

Anderson-Cottonwood Irrigation District

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Audie Butcher, Director
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Stan Wangberg, GM/Sec

BOARD OF DIRECTORS AGENDA

FEBRUARY 1, 2012

SPECIAL MEETING - 11:30 A.M.

DISTRICT OFFICE

2810 SILVER STREET – ANDERSON, CALIFORNIA

PARTICIPATION BY PUBLIC IN MEETING

To address the Board on any particular issue, please fill out and submit a Speaker Request Form prior to the start of the meeting. Each speaker will be limited to one three (3) minute opportunity to speak per agenda item, unless the Board makes an exception due to special circumstances.

Effective July 1, 2008, the Brown Act requires any non-confidential documents or writings distributed to a majority of the Board of Directors less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

Pursuant to the State's Open Meeting Law, the legislative body or its staff may briefly respond to comments or questions from members of the public; and if deemed necessary, refer the subject for follow-up and/or to schedule the matter on a subsequent Board agenda.

The Brown Act prohibits the Board from taking action on any item not placed on the printed Agenda in most cases.

- 1. CALL TO ORDER**
- 2. PRESENTATIONS - *NONE*.**
- 3. DISCUSSION / INFORMATION ITEM - *NONE*.**
- 4. PUBLIC PARTICIPATION**
- 5. ACTION ITEMS**
 - 5.1 CONSIDER RESOLUTION 2012-01 FOR GRANTING AN EASEMENT TO PG&E FOR NEW SERVICE TO AN ACID PRODUCTION WELL NEAR RHONDA ROAD IN COTTONWOOD (SEE ATTACHED DOCUMENTS).
 - 5.2 CONSIDER DRAFT REVISION OF THE RULES AND REGULATIONS FOR ANDERSON-COTTONWOOD IRRIGATION DISTRICT (SEE ENCLOSED DRAFT).
 - 5.3 CONSIDER 2012 APPLICATION AND AGREEMENT FOR WATER (SEE ENCLOSED DRAFT).
- 6. ADJOURNMENT**

RESOLUTION 2012-01

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ANDERSON-COTTONWOOD IRRIGATION DISTRICT
TO GRANT A NON-EXCLUSIVE UTILITIES EASEMENT TO
PACIFIC GAS & ELECTRIC COMPANY**

WHEREAS, Anderson-Cottonwood Irrigation District is preparing to construct a groundwater production well adjacent to its main canal west of Rhonda Road in Cottonwood, California; and

WHEREAS, it will be necessary to install new commercial power service to operate the electric pump at this site, and District staff has coordinated the planning and design of this service with Pacific Gas & Electric Company (PG&E) staff; and

WHEREAS, a new right of way is required for the electric service and pole line relocation to serve the new well and pump, and the new right of way is proposed upon District property as described in the attached documents, including:

- Easement Deed
- PG&E Design Drawing R-7348 for Electric Extension to A.C.I.D.
- Grant of Easement Disclosure Statement

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Anderson-Cottonwood Irrigation District does hereby authorize the granting of an easement to PG&E upon Shasta County Assessor Parcel Number 086-280-009 as described in the attached Easement Deed and Design Drawing R-7348; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the General Manager of Anderson-Cottonwood Irrigation District is authorized to sign the Easement Deed and any other documents necessary for the creation and recordation of this Easement.

PASSED AND ADOPTED this 9th day of February, 2012 at Anderson, California, the following Directors voting thereon:

Aye:
No:
Abstain:
Absent:

President of the Board of Directors

Attest:

Secretary to the Board of Directors

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
Land Services Office
3600 Meadowview Drive
Redding CA 96002

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

EASEMENT DEED

ANDERSON-COTTONWOOD IRRIGATION DISTRICT, a public body of the State of California,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situate in the County of Shasta, State of California, described as follows:

(APN: PTN 086-280-009)

A strip of land of the uniform width of 40 feet as shown on Exhibit "A" attached hereto and made a part hereof, situate in the northwest quarter of the southwest quarter of Section 2, Township 29 North, Range 4 West, MDM.

Said facilities and easement area are described as follows:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures and appurtenances, as Grantee deems necessary for the distribution of electric energy and communication purposes located within said 40 foot strip.

DUPLICATE

Grantor further grants to Grantee the right, from time to time, to trim or to cut down any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor shall not erect or construct any building or other structure or drill or operate any well within said easement area.

Grantor further grants to Grantee the right to assign to another public utility as defined in Section 216 of the California Public Utilities Code the right to install, inspect, maintain, replace, remove and use communications facilities within said easement area (including ingress thereto and egress therefrom).

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "B", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Dated: _____, _____.

ANDERSON-COTTONWOOD
IRRIGATION DISTRICT

By _____

By _____

I hereby certify that a resolution was adopted
on the _____ day of _____, 20____,

by the _____

authorizing the foregoing grant of easement.

By _____

Title _____

State of California
County of _____)

On _____, before me, _____,
Here insert name and title of the officer

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

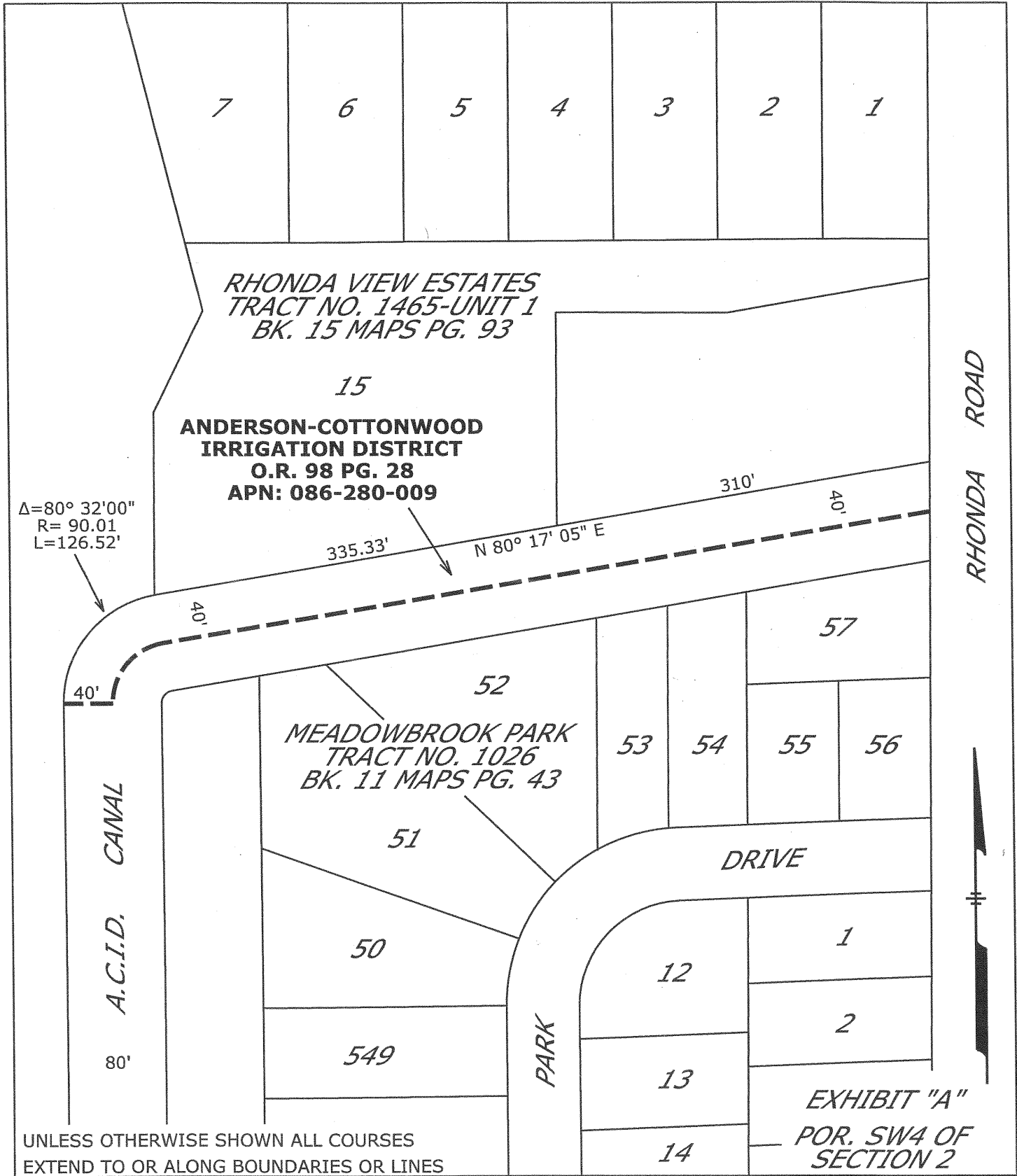
WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____



UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG BOUNDARIES OR LINES

Applicant: **ELECTRIC EXTENSION TO A.C.I.D. - COTTONWOOD** SCALE: NONE DATE: 12/19/11

SECTION 2	TOWNSHIP 29N	RANGE 4W	MERIDIAN MDM	COUNTY OF: SHASTA	CITY OF:
PLAT MAP S-32-21 REFERENCES				F.B.:	DR. BY: SMC
PG&E		NO. VALLEY DIVISION	30878931 AUTHORIZ	R-7348 DRAWING NO.	

EXHIBIT "A"
POR. SW4 OF SECTION 2

RHONDA ROAD

A.C.I.D. CANAL

PARK DRIVE

Pacific Gas and Electric Company



EXHIBIT "B"

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E's applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E's applicant requesting the extension of PG&E utility facilities to the applicant's property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E's contractors perform this work on your property, if available, or granting permission to PG&E's applicant or the applicant's contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E's applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant's contractor, to work on your property. Upon completion of the applicant's installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

North Valley Area 6
Redding Land Service Office
Operating Department Electric Distribution
USGS Loc: M.D.M. T.29N., R.4W., Section 2: NW4/SW4
FERC License Number(s): N/A
PG&E Drawing Number(s): R-7348
PLAT NO. S-32-21
LD of any affected documents: N/A
LD of any Cross-referenced documents: N/A
TYPE OF INTEREST: 3, 6 & 43
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed) N/A
Order # or PM #: 30878931
JCN: N/A
County: Shasta
Utility Notice Numbers: N/A
851 Approval Application No. _____ Decision _____
Prepared By: SMc
Checked By: JAT
Revision Number: N/A

ANDERSON-COTTONWOOD IRRIGATION DISTRICT

RULES AND REGULATIONS



Governing the Distribution and Use of Water

Adopted: March 26, 1918
Revised: June 3, 1952
January 16, 1986
March 16, 1993
March 11, 2004

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RULES AND REGULATIONS

INTRODUCTION

The Anderson-Cottonwood Irrigation District is a government agency acting under and by virtue of Division 11 of the California Water Code. It is governed by a Board of Directors (“Board”) that is elected by the voters of the District. The District operates for the sole benefit of the lands and the people situated within the District boundaries. The benefits people within the District derive from the District will be measured by the extent to which the people within the District and the District’s employees and Board of Directors cooperate to make the District a success.

These rules and regulations are adopted pursuant to California Water Code Section 22257 to effect an orderly and equitable distribution of water within the District, and a procedure for the operation, maintenance, repair and replacement of District facilities.

The District office is located at 2810 Silver Street, Anderson, California, 96007. The regular meetings of the Board of Directors are on the second Thursday of each month, beginning at 6 p.m.

The records of the District are open to the public for inspection during office hours, subject to certain confidentiality limits. Landowners and water users may avail themselves of this source of information.

RULE 1. COMPLIANCE WITH RULES

Compliance with each and all of the following rules shall be a condition precedent to the delivery of water to any irrigator. Such condition shall be acknowledged as part of the Application and Agreement for service as indicated by the customer's signature thereon. In case a specific penalty is not provided herein for violation of any rule, then and in that event, if any irrigator fails to comply with any of the Rules or any part thereof, the water deliveries may be suspended from such irrigator at any time until the violation is remedied to the satisfaction of the District's General Manager.

RULE 2. MANAGEMENT

The operation and maintenance of the canals and works of the District shall be under the management of the District's General Manager. Only persons authorized by the General Manager may operate any part of the District's irrigation facilities.

The General Manager will employ such ditchtenders and other personnel as may be authorized by the Board for the operation and maintenance of the system.

RULE 3. APPLICATION AND AGREEMENT FOR WATER SERVICE

Annually, on or before March 15th of each year, each irrigator shall file with the District office a written application and agreement on forms supplied by the District specifying the number of acres to be irrigated. All acreage to be irrigated shall be applied and paid for in advance at the beginning of the irrigation season. Failure to file an Application and Agreement and the appropriate water service charges by the specified due date may result in temporary or permanent denial of water deliveries. The District reserves the right to measure irrigated acreage for verification purposes.

RULE 4. CHARGES FOR WATER SERVICE

The rates and charges for irrigation water service will be fixed each year before the application due date, and the date for payment of the same shall be determined each year by order of the Board.

The rates and terms of payment for water for non-irrigation purposes shall be determined by the Board from time to time in instances where such use is permitted by Board order.

RULE 5. WATER SERVICE BILLINGS

Water users who choose to use the two-installment payment option may be mailed a reminder approximately 30 days prior to the due date.

RULE 6. UNPAID CHARGES AND REFUSAL OF SERVICE

All charges for water service remaining unpaid on December 31st of each year in which irrigation water was used will be subject to a lien being filed at the County Recorder's office against the land upon which the water was used.

As provided for by Sections 25806 and 25807 of the Water Code of the State of California, unpaid water charges and penalties may be included on the County property tax bill by the County Auditor in the following tax year.

The District reserves the right to refuse or to discontinue service to any customer who is in default in the payment of water charges, and to any land upon which water charges are delinquent, until such delinquent charges and penalties have been paid in full.

If the District finds it necessary to temporarily or permanently terminate irrigation service to any property for violation of any of the rules set forth herein, there will be no credit given for water not taken as a result of that termination.

RULE 7. CONTROL OF WORKS

No gate, takeout, siphon, or other structure or device shall be installed or placed in any facilities of the District except with the written consent of the General Manager and then only in the manner directed by him. No persons shall interfere with any facilities of the District without permission of the General Manger or his authorized representative.

RULE 8. POINT OF DELIVERY

Water will be delivered to landowners at a convenient point on the existing District facilities, the exact point to be determined by the General Manager. The District is not obligated to construct any extensions to its existing conduits. A landowner desiring new service must pay for the construction of an adequate take-out box and necessary appurtenances in the District's existing facility. The landowner will be responsible for construction of facilities to transport water from the District facilities to his land.

RULE 9. ROTATION AND APPORTIONMENT

Water will be furnished in rotation to each irrigator. The District will adhere to a 14-day rotation period to the extent possible, although this period may be longer or shorter due to conditions outside the District's control or as determined by the General Manager. Ditchtenders will endeavor to give advance notice, personally or through others, to irrigators of the approximate time their rotation will start. Any irrigator not taking water when his turn arrives may forfeit his right during that rotation. The District will endeavor to equitably apportion the available water supply, and to deliver a sufficient flow of water for a period of time that is adequate to efficiently irrigate land within the District .

The period of time for which water is delivered has been established by the District's Policy for Water Deliveries (Appendix A), and may be adjusted by the General Manager. Reasonable adjustments of time shall be made solely at the General Manager's discretion, based on the General Manager's assessment of existing conditions.

RULE 10. UNAUTHORIZED TAKING OF WATER

Persons interfering with the regulation or delivery of water in the facilities of the District are subject to prosecution. Any person taking water without permission of the General Manager or ditchtender shall not only be subject to criminal prosecution, but may also forfeit the right to water on the next rotation. Flagrant or

repeated unauthorized taking of water may result in the termination of service to the irrigator for the remainder of that year. In the event of either temporary or permanent termination of service, no refunds of water service charges will be granted.

RULE 11. RECAPTURE OF WATER

All water introduced into the District by the District facilities remains District water and is subject to redirection and reuse by the District for the benefit of its customers. All such water, whether drainage or seepage water, intercepted and put to beneficial use will be charged for at the rates established by the District.

RULE 12. WATER USE

Water must be used continuously by the irrigator throughout the period of delivery. If water is wasted, or inefficiently or improperly used, the General Manager may refuse further delivery of water until the cause of waste or inefficient or improper use is removed. The General Manager may also levy appropriate monetary penalties for waste or inefficient or improper use.

RULE 13. PRIVATE IRRIGATION FACILITIES

Before water is delivered to a private or non-District irrigation facility, the facility shall be in proper condition to receive and convey water efficiently. All such facilities must be kept free from weeds and other obstructions to flow. Failure to comply with this rule will be sufficient cause for refusal to deliver water or to suspend deliveries to such facilities.

Water occurring on land due to improper maintenance of private irrigation facilities will be charged to the owner of that land. Written notice will be sent to the landowner receiving the water advising of the need to correct the maintenance problem. If no response or action is taken by the landowner to correct the improperly maintained facility on his land, a charge and penalties may be levied against the land by the District.

RULE 14. ON-FARM IRRIGATION AND DRAINAGE FACILITIES

Irrigators will be required at all times to keep their ditches and facilities for conveying and distributing water on their property in good condition so that water can be used without undue loss or waste of time, and without damage to other lands. Lands must be leveled and prepared so that water can be distributed without waste and landowners shall construct adequate drainage facilities so that adjacent land will not be damaged. The General Manager may refuse to deliver water to an irrigator whose ditches and structures are in such condition or whose land is prepared so that water cannot be distributed efficiently.

RULE 15. ACCESS TO LAND

The agents of the District will have free access at all times to the property being supplied with water from the District's system for the purpose of examining the lands irrigated, the flow of water thereon, the District's irrigation facilities, and any private canals, ditches or drainage facilities.

RULE 16. OBSTRUCTIONS OF DISTRICT RIGHTS OF WAY

No building or structure shall be constructed, and no trees, vines, or bushes shall be planted upon District rights of way unless specifically permitted by the General Manager. Cross fences on District rights of way shall be constructed in the manner directed by the General Manager with gates to permit passage along canal banks by ditchtenders and District equipment and to permit maintenance work to be done, and in a manner that will not interfere with the flow of water.

Any obstructions on District rights of way interfering with District operation and maintenance activities may be removed by the District without notice and the cost of removal may be charged to the landowner.

RULE 17. DAMAGE TO DISTRICT FACILITIES

The cost of repair for any damage to District facilities caused by any person or by livestock may be charged to the responsible party including the owner of the livestock or the owner of the land.

RULE 18. NUISANCES

No tree or vine pruning, brush, weeds, grass, rubbish, swill, garbage, manure, or refuse, or dead animal matter from any barnyard, stable, dairy, or hog pen, or other material or substance that will become offensive to the senses or injurious to health or injuriously affect the quality of water, or obstruct the flow of water or result in the scattering of seeds or noxious weeds, plants, or grasses, shall be placed or dumped in any facility of the District or be placed or left so as to roll, slide, flow, or be washed or blown into any such facility. Any violation of this rule will subject the offender to prosecution. All employees of the District are especially urged to cooperate in its enforcement.

Installation of septic tanks, water closets or privies in a location which would result in pollution of the water in a facility of the District is a misdemeanor.

Unauthorized or unapproved drainage of imported water, including stormwater runoff, into District facilities is prohibited.

RULE 19. NON-LIABILITY FOR DAMAGES

Neither the District, its officers nor employees will be liable for any damage of any kind or nature resulting directly or indirectly from any facilities not owned by the District or the water flowing therein, or by reason of lack of capacity therein or for the negligent, wasteful, or other use or handling of water by users thereof.

All water furnished by the District flows through many miles of open ditches and is therefore subject to pollution, shortages, fluctuation in flow, and interruption in service. Ditchtenders are forbidden to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries and every user putting the water to other uses does so at his own risk and by doing so

assumes all liability for, and agrees to hold the District and its officers and employees free and harmless from liability and damages that may occur as a result of the defective water quality, shortages, excess flow, fluctuation in flow, and interruptions in service.

Pumping of District water by users is done at the users' risk and the District, its officers and employees assume no liability for damages to pumping equipment or other damages as a result of turbulent water, or shortage or excess of water or other causes.

Nothing contained in these rules shall be construed as an assumption of liability on the part of the District, its Directors, officers, or employees for any damages occasioned through the improper construction, maintenance or use of District facilities, or the delivery or failure to deliver water, or the waste of water, or by permitting the flow of water, or turning water in any facility, or to any land.

The District assumes no responsibility or liability for the rate of flow of water to landowners who install conduits, open ditches, or take-outs with less capacity than previously available to the land under irrigation. It is the responsibility of the water users and landowner to ensure proper size of the pipeline, conduit, open ditch, or take-out to continue water capacity as previously received by land under irrigation.

APPENDIX A

ANDERSON-COTTONWOOD IRRIGATION DISTRICT

POLICY FOR WATER DELIVERIES

(Revised November 13, 1997)

The purpose of this policy is to aid in better rotations. When a water user holds the water for an extended period of time, it results in extending the rotation.

It is the duty of the ditchtender to keep the water moving in a timely manner.

- The ditchtender may take the water when conditions warrant as determined by the ditchtender or directed to do so by the General Manager. Some of the conditions could be, but are not limited to:
 - Irrigator exceeding allotted time (see **Note**).
 - Irrigator is not in attendance.
- Any irrigator not taking water when his/her turn arrives may result in forfeiture to his/her irrigation right during that rotation.
- The irrigator shall release the water at the end of his/her allotted time. Taking water after the allotted time has expired may be considered an unauthorized taking of water which may result in the termination of service to the irrigator for the remainder of that irrigation season.
- It is the responsibility of the water user to have his/her system cleaned, repaired, sized, and ready to take and use the water in a timely manner.

Note: The District uses a rule of thumb that at a rate of five cubic feet per second, an acre of land can be irrigated in one hour.

Anderson-Cottonwood Irrigation District

2810 Silver Street Anderson, California 96007
Telephone: 530-365-7329 e-mail: acidwater@sbcglobal.net

APPLICATION AND AGREEMENT FOR 2012 IRRIGATION SEASON

Payments for water service may be made in two installments.

First Installment (at least 50%)	Due March 12, 2012	<i>Delinquent after April 12, 2012</i>
Second Installment	Due May 12, 2012	<i>Delinquent after June 12, 2012</i>

If payments are not **received / postmarked** by the delinquent dates, an additional penalty of 25% will be added to the amount due; 50% will be added if not received after 30 days; and interest will be computed at the rate of 1.5% per month on the amount due. Irrigation deliveries will be withheld until the amount due, including any penalties and interest, is paid.

Applications received after the first delinquent date may be excluded from the first irrigation rotation.

Please complete this form and mail it (in its entirety) with your payment in the envelope provided.

APPLICATION WITH FIRST INSTALLMENT IS DUE BY MONDAY - MARCH 12, 2012

ASSESSOR'S PARCEL NUMBER(S) OF PARCEL(S) BEING IRRIGATED _____

PHYSICAL ADDRESS OF PARCEL(S) BEING IRRIGATED _____

LANDOWNER INFORMATION

TENANT / IRRIGATOR INFORMATION

Name: _____

Name: _____

Mailing Address: _____

Mailing Address: _____

Telephone No: _____

Telephone No: _____

Alternate Phone: _____

Alternate Phone: _____

As a condition for water service, the applicant and landowner agree to comply fully with the District's Rules and Regulations, and with applicable state and Federal laws, orders, and regulations. The applicant and landowner agree that they assume full responsibility and liability for the use or misuse of water delivered to their property, including all damages to adjoining property due to failure to adequately control water delivered to their property. It is further agreed that the applicant's and landowner's signatures(s) hereon signifies that they have read and understand the District's Rules and Regulations and that they accept the terms and conditions for water service from the District. The District reserves the right to adjust the rates for water service if and when it is required based on district economic needs. The landowner further agrees that any charges for water used on his/her property by him/her or his/her tenant, but for which full payment is not received, may be added as an assessment on his property tax bill and hereby consents to that assessment.

Nothing contained in this application shall be construed as an assumption of liability on the part of the District, its Directors, officers, or employees for any damages occasioned through the improper construction, maintenance or use of District facilities, or the delivery or failure to deliver water, or the waste of water, or by permitting the flow of water, or turning water in any facility, or to any land.

Landowner Signature _____

Tenant / Irrigator Signature _____

Dated: _____, 2012

Dated: _____, 2012

	<u>ACRES</u>		<u>2012 CHARGE</u>
Annual Application Fee			\$ <u>115.00</u>
Benefited Acres	x \$ <u>75.00</u>	x _____	+ \$ _____
Total Charge for 2012 Irrigation Service*		=	\$ _____

***1 Acre Minimum: \$190.00**

Email (optional) _____