



Agreement to Wheel Groundwater Using District Facilities

This Agreement to Wheel Groundwater Using District Facilities ("Request") is made and entered into on the date last shown below, with reference to the following facts:

- A. Due to a severe reduction of its available water supply in 2022, Richvale Irrigation District ("District") may authorize limited use of its facilities to wheel groundwater generated by landowner through its facilities for use on other irrigable lands within the District.
- B. _____ ("Landowner") is a landowner within Richvale Irrigation District and has or will have a groundwater well that is capable of serving other fields within the District.
- C. Landowner requests the use of District's facilities to wheel his groundwater to Landowner's other fields within the District. Alternatively, by filling out the following blank, Landowner requests the use of District's facilities to wheel his groundwater to _____ ("Assignee"), who proposes utilizing the groundwater on lands within the District.
- D. Landowner and Assignee understand and agree that District, in its sole and absolute discretion, may deny this Request. In addition, Landowner and Assignee agree, on the basis of good and valuable consideration, to the following terms and conditions governing use of District facilities:
 1. Payment. Landowner will be billed at the end of the irrigation season a wheeling charge of \$4 per acre foot of water pumped into District's facilities. Amounts owed District will be subject to the same payment and delinquency rules as apply to all District deliveries. Payments, if any, between Landowner and Assignee are the exclusive responsibility of those parties and are not addressed by this Request. The District will not monitor, ensure payment, or otherwise have any responsibility concerning any parties' compliance with the business terms of the groundwater assignment.
 2. Encroachment. Landowner's facilities that are plumbed into District infrastructure must be approved by the District. Landowner's facilities may be removed at any time for any reason by District, including without limitation when such facilities are damaging or risk damaging District facilities or interfere or obstruct District's ability to maintain its facilities. The installation, repair, maintenance, operation, and eventual removal of Landowner's facilities will be conducted at Landowner's sole cost and expense.
 3. Well Operation; Access; Monitoring.
 - a. Landowner at Landowner's expense must install or have already installed a meter to accurately measure the quantity of groundwater pumped into District facilities. The meter and associated facilities must be of a type approved by District and installed in a manner approved by District to ensure measurement accuracy and integrity of District facilities. Landowner shall cooperate in keeping the meter free of debris or other foreign material that would produce an inaccurate measurement.

- b. By executing this Request, Landowner grants District, its agents, employees, and consultants, permission to go upon Landowner's land at any time for the purpose of inspecting Landowner's well and reading meters.
 - c. District may also request, and Landowner shall allow, groundwater monitoring and record retention by District.
 - d. Wheeling of water under this agreement shall at all times be subordinate to the District's use of its system for the delivery of District's surface water supply. Landowner and Assignee understand and acknowledge that District must balance supply and demand in its canals, and must operate its canal system safely and efficiently for the benefit of all of its water users and, for these reasons, Landowner and Assignee agree to be subject to and will promptly comply with all District instructions concerning turning on or off Landowner's pump and/or varying the rate of pumping. Neither Landowner, nor Assignee, nor any party acting on behalf of either Landowner or Assignee may vary operation of the pump without the advance consent of the District.
4. Contemporaneous, Equal Flow Pumping Requirement. District will not deliver any more than 92% of the quantity of water pumped from Landowner's well.
 - a. Neither Landowner nor Assignee shall exceed their respective total surface water allocation for any reason. Inability to meet Landowner's or Assignee's water needs, including interruption of pumping by order of the District, will not entitle either party to an additional surface water allocation. Landowner and Assignee assume the risk of reduced yield, crop failure, or any other potential damages or liabilities resulting from pump or well failure, reduction in pumping capacity, or inability to pump for any reason.
5. Damage to District Facilities. Landowner shall be responsible for any damage to District facilities caused, in whole or in part, by this Request or its implementation. Landowner shall have this obligation for so long as Landowner's facilities encroach upon District facilities.
6. Water Shortage Allocation Policy. Landowner and Assignee have reviewed and agree to abide by the District's Water Shortage Allocation Policy and any potential amendments thereto. Landowner and Assignee understand and acknowledge that the District may increase or decrease final allocations at any time based on new information or changed circumstances.
7. Other District Rules. Landowner and Assignee agree to abide by the District's other rules and regulations concerning the use of water within the District and any amendments thereto.
8. Hold Harmless, Indemnity, Defense. Landowner and Assignee shall jointly and severally indemnify, defend and hold harmless District, its officers, employees, and consultants from and against any and all claims, liabilities, costs, damages (including attorneys' fees and court costs), lawsuits, or other actions or proceedings (collectively "Claims") arising out of or related to this Request, its implementation, or wheeling groundwater through District's facilities. Without limiting the generality of the foregoing, this Article 8 specifically applies to Claims (1) brought by Landowner against District; (2) initiated by a third-party(ies) objecting to or asserting Claims related to this Request or its implementation; and (3) against District for declaratory or injunctive relief, including without limitation, Claims lodged against the District under the California Environmental Quality Act.
9. District Termination Right. If approved, this Request and the authorization to use District's facilities to wheel Landowner's groundwater within the District may be terminated by District at any time and for any reason by providing written notice to Landowner.
10. No Renewal. Landowner and Assignee understand and agree that there is no right for any automatic renewal of this Request. Use of District facilities to wheel groundwater shall not be

granted in future irrigation seasons, except upon consideration and approval of the District's Board of Directors in accordance with then-existing rules and policies of the District.

11. Entire Agreement. The terms and conditions of this Request constitute the entire agreement of the Landowner, Assignee, and District and may not be modified or altered except by further written agreement of the parties.
12. Assignment. Neither Landowner nor Assignee may assign, transfer, or convey the rights and obligations of this Request to any third party without the advance written consent of District.
13. Time is of the Essence. Time is of the essence in the performance of each of the terms and conditions of this Request.
14. Signature Authority. Landowner and Assignee represent and warrant that they are authorized to sign this Request and to comply with the terms hereof and to act on behalf of any applicable corporation, partnership, trust, or other business or legal entity that may own an interest in Landowner's real property.

"LANDOWNER"

"ASSIGNEE"

Date: _____

Date: _____

Richvale Irrigation District approves this Request.

Date: _____