RDV

Effective water resource management

YOLO COUNTY

FLOOD CONTROL & WATER CONSERVATION DISTRICT

March 25, 2009

Ordered on 2009 3/1 + on revised sheets

3/27/09

RE: New Water Rates

Dear Water Contractor:

At the regular April meeting of the Yolo County Flood Control and Water Conservation District (District) Board of Directors (Board), the District will formally approve the rates discussed and agreed upon at the regular March Board meeting. There has not been ample rain fall since that time to change the water supply condition or cause reconsideration of the previously agreed upon rates.

Effective as of May 1, 2009, please change the water rates in the calculations for your water purchases to reflect the following new water rates:

Water Use Category	Water Rate
Measured Agricultural	$ 35.00 per acre-foot
Measured Non-Agricultural	$ 52.50 per acre-foot

If you have questions, please call. Thank you.

Sincerely yours,

Christy Barton

Christy Barton
Assistant General Manager

34274 State Highway 16
Woodland, CA 95695-9371
(530) 662-0265
FAX (530) 662-4982

Tim O'Halloran
General Manager

RECEIVED 10/05/25

RECORDING REQUESTED;
WHEN RECORDED RETURN TO:

Yolo County Flood Control and
Water Conservation District
A Public Agency
34274 State Highway 16
Woodland, California 95695

AGREEMENT FOR SALE OF WATER
NON-AGRICULTURAL WATER SALES WITH PRESCRIPTIVE RIGHT

This Agreement is entered into this 12th day of October, 1995, by and between the Yolo County Flood Control and Water Conservation District (hereinafter referred to as the "District") and Lucerne Water Company (hereinafter referred to as "Water User").

RECITALS

A. The District is holder of rights to store and divert water from Clear Lake for irrigation, domestic, municipal, and other beneficial uses.

B. The District, as successor to the Clear Lake Water Company, has an obligation to offer water for sale from Clear Lake to serve the dedicated service area of the Clear Lake Water Company, which includes the area proposed to be served by the Water User.

C. To the extent that the District has water supplies available from Clear Lake sufficient to meet Water User's ultimate needs, the District will allow water to be diverted by Water User as set forth in this Agreement. In the event that there is a shortage of water available from Clear Lake, municipal water use around Clear Lake shall have priority over other uses.

D. The District withdraws water from Clear Lake pursuant to the operating criteria set forth in that certain Stipulation and Consent to Entry of Judgement and Decree, filed

March 27, 1978, in the Case County of Lake v. Yolo County Flood Control and Water Conservation District (Solano County Superior Court No. 58122).

E. Pursuant to Paragraph 3 of the Stipulation, the operating criteria regulating withdrawals of water from Clear Lake do not limit the District's right, under any condition, to withdraw water from Clear Lake for municipal use within Lake County.

F. Under that Judgment entered in Yolo County Flood Control and Water Conservation District v. Stan Korth and Lucille Korth (Lake County Superior Court Civil Action No. 8704) on December 12, 1977, recorded December 12, 1977 in Volume 45 of the Judgement Book of Superior Court of Lake County, Document 128, Water User owns certain prescriptive water rights to Clear Lake (Water User's "Prescriptive Water Right"). Pursuant to its Prescriptive Water Right, Water User is entitled to divert up to 41.87 acre feet of water from Clear Lake per year for use within Water User's service area on the monthly withdrawal schedule shown on Exhibit "A", attached hereto and incorporated herein.

G. The District and Water User recognize that all withdrawals of water from Clear Lake have an impact on the amount of water available to the District for other purposes and that, therefore, all withdrawals by Water User from Clear Lake, other than under its Prescriptive Water Right shall be paid for pursuant to the provisions of this Agreement.

NOW, THEREFORE, based on the considerations recited above and the terms and conditions set forth below, the District and Water User agree as follows:

1. To the extent that the District has water supplies available from Clear Lake sufficient to meet Water User's needs, the District agrees to allow Water User to purchase water each year (in excess of the amounts Water User is authorized to divert each month under its Prescriptive Water Right) for municipal, industrial, or other non-agricultural use within its service area, as shown on Exhibit B, attached hereto and incorporated herein. Water User shall be under no obligation to take any particular amount of water in any year, but shall pay for all water diverted from Clear Lake pursuant to this Agreement, except for Water User's monthly

withdrawal right under its Prescriptive Water Right. Water diverted by Water User pursuant to this Agreement shall only be used within the service area of Water User, as shown on Exhibit B, and shall not be used in, or delivered to, areas outside such service area. Water User shall not be charged for water Water User has a right to but does not divert from Clear Lake.

2. Water User agrees that it will not divert water from Clear Lake at any location other than that set forth in Exhibit B, without the prior written consent of the District. To the extent it is authorized to do so, Water User shall prohibit all other diversions from Clear Lake within its service area, except through the diversion point set forth on Exhibit B. Water User shall pay all costs of diverting water from Clear Lake.

3. Water User, at its sole cost, agrees to place a measuring device approved by the District on its water diversion facility and to account to the District on a monthly basis for the quantities of water diverted. Water User shall, at its sole cost, keep and maintain the measuring device in good working condition. The measuring device shall be available for District inspection, upon reasonable request. Water User shall provide the District a monthly Statement of Water Usage (on forms available from the District) so that it is received by the District within 30 days of the end of each month. Although Water User Shall not pay for water diverted under its Prescriptive Water Right, Water User shall report the amount of water so used. Within 30 days from the date of District's written request, Water User shall provide the District copies of all supporting data that may be necessary to confirm the quantities of water diverted. If a Statement of Water Usage or supporting data requested by the District is not received by the District within this 30 day period, the parties agree the District shall assume that Water User diverted not less than the greatest monthly amount diverted during the previous 36 months (the "Assumed Diversion"). The Assumed Diversion amount shall be subject to increase if Water User actually diverted more water. The Assumed Diversion amount shall be subject to decrease if Water User provides the supporting data required under this paragraph to prove that Water User actually diverted less water, and the difference will be credited to Water User's account with the District less a ten percent penalty on the amount of the difference or $100.00 (whichever is greater), which shall be retained by the District.

4. Water User agrees to pay the District for all water diverted from Clear Lake each month in excess of Water User's Prescriptive Water Right at the water rates established by the District from time to time, except that, the District shall not charge Water User for water used for fighting fires or to backwash water treatment facilities so long as such [illegible] provided that Water User provides supporting data with its monthly Statement of Water Usage that documents the amounts of water used for such purposes.

5. Water User shall remit to the District payment of water charges at the time of submittal of its monthly Statement of Water Usage. All charges remaining unpaid thereafter will become delinquent and bear interest at the rate of ten percent per annum until paid in full.

6. The parties recognize that District may find it necessary to increase its water rates from time to time. The parties agree that an annual increase of not more than the greater of (a) 5%, or (b) the average percentage increase to District water users within the District, shall be considered reasonable.

7. Water User agrees that it is fully responsible for the carriage, treatment, and use of all water after it is diverted by Water User from Clear Lake, and Water User shall indemnify, hold the District harmless from, and defend it against any and all claims, lawsuits, or damages arising from Water User's diversion, sales, and use of the water covered by this Agreement.

8. This Agreement shall remain in effect until January 1, 2024, and shall be binding on and inure to the benefit of the successors and assigns of the parties, except that, this Agreement may be terminated by Water User, upon written notice to District, only if and upon a final decision of a court of competent jurisdiction, that District has no appropriative right to the waters of Clear Lake.

9. After January 1, 2024, this Agreement shall automatically be renewed for a successive ten year [illegible] terms, until such time as either party shall give notice to the other

party of its desire not to renew. Such notice shall be made in writing no less than 60 days in advance of the scheduled renewal date.

October 12, 1995
Date

YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT:

GENERAL MANAGER

Attest:

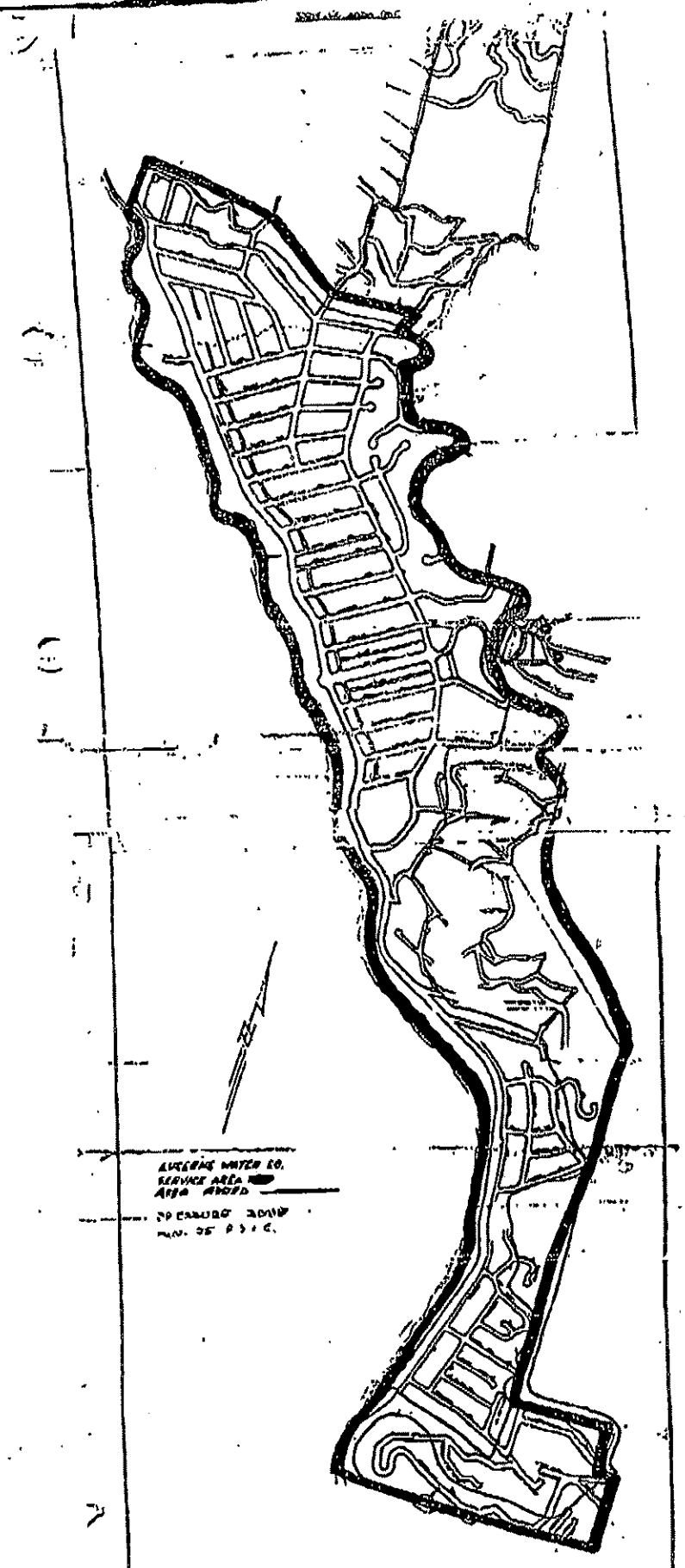
ASSISTANT SECRETARY

9-28-95
Date

LUCERNE WATER COMPANY:

RECEIVED TIME DEC. 10. 12:30PM

EXHIBIT A

	Cubic Feet	Acre Feet
OCTOBER	175,800	4.05
NOVEMBER	80,500	1.85
DECEMBER	73,200	1.68
JANUARY	49,000	1.12
FEBRUARY	41,000	0.94
MARCH	62,000	1.42
APRIL	85,000	1.95
MAY	97,000	2.23
JUNE	211,000	4.84
JULY	286,000	6.57
AUGUST	392,000	9.00
SEPTEMBER	271,000	6.22
		41.87

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