

Signed
original

AMENDMENT TO LEASE RE USE OF SURPLUS WATER

RECITALS

1. WHEREAS, the HUMBOLDT BAY MUNICIPAL WATER DISTRICT, herein referred to as WATER DISTRICT, entered into a lease of WATER DISTRICT property surrounding Ruth Lake to the County of Trinity on December 31, 1964, which lease was subsequently assigned to the RUTH LAKE COMMUNITY SERVICES DISTRICT, herein referred to as SERVICES DISTRICT, by County on July 20, 1966;

2. WHEREAS, Paragraph 7 of said lease provides that surplus waters will be made available to lessee and its tenants to the extent that surplus waters are, in fact, available;

3. WHEREAS, the WATER DISTRICT has determined that certain volumes of impounded water herein described may be considered surplus to the reasonable needs of the WATER DISTRICT and therefore desires to make said volumes of water available for limited uses more particularly described herein;

4. WHEREAS, the WATER DISTRICT desires to authorize SERVICES DISTRICT to enter into subagreements with its lessees for withdrawal of untreated water from Ruth Lake under appropriately controlled conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Services District is authorized to allow its lessees to use water from Ruth Lake under the terms and conditions set out in this Amendment To Lease Re Use of Surplus Water.

2. The term of this Amendment To Lease shall commence upon the date of execution and shall expire upon termination of the lease dated December 31, 1964, unless terminated sooner pursuant to the terms of this amendment.

Notwithstanding the foregoing, this Amendment To Lease may be terminated at any time if the WATER DISTRICT, in its sole discretion, determines that no surplus waters exist due to drought or due to any requirements for the use or sale of said water by the WATER DISTRICT for any purpose including, but not limited to, water supply, or water sales to any persons wherever located, hydroelectric power generation, or environmental or other instream use. In such event, the WATER DISTRICT may terminate this Amendment upon ten (10) days' written notice. The Amendment shall be reinstated, however, upon the WATER DISTRICT'S determination that the water shortage or other requirement for use of the waters has ceased and that surplus waters are again available for use by SERVICES DISTRICT and its lessees.

Further, this Amendment To Lease may be terminated by WATER DISTRICT upon 30 days' notice to SERVICES DISTRICT in the event of the breach by SERVICES DISTRICT of any provision of this Amendment unless SERVICES DISTRICT remedies the breach within said 30 day period.

3. The maximum volume of water which may be withdrawn from Ruth Lake pursuant to this Amendment To Lease is 50,000 gallons per day. SERVICES DISTRICT shall monitor and control all diversions of water from the lake to insure that total water use is not in excess of the stated volume.

4. The volumes of water described in this Amendment To Lease may be used by lessee and by the SERVICES DISTRICT'S lessees for the following, noncommercial, purposes:

- (a) Toilet flushing;
- (b) Residential fire suppression;

Each lessee of the SERVICES DISTRICT shall be entitled to utilize not more than two hundred and forty (240) gallons per day per lease area.

Usage of water for any other purpose including, but not limited to, usage of water for outdoor garden or lawn watering is strictly prohibited except as provided in paragraph 5 of this Amendment. The sur-

plus water described in this Amendment may be used only within the boundaries of the premises leased to SERVICES DISTRICT by virtue of the lease of December 31, 1964.

5. No water may be used for human consumption unless each individual user installs and utilizes a filtration and disinfection system which shall be inspected and approved, in writing, by the Trinity County Health Department prior to any such use.

SERVICES DISTRICT shall inspect such systems on a regular basis pursuant to the monitoring program set forth in Paragraph 6.

6. Each individual use of surplus waters described in this Amendment To Lease must be preceded by an individual Application as set forth in the form of Application which is attached hereto. The Application must be signed by the applicant and must contain the applicant's acknowledgement of the conditions of use which are set forth in EXHIBITS B and C to the Application attached hereto. These conditions of use are subject to change by WATER DISTRICT from time to time upon 30 days' written notice. Each application must be submitted first to the SERVICES DISTRICT for approval and, then, to WATER DISTRICT for its review and approval. Both approvals must be obtained, to-

gether with the approval described in Paragraph 5, if applicable, prior to any diversion or use of water by applicant.

It shall be the obligation of each applicant for water use to satisfy and comply with all building codes, health requirements or other legal requirements of any governmental agency prior to the use of the water. Approval by WATER DISTRICT or SERVICES DISTRICT does not constitute compliance with this condition.

SERVICES DISTRICT shall establish a monitoring program satisfactory to WATER DISTRICT, and to the Building Department and Health Department of the County of Trinity, to insure that all conditions for use are met. Any violation of the conditions of water delivery and use which continues for ten days or more after either SERVICES DISTRICT or WATER DISTRICT notifies the user of such violation shall result in immediate termination of the permit to use water. In such event, the user shall immediately, upon request of the SERVICES DISTRICT or WATER DISTRICT, dismantle and remove the diversion facility and appurtenances.

7. SERVICES DISTRICT shall pay WATER DISTRICT an annual rate of \$35.00 for each lease site as to which a water use permit has been approved for any portion of the year. Payments shall be made on a calen-

dar year basis. For the year 1984, SERVICES DISTRICT shall make payment to the WATER DISTRICT no later than December 31, 1984. For each subsequent year of this amendment to lease, payment shall be made no later than July 1 or at the time an application for water use permit is approved if such approval occurs after July 1 of any year.

There shall be no proration or reduction of the annual charge due to the fact that usage of water has not occurred throughout the entire year. The annual rate may be changed by the WATER DISTRICT upon 60 days' notice.

8. SERVICES DISTRICT agrees to hold harmless, indemnify and defend WATER DISTRICT against any and all claims by any persons arising out of the use by SERVICES DISTRICT or its lessees of the surplus waters authorized for use pursuant to this Amendment To Lease. A similar hold harmless and indemnity provision shall be obtained by SERVICES DISTRICT from each of its lessees as a part of the Application for water use permit.

9. WATER DISTRICT shall have no responsibility for compliance with water use, water quality or health and safety laws and regulations. SERVICES DISTRICT agrees to comply with the laws and regulations of all governmental agencies regarding the use of water

pursuant to this Amendment To Lease. In the event that any governmental agency attempts to impose any requirements for compliance with such laws and regulations upon the WATER DISTRICT this amendment to lease may be terminated by WATER DISTRICT unless SERVICES DISTRICT complies with said laws and regulations to the satisfaction of the governing agency.

10. In the event of termination of this Amendment for any reason including, but not limited to, WATER DISTRICT'S determination that no surplus water exists, SERVICES DISTRICT, upon request by WATER DISTRICT, shall cause all apparatus and plumbing installed by any person for the purpose of withdrawing lake waters to be immediately dismantled and removed except that, in the event of a temporary shortage of water, only submersible pumps and intake lines must be removed from the lake. SERVICES DISTRICT shall be liable for any costs incurred by WATER DISTRICT due to any failure by SERVICES DISTRICT to comply with the provisions of this paragraph.

DATED: 9/13/89

RUTH LAKE COMMUNITY SERVICES
DISTRICT

By Edward L. Matthews
Its

DATED: NOV. 8, 1984

HUMBOLDT BAY MUNICIPAL WATER
DISTRICT

By *Lester L. Larson*
Its PRESIDENT

APPLICATION FOR WATER USE PERMIT

TO: RUTH LAKE COMMUNITY SERVICES DISTRICT

APPLICATION FOR: ____ HUMAN CONSUMPTION ____ OTHER PERMITTED USES

APPLICANT'S NAME: _____

RESIDENT ADDRESS: _____

TELEPHONE NUMBER: _____

LESSEE OF LOT ____ FOR THE PERIOD OF ____ TO ____

LEASE DATE: _____

1. I hereby make this application for a permit to use surplus water from the Ruth Lake reservoir for use in connection with my lease, and agree to install at my own expense a delivery system for bringing the water to my leased lot. A detailed description of my proposed system to obtain this water is attached as Exhibit A, and by reference made a part of this application. (This clause pertains to a delivery system only. See Paragraph 1, Exhibit B, regarding a treatment system.) I agree that the system shall at all times comply with the technical specifications set forth in Exhibit C, or such variance from such conditions as may be specifically approved as set forth in Paragraph 2.

2. I understand and agree that I must not commence construction of my proposed delivery system until approval is granted by the Ruth Lake Community Services District Board and Humboldt Bay Municipal Water District and after constructed, not

to operate the system until the construction has been inspected and approved by representatives of both districts. I will also obtain all necessary building permits in addition to the approval described in paragraph four, and I understand that approval of my application by the Ruth Lake Community Services District and the Humboldt Bay Municipal Water District does not constitute compliance with these requirements.

3. I acknowledge that the permit, when approved, will entitle me to withdraw from the reservoir a maximum of 240 gallons of raw, untreated water per day. This permit may be terminated, at any time, in the event that surplus water is not available from the Humboldt Bay Municipal Water District.

4. I agree that no water will be used for human consumption unless filtered, disinfected, and otherwise treated in accordance with the requirements of the Trinity County Health Department. I acknowledge and understand that the water in the reservoir is untreated and its use is strictly limited to the purposes set forth in Exhibit B unless an approved water treatment system is utilized.

5. I agree that a fee of \$ _____ shall accompany this application, which fee shall apply to the year in which the permit is approved. I further understand that thereafter, an annual fee as established by the Ruth Lake Community Services District shall be due and payable no later than June 1 of each

year that the permit remains in effect. Annual fees are subject to change. There shall be no refund of fees due to cancellation or for any other reason.

6. I agree to be bound by all the terms and conditions for a water use permit contained in Exhibit B attached hereto and by this reference made a part of this application and agree that any permit issued is subject to immediate cancellation in the event of failure to comply with any of such terms and conditions.

7. I agree to be solely responsible for any damages or injuries of any nature which arise from the use of the water described in this application. I agree to hold harmless, indemnify and defend the Ruth Lake Community Services District, the Humboldt Bay Municipal Water District, its agents and employees from and against any and all claims arising from the use of the water described in this permit.

DATED: _____

LESSEE

DATED: _____

LESSEE

(Both spouses must sign)

RUTH LAKE COMMUNITY SERVICES DISTRICT acknowledges the receipt of \$_____ from applicant, and the Board at its meeting on _____ approved the proposed delivery system described in Exhibit A.

DATED: _____

RUTH LAKE COMMUNITY SERVICES
DISTRICT

By _____

The Humboldt Bay Municipal Water District acknowledges the receipt of \$_____ from the Ruth Lake Community Services District and approves the proposed delivery system described in Exhibit A.

DATED: _____

HUMBOLDT BAY MUNICIPAL WATER
DISTRICT

By _____

The construction of applicant's completed delivery system is approved.

DATED: _____

HUMBOLDT BAY MUNICIPAL WATER
DISTRICT

By _____

The construction of the applicant's completed delivery system is approved.

DATED: _____

RUTH LAKE COMMUNITY SERVICES
DISTRICT

By _____

IF THIS IS AN APPLICATION FOR WATER FOR HUMAN CONSUMPTION YOU MUST OBTAIN THE REQUIRED APPROVAL FROM THE TRINITY COUNTY HEALTH DEPARTMENT BEFORE THE SYSTEM WILL BE APPROVED FOR USE BY THE RUTH LAKE COMMUNITY SERVICES DISTRICT AND THE HUMBOLDT BAY MUNICIPAL WATER DISTRICT.

EXHIBIT B TO APPLICATION FOR WATER USE PERMIT

Water use permits granted by the Ruth Lake Community Services District are subject to the following terms and conditions:

1. No water may be used for human consumption unless Permittee first installs and utilizes a packaged filtration and disinfection system and obtains approval in writing by the Trinity County Health Department and the Ruth Lake Community Services District prior to any such use. No water may be plumbed into any dwelling, mobile home, or other structure intended for human occupancy unless it is treated for human consumption.

2. Untreated water may only be used for non-consumptive purposes which are limited to the operation of toilets which are located in "out-house" or privy-type buildings separate and apart from any dwelling, mobile home, or other structure intended for human occupancy and on-site fire suppression.

3. No water is to be used for lawns, gardens, or any other use other than as set forth in Paragraphs 1 and 2 above.

4. Permittee shall keep all approved systems in good repair and condition.

5. Upon termination of the lease or of the water use permit the water delivery system shall be dismantled and removed upon request of the Ruth Lake Community Services District or the

Humboldt Bay Municipal Water District. In the event that water use is terminated due to a temporary shortage of water, any submersible pumps and intake lines shall be removed from the lake. In either event the Permittee shall not receive any compensation for the system.

6. The Ruth Lake Community Services District makes no warranty or promise that any water obtained from the Ruth Lake reservoir is of any particular quality or is potable. All water furnished by virtue of the permit is untreated, and Permittee agrees to accept it in its existing condition at Permittee's sole risk.

7. The permit is subject to immediate cancellation in the event of Permittee's failure to comply with the conditions for usage as stated herein.

8. The permit for drawing surplus water from Ruth Lake reservoir by the Permittee does not impose any obligation upon Ruth Lake Community Services District that any water will be available. The permit is subject to cancellation at any time in the event that the Humboldt Bay Municipal Water District determines that no surplus water exists.

9. This permit is only for permission to the Permittee to install the water delivery system specifically described in the application and approved by the Ruth Lake Community Ser-

vices District, and no other permission shall be implied from the permit.

LEASE LOT WATER SYSTEMS _ RUTH LAKE

GENERAL

The water system shall consist of the following:

1. Intake System
2. Pump System
3. Distribution system
4. Disinfection and Filtration

Prior to the installation of the water system, a complete system drawing shall be submitted to the Humboldt Bay Municipal Water District for approval, the drawing shall show system location, pipe sizes, materials and a plan of the inlet structure.

All work and materials shall meet State, County and District codes.

INTAKE SYSTEM

The intake structure shall be constructed to prevent the entrance of foreign materials into the pump system and shall be easily accessible to perform required maintenance. A float or buoy type marker shall be attached to show it's location, additional buoy markers shall be placed at 20 foot intervals on pump suction or discharge lines, where submersed.

PUMP SYSTEM

There are a wide variety of pumps and appurtenances that will meet the design criteria. The three types of pumps most commonly used are Positive Displacement, Centrifugal and Jet - the Submersible or Turbine being a variation of the three.

The system may be either Hydropneumatic (pressure tank) or Gravity Storage. The pump will be controlled by pressure switch or float control to prevent tank overflow. Storage tanks may not exceed 1,000 Gal. Where the the pump is not a submersible type, a pump house shall be constructed.

DISTRIBUTION SYSTEM

The distribution system includes all pipes, valves and hydrants from the pump system to the point of use and shall be designed to meet special conditions of each lot. The system shall be sized to furnish a minimum of 20 PSI at the point of use. There are a wide variety of piping materials available that will meet the design criteria. It is recommended that plastic pipe be used when ever possible. All pipes and fittings shall have a minimum working pressure of 150 PSI. A greater working pressure may be desired, depending on the individual lot conditions. All distribution lines shall be buried a minimum of 18 inches and marked above ground at 50 foot intervals. Method of marking shall be determined in the field during inspection.

DISINFECTION AND FILTRATION

Any disinfection and filtration system used to treat raw water from Ruth Lake for consumptive purposes must be reviewed and approved for use by the Trinity County Health Department prior to actual withdrawal and use. Laboratory tests, as required by the County, and regular filter element changes will be the responsibility of the leaseholder.

As a general guide, and subject to the County Health Department's specific requirements, a filtration/disinfection system shall include the following:

Each water system shall have a Hypochlorination system /for disinfecting the water. There are many types of pumps and appurtenances that can be used in a hypochlorination system.

A hypochlorinator system consists of the following:

1. Hypochlorinator (metering pump)
2. Chemical Solution Tank
3. Shut-Off Valves
4. Injector System
5. Check valves to prohibit chlorine entering the lake

The Hypochlorinator is electrically wired to the "ON" - "OFF" control of the system pump.

The chlorine solution shall be made up using Sodium Hypochlorite (house hold bleach - 5.2% chlorine) or Calcium Hypochlorite (granular form of chlorine- 65% to 70% chlorine). Sodium Hypochlorite being the most commonly used in this application. One Inline Filter is required after the pressure tank or before the storage tank, depending on system design.