

Contractor:  
Copy

Contract No. DA-04-167-eng-610  
Date: 12 April 1954

CONTRACT FOR RELOCATION, RARRANGEMENT OR ALTERATION OF FACILITIES

CONTRACT & ADDRESS: North Fork Ditch Company  
914 Forum Building  
Sacramento 14, California

CONTRACT FOR: Rearrangement of Main Canal, Rose Spring Ditch and Related  
Facilities

LOCATION: Folsom Reservoir Project, near Folsom, California

PAYMENT TO BE MADE BY: Disbursing Officer, Corps of Engineers  
1209 - 8th Street  
Sacramento, California

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to allotments below enumerated:

21X3122 CONSTRUCTION, GENERAL, CORPS OF ENGINEERS, CIVIL

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This contract is authorized by the following laws:

The Flood Control Act of 1944  
Public Law 356, 81st Congress, 1st Session

Approved by:  SEP 17 1954  
Commissioner, Bureau of Reclamation

Approved by authority of Chief of Engineers

  
A. E. HARRIS  
Colonel, JACC (CE)  
Chief, Legal Division, OCB

1 # 1  
EXHIBIT SJWD-10

Contract No. DA-04-167-eng-610

CONTRACT FOR RELOCATION, REARRANGEMENT, OR ALTERATION OF FACILITIES

This contract entered into this 12th day of April 1954, between THE UNITED STATES OF AMERICA, (hereinafter called "Government"), represented by the Contracting Officer executing this contract, and the North Fork Ditch Company, a corporation organized and existing under the laws of the State of California, having an operating office in the City of Sacramento, in the State of California (hereinafter called "the Contractor"), WITNESSETH THAT:

WHEREAS, the Government has undertaken the development of a project for flood control, irrigation and other purposes known as the Folsom Dam and Reservoir, located at or near Folsom, California (hereinafter called "the Project"); and

WHEREAS, the Contractor now is maintaining and operating, and for over ninety-five (95) years last past has maintained and operated, facilities for the diversion, transportation and distribution of water, consisting of a diversion dam, canals, ditches and appurtenances, which interfere with the use of the project by the Government; and

WHEREAS, the Contractor and the Government entered into Contract No. DA-04-167-eng-182 for the partial relocation, rearrangement or alteration of the facilities of the Contractor and Supplemental Agreement No . 1 to said Contract No. DA-04-167-eng-182 in order to eliminate interference with the construction of the Project; and

WHEREAS, the Pacific Gas and Electric Company and the Government entered into Contract No. DA-04-167-eng-440 for the relocation of certain facilities for the transmission of electric energy in order to eliminate their interference with the Project; and

WHEREAS, the Contractor possesses certain rights in and to the waters flowing in the North Fork of the American River, said rights being based on a filing in the records of the County of Placer, State of California, in 1853; an adjudication of said filing in 1899 in the Superior Court of the County of Sacramento, State of California, Action No. 7815, Judgment No. 5353, and on Permit No. 4009 issued on 26 October 1932 by the Division of Water Resources of the State of California; subsequent diversion and usage in whole or in part continuously since that time; and application and devotion of said rights and said water to beneficial use; and

WHEREAS, it is necessary for the completion of said project by the Government that the said facilities be removed or altered in order to accommodate the project; and

WHEREAS, the Contractor is agreeable to the removal or alteration of its facilities as herein provided in order to eliminate such interference, provided that the right of the Contractor to continue to use said water and to devote same to the public use is not lost or impaired; and

WHEREAS, said Contractor is entitled to full compensation for the taking of its property;

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

ARTICLE 1. Obligations of the Contractor.

(a) The Contractor shall:

(1) In addition to the abandonments pursuant to Articles 1(b) and 1(c) of the said Contract No. DA-04-167-eng-182 and Paragraph 1(a) of the said Supplemental Agreement No. 1 to Contract No. DA-04-167-eng-182, abandon unto the Government upon construction of the earthen plug in the main canal of the Contractor pursuant to Article 2(a)(4) hereof all facilities of the Contractor, except those to be

salvaged by the Contractor pursuant to Article 1(a)(2) hereof, lying northerly and easterly of the easterly boundary of that certain tract of land to be conveyed to the Contractor by the Government pursuant to Article 2(a)(11) hereof and within the realty acquisition line for the Project as indicated on Drawing No. AM-1-5-271, Revision No. 3, dated 26 February 1954, attached hereto and made a part hereof, saving and excepting that portion of the existing or original Rose Spring Ditch of the Contractor lying northerly or downstream from the outlet works constructed by the Government pursuant to Paragraph 2(a) of the said Supplemental Agreement No. 1 to Contract No. DA-04-167-eng-182 and within said realty acquisition line of the Project.

(2) Within one year after completion of construction of the earthen plug in the main canal of the Contractor pursuant to Article 2(a)(4) hereof, remove from within the realty acquisition line of the Project such of the facilities of the Contractor as the Contractor may elect. It is understood and agreed that within 30 days after delivery of a fully executed and approved copy of this contract to the Contractor by the Government, the Contractor will advise the Contracting Officer in writing as to the exact facilities the Contractor elects to remove and not abandon pursuant to Article 1(a)(1) hereof, that the Contractor hereby releases the Government from any and all damages to the said facilities elected to be removed by the Contractor resulting from operation of the Project during said one year removal period, that the Contractor in connection with removal operations may transport materials on the reservoir water surface, and that any of the said facilities elected to be removed by the Contractor, or any part thereof, which have not been

removed upon expiration of said one year removal period shall become and remain the property of the Government to be disposed of as the Government may elect at the Government's expense.

(3) Obey and abide by all applicable laws and ordinances of the United States of America, and of the State, Territory or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

(4) In addition to the conveyances pursuant to Articles 1(d) and 1(e) of the said Contract No. DA-04-167-eng-182 and Paragraphs 1(b) and 1(c) of the said Supplemental Agreement No. 1 to Contract No. DA-04-167-eng-182 and without additional consideration, convey to the Government by good and sufficient deed of conveyance all its right, title and interest in and to the real property lying northerly and easterly of the easterly boundary of that certain tract of land to be conveyed to the Contractor by the Government pursuant to Article 2(a)(11) hereof and within the realty acquisition line for the Project, as said boundary and acquisition line are indicated on the drawing referred to in Article 1(a)(1) hereof, saving and excepting the right of way for that portion of the existing or original Rose Spring Ditch of the Contractor lying northerly or downstream from the outlet works constructed by the Government pursuant to Paragraph 2(a) of the said Supplemental Agreement No. 1 to Contract No. DA-04-167-eng-182 and within said realty acquisition line of the Project. The Contractor shall also convey to the Government an easement across that certain parcel of land conveyed to the North Fork Ditch Company by deed recorded 18 January 1929, in Book 270 at page 53, Placer County Official Records, connecting Parcels "A" and "B"

as described in Article 2(a)(11)(I) hereof for the construction, re-construction, operation and maintenance of two 30 inch diameter culverts under the Main Canal of the Contractor together with channels leading to and from said culverts. At the same time the Contractor shall deliver to the Government releases from all liens and encumbrances caused or suffered to be placed on said property by the Contractor except taxes and assessments not due or payable and existing easements or rights of way.

(5) Upon receipt of notice from the Contracting Officer that the Government is ready to commence operation of the main pumping plant constructed pursuant to Article 2(a)(7) hereof, cease diverting water into its Main Canal from the North Fork of the American River, and upon completion of 24 hours of continuous operation of said main pumping plant that complies with the water delivery requirements of Article 4 hereof and construction by the Government of the initial earthen plug pursuant to Article 2(a)(4) hereof, drain all water from its Main Canal that can be removed by gravity through existing wasteways and spillways without pumping so that the Government may complete construction of said earthen plug.

(b) All plans and specifications prepared by the Government incident to accomplishing the construction enumerated in Articles 2(a)(2), 2(a)(3), 2(a)(4), 2(a)(5) and 2(a)(6) hereof shall be subject to the written approval of the Contractor or its authorized representative, it being expressly understood that none of said construction shall be initiated prior to said approval.

(c) Should it be determined by either of the parties hereto for any reason that the right, title and interest in and to the said real property mentioned in Article 1(a)(4) hereof shall be acquired by

condemnation or other judicial proceedings, the parties hereto shall cooperate in the prosecution of the proceedings and this agreement shall, without more, constitute a stipulation which may be filed in the proceedings and be final and conclusive evidence of the adjustments to be made to the facilities herein mentioned. It is understood and agreed that use of the Government's power of eminent domain pursuant to the foregoing shall be contingent upon and subject to the approval of the Secretary of the Army.

(d) The Contractor hereby grants to the Government the right to enter upon any or all of the lands owned or controlled by the Contractor and lying northerly and easterly of the easterly boundary of that certain tract of land to be conveyed to the Contractor by the Government pursuant to Article 2(a)(11) hereof for the purpose of constructing facilities pursuant to Article 2 hereof and of constructing the project, said right to enter to terminate upon abandonment by the Contractor pursuant to Article 1(a)(1) hereof. It is understood and agreed that the Government while exercising the foregoing right to enter shall so conduct its activities that the flow of water through the facilities of the Contractor is not impaired or contaminated more than the absolute minimum necessary to accomplish the said construction.

(e) The right, title and interest in realty cited in Article 1(a)(4) hereof shall not be conveyed to the Government by the Contractor before delivery by the Government to the Contractor of conveyances pursuant to Article 2(a)(11) hereof.

ARTICLE 2. Obligations of the Government.

(a) The Government shall:

(1) Make such surveys and prepare such plans and specifications as are reasonably necessary for the construction to be performed

by the Government hereunder. All of these plans and specifications, except those pertaining to Articles 2(a)(7), 2(a)(8) and 2(a)(9) hereof, shall be subject to the written approval of the Contractor pursuant to Article 1(b) hereof.

(2) Construct a 24-inch diameter pipe line from the discharge flange of the Rose Spring Venturi Nozzle to the Intake Works of the Rose Spring Supply Ditch, located as indicated on the drawing referred to in Article 1(a)(1) hereof.

(3) Construct a fence, having steel posts, 26" fabric, 3 strands of barbed wire and appropriate steel frame gates, around the property to be conveyed to the Contractor by the Government pursuant to Article 2(a)(11) hereof.

(4) Upon completion of the 24 hour test run of the main pumping plant as contemplated by Article 1(a)(5) hereof, construct an initial earthen plug in the main canal of the Contractor near the easterly boundary of that certain tract of land to be conveyed to the Contractor by the Government pursuant to Article 2(a)(11) hereof, remove by pumping such water remaining in said main canal upstream from the initial earthen plug as cannot be drained away by gravity by the Contractor pursuant to Article 1(a)(5) hereof, and then construct and complete the final earthen plug in said main canal.

(5) Construct a concrete lined open channel, having a capacity of 75 cubic feet per second of water, extending from the downstream face of the headwall at the downstream end of the New Hinkle Venturi Flume to and connecting with the control works at the southeast corner of the New Hinkle Reservoir and located as indicated on the drawing referred to in Article 1(a)(1) hereof.

(6) Construct an 18 inch diameter pipeline from the main canal of the Contractor to the relocated Ashland Lateral, together with concrete intake box and necessary valves and gates, to by-pass water for Ashland Lateral around New Hinkle Reservoir, said pipe and appurtenances to be located as indicated on the drawing referred to in Article 1(a)(1) hereof.

(7) Construct and/or install an auxiliary pumping unit to serve the pipe line to be constructed pursuant to Article 2(a)(2) hereof, a main pumping plant, measuring and control devices, pipe lines and appurtenances as necessary to effect the transportation and/or delivery of water pursuant to Articles 3 and 4 hereof.

(8) Transport and deliver water from the pump sump at the southeast corner of the New Hinkle Reservoir into the southerly end of the pipe line to be constructed pursuant to Article 2(a)(2) hereof in accordance with Article 3 hereof.

(9) Transport and deliver water into the southerly ends of the pipe line and channel to be constructed pursuant to Articles 2(a)(2) and 2(a)(5) hereof in accordance with Article 4 hereof.

(10) Obtain all interests in realty necessary for the construction by the Government and subsequent operation and maintenance by the Government or the Contractor as the case may be of all facilities to be constructed hereunder, excepting any realty or interests therein owned by the Contractor as of the date of this contract which can be utilized for said construction and subsequent operation and maintenance.

(11) Subject to the approval of the Secretary of the Army, convey by quit claim deed to the Contractor satisfactory title to the following described real property, consisting of two parcels:

Parcel No. 1 -

All that portion of that certain real property situate, lying and being in the County of Placer, State of California and within the South half of the Southeast quarter of Section 14 and the North half of the Northeast quarter of Section 23, T. 10 N., R. 7 E., M. D. B. & M., and more particularly described as follows:

Beginning at the intersection of the easterly right-of-way line of the Relocated Folsom-Auburn Road with the Sacramento-Placer County Line, said point of beginning bearing S.  $73^{\circ}32'30''$  E., 793.03 feet from that certain 2 inch pipe which marks the northeasterly corner of the 6.42 acre tract described in deed from Charles A. Schwartz, et al, to C. W. Clarke Co., dated 14 August 1928, and recorded in Book 205, at page 57, Sacramento County Official Records; thence from said point of beginning along said County Line S.  $85^{\circ}08'$  E., 346.1 feet to an angle point in said County Line which formerly was marked by a granite monument; thence continuing along said County Line S.  $85^{\circ}01'$  E., 595.7 feet to a point; thence leaving said County Line N.  $15^{\circ}53'$  W., 886.6 feet; thence N.  $60^{\circ}44'$  W., 499.3 feet; thence S.  $87^{\circ}57'47''$  W., 472.8 feet, more or less, to a point on a circular curve in said easterly right-of-way line of the Relocated Folsom-Auburn Road from which the center of curve bears N.  $87^{\circ}57'47''$  E., 2,950.00 feet; thence along said curve to the left an arc distance of 1,026.83 feet, more or less, to the point of beginning; saving and exceptung therefrom any part of that certain parcel of land conveyed to the North Fork Ditch Company by deed recorded 18 January 1929, in Book 270 at page 53, Placer County Official Records; and having a net area of 18.9 acres, more or less.

Parcel No. 2 -

All that portion of that certain real property situate, lying and being in the County of Sacramento, State of California and within the North half of the Northeast quarter of Section 23, T. 10 N., R. 7 E., M. D. B. & M., and more particularly described as follows:

Beginning at the intersection of the easterly right-of-way line of the Relocated Folsom-Auburn Road with the Sacramento-Placer County Line, said point of beginning bearing S.  $73^{\circ} 32' 30''$  E., 793.03 feet from that certain 2 inch pipe which marks the northeasterly corner of the 6.42 acre tract described in deed from Charles A. Schwartz, et al, to C. W. Clarke Co., dated 14 August 1928, and recorded in Book 205, at page 57, Sacramento County Official Records: thence from said point of beginning along said County Line S.  $85^{\circ} 08'$  E., 346.1 feet to an angle point in said County Line which formerly was marked by a granite monument; thence continuing along said County Line S.  $85^{\circ} 01'$  E., 595.7 feet to a point, thence leaving said County Line S.  $15^{\circ} 53'$  E., 327.9 feet, more or less, to a point; thence S.  $74^{\circ} 07'$  W., and traversing the northerly flange of a venturi nozzle in a 24 inch diameter pipe line, 41.6 feet to a point; thence S.  $15^{\circ} 53'$  E., 20.0 feet, more or less, to a point; thence S.  $74^{\circ} 07'$  W., and traversing the northerly face of a concrete pump sump, 36.0 feet, more or less, to the northwest corner of said sump, thence along the westerly face of said sump S.  $15^{\circ} 53'$  E., 8.0 feet, more or less, to the southwest corner of said sump; thence N.  $74^{\circ} 07'$  E., and traversing the southerly face of said sump, 13.1 feet to a point; thence S.  $15^{\circ} 53'$  E., 39.5 feet, more or less, to a point; thence S.  $74^{\circ} 07'$  W. and traversing the northerly face of a concrete headwall for a measuring

flume, 38.0 feet to a point on the face of said headwall; thence S. 15° 53' E., 160.7 feet; thence S. 80° 10' W., 568.3 feet, more or less, to a point on the said easterly right-of-way line of the Relocated Folsom-Auburn Road; thence along said easterly right-of-way line N. 36° 55' 03" W., 91.17 feet to the beginning of a circular curve to the right in said easterly right-of-way line having a radius of 2,950.00 feet; thence continuing along said easterly right-of-way line an arc distance of 769.07 feet, more or less, to the point of beginning; and containing 11.8 acres, more or less.

It is understood and agreed that the foregoing conveyance will satisfy the conveyance covenant contained in Articles 2(a)(2) and 2(a)(10) of the said Contract No. DA-04-167-eng-182, and will satisfy the conveyance covenant contained in Paragraph 2(d) of the said Supplemental Agreement No. 1 to Contract No. DA-04-167-eng-182 for that portion of the Rose Spring Supply Ditch lying easterly of the easterly right-of-way line of the relocated Folsom-Auburn Road in the S. E. 1/4 of Sec. 14, T. 10 N., R. 7 E., M. D. B. & M. It is further understood and agreed that the foregoing conveyance shall reserve unto the Government or be subject to the following:

(I) Perpetual right to the Government to operate and maintain a drainage channel upon and across the following described portion, consisting of two parcels, of the said real property to be conveyed to the Contractor:

Parcel "A" -

A strip of land parallel and contiguous to the northerly boundary of that certain parcel of land conveyed to the North Fork Ditch Company

by deed recorded 18 January 1929, in Book 270 at page 53, Placer County Official Records, and 100 feet wide measured normal to the respective courses of said northerly boundary.

Parcel "B" - -

A strip of land 50 feet wide, the center line of which is located as follows:

Beginning at a point on the easterly right-of-way line of the Relocated Folsom-Auburn-Road, said point of beginning bearing S. 68° 08' 53" E., 864.35 feet from that certain 2 inch pipe which marks the northeasterly corner of the 6.42 acre tract described in deed from Charles A. Schwartz, et al, to C. W. Clarke Co., dated 14 August 1928, and recorded in Book 205, at page 57, Sacramento County Official Records; thence from said point of beginning N. 65° 59' E., 25.0 feet; thence N. 13° 00' W., 85.0 feet, more or less, to a point on the said County Line; thence N. 13° 00' W., 498 feet, more or less, to a point on the southerly boundary of that certain parcel of land conveyed to the North Fork Ditch Company by deed recorded 18 January 1929, in Book 270 at page 53, Placer County Official Records.

(II) Perpetual right to the Pacific Gas and Electric Company to erect, construct, reconstruct, replace, remove, maintain and use a line of towers with such wire and cables as the said Electric Company shall from time to time suspend therefrom for the transmission of electric energy, and for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables, together with a right-of-way, on, along and in a strip of land 50 feet wide, the center

line of which is described as follows:

Beginning at an angle point in said center line, said point of beginning bearing N. 75° 20'58" E., 801.28 feet from that certain 2 inch pipe which marks the northeasterly corner of the 6.42 acre tract described in deed from Charles A. Schwartz, et al, to C. W. Clarke Co., dated 14 August 1928, and recorded in Book 205, at page 57, Sacramento County Official Records; and running from said point of beginning and angle point on the following bearings: N. 6° 35' E. and S. 14° 27' E., saving and excepting therefrom any part of that certain parcel of land conveyed to the North Fork Ditch Company by deed recorded 18 January 1929, in Book 270 at page 53, Placer County Official Records.

The foregoing described tracts, parcels and easements are delineated in detail on Drawing No. AM-1-12-571, dated 8 April 1954, attached hereto and made a part hereof.

(b) The Government agrees to deliver to the Public Utilities Commission of the State of California upon request by said Commission such necessary or required information as to costs incurred by the Government under this contract as is consistent with Government policy,

(c) The work to be performed by the Government under this Article shall be so coordinated with the operations of the Contractor as to minimize outages of and contamination of water contained or flowing in the facilities of the Contractor.

ARTICLE 3. Interim Delivery of Water. The delivery of water into the Rose Spring Supply Ditch pursuant to Paragraph 2 (b) of the said Supplemental Agreement No. 1 to Contract No. DA-04-167-eng-182 shall be accomplished by means of the auxiliary pumping plant, pipe line and appurtenances to be constructed pursuant to Articles 2(a)(2) and

2(a)(7) hereof in lieu of by means of temporary pumping facilities at Baldwin Reservoir as provided in said Paragraph 2(b) of Supplemental Agreement No. 1. All other conditions pertaining to the delivery of water into the Rose Spring Supply Ditch as enunciated in said Paragraph 2(b) of Supplemental Agreement No. 1 shall remain unchanged.

ARTICLE 4. Possession and Delivery of Water. As hereinafter provided, the Government, without additional consideration to the Government, upon completion of construction pursuant to Article 2(a)(4) hereof shall deliver into the southerly end of the pipe line and channel to be constructed pursuant to Articles 2(a)(2) and 2(a)(5) hereof the water which the Contractor under the law and this contract is entitled to divert and has diverted from the North Fork of the American River. The Contractor represents and the Government recognizes that the Contractor possesses the right to divert amounts of water to 75 cubic feet per second of the waters of the North Fork of said river, such right being based on a filing in the records of the County of Placer, State of California in 1853, an adjudication of said filing in 1899 in the Superior Court of the County of Sacramento, State of California, Action No. 7815, Judgment No. 5353, and on Permit No. 4009 issued on 26 October 1932 by the Division of Water Resources of the State of California, subsequent diversion and use in whole or in part continuously since that time, and application and devotion of the waters so diverted to beneficial use. In preservation of such right and to insure the availability to the Contractor of the amount of water from the North Fork of the American River to which the Contractor is entitled by virtue of such right, the parties hereto agree as follows:

(a) The rate of delivery of water to the Contractor by the Government at any particular time shall not exceed a total of 75 cubic feet per second.

(b) The rate of delivery of water by the Government to the pipe line constructed pursuant to Article 2(a)(2) hereof at any particular time shall not exceed  $13\frac{1}{3}$  percent of the total of 75 cubic feet per second established in (a) above.

(c) The total amount of water delivered to the Contractor by the Government in any one calendar year shall not exceed 33,000 acre feet.

(d) The Government, within the limitations established in (a) (b) and (c) above and the further limitation that the water must be devoted to a beneficial use, shall deliver to the Contractor as much water as the Contractor may request. Requests by the Contractor for delivery shall be submitted to the Contracting Officer, in writing. Requests covering the quantity and rate for each of the two delivery points involved shall cover a calendar year by months, and shall be submitted not later than the first of December of the preceding year; provided, however, that each of said rates may be amended at any time upon two days written notice, and in the event of emergency will be changed immediately.

Subject to the provisions of this contract, no interest in the water rights possessed by the Contractor shall be considered to have been transferred to the Government hereunder, and no storage space in Folsom Reservoir shall be considered as being involved in this contract, except to the minimum extent in each instance necessary to enable the Government to comply with the terms hereof and to provide at the times and in the quantities specified herein the water to be received by the Contractor and to which it is recognized the Contractor is entitled.

The terms "possesses," "possession," and "possessed by" as used with respect to water and water rights in this contract mean the act, fact, or condition of the Contractor having such control of said

water or water rights that it may legally enjoy same to the exclusion of all third parties having no better claim than itself, and that when and if a court of competent jurisdiction by final judgement establishes the legal entitlements of the Contractor as against said third party or parties as being less than the amounts herein specified the covenant delineated in this Article shall be amended to conform to said entitlements.

ARTICLE 5. Ownership. The facilities constructed hereunder, except for the facilities constructed and/or installed pursuant to Article 2(a)(7) hereof, shall be or become the property of the Contractor. The facilities constructed and/or installed pursuant to Article 2(a)(7) hereof shall remain the property of the Government, and shall be operated and maintained by the Government.

ARTICLE 6. Interference. The Contractor agrees that so long as the project is operated or maintained for the purposes as described herein that the facilities as abandoned or altered pursuant to this contract shall not be so further altered or modified nor other facilities constructed by the Contractor, so as to interfere with the operation of the project.

ARTICLE 7. Completion. The Contractor shall complete performance pursuant to Article 1(e) hereof within sixty (60) calendar days after the date of delivery of conveyances by the Government pursuant to Article 2(a)(11) hereof.

ARTICLE 8. Assignment of Claims. (a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U. S. Code 203, 41 U. S. Code 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government under this contract may be assigned to a bank, trust

company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any other provision of this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," "Confidential," or "Restricted," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

ARTICLE 9. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 10. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 11. Successors and Assigns Bound. This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE 12. Definitions. (a) The terms "Secretary of the Army" or "Head of the Department" as used herein shall have one and the same meaning; and the term "his duly authorized representative" shall mean the Chief of Engineers, Department of the Army, or an individual or board designated by him.

(b) Except for the original signing of this contract and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ARTICLE 13. Negotiated Contract. This contract is authorized by and negotiated under the following laws:

The Flood Control Act of 1944 (Public Law 534, 78th Congress, 2nd Session.)

Public Law 356, 81st Congress, 1st Session.

ARTICLE 14. Approval of Contract. This contract shall be subject to the written approval of the Chief of Engineers, Department of the Army, or his duly authorized representative, and of the Secretary of the Interior, or his duly authorized representative, and shall not be binding until so approved.

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

THE UNITED STATES OF AMERICA

*[Signature]*

EARL G. PEACOCK, LT COL CE  
By CONTRACTING OFFICER, IN ABSENCE OF

WM. J. ELY  
Colonel, Corps of Engineers  
Contracting Officer  
(Official Title)

Two witnesses:

*L. H. Jordan*

914 Forum Bldg.  
(Address)

Sacramento Cal.

NORTH FORK DITCH COMPANY  
(Contractor)

By *H. L. Roloff*  
President

215 California Street, San Francisco 11  
(Business Address)

*Josephine L. Dodson*

914 Forum Building  
(Address)

Sacramento, Calif.

I, CHRISTINA JOBST, certify that I am the Secretary of the corporation named as Contractor herein; that H. L. ROLOFF who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporated powers.

(CORPORATE SEAL)

*Christina Jobst*  
(Secretary)