

ANDERSON-COTTONWOOD IRRIGATION DISTRICT

DRAINAGE POLICY

INTRODUCTION

This policy is to accommodate the requests to use the Anderson-Cottonwood Irrigation District (“District”) system for drainage. This policy sets forth the terms and conditions under which Anderson-Cottonwood Irrigation District will accept drainage water.

CONDITIONS

1. **PROPERTY INTEREST:** This drainage permit is valid only for the purposes specified herein and neither the permit or use thereunder shall create an easement, right of way, right to drain (except as expressly set forth herein) or any other interest in real property.
2. **EXTENT OF USE UNDER PERMIT:** Permittee shall not discharge, nor allow to be discharged, drainage water into District’s distribution system which would be of a nature or contain such chemical, artificial or natural elements as to be detrimental to the irrigation of crops, service of water for other irrigation or livestock purposes, or service for water for domestic purposes. Further, the right to use District structures or installations shall be limited to Permittee, its agents and employees; District having the right of ingress, egress, or use of any of Permittee’s structures or installations at any and all times.
3. **CONSTRUCTION OF DRAINAGE FACILITIES:** Any and all drainage facilities to be constructed by Permittee shall be constructed subject to the approval of District’s General Manager. Any and all construction approved by District’s General Manager is not a warranty or guarantee of the design or operation of drainage facilities. District relies solely upon Permittee’s design and construction of drainage facilities as being in accordance with the highest and best skill of engineers and/or contractors performing work in this field.
4. **COST OF CONTRUCTION OF DRAINAGE FACILITIES:** Permittee assumes all cost and expense of construction of drainage facilities. Facilities constructed by Permittee will remain the property of Permittee and will not be the property of the District.
5. **MAINENANCE AND REPAIR:** Permittee shall maintain and repair drainage facilities at their sole cost and expense and in a condition satisfactory to District’s General Manager. Should Permittee neglect to promptly make repairs, the District may make repairs or have repairs made and Permittee will be billed and shall pay all costs and expenses.
6. **DAMAGE TO DISTRICT CANALS, DITCHES, OR OTHER STRUCTURES:** Permittee shall promptly repair, at its own cost, any damage caused to the District’s canals, ditches, or structures due to work or operations performed pursuant to this permit, all to the satisfaction of District’s General Manager. Should Permittee neglect to promptly make repairs, District may make repairs or have repairs made and Permittee will be billed and shall pay all costs.

7. LIABILITY: Permittee shall assume entire responsibility for all activities and use under this permit and shall save and hold the District free and harmless from any and all expense, cost, or liability in connection with or resulting from the exercise of this permit including, but not limited to, property damage, water quality, personal injury, and wrongful death.

8. WATER QUALITY CONTROL: Permittee shall fully comply with the provisions of the Porter-Cologne Water Quality Control Act, together with future amendments or modifications thereto, contained in California Water Code §13020 *et seq.*

9. REVOCATION: District retains the authority to terminate this Agreement on ten days notice for non-compliance with the terms of this Permit.

Upon notice of revocation as provided above, Permittee, at its own expense, shall remove any drainage structures or installations constructed pursuant to this permit and shall restore District's canal, ditch, or other property to its condition prior to the issuance of the permit. Should Permittee neglect to restore the canal, ditch, or other property to a condition satisfactory to District's General Manager, the District may perform such work or have such work performed, and Permittee agrees to reimburse District for all cost of the work so performed upon receipt of a statement therefore.

10. CONVENANTS: The covenants, provisions, terms, and conditions contained in this permit shall bind and burden the heirs, executors, administrators, conservators, successors in interest, and assigns of Permittee as well as bind and benefit the successors and assigns of District.

11. ASSIGNMENT OF TRANSFER: This Permit shall not be transferred or assigned without first obtaining the written consent of District's General Manager. Any transfer or assignment of this Permit without first obtaining such consent is void and of no effect.

12. DRAINAGE RATE: Permittee agrees to pay and will pay to the District drainage rates established by the Board of Directors of the District.