



AGREEMENT ESTABLISHING TERMS AND CONDITIONS FOR IRRIGATION OF LANDS OUTSIDE OAKDALE IRRIGATION DISTRICT BOUNDARIES

This Agreement made and entered into as of this ____ day of _____, 2022, by and between _____ (hereinafter referred to as “Applicant(s)”), and Oakdale Irrigation District (“District”) using “surplus water” in 2022, an irrigation district organized and existing under and by virtue of Division Eleven of the Water Code of the State of California (hereinafter referred to as District).

The Applicant(s) has requested that “surplus water” be made available for irrigation to APN _____, located at _____, _____, CA for the 2022 irrigation season. The Applicant’s projected out-of-District water demand between the date of this Agreement and June 30, 2022 is _____ AF.

Terms and Conditions

1. Eligible Lands:

- a) Water for irrigation of lands outside the District’s boundaries will only be made available to lands that are already irrigated and developed and can receive OID water from existing permanent or proposed temporary delivery facilities.
 - i. The area within the real property proposed for water service must be cultivated with crops and under irrigation as of August 31, 2018 with access to a water source other than OID surplus water sufficient to irrigate the irrigated acreage.
 - ii. All water delivery turn-out locations are anticipated to have an accurate measurable metering device to record water flow and or volume. If there is no such device, at the determination of the Water Operations Manager, water usage will be determined using Evapotranspiration (ET) data and applying a 70% irrigation application efficiency to all deliveries of water.
 - iii. Installation of new “temporary” private turn-out and irrigation facilities located within District’s rights-of-way or on private property for the purpose of the diversion of surplus water shall be so installed with the prior approval of OID’s Water Operations Manager. Such installations shall not impede the District’s on-going operations and maintenance programs.
 - iv. Any unauthorized private facilities or private facilities found to impede OID’s operations and maintenance will be removed by the Applicant(s) or by the District at the Applicant’s expense. The

Applicant shall be responsible for any damage to OID facilities caused by the Applicant(s) or the Applicant(s) operations.

- b) Water for irrigation of lands outside the District's boundaries will only be made available to individual parcels that are 10 acres or larger in size, or a group of parcels under the same ownership that receive water through a single point of delivery and have a total combined parcel acreage of 10 acres or larger in size. The only exceptions to this requirement are APNs: 010-027-005 & 010-027-007 (Orange Blossom Park) and fringe parcels in accordance with the Fringe Parcels Water Allocation Policy adopted by Resolution No. 2017-07 on January 18, 2017.
2. Applicant(s) are the owner of the real property described above.
 3. The above described property is within the District's sphere of influence. Upon request, those with lands partially or completely outside the OID Sphere of Influence must provide proof to OID that another district/agency's services will not be impacted.
 4. This Agreement is subject to delivery of "surplus water" for the 2022 irrigation season only. The District is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside the District's boundaries.
 5. The District's projected 2022 allocation is anticipated to be sufficient to meet the in-District irrigation demand, and any allocation above 245,000 AF will be considered surplus during the 2022 irrigation season.
 6. The above described property shall demonstrate that an on-farm irrigation efficiency of seventy (70) percent or greater will be achieved. The ability to achieve this efficiency will be evaluated by the District's Water Operations Department. However, the burden is on the Applicant(s) to prove that a seventy (70) percent, or better, on-farm irrigation efficiency will be maintained.
 7. Upon request, the Applicant(s) shall provide a plan to ensure that no agricultural tail water will leave the property. This plan will be evaluated by the District's Water Operations Department and requires the approval by the District's General Manager.
 8. The use of "surplus water" shall be for agricultural purposes only and the Applicant(s) shall demonstrate that the water received is put to reasonable and beneficial uses at all times. Non-beneficial uses include water for lawns, pasture without livestock benefit, recreational ponds, and other practices as determined by the Water Operations Department. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.
 9. Should the Applicant(s) wish to be billed by volume (per acre-foot), a measuring device approved by the OID Water Operations Manager and accessible to OID employees must be installed for the receipt of water.

- a) Applicants without a measurable delivery will be subject to the measurement options provided and made available by the OID's Water Operations Manager on a case-by-case basis for billing purposes.
10. All private facilities intended to be located within District's rights of way beyond the term of this agreement shall be so installed under a District Encroachment Permit.
11. Applicant(s) agree to comply with the District's Rules and Regulations for the Distribution of Water in the Oakdale Irrigation District. Non-compliance with any policy or rules of the District will result in immediate cessation of water delivery by the District.
12. Upon request, Applicant(s) must provide proof of membership in the appropriate Water Quality Coalition.
13. Applicant(s) agree to provide direct vehicle ingress and egress to the District's agents during the term of this agreement, to ensure the terms and conditions of this agreement are being met.
- 14. The District is under no obligation, either now or in the future, to furnish, construct or maintain any diversion or service structures or facilities on behalf of the above described property.**
- 15. The District is under no future obligation beyond the term of this agreement to deliver water to any diversion or service structures or facilities on behalf of the above described property.**
16. Out-of-District lands will only be provided surface water from OID's pre-1914 water right. Based on unimpaired flow and OID water use in average years, OID anticipates having pre-1914 water available through June for out-of-District use. However, availability will vary from year to year with in-District demand and hydrology. The District will make up to a cumulative total of 5,000 AF of out-of-District water available during the 2022 irrigation season for as long as "surplus" pre-1914 water is available.
17. The Applicant(s), in its application, has made a request for water delivery and the District has agreed to make the requested water available subject to the following conditions:
- (a) The District will strive to meet the Applicant's projected water demand. However, the District does not guarantee delivery nor availability of out-of-District water.
 - (b) Water purchased/delivered may not be re-sold.
 - (c) Water purchased/delivered may not be used to expand irrigated acreage.
 - (d) If there is CEQA challenge to the delivery of out-of-District water deliveries for 2022, or any other legal, administrative or regulatory action against the out-of-District delivery, then the District will immediately cease 2022 out-of-

District water deliveries.

18. To avoid any delinquencies, payment for all out-of-District water deliveries is due within 30 days of the date of each invoice. All OID water deliveries to the parcel(s) (out-of-District and in-district, if applicable) will be held until payment is received in full on any delinquencies.
19. Upon termination of this agreement, the Applicant(s) agrees to pay all costs incurred with retiring those facilities that are no longer needed for water deliveries as determined by the District.
20. Applicant(s) hereby acknowledges that the District sells water as a commodity only and not as a guaranteed service, and therefore agrees to hold the District, its officers, agents, and employees free and harmless from any liability or damage, including loss of profit or prospective business advantage, which may occur, arise or result from defective water quality, water shortage, fluctuation in flow or interruptions in service.
21. This Agreement shall terminate at the conclusion of the 2022 irrigation season; notwithstanding any violations of this Agreement as described above.

Water Charge for Surplus Water in 2022

The Charge for the receipt of “surplus water” shall include:

1. A \$100 annual filing fee for the processing of the application.
2. \$125 an acre foot multiplied by the acre feet of water delivered in each billing period.

OAKDALE IRRIGATION DISTRICT

Steve Knell, P.E.
General Manager/Secretary

Date

OWNER(S)

Owner

Date

Address:

Telephone:

DISTRICT USE ONLY

- Prepare deposit allocation sheet for multiple parcel agreements to attach to payment.
- If parcel(s) are not in Storm, then setup in Storm.
- Add out-of-District billing code to Storm parcel(s).
- Scan and email agreement to the Water Operations Manager.

Adopted by Resolution No. 2022-__ on April 5, 2022