



SAM YORTY
MAYOR

DEPARTMENT
OF
WATER AND POWER
THE CITY OF LOS ANGELES

COMMISSION
NATHAN O. FREEDMAN, PRESIDENT
HENRY G. BODKIN
JOHN W. LUHRING
J. STANLEY MULLIN
FRANK R. PALMIERI
OPAL L. MURPHY, SECRETARY

WATER AND POWER SQUARE
111 NORTH HOPE STREET • P. O. BOX 111
LOS ANGELES, CALIFORNIA 90054

TELEPHONE (213) 481-4211

CABLE ADDRESS: DEWAPOLA

Independence, California
February 5, 1968

EDGAR L. KANOUSE
GENERAL MANAGER
AND CHIEF ENGINEER

JOHN G. COWAN
ASSISTANT GENERAL MANAGER
AND CHIEF ENGINEER

FLOYD L. GOSS
CHIEF ELECTRICAL ENGINEER
AND ASSISTANT MANAGER

ROBERT V. PHILLIPS
CHIEF ENGINEER OF
WATER WORKS AND
ASSISTANT MANAGER

WILLIAM D. SACHAU
CHIEF FINANCIAL OFFICER

Mr. Edwin P. Pister
Fishery Biologist III
Department of Fish & Game
407 West Line Street
Bishop, California

Dear Phil:

I have discussed the proposed Rare Fish Sanctuary in the Fish Slough area with Department of Water and Power Management and I am pleased to report that the Department will cooperate in any way possible on this project. We feel the sanctuary would be a valuable addition to the valley's recreation attractions as well as an important conservation measure.

At your request we have prepared a preliminary drawing showing the facilities required as per your discussions with Department representatives.

The sanctuary would require about 21 acres of Department land. The earth fill dike will be seven feet high with a pond capacity of approximately 10 acre feet and therefore would be exempt from supervision by the Department of Water Resources.

We will prepare the necessary license agreement covering the 21 acre site as soon as you indicate that the Department of Fish and Game is ready to proceed.

Very truly yours,

ROBERT V. PHILLIPS
Chief Engineer of Water Works
and Assistant Manager
By D.L. GEORGESON

DUANE L. GEORGESON
Northern District Engineer
Los Angeles Aqueduct Division

DLG:da

DEPARTMENT OF FISH AND GAME

1416 NINTH STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-3118



AUG 9 1984

L. A. Dept. of Water and Power
Land Section Office
873 North Main Street
Bishop, CA 93514

Gentlemen:

Modification of License LA-331
Owen Valley Native Fish Sanctuary

Enclosed are the original and three copies of the above captioned license modification, executed and approved on behalf of the State. Please arrange to have the license modification signed on behalf of your Department and return two copies bearing original signatures to this office.

Inquiries concerning this transaction should be directed to me at (916) 445-4278.

Sincerely,

James L. Christopher
James L. Christopher
Business Service Officer

Enclosure

cc: K. R. Anderson, Region 5 ✓

cc: Pister, 8.14.84
KRA

FISH & GAME
REG. 5
AUG 13 1984
LONG BEACH, CA

RECEIVED

1-1984
FISH AND GAME
LONG BEACH, CA

December 19, 1983

Regional Manager - Region 5

Modification of License Agreement with LADWP Regarding Owens Valley Native Fish Sanctuary, Fish Slough, Mono County

On October 9, 1969, the Department entered with the Los Angeles Department of Water and Power into License Agreement No. LA-331, which covers the operation of a rare fish sanctuary on LADWP lands in Fish Slough, Mono County.

During the spring of 1980, we contracted with LADWP to construct a new impoundment immediately downstream from the original sanctuary. This second impoundment is proving to be very effective in preserving the native fishes of the Owens Valley.

Upon examining License Agreement No. LA-331, we found that it did not appear to cover the new impoundment and the map description in the agreement did not include the new pond. We requested that LADWP prepare an appropriate document to update the 1969 License Agreement. This has been accomplished.

Enclosed are two (2) copies of a Modification of License for License Agreement LA-331 covering the second impoundment at the Owens Valley Native Fish Sanctuary. We recommend the Director sign these documents.

Following signature by the Director, please send both copies to LADWP for final execution; Address: Los Angeles Department of Water and Power, Land Section Office, 873 North Main Street, Bishop, CA 93514. Upon approval by LADWP Management, a fully executed copy will be returned for Department files.

COPY ORIG. SIGNED BY
K. R. ANDERSON

for Fred A. Worthley Jr.
Regional Manager
Region 5

Enclosures (2)

cc: K. R. Anderson, FMS, R-5

bcc: Phil Pister, Bishop

KRA/es

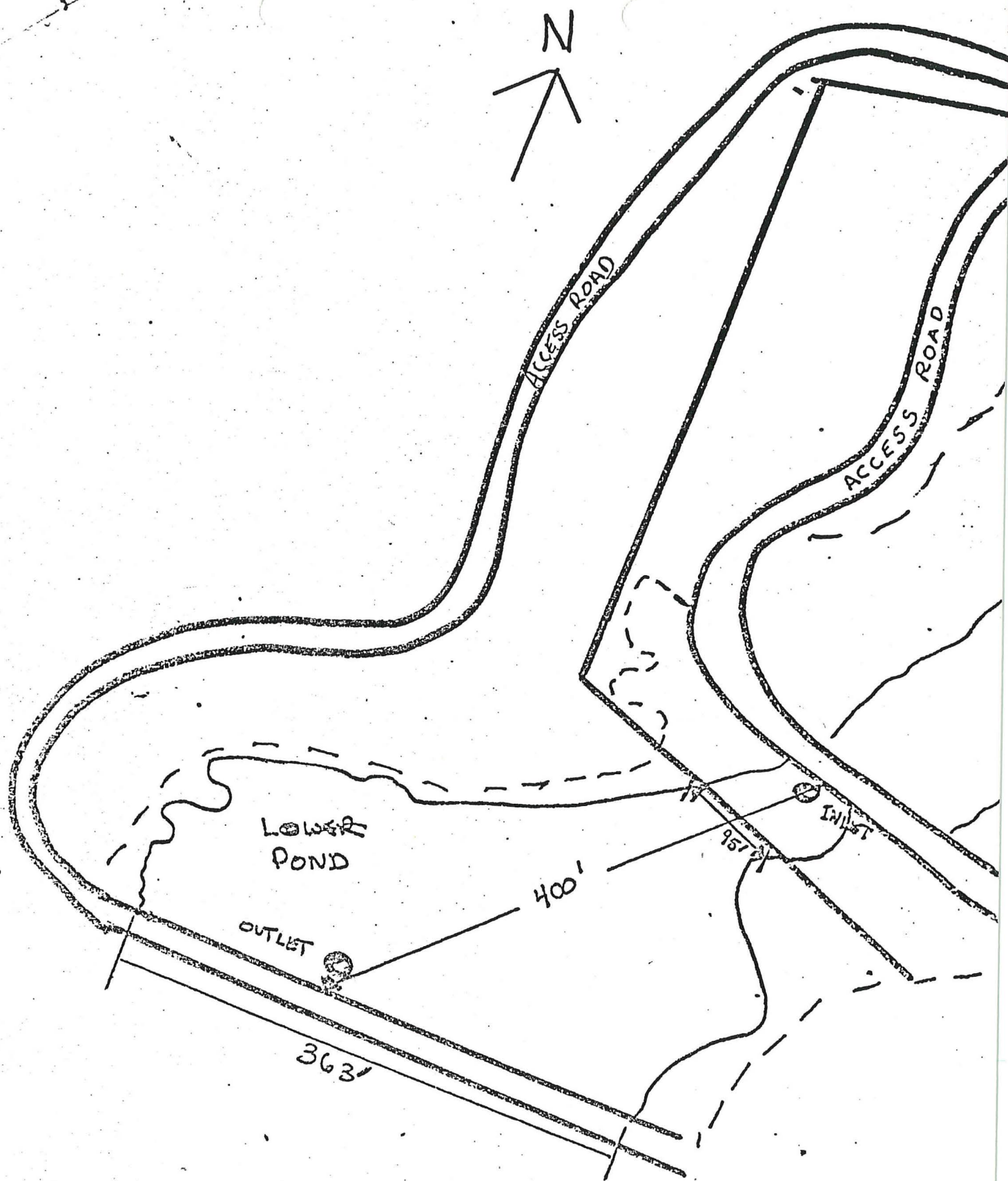
FISH & GAME

JAN 6 1984

BISHOP OFFICE

SURNAME

Anderson
12-16-83



FISH SLOUGH
PUPFISH REFUGIA

MODIFICATION OF LICENSE*Fish Slough ER*

THIS AGREEMENT, dated the first day of December, 1983, is between the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Licensor (hereinafter referred to as the Department), and the State of California, Department of Fish and Game, licensee, whose address is 407 West Line Street, Bishop, CA 93514.

By agreement dated October 9, 1969, the Department gave Licensee permission to maintain and operate a rare fish sanctuary on Department property in Fish Slough, being a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 13, Township 5 South, Range 32 East, MDB&M, County of Mono, State of California.

It is hereby mutually agreed between the Department and State of California, Department of Fish and Game that the aforementioned agreement be modified as follows: to construct an impound pond downstream from dam, approximately 400 feet long and 95 feet wide at the inlet and 363 feet wide at the outlet, located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 24, Township 5 South, Range 32 East, MDM, County of Mono, State of California. Said area is shown on the attached drawing which by reference is incorporated herein.

In all other respects, the terms and conditions as set forth in the aforementioned agreement shall remain in full force and effect.

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

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

PAUL H. LANE
GENERAL MANAGER AND CHIEF ENGINEER

By: _____

DUANE D. BUCHHOLZ
Northern District Engineer
Los Angeles Aqueduct Division
LICENSOR

DEPARTMENT OF FISH AND GAME

By: _____

Carl R. Gzym
CARL R. GZYM
Fiscal Officer

LICENSEE

LA-331



I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

By: *Carl R. Gzym*

82-1689

L I C E N S E

THIS AGREEMENT, made this 9th day of October, 1969, by and between the DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, Licensor (hereinafter referred to as the "Department"), and

STATE OF CALIFORNIA, DEPARTMENT OF FISH AND GAME

Licensee, whose address is 407 West Line Street, Bishop, California 93514.

WITNESSETH: For and in consideration of

and of the keeping and performance by Licensee of the terms and conditions hereof on its part to be kept or performed, the Department hereby gives permission to Licensee to maintain and operate a rare fish sanctuary on Department property in Fish Slough, being a portion of the SE 1/4 SW 1/4 and W 1/2 SW 1/4 SE 1/4 Sec. 13, T. 5 S., R. 32 E., S.E.B. & M., County of Mono, State of California, as more particularly shown on Drawing marked "Exhibit A", hereto attached and hereby referred to and by reference incorporated herein,

for an indefinite period commencing April 1, 1969.

IT IS UNDERSTOOD AND AGREED that the foregoing permission is given upon and subject to the following terms and conditions:

1. No greater right or permission is hereby given than the right which the Department has or by these presents can legally give.

2. Licensee hereby acknowledges title of The City of Los Angeles, a municipal corporation of the State of California, and said Department in and to the premises above described and agrees never to assail or resist the same, and agrees that Licensee's use and occupancy of said premises shall be referable solely to the permission herein given.

3. Regardless of the manner or duration of use or occupancy of said premises by Licensee and regardless of the permanent character of any works or structures constructed or installed therein or thereon by Licensee, this license may be revoked by the Department at any time by giving of ninety days' notice of revocation to Licensee, and, in the event of any failure or refusal on the part of Licensee to keep or perform any of the agreements on its part to be kept or performed hereunder, may be revoked at any time at the option of the Department by giving of notice of revocation to Licensee. Any notice hereunder to Licensee may be given by delivering the same to Licensee personally or by mailing the same addressed to Licensee at the address above given, or to such other address as the Licensee may in writing, from time to time, direct, and the giving of notice by mail shall be complete at the time of mailing. Upon any revocation of this license, the permission herein given and all rights and interests of the Licensee hereunder shall cease and terminate and Licensee shall promptly remove from the premises any and all structures, materials, works, equipment and apparatus placed thereon by Licensee and in the event of Licensee's failure so to do, the Department may remove the same entirely at the risk and expense of Licensee, severing and disconnecting the same from any adjacent works or properties to which they may be connected, as may be necessary or convenient to effect such removal, and the Licensee shall promptly pay to the Department on demand the amount of any and all reasonable charges, costs and expenses in that connection made or incurred by the Department.

4. In the event the improvement, development, maintenance or operation of any works or properties of the City or the Department necessitates the removal or relocation of any of the works or structures of the Licensee upon said premises, as the Department may determine, the Licensee at its own risk and expense shall promptly remove or relocate the same upon receipt of notice from the Department requiring it so to do.

5. In exercising the permission herein given, Licensee shall at all times observe and comply with all laws and lawful regulations applicable to the premises.

6. Licensee hereby undertakes and agrees to release, in so far as it may legally do so, hold harmless and indemnify The City of Los Angeles and its said Department and all officers and employees of each, from and against any and all claims, loss, demands, expense, damage and/or liability whatsoever, for injuries to persons or damage to property, in any manner arising by reason of the exercise or enjoyment by Licensee of any right or permission herein given or by any reason of any failure on the part of Licensee to keep or perform any of the terms, conditions or agreement hereof which, on the part of Licensee hereunder, are to be kept or performed.

7. Licensee will pay for all materials placed upon, joined or affixed to said premises by or at the instance of Licensee and will pay in full all persons who perform labor upon said premises at the instance of Licensee, and will not suffer or permit any liens of any kind or nature to be levied against said premises for any work done or materials furnished thereon at the instance or request of Licensee.

8. Licensee will at all times exercise the permission herein given in such manner as will not injure or interfere with the full use of the premises by the Department.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES

EDGAR L. KANOUSE
GENERAL MANAGER AND CHIEF ENGINEER

APPROVED:

By G. G. Myers LICENSOR

W. H. George
Northern District Engineer

Paul H. Hays
Engineer Los Angeles Aqueduct

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

By James T. Fitch
Administrative Officer

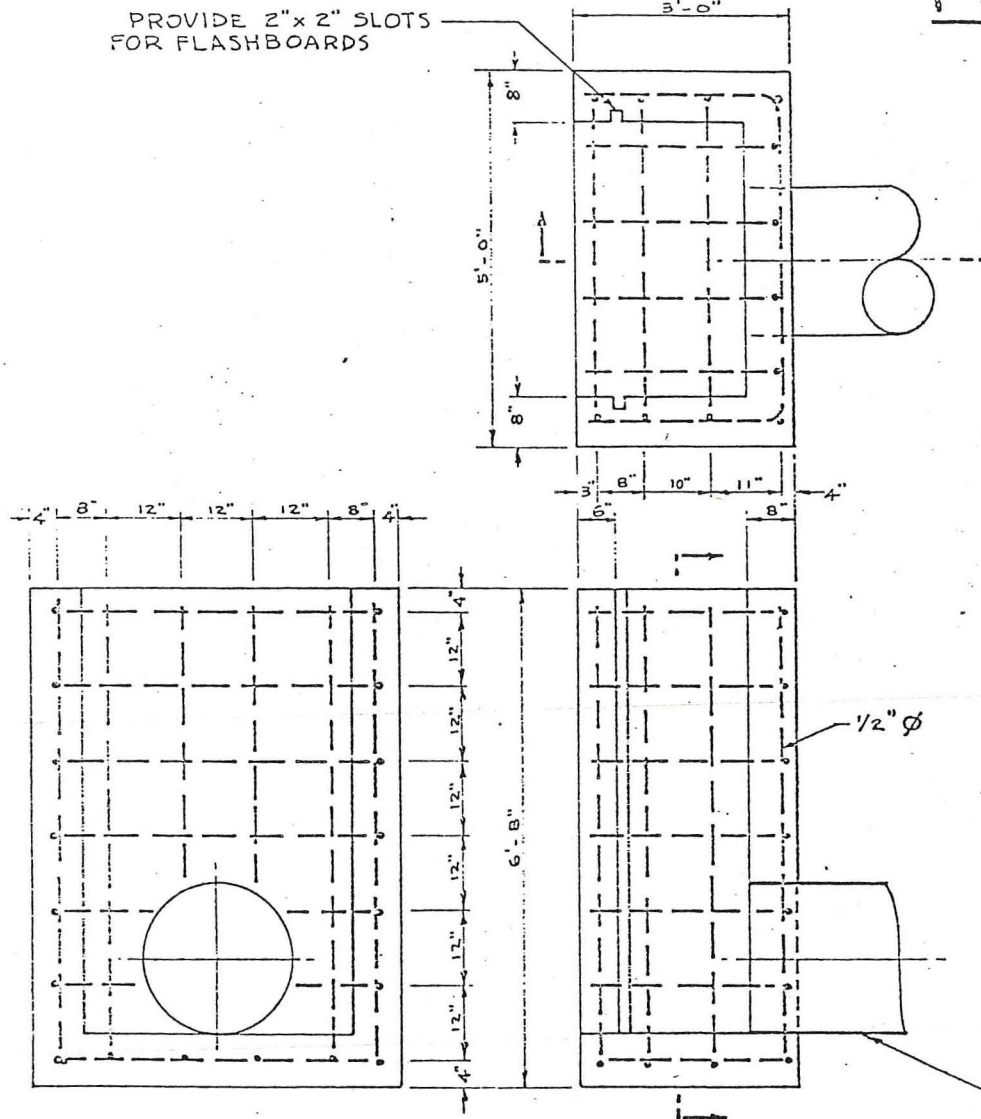
And _____
LICENSEE

APPROVED AS TO FORM AND LEGALITY
ROGER ARNEBERGH, CITY ATTORNEY

R. Arnebergh
City Attorney

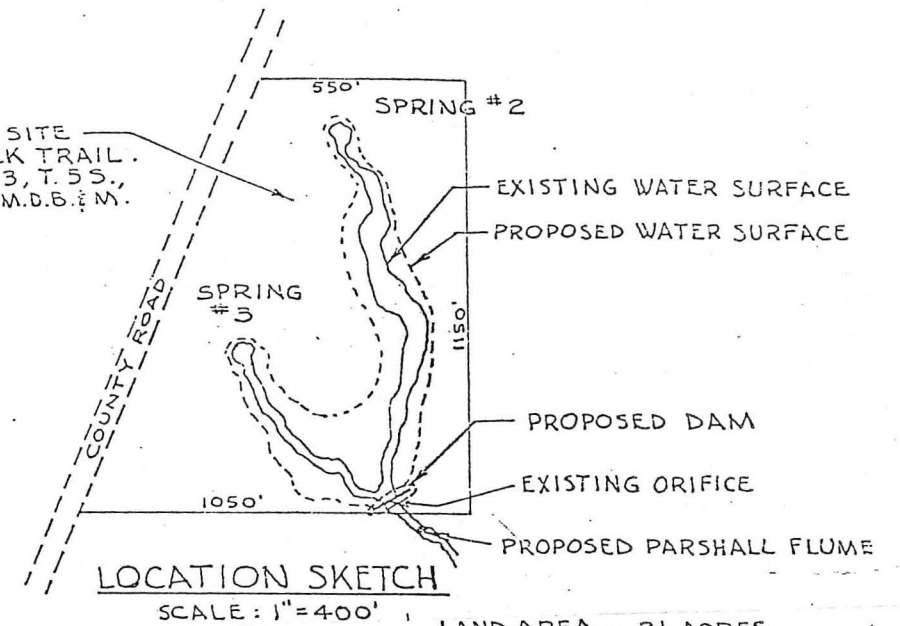


PRELIMINARY DRAWING



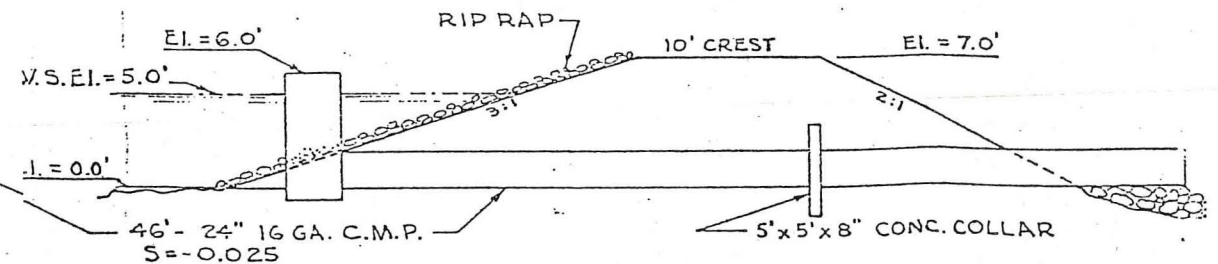
OUTLET STRUCTURE DETAIL
SCALE: 1/2" = 1'-0"

CAMP SITE
ON STOCK TRAIL.
IN SEC. 13, T. 5 S.,
R. 32 E., M.D.B. & M.



LAND AREA - 21 ACRES
WATER SURFACE - 5.6 ACRES
WATER STORAGE - 10 A.F.

AREA TO BE ENCLOSED WITH
5-STRAND BARBED WIRE FENCE
WITH POSTS SPACED AT 10'.



ELEVATIONS SHOWN
ARE RELATIVE TO BOTTOM
OF POND.

COMPACTED EARTH FILL DAM
MAXIMUM SECTION
SCALE: 1/8" = 1'-0"

EXHIBIT A

PROPOSED RARE FISH SANCTUARY
IN FISH SLOUGH AREA

REVISIONS			REFERENCES		SCALE	DATE	APPROVED	
NO.	DATE	INITIALS	DESCRIPTION	APP'D				
					DESIGNED	J.S.O. 1-68		
					DRAWN	J.B.F. 12-1-68	AS TO DESIGN	
					CHECKED		AS TO OPERATION	
					CHECKED	R.H. 12-1-68		