 10 OTHER AGREEMENTS

11 10. (a) The District shall deliver water through Project Works to the Stillwater National  
12 Wildlife Refuge in accordance with the Cooperative Agreement for Delivery of Water and  
13 Payment of Operations and Maintenance Charges, Contract No. 14-48-0001-93564, between the  
14 U.S. Fish and Wildlife Service and the District; to the Carson Lake Marsh in accordance with the  
15 Cooperative Agreement for Delivery of Water and Payment of Operations and Maintenance  
16 Charges, dated June 8, 1994, between the State of Nevada, Department of Conservation and  
17 Natural Resources, Division of Wildlife and the District; to the Fallon Paiute-Shoshone Indian  
18 Reservation in accordance with Article 9, Fallon Indian Reservation.

19 (b) Any modification of existing agreements or any future agreements of the types  
20 listed in the Exhibit B which will affect Project Works or Project operations or delivery of water  
21 to Project water users shall be approved by the Contracting Officer prior to execution.

1 WATER MANAGEMENT

2 11. (a) (1) Within ten (10) months of the effective date of this contract, representatives  
3 for the District, in consultation with the representatives for the Contracting Officer, shall develop  
4 a Water Conservation Plan (Plan) that is expected to be mutually acceptable to the District and  
5 the Contracting Officer. Such Plan shall meet the Mid-Pacific Criteria for Evaluating Water  
6 Management Plans (Mid-Pacific Criteria), upgrade Project operation to reasonable levels of  
7 efficiency, providing as much assurance as reasonably possible in advance that the Efficiency  
8 Targets set forth in applicable OCAP will be met or exceeded, and be consistent with applicable  
9 federal and state law and rules and regulations; Provided, that if there are conflicts between any  
10 elements of such Mid-Pacific Criteria and any of the terms of this contract, the terms of this  
11 contract shall prevail. In the event the Plan prepared by the District is not acceptable to the  
12 Contracting Officer, the Contracting Officer shall advise the District in writing as to the changes  
13 which will make the Plan acceptable, and the District shall promptly make such changes as will  
14 make the Plan mutually acceptable. Neither party shall unreasonably withhold acceptance of the  
15 Plan. The District shall implement the Plan, to the extent of funds available under Article 11(f)  
16 and any additional funds the District chooses to expend commencing immediately after the  
17 District and the Contracting Officer exchange letters expressing their respective acceptances of  
18 such Plan. The District, in consultation with the representatives for the Contracting Officer,  
19 shall review and revise as appropriate the Plan at least once during every five year period, and  
20 each revision shall be subject to mutual acceptance by the Contracting Officer and the District in  
21 the same manner as the original plan.

1                   (2) The Plan shall include: (i) the appointment and functions of a District  
2 water conservation coordinator; (ii) the implementation of water conservation education  
3 programs for Project water users; (iii) the water measurement and accounting system to be used  
4 by the District and a water measurement component as described in 11(b); (iv) the Operation and  
5 Maintenance charging structure(s) to be used by the District to obtain sufficient Operation and  
6 Maintenance revenues from Project users while encouraging water conservation; and (v) a  
7 prioritization of activities to be performed under the Plan, an estimate of their costs, and a  
8 schedule for implementing each activity.

9                   (b) (1) The District shall continue to implement a water measurement program  
10 which will measure and account for water delivered to each Project water user. The water  
11 measurement program shall consist of the installation of water measurement devices of proven  
12 accuracy, shall be funded to the extent of funds available under Article 11(f) and any additional  
13 funds the District chooses to expend, and shall continue subject to the provisions of Article 11(e)  
14 and until deliveries to all water users are measured or until an alternative approach is approved as  
15 provided in Article 11(b)(2), whichever occurs first. The Program shall prioritize the installation  
16 of measurement devices in a manner which results in the expeditious measurement of the volume  
17 of water. The program shall be fully implemented by June 30, 2012.

18                   (2) The water measurement component required in Article 11(a)(2)(iii) as part  
19 of the Plan shall provide for the use of water measurement devices as described in Article  
20 11(b)(1) and shall include a schedule for the installation of additional water measurement devices  
21 and/or the improvement of existing devices; Provided, that the Contracting Officer may approve  
22 an alternative approach to meet the requirements of 11(b)(1), if the Contracting Officer

1 determines that the alternative approach is at least as effective as the water measurement program  
2 in measuring the water deliveries to each Project water user. Implementation of the water  
3 measurement program pursuant to Article 11(b)(1) shall continue unless an alternative approach  
4 is approved by the Contracting Officer.

5 (3) The water measurement component of the Plan shall include the  
6 following: (i) a description of current measurement and accounting practices; (ii) a needs  
7 assessment and analysis; (iii) District water measurement goals; (iv) a list of proposed activities  
8 to meet those goals and time lines for implementation of activities; (v) a program for monitoring  
9 and evaluating implemented activities; and (vi) an annual reporting process. This portion of the  
10 Plan shall be developed by California Polytechnic State University, San Luis Obispo, or another  
11 technical expert mutually acceptable to the Contracting Officer and the District, and adopted and  
12 incorporated into the Plan by action of the District.

13 (c) In order to promote water conservation, within two years of the effective date  
14 of this contract, the District shall implement a charging structure based at least in part on the  
15 quantities of water delivered to each user, unless an alternative charging structure is contained in  
16 a mutually acceptable Plan. The District shall demonstrate that any alternative structure attains  
17 the same water conservation objectives as the charging structure described above. Such structure  
18 shall be supported by appropriate technical analysis to be conducted by the University of  
19 Nevada, Reno or another expert mutually acceptable to the Contracting Officer and the District,  
20 which takes into account the following: (i) the impacts of each alternative structure on the  
21 District's ability to meet its budgetary requirements; (ii) impacts of the structure on the various  
22 users and various uses of Project water; and (iii) the impacts of establishing different rate

1 structures for different types of Project water users. Any Operation and Maintenance charging  
2 structure implemented by the District shall be based on the following criteria: (i) the structure  
3 must maintain the economic viability of the District as the uses of water in the Project change;  
4 (ii) the structure must maintain the economic viability of the water users, especially the  
5 agricultural users, taking into account their ability to pay; (iii) the structure must provide an  
6 incentive that promotes conservation goals; (iv) the structure must minimize the administrative  
7 burden on the District for implementation and administration, especially the burden of proof for  
8 quantities of water delivered prior to the attainment of the water measurement goal described  
9 above in item (3); (v) the structure must encourage actions by water users which would improve  
10 Project efficiency; and (vi) the structure must comply with applicable law.

11 (d) Reclamation intends to provide technical and financial assistance to the  
12 District for developing, reviewing and implementing the Plan as funding and staff availability  
13 permits. The District shall utilize the appropriate assistance to make improvements in the Water  
14 Conservation Plan and the Project Works. The District shall use appropriate materials provided  
15 by Reclamation to train the District staff and assist in improving the water management and  
16 conservation programs in the District, including projects identified in the OCAP or in the April,  
17 1994 Newlands Project Efficiency Study.

18 (e) The District shall establish a Water Conservation Fund (Fund) for District  
19 fiscal year 1997-98 and each District fiscal year thereafter dedicated to the implementation of the  
20 water management program as required pursuant to Article 11(b)(1). Once measurement  
21 devices are installed which accurately measure 75% of the total volume of Project water  
22 delivered each year, the Contracting Officer and the District may mutually agree that the District

1 may use the Fund for Operation and Maintenance of installed water measurement devices and for  
2 other water conservation measures such as those identified in applicable OCAP or in the April,  
3 1994 Newlands Project Efficiency Study. Notwithstanding any other provision of this subarticle,  
4 upon mutual acceptance of the Plan, the monies in the Fund shall be disbursed only in  
5 accordance with the Plan.

6 (f) The District shall pay into the Fund either: (i) monies equal to the total net  
7 profits derived from Subsection I Revenues paid to the District pursuant to Article 7, or (ii) 10%  
8 of the total revenues received by the District from Operation and Maintenance charges to water  
9 users, whichever is greater. Any unexpended balance at the end of any year shall be carried  
10 forward as additional Funds available in following years. The District shall maintain an  
11 accounting of said Fund and provide a report to the Contracting Officer on an annual basis  
12 detailing revenues which accrue to the Fund and expenditures from the Fund. Contributions to  
13 the Fund shall continue on an annual basis during the term of this contract as long as necessary to  
14 fund the actions contained in the Plan.

15 (g) (1) The District shall keep records in order to assure proper accounting and  
16 disbursement of Federal Funds credited to the District. These records shall include a full  
17 disclosure of the recipient, and the amount and disposition of each transaction wherein funds are  
18 disbursed for the purchase, installation or other transaction pertaining to conservation measures,  
19 particularly water measuring devices. The Contracting Officer shall have access for the purpose  
20 of audit and examination to any books, documents, papers, and records of the District that are  
21 pertinent to funds credited to the District by the United States.

1 (2) The District shall prepare a report documenting its progress in  
2 implementing the Plan described in this Article. The report shall be submitted annually by  
3 September 30, to account for the previous District's fiscal year's operations. The report shall  
4 account for funds spent to implement the Plan. The report shall evaluate the effectiveness of the  
5 water measuring devices installed to date of the report. The report shall also examine the  
6 District's progress in improving Project efficiency levels and make recommendations for  
7 strategies that will achieve additional progress toward meeting efficiency goals. Based on the  
8 results of the report, the Contracting Officer and the District may mutually agree to changes to  
9 the Plan.

10 ADMINISTRATIVE COSTS

11 12. (a) Each year, starting in 1998, and each year thereafter during the term of this  
12 contract, the District shall advance funds in the amount of \$18,000 to cover administrative costs  
13 incurred by the United States to perform activities necessary to implement the provisions of this  
14 contract. Such administrative costs include, but are not limited to, the following practices as they  
15 relate to administering the provisions of this contract: (i) performance reviews and audits for  
16 contract renewal; (ii) review of operating plans; (iii) review of water conservation plans; (iv)  
17 review of water measurement plans; (v) review of Project improvement plans; (vi) costs incurred  
18 in resolving minor disputes pursuant to Article 16, Resolution of Disputes; (vii) meeting  
19 attendance; (viii) general contract administration; (ix) National Environmental Policy Act  
20 (NEPA) compliance consultation; (x) Review of Operation and Maintenance inspections; and  
21 (xi) Operation and Maintenance of Lake Tahoe Dam upon transfer of said facility to the United  
22 States. When the Operation and Maintenance of the Lake Tahoe Dam is transferred to the United

1 States, the District shall have no further obligation beyond the amount specified in this paragraph  
2 for the O&M costs of Lake Tahoe Dam.

3 (b) The first payment shall be due on January 31, 1998. Thereafter the District  
4 shall advance such funds no later than December 30, of each year to cover the subsequent  
5 calendar year administrative costs. The amount of the advance of funds in subsequent calendar  
6 years shall be equal to the then current calendar year advance of funds adjusted by the rate of  
7 change of the Consumer Price Index, Pacific Cities and United States City Average, all urban  
8 consumers for the West cities of 50,000 to 330,000 population, as prepared by the United States  
9 Bureau of Labor Statistics for the twelve (12) month period ending on October 1, of the year in  
10 which the advance of funds is due.

11 (c) In addition to the funds advanced in 12(a) above, the District shall reimburse  
12 to the United States by September 30, of each calendar year the amount of additional  
13 administrative costs incurred by the United States in the preceding year which were caused by  
14 the District's failure or refusal to employ accepted accounting and management practices  
15 associated with implementing the provisions of this contract in regard to those items described in  
16 subarticle 12(a). Prior to incurring such additional administrative costs the Contracting Officer  
17 shall inform the District of the reason why such additional costs are to be incurred, an estimate of  
18 the costs to be incurred, and a breakdown of the accounting categories to which the costs will be  
19 applied. The District shall first be afforded an opportunity to avoid such additional costs.  
20 Should the District disagree with the reason or the amount of the additional administrative costs,  
21 then said disagreement shall be resolved as a minor dispute in accordance with Article 16,  
22 Resolution of Disputes.

1 CHARGES FOR DELINQUENT PAYMENTS

2 13. (a) The District shall be subject to interest, administrative and penalty charges on  
3 delinquent installments or payments. When a payment is not received by the due date, the  
4 District shall pay an interest charge for each day the payment is delinquent beyond the due date.  
5 When a payment becomes sixty (60) days delinquent, the District shall pay an administrative  
6 charge to cover additional costs of billing and processing the delinquent payment. When a  
7 payment is delinquent ninety (90) days or more, the District shall pay an additional penalty  
8 charge of 6 percent per year for each day the payment is delinquent beyond the due date.  
9 Further, the District shall pay any fees incurred for debt collection services associated with a  
10 delinquent payment.  
11

12 (b) The interest charge rate shall be the greater of the rate prescribed quarterly in  
13 the Federal Register by the Department of the Treasury for application to overdue payments, or  
14 the interest rate of 0.5 percent per month prescribed by Section 6 of the Reclamation Project Act  
15 of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and  
16 remain fixed for the duration of the delinquent period.  
17

18 (c) When a partial payment on a delinquent account is received, the amount  
19 received shall be applied, first to the penalty, second to the administrative charges, third to the  
20 accrued interest, and finally to the overdue payment.  
21

22 (d) Payments due to the District shall be made by the United States within thirty  
23 (30) days of receipt of an invoice by the Contracting Officer. The District shall be entitled to  
24 collect interest as determined by Section 3 of the Prompt Payment Act of 1988, P.L. 100-496, 31  
25 U.S.C. 3902, on any invoice not paid within thirty (30) days of receipt. Payment shall be  
26 considered as being made on the day a check is dated or an electronic funds transfer is made.  
27 When a partial payment is made to the District on a delinquent account, the amount received  
28 shall be applied, first to the accrued interest and then to the overdue payment. Invoices  
29 submitted to the Contracting Officer shall contain adequate detail to allow verification of  
30 charges.  
31  
32

EMERGENCY RESERVE FUND

1  
2 14. (a) Commencing with the execution of this contract, the District shall accumulate  
3 and maintain an emergency reserve fund, which the District shall keep available to pay costs  
4 incurred during periods of special stress caused by droughts, storms, earthquakes, floods, or other  
5 unanticipated emergencies which threaten or cause physical damage to Project Works and/or  
6 interruption of water delivery, or pose significant threats to public safety and/or property.

7 (b) The District shall accumulate the emergency reserve fund with annual deposits  
8 or investments of not less than \$20,000 to the State of Nevada Investment Fund in accordance  
9 with District budget and investment policy; Nevada Revised Statutes; and rules and procedures  
10 adopted pursuant thereto. Such funds may also be invested in a federally insured interest or  
11 dividend bearing account; or in securities guaranteed by the Federal Government; Provided, that  
12 money in the emergency reserve fund shall be available within a reasonable time to meet  
13 expenses for such purposes as those identified in paragraph (d). Such annual deposits to the  
14 emergency reserve fund shall continue until the minimum amount of \$300,000 has been  
15 accumulated. Following an emergency expenditure from the fund, the annual deposits shall  
16 continue from the year following the emergency expenditure until the previous minimum balance  
17 is restored. After the initial amount is accumulated or after the previous balance is restored, the  
18 annual deposits may be discontinued.

19 (c) Upon mutual agreement between the District and the United States, the  
20 minimum emergency reserve fund may be adjusted to account for risk and uncertainty stemming  
21 from the size and complexity of the project; the size of the annual Operation and Maintenance

1 budget; additions to, deletions from, or changes in Project Works; and Operation and  
2 Maintenance costs not contemplated when this contract was executed.

3 (d) The District may make expenditures from the emergency reserve fund only for  
4 meeting unusual Operation and Maintenance costs incurred during those periods of special stress  
5 described in paragraph (a), and any unforeseen extraordinary Operation and Maintenance costs,  
6 unusual or extraordinary repair or replacement costs, and betterment costs (in situations where  
7 recurrence of severe problems can be eliminated) during such periods of special stress. The  
8 District shall notify the United States prior to each expenditure from the emergency reserve fund.  
9 Whenever the emergency reserve fund is reduced below the current balance by expenditures  
10 therefrom, the District shall restore that balance by the accumulation of annual deposits, as  
11 specified in paragraph (b).

12 (e) On or before September 15 of each year, the District shall provide an annual  
13 statement of the emergency reserve fund account to the United States.

#### 14 WORK REQUESTED BY THE DISTRICT

15 15. In addition to all other payments to be made by the District pursuant to this contract,  
16 the District shall pay the United States an agreed upon advance payment based on anticipated  
17 costs for specific items of direct cost to be incurred by the United States pursuant to a request by  
18 the District for work to be performed by the Bureau of Reclamation and evidenced by a  
19 statement of work and work order prepared by the District and agreed to by the United States.  
20 Such direct costs shall include a percentage for administrative and general overhead in  
21 accordance with written Bureau of Reclamation policy and procedures. Work shall be completed  
22 at the agreed upon cost as provided in the work order promptly upon payment of the agreed

1 amount. Any change in the scope of work or the statement of work that would require additional  
2 costs shall be handled as a separate request.

### 3 RESOLUTION OF DISPUTES

4 16. The Contracting Officer shall make determinations necessary to administer this  
5 contract consistent with the provisions of this contract and the applicable laws, rules, and  
6 regulations of the United States and the State of Nevada. Such determinations shall be made in  
7 consultation with the District to the extent reasonably practicable. The parties to this contract  
8 recognize that from time to time disputes may arise over the administration and interpretation of  
9 various provisions of this contract and the parties agree to attempt to resolve these disputes as  
10 expeditiously as reasonably possible. The procedures set forth below in this Article shall not  
11 apply to disputes regarding the interpretation and/or implementation of the OCAP. Where the  
12 terms of this contract provide for actions to be based upon the opinion or determination of either  
13 party to this contract, said terms shall not be construed as permitting such action to be predicated  
14 upon arbitrary, capricious, or unreasonable opinions or determinations. Disputes which arise  
15 under this contract shall be characterized as either minor disputes or vital disputes. A minor  
16 dispute is a dispute which is not identified by either party as being serious enough to justify the  
17 termination of the contract if resolution cannot be achieved in a reasonably short time period. A  
18 vital dispute is a dispute which is identified by either party as being serious enough to justify  
19 termination of this contract if resolution cannot be achieved in a reasonably short time period.  
20 The complaining party shall identify the dispute as either a minor dispute or a vital dispute in the  
21 initial notification provided pursuant to paragraph (a) or (b) of this Article. If the complaining

1 party identifies a dispute as a minor dispute the responding party shall have ten (10) days to  
2 identify the dispute as a vital dispute.

3 (a) Minor disputes shall be resolved in the following manner: (i) the complaining  
4 party shall notify the other party in writing, of the particulars of the dispute, in accordance with  
5 paragraph (a)(1) of this Article; (ii) representatives of Reclamation and the District shall meet  
6 and attempt to resolve the dispute within thirty (30) days of the receipt of the notice; (iii) if the  
7 dispute is not resolved within said thirty (30) days, an alternative dispute resolution process  
8 described in paragraph (a)(2) of this Article shall be applied; and (iv) if resolution is not achieved  
9 in the alternative dispute resolution process the dispute shall be resolved by the decision of the  
10 Commissioner based on all existing documentation regarding the dispute.

11 (1) Notice shall be by certified mail, return receipt requested or equivalent  
12 method, and shall state with specificity: (i) the provision(s) of this contract believed to be  
13 violated; (ii) the action(s) which the complainant believes constitute a breach of this contract;  
14 (iii) the reason(s) that the complaining party believes that a cure is warranted; and (iv) the  
15 action(s) that the complainant believes are necessary to cure the violation.

16 (2) The alternative dispute resolution process to be used shall be agreed to by  
17 the parties and may include: establishment of a review committee made up of representatives of  
18 other entities which have an interest in the Project to hear the dispute, securing the services of an  
19 impartial facilitator to facilitate discussions between the parties, or other methods as shall be  
20 agreed to by the parties based on the specific dispute.

21 (b) Vital disputes shall be resolved in the following manner: (i) the complaining  
22 party shall notify the other party, in writing, of the particulars of the dispute in accordance with

1 paragraph (b)(1) of this Article; (ii) the recipient of such notice shall have ten (10) working days  
2 to respond in writing; (iii) if the recipient does not agree to the cure provided in the notice, an  
3 independent Reclamation employee, qualified by education and/or experience, shall be selected  
4 within forty-five (45) calendar days of issuance of the notice in accordance with paragraph (b)(2)  
5 of this Article to serve as hearing officer at a formal administrative hearing; (iv) the hearing  
6 officer shall present a recommended decision to the Commissioner; and (v) the Commissioner  
7 shall make the final decision and notify the parties in writing. Where appropriate, such decision  
8 shall describe the method and manner of cure and specify the time frame in which the cure shall  
9 be completed. Such decision may also provide that the contract shall be terminated as provided  
10 in Article 17, Termination of Contract, if the cure is not completed within the time frame  
11 specified. At any time during this dispute resolution process prior to the submittal of the  
12 recommendation of the hearing officer to the Commissioner a designated representative of the  
13 District may meet with a designated representative of Reclamation to resolve the vital dispute.  
14 Prior to the submittal of the decision of the hearing officer to the Commissioner the District may  
15 also request that the Contracting Officer meet with representatives of the United States Fish and  
16 Wildlife Service, Nevada Division of Wildlife, Churchill County, Town of Fernley, City of  
17 Fallon, Fallon Paiute Shoshone Indian Tribes, Newlands Water Protective Association, Lahontan  
18 Valley Environmental Alliance, and/or any other entity with an interest in the dispute in an  
19 attempt to resolve the vital dispute. It is the intent of the parties to this contract, that vital  
20 disputes be resolved pursuant to this subarticle as expeditiously as is reasonably possible to avoid  
21 the necessity of terminating this contract.

1 (1) Notice shall be by certified mail, return receipt requested or equivalent  
2 method, and shall state with specificity: (i) the provision(s) of this contract believed to be  
3 violated; (ii) the action(s) which the complainant believes constitute a breach of this contract;  
4 (iii) the reason(s) that the complaining party believes that a cure is warranted; and (iv) the  
5 action(s) that the complainant believes are necessary to cure the violation including the time  
6 period in which the cure is to be effected.

7 (2) The hearing officer shall be selected from within Reclamation by mutual  
8 agreement of the parties. In the event agreement on a specific hearing officer cannot be reached  
9 by the parties, each party shall nominate one such person and the nominated persons shall select  
10 a third person to act as hearing officer. The rules and procedures for appeals governing matters  
11 heard by the Office of Hearings and Appeals of the Department of the Interior shall be applicable  
12 to the hearing and recommended determination of the hearing officer designated pursuant to this  
13 paragraph.

14 (3) The decision of the Commissioner shall be final for the purposes of  
15 judicial review upon the date of receipt of written notice by the parties hereto. In the event that  
16 receipt is not simultaneous, the date of latest receipt shall govern.

17 (c) If the Contracting Officer determines, in connection with the resolution of any  
18 vital dispute, that the continued operation of the Project or any specified Project Works thereof,  
19 in accordance with the disputed practice poses an imminent threat to life, threatens major  
20 property damage, or will result in an irretrievable loss of natural resources, the Contracting  
21 Officer will so notify the District, in writing. Unless the District agrees, in writing, within the  
22 time frame specified in that notice to operate the Project or the specific Project Works in question

1 in the manner specified in the written notice from the Contracting Officer during the time period  
2 specified in such notice, the United States shall take over the Operation and Maintenance of the  
3 Project or the Project Works specified in said notice pending the resolution of the vital dispute.

4 (d) A dispute may be changed from a vital dispute to a minor dispute by mutual  
5 agreement of the parties at any time during the dispute resolution process. In the event of such a  
6 change, the dispute shall thereafter be processed pursuant to paragraph (a) of this Article.

7 (e) The cost incurred by Reclamation in resolving minor disputes shall be  
8 considered administrative costs under Article 12; Administrative Costs. The final decision in all  
9 vital dispute resolution processes shall include a determination of the respective costs or portions  
10 of the cost of the dispute resolution process to be borne by each party.

#### 11 TERMINATION OF CONTRACT

12 17. (a) This contract may be terminated, in whole or in part, at any time prior to its  
13 expiration either pursuant to Article 16(b), Resolution of Disputes, or alternatively as set forth in  
14 Article 17(b).

15 (b) The Commissioner may terminate the contract in whole or in part upon a  
16 determination that the District is operating the Project in substantial violation of one or more  
17 provisions in the applicable OCAP, applicable Federal law, or a written directive or  
18 determination of the Federal Water Master. Before the Commissioner takes such action, the  
19 Contracting Officer shall notify the District in writing of the intent to terminate the contract and  
20 the grounds for the proposed termination. The District shall have ten (10) working days  
21 following receipt of notification from the Contracting Officer to respond in writing to the  
22 notification. If the Contracting Officer determines that the District's response does not

1 sufficiently justify its contested operation of the Project or that the District has not agreed to cure  
2 the contested operation in a timely manner, if such cure is available, the Contracting Officer may  
3 request that the Commissioner issue a written notice of contract termination to the District, in  
4 accordance with this subarticle.

5 (c) If the Commissioner issues a written determination described in subarticle  
6 17(b), such determination shall specify the effective date of the termination; Provided, that such  
7 effective date shall not be less than forty-five (45) days after the date of the written determination  
8 and; Provided further, that the effective date of the termination may be extended by mutual  
9 agreement of the parties.

10 (d) During the period between the date of the Commissioner's written  
11 determination described in subarticle 17(b) and the effective date of the termination described in  
12 subarticle 17(c), if the District files an action in the United States District Court for the District  
13 of Nevada contesting the Commissioner's determination and seeking an order staying the  
14 effective date of the termination, and/or requesting temporary and/or permanent injunctive relief,  
15 absent a Court order staying the termination of this contract or a final Court order temporarily or  
16 permanently restraining such termination, the Contracting Officer and the District shall cooperate  
17 in developing a procedure and schedule for the transfer of the Project Works back to the United  
18 States in such a manner so as to reduce insofar as possible the detrimental impacts of the contract  
19 termination on the Project water users.

## 20 LIABILITY

21 18. (a) The District shall hold harmless the United States, its officers, agents and  
22 employees from legal liability for damages of any nature whatsoever arising out of any actions or

1 omissions by the District, its officers, agents and employees related to the care, Operation and  
2 Maintenance of the Project Works since December 18, 1926, where such liability is caused by an  
3 error or omission of the District, its officers, agents or employees.

4 (b) Within thirty (30) days of receipt by either party of any claim for liability  
5 arising from actions within the scope of this contract, the party receiving the claim shall notify  
6 the other party of such claim and provide a copy of the claim to the other party, if it is in written  
7 form. Nothing in this article shall be construed to limit the right of either party to assert such  
8 affirmative defenses and file such cross complaints as may be appropriate in relation to any claim  
9 affecting the liability of such party.

#### 10 WATER SHORTAGES

11 19. (a) If there is a reduction in the quantity of Project water available to the District  
12 for distribution to Project water users resulting from drought, errors in operation or any other  
13 cause whatsoever, including compliance with legal mandates, no liability for money damages or  
14 monetary compensation shall accrue in favor of the District against the United States or any of its  
15 officers, agents or employees for any damage, direct or indirect, arising therefrom. Nothing in  
16 this subarticle shall create, expand, diminish, abolish or otherwise alter any rights the District  
17 may have to seek equitable relief from a court of competent jurisdiction against the United  
18 States. Nothing in this subarticle shall create, expand, diminish, abolish or otherwise alter the  
19 rights of any Project water user to pursue any legal remedy such water user may have against the  
20 United States.

21 (b) The District shall include in any future Project water right applications and/or  
22 certificates approved and/or issued by the District for new Project water rights as a condition for

1 the use or entitlement to the use of such water, that the user of such water commits in writing not  
2 to assert in any claim or in any lawsuit relating to the Project water which is the subject of such  
3 water right applications and/or certificates that the United States is liable for money damages or  
4 monetary compensation for any failure to deliver water resulting from drought, errors in  
5 operation, or any other cause whatsoever, including compliance with legal mandates.

#### 6 TRANSFER OF PROJECT WORKS

7 20. Nothing in this contract is intended or shall be construed to restrict the District's right  
8 to pursue transfer of all rights, title, and interest in and to the Project contracts, water rights, land,  
9 and easements for all canals, drains, and regulating reservoirs which are not required for the  
10 protection of Lahontan Dam and Reservoir, Derby Diversion Dam or Lake Tahoe Dam.

#### 11 OPERATION AND MAINTENANCE OF LAKE TAHOE DAM

12 21. Either party may provide notice to the other party that responsibility for the Operation  
13 and Maintenance of Lake Tahoe Dam shall be transferred from the District to the United States at  
14 the end of 120 days from the date of said notice, and such responsibility shall be transferred at  
15 the end of the 120 day period. During the period between the date of the notice and the effective  
16 date of the transfer the parties shall cooperate to arrange for the orderly transition of the  
17 Operation and Maintenance responsibility. In the event that such transfer of the Operation and  
18 Maintenance responsibilities for Lake Tahoe Dam occurs, the Dam and its associated works will  
19 be operated and maintained and water is to be released from the Dam in accordance with the Orr  
20 Ditch Decree, which includes the Truckee River Agreement, and the Truckee River General  
21 Electric Decree or in accordance with any modifications of said decrees in the future, as  
22 approved by a court of competent jurisdiction.

1 COMPLIANCE WITH APPLICABLE REQUIREMENTS

2  
3 22. (a) The parties agree that the delivery of irrigation water or the use of Federal  
4 facilities pursuant to this contract is subject to applicable provisions of Reclamation law, as  
5 amended and supplemented, including, but not limited to, the Reclamation Reform Act of 1982  
6 (Public Law 97-293).

7  
8 (b) Unless a court of competent jurisdiction orders otherwise:

9 (1) The District shall operate the Project in accordance with all  
10 applicable statutes, rules and regulations and with the OCAP.

11 (2) The District shall administer Project lands and Project Works in  
12 accordance with all applicable statutes, rules and regulations.

13 (3) The District shall comply with determinations made by the  
14 Contracting Officer to administer this contract that the Contracting Officer determines are  
15 consistent with the terms of this contract, the applicable laws and related rules and regulations of  
16 the United States and applicable water right decrees, as such laws, rules, regulations and decrees  
17 currently exist and are hereafter modified. The Contracting Officer shall consult with the District  
18 to the extent reasonably practicable prior to making such determinations. The Contracting  
19 Officer's determinations are subject to Article 16, Resolution of Disputes or judicial challenge.

20 (c) (1) Nothing in this contract shall constitute a waiver by the District of any  
21 right available to it under law: (i) to seek administrative or judicial review of any of the terms or  
22 conditions contained in the current OCAP or any OCAP issued during the term of this  
23 agreement; or (ii) to challenge the applicability of any law, rule, regulation, determination or  
24 modification of a water right decree.

1                   (2) The provisions of Article 11, Water Management, are not intended and  
2 shall not be construed as an acknowledgment by the District of the validity or reasonableness of  
3 the Efficiency Targets set forth in any applicable OCAP.

4   NONWAIVER OF RIGHTS

5                   23. The parties hereto agree that nothing herein shall be construed as a waiver of any right  
6 or remedy at law or in equity or of any right to pursue administrative or judicial remedies  
7 provided for in any statute or regulation or at law. The parties hereto further agree that no  
8 provision herein shall be deemed to affect any litigation or matter between or among any of the  
9 parties hereto pending before any court or administrative body at the time of execution of this  
10 contract, to be a waiver of any position in any litigation or proceeding, or to be an admission  
11 regarding any position of any party in said litigation or proceeding. Any final judgement by a  
12 court of competent jurisdiction or any uncontested determination by an administrative body in  
13 any litigation or proceeding pending at the time of execution of this contract pertaining to any  
14 matter herein shall govern the application, interpretation, and enforcement of said matter through  
15 this contract.

16   DUTY OF REASONABLENESS

17                   24. There is imposed on the parties hereto a duty of good faith and reasonableness and  
18 where this agreement provides for action(s) to be taken in the discretion of a party hereto, that  
19 discretion shall be exercised reasonably and in good faith.

20   WATER AND AIR POLLUTION CONTROL

21                   25. The District, in carrying out this contract, shall comply with all applicable water and  
22 air pollution laws and regulations of the United States and the States of California and Nevada,

1 and shall obtain all required permits or licenses from the appropriate Federal, State, or local  
2 authorities.

3  
4 QUALITY OF WATER

5  
6 26. The United States does not warrant the quality of water and is under no obligation to  
7 construct or furnish water treatment facilities to maintain or better the quality of water.

8  
9 CLEAN AIR AND WATER

10  
11 27. (a) The District shall comply with applicable provisions as follows:

12  
13 (1) To comply with all the requirements of Section 114 of the Clean Air Act,  
14 as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604) and Section 308 of the  
15 Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-  
16 500), respectively, relating to inspection, monitoring, entity, reports, and information, as well as  
17 other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act,  
18 respectively, and all regulations and guidelines issued thereunder before the execution of this  
19 contract.

20  
21 (2) That no portion of the work required by this contract will be performed in  
22 a facility listed on the Environmental Protection Agency List of Violating Facilities on the date  
23 when this contract was executed unless and until the EPA eliminates the name of such facility or  
24 facilities from such listing.

25  
26 (3) To use its best efforts to comply with clean air standards and clean water  
27 standards at the facility where the contract work is being performed.

28  
29 (4) To insert the substance of the provisions of this article into any nonexempt  
30 subcontract, including this paragraph (a)(4).

31  
32 (b) The terms used in this article have the following meanings:

33  
34 (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857  
35 et seq., as amended by Public Law 91-604).

36  
37 (2) The term "Water Act" means Federal Water Pollution Control Act, as  
38 amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

39  
40 (3) The term "clean air standards" means any enforceable rules, regulations,  
41 guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are  
42 contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order  
43 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act

1 [42 U.S.C. 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or  
2 Section 111(d), respectively, of the Air Act [42 U.S.C. 1857 c-6(c) or (d)], or an approved  
3 implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 1857c-7(d)].  
4

5 (4) The term "clean water standards" means any enforceable limitation,  
6 control, condition, prohibition, standard, or other requirement which is promulgated pursuant to  
7 the Water Act or contained in a permit issued to a discharger by the Environmental Protection  
8 Agency or by a State under an approved program, as authorized by Section 402 of the Water Act  
9 (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as  
10 required by Section 307 of the Water Act (33 U.S.C. 1317).  
11

12 (5) The term "comply" means compliance with clean air or water standards.  
13 Comply shall also mean compliance with a schedule or plan ordered or approved by a court of  
14 competent jurisdiction, the Environmental Protection Agency or an air or water pollution control  
15 agency in accordance with the requirements of the Air Act or Water Act and regulations issued  
16 pursuant thereto.  
17

18 (6) The term "facility" means any building, plant, installation, structure, mine,  
19 vessel or other floating craft, location or site of operations, owned, leased, or supervised by a  
20 contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where  
21 a location or site of operations contains or includes more than one building, plant, installation, or  
22 structure, the entire location or site shall be deemed to be a facility except where the Director,  
23 Office of Federal Activities, Environmental Protection Agency, determines that independent  
24 facilities are collocated in one geographical area.  
25

## 26 HAZARDOUS MATERIALS

27

28 28. (a) The District shall comply with all applicable Federal, State, and local laws and  
29 regulations, and Reclamation policies and instructions, existing or hereafter enacted or  
30 promulgated, concerning any hazardous material that will be used, produced, transported, stored  
31 or disposed of on or in lands, waters or facilities owned by the United States or administered by  
32 Reclamation.  
33

34 (b) "Hazardous material" means any substance, pollutant or contaminant listed as  
35 hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act  
36 of 1980, as amended, 42 U.S.C. § 1901, *et seq.*, and the regulations promulgated pursuant to that  
37 Act.  
38

39 (c) The District may not knowingly allow contamination of lands, waters or  
40 facilities owned by the United States or administered by Reclamation by hazardous materials,  
41 thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine  
42 tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides),  
43 pesticide containers or any other pollutants.

1 (d) The District shall report to Reclamation, within 24 hours of becoming aware  
2 of its occurrence, any event which may or does result in pollution or contamination adversely  
3 affecting lands, water or facilities owned by the United States or administered by Reclamation.  
4

5 (e) Any intentional violation of any of the provisions of this Article shall  
6 constitute grounds for initiation of the procedure for immediate termination of this contract and  
7 shall make the District liable for the cost of full and complete remediation and/or restoration of  
8 any Federal resources or facilities that are adversely affected as a result of the violation.  
9

10 (f) The District agrees to include the provision contained in paragraphs (a)  
11 through (e) of this Article in any subcontract or third party contract it may enter into pursuant to  
12 this contract.  
13

14 (g) Reclamation agrees to provide information necessary for the District, using  
15 reasonable diligence, to comply with the provision of this Article.  
16

#### 17 PRIVACY ACT COMPLIANCE

18

19 29. (a) The District shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (the Act)  
20 and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et seq.) in  
21 maintaining landholder acreage certification and reporting records, required to be submitted to  
22 the District for compliance with sections 206 and 228 of the Reclamation Reform Act of 1982  
23 (96 Stat. 1266), and pursuant to 43 CFR 426.10.  
24

25 (b) With respect to the application and administration of the criminal penalty  
26 provisions of the Act (5 U.S.C. 552a(l)), the District and the District's employees responsible  
27 for maintaining the certification and reporting records referenced in (a) above are considered to  
28 be employees of the Department of the Interior. See 5 U.S.C. 552a(m).  
29

30 (c) The Contracting Officer or a designated representative shall provide the  
31 District with current copies of the Interior Department Privacy Act regulations and the Bureau of  
32 Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--  
33 Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of  
34 information contained in the landholders' certification and reporting records.  
35

36 (d) The Contracting Officer shall designate a full-time employee of the Bureau of  
37 Reclamation to be the System Manager who shall be responsible for making decisions on denials  
38 pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The District is  
39 authorized to grant requests by individuals for access to their own records.  
40

41 (e) The District shall forward promptly to the System Manager each proposed  
42 denial of access under 43 CFR 2.64, and each request for amendment of records filed under 43  
43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager

1 with information and records necessary to prepare an appropriate response to the requester.  
2 These requirements do not apply to individuals seeking access to their own certification and  
3 reporting forms filed with the District pursuant to 43 CFR 426.10, unless the requester elects to  
4 cite the Privacy Act as authority for the request.  
5

## 6 EQUAL OPPORTUNITY

7

8 30. During the performance of this contract, the District agrees as follows:  
9

10 (1) The District will not discriminate against any employee or applicant for  
11 employment because of race, color, religion, sex, or national origin. The District will  
12 take affirmative action to ensure that applicants are employed, and that employees are  
13 treated during employment, without regard to their race, color, religion, sex, or national  
14 origin. Such action shall include, but not be limited to, the following: Employment,  
15 upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or  
16 termination; rates of pay or other forms of compensation; and selection for training,  
17 including apprenticeship. The District agrees to post in conspicuous places, available to  
18 employees and applicants for employment, notices to be provided by the Contracting  
19 Officer setting forth the provisions of this nondiscrimination clause.  
20

21 (2) The District will, in all solicitations or advertisements for employees  
22 placed by or on behalf of the District, state that all qualified applicants will receive  
23 consideration for employment without discrimination because of race, color, religion, sex,  
24 or national origin.  
25

26 (3) The District will send to each labor union or representative of workers  
27 with which it has a collective bargaining agreement or other contract or understanding, a  
28 notice, to be provided by the Contracting Officer, advising the said labor union or  
29 workers' representative of the District's commitments under Section 202 of Executive  
30 Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous  
31 places available to employees and applicants for employment.  
32

33 (4) The District will comply with all provisions of Executive Order No. 11246  
34 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of  
35 the Secretary of Labor.  
36

37 (5) The District will furnish all information and reports required by said  
38 amended Executive Order and by the rules, regulations, and orders of the Secretary of  
39 Labor, or pursuant thereto, and will permit access to its books, records, and accounts by  
40 the Contracting Officer and the Secretary of Labor for purposes of investigation to  
41 ascertain compliance with such rules, regulations, and orders.  
42

1 (6) In the event of the District's noncompliance with the nondiscrimination  
2 clauses of this contract or with any of the said rules, regulations, or orders, this contract  
3 may be canceled, terminated, or suspended, in whole or in part, and the District may be  
4 declared ineligible for further Government contracts in accordance with procedures  
5 authorized in said amended Executive Order, and such other sanctions may be imposed  
6 and remedies invoked as provided in said Executive Order, or by rule, regulation, or order  
7 of the Secretary of Labor, or as otherwise provided by law.  
8

9 (7) The District will include the provisions of paragraphs (1) through (7) in  
10 every subcontract or purchase order unless exempted by the rules, regulations, or orders  
11 of the Secretary of Labor issued pursuant to Section 204 of said amended Executive  
12 Order, so that such provisions will be binding upon each subcontractor or vendor. The  
13 District will take such action with respect to any subcontract or purchase order as may be  
14 directed by the Secretary of Labor as a means of enforcing such provisions, including  
15 sanctions for noncompliance: Provided, however, That in the event the District becomes  
16 involved in, or is threatened with, litigation with a subcontractor or vendor as a result of  
17 such direction, the District may request the United States to enter into such litigation to  
18 protect the interests of the United States.  
19

#### 20 BOOKS, RECORDS AND REPORTS

21  
22 31. The District shall establish and maintain accounts and other books and records  
23 pertaining to administration of the terms and conditions of this contract, including: the District's  
24 financial transactions, water supply data, Project operation, maintenance and replacement logs,  
25 and Project land and right-of-way use agreements; the water users' land-use (crop census),  
26 landownership, land-leasing and water-use data; and other matters that the Contracting Officer  
27 may require. Reports thereon shall be furnished to the Contracting Officer in such form and on  
28 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and  
29 regulations, each party to this contract shall have the right during office hours to examine and  
30 make copies of the other party's books and records relating to matters covered by this contract.  
31

#### 32 CONFIRMATION OF CONTRACT

33  
34 32. The District, after the execution of this contract, shall promptly seek to secure a  
35 decree of a court of competent jurisdiction of the State of Nevada, confirming the execution of  
36 this contract. The District shall furnish the United States a certified copy of the final decree, the  
37 validation proceedings, and all pertinent supporting records of the court approving and  
38 confirming this contract, and decreeing and adjudging it to be lawful, valid, and binding on the  
39 District. This contract shall not be binding on the United States until such final decree has been  
40 secured.  
41  
42  
43

1                                    **CERTIFICATION OF NONSEGREGATED FACILITIES**

2  
3            33. The District hereby certifies that it does not maintain or provide for its employees any  
4 segregated facilities at any of its establishments, and that it does not permit its employees to  
5 perform their services at any location, under its control, where segregated facilities are  
6 maintained. It certifies further that it will not maintain or provide for its employees any  
7 segregated facilities at any of its establishments, and that it will not permit its employees to  
8 perform their services at any location, under its control, where segregated facilities are  
9 maintained. The District agrees that a breach of this certification is a violation of the Equal  
10 Opportunity clause in this contract. As used in this certification, the term "segregated facilities"  
11 means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating  
12 areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking  
13 fountains, recreation or entertainment areas, transportation, and housing facilities provided for  
14 employees which are segregated by explicit directive or are in fact segregated on the basis of  
15 race, creed, color, or national origin, because of habit, local custom, or otherwise. The District  
16 further agrees that (except where it has obtained identical certifications from proposed  
17 subcontractors for specific time periods) it will obtain identical certifications from proposed  
18 subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from  
19 the provisions of the Equal Opportunity clause; that it will retain such certifications in its files;  
20 and that it will forward the following notice to such proposed subcontractors (except where the  
21 proposed subcontractors have submitted identical certifications for specific periods):  
22

23                                    **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT**  
24                                    **FOR CERTIFICATION OF NONSEGREGATED FACILITIES**  
25

26            A Certification of Nonsegregated Facilities must be submitted prior to the award of a  
27 subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal  
28 Opportunity clause. The certification may be submitted either for each subcontract or for all  
29 subcontracts during a period (i.e. quarterly, semiannually, or annually). Note: The penalty for  
30 making false statements in offers is prescribed in 18 U.S.C. 1001.  
31

32                                    **CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**  
33

34            34. The expenditure or advance of any money or the performance of any obligation of the  
35 United States under this contract shall be contingent upon appropriation or allotment of funds.  
36 Absence of appropriation or allotment of funds shall not relieve the District from any obligations  
37 under this contract. No liability shall accrue to the United States in case funds are not  
38 appropriated or allotted.  
39  
40  
41  
42  
43

1                    ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED  
2

3                    35. The provisions of this contract shall apply to and bind the successors and assigns of  
4 the parties hereto, but no assignment or transfer of this contract or any right or interest therein  
5 shall be valid until approved in writing by the Contracting Officer.  
6

7                    OFFICIALS NOT TO BENEFIT  
8

9                    36. No Member of, or Delegate to Congress, Resident Commissioner or official of the  
10 District shall benefit from this contract other than as a water user or landowner in the same  
11 manner as other water users or landowners.  
12

13                    COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS  
14

15                    37. (a) The District shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C.  
16 2000d), Section 504 of the Rehabilitation Act of 1975 (P.L. 93-112, as amended), the Age  
17 Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and any other applicable civil rights laws,  
18 as well as with their respective implementing regulations and guidelines imposed by the U.S.  
19 Department of the Interior and/or Bureau of Reclamation.  
20

21                    (b) These statutes require that no person in the United States shall, on the grounds  
22 of race, color, national origin, handicap, or age, be excluded from participation in, be denied the  
23 benefits of, or be otherwise subjected to discrimination under any program or activity receiving  
24 financial assistance from the Bureau of Reclamation. By executing this contract, the District  
25 agrees to immediately take any measures necessary to implement this obligation, including  
26 permitting officials of the United States to inspect premises, programs, and documents.  
27

28                    (c) The District makes this agreement in consideration of and for the purpose of  
29 obtaining any and all Federal grants, loans, contracts, property discounts or other Federal  
30 financial assistance extended after the date hereof to the District by the Bureau of Reclamation,  
31 including installment payments after such date on account of arrangements for Federal financial  
32 assistance which were approved before such date. The District recognizes and agrees that such  
33 Federal assistance will be extended in reliance on the representations and agreements made in  
34 this article, and that the United States reserves the right to seek judicial enforcement thereof.  
35

36                    SEVERABILITY

37                    38. In the event that a final judicial decision is entered by a court of competent  
38 jurisdiction holding that a provision in this contract is legally invalid or unenforceable, the  
39 parties to this contract shall use their best efforts to (i) within thirty (30) days of the date of such

1 final court decision identify by mutual agreement the provisions in this contract which are  
2 affected by the court decision, and (ii) within three (3) months thereafter promptly agree on the  
3 appropriate revision(s) to the contract. The time periods specified above may be extended by  
4 mutual agreement of the parties. Pending the completion of the actions designated above, to the  
5 extent they can do so without violating any applicable provisions of law, the parties shall  
6 continue to perform pursuant to the provisions of this contract which were not found to be legally  
7 invalid or unenforceable in the final court decision. If the parties do not agree on the appropriate  
8 revisions within the time period specified in item (ii) above, or any extension thereof, this  
9 contract shall terminate sixty (60) days following the expiration of such time period, unless the  
10 District and the Commissioner, within such sixty (60) day period, mutually agree in writing that  
11 the contract shall not terminate. The parties shall have the opportunity during the sixty (60) day  
12 period to exchange views on whether the contract should terminate, and the views of the District  
13 shall be considered by the Commissioner.

#### 14 NOTICES

15 39. Any notice, demand, or request authorized or required by this contract shall be  
16 deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered  
17 to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage Way,  
18 Sacramento, California 95825-1898, and on behalf of the United States, when mailed, postage  
19 prepaid, or delivered to the Board of Directors of the Truckee-Carson Irrigation District, P.O.  
20 Box 1356, Fallon, Nevada 89407-1356. The designation of the addressee or the address may be  
21 changed by notice given in the same manner as provided in this article for other notices.

1 IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year

2 first above written.

3  
4 DEPARTMENT OF THE INTERIOR  
5 OFFICE OF REGIONAL SOLICITOR  
6 *James E. Tinsley*  
7 APPROVED AS TO LEGAL  
8 FORM AND SUFFICIENCY

THE UNITED STATES OF AMERICA

By *Robert K. Patterson*  
Regional Director, Mid-Pacific Region  
Bureau of Reclamation

TRUCKEE-CARSON IRRIGATION DISTRICT

10  
11  
12  
13  
14  
15  
16 (SEAL)

By *Ted deBraga*  
Ted deBraga, President, Board of Directors

17  
18  
19  
20  
21  
22 Attest:

*James J. Harding*  
Secretary-Treasurer

**\* \* RESOLUTION \* \***

WHEREAS, the Truckee-Carson Irrigation District (District) is a quasi-municipal political subdivision of the State of Nevada which distributes water for the irrigation of lands in the Newlands Project, and

WHEREAS, the District Board of Directors has negotiated the "CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE TRUCKEE-CARSON IRRIGATION DISTRICT PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE NEWLANDS PROJECT" with the Bureau of Reclamation, and

WHEREAS, the Board of Directors of the District at the meeting of October 7, 1996, authorized an election by qualified water users to approve such contract on November 5, 1996, and

WHEREAS, the water users approved such contract by a majority vote of 1730 yes and 506 no, and

WHEREAS, the Bureau of Reclamation has confirmed that the Department of Interior did approve the contract for signature by the United States by its November 1, 1996 letter. (attached)

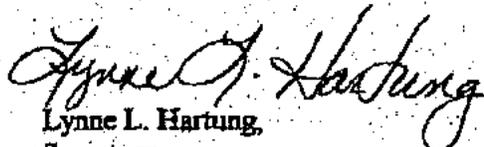
NOW THEREFORE BE IT RESOLVED: that the Board of Directors of the Truckee-Carson Irrigation District hereby approves the "CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE TRUCKEE-CARSON IRRIGATION DISTRICT PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE NEWLANDS PROJECT", and

BE IT FURTHER RESOLVED: that the Board of Directors of the Truckee-Carson Irrigation District hereby authorizes Ted deBraga, President of said Board of Directors, to execute said contract in its behalf.

I, Lynne L. Hartung, Secretary of the Truckee-Carson Irrigation District, do hereby certify that the foregoing is a full, true and correct copy of a Resolution of the Board of Directors of the Truckee-Carson Irrigation District passed at a regular meeting of the said Directors held on November 18, 1996, at which meeting all of the Directors of said District were present and all seven of said Directors voted in favor of said Resolution.

I further certify that the number of Directors of the Truckee-Carson Irrigation District is seven.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the Truckee-Carson Irrigation District of Fallon, Nevada, this 18th day of November, 1996.

  
Lynne L. Hartung,  
Secretary



United States Department of the Interior

BUREAU OF RECLAMATION  
Lahontan Basin Area Office  
P.O. Box 640  
Carson City NV 89702

FILE COPY

IN REPLY REFER TO

LO-100  
WTR-4.00

NOV 1 1996

RECEIVED  
NOV 01 1996  
TCID

Lyman McConnell, Project Manager  
Truckee-Carson Irrigation District  
P.O. Box 1356  
Fallon, Nevada 89407

Subject: Changes to Draft O&M Contract Dated October 17, 1996

Dear Lyman,

As you are aware, Reclamation's public comment period on the proposed Operations and Maintenance Contract between the Truckee-Carson Irrigation District (District) and the United States closed on Friday, October 25, 1996. During this past week, Reclamation has been carefully reviewing the comments to determine whether any changes are needed to the draft contract dated October 17, 1996. In that review, we have identified several changes which we believe are warranted. Enclosed in redline/strikeout format, is a copy of each page where changes have been made to the October 17, 1996 draft of the contract. I have received verbal assurance from John Leahy, Department of the Interior Solicitor, that with these changes, the October 17, 1996 draft form of contract is acceptable to the Washington office and will be approved for execution.

We are providing these changes to you, as we have agreed, so that the Board may determine whether or not to proceed with the election of November 5, 1996. We do not believe the modifications made constitute a substantial change to the form of contract dated October 17, 1996 which was presented to the District water right holders for their approval. I trust the Board will consider these modifications acceptable and decide to proceed with the scheduled election.

Please advise me of the Board's decision at your earliest convenience. Should you have any questions concerning these changes, please give me a call.

Sincerely,

  
Ann Ball, Area Manager  
Lahontan Basin Area Office

Enclosure

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
@ Station 114	Wasteway	Yes	19	27	21	1372	0	varies	iu	No			0.33L	
1-A BR1 of	Drain	Yes	18	28	35	4655	0	70	iu	No			0.4L	Portion of drain in SESE has been relocated
1-A BR1 of	Drain	Yes	18	28	35	800	0	100	iu	No			0.4L	
12Br2	Drain	Yes	18	29	18	2600	0	50	iu	No			0.5R	Portion in NESE is not maintained
1A ExtBr1	Drain	Yes	18	28	26	5600	0	80	iu	No			0.4L	
1st East	Drain	Yes	19	29	25	5234	0	50	iu	No			0.16R	Has been tiled
1st S/E	Drain	Yes	18	29	8	2900	0	30	iu	No			0.19L	Filled in.
A	Canal	Yes	18	28	5	4900	0	150	iu	Yes	1890		0.21L	Name needs updating from AA Line to A Line
A	Lateral	No	19	28	33	1154	0	50	nm	No			0.21R	Does not exist
A	Lateral	No	19	27	33	4590	0	varies	nm	Yes	CPRY		0.24R	Does not exist
A Line	Canal	Yes	19	29	35	2640	0	100	iu	No			0.7L	
A Line	Canal	Yes	18	29	38	5280	0	55	iu	No	1890		0.7L	
A Line	Canal	Yes	18	29	34	5280	0	85	iu	No	Deed		0.7L	N2NW4 Bk9Pg400 8/27/07/N2NE4Bk9dPg216
A Line	Canal	Yes	18	28	25	2400	0	150	iu	No			0.5L	
A Line	Canal	Yes	19	29	35	2640	0	69	iu	No	Deed		0.7L	N2NW4 Bk 110 pg 120
A Line	Canal	Yes	18	28	23	5500	0	150	iu	No	Deed		0.4R	Bk9 Pg 480 12/14/07
A Line	Canal	Yes	18	28	10	2600	0	150	iu	No	1890		0.20L	
A Line	Canal	Yes	18	28	24	3400	0	200	iu	No			0.6R	
A Line	Canal	Yes	18	29E	30	5600	0	150	iu	No			0.5L	
A Line	Canal	Yes	18	29	29	6200	0	150	iu	No			0.6L	
A Line	Canal	Yes	17	29	1	2687	0	50	iu	Yes			0.117R	Change name
A Line	Canal	Yes	18	28	9	3820	0	150	iu	No			0.21L	
A Line	Canal	Yes	18	28	14	2100	0	150	iu	No			0.4R	Bk 9 Pg 480
A Line	Canal	Yes	18	28	15	5800	0	150	iu	No	1890		0.4R	
A Line	Canal	Yes	18	28	4	4009	0	150	iu	No	1890		0.21L	
A Line	Canal	Yes	19	28	32	5413	0	150	iu	No			0.21R	
A-19-1	Lateral	Yes	17	29	2	2497	0	50	iu	Yes			0.117R	Change name
A-4	Lateral	Yes	18	28	9	6760	0	60	iu	No			0.21L	
A1	Lateral	Yes	19	28	32	2627	0	50	iu	No			0.21R	
A1	Lateral	Yes	18	28	5	4100	0	60	iu	No			0.21L	
A1	Lateral	Yes	18	28	4	6750	0	60	iu	Yes	1890		0.21L	Lateral in NW1/4 has been relocated
A1 BR2	Drain	Yes	20	25	18	1101	0	70	iu	No	1890		0.80L	
A10	Lateral	No	18	28	23	790	0	60	nm	No			0.4R	Ditch has been filled in
A11	Lateral	Yes	18	28	24	2600	0	60	iu	No			0.5R	
A12	Lateral	Yes	18	29E	30	5400	0	50	iu	No			0.5L	Portion in SWSW abandoned by document
A13	Lateral	Yes	18	29E	30	3000	0	60	iu	No			0.5L	Portion in NENW has been relocated
A14	Lateral	No	18	29E	30	1400	0	50	A	Yes			0.5L	
A15	Lateral	Yes	18	29	29	2000	0	80	iu	No			0.6L	
A15	Lateral	Yes	18	29	32	5400	0	80	iu	No			0.6L	Bk12 Pg21 3-19-14
A15	Lateral	Yes	17	29	5	7512	0	50	iu	Yes			0.119R	Add name to map
A15	Lateral	Yes	17	29	8	2955	0	80	iu	Yes	Deed		0.119R	Change name bk12D pg25 3-21-14
A15	Lateral	Yes	18	29	31	4600	0	80	iu	No			0.5L	
A15-1	Lateral	Yes	17	29	8	2657	0	60	iu	Yes			0.119R	Change name
A16	Lateral	No	17	29	4	2527	0	70	nm	No			0.118R	Relocated-Change name

11/21/96

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
A17	Lateral	Yes	18	29	33	2200	0.60		iu	No			0.6L	
A18	Lateral	Yes	18	29	34	6000	0.60		iu	No			0.7L	
A18	Lateral	Yes	17	29	3	2766	0.50		iu	Yes			0.118R	Change name
A19	Lateral	Yes	19	29	35	3972	0.65		iu	No	Vested		0.7L	
A19	Lateral	Yes	19	29	35	2882	0.60		iu	No	Vested		0.7L	
A19-1	Lateral	Yes	19	29	35	5820	0.65		iu	No	Vested		0.7L	
A2	Lateral	Yes	18	28	8	4500	0.60		iu	No	1890		0.21L	
A2	Lateral	Yes	18	28	6	700	0.100		iu	No	1890		0.22L	
A2	Lateral	Yes	18	28	5	2100	0.60		iu	No			0.21L	
A2	Lateral	Yes	18	28	6	1600	0.60		iu	No	1890		0.22L	
A2	Lateral	Yes	18	28	5	3200	0.100		iu	Yes	1890		0.21L	Lateral in NW1/4 has been relocated
A2-1	Lateral	Yes	18	28	8	1260	0.60		NM	Yes	1890		0.21L	Portion in NWNW filled in
A2-1	Lateral	Yes	18	28	5	700	0.60		?	Yes			0.21L	
A20	Lateral	Yes	18	29	36	3960	0.Varies		iu	No	1890		0.7L	
A21	Lateral	Yes	18	29	36	7860	0.65		iu	No	1890		0.7L/8L	
A3	Lateral	Yes	18	28	5	3200	0.60		iu	Yes	1890		0.21L	Lateral has been relocated-ditch overlaps A Line
A3	Lateral	No	19	28	34	756	0.50		nm	No			0.20R	
A4	Lateral	Yes	18	28	16	350	0.60		iu	No	Dead		0.3R	Check bk216 pg884
A4	Lateral	Yes	18	28	5	3600	0.60		iu	Yes	1890		0.21L	Lateral in NW1/4 NE1/4 has been relocated
A4	Lateral	Yes	18	28	4	1800	0.60		iu	No			0.21L	
A4-1	Lateral	Yes	18	28	5	350	0.60		iu	No			0.21L	
A4-2	Lateral	Yes	18	28	9	1280	0.60		iu	No	1890		0.21L	
A4-3	Lateral	Yes	18	28	9	370	0.60		iu	No			0.21L	
A5	Lateral	Yes	18	28	10	4300	0.60		iu	No	1890		0.20L	
A5	Lateral	Yes	18	28	9	2300	0.60		iu	No			0.21L	
A5	Lateral	Yes	18	28	4	500	0.60		iu	Yes			0.21L	Lateral has been relocated-ok on p&s-change name
A5	Lateral	Yes	18	28	15	3500	0.70		iu	No	1890		0.4R	
A5-1	Lateral	Yes	18	28	10	2500	0.60		iu	No			0.20L	
A5-1	Lateral	Yes	18	28	10	1600	0.30		iu	No	1890		0.20L	Portion in SWNE is a purchase. Remainder is 1890act
A5-1	Lateral	Yes	18	28	9	512	0.60		iu	No			0.21L	
A5-1	Lateral	Yes	18	28	3	900	0.60		iu	No	1890		0.20L	
A5-1	Lateral	Yes	18	28	3	1600	0.30		iu	No	1890		0.20L	
A5-2	Lateral	Yes	18	28	10	4800	0.60		iu	Yes			0.20L	
A6	Lateral	Yes	18	28	16	1400	0.60		iu	No	1890		0.3R	
A6	Lateral	Yes	18	28	16	2200	0.100		iu	No	1890		0.3R	
A6	Lateral	Yes	18	28	10	200	0.100		iu	No	1890		0.20L	
A6	Lateral	Yes	18	28	9	1600	0.100		iu	No			0.21L	
A7	Lateral	Yes	18	28	15	650	0.60		iu	No	1890		0.4R	
A8	Lateral	Yes	18	28	14	2500	0.60		iu	No			0.4R	
A9	Lateral	Yes	18	28	23	3800	0.100		iu	No	Deed		0.4R	Bk9 Pg480 12/14/07
A9	Lateral	No	19	27	33	475	0.60		nm	Yes	CPRY		0.24R	Does not exist
A9-1	Lateral	Yes	18	28	23	600	0.60		iu	No			0.4R	
A9-2	Lateral	Yes	18	28	23	724	0.60		iu	No	Deed		0.4R	Bk9 Pg480 12/14/07
A9-2	Lateral	No	18	28	26	1900	0.60		nm	Yes			0.4L	Bk 9 pg480-filled in 12-14-07

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
A9-3	Lateral	Yes	18	28	26	1000	0.60		iu	No			0.4L	
A9-3	Lateral	Yes	18	28	27	5200	0.60		iu	No	1890		0.4L	Portion in W2SE4 filled in & farmed
A9-4	Lateral	Yes	18	28	26	5000	0.60		iu	No			0.4L	Bk9 pg 480
A9-4	Lateral	Yes	18	28	35	1400	0.60		iu	No			0.4L	Portion overlaps old F4 lateral easement
A9-5	Lateral	Yes	18	28	35	3950	0.50		iu	No			0.4L	
A9-5	Lateral	Yes	18	28	28	4400	0.100		iu	No			0.4L	
Ahiborn	Drain	Yes	18	29	12	1650	0.50		iu	Yes	1890		0.16L	Needs to be extended on map to match physical ditch
Alyn	Drain	Yes	18	28	12	3400	0.50		iu	No			0.19L	
B	Drain	Yes	18	28	3	1500	0.50		iu	No	1890		0.20L	
B5 Lateral	Wasteway	Yes	18	28	3	250	0.30		iu	No			0.20L	
Baker	Lateral	Yes	19	28	10	454	0.60		iu	No	1890		0.36R	
Bass	Drain	Yes	18	28	11	500	0.50		iu	No			0.20L	
Bass	Slough	Yes	18	28	10	0	0.0	Varies	iu	No			0.20L	Is an overflow pond on Bass Ranch fed by Bass Drain
Bell	Lateral	Yes	19	28	6	3800	0.60		nm	Yes			0.35R	Part still in use-check P&S map
Bell	Lateral	No	20	28	31	5135	0.60		a	No	CPRY		0.60L	
Bell ext	Lateral	No	32	20	28	1300	0.60		nm	Yes	1890		0.60L	Does not exist
Bix	Drain	No	18	28	2	700	0.25		?	Yes	Deed		0.20L	Bk 8 misc pg 583 no final agmt for conveyance
Br 1 Femley 1	Drain	Yes	20	24	12	4650	0.100		iu	Yes	1890		0.80L	Portion is piped
Br Carson Lake 1	Drain	No	17	28	1	2985	0.50		nm	Yes			0.120R	Does not exist
BR Deep	Drain	Yes	19	36	29	1035	0.50		iu	No			0.16R	
BR F2	Drain	Yes	20	29	34	4000	0.60		iu	No			0.66L	
Br Cf	Drain	Yes	17	29	18	2706	0.50		iu	No			0.119R	
Br Gummow	Drain	Yes	18	28	26	1600	0.60		iu	No			0.4L	
Br Gummow	Drain	Yes	18	28	22	4300	0.80		iu	No			0.4R	
BR Gummow	Drain	Yes	18	28	27	3000	0.50		iu	No			0.4L	
BR Hagen	Drain	Yes	19	28	33	478	0.50		iu	No			0.21R	
BR Hazen	Drain	No	20	26	33	2600	0.100		nm	Yes	1890		0.65L	Does not exist
Br Holmes	Drain	No	17	28	13	1294	0.60		nm	Yes			0.120L	Does not exist
Br Holmes	Drain	Yes	17	28	13	1085	0.60		iu	No			0.120L	
BR L Deep	Drain	Yes	18	29	7	1650	0.50		iu	No			0.19L	
BR L Deep	Drain	Yes	18	29	34	3150	0.60		iu	No			0.7L	
Br New Riv	Drain	Yes	19	29	33	1450	0.100		iu	No	Deed		0.18R	E2 8-7-7 Bk9D pg310
Br Piute	Drain	Yes	19	30	19	1550	0.25		iu	No			0.41L	
BR Piute BR 3	Drain	Yes	19	30	13	1320	0.50		iu	No			0.43L	
Br Ponte	Drain	Yes	19	29	8	1000	0.50		iu	Yes			0.38R	Actual drain path varies from map
BR S1	Drain	Yes	19	30	22	11721	0.60		iu	Yes	1890		0.42L	Add name & correct location of pt in SWNW
BR S2c BR3	Drain	Yes	19	30	22	2500	0.60		iu	No			0.42L	Another branch of this drain not shown on P&S map
BR S5a	Drain	Yes	19	30	9	2140	0.60		nm	Yes			0.42R	Change name-portion is now R10 lateral
BR S6	Drain	Yes	19	30	16	2020	0.45		iu	Yes	1890		0.41L	Change name
Br SD	Drain	Yes	19	29	30	1320	0.100		iu	No			0.19R	
Br SFork	Drain	Yes	18	28	14	4570	0.60		iu	No			0.4R	
BR Stillwater Slough	Drain	Yes	19	31	5	11820	0.80		iu	No			0.44R	
Br Upper Piute	Drain	Yes	19	30	20	3740	0.60		iu	No			0.16R	
BR Upper Piute	Drain	Yes	19	30	10	3345	0.60		iu	Yes			0.42R	Change name

## Exhibit A

11/21/96

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
BR1	Drain	Yes	18	29	31	1400	0.50		iu	No		0.5L		Portion in SESW abandoned by doc/Bk190Pg667 1-6-
BR1 A	Drain	Yes	19	28	29	1095	0.50		iu	Yes		0.21R		Drain has been extended
BR1 Conley	Drain	Yes	17	29	4	1043	0.50		iu	No		0.118R		
BR1 ext	Drain	No	19	29	2	1234	0.50		nm	No		0.40R		Does not physically exist
BR1 Ext Piute	Drain	Yes	19	29	24	6866	0.50		iu	No		0.40L		
BR1 Kent Lake ext	Drain	Yes	19	30	3	5145	0.100		iu	No		0.42R		
BR1 of Harmon 2	Drain	Yes	19	29	35	3423	0.50		iu	No		0.17R		
BR1-BR1	Drain	Yes	20	24	13	350	0.100		iu	Yes	1890	0.80L		
BR1Carson Lk BR3	Drain	No	17	29	5	5552	0.50		a	No		0.119R		abandoned by document
BR1LwrDiag	Drain	Yes	18	29	24	2850	0	Varies	iu	No	1890	0.8R		
BR1LwrDiag	Drain	Yes	18	29	13	5280	0.60		iu	Yes		0.8R		
Br1ofBR1ex	Drain	Yes	18	28	26	2900	0.80		iu	Yes		0.4L		Portion E2ofNE4 is filled in
BR2 Carson Lake B	Drain	No	18	29	32	3500	0.60		A	No		0.6L		Abandoned by document
Br2NewRive	Drain	Yes	18	29	3	2770	0.50		iu	No	1890	0.17L		Overlaps L line Canal easement
BR3	Drain	No	19	30	22	925	0.60		nm	Yes		0.42L		
BR3CarsonL	Drain	Yes	18	29	31	1800	0.50		iu	No		0.5L		
Br8LwrDiag	Drain	Yes	18	29	4	1600	0.50		iu	No		0.18L		
Branch 1	Drain	Yes	18	28	9	2784	0.100		iu	No		0.21L		
Branch F1	Drain	Yes	19	29	2	1250	0.50		iu	No		0.40R		
Branch L Deep	Drain	Yes	18	28	12	3800	0.100		iu	No		0.19L		
Branch Ld	Drain	Yes	18	28	1	2200	0.50		iu	No		0.19L		There are 2 Branch Ld drains in sec f
Branch Ld	Drain	Yes	18	28	1	1300	0.50		iu	No		0.19L		There are 2 Branch Ld drains in sec f
Branch Stillwater	Slough	Yes	19	30	34	725	0.150		iu	Yes		0.14R		Change name
Branch2	Drain	Yes	18	28	16	825	0.100		iu	No		0.3R		
BRExtPiute	Drain	Yes	19	29	24	6866	0.50		iu	No		0.40L		
Br1a	Drain	Yes	19	28	28	600	0.50		nm	No		0.21R		
BRL2	Drain	Yes	18	29	18	1800	0.50		iu	No		0.5R		
BrNewRiver	Drain	Yes	18	29	3	1450	0.60		iu	No		0.17L		
BrNewRiver	Drain	Yes	18	29	1	2620	0.45		iu	No	1890	0.16L		
BrNewRiver	Drain	Yes	18	29	2	6600	0.50		iu	No		0.17L		
Browder	Lateral	No	18	28	34	1302	0.60		nm	No	1890	0.4L		
BRS2	Wasteway	Yes	19	30	2	1200	0.60		iu	No		0.43R		
BrS2 Ext	Drain	Yes	19	30	14	2700	0.60		iu	No		0.43R		
BrThoma	Drain	Yes	18	28	14	1837	0.60		iu	No		0.4R		
BrThoma	Drain	Yes	18	28	11	2000	0.60		iu	No		0.20L		
BrUprW/S	Drain	Yes	18	28	7	1340	0.100		iu	No		0.22L		
BrUprW/S	Drain	Yes	18	28	8	5700	0.100		iu	No		0.21L		
BrUprW/S	Drain	No	18	28	8	1450	0.100		NM	Yes		0.21L		Contact property owner for formal abandonment
BrUprW/S	Drain	Yes	18	28	9	500	0.50		iu	No		0.21L		Recorded part this sect-part in sect 16
BRW/S	Drain	Yes	18	28	6	650	0.100		iu	No		0.22L		
BS	Lateral	No	19	28	33	1144	0.60		nm	No		0.21R		Does not exist
Buck	Lateral	No	19	29	3	1343	0.80		nm	No	1890	0.39R		Does not physically exist
Buerer	Drain	Yes	19	29	25	1254	0.50		iu	No		0.16R		
BX 1	Lateral	No	18	28	29	1154	0.50		nm	No		0.21R		

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
C	Lateral	No	18	28	21	3599	0.60		nm	No	1890		0.3R	
C	Lateral	No	18	28	16	2800	0.60		nm	No			0.3R	
C	Lateral	No	18	28	8	3200	0.60		A	No	1890		0.21L	
C	Drain	No	19	29	4	1612	0.50		nm	No	1890		0.39R	Does not physically exist
C	Lateral	No	19	29	4	3373	0.60		nm	No	1890		0.39R	
C1	Lateral	No	19	29	3	5761	0.50		A	No			0.39R	Abandoned by doc Bk216 pg 894 2-14-83
C1	Drain	No	18	29	6	2600	0.50		nm	No	1890		0.19L	Most of drain does not physically exist
C2	Lateral	No	18	28	8	4800	0.60		A	No	1890		0.21L	
C2a	Drain	Yes	18	29	7	5200	0.50		iu	No	1890		0.19L	
C2c	Lateral	No	18	29	8	1320	0.60		nm	No	1890		0.18L	
C3	Lateral	No	18	28	8	3100	0.60		A	No	1890		0.21L	
C3	Lateral	No	18	28	16	4910	0.60		nm	No			0.3R	
C3C	Lateral	Yes	18	29	17	5600	0.60		iu	No	1890		0.6R	
C4a	Drain	Yes	18	29E	30	1000	0.50		iu	No			0.5L	
C4aBR	Drain	Yes	18	29	19	2600	0.50		iu	No			0.5R	
C4B	Drain	Yes	18	29	29	2400	0.50		iu	No			0.6L	NENW Pg213 1-4-87 Bk9 SENW Bk9 Pg529
C7	Lateral	No	18	28	8	1900	0.60		A	No	1890		0.21L	
CA	Lateral	No	18	28	8	6400	0.60		A	No	1890		0.22L	
CA	Lateral	No	18	28	7	6000	0.60		A	No	1890		0.22L	
Cabin	Drain	Yes	17	29	16	5333	0.50		iu	Yes			0.116R	Need to draw on map
Carson	River	Yes	19	29	4	0	0	varies	iu	No			0.56L	To Wolf dam
Carson	River	Yes	19	27	23	6500	0	varies	iu	No			0.33L	
Carson	River	Yes	19	27	24	6500	0	varies	iu	Yes			0.34L	Check location
Carson	River	Yes	20	29	21	0	0	varies	iu	No			0.58R	To Wolf dam
Carson	River	Yes	20	29	28	0	0	varies	iu	No			0.58R	To Wolf dam
Carson	River	Yes	19	26	33	1682	0	varies	iu	No			0.26R	
Carson	River	Yes	20	29	34	0	0	varies	iu	No			0.56R	To Wolf dam
Carson	River	Yes	19	27	22	7200	0	varies	iu	No			0.33L	
Carson	River	Yes	20	29	28	7472	0	varies	iu	No			0.56R	
Carson	River	Yes	19	27	21	6000	0	varies	iu	Yes			0.33L	
Carson	River	Yes	20	29	33	0	0	varies	iu	No			0.56R	To Wolf dam
Carson	River	Yes	19	27	25	1555	0	varies	iu	No			0.33L	
Carson	River	Yes	19	26	34	6109	0	varies	iu	No			0.26R	
Carson	River	Yes	19	29	3		0	varies	iu	No			0.56L	To Wolf dam
Carson	River	Yes	19	26	24	1350	0	varies	iu	No			0.31L	
Carson	River	Yes	20	29	33	1413	0	varies	iu	Yes			0.56L	Has been rerouted
Carson	River	Yes	19	28	28	6440	0	varies	iu	No			0.21R	
Carson	River	Yes	19	27	20	4140	0	varies	iu	Yes			0.32L	
Carson	River	Yes	19	29	4	5960	0	varies	iu	No			0.39R	
Carson	River	Yes	19	29	9	5453	0	varies	iu	No			0.39R	
Carson	River	Yes	19	29	19	6570	0	varies	iu	No			0.38L	
Carson	River	Yes	19	29	16	1400	0	varies	iu	Yes			0.39L	
Carson	River	Yes	19	27	29	2600	0	varies	iu	No			0.33L	
Carson	River	Yes	20	29	21	5960	0	varies	iu	No			0.56R	

Facility Name	Description	Necessary	Township	Range	Section	Length (Width)	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Carson	River	Yes	19	27	18	2000	0 varies	iu	No				
Carson	River	Yes	19	28	30	0	0 Varies	iu	Yes			032L	Below diversion dam
Carson	River	Yes	19	29	20	4000	0 Varies	iu	No			022R	Part in NW/NW need correction
Carson	River	Yes	19	26	36	597	0 varies	iu	No			038L	
Carson	River	Yes	19	28	25	2450	0 Varies	iu	Yes			036R	
Carson	River	Yes	19	26	35	10308	0 varies	iu	No			019R	
Carson	River	Yes	19	29	17	6800	0 Varies	iu	No			036R	
Carson Lake	Drain	No	17	29	8	1224	0.50	nm	No			038L	
Carson Lake	Drain	Yes	17	29	16	3612	0.50	nm	Yes			0119R	Change name-does not exist
Carson Lake	Drain	Yes	17	29	8	5293	0.50	iu	No			0118R	
Carson Lake	Drain	Yes	17	29	1	2637	0.60	iu	No			0118R	
Carson Lake 1 BR1	Drain	No	17	29	8	1562	0.50	iu	No			0117R	
Carson Lake 1 Ext	Drain	Yes	18	29	31	3600	0.50	iu	Yes			0119R	Does not exist
Carson Lake 1.0 de	Drain	Yes	17	28	1	9313	0.80	iu	No			05L	
Carson Lake 1BR1	Drain	Yes	17	29	7	1303	0.50	iu	No			0120R	
Carson Lake A1 ext	Drain	Yes	17	28	1	697	0.50	iu	No			0119R	
Carson Lake A1 ext	Drain	Yes	17	28	2	3224	0.50	iu	No			0120R	
Carson Lake BR 3	Drain	Yes	18	29	31	4800	0.50	iu	No			0120R	
Carson Lake BR 4	Drain	Yes	18	29	32	4800	0.50	iu	No			05L	
Carson Lake Br1	Drain	No	17	29	8	1333	0.50	iu	No			05L	Portion in SESW is not maintained
Carson Lake BR3	Drain	Yes	17	29	8	3244	0.50	nm	Yes			0119R	Does not exist
Carson Lake BR3	Drain	Yes	17	29	5	2965	0.50	iu	No			0119R	
Carson Lake Deep	Drain	Yes	18	29	32	10400	0.100	iu	No			0119R	
Carson Lake Deep	Drain	Yes	18	29E	30	8800	0.50	iu	No			06L	Overlaps A16 lateral
Carson Lake Deep	Drain	Yes	17	29	4	5393	0.80	iu	Yes			05L	Ext easement on P&S-ditch within A line easement
Carson Lake Deep	Drain	Yes	17	29	6	5413	0.80	iu	No			0118R	
Carson Lake Deep	Drain	Yes	18	29	31	2800	0.100	iu	No			0118R	
Carson Lake Deep	Drain	Yes	17	28	12	2657	0.80	iu	No			05L	
Carson Lake1 BR2	Drain	No	17	29	8	3960	0.50	nm	Yes			0120R	
Carson Lk 1 BR2	Drain	No	17	29	7	298	0.50	nm	No			0119R	Does not exist
Carson Lk 1-aBR1	Drain	Yes	17	28	1	2627	0.77	iu	No			0119R	
Carson Lk A1 ext	Drain	Yes	17	28	12	836	0.50	iu	No			0120R	
Carson Lk Br2	Drain	Yes	17	29	5	3144	0.80	iu	No			0120R	
Carson Lk1 BR2	Drain	Yes	17	29	8	2657	0.50	iu	Yes			0119R	Portion does not exist
Carson Lake	Drain	Yes	18	28	25	1000	0.100	iu	Yes			0119R	Portion has been relocated
Carson Lk 1-aExtBr1	Drain	No	17	28	2	5104	0.70	iu	No			05L	
Carson LKBR	Drain	No	18	29	32	1200	0.50	nm	Yes			0120R	Does not exist
Casebolt	Drain	Yes	19	30	26	876	0.50	iu	Yes			06L	Appears to have been filled in
Casebolt	Drain	Yes	19	30	23	2700	0.50	iu	No			043L	
CL 1 Ext	Drain	Yes	18	28	36	4000	0.50	iu	No			05L	
CL 1-A Ext	Drain	Yes	18	28	36	400	0.50	iu	No			05L	
Clb	Drain	Yes	18	29	5	5078	0.50	iu	No			05L	
Clevenger	Drain	Yes	18	28	35	2400	0.50	iu	No			018L	
Cline	Drain	Yes	18	29E	30	2200	0.50	iu	No			04L	
								iu	No			05L	

Exhibit A

11/21/96

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Conley	Drain	No	17	29	4	4688	0.80		a	No		0.118R		Portion abandoned 6/22/79
Coverston	Drain	Yes	17	29	9	3781	0.50		iu	Yes		0.118R		Portion does not exist
Cuvas Back East	Lateral	Yes	20	31	33	3475	0.60		nm	Yes		0.51L		Maintained by USFW
D	Lateral	No	19	27	33	4360	0.60		nm	Yes	CPRY	0.24R		Does not exist
D Line	Canal	Yes	19	29	3	5463	0.80		iu	No	1890	0.39R		Has been relocated
D Line	Canal	Yes	19	29	4	3005	0.80		iu	No		0.39R		Has been relocated
D Line	Canal	Yes	20	29	26	6030	0.150		iu	Yes		0.56L		Only portion in SE SW physically exists
D Line	Canal	Yes	20	29	35	5761	0.150		iu	No	1890	0.56L		
D Line	Canal	Yes	20	29	34	3244	0.150		iu	No	VWR	0.56L		
D Line	Canal	Yes	19	29	2	1274	0.50		iu	No		0.40R		
D1	Drain	No	18	29	3	1470	0.50		nm	No	1890	0.17L		
D1	Lateral	No	19	29	20	4836	0.50		nm	No	1890	0.39R		Does not physically exist
D1	Lateral	Yes	19	29	3	6728	0.60		iu	No		0.39R		
D1	Lateral	Yes	20	29	34	4716	0.60		iu	Yes		0.56L		Change name
D1	Lateral	No	19	29	10	965	0.50		nm	No	1890	0.39R		Has been relocated
D16	Drain	No	18	29	10	5230	0.45		nm	Yes	1890	0.17L		Ditch does not physically exist
D1b	Lateral	No	18	29	10	4901	0.60		nm	Yes	1890	0.17L		Watermaster wants ditch abandoned
D1c	Lateral	No	18	29	10	5230	0.50		nm	Yes	1890	0.17L		Ditch does not physically exist
D1x	Drain	Yes	18	29	4	2640	0.60		iu	No	1890	0.18L		
D2	Lateral	Yes	19	29	2	3871	0.50		iu	No		0.40R		
D2	Lateral	No	18	29	10	5230	0.60		nm	Yes	1890/Deed	0.17L		N2NW,NWNE 1890/WENE Bk9Pg276/Ditch does not
D2	Lateral	Yes	20	29	35	1483	0.50		iu	Yes	1890	0.56L		Change name
D2x	Drain	Yes	18	29	9	4693	0.55		iu	No	1890	0.18L		
D3	Drain	No	18	29	15	5280	0.50		nm	Yes	1890	0.7R		Does not exist
D3	Lateral	No	18	29	15	2635	0.60		nm	Yes	1890	0.7R		Does not exist
D3	Lateral	Yes	20	29	26	5960	0.60		iu	Yes		0.56L		Change name
D3	Lateral	Yes	20	29	27	5802	0.60		iu	Yes	1890	0.56L		Change name
D3	Drain	No	18	29	16	2600	0.50		A	Yes		0.6R		
D3-1	Lateral	Yes	20	29	27	1751	0.60		iu	Yes	1890	0.56L		Change name
D3A	Drain	No	18	29	18	4009	0.60		nm	Yes		0.6R		Drain does not physically exist
D3b	Lateral	Yes	18	29	15	5050	0.60		iu	Yes	1890	0.7R		Portion in NWNW does not exist
D3b	Drain	No	18	29	15	5280	0.60		nm	Yes	1890	0.7R		Does not exist
D3c	Lateral	No	18	29	15	5280	0.60		nm	Yes	1890	0.7R		Does not exist
D3X	Drain	Yes	18	29	16	5000	0.50		iu	Yes	1890	0.6R		Portion in SESW abandoned by document
D4	Lateral	No	18	29	22	3900	0.60		nm	No	1890	0.7R		
D4b	Drain	No	18	29	22	5280	0.45		nm	No	1890	0.7R		Does not physically exist
D4c	Lateral	No	18	29	22	5280	0.50		nm	No	1890	0.7R		Does not physically exist
D59	Drain	Yes	18	29	28	5400	0.50		iu	Yes		0.6L		Bk9 Pg 215 & 400
D5b	Lateral	No	18	29	27	5280	0.60		nm	No	Dead	0.7L		W2NW4 Bk9Pg235/W2SW4 Bk9 Pg400
D5x	Drain	Yes	18	29	28	5200	0.50		iu	No		0.6L		Bk 9 Pg 215 1-11-07
Dalton	Drain	Yes	17	28	12	3284	0.50		iu	No		0.120R		
Danielson Ranch	Drain	Yes	19	29	34	3333	0.50		iu	No		0.17R		
Dean	Drain	Yes	19	28	29	647	0.50		iu	No		0.21R		
Dean	Drain	No	19	28	28	1342	0.60		nm	Yes		0.21R		Does not exist

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
DeArmand	Drain	Yes	19	30	12	1055	0.35		iu	No			0.43R	
DeArmond	Drain	Yes	19	30	13	1550	0.35		iu	No			0.43L	
Dedriksen	Drain	No	19	29	23	915	0.50		nm	No			0.40L	
Dodge	Drain	Yes	19	30	14	2375	0.80		iu	No			0.43R	
Dodge	Drain	Yes	19	36	29	2368	0.50		iu	No			0.16R	
Dolby	Lateral	No	19	29	4	935	0.70		nm	No			0.39R	Does not physically exist
Douglas Deep	Drain	Yes	18	28	36	6200	0.100		iu	No			0.5L	Drain has been relocated
Douglas Deep	Drain	Yes	18	28	36	1900	0.50		iu	No			0.5L	Drain overlaps A Line canal easement
Douglas Deep	Drain	Yes	18	28	36	6200	0.100		iu	No			0.5L	Drain has been relocated
Douglas Deep	Drain	Yes	18	28	36	1900	0.50		iu	Yes			0.5L	
Douglas Deep	Drain	Yes	17	26	1	2209	0.100		iu	No			0.120R	
Downs	Drain	Yes	18	29	33	4500	0.60		iu	No			0.6L	Bk157 Pg89 6-22-79
Downs	Drain	Yes	17	29	4	4306	0.50		iu	No			0.118R	
DownsDrain	Ext	Yes	18	29	33	3200	0.60		iu	No			0.6L	Portion in SWSW is abandoned
E	Lateral	No	18	28	28	1600	0.80		nm	No	1890		0.3L	
E	Lateral	No	18	28	21	5174	0.60		nm	No	1890		0.3R	
E	Lateral	No	18	28	16	1000	0.150		a	No	1890		0.3R	
E	Lateral	No	18	28	27	2900	0.60		nm	No			0.4L	
E	Lateral	No	18	28	21	1225	0.60		nm	No	1890		0.3R	
E Line	Canal	Yes	18	28	18	5400	0.100		iu	No			0.22L	
E Line	Canal	Yes	18	27	13	4778	0.100		iu	Yes			0.2R	Change name
E Line	Canal	Yes	18	28	17	5800	1.00		iu	No			0.3R	
E Line	Canal	Yes	18	28	16	5803	0.100		iu	No			0.3R	
E Line	Canal	Yes	18	28	15	4000	0.100		iu	No			0.4R	
E1	Lateral	Yes	18	28	22	6800	0.60		iu	No	1890		0.4R	
E1	Lateral	Yes	18	28	16	1900	0.60		iu	No	1890		0.3R	
E1	Lateral	Yes	18	28	34	4370	0.50		iu	No	1890		0.4L	
E1	Lateral	Yes	18	28	27	6600	0.60		iu	Yes	1890		0.4L	Esmt has been extnd-pt in 2 NW incorrect on P&S
E1	Lateral	Yes	18	28	16	4800	0.100		iu	Yes	1890		0.3R	Change name
E1	Lateral	Yes	18	28	15	1500	0.60		iu	No	1890		0.4R	
E1-1	Lateral	No	18	28	22	552	0.60		nm	Yes	1890		0.4R	
E1-2	Lateral	Yes	18	28	22	916	0.60		iu	Yes	1890		0.4R	Portion filled in and farmed
E1-3	Lateral	Yes	18	28	27	464	0.30		iu	No	1890		0.4L	
E1-3	Lateral	Yes	18	28	22	550	0.30		iu	No	1890		0.4L	
E1-3	Lateral	Yes	18	28	27	300	0.80		iu	No	1890		0.4L	
E1/A	Lateral	No	18	28	28	2671	0.50		nm	No	1890		0.3L	
E1/w	Lateral	No	18	28	21	2749	0.50		nm	No	1890		0.3R	
E2	Lateral	No	18	29	12	2599	0.60		nm	Yes	1890		0.16L	Appears filled in/Overlaps L Line canal easement
E2a	Drain	Yes	18	29	11	4100	0.60		iu	No			0.17L	
E2x	Lateral	No	18	29	11	5234	0.60		nm	Yes			0.17L	Overlaps the Le easement/ditch does not phys exist
E3	Lateral	No	18	29	14	5280	0.75		nm	Yes	1890		0.7R	Does not exist
E3	Drain	No	18	29	14	5280	0.80		nm	Yes	1890		0.7R	Does not exist
E31	Lateral	No	18	29	13	1320	0.60		nm	Yes	1890		0.7R	
E3a	Drain	No	18	29	14	5280	0.60		nm	Yes	1890		0.7R	Does not exist

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
E3a	Lateral	No	18	29	14	5280	0.50		nm	Yes	1890		0.7R	Does not exist
E3b	Drain	Yes	18	29	13	5280	0.50		iu	Yes			0.7R	Portion in S1/2 of section not maintained
E3W	Lateral	No	18	28	28	3160	0.60		nm	No	1890		0.3L	
E3x	Drain	No	18	29	14	5280	0.50		nm	Yes	1890		0.7R	Does not exist
E4	Lateral	No	18	29	23	5280	0.60		nm	No	1890		0.7R	Does not physically exist
E4	Drain	No	18	29	24	4200	0.50		nm	No	1890		0.7R/8R	Does not physically exist
E4A	Drain	Yes	18	29	24	4200	0.50		nm	No	1890		0.7R/8R	Drain is located under runway-piped
E4a	Lateral	No	18	29	23	5280	0.60		nm	No	1890		0.7R	Does not physically exist
E4a	Drain	No	18	29	23	5280	0.60		nm	No	1890		0.7R	Does not physically exist
E4b	Drain	No	18	29	24	5280	0.60		nm	No	Deed		0.8R	1-28-12 Bk11 Pg120/does not physically exist
E4c	Lateral	No	18	29	24	3950	0.60		nm	No	1890		0.8R	
E4W	Lateral	No	18	28	33	5495	0.60		nm	No	1890		0.3L	
E4X	Drain	Yes	18	29	23	5280	0.40		nm	No	1890		0.7R	Portion in N2 of section does not exist
E5c	Lateral	No	18	29	25	5280	0.60		nm	Yes	Deed		0.7L	1/26/12 bk11 pg125/does not physically exist
E5x	Drain	No	18	29	26	1700	0.50		nm	Yes			0.7L	
East Ditch	Lateral	Yes	19	31	9	6530	0.100		nm	Yes			0.44R	Change name
East Lee Div	Drain	Yes	17	29	1	1562	0.50		iu	Yes			0.117R	Change name
East Lee Div	Drain	Yes	17	29	2	5632	0.50		iu	Yes			0.117R	Change name
Emigrant	Drain	No	20	28	31	1600	0.100		nm	Yes			0.60L	Does not exist
Emigrant	Drain	No	20	28	33	1375	0.100		nm	Yes			0.60L	
Emigrant	Drain	No	20	28	28	3830	0.100		nm	Yes			0.59R	
Emigrant	Drain	No	32	20	28	8775	0.100		nm	Yes			0.60L	
Emigrant BR4	Drain	No	20	28	31	4300	0.100		nm	Yes			0.60L	Portion does not exist
ERB	Drain	Yes	19	29	18	2720	0.100		nm	No			0.38L	Does not physically exist
ERB 1	Drain	Yes	19	29	7	206	0.60		iu	No			0.38R	
ERB 1	Drain	Yes	19	29	18	572	0.60		iu	No			0.38L	
ERB Deep	Drain	Yes	19	29	7	3140	0.100		iu	No	1890		0.38R	
ERB Deep	Drain	Yes	19	29	8	6000	0.100		iu	No	1890		0.38R	
ES	Lateral	No	18	29	25	2640	0.60		nm	No	Deed		0.7L	1/26/12 bk11 pg120-does not physically exist
Et/1	Lateral	No	18	28	21	3578	0.60		nm	No	1890		0.3R	
Evans	Drain	Yes	19	36	29	1333	0.50		iu	No			0.16R	
Evans	Drain	Yes	19	30	31	2700	0.50		iu	No			0.16R	
EW	Lateral	No	18	28	33	3165	0.60		nm	No	1890		0.3L	
EW	Lateral	No	18	28	28	6462	0.60		nm	No	1890		0.3L	
EW	Lateral	No	18	28	21	1280	0.60		nm	No	1890		0.3R	
Ext Hamon 9	Drain	No	19	29	34	1592	0.70		a	No			0.17R	Abandoned by document
Ext Holmes	Drain	Yes	17	28	12	1473	0.60		iu	No			0.120R	
Ext Holmes	Drain	Yes	17	28	13	5880	0.60		iu	No			0.120L	
F	Lateral	No	18	28	35	5325	0.85		nm	No	1890		0.4L	Portion in W2 SW4 does not exist
F	Lateral	Yes	20	29	35	4199	0.60		iu	No	1890		0.56L	
F	Drain	Yes	20	29	35	3652	0.60		iu	Yes			0.56L	Portion is not maintained
F1	Drain	No	19	29	2	3881	0.50		nm	Yes			0.40R	Does not physically exist
F1	Drain	No	19	29	11	5393	0.50		nm	Yes			0.40R	Does not physically exist
F1	Drain	Yes	19	29	2	3353	0.50			No			0.40R	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
F1	Lateral	No	19	29	3	5025	0.150		nm	No	1890		0.39R	
F1	Drain	Yes	19	29	1	2060	0.50		iu	No			0.40R	
F1A	Lateral	No	19	29	3	2060	0.50		nm	No	1890		0.39R	Does not physically exist
F1a	Lateral	No	19	29	2	1254	0.65		nm	Yes			0.40R	Does not physically exist
F1M	Drain	Yes	19	29	2	3890	0.50		iu	No			0.40R	
F2	Drain	Yes	20	29	35	2836	0.50		iu	No	1890		0.58L	
F2	Drain	Yes	18	28	34	6625	0.45		iu	No	1890		0.4L	Station 56.25 to 160.83 abandoned doc 224629
F3	Lateral	No	19	29	11	3343	0.50		nm	Yes			0.40R	
F4	Lateral	No	20	29	25	3761	0.60		nm	Yes			0.55L	Does not physically exist
F4	Lateral	No	20	29	36	1592	0.60		nm	Yes			0.55L	Does not physically exist
F4	Lateral	No	18	28	35	2948	0.60		nm	Yes	Deed		0.4L	Bk9 pg 480/Lateral does not physically exist
F4	Lateral	No	20	29	35	3582	0.60		iu	Yes	1890		0.56L	Does not physically exist
F4a	Lateral	No	20	29	35	2657	0.60		iu	Yes	1890		0.56L	Does not physically exist
F5	Lateral	No	18	28	35	2367	0.60		n.m	No	1890		0.4L	
Fa	Drain	Yes	20	29	35	1124	0.50		iu	No			0.56L	
Fernley 1	Drain	Yes	20	25	18	2600	0.100		iu	No	1890		0.80L	
Fernley 1'	Drain	Yes	20	25	7	3850	0.100		iu	No	1890		0.81L	
Fernley 1 BR1	Drain	Yes	20	24	13	1500	0.100		iu	Yes	1890		0.80L	Portion is piped
Fernley 1 BR2 1	Drain	Yes	20	24	13	480	0.100		iu	No	1890		0.80L	Shows as part of TC5 lateral
Fernley A	Drain	Yes	20	25	19	1320	0.100		iu	No	1890		0.68R	
Fernley A	Drain	Yes	20	25	18	5600	0.100		iu	No	1890		0.80L	
Fernley A-1 B-1 ext	Drain	No	20	24	13	1950	0.100		nm	Yes	1890		0.80L	Not needed
Fernley A1	Drain	Yes	20	25	18	2441	0.100		iu	No	1890		0.80L	
Fernley A1	Drain	Yes	20	24	13	1400	0.100		iu	No	1890		0.80L	
Fernley A1 BR1	Drain	Yes	20	25	18	3153	0.100		iu	No	1890		0.80L	
Fernley A1 BR3	Drain	Yes	20	24	13	1320	0.75		iu	No	1890		0.80L	
Fernley A1-BR4	Drain	Yes	20	24	13	5852	0.70		iu	Yes	1890		0.80L	Check location
Fernley A2	Drain	Yes	20	25	19	2000	0 varies		iu	Yes	1890		0.68R	Active drain, need to get easement & title 100' wi
Fernley A2	Drain	Yes	20	25	19	4400	0.100		iu	Yes	1890		0.68R	Relocated portion by deed
Fernley A3	Drain	Yes	20	25	19	1600	0.60		iu	No	1890		0.68R	
Fernley A4	Drain	Yes	20	25	19	2750	0.100		iu	No	1890		0.68R	
Fernley A4-1	Drain	Yes	20	25	19	1000	0.50		iu	No	1890		0.68R	
Fernley Az BR1	Drain	Yes	20	24	24	3330	0.70		iu	No	1890		0.69R	
Fernley B	Drain	Yes	20	25	21	1320	0.100		iu	No	1890		0.68R	
Fernley B	Drain	No	20	25	20	1400	0.100		nm	Yes	1890		0.68R	Need to have farmer come to TCID for pwork-filled
Fernley B	Drain	Yes	20	25	20	1325	0.100		iu	Yes	1890		0.68R	Portion filled in
Fernley B 1	Drain	Yes	20	25	21	1650	0.100		iu	Yes	1890		0.68R	Portion does not exist
Fernley B2	Drain	No	20	25	21	900	0.100		nm	Yes	1890		0.68R	Does not physically exist
Fernley B3	Drain	No	20	25	21	1000	0.100		nm	Yes	1890		0.68R	Does not physically exist
Fernley BR1 ext	Drain	Yes	20	24	14	2100	0.100		iu	No	1890		0.79L	
Fernley Drain 1	Drain	Yes	20	24	12	4375	0.100		iu	Yes			0.80L	Part is piped/part does not exist
Fim	Drain	No	19	29	3	1652	0.50		nm	No			0.39R	Does not physically exist
First S/E	Drain	Yes	18	29	4	2750	0.30		iu	No			0.18L	

## Exhibit A

11/21/96

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
First South East	Drain	Yes	18	29	9	300	0.30		iu	Yes			0.18L	Tiled-easement overlaps L8-2 easement
FirstSE	Drain	Yes	18	29	5	5650	0.30		iu	No			0.18L	Tiled
Fontaine	Lateral	No	19	28	4	1600	0.60		nm	No			0.36R	Does not physically exist
Fowler	Drain	Yes	18	29	32	4600	0.50		iu	No			0.6L	Portion in SWNW&NWSW is not maintained
Freeman	Spillway	Yes	19	31	8	1910	0.100		iu	No	VWR		0.44R	
Freeman-Sears	Drain	Yes	19	29	24	388	0.50		iu	No			0.40L	
G	Lateral	Yes	18	28	36	5577	0.100		iu	No	Deed		0.5L	Bk 9 Pg 480
G	Lateral	Yes	17	28	1	4766	0.1varies		iu	No			0.120R	
G	Lateral	Yes	18	28	24	1700	0.100		iu	No			0.5R	
G	Lateral	Yes	18	28	36	5577	0.100		iu	No	Deed		0.5L	Bk9 Pg 480
G Line	Canal	Yes	18	28	25	5400	0.100		iu	No			0.5L	Bk9 Pg480
G line	Lateral	Yes	17	29	7	2527	0.80		iu	Yes			0.119R	Change name
G Line	Canal	Yes	17	29	28	5343	0.100		iu	Yes			0.119L	Change name
G Line	Canal	Yes	17	28	12	5970	0.100		iu	Yes			0.120R	Change name, Perpetual ROW pg 480 bk9
G Line Diversion	Drain	Yes	17	28	2	6348	0.50		iu	No			0.120R	
G Line diversion	Drain	Yes	17	28	1	1174	0.50		iu	No			0.120R	
G1	Lateral	Yes	17	28	1	4010	0.50		iu	Yes			0.120R	Change name, 12-14-07 bk9 pg 480
G2	Lateral	Yes	17	28	1	328	0.50		iu	Yes			0.120R	Add name to map
G2	Lateral	No	18	28	25	2000	0.60		nm	Yes			0.5L	Ditch filled in Bk9 Pg480 12/14/07
G3	Lateral	Yes	17	28	23	4627	0.100		iu	Yes			0.120L	Add name to map
G3	Lateral	Yes	17	28	13	5413	0.100		iu	No			0.120L	12-14-07 bk9 pg 480
G3	Lateral	Yes	17	28	26	4686	0.100		iu	Yes			0.120R	Add name to map
G3	Lateral	Yes	17	28	24	1323	0.85		iu	No			0.120R	
G3-1	Lateral	Yes	17	28	12	2748	0.60		iu	Yes			0.120R	Change name
G3/4	Drain	Yes	17	29	7	2716	0.120		iu	No			0.119R	
G4	Drain	Yes	17	28	1	4010	0.1varies		iu	No			0.120R	Drain easement overlaps G5 lateral
G4	Lateral	Yes	17	29	7	5403	0.90		iu	Yes			0.119R	Change name
G5	Lateral	Yes	17	29	7	6209	0.100		iu	No			0.119R	Change name
G5-1	Lateral	Yes	17	29	18	5283	0.50		iu	Yes			0.119R	Change name
G5-1-1	Lateral	Yes	17	29	18	2696	0.50		iu	Yes			0.119R	Change name
G6	Lateral	Yes	17	28	13	1512	0.60		iu	No			0.120L	
G7	Lateral	Yes	17	28	13	5333	0.60		iu	No			0.120L	Perpetual ROW 12-14-07 bk9 pg 480
G7	Lateral	No	17	28	24	1522	0.50		nm	Yes			0.120R	Does not exist
G8	Drain	No	17	28	24	1522	0.50		nm	Yes			0.120R	Does not exist
Gault	Lateral	No	32	20	28	5670	0.100		a	No	1890		0.60L	Abandoned by doc 7-9-90
Gault	Lateral	No	20	28	33	1260	0.100		a	Yes	1890		0.50L	Abandoned by doc 7-9-90
Gault	Lateral	No	29	20	28	3140	0.100		a	No	CPRY		0.60L	Abandoned by doc 7-9-90
Gault	Lateral	No	20	28	28	5175	0.100		a	Yes			0.59R	Abandoned by doc 7-9-90
Gault	Spillway	No	29	20	28	300	0.100		nm	Yes	CPRY		0.60L	Does not exist
Getto	Drain	Yes	19	29	19	3680	0.100		iu	Yes			0.38L	Portion in NENE has been straightened
Gf	Drain	Yes	17	29	18	1303	0.50		iu	No			0.119R	
Gf	Drain	No	17	29	17	5323	0.50		nm	Yes			0.119L	Does not exist
GF ext	Drain	Yes	17	29	18	2408	0.50		iu	No			0.119R	
GH	Drain	Yes	17	28	12	4328	0.70		iu	No			0.120R	Portion appears piped

## Exhibit A

11/21/95

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Giberson	Lateral	Yes	17	28	12	1274	0.70		iu	No			0.120R	
Grimes	Drain	Yes	19	29	19	1580	0.50		iu	No	vested		38L	
Grimes	Drain	Yes	19	29	30	1400	0	Varies	iu	No			0.19R	
Grimes Slough	Drain	Yes	18	29	38	3740	0.75		iu	No	1890		0.7L	
Grimes Slough BR1	Drain	Yes	18	29	36	2640	0.85		iu	No	1890		0.7L/8L	
Grimes Slough Ext	Drain	Yes	18	29	25	8780	0.70		iu	No			0.7L	
Gumnow	Drain	Yes	18	28	22	4016	0.50		iu	No			0.4R	portion abandoned from 135-245 to 155-70
Gumnow	Drain	Yes	18	28	34	4800	0.80		iu	No			0.4L	
Gumnow	Drain	Yes	18	28	27	3000	0.50		iu	No			0.4L	
Gumnow 3	Drain	No	18	28	34	900	0.70		nm	No			0.4L	filled in under auth lics dtd 11/16/70
Gumnow 4	Drain	Yes	18	28	34	2050	0.70		iu	No			0.4L	Portion SESE relocated old esmt abandoned Doc2246
Gumnow 4	Drain	Yes	18	28	35	920	0.70		i.u	No	1890		0.4L	
Gumnow BR1	Drain	Yes	18	28	22	850	0.50		iu	No			0.4R	
Gumnow Diversion	Drain	Yes	17	28	2	4995	0	Varies	iu	No			0.120R	
Gumnow ext	Drain	No	18	28	34	1950	0.70		a	No			0.4L	abandoned doc #224629
Gumnow4Br1	Drain	No	18	28	34	2070	0.70		nm	No			0.4L	filled in under auth dtd 12/8/71
Harding	Lateral	No	32	20	26	3870	0.60		nm	Yes	1890		0.60L	Does not exist
Harding	Lateral	No	20	28	31	2100	0.60		a	No	CPRY		0.60L	Abandoned by Doc 11-12-91
Harding Lateral	Wasteway	No	29	20	28	6075	0.60		nm	Yes			0.60L	Does not exist
Harmon	Spillway	Yes	19	30	33	7310	0	Varies	iu	Yes			0.14R	Change name
Harmon	Spillway	Yes	19	30	34	450	0	Varies	iu	Yes			0.14R	Needs to be drawn (not shown)
Harmon 1	Drain	Yes	19	29	27	7851	0.100		iu	No			0.17R	
Harmon 1 Br 1	Drain	Yes	19	29	23	4637	0.80		iu	No			0.40L	
Harmon 1 BR-H1	Drain	Yes	19	29	23	1761	0.50		iu	No			0.40L	
Harmon 1 BR5	Drain	Yes	19	29	28	1975	0.50		iu	No			0.18R	
Harmon 1 Deep	Drain	Yes	19	29	26	7761	0.100		iu	No			0.17R	
Harmon 1 Deep	Drain	Yes	19	29	25	6428	0.100		iu	No			0.16R	
Harmon 1 Ext	Drain	Yes	18	29	28	1250	0.100		iu	No			0.18R	
Harmon 2	Drain	Yes	19	29	34	5831	0.50		iu	No			0.17R	Portion in SW NE does not exist
Harmon 2 BR 3	Drain	Yes	18	29	2	430	0.50		iu	No			0.17L	
Harmon 2 BR1	Drain	Yes	19	29	25	3403	0.50		iu	No			0.16R	Portion is abandoned
Harmon 2 BR1	Drain	Yes	18	29	26	2308	0.50		iu	No			0.17R	
Harmon 2 BR1	Drain	Yes	18	29	35	2657	0.50		iu	No			0.17R	
Harmon 2 Deep	Drain	Yes	19	29	35	5373	0.100		iu	No			0.17R	
Harmon 2 Deep	Drain	Yes	19	36	29	1164	0.100		iu	No			0.16R	
Harmon Deep	Drain	Yes	19	30	30	5313	0.85		iu	No			0.15R	
Harmon Deep	Drain	Yes	19	29	25	5333	0.60		iu	No			0.16R	
Harmon Deep	Drain	Yes	19	30	28	5283	0.100		iu	No			0.42L	
Harmon Deep	Drain	Yes	19	30	29	5333	0.85		iu	No			0.15R	
Harmon Deep	Drain	Yes	19	29	26	6020	0.100		iu	No			0.17R	
Harmon Deep	Drain	Yes	18	29	35	1313	0.100		iu	No			0.17R	
Harmon Deep	Drain	Yes	18	29	34	7851	0.100		iu	No			0.17R	
Harmon Ext	Drain	Yes	18	29	33	600	0.50		iu	No	Deed		0.18R	E2 8-7-7 Bk9D pg 310
Hartman	Drain	Yes	19	27	21	830	0.50		iu	Yes			0.33L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Harriman	Drain	No	19	27	20	4420	0	varies	nm	Yes			0.32L	
Harriman	Drain	Yes	19	27	20	0	0			Yes			0.32L	????????????????????
Hazen	Pipeline	No	20	26	34	6784	0	35	iu	Yes	1890		0.64L	Not needed by TCID
Hazen	Drain	Yes	20	26	35	2150	0	100	iu	No	1890		0	
Hazen	Pipeline	No	20	26	33	1900	0	35	iu	Yes	1890		0.65L	Not needed by TCID
Hazen	Drain	Yes	20	26	25	5630	0	100	iu	No	1890		0	
Hazen	Pipeline	No	19	26	04	3500	0	35	iu	Yes	1890		0.65L	Not needed by TCID
Hazen	Drain	Yes	20	27	30	3035	0	100	iu	No			0.63R	
Hazen 2	Drain	Yes	20	26	34	220	0	70	iu	No	1890		0.64L	
Hazen Deep	Drain	Yes	20	26	33	4300	0	100	iu	No	1890		0.65L	
Heinze	Drain	Yes	19	28	22	2250	0	100	iu	No			0.36L	
Heppner	Lateral	No	19	29	4	3602	0	50	nm	No			0.39R	Does not physically exist
HL	Drain	Yes	18	30	6	5353	0	100	iu	No			0.15L	
HL	Lateral	No	18	29	12	3991	0	65	nm	Yes	1890		0.16L	
HL4	Drain	Yes	18	29	12	2600	0	60	iu	Yes	1890		0.16L	Needs to be extended on map to match phys ditch
Holmes	Drain	Yes	17	28	24	2637	0	50	iu	No			0.120R	
Holmes	Drain	Yes	17	29	17	3174	0	50	iu	No			0.119L	
Holmes BR 1	Drain	Yes	17	28	13	5373	0	80	iu	No			0.120L	
Holmes BR1 of BR2	Drain	Yes	17	29	28	3492	0	50	iu	No			0.119L	
Holmes BR2	Drain	Yes	17	29	18	2726	0	50	iu	No			0.119R	
Holmes Deep	Drain	Yes	17	29	18	5343	0	60	iu	No			0.119L	
Holmes Deep	Drain	Yes	17	28	13	2597	0	60	iu	No			0.120L	
Humphys	Drain	Yes	19	30	11	1300	0	50	iu	No			0.43R	
Hursh	Lateral	Yes	19	27	10	421	0	60	nm	Yes	1890		0.34R	Does not exist
IL	Lateral	Yes	18	30	7	4298	0	60	iu	No			0.15L	
Inglis	Drain	Yes	19	28	29	3393	0	50	iu	No			0.21R	Portion not maintained
J Deep	Drain	Yes	17	29	2	5234	0	35	iu	No			0.117R	
J1	Drain	Yes	17	29	1	5094	0	50	iu	No			0.117R	
J1	Drain	Yes	18	29	36	1310	0	85	iu	No	1890		0.7L	
J1 BR 5	Drain	Yes	18	29	25	2600	0	Varies	iu	No			0.7L	
J1 BR1	Drain	Yes	18	29	36	2640	0	85	iu	No	1890		0.7L	
J1 BR3	Drain	Yes	18	29	26	4100	0	Varies	iu	No	1890/Deed		0.7L	NENE SESE 1890/SENE, NESE 1-26-12 Bk11Pg120
J1 BR4	Drain	Yes	18	29	25	5280	0	Varies	iu	No			0.7L	
J1 Deep	Drain	Yes	18	29	25	3400	0	70	iu	No	1890		0.7L	
J1 Deep	Drain	Yes	19	29	35	5280	0	85	iu	No			0.7L	
J1A ext	Lateral	Yes	18	30	31	2219	0	50	nm	Yes			0.6L	
J1Branch2	Drain	Yes	19	29	35	2575	0	50	iu	No	1890		0.7L	
J1e	Drain	Yes	17	29	1	2338	0	50	iu	No			0.117R	
J1E	Drain	Yes	18	29	36	1320	0	80	iu	No	1890		0.7L	
Jarvis	Drain	Yes	18	28	23	2120	0	60	iu	No			0.4R	
Jarvis	Drain	Yes	18	28	24	2700	0	50	iu	Yes			0.5R	Portion has been relocated
Jarvis ext	Drain	Yes	18	28	23	1200	0	60	iu	No			0.4R	
Jones	Drain	Yes	19	28	30	1100	0	50	iu	Yes			0.22R	Partially abandoned
K1BA stock	Pipeline	Yes	20	24	13	3221	0	35	iu	No	1890		0.80L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
K1D	Pipeline	No	20	25	22	4100	0.35		nm	Yes	1890		0.67R	Does not exist
K1E	Lateral	No	20	25	24	2800	0.60		iu	Yes	1890		0.60R	TCID new name-portion abandoned by document
K2B	Lateral	No	20	25	7	1850	0.45		nm	Yes	1890		0.81L	Not used-outside of the district
K2C	Lateral	No	20	25	19	3250	0.60		a	Yes	1890		0.68R	abandoned by document
K2C	Lateral	No	20	25	20	2700	0.60		a	Yes	1890		0.68R	abandoned by document
K3y	Lateral	No	19	26	34	118	0.60		nm	Yes			0.26R	Does not exist
K5y	Lateral	No	19	26	34	109	0.60		nm	Yes			0.26R	Does not exist
Ka Stock	Pipeline	Yes	20	24	15	450	0.35		iu	No	1890		0.79L	
KB Stock	Pipeline	Yes	20	24	14	5250	0.35		iu	No	1890		0.79L	
KBB	Lateral	Yes	20	24	24	250	0.60		iu	Yes	1890		0.69R	Name might change
KC stock	Pipeline	Yes	20	25	20	6660	0.35		iu	No	1890		0.68R	
Keddie	Drain	No	19	28	25	4260	0.50		A	No			0.19R	Abandoned 5/8/89
Keddie	Drain	Yes	19	29	30	5690	0.100		iu	Yes			0.19R	Portion in SE NE has been relocated
Kemp Winder	Lateral	Yes	19	30	26	1284	0.60		iu	No	1890		0.43L	
Kennedy	Drain	Yes	17	28	1	1174	0.50		iu	No			0.120R	
Kent	Drain	Yes	19	31	7	8139	0.50		iu	No			0.44R	
Kent Lake Deep	Drain	Yes	19	30	1	5280	0.50		iu	No			0.43R	
Kent Lake Deep	Drain	Yes	19	31	6	3552	0.70		iu	No			0.44R	
Kent Lake Deep	Drain	Yes	19	30	2	640	0.100		iu	No			0.43R	
Kent Lake Ext BR 1	Drain	Yes	19	30	2	1760	0.80		iu	No			0.43R	
Kent Lake Ext Br1B	Drain	Yes	19	30	2	4130	0.70		iu	No			0.43R	
KG	Lateral	No	20	25	23	3800	0.60		nm	Yes	1890		0.67R	Does not exist
KGB	Lateral	No	20	24	23	0	0		a	Yes	1890		0.69R	
Kx	Lateral	No	19	27	15	3480	0.100		nm	Yes			0.34L	Does not exist
Ky	Lateral	No	19	26	34	1711	0.60		nm	Yes			0.26R	Does not exist
L	Canal	Yes	18	28	1	3700	0.75		iu	No	Deed/1890		0.19L	N2NW1/4 bk10Dpg530/N2NE1/4 act 1890
L	Drain	Yes	17	29	3	2905	0.80		iu	No			0.118R	
L 12	Lateral	Yes	18	30	31	6348	0.60		iu	Yes			0.8L	Change name
L 12	Lateral	Yes	18	30	30	5423	0.60		iu	Yes	1890		0.8L	Add name to map
L Deep	Drain	Yes	19	28	34	5522	0.100		iu	No			0.20R	Portion in the east section is tiled & abandoned
L Deep	Drain	Yes	18	28	1	5200	0.100		iu	No			0.19L	
L Deep	Drain	Yes	18	29	7	5200	0.100		iu	No			0.18L	
L Deep	Drain	Yes	18	29	8	5300	0.100		iu	No			0.6L	Bk9 pg 400 8-27-07
L Deep	Drain	Yes	18	29	28	6200	0.100		iu	No			0.6R	
L Deep	Drain	Yes	18	29	17	5200	0.100		iu	No			0.6L	
L Deep	Drain	Yes	18	29	29	6200	0.150		iu	No			0.7L	W2NW4 Bk9Pg235/W2SW4Bk9pg400/Per WHyde pri
L Deep	Drain	Yes	18	28	12	5280	0.60		nm	Yes	Deed		0.19L	
L Deep	Drain	Yes	18	29	20	2358	0.115		iu	No			0.6R	
L Deep	Drain	Yes	18	29	34	5500	0.85		iu	No			0.7L	
L Deep	Drain	Yes	18	28	2	7600	0.100		iu	No			0.20L	NW1/4SE1/4 needs to be updated
L Deep	Drain	Yes	18	28	12	3116	0.100		iu	Yes			0.15L	
L Line	Canal	Yes	18	30	8	886	0.150		iu	No			0.19R	
L Line	Canal	Yes	19	29	31	5100	0.75		iu	No	Deed/1890		0.19R	S2 SW4 7-3-06 Bk8 pg537

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
L Line	Canal	Yes	19	28	38	2800	0.75		iu	No			0.19R	Only a prion in this section Bk8 Misc 8/5/04
L Line	Canal	Yes	18	30	8	776	0.150		iu	No			0.15L	
L Line	Canal	Yes	19	28	34	3224	0.150		iu	No			0.20R	11-30-12 Bk 11D
L Line	Canal	Yes	19	29	32	4550	0.75		iu	No			0.18R	
L Line	Canal	Yes	18	29	12	5510	0.150		iu	No	1890		0.16L	Wildes Rd is on L Line easement
L Line	Canal	Yes	18	30	17	5930	0.150		iu	No			0.8R	
L Line	Canal	Yes	18	29	5	4500	0.75		iu	No	1890		0.18L	
L Line	Canal	Yes	18	29	6	5340	0.75		iu	No	1890		0.19L	
L Line	Canal	Yes	18	29	11	5400	0.150		iu	No	Deed/Inftee		0.17L	Bk9Pg276 easement Bk9Pg385 Infee
L Line	Canal	Yes	18	28	2	3400	0.80		iu	No	Deed		0.20L	Easement overlaps L1-1 lateral/Bk8 Pg 582 no final
L Line	Canal	Yes	18	29	5	1000	0.150		iu	No	1890		0.18L	
L Line	Canal	Yes	18	29	10	4200	0.75		iu	No	1890/Deed		0.17L	N2NW,NWNE1890/NENE Bk9Pg276 8-22-07
L Line	Canal	No	18	29	3	3950	0.75		iu	No	Deed		0.17L	Bk8 Pg 278 dtd 8-22-07
L Line	Canal	Yes	18	30	7	6010	0.150		iu	No			0.15L	
L Line	Canal	Yes	18	29	4	6720	0.150		iu	No	Deed/1890		0.18L	N2NW4 Bk9 pg398 remainder 1890
L Line	Canal	Yes	18	29	3	1650	0.150		iu	No	1890		0.17L	
L-12-3	Lateral	Yes	18	30	30	1891	0.60		iu	Yes	1890		0.8L	Change name
L-8-2	Lateral	Yes	18	29	18	2400	0.50		iu	Yes			0.6R	
L1	Lateral	Yes	18	28	2	3600	0.85		iu	No	Deed		0.20L	Bk 8 misc pg 583(vested water right agrmt)
L1	Lateral	Yes	18	28	2	3300	0.100		iu	No	Deed		0.20L	Bk8 pg542(Prelim agrmt by L Allen for all his land)
L1	Lateral	Yes	18	29	19	5200	0.70		iu	No			0.5R	Bk8 Pg 549
L1	Lateral	Yes	18	29	20	8200	0.60		iu	No	1890		0.6R	
L1	Lateral	Yes	19	28	35	900	0.100		iu	No			0.20R	Bk8 Pg 547 7/18/06
L1	Drain	Yes	18	29	26	5280	0.74		iu	No			0.7L	
L1	Lateral	Yes	18	28	13	1400	0.100		iu	No	1890		0.5R	
L1	Lateral	Yes	18	28	11	3400	0.100		iu	No			0.20L	
L1	Lateral	Yes	18	28	12	5800	0.100		iu	No	1890		0.19L	
L1	Lateral	Yes	18	29	18	4800	0.100		iu	No			0.6R	
L1	Lateral	Yes	18	28	12	1900	0.85		iu	No	Deed		0.19L	Bk 9 Pg 389
L1-1	Lateral	Yes	18	28	1	7360	0.60		iu	Yes	Deed		0.19L	Bk10Dpg530/Portion relocated 1987
L1-1	Lateral	Yes	18	28	2	4200	0.30		iu	No	1890		0.20L	Easement overlaps L1-1 lateral Bk8 pg 582
L1-1-1	Lateral	No	18	28	1	2650	0.30		nm	No			0.19L	
L1-1-2	Lateral	Yes	18	28	1	5100	0.65		iu	No	Deed/1890		0.19L	W2NW4 Bk10Dpg530/SW1/4 act 1890 & vested agrmt
L1-10	Lateral	Yes	18	29	19	4180	0.60		iu	No			0.5R	
L1-10	Lateral	Yes	18	29	20	5500	0.70		iu	No			0.6R	
L1-2	Lateral	Yes	18	28	2	1400	0.60		iu	No	Deed		0.20L	Bk8Pg542(prelim agrmt by Lem Allen for all his land
L1-3	Lateral	Yes	18	28	11	190	0.75		iu	Yes			0.20L	
L1-3	Lateral	No	18	28	11	1603	0.75		A	Yes			0.20L	Portion was released to landowner 1979 doc 162779
L1-4	Lateral	Yes	18	28	12	2700	0.100		iu	No	Deed		0.19L	Bk5 Pg 539
L1-4	Lateral	Yes	18	28	13	3080	0.85		iu	No	deed		0.5R	Bk8 Pg 539 Bk9 Pg 274
L1-5	Lateral	No	18	28	12	1360	0.50		A	No	1890		0.19L	Abandoned 6/75 doc #142023
L1-6	Lateral	Yes	18	28	13	4000	0.60		iu	No	1890 deed		0.5R	W2 SE4 Bk9 Pg 274
L1-6	Lateral	Yes	18	28	13	1358	0.30		iu	No	1890		0.5R	
L1-6	Lateral	Yes	18	28	12	1358	0.30		iu	No	1890		0.19L	

Facility Name	Description	Necessary	Township	Range	Section	Length (Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
L1-7	Lateral	Yes	18	29	17	2600	0 70	IU	No	1890		0 6R	
L1-7	Lateral	Yes	18	29	17	1200	0 70	IU	No	1890		0 6R	
L1-7	Lateral	Yes	18	29	18	2500	0 80	IU	Yes			0 5R	
L1-7-1	Lateral	Yes	18	29	18	7900	0 60	IU	No			0 5R	
L1-7-2	Lateral	Yes	18	29	17	1200	0 90	IU	No			0 6R	
L1-8	Lateral	Yes	18	29	19	5600	0 60	IU	No			0 5R	
L1-8-1	Lateral	Yes	18	29	19	2980	0 80	IU	No			0 5R	
L1-8-2	Lateral	Yes	18	29	19	1050	0 60	IU	No	1890		0 5R	Bk9 Pg all
L1-8-3	Lateral	Yes	18	29	19	970	0 60	IU	No			0 5R	
L1-9	Lateral	Yes	18	29	18	2078	0 60	IU	No			0 5R	
L1-B-4	Lateral	Yes	18	29	19	1000	0 50	IU	No			0 5R	
L10	Lateral	Yes	18	29	11	5316	0 60	IU	No	Deed		0 17L	Bk9Pg276 North half overlaps L Line Canal
L10	Lateral	Yes	18	29	12	4045	0 65	IU	Yes	1890		0 16L	Portion in SWSW piped or filled in
L10-1	Lateral	No	18	29	24	11144	0 60	nm	Yes	1890		0 7R/8R	
L10-1	Lateral	Yes	18	29	13	5280	0 60	nm	Yes	1890		0 7R	
L10-1	Lateral	Yes	18	29	11	4720	0 50	IU	Yes			0 17L	Update name of Lateral on P&S map
L10-1-1	Lateral	Yes	18	29	11	1300	0 60	IU	No			0 17L	
L10-1-2	Lateral	Yes	18	29	13	6560	0 60	IU	Yes	1890		0 7R	Portion in E2NE1/4 not maintained
L10-2	Lateral	Yes	18	29	12	5830	0 60	IU	Yes	1890		0 16L	Portions not maintained-appear filled in
L11	Lateral	Yes	18	29	2	1320	0 65	IU	No	Deed		0 17L	Bk9 Pg276 8-22-07
L11	Lateral	Yes	18	29	11	3850	0 65	IU	Yes	Deed		0 17L	Bk9Pg276 8-22-07/change name
L11	Drain	Yes	18	29	18	2400	0 50	IU	No			0 5R	
L12	Lateral	Yes	18	30	19	6079	0 60	IU	Yes			0 8R	Change name
L12	Lateral	Yes	18	29	24	250	0 60	IU	No	1890		0 8R	
L12	Drain	Yes	18	29	6	460	0 40	IU	No	1890		0 19L	
L12	Drain	Yes	18	29	7	5200	0 50	IU	No			0 19L	
L12-1	Lateral	Yes	18	29	24	3160	0 60	IU	No			0 8R	
L12Br1	Drain	Yes	18	29	7	1600	0 70	IU	Yes			0 19L	Portion has been piped
L1d	Drain	Yes	19	28	16	4120	0 50	IU	No	1890		0 36L	
L1d 1	Lateral	No	19	28	16	5930	0 60	nm	No	1890		0 36L	Does not exist
L2 Deep	Drain	Yes	18	29	17	5300	0 100	IU	No			0 6R	
L2 Deep	Drain	Yes	18	28	13	3023	0 110	IU	No	1890 deed		0 5R	E2SE4 Bk9 Pg 274
L2 Deep	Drain	Yes	18	29	18	5200	0 100	IU	Yes			0 5R	
L2Br1	Drain	Yes	18	29	17	5600	0 50	IU	No			0 8R	
L2BR3	Drain	Yes	18	29	20	2500	0 50	IU	No			0 8R	
L3	Lateral	Yes	19	29	31	5470	0 60	IU	No	Deed		0 19R	Has been extended & joined with old LG Lateral
L3 Deep	Drain	Yes	18	29	5	5025	0 85	IU	No			0 18L	
L3 Deep	Drain	Yes	18	29	8	5275	0 93	IU	No			0 18L	
L3-1	Lateral	Yes	19	29	31	800	0 60	IU	No	Deed/1890		0 19R	S2SW4 7-3-06 Bk8 pg 537
L3-2	Lateral	Yes	19	29	31	3480	0 60	IU	Yes	1890		0 19R	Portion from New River Drain is not used or mainta
L4	Lateral	Yes	18	29	8	7840	0 80	IU	No	1890		0 18L	
L4	Lateral	Yes	18	29	6	5400	0 100	IU	No	1890		0 19L	
L4	Lateral	Yes	18	29	7	5625	0 60	IU	No	1890		0 19L	
L4	Drain	Yes	18	28	12	1700	0 45	IU	No			0 19L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
L4-1	Lateral	Yes	18	29	5	4400	0.65		iu	No	1890	0.18L		
L4-1	Lateral	Yes	18	29	6	5150	0.60		iu	No	1890	0.19L		Lateral overlaps the L Line canal easement
L4-1-1	Lateral	Yes	18	29	6	3250	0.40		iu	No	1890	0.19L		
L4-1-1	Lateral	Yes	18	29	7	600	0.60		iu	No		0.19L		
L4-1-1	Lateral	Yes	18	29	6	2620	0.45		iu	No	1890	0.19L		
L4-1-2	Lateral	Yes	18	29	5	2089	0.50		iu	No		0.18L		
L4-2	Lateral	Yes	18	29	6	1900	0.60		iu	No		0.19L		
L4-3	Lateral	Yes	18	29	7	2650	0.100		iu	No	1890	0.19L		Overlaps Schurz Hwy easement
L4-4	Lateral	Yes	18	29	8	6400	0.60		iu	No	1890	0.18L		
L5	Drain	Yes	18	28	1	3900	0.50		iu	No		0.19L		
L5	Lateral	Yes	18	29	5	5024	0.50		iu	No	1890	0.18L		
L6	Lateral	Yes	19	29	32	2525	0.60		iu	No		0.18R		
L6	Drain	Yes	18	28	2	5000	0.60		iu	No		0.20L		
L6	Lateral	Yes	19	29	33	8300	0.60		iu	No	Deed	0.18R		E2 of Section 8-7-7 Bk9d pg 310
L7	Lateral	Yes	18	29	5	250	0.60		iu	No		0.18L		
L7	Lateral	Yes	19	29	33	650	0.60		iu	No	vested	0.18R		
L7	Lateral	Yes	18	29	4	3900	0.60		iu	Yes	Deed	0.18L		N2NW4 Bk 9 Pg 398
L7	Drain	Yes	18	29	27	2917	0.50		iu	No		0.7L		
L7	Lateral	Yes	19	29	32	250	0.60		iu	No		0.18R		
L7-1	Lateral	Yes	18	29	4	2200	0.60		iu	No		0.18L		
L8	Lateral	Yes	18	29	21	5500	0.100		iu	No	1890	0.6R		
L8	Lateral	Yes	18	29	5	750	0.100		iu	No	1890	0.18L		
L8	Lateral	Yes	18	29	16	5400	0.100		iu	No	1890	0.6R		
L8	Lateral	Yes	18	29	27	6010	0.60		iu	No		0.7L		N2NW4 bk9 pg235/E2SW4 bk9 pg400/NW4SE4 bk ed
L8	Drain	Yes	18	29	27	5420	0.50		iu	No	Deed	0.7L		E2NW4 bk9 pg235/E2SW4 bk9 pg400/E2SW4 bk9dp
L8	Lateral	Yes	18	29	28	5000	0.60		iu	No		0.6L		Bk 9 Pg 215
L8	Lateral	Yes	18	29	9	5280	0.84.4		iu	No	1890	0.18L		
L8	Lateral	Yes	18	29	4	2650	0.60		iu	No	1890	0.18L		
L8	Lateral	Yes	18	29	4	2000	0.50		iu	No	1890/Deed	0.18L		NWNW Bk9pg398 2-12-07/NWSW 1890
L8-1	Lateral	Yes	18	29	4	5200	0.60		iu	No	1890	0.18L		Portion in SWSE appears filled in
L8-2	Lateral	Yes	18	29	22	10030	0.60		iu	No	1890	0.7R		Relocated and extended
L8-2	Lateral	Yes	18	29	25	5280	0Varies		iu	No	Deed	0.7L		1/26/12 bk 11 pg 120/portion NWNW does not exist
L8-2	Lateral	Yes	18	29	25	9900	0.60		iu	No	1890	0.7L		
L8-2	Lateral	Yes	18	29	9	10000	0.65		iu	Yes	1890	0.18L		Pt in SESE relocated/Pt in S2SE was drain/chg name
L8-2-1	Lateral	Yes	18	29	9	2640	0.65		iu	Yes	1890	0.18L		
L8-2-2	Lateral	Yes	18	29	9	1320	0?		iu	Yes		0.18L		Need an easement for lateral/not on P&S
L8-2-3	Lateral	Yes	18	29	26	5280	0Varies		iu	No	Deed	0.7L		SW4NW4 1126112 Bk11 Pg125/W2SW4 1/26/12
L8-2-4	Lateral	Yes	18	29	26	3240	0.60		nm	Yes	1890	0.7L		
L8-3	Lateral	Yes	18	29	16	7500	0.60		iu	No	1890	0.6R		Portion in NENE & NWNE does not physically exist
L8-4	Lateral	Yes	18	29	21	5200	0.60		iu	No	1890	0.6R		
L8-4	Lateral	Yes	18	29	21	5400	0.60		iu	No	1890	0.6R		Portion in SWNE & W2SE not maintained
L8-5	Lateral	Yes	18	29	28	1600	0.50		iu	Yes		0.6L		Portion in NWNW has been relocated Bk9Pg215
L8-6	Lateral	Yes	18	29	28	5200	0.60		iu	No	Vested	0.6L		Vested WRA with RDCushman
L8-7	Lateral	Yes	18	29	28	2800	0.50		iu	No		0.6L		

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
L9	Lateral	Yes	18	29	3	1760	0.60		iu	No	1890		0.17L	
L9	Drain	Yes	18	29	8	5200	0.50		iu	No	1890		0.18L	
L9	Lateral	Yes	18	29	4	3800	0.60		iu	No	1890		0.18L	
LA	Lateral	Yes	19	28	34	5950	0.60		iu	No			0.20R	Pt SWNE&NWSE not maintd/pt ovlaps L Line easemen
LA1	Drain	Yes	19	28	35	1522	0.50		iu	No			0.20R	Does not physically exist
Lahontan Bench	Canal	No	18	26	2	6260	0.100		nm	Yes			0.26R	in Toomy vested right agreement
Lahontan Bench	Canal	No	18	26	1	5290	0.100		nm	Yes			0.26R	Never built
Lahontan Bench	Canal	No	18	26	3	5870	0.100		nm	Yes			0.26R	Never built
Lalst	Drain	Yes	19	30	31	3900	0.50		iu	No			0.16R	Never built
Lambright	Drain	No	18	28	4	1400	0.50		?	Yes			0.21L	Drain appears to be 1/2 filled in
Langford	Lateral	Yes	19	31	7	5463	0.60		iu	No	Deed		0.44R	Bk11 pg 521 1-19-20
Latin	Lateral	Yes	18	30	31	995	0.60		iu	No			0.8L	
Law	Drain	Yes	19	28	19	1440	0.50		iu	No			0.35L	
Law	Drain	Yes	19	28	29	2856	0.70		iu	No			0.21R	
Lb	Drain	Yes	18	29	19	4190	0.60		iu	No			0.5R	
Lb	Drain	Yes	18	28	13	950	0.60		iu	No	1890		0.5R	
Lb	Drain	No	18	28	24	3600	0.50		nm	No			0.5R	
Ld	Drain	Yes	18	29	5	2274	0.60		iu	No			0.18L	
LD	Drain	No	18	29	22	5260	0.50		nm	No	1890		0.7R	Does not physically exist
Ld	Drain	Yes	18	29	5	3236	0.50		iu	No			0.18L	
LD	Drain	Yes	18	29	27	2360	0.50		nm	No	Deed		0.7L	Filled in, but may be need for deliv to Cars Lk
Ld	Drain	Yes	18	29	6	7800	0.60		iu	No			0.19L	Portion of drain in N2SE4 relocated
LD	Drain	No	18	29	15	5280	0.50		nm	Yes	1890		0.7R	Does not exist
Ld	Drain	Yes	18	28	1	4300	0.50		iu	Yes			0.19L	Drain has been relocated
LD BR2	Drain	Yes	18	29	6	4350	0.50		iu	No			0.19L	
LD Deep	Drain	Yes	19	28	36	1390	0.50		iu	No			0.19R	
LD Deep	Drain	Yes	19	28	35	4130	0.100		iu	No			0.20R	Portion is filled in
LD Deep	Drain	Yes	19	28	36	3200	0.105		iu	No			0.19R	Portion in SWSE abandoned by document
LdBr2	Drain	No	18	29	6	300	0.60		nm	Yes			0.19L	Drain does not physically exist
LDeep	Drain	No	19	28	35	2930	0.100		A	No			0.20R	Tiled-abandoned rec#218893/3/7/66
Le	Lateral	No	18	29	23	5280	0.85		nm	No	1890		0.7R	Does not physically exist
Le	Lateral	No	18	29	11	5234	0.60		nm	No			0.17L	Overlaps the E2x easement/does not physically exist
LE	Lateral	No	18	29	14	5360	0.100		nm	Yes	1890		0.7R	Does not exist
Les	Drain	Yes	17	29	2	2746	0.50		iu	Yes			0.117R	Change name
Lahman Ext	Lateral	Yes	19	27	17	1320	0.60		iu	Yes	1890		0.32R	Change name
Lewis Spil	Wasteway	Yes	19	28	30	1000	0.200		iu	No			0.22R	
LF	Lateral	Yes	18	30	7	2597	0.70		iu	No			0.15L	
Lf	Lateral	Yes	18	30	18	5343	0.70		iu	No			0.8R	
LG	Lateral	No	19	29	31	3940	0.60		nm	No	Deed/1890		0.19R	Most does not physically exist
Lionberger	Lateral	No	19	27	1	1380	0.60		a	No	CPRY		0.34R	Abandoned by doc 7-7-92
Liste Wasteway	Drain	Yes	20	25	7	800	0.70		iu	No	1890		0.81L	
Lisley	Lateral	Yes	20	24	13	1250	0.60		ja	Yes	1890		0.80L	Change name
LLine	Canal	Yes	18	28	35	6630	0.150		iu	No			0.20R	Bk8m Pg213 5-20-07
Lwr Diag	Drain	Yes	18	30	18	1184	0.150		iu	No			0.8R	

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Facility Name	Description	Necessary	Township	Range	Section	Length (Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Lwr Diag 1	Drain	Yes	18	30	7	5254	0'100	iu	No			0'15L	
Lwr Diag 1	Drain	Yes	18	30	17	3622	0'100	iu	No			0'8R	
Lwr Diag 1 BR 4	Drain	Yes	18	29	11	4743	0'60	iu	Yes			0'17L	
Lwr Diag 1 BR 5	Drain	No	18	29	10	5230	0'60	nm	Yes			0'17L	Ditch does not physically exist
Lwr Diag 1 BR7	Drain	Yes	18	29	4	5000	0'50	iu	No			0'18L	
Lwr Diag BR 1	Drain	Yes	18	29	12	2594	0'50	iu	No	1890		0'16L	
Lwr Diag BR1 2	Drain	Yes	18	29	12	3270	0'45	iu	No	1890		0'16L	
Lwr Diag BR1 BR 3	Drain	Yes	18	29	11	2240	0'50	iu	No			0'17L	
Lwr Diag BR3	Drain	Yes	18	29	16	2600	0'50	iu	Yes			0'6R	
Lwr Diag Deep	Drain	Yes	18	30	9	1383	0'150	iu	No			0'14L	
Lwr Diag Deep	Drain	Yes	18	29	23	4500	0'150	iu	No			0'7R	Portion in SESE has been relocated
Lwr Diag Deep	Drain	Yes	18	30	9	5403	0'150	iu	No			0'14L	
Lwr Diag Deep	Drain	Yes	19	30	34	9420	0'Varies	iu	Yes			0'14R	Change name on portion of drain
Lwr Diag Deep	Drain	Yes	18	29	24	4500	0'150	iu	No			0'8R	Relocated
Lwr Diag Deep	Drain	Yes	18	29	21	5200	0'150	iu	No			0'6R	
Lwr Diag Deep	Drain	Yes	19	31	30	4050	0'150	iu	Yes			0'43L	Change name
Lwr Diag Deep	Drain	Yes	18	28	22	5280	0'150	iu	No			0'7R	
Lwr Diag Deep	Drain	Yes	18	30	9	8388	0'150	iu	No			0'14L	
Lwr Diag Deep	Drain	Yes	18	30	17	7691	0'150	iu	No			0'8R	
Lwr Diag Deep	Drain	Yes	18	30	19	6129	0'150	iu	No			0'8R	
Lwr Diag Deep	Drain	Yes	19	30	35	2735	0'150	iu	Yes			0'14R	Change name
Lwr Diag Deep	Drain	Yes	18	29	25	1900	0'150	iu	No			0'7L	
Lwr Diag2	Drain	Yes	18	29	21	4200	0'50	iu	No			0'6R	
Lwr Diagonal 1	Drain	Yes	18	29	9	4914	0'100	iu	Yes	Contract		0'18L	Contract dtd 1/22/21/change name
Lwr Hazen	Drain	Yes	20	26	27	5300	0'100	iu	No	1890		0'67R	
Lwr Hazen	Drain	Yes	20	26	26	3400	0'200	iu	No	1890		0'64L	
Lwr Soda Lake	Drain	Yes	19	29	18	7460	0'100	iu	No	1890		0'38L	
Lwr Soda Lake 1	Drain	Yes	19	28	23	5260	0'50	iu	No			0'37L	Portion not maintained
Lwr Soda Lake 1	Drain	Yes	19	28	14	1310	0'50	iu	No			0'37L	
Lwr Soda Lake BR1	Drain	Yes	19	28	23	5630	0'100	iu	No			0'37L	Drain has been relocated
Lwr Soda Lake BR3	Drain	Yes	19	28	24	7020	0'50	iu	No			0'37L	Only a portion located in this section
Lwr Soda Lk BR 3	Drain	Yes	18	29	18	1115	0'60	iu	No			0'38L	Drain has been relocated
Lwr Soda Lk Br 3	Drain	No	19	29	19	1770	0'50	nm	Yes			0'38L	
LwrDiag	Drain	Yes	18	29	26	1500	0'150	iu	No			0'7L	Overlaps portion of L8-2 Lateral (relocated)
LwrDiag1	Drain	Yes	18	29	12	5195	0'100	iu	No	1890		0'16L	
LwrDiag1	Drain	Yes	18	29	4	5218	0'100	iu	No	Contract		0'18L	Contract dtd 1-22-21
LwrDiag1	Drain	Yes	18	29	11	5380	0'100	iu	No	contract		0'17L	Contract dtd 1-22-21/Pt under runway is piped
LwrDiag1	Drain	Yes	18	29	10	5400	0'50	iu	No	1890		0'17L	
LwrDiagBr3	Drain	Yes	18	29	21	5200	0'50	iu	No			0'6R	
LwrDiagBR6	Drain	Yes	18	29	10	4800	0'50	iu	Yes			0'17L	Portions in N2NW4&SW4 have been piped
LwrSodaLak	Drain	Yes	19	28	14	1980	0'100	iu	No			0'37L	
LwrSodaLk	Drain	Yes	19	29	17	5110	0'100	iu	Yes			0'38L	
LwrSodaLk	Drain	Yes	19	28	13	5390	0'50	iu	No			0'37L	
Main BR	Drain	No	18	28	23	380	0'50	nm	Yes			0'4R	Filled in and farmed

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Malm	Drain	Yes	18	28	23	7138	0.50		Iu	No			0.4R	
Marke	Lateral	No	18	28	35	548	0.60		nm	No			0.4L	Port in W2NE&NWSE overlaps the A9 lateral
McCuskey	Drain	Yes	19	30	13	805	0.50		Iu	No			0.43L	
McGar	Drain	Yes	20	25	20	1500	0.100		Iu	Yes	1890		0.68R	Easement reduced-may be piped
McGinnis	Pipeline	No	20	24	13	1800	0.35		A	Yes	1890		0.80L	
McGinnis stub	Drain	Yes	20	24	13	300	0.100		Iu	No	1890		0.80L	
Mills	Drain	Yes	19	28	33	1473	0.50		Iu	No			0.21R	
Mills	Drain	Yes	19	28	34	1075	0.50		Iu	No			0.20R	
Mills	Drain	Yes	18	28	3	8800	0.100		Iu	Yes			0.20L	Portion in SE1/4SE1/4 relocated by document
Morgan	Drain	Yes	19	27	23	808	0 varies		Iu	No			0.33L	
Mori Br L	Drain	Yes	19	27	19	2100	0 varies		Iu	No			0.32L	
Mussi	Drain	Yes	20	29	33	6408	0.50		Iu	No			0.56L	
Mussi	Drain	Yes	19	29	5	2995	0.50		Iu	No			0.38R	
Mussi 2	Drain	Yes	19	29	4	3343	0.50		Iu	No			0.39R	
N	Lateral	Yes	19	28	29	1473	0.100		Iu	No	1890		0.21R	
N 10	Lateral	Yes	19	28	20	1800	0.60		Iu	No	1890		0.35L	
N 9	Lateral	Yes	19	28	20	1804	0.60		Iu	No	1890		0.35L	
N Line	Lateral	Yes	19	27	24	2647	0.100		Iu	No			0.34L	
N Line	Lateral	Yes	19	28	28	5700	0.60		Iu	No	1890		0.21R	
N Line	Canal	Yes	19	27	14	6330	0.100		Iu	Yes	1890		0.34L	Change name
N Line	Canal	Yes	19	27	13	5160	0.100		Iu	Yes	CPRY		0.34L	Change name
N Line	Lateral	Yes	19	28	20	6540	0.100		Iu	No	1890		0.35L	
N Line	Canal	Yes	19	27	15	400	0.100		Iu	Yes	CPRY		0.34L	Change name
N Line	Lateral	Yes	19	28	18	5740	0.100		Iu	No			0.35L	
N1	Lateral	Yes	19	27	14	3335	0.50		Iu	Yes			0.34L	Change name
N1 ext	Lateral	No	19	27	14	1075	0.50		nm	Yes			0.34L	Does not exist
N11	Lateral	Yes	19	28	21	1462	0 varies		Iu	No			0.36L	
N12	Lateral	Yes	19	28	28	1600	0.60		nm	Yes			0.21R	Parts look like not existing
N2	Lateral	Yes	19	27	14	800	0.60		Iu	Yes			0.34L	Change name
N2	Lateral	Yes	19	27	13	975	0.60		Iu	Yes			0.34L	Change name
N3	Lateral	Yes	19	27	13	2200	0.60		Iu	Yes	CPRY		0.34L	Change name
N3	Lateral	Yes	19	28	18	2880	0.60		Iu	No	1890		0.35L	E N3 to point where not maintained
N3	Lateral	No	19	28	18	2150	0.60		nm	No	1890		0.35L	
N6	Lateral	Yes	19	27	24	1000	0.60		Iu	No			0.34L	
N6	Lateral	Yes	19	28	19	1250	0.60		nm	No			0.35L	Need to check out this drain
N6	Lateral	No	19	28	19	2170	0.60		A	No			0.35L	9-24-82 terminate easement by document
N7	Lateral	Yes	19	28	19	900	0.50		Iu	No			0.35L	Has been relocated
N8	Lateral	No	19	28	19	0	0 varies		nm	No			0.35L	6-7-91 portion not in use
N8	Lateral	No	19	28	20	1148	0.40		A	No			0.35L	Does not physically exist
NE	Wasteway	Yes	19	28	29	1065	0.70		Iu	No			0.21R	Vested W R
New	Slough	Yes	18	30	5	7970	0 varies		Iu	No			0.15L	
New	Slough	Yes	19	30	28	1423	0.50		Iu	No			0.42L	
New	Slough	Yes	19	30	32	3114	0.50		Iu	No			0.15R	
New Kx	Lateral	Yes	19	26	22	1600	0.100		nm	No			0.55L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
New River	Drain	Yes	19	28	35	2129	0	100	Iu	Yes		0	20R	Portion has been relocated
New River	Drain	Yes	19	29	32	5880	0	100	Iu	No	Contract	0	18R	Contract dated 1/22/21
New River	Drain	Yes	19	29	31	5880	0	100	Iu	No	1890	0	19R	
New River	Drain	Yes	19	29	33	3680	0	150	Iu	No		0	18R	
New River 1	Drain	Yes	19	29	29	5280	0	50	Iu	No	Deed	0	19R	SE4 7-3-06 Bk8m pg 599
New River 1	Drain	Yes	19	29	32	4230	0	50	Iu	No		0	18R	
New River BR	Drain	Yes	19	28	34	6657	0	50	nm	No		0	20R	
New River BR 3	Drain	Yes	18	29	4	5100	0	100	Iu	No		0	18L	Portion in N2NW4 overlaps L Line Canal
New River Br 4	Drain	Yes	19	29	33	3850	0	100	Iu	No		0	18R	
New River BR 5	Drain	Yes	19	29	32	3850	0	100	Iu	No		0	18R	Overlaps L Line canal easement
New River Ext BR1	Drain	Yes	19	28	26	1600	0	50	Iu	No		0	37L	
New River Ext BR1	Drain	Yes	19	28	36	1600	0	100	Iu	No		0	19R	
New River Ext BR1	Drain	Yes	19	28	35	6140	0	100	Iu	No		0	20R	
New Swope	Drain	Yes	19	30	14	4030	0	60	Iu	No	1890/deed	0	43R&L	3/20/14 bk12 deedcs pg 19
New Swope	Drain	Yes	19	30	23	5510	0	60	Iu	No	1890	0	43L	
New River	Drain	Yes	19	28	36	5190	0	100	Iu	No		0	19R	Portion is filled in
New River	Drain	Yes	18	29	3	7100	0	100	Iu	No	Contract	0	17L	Contract dated 1-22-21
New River	Drain	Yes	18	29	2	5400	0	100	Iu	No	Contract	0	17L	Contract dated 1-28-21
New River	Drain	Yes	18	29	4	2480	0	100	Iu	No	Contract	0	18L	Contract dtd 1-22-21
New River	Drain	Yes	18	29	1	5280	0	100	Iu	Yes	1890	0	16L	
Norcutt	Drain	Yes	17	29	7	5124	0	70	Iu	No		0	119R	
Norcutt	Drain	Yes	17	29	8	1274	0	70	Iu	No		0	119R	
Norcutt	Drain	No	17	29	17	1448	0	50	nm	Yes		0	119L	Does not exist
Norcutt BR1	Drain	Yes	17	29	8	2587	0	50	Iu	No		0	119R	
Norcutt ext	Drain	Yes	17	29	8	1761	0	70	Iu	No		0	119R	
Norton	Drain	Yes	19	31	18	5100	0	50	Iu	No		0	44L	
Norton BR1	Drain	Yes	19	31	18	90	0	50	Iu	No		0	44L	
Norton BR1	Drain	Yes	19	31	17	970	0	50	Iu	No		0		
Nygren	Drain	Yes	19	30	19	3952	0	50	Iu	No		0	41L	
OAR	Drain	No	19	27	24	4400	0	varies	nm	Yes		0	34L	Not shown on photo
Old N7	Lateral	Yes	19	28	19	850	0	60	nm	Yes		0	35L	Not maintained
Old River S Ditch	Canal	Yes	19	28	25	2430	0	100	Iu	No		0	19R	
Oles Pond	Canal	Yes	19	29	14	3224	0	100	Iu	No		0	40L	
Orr Ditch	Lateral	Yes	19	27	24	296	0	50	Iu	Yes		0	34L	Correct name NS
P	Lateral	Yes	3	19	27	635	0	50	nm	Yes	CPRY	0	33R	Does not exist
P	Lateral	Yes	19	27	10	8725	0	100	nm	Yes	1890	0	33R	Does not exist
P	Lateral	Yes	19	27	4	4665	0	100	nm	Yes	1890	0	33R	Does not exist
P	Lateral	Yes	19	27	15	3210	0	100	nm	Yes	CPRY	0	34L	Does not exist
Pa	Lateral	Yes	19	27	15	925	0	60	nm	Yes	CPRY	0	34L	Does not exist
Pa	Lateral	Yes	19	27	10	1215	0	60	nm	Yes	1890	0	34R	Does not exist
Paiute	Drain	Yes	19	30	13	4910	0	Varies	Iu	No		0	43L	
Paiute BR 1	Drain	No	19	31	7	1005	0	50	nm	Yes		0	44R	Does not physically exist
Paiute Br 1	Drain	Yes	19	30	13	1850	0	100	Iu	No		0	43L	Easement overlaps Sline canal
Paiute BR 1	Drain	Yes	19	31	6	3960	0	50	Iu	No		0	44R	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Paiute BR 10	Drain	Yes	19	30	13	700	0	100	iu	No			043L	Overlaps Sline canal
Paiute BR 10	Drain	Yes	19	30	13	2180	0	70	iu	No			043L	Overlaps S Line canal
Paiute BR 2	Drain	Yes	19	30	1	1300	0	50	iu	No			043R	
Paiute BR 3	Drain	Yes	19	30	13	3190	0	Varies	iu	No			043L	
Paiute BR3 Ext	Drain	Yes	19	30	24	4970	0	Varies	iu	No			043L	
Paiute Dee	Drain	Yes	19	30	12	6630	0	100	iu	No			043R	
Paiute Deep	Drain	Yes	19	30	1	2900	0	100	iu	No			043R	
Paiute Deep	Drain	Yes	19	31	6	4129	0	100	iu	No			044R	
Patrick	Drain	Yes	19	30	2	5280	0	50	iu	No			043R	
Patrick	Drain	No	19	30	11	3130	0	60	nm	Yes			043R	Does not physically exist
Pb	Lateral	Yes	19	27	10	3111	0	60	nm	Yes	1890		034R	Does not exist
Pb	Lateral	Yes	19	27	2	2640	0	60	nm	Yes			034R	Does not exist
Pb	Lateral	Yes	19	27	11	5440	0	60	nm	Yes	CPRY		034R	Does not exist
Pc	Lateral	Yes	19	27	10	4575	0	60	nm	Yes	1890		034R	Does not exist
Pd	Lateral	Yes	3	19	27	4261	0	60	nm	Yes	CPRY		034R	Does not exist
Pearl	Lateral	Yes	19	27	1	615	0	60	a	No			034R	Abandoned by doc 7-7-92
Petrea	Drain	Yes	19	27	23	812	0	60	iu	No			033L	
Pf	Lateral	Yes	19	27	4	2625	0	60	nm	Yes	1890		033R	Does not exist
Pf	Lateral	Yes	3	19	27	2623	0	60	nm	Yes	CPRY		033R	Does not exist
Phillips	Drain	Yes	19	28	27	5552	0	60	nm	No			020R	
Phillips	Drain	Yes	19	28	26	1020	0	60	iu	No			037L	Portion is filled in & not maintained
Phillips BR 1	Drain	Yes	19	28	27	597	0	50	iu	No			020R	
Pierson Wastewater	Ditch	No	17	29	2	4507	0	65	nm	No			0117R	
Pirtle	Drain	Yes	19	28	19	1450	0	Varies	iu	No			035L	
Pirtle	Drain	No	19	28	19	610	0	Varies	A	No			035L	
Pirtle	Drain	Yes	19	28	30	920	0	50	iu	No			022R	
Pirtle Br1	Drain	Yes	19	28	19	1460	0	Varies	iu	No			035L	
Ponte	Drain	Yes	19	29	8	5350	0	Varies		No			038R	
Ponte	Drain	Yes	19	29	9	1323	0	100	iu	No			039R	
Q	Lateral	Yes	19	27	11	250	0	100	iu	No	CPRY		034R	
Q	Lateral	No	19	27	1	6380	0	100	a	No	CPRY		034R	Abandoned by doc 7-7-92
Q	Lateral	No	20	28	31	2950	0	100	a	No	CPRY		060L	Abandoned by doc 11-12-91
Q	Lateral	No	19	27	12	3840	0	100	a	No	1890		034R	Abandoned by document
Qa	Lateral	No	19	27	11	1130	0	60	a	No	CPRY		034R	Abandoned by document
Qa	Lateral	No	19	27	12	1860	0	60	a	Yes	1890		034R	Show as abandoned
Qa	Lateral	No	19	27	1	5740	0	60	a	No	CPRY		034R	Abandoned by doc 7-7-92
Qb	Lateral	No	19	27	12	1335	0	60	a	No	1890		034R	
Qb	Lateral	No	19	27	1	2020	0	60	a	No	CPRY		034R	Abandoned by doc 7-7-92
R	Wasteway	No	19	28	11	530	0	100	nm	No	1890		037R	Does not physically exist
R Line	Canal	Yes	19	30	30	3532	0	150	iu	Yes	1890		041L	Change name
R Line	Canal	Yes	19	30	16	5590	0	100	iu	Yes	1890		041L	Change name
R Line	Canal	Yes	19	30	20	6865	0	100	iu	Yes	1890		015R	Change name
R Line	Canal	Yes	19	30	21	2635	0	100	iu	Yes	1890		014R	Change name
R Line	Canal	Yes	19	30	9	3560	0	60	iu	Yes	1890		042R	Change name

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
R Line	Canal	Yes	19	30	30	2746	0.70		Iu	Yes	1890	0	15R	Change name
R Line	Canal	Yes	19	30	10	5800	0.60		Iu	Yes	1890	0	42R	Portion in NWNW relocated/change name
R1	Lateral	No	19	28	11	6200	0.60		nm	No	1890	0	37R	Does not physically exist
R1	Lateral	Yes	19	30	30	2030	0.50		Iu	No		0	15R	
R10	Lateral	Yes	19	30	9	635	0.60		Iu	Yes		0	42R	used to be part of BR 55a drain
R11	Lateral	Yes	19	30	10	5280	0.60		Iu	Yes		0	42R	Change name/portion in SESE not maintained
R11-1	Lateral	Yes	19	30	10	5320	0.60		Iu	Yes		0	42R	Portion relocated/show on map/change name
R11-2	Lateral	No	19	30	10	650	0.60		nm	Yes		0	42R	Change name/is not used
R12	Lateral	Yes	19	30	3-	735	0.60		Iu	Yes		0	42R	Change name
R12	Lateral	Yes	19	30	10	315	0.50		Iu	Yes		0	42R	Add name
R1a	Lateral	No	19	28	11	1230	0.60		nm	No	1890	0	37R	Does not physically exist
R2	Lateral	No	19	28	11	1207	0.60		nm	No	1890	0	37R	Does not physically exist
R2	Lateral	Yes	19	30	19	5650	0.60		Iu	Yes		0	41L	Old name SS Lateral
R2	Lateral	Yes	19	30	17	2350	0.100		Iu	Yes	1890	0	41L	Change name
R2-1	Lateral	Yes	19	30	20	4000	0.65		Iu	Yes	1890	0	41L	Change name/East 1050' of ditch is now private
R2-1	Lateral	Yes	19	30	19	635	0.60		Iu	Yes	1890	0	15R	Change name
R2-2	Lateral	Yes	19	30	19	2900	0.50		Iu	Yes		0	41L	Check for proper name
R23	Lateral	Yes	19	28	9	1700	0.70		Iu	Yes	1890	0	41L	Change name
R3	Lateral	Yes	19	30	20	1620	0.40		nm	Yes		0	36R	Is now a private lateral
R3	Lateral	Yes	19	30	19	1275	0.60		Iu	Yes	1890	0	15R	Change name
R4	Lateral	Yes	19	30	19	1850	0.60		Iu	Yes		0	41L	Correct name
R4	Lateral	Yes	19	30	22	1320	0.60		nm	Yes	1890	0	42L	Portion now private
R4	Lateral	No	19	28	9	3100	0.60		nm	No	CPRY	0	36R	Does not physically exist
R4	Lateral	No	19	28	10	400	0.60		nm	No	1890	0	36R	Does not physically exist
R4	Lateral	Yes	19	30	20	1940	0.60		Iu	Yes	1890	0	15R	Change name
R4	Lateral	No	19	28	4	2450	0.65		nm	No	1890	0	36R	Does not physically exist
R4	Lateral	Yes	19	30	21	5820	0 varies		Iu	Yes	1890	0	14R	Change name
R4-1	Lateral	Yes	19	30	22	1320	0.65		Iu	Yes	1890	0	42L	Change name
R4a	Lateral	No	19	28	9	125	0.60		nm	No	CPRY	0	36R	Does not physically exist
R4a	Lateral	No	19	28	4	693	0.60		nm	No	1890	0	36R	Does not physically exist
R5	Lateral	Yes	19	30	21	1500	0.55		Iu	Yes	1890	0	14R	Only south 350' of ditch is used-earth plug
R6	Lateral	Yes	19	30	21	3800	0.60		Iu	Yes	1890	0	14R	Change name
R6	Lateral	Yes	19	30	15	5990	0.60		Iu	Yes	1890	0	42L	Change name/Pt in W2NE is not maintained
R6-1	Lateral	Yes	19	30	22	1075	0.60		Iu	Yes	1890	0	42L	Change name
R6-1	Lateral	Yes	19	30	21	635	0.60		Iu	Yes	1890	0	14R	Change name
R6-1	Lateral	No	19	30	21	2496	0.60		nm	Yes	1890	0	14R	Most of ditch does not exist/change name
R6-3	Lateral	Yes	19	30	15	3850	0.80		Iu	Yes	1890	0	41L	Change name
R6-4	Lateral	Yes	19	30	15	748	0.60		nm	Yes	1890	0	42L	Change name/Pt in SE not maintained & pt filed in
R7	Lateral	Yes	19	30	15	2775	0.60		Iu	Yes	1890	0	42L	Change name
R7	Lateral	Yes	19	30	16	2675	0 varies		Iu	Yes	1890	0	42L	Change name/pt E2 NW not maintained
R8	Lateral	Yes	19	30	16	1990	0.60		Iu	Yes	1890	0	41L	Change name
R9	Lateral	Yes	19	30	10	5280	0.65		Iu	Yes		0	41L	Change name
R9	Lateral	Yes	19	30	9	2010	0.60		Iu	Yes	1890	0	42R	Change name

Facility Name	Description	Necessary	Township	Range	Section	Length (Width)	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
RaB John	Lateral	No	20	28	28	3025 0'60		nm	Yes			0'59R	Does not exist
Reid	Lateral	No	18	29	18	1600 0'50		nm	Yes			0'5R	Doesn't physically exist
Rock Dam	Ditch	Yes	19	26	25	2945 0'60		iu	Yes			0'26R	Change name
Rock Dam	Canal	Yes	19	27	19	6009 0'varies		iu	Yes			0'32L	Correct name Rock dam ditch left
Rock Dam	Ditch	Yes	18	26	35	5562 0'60		iu	Yes			0'36R	Change name/bk9 pg273 1-28-07
Rock Dam	Ditch	Yes	19	26	33	1313 0'60		iu	No			0'26R	
Rock Dam	Ditch	Yes	19	26	34	6308 0'60		iu	Yes			0'26R	Change name
Rock Dam 1	Ditch	Yes	19	26	34	1652 0'60		iu	Yes			0'26R	Change name
Rock Dam 1	Ditch	Yes	19	26	28	2970 0'60		iu	Yes			0'26R	Change name
Rock Dam 1	Ditch	Yes	19	26	26	4239 0'60		iu	Yes			0'26R	Change name
Rock Dam 1	Ditch	Yes	19	26	36	2886 0'60		iu	Yes			0'36R	Change name
Rock Dam 1	Ditch	Yes	19	26	35	5592 0'80		iu	Yes			0'36R	Change name
Rock Dam Ditch	Lateral	Yes	18	26	2	1215 0'60		iu	Yes			0'26R	two maps need to be combined
Rock Dam left	Lateral	Yes	19	26	24	4150 0'60		iu	Yes			0'31L	Change name
S	Drain	No	19	30	7	6100 0'50		nm	Yes	1890		0'41R	Does not physically exist
S	Drain	Yes	19	29	25	667 0'50		nm	No	1890		0'16R	
S	Drain	No	19	29	26	2985 0'50		nm	No	1890		0'17R	
S	Drain	Yes	19	29	24	7463 0'50		iu	Yes	1890		0'40L	
S Fork	Drain	Yes	18	28	14	1350 0'65		iu	No			0'4R	Bk 13 Pg 537 half of the drain not in use
S Line	Canal	Yes	19	29	27	5363 0'150		iu	No	1890		0'17R	
S Line	Canal	Yes	19	29	28	5710 0'150		iu	No	Deed/1890		0'18R	SW4 8-7-07 Bk9D Pg 310/N2SE4 8-7-07 Bk9 Pg 346
S Line	Canal	Yes	19	29	26	5313 0'150		iu	No			0'17R	
S Line	Canal	Yes	19	29	29	6270 0'150		iu	No	Deed/1890		0'19R	N2SW4 7-11-06 Bk8 Pg548/SE4 7-3-06 Bk8 pg538
S Line	Canal	Yes	19	29	25	5333 0'150		iu	No	1890		0'16R	
S Line	Canal	Yes	19	30	26	1323 0'100		iu	Yes	1890		0'43L	Change name
S Line	Canal	Yes	18	29	30	5630 0'150		iu	No	Deed/1890		0'19R	N2 NW4 Bk 8m Pg 488
S Line	Canal	Yes	19	31	8	6716 0'100		iu	Yes	VWR		0'44R	Change name
S Line	Canal	Yes	19	30	1	7820 0'100		iu	Yes	Deed/VWR		0'43R	Portion has been relocated/Bk10 pg343 6-11-10
S Line	Canal	Yes	19	30	28	5234 0'100		iu	Yes	1890		0'42L	Change name
S Line	Canal	Yes	19	30	29	5333 0'85		iu	Yes			0'15R	Change name
S Line	Canal	Yes	19	30	24	3500 0'85		iu	Yes	1890		0'43L	Change Name
S Line	Canal	Yes	19	31	18	1900 0'100		iu	Yes			0'44L	Change name
S Line	Canal	Yes	19	31	17	1580 0'100		iu	Yes	Vested/189		0	Change name
S Line	Canal	Yes	19	30	30	6836 0'100		iu	Yes	1890		0'15R	Change name
S Line	Lateral	Yes	19	31	7	4627 0'100		iu	Yes	deed		0'44R	Change name/Bk 10 6-11-10
S Line	Canal	Yes	19	28	25	2229 0'150		iu	No			0'19R	Bk8m Pg 214
S Line	Canal	Yes	19	30	29	1174 0'50		iu	No			0'15R	
S/UprSdaLk	Drain	Yes	19	28	23	2400 0'100		iu	No			0'37L	
S1	Drain	Yes	19	29	25	2109 0'50		iu	No	1890		0'16R	
S1	Drain	No	19	29	27	1811 0'50		nm	Yes			0'17R	Doesn't exist-currently site of reservoir
S1	Drain	Yes	19	30	15	5280 0'80		iu	No	1890		0'42L	
S1	Lateral	Yes	18	30	6	796 0'100		iu	No			0'15L	
S1	Lateral	Yes	19	29	30	2000 0'60		iu	No			0'19R	
S1	Drain	Yes	19	36	29	2607 0'50		iu	No			0'16R	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
S1	Drain	No	19	29	25	4547	0.50		nm	No	1890		0.17R	Does not physically exist
S1	Drain	Yes	19	29	28	3175	0.50		iu	No	Deed		0.18R	N2 SE4 8-7-07 Bk9 pg 346/SW4 8-7-07 Bk9D pg 310.
S1	Drain	Yes	19	29	27	1363	0.50		iu	No			0.17R	
S1	Drain	Yes	19	30	30	4089	0.45		iu	No	1890		0.15R	
S1	Drain	Yes	19	30	21	4630	0.60		iu	No			0.14R	
S10	Lateral	Yes	19	29	25	6746	0.60		iu	No			0.16R	Portion has been relocated
S11	Drain	Yes	19	30	20	1375	0.60		iu	No			0.15R	
S11	Drain	Yes	19	30	21	5980	0.60		iu	No			0.14R	
S11	Lateral	Yes	19	29	25	1572	0.60		iu	No			0.16R	
S12	Lateral	Yes	19	29	25	1383	0.50		iu	No	1890		0.16R	
S13	Lateral	Yes	19	30	19	6600	0.60		iu	Yes			0.41L	Old name S14
S14	Lateral	Yes	19	30	28	3274	0.60		iu	Yes	1890		0.42L	Change name
S17	Lateral	Yes	19	30	22	5280	0.50		iu	Yes	1890		0.42L	Change name
S17	Lateral	Yes	19	30	11	6200	0.60		iu	Yes	1890		0.43R	Change name
S17	Lateral	Yes	19	30	2	4000	0.60		iu	Yes	1890		0.43R	Change name/portion in NESW does not exist
S17	Lateral	Yes	19	30	14	6280	0.60		iu	Yes	1890		0.43R&L	Change name
S17	Lateral	Yes	19	30	23	2700	0.65		iu	Yes	1890		0.43L	Change name
S17-1	Lateral	Yes	19	30	22	2050	0.60		iu	Yes	1890		0.42L	Change name
S17-2	Lateral	Yes	19	30	22	1370	0.60		iu	Yes	1890		0.42L	Change name
S17-3	Lateral	Yes	19	30	14	1590	0.60		iu	Yes	1890		0.43L	Change name
S17-4	Lateral	Yes	19	30	11	2700	0.85		iu	No	1890		0.43R	
S17-5	Lateral	Yes	19	30	11	775	0.50		iu	Yes	1890		0.43R	Change name
S18	Lateral	Yes	19	30	23	3950	0.50		iu	Yes	1890		0.43L	Change name
S19	Lateral	Yes	19	30	24	6700	0. varies		iu	Yes	1890		0.43L	Change name
S19	Lateral	Yes	19	31	17	4800	0.85		iu	Yes	Deed/1890	0		Change name/NWNW 6-11-10 bk10 pg343
S19	Lateral	Yes	19	31	18	7390	0.85		iu	Yes	1890/veste		0.44L	Change name
S19	Lateral	Yes	19	31	19	5900	0.100		iu	Yes	1890		0.44L	Change name
S19-1	Lateral	Yes	19	31	18	3510	0.50		iu	Yes	1890/veste		0.44L	Change name
S1a	Drain	Yes	18	29	2	3914	0.60		iu	No	1890		0.17L	
S1A	Drain	Yes	19	30	30	279	0.50		nm	Yes	1890		0.15R	Does not physically exist
S1b	Drain	Yes	18	30	6	8537	0. varies		nm	No			0.15L	
S1b	Lateral	No	18	30	5	179	0.60		nm	Yes			0.15L	Does not exist
S1B	Drain	Yes	18	29	1	1300	0.60		iu	No	1890		0.16L	
S1B	Drain	No	19	36	29	5274	0.50		nm	Yes			0.16R	
S1D	Drain	Yes	19	29	35	3960	0.50		iu	No			0.17R	
S1D1	Drain	No	19	36	29	1721	0.50		nm	No			0.16R	Does not physically exist
S1H	Lateral	No	19	30	31	1496	0.60		nm	Yes			0.16R	Does not exist
S1h	Drain	Yes	18	30	6	2537	0.45		iu	No			0.15L	
S1N	Drain	No	19	30	31	1275	0.45		nm	No			0.16R	
S2	Wasteway	Yes	19	30	2	4700	0.70		iu	No			0.43R	
S2	Lateral	Yes	19	29	19	3140	0.60		iu	No	1890		0.38L	Portion has been relocated
S2	Lateral	Yes	19	29	30	735	0.60		iu	No	1890		0.19R	
S2	Lateral	Yes	19	29	20	3200	0.60		iu	No			0.38L	has been relocated-was called S2 lateral ext
S2 cBr 3	Drain	Yes	19	30	23	1250	0.60		iu	No			0.43L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
S2 Ext	Drain	Yes	19	30	11	2650	0	50	iu	No			043R	
S2 Ext	Drain	Yes	19	30	14	7775	0	50	iu	No			043L	
S2 G	Drain	No	19	36	29	328	0	50	nm	No			043L	
S2 Wasteway Ext	Drain	Yes	19	30	11	2840	0	60	iu	No			016R	Does not physically exist
S2 Wasteway Ext Br	Drain	Yes	19	30	14	1500	0	50	iu	No			043R	
S2 Wasteway Ext Br	Drain	Yes	19	30	11	2640	0	60	iu	No			043R	
S20	Lateral	Yes	19	30	24	2735	0	Varies	iu	Yes	1890		043L	Change Name
S21	Lateral	Yes	19	30	13	1300	0	65	iu	Yes	1890		043L	Change name
S21	Lateral	Yes	19	30	24	2950	0	60	iu	Yes	1890		043L	Change name
S22	Lateral	Yes	19	30	12	5500	0	85	iu	Yes	Deed/VWR		043R	Change name
S22-1	Lateral	Yes	19	30	12	2640	0	100	iu	Yes	Deed		043R	Change name/Bk 10d pg 108 3-12-09
S2a	Drain	Yes	19	30	22	2640	0	60	iu	Yes	Deed		043R	Change name/Bk15 pg 400 & 402
S2c	Drain	Yes	19	30	23	5760	0	100	iu	Yes	1890		042L	Only 1380' easement on P&S-2640' maintained
S2c Br 1	Drain	Yes	19	30	23	1320	0	75	iu	No	1890		043L	
S2c Br 2	Drain	Yes	19	30	23	2000	0	Varies	iu	No	1890		043L	
S2c1	Drain	Yes	19	30	23	2640	0	60	iu	No			043L	
S2G	Drain	Yes	19	30	31	3500	0	50	iu	No	1890		043L	
S3	Lateral	Yes	19	29	29	3200	0	Varies	iu	No	1890		016R	
S3-1	Lateral	Yes	19	29	32	2620	0	60	iu	Yes			019R	
S4	Lateral	Yes	19	29	28	2850	0	30	iu	Yes	Deed		018R	Portions have been relocated
S4	Lateral	Yes	19	29	29	2550	0	20	iu	No	Deed		018R	1000' in NWSW is main, remainder is private Bk15
S5	Lateral	Yes	19	29	9	3303	0	150	iu	No			019R	9-24-21 Bk15 pg 523
S5	Lateral	Yes	19	29	21	5345	0	150	iu	No			039R	
S5	Lateral	Yes	19	29	16	8700	0	150	iu	No	1890		039L	
S5	Lateral	Yes	19	29	20	3881	0	150	iu	Yes	1890		039L	Correct alignment in SW 1/4
S5	Lateral	Yes	19	29	28	2380	0	150	iu	No	1890		039R	Portion is not maintained
S5-1	Lateral	Yes	19	29	16	4435	0	60	iu	Yes	1890		018R	Portion in the NW NW has been relocated
S5-2	Lateral	Yes	19	29	16	400	0	150	iu	No			039L	
S5a	Drain	Yes	19	30	19	1320	0	45	iu	Yes			039L	
S5a	Drain	Yes	19	30	9	6580	0	Varies	nm	Yes			041L	Correct the name
S5A	Drain	No	19	30	17	4700	0	60	nm	Yes	1890		042R	Portion in NE quarter does not exist
S5a ext	Drain	Yes	19	30	9	2625	0	60	nm	Yes	1890		041L	
S5b	Drain	Yes	19	30	20	4050	0	50	nm	No			042R	
S6	Lateral	Yes	19	29	28	2775	0	100	iu	No	1890		015R	
S6	Lateral	Yes	19	29	34	5741	0	70	iu	No	Deed		018R	E2SW4 9-25-14 Bk12D Pg 126/SE4 8-7-07 Bk9 pg 34
S6	Lateral	Yes	18	30	5	5403	0	100	iu	No			017R	Bk12 pg 126 9-25-14
S6	Lateral	Yes	19	30	31	7080	0	100	iu	No			015L	
S6	Drain	Yes	19	30	16	5250	0	45	iu	Yes			016R	Change name
S6	Lateral	Yes	19	36	29	7174	0	100	iu	Yes	1890		041L	Change name/easement overlaps RLine easement
S6	Lateral	Yes	19	29	33	2930	0	100	iu	No			016R	
S6	Lateral	Yes	19	29	35	7840	0	85	iu	No	Deed		018R	N2NE4 9-25-14, Bk12D pg 126
S6-1	Lateral	No	19	29	27	289	0	80	iu	No			017R	
S6-1	Lateral	Yes	19	29	34	3970	0	60	nm	No	1890		017R	Does not physically exist
S6-2	Lateral	Yes	19	29	34	4030	0	60	iu	No	Deed		017R	Bk9 9-12-07
									iu	No	Deed		017R	Bk9D 8-07-07

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
S6-3	Lateral	Yes	19	29	35	2577	0 50		iu	No		0 17R		
S6-4	Lateral	Yes	18	29	2	5376	0 50		iu	No	Deed	0 17L	Bk9 Pg276 8-22-07	
S6-5	Lateral	No	19	29	35	200	0 100		nm	Yes		0 17R	Does not physically exist	
S6-5	Lateral	Yes	18	29	1	4509	0 65		iu	No	1890	0 16L		
S6-6	Lateral	Yes	18	29	1	7717	0 50		iu	No	1890	0 16L		
S6-7	Lateral	Yes	19	30	31	3870	0 65		nm	Yes		0 16R		Harmon Pasture spill
S7	Lateral	Yes	19	29	13	8995	0 100		iu	No		0 40L		section in SWSE abandoned by document
S7	Lateral	Yes	19	30	17	5570	0 100		iu	Yes	1890	0 41L		Many portions relocated
S7	Lateral	Yes	19	29	26	1622	0 100		iu	No	1890	0 17R		
S7	Lateral	Yes	19	30	8	4655	0 100		iu	Yes		0 41R		
S7	Lateral	Yes	19	30	19	5340	0 100		iu	Yes		0 41L		Change name
S7	Lateral	Yes	19	29	14	1512	0 50		iu	No		0 40L		
S7	Lateral	Yes	19	29	27	4259	0 100		iu	No	Deed	0 17R		Bk 190 pg 216 12-31-80
S7	Lateral	Yes	19	29	24	6985	0 50		iu	No	1890	0 40L		
S7	Lateral	Yes	19	29	23	6758	0 100		iu	No	1890	0 40L		Portion in NENE has been relocated
S7-3	Lateral	Yes	19	30	16	2075	0 100		iu	Yes		0 41L		Change name
S7-3	Lateral	Yes	19	30	17	6450	0 75		iu	Yes	1890	0 41L		Many portions relocated.
S7-3-T3	Lateral	Yes	19	30	16	3820	0 60		iu	Yes	1890	0 41L		Change name/status of ditch uncertain
S7-4	Lateral	Yes	19	30	9	975	0 65		iu	Yes	1890	0 41R		Change name
S7-4	Lateral	Yes	19	30	8	2240	0 65		iu	Yes	1890	0 41R		
S7-4 ext	Lateral	No	19	30	9	655	0 60		nm	Yes		0 41R		
S7b	Drain	Yes	19	30	15	3730	0 50		iu	No	1890	0 42L		
S8	Lateral	Yes	19	29	26	6617	0 60		iu	No	1890	0 17R		
S9	Drain	No	19	29	25	1801	0 50		nm	No	1890	0 16R		Does not physically exist
S9	Lateral	Yes	19	29	26	1274	0 50		iu	No		0 17R		
SA	Lateral	No	19	28	35	1940	0 60		A	No		0 20R		Abandoned by document
SBrCarsRiv	Slough	Yes	18	28	10	3300	0 Varies		iu	Yes		0 20L		Portion in NENE re-channelled
SBrCarsRiv	Slough	Yes	18	28	11	5000	0 Varies		iu	No		0 20L		
SC	Lateral	No	19	28	26	1200	0 60		nm	No		0 37L		
Schaffer	Lateral	Yes	18	29	26	4460	0 50		nm	Yes	Deed	0 7L		2/25/20 Bk12mPg57-Only small pt NENE still exists
Scrimsher wood	Drain	Yes	19	28	19	3200	0 50		iu	No		0 35L		Portions are not maintained & relocated
Scrimsher-Wood	Drain	No	19	27	13	2398	0 50		nm	Yes		0 34L		Does not exist
Sd	Drain	Yes	19	29	32	2430	0 50		iu	No	Deed	0 18R		7-3-06 Bk 8 pg 538
SD	Drain	Yes	19	29	31	1025	0 50		iu	No	Deed	0 19R		N2 NE4 7-11-06 Bk8 pg 541
SD	Drain	Yes	19	29	30	3350	0 40		iu	No	Vested	0 19R		
SForkCarso	Drain	Yes	18	28	14	735	0 60		iu	No		0 4R		Bk13 Pg 537
SForkCarso	Drain	Yes	18	28	14	6000	0 50		iu	Yes		0 4R		Bass Ranch re-routed a portion
SForkGrive	Drain	Yes	18	28	13	800	0 Varies		iu	No		0 5R		
Shaffner	Drain	Yes	20	29	35	2627	0 50		iu	No		0 55L		
Shaffner	Drain	Yes	20	29	36	5084	0 50		iu	No		0 55L		
Shaffner	Drain	Yes	19	29	2	1294	0 70		iu	No		0 40R		
Shaffner BR1	Drain	Yes	19	29	2	2448	0 50		iu	Yes		0 40R		Portion has been relocated-portion is piped
Shaffner BR1	Drain	Yes	19	29	2	1353	0 50		iu	No		0 40R		
Shaffner BR1	Drain	Yes	20	29	35	1333	0 50		iu	No	1890	0 56L		

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Sheckler	Drain	Yes	18	28	4	5200	0	100	Iu	No			0.21L	
Sheckler	Drain	Yes	18	28	9	1215	0	80	Iu	No			0.21L	
Sheckler	Drain	Yes	18	28	5	4000	0	100	Iu	Yes			0.21L	Portion in NW1/4NE1/4 is piped
Sheckler	Drain	Yes	19	28	32	2995	0	100	Iu	No			0.21R	
Sheckler 1	Drain	Yes	18	28	4	3721	0	150	Iu	No			0.21R	
Sheckler 1	Drain	Yes	19	28	32	7000	0	100	Iu	No			0.21L	
Sheckler 1	Drain	Yes	19	28	33	2000	0	100	Iu	No			0.21R	
Sheckler 2	Drain	Yes	18	28	4	4925	0	100	Iu	No			0.21R	Portion in SW SE is tiled
Sheckler 2	Drain	Yes	19	28	33	3200	0	100	Iu	No			0.21L	
Sheckler 2 BR1	Drain	Yes	19	28	32	1294	0	50	Iu	No			0.21R	
Sheckler 2 Ext	Drain	Yes	19	28	32	1035	0	70	Iu	No			0.21R	
Sheckler BR 3	Drain	Yes	18	28	10	2657	0	70	Iu	Yes			0.21R	Portion in NESE does not exist
Sheckler Deep	Drain	Yes	18	28	15	200	0	50	Iu	No			0.20L	
Sheckler Deep	Drain	Yes	18	28	10	5300	0	100	Iu	No			0.4R	
Sheckler Inlet	Lateral	Yes	19	27	25	8000	0	100	Iu	No			0.20L	
Sherrit	Spill	Yes	19	26	24	1273	0	100	Iu	No			0.33L	
Sheuy	Drain	Yes	19	28	27	2000	0	?	?	Yes			0.31L	Need to get exact location & detail easement
Show	Drain	Yes	19	30	24	2000	0	50	Iu	No			0.20R	
Shrimsher	Lateral	Yes	19	27	24	2750	0	100	Iu	No			0.43L	
Sitton	Drain	No	18	29	31	2700	0	60	Iu	Yes			0.34L	
Sitton	Drain	Yes	18	28	36	3600	0	50	nm	Yes			0.5L	Not in use-does not physically exist
Sitton	Drain	Yes	18	28	25	1320	0	50	Iu	No			0.5L	
Sitton Eye Ext	Drain	Yes	18	28	25	1500	0	50	Iu	No			0.5L	
SLine	Canal	Yes	19	30	23	7800	0	50	Iu	No			0.5L	
SLine	Canal	Yes	18	30	13	5580	0	100	Iu	Yes	1890		0.43L	Change name
Soda Lake Deep	Drain	Yes	19	28	28	10280	0	100	Iu	Yes	Deed/1890		0.43L	Chg name, Bk10 Pg322 4/30/10
South fork	Lateral	No	18	28	23	3700	0	100	nm	Yes			0.21R	Parts of drain underground
Sp	Lateral	No	19	30	20	2617	0	60	Iu	Yes	Deed		0.4R	Pt NW NE not maintained-pt overlaps A line canal
Stergeon	Drain	No	19	28	14	2290	0	60	nm	Yes	1890		0.15R	Does not exist
Stergeon	Drain	Yes	19	28	15	5070	0	50	A	No			0.37L	Does not exist
Stergeon	Drain	Yes	19	28	10	3850	0	25	Iu	Yes	1890		0.36R	Portion of drain has been relocated (straightened)
Stergeon	Drain	Yes	19	28	9	5930	0	Varies	Iu	Yes	1890		0.36R	Portion in SE1/4 relocated/Port SWSW does not exi
Stergeon 1	Drain	Yes	19	28	9	6735	0	60	Iu	No			0.36R	
Steve	Drain	Yes	19	30	16	1274	0	60	Iu	No	Deed		0.36R	Bk 240 Pg 247
Sth Br Carson	River	Yes	19	28	33	2350	0	75	Iu	No			0.41L	
Sth Upr Soda Lake	Drain	Yes	19	28	33	10360	0	Varies	Iu	No			0.21R	
Sth Fork	Drain	Yes	18	28	27	2587	0	50	Iu	No			0.20R	
Stillwater	Slough	Yes	19	30	26	4800	0	50	Iu	Yes			0.4R	
Stillwater	Slough	Yes	19	30	24	6149	0	Varies	Iu	No			0.43L	
Stillwater	Slough	Yes	19	31	18	7000	0	Varies	Iu	No			0.43L	
Stillwater	Slough	Yes	18	30	31	3900	0	Varies	Iu	No			0.44L	
Stillwater	Slough	Yes	20	31	31	4089	0	Varies	Iu	No			0.8L	
Stillwater	Slough	Yes	19	30	25	6895	0	Varies	Iu	No			0.52L	
Stillwater	Slough	Yes	19	30	25	1530	0	Varies	Iu	No			0.43L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Stillwater	Slough	Yes	19	31	17	610	0	varies	iu	No			0	
Stillwater	Slough	Yes	19	30	13	5100	0	Varies	iu	Yes			0 43L	Needs to be re-drawn in actual location
Stillwater	Slough	Yes	19	31	7	4109	0	Varies	iu	No	VWR		0 44R	
Stillwater	Slough	Yes	19	30	33	4060	0	Varies	iu	Yes			0 14R	Change name
Stillwater	Slough	Yes	19	31	8	6637	0	Varies	iu	No			0 44R	
Stillwater BR	Slough	No	19	31	8	3801	0	70	nm	Yes			0 44R	Does not physically exist
Stillwater point Res	Drain	Yes	19	31	17	7460	0	50	iu	No			0	
Stillwater Point res	Drain	Yes	19	31	9	5215	0	50	nm	No			0 44R	
Stillwater Point Res	Outlet	Yes	19	31	18	1475	0	100	nm	No			0 44R	
Stillwater Sl Cutoff	Drain	Yes	19	31	5	3380	0	80	iu	No			0 44R	
Stillwater St Divers	Canal	Yes	19	30	25	8000	0	150	iu	No			0 43L	
Stillwater Slg Diver	Canal	Yes	19	30	28	1990	0	150	iu	No			0 43L	
StillwtrSloughCutOff	Drain	Yes	20	31	32	7080	0	100	iu	Yes			0 51L	Portion of drain relocated
Stock	Drain	Yes	20	24	11	1300	0	100	iu	No	1890		0 79L	
Stock Wate K2BA	Pipeline	Yes	20	24	13	8200	0	35	iu	Yes	1890		0 80L	Relocated portion NW NE 1/4
Stock water	Pipeline	Yes	20	25	19	1320	0	35	iu	Yes	1890		0 68R	Close to TC6-check easement
Stock Water	Pipeline	Yes	20	24	23	820	0	35	iu	Yes	1890		0 69R	Close to TC3 Lateral
Stock water	Pipeline	Yes	20	25	24	200	0	35	iu	No	1890		0 69R	To Ed Brush
Stock Wtr KB	Pipeline	Yes	20	24	24	1800	0	35	iu	Yes	1890		0 69R	Beside TC5 and relocated
Streife	Drain	Yes	20	25	17	3500	0	100	iu	No	1890		0 68R	No map-need map to check
Streiff	Drain	Yes	20	25	16	1000	0	100	iu	No	1890		0 68R	No map-need map to check
Streiff	Drain	Yes	20	25	20	1775	0	100	iu	No	1890		0 68R	
Streiff BR1	Drain	Yes	20	25	20	1120	0	100	iu	No	1890		0 68R	
Streiff BR1	Drain	Yes	20	25	20	465	0	100	iu	No	1890		0 68R	
Streiff BR2	Drain	Yes	20	25	20	1050	0	100	iu	No	1890		0 68R	
SUprSodaLk	Drain	Yes	19	28	26	4260	0	100	iu	No			0 37L	
SwE1	Drain	No	18	29	1	1300	0	60	nm	No	1890		0 16L	
T	Lateral	Yes	19	28	22	4000	0	100	iu	No	1890		0 36L	
T 8	Lateral	Yes	19	28	17	4200	0	60	iu	Yes	1890		0 35L	Part of canal not maintained-should be abandoned
T Line	Lateral	Yes	19	28	8	5319	0	150	iu	No			0 35R	Relocated
T Line	Lateral	Yes	19	28	17	4632	0	100	iu	Yes	1890		0 35L	Northern 1300' needs to be corrected to fit photo
T Line	Canal	Yes	19	28	24	6200	0	100	iu	No			0 37L	
T Line	Canal	Yes	19	27	14	3720	0	150	iu	No	1890		0 34L	
T Line	Canal	Yes	19	28	16	2670	0	100	iu	No	1890		0 36L	
T Line	Canal	Yes	20	25	20	5550	0	200	iu	No	1890		0 68R	
T Line	Canal	Yes	19	29	5	4527	0	100	iu	No	1890		0 38R	
T Line	Canal	Yes	19	28	27	2070	0	100	iu	No	1890		0 20R	
T Line	Lateral	Yes	19	28	6	3600	0	150	iu	No			0 35R	
T Line	Canal	Yes	18	27	20	5700	0	150	iu	No			0 32L	
T Line	Canal	Yes	19	29	4	3224	0	100	iu	No	1890		0 39R	
T Line	Canal	Yes	19	28	21	5760	0	100	iu	No	1890		0 36L	
T Line	Canal	Yes	19	27	12	5780	0	150	iu	No	1890		0 34R	
T Line	Canal	Yes	19	29	8	7600	0	100	iu	No	1890		0 38R	Drain needs to be redrawn
T Line	Canal	Yes	19	27	22	1460	0	150	iu	No			0 33L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
T Line	Lateral	Yes	19	28	5	4768	0	150	iu	Yes				
T Line	Canal	Yes	19	29	18	4160	0	100	iu	No	1890		0 35R	Remove old canal location from P&S map
T Line	Canal	Yes	19	27	15	5700	0	150	iu	No	CPRY		0 38L	
T Line	Canal	Yes	19	27	19	1195	0	150	iu	No			0 34L	
T Line	Canal	Yes	19	28	23	5690	0	100	iu	No	1890		0 32L	
T Line	Canal	Yes	19	29	19	3125	0	100	iu	No	1890		0 37L	
T Line	Lateral	Yes	19	28	7	3077	0	150	iu	No			0 38L	
T Line	Canal	Yes	19	27	21	7170	0	150	iu	No			0 35R	
T Line	Canal	Yes	19	27	11	3810	0	150	iu	No			0 33L	
T Line	Lateral	Yes	19	28	8	600	0	150	iu	No	CPRY		0 34R	
T1	Lateral	Yes	19	27	20	965	60		iu	Yes			0 35R	Change name on P&S Map?
T10	Lateral	Yes	19	28	16	965	0	60	iu	Yes			0 32L	Change name & check location
T11	Lateral	Yes	19	28	22	7030	0	60	iu	No	1890		0 36L	
T11	Lateral	Yes	19	28	23	1450	0	60	iu	No			0 37L	
T11	Lateral	Yes	19	28	23	1510	0	50	iu	No			0 37L	
T12	Lateral	Yes	19	28	27	3104	0	80	iu	No	1890		0 20R	
T12-1	Lateral	No	19	28	26	1880	0	60	nm	No			0 37L	
T12-2	Lateral	Yes	19	28	28	2210	0	60	iu	Yes			0 37L	
T13	Lateral	Yes	19	28	23	6050	0	60	iu	No	1890		0 37L	Portion SW NW doesn't physically exist
T13	Lateral	Yes	19	28	22	2560	0	60	iu	No	1890		0 37L	
T13	Lateral	No	19	28	24	3360	0	60	nm	No			0 36L	
T13	Lateral	Yes	19	29	7	5430	0	50	iu	No			0 37L	
T13	Lateral	Yes	19	28	12	3590	0	50	iu	Yes	1890		0 38R	Change name
T13	Lateral	Yes	19	28	14	4010	0	60	iu	No			0 37R	
T13	Lateral	Yes	19	28	13	5590	0	60	iu	No	1890		0 37L	
T13	Lateral	Yes	19	29	8	4360	0	60	iu	No			0 38R	
T13-1	Lateral	No	19	28	24	1380	0	50	nm	Yes			0 37L	Does not physically exist
T14	Lateral	Yes	19	29	19	1390	0	60	iu	No	1890		0 38L	
T15	Lateral	Yes	19	29	19	750	0	60	iu	No	1890		0 38L	
T15	Lateral	Yes	19	28	13	2870	0	50	iu	No	1890		0 37L	
T16	Lateral	Yes	19	29	18	1700	0	50	iu	No	Deed		0 38L	Bk20D pg 107
T16	Lateral	Yes	19	29	17	4425	0	50	iu	No			0 38L	
T17	Lateral	No	19	29	18	1540		Varies	nm	No			0 38L	
T18	Lateral	Yes	19	29	17	3300	0	50	iu	No			0 38L	
T2	Lateral	Yes	19	27	15	835	0	60	iu	Yes	CPRY		0 34L	Change name
T3	Lateral	Yes	19	27	15	2975	0	60	iu	Yes			0 34L	Change name
T4 (orig)	Lateral	No	19	28	6	6300	0	60	a	Yes			0 35R	Not on photo
T4 (reloca	Lateral	Yes	19	28	6	6500	0	60	iu	No			0 35R	
T5	Lateral	Yes	19	28	5	6280	0	100	iu	No			0 35R	
T5	Lateral	Yes	19	28	8	50	0	100	iu	Yes			0 35R	Need to update P&S map to fit photo
T5	Lateral	No	19	28	3	2660	0	100	nm	No	CPRY		0 36R	Does not physically exist
T5	Lateral	Yes	19	28	24	750	0	50	iu	No			0 37L	
T6	Lateral	Yes	19	28	9	6460	0	100	iu	No	CPRY/Dee		0 36R	SWNE & SENE 12/1/82 Bk214Pg271 relocation
T6	Lateral	No	19	28	11	5541	0	100	nm	No	1890		0 37R	Does not physically exist

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
T6	Lateral	Yes	19	28	8	550	0.100		iu	Yes			0.35R	
T6	Lateral	Yes	19	28	10	9420	0	Varies	iu	Yes	1890		0.36R	Lateral in E2 of section is not maintained
T7	Lateral	Yes	19	28	8	1451	0.75		iu	Yes			0.35R	Need to correct loc on P&S map
T7	Lateral	Yes	19	28	9	2880	0.60		iu	No	CPRY		0.36R	
T7	Lateral	Yes	19	28	16	2200	0.60		iu	No	1890		0.36L	
T8	Lateral	Yes	19	28	20	3080	0.60		iu	Yes	1890		0.35L	Portion is abandoned, portion relocated
T9	Lateral	Yes	19	28	16	1287	0.60		iu	No	1890		0.36r	
TC 13	Lateral	Yes	19	26	24	746	0.100		iu	Yes			0.31L	Change name
TC-4	Lateral	Yes	20	24	11	5550	0.60		iu	Yes			0.79L	Change name
TC1	Lateral	Yes	20	24	9	600	0.60		iu	No	1890		0.79L	
TC1	Lateral	Yes	20	24	10	4600	0.60		iu	No	1890		0.79L	
TC1-1	Lateral	Yes	20	24	10	2500	0.60		iu	No			0.79L	
TC1-1	Lateral	Yes	20	24	9	600	0.60		iu	No	1890		0.79L	
TC1-1	Lateral	Yes	20	24	15	750	0.60		iu	Yes	1890		0.79L	Change name
TC11	Lateral	Yes	20	26	32	4870	0.60		iu	Yes	1890		0.65L	Change name
TC11	Lateral	Yes	20	26	33	400	0.60		iu	Yes	1890		0.65L	Change name
TC12	Lateral	Yes	20	26	34	7260	0.60		iu	Yes	1890		0.64L	Change name
TC12	Lateral	Yes	19	26	04	3800	0.70		iu	Yes	1890		0.65L	Change name to
TC12	Lateral	Yes	20	26	33	1922	0.60		iu	Yes	1890		0.65L	Change name
TC12	Lateral	Yes	19	26	4	3840	0.60		iu	Yes			0.65L	Change name
TC12-2	Lateral	Yes	20	26	33	5332	0.50		iu	Yes	1890		0.65L	Change name
TC12-3	Lateral	Yes	20	26	34	930	0.60		iu	Yes	1890		0.64L	Change name
TC12-4	Lateral	Yes	20	26	34	750	0.60		iu	Yes	1890		0.64L	Change name
TC13	Lateral	Yes	19	27	8	3180	0.60		iu	Yes	1890		0.32R	Change name
TC13	Lateral	Yes	19	26	22	147	0.100		iu	Yes	1890		0.65L	Change name
TC13	Lateral	Yes	19	27	6	1500	0.60		iu	Yes	1890		0.32R	Change name
TC13	Lateral	Yes	19	26	23	2859	0.100		iu	Yes	1890		0	Change name
TC13	Lateral	Yes	19	27	7	5830	0.60		iu	Yes	1890		0.32R	Change name
TC13	Lateral	Yes	19	26	13	5516	0.100		iu	Yes			0.31L	Change name
TC13	Lateral	Yes	19	26	23	2000	0.100		iu	Yes			0	Old name = KX Lateral
TC13	Canal	Yes	19	26	22	1550	0.100		iu	Yes			0	Change name
TC13	Lateral	Yes	19	26	14	3300	0.100		iu	Yes			0.31L	Old KX Latera
TC13	Lateral	Yes	19	27	18	7000	0.100		iu	Yes	1890		0.32R	Change name
TC13 1-1	Lateral	Yes	19	27	18	2000	0.100		iu	Yes	1890		0.32R/L	Change name
TC13-1	Lateral	Yes	19	27	17	5400	0.60		iu	Yes	1890		0.32R	Change name
TC13-1	Lateral	Yes	19	30	15	5280	0.35		iu	Yes	1890		0.42L	Change name
TC13-1-1	Lateral	Yes	19	27	17	1200	0.60		iu	Yes	1890		0.32R	Change name
TC13-2	Lateral	Yes	19	27	8	1025	0.60		iu	Yes	1890		0.32R	Change name
TC13-2	Lateral	Yes	19	27	18	1320	0.100		iu	Yes	1890		0.32R	Change name
TC13-3	Lateral	Yes	19	27	7	1400	0.60		iu	Yes	1890		0.32R	Change name
TC13-4	Lateral	Yes	19	27	18	1320	0.100		iu	Yes	1890		0.32L	Change name
TC2	Lateral	Yes	20	24	14	5450	0.60		iu	Yes	1890/Deed		0.79L	Need to correct location on map/old KIB Lateral
TC3	Lateral	Yes	20	24	23	820	0.60		iu	Yes	1890		0.69R	Has been piped
TC3	Lateral	Yes	20	24	14	1475	0.60		iu	Yes	1890		0.79L	Change name

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
TC3	Lateral	Yes	20	24	14	1050	0	60	Iu	Yes	1890			
TC4	Lateral	Yes	20	24	23	836	0	60	Iu	Yes	1890		079L	Change name
TC4	Lateral	Yes	20	24	14	5800	0	60	Iu	Yes	1890		069R	Old KB Lateral-Change name
TC4	Lateral	Yes	20	24	12	3900	0	60	Iu	Yes	1890		079L	Change name-update location
TC4-1	Lateral	Yes	20	24	12	4500	0	60	Iu	Yes	1890		080L	Does not exist
TC5	Lateral	Yes	20	24	24	600	0	60	Iu	Yes	1890		080L	Part abandoned/part changed designation to drain
TC5	Lateral	Yes	20	25	18	1624	0	60	Iu	Yes	1890		069R	Change name
TC5	Lateral	Yes	20	24	13	9650	0	60	Iu	Yes	1890		080L	Change name
TC5-1	Lateral	Yes	20	24	14	1341	0	60	Iu	Yes	1890		080L	Change name -portion is piped
TC5-1-1	Lateral	Yes	20	24	13	1387	0	60	Iu	Yes	1890		079L	Change name
TC5-2	Lateral	Yes	20	24	13	5281	0	60	Iu	Yes	1890		080L	Change name
TC5-4	Lateral	Yes	20	24	13	2050	0	60	Iu	Yes	1890		080L	Change name
TC6	Lateral	Yes	20	25	20	2800	0	60	Iu	Yes	1890		080L	Change name
TC6	Lateral	Yes	20	25	19	2640	0	60	Iu	Yes	1890		068R	Change name
TC6	Lateral	Yes	20	25	20	3960	0	60	Iu	Yes	1890		068R	Change name
TC8-1	Lateral	Yes	20	25	20	2700	0	60	Iu	Yes	1890		068R	Change name
TC8	Lateral	Yes	20	25	21	4840	0	60	Iu	Yes	1890		068R	Change name
TC8-1	Lateral	Yes	20	25	22	4350	0	60	Iu	Yes	1890		068R	Change name
TC9	Lateral	Yes	20	25	22	300	0	60	Iu	Yes	1890		067R	3000' do not exist
Thoma	Drain	Yes	18	28	14	2180	0	100	Iu	Yes	1890		067R	Only part has easement-need more input
Thoma	Drain	No	18	28	3	1200	0	100	A	No			04R	
Thoma	Drain	Yes	18	28	11	7200	0	100	Iu	No			020L	Thoma drain easement terminated 7/10/81 bk198pg57
Thoma	Drain	No	18	28	2	560	0	100	A	No			020L	
Thompson	Lateral	Yes	18	29	25	1300	0	60	Iu	No	1890		020L	Thoma Drain easement terminated 7/10/81bk198pg57
Thompson	Drain	Yes	19	30	28	1960	0	50	Iu	No	1890		07L	
TLine	Canal	Yes	19	29	17	2600	0	100	Iu	No			042L	
Towie	Drain	Yes	19	28	34	527	0	70	Iu	No	deed		038L	2-9-7 bk9 pg396 deed gives 75' w of RowW each side
Truckee	Canal	Yes	20	23	13	4000	0	200	Iu	No			020R	
Truckee	Canal	Yes	20	24	24	7400	0	200	Iu	No			0usgs	
Truckee	Canal	Yes	20	23	20	5800	0	200	Iu	No	1890		069R	
Truckee	Canal	Yes	20	24	10	2030	0	200	Iu	No			0usgs	
Truckee	Canal	Yes	20	25	22	5550	0	200	Iu	No	1890		079L	
Truckee	Canal	Yes	19	26	04	6200	0	200	Iu	No	1890		067R	
Truckee	Canal	Yes	19	26	28	1105	0	200	Iu	No	1890		065L	
Truckee	Canal	Yes	19	26	27	4965	0	varies	Iu	No	1890		027R	
Truckee	Canal	Yes	20	25	23	5560	0	200	Iu	No	1890		026R	
Truckee	Canal	Yes	20	23	24	1800	0	200	Iu	No	1890		067R	
Truckee	Canal	Yes	20	25	30	1111	0	200	Iu	No			0usgs	
Truckee	Canal	Yes	20	26	19	3600	0	200	Iu	No	1890		067R	
Truckee	Canal	Yes	20	28	30	7280	0	200	Iu	No	1890		067R	
Truckee	Canal	Yes	20	26	31	1400	0	200	Iu	No			0	
Truckee	Canal	Yes	20	26	32	6400	0	200	Iu	No	1890		065L	
Truckee	Canal	Yes	20	23	23	6700	0	200	Iu	No	1890		065L	
Truckee	Canal	Yes	20	23	22	6000	0	200	Iu	No			0usgs	
									Iu	No			0usgs	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Truckee	Canal	Yes	20	23	21	5300	0	200	iu	No			0	usgs
Truckee	Canal	Yes	20	23	19	4200	0	200	iu	No			0	usgs
Truckee	Canal	Yes	20	26	24	4800	0	200	iu	No	1890		0	69R
Truckee	Canal	Yes	19	26	22	6260	0	200	iu	No	1890		0	65L
Truckee	Canal	Yes	19	26	4	4900	0	200	iu	No			0	65L
Truckee	Canal	Yes	19	26	15	5800	0	200	iu	No			0	
Truckee	Canal	Yes	20	24	9	7500	0	200	iu	No	1890		0	79L
Truckee	Canal	Yes	20	24	16	700	0	200	iu	No	1890		0	81L
Truckee	Canal	Yes	19	26	22	6400	0	200	iu	No			0	
Truckee	Canal	Yes	20	24	17	8294	0	200	iu	No	1890		0	80L
Truckee	Canal	Yes	19	26	10	5453	0	200	iu	No			0	Portion donated by deed 2850 west end
Truckee	Canal	Yes	20	24	23	5326	0	200	iu	No	1890		0	89R
Truckee	Canal	Yes	20	25	19	4650	0	200	iu	Yes	1890		0	88R
Truckee	Canal	Yes	20	24	14	1063	0	200	iu	No	1890		0	79L
Truckee	Canal	Yes	19	26	5	1333	0	100	iu	No			0	65L
Truckee	Canal	Yes	19	26	9	1600	0	200	iu	No			0	65L
Truckee	Canal	Yes	19	25	33	4627	0	varies	iu	No	deed		0	26R
Truckee	Canal	Yes	20	25	21	5500	0	200	iu	No	1890		0	68R
Truckee	Canal	Yes	20	24	18	6524	0	200	iu	No	1890		0	69R
Truckee	Canal	Yes	20	24	15	5900	0	200	iu	No	1890		0	79L
TS	Lateral	No	19	28	4	7100	0	100	nm	Yes	1890		0	38R
U1d	Drain	Yes	19	28	22	6259	0	50	iu	Yes	1890		0	36L
U1D	Drain	Yes	19	28	21	2645	0	50	iu	No	1890		0	36L
U2d	Drain	No	19	28	22	2915	0	50	nm	No	1890		0	36L
U2d	Drain	No	19	28	15	850	0	25	nm	No	1890		0	36L
UA	Lateral	No	19	28	17	915	0	60	nm	Yes	1890		0	35L
Ub	Lateral	No	19	28	15	7680	0	60	nm	No	1890		0	36L
Ub	Lateral	No	19	28	14	2850	0	60	nm	No			0	37L
Ub1	Lateral	No	19	28	15	1470	0	60	nm	No	1890		0	36L
Ub2	Lateral	No	19	28	15	4060	0	60	nm	No	1890		0	36L
Ubd	Drain	No	19	28	16	5580	0	50	nm	No	1890		0	36L
Ubd	Drain	No	19	28	15	2800	0	50	nm	No	1890		0	36L
UC	Lateral	No	19	28	9	2640	0	25	nm	No	CPRY		0	36R
Uc	Lateral	No	19	28	15	3190	0	60	nm	No	1890		0	36L
Uc	Lateral	No	19	28	16	2750	0	30	nm	No	1890		0	36r
Ud	Drain	Yes	19	28	22	820	0	50	iu	No	1890		0	36L
UL	Lateral	No	19	28	26	1680	0	60	nm	No	1890		0	37L
Uld Br	Drain	Yes	19	28	16	5590	0	60	nm	No	1890		0	36L
UM	Lateral	No	19	28	13	1480	0	60	nm	No	1890		0	37L
UM	Drain	Yes	19	29	18	8550	0	50	nm	No	1890		0	38L
UM	Drain	No	19	28	13	1670	0	50	nm	No			0	37L
UM2	Lateral	No	19	28	13	890	0	60	nm	No	1890		0	37L
UMM	Drain	No	19	28	13	820	0	50	nm	No	1890		0	37L
Upper west deep	Drain	Yes	18	28	23	7200	0	100	iu	No			0	4R

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
Upper Paiute	Drain	Yes	19	30	10	4080	0 85		iu	No			0 42R	
Upper Paiute	Drain	Yes	19	30	15	6060	0 100		iu	No			0 42L	
Upper Paiute 2	Drain	Yes	19	30	10	5260	0 60		iu	Yes			0 42R	Change name
Upr BR Paiute	Drain	Yes	19	30	15	5280	0 80		iu	Yes			0 42L	Easement overlaps R3. Pt NWNW not maintained
Upr Diag Deep	Drain	Yes	18	29	29	5200	0 100		iu	No			0 6L	
Upr Diag Deep	Drain	Yes	18	29	20	5200	0 100		iu	No			0 6R	
Upr Drain 2 Deep	Drain	Yes	18	28	24	5200	0 100		iu	No			0 5R	
Upr Mussl	Drain	Yes	19	29	5	4199	0 50		iu	No			0 38R	
Upr Paiute	Drain	Yes	19	30	19	2640	0 Varies		iu	Yes			0 41L	Check name
Upr Paiute	Drain	Yes	19	30	21	6120	0 50		iu	No			0 14R	
Upr Paiute	Drain	Yes	19	30	11	900	0 100		iu	No			0 43R	
Upr Paiute 1 BR4	Drain	Yes	19	30	20	2210	0 60		iu	No			0 15R	
Upr Paiute 1 BR5	Drain	Yes	19	30	19	2670	0 Varies		iu	No			0 41L	
Upr Paiute BR1	Drain	Yes	19	30	21	1820	0 50		iu	No			0 14R	
Upr Paiute BR1	Drain	Yes	19	30	19	1600	0 50		iu	No			0 41L	
Upr Paiute BR1 of B	Drain	Yes	19	30	19	1400	0 50		iu	Yes			0 41L	Check for proper name
Upr Piute Br2 of Br1	Drain	Yes	19	30	30	2440	0 50		iu	No			0 41L	
Upr Piute Deep	Drain	Yes	19	30	20	3791	0 50		iu	No			0 15R	
Upr Soda Lake 1	Drain	Yes	19	28	20	5830	0 100		iu	No	1890		0 35L	
Upr Soda Lake 2	Drain	Yes	19	28	17	7500	0 70		iu	No	1890		0 35L	
Upr Soda Lake 2 Br	Drain	Yes	19	28	16	507	0 60		iu	No			0 36L	
Upr Soda Lake 2 Br	Drain	No	18	28	17	3262	0 60		nm	Yes	1890		0 35L	Not on photo-shows not maintained
Upr Soda Lake BR3	Drain	Yes	19	28	23	2490	0 50		iu	Yes			0 37L	Portion in SW NW is filled in or piped
Upr Soda Lake Dee	Drain	Yes	19	28	24	4480	0 100		iu	No			0 37L	Portion abandoned by doc-portion relocated
Upr Soda Lake Dee	Drain	Yes	19	28	23	5430	0 100		iu	No			0 37L	
Upr Soda Lk 1	Drain	Yes	19	28	21	8850	0 Varies		iu	No	1890		0 36L	
Upr Soda Lk Deep	Drain	Yes	19	28	22	6856	0 100		iu	No			0 36L	
Upr Soda Lk Deep	Drain	Yes	19	28	21	1540	0 100		iu	No	1890		0 36L	
Upr W/S	Drain	Yes	18	28	6	2100	0 100		iu	No			0 22R	
Upr W/S2Br	Drain	Yes	18	28	10	1800	0 50		iu	No			0 20L	
Upr W/Side	Drain	Yes	18	28	22	3000	0 100		iu	No			0 4R	
Upr W/Side Deep	Drain	Yes	18	28	5	6600	0 100		iu	No			0 21L	
Upr West Side Br	Drain	Yes	19	28	31	830	0 60		iu	No			0 22R	We named this one
Upr West Side Ext	Drain	Yes	19	28	30	1040	0 70		iu	No			0 22R	
UprDiag	Drain	Yes	18	29E	30	1000	0 50		iu	No			0 5L	
UprDiag2	Drain	Yes	18	28	13	5200	0 100		iu	No deed			0 5R	Bk9 Pg 274
UprDiag2	Drain	Yes	18	28	11	6400	0 50		iu	Yes			0 20L	Drain along Alien Rd is piped
UprDiag2	Drain	Yes	18	28	14	2800	0 50		iu	Yes			0 4R	Piped
UprDiag2Br	Drain	Yes	18	28	13	2700	0 100		iu	No deed			0 5R	Bk8 Pg 539
UprDiag2Br	Drain	Yes	18	28	12	2400	0 45		iu	No			0 19L	
UprDiagBr1	Drain	Yes	18	29	20	2600	0 50		iu	No			0 6R	
UprDiagDee	Drain	Yes	18	29	19	5300	0 100		iu	No			0 5R	
UprMussl	Drain	Yes	19	29	8	650	0 100		iu	No			0 38R	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
UprPite 1 BR5ext	Drain	Yes	19	30	19	3570	0.50		iu	Yes			041L	Portion in NW SE & NE SE does not exist
UprPiteBR1ofBR1e	Drain	Yes	19	30	19	1320	0.50		iu	No			041L	
UprSodaLk	Drain	Yes	19	28	24	880	0.100		iu	No			037L	
UprWS	Drain	No	18	28	4	1300	0.100		nm	No			021L	Appears mostly filled in. Abandoned by Doc?
UprWS2	Drain	Yes	18	28	9	4280	0.100		iu	No			021L	
UprWSDeep	Drain	Yes	18	28	15	6000	0.100		iu	No			04R	
UprWSDeep	Drain	Yes	18	28	16	5126	0.100		iu	No			03R	
UprWSDeep	Drain	Yes	18	28	8	2500	0.100		iu	No			021L	
UprWest Side	Drain	Yes	19	28	31	5540	0.100		iu	No			022R	
UpWSDeep	Drain	Yes	18	28	8	3600	0.100		iu	No			021L	
V	Canal	Yes	19	27	28	3400	0.200		iu	No			033L	
V Line	Canal	Yes	19	28	28	3870	0.150		iu	No	1890		037L	
V Line	Canal	Yes	19	27	27	3130	0.200		iu	Yes			034L	Need to correct location-minor changes
V Line	Canal	Yes	19	27	28	564	0.200		iu	Yes			034L	Minor correction in location-west end
V Line	Canal	Yes	19	27	19	1534	0.200		iu	No			032L	
V Line	Canal	Yes	19	28	25	2531	0.150		iu	No			019R	
V Line	Canal	Yes	19	27	33	3630	0.200		iu	No	CPRY		024R	
V Line	Canal	Yes	19	28	33	5632	0.200		iu	No			021R	
V Line	Canal	Yes	19	28	34	5890	0.150		iu	No			020R	Bk11D Pg 371
V Line	Canal	Yes	19	28	29	2338	0.200		iu	No			021R	
V Line	Canal	Yes	19	27	29	7300	0.200		iu	No			033L	
V Line	Lateral	Yes	19	27	25	5604	0.200		iu	No			033L	
V1	Lateral	Yes	19	28	30	3046	0.60		iu	No			022R	
V1	Lateral	Yes	19	28	31	5555	0.60		iu	No	1890		022R	
V1	Lateral	Yes	19	28	32	736	0.50		iu	No			021R	Only a portion exists in this section
V1	Wasteway	Yes	18	28	6	1320	0.60		iu	No			022R	
V1-1	Lateral	Yes	19	28	31	650	0.60		iu	No			022R	
V1-2	Lateral	Yes	19	28	31	300	0.60		iu	No			022R	
V11	Lateral	Yes	19	28	35	5433	0.60		iu	No	1890		020R	
V11	Lateral	Yes	19	28	26	510	0.50		iu	No			037L	
V11	Lateral	Yes	19	28	36	1770	0.60		iu	No			019R	
V12	Lateral	Yes	19	28	26	1450	0.50		iu	No			037L	
V1D	Lateral	Yes	19	28	26	1200	0.50		iu	No			037L	
V2	Lateral	Yes	19	28	30	1400	0.60		iu	No	1890		022R	
V2	Lateral	Yes	19	28	29	489	0.50		iu	No			021R	
V3	Lateral	Yes	19	28	32	3602	0.60		iu	No			021R	Portion has been relocated
V3-1	Lateral	Yes	19	28	33	525	0. Varies		iu	No			0	
V4	Lateral	Yes	19	28	33	2786	0.50		iu	No			021R	
V4	Lateral	Yes	19	28	32	5781	0.60		iu	No	1890		021R	
V4-1	Lateral	Yes	19	28	32	1572	0.60		iu	No			021R	
V5	Lateral	Yes	19	28	33	1274	0.50		iu	No			021R	
V5	Lateral	Yes	18	28	4	280	0.60		iu	No			021L	Remainder of easement:
V5	Lateral	Yes	19	28	33	5950	0.60		iu	No			021R	Portion in NW SW does not exist
V5	Lateral	Yes	18	28	3	1200	0.60		iu	No			020L	

Facility Name	Description	Necessary	Township	Range	Section	Length	Width	ROW Width	Status	Update	ROW Type	Acres	Aerial	Comment
V5	Lateral	Yes	18	28	4	1352	0.30		iu	No			0.21L	Only 1/2 of easement in this section
V6	Lateral	Yes	19	28	33	965	0.60		iu	No			0.21R	
V6	Lateral	Yes	19	28	34	925	0.60		iu	No			0.20R	
V7	Lateral	Yes	19	28	34	4378	0.60		iu	No			0.20R	
V7	Lateral	Yes	19	28	27	1134	0.60		iu	No			0.20R	
V8	Lateral	Yes	19	28	34	3632	0.50		iu	No			0.20R	
V9	Lateral	No	19	28	34	2965	0.60		iu	No			0.20R	
V9	Lateral	Yes	19	28	33	1473	0.50		nm	Yes			0.20R	Does not physically exist
Vencil	Drain	Yes	20	29	22	3244	0.50		nm	No			0.56R	
Vencil	Drain	Yes	20	29	27	8487	0.50		iu	No			0.56L	
Viera	Drain	Yes	19	30	1	1528	0.50		iu	No			0.43R	
Viera BR 1	Drain	Yes	19	30	1	1350	0.50		iu	No			0.43R	
Viera BR 2	Drain	Yes	19	30	1	1000	0.50		iu	No			0.43R	
VLine	Canal	Yes	19	28	35	1383	0.150		iu	No			0.20R	Only a portion in this section
W	Drain	No	19	27	33	615	0.60		nm	Yes	CPRY		0.24R	Does not exist
WSide 1	Drain	No	18	28	5	1200	0.50		nm	No			0.21L	Drain filled in and farmed
Wade	Drain	Yes	19	28	14	3440	0.60		iu	No			0.37L	
Wade	Drain	Yes	19	28	12	3400	0.100		iu	No			0.37R	
Wade	Drain	Yes	19	29	18	1150	0.100		iu	No			0.38L	
Wade	Drain	Yes	19	28	13	1870	0.50		iu	No			0.37L	
Wade	Drain	Yes	19	29	7	2700	0.100		iu	Yes	1690		0.38R	Drain relocated & different than drawn on map
Weishaupt	Drain	Yes	19	30	1	1320	0.60		iu	No			0.43R	
Weishaupt Br	Drain	Yes	19	30	12	1560	0.80		iu	No	Deed		0.43R	Bk 196 pg 721 6-3-81
West	Drain	Yes	19	31	5	2980	0.80		iu	No			0.44R	
West Ditch	Lateral	Yes	19	31	4	6725	0.100		nm	No			0.44R	
West Ditch	Lateral	Yes	20	31	33	2815	0.100		nm	Yes			0.51L	Maintained by USFW
West Ditch	Lateral	Yes	19	31	9	5430	0.100		nm	No			0.44R	
West Lee	Drain	Yes	17	29	3	2905	0.80		iu	No			0.118R	
West Lee Diversion	Drain	Yes	17	29	16	3234	0.50		nm	No			0.118R	
West Lee Diversion	Drain	Yes	17	29	9	1532	0.50		iu	No			0.118R	
Wiggles	Lateral	No	19	30	31	1015	0.50		nm	Yes			0.16R	Does not exist
Worden	Drain	Yes	19	30	30	4020	0.50		iu	No			0.15R	
Workman	Drain	Yes	19	28	10	1600	0.60		iu	Yes			0.36R	Drain has been extended
Y Line	Canal	Yes	19	27	20	517	0.200		iu	Yes			0.32L	
Yarborough	Drain	Yes	18	29	34	3310	0.60		iu	No			0.7L	
Yarborough	Drain	Yes	17	29	3	3930	0.60		iu	No			0.118R	
Yarborough 1	Drain	Yes	18	29	34	1900	0.60		iu	No			0.7L	

EXHIBIT B

<u>AGREEMENT NAME</u>	<u>SIGNATORS</u>	<u>DATE OR EXPIRATION DATE</u>
<u>ELECTRICAL POWER GENERATION</u>		
Agreement for Construction, Operation & Maintenance of New Lahontan Hydroelectric Project	BOR, TCID & Lahontan Hydro Power	September 30, 2039
Sierra Pacific Leasehold	TCID & SPPCO	June 1998
Transmission Corridor Easement	BOR, TCID & Lahontan Hydropower	September 30, 2039
V-Canal (26' Drop)	BOR & TCID	March 10, 1955 Term: 50 years
<u>WETLANDS</u>		
NDOW O & M Agreement 14-48-0001-93564	NDOW & TCID	June 8, 1994 Term: 40 years
USF&WS O&M Agreement 14-48-0001-9356	USF&WS & TCID	April 23, 1993 Term: 40 years
Management Agreement - Fernley Wildlife Management Area	BOR, TCID & NDOW	May 8, 1990 Term: 25 years
Agreement - Stillwater Wildlife Management Area	TCID & State of NV	Nov 26, 1948 Term: 50 years
S-T75 Agreement	USF&WS/TCID	Sept 30, 1996
Max C. Fleischmann Foundation 1. Marsh Agreement 2. D-Line Canal 3. Memorandum of Understanding	DOI, NDOW, TCID, USF&WS	Written mutual agreement
<u>MISCELLANEOUS</u>		
Amendatory Agreement - U.S. Navy - Utilization of Lands. Contract: 14-06-400-1024	BOR, NAVY & TCID	April 29, 1965 Written notice
Agreement - Churchill County Road Contract: 1-07-20-L5572	BOR, TCID & County of Churchill	August 22, 1991

AGREEMENT NAME	SIGNATORS	DATE OR EXPIRATION DATE
Agreement - Sagouspe Dam	TCID & Dennis & Bernice Whalen	June 5, 1930
Agreement to Deliver Water to Stillwater Farms	Stillwater Farms, Inc. & TCID	April 19, 1948
Wadsworth Pipeline Agreement	Washoe County & TCID	June 6, 1927
Kent Agreement	Kent & TCID	
Management Agreement for Operation and Maintenance of Recreation at Lahontan Reservoir Contract: 14-06-200-8170A	BOR, TCID & Dept of Conservation and Natural Resources	March 12, 1976 Term: 50 years



## United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Regional Office  
2800 Cottage Way  
Sacramento, California 95825-1898

IN REPLY  
REFER TO:

MP-440  
WTR-4.00

MAR 13 1997

### MEMORANDUM

To: Commissioner  
Attention: W-5000

From: Robert F. Stackhouse  
Regional Resources Manager

Subject: Validation of Contract No. 7-07-20-X0348 Between the United States and Truckee-Carson Irrigation District Providing for the Operation and Maintenance of the Newlands Project, Nevada

The attached order by David A. Huff, District Judge, validating the subject contract, Contract No. 7-07-20-X0348 dated November 25, 1996, was entered in the Third Judicial District Court of Nevada, County of Churchill, on February 18, 1997.

Attachment

FILED

1997 FEB 18 PM 1:17

GLORIA VENTURACCI  
COUNTY CLERK  
BY LAUDIA DEPUTY  
BECKSTRAND

1 Case No. 23707

2 Dept. No. 1

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IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF CHURCHILL

IN THE MATTER OF THE PETITION OF THE  
TRUCKEE-CARSON IRRIGATION DISTRICT  
TO DETERMINE THE VALIDITY AND  
AUTHORITY OF THE BOARD OF DIRECTORS  
OF THE TRUCKEE-CARSON IRRIGATION  
DISTRICT TO ENTER INTO THE PROPOSED  
CONTRACT WITH THE UNITED STATES OF  
AMERICA.

FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND DECREE

The above-entitled Petition having come before this Court to be heard by the Honorable David A. Huff, Judge of the above-entitled Court, sitting without a jury; the Petitioner, Truckee-Carson Irrigation District ("District"), appearing by and through its attorney, Lyman F. McConnell, ESQ., and Art Mallory, ESQ. appearing in an amicus manner in behalf of water right owners and users in general as to clarification of the proposed order of this court, and it appearing to the satisfaction of the Court that due and proper notice of the said hearing having been heretofore given, said Petition was heard upon the petition heretofore filed, and evidence, both oral and documentary thereupon, having been submitted to the Court for its decision, the Court being fully advised in the premises, now makes its Findings of Fact and Conclusions of Law, as follows:

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1 FINDINGS OF FACT

2 I.

3 That the District is an irrigation district operating under and by virtue of the laws of the  
4 State of Nevada pursuant to Chapter 539 NRS.

5 II.

6 That the present Board of Directors of the District are the duly, legally and regularly  
7 elected Board of Directors of the District.

8 III.

9 That the United States and the District executed Contract No. Ilr-93 on December 18,  
10 1926, which transferred the responsibility for operation and maintenance of the Federal  
11 Reclamation Project known as the Newlands Project ("Project") to the District and provided for  
12 the District to act as fiscal agent for the repayment of Project construction costs; That the District  
13 has operated and maintained the Project since January 1, 1927; That in 1973, the United States  
14 provided to the District a notice of termination of the 1926 contract, Ilr-93; That on February 14,  
15 1984, a Temporary Operation and Maintenance Agreement, Contract No. 4-07-20-X0268, was  
16 entered into between the District and the United States; and that the District has now repaid the  
17 original Project construction costs.

18 IV.

19 That in 1994, the District was notified that the United States, through the Bureau of  
20 Reclamation wanted to negotiate a new contract for the operations and maintenance of the  
21 Project.

22 V.

23 That under the federal Reclamation Act of 1902 (43 U.S.C. § 371 et seq.), the United  
24 States is authorized to enter into contracts with irrigation districts and water users' association for  
25 the care, operation and maintenance of irrigation works constructed under the Reclamation Act.  
26 Under Nevada law, NRS 539.270 and NRS 539.273, irrigation districts formed under Chapter  
27 539 of Nevada Revised Statutes are authorized to contract with the United States for the  
28 operation and maintenance of project works constructed under the Reclamation Act.

1 VI.

2 That pursuant to NRS 539.270(1) and NRS 539.273(2), the District negotiated a new  
3 contract with the U.S. Department of Interior, Bureau of Reclamation entitled "CONTRACT  
4 BETWEEN THE UNITED STATES OF AMERICA AND THE TRUCKEE-CARSON IRRIGATION  
5 DISTRICT PROVIDING FOR THE OPERATION AND MAINTENANCE OF THE NEWLANDS  
6 PROJECT" ("Contract"). The Contract has been developed by the parties under these laws. A  
7 copy of the Contract between the United States and the Truckee-Carson Irrigation District is  
8 attached to the Petition filed in this matter.

9 VII.

10 That the purpose of the Contract is to provide for the care, operation and maintenance of  
11 the Project and its works. The capital construction costs of the Project have been repaid fully  
12 under prior contracts with the United States. The Contract provides for the owners of water  
13 rights in the Project to operate the irrigation system through representatives of the District. The  
14 Contract term is for five years, renewable for four additional five year terms.

15 VIII.

16 That on October 7, 1996 at a regularly scheduled Board meeting of the District's Board of  
17 Directors, the directors pursuant to NRS 539.297, established November 5, 1996, the date of the  
18 general election for the State of Nevada, as the date to submit the Contract to the District electors  
19 for approval of the authority of the District Board of Directors to enter into the Contract.

20 IX.

21 Notice of registration and the election were posted pursuant to Chapter 539 NRS.

22 X.

23 That on November 1, 1996, the District received a letter from the Bureau of Reclamation  
24 stating that the United States Department of Interior has approved the signing of the Contract.

25 XI.

26 That the election was held on November 5, 1996 and the results of the election were  
27 canvassed by the Board of Directors on November 18, 1996. Said election resulted in the electors  
28 authorizing the District to execute the Contract.

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XII.

That neither the District nor the United States, Bureau of Reclamation, Department of the Interior, intend or contend that the Contract affect the contracts and rights of the water right owners of the Project.

XIII.

That no person or entity appeared in opposition to said petition.

CONCLUSIONS OF LAW

From the foregoing Findings of Fact, the Court concludes:

I.

The Court has jurisdiction over the matters involved in said petition.

II.

That the Petitioner is entitled to an order and decree of this Court determining that the Board of Directors of the District has the authority to enter into the Contract with the United States,

III.

That the Contract is valid under the laws of the State of Nevada between the parties thereto and is not intended to affect the contracts and rights of the water right owners within the Project.

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DECREE

1  
2 NOW, THEREFORE by virtue of the law and the facts, it is hereby determined that the  
3 Petitioner, TRUCKEE-CARSON IRRIGATION DISTRICT, a duly organized and operated irrigation  
4 district of the State of Nevada, has the authority by and through its Board of Directors to enter  
5 into a Contract with the United States for the operation and maintenance of the Newlands  
6 Reclamation Project entitled, "CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
7 AND THE TRUCKEE-CARSON IRRIGATION DISTRICT PROVIDING FOR THE OPERATION  
8 AND MAINTENANCE OF THE NEWLANDS PROJECT", and that such Contract as between the  
9 parties thereto is valid under the laws of the State of Nevada. A copy of said contract having been  
10 filed with this Court and attached to the Petition filed herein.

11 DONE IN OPEN COURT this 18<sup>th</sup> day of Feb, 1997.

12  
13 *David A. Huff*

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DISTRICT JUDGE

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date: 2-18-97

Gloria Venarucci, County Clerk and Clerk of the Third Judicial District Court of the State of Nevada, in and for, Churchill County.

By *[Signature]*, Deputy

D-5600



# United States Department of the Interior

BUREAU OF RECLAMATION  
Mid-Pacific Regional Office  
2800 Cottage Way  
Sacramento, California 95825-1898

BUREAU OF RECLAMATION SPECIAL FIELD OFFICE	
JAN 6 2001	
DATE	1849-1999
AMOUNT	440 72A 11962



IN REPLY  
REFER TO:  
  
LO-100  
WTR-4.00

NOV 13 2000

Copy - 440, D-5600; original to  
Letter of Agreement to  
Contract No. 7-07-20-X0348  
MP-3400  
72A

CERTIFIED--RETURN RECEIPT REQUESTED

Mr. Ernest Schank  
President, Board of Directors  
Truckee-Carson Irrigation District  
PO Box 1356  
Fallon, Nevada 89407-1356

Subject: Letter Agreement to Contract No. 7-07-20-X0348 Regarding Payments to Water Conservation Fund From Assembly Bill 380 Operation and Maintenance Payments - Newlands Project, Nevada

Dear Mr. Schank:

The purpose of this letter agreement is to set forth a mutually agreed-upon set of requirements to satisfy Article 11(f) of the above-referenced contract as it applies to payments that may be received by the Truckee-Carson Irrigation District (District) from the Newlands Project Water Rights Fund established under Section 5 of Assembly Bill 380, Chapter 515, Statutes of Nevada 1999 (AB 380). Under Section 2 of AB 380, those payments are to be used to offset revenue from operation and maintenance charges lost as a result of water rights retired and abandoned pursuant to the Newlands Reclamation Project water rights acquisition program (lost operation and maintenance charges) established by AB 380 (AB 380 Program). The payments are expected to be made periodically as water rights are acquired under the AB 380 Program.

The Contracting Officer (the Regional Director of the Bureau of Reclamation, Mid-Pacific Region) and the District agree that 10 percent of each payment received by the District from the Carson Water Subconservancy District (Subconservancy) to offset lost operation and maintenance charges shall be deposited into the Water Conservation Fund (Fund) established under Article 11(e) of the contract. For purposes of this letter agreement, these deposits shall be called the "AB 380 Fund monies."

No later than 10 business days after receipt of a payment from the Subconservancy, the District shall invest the AB 380 Fund monies from that payment in a manner that complies with all state statutes, rules, and regulations applicable to investments made by an irrigation district organized and existing under and by virtue of the laws of the State of Nevada. Within those investment constraints, the District shall seek to achieve the maximum return on AB 380 Fund monies consistent with prudent investment practices. For purposes of accounting for deposits, withdrawals, earnings, and similar matters, all investments of AB 380 Fund monies shall be clearly segregated from any other monies invested by the District. However, as long as the

Checked by	
Date	
Customer No.	1000176
File No.	38177

segregation of AB 380 Fund monies for accounting purposes is maintained, the District may elect to invest the remaining 90 percent of any payment from the Subconservancy in the same manner as the 10 percent AB 380 Fund monies. The District shall provide the Contracting Officer with a copy of each investment report from the entity administering the investment of AB 380 Fund monies no later than 15 days after receipt of the report.

The AB 380 Fund monies may be used only as specified in Article 11(e) of the contract. The District shall use all the Fund monies from sources other than the Subconservancy prior to using any AB 380 Fund monies.

If the District is in compliance with the terms of this letter agreement, it shall be deemed to be in full compliance, for any parcel for which it has both received payment for lost operation and maintenance charges from the Subconservancy and has invested the AB 380 Fund monies, with the provision of Article 11(f) that states: "The District shall pay into the Fund either: (i) monies equal to the total net profits derived from Subsection I Revenues paid to the District pursuant to Article 7, or (ii) 10 percent of the total revenues received by the District from Operation and Maintenance charges to water users, whichever is greater." All other provisions of the contract, other than the quoted provision from Article 11(f), remain applicable to the AB 380 Fund monies.

This letter of agreement applies only to payments received by the District from the Subconservancy to offset lost operation and maintenance charges.

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*Myra P. Spitzer*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

Sincerely,  
*Lester A. Snow*  
FOR Lester A. Snow  
Regional Director

In Triplicate

Truckee-Carson Irrigation District  
By *Ernest H. Schant*  
Title President

Attest *Lynn Peterson*  
Secretary

DATED: November 17, 2000

**TRUCKEE-CARSON IRRIGATION DISTRICT  
RESOLUTION**

**AUTHORIZING THE PRESIDENT OF THE BOARD OF  
DIRECTORS TO EXECUTE  
LETTER AGREEMENT – ASSEMBLY BILL 380**

At a regular meeting of the Board of Directors of the Truckee-Carson Irrigation District held at the office of said District on the 7<sup>th</sup> day of September, 2000, the following Resolution was approved and adopted:

IT IS HEREBY RESOLVED that the President of the Board of Directors is hereby authorized and directed, on behalf of the Truckee-Carson Irrigation District, to execute the Letter Agreement regarding payments to the Conservation Fund from Operation and Maintenance payments that the Truckee-Carson Irrigation District receives from the AB380 Program.

PASSED AND ADOPTED unanimously by the following Board members at a regular meeting of the Board of Directors of the Truckee-Carson Irrigation District on the 7<sup>th</sup> day of September, 2000:

Ernest C. Schank  
Richard Harriman  
Ray Peterson  
Lester deBraga  
Jerry Blodgett  
Larry R. Miller  
Donald R Travis

  
Ernest C. Schank, President

ATTEST:

  
Ray Peterson, Secretary  
(SEAL)

MP-440  
WTR-4.00

RECEIVED		
SEP 12 2001		
DATE	INITIALS	CODE
		6-10

Mr. Lyman McConnell  
Project Manager  
Truckee-Carson Irrigation District  
PO Box 1356  
Fallon, Nevada 89407-1356

SEP 10 2001

Subject: Amendatory Contract to Existing Operations and Maintenance Contract  
No. 7-07-20-X0348 between the United States and Truckee-Carson Irrigation  
District - Changing the Consumer Price Index - Newlands Project, Nevada  
(Your Letter Dated August 22, 2001)

Dear Mr. McConnell:

Enclosed is an executed original of Amendatory Contract No. 7-07-20-X0348A concerning  
the above subject. Reclamation appreciates the effort expended by the Truckee-Carson  
Irrigation District and its representatives relative to this contract.

If there are any questions, please contact Mr. Locke Hahne, Manager, Operations and  
Maintenance Division, Lahontan Basin Area Office, Carson City, Nevada, at (775) 884-8348  
(TDD 882-3436).

Sincerely,

(sgd) Kirk C. Rodgers

Kirk C. Rodgers  
Acting Regional Director

Enclosure

~~cc: Deputy Director, Office of Policy~~  
~~Attention: D-5600 (M. Peterson)~~  
Assistant Solicitor, Water and Power, Washington DC  
Attention: ms6415-MIB  
Regional Solicitor, Pacific Southwest Region  
Attention: J. Turner  
MP-440 (nla)  
LO-400 (L. Hahne)  
(ea w/c encl)  
MP-3400 (w/original)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
NEWLANDS PROJECT, NEVADA

AMENDATORY CONTRACT BETWEEN THE UNITED STATES OF AMERICA  
AND  
THE TRUCKEE-CARSON IRRIGATION DISTRICT  
PROVIDING FOR  
THE OPERATION AND MAINTENANCE OF THE NEWLANDS PROJECT

THIS AMENDATORY CONTRACT is entered into this 10<sup>th</sup> day of September 2001, between the TRUCKEE-CARSON IRRIGATION DISTRICT, a public corporation, created, organized and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at Fallon, Churchill County, Nevada, hereinafter referred to as the District, and THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting through the Regional Director of the Mid-Pacific Region of the Bureau of Reclamation pursuant to authority delegated by the Secretary of the Interior;

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States and the District entered into Contract No. 7-07-20-X0348 (Contract) dated November 25, 1996, to allow the District to continue to operate and maintain the Newlands Project (Project); and

WHEREAS, Article 12 (b), of the Contract requires the District to advance funds annually to cover administrative costs incurred by the United States to perform activities necessary to implement the provisions of the Contract. The advance of funds is to be equal to the then current calendar year advance of funds adjusted for inflation by the rate of change of the Consumer Price Index (CPI) contained in the Contract; and

WHEREAS, the following CPI: *Consumer Price Index, Pacific Cities and United States City Average, all urban consumers for the West cities of 50,000 to 330,000 population* specified in the Contract is no longer published; and

WHEREAS, the United States proposes and the District is willing to so amend the Contract to include the following CPI published by the U. S. Department of Labor: *Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, West urban; size B/C 50,000 to 1,500,000*; and

WHEREAS, the parties are willing to amend the Contract to include the authority, without further amending the contract, for the Contracting Officer, with the District's approval, to specify in the contract a CPI, applicable for Fallon, Nevada if the CPI herein placed in the contract is no longer published; and

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained it is hereby agreed as follows:

- 1. Subdivision (b) of Article 12, *Administrative Costs*, is hereby deleted and the following is inserted in lieu thereof:

"(b) The District shall advance such funds no later than December 30, of each year to cover the subsequent calendar year administrative costs. The amount of the advance of funds in subsequent calendar years shall be equal to the then current calendar year advance of funds adjusted by the rate of change of the *Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, West urban; size B/C 50,000 to 1,500,000* as prepared by the United States Bureau of Labor Statistics for the twelve (12) month period ending on October 1, of the year in which the advance of funds is due. In the event that this CPI ceases to be published, the Contracting Officer, with District agreement, shall specify a CPI, applicable for Fallon, Nevada, to replace the non-published CPI, without further amending the contract."

- 2. All other terms and conditions of the Contract shall remain in effect as currently written.

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

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*James E. Taylor*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA  
*Kirkley*  
Regional Director, Mid-Pacific Region  
Bureau of Reclamation

TRUCKEE-CARSON IRRIGATION DISTRICT  
*Ernest H. Schaub*  
President, Board of Directors

Attest:  
*Ray Anderson Secy T.C.I.D*

**RESOLUTION**

WHEREAS, at the Board of Directors' Board meeting held on May 7, 2001, Betsy Rieke, Locke Hahne and Roger LeSueur, from the Bureau of Reclamation, were present; and

WHEREAS, the BOR personnel were present to open negotiations to amend the existing O&M Contract #7-07-20-X0348, to modify the agreement on the Consumer Price Index (CPI) language to replace the Index for one that is no longer published; and

WHEREAS, the amendment to Contract #7-07-20-X0348, does not create any new rights or obligations, it merely substitutes an appropriate index with one that no longer exists; and

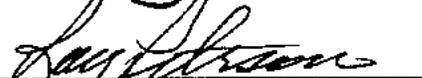
WHEREAS, the amendment to Contract #7-07-20-X0348, further allows the parties to agree on a future index should the one selected becomes unavailable in the future; and

WHEREAS, at the Board meeting held on May 7, 2001, a motion was made by Vice President Harriman, seconded by Secretary Peterson, to approve the Amendatory Contract if amended regarding Court approval; and

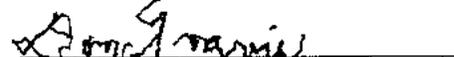
WHEREAS, at the Board meeting of August 7, 2001, the Amendatory Contract language was reviewed and approved.

NOW, THEREFORE, BE IT RESOLVED, that Ernest C. Schank, President, and Ray Peterson, Secretary, of the Truckee-Carson Irrigation District Board of Directors, are authorized to execute said Amendatory Contract to the Existing Operations and Maintenance Contract No. 7-07-20-X0348, on behalf of the District, for the purposes herein mentioned.

  
Ernest C. Schank, President

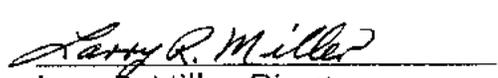
  
Ray Peterson, Secretary

  
Jerry Blodgett, Director

  
Don Travis, Director

  
Richard Harriman, Vice-President

  
Lester deBraga, Treasurer

  
Larry R. Miller, Director

DATED: August 7, 2001

**APPENDIX F: NDOW, NEVADA STATE PARKS, AND NEVADA STATE  
DEPARTMENT OF WILDLIFE MANAGEMENT AGREEMENTS**

**NDOW**

b. The lands, situated in Churchill County, Nevada, are more particularly described as follows:

See attached Exhibit A.

2. There are excepted and reserved from the designated lands as described in the foregoing paragraph all lands to which private rights may have attached prior to the date of this agreement or may hereafter lawfully attach. The *United States* shall not be required to purchase, condemn or in any way obtain any "excepted" lands and make them part of the Carson Lake Pasture.

3. Pursuant to Section 206(e) of Public Law 101-618, the *State* shall manage Carson Lake Pasture as a State wildlife management area in a manner consistent with applicable international agreements of the United States and designation of the area as a component of the Western Hemisphere Shorebird Reserve Network. The *State* also agrees to manage Carson Lake Pasture in a manner consistent with subsection 206(b) of Public Law 101-618.

4. The *United States* agrees that the *State* may employ an independent contractor to collect fees, maintain public access and perform other appropriate duties inherent to management and administration of the described lands, provided that the *State* and its contractor comply with all applicable Federal laws, regulations and policies.

5. The *State* shall administer wildlife management, public use and all other uses authorized by this agreement on the described lands without cost to the *United States*.

6. a. The *State* shall comply with all applicable Federal, State and local laws and regulations, and Reclamation policies and instructions, existing or hereafter promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, water or facilities owned by the *United States* or administered by Reclamation.

b. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

c. The *State* may not allow contamination of lands, waters or facilities owned by the *United States* or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants and;

d. The *State* shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the *United States* or administered by Reclamation.

e. Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the *State* liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The *State* agrees to include the provision contained in the above Article in any subcontract or third party contract it may enter pursuant to this contract.

g. Reclamation agrees to provide information necessary for the *State*, using reasonable diligence, to comply with the provisions of this Article.

7. Notwithstanding the provisions of the above Article, the *State* shall not assume any additional liability, over and above any liability established by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, as amended, PL 96-510), for contaminants present on the described lands prior to January 1, 1998.

8. The *State* shall not permit nor allow any structure or works of any character to be placed or constructed in or upon any or all of the lands described above without the written consent of the *United States*; provided all structures or works placed or constructed by the *State* with the consent of the *United States* may be removed at any time not later than ninety (90) days after the termination or expiration of this agreement; provided further if such structures or works are not so removed within ninety (90) days after the termination or expiration of this Agreement, the same shall be considered a part of the realty, and become the property of the *United States*, to be used or disposed of at the discretion of the *United States*.

9. The *State* shall neither assign this Agreement nor lease the whole or any part of the described lands or privileges without the written approval of the *United States*.

10. In the event that either party shall fail, neglect or refuse to comply with any of the terms and conditions of this Agreement, the *United States* or the *State* may terminate same upon thirty (30) days written notice. The written notice shall be delivered via certified mail to either the Director, Nevada Department of Wildlife, 1100 Valley Road, Reno, Nevada 89512 or to the Area Manager, U.S. Bureau of Reclamation, Lahontan Basin Area Office, 705 N. Plaza, Room 320, Carson City, Nevada 89701.

11. The *State* shall assume full responsibility for the management and distribution of all water entering the described lands.

12. To the extent authorized by Nevada Law, the *State* hereby agrees to indemnify and hold harmless the *United States*, its employees, agents and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the *State's* activities under this Agreement.

13. The *State* warrants that no person or agency has been employed or retained to solicit or secure this permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the *State* for the purpose of securing business. For breach or violation of this warranty, the *United States* shall have the right to annul this permit without liability or in its discretion to require the *State* to pay full amount of such commission, percentage, brokerage, or contingent fee to the *United States*.

14. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

15. The *State* shall furnish to the *United States* all documents and records, not otherwise protected under State and Federal laws, created or developed during the agreement's existence and for the management of the lands that constitute the subject matter of this agreement.

16. Each provision of this agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or the agreement as a whole.

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

THE UNITED STATES OF AMERICA

By *Kenneth Pan*

Area Manager  
Bureau of Reclamation  
705 N. Plaza Street, Room 320  
Carson City, Nevada 89701  
Date *02/24/10*

NOTED:

TRUCKEE-CARSON IRRIGATION  
DISTRICT

By *Edward Johnson*

Title *President*

Date *2/8/2010*

**ACCEPTED:**

**STATE OF NEVADA,  
DEPARTMENT OF WILDLIFE**

By RICHARD L. HASKINS JR

Title DEPUTY DIRECTOR

Date 2/11/10

Richard L. Haskins Jr 2/11/10  
Signature Date

Chief Financial Officer, NDOW  
Title

Approved as to form by:

[Signature] 2/17/10  
Deputy Attorney General for Attorney General Date

**EXHIBIT A**  
**CARSON LAKE AND PASTURE LEGAL DESCRIPTION**

Township 16 North, Range 29 East, MDM.

Tract 37;  
Sec. 01: Lot 3-6;  
Sec. 01: S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 02: Lot 1,2,5-10;  
Sec. 02: S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 03: Lot 3,4,6-9;  
Sec. 03: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 04: Lot 1,2,5-7;  
Sec. 04: NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 05: Lot 1-4;  
Sec. 05: S $\frac{1}{2}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 06: Lot 1-3,8,11,12,14,17;  
Sec. 06: S $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Township 17 North, Range 29 East, MDM.

Tract 37;  
Tract 38;  
Tract 40;  
Sec. 09: Lot 4,6,8,10;

Township 18 North, Range 29 East, MDM.

Sec. 35: S $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Township 16 North, Range 30 East, MDM.

Sec. 05: Lot 3-6,11,12;  
Sec. 05: SW $\frac{1}{4}$ ;  
Sec. 06: Lot 1-21;  
Sec. 06: SE $\frac{1}{4}$ ;

Township 17 North, Range 30 East, MDM.

Tract 37;  
Sec. 05: Lot 3,4;  
Sec. 05: S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ ;  
Sec. 06: Lots 1-5,9-12;  
Sec. 06: S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 07: Lot 4,7-12;  
Sec. 07: E $\frac{1}{2}$ NE $\frac{1}{4}$ ,NW $\frac{1}{4}$ NE $\frac{1}{4}$ ;  
Sec. 08: W $\frac{1}{2}$ ;  
Sec. 17: W $\frac{1}{2}$ ;  
Sec. 18: Lot 1-4;  
Sec. 19: Lot 1;  
Sec. 20: Lot 1-4;  
Sec. 20: E $\frac{1}{2}$ W $\frac{1}{2}$ ;  
Sec. 29: Lot 1-4;  
Sec. 29: E $\frac{1}{2}$ W $\frac{1}{2}$ ;  
Sec. 30: Lot 1;  
Sec. 31: Lot 1,2,6-9;  
Sec. 32: W $\frac{1}{2}$ ;

The area described comprises 29,718.16 acres.

**MANAGEMENT AGREEMENT  
BETWEEN BUREAU OF RECLAMATION  
AND STATE OF NEVADA DEPARTMENT OF WILDLIFE**

**INTERIM MANAGEMENT OF CARSON LAKE AND PASTURE  
NEWLANDS PROJECT, NEVADA**

THIS AGREEMENT, is made this 24<sup>th</sup> day of February, 2010 pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto, between the UNITED STATES OF AMERICA, hereinafter styled "*United States*", acting by and through its Bureau of Reclamation (Reclamation), Department of the Interior, and the STATE OF NEVADA, acting by and through its Department of Wildlife, hereinafter styled "*State*".

RECITALS:

The *United States* constructed the Newlands Project and public lands were withdrawn for Project purposes, including those certain lands known as Carson Lake Pasture. Pursuant to Title II, Section 206(e) of Public Law 101-618, the Secretary of the Department of the Interior is authorized to convey to the *State* the area generally known as Carson Lake Pasture.

The *State* desires to manage wildlife and its habitat and public use on those same lands.

The *United States* desires that the *State* manage Carson Lake Pasture for those purposes and has determined that interim management of those same lands by the *State*, pending actual conveyance, is not incompatible with the purpose for which the land was withdrawn.

THEREFORE, IT IS AGREED:

By all parties, in consideration of and subject to the terms and conditions hereinafter set forth that:

1. The *United States* hereby gives the *State* the privilege of managing lands owned by the *United States*, located within the area hereinafter described, from the date set forth in the initial paragraph of this agreement until December 31, 2030. Should the date of recorded conveyance occur prior to December 31, 2030, the agreement shall terminate on the date of recorded conveyance. This agreement is subject to any valid existing rights and for the following purposes:

a. The right to develop, manage and administer such lands for the purposes of conservation, rehabilitation and management of wildlife, its resources and habitat, and the purpose of operating and maintaining a wildlife management area and public use thereof.

**NEVADA STATE PARKS**

MANAGEMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA,  
THE TRUCKEE-CARSON IRRIGATION DISTRICT, AND  
THE STATE OF NEVADA FOR THE DEVELOPMENT, ADMINISTRATION,  
OPERATION, AND MAINTENANCE OF RECREATION AT LAHONTAN RESERVOIR  
NEWLANDS PROJECT, NEVADA

*Doc # 1*  
*March 12, 1976*

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1           MANAGEMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA  
2           THE TRUCKEE-CARSON IRRIGATION DISTRICT, AND  
3           THE STATE OF NEVADA FOR THE DEVELOPMENT, ADMINISTRATION,  
4           OPERATION, AND MAINTENANCE OF RECREATION AT LAHONTAN RESERVOIR  
5           NEWLANDS PROJECT, NEVADA

6           THIS AGREEMENT, made as of this 12 day of March  
7           1976, in accordance with the Act of Congress of June 17, 1902,  
8           (32 Stat. 388) and acts amendatory thereof and supplementary  
9           thereto, collectively known and referred to as Federal reclamation  
10          laws, and the Federal Water Project Recreation Act of July 9, 1965,  
11          Public Law 89-72 (79 Stat. 213), by and between the UNITED STATES  
12          OF AMERICA, acting by and through the Bureau of Reclamation,  
13          Department of the Interior, hereinafter styled the United States,  
14          represented by the officer executing this instrument on its behalf,  
15          which officer, his successor and his duly authorized representative  
16          are hereinafter severally called the Contracting Officer, the  
17          TRUCKEE-CARSON IRRIGATION DISTRICT, acting through its duly elected  
18          board of directors, hereinafter styled District, and the STATE OF  
19          NEVADA, Department of Conservation and Natural Resources, acting  
20          through the administrator of the Nevada State Park System,  
21          hereinafter styled State.

22                   WITNESSETH, THAT:

                  WHEREAS, the District has been operating and maintaining  
the Newlands Project for water conservation and other purposes pursuant

1 to Contract No. Ilr-93 dated December 18, 1926;

2 and

3 WHEREAS, the parties hereto recognize water conservation and  
4 storage as the primary purpose of Lahontan Reservoir; and

5 WHEREAS, the United States, the District, and State desire  
6 to provide for public outdoor recreation facilities on Newlands Project  
7 lands and water areas at Lahontan Reservoir, Nevada, herein  
8 designated the Project, and for effective administration of  
9 recreation in the reservoir area:

10 NOW, THEREFORE, it is agreed as follows:

11 AGREEMENT TERMINATED

12 1. Upon execution of this agreement, the Interim Management  
13 Agreement for Lahontan Reservoir Recreation Area dated August 17,  
14 1973, among the United States, TRUCKEE-CARSON IRRIGATION DISTRICT,  
15 and the Nevada State Parks System is terminated.

16 TERM OF AGREEMENT

17 2. The term of this agreement shall continue for a  
18 period of fifty (50) years from the date hereof unless sooner  
19 terminated as provided in Article 3 hereof.

20 TERMINATION

21 3. This agreement shall terminate and all rights of State  
22 hereunder, except as hereinafter provided shall cease:

1           (a) Upon failure of State or its contractors, licensees,  
2 or permittees to observe the requirements of this agreement. The  
3 Contracting Officer shall give written notice to State and the  
4 District of the default or violation. Unless State corrects such  
5 default or violation to the satisfaction of the Contracting Officer  
6 and the District or initiates positive action to correct such  
7 default or violation within ninety (90) days after receipt of such  
8 written notice, this agreement may be terminated by the United  
9 States. If this agreement is terminated, State shall be so  
10 notified in writing. Or

11           (b) Upon mutual agreement of the parties hereto.

12                           TRANSFER OF RESPONSIBILITY

13           4. Subject to the terms, conditions, limitations, exceptions,  
14 and reservations contained in this agreement, the United States and  
15 the District hereby transfer to State, and State hereby accepts  
16 responsibility for the site-planning, development, construction,  
17 administration, operation and maintenance, and replacement of public  
18 recreation facilities, and other related purposes as agreed upon  
19 by all parties within the Lahontan Reservoir Recreation Area,  
20 including the water surface thereof, all as shown on Drawing No. 29-  
21 208-175, hereinafter referred to as Exhibit "A" of this agreement.

1 DEBRIS REMOVAL

2 5. State agrees, in connection with the responsibilities  
3 hereinabove transferred that to the extent that such debris is due  
4 to its activities it shall dispose of floatable debris in the  
5 Reservoir and undermined or fallen trees within the Reservoir area,  
6 and shall otherwise maintain the area in a condition suitable for  
7 use by the public. State shall not be responsible for disposal  
8 of debris within the Reclamation Zone except for that  
9 debris resulting from State's activities.

10 RECLAMATION USE PARAMOUNT

11 6. The rights of State under this agreement are subordinate  
12 to the rights of the United States, its agents, employees, or  
13 assigns, and to any rights of the District relating to use  
14 the lands and water areas shown on Exhibit "A" for water regulation  
15 and storage pursuant to Federal reclamation law. Public use of the  
16 premises may be restricted whenever the Contracting Officer and  
17 the District determine that such restriction is necessary in the  
18 interest of Project operations, public safety, or national security.

19 RECLAMATION ZONE

20 7. The United States and the District retain jurisdiction  
21 over the area designated on Exhibit "A" as the Reclamation Zone.  
22 Jurisdiction is retained for the purposes of Project

1 operation and maintenance, but such operation and maintenance  
2 shall not preclude use of the Reclamation Zone for recreation  
3 purposes pursuant to the terms of this agreement when and if such  
4 use is specifically approved by the Contracting Officer and the  
5 District: Provided, That the Reclamation Zone may be closed to  
6 use by the public with notice to the State whenever the Contracting  
7 Officer and the District determine such closure to be necessary;  
8 and Provided further, That upon written notice by the Contracting  
9 Officer and the District to State, the boundaries of the Reclamation  
10 Zone may be revised by the United States and the District.

11 ADJUSTMENT TO LAND AREAS SHOWN ON EXHIBIT "A"

12 8. (a) If future needs arise which the United States and  
13 the District determine will require changes in land use within  
14 the area administered by State, State will be consulted and full  
15 consideration will be given to means of minimizing any resulting  
16 adverse effects relating to State's responsibility.

17 (b) The parties agree that in connection with land  
18 acquisition activities hereunder, they will comply with the  
19 provisions of the Uniform Relocation Assistance and Land Acquisition  
20 Policy Act of 1970 (P.L. 91-646).

21  
22

1                                    VARIATION IN WATER LEVEL

2            9. Lahontan Reservoir was constructed and is operated  
3 primarily for irrigation and other water supply purposes. The  
4 fulfillment of this purpose will require the level of the  
5 Reservoir be fluctuated to meet use demand. The United States  
6 and the District reserve the right to vary the water level  
7 to the extent necessary or desirable for purposes of Project  
8 operation.

9                                    MISCELLANEOUS PROVISIONS

10          10. (a) The attached statement marked Exhibit "B,"  
11 entitled Reclamation Land-Use Stipulation, wherein State is  
12 referred to as "permittee," is by reference incorporated herein  
13 and made a part hereof.

14          (b) All work done by State within the recreation  
15 area shall be subject to the Environmental Requirements set  
16 forth in Exhibit "C" attached hereto and incorporated herein.

17          (c) All applicable contracts issued by the State,  
18 its contractors, or permittees relative to this agreement within  
19 the Lahontan Recreation Area shall be subject to the Equal  
20 Opportunity Requirements set forth in Exhibit "D" attached hereto  
21 and incorporated herein.

1           (d) The following statement, Nondiscrimination in  
2 Public Accommodations, applies to this agreement. State agrees  
3 that it and its employees will not discriminate because of race,  
4 color, age, religion, sex, or national origin against any person  
5 by refusing to furnish such person any accommodation, facility,  
6 service, or privilege offered to or enjoyed by the general public.  
7 Nor shall State or its employees publicize the accommodations,  
8 facilities, services, or privileges in any manner that would  
9 directly or inferentially reflect upon or question the accept-  
10 ability of the patronage of any person because of race, color, age,  
11 religion, sex, or national origin. State agrees to include and  
12 require compliance with a provision similar to the foregoing  
13 provision in any contract made with respect to the operations  
14 to be carried out hereunder.

15           (e) This agreement is subject to Title VI, Civil  
16 Rights Act of 1964 (78 Stat. 241) and Interior Regulations  
17 issued pursuant thereto in 43 CFR 17, as modified or amended, and  
18 set forth in Exhibit "E" attached hereto and incorporated herein,  
19 wherein State is referred to as "Contractor."

20           (f) In keeping with Department of the Interior  
21 guidelines, State is encouraged to consider using minority and  
22 female business enterprises, financial institutions, consulting

1 firms, suppliers, and the like in its activities under this  
2 contract.

3 SOIL AND WATER CONSERVATION

4 11. To prevent siltation and for protection of the water in  
5 the Reservoir and desirable vegetative cover of the Lahontan Reservoir  
6 area, State, in cooperation with the United States and District,  
7 shall be responsible for erosion control, control over noxious land  
8 weeds detrimental to agriculture, prevention and suppression of  
9 fire, and other watershed management practices and shall include  
10 suitable provisions for such control in all licenses and permits  
11 issued and contracts entered into hereafter, including such provisions  
12 as are required by the United States.

13 USE OF EXISTING FACILITIES

14 12. Existing structures or facilities located on the  
15 premises which the United States and District determine are available  
16 and suitable may be used by State for recreation purposes upon  
17 receipt of notice of the availability of such structure or facility.  
18 State shall maintain all such structures and facilities used by it  
19 under the terms of this article in reasonable repair: Provided,  
20 however, That State shall be under no obligation to restore or  
21 replace any such structure or facility which may be destroyed  
22 by fire or other cause without negligence of State or its

1 authorized permittees or contractors, its agents, assignees,  
2 licensees, or employees. State may add to, alter, or modify  
3 any such structure or facility upon approval by the United States  
4 and the District of the plan for such addition, modification or  
5 alteration. Such additions to a structure constructed in part  
6 from matching funds thereupon shall become the property of the  
7 United States.

#### 8 RESERVATIONS

9 13. The privileges herein granted to State are subject to:

10 (a) Existing rights, privileges, or interests in the  
11 lands shown on Exhibit "A" to which the title of the United States  
12 and any custodial rights of the District may be subject, and State  
13 agrees not to interfere with such rights, privileges, or interests.  
14 The United States will furnish to State a record of all existing  
15 authorizations to use the land within the area covered by this  
16 agreement.

17 (b) Existing easements and rights-of-way, and easements  
18 or rights-of-way which may be acquired by the United States and  
19 District for highway, railroad, irrigation works, or any other purposes.

20 (c) The right of properly authorized officers,  
21 assignees, agents, employees, licensees, permittees, and lessees  
22 of the United States and the District to enter upon the lands

1 described herein without charge for the purpose of enforcing,  
2 protecting, and exercising the rights reserved to the United  
3 States and District and protecting the rights vested in those  
4 not party to this agreement.

5 (d) Reservations relative to construction materials  
6 and mining set forth in Article 26 herein.

7 RESERVOIR AREA MANAGEMENT PLAN

8 14. (a) In the administration and development of Lahontan  
9 Reservoir Area, State shall provide a Reservoir Area Management  
10 Plan within one (1) year of the date of this agreement to be  
11 prepared and updated by State in consultation with the United  
12 States and the District. Parties acting under authority granted  
13 by State shall be required by appropriate provision in the authorizing  
14 document to comply with the requirements of said Plan. The  
15 Reservoir Area Management Plan shall specify:

- 16 (1) Sites and locations of State's  
17 maintenance facilities;
- 18 (2) Sites and locations of public use facilities;
- 19 (3) A program of planned development of the area  
20 and construction of major facilities;
- 21 (4) A statement of policies, practices, and  
22 procedures to be followed in the management of the area;
- (5) A schedule of fees and charges and

1 public use regulations;

2 (6) Planting plans and a statement of  
3 agricultural policies;

4 (7) Form of instruments to be issued by State  
5 to others and a list of reports to be made;

6 (8) References to local and State laws affecting  
7 Reservoir Area management with respect to water and air pollution,  
8 the environment, sanitation, fire protection, soil and moisture  
9 conservation, control of boating, and the regulation of trailer  
10 occupancy;

11 (9) A list of existing interests referred to in  
12 Article 13, to which State's privileges hereunder are subject.

13 (10) The "Lahontan Reservoir General Recreation  
14 Development Plan," prepared by the State and approved by the  
15 United States and the District.

16 (b) The Reservoir Area Management Plan shall be  
17 reviewed every five (5) years and may be updated as appropriate.

18 (c) All developments shall be in accordance with the  
19 General Recreation Development Plan as it is updated or amended,  
20 and shall emphasize adequate facilities of satisfactory quality  
21 to accommodate the short-term recreation user, i.e., sightseeing,  
22 hiking, public water access and use of the Reservoir for

1 water-associated recreation, picnicking and overnight and short-term  
2 vacation camping. For purposes of this agreement, a short-term  
3 user is defined as one who stays in the area fourteen (14)  
4 consecutive days or less.

5 (d) Business enterprises or activities not provided for in  
6 the above-mentioned plan shall not be permitted within the  
7 Reservoir land or water areas.

8 THIRD PARTY CONTRACTS AND PERMITS

9 15. (a) State may issue and administer permits or  
10 concession contracts with persons or associations for the purpose  
11 of providing services, goods, and facilities for the use and  
12 convenience of the visiting public, in accordance with the current  
13 General Recreation Development Plan. All such contracts and permits  
14 shall be submitted to the District and Contracting Officer for review  
15 and approval by the Contracting Officer before issuance. They shall  
16 contain language subjecting the rights and privileges thereunder to  
17 all terms, conditions, exceptions and reservations in this agreement,  
18 shall recognize the right of paramount use by the District and United  
19 States of the lands and water area for purposes of the Newlands Project,  
20 and include releases and indemnification to and for the District and  
21 United States, their officers, agents, employees, contractors, and  
22 assigns, for and on account of the construction and operation and

1 maintenance of Project works.

2 (b) No concession contract or permit entered into or  
3 granted by State shall purport to transfer or convey any interest  
4 in the land, and the right given to State to enter into such  
5 contracts and permits shall not be construed as a right to grant or  
6 convey interest in land. No assignment or transfer of a  
7 concession contract or permit or interest therein, whether as  
8 security or otherwise, shall be effective until such assignment  
9 or transfer has been reviewed by the District and approved by State  
10 and the United States.

11 (c) The term of any concession contract or permit  
12 shall not extend beyond the duration of this agreement. The rights  
13 granted to State herein shall not include authority to grant  
14 easements for public utility or road rights of way, which upon  
15 request and approval of necessary plans therefor, will be granted  
16 by the United States with concurrence of the District.

17 (d) Concessioners or permittees shall consult with  
18 and obtain approval of the State for any species of plants proposed  
19 for planting in land or water covered by the contract or permit.

20 (e) Concessioners and permittees shall comply with  
21 all provisions of Federal and State pesticide laws.

22 (f) A concession contract is an instrument which sets  
23 forth conditions enabling private persons, associations, or

1 corporations to provide and operate facilities and services for  
2 the accommodation and enjoyment of the public.

3 (g) The issuance of any concession contract shall be subject  
4 to the following limitations:

5 (1) The length of the contract term should, in  
6 general, be commensurate with the size of the investment. It  
7 shall not extend beyond the duration of this management agreement.

8 (2) The concession contract shall set forth the  
9 extent of the services to be provided by the concessioner.

10 (3) State may, through the use of concession  
11 contracts, assign land, tenants, water surface areas, or other  
12 Government improvements for use by the concessioner during the  
13 term of the contract. Title to the assigned property shall remain  
14 with the United States.

15 (4) Subject to the provisions of subparagraph (g)(7)  
16 the concessioner shall have a possessory interest in all of the  
17 concessioner's improvements consisting of all incidents of owner-  
18 ship except legal title, which shall be vested in the United States.  
19 However, such possessory interest shall not be construed to include  
20 or imply any authority, privilege or right to operate or engage  
21 in any business or other activity not specifically authorized in  
22 the concession contract.

1                   (5) The use or enjoyment of any structure or  
2 improvement in which the concessioner has a possessory interest  
3 shall be wholly subject to the applicable provisions of the contract  
4 and Federal, State, and County laws, ordinances and regulations.

5                   (6) All contracts and agreements proposed to be  
6 entered into by the concessioner with respect to the exercise by  
7 others of the privileges granted by the contract shall be reviewed  
8 by the District and approved by the United States.

9                   (7) When a structure is built or erected by a  
10 concessioner for his own convenience and the Government receives  
11 no benefit therefrom, concessioner shall, upon request by the  
12 United States, provide for the removal of the structure at his  
13 expense upon termination of the concession contract.

14                   (h) A permit is an instrument giving a personal  
15 privilege or authorization by consent which usually will be  
16 temporary and revocable.

17                   (i) The issuance of any permit is subject to the  
18 following limitation: Permits shall contain provisions for  
19 thirty- (30-) day written cancellation notice, without cause.

20                   TERMINATION OF STATE'S INTEREST

21                   16. In the event this agreement is terminated, permittees  
22 and contractors of State shall be permitted to continue their

1 operations under the terms of their respective agreements under  
2 the supervision of the Contracting Officer. Immediately after  
3 such termination, State shall pay to the United States the  
4 unearned pro rata portion of any fees or rents paid to State.

5 TRANSFER OF CONCESSIONER'S INTEREST

6 17. If for any reason a concessioner shall cease to be  
7 authorized to conduct the operations provided for in his concession  
8 contract, and such operations are to be conducted by a successor,  
9 then:

10 (a) The concessioner shall be afforded a reasonable  
11 time to sell his interest in any structure, facility, and other  
12 improvement on the premises to a successor who is approved in  
13 writing by the District, United States and State.

14 (b) Said successor, as a condition to the granting  
15 of a permit or contract to conduct such operations shall be required  
16 to purchase such interest from the concessioner and pay the  
17 concessioner an amount equal to the value of his interest in such  
18 structure, facility or improvement, determined upon the basis of  
19 replacement cost less depreciation as evidenced by its condition  
20 and prospective serviceability, in comparison with a unit of like  
21 kind, but not to exceed fair market value. If the concessioner  
22 and the proposed purchaser cannot agree upon the value of any item

1 or items, such amount will be determined by the majority vote of  
2 a board of three appraisers selected as follows: The concessioner  
3 and the proposed purchaser shall each name one member of such  
4 board, and State shall select the third member. All compen-  
5 sation and expenses of the board shall be shared and paid equally  
6 by the concessioner and the proposed purchaser. Before reaching  
7 its decision, the board shall give each of the parties a full  
8 and fair opportunity to be heard on the matters in dispute.

9 (c) If during the term of this agreement any conces-  
10 sioner shall cease to be authorized to conduct the operations  
11 provided for in his concession contract for any reason other than  
12 termination of his contract by direct action of State and State  
13 determines, with the concurrence of the Contracting Officer and  
14 District, that such operations are to be conducted by a successor,  
15 then the rights, if any, of the concessioner to sell or obtain  
16 compensation from his successor shall be controlled by the  
17 provisions of his concession contract with respect to which the  
18 United States or District shall have no financial or other  
19 obligation whatsoever, except where the United States or District  
20 is such successor.

21 FEEs AND CHARGES

22 18. State may levy entry and user fees. It may permit its

1 authorized permittees and concessioners to make charges for services  
2 and/or sale of products and goods. Prices charged for services  
3 and sale of products and goods shall not exceed those charged for  
4 similar services, products or goods in comparable areas, and State  
5 shall approve such service fees and product and food prices before  
6 they are placed in effect. Entry and user fees will be set in  
7 accordance with fees established for other State park areas.

#### 8 USE OF REVENUES

9 19. (a) Revenues as referred to in this Article shall  
10 mean receipts from entry and user fees charged by State within  
11 the Reservoir area. State shall account for all revenues and  
12 expenditures. Revenue may be covered into the State General  
13 Fund. Disbursement shall be made from State appropriations to  
14 cover annual operation, maintenance and replacement costs  
15 associated with management of the Reservoir area.

16 (b) State shall maintain such accounting records as  
17 are necessary to satisfy the requirements of this agreement, and  
18 shall furnish to the Contracting Officer for his approval each  
19 year and a copy furnished the District not later than ninety (90)  
20 days following the close of State's fiscal year, which extends  
21 from the 1st day of July to the 30th day of June, a financial  
22 report of all revenues received and expenditures for operation,

1 maintenance, replacements, construction, and development of  
2 facilities. In the event the Contracting Officer does not  
3 approve an item, or items, of expense that were purchased with  
4 matching funds from the Federal Government, State will make  
5 such adjustments in the accounts as may be deemed necessary by  
6 the Contracting Officer to conform to the intent of this  
7 agreement.

8 (c) Each year, not later than January 15, State shall  
9 furnish the Contracting Officer and District a record of  
10 visitation and use by the public and related information for the  
11 previous calendar year on forms to be supplied by the Contracting  
12 Officer.

13 EXAMINATION OF RECORDS

14 20. State agrees that the Comptroller General of the  
15 United States or any of his duly authorized representatives or the  
16 Secretary of the Interior or his duly authorized representatives  
17 shall have access to and the right to examine any directly pertinent  
18 books, documents, papers, and records of State involving trans-  
19 actions related to this agreement.

20 FACILITY DEVELOPMENT AND COST SHARING

21 21. The United States and State intend to develop public  
22 outdoor recreation and fish and wildlife enhancement facilities

1 at Lahontan Reservoir and share the costs on a 50-50 matching  
2 basis in accordance with this agreement. The United States'  
3 financial contribution shall not exceed \$100,000, including funds  
4 expended to date. Site planning, recreation facility construction  
5 and land acquisition will be accomplished on a mutually agreeable  
6 incremental basis as user demands require and/or as fund availability  
7 will permit. All development shall be in accordance with the  
8 General Recreation Development Plan. Each increment of development  
9 may be accomplished by the United States and/or State on the basis  
10 of mutually agreeable plans. The District will be consulted  
11 specifically concerning the scheduling of construction so that  
12 it will not interfere with Project operations. The following will  
13 govern sharing costs and transferring of funds from the United  
14 States to State:

15 (a) Costs to be shared as provided in this Article  
16 shall include, but not be limited to:

17 (1) Payments made to contractors and force account  
18 costs for performance of construction work including contractor's  
19 retentions.

20 (2) Surveys, exploration, designs, preparation  
21 and review of plans and specifications in support of the construction  
22 of the facilities, the supervision and inspection of construction

1 work and other administrative expenses attributable to the planning  
2 and construction work.

3 (3) Cost of road and utility replacement and other  
4 relocations specifically required for installation or construction  
5 of facilities.

6 (4) Indirect costs distributed in the customary  
7 manner of the agency which incurred such costs. State's indirect  
8 costs shall be limited to overhead that is related to the direct  
9 work. The United States' indirect costs will be determined in  
10 accordance with the "Manual of Reclamation Instructions" and the  
11 Mid-Pacific Region supplement as they or either of them may be  
12 amended or superseded.

13 (5) Other reasonable costs actually incurred in  
14 the design and construction of the facilities, including the  
15 payment of claims directly related to the construction work.

16 (6) Inspection of facilities upon completion  
17 of construction to determine their suitability for transfer from  
18 construction status to administration, operation and maintenance  
19 status.

20 (7) Costs incurred in acquiring title to lands  
21 and interest in lands which are acquired specifically for  
22 recreation purposes, including condemnation court deposits and

1 legal, appraisal, and other administrative expenses directly  
2 attributable to such acquisition work.

3 (b) Expenditures made by either State or the  
4 United States for facilities not included in the General Recreation  
5 Development Plan are specifically excluded from cost sharing under  
6 this agreement.

7 (c) State may apply for reimbursement after  
8 completion of an approved recreation facility development.

9 (d) The United States may reimburse to State sums  
10 of money on a time incremental basis that have been economically  
11 and beneficially expended by State in carrying out the approved  
12 facility development program.

13 (e) Prior to reimbursement of money, State shall  
14 submit the following to the Contracting Officer:

15 (1) A master work schedule, by fiscal year,  
16 showing the estimated costs of the entire work proposed to be  
17 undertaken, initiated, or contracted for by State for the  
18 entire cost-sharing program;

19 (2) A quarterly cost statement not less than  
20 fifteen (15) days prior to the beginning of each quarter, detailing  
21 the estimated cost (both United States' and State's costs) of the  
22 portion of the work proposed to be undertaken, initiated, or

1 contracted for throughout the cost-sharing period;

2 (3) A monthly progress report to be received  
3 not later than the 15th day of each month, fully describing  
4 the status, progress and cost of work performed by State or  
5 for which costs have been incurred or funds obligated by State  
6 pursuant to this agreement to the end of the preceding month.  
7 Said reports shall be prepared in such form and in such manner  
8 as the Contracting Officer may from time to time prescribe; and

9 (4) A letter each month showing the next month's  
10 proposed expenditure. The Contracting Officer at his election,  
11 may withhold any reimbursement of funds contemplated by this  
12 article at any time when, in his opinion, State is in default  
13 or delinquent with respect to performance of any of the terms  
14 or conditions of this agreement.

15 (f) Funds reimbursed by the United States shall be used  
16 for costs as described above; Provided, That said costs shall be  
17 limited to such costs as normally would be incurred by the  
18 United States if it were constructing the facilities or such other  
19 costs as reasonably may be incurred in the exercise of sound  
20 engineering, construction and business practices. The determination  
21 of costs properly chargeable hereunder and the amount thereof  
22 shall be made by the Contracting Officer.

1           (g) State shall prepare site plans, detailed drawings  
2 and construction specifications for all recreation facilities, water  
3 supply and sewage disposal systems to be constructed under this  
4 agreement and shall submit them for approval to the Contracting  
5 Officer sixty (60) days prior to issuing specifications for the  
6 construction work or prior to the construction date by force account.  
7 Said site plans shall be prepared in sufficient detail to show  
8 facility location and to permit an analysis of the development.  
9 The General Recreation Development Plan shall serve as a guide in  
10 preparing said plans and specifications. The Contracting Officer  
11 shall use due diligence in processing, checking, and approving  
12 plans and specifications submitted by State. Any approval,  
13 disapproval, or requirement for modification of said plans and  
14 specifications by the Contracting Officer shall be transmitted to  
15 State in writing within sixty (60) days of receipt. In the event  
16 State does not receive any change orders within sixty (60) days,  
17 said plans shall be deemed approved.

18           (h) During the term of this agreement, State shall  
19 keep an adequate set of records to substantiate costs that are  
20 shared by the United States. Separate accounts are to be maintained  
21 for these costs. Copies of invoices, purchase orders, and receiving  
22 reports shall be retained for audit purposes. Copies of time

1 sheets shall be retained for support of force account labor. All  
2 books and records which support entries to the accounts shall be  
3 retained until destruction is permitted by the Contracting Officer.  
4 State may contract with a recognized firm of certified public  
5 accountants to provide this service. No funds will be reimbursed  
6 by the United States until arrangements for accounting services  
7 satisfactory to the Contracting Officer, have been approved.

8 (1) All applicable costs incurred by the United States  
9 for surveys, investigations, contract negotiations, and in its  
10 performance or administration of this contract, including, but not  
11 limited to the cost or proportionate part of the cost of salaries,  
12 travel, per diem, leave of employees, and legal, overhead, and  
13 general expense of the United States which are allocable to  
14 inspection and approval of work performed hereunder by State or  
15 the inspection and auditing of accounts and records of State relating  
16 to such work or the examination and approval of title to lands and  
17 interests in lands transferred to the United States, shall be charged  
18 against the United States' share of the costs: Provided, however,  
19 That all such costs incurred by the United States shall be held  
20 to the minimum amount deemed necessary by the Contracting Officer  
21 for protection of the interests of the United States.

22

1           (j) State may utilize in connection with construction  
2 pursuant to this contract such independent expert consulting  
3 services as State may desire, and the reasonable cost of such  
4 services shall be considered hereunder to be a part of the cost  
5 of the work as set forth in this article.

6                           LIABILITY OF CONTRACTORS AND PERMITTEES

7           22. State shall require all contractors and permittees  
8 to carry such public liability and property damage insurance  
9 as is customary among prudent operators of similar businesses  
10 under comparable circumstances.

11                           TITLE TO LAND, IMPROVEMENTS AND RESTORATION

12           23. (a) Upon commencement of this agreement, and  
13 from time to time thereafter, State shall notify the  
14 Contracting Officer and District, in writing, of those structures  
15 and improvements installed or constructed by State at its sole  
16 cost or expense and shall keep a current and accurate inventory  
17 of such structures and improvements installed or constructed  
18 solely at its own expense.

19           (b) For a period of ninety (90) days after termination  
20 of this agreement, or such longer period as may be determined by  
21 the United States to be reasonable, State shall have the privilege  
22 of selling, salvaging, and/or removing structures or facilities

1 on the premises installed or constructed by State at its sole cost  
2 or expense, exclusive of those structures or facilities paid for  
3 or partially paid for from funds expended by the United States  
4 under Public Law 89-72 or under any other federally financed program.  
5 After the expiration of such period, the title to all remaining  
6 such State-financed structures or facilities shall vest in the  
7 United States. The exercise of the privilege of removal of  
8 structures or facilities shall include the obligation to restore  
9 the land occupied by such structures to its original condition as  
10 determined to be satisfactory to the United States and the District.

1 (c) The United States shall be vested with title  
12 to land and structures and facilities paid for from funds expended  
13 by or credited to the United States.

14 REVIEW OF ADMINISTRATION

15 24. Upon request of either the United States, State, or  
16 the District the parties hereto will review the administration,  
17 operation, and development of the Lahontan Recreation Area under  
18 this agreement. The United States may make inspections of the  
19 area at any time and consult with State concerning development,  
20 operation, and land use.

1                           CERTIFICATION OF NONSEGREGATED FACILITIES

2           25. State certifies that it does not maintain or provide  
3 for its employees any segregated facilities at any of its estab-  
4 lishments, and that it does not permit its employees to perform  
5 their services at any location, under its control, where segregated  
6 facilities are maintained. State certifies further that it will  
7 not maintain or provide for its employees any segregated facilities  
8 at any of its establishments, and that it will not permit its  
9 employees to perform their services at any location under its  
10 control, where segregated facilities are maintained. State agrees  
11 that a breach of this certification is a violation of the Equal  
12 Opportunity Clause in this contract. As used in this certifica-  
13 tion, the term "segregated facilities" means any waiting rooms,  
14 work areas, restrooms and washrooms, restaurants and other eating  
15 areas, time clocks, locker rooms and other storage or dressing  
16 areas, parking lots, drinking fountains, recreation or entertain-  
17 ment areas, transportation, and housing facilities provided  
18 for employees which are segregated by explicit directive or are  
19 in fact segregated on the basis of race, creed, color, or national  
20 origin, because of habit, local custom, or otherwise. State  
21 agrees that (except where it has obtained identical certification  
22 from proposed subcontractors for specific time periods) it will

1 obtain identical certification from proposed subcontractors prior  
2 to the award of subcontracts exceeding \$10,000 which are not exempt  
3 from the provisions of the Equal Opportunity Clause, and that  
4 it will retain such certification in its files.

5 NOTE: The penalty for making false statements in  
6 offers is prescribed in 17 U.S.C. 1001.

7 CONSTRUCTION MATERIALS AND MINING

8 26. (a) There is reserved to the United States and District,  
9 the right to remove from Reclamation Zone any and all materials  
10 necessary for construction, operation, and maintenance of Newlands  
11 Project works and facilities.

12 (b) There is also reserved to the United States and the  
13 District, their agents, contractors, lessees, or permittees, the  
14 right to remove from Lahontan Recreation Area any and all materials  
15 necessary for construction, operation, and maintenance of Newlands  
16 Project works and facilities, the right to prospect for, extract,  
17 and carry on the development for oil, gas, coal, and other minerals,  
18 and the right to issue leases or permits to prospect for oil, gas,  
19 or other minerals on said lands under the Act of February 25, 1920  
20 (41 Stat. 437), and acts amendatory thereof or supplementary thereto,  
21 and the Act of August 7, 1947 (61 Stat. 913). State will be consulted  
22 and the United States and District will give full consideration to

1 State's interest concerning any proposal, prior to the exercise  
2 of these rights within the Lahontan Recreation Area.

3 RISK - DAMAGES

4 27. (a) The State shall indemnify and hold the District and the  
5 United States, their nominees, agents, and employees, free and  
6 harmless against any and all damages and expenses (including legal  
7 fees), claims, liabilities, causes of action and demands of any  
8 nature whatsoever, arising out of, or in any manner connected with  
9 the development, administration, operation and maintenance, or  
10 use by anyone of a recreational facility at Lahontan Reservoir  
11 as set forth in this agreement.

12 (b) The District shall indemnify and hold the State, its  
13 nominees, agents, and employees, free and harmless against any and  
14 all damages and expenses (including legal fees), claims, liabilities,  
15 causes of action and demands of any nature whatsoever, arising out  
16 of or in any manner connected with its use of Lahontan Reservoir  
17 for water conservation for storage and irrigation uses.

18 NOTICES

19 28. (a) Any notice, demand, or request required or  
20 authorized by this agreement to be given or made to or upon the  
21 United States shall be deemed properly given or made if delivered  
22 by mail, postage-prepaid, to the Regional Director, Mid-Pacific

1 Region, Bureau of Reclamation, 2800 Cottage Way, Sacramento,  
2 California 95825.

3 (b) Any notice, demand, or request required or  
4 authorized by this agreement to be given or made to or upon  
5 State shall be properly given or made if delivered by mail,  
6 postage-prepaid, or franked envelope, to the Administrator,  
7 Nevada State Park System, Nye Building, 201 South Fall Street,  
8 Carson City, Nevada 89710.

9 (c) Any notice, demand, or request required or  
10 authorized by this agreement to be given or made to or upon  
11 the District shall be properly given or made if delivered by  
12 mail, postage-prepaid, or franked envelope to the President,  
13 Truckee-Carson Irrigation District, 2666 Harrigan Road, Post  
14 Office Box 957, Fallon, Nevada 89406.

15 (d) The designation of the person to or upon whom  
16 any notice, demand, or request is to be given or made, or the  
17 address of any such person, may be changed at any time by notice  
18 given in the same manner as provided in this section for other  
19 notices.

20 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

21 29. The expenditure of any money and the performance of  
22 any work by the United States or by the State as provided for by

1 the terms of this agreement which may require appropriation of  
2 money by the respective legislative bodies or the allotment of  
3 funds shall be contingent upon such appropriation or allotment  
4 being made. The failure of either of such legislative bodies  
5 to appropriate funds or the absence of any allotment of funds  
6 shall not impose any liability on either of the parties hereto.

7 OFFICIALS OR EMPLOYEES NOT TO BENEFIT

8 30. No member or delegate to Congress or Resident Commissioner,  
9 and no officer, agent, or employee of the Department of the  
10 Interior, or official or employee of State or District shall be  
11 admitted to any share or part of this agreement or to any benefit  
12 that may arise herefrom, but this restriction shall not be  
13 construed to extend to this agreement if made with a company or  
14 corporation for its general benefit.

15 TERMINATION OF DISTRICT'S RIGHTS

16 31. Any rights of the District hereunder, including but  
17 not limited to any requirement that it be given notice or  
18 give its approval to any action by State, shall cease  
19 automatically and without further notice by the United States  
20 to the District at such time as the District no longer  
21 has the care and operation of the lands and works covered by  
22 this agreement.

1                                   THE STATED POSITION OF THE PARTIES

2           32. It is the position of the United States that all rights  
3 of the District pursuant to the contract of December 18, 1926,  
4 to maintain, operate or manage the facilities of the Newlands  
5 Reclamation Project, which facilities include but are not limited  
6 to Lahontan Reservoir, have been lawfully terminated by notice  
7 of September 14, 1973, and that the United States has the power  
8 to terminate the foregoing contract of December 18, 1926. The  
9 District takes a contrary position. Nothing in this Agreement  
10 shall be construed as a waiver of these positions.

11                                   NO RIGHTS CREATED AND NONE WAIVED

12           33. Nothing in this Agreement shall be construed as  
13 an acknowledgment, grant, or creation of any right in State  
14 or in the District to the use of water or to the operation,  
15 maintenance or management of any facilities of the Newlands Project,  
16 nor shall anything in this Agreement constitute or be construed  
17 as a modification, alteration or waiver of any right to the use  
18 of water held or owned by the United States, the State, the District  
19 or any other person, organization, group, Indian tribe, or any  
20 entity of any kind whatever, whether based on a claim of reserved  
21 rights or otherwise.

22

1           IN WITNESS WHEREOF, the parties hereto have executed  
2 this agreement as of the date first above written.

3  
4           THE UNITED STATES OF AMERICA

5  
6           By H. E. Horton  
Acting Regional Director, Mid-Pacific Region  
Bureau of Reclamation

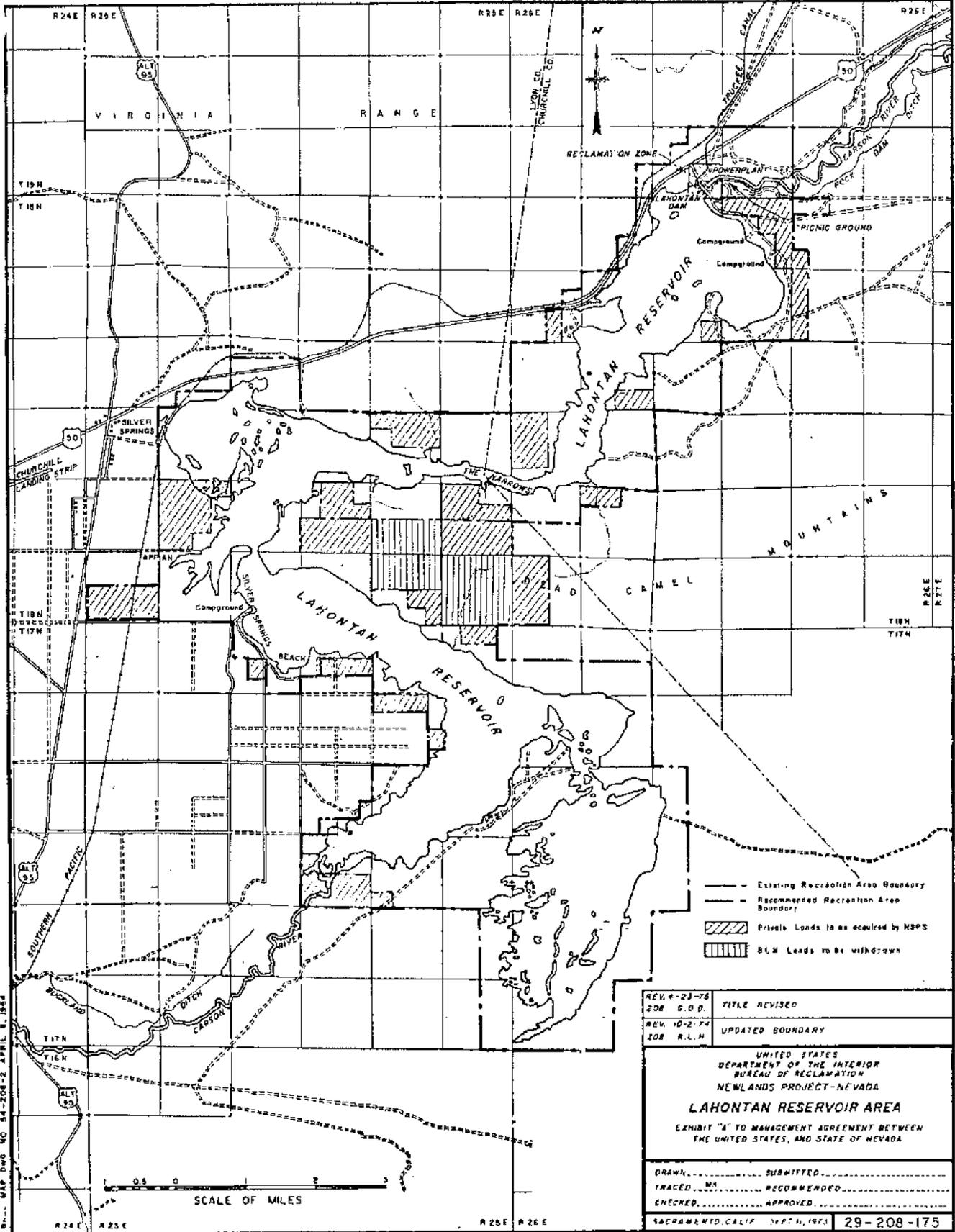
7           STATE OF NEVADA

8  
9           By [Signature]  
Administrator, Nevada State Park System

10           TRUCKEE-CARSON IRRIGATION DISTRICT

11  
12  
13           By [Signature]  
President

14           By [Signature]  
Secretary-Treasurer



MAP Dwg NO 54-208-2 APRIL 8, 1964

- Existing Recreation Area Boundary
- - - Recommended Recreation Area Boundary
- ▨ Private Lands (as acquired by NPS)
- ▩ BLM Lands to be withdrawn

REV. 9-23-75  
ZOR G.O.D. TITLE REVISED  
REV. 10-2-74  
ZOR R.L.H. UPDATED BOUNDARY

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
NEWLANDS PROJECT-NEVADA  
**LAHONTAN RESERVOIR AREA**  
EXHIBIT "A" TO MANAGEMENT AGREEMENT BETWEEN  
THE UNITED STATES, AND STATE OF NEVADA

DRAWN..... SUBMITTED.....  
TRACED..... RECOMMENDED.....  
CHECKED..... APPROVED.....

SACRAMENTO, CALIF. SEPT. 11, 1973 29-208-175

SCALE OF MILES  
0 0.5 1 2 3

EXHIBIT "B"

RECLAMATION LAND-USE STIPULATION

There is reserved to the United States, its successors or assigns, the prior right to use any of the lands herein described to construct, operate, and maintain all structures and facilities including, but not limited to, canals, wasteways, laterals, ditches, roadways, electrical transmission lines, dams, dikes, reservoirs, pipelines, telephone and telegraph lines, communication structures generally, substations, switchyards, powerplants and any other appurtenant irrigation and power structures and facilities, without any payment made by the United States or its successors for such right.

The permittee further agrees that if the construction of any or all of such structures and facilities across, over or upon said lands should be made more expensive by reason of the existence of improvements or works of the permittee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto. Within thirty days after demand is made upon the permittee for payment of any such sums, the permittee will make payment thereof to the United States or any of its successors or assigns constructing such structures and facilities across, over, or upon said lands. As an alternative to payment, the permittee, at its sole cost and expense and within time limits established by the Government, may remove or adapt facilities constructed and operated by it on said lands to accommodate the aforementioned structures and facilities of the United States.

The permittee shall bear the cost to the Government of any costs occasioned by the failure of the permittee to remove or adapt its facilities within the time limits specified.

There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing and protecting the rights reserved herein.

The permittee further agrees that the United States, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the permittee's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this permit.

ENVIRONMENTAL REQUIREMENTS

1. \_\_\_\_\_ State \_\_\_\_\_ shall plan, construct, operate, maintain, and manage all structures and facilities on the premises herein described so as to minimize adverse environmental consequences. In so doing, careful consideration will be given to alleviating potentially harmful effects on, but not limited to, landscape, soils, water, air, mineral, timber, or population or other animate resources.

No artificial modification of the environment shall be undertaken without prior approval of the Bureau of Reclamation in writing.

In approving such artificial modification, the United States may require the State to provide an Environmental Assessment which will be used to determine the actions necessary to meet the requirements of the National Environment Policy Act.

2. \_\_\_\_\_ State \_\_\_\_\_ shall correct or modify any pollution of soil, air, or water and deterioration of living or inanimate resources caused by or resulting from exercise of the privileges granted herein in accordance with rules, regulations, and directives of the Secretary of the Interior, including but not limited to aesthetic qualities of the environment, and in compliance with all Federal laws. Increased cost will not justify noncompliance with environmental quality controls required by the United States.

3. State shall comply fully with all applicable Federal laws, orders, and regulations and the laws of the State of Nevada, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water, or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants, and concerning the pollution of the air with respect to radioactive materials or other pollutants.

4. In the use of pesticides on the land covered by this contract, the State shall comply with all provisions of Federal and State pesticide laws and any amendments thereto. State is specifically prohibited from using on said land any and all pesticides named on the "Prohibited List" attached hereto and any amendment thereto. Further, in the use of all pesticides on lands owned by the United States, the State shall submit plans for such use annually and shall obtain prior written approval of the Contracting Officer for the United States before implementing said plans.

POLICY ON PESTICIDES

Prohibited List

Aldrin

Amitrol

Arsenical Compounds (inorganic)

Azodrin

Bidrin

DDT

DDD (TDE)

2,4,5-T

Dieldrin

Endrin

Heptachlor

Mercurial Compounds

Strobane

Thallium Sulfate

Toxaphene

EQUAL OPPORTUNITY REQUIREMENTS

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, 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 Contractor 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 Equal Opportunity clause.

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

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

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Officer, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "E"

1                   Title VI, Civil Rights Act of 1964

2                   (a) The Contractor agrees that it will comply with  
3 Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241),  
4 and all requirements imposed by or pursuant to the Department of the  
5 Interior Regulation (43 CFR 17) issued pursuant to that title, to  
6 the end that, in accordance with Title VI of that Act and the  
7 Regulation, no person in the United States shall, on the ground of  
8 race, color, sex, or national origin be excluded from participation  
9 in, be denied the benefits of, or be otherwise subjected to  
10 discrimination under any program or activity for which the Contractor  
11 receives financial assistance from the United States and hereby gives  
12 assurance that it will immediately take any measures to effectuate  
13 this agreement.

14                   (b) If any real property or structure thereon is provided  
15 or improved with the aid of Federal financial assistance extended to  
16 the Contractor by the United States, this assurance obligates the  
17 Contractor, or in the case of any transfer of such property, any  
18 transferee for the period during which the real property or structure  
19 is used for a purpose involving the provision of similar services or  
20 benefits. If any personal property is so provided, this assurance  
21 obligates the Contractor for the period during which it retains owner-  
22 ship or possession of the property. In all other cases, this  
23 assurance obligates the Contractor for the period during which the  
24 Federal financial assistance is extended to it by the United States.

**NEVADA STATE WILDLIFE**

**MANAGEMENT AGREEMENT  
BETWEEN BUREAU OF RECLAMATION  
AND STATE OF NEVADA DEPARTMENT OF WILDLIFE**

**THE DEVELOPMENT, ADMINISTRATION, OPERATIONS AND MAINTENANCE  
OF  
BUREAU OF RECLAMATION WITHDRAWN LAND  
FERNLEY WILDLIFE MANAGEMENT AREA  
NEWLANDS PROJECT, NEVADA**

THIS AGREEMENT, is made this *3<sup>rd</sup>* day of *March*, *2006* pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplemental thereto, between the UNITED STATES OF AMERICA, hereinafter styled "United States", acting by and through its Bureau of Reclamation (Reclamation), Department of the Interior, and the STATE OF NEVADA, acting by and through its Department of Wildlife, hereinafter styled "State"

RECITALS:

The State has provided management of the Fernley Wildlife Management Area since January 2, 1952 and desires to continue said management; and

The United States has determined the requested use is not, at this time, incompatible with the purpose for which the land was withdrawn;

THEREFORE, IT IS AGREED:

By all parties, in consideration of and subject to the terms and conditions hereinafter set forth that:

1. The United States hereby gives the State the privilege of managing lands owned by the United States, located within the area depicted on schematic diagram attached as Exhibit A, within the land herein described below, for a period of twenty five (25) years from the date first written above. This agreement is subject to any valid existing rights and for the following purposes:

- a. The right to develop, manage and administer such lands for the purposes of conservation, rehabilitation and management of wildlife, its resources and habitat, and the purpose of operating and maintaining a wildlife management area and public use thereof.

b. The lands, situated in Lyon County, Nevada, are more particularly described as follows:

T.20N., R.25E., M.D.M.

Sec. 02: All;

Sec. 10: All;

Sec. 12: All;

Sec. 14: All; (Excluding Railroad and Highway 95 right-of-way)

Sec. 16: All; (Excluding Railroad and Highway 95 right-of-way)

T.20N., R.26E., M.D.M.

Sec. 06: All;

Sec. 18: All; (Excluding Railroad right-of-way)

T.21N., R.25E., M.D.M.

Sec. 26: All; (Excluding Highway I-80 right-of-way)

Sec. 34: All; (Excluding Highway I-80 right-of-way)

Sec. 36: All;

T.21N., R.26E., M.D.M.

Sec. 30: All;

Sec. 32: All;

See attached Exhibit A.

2. There are excepted and reserved from the designated lands as described in the foregoing paragraph all lands to which private rights may have attached prior to the date of this agreement or may hereafter lawfully attach. The United States shall not be required to purchase, condemn or in any way obtain any "excepted" lands and make them part of the Fernley Wildlife Management Area.

3. The United States agrees that the State may employ an independent contractor to collect fees, maintain public access and perform other appropriate duties inherent to management and administration of the described lands, provided that the State and its contractor comply with all applicable Federal laws, regulations and policies.

4. The State shall not permit nor allow any business enterprise to be conducted upon the described lands in connection with which meals, lodging, food, beverages, ammunition, hunting supplies or other commodities are bartered, sold, or disposed of or possessed for any such purpose.

5. It is agreed that grazing and pasture lands suitable therefore will be developed, improved and maintained by the State within the limits of available project drain water and commensurate with the program for conservation, maintenance, and management of wildlife, its resources and habitat, without cost to the United States nor the State. The United States agrees to administer yearly grazing permits on all the lands described herein, subject to grazing limitations of 400 animal-unit-months (AUM's) per year, or as otherwise mutually agreed upon by the United States and the State. The United States in administering the grazing and pasture lands is under no obligation to fence or have its permittee fence the grazing and pasture areas, and no party to this agreement shall be subject to any liability to any other party to this agreement for damages caused by livestock grazing outside the area designated in the applicable grazing permit.

6. The State shall administer wildlife management, public use and all other uses authorized by this agreement on the described lands without cost to the United States.

7. a. The State shall comply with all applicable Federal, State and local laws and regulations, and Reclamation policies and instructions, existing or hereafter promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, water or facilities owned by the United States or administered by Reclamation.

b. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

c. The State may not allow contamination of lands, waters or facilities owned by the United States or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants and;

d. The State shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the United States or administered by Reclamation.

e. Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the State liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. The State agrees to include the provision contained in the above Article in any subcontract or third party contract it may enter pursuant to this contract.

g. Reclamation agrees to provide information necessary for the State, using reasonable diligence, to comply with the provisions of this Article.

8. Notwithstanding the provisions of the above Article, the State shall not assume any additional liability, over and above any liability established by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, as amended, PL 96-510), for contaminants present on the described lands prior to January 1, 1998.

9. The State shall not permit nor allow any structure or works of any character to be placed or constructed in or upon any or all of the lands described above without the written consent of the United States; provided all structures or works placed or constructed by the State with the consent of the United States may be removed at any time not later than ninety (90) days after the termination or expiration of this agreement; provided further if such structures or works are not so removed within ninety (90) days after the termination or expiration of this Agreement, the same shall be considered a part of the realty, and become the property of the United States, to be used or disposed of at the discretion of the United States.

10. The State may have the use, free of charge for the purposes aforesaid, of all irrigation drainage flows entering the described lands and not utilized by Truckee-Carson Irrigation District and the United States in the operation of the Newlands Project. The State agrees to assume full responsibility for the distribution of such water and for any damages resulting therefrom. It is expressly understood that the rights of the State hereunder shall be subject at all times to the primary use by Truckee-Carson Irrigation District and the United States, their employees, agents, and assigns, of the above mentioned water in connection with operation of the Newlands Project, and that said water may be cut off at any time by and at the discretion of Truckee-Carson Irrigation District or the United States. The provisions of this Article are not to be construed as a guarantee of a supply or quality of water of any kind to said lands. There is also reserved to the United States and Truckee-Carson Irrigation District the right to flood, seep and overflow the described lands with project drainage water at any time.

11. The State shall neither assign this Agreement nor lease the whole or any part of the described lands or privileges without the written approval of the United States.

12. In the event that either party shall fail, neglect or refuse to comply with any of the terms and conditions of this Agreement, the United States or the State may terminate same upon thirty (30) days written notice. The written notice shall be delivered via certified mail to either the Director, Nevada Department of Wildlife, 1100 Valley Road, Reno, Nevada 89512 or to the Area Manager, U.S. Bureau of Reclamation, Lahontan Basin Area Office, 705 N. Plaza, Room 320, Carson City, Nevada 89701.

13. The privileges given the State herein are subject at all times to the primary jurisdiction, use and disposal of these lands by the United States under the Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or lands herein described shall be released from Bureau of Reclamation withdrawal, said lands shall immediately be excluded from the provisions of this agreement, without obligation of any nature whatsoever on the part of the United States; provided that the State may, in such event, terminate this agreement by written notice to the United States.

14. To the extent authorized by Nevada Law, the State hereby agrees to indemnify and hold harmless the United States, its employees, agents, assigns and the Truckee-Carson Irrigation District from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the State's activities under this Agreement.

15. The State warrants that no person or agency has been employed or retained to solicit or secure this permit upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the State for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this permit without liability or in its discretion to require the State to pay full amount of such commission, percentage, brokerage, or contingent fee to the United States.

16. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or company for its general benefit.

17. The State shall furnish to the United States all documents and records, not otherwise protected under State and Federal laws, created or developed during the agreement's existence and for the management of the lands that constitute the subject matter of this agreement.

18. Each provision of this agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or the agreement as a whole.

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

**THE UNITED STATES OF AMERICA**

**NOTED:**

By Elizabeth Ann Rebe  
Area Manager  
Bureau of Reclamation  
705 N. Plaza Street, Room 320  
Carson City, Nevada 89701  
Date 3/14/08

TRUCKEE-CARSON IRRIGATION DISTRICT  
By Ernest Schaub  
Title President  
Date 2/7/08

**ACCEPTED:**

**STATE OF NEVADA,  
DEPARTMENT OF WILDLIFE**

By Douglas E. Hill  
Title Deputy Director  
Date 2/12/08

A. Finson      2/28/08      Chief Financial Officer, NDOW  
Signature                      Date                      Title

**APPROVED BY BOARD OF EXAMINERS**

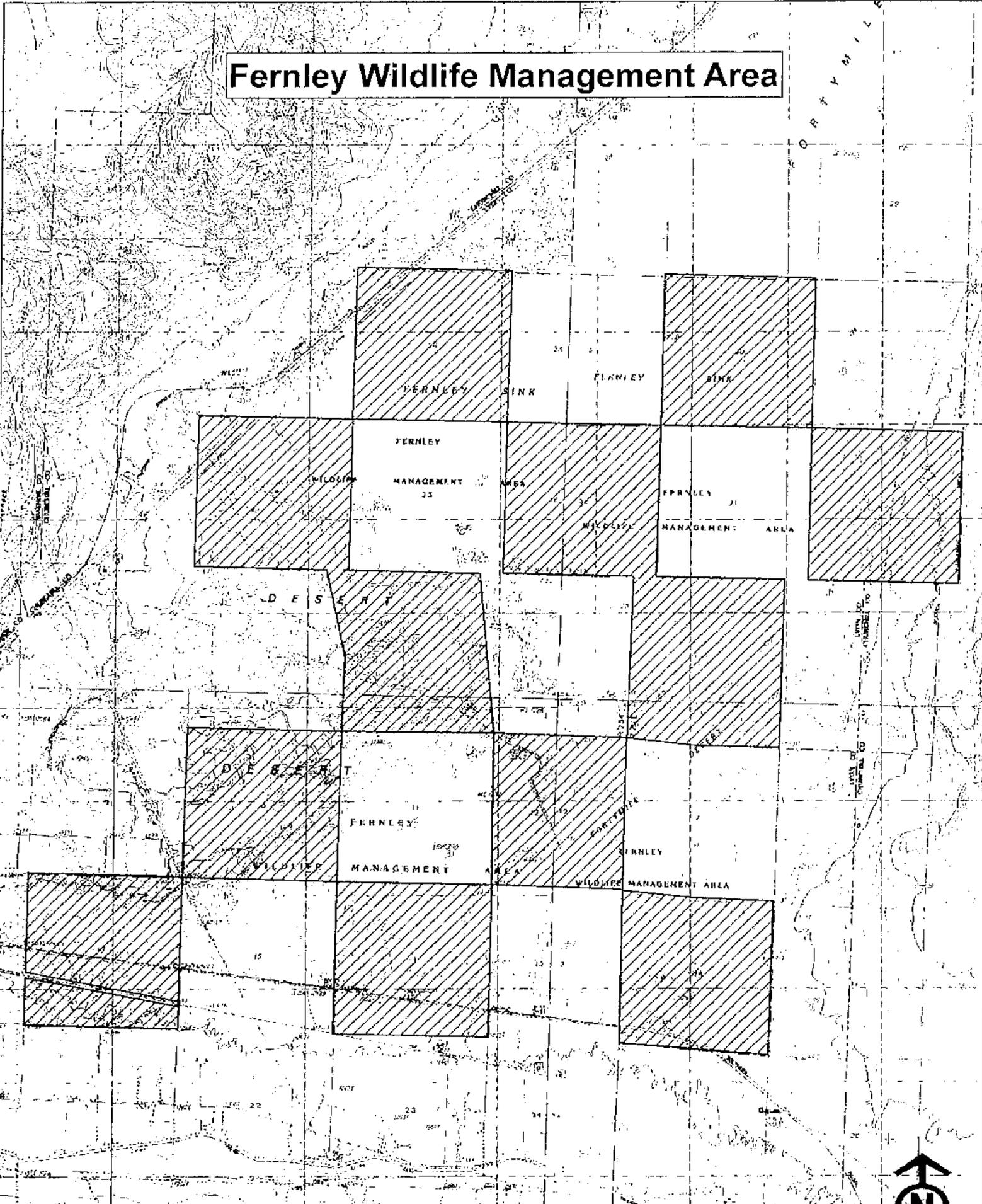
N/A  
Signature – Board of Examiners      Date

Approved as to form by:

[Signature]      3-3-08  
Attorney General      Date

# Fernley Wildlife Management Area

FOURTY MILES



**Exhibit A**



## APPENDIX G: UNDERTAKINGS

## APPENDIX G1

### EXEMPT UNDERTAKINGS

Pursuant to 36 CFR § 800.14(c), Reclamation, in consultation with the Signatories to this PA, has determined that the activities on the following list have no potential to adversely affect historic properties (i.e., would not alter any characteristics of historic properties that contribute, or would contribute, to the National Register eligibility, or potential eligibility, of such properties, if present), may be largely confined to demonstrated fill material and/or within disturbed soils, and are exempt from further SHPO review under this PA.

A Reclamation staff Archaeologist or Architectural Historian who meets the Secretary of the Interior's Professional Qualifications Standards for that discipline, consistent with Stipulation III.D, will review all proposed undertakings to determine if the proposed action meets the criteria of an "Exempt Undertaking" or a "Screened Exempt Undertaking" and will document their findings for annual reporting (Stipulation VII).

Review of proposed undertakings will include Reclamation's use of the *Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation*, which includes in-kind or compatible repairs and replacements, and choosing similar materials and appearance for repair, replacement, or new features.

Many of these activities would take place within the existing prism of the facility, within Reclamation's easement or right of way, in previously disturbed areas.

#### List of Exempt Undertakings:

##### A. General and Technical Exemptions

1. Trenching and other minor construction activities conducted within the confines of fill material, when the depth and extent of the fill is demonstrated through design, engineering, or other documentation [and provided that the fill is returned to its previous condition upon completion].
2. Minor construction activities, scientific data collection, field investigations, or similar activities (e.g., environmental monitoring, soil sampling, or geotechnical investigations, etc.) on or within built environment features (e.g., dams, levees, conveyances) previously determined ineligible for the National Register or within demonstrated engineered fill that involve no ground disturbance or ground disturbance that is limited to no more than twenty (20) square feet of cumulative surface disturbance and no more than ten (10) square feet of contiguous disturbance in any given one (1) acre location.
3. Engineering testing or sampling (e.g., bore holes for density, gradation, or materials analysis, drainage evaluation, etc.) on or within built environment features (e.g., dams, levees, conveyances) where each bore hole will disturb an area not to exceed twelve (12) inches in diameter and will be limited to one (1) testing location per 1,000 square feet per

building or structure and/or one (1) testing location per 150 linear feet per linear feature (e.g., canal berm, roadway, utility corridor) and provided that the built environment feature is returned to its previous condition and appearance upon completion.

4. Repair or replacement of existing pipelines, underground cables, or other utility conduits less than fifty (50) years in age on Reclamation land when equipment access and staging is also limited to the areas previously disturbed by the original pipeline or utility installation.
5. Repair by utility companies of their serviced facilities on Reclamation land, including transformers, power poles, and severed underground utility lines, provided ground disturbance does not exceed the ground disturbance limits set forth in Exemption A.2.

## **B. Operations and Maintenance (O&M) Exemptions**

1. Inspection, repair, and/or replacement of minor operational hardware on water impoundment and conveyance facilities (e.g., dams, canals, pipelines, laterals, check structures, turnouts, gates, siphons, culverts, etc.) that require routine upgrades as part of a general O&M program. Typical minor operational hardware may include screws, bolts, nails, fasteners, gate actuators (screw type devices that allow gates to open and close), cables, pulleys, valves, pumps, exclusion fencing and guardrails, ladders, safety floats and nets, cattle guards, electrical boxes, and similar items.
2. Canal dewatering; embankment maintenance; repair, patching, or replacement of linings within existing canals and other irrigation features (e.g. check structures, turnouts) with in-kind materials and finish (e.g. earth, concrete, wood, etc.); cleaning and painting of turnouts, check structures, and similar features when the original color is maintained.
3. Repair and/or in-kind replacement of culverts, where the size, appearance, and materials used are similar to the existing.
4. In-kind replacement of fish screens or trash rakes on intake structures, and/or biological enhancement facilities such as fish hatcheries or fish ladders.
5. Placement of and repairs to supervisory control and data acquisition (SCADA) and water monitoring and control equipment on existing facilities, provided there is no new ground disturbance or ground disturbance does not exceed the ground disturbance limits outlined in Exemption A.2.
6. Installation of small, non-integrated solar panels, no larger than three (3) feet by three (3) feet, on telemetry stations, radio antennae, remote measuring devices, automated headgates, and similar structures provided that the installation is reversible. Note: this exclusion does not apply to office buildings, houses, barns, or similar structures.

7. Clearing and removal of sediment, debris, and terrestrial and aquatic weeds or invasives from stilling basins, forebays, canals, laterals, ditches, conduits, siphons, drains, and other facilities and lands when the clearing occurs in areas that have been demonstrated to be previously disturbed and any removed sediment, debris, or vegetation is disposed of in previously disturbed areas or on or within a built environment structure.
8. Burning of overgrown vegetation on or inside of man-made water conveyances (e.g., canals, laterals, ditches, conduits, siphons, drains, stilling basins, etc.) and other off-site federally designated burning areas during periods approved by state and local ordinances.
9. Application of soil sterilants, pesticides (e.g., herbicides, insecticides, fungicides, etc.), animal repellants, and/or the use of trapping devices, when no ground disturbance is involved or when ground disturbance does not exceed the ground disturbance limits set forth in Exemption A.2.
10. Restoration of rip rap when using the same materials and adhering to original design and placement parameters.
11. Minor repairs to, and in-kind replacements of, elements comprising the exterior portions of office buildings, houses, barns, or similar structures. Minor repairs may consist of the following activities.
  - a. Caulking, weather-stripping, re-glazing, scraping and/or repainting with in-kind color.
  - b. In-kind repair/replacement of roof shingles or tar and gravel, as applicable.
  - c. In-kind replacement of gutters and downspouts.
  - d. In-kind repair or replacement of window sash (provided that they match the shape, dimensions, profiles, design configuration, materials, glass and hardware, including jam tracks of the original window sash when repair of the existing sash is not possible).
  - e. In-kind replacement of doors, provided that they match the shape, dimensions, profiles, design configuration, and materials of the original door when repair of the existing door is not possible.
  - f. In-kind replacement of porches, railings, posts, columns, brackets, cornices, steps, flooring and other decorative treatments when repair to the original material is not possible and provided they match the original design, materials, and style of the existing feature.
  - g. In-kind replacement of siding, provided this duplicates the material, dimensions, and detailing of the original when repair is not possible.
  - h. Masonry repair using materials, mortar composition, color, joint profile and width that match the original materials.
  - i. Cleaning, painting, and application of other protective coverings, such as sealants and epoxy, where the original coloring is maintained. This does not include water repellent coatings on masonry.

12. Graffiti removal using paint removal chemicals and/or steam and/or low-pressure water. Note: this Exemption does not include sandblasting or chemicals that are not compatible for use with historic materials.
13. Remove and/or replace equipment or materials from within buildings and structures when the equipment or materials are not original and do not contribute to the historic significance of the building or structure.
14. Temporary activities necessary to secure vacant structures to prevent further damage and deterioration and to protect the public from threats to health and safety, that may include the installation of signage, boarding up windows and doors, and installation of security features to protect and monitor the structure.
15. Maintenance of existing roads, developed rights-of-way, parking areas, trails, walkways, paths, and/or sidewalks, including graveling, chipseal and other patching, repaving, resurfacing, blading, grading, and dust abatement watering, when the activities are confined to the existing road, right-of-way, or parking area footprint and will not result in excavation below the extant roadbed or area of previous disturbance and the feature is returned to its previous appearance once complete.
16. Installation and repair of informational signs, markers, interpretive panels, benches, flower pots, drinking fountains, etc., on, or adjacent to, existing trails, roads, and parking areas, provided ground disturbance will not exceed the ground disturbance limits set forth in Exemption A.2 and the installation will not occur within the boundaries of known unevaluated archaeological sites (or architectural districts or resources) or evaluated archaeological sites (or architectural districts or resources) that have been determined eligible for National Register inclusion.
17. Maintenance of landscaping or installation of new landscaping within existing roads, rights-of-way, trails, levees, canals, laterals, ditches, and office and facility grounds; and vegetation management within previously disturbed areas, developed lands, and facilities (e.g., levee, canal, and ditch banks and berms), including mowing, blading, disking, chaining, etc., and the removal of trees less than or equal to 12-inches in diameter at breast height ( $\leq 12$ -inch. DBH).
18. Repair, replacement, or removal of crossings (e.g., bridges, pipelines, powerlines) on Reclamation lands, easements, or other rights-of-way where the crossing is less than 45 years old and ground disturbance will not exceed the ground disturbance limits set forth in Exemption A.2, with verification of the age and history of structure documented in the file copy.
19. Repair, modification, or replacement of existing fence lines, posts, and/or gates when the existing fencing is less than 45 years old and ground disturbance will not exceed the ground disturbance limits set forth in Exemption A.2, with verification of the age and history of feature documented in the file copy.

20. Removal of modern materials and trash scatters less than 45 years old and not associated with a larger unevaluated cultural resource or evaluated historic property, inclusive of abandoned vehicles and modern trash dumps, with verification of the age and history of trash/refuse dumps documented in the file copy.
21. Operations in, and reclamation of, materials in existing borrow sites when the activity is entirely within the horizontal area of previous disturbance.
22. Removal of log jams or debris dams using hand labor or small mechanical devices.
23. Maintenance, repair with like materials, and rehabilitation with like materials of existing boat ramps associated with the Newlands Project.

### **C. Administrative and Realty Action Exemptions**

1. Water contract actions (e.g., water service renewals, repayment contracts, Warren Act contracts, seasonal and other water transfers, short term water delivery contracts, wheeling agreements) where existing facilities will be used with no modifications and/or no changes in land use are proposed.
2. Acquisition of land, rights-of-way, or easements for Reclamation purposes.
3. Transferring lands, or interest in lands, to another Federal agency where future management will be subject to the Section 106 process as conducted by that agency.
4. Issuance or renewal of land use authorizations (e.g., licenses, leases, permits, rights-of-way, easements) that will result in no new ground disturbance or physical alterations to Reclamation properties, or will result in ground disturbance not to exceed the ground disturbance limits set forth in Exemption A.2.
5. Issuance or renewal of licenses, contracts, permits, etc., for overhead or below ground utility crossings of Reclamation lands or facilities, provided no ground disturbance or new construction will take place on lands or facilities under Reclamation jurisdiction.
6. Issuance of special use or recreational permits that will result in no ground disturbance or ground disturbance not to exceed the ground disturbance limits set forth in Exemption A.2.

### **D. List of Screened Exempted Undertakings:**

1. Repair or in-kind replacement of gates when original color and patina are maintained.

2. Sandblasting of existing structures less than 45 years old in preparation for repair or refurbishment; or low pressure washing of existing structures in preparation for repair or refurbishment.
3. Installation of wildlife crossing or escape ramp within Reclamation right-of-way.
4. Installation of new safety fencing/railings within Reclamation right-of-way.
5. Installation of new bridge, driveway, pipelines, underground cables, or other utility conduits on Reclamation land when equipment access and staging is limited within the confines of demonstrated fill material and/or disturbed soil and provided that installation will not cause visual, audible, or atmospheric effects to nearby historic resources.
6. Adding or removing turnouts, check structures, culverts, pump suction lines, and other irrigation structures and components from conveyance features
7. Pipe and closure of a specific lateral or sublateral when the total pipe and closure is less than 1 mile.
8. Relocation of a portion of a specific component (e.g. water measuring device, turnout) when the total relocation is less than 1 mile and there is no ground disturbance outside of Reclamation's demonstrated right-of-way.
9. Concrete or other material to line an existing unlined lateral or sublateral if it has been determined, in consultation with the SHPO, that the lateral or sublateral does not contribute to the eligibility of the Newlands Project; or it has been determined, in consultation with the SHPO, that the entire lateral or sublateral is contributing to the eligibility of the Newlands Project but the segment lacks integrity and provided there is no ground disturbance beyond the fill or previously disturbed context of the facility and the lining is less than 1 mile in length.
10. Placement of new rip-rap when the total length of the rip rap measures less than 1 mile.
11. Installation of new fish screen within Reclamation's demonstrated right-of-way.
12. Engineering testing or sampling (e.g., bore holes for density, gradation, or materials analysis, drainage evaluation, etc.) on or within built environment features (e.g., dams, levees, conveyances) where each bore hole will disturb an area not to exceed twelve (12) inches in diameter and will exceed more than one (1) testing location per 1,000 square feet per building or structure and/or more than one (1) testing location per 150 linear feet per linear feature (e.g., canal berm, roadway, utility corridor) and provided that the built environment feature is returned to its previous condition and appearance upon completion.
13. Minor construction activities, scientific data collection, field investigations, or similar activities (e.g., installation of signage, physical barriers, or equipment; environmental

monitoring, soil sampling, or geotechnical investigations, etc.) that involve no ground disturbance or ground disturbance that is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location with the following stipulations:

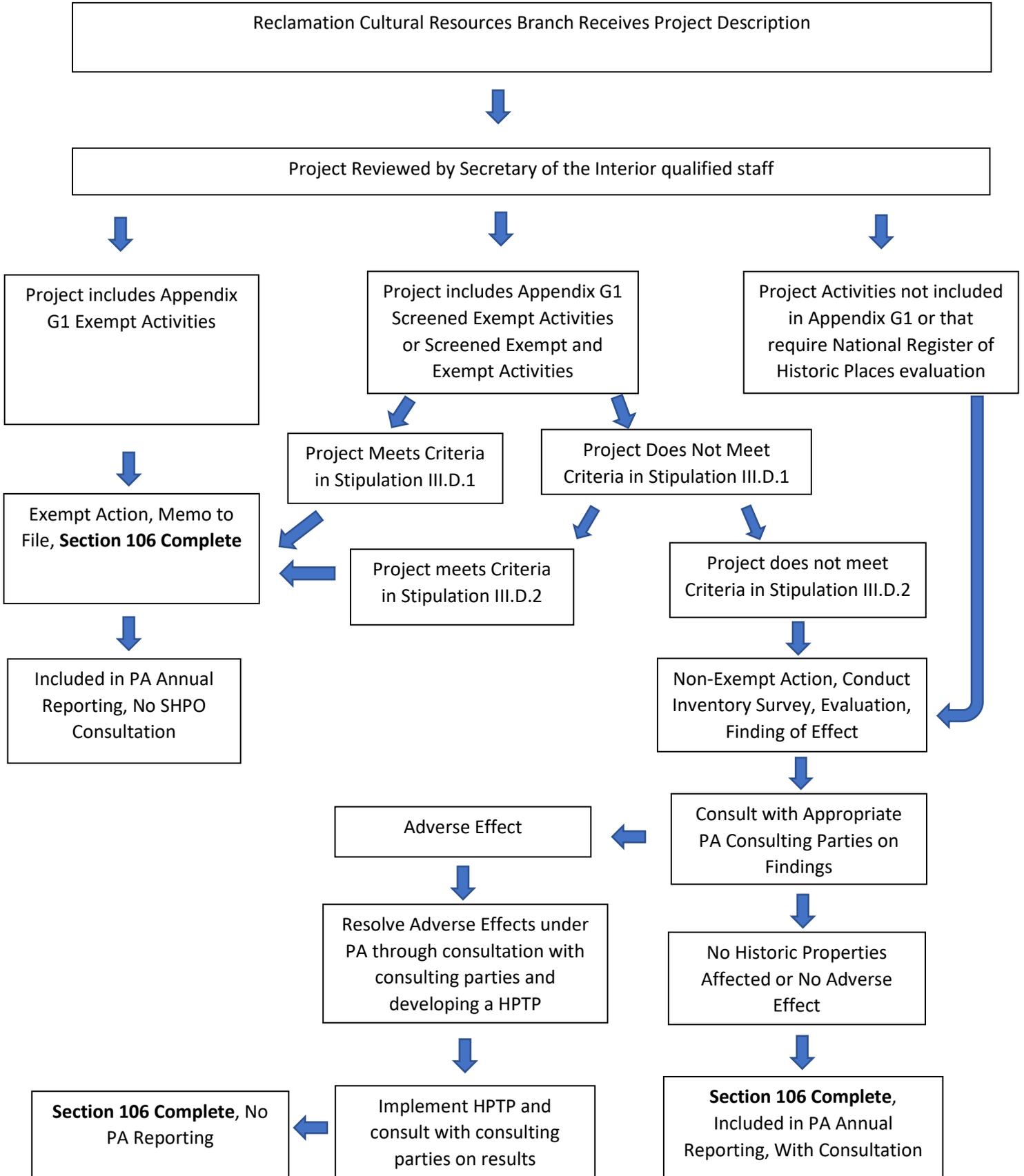
- a. Requires that Reclamation cultural staff review all previously completed cultural resource identification reports for adequacy (including but not limited to ensuring that possible resources that have turned 50 years of age since any previous surveys were completed have been appropriately identified and surveyed); and
  - b. Reporting must have been completed by a federal agency or by a third-party Federal Agency cultural resources contractor; and
  - c. No prehistoric unevaluated or historic properties identified in the project APE; and
  - d. A low potential for effecting buried cultural resources or human remains in the vertical APE.
14. The placement, or the approval of the placement, of scientific or other monitoring equipment within the existing channel of streams or rivers, or along the banks of streams or rivers, where ground disturbance required for equipment placement is limited to between twenty-five (25) square feet and six hundred (600) square feet, as well as all stipulations specified in item D.13.
  15. Installation of non-integrated solar panels, greater than three (3) feet by three (3) feet, on telemetry stations, radio antennae, remote measuring devices, automated headgates, and similar structures. Note: this exclusion does not apply to office buildings, houses, barns, or similar structures.
  16. Application of soil sterilants, pesticides (e.g., herbicides, insecticides, fungicides, etc.), animal repellants, and/or the use of trapping devices, when no ground disturbance is involved or when ground disturbance is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location.
  17. Installation and repair of informational signs, markers, interpretive panels, benches, flower pots, drinking fountains, etc., on, or adjacent to, existing trails, roads, and parking areas, provided ground disturbance is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location, as well as all stipulations specified in item D.13 when the disturbance is returned to its previous appearance upon completion.
  18. Vegetation management within previously disturbed areas, developed lands, and facilities (e.g., levee, canal, and ditch banks and berms), including the removal of trees greater than 12-inches in diameter at breast height (>12-inch. DBH) provided that the trees or vegetation was not planted as part of a designed historic landscape.

19. Repair, replacement, or removal of crossings (e.g., bridges, pipelines, powerlines) on Reclamation lands, easements, or other rights-of-way where the crossing is less than 45 years old and ground disturbance is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location.
20. Repair, modification, or replacement of existing fence lines, posts, and/or gates when the existing fencing is less than 45 years old and ground disturbance is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location, as well as all stipulations specified in item D.13.
21. Issuance or renewal of land use authorizations (e.g., licenses, leases, permits, rights-of-way, easements) that will result in no new ground disturbance or physical alterations to Reclamation properties, or will result in ground disturbance limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location, as well as all stipulations specified in item D.13.
22. Repair by utility companies of their serviced facilities on Reclamation land, including transformers, power poles, and severed underground utility lines, provided ground disturbance is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location, as well as all stipulations specified in item D.13.
23. Placement of and repairs to supervisory control and data acquisition (SCADA) and water monitoring and control equipment on existing facilities, provided there is no new ground disturbance or ground disturbance is limited to between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location, as well as all stipulations specified in item D.13.
24. Issuance of special use or recreational permits that will result in ground disturbance not to exceed between twenty-five (25) square feet and six hundred (600) square feet of cumulative surface disturbance and no more than six hundred (600) square feet of contiguous disturbance in any given one (1) acre location, as well as all stipulations specified in item D.13.

### **Inadvertent Discoveries during Implementation of an Exempt Undertaking**

The inadvertent or post-review discovery of cultural resources, including Native American human remains and cultural items, will be managed as outlined in Stipulations VIII and Appendix I and Stipulation IX and Appendix J of the PA. Reclamation will document any discovery events and their resolution in the Annual Report required under this PA.

# Newlands Project Programmatic Agreement Procedural Flowchart



**APPENDIX H: NEWLANDS PROJECT MULTIPLE PROPERTY  
DOCUMENTATION LISTING (MPL)**

**NEWLANDS PROJECT  
NEVADA**

**A MULTIPLE PROPERTY DOCUMENTATION FORM**

U.S. Department of the Interior  
Bureau of Reclamation  
December 2002

United States Department of the Interior  
National Park Service

**National Register of Historic Places  
Multiple Property Documentation Form**

This form is used for documenting multiple property groups relating to one or several historic contexts. See instructions in How to Complete the Multiple Property Documentation Form (National Register Bulletin 16B). Complete each item by entering the requested information. For additional space, use continuation sheets (Form 10-900-a). Use a typewriter, word processor, or computer to complete all items.

\_\_\_\_ New Submission  X  Amended Submission (replaces Newlands Reclamation Thematic Resources listed 3/81)

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**A. Name of Multiple Property Listing**

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Newlands Project

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**B. Associated Historic Contexts**

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(Name each associated historic context, identifying theme, geographical area, and chronological period for each.)

- Planning and Construction of Major Features: 1902-1915
- Continued Construction: Drainage Facilities and Project Repairs: 1916-1928
- Project Settlement and Economic Development: 1904-1929
- Civilian Conservation Corps Contributions: 1933-42
- Construction of Additional Storage and Diversion Facilities: 1935-45

The geographical area for all contexts is the same: Placer County, California and Churchill, Storey, Washoe, and Lyon Counties, Nevada

=====

**C. Form Prepared by**

=====

Name/title: Christine Pfaff, Historian, Bureau of Reclamation

Street & number: P.O. Box 25007 Telephone: 303-445-2712

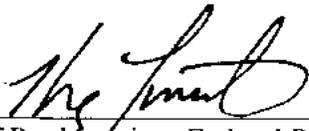
City or town: Denver State:CO Zip code: 80225

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**D. Certification**

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As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this documentation form meets the National Register documentation standards and sets forth requirements for the listing of related properties consistent with the National Register criteria. This submission meets the procedural and professional requirements set forth in 36 CFR Part 60 and the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. (\_\_\_ See continuation sheet for additional comments.)

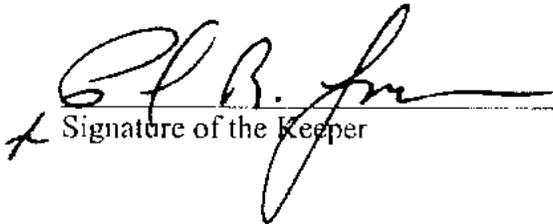


\_\_\_\_\_  
Bureau of Reclamation, Federal Preservation Officer  
Thomas Lincoln

3-25-03

Date

I hereby certify that this multiple property documentation form has been approved by the National Register as a basis for evaluating related properties for listing in the National Register.



Signature of the Keeper

5/12/03

Date

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### Table of Contents for Written Narrative

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Provide the following information on continuation sheets. Cite the letter and the title before each section of the narrative. Assign page numbers according to the instructions for continuation sheets in How to Complete the Multiple Property Documentation Form (National Register Bulletin 16B). Fill in page numbers for each section in the space below.

Section	Page Numbers
E. Statement of Historic Contexts: ..... (If more than one historic context is documented, present them in sequential order.)	4
F. Associated Property Types: ..... (Provide description, significance, and registration requirements.)	50
G. Geographical Data: .....	76
H. Summary of Identification and Evaluation Methods ..... (Discuss the methods used in developing the multiple property listing.)	77
I. Major Bibliographical References: ..... (List major written works and primary location of additional documentation: State Historic Preservation Office, other State agency, Federal agency, local government, university, or other, specifying repository.)	79
J. Figures of the Newlands Project: .....	84

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
CONTINUATION SHEET

Section E

NEWLANDS PROJECT  
Name of Multiple Property Listing

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## **E. STATEMENT OF HISTORIC CONTEXTS: NEWLANDS PROJECT**

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### **INTRODUCTION**

The Newlands Project first and foremost marks the beginning of direct Federal involvement in promoting settlement of the arid American West through the development of irrigated agriculture. With passage of the Reclamation Act of 1902, the Federal government assumed a major role in designing and constructing large-scale irrigation projects throughout the West. As one of the first five projects authorized and built under the Reclamation Act, the Newlands Project (originally known as the Truckee-Carson Project) has achieved national significance. A network of water storage, diversion, and conveyance structures provide water for irrigating about 73,000 acres of farmland in an area that receives less than 4.5 inches of annual precipitation; additionally, the project generates hydroelectric power and controls flooding. Contributing to the project's significance is its association with the primary sponsor of the Reclamation Act, Nevada Congressman, later Senator, Francis G. Newlands. The legislation popularly known as the Reclamation Act originally bore his name.

The significance of the Newlands Project was initially recognized in 1978 with the listing in the National Register of Derby Diversion Dam, the first feature to be constructed on the project. This was followed in 1981 with the listing of the Newlands Project as a thematic resources nomination. Two structures associated with the project were listed at that time: Carson River Diversion Dam, and Lahontan Dam and Power Station. Also proposed for listing but rejected due to additional information needs were: Boca Dam, Lake Tahoe Dam, "T" Line Canal, Truckee Canal, "V" Line Canal, and the "V" Line Canal Powerplant.<sup>1</sup> Due to the ambiguity and lack of thorough documentation of the 1981 thematic resources nomination, Reclamation is submitting this multiple property documentation form to supersede the earlier one. The three properties already listed will maintain their status and be absorbed into the new nomination.

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<sup>1</sup> There are several different spelling conventions for the lettered canals. Because quotation marks appear to be used most often in the historical record, they will be applied in this document.

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This new form will also serve as the basis for evaluating the National Register eligibility of other Newlands Project-related properties.

**National Significance of Newlands Project**

As stated above, the Newlands Project has achieved national significance as one of the first five projects authorized and built under the Reclamation Act. Contributing to its significance, and unique to the project, is its association with the primary sponsor of the Reclamation Act, Francis G. Newlands. An additional factor establishing national significance for the project is that the first design specification for a Reclamation feature was assigned to Derby Dam. Undoubtedly, this designation along with a desire to recognize and maintain Newlands' support for the new agency, led Reclamation officials to commonly refer to the Newlands Project as the "first" Reclamation Project, setting it apart from the other four.

The Newlands Project, along with the other four initial Reclamation projects, signaled the entrance of the Federal government into the construction of irrigation projects throughout the West. Private and state efforts to build extensive water storage and delivery systems had largely failed due to lack of sufficient financial resources and technical expertise. With the passage of the Reclamation Act of 1902 and the selection of the first five Reclamation projects, the Federal government initiated a direct and massive investment in the development of Western agriculture. The scale and complexity of irrigation systems took on new dimensions as did the application of engineering technology. The first five projects represented an experimental phase for Reclamation in the design, planning, and construction of irrigation features. With the limitation of project farms to no more than 160 acres, the Reclamation program also introduced an underlying philosophy of "homemaking" in support of the agrarian Jeffersonian ideal. Reclamation projects were intended to allow small family farms to be self-sufficient.

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The Newlands Project shared the distinction of being among the first five Reclamation projects with the Milk River Project in Montana, the North Platte (Sweetwater) Project in Wyoming, the Uncompahgre (Gunnison) Project in Colorado, and the Salt River Project in Arizona. All were authorized on March 14, 1903. Beyond that, each project had its own unique attributes determined by local conditions such as topography, availability of materials, and soil types. Each of the projects also posed unique design challenges to the first generation of Reclamation engineers, and much was learned through trial and error.

Although not as extensive as other Reclamation undertakings, the Newlands Project was large for its day, and changed the economic and settlement patterns of the area it served, and altered the physical landscape with its miles of canals and laterals, and tracts of irrigated lands. Also similar to other early Reclamation projects, the successful completion of dams and canals did not insure success for its settlers. Other factors such as the high cost to develop lands for irrigation, poor understanding of soils and drainage, and inexperience with irrigation, created hardships that slowed development of project lands. As occurred elsewhere, Reclamation had to scale back its original estimates for potentially irrigable lands as it became apparent that the water was not available and the plans were overly ambitious. Finally, as with other irrigation systems, the Newlands Project has been dynamic and evolving to meet changing needs. Although various project components have been altered to ensure the safe and effective operation of the irrigation system, the major features still retain sufficient integrity to convey their significance, as does the system as a whole.

The Milk River Project is located in north central Montana and utilizes two river systems, the St. Mary and the Milk, to irrigate lands in the lower Milk River Valley. The project supplements the supply of water in the Milk River with water diverted from the St. Mary river system. Because both rivers cross into Canada, an international treaty governing the disposition of water was required before construction of major project features could proceed. It took eight years to

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negotiate the agreement. Due to the complexity of the project, an elaborate system of dams and canals was necessary to store and deliver water. In all, the St. Mary Diversion and Milk River Project involved the construction of seven major storage and diversion dams, and approximately 419 miles of canals and laterals, enabling the reclamation of approximately 125,000 acres of agricultural land.

The North Platte Project extends 111 miles along the North Platte River from near Guernsey, Wyoming to below Bridgeport, Nebraska. The project provides water for irrigation of approximately 390,000 acres, making it the most extensive of the original five. Supplemental water is supplied to an additional 109,000 acres. Main features of the project include Pathfinder Dam and its million-acre feet capacity reservoir southwest of Casper, Wyoming; Guernsey Dam and Reservoir; Whalen Diversion Dam; three regulating reservoirs; 1,602 miles of canals and laterals; and 352 miles of open drains. At the time of construction, the masonry arch Pathfinder Dam was one of the largest structures of its kind in the world. The engineering feat is listed in the National Register. For project irrigators in Wyoming and Nebraska, access to water ended the cattleman's monopoly of the land and raised agriculture to equal status in the region's economy. From the first deliveries of water in June 1909 to the early 1990s, project lands produced nearly \$2 billion in crops. While conditions were at first difficult for builders and settlers, the North Platte Project continues to play a decisive role in the region it serves.

The Uncompahgre Project is located on the western slope of the Rocky Mountains in west-central Colorado. Project lands surround the town of Montrose and extend 34 miles along both sides of the Uncompahgre River to Delta, Colorado. Project features include Taylor Park Dam and Reservoir, Gunnison Tunnel, 7 diversion dams, 128 miles of main canals, 438 miles of laterals, and 216 miles of drains. The system uses water from both the Uncompahgre and Gunnison Rivers to serve over 76,000 acres of project land.

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Prior to project construction, farmers in the Uncompahgre Valley struggled due to lack of sufficient water to irrigate. Through construction of the Gunnison Tunnel, water from the Gunnison River was transported to the Uncompahgre River for delivery to farm fields. The 6-mile-long tunnel was a major engineering feat. Construction difficulties encountered were enormous, and at the turn of the century a tunnel of that length was virtually unprecedented. In 1979, the Gunnison Tunnel was listed in the National Register. Upon completion of the tunnel in 1909, construction of other project works continued. In fact, it was not until 1923 that the diversion dam, the main canals, and all laterals were completed and in use. The project continues to provide an important agricultural base in western Colorado.

The Salt River Project, located near Phoenix, Arizona, includes an area of about 250,000 acres. Project water is furnished by the Salt and Verde Rivers. The rivers are controlled with six storage dams, two of which were constructed by Reclamation. A diversion dam constructed by Reclamation serves 1,259 miles of canal, laterals, and ditches. The power system includes five hydroelectric plants. The first dam completed on the project was the first major structure to be constructed by the Bureau of Reclamation. From the outset, Roosevelt Dam was intended to be a symbol of success and a showpiece for the newly created water development agency. Built between 1906 and 1911, the dam was an outstanding engineering achievement. The 280-foot-high structure holding back the Salt River was distinguished as the highest stone masonry dam in the world. The lake created behind the dam, known as Lake Roosevelt, contained more than a million acre-feet of water and was the world's largest artificial lake. The dam contributed more than any other dam in Arizona to the settlement of Central Arizona and to the development of large scale agriculture there. It also provided Central Arizona's first hydroelectric power source. Listed as a National Historic Landmark in 1963, Roosevelt Dam underwent major modifications in the 1990s that resulted in revocation of the designation in 1998. On March 16, 1998, the Theodore Roosevelt Dam National Register District, including the non-contributing Roosevelt Dam, was listed for statewide significance.

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The Salt River Project's ultimate consequence was the growth of one of the most urbanized areas in the country. The water and power provided by the project propelled Phoenix's growth from a population of 5,000 in 1902 to 35,000 in 1922. By 1940, the census listed 65,414 people in the booming metropolis. Tourism and recreation activities also were a direct result of the project.

Project	Acres Irrigated	# of Storage Dams	# of Diversion Dams	Miles of Canal/ Laterals	Initial Const. Period	First Water Delivery
NEWLANDS	73,000	2	2	69 canal 312 lat.	1903- 1906	Feb, 1906
NORTH PLATTE	390,000 & 108,000 supplemental irrig.	4	4	337 canal 1,261 lat.	1905- 1915	
SALT RIVER	238,220 & 24,715 supplemental irrig.	6	1	131 canal 876 lat.	1903- 11	1907
MILK RIVER	120,816	3	5	200 canal 219 lat.	1906-	1911
UNCOMPAHGRE	76,297	1	7	128 canal 438 lat	1904- 1912	1908

#### PROJECT LOCATION

The Newlands Project is located on the Nevada-California border in the Reno-Fallon-Fernley area. Water for the project comes from Lake Tahoe; the Truckee River which flows from Lake Tahoe east for 105 miles to Pyramid Lake; and the Carson River, which flows east of the Carson Range of the Sierra Nevada Mountains and empties into the Carson Sink.

On the Truckee River, Lake Tahoe Dam impounds and regulates upstream water flow. Further downstream near Fernley, Nevada, Derby Dam diverts water from the Truckee River into the

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Truckee Canal, which carries it 32 miles to Lahontan Reservoir on the Carson River and also irrigates farmland in the vicinity of Fernley. Lahontan Dam impounds direct flow of the Carson River as well as water diverted from the Truckee River. Releases from Lahontan Reservoir are diverted at the Carson River Diversion Dam into the south distributing "V" Line Canal and into the north distributing "T" Line Canal. Both canals transport water to the largest area of project lands in the Lahontan Valley around Fallon, Nevada. In addition to storage reservoirs, about 69 miles of main canals (Truckee, "V" Line and "T" Line), 312 miles of laterals, and a network of about 345 miles of drains, comprise the system of works (Water and Power Resources Service, Project Data, 1981, p. 687).

**BACKGROUND<sup>2</sup>**

The Newlands Project is indelibly associated with the expansion of the United States into the arid lands of the American West. Archaeological evidence indicates that Native Americans lived in the area of the Carson River and Truckee River drainages for at least 11,000 years (Elston, Handbook of North American Indians, Volume 11: Great Basin, 1986). Small bands of Northern Paiute Indians were the primary inhabitants of the area when Europeans first conducted forays there in the 1820s. Up until the late 1840's, the only non-Native Americans familiar with the Truckee and Carson River basins were a small number of explorers and furtrappers. In 1827, Jedediah Smith passed through the region some 75 miles south of Truckee Meadows while leading a party of trappers for the Rocky Mountain Fur Company. The following year, Peter Skene Ogden of the Hudson Bay Company, discovered the Humboldt River near Winnemucca. He returned the next spring and traced the river to its end in the Humboldt Sink. In 1841, the

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<sup>2</sup> Portions of this multiple property documentation form are excerpted from two sources: Hardesty, Donald. "The Newlands Project, Nevada: Evaluating National Register Eligibility" July 2001, and Simonds, Joe. "The Newlands Project (Third Draft). 1996. Both documents were prepared for the Bureau of Reclamation.

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Bidwell-Bartleson Party opened the California Trail through the region. Lieutenant John C. Fremont, leading a party for the U.S. Bureau of Topographical Engineers, became the first white man to view Pyramid Lake in 1844. Fremont named the body of water for a large rock formation on its eastern shore. He continued his explorations by following the Truckee River to where it turns west near present day Wadsworth. From there he headed south across the Carson River, then the Walker River, before heading up into the Sierra Nevada range.

In the spring of 1844, the Stevens-Murphy-Townsend emigrant party departed Council Bluffs, Iowa, headed for California. They would become the first party to use the direct route to California along the Humboldt and Truckee Rivers, and over Donner Pass. When the party reached the headwaters of the Humboldt River, they met an Indian guide named Truckee. He directed them west to the river which the party afterwards named Truckee in appreciation for his guide services. The group continued on to Donner Pass and into California.

The discovery of gold near Sacramento, California, in 1848 ignited a stampede of Euro-Americans into the region. Many who traveled to California in search of riches chose either the Truckee River/Donner Pass route or the more southerly route along the Carson River and through Sonora Pass. Although most fortune seekers perceived Nevada simply as a forbidding obstacle on their way West, some opted to stay in the Truckee-Carson Basin and try their hand at farming, ranching, trading, or prospecting. In 1852, the first permanent settlement along the Truckee River was established near the site of Reno.

In 1859, the discovery of the Comstock Lode changed Nevada history overnight. The news of precious ores incited a rapid influx of prospectors to the region and brought about Nevada's earliest urban settlement at Virginia City. Completion of the Central Pacific Railroad through the region in 1868 encouraged even more growth. The surging population soon placed heavy demands on the region's natural resources, including water and timber. Water to supply the

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increasing needs of the Comstock mines was diverted from the Truckee River and Lake Tahoe Basins, marking the beginning of interbasin water diversions. The demands for lumber to supply the mines and railroads led to the rapid growth of logging and milling operations throughout the Sierra Nevada. Before long, the rivers and streams in the area became clogged with sawdust and logging debris, preventing fish migration and seriously degrading the quality of the water in the Truckee River.

Precious metals mining dominated the booming economy of both the region and Nevada in the 1860s and 1870s. With continued growth came conflict and controversy. The 1860 Pyramid Lake Indian War resulted in the deaths of over 150 Indians and 75 whites. The City of San Francisco began to eye the waters of Lake Tahoe to supply the needs of the burgeoning city. Logging and mining continued to pollute the rivers and streams. In 1861, Congress granted Nevada territorial status. Among the first acts of the Territorial assembly was to pass a requirement that all dams constructed in Nevada allow for the natural transit of fish. Unfortunately, this mandate was frequently overlooked.

To support the ever-increasing number of settlers, ranching and agriculture both grew more prominent in the Truckee and Carson River basins. In 1851, a small contingent of Mormons from Salt Lake City planted crops in the Carson Valley to peddle to California-bound goldseekers (MacDonnell, From Reclamation to Sustainability: Water, Agriculture, and the Environment in the American West, 1999, p. 144) Farmers constructed small irrigation ditches in the early 1860s. The Pioneer and Cochran ditches diverted water from the Truckee River to irrigate lands in Truckee Meadows. Numerous dams were built on the Truckee River to divert water for irrigation or to power mills. In 1870, the California Legislature authorized the Donner Lumber and Boom Company to improve the channel of the Truckee River from the outlet of Lake Tahoe to the California/Nevada state line. The company constructed a rockfilled timber crib dam at the outlet of the lake, controlling the outflow of the lake for the first time. More

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dams were constructed along the Truckee River in the late 19<sup>th</sup> century, increasing diversions from the river and further limiting migration of fish.

Nevada's flourishing mining economy took a sharp downturn in the 1880s as a result of falling silver prices. Cattle ranching helped for a while, but unpredictable market prices, high railroad transportation costs, and several severe winters forced many ranchers into bankruptcy. In search of ways to alleviate Nevada's economic depression, William M. "Big Bill" Stewart and other Nevada politicians took up the causes of remonetization of silver and irrigation (Rowley, "Farewell to the Rotten Borough: Francis G. Newlands in Nevada." 1995, p. 113). Although Silver Party politics didn't go very far, the cause of irrigation as a way to enhance agricultural production in Nevada was vigorously pursued.

In 1889, the total area irrigated in Nevada was 224,403 acres. This closely paralleled the amount of irrigated lands in neighboring Idaho (218,249 acres) and Utah (263,473 acres). By the end of the century the number of irrigated acres in Nevada had climbed to 504,168. Most of these lands were meadows alongside the Humboldt River. During spring flooding, primitive irrigation systems directed the waters to cultivated fields. Lands along the Truckee and Carson Rivers were also subject to considerable cultivation and the summer flows of these rivers were largely utilized (Reclamation Service. First Annual Report of the Reclamation Service, 1903, p. 224.).

#### **ORIGINS OF THE FEDERAL RECLAMATION PROGRAM**

By the end of the 19<sup>th</sup> century it was apparent throughout the West that private irrigation interests simply lacked the financial resources and engineering capability to construct large-scale water storage and delivery systems. The limits of successful smaller cooperative efforts had been reached, and time and again, ill-financed grandiose projects boosted by speculators had ended in failure. All of the easily-irrigable lands had been developed and the vast arid expanse of

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remaining lands required complex and expensive irrigation systems. Even those who were opposed to government intervention were beginning to recognize that state or Federal support of irrigation was needed. Among those most actively involved in developing national reclamation policy were a number of Nevada politicians.

The first Federal law to address the unique water supply conditions in the arid West was the Act of July 26, 1866. Passed largely due to the efforts of Senator William Stewart of Nevada, the legislation was aimed primarily at the mining industry, where conflicts over water use in hydraulic mining operations had escalated. Under the law, which was written broad enough to include agriculture and other uses, local control over the use of water was acknowledged.

The 1873 Timber Culture Act required settlers to plant 40 out of 160 acres with trees, under the belief that trees encouraged rainfall. In 1877, the Desert Lands Act was passed which gave settlers 640 acres of arid land on the condition that proof of irrigation be demonstrated within three years. Neither of these Federal laws that relied on individual initiative were successful in establishing widespread irrigation.

At the forefront of a national irrigation movement was John Wesley Powell, noted explorer of the Colorado River. He passionately expounded that private enterprise lacked the financial resources or public interest to construct the reservoirs and delivery systems needed to expand irrigation in the West. Powell's advocacy for a greater Federal presence was highly disputed by those in favor of unchecked western expansion or states' rights.

In 1881, Powell became head of the United States Geological Survey (USGS) and, under his direction, the agency began its survey and mapping of the United States. Congress passed a joint resolution in March 1888 that not only authorized a survey of arid western lands, but also allowed for the withdrawal of all lands found irrigable. The resolution further provided that the

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lands could be reopened to settlement under the Homestead Act by proclamation of the President. In October 1888, at the onset of a drought in the West, Powell secured an initial modest amount of \$100,000 from Congress to begin the irrigation survey of arid western lands. In March 1889, an additional \$250,000 was appropriated to continue the work. Surveys were conducted of canal routes and reservoir sites in seven western states including Nevada. A total of 150 canal routes were identified and 30 million arid acres were deemed irrigable (Robinson, Water for the West: The Bureau of Reclamation, 1902-77, 1979, p. 12). In the summer of 1889, Powell was invited to accompany the United States Senate Committee on the Irrigation and Reclamation of Arid Lands, headed by Senator William Stewart, on a tour to view first hand the irrigation needs of the West. Among the numerous stops made to conduct public hearings was Carson City, Nevada.

Much criticism was directed at Powell, including from most members of the Arid Lands Committee, for his policy of withdrawing from settlement all lands susceptible to irrigation until further directed by Congress. Fierce negative reaction engendered largely by speculative and grazing interests resulted in the repeal in 1890 of the portion of the 1888 Joint Resolution allowing for the land withdrawals, except for the reservoir sites themselves. Funding for the surveys was also cut which precluded the completion of work in Nevada. Despite the setbacks, the Geological Survey continued to study water resources in the arid West in the 1890's.

Up until 1890, broad public support for an organized irrigation movement did not exist. As William Smythe, one of the West's strongest reclamation advocates, wrote, "Irrigation was an unpleasant word, repellent and depressing. The word "arid" was synonymous with worthlessness." Attitudes towards irrigation were changing however. The worsening drought plaguing the West and devastating farmers was the catalyst for a series of National Irrigation Congresses, the first of which was held in Salt Lake City in 1891. The congresses did much to draw attention to the need for a greater government role in the reclamation of arid lands in the

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United States.

In 1894, the U.S. Congress passed the last major irrigation legislation prior to the Reclamation Act of 1902. The Carey Act asserted responsibility of the States rather than the National Government to oversee irrigation development. The law granted each Western State up to one million acres of public domain on condition that the lands be irrigated and occupied. Following approval by the Secretary of the Interior of a State's request for participation, settlers on the segregated arid lands were given 10 years to cultivate at least 20 out of each 160-acre tract. Once proof of irrigation and settlement was submitted to the Secretary of the Interior, the lands would be turned over to the States, and in turn, patented to the settlers.

In Nevada, as in most other Western States, the Carey Act was largely unsuccessful. Although Nevada applied for 185,445 acres under the legislation, only about 1,500 acres were eventually patented to settlers (Golze, Reclamation in the United States, 1952, p.19). The States simply did not have the financial resources or technical expertise to implement large-scale irrigation projects.

#### **FRANCIS G. NEWLANDS AND PASSAGE OF THE RECLAMATION ACT OF 1902**

By 1900, it had become evident that the array of incentives for local and State development of large-scale irrigation works had been unsuccessful in yielding significant results. Support for a greater Federal role was growing among western congressman, and among those at the forefront was Nevada Representative Francis G. Newlands.

Newlands, a wealthy Californian, moved to Carson City, Nevada, in 1888 and a year later to Reno. He became actively involved in the State's economic and political affairs, and in 1892 was elected to the U.S. Congress. He served as a representative until 1903 when he was elected

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to the U.S. Senate. From the outset of his political career, Newlands became an advocate and spokesperson for the reclamation of arid lands. He was also the owner and developer of lands in western Nevada and eastern California. Among the properties he purchased were strategic sites for water storage and irrigation along the Truckee and Carson rivers; he offered these to the state of Nevada in 1890 but no action was taken by the legislature. A number of years later, Newlands bought Donner Lake in California and offered to sell it on generous terms to any irrigation district that might be formed in the area (Glass, Water for Nevada, the Reclamation Controversy, 1964, p. 40). Included in the large acreage that Newlands eventually amassed was the site of what would later become Lahontan Reservoir.

Unlike most western promoters, Newlands advocated rational planning and orderly economic development as vital to successful irrigation. He applied these principles to his own projects by hiring engineers and geologists to conduct studies and develop plans. A leading proponent for reclamation in the 1890s, Newlands initially fought for State sponsorship of irrigation projects. Over the course of the decade, he became convinced that State governments as well as private enterprise were not capable of successfully accomplishing large-scale irrigation projects and called for a greater Federal role (Robinson, p. 15).

At the annual meeting of the National Irrigation Association held in Chicago in November, 1900, Newlands and two other leaders in the Reclamation movement, George W. Maxwell and Francis H. Newell, spoke in strong support of proposals under consideration for the Federal construction of irrigation works. The team of three, consisting of a politician, a publicist, and an engineer, worked separately and together throughout 1900 and 1901 to garner congressional and public endorsement for Federal reclamation (Robinson, p. 15).

On January 26, 1901, Newlands introduced legislation in Congress for a national reclamation program. The bill, drafted with the assistance of Maxwell and Newell, failed to pass. The

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momentum and support for Federal sponsorship of irrigation had grown, however, and the movement received a tremendous boost when Theodore Roosevelt became President in September 1901. Having lived in the West, he had firsthand knowledge of its arid condition and acted quickly to establish a Federal reclamation program. In his message to Congress at the opening session in December 1901, he became the first President to recommend Federal legislation for the reclamation of arid lands in the West.

With the strong support of the President behind them, a committee of seventeen congressmen, one from each western state, met under the chairmanship of Nevada Representative Francis G. Newlands and drafted an irrigation bill. Introduced into Congress by Newlands, the bill quickly passed through both houses and was signed into law by President Roosevelt on June 17, 1902.

Under the terms of the Newlands Act, commonly referred to as the Reclamation Act, the Secretary of the Interior was authorized to locate and construct irrigation works in the arid Western States and territories. Funding for construction of these projects was to come from the sale of public lands within the benefitting states and territories. Following completion of project facilities, project lands would be opened for settlement under provisions of various homestead laws and in tracts no larger than 160 acres. The 160 acre limitation was designed to prevent land speculation and to encourage homesteading by individuals and families, a major focus of western irrigation supporters. Newlands had been adamant in his belief that families, not corporations, should be the beneficiaries of Federal reclamation works. Settlers were required to reclaim at least one-half of their land for agriculture. Project construction costs were to be repaid over a period of time by the project settlers. The agency established to administer the provisions of the Act was initially called the United States Reclamation Service ( Reclamation Service). F.H. Newell, an irrigation engineering authority previously with the Geological Survey, was named

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Chief Engineer of the new bureau.<sup>3</sup>

### BEGINNINGS OF THE NEWLANDS PROJECT

Eleven days after passage of the Reclamation Act, Newell privately submitted six possible projects to the Secretary of the Interior. Among them was the Truckee-Carson Project which proposed to furnish water to around 400,000 acres in Western Nevada (MacDonnell, p. 144-45). In July, the Secretary withdrew 2.6 million acres of Federal public lands in the Truckee and Carson basins from entry under the Homestead Acts. In February 1903, the Nevada legislature, responding to influence exerted by Newlands, passed the Irrigation Law of 1903. It established the Office of State Engineer responsible for solving water problems and administering water rights. The act also provided for cooperation between the State of Nevada and Secretary of Interior in developing Federal reclamation projects.

On March 7, 1903, Charles D. Walcott, Director of the USGS, wrote to Secretary of the Interior E.S. Hitchcock requesting approval to undertake the first five Reclamation projects. Among them was the "Truckee Project" in Nevada. Just a week later, on March 14, the Secretary of the Interior authorized proceeding with all five projects. Three million dollars were initially allotted for the Truckee Project. The official name change from Truckee or Truckee-Carson Project to Newlands Project took place in March 1919, in honor of Francis Newlands, who died in December 1917.

The Truckee River Basin had been recognized early on for the irrigation possibilities that existed

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<sup>3</sup> In 1923, the official name was changed to the Bureau of Reclamation. The Reclamation Service was originally placed within the U.S. Geological Survey. In 1907, it was established as a separate bureau within the Department of the Interior. Newell's title changed from Chief Engineer to Director. He remained in that position until December 1914.

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there. It was one of the areas investigated by Powell's Irrigation Survey in 1889-90. Further surveys of reservoir sites and measurements of river flows along the Truckee and Carson Rivers, among others in Nevada, were conducted at the turn of the century by Leon H. Taylor, a USGS hydrographer. His work was instrumental in the selection of the site of the Truckee-Carson Project. Compared to other locations, it had two key ingredients in its favor. The first was the availability of large areas of unclaimed public lands suitable for irrigation downstream on the Carson River and, to a lesser extent, on the Truckee River. Elsewhere in Nevada, most of the lands that controlled the use of water had fallen into private hands thereby precluding settlement opportunities (USRS First Annual Report, p. 224). The second factor in favor of the Truckee-Carson Project was Lake Tahoe. Its enormous water supply could be managed easily for irrigation releases by constructing a relatively small dam at the outlet of the lake.

Early studies for the project called for a system of waterworks extending from Lake Tahoe into the Truckee and Carson River basins and beyond to Lovelock and the Humboldt Sink (Townley, Turn This Water Into Gold, The Story of the Newlands Project, Second Edition, 1998, pp. 22, 36). Several reservoirs, diversion dams, and canals formed the core of the undertaking. Water would be diverted from the Truckee River to the Carson River where it could be used to irrigate lands in the Carson River Basin. To accomplish this, a diversion dam constructed on the Truckee River would divert water into a 31-mile-long main canal that would convey it to the Carson River. A second dam constructed on the Carson River would divert water into project canals for delivery to project lands. Key to the project would be a storage dam at Lake Tahoe, a beautiful natural lake straddling the California and Nevada state lines. Enlarging Lake Tahoe would ensure an adequate supply of water during the late irrigation season when the flows of the rivers were at their lowest. Several other storage reservoirs on the Truckee and Carson Rivers were also considered (Simonds, 1996, p. 4). Reclamation initially estimated that the project could irrigate about 400,000 acres. As planning and construction proceeded, this grand scheme was gradually scaled back to a project serving about 200,000 acres (1912) and eventually, in

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1926, to an irrigable area of about 73,000 acres. This reduction in size reflected the realization that the water supply was simply not available to irrigate the vast acreage originally intended.

**PLANNING AND CONSTRUCTION OF MAJOR PROJECT FEATURES: 1902-1915**

Almost immediately following selection of the Truckee-Carson Project, the newly-created Reclamation Service opened an office in Reno and placed Leon H. Taylor in charge as supervising engineer.(Simonds, p. 8). A phased construction plan was developed with the diversion dams and canals to be built first followed by the storage facilities. Work started with construction of Derby Diversion Dam (originally called the Main Lower Truckee Diversion Dam) on the Truckee River about 20 miles below Reno, and the 31-mile long Truckee Canal (originally called the Main Lower Truckee Canal) originating at Derby Dam (USRS Second Annual Report, 1904, p. 365). This initial component was broken down into three divisions and separate bids were solicited for the construction of each division. Division 1 included Derby Dam, the headworks of the Truckee Canal, and the first six miles of the canal. Divisions 2 and 3 covered the remainder of the canal (Simonds, p. 8).

Bids for construction of the dam and canal were opened in Washington D.C. by the Secretary of the Interior on July 15, 1903. The contract for Divisions 1 and 2 was awarded to C.A. Warren & Company with bids of \$324,967 for Division 1 and \$415,020 for Division 2. The contract for construction of Division 3 was awarded to the E.B. & A.L. Stone Company who submitted a low bid of \$250,700. The contracts for the diversion dam and canal were among the first awarded by the infant Reclamation Service. The specifications for Derby Dam bear the distinction of being the first issued by the agency.

Construction of the project began soon afterwards. The contractors, advertising widely in cities throughout the American West, hired more than 500 men to work on the dam and over 1,000

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workers to dig the Truckee Canal. Because of the remoteness of the project location, laborers had to live in temporary camps set up near construction activities. The camp at the Derby Dam site soon acquired a reputation as a "hell hole" of violence, crime, gambling, and prostitution. Other construction camps were established along the route of the Truckee Canal. In 1904, the Reclamation Service moved its Reno office to the small town of Hazen located on the Southern Pacific Railroad route (Townley, p. 26). Growing rapidly, Hazen soon earned the same reputation as Derby camp. Completion of Derby Dam and the Truckee Canal brought about the abandonment of the work camps and, in December 1906, the Reclamation Service relocated its Hazen office to the growing town of Fallon.

The first work at Derby Dam consisted of the construction of a temporary dam on the Truckee River upstream of the permanent dam site. A temporary flume and ditch diverted the Truckee River around the location of the future dam. Once the site was free of water, the foundation area was cleared, providing a solid base for the dam. A cutoff wall consisting of parallel and interlocking steel sheet pilings, and designed to prevent seepage under the dam, was the first feature of the dam itself to be constructed. Then the contractor began the placement of concrete over the foundation area. The dam, completed in 1905, consists of a gated concrete structure spanning the Truckee River and an earthen embankment extending from the north abutment in a northwesterly direction for nearly 1,200 feet. The concrete structure originally consisted of 16 bays, each one containing a lower and upper slide gate. A series of regularly-spaced concrete piers formed the bays and accommodated the metal gate guides. Three of the original center gates were removed in 1929 and replaced with one large 10- by 25-foot flood gate. Another alteration occurred in 1908 when a wooden fish ladder was installed. This feature was repaired, altered and practically reconstructed in 1912. The resulting fish ladder was a wood flume

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containing flashboards. The dam has a diversion capacity of 1,500 cubic feet per second (cfs).<sup>4</sup>

The Truckee Canal was constructed at the same time as Derby Dam. Located at the south end of Derby Dam, the canal headworks consist of nine 5-foot by 10-foot slide gates separated by concrete piers. The canal follows the broad Truckee River Canyon before turning southward to terminate at Lahontan Reservoir. Started in September 1903, excavations were carried out using steam shovels and horse-drawn Fresno scrapers. The most difficult aspect of the construction was the approximately 10-mile stretch through the steep canyon. Four tunnels, all reinforced with concrete, were built along the canal route to reduce its overall length and minimize excavation costs. The tunnels range in length from 213 feet to 1,515 feet and cover a combined distance of nearly 3,000 feet. At a number of points along its route, the canal incorporates control gates to release water for irrigation of adjacent lands. At its terminus, the canal originally discharged into the Carson River through a temporary timber chute, the last feature to be finished. With the anticipated construction of Lahontan Dam, the terminus was changed in 1910 so that the canal now empties via a concrete chute into Lahontan Reservoir. The change in terminus apparently extended the canal by about a mile to its present length of 32 miles. With a capacity of 1,500 c.f.s., a bottom width of approximately 20 feet, and a maximum water depth of 13 feet, the canal was completed in May 1905. Amid great excitement, a congressional delegation led by Senator Newlands dedicated Derby Diversion Dam and opened the headgates of the Truckee Canal on June 17, 1905, exactly three years after passage of the Reclamation Act. It was the first time that water flowed from a Federal Reclamation project to "make the desert bloom".

On September 9, 1904, the Reclamation Service awarded the first of four contracts covering

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<sup>4</sup> Derby Dam was subsequently modified in 1999 when the downstream apron was completely replaced.

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various construction aspects of the Carson River Diversion Dam and the conveyance structures that would carry water to farmers' ditches in the area around Fallon (Simonds, p. 5). The Carson River Diversion Dam, located about five miles downstream from where the Truckee Canal empties into the Carson River, was completed by September 1905. The concrete dam is 23 feet high with a crest length of 241 feet; it has a diversion capacity of 1,950 c.f.s. The outlet works consist of a spillway with 21 5- by 10-foot double leaf slide gates and one 15-by 10-foot hinged gate.

Also finished by September 1905 were the two main canals built to carry water from the Carson River Diversion Dam to farms in the vicinity of Fallon. The nine-mile-long northside canal ("T" Line Canal) begins at a headgate at the north end of the dam and traverses a particularly sandy region on the north side of the river. The canal is 10 feet wide at the bottom, six feet deep, and has a typical maximum water flow of 450 cubic feet per second. The southside canal ("V" Line) extends from a headgate at the Carson River Diversion Dam for 27 miles long along the south side of the river. The canal has a bottom width of 22 feet, a depth of 12 feet and a typical maximum water flow of 1,500 cubic feet per second.<sup>5</sup> Lands served by the "V" Line Canal are of more varied soil types than those under the "T" Line Canal.

Construction of the canal network proceeded at a fast pace. The distribution system was divided into districts, numbered one through seven, with district one located just south of Fallon and district two to the north. By the end of 1906, both districts were reported near completion. Work in all the other districts had started and, in some cases, was well underway. Among the features finished was the principal branch of the "V" Line Canal, known as the "S" Line. It

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<sup>5</sup> At 5.8 miles below the headgate, a powerhouse was built by TCID in 1955 to take advantage of a 26-foot drop. The V Canal Powerplant included two generators each capable of generating 400 kw.

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extends the "V" Line Canal by 5.28 miles. Another major canal, the "A" Line, had also been started. It takes off from the "V" Line Canal eight miles below its headworks and is about 13.4 miles long. The "A" Line Canal's base width varies from 4 feet to 13 feet and its depth ranges from 3 to 6 feet. In April 1906, excavation started on the "D" Line Canal located in district 4 to the northeast of Fallon. In conjunction with the canals, a complex web of laterals was constructed that covered many miles. Much of the distribution system was built by government forces, sometimes with the assistance of cooperating entities such as water users groups. "One hundred head of stock" also contributed to the work force in districts 5 and 7. By the end of 1914, Reclamation reported that 696 miles of canals had been completed.<sup>6</sup>

The next phase of the Truckee-Carson Project consisted of developing storage facilities. Constructing a new dam at the outlet of Lake Tahoe to replace a smaller existing one owned by the Donner Boom and Logging Company was an integral component of Reclamation's plans. Agency engineers had estimated that waters released annually from Lake Tahoe alone could irrigate 100,000 acres. Unknown to the government, downriver power companies were also negotiating with the Donner Company, and in September 1902, the Truckee River General Electric Company purchased the dam for \$40,000. Following the transfer, the government began negotiating with the power company and in April 1903, agreed to purchase the dam for \$100,000 and a guarantee of sufficient water flows to generate electricity. Government officials in Washington believed the price to be too high and opted to condemn the dam instead and take control through the Federal courts. In July 1904, Reclamation gained control of 63 acres just below the existing dam and began plans to construct a new dam to control flows from Lake Tahoe (Simonds, pp 5-6).

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<sup>6</sup> This figure must include laterals as they are not broken out separately. U.S. Department of the Interior. United States Reclamation Service. Truckee Carson Project, Nevada. Outline History 1906-1912. April 1914. No page number.

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The following July, the Reclamation Service contracted for the construction of a new dam at Lake Tahoe; however, the work came to an immediate halt because of an injunction filed by power companies with existing water claims. The power companies were not the only ones opposed to Reclamation's plans for the lake. Fears ran high among owners of shoreline property that the new dam would allow the lake to be drained to a level five feet lower than the existing minimum level, while the storage level would raise the lake ten feet above the existing maximum height (Townley, p. 37).

While the Reclamation Service studied alternative approaches to gain control of Lake Tahoe with little success, water use on project lands increased. In the summer of 1908, farmers faced a crisis when the project experienced its first serious water shortage. The combined flows of the Truckee and Carson Rivers could not meet the late summer irrigation demands. To provide a more secure water supply, Reclamation planners investigated several sites on the Carson River for construction of a dam and reservoir. One location, known as the Lower Carson Reservoir Site, was near the point where the Truckee Canal emptied into the Carson River. Reclamation had purchased the lands at the potential reservoir site from Newlands in 1904. In December 1910, after several years of water shortages and unsuccessful efforts to build a dam at Lake Tahoe, the Secretary of the Interior authorized construction of Lahontan Dam by government forces at the Lower Carson Site. This dam would be capable of holding back the entire flow of the Carson River as well as water diverted from the Truckee River via the Truckee Canal.

Reclamation completed designs for Lahontan Dam in 1910 and construction by government forces was approved by the Secretary of the Interior on the last day of that year (USRS 10<sup>th</sup> Annual Report, p. 166). In February 1911, work started on the residential construction camp. The labor force at that time comprised fifty men but by the end of the year had reached 200. Housing for the workers was segregated in two separate areas. Lahontan City, located on high ground north of the dam site, accommodated English-speaking laborers, supervisors, and a

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number of families. The settlement had a cookhouse, bakery, billiard hall, school, store, barber shop, hospital, library, and its own marching band. A water and sewer system was also provided. At the height of construction, when 220 men were engaged on the project, the camp employed nine Japanese cooks and waiters. About fifty Bulgarian and Armenian workers resided at Bohunkville next to the dam site along the Carson River. They lived in tents with floors and built-in bunks. The camp also included a few Italians who lived in their own houses (Reclamation Service, Outline History 1906-1912, p. 161). After the completion of Lahontan Dam in 1915, both Lahontan City and Bohunkville were abandoned.

The remote location of the dam site prompted Reclamation to construct a hydroelectric powerplant to provide power for construction activities. Upon completion in early November of 1911, the stone and concrete powerplant generated 1,000 kilowatts of power by diverting water near the end of the Truckee Canal into a 500-foot-long steel penstock to drive two General Electric 500 kilowatt generators. The powerplant supplied electricity to run much of the construction machinery used on the project. D.W. Cole, the project manager, stated that

Probably the first electric shovel was employed on this work and handled the 500,000 cubic yards of gravel at a cost very much below what a steam shovel would have shown at the local prices for coal (Engineering News, volume 73, April 22, 1915, page 760).

In addition, the powerplant ran electric motors on a dragline excavator, a 925-foot-long belt conveyor to transport gravel and soil to the main embankment, the sand-cement batching plant, a 1,600-foot-long cableway for transporting concrete, and numerous pumps, blowers, drills, and conveyors (Hardesty, Donald, p. 8).

Work on the dam itself proceeded along with the powerplant. Blasting of the trench for the cut-off wall near the upstream toe of the dam began in late March 1911. Designed to prevent

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seepage of water under the dam embankment, the wall reaches a depth of between 30 and 60 feet below the original ground surface with the top of the wall extending 6 to 8 feet above the surface and into the dam embankment. Additional protection was provided by pressure-grouting the areas surrounding the cut-off wall.

Control of the Carson River during construction was achieved by first constructing the outlet works and then diverting the river through them. Two reinforced concrete conduits, each nine feet in diameter, originally comprised the outlet works and discharged water into the spillway pool. The first diversions were made through the left conduit in November 1912. A month later the right conduit was completed. A six-foot six-inch diameter steel penstock, controlled by a cylindrical valve, was constructed to carry water to the Lahontan powerplant located downstream from the dam.

A unique feature of Lahontan Dam is the curved pair of concrete spillways, one at each end of the main dam, that discharge into a common circular stilling pool. The layout was designed so that the energy of the spillway flows would cancel each other out when they converged in the nearly one-acre pool. Each spillway has an uncontrolled concrete crest approximately 250 feet long and their combined design capacity is 30,000 c.f.s. Starting with excavation of the left spillway in June 1911, construction of both spillways and the stilling pool was completed by the beginning of 1915.

While work on the spillways proceeded, the earthen embankment took form. It is composed of two zones of compacted fill material. The downstream zone consists of gravel fill, while the upstream zone is made up of a mixture of earth and gravel placed in layers, wetted, and rolled by 10-ton, steam-powered traction engines. The materials were transported from storage bins to the center of the embankment by a 925-foot long conveyor belt. The materials were then spread out using horse drawn dump wagons before being moistened and compacted. The entire

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embankment is protected by a 12-inch layer of gravel. In addition, the upstream slope is covered by a 2-foot layer of riprap. A 12-foot wide roadway crosses the top of the dam. On each of the concrete spillways, the road is carried by five-span continuous reinforced concrete arches with 50-foot spans and five foot rises. An earthen wing dam or dike about 4 feet high, level with the top of the principal dam, extends southward for three-quarters of a mile. When completed in 1915, Lahontan Dam stood 124 feet above the stream bed and 1,300 feet long. The reservoir created behind it has a maximum capacity of about 317,000 acre-feet, with flashboards installed, and has a shoreline of almost 70 miles (Simonds, p. 7).

When the dam was nearing completion, the government advertised the leasing of the powerplant to the private sector. On December 14, 1914, the Canyon Power Company of Oakland, California took possession of the plant and shortly afterwards began construction of a 90-mile-long transmission line to the City of Lovelock and the mining camps centered around Rochester, Nevada. The company also took over a line constructed by the government that provided electricity to Fallon. A month after the dam's completion, the Canyon Power Company began installation of a third, 500 kw generating unit. The installation was completed in June 1915, bringing the capacity of the plant up to 1,500 kw. A secondary concrete penstock was added that fed water from the reservoir to the primary steel penstock.

While the Reclamation Service progressed with work on Lahontan Dam, efforts to gain control of Lake Tahoe continued. Because of severe drought conditions in 1912, the Reclamation Service was forced to close the downstream gates of the Derby Diversion Dam, diverting the entire flow of the Truckee River into the Truckee Canal. As a result of this action, dead and dying trout could be found in the stream bed for several miles below the dam. In September 1912, the Reclamation Service and the Truckee River General Electric Company, whom many believed were intentionally withholding water from the farmers, sent a work crew to Lake Tahoe to dredge the channel and cut down the rim to release more water. Although the action was

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blocked by a court injunction, the incident was typical of the kinds of activities that sparked controversy over the use of Lake Tahoe's coveted waters (Simonds, p. 7).

In 1913, the controversy surrounding construction of the Lake Tahoe Dam was finally resolved when the Reclamation Service and the power company agreed to complete construction of the dam which had been started in 1905, but delayed by the protracted legal battles. The dam, completed in 1913, is a concrete slab and buttress structure, 109 feet long and 18 feet high. Releases into the Truckee River are controlled by seventeen 5-foot by 4-foot vertical sluice gates. A wooden structure over the gates protects the hoist mechanisms. Earthen embankments abut the concrete structure at both ends. There is no spillway. The dam controls the top six feet of the lake to provide about 732,000 acre-feet of active conservation for irrigation purposes (Simonds, p. 7).<sup>7</sup>

On June 28, 1915, based on a June 4, 1915, consent decree issued in Federal Court (*United States v. Truckee River General Electric Company*), the United States assumed control of the dam at Lake Tahoe. The decree, known as the Truckee River General Electric Decree, essentially gave the Reclamation Service an easement to operate the dam and use the surrounding property, subject to certain restrictions. Under the agreement, the Reclamation Service was to guarantee certain year-round flow rates to support hydropower operations

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<sup>7</sup> Safety inspections of Lake Tahoe Dam in 1978 and 1980 found damage in the concrete apron downstream from the dam and structural problems with the dam's ability to withstand an earthquake. The inspections led to repair work and structural changes in the dam in 1987 and 1988. Alterations included the construction of a new sheet pile wall downstream from the dam, the replacement of the damaged apron with new reinforced concrete, the construction of reinforced concrete stabilizing walls in the existing embankments, the installation of concrete embankment caps over both embankments, and reinforced embankment and slope protection (Simonds, 1996, pp. 30-31)

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downstream. These flow rates, known as "Floristan Rates", would be used as the basis for future Truckee River water use agreements. After more than a decade of controversy and conflict, the Reclamation Service had finally gained limited control of the waters of Lake Tahoe.

The fruition of Lake Tahoe and Lahontan dams brought to a close the construction of the major features of the Truckee-Carson Project. By June 1915, the distribution system in operation was also considerable. Three hundred miles of canal and laterals had been completed including all of the laterals taking out of the Truckee Canal in the vicinity of Fernley and Hazen (Reclamation, 14<sup>th</sup> Annual Report, p. 187, 184). Even so, in June 1915, the project was considered only 62 percent complete. Still contemplated for future construction were additional storage reservoirs in the upper Carson Valley and upper Truckee basin, extensions of the irrigation system to increase the amount of irrigated lands; and extensions to the drainage system (Reclamation, 14<sup>th</sup> Annual Report, p. 184).

**CONTINUED CONSTRUCTION: DRAINAGE FACILITIES & PROJECT REPAIRS, 1916-1928**

The construction of storage and diversion dams, canals, and laterals, did not guarantee success for the early project settlers. It soon became apparent that adequate drainage facilities were lacking as thousands of acres became waterlogged and unusable. The original engineering reports called for deep, open drains spaced a maximum half-mile apart, but cost-cutting decisions greatly reduced the depth and number of drains (Townley, pp. 43-44). As early as 1909, saturated soils and salinization in newly irrigated agricultural fields threatened the project. The Reclamation Service responded by authorizing numerous studies of the problem between 1910-1912 and making some experimental repairs thereafter. The agency installed about five miles of closed tile and surface drains, and deepened about seven miles of existing surface drains south and east of Fallon (Reclamation, 14th Annual Report, p. 186).

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Problems persisted and increasingly dissatisfied settlers formed an informal organization to demand action. The water users claimed that the Reclamation Service had promised adequate drainage, while the Reclamation Service contended that the problem was due to over-irrigation and that the farmers should assume the cost of constructing the drainage system. Offers by the Reclamation Service to correct the drainage problems with the costs paid by the water users were overwhelmingly rejected. Anger among irrigators continued to mount and, finally in 1916, Reclamation agreed to fund a better drainage system pending the formation of a water users association that could contract for the excavation of new drains. The State of Nevada legislature authorized creation of a new irrigation district in March 1917, but dissent among a faction of large property owners on the project delayed approval by a majority of water users for more than a year. Finally on November 16, 1918, the Truckee-Carson Irrigation District (TCID) was formally established (Townley, pp. 46-47).<sup>8</sup>

It took another several years before TCID and Reclamation finally entered into an agreement on the construction of drains. This occurred on January 22, 1921, and shortly thereafter work began on the first phase of the drainage project. It took nearly two and a half years to complete and cost \$700,000. Construction crews excavated over 150 miles of drains that were 10 feet deep and 9 feet wide at the bottom. The need for a second phase became apparent before the first one was even completed, and following approval by the Secretary of the Interior, Congress, and TCID, a sum of \$245,000 was expended on an additional 81 miles of drains. This work was finished by June 1928 and with an adequate system in place, the drainage problems plaguing the project were largely resolved.

By 1923, after nearly twenty years of operation, various elements of the project had deteriorated and were in need of repair. At Lahontan Dam, alterations began as early as 1918, when a gunite

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<sup>8</sup> On April 14, 1935, TCID assumed operation of the powerhouse at Lahontan Dam.

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coating was used to repair deteriorating concrete in the dam spillways.<sup>9</sup> Changes were also required to improve the power operations at the dam. Power outages sometimes occurred in late summer when the flow from both the canal and the reservoir level dropped too low to use either the steel or concrete penstock. To correct the problem, the concrete penstock was replaced with another steel penstock running through the left outlet conduit from the base of the outlet tower into the power house. This work was completed in June 1925 and ensured a more reliable water delivery system to the powerplant when water levels in the lake were low.<sup>10</sup> Part of the left spillway and about one-half of the spillway pool wall were also reconstructed.

In a report dated October 23, 1926, Reclamation engineer A. W. Walker described a number of deficiencies on the Truckee Canal including cracking of several hundred feet of concrete lining in Tunnels No. 1 and 3, accumulation of almost 160,000 cubic yards of material in the same canal, and significant deterioration of the concrete apron downstream from Derby Diversion Dam. In addition, numerous other minor problems were identified. Work to correct the problems began in October 1927 and was carried out by government forces. Tunnel repairs consisted of placement of railroad rails as supports for the roof of the tunnels. The rails were bent into shape and the ends embedded in the existing lining of the tunnel. During this time period, the previously described changes to the gate structure at Derby Dam were also made.

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<sup>9</sup> The coating did not perform well and was removed in 1935.

<sup>10</sup> More modifications to the powerplant between 1947 and 1954 upgraded the output of each of the three generators to 640 kilowatts. TCID installed two 1,000 kw diesel-powered generators next to the Lahontan plant in 1949. Both of these generators have since been removed. Additional repair work at Lahontan Dam occurred in 1985 when both spillways and the walls and the floors of the stilling basin were covered with six-inch thick concrete overlays (Simonds, p. 29).

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**PROJECT SETTLEMENT AND ECONOMIC DEVELOPMENT: 1904-1929**

From the outset of the project, Reclamation promoted it with great optimism, extolling the choice farmlands and abundant irrigation water that would be available. Eager to attract settlers, the newly created agency was anxious to establish a successful reputation and also wanted to insure repayment of construction costs through the sale of public lands. Beginning in 1904, Reclamation offered its first land parcels in tracts ranging from 80 to 160 acres. These were located mainly around Fallon although some were available in the vicinity of Fernley. The advertising campaign was successful and expectant homesteaders moved into the area, in anticipation of becoming prosperous farmers. Despite promises of delivering water in 1905, Reclamation was unable to do so, and those settlers who had eagerly prepared their lands for irrigation faced their first disappointments.

Water was first supplied to homesteaders on February 5, 1906. By that season, 674 men, women, and children, had moved onto project lands. Despite the fact that a profitable market existed for produce, especially hay, in the new mining camps of Tonopah and Goldfield, the project got off to a shaky start. Many settlers were not familiar with irrigated farming, especially in desert conditions, and they stripped the sandy fields bare of all vegetation. Windy conditions blew away soils and filled in ditches with sand. The ample water supply promised by Reclamation was not forthcoming (Townley, p. 27).

Already by 1907, the project had fallen on hard times. Although 850 farm units were available to settlers at \$22 per acre, only 300 farms were occupied and many of these were in bad straits. The costs to develop lands for irrigation proved higher than Reclamation had estimated, and many settlers were not able to afford the expensive improvements. In some cases, homesteaders delayed development of their farms, in other instances, they simply gave up (Reclamation, 24<sup>th</sup> Annual Report, p. 24). To make matters worse, in 1907 the Lahontan Valley suffered one of its

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worst floods on record and then experienced a drought resulting in water shortages. Further aggravating the situation was the institution of operation and maintenance charges that year.

Reclamation could not deliver on its promises, partly because they had been exaggerated from the outset and also because of lack of scientific understanding. Soil science and land classification were still in their infancy and not well understood. The inadequate drainage system resulted in fields being drowned in water, killing plants. Many farms were abandoned due to alkali soils that were not productive. The adverse conditions prompted the Secretary of the Interior to issue an order on July 26, 1907, stating that no new work on canals and laterals could be performed until the available irrigable lands were settled (Reclamation, Outline History 1906-1912, 1914, P. 67).

By 1908, it was obvious that 40 acre farms on desert lands were not large enough to sustain a family. The first project crop report, produced in 1909, placed the total crop value that year at \$335,000 (Reclamation Era, June 1952, p. 130). By 1912, the project was being dismissed by some as a failure and a loss to the government of millions of dollars. The continued wrangling by Reclamation to build a dam at Lake Tahoe meant that the amount of water initially anticipated could not be delivered. Land entries on the project had been closed in 1910 pending the completion of storage reservoirs on either the Carson or Truckee Rivers. Crop yields suffered due to the severe water shortages late in the summer. Irrigated acreage in 1912 was only 36,620 acres (Reclamation, 14<sup>th</sup> Annual Report, p.187), and the number of farms irrigated by project water was 497. A comprehensive study of the water supply completed in January 1912 by Supervising Engineer Hopson concluded that even with Lahontan Reservoir developed to a capacity of 290,000 acre feet and Lake Tahoe developed to a capacity of 720,000 acre feet, the available water supply would be sufficient to irrigate 206,000 acres, falling far behind the 400,000 acres that Reclamation originally projected (Reclamation, Outline History, P. 69).

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With the completion of Lake Tahoe Dam and Lahontan Dam, conditions on the Newlands project improved and the future appeared brighter. With the availability of sufficient irrigation water supplies, Reclamation made plans to open some 12,000 acres for homestead entry and water right applications in the summer of 1914. Prior to doing so, however, Reclamation sent out an appeal to all existing project water users asking their advice on what a new settler would require in terms of capital and equipment to successfully develop a 40-acre farm. In an apologetic tone, the letter solicited information to include in a new project prospectus, "...since previous project pamphlets have been more or less criticized for giving too hopeful a view of our prospects we would like to have a consensus of your views for incorporating in this pamphlet... All of us want to develop the project in the best possible way and perhaps you can help to hold out such hopes and fair prospects, ..." (Reclamation, Outline History, p.198). On August 19, 1914, a public notice for the opening of the Second Unit of the Truckee-Carson Project was issued by Secretary of the Interior Franklin Lane.

Further boosting the more favorable conditions was the outbreak of World War I and the increase in farm prices. There was a newfound optimism on the project as expressed by one author in a November 1914 article: "The changes to be noted since my visit 12 months ago are marked and easily apparent all over the project. From Fernley to Stillwater, throughout the entire length of the project for which water is available, the area of new land brought into crop has increased to such an extent that one passes through a solid block of green which has replaced the gray wastes of sand and sagebrush" (Reclamation Record, November 1914, p. 415). In addition to growing the principal crop of alfalfa, farmers had diversified into dairy farming, and raising livestock, poultry, and pigs. Attempts were also made to develop a sugar beet and cantaloupe industry, both of which eventually proved unsuccessful.

The World War I years continued to bring prosperity to Newlands Project farmers as the demand for farm goods climbed and farm prices remained high. New settlers were attracted to the area

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and the amount of irrigated acreage increased. At the end of the war, returning veterans eager to settle down were attracted to the project. By 1920, the number of irrigated farms had risen to 742 (Reclamation, 23<sup>rd</sup> Annual Report, p. 64).

The Newlands Project not only resulted in the development of farms; it also spawned the growth of communities, in particular Fallon. Established as a direct outcome of the project, the new town was made the Churchill County seat in 1903. An influx of people thereafter quickly encouraged the construction of residences, commercial establishments, and schools. By 1906 there were four churches, in 1907 the first high school was opened, and in 1912, power generated at Lahontan Dam brought electricity to the community. By 1914, the town could boast "first-class waterworks, a complete sewerage system, and . . . churches, lodges, societies, banks, stores, two live newspapers, a sugar factory, creamery, and, last but not least, a moving picture theater" (Reclamation Record, November 1914, p. 416).

The decade following World War I years had its ups and downs for farmers on the Newlands project. An economic depression and water shortages resulting from low precipitation in the early 1920s had serious consequences for farmers, particularly around Fernley. A letter to recently appointed Reclamation Commissioner Elwood Mead printed in *The Fallon Standard* on November 19, 1924, described the dire conditions on the project, "Less than a third of this project is habited. Empty acres and an abandoned farm are tucked in next door to the project superintendent."<sup>11</sup>

Conditions on the Newlands project mirrored those on other Reclamation undertakings. On one third of the projects, water users fell further and further behind in their payments to the Federal government. The delinquencies were staggering. Some of the difficulties experienced by

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<sup>11</sup> "An Open Field to Dr. Mead". *The Fallon Standard*. November 18, 1924.

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farmers were a result of poor soil or an inadequate water supply. Other factors included poor farming methods or, in some cases, an outright resistance by farmers to pay, even if they had the ability. In the years spanning 1920-24, between 78 and 80 percent of the charges due to Reclamation from Newlands Project irrigators were paid (Reclamation, 24<sup>th</sup> Annual Report, 1924-25, p.4). Elsewhere, the payment rates were even lower.

The plight of Reclamation became so bad that the Secretary of the Interior appointed a Fact Finding Commission to investigate the entire program and make recommendations. On the Newlands Project, the commission determined that by 1926, a total of \$7,899,479 had been spent by Reclamation. Of this amount, \$4,437,820 had been expended without proper cause, and it was concluded that the water users should not be held responsible for repayment of those costs. The Omnibus Adjustment Act of 1926 relieved the water users of that amount and gave them forty years to repay the remaining \$3,281,999 (Simonds, P. 9).

Other efforts undertaken to improve project conditions included investigations by Reclamation to determine the areas of land unfit for cultivation or for which the water supply was inadequate (24<sup>th</sup> Annual Report, p. 4). In 1925 and 1926, Reclamation classified the project lands into irrigable and non-irrigable lands and determined that the annual flow of the Truckee and Carson Rivers could irrigate an average of only 87,500 acres (Townley, p. 48).

Negotiations for the transfer of operation and maintenance of the project to the TCID began in 1921. Settlement of the repayment problem removed a major barrier and on December 31, 1926, the Secretary of the Interior approved a contract with TCID for the transfer of operation and maintenance responsibilities to the district. Total annual Newlands Project diversions from both the Truckee and Carson Rivers were set at 406,000 acre-feet, for the irrigation of, and not to exceed, 74,500 acres of land (Nevada Division of Water Planning, Carson River Chronology, p. 11). Since then, the District has been responsible for the operation and maintenance of the entire

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Federal project.

By the latter half of the 1920s, conditions for farmers on the Newlands Project were improving. The 1928 Annual Report of the Secretary of the Interior stated that the "economic situation of settlers is better than it has ever been" (Extracts from the Annual Report Of the Secretary Of Interior, Fiscal Year 1928, p.19). Alfalfa was the principal crop but potatoes, grain, and livestock were also produced. These goods were shipped to nearby mining camps, the cities of San Francisco and Los Angeles, and sometimes even made their way to eastern markets.

The following year it was reported that the total number of irrigated acres had reached 49,900. The crop value generated from 681 irrigated farms was placed at 1.8 million dollars. The dairy industry was flourishing, and poultry and sheep raising were showing favorable results. "All project payments due to the U.S. were met promptly by the irrigation district and collections by the district from water users were good, with very few delinquents" (Reclamation, 28<sup>th</sup> Annual Report, p.19). The rebounding prosperity was short-lived, however; the combined effects of the disastrous economic downturn and drought of the Great Depression plunged farmers once again into severe financial straits.

**THE DEPRESSION YEARS: CONTRIBUTIONS OF THE CIVILIAN CONSERVATION CORPS 1934-1942**

By the early 1930s, the entire country was in the grips of the Great Depression and jobless men everywhere struggled to earn enough money to feed their families. Hundreds of thousands of young men from economically stricken households were unable to find work. An extreme drought plagued the western states and gave rise to the term "Dust Bowl." Nevada was no exception and conditions on the Newlands Project were grim. Water shortages brought on by drought withered the crops and forced many farmers off the land. Some suffered foreclosures

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while others sold their properties for pittance. The average farm income on the Newlands Project fell from \$6,369 in 1928 to \$1,931 in 1930. By 1931 conditions on all Federal reclamation projects had become so bad that Congress enacted a moratorium on all annual construction repayment charges for the next three years, then extended it during the late 1930s (Townley, p.68). To make it easier for water users to meet their operation and maintenance fees, the TCID Board permitted the users to pay the charges by working on the project ditches and canals. The situation on the project became even bleaker in 1932 when the average farm income dropped to only \$900 (Townley, p. 68). That year, there were 700 farms and 2,883 people living on the project (Reclamation Era, June 1952, p. 131).

By 1933, the critical situation in the country prompted newly elected President Franklin Roosevelt to announce plans for a new program, the Civilian Conservation Corps (originally called the Emergency Conservation Works), aimed at conserving the nation's depleted natural resources and putting unemployed youth to work. Within a short time, CCC camps had been established across the country and young men were recruited to work on a myriad of conservation projects overseen by various Federal agencies including the Bureau of Reclamation. The peak of CCC enrollment was reached in the summer of 1935 with about one half million youths scattered in 2,652 camps. Each camp typically housed about 200 enrollees. When the program was terminated in June 1942, more than 2.5 million men had been enrollees in the 4,500 camps that existed at some point in the CCC's nine year lifespan. Reclamation operated 83 separate camps on 45 of its projects in 15 Western states.

Even though Reclamation's share of CCC camps was small, the benefits of the program to the agency were significant. Originally assigned to rehabilitate the storage, distribution, and drainage systems of older projects that had been seriously affected by the combination of drought and depressed farm prices, the camps broadened their activities to include developing supplemental water supplies and constructing new irrigation projects. The rehabilitation of older

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project facilities consisted of returning weed- and silt-filled canals and laterals to a proper cross section; replacing decaying wooden structures with concrete; adding new water control structures; building bridges over canals; eradicating weeds and rodents; reconditioning operating roads; placing riprap on canal and lateral banks, and sealing porous canals with earth or concrete linings.

Reclamation established its first nine CCC camps in the spring and summer of 1934. None were in Nevada. The following summer, the agency opened five camps in that state, two of which were assigned to the Newlands Project (BR-34 and BR-35). The three other camps were BR-36 in Lovelock on the Humboldt Project, BR-37 in Washoe City on the Truckee Storage Project, and BR-52 at Topaz Lake on the Walker Irrigation District. One other camp assigned to the Newlands Project (BR-21) also was established in the summer of 1935, but was located at Tahoe City in California. In May 1939, a second camp affiliated with the Truckee Storage Project (BR-92) was occupied for the first of three consecutive summers. The camp was located at Boca Dam, California.

Reclamation's five Nevada camps originating in 1935 were the only ones the agency operated in that state during the life of the CCC program. Elsewhere in Nevada, 54 camps existed at various locations during the nine years of the program's existence. These were distributed among the U.S. Forest Service (7), State or National Parks (6), the Biological Service (4), the Soil Conservation Service (6), the Division of Grazing (26), the Navy (2), and three user-funded irrigation districts.

Even prior to the establishment of the CCC camps on the Newlands Project, the TCID was the recipient of some emergency Civil Works Administration funds that enabled the district to perform urgently needed repairs. The monies also provided jobs to many project farmers who were badly in need of employment. Some of the work completed in 1934 under this program

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included installing about 40 concrete and redwood lateral structures, strengthening the banks of some laterals, removing trees and shrubs from canal and lateral banks, and straightening a portion of the "N" Line Lateral to eliminate curves (letter report on Federal Project No. F-69, January 29, 1934).

The three CCC camps on the Newlands Project were all involved with rehabilitating deteriorating storage, irrigation, and drainage features associated with the aging works. Both Camp Newlands, BR-34, and Camp Carson River, BR-35, were year around camps ready for occupancy in November 1935. BR-34 was within the city limits of Fallon and BR-35 was one quarter mile west of that city. During the first few years, enrollees from both camps were busy completing a large amount of neglected or postponed maintenance. They were also occupied with the construction and reconstruction, including enlargements, additions, and betterments, of a large number of various types of irrigation features. Major structures included the offstream "S" Line regulating reservoir, also referred to as Rattlesnake Reservoir, located two miles northeast of Fallon. It was finished in 1938. Also completed were a variety of small canal structures such as checks, culverts, and drops; metal flumes and pipe conduits; timber bridges; concrete canal linings; betterments at Lahontan Dam; and maintenance along drains and channels. Test and demonstration work relating to local irrigation engineering problems, and weed and pest control were also carried on.

In Federal fiscal years 1940 through 1942 the work program of previous years continued except that no maintenance work was undertaken. The construction of new structures and reconstruction of deteriorated structures was the main focus. This included drops, checks, turnouts, culverts, bridges, flumes, wasteways, concrete linings, earthwork, riprap, ditchtenders' roads, cattleguards, fences, and buildings. During the existence of the two camps, enrollees built 1807 canal structures, 14 flumes, and 64 miles of roads. The largest single project undertaken by the CCC was the partial construction of Sheckler Reservoir, 16,000 acre-feet capacity. This

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included building an embankment and reinforced concrete outlet structure. Enrollees also improved the Truckee Main Canal by removing silt from the bottom, and enlarging narrow sections to increase the capacity to 1,200 c.f.s.. This work was completed in conjunction with TCID. Among other activities were the repair of the Lahontan Dam spillways, construction of a rock wall as a guard rail at Lahontan Dam, fire fighting, and weed eradication. BR-34 ceased operations at the beginning of May 1942, and BR-35 closed in November 1941.

During the fiscal years 1936, 1937, and 1938, smaller side camps were operated from BR-34. These camps were located at Mason and Lake Topaz, Nevada, and at Boca, California. Work at Mason consisted of preparation work for the consolidation of three canals, riprapping and construction of water control structures. At Lake Topaz, enrollees worked on building a dike to increase the storage capacity of the lake. In August, 1938, a side camp of 75 men from BR-34 was established at Boca and operated until November of the same year. At that time, bad weather forced closure of the camp and the detachment returned to BR-34.

Camp BR-21, Camp Tahoe, was established as a summer camp and first occupied on July 24, 1935. The camp's duration was short; it closed in December of the same year. During the five months they were located there, however, the 180 enrollees accomplished considerable improvements to structures connected with the Lake Tahoe outlet gates, cleared and cleaned the outlet channel and adjoining land, and provided valuable assistance at the Boca dam site in connection with test pits, road work, and other preliminary work (Reclamation, Annual Project History, Truckee Storage Project, 1934-37, p. 111).

Although BR-37 (Camp Reno) and BR-92 (Camp Boca) were assigned to the Truckee Storage Project rather than the Newlands Projects, they are being mentioned here due to the close association between the two projects. Authorized in September 1935, the Truckee Storage Project was constructed to provide a supplemental supply of irrigation water to about 29,000

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acres of land in the Truckee Meadows around Reno and Sparks. Project features include Boca Dam and Reservoir on the Little Truckee River, a tributary of the Truckee River. The reservoir stores water that is released into the Truckee River for irrigation use on the Truckee Storage and Newlands Projects.

First occupied in November 1935 by the enrollees of BR-21 when that camp shut down, BR-37 was continuously operated until it closed in August 1938. The camp was located about five miles south of Reno. Work conducted by the enrollees consisted primarily of rehabilitating features of the distribution system throughout the Truckee River Valley. Accomplishments included the installation of many canal structures of various types and of permanent materials, metal flumes, concrete lining to prevent loss of water by seepage, and rock riprap to prevent erosion. Considerable work was also done to improve the Truckee River Channel, including enlargement, straightening, and bank protection by riprap.

During most of the duration of BR-37, a crew was assigned to work at Boca Dam, some 30 miles away from camp. This work consisted of digging test pits, unloading and stockpiling concrete aggregate, clearing over 900 acres of the reservoir site, constructing roads to replace ones that would be inundated, and conducting a general clean-up of the premises in the vicinity of the dam which in prior years had been occupied as a townsite. CCC forces also completed a number of tasks at the dam once the contract work was finished. These included relocating the domestic water supply line of the town of Boca, improving the discharge channel of the Boca dam toe drain, placing riprap in the spillway and tunnel outlet channels, landscaping the gatetender's house and grounds, constructing a rock masonry parapet and timber rail curb wall across the dam, and establishing two weirs and stream gaging stations on the Little Truckee River.

BR-92, located at Boca Dam, was occupied in early May 1939 with enrollees transferred from BR-35 at Fallon. Camp Boca was a summer tent camp used only during months when the

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weather was suitable for reasonable living and working conditions. Enrollees were engaged in completing necessary or desirable improvements incidental to the construction of Boca dam and reservoir and not included in the construction contract. The CCC forces continued with some of the work started by BR-37 such as rerouting roads near the dam, constructing the stone parapet wall at the crest of the dam, and landscaping. They also constructed drainage shafts, pipes, and rock-filled trenches at the toe of the dam, placed riprap to protect slopes of outlet channels and roadway embankments, and razed unused and unsightly structures. Camp BR-92 was terminated in October 1941.

Although not as closely affiliated with the Newlands Project as the camps on the Truckee Storage Project, BR-36 on the Humboldt Project and BR-52 on the Walker Irrigation District were located in the same vicinity of the state. The Humboldt Project, located north of the Newlands Project, diverts water from the Humboldt River to irrigate about 40,000 acres in the Lovelock Valley. The project was approved by President Roosevelt in November 1935, and the enrollees of BR-36 helped out considerably in the construction of Rye Patch Dam and the distribution system. Camp BR-52 was located south of the Newlands Project at Topaz Lake. Work completed by the camp's enrollees assisted the Walker Irrigation District.

**CONSTRUCTION OF ADDITIONAL STORAGE AND DIVERSION FACILITIES: 1935-1945**

The drought years of the 1920s and 1930s prompted irrigators in the Truckee River basin to exert intense political pressure to construct more storage facilities. Farmers around Fernley taking water from the Truckee Canal were especially hard hit due to shortages (Townley, p. 49). Sufficient upstream storage on the Truckee River was a major deficiency of the project. The initial Newlands Project plan had contemplated building a dam and reservoir in Spanish Springs Valley, north of Reno, and by 1920, the Reclamation Service had decided to go ahead with construction. The agency abandoned the idea by 1926, however, upon encountering intense

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opposition from downstream water users who objected strongly to paying the additional costs of the storage facility. TCID asserted that the Federal government had guaranteed to provide adequate irrigation water as part of its existing contracts and that the government should, therefore, finance additional facilities (Townley, p. 49-50). Reclamation continued to evaluate other possible storage sites in the eastern Sierra but the search was not concluded until well into the next decade. The intervening years were fraught with heated disputes between owners of water rights along the Truckee River. During that time the Washoe County Water Conservation District (WCWCD) was established in June 1929, with lands totaling about 30,000 acres located around Reno and Sparks.

The realization of a storage project became one step closer in 1933 when the Public Works Administration authorized one and a half million dollars for Truckee River storage but insisted upon resolution of upstream water rights before releasing the funds. After lengthy and contentious arguments among the major water users including TCID, Sierra Pacific, and the Washoe County Water Conservancy District, an agreement between parties was finally reached and on June 13, 1935 the Truckee River Agreement was approved by Secretary of the Interior Ickes. This agreement established regulations for the maintenance of minimum rates of flow in the Truckee River during winter months, provided for development of pondage for reregulating fluctuations in streamflow occasioned by the operation of privately owned hydroelectric powerplants, and provided for development of a minimum of 40,000 acre feet of supplemental storage on the Little Truckee River by the WCWCD (Water and Power Resources Service, p. 1217).

On September 21, 1935, the President authorized the construction of a dam on the Little Truckee River under the Truckee River Storage Project. The project purpose was to provide supplemental irrigation water to approximately 29,000 acres of land in the Truckee Meadows surrounding Reno and Sparks, Nevada. Although not part of the Newlands Project, Boca Dam

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made additional water available under some circumstances for irrigation of lands under the Truckee Canal.

The site selected for Boca Dam is in California on the Little Truckee River, a tributary of the Truckee River. The dam is located about one half mile upstream from the confluence of the tributary with the main river. Construction of Boca Dam began in April 1937, and was completed before the irrigation season of 1939. Funding was secured from the Public Works Administration and the WCWCD contracted to repay the cost. Although most of the construction was accomplished under contract, the Civilian Conservation Corps (CCC) completed ancillary work outside the scope of the contract. Boca Dam is a zoned earthfill structure, with a structural height of 116 feet, a top width of 35 feet, and a crest length of 1,629 feet. The spillway consists of a concrete-lined open channel at the left abutment controlled by two radial gates. The reservoir has an active capacity of 41,000 acre-feet.

Two previously mentioned, secondary downstream reservoirs associated with the Newlands Project, the "S" Line and Sheckler, also involved the CCC. The "S" Line regulating reservoir, with a capacity of 1,500 acre-feet, covers an area of about 502 acres. The reservoir provides a means of regulating the "S" Line Canal system, conserving irrigation water that otherwise would be wasted. The barrier forming the reservoir is an earthen dike 13.1 feet high with a crest length of 8,400 feet. A concrete structure with a 4-foot by 8-foot automatic metal gate was built to control inflow from the "S" Line Canal. A three-foot by three-foot concrete box with a metal slide gate was incorporated at the reservoir outlet. A short canal was constructed to deliver water from the reservoir back to the "S" Line Canal.

Sheckler Reservoir, located on the Carson River east of Lahontan Reservoir, has a capacity of about 16,000 acre-feet. The earthfill Sheckler Dam, begun in 1940 and not completed until 1957, has a structural height of 20 feet, and a crest length of 1635 feet. Provided with an inlet

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and outlet canal, the reservoir was designed to conserve the winter flow of water from Lahontan Reservoir. Water diverted from the "V" Line Canal into the reservoir during the nonirrigation season can be held for later use. At present, the reservoir is not in use. The Stillwater Point Dam, east of Fallon was constructed between 1942 and 1945. It is an earthfill structure 15.1 feet high with a crest length of 100.1 feet. Stillwater Point Reservoir has a capacity of 7,000 acre feet.

A few other secondary diversion dams have augmented the project since the 1930s. Coleman Diversion Dam and Sagouspe Dam, both on the Carson River about 12 and 18 miles, respectively, downstream from the Carson River Diversion Dam, were constructed between 1935 and 1945 by TCID. Both dams divert return flow to the canal system of the South Carson Division. Coleman Diversion Dam is a concrete weir structure with four radial gates, each one measuring 9 feet wide. The dam augments water into the "S" Line Canal through the "S" Line diversion channel. The dam was completely reconstructed in 1969. Sagouspe Diversion Dam is an earth structure measuring 12.1 feet high with a crest length of 399.9 feet and a diversion capacity of 38.8 cubic feet per second. A concrete gate structure controls the amount of water diverted.

By the close of World War II, the central features of the Newlands Project had been completed and another major legal agreement, the Orr Ditch Decree, had been executed. Enacted in 1944, the decree adjudicated Truckee River water rights and incorporated provisions of the 1935 Truckee River Agreement. Under the Orr Ditch Decree, the United States was granted a water right with a priority date of 1902 to divert 1,500 second feet of water from the Truckee River through the Truckee Canal to irrigate 232,800 acres of project land. Certain stipulations were placed upon the release and storage of water by the federal government (Reclamation, Preliminary Data on Water Supply, 1951) The decree also granted the Pyramid Lake Paiute Indian Tribe the two most senior rights on the river for irrigation purposes on 3,130 acres of

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bottom land and 2,745 acres on the benches, but no waters were allocated for lake preservation or restoration. Other provisions further defined water rights. While construction of the Newlands Project had been largely accomplished, the intense legal wrangling over water rights was far from over and continues to the present.

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## F. ASSOCIATED PROPERTY TYPES

As stated earlier, the Newlands Project in its entirety is significant for its association with the earliest Federally funded Reclamation project, for its association with the primary sponsor of the Reclamation Act, Francis G. Newlands, and for providing the irrigation water that determined the development and settlement patterns of the lower Carson River Basin. Due to the complexity of the project, however, and the disjunct nature of its many components, a multiple property National Register approach rather than a single district is considered most appropriate for recognizing significance.

National Register guidance documents define a property type as a "grouping of individual properties characterized by common physical and/or associative attributes" and consider it to be the key link between historic contexts and individual resources ( National Park Service 1991). Property types associated with the Newlands Project consist of structures built for the storage, diversion, delivery, and power development of water. They include dams, water conveyance and control structures, powerplants, and pumping plants. In addition, properties may exist that are associated with the construction, ongoing operation and maintenance, and settlement of the project. Some of these properties are not under Reclamation's jurisdiction. No intensive survey of the Newlands Project has been conducted, therefore, it is not known to what extent all of the possible associated property types still remain.

### **Eligibility**

For a property associated with the Newlands Project to be eligible for the National Register, it must meet one or more of the National Register criteria and it must retain integrity. The component may be an individual feature such as a dam or it may be a district such as a contiguous series of canals. A district must possess a significant concentration or linkage of resources that are united historically by plan, function, or physical development. A district

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should be a significant and distinguishable entity, although its component parts need not possess individual distinction.

Properties eligible under Criterion A must evoke or illustrate important historical events, themes, or patterns. As stated above, the project in its entirety has been pivotal in the history of the area it serves and in federal Reclamation history. For individual properties associated with the Newlands Project to be eligible under this criterion, they must strongly represent either of those themes. An individual canal may qualify for listing if it is key to the whole project. More likely, a district composed of main project canals and its ancillary features would qualify under Criterion A. On the other hand, properties such as minor laterals, water control structures, or privately built farm ditches would not likely meet this criterion.

To be eligible under Criterion B, a property must be associated with a person who made important contributions to history and must be a property that best illustrates those contributions. For example, a dam or powerplant that best exemplifies important contributions to engineering technology developed by a significant engineer may be eligible under this criterion. Likewise, the historic office building in which a prominent Reclamation engineer prepared his most important designs may be eligible. Although the entire Newlands Project is associated with Francis Newlands, component properties would not be eligible for association with him unless they best demonstrate his role and influence in passage of the Reclamation Act, or authorization of the Newlands Project. Irrigation systems and their associated components are not usually eligible under this criterion alone.

To be eligible under Criterion C, a property must demonstrate significant engineering or design values. Examples of different types, styles, periods or methods of construction; good examples of the work of an important engineer or architect; or properties of high artistic merit may qualify. Such properties include, but are not limited to, dams, canals, powerplants, water control

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structures, ditchriders' housing, or project headquarters. The earliest, best preserved, largest, or sole surviving example of a particular property type, or a property exhibiting an innovative or experimental approach to water engineering may be eligible. Under Criterion C, properties may have unique values or they may be good representative examples of a type of property. In the latter case, properties must possess "distinctive characteristics", the common features or traits of that type, period or method of construction. They must also retain a high degree of integrity.

Finally, properties associated with the Newlands Project may be significant under criterion D for the information they contain about important scholarly and scientific issues useful in interpreting the past. Some of the key research issues, for example, include historical changes in the Newlands Project landscape, settlement patterns, and water engineering technology. The properties most commonly found eligible under Criterion D are archeological sites, but buildings, structures, and objects can also, if infrequently, be found eligible for their information potential. In order for these other property types to be eligible under D, the physical properties themselves must be or have been the principal source of the important information.<sup>12</sup> Historic properties potentially significant under criterion D include the archaeological remains of construction camps such as Lahontan City, ditchriders' houses, experimental farms, and the like.

#### **I. PROPERTY TYPE: STORAGE AND DIVERSION STRUCTURES**

##### *Description*

##### **A. Dams**

Dams on the Newlands Project can be divided into two basic types according to their function:

<sup>12</sup> JRP Consulting Services. *Water Conveyance Systems in California, Historic Context Development and Evaluation Procedures*. December 2000. P. 94.

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storage and diversion.

**Diversion Dams** divert water into a conveyance system and may also serve to impound water for later use. Four diversion dams are incorporated in the Newlands Project. The first dam constructed on the Newlands Project also has the distinction of being the first on a Federal Reclamation project. Completed in June, 1905, Derby Diversion Dam diverts water from the Truckee River into the Truckee Canal. Carson River Diversion Dam, constructed between 1904 and 1905, diverts water from the Carson River five miles northeast and downstream of Lahontan Dam into the southside main Canal ("V", "L", and "S" Lines) and the northside main Canal ("T" Line). Two other diversion dams, Coleman and Sagouspe, were constructed later by the TCID but are part of the Newlands Project. Coleman Diversion Dam is situated downstream from the Carson River Diversion Dam and was constructed in 1935. Sagouspe Diversion Dam is situated downstream from the Coleman Diversion Dam and was constructed in 1940.

**Storage Dams** impound surplus run-off and flood flow waters and store them for long-term use. Such dams can be built to serve one or more purposes. Three main storage dams are associated with the Newlands Project. The earliest of these is Lake Tahoe Dam, completed in 1913 at the outlet of Lake Tahoe into the Truckee River. Lake Tahoe Dam increases the water storage capacity of Lake Tahoe and regulates the flow of water from the lake into the Truckee River. The second storage dam to be constructed in the Newlands Project is Lahontan Dam, built between 1911 and 1915 at the lower end of Carson River. Lahontan Dam impounds water from the Carson River drainage basin as well as water diverted from the Truckee River via the Truckee Canal.

A third storage dam is sometimes included in discussions of the Newlands Project although technically not a part of it, and not being considered as part of this nomination. The Truckee Storage Project constructed Boca Dam between 1937 and 1939 on the Little Truckee River about

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one half mile above its junction with the Truckee River. Boca Dam collects and stores water from the Little Truckee drainage basin, regulates its flow into the Truckee River, and provides supplementary irrigation water for the Truckee Meadows.

In addition, the Newlands Project includes five small storage dams. The CCC built the "S" Line Canal Dam and part of Scheckler Dam between 1935 and 1942. Three other small storage dams were added later. These include the Stillwater Point Dam (1945), Ole's Pond Dam (1954) and Harmon Pasture Dam (1957).

#### **B. Dikes**

Dikes are built to fill in low-lying areas in order to create reservoirs, or so that capacity can be increased. A four foot high earthen dike at Lahontan Dam extends in a southward direction for three-quarters of a mile. The "S" Line Reservoir Dam is sometimes referred to as an earthen dike.

#### **C. Reservoirs**

Associated with storage dams are the reservoirs created behind them. These range in size from a capacity of 1,500 acre-feet ("S" Line Regulating Reservoir) to 732,000 acre-feet (Lake Tahoe). In addition to providing storage for Newlands Project water, Lake Tahoe and Lahontan Reservoirs also serve recreational users. Tourists were attracted to the sparkling blue waters of Lake Tahoe long before Reclamation built a dam there. On December 13, 1928, Governor Fred Balzar issued a proclamation setting aside lands near Lahontan Reservoir for a "state recreating ground and game refuge" (National Archives, RG115, Entry 7, Box 785).

#### *Significance*

As the primary purpose of the Newlands Project is to collect and divert water from the Truckee and Carson Rivers for irrigation in the Fernley and Fallon vicinity, the associated storage and

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diversion facilities are central features. In addition to the pivotal role they play in irrigation, the dams also provide flood control and, at Lahontan Dam, store water for power generation. Without these key components of the irrigation system, the Newlands Project could not exist. Eligible dams in the Newlands Project are most likely significant under Criterion A for their association with the earliest federally funded Reclamation Project and for their association with the agricultural development of the lower Carson Basin. From an engineering standpoint, dams on the Newlands Project are not as dramatic in scale or design as other Reclamation dams such as Tieton on the Yakima Project or Stony Gorge on the Orland Project. At least one Newlands Project dam, however, represents a significant engineering accomplishment for its unusual spillway design and that is Lahontan. Dikes play a secondary role to dams in storing water.

*Registration Requirements*

The period of significance for dams begins in 1903 with the start of construction on Derby Dam and ends in 1945 with the construction of Stillwater Point Reservoir. While all of the dams play an important role in the operation of the Newlands Project, one or more may qualify as individually eligible for the following reasons:

Criterion A: They are demonstrably associated with the agricultural development and settlement patterns of the area; played a determining role in the history of the Newlands Project or Reclamation Service; or created key storage reservoirs associated with the Newlands Project.

Criterion B: They best represent the important contributions of someone significant in engineering or Reclamation history, or in the overall realization of the Newlands Project.

Criterion C: They exemplify the distinctive characteristics of a certain type of dam or method of construction; they embody the work of a significant engineer or builder; they dominate the project in terms of their size and key function; they represent the evolving technology of dam

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design or an innovative design solution.

Dams require continual maintenance and periodic repairs to keep them operating safely and efficiently. Oftentimes, parts such as gates or valves are replaced due to wear or improved technology. Considerations of integrity must take this account. For a dam to be eligible for the National Register, it obviously must retain integrity of location. The overall design, workmanship, and materials must remain intact; if elements have been altered they cannot change the character, functioning or design to the extent that the original is no longer readily apparent. If a dam is eligible for significant engineering innovations or technology, those features must still be present. The current setting should embody the same overall character as the historic setting, with minimal visual or physical intrusions. This aspect may be less critical if a dam is being nominated under Criterion C for engineering significance. If the elements of design, workmanship, materials, and setting are intact for a dam, then integrity of feeling and association will also be maintained.

Dikes are normally secondary elements and would not be considered individually eligible unless they meet the criteria described above. Reservoirs are also considered secondary and could be nominated in conjunction with a dam.

## II. PROPERTY TYPE: WATER CONVEYANCE STRUCTURES

### *Description*

Another core component of the Newlands Project are the conveyance structures used to carry water from the storage and diversion facilities to the farmlands. They include about 69 miles of main canals and 312 miles of laterals that deliver water from the main canals to irrigation ditches on the farms. Also falling within this property type are about 345 miles of drains that carry excess water away from farm fields. Canal right-of-ways usually include maintenance roads on

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one or both sides.

Associated with the many miles of canals, laterals, and drains are numerous types of appurtenant features that play an integral role in the delivery of water. Most are small in scale, yet they are instrumental to the functioning of canals and laterals. Although these appurtenant features are all thematically and operationally related to canals/laterals/drains, they can be divided into five categories according to their specific purpose: conveyance, regulating, water measurement, protective, and miscellaneous structures. For the most part, these features derive significance as contributing elements to the operation of canals, laterals, and drains. In rare instances, they may warrant individual eligibility due to a significant or innovative design or construction technique, and/or due to the major role they play.

#### **A. Main Canals**

The main canals form the primary arteries of the Newlands Project water distribution network. The original main canals, totaling about 69 miles in length, consist of the Truckee, the "V" Line and the "T" Line. The other prime lettered canals in the Newlands Project are also sometimes considered to be main canals. They include the "A", "D", "E", "G", "L", "N", "R", and "S" Line Canals. Rock Dam Ditch 1 and 2 are short main canals situated shortly downstream from Lahontan Reservoir. Main canals range in length from a little over two miles ("N" Line Canal) to 32 miles (Truckee Canal) and have cross-sections that range from 60 square-feet ("T" Line Canal) to 260 square-feet (Truckee Canal). They have diversion capacities (water flow rates) ranging from 450 cubic feet per second ("T" Line Canal) to 1,500 cubic feet per second (Truckee Canal).

The first canal constructed was the Truckee Canal which carries water from Derby Diversion Dam 32 miles to Lahontan Reservoir. The canal also irrigates about 20,000 acres of farmland in the vicinity of Wadsworth and Fernley. The proposed Pyramid Branch lateral canal, which was

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planned to be constructed six miles from the Derby Dam headworks, apparently was never built. The two main canals built to carry water from the Carson River Diversion Dam were also completed by 1905. Called the southside and northside canals, they are often referred to as the "V" Line Canal and "T" Line Canal, respectively. Construction of the other main canals followed. They are of two general types of cross-sections: concrete-lined and unlined. Very little of the original canal system was lined; in fact, a 1914 summary report indicates that only 2.46 miles were concrete lined. During the 1930s the CCC enrollees were responsible for lining considerable stretches of canal. By 1938, they had completed 8,300 linear feet.

#### **B. Laterals and their Branches**

Laterals are small irrigation channels that branch off of main supply canals. On the Newlands Project, laterals or their smaller branches, sometimes referred to as sub-laterals, carry water to the approximately 1,000 individual farms in the project area. There are about 150 laterals on the project that together comprise about 500 miles. Laterals vary in length from as little as 250 feet up to about 8.5 miles, with 126 of them measuring at least one mile. The first laterals were constructed in 1904 (Simonds, p. 11). There are at least 20 sub-laterals on the project and some of these have even smaller branches, which are designated as sub-sub-lateral canals.

#### **C. Appurtenant Canal Structures: Conveyance, Regulating, Water Measurement, Protective and Miscellaneous**

Until an intensive survey is conducted of the Newlands Project canals and laterals, the existence and number of each of the following appurtenant canal structures remains unknown. Research does reveal that many of the original appurtenant structures were constructed of redwood. In 1914, there were a total of 1810 canal structures. Among these were 18 culverts (14 wood, 4 terra cotta), 24,052 linear feet of pipe (3/4 of which were terra cotta), and three flumes (two metal, one wood (fishway at Derby Dam). In addition there were 142 bridges of which 128 were timber, two were concrete and 12 were a combination of materials. A major rehabilitation and

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reconstruction program of appurtenant canal structures occurred in the 1930s. Many of the wooden features were replaced by the Civil Works Administration (CWA) or CCC either with the same material or concrete. In late 1933 and early 1934, the CWA was responsible for completing 8 concrete structures in laterals, 11 redwood structures in laterals, and replacing one old redwood culvert with metal pipe. As of May 1938, CCC enrollees had removed 700 rotting redwood structures. They had built 157 concrete checks; 298 concrete takeouts; one concrete drop; one concrete chute; 17 concrete culverts; one concrete spillway; 35 redwood checks; 133 redwood takeouts; 52 redwood drops; 76 redwood wasteways; 133 redwood culverts; 17 cattle guards; and 23 bridges varying in length from 20 feet to 230 feet. Enrollees had also constructed metal flume and pipe conduits with a total length of 2,600 feet. These pipes and flumes replaced wooden structures or shortened the distance irrigation water had to be carried (Reclamation, Report on the Newlands Project, May 1938, p. 8).

### 1. Conveyance Structures

Conveyance structures are features such as road crossings, inverted siphons, drops, chutes, flumes, tunnels, and pipelines that are used to safely transport water from one location to another traversing various existing natural and manmade topographic features along the way. The four tunnels along the Truckee Canal were major conveyance structures built during the earliest period of project construction.

### 2. Regulating Structures:

Regulating structures are used to raise, lower, or control the release and volume of the water flow. Regulating structures that are located at the source of the water supply include headworks and turnouts. Headworks control the release of water into the canal and are often located just upstream from a diversion or storage facility. Regulating structures located along the course of a canal include turnouts, checks, check-drops, and division structures. The smaller regulating structures, such as checks and turnouts, are basic components of an irrigation system and are

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numerous. Presently, there are 1600 active turnouts that deliver water to users (conversation with David Overvold, Truckee-Carson Irrigation District).

### 3. Protective Structures

Protective structures protect the canal system and adjacent property from damage which would result from uncontrolled storm runoff or drainage water, or an uncontrolled excess of flow within the canal. Several different types of structures perform this function including overchutes, drainage inlets, siphon spillways, overflow spillways, and wasteways.

### 4. Water Measurement Structures

Water measurement structures are used to gauge water flow and ensure its equitable distribution. Many different types of water measurement structures are used in irrigation systems. The type most commonly used in Reclamation systems are Parshall flumes, weirs, open-flow meters, and constant head orifices.

### 5. Miscellaneous Canal Structures

In addition to the ancillary structures described above, a number of other features are oftentimes associated with canals. These include bridges, fencing, and gates along canal operating roads.

## **E. Drains**

Drains are water conveyance structures (either open channels or buried pipes) that carry excess water away from irrigated agricultural fields to prevent rising water tables. Drains have played a critical role in the history of the Newlands Project; the failure to incorporate an adequate number of them and at the proper depth in the initial construction phase nearly caused the project's failure. A major drainage construction project was initiated in 1921 and was completed in 1928. Thereafter, drains continued to be built to relieve sporadic drainage problems. As of 1981, the Newlands Project included 345 miles of open drains (USDI Water and Power Resources Service

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1981: 689). Since then, many of the open drains have been replaced with buried pipeline.

A drain classification was instituted by Reclamation by 1920 that categorized drains into three classes according to their size and relative importance. Class I or "deep drains" are the largest and most significant with Class III drains being the smallest. The typical size of Class I drains constructed between 1921 and 1928 is 10 feet deep and 9 feet wide at the bottom. The length of drains in the project varies from about 299 feet (Carson Lake 1 BR-2) to about 12 miles (L Deep Drain, Lower Diagonal Deep Drain). One hundred and twenty drains are one mile or more in length.

*Significance*

In conjunction with storage and diversion dams, canals form the backbone of the Newlands Project. They provide the means to transport and deliver water through the system and ultimately to the water users. Traveling for miles, the canals form a significant feature of the landscape and define the geographical limits of the project.

The need for continual maintenance and repairs to canals requires special consideration of integrity. Irrigation systems are constantly evolving as features are upgraded, repaired, or replaced. Alterations made to canals during the period of significance and even subsequent to that may not dismiss eligibility if a canal retains certain basics. Most important are integrity of association, location, and overall design configuration (depth, width). A canal which has retained its original form and associated appurtenant features has a high degree of integrity. It is not uncommon for canal lining to be replaced, or for previously unlined segments to be lined. Such changes may not preclude a canal's eligibility if they do not significantly damage the canal's historical association or its overall design. If in addition to integrity of association, location, and overall design, the historical setting and feeling of a canal are maintained, then the likelihood is even higher that an altered canal would be eligible. On the other hand, if an entire

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canal is piped, it would no longer convey any of its original design, workmanship, materials, or historical association and would not be contributing. Partial piping of a significant canal may not preclude eligibility if a majority of the canal is still open and intact. Even abandoned canals may be eligible if the original alignment remains visible and the feature still conveys historical associations with the Newlands Project.

Secondary to the canals in distributing water are the laterals and appurtenant features. As with canals, many of the appurtenant features are upgraded, altered, or even replaced over time due to the constant ongoing maintenance needs. As a result, those that remain with a high level of integrity are contributing elements to the larger system if they are associated with the period of significance. For laterals to be considered contributing, they must exhibit a high level of integrity, and serve as principal laterals or incorporate a large number of contributing appurtenant features. Because of the vast number of appurtenant features and the many miles of laterals, it may only be appropriate to identify representative examples as contributing elements. In unusual cases, laterals and appurtenant features may have individual significance if they are: rare surviving examples of a type of design or construction; of innovative engineering design that impacted subsequent designs; or were specifically designed to meet an unusual engineering challenge. Sub-lateral canals and their branches are not considered contributing resources and would not be individually eligible.

The evaluation of significance of drains is similar to that of laterals. The principal drains, or Class I drains, are contributing features if they retain a high level of integrity and fall within the period of significance. Class II and III drains are not considered contributing resources. In unusual cases, drains may have individual significance if they fall within the period of significance and are: rare surviving examples of a type of design or construction, of innovative engineering design that impacted subsequent designs, or were specifically designed to meet an unusual engineering challenge.

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*Registration Requirements*

The period of significance for water conveyance structures begins in 1903 with the start of construction of the Truckee Canal and ends in 1942 with the termination of the Civilian Conservation Corps program.

Water conveyance structures with adequate integrity are considered individually eligible for the National Register for the following reasons:

Criterion A: They have had a significant impact on the settlement, agricultural economy, or development patterns of the project area; they have been defining elements in the evolution of the cultural landscape; they are directly associated with important events

Criterion B: They are the result of the direct efforts of a prominent individual associated with the Newlands Project and are the most prominent feature associated with that individual.

Criterion C: They represent the distinctive characteristics of Reclamation canal design and/or methods of construction used on the Newlands Project; they involved challenging engineering design problems due to topography, grade, natural obstacles, and resulted in complex or innovative solutions; they are among the best or a rare surviving example of a distinctive type of water conveyance structure; they represent the evolving technology in the design of water conveyance structures; they were identified during the construction period as an individually significant feature; or they embody the work of a significant engineer or builder.

Criterion D: They have the ability to yield information important to understanding the history of the Newlands Project.

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### III. PROPERTY TYPE: POWERPLANTS

#### *Description*

In addition to the primary purpose of providing irrigation water, the Newlands Project produces hydroelectric power. The Lahontan powerplant was constructed in 1911 and was initially used as a source of power during the construction of Lahontan Dam. Upon completion of the dam, the power supplied electricity to the surrounding rural area including the communities of Fernley, Wadsworth, Hazen, and Stillwater. A second powerplant consisting of two diesel-powered generators was added at Lahontan Dam by TCID in 1949. Both generators have since been removed. A third power facility, the "V" Line Canal Powerplant, was completed by TCID in 1955. This poured concrete plant was equipped with two 400 kw generators.

Equipment associated with powerplants includes, but is not limited to, turbines, penstocks, generators, outlet pipes, transformers, control panels and transmission lines. The original transmission line built by Reclamation in 1912 was later abandoned. TCID built and paid for 73 miles of 33-kilovolt transmission lines from the Lahontan powerplant to the city of Fallon; the towns of Fernley, Wadsworth, Hazen, and Stillwater; Indian reservations; and most of the rural areas of the project.

#### *Significance*

Although the primary purpose of the Newlands Project is to deliver irrigation water, the production of power has been a secondary benefit. For the role they play in generating electricity, powerplants are, therefore, significant to the project.

The same issues surrounding integrity of conveyance systems apply to powerplants. They require periodic maintenance and repair. In some cases, equipment is replaced due to malfunction, deterioration, or evolving technology. This is part of the ongoing evolution of a

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powerplant and does not necessarily preclude eligibility. Eligible plants will retain integrity of most of their components so that the significance of the total system and the essential character is preserved. If the significance of a plant is based on a specific piece (s) of equipment that has been removed, the plant would no longer be eligible.

*Registration Requirements*

The period of significance for powerplants begins in 1903 and ends in 1915, with the completion of Lahontan Dam. The only plant constructed during that time frame is the original Lahontan Plant which is already listed in the National Register.

**IV. PROPERTY TYPE: PUMPING PLANTS**

*Description*

Pumping plants are needed to lift water to a higher elevation to serve a desired purpose such as expanding the land area available for irrigation. The primary pumping plant associated with the Newlands Project was the one constructed at Lahontan Dam in 1924. It was built to allow water to be delivered to the Swingle Bench District. Consisting of two 500 horsepower units, the plant pumped water from Lahontan reservoir into the Truckee Canal until water backed up to the canal outlets at Swingle Bench. The project abandoned the pumping plant in 1971, and it no longer exists. Another example of this property type is the Stillwater pumping plant located at the "S" Line Canal bifurcation where the "R" Line takes off. Pumps lift water from a drain into the "S" Line Canal. The construction date of this plant requires research. An inactive pumping plant is located where the "L" Drain crosses the "A" Line Canal. Water used to be pumped from the drain back into the "A" Line Canal; the pump has been removed but the diversion structure is still in place (conversation with David Overvold, Truckee-Carson Irrigation District).

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*Significance*

The period of significance for pumping plants extends from 1903 through 1942, the same dates as for water conveyance structures. Pumping plants are significant for making possible the delivery of water into otherwise inaccessible areas. Pumping plants can also be significant as engineering features and can represent innovative technological and engineering advances.

Pumping Plants are individually eligible for the National Register for the following reasons:

Criterion A: They are significant in the social, economic, or industrial development of the area

Criterion B: They are the direct results of a prominent individual associated with the Newlands Project and best embody the contributions of that individual

Criterion C: They are significant in the history of pumping plant engineering, in the history of pumping plant design principles, or in the development of construction techniques; they are an innovative or rare surviving example of a type of pumping plant; they are significant representative examples of a Reclamation-designed pumping plant.

**V. PROPERTY TYPE: AUXILIARY CONSTRUCTION WORKS***Description*

This property type encompasses auxiliary features required for the construction of the Newlands Project. This includes, among other things, government and contractor residential camps, construction plants, new and relocated roads, quarry sites, and telephone lines. Because no intensive research or survey work has been conducted on this property type, it can be discussed only in general terms.

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### A. Residential Construction Camps

Construction of the Newlands Project involved the labor of hundreds of men. Because of the remote location of much of the project, housing had to be provided for many of the workers near the construction activities. Residential camps were quickly erected and then dismantled upon completion of specific features. Further research is required to identify the number and locations of all Newlands Project camps.

Residential construction camps are known to have existed at Derby Diversion Dam, Lahontan Dam, and along the Truckee Canal. Other small camps were temporarily set up in association with the construction of other canals and laterals. Typically, camps included an array of structures such as tents, barracks, mess halls, kitchens, and bathhouses. The larger ones such as "Lahontan City", the camp at the Lahontan Dam site, were more like small communities and included amenities such as a billiard hall, barber shop, and library. It is assumed that no standing structures remain at any of the temporary residential camps and it is unknown whether any of them have the potential to yield as historical archaeological sites.

In addition to the camps associated with the original construction of project features, camps were also built to house the Civilian Conservation Corps enrollees working on the Newlands Project in the 1930s and early 40s. Camp Newlands, BR-34, was located in the city limits of Fallon on a portion of the Newlands Project Facility Yard at 6<sup>th</sup> and Taylor. This is documented in a Historic American Engineering Record report completed on the Truckee-Carson Irrigation District Facility Yard in 1984. Camp Carson River, BR-35, was located one quarter mile west of Fallon. Both of these camps were year around and housed about 200 men. Among the buildings were barracks, mess halls, kitchens, recreation halls, officers quarters, infirmaries, and headquarters. Camp BR-21, located at Tahoe City, California was a summer camp and of tent type construction. It was built on federal land although it is not known whether under Reclamation jurisdiction. All three camps have been dismantled, and it has been field verified that nothing

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remains of BR-34 and BR-35. The site of BR-21 needs to be visited. Two other Reclamation CCC camps, BR-37 and BR-92, were established in the area although both were assigned to the closely related Truckee Storage Project.

### **B. Roads**

In addition to the miles of roadways constructed along the banks of canals for operation and maintenance purposes, access roads were required to reach remote construction sites. Although more research needs to be done to establish where roads were built on the Newlands Project, it is known that by 1914 Reclamation had laid down 64.5 miles of roadway. No railroad lines had been built.

### **C. Construction Plants**

Construction of major project features required large amounts of equipment, machinery, and construction-related facilities at the site. It is known, for example, that at the Lahontan Dam site there was a cement mixing plant, gravel screening plant, and blacksmith, machine and carpenter shop. None of the facilities at Lahontan Dam or at other large construction sites are known to remain. Further research is required.

### **D. Quarries and Borrow Areas**

The use of concrete, earthfill, and riprap in the construction of many project features required sources for the materials. To the extent possible, quarries and borrow areas were located close to the construction site. This was true for Lahontan Dam. Further research is required to identify the locations of quarries and borrow areas.

### **E. Telephone Lines**

Because of the remote and undeveloped locations of many project features, it was necessary to build telephone lines in order to establish communication between the field and headquarters.

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The first line was strung in the spring of 1906 along the "T" Line Canal. By August 1906, 70 miles of metallic circuit had been constructed by Reclamation in Carson Sink Valley and along the main canal. In addition, 14 miles were complete and in operation between Tahoe and Truckee. More lines followed; by 1913, 128 miles had been finished on the project and 58 telephones were in service.

*Significance*

Accomplishing the construction of the Newlands Project required an array of support and ancillary features. Although typically not as visible or permanent as primary structures, these secondary features were instrumental to the successful completion of the project. Construction camps were significant for their role in housing hundreds of workers in fairly remote locations. The camps also represent "microcosm" communities, usually offering services and amenities in addition to housing. The camps on the Newlands Project were among the first on Reclamation projects and could reveal much about the early workforces and design of camps. The CCC camps are significant for their association with one of the most popular and successful of all Roosevelt's New Deal programs. Other ancillary features are significant when they contribute to telling the "whole story" of the project and represent important physical features added to the landscape.

*Registration Requirements*

The period of significance for auxiliary construction features begins in 1903 and ends in 1945 with the completion of major project facilities. Residential and construction camp buildings were frequently dismantled or moved to new locations once a project feature was completed. As a result, it is highly unlikely that any camp structures exist on the Newlands Project. If such a structure is identified and has integrity of location, materials, workmanship, and design, it may be significant. The possibility of archaeological remains of camp sites yielding information needs to be assessed.

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Quarries, borrow areas, roads, and other auxiliary features are unlikely candidates for individual eligibility. They may qualify as contributing elements to a district including one or more major features with which they are associated. Quarries and borrow areas would require historical significance other than just providing construction materials for individual eligibility. Likewise, roads and telephone lines would require special design features or represent a significant engineering feat to qualify for individual eligibility.

Auxiliary construction works with sufficient integrity are considered individually eligible for the following reasons:

Criterion A: They had a unique and significant function related to the construction of the Newlands Project or they were the site of a significant event associated with the Newlands Project

Criterion B: They best represent the important contributions of someone significant in engineering or Reclamation history, or in the overall realization of the Newlands Project. Highly unlikely.

Criterion C: They are the best or only surviving representative example of a primary type of structure associated with the construction of the Newlands Project, such as a camp bunkhouse; they are of unique design or construction; or they have engineering significance.

Criterion D: The archaeological remains of construction camps and plants may be eligible if they yield information important to understanding the operation, activities, and people involved in building the Newlands Project. Archaeological materials may provide information about life in construction camps and ethnic participation.

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## VI. PROPERTY TYPE: ONGOING SUPPORT FEATURES

This property type encompasses features that were constructed for the operation and maintenance of the irrigation system once it was placed in service. Beginning January 1, 1927, the TCID assumed responsibility for the operation and maintenance of the project. Examples of this property type include features previously identified under Auxiliary Works, such as construction camps and quarry sites, if they continued to be used for the operation and maintenance of the system. This property type also includes structures such as dam tenders' and ditch riders' housing, project offices, and service yards.

### A. Project Offices

Project offices serve as the ongoing administrative headquarters for project oversight. During construction of the Newlands Project, project headquarters were initially in Hazen. In December 1906, they were moved to temporary office space in Fallon. On November 24, 1909, the Secretary of the Interior awarded a contract for construction of permanent headquarters in Fallon. A complex of buildings was constructed including an office, office annex, and conference building. In addition, eight automobile shelters were situated on the grounds. The buildings no longer exist.

### B. Service Yards

Service yards contain the buildings and equipment necessary to provide ongoing support, maintenance, and repairs to project machinery and features. Typically, service yards contain warehouses, storage buildings, machine shops, repair shops, and garages. These buildings are industrial and utilitarian in appearance. The headquarters complex in Fallon included a repair shop and oil house, presumably to service the automobiles stored there. In 1919, a facility yard was built in Fallon near the Fallon Freight Depot at 6<sup>th</sup> and Taylor to consolidate all of the main operations and maintenance activities at one locality. A HAER report was completed on the

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history of the facility in October 1984. At the time, nine buildings still existed at the site. They have since been razed. Further research is needed to identify other service yards.

### **C. Damtenders' and Ditchriders' Housing**

Housing for ditchriders and damtenders is common to older irrigation projects, and the Newlands Project is no exception. In August 1907, it was reported that ditchriders's houses were generally completed for the entire system. In 1913, it was reported that 12 ditchriders' houses existed on the project. The location and status of these structures is unknown. Likewise, it is unknown if and how many damtenders' houses were built on the project.

#### *Significance*

A variety of maintenance and office facilities are essential to the ongoing operations of the Newlands Project. Constant and extensive upkeep involves an array of equipment requiring storage and work space. The "hands-on" labor involved in maintaining an irrigation system, especially in earlier days, required that ditchriders and damtenders be housed close to project facilities. Although typically not of the scale or significance of primary engineering features, the ongoing support facilities collectively have an important role. Typically these structures (with the possible exception of project offices) are inexpensively constructed, utilitarian, and plain. Sometimes they are of standard Reclamation design.

#### *Registration Requirements*

The period of significance for ongoing support structures spans from 1904 through 1927 when the TCID assumed operation and maintenance responsibilities. To be individually, ongoing support structures must have integrity of location, association, design, workmanship, and materials. They may be eligible for the following reasons:

Criterion A: They had or continue to have a unique and significant function related to the

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ongoing operation and maintenance of the Newlands Project, such as the project administrative headquarters; they were the site of a significant event associated with the Newlands Project.

Criterion B: They best represent the important contributions of someone significant in engineering or Reclamation history, or in the overall realization of the Newlands Project.  
Highly unlikely.

Criterion C: They are the best or only surviving representative of a type of support structure found on the Newlands Project; they are of unique design or construction; or they are a good representative example of a standardized Reclamation design.

Criterion D: They have the ability to yield information important to understanding the history of the Newlands Project.

## VII. PROPERTY TYPE: SETTLEMENT FEATURES

This property type includes features built privately, by other public entities, and by Reclamation to support the settlement of project lands. Reclamation played a role in promoting the economic and social development of its projects once irrigation water was available. Under the Town Sites and Power Development Act of 1906, the agency was authorized to withdraw lands for townsites, subdivide them into lots, and sell them to the public. Reclamation also donated withdrawn lands for schools, community centers, and parks. In cooperation with the Department of Agriculture, it established experimental farms to demonstrate the growth of different types and varieties of plants.

Included under this property type could be townsites, community buildings, schools, and experimental farms constructed on lands withdrawn by Reclamation. Also falling into this

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property category could be irrigated farms established by settlers on project lands. Further research needs to be conducted to determine the role Reclamation played in the settlement of the Newlands Project and the extant properties associated with this theme. It is known that the Truckee-Carson Reclamation Project Experiment Farm near Fallon was established in 1906. A 1915 brochure published by the Department of Agriculture includes a site plan showing plots of alfalfa, grains, barley, and vegetables.<sup>13</sup> Later, the University of Nevada, Reno, took over the experimental farm as part of its extension service.

*Significance*

Settlement features reflect the outcome of developing an irrigation project and can attest to its success or failure. Since the intent of the Reclamation Act was to promote settlement of the arid West, features associated with settlement are integral to the significance of the project. More than likely, features of this property type are not Reclamation-owned, and nomination would need to be initiated by private interests or other public entities. Further research into this property type is needed.

*Registration Requirements*

The period of significance for settlement features spans from 1904 through 1929. To be individually eligible, settlement features must have integrity of location, association, design, workmanship, and materials. They may be eligible for the following reasons:

Criterion A: They were the site of a significant event associated with the Newlands Project; they are representative of the .

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<sup>13</sup> See Bureau of Reclamation. Newlands Project History, Outline History 1906-1914. National Archives, Denver. Box 98, Accession 8NN-115-90-011.

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Criterion B: They best represent the important contributions of someone significant in the growth and development of agriculture in the Truckee-Carson River basins.

Criterion C: They are an outstanding or only surviving representative of a type of settlement feature found on the Newlands Project; they are of unique design or construction; they embody the distinctive characteristics of a type, period, or method of construction; or represent the work of a master architect, builder, or engineer.

Criterion D: They have the ability to yield information important to understanding the history of the Newlands Project.

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**G. GEOGRAPHICAL DATA**

The geographical limits of the Newlands Project Multiple Property Documentation Form include lands in California and Nevada including parts of the following counties: Washoe, Storey, Lyon, and Churchill in Nevada; and Placer County, California.

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## H. SUMMARY OF IDENTIFICATION AND EVALUATION METHODS

The Multiple Property Documentation Form for the Newlands Project is based primarily on research as well as limited fieldwork. The foundation for the document is a report entitled "The Newlands Project, Nevada: Evaluating National Register Eligibility" prepared in July 2001 for the Bureau of Reclamation's Mid-Pacific Region. Authors of the report were Donald L. Hardesty and Larry Buhr. They relied heavily on two sources: Reclamation historian Joe Simonds' 1996 draft report on the Newlands Project and John Townley's Turn This Water Into Gold, The Story of the Newlands Project (1998). In association with their research, Hardesty and Buhr conducted limited fieldwork to assess some of the project canals and laterals, mainly around Fallon.

To complete the Multiple Property Documentation Form, additional research was conducted primarily to develop the following sections: Origins of the Federal Reclamation Program, Francis G. Newlands and Passage of the Reclamation Act of 1902, and Beginnings of the Newlands Project. Research also yielded information on property types and specific properties associated with the project. Much of this information was obtained from government documents on the Newlands Project located at the National Archives in Denver. Limited fieldwork of some of the major project features was conducted in association with the research.

The information on the origins of the Federal Reclamation program, passage of the Reclamation Act, and beginnings of the Newlands project, provide the necessary background to place the project in a broader national context and to establish the project's significance. The properties are then grouped into five contexts organized according to major construction periods and theme. These are Planning and Construction of Major Project Features 1902-1915; Continued Construction: Drainage Facilities and Project Repairs: 1916-1928; Project Settlement and

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Economic Development: 1904-1929; Civilian Conservation Corps Contributions: 1933-42 and Construction of Additional Storage and Diversion Facilities: 1935-1945. The end of World War II and the completion of a number of secondary diversion and storage dams in 1945 provide a logical cutoff date for the period of significance.

Property types were organized according to function. Seven different categories were identified: Storage and Diversion Structures; Water Conveyance Structures; Powerplants; Pumping Plants; Auxiliary Construction Works; Ongoing Support Features; and Settlement Features. Requirements for integrity were based on limited fieldwork and similar studies completed for other Reclamation irrigation projects.

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**J. Figures of the Newlands Project**

<b>Figure</b>	<b>Description</b>
1 .....	Newlands Project, Truckee and Carson Divisions.
2 .....	Detail of principal canals, Fallon, Nevada.
3 .....	Detail of principal drains, Fallon, Nevada.

# NEWLANDS PROJECT TRUCKEE AND CARSON DIVISIONS NEVADA - CALIFORNIA

-  DAM AND RESERVOIR
-  CANAL
-  DRAIN
-  POWERPLANT

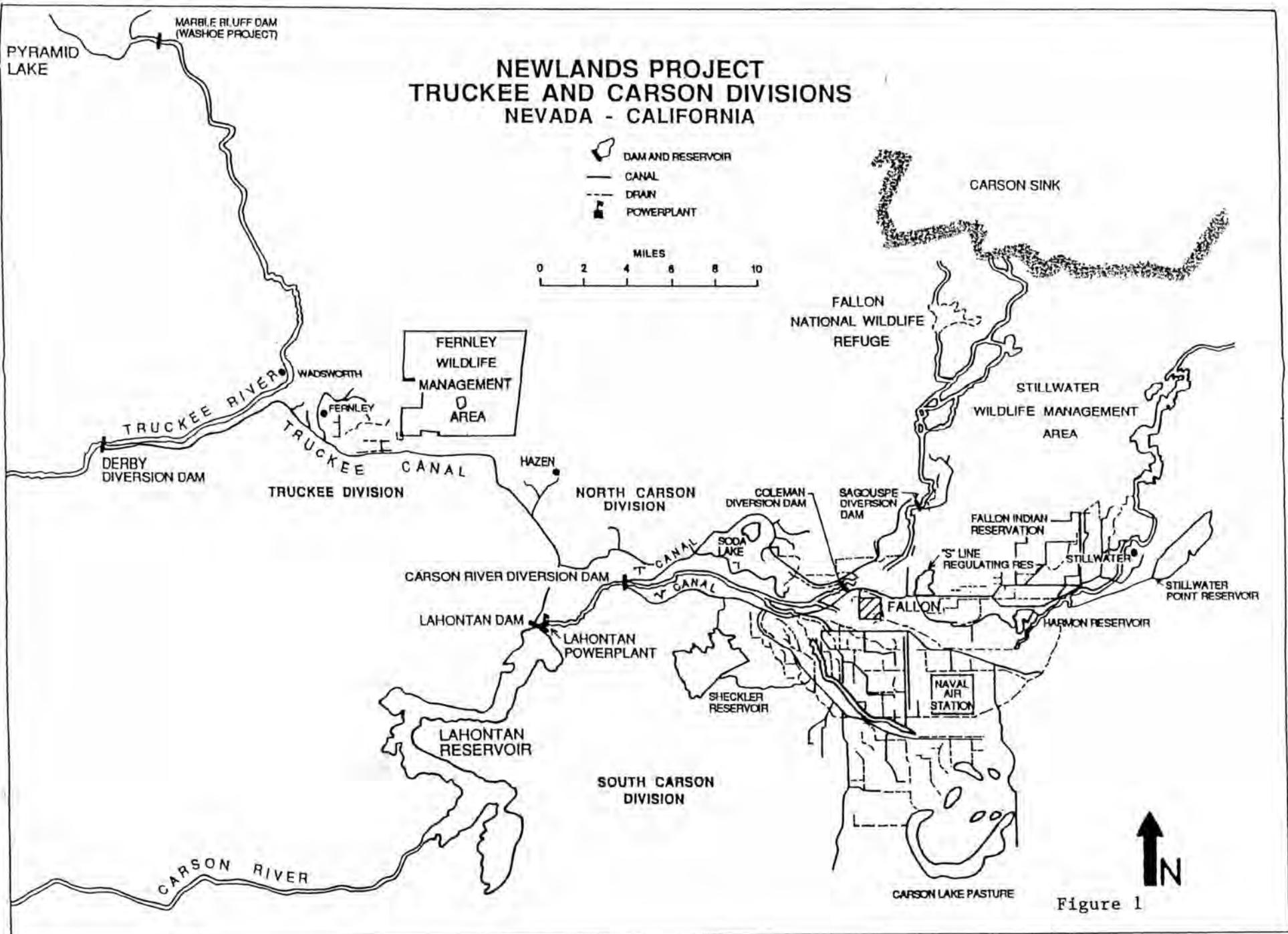
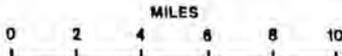
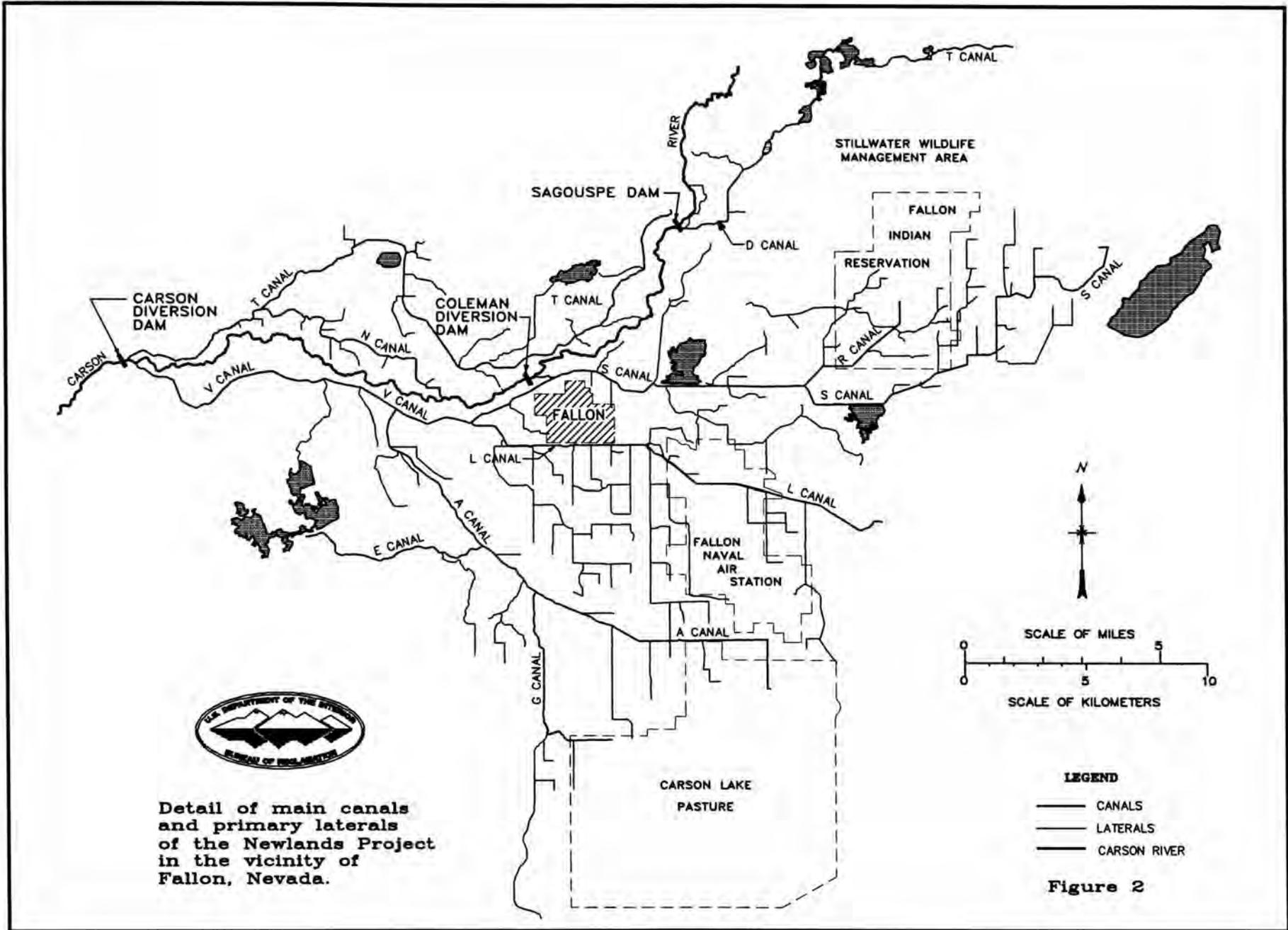
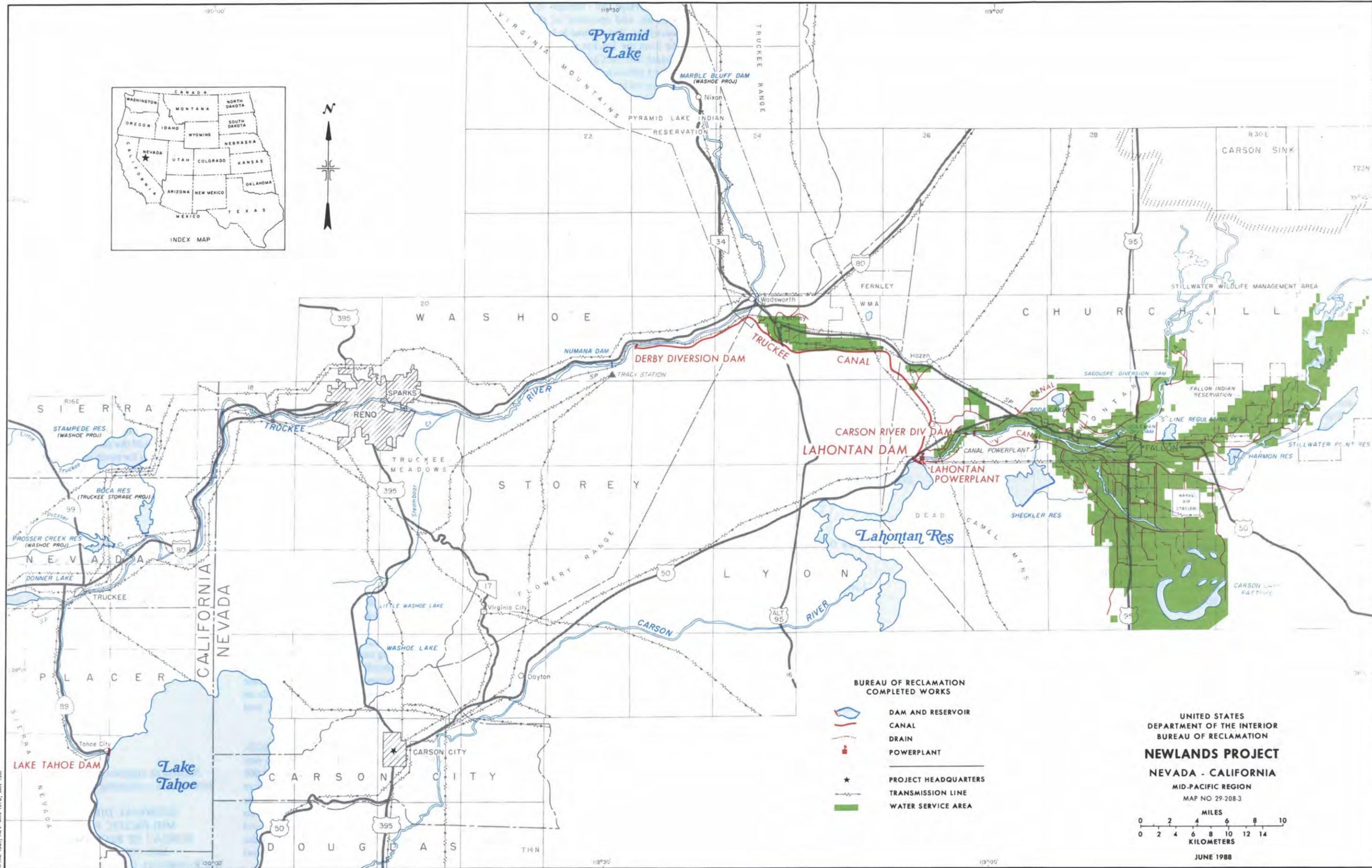


Figure 1





**BUREAU OF RECLAMATION  
COMPLETED WORKS**

-  DAM AND RESERVOIR
-  CANAL
-  DRAIN
-  POWERPLANT
-  PROJECT HEADQUARTERS
-  TRANSMISSION LINE
-  WATER SERVICE AREA

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
**NEWLANDS PROJECT**  
NEVADA - CALIFORNIA  
MID-PACIFIC REGION  
MAP NO 29-208.3



JUNE 1988

APRIL 1967, REV. JAN. 1976, JAN. 1981

## FACTUAL DATA ON THE NEWLANDS PROJECT

### PROJECT PURPOSE

The project, one of the first reclamation projects, provides for irrigation in the lower Carson River Basin near Fallon, in western Nevada. Construction began in 1903 on the first project works, Derby Diversion Dam and the Truckee Canal. The Truckee-Carson Irrigation District has operated and maintained the project works since 1926 under a contract with the United States.

### WATER SUPPLY

The water supply is obtained from the Truckee and Carson Rivers. The Truckee and Carson River drainage basins contain 3,450 mi<sup>2</sup> (8900 km<sup>2</sup>) which contributes to project water supplies with a combined average annual runoff of about 900,000 acre-ft (1110 x 10<sup>6</sup> m<sup>3</sup>).

### PROJECT WORKS

**LAHONTAN DAM AND RESERVOIR**, on the main Carson River, stores water diverted from Truckee River along with the natural flow of the Carson River. The reservoir has a storage capacity of 314,000 acre-ft (387 x 10<sup>6</sup> m<sup>3</sup>) at the spillway overflow elevation. The use of flashboards on the spillway crest increases the storage capacity to 317,300 acre-ft (391 x 10<sup>6</sup> m<sup>3</sup>). The dam, completed in 1915, is an earth and gravel fill structure 162 ft (49.4 m) high.

**LAKE TAHOE DAM** creates a reservoir of 732,000 acre-ft (903 x 10<sup>6</sup> m<sup>3</sup>), capacity and regulates the lake outflow into the Truckee River. Completed in 1913, the dam is a concrete structure with 17 vertical gates and has a height of 16 ft (4.9 m).

**CARSON RIVER DIVERSION DAM**, on the Carson River 5 mi (8 km) below Lahontan Dam, diverts water into two main canals for irrigation of the Carson Division lands. The dam is a concrete structure 23 ft (7 m) high with a crest length of 241 ft (73 m).

**DERBY DIVERSION DAM**, on the Truckee River about 20 mi (32 km) east of Reno, diverts water into the Truckee Canal for carriage to Lahontan Reservoir and irrigation of the Truckee Division lands. The dam is a concrete structure 31 ft (9.4 m) high.

**LAHONTAN POWERPLANT**, immediately below Lahontan Dam with a capacity of 1920 kW, has facilities to receive water from Lahontan Reservoir and the Truckee

Canal. Adjoining this plant, the District installed diesel equipment in 1949 to generate 2000 kW.

**TRUCKEE CANAL**, 1,500 ft<sup>3</sup>/s (42.5 m<sup>3</sup>/s) initial capacity, 32.5 mi (52.3 km) in length, extends from Derby Diversion Dam to Lahontan Dam.

**MAIN CARSON DIVISION CANALS** have 69 mi (111 km) of main canals with a combined diversion capacity of 2,000 ft<sup>3</sup>/s (56.6 m<sup>3</sup>/s).

**LATERAL SYSTEM** has 312 mi (502 km) of laterals.

**DRAINAGE SYSTEM** comprises about 345 mi (555 km) of deep open-type drain constructed by the United States and the Truckee-Carson Irrigation District.

**POWER DISTRIBUTION SYSTEM.** Truckee-Carson Irrigation District has built 73 mi (117 km) of 34.5 kV-transmission lines to convey power from Lahontan Powerplant to the city of Fallon, towns of Fernley, Wadsworth, Hazen, and Stillwater; Indian reservations; and most of the rural sections of the project. Distribution facilities were constructed by the District and local improvement districts. The Lahontan plant and distribution system are interconnected with the Sierra Pacific Power Company System and are operated under agreement by the Company.

### OTHER WORKS

**BOCA DAM AND RESERVOIR**, on the Little Truckee River, is the principal feature of the Truckee Storage Project, but also stores water for irrigation of lands of the Newlands Project and for Truckee River regulation as well as providing recreation and fishery benefits. The reservoir has a capacity of 41,110 acre-ft (51 x 10<sup>6</sup> m<sup>3</sup>). The dam, completed by the United States in 1939, is an earthfill and rock-faced structure 116 ft (35.4 m) high with a crest length of 1,629 ft (496.5 m). The Washoe County Water Conservation District operates and maintains this facility.

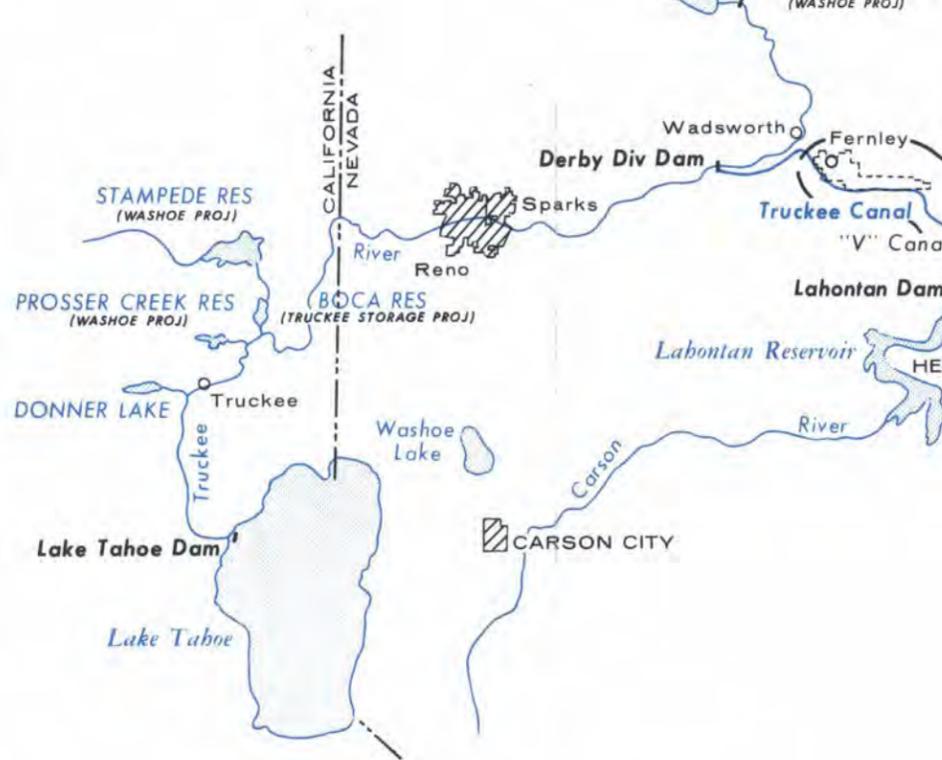
**DONNER LAKE STORAGE.** The Truckee-Carson Irrigation District and the Sierra Pacific Power Company have acquired storage rights in Donner Lake, with a capacity of about 9,500 acre-ft (12 x 10<sup>6</sup> m<sup>3</sup>) on Donner Creek, for joint use and Truckee River regulation.

**PROSSER CREEK RESERVOIR**, the initial feature of the Washoe Project, provides 30,000 acre-ft (37 x 10<sup>6</sup> m<sup>3</sup>) of storage for flood control, recreation, and improvement of fishery flows in the Truckee River. The

earthfill dam, 163 ft (49.7 m) high, was completed in 1962.

**STAMPEDE RESERVOIR**, a principal conservation feature of the Washoe Project on the Little Truckee River 3 mi (5 km) upstream from Boca Reservoir, provides 226,620 acre-ft (280 x 10<sup>6</sup> m<sup>3</sup>) of storage for flood control, fishery and recreation use. The earthfill dam, completed in early 1970, is 239 ft (73 m) high.

**DISTRICT BUILT WORKS** includes the V-Canal Powerplant at a 26 ft (7.9 m) drop in the canal, several small reservoirs, additional canals and drains, and Coleman Diversion Dam which was reconstructed in 1969; Sagoupe Diversion Dam was acquired by the District.



### IRRIGATION PLAN

Storage in Lake Tahoe and Boca Reservoir is regulated by the Federal Water Master in accordance with the provisions of the Truckee River Agreement, to which the United States, the Truckee-Carson Irrigation District, the Washoe County Water Conservation District, and the Sierra Pacific Power Company are parties, to stabilize and supplement the natural flow of the Truckee River, for which Donner Lake storage is also available. Water to which the Newlands Project is entitled from the Truckee River is diverted into the Truckee Canal for irrigation of the Truckee Divi-

sion, carriage for storage in Lahontan Reservoir, and operation of the Lahontan Powerplant. Water stored in Lahontan Reservoir from the Truckee and Carson Rivers is released into the Carson River for operation of the Lahontan Powerplant, and after being diverted into the "V" and "T" Canals at the Carson Diversion Dam, for irrigation of the Carson Division.

### IRRIGABLE AREA

There are about 73,000 acres (30 000 ha) of irrigable land with water rights in the District.

### CHARACTER OF SOIL IN IRRIGABLE AREA

The topography ranges from gently rolling to flat with smooth, nearly level areas predominating. The soils range from sands to clays with medium textures predominating. Wide variations in subsoils and substrata occur within local areas.

### ALTITUDE OF IRRIGABLE AREA

The general elevation of the project lands is about 4,000 ft (1200 m) above sea level.

### DUTY OF WATER

The maximum amount of water delivered to the farms of the project was established by the Alpine and Orr Ditch decrees. Water duties are: 4.5 acre-ft/acre (14 000 m<sup>3</sup>/ha) per year for bench lands and 3.5 acre-ft/acre (11 000 m<sup>3</sup>/ha) per year for bottom lands.

### LENGTH OF IRRIGATION SEASON

The average irrigation season is about 240 days. The frost-free period averages about 135 days on the lower lands to 127 days on the higher lands.

### WILDLIFE AND RECREATION

**LAHONTAN RESERVOIR**, located 45 mi (72 km) northeast of Carson City on U.S. Highway 50, is an extremely popular year-round multiuse unit of the Nevada State Park System. The 41,500 acres (16 800-ha) park offers camping and picnicking around 69 mi (111 km) of shoreline. Swimming, fishing, and boating activities are popular. Anglers come to Lahontan Reservoir to test their skills on channel catfish, crappie, white bass, and several other warmwater species.

**FERNLEY WILDLIFE MANAGEMENT AREA**, located 35 mi (56 km) east of Reno near Interstate 80, includes 7,000 acres (2800 ha) of land and a small 270-acre (110-ha) reservoir, and is managed by the Nevada Department of Wildlife. There are no developed recreation facilities. Hunting and fishing are permitted. Fernley WMA provides habitat for upland game and waterfowl migrating along the Pacific Flyway.

**STILLWATER WILDLIFE MANAGEMENT AREA**, located 60 mi (97 km) northeast of Reno near Interstate 80, encompasses 140,000 acres (57 000 ha) of high desert vegetation, barren sand dunes, and water. Management is provided by the U.S. Fish and Wildlife Service. Hunting and fishing are permitted. This area provides habitat for upland game and migratory waterfowl along the Pacific Flyway.

### ANNUAL RAINFALL

Average rainfall on the Newlands Project is 5.20 in (132 mm).

### RANGE OF TEMPERATURE

The temperature range varies from a low of 25 °F below zero (-32 °C) to a high of 106 °F (41 °C) with an average temperature of 50.8 °F (10.4 °C).

### PRINCIPAL MARKETS

Principal markets for project fresh produce are the cities and towns of western and central Nevada. The larger and heavier shipments, such as baled alfalfa hay, alfalfa meal, and livestock are marketed in Nevada and on the west coast with some shipments to the east. Most fresh milk is marketed in the state. The feeding of cattle and sheep brought in from the ranges of the surrounding country provides a market for much of the alfalfa and other crops. Each winter many thousands of cattle are fed in the valley before being shipped to market.

### OTHER PROJECTS MAPS IN NEVADA:

- Humboldt Project  
Map No. 89-208-2
- Truckee Storage Project  
Map No. 247-208-20
- Washoe Project  
Map No. 320-208-35

Address all inquiries regarding additional information concerning this project to:

REGIONAL DIRECTOR  
MID-PACIFIC REGION  
BUREAU OF RECLAMATION  
2800 COTTAGE WAY  
SACRAMENTO, CALIFORNIA 95825-1898

## Newlands Project Property Types

### Dams

#### Diversion

- Derby\*
- Carson\*
- Coleman
- Sagouspe

#### Storage (Some may not be part of the Newlands Project)

- Lake Tahoe\*
- Lahontan\*
- S-Line Dam
- Sheckler
- Stillwater Point
- Ole's Pond
- Harmon Pasture

### Water Conveyance System

#### Main Canals (122 miles; n = 11)

- Truckee\*
- T-Line (north)\*
- V-Line (south)\*

#### Secondary Main

- A, D, E, G, L, N, R, S

Laterals (More than 312 miles; approximately 90 separate canals)

Drains (More than 345 miles; approximately 85 separate drains)

Structures (includes CCC) (Estimate that over 2,500 structures exist)

- Headworks
- Turn outs
- Weirs
- Checks
- Drops
- Flumes
- Wasteways
- Siphons

### Power Plants

- Lahontan\*
- V-Canal\*

### Pumping Plants

- Stillwater (?)
- Others?

Demonstration farm?

Note: \* Already listed on the National Register.

## **APPENDIX I: INADVERTENT DISCOVERY PROTOCOL**

**APPENDIX I:**  
**Protocol for NAGPRA Inadvertent Discoveries on Federal Land**  
**Bureau of Reclamation, Mid-Pacific Region**  
**October 31, 2018**

**Purpose:** Protocol for compliance with Federal statutes for inadvertent discoveries of human remains, funerary objects, sacred objects, and objects of cultural patrimony on Reclamation lands. An inadvertent discovery is a discovery for which no plan of action has been developed. The following protocols are written to ensure Reclamation employees understand their responsibilities to protect and report discoveries of human remains on Reclamation lands. These protocols include procedures for contacting the appropriate Reclamation officials when human remains are discovered, and for coordinating with cultural resources professionals, law enforcement agencies, and Native Americans, as appropriate, when human remains are discovered on Reclamation lands.

**Authority:** Native American Graves Protection and Repatriation Act of 1990 [(25 U.S.C. § 3001 et seq.) NAGPRA]

**Applicability:** NAGPRA applies in cases where human remains found on Federal and Tribal lands are clearly from an archaeological context, and if the human remains are Native American. In such cases, Reclamation must ensure coordination with law enforcement personnel, all possible culturally-affiliated, federally-recognized Native American Tribes, and Reclamation managers and cultural resource professionals. If the context is modern, indeterminate, or mixed between several contexts in which modern is one, Reclamation must ensure proper coordination with law enforcement personnel and, when appropriate, with Native Americans as specified in Section 3 of NAGPRA.

All discovered human remains should be treated initially as a crime scene (e.g., a possible murder, an Archaeological Resources Protection Act (ARPA) violation, or illegal trafficking under 18 U.S.C. §1170) with cultural resources professionals and the appropriate law enforcement authorities being brought in to assist in the determination of antiquity and manner of death (e.g., homicide, suicide, natural, accidental, or undetermined). To the maximum extent possible, the human remains should be protected from further damage. If practicable and if the remains are not from a clearly modern context, they should be permanently protected in place. In some cases, legal requirements and land management needs may require the removal of human remains.

**Protocol:** When human remains are discovered on Reclamation land, the following steps will be taken:

1. immediately notify the Regional Special Agent (contact information is on the last page of this document) who will:
  - a. immediately notify the appropriate law enforcement agency. Law enforcement personnel are responsible for the disposition of recent

human remains in criminal cases that are not linked to cultural resources violations (i.e., ARPA or trafficking).

- b. Such notification will occur when:
  - human remains appear to be from a potentially modern context,
  - the context cannot be determined, or
  - illegal trafficking in Native American human remains or a criminal violation of ARPA is suspected.
2. Notify the Area Manager immediately or as soon as practical by telephone. A written report of the discovery must be forwarded to the Area Manager within 24 hours by certified mail.
3. Cease activity, stabilize, and protect in place such discoveries until authorized to proceed by Area Manager. Do not touch or disturb the remains unless otherwise instructed. Ideally, a Global Positioning System (GPS) point of the discovery location should be taken. If this is not possible, mark the location on a topographic map and take a photograph of the area around the discovery (but not of the remains) as this may help to relocate them later. Record the name of the person who discovered the remains, the date of discovery, how the discovery was made, and any other pertinent information about the circumstances surrounding the discovery.
4. Once notified, the Area Manager will notify the Regional Environmental Officer or designee within 24 hours. Environmental Officer or designee will take responsibility for the discovery by immediately contacting the Regional Director (RD), or the RD's designee, and the Federal Preservation Officer (FPO) by telephone, or in person, followed with written confirmation of the discovery within 48 hours.
5. The Environmental Officer or designee will assist law enforcement officials when violations of ARPA, NAGPRA (see Illegal Trafficking in Native American Human Remains and Cultural Items 18 U.S.C. § 1170), or State laws occur, documenting all activities in writing and submitting ARPA documentation.
6. Within 48 hours, cultural resource professionals must conduct a field evaluation of the discovery.
  - The field evaluation should include an osteologist who can verify, if possible, that the remains are human and Native American.
  - A cultural resource professional will identify the cultural context of the discovery, if possible, and, when necessary, complete ARPA documentation, fill out a site form, and write an archaeological discovery/excavation report.
  - During the field evaluation, additional measures should be taken to secure and protect the remains, if necessary.
7. Within 48 hours of the field confirmation, the Regional Environmental Officer or designee will provide the RD/RD's designee written confirmation that the skeletal remains are human and/or Native American when they are identified as such. The Environmental Officer or designee will advise and assist the RD/RD's designee, in complying with Federal cultural resources law; e.g., section 3(a) of Archeological and Historic Preservation Act

(AHPA), section 4 of ARPA, NAGPRA, section 106 of the National Historic Preservation Act (NHPA), or State law, as appropriate.

8. If the human remains are Native American, then, as soon as possible, but no later than 3 working days after receipt of confirmation the human remains are Native American [see 43 CFR Part 10.4(d)(1)(iii)], the Environmental Officer or designee must notify by telephone or in person, with written confirmation, the Indian tribes likely to be affiliated with the discovered human remains (e.g., lineal descendant, culturally affiliated Indian tribe, Indian tribe with other cultural relationship, and Indian tribe that aboriginally occupied area). Notification must include pertinent information:
  - kinds of human remains present,
  - estimated number of individuals present,
  - estimated ages (i.e., adult, juvenile, infant),
  - estimated sex (if possible to determine), and
  - condition and circumstances of discovery.
9. If the human remains are Native American, the Environmental Officer or designee must consult with known lineal descendants and Indian tribal officials according to 43 CFR Part 10.5.
10. The Environmental Officer or designee must comply with appropriate cultural resources law; e.g., section 3(a) of AHPA, section 4 of ARPA, NAGPRA, section 106 of the NHPA, or State law.
11. The Environmental Officer or designee must ensure proper disposition of human remains:
  - a. For Native American human remains that are not the subject of criminal cases, disposition must be in accordance with the implementing regulations of NAGPRA, 43 CFR § 10.6(a).
  - b. For non-Native American Human Remains, a good faith attempt will be made to identify the descendants of all non-Native American human remains with disposition going to the appropriate lineal descendants. If descendants are not found and the human remains are more than 100 years old, then the human remains will be retained by Reclamation in accordance with the standards established in *Curation of Federally-Owned and Administered Archeological Collections* (36 CFR Part 79) and *Managing Museum Property* (Departmental Manual 411). When descendants are not found and the human remains are less than 100 years old and are not the subject of a criminal investigation, then disposition will be according to applicable State law.
12. Within 5 working days after the written notification of the discovery, the Environmental Officer or designee will send written documentation of the discovery with copies of any correspondence to the FPO (84-53000). All documentation, records, and reports on the discovery will be kept on file at the appropriate Reclamation office.
13. Upon receipt of a written confirmation of the discovery of human remains, the RD's designee will notify the RD of the discovery by the next working day. The notification will include a brief description of the discovery

circumstances, steps taken to protect the human remains and associated objects, names of notified law enforcement personnel, and recommendations for further action.

14. NAGPRA (25 U.S.C. 3001) establishes the right of possession and control of Native American human remains, associated funerary objects, unassociated funerary objects, sacred objects, and objects of cultural patrimony, and provides that such items under the control of Federal agencies be assigned to their rightful owner as established by the processes outlined in 43 CFR part 10, subparts A, B, C, and D.
15. The Environmental Officer or designee will submit NAGPRA data and documents to the FPO, including but not limited to: affiliation studies; Notices of Inventory Completion; Notices of Intent to Repatriate; intentional archaeological excavation, treatment, and disposition plans; and data gathered in response to reporting requirements. These data and reports will be submitted when developed, as appropriate, when providing data for required annual reports, and as otherwise requested in data calls.

**Contact Information:**

**Mid-Pacific Region Area Office NAGPRA Contacts**

<b>Position Title</b>	<b>Name</b>	<b>Contact Number(s)</b>
Regional Special Agent	Ray Le Loup	(916) 978-5600 or (916) 365-5616 (cell)
Regional Environmental Officer	Anastasia Leigh	(916) 978-5068
Regional Cultural Resources Officer	Melissa Ivie	(916) 978-5028
Regional NAGPRA Specialist	(Elisa) Melanie Ryan	(916) 978-5526
Lahontan Basin Area Office Manager	Terri Edwards	(775) 884-8353

**Tribal NAGPRA Contacts**

<b>Position Title</b>	<b>Name</b>	<b>Contact Number(s)</b>
Fallon Paiute-Shoshone Tribal Chairperson	Honorable Len George	(775) 423-6075 ext. 245
Tribe? Tribal Chairperson		

**APPENDIX J: GENERAL DISCOVERY PLAN**

**This document will be submitted within six (6) months of the execution of the PA, as specified in Stipulation IX.A.1.**

**APPENDIX K: RECLAMATION SCOPE OF COLLECTIONS**

**DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
MID-PACIFIC REGION  
AND MID-PACIFIC REGIONAL OFFICE  
SACRAMENTO, CA**

**SCOPE OF COLLECTION STATEMENT**

Revised 2015



Prepared by:



Michelle Noble, Museum Specialist

8/25/2015  
Date

Recommended by:



Lauren Perry, Regional Archaeologist/Custodial Officer

8/25/2015  
Date

Approved by:



Brenda Bryant, Assistant Regional Director /Accountable Officer

8/26/2015  
Date

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## I. INTRODUCTION

### A. EXECUTIVE SUMMARY

The Bureau of Reclamation is required by Federal law to identify, preserve, and protect museum property under its ownership and control, and to manage such property for public use and benefit. The Department of the Interior (DOI) created the Departmental Manual (DM) Part 411, *Identifying and Managing Museum Property*, and the Department of the Interior Museum Property Directives to establish policy and standards for the management of museum property for all bureaus and offices within the Department. A requirement of 411 DM is to develop and maintain a Scope of Collection Statement (SOCS), the basic museum property planning document that provides direction in the acquisition and use of museum property.

Reclamation has a general bureau-wide SOCS, which broadly defines the purpose of Reclamation's museum collection, identifies the parameters of collecting activities, and describes the uses and restrictions of the museum collection. The Reclamation SOCS applies to all Reclamation offices and staff with museum property responsibilities. Additionally, each Reclamation region and unit that has, or expects to have, museum property is required to have a SOCS (411DM 1.11B.(1)), which tiers from the Reclamation SOCS and describes the collection strategy of the region or unit. In the Mid-Pacific Region (Region), museum property is managed exclusively through the Mid-Pacific Regional Office (MPRO). The following Regional SOCS outlines the history of the Region and its museum property collection and defines the present and future scope of the Region's museum property holdings.

### B. AUTHORITIES

The laws, regulations, and policies underlying Reclamation's, and the Region's, authority and responsibility for museum property include:

- Antiquities Act of 1906 (54 U.S.C. 3203 et seq. (formerly 16 U.S.C. 431-433));
- Archeological and Historic Preservation Act, as amended (54 U.S.C. 3125 et seq. (formerly 16 U.S.C. 469-469c-2));
- National Historic Preservation Act of 1966, as amended (54 U.S.C. 3001-3071 (formerly 16 U.S.C. 470 et seq.));
- Archaeological Resources Protection Act of 1979, as amended (16 U.S.C.-470aa-mm);
- Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001 et seq.);
- Paleontological Resources Preservation Act (16 U.S.C. 470aaa-aaa-11);
- Curation of Federally-Owned and Administered Archaeological Collections (36 CFR part 79);
- Interior Property Management Directives supplement to the Federal Management Regulations (FMR) (41 CFR part 102) and Reclamation Supplement to the FMR 114S-60;
- Preservation of American Antiquities (43 CFR part 3);
- Protection of Archaeological Resources (43 CFR part 7);
- NAGPRA Regulations (43 CFR part 10);
- Personal Property Management, 410 DM;
- Identifying and Managing Museum Property, 411 DM;
- Interior Museum Property Directives;
- Reclamation Manual (RM), Policy, Museum Property Management, LND P05;
- RM, Directive and Standard, Museum Property Management, LND 02-02; and
- RM, Directive and Standard, Museum Records, LND 02-05.

In particular, the *Museum Property Management* Policy (LND P05) and accompanying Directives and Standards (D&S), *Museum Property Management* (LND 02-02) and *Museum Records* (LND 02-05),

provide instructions on managing and reporting museum property to Reclamation and Department standards.

### C. MISSION STATEMENTS

The mission of the Department is to protect America's natural resources and heritage, honor our cultures and tribal communities, and supply energy to power our future. Reclamation's mission is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public. Additional stated Region goals are to balance the many competing and often conflicting needs among numerous water uses and users and to develop and implement a balanced approach to water allocation, serving users while protecting the environment. The management and protection of heritage assets (i.e., cultural resources), while federally mandated, is secondary to the mission and goals of Reclamation and the Region.

### D. PURPOSE OF THE SOCS

The Regional SOCS serves to define the scope of present and future museum property collection holdings of the Region and the Mid-Pacific Regional Office. As with all museum property retained and maintained by Reclamation, the collection should be seen as contributing directly to the understanding and interpretation of the purpose, themes, and resources of Reclamation and the Region, or should comprise objects that Reclamation is legally mandated to preserve. The main purpose of the Regional SOCS is to ensure that all present and future collections acquired and curated by the Region are clearly relevant to Reclamation's mission, history, and/or legal responsibilities to prevent arbitrary and excessive growth of the Region's museum property holdings.

### E. RECLAMATION, REGION, & COLLECTION HISTORY

The 1902 Reclamation Act authorized the Secretary of the Interior to locate and construct irrigation works in the American West. The Division of Hydrology, under the United States Geological Survey, was assigned to administer these irrigation projects. Two years later the division was renamed the United States Reclamation Service, and in 1907 it was declared an independent agency. In 1923 the Reclamation Service adopted its current name, the Bureau of Reclamation (though for a brief time, 1979-1981, the Bureau was officially called the "Water and Power Resources Service"). Between 1942 and 1944, seven regional offices were created to facilitate water management in the West. The Mid-Pacific Region, which was created by the Secretary of the Interior in 1942, is headquartered in Sacramento, California. The Region consists of five area offices: Northern California Area Office in Redding, California; Central California Area Office in Folsom, California; South-Central California Area Office in Fresno, California; Lahontan Basin Area Office in Carson City, Nevada; and Klamath Basin Area Office in Klamath Falls, Oregon. Responsibility and management of museum property is retained with the Regional Director and is not delegated to the area offices.

The Region has a varied geography, extending from the Pacific Ocean to the crest of the Sierra Nevada mountain range in California, encompassing expansive basin and range topography in Nevada, and bordering the Columbia Plateau in southern Oregon. The past and present variability in environmental conditions and natural resources within what today comprises the Region's boundaries, has resulted in a complex and diverse cultural backdrop to Reclamation's water project legacy in this part of the West. Documented human use and manipulation of the landscape in these areas extends from the late Pleistocene/early Holocene to the present day. Today the Region includes one of the largest water storage and conveyance systems in the world, the Central Valley Project, consisting of 20 dams and reservoirs that provide water for agricultural, environmental, industrial, and urban uses, generate hydro-electric power, and provide for flood protection, river navigation, and a variety of recreation activities. Other authorized projects within the Region include: Auburn-Folsom South Unit Project; Cachuma Project; Delta Division Project; Folsom and Sly Park Units Project; Friant Division Project; Humboldt Project;

Klamath Project; New Melones Unit Project; Newlands Project; Orland Project; Sacramento Canals Unit Project; San Felipe Division Project; San Luis Project; Shasta/Trinity River Division Project; Solano Project; Truckee Storage Project; Ventura River Project; and Washoe Project.

The Region's current museum property collection consists primarily of archaeological collections (defined below) and associated documentation which were generated primarily through salvage archaeology ahead of project-related construction and other actions requiring compliance with Federal cultural resources laws. These collections are currently housed in the New Melones Curation Facility (NMCF) in Sonora, California, and various non-Reclamation repositories, principally museum facilities associated with the University of California and California State University education system, and the Nevada State Museum.

The NMCF was constructed 2014 in order to comply with current directives and standards set forth for Museum Property facilities. Construction of this facility also completes the major milestones identified in the corrective action plan developed in response to an audit report by the Office of Inspector General, *Museum Collections: Preservation and Protection Issues with Collections Maintained by the Bureau of Reclamation*, January 2010. The majority of the collections therein were recovered through archaeological efforts during the New Melones Project, an Army Corps of Engineers project authorized in 1944, completed in 1978, and transferred to Reclamation in 1979. Also housed there are archaeological collections associated with San Luis Reservoir; those from former Reclamation land in the vicinity of Sly Park Dam, which were recovered prior to the transfer of that facility to the El Dorado Irrigation District; and a few other small collections, generated in the course of Federal cultural resources compliance activities.

Reclamation-related collections from the Region currently curated in non-Reclamation repositories consist primarily of materials recovered via salvage archaeology ahead of the proposed construction of Reclamation facilities in the 1950s, 1960s, and early 1970s, prior to the establishment of Reclamation's Cultural Resources Management program in 1974. Additionally, the Region has a few collections in non-Reclamation repositories resulting from various regulatory compliance activities that took place after 1974.

The pre-1974 collections resulted from contracts between the National Park Service (NPS) — the only Federal agency legislatively authorized to expend funds on Federally-sponsored archaeological work prior to passage of the Reservoir Salvage Act (RSA) in 1960, and the agency that Reclamation transferred funding to for archaeological work performed between RSA passage and the early 1970s — and the various colleges and universities that provided the agreed upon survey, excavation, and curatorial services. Unfortunately, due to Reclamation's limited role in these actions and agreements, the Region has incomplete information concerning the nature, location, and intended disposition of such collections. Further, based on the limited information that is available, it is known that some of the collections from the pre-1974 era were recovered from privately owned lands that Reclamation either had not yet acquired title to, or, in some cases, never acquired title to.

The Region continues to research legal responsibility for collections recovered from Reclamation projects on non-Reclamation lands, where collection ownership and control by Reclamation has not been established. The Region and several of the non-Reclamation repositories are in disagreement on legal ownership and responsibility of the collections. The Region also currently lacks a funding mechanism to cover past and ongoing curation costs for those collections from early projects that are clearly owned by and are the responsibility of Reclamation, or for those collections that would be identified in the future as owned by of Reclamation. At present, the Region does not have any curation agreements in place with non-Reclamation repositories, and none of the collections in these repositories, whether or not they are

owned by and are the responsibility of Reclamation, have been formally accessioned by the Region into Reclamation's museum property data management system (i.e., Interior Collection Management System – ICMS).

The Region is currently working to address the issues outlined above. Specifically, efforts are being made to identify all repositories that have Reclamation-related collections originating from the Region; to obtain guidance on responsibility or management for collections that resulted from Reclamation-related projects, but came from non-Reclamation land; and to secure funding to cover curation agreements and other management responsibilities for the Reclamation-owned and controlled collections that currently are housed in non-Reclamation repositories.

Recent meetings between Reclamation and the NPS regarding the issue of responsibility for pre-RSA (e.g., "River Basin Survey") collections have resulted in NPS potentially agreeing to the transfer of any such collections from Reclamation to NPS if Reclamation can establish ownership of the collections and provide NPS with money for curatorial services. Reclamation will consider formally transferring such collections to NPS. As the various issues surrounding archaeological collections ownership are resolved, the Regional SOCS will be updated accordingly.

For all new Reclamation-owned collections that will be generated through NHPA and/or other regulatory compliance actions, the Region will work to ensure that funding for the long-term curation in facilities meeting DOI condition standards for these collections is secured prior to their recovery and that these collections are formally accessioned by the Region as required.

## II. TYPES OF COLLECTIONS

### A. CATEGORIES OF MUSEUM PROPERTY

Reclamation defines museum property as personal property (sensitive, non-capitalized) acquired according to a rational plan and preserved, studied, or interpreted for public benefit (LND 02-02, Appendix B #48). As taken from the Reclamation-wide SOCS, the DOI and Reclamation recognize eight museum property "discipline types" including: archaeology, archives, art, biology, ethnography, geology, history, and paleontology. All Reclamation museum property, including that maintained by the Region, must fit within a discipline type and demonstrate a direct connection to the mission or history of Reclamation and the Region, or have resulted from legally mandated cultural resources compliance. Museum property is not required to be unique or rare. Ordinary items that exemplify Reclamation's history, activities, or operations may be recognized as museum property. A group of items may be limited by redundancy, low scientific value, poor condition, or lack of interpretive value. As defined in the Reclamation-wide SOCS, the kinds of collections representative of the eight discipline types are as follows:

1. **Archaeological collections** – include archaeological resources, meaning any material remains of past human life or activities which are of archaeological interest, systematically recovered from Reclamation land or systematically recovered as a result of Reclamation projects on non-Reclamation land.
2. **Archival collections** – include historical documents that provide evidence of an event, person, or resource associated with Reclamation, and all documentation generated by the activity of collecting and analyzing objects, specimens, or other resources that are, or subsequently may be, designated as museum property. Some records such as deeds, survey plats, historical maps, and diaries may be copies of original public or archival documents that are assembled and studied as a result of historical research. Other records such as field notes, field inventories, and oral histories may be originals that are prepared as a result of fieldwork, analysis, or report preparation.

3. **Art collections** – include, but are not limited to, paintings, prints and drawings, wildlife mounts, sculpture, antiques, and tapestries. Artwork with one or more of the following characteristics generally is considered to be museum property: (1) associated with an eminent Reclamation employee; (2) commissioned, donated to, or purchased by Reclamation from a notable artist or taxidermist; (3) limited edition or rare prints; or (4) associated with or commemorates an important Reclamation event or program.
4. **Biological collections** – include botanical specimens, environmental samples which document baseline environmental data, and zoological specimens systematically collected from Reclamation land or systematically recovered as a result of Reclamation projects on non-Reclamation land.
5. **Ethnographic collections** – include items associated with cultural or traditional life ways of Native Americans and other indigenous or ethnic groups.
6. **Geological collections** – include geophysical specimens, soils, or rock cores systematically collected from Reclamation land or systematically recovered as a result of Reclamation projects on non-Reclamation land.
7. **Historical collections** – include items that provide evidence of historic activities that occurred or are related to Reclamation, or are related to an event, person, or resource associated with Reclamation.
8. **Paleontological collections** – include vertebrate, invertebrate, and plant fossil specimens and samples (not consumed in analysis and determined to be appropriate for long-term preservation) systematically recovered from Reclamation land or systematically recovered as a result of Reclamation projects on non-Reclamation land.

## B. CURRENT REGION MUSEUM PROPERTY COLLECTIONS

The Region's current museum property collection, broken down under each discipline type as identified by Reclamation, is described briefly below:

1. **Archaeological collections** – The majority of the Region's museum property collection consists of archaeological objects recovered ahead of project construction or through compliance activities associated with Federal cultural resources protection and preservation mandates.

The bulk of the current accessioned museum property collection at the NMCF consists of prehistoric and historic-era artifacts, objects, specimens, samples, and associated records (archival collections) generated from sites in Calaveras and Tuolumne Counties in advance of and during New Melones Project construction. Additionally, the accessioned materials at NMCF include collections associated with excavations conducted in the vicinity of Sly Park Dam/Jenkinson Reservoir in El Dorado County (prior to the 2003 transfer of that facility from Reclamation to the El Dorado Irrigation District), and three small collections recovered from sites in Colusa, Placer, and Santa Barbara Counties ahead of smaller projects on Reclamation land.

Collections currently curated at the NMCF that have yet to be formally accessioned by Reclamation include archaeological collections from Fresno and Merced Counties, which were generated ahead of San Luis Unit Project construction and are known to contain human remains and cultural items subject to NAGPRA.

There are collections currently at NMCF as well as at a number of non-Reclamation repositories that are of suspected, though not certain, Reclamation ownership. Due to the complicated collection history associated with especially earlier Reclamation projects, it is likely that the number of Region archaeological collections will change as a result of ongoing ownership investigations into collections in non-Reclamation repositories.

While the Region does not actively seek to increase the scope of its archaeological holdings, new archaeological collections for the Region may be generated as part of permitted, approved research and/or treatment plans. Typically, any new collections will be the result of planned recovery work associated with NHPA Section 106 compliance. Additionally, as per 43 CFR part 7, any archaeological materials discovered on Reclamation lands (except inalienable and communal property, as defined by NAGPRA) are the property of the United States and will be maintained as a part of the Region's museum property collection as required by law. In keeping with current practice, if other curation agreements cannot practicably be made, such collections, even if generated outside of the New Melones Project area, will be accessioned and housed in the NMCF either permanently, or until other arrangements can be made.

Currently the Region has no legal requirement or interest in generating or maintaining other types of museum property collections (i.e., archival collections, other than those documents associated with archaeological and paleontological collections; art collections; biological collections; ethnographic collections; geological collections; and/or historical collections, other than those associated with archaeological collections).

**2. Archival collections** – At present, archival collections maintained by the Region in the NMCF, or curated in non-Reclamation repositories, are limited to documentation related to archaeological collections, as described above (e.g., field notes, site records, and catalogs). Documents or other materials related to project design and construction, important individuals, or other events associated with Reclamation or the Region typically are not maintained as part of the Region's museum property program. Existing non-archaeological documents and materials related to such actions, events, and people associated with the Region and its history are currently maintained in the MPRO Library in Sacramento; current archaeological and other cultural resources reports with no associated collections are maintained by the MPRO Division of Environmental Affairs, Cultural Resources Branch in Sacramento. Archival materials associated with future projects or actions resulting in collections will be maintained and managed with the archaeological collections materials in the NMCF or a non-Reclamation repository, as appropriate.

**3. Art collections** – At present, the Region has no accessioned artwork collections and is not actively seeking to acquire such collections. There are 15 pieces of original art on display at the Regional office. These pieces are on loan to Region from Reclamation's Management Services Office in Denver, Colorado.

Any future acquisitions of this discipline type must be limited to items specifically illustrating Reclamation's mission and the goals of the Region (e.g., depictions of highly significant water projects and/or the lands owned or managed by the Region) and will not be accessioned unless specific provisions and funding for their curation and ongoing management are provided.

**4. Biological collections** – At present, the Region has no biological collections and is not seeking to acquire such collections. Any future acquisitions of this type must be limited to items that are relevant to Region projects (e.g., directly related to significant water projects and/or the lands owned or managed by the Region), and are specifically related to Reclamation's mission and the goals of the Region. These collections will not be accessioned unless specific provisions and funding for their curation and ongoing management are provided.

5. **Ethnographic collections** – At present, the Region has no ethnographic collections and is not seeking to acquire such collections. Any future acquisitions of this type should be limited to items that are not subject to NAGPRA, are relevant to Region projects (e.g., directly related to significant water projects and/or the lands owned or managed by the Region), and are specifically related to Reclamation’s mission and the goals of the Region. These collections will not be accessioned unless specific provisions and funding for their curation and ongoing management are provided.

6. **Geological Collections** – At present, the Region has no geological collections and is not seeking to acquire such collections. Any future acquisitions of this type should be limited to items that are relevant to Region projects (e.g., directly related to significant water projects and/or the lands owned or managed by the Region), and are specifically related to Reclamation’s mission and the goals of the Region. These collections will not be accessioned unless specific provisions and funding for their curation and ongoing management are provided.

7. **Historical collections** – At present, the Region’s collections of historical items are limited to historic-era materials recovered from archaeological sites and contexts (i.e., excavated materials and associated documentation), which are curated at the NMCF and non-Reclamation repositories, as described above. The Region does not maintain a separate collection of accessioned historical items and is not seeking to acquire such collections. Any future acquisitions of this type should be limited to items that are relevant to Region projects (e.g., directly related to significant water projects and/or the lands owned or managed by the Region), and are specifically related to Reclamation’s mission and the goals of the Region. These collections will not be accessioned unless specific provisions and funding for their curation and ongoing management are provided.

8. **Paleontological Collections** – At present, the Region has no paleontological collections in the NMCF and no accessioned paleontological collections in any non-Reclamation repositories. However, certain geographic areas within the Region – in particular, Lake Casitas in Ventura County, California, and Ryc Patch Reservoir in Pershing County, Nevada – are known to be rich in paleontological resources, have yielded such specimens in the past, and could potentially yield such specimens in the future, which might require collection and curation pursuant to current Federal law (Paleontological Resources Preservation Act, 16 U.S.C. 470aaa-aaa-11).

Currently, the Region is aware of one existing paleontological collection, curated at the Natural History Museum of Los Angeles County, which consists of a Pleistocene-age fossilized whale specimen recovered from Reclamation lands at Lake Casitas. This collection has not yet been formally accessioned by the Region. Additional paleontological collections may be identified as a result of ongoing investigations into existing collections in non-Reclamation repositories.

Any new Region paleontology collections originating from Reclamation lands and/or projects should be generated through systematic collection as part of a permitted research design or treatment plan, and are to be limited to items specifically illustrating Reclamation’s mission and the goals of the Region, or will otherwise be retained in compliance with Federal property and paleontological preservation mandates. Based on current practice, any new paleontological collections ideally will be curated in a geographically appropriate non-Reclamation repository, with provisions and funding for such curation and ongoing management identified prior to collection.

### **III. MUSEUM COLLECTIONS SUBJECT TO NAGPRA**

NAGPRA and its implementing regulations (43 CFR part 10) affirm the rights of lineal descendants, Indian tribes, and Native Hawaiian organizations to certain Native American human remains, funerary objects, sacred objects, and objects of cultural patrimony with which they are affiliated. As described in the Reclamation-wide SOCS, NAGPRA requires Reclamation, and therefore the Region, to provide inventories of human remains and associated funerary objects and summaries of unassociated funerary objects, sacred objects, and objects of cultural patrimony to culturally affiliated tribes.

The Region currently is in the process of identifying NAGPRA cultural items in the NMCF, as well as those NAGPRA collections housed within non-Reclamation repositories for which Reclamation has responsibility, and is working to ensure the appropriate protection, repatriation, disposition, and consultation of these items in compliance with the requirements of NAGPRA and other applicable statutes. Human remains that are not Native American do not fall under the jurisdiction of NAGPRA, but are considered “controlled property.” Any non-Native American human remains identified in the Region’s collection will be safeguarded to the standards established in 36 CFR part 79 and 411 DM.

Known archaeological collections in the NMCF with human remains and/or NAGPRA cultural items include collections associated with the New Melones Project and the San Luis Unit Project. If additional human remains and/or NAGPRA cultural items are identified as the accessioning and cataloging of the NMCF collection continues, they will be safeguarded and processed pursuant to NAGPRA and/or other relevant statute, policy, and guidance. Any NAGPRA objects found to be previously accessioned will be deaccessioned following DOI procedures prior to repatriation. The same process will be applied to human remains and/or NAGPRA cultural items identified in collections housed within non-Reclamation repositories.

### **IV. ACQUISITION (ACCESSION)**

Consistent with the Reclamation-wide SOCS, the Region may acquire items for its museum collection through the following methods: transfer, fabrication, purchase from commercial sources, permitted field collection, unauthorized field collection, found/uncertain origin property, donation, and gift, provided that the items are confirmed to be Reclamation property and fit within the Regional SOCS, as described herein. Acquisition of Region museum property is both governed and constrained by Reclamation’s mission and the ability of the Region to manage and preserve it in accordance with the standards established in 411 DM and LND 02-02. The process by which the Region formally accepts museum objects or collections into its museum property collection is known as accessioning. The Region currently is working to accession all of the Region’s archaeological collections held in the NMCF and to identify collections in non-Reclamation repositories that should be accessioned by the Region as well (i.e., those items or collections that are clearly owned and controlled by Reclamation, or for which legal responsibility sufficient to require Reclamation to treat the items or collections as its own can be demonstrated).

During and after accessioning, the Region will enter into formal agreements for curatorial services with non-Reclamation facilities having custody of Reclamation museum property, presuming that funding can be secured to support these services. The Region will ensure compliance with the requirements in 36 CFR 79.8 and LND 02-02, Paragraph 22, Curatorial Services Agreements, as applicable.

## V. DISPOSITION (DEACCESSION)

Reclamation possesses the authority to make discretionary and non-discretionary deaccessions of its museum property under specific circumstances. Approved discretionary deaccession methods include: transfer within Reclamation or to another Federal agency for archaeological collections only, purposeful destruction or consumptive use (if the benefits outweigh the resulting damage or loss), and firearm disposal (see Reclamation Supplement to the FMR 114S-43.311-70). Approved non-discretionary methods of deaccessioning Reclamation museum property include: repatriation of NAGPRA cultural items, return to rightful owner, loss, inadvertent destruction, and theft. The Region will ensure compliance with the deaccessioning standards in Department of the Interior Museum Property Directive 3, *Required Standards for Documenting Museum Property* and with LND 02-02. Original museum records for museum property that has been deaccessioned will be retained, and a copy of the museum records will be provided to the recipient of the deaccessioned property, if applicable.

## VI. USES AND RESTRICTIONS

Of primary consideration in all uses of museum objects is the long-term preservation and protection of each object and of the collection as a whole. Use(s) that may damage or hasten the deterioration of objects should be undertaken only after careful review and approval by the Region's Accountable Officer. Collections or individual objects may be made available for scientific, educational, and religious use subject to the terms and conditions necessary to protect and preserve the condition, research potential, religious or sacred importance, and uniqueness of the object or museum collection. Individuals or organizations granted access to Reclamation's museum property must agree to abide by this SOCS, DOI and Reclamation policies, and other rules regarding access to, and use of, the collection. The Region will comply with the provisions in 36 CFR 79.10.

Reclamation is authorized to loan out its museum property or accept museum property from another source as an incoming loan. All loans must be for official purposes. The Region will ensure compliance with the loan standards in 411 DM and the requirements in LND 02-02, Paragraph 19, Loans.

The Region will enter into formal agreements for curatorial services with non-Reclamation repositories having custody of Reclamation museum property, as ownership is established and funding is secured. The Region will ensure compliance with the requirements in 36 CFR 79.8 if the collections are archaeological. Refer to LND 02-02, Paragraph 22, Curatorial Services Agreements, for more information.

The Region's museum collections may be used for exhibits, interpretive programs, publications, or other interpretive media conceived, designed, or implemented in the public interest. The collections may be also be accessed and used for research purposes by qualified individuals, in accordance with the access and use policies of DOI and Reclamation, and with the understanding that users will provide a copy of any final products (e.g., publication, thesis, and term paper) and/or presentations resulting from use of the Region museum collection to Reclamation at no cost to Reclamation. Additionally, users must acknowledge Reclamation in any publication or presentation (oral, written, or web-based) resulting from the use of the Region museum collection with a statement such as "Courtesy of the Bureau of Reclamation" to ensure the American public is informed of Reclamation's mission and purpose. All documentation in association with museum collections that is produced for and paid for by Reclamation is considered to be Reclamation property, with Reclamation having the rights to all said property. Photographs of Reclamation's museum collection and historic photographs are not copyrighted by Reclamation, but the appropriate citation must be used (see above). Any exhibits and publications resulting from the use of Reclamation's museum property must appropriately acknowledge Reclamation as the owner of the object(s). The primary considerations in granting the use of museum objects for such

purposes are the preservation of each object in question, the maintenance of the entire collection, and accurate interpretation of the object.

Reclamation's associated records and museum records will be made available to researchers subject to the terms and conditions that protect and preserve the condition of the records and information contained within them. Access to associated records that contain information relating to the nature, location, or character of a cultural or natural resource must be restricted. Refer to the requirements in 36 CFR §79.10 for more information.

Information related to the Region's museum collection may be withheld from public disclosure if it concerns: rare, threatened, or endangered species; commercially valuable resources; minerals; paleontological resources; archaeological and other cultural resources; objects of cultural patrimony and sensitive ethnographic information; information provided by individuals who wish the information to remain confidential; and the identities of individuals who wish to remain anonymous.

The Region's museum collection may not be used for commercial or other revenue-generating purposes without the prospective user first having entered into a separate agreement with Reclamation.

Although museum collections generally are not to be used in a consumptive manner, destructive analysis is considered a legitimate use of museum collections and may be undertaken for approved research or interpretive purposes under certain circumstances. Requests for the destructive analysis of any archaeological material within the Region museum property collection must be made in advance and will be considered on a case-by-case basis, following applicable law and regulation. When the impacts of the consumptive use will be severe, if total destruction is proposed, or if the object is rare or the request for destructive analysis is expected to generate controversy, the request for consumptive use or destructive analysis must be justified in writing, reviewed by the Region's Museum Property Committee (as defined in LND 02-02, Paragraph 5), and approved by the Region's Accountable Officer. The use of reproductions is preferable to the consumptive use or destructive analysis of original objects.

NAGPRA and non-NAGPRA human remains will not be used for the purpose of display or exhibit under any circumstances. Nor will the Region permit the exhibition of photographs of those remains. NAGPRA cultural items such as funerary objects, sacred objects, or objects of cultural patrimony (or drawings, renderings, or casts of such objects) will not be displayed until after consultation and written approval from either lineal descendant(s) or the affiliated tribe(s), written permission by the Reviewing Official (as defined in LND 02-02, Appendix B #66), and concurrence from the Museum Property Committee. NAGPRA cultural items for which no cultural affiliation can be determined will not be part of an exhibit, loan, or research project without written permission by the Reviewing Official and concurrence from the Museum Property Committee. The Region will consult with culturally affiliated or traditionally associated peoples to determine the religious status of any object for which a sacred nature is suspected but not confirmed. These consultations will occur before such an object is exhibited or any action is taken that may have an adverse effect on its religious qualities. Sacred objects in the Region museum collection will be made available for use in religious rituals or spiritual activities in accordance with 36 CFR 79.10(c).

## **VII. MANAGEMENT ACTIONS**

The Region proposes to engage in the following management actions:

- Review the Regional SOCS, at a minimum, every five years and, when necessary, revise and update the SOCS to remain supportive of, and consistent with, Reclamation's mission and legal mandates

and the Reclamation-wide SOCS. The Region will ensure that appropriate staff review and comment on the SOCS, as well as comment on any complicated accession and deaccession decisions.

- Accessioning and cataloging of the archaeological collections housed at the NMCF will continue. The Region will maintain these and other museum property records in ICMS as required by Reclamation (LND 02-05).
- NAGPRA cultural items as defined in 43CFR part 10 will be identified in the archaeological collections housed at the NMCF and will be managed under NAGPRA procedures, as applicable.
- The Region will continue to engage in efforts to research and compile data on potential Reclamation-owned museum property collections currently held in non-Reclamation repositories. Until adequate program funding and clarification of Reclamation's legal responsibility for objects recovered from non-Reclamation land can be obtained, these collections will not be accessioned. Once there is funding, and ownership, control, and responsibility issues are resolved, the Region will accession its collections that are housed in non-Reclamation repositories. Non-Reclamation repositories where museum property collections associated with the Region are confirmed or suspected include:
  - University of California, Davis
  - California State University, Sacramento
  - California State Parks, Cultural Resource Division, State Archaeological Collections Research Facility
  - California State University, Chico, Department of Anthropology
  - Nevada State Museum, Carson City
  - Solano County Parks Department, Lake Solano Park
  - University of California, Berkeley, Phoebe A. Hearst Museum of Anthropology
  - University of California, Los Angeles, UCLA Fowler Museum of Cultural History
  - University of California, Santa Barbara, Department of Anthropology, Archaeology and Ethnographic Collections Repository
  - Santa Barbara Museum of Natural History
  - Natural History Museum of Los Angeles County, Vertebrate Paleontology
  - University of Nevada, Reno, Mackay School of Mines, WM Keck Museum