

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES AND  
WILLIAM P. LOCKETT AND JEAN B. LOCKETT 1998 REVOCABLE TRUST,  
DIVERTER OF WATER FROM SACRAMENTO RIVER SOURCES,  
SETTLING WATER RIGHTS DISPUTES AND  
PROVIDING FOR PROJECT WATER

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page No.</u>
	Preamble .....	1
	Explanatory Recitals .....	2-3
1	Definitions.....	3-6
2	Term of Settlement Contract.....	6-7
3	Water to be Furnished to Contractor.....	7-9
4	Return Flow .....	9
5	Constraints on the Availability of Water .....	9-10
6	Integrated Water Management and Partnerships .....	10
7	Use of Water Furnished to Contractor .....	10-11
8	Rate and Method of Payment for Water .....	11-15
9	Agreement on Water Quantities.....	16-18
10	Measurement of Water.....	18-19
11	Rules and Regulations.....	19
12	General Obligation--Benefits Conditioned Upon Payment.....	19-20
13	Charges for Delinquent Payments .....	20
14	Quality of Water .....	20
15	Water and Air Pollution Control.....	21
16	Equal Opportunity.....	21-22
17	Omitted .....	22
18	Omitted .....	22
19	Books, Records, and Reports .....	22
20	Change of Place of Use or Organization.....	22
21	Omitted .....	22
22	Notices .....	23
23	Assignment Limited--Successors and Assigns Obligated .....	23

Table of Contents - continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
24	Officials Not to Benefit.....	23
25	Contingent Upon Appropriation or Allotment of Funds .....	23
26	Confirmation of Settlement Contract.....	23-24
27	Omitted .....	24
28	Privacy Act Compliance .....	24
29	Water Conservation .....	24-26
30	Opinions and Determinations .....	26
31	Contractor to Pay Certain Miscellaneous Costs.....	26-27
32	Waiver of Default .....	27
33	Contract Assignment or Termination Upon Transfer of Land.....	27-28
34	Termination.....	28
	Signature Page .....	29
Exhibit A	Schedule of Monthly Diversions of Water	
Exhibit B	Map of Contractor's Ownership	
Exhibit C	Unit Duty	
Exhibit D	Water Rates and Charges	

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10 SETTLING WATER RIGHTS DISPUTES AND  
11 PROVIDING FOR PROJECT WATER

12 THIS CONTRACT, hereinafter referred to as "Settlement Contract," is entered into  
13 by THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, made  
14 this 10<sup>th</sup> day of May, 2005, pursuant to the applicable authority granted  
15 to it generally in the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary  
16 thereto, including, but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and  
17 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, including but not  
18 limited to Sections 9 and 14 thereto, July 2, 1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68),  
19 October 12, 1982 (96 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, and Title  
20 XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
21 as Federal Reclamation law, and WILLIAM P. LOCKETT AND JEAN B. LOCKETT,  
22 TRUSTEES OF THE WILLIAM P. LOCKETT AND JEAN B. LOCKETT 1998 REVOCABLE  
23 TRUST, hereinafter referred to as the Contractor, acting pursuant to Sections 12003 and 12004  
24 of the California Water Code, with its principal place of business in California;

25 WITNESSETH, that:

EXPLANATORY RECITALS

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[1<sup>st</sup>] WHEREAS, the United States has constructed and is operating the Central Valley Project, California, for multiple purposes pursuant to its statutory authority; and

[2<sup>nd</sup>] WHEREAS, the Contractor has rights to divert, is diverting, and will continue to divert for reasonable beneficial use, water from the natural flow of the Sacramento River and tributaries thereto, that would have been flowing therein if the Central Valley Project were not in existence; and

[3<sup>rd</sup>] WHEREAS, the construction and operation of the integrated and coordinated Central Valley Project has changed and will further change the regimen of the Sacramento, American, San Joaquin, and Trinity Rivers and the Sacramento-San Joaquin Delta from unregulated flow to regulated flow; and

[4<sup>th</sup>] WHEREAS, the United States has rights to divert, is diverting, and will continue to divert waters from said Rivers and said Delta in connection with the operation of said Central Valley Project; and

[5<sup>th</sup>] WHEREAS, the Contractor and the United States had a dispute over the respective rights of the parties to divert and use water from the regulated flow of the Sacramento River which threatened to result in litigation, and as a means to settle that dispute entered into Contract No. 14-06-200-4105A, as amended, hereinafter referred to as the Existing Contract, which established terms for the delivery to the Contractor of Central Valley Project Water, and the quantities of Base Supply the United States and the Contractor agreed may be diverted by the Contractor from the Sacramento River pursuant to such contract; and

[6<sup>th</sup>] WHEREAS, the United States and the Contractor disagree with respect to the authority of the United States to change the quantities of Base Supply and/or Project Water

49 specified as available for diversion in this Settlement Contract from the quantities specified in  
50 the Existing Contract, and other issues related thereto. That dispute was the subject of litigation  
51 in a lawsuit entitled *Glenn-Colusa Irrigation District, et al. v. United States, et al.* [Civ. No. S-  
52 01-1816 GEB/JFM (E.D. Cal.)], but that litigation was dismissed, without prejudice, pursuant to  
53 a stipulation of dismissal filed by the parties thereto on August 29, 2002. Notwithstanding that  
54 dismissal, the Contractor and the United States enter into this Settlement Contract to renew the  
55 Existing Contract, pursuant to the terms of the Existing Contract, Federal Reclamation law, and  
56 the laws of the State of California; and

57 [7<sup>th</sup>] WHEREAS, to assure the Contractor of the enjoyment and use of the regulated  
58 flow of the said Rivers and the Delta, and to provide for the economical operation of the Central  
59 Valley Project by, and the reimbursement to, the United States for expenditures made for said  
60 Project.

61 NOW, THEREFORE, in consideration of the performance of the herein contained  
62 provisions, conditions, and covenants, it is agreed as follows:

63 DEFINITIONS

64 1. When used herein, unless otherwise expressed or incompatible with the intent  
65 hereof, the term:

66 (a) "Base Supply" shall mean the quantity of Surface Water established in  
67 Articles 3 and 5 which may be diverted by the Contractor from the Sacramento River each month  
68 during the period April through October of each Year without payment to the United States for  
69 such quantities diverted;

70 (b) "Basin-Wide Water Management Plan" shall mean the mutually agreeable  
71 Sacramento River Basinwide Water Management Plan, dated October 11, 2004, developed by

72 Glenn-Colusa Irrigation District, Maxwell Irrigation District, Natomas Central Mutual Water  
73 Company, Pelger Mutual Water Company, Princeton-Codora Glenn Irrigation District, Provident  
74 Irrigation District, Reclamation District 108, Sutter Mutual Water Company, Anderson-  
75 Cottonwood Irrigation District, Meridian Farms Water Company, Reclamation District 1004, and  
76 the U.S. Bureau of Reclamation;

77 (c) "Charges" shall mean the payments for Project Water that the Contractor  
78 is required to pay to the United States in addition to the "Rates" specified in this Settlement  
79 Contract. The Contracting Officer will, on an annual basis, determine the extent of these  
80 Charges. The type and amount of each Charge shall be specified in Exhibit D;

81 (d) "Contract Total" shall mean the sum of the Base Supply and Project Water  
82 available for diversion by the Contractor for the period April 1 through October 31;

83 (e) "Critical Year" shall mean any Year in which either of the following  
84 eventualities exists:

85 (1) The forecasted full natural inflow to Shasta Lake for the current  
86 Water Year, as such forecast is made by the United States on or before  
87 February 15 and reviewed as frequently thereafter as conditions and information warrant, is  
88 equal to or less than 3.2 million acre-feet; or

89 (2) The total accumulated actual deficiencies below 4 million acre-feet  
90 in the immediately prior Water Year or series of successive prior Water Years each of which had  
91 inflows of less than 4 million acre-feet, together with the forecasted deficiency for the current  
92 Water Year, exceed 800,000 acre-feet.

93 For the purpose of determining a Critical Year, the computation of inflow to  
94 Shasta Lake shall be performed in a manner that considers the extent of upstream development

95 above Shasta Lake during the year in question, and shall be used as the full natural flow to  
96 Shasta Lake. In the event that major construction has occurred or occurs above Shasta Lake after  
97 September 1, 1963, and which has materially altered or alters the regimen of the stream systems  
98 contributing to Shasta Lake, the computed inflow to Shasta Lake used to define a Critical Year  
99 will be adjusted to eliminate the effect of such material alterations. After consultation with the  
100 State of California, the National Weather Service, and other recognized forecasting agencies, the  
101 Contracting Officer will select the forecast to be used and will make the details of it available to  
102 the Contractor. The same forecasts used by the United States for the operation of the Project  
103 shall be used to make the forecasts hereunder;

104 (f) "CVPIA" shall mean the Central Valley Project Improvement Act,  
105 Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

106 (g) Omitted;

107 (h) Omitted;

108 (i) Omitted;

109 (j) Omitted;

110 (k) Omitted;

111 (l) "Project" shall mean the Central Valley Project owned by the United  
112 States and managed by the Department of the Interior, Bureau of Reclamation;

113 (m) "Project Water" shall mean all Surface Water diverted or scheduled to be  
114 diverted each month during the period April through October of each Year by the Contractor  
115 from the Sacramento River which is in excess of the Base Supply. The United States recognizes  
116 the right of the Contractor to make arrangements for acquisition of water from projects of others  
117 than the United States for delivery through the Sacramento River and tributaries subject to

118 written agreement between Contractor and the United States as to identification of such water,  
119 which water, when so identified, shall not be deemed Project Water under this Settlement  
120 Contract;

121 (n) "Rates" shall mean the payments for Project Water determined annually  
122 by the Contracting Officer in accordance with the then current applicable water ratesetting  
123 policies for the Project, as described in subdivision (a) of Article 8 of this Settlement Contract;

124 (o) "Secretary" or "Contracting Officer" shall mean the Secretary of the  
125 Interior, a duly appointed successor, or an authorized representative acting pursuant to any  
126 authority of the Secretary and through any agency of the Department of the Interior;

127 (p) "Surface Water" shall mean only those waters that are considered as  
128 surface water under California law;

129 (q) "Water Year" shall mean the period commencing with October 1 of one  
130 year and extending through September 30 of the next; and

131 (r) "Year" shall mean a calendar year.

132 TERM OF SETTLEMENT CONTRACT

133 2. (a) This Settlement Contract shall become effective April 1, 2005, and shall  
134 remain in effect until and including March 31, 2045; Provided, that under terms and conditions  
135 mutually agreeable to the parties hereto, renewals may be made for successive periods not to  
136 exceed 40 years each. The terms and conditions of each renewal shall be agreed upon not later  
137 than one year prior to the expiration of the then existing Settlement Contract.

138 (b) With respect to Project Water and the portions of this Settlement Contract  
139 pertaining thereto, upon written request by the Contractor of the Secretary made not later than  
140 one year prior to the expiration of this Settlement Contract, whenever, account being taken of the



141 amount then credited to the costs of construction of water supply works, the remaining amount of  
142 construction costs of water supply work which is properly assignable for ultimate return by the  
143 Contractor as established by the Secretary of the Interior pursuant to (3) of Section 1 of Public  
144 Law 643 (70 Stat. 483), probably can be repaid to the United States within the term of a contract  
145 under subsection 9(d) of the 1939 Reclamation Project Act (53 Stat. 1187), the relevant portions  
146 of this Settlement Contract may be converted to a contract under said subsection 9(d) upon terms  
147 and conditions mutually agreeable to the United States and the Contractor. The Secretary shall  
148 make a determination ten years after the date of execution of this Settlement Contract, and every  
149 five years thereafter, of whether a conversion to a contract under said subsection 9(d) can be  
150 accomplished pursuant to Public Law 643. Notwithstanding any provision of this Settlement  
151 Contract, the Contractor reserves and shall have all rights and benefits under Public Law 643.

152 WATER TO BE FURNISHED TO CONTRACTOR

153 3. (a) Subject to the conditions, limitations, and provisions hereinafter  
154 expressed, the Contractor is hereby entitled and authorized to divert from the Sacramento River  
155 at the locations shown in Exhibit A, for beneficial use within the area delineated on Exhibit B,  
156 (both Exhibits are attached hereto and made a part hereof), the Contract Total designated in  
157 Exhibit A,

158 (b) No sale, transfer, exchange, or other disposal of any of the Contract Total  
159 designated in Exhibit A or the right to the use thereof for use on land other than that shown on  
160 Exhibit B shall be made by the Contractor without first obtaining the written consent of the  
161 Contracting Officer. Such consent will not be unreasonably withheld and a decision will be  
162 rendered in a timely manner. For short-term actions that will occur within one year or less, the  
163 decision will be rendered within 30 days after receipt of a complete written proposal. For long-

164 term actions that will occur in a period longer than one year, the decision will be rendered within  
165 90 days after receipt of a complete written proposal. For a proposal to be deemed complete by  
166 the Contracting Officer, it must comply with all provisions required by State and Federal law,  
167 including information sufficient to enable the Contracting Officer to comply with the National  
168 Environmental Policy Act, the Endangered Species Act, and applicable rules or regulations then  
169 in effect; Provided that, such consent does not authorize the use of Federal facilities to facilitate  
170 or effectuate the sale, transfer, exchange, or other disposal of Base Supply. Such use of Federal  
171 facilities will be the subject of a separate agreement to be entered into between the Contractor  
172 and Reclamation.

173 (c) For the purpose of determining whether Section 3405(a)(1)(M) of the  
174 CVPIA applies to the Contractor as a transferor or transferee of Project Water, the Contracting  
175 Officer acknowledges that the Contractor is within a county, watershed, or other area of origin,  
176 as those terms are utilized under California law.

177 (d) Nothing herein contained shall prevent the Contractor from diverting  
178 water during the months of November through March for beneficial use on the land shown on  
179 Exhibit B or elsewhere to the extent authorized under the laws of the State of California.

180 (e) The United States assumes no responsibility for and neither it nor its  
181 officers, agents, or employees shall have any liability for or on account of:

182 (1) The quality of water to be diverted by the Contractor;

183 (2) The control, carriage, handling, use, disposal, or distribution of  
184 water diverted by the Contractor outside the facilities constructed and then being operated and  
185 maintained by or on behalf of the United States;

186 (3) Claims of damage of any nature whatsoever, including but not  
187 limited to, property loss or damage, personal injury, or death arising out of or connected with the  
188 control, carriage, handling, use, disposal, or distribution of said water outside of the hereinabove  
189 referred to facilities; and

190 (4) Any damage whether direct or indirect arising out of or in any  
191 manner caused by a shortage of water whether such shortage be on account of errors in  
192 operation, drought, or unavoidable causes.

193 RETURN FLOW

194 4. Nothing herein shall be construed as an abandonment or a relinquishment by the  
195 United States of any right it may have to the use of waste, seepage, and return flow water derived  
196 from water diverted by the Contractor hereunder and which escapes or is discharged beyond the  
197 boundaries of the lands shown on Exhibit B; Provided, that this shall not be construed as  
198 claiming for the United States any right to such water which is recovered by the Contractor  
199 pursuant to California law from within the boundaries of the lands shown on Exhibit B, and  
200 which is being used pursuant to this Settlement Contract for surface irrigation or underground  
201 storage for the benefit of the lands shown on Exhibit B by the Contractor.

202 CONSTRAINTS ON THE AVAILABILITY OF WATER

203 5. In a Critical Year, the Contractor shall have the option to:  
204 (a) Irrigate not in excess of 75 percent of its irrigable acreage shown on  
205 Exhibit A; or  
206 (b) Divert from the Sacramento River not in excess of 75 percent of the  
207 Contract Total shown on Exhibit A, subject to the installation of measurement equipment  
208 satisfactory to the Contracting Officer. The Contractor shall install, operate, and maintain this

209 equipment at the Contractor's expense. The Contractor shall submit, by April 1 of that Critical  
210 Year, a written schedule to the Contracting Officer indicating the Contract Total to be diverted  
211 by the Contractor during each month of that Critical Year under this Settlement Contract.

212 (c) The amount of any overpayment by the Contractor shall, at its option, be  
213 refunded or credited upon amounts to become due to the United States from the Contractor under  
214 the provisions hereof in the ensuing Year. To the extent of such deficiency such adjustment of  
215 overpayment shall constitute the sole remedy of the Contractor.

216 INTEGRATED WATER MANAGEMENT AND PARTNERSHIPS

217 6. The Contractor and United States desire to work together to maximize the  
218 reasonable beneficial use of water for their mutual benefit. As a consequence, the United States  
219 and the Contractor will work in partnership and with others within the Sacramento Valley,  
220 including other contractors, to facilitate the better integration within the Sacramento Valley of all  
221 water supplies including, but not limited to, the better management and integration of surface  
222 water and groundwater, the development and better utilization of surface water storage, the  
223 effective utilization of waste, seepage and return flow water, and other operational and  
224 management options that may be identified in the future.

225 USE OF WATER FURNISHED TO CONTRACTOR

226 7. (a) Project Water furnished to the Contractor pursuant to this Settlement  
227 Contract shall not be delivered or furnished by the Contractor for any purposes other than  
228 agricultural purposes without the written consent of the Contracting Officer. For purposes of this  
229 Settlement Contract, "agricultural purposes" includes, but is not restricted to, the irrigation of  
230 crops, the watering of livestock, incidental domestic use including related landscape irrigation,  
231 and underground water replenishment.

232 (b) The Contractor shall comply with requirements applicable to the  
233 Contractor in biological opinion(s) prepared as a result of a consultation regarding the execution  
234 of this Settlement Contract undertaken pursuant to Section 7 of the Endangered Species Act of  
235 1973, as amended, that are within the Contractor's legal authority to implement. The Existing  
236 Contract, which evidences in excess of 40 years of diversions, for agricultural uses, of the  
237 quantities of water provided for in Article 3, and the underlying water rights of the Contractor  
238 will be considered in developing an appropriate base-line for the Biological Assessment prepared  
239 pursuant to the Endangered Species Act, and in any other needed environmental review.  
240 Nothing herein shall be construed to prevent the Contractor from challenging or seeking judicial  
241 relief in a court of competent jurisdiction with respect to any biological opinion or other  
242 environmental documentation referred to in this Article.

243 RATE AND METHOD OF PAYMENT FOR WATER

244 8. (a) The Contractor shall make payments to the United States as  
245 provided in this Article for each acre of land irrigated from April 1 through October 31 each  
246 Year.

247 Such payments shall be at Rates and Charges established in accordance with: (i) the  
248 Secretary's then-current ratesetting policies for the Project; and (ii) applicable Reclamation law  
249 and associated rules and regulations, or policies; Provided, that if the Contractor desires to use  
250 Project Water for other than agricultural purposes the Rates and Charges set forth above will be  
251 adjusted by the Contracting Officer to the applicable Rates and Charges for such purposes. The  
252 Rates and Charges applicable to the Contractor upon execution of this Settlement Contract are  
253 set forth in Exhibit D, as may be revised annually. The Secretary's ratesetting policies for the

254 Project shall be amended, modified, or superseded only through a public notice and comment  
255 procedure.

256 (b) The Contracting Officer shall notify the Contractor of the Rates and  
257 Charges as follows:

258 (1) Prior to July 1 of each Year, the Contracting Officer shall provide  
259 the Contractor an estimate of the Charges for Project Water that will be applied to the period  
260 October 1, of the current Year, through September 30, of the following Year, and the basis for  
261 such estimate. The Contractor shall be allowed not less than two months to review and comment  
262 on such estimates. On or before September 15 of each Year, the Contracting Officer shall notify  
263 the Contractor in writing of the Charges to be in effect during the period October 1 of the current  
264 Year, through September 30, of the following Year, and such notification shall revise Exhibit D.

265 (2) Prior to October 1 of each Year, the Contracting Officer shall make  
266 available to the Contractor an estimate of the Rates for Project Water for the following Year and  
267 the computations and cost allocations upon which those Rates are based. The Contractor shall be  
268 allowed not less than two months to review and comment on such computations and cost  
269 allocations. By December 31 of each Year, the Contracting Officer shall provide the Contractor  
270 with the final Rates to be in effect for the upcoming Year, and such notification shall revise  
271 Exhibit D.

272 (c) The Contractor shall pay the United States for Project Water in the  
273 following manner:

274 (1) With respect to Rates, prior to May 1 of each Year, the Contractor  
275 shall pay the United States one-half the total amount payable pursuant to subdivision (a) of this

276 Article and the remainder shall be paid on or before July 1 or such later date or dates as may be  
277 specified by the United States in a written notice to the Contractor.

278 (2) The amount to be paid on or before May 1 of each Year shall be  
279 based on a written estimate, provided to the Contracting Officer by the Contractor on or before  
280 April 1 of each Year, of the total area to be irrigated between April 1 and October 31 of that  
281 Year.

282 (3) The amount to be paid on or before July 1 shall be equal to the  
283 difference between the amount paid on May 1 and the total amount due for the Year, based on  
284 the total area actually irrigated between April 1 and July 1.

285 (4) If additional areas are placed under irrigation on or after July 1, but  
286 before October 31, additional payment shall be made in advance of such additional irrigation at  
287 the Rates and Charges shown in Exhibit D for each additional acre placed under irrigation.

288 (d) Payments to be made by the Contractor to the United States under this  
289 Settlement Contract may be paid from any revenues available to the Contractor. All revenues  
290 received by the United States from the Contractor relating to the delivery of Project Water or the  
291 delivery of non-Project Water through Project facilities shall be allocated and applied in  
292 accordance with Federal Reclamation law and the associated rules or regulations, and the then  
293 current Project ratesetting policies for irrigation water.

294 (e) The Contracting Officer shall keep its accounts pertaining to the  
295 administration of the financial terms and conditions of its long-term water service and Settlement  
296 Contracts, in accordance with applicable Federal standards, so as to reflect the application of  
297 Project costs and revenues. The Contracting Officer shall, each Year upon request of the  
298 Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense

299 allocations, the disposition of all Project and Contractor revenues, and a summary of all water  
300 delivery information. The Contracting Officer and the Contractor shall enter into good faith  
301 negotiations to resolve any discrepancies or disputes relating to accountings, reports, or  
302 information.

303           (f)     The parties acknowledge and agree that the efficient administration of this  
304 Settlement Contract is their mutual goal. Recognizing that experience has demonstrated that  
305 mechanisms, policies, and procedures used for establishing Rates and Charges and/or for making  
306 and allocating payments, other than those set forth in this Article may be in the mutual best  
307 interest of the parties, it is expressly agreed that the parties may enter into agreements to modify  
308 the mechanisms, policies, and procedures for any of those purposes while this Settlement  
309 Contract is in effect without amendment of this Settlement Contract.

310           (g)     For the term of this Settlement Contract, Rates under the respective  
311 ratesetting policies for the Project will be established to recover only reimbursable operation and  
312 maintenance (including any deficits) and capital costs of the Project, as those terms are used in  
313 the then current Project ratesetting policies, and interest, where appropriate, except in instances  
314 where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy.  
315 Proposed changes of significance in practices which implement the ratesetting policies for the  
316 Project will not be implemented until the Contracting Officer has provided the Contractor an  
317 opportunity to discuss the nature, need, and impact of the proposed change. The Contractor  
318 retains all rights to challenge the validity of Rates and Charges imposed pursuant to this  
319 Settlement Contract, including but not limited to operation and maintenance expenses and  
320 operation and maintenance deficits, in an appropriate administrative or judicial proceeding.



321           (h)     Except as provided in subsection 3405(a)(1)(B) of the CVPIA, the Rates  
322 for Project Water transferred, exchanged, or otherwise disposed of, by the Contractor shall be the  
323 Contractor's Rates adjusted upward or downward to reflect the changed costs of delivery (if any)  
324 of the transferred, exchanged, or otherwise disposed of Project Water to the transferee's point of  
325 delivery in accordance with the then-current ratesetting policies for the Project. Except as  
326 provided in subsection 3407(d)(2)(A) of the CVPIA, the Charges for Project Water transferred,  
327 exchanged, or otherwise disposed of, by the Contractor shall be the Contractor's Charges  
328 specified in Exhibit D. If the Contractor is receiving lower Rates and Charges because of  
329 inability to pay and is transferring, exchanging, or otherwise disposing of Project Water to  
330 another entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and  
331 Charges for transferred, exchanged, or otherwise disposed of Project Water shall be the  
332 Contractor's Rates and Charges unadjusted for ability to pay.

333           (i)     Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting  
334 Officer is authorized to adjust determinations of ability to pay every five years.

335           (j)     Each payment to be made pursuant to subdivisions (a) and (b) of this  
336 Article shall be made at the office of the Bureau of Reclamation, MP Region: Mid-Pacific,  
337 P.O. Box 894242, Los Angeles, CA 90189-4242, or at such other place as the United States may  
338 designate in a written notice to the said Contractor. Payments shall be made by cash transaction,  
339 wire, or any other mechanism as may be agreed to in writing by the Contractor and the  
340 Contracting Officer. In the event there should be a default in the payment of the amount due, the  
341 delinquent payment provisions of Article 13 shall apply. The Contractor shall not be relieved of  
342 the whole or any part of its said obligation by, on account of, or notwithstanding, as the case may  
343 be its failure, refusal, or neglect to divert the quantity of Project Water shown on Exhibit A.

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AGREEMENT ON WATER QUANTITIES

9. (a) During the term of this Settlement Contract and any renewals thereof:

(1) It shall constitute full agreement as between the United States and the Contractor as to the quantities of water and the allocation thereof between Base Supply and Project Water which may be diverted by the Contractor from the Sacramento River for beneficial use on the land shown on Exhibit B from April 1 through October 31, which said diversion, use, and allocation shall not be disturbed so long as the Contractor shall fulfill all of its obligations hereunder;

(2) Neither party shall claim any right against the other in conflict with the provisions of Article 9(a)(1) hereof.

(b) Nothing herein contained is intended to or does limit rights of the Contractor against others than the United States or of the United States against any person other than the Contractor; Provided, however, that in the event the Contractor, the United States, or any other person shall become a party to a general adjudication of rights to the use of water of the Sacramento River system, this Settlement Contract shall not jeopardize the rights or position of either party hereto or of any other person and the rights of all such persons in respect to the use of such water shall be determined in such proceedings the same as if this Settlement Contract had not been entered into, and if final judgment in any such general adjudication shall determine that the rights of the parties hereto are different from the rights as assumed herein, the parties shall negotiate an amendment to give effect to such judgment. In the event the parties are unable to agree on an appropriate amendment they shall, within 60 days of determining that there is an impasse, employ the services of a neutral mediator, experienced in resolving water rights disputes, to assist in resolving the impasse. The cost of the mediation will be shared equally. A

367 failure to reach agreement on an amendment within 60 days of the end of mediation will cause  
368 the immediate termination of this Settlement Contract.

369 (c) In the event that the California State Water Resources Control Board or a  
370 court of competent jurisdiction issues a final decision or order modifying the terms and  
371 conditions of the water rights of either party to this Settlement Contract in order to impose Bay-  
372 Delta water quality obligations, the Contractor and the United States shall promptly meet to  
373 determine whether or not to modify any of the terms of this Settlement Contract to comply with  
374 the final decision or order. If within 60 days of the date of the issuance of the final decision or  
375 order the parties are not able to reach agreement regarding either the need to modify this  
376 Settlement Contract or the manner in which this Settlement Contract is to be modified, the  
377 parties shall promptly retain a neutral mediator, experienced in resolving water right disputes, to  
378 assist the parties in resolving their dispute. The cost of the mediator shall be shared equally. In  
379 the event that either of the parties to this Settlement Contract determines that the parties will not  
380 be able to develop mutually-agreeable modification(s) to this Settlement Contract even with the  
381 assistance of a mediator, either of the parties to this Settlement Contract may attempt to resolve  
382 the impasse by seeking appropriate judicial relief including, but not limited to, filing a general  
383 adjudication of the rights to the use of water in the Sacramento River system. The foregoing  
384 provisions of this sub-article shall only apply to the incremental obligations contained within a  
385 final decision or order of the State Water Resources Control Board that reflects a modification to  
386 the obligations imposed in State Water Resources Control Board Revised Water Rights Decision  
387 1641 dated March 15, 2000, and its associated 1995 Water Quality Control Plan which, taken  
388 together, will be considered the baseline for the application of the provisions of this sub-article.

389 (d) In the event this Settlement Contract terminates, the rights of the parties to  
 390 thereafter divert and use water shall exist as if this Settlement Contract had not been entered into;  
 391 and the fact that as a compromise settlement of a controversy as to the respective rights of the  
 392 parties to divert and use water and the yield of such rights during the term hereof, this Settlement  
 393 Contract places a limit on the Contract Total to be diverted annually by the Contractor during the  
 394 Settlement Contract term and segregates it into Base Supply and Project Water shall not  
 395 jeopardize the rights or position of either party with respect to its water rights or the yield thereof  
 396 at all times after the Settlement Contract terminates. It is further agreed that the Contractor at all  
 397 times will first use water to the use of which it is entitled by virtue of its own water rights, and  
 398 neither the provisions of this Settlement Contract, action taken thereunder, nor payments made  
 399 thereunder to the United States by the Contractor shall be construed as an admission that any part  
 400 of the water used by the Contractor during the term of this Settlement Contract was in fact water  
 401 to which it would not have been entitled under water rights owned by it nor shall receipt of  
 402 payments thereunder by the United States from the Contractor be construed as an admission that  
 403 any part of the water used by the Contractor during the term of this Settlement Contract was in  
 404 fact water to which it would have been entitled under water rights owned by it.

405 MEASUREMENT OF WATER

406 10. (a) All water diverted by the Contractor from the Sacramento River will be  
 407 diverted at the existing point or points of diversion shown on Exhibit A or at such other points as  
 408 may be mutually agreed upon in writing by the Contracting Officer and the Contractor.

409 (b) The right of ingress to and egress from all points of diversion is hereby  
 410 granted to all authorized employees of the United States. The Contractor also hereby grants to  
 411 the United States the right to install, operate, maintain, and replace measuring equipment on

412 diversion or carriage facilities at each point of diversion as the Contracting Officer deems  
413 necessary.

414 (c) The Contractor shall not modify, alter, remove, or replace diversion  
415 facilities or do any other act which would alter the effectiveness or accuracy of the measuring  
416 equipment installed by the United States or its representatives unless and until the Contracting  
417 Officer has been notified with due diligence and has been given an opportunity to modify such  
418 measuring equipment in such manner as may be necessary or appropriate. In the event of an  
419 emergency the Contractor shall notify the United States within a reasonable time thereafter as to  
420 the existence of the emergency and the nature and extent of such modification, alteration,  
421 removal, or replacement of diversion facilities.

422 (d) The Contractor shall pay the United States for the costs to repair, relocate,  
423 or replace measurement equipment when the Contractor modifies, alters, removes, or replaces  
424 diversion or carriage facilities.

425 RULES AND REGULATIONS

426 11. The parties agree that the delivery of Project Water for irrigation use or use of  
427 Federal facilities pursuant to this Settlement Contract is subject to Federal Reclamation law,  
428 including but not limited to, the Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.), as  
429 amended and supplemented, and the rules and regulations promulgated by the Secretary of the  
430 Interior under Federal Reclamation law.

431 GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

432 12. (a) The obligation of the Contractor to pay the United States as provided in  
433 this Settlement Contract is a general obligation of the Contractor notwithstanding the manner in  
434 which the obligation may be distributed among the Contractor's water users and notwithstanding  
435 the default of individual water users in their obligations to the Contractor.

436 (b) The payment of Charges becoming due hereunder is a condition precedent  
437 to receiving benefits under this Settlement Contract. The United States shall not make water  
438 available to the Contractor through Project facilities during any period in which the Contractor  
439 may be in arrears in the advance payment of water Rates due the United States. The Contractor  
440 shall not furnish water made available pursuant to this Settlement Contract for lands or parties  
441 which are in arrears in the advance payment of water rates levied or established by the  
442 Contractor.

443 (c) With respect to subdivision (b) of this Article, the Contractor shall have no  
444 obligation to require advance payment for water Rates which it levies.

445 CHARGES FOR DELINQUENT PAYMENTS

446 13. (a) The Contractor shall be subject to interest, administrative and penalty  
447 charges on delinquent installments or payments. When a payment is not received by the due  
448 date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond  
449 the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an  
450 administrative charge to cover additional costs of billing and processing the delinquent payment.  
451 When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty  
452 charge of six percent per year for each day the payment is delinquent beyond the due date.  
453 Further, the Contractor shall pay any fees incurred for debt collection services associated with a  
454 delinquent payment.

455 (b) The interest charge rate shall be the greater of the rate prescribed quarterly  
456 in the Federal Register by the Department of the Treasury for application to overdue payments,  
457 or the interest rate of one-half of one percent per month prescribed by Section 6 of the  
458 Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be  
459 determined as of the due date and remain fixed for the duration of the delinquent period.

460 (c) When a partial payment on a delinquent account is received, the amount  
461 received shall be applied, first to the penalty, second to the administrative charges, third to the  
462 accrued interest, and finally to the overdue payment.

463 QUALITY OF WATER

464 14. The operation and maintenance of Project facilities shall be performed in such  
465 manner as is practicable to maintain the quality of raw water made available through such  
466 facilities at the highest level reasonably attainable as determined by the Contracting Officer. The  
467 United States does not warrant the quality of water and is under no obligation to construct or  
468 furnish water treatment facilities to maintain or better the quality of water.

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WATER AND AIR POLLUTION CONTROL

15. The Contractor, in carrying out this Settlement Contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

EQUAL OPPORTUNITY

16. During the performance of this Settlement Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of payment or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting

503 Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with  
504 such rules, regulations, and orders.

505 (f) In the event of the Contractor's noncompliance with the nondiscrimination  
506 clauses of this Settlement Contract or with any of the said rules, regulations, or orders, this  
507 Settlement Contract may be canceled, terminated, or suspended, in whole or in part, and the  
508 Contractor may be declared ineligible for further Government contracts in accordance with  
509 procedures authorized in said amended Executive Order, and such other sanctions may be  
510 imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or  
511 order of the Secretary of Labor, or as otherwise provided by law.

512 (g) The Contractor will include the provisions of paragraphs (a) through (g) in  
513 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the  
514 Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such  
515 provisions will be binding upon each subcontractor or vendor. The Contractor will take such  
516 action with respect to any subcontract or purchase order as may be directed by the Secretary of  
517 Labor as a means of enforcing such provisions, including sanctions for noncompliance:  
518 Provided, however, that in the event the Contractor becomes involved in, or is threatened with,  
519 litigation with a subcontractor or vendor as a result of such direction, the Contractor may request  
520 the United States to enter into such litigation to protect the interests of the United States.

521 17. Omitted.

522 18. Omitted.

523 BOOKS, RECORDS, AND REPORTS

524 19. The Contractor shall establish and maintain accounts and other books and records  
525 pertaining to administration of the terms and conditions of this Settlement Contract, including:  
526 the Contractor's financial transactions, water supply data, and Project land and right-of-way  
527 agreements; the water users' land-use (crop census), land ownership, land-leasing and water use  
528 data; and other matters that the Contracting Officer may require. Reports thereon shall be  
529 furnished to the Contracting Officer in such form and on such date or dates as the Contracting  
530 Officer may require. Subject to applicable Federal laws and regulations, each party to this  
531 Settlement Contract shall have the right during office hours to examine and make copies of each  
532 other's books and official records relating to matters covered by this Settlement Contract.

533 CHANGE OF PLACE OF USE OR ORGANIZATION

534 20. Unless the written consent of the United States is first obtained no change shall be  
535 made in the place of water use shown on Exhibit B.

536 21. Omitted.



537

NOTICES

538           22. Any notice, demand, or request authorized or required by this Settlement Contract  
539 shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid,  
540 or delivered to the Area Manager, Northern California Area Office, Bureau of Reclamation,  
541 16349 Shasta Dam Boulevard, Shasta Lake, California 96019, and on behalf of the United  
542 States, when mailed, postage prepaid, or delivered to William P. Lockett and Jean B. Lockett,  
543 1998 Revocable Trust, 21448 Cranmore Road, Knights Landing, California 95645. The  
544 designation of the addressee or the address may be changed by notice given in the same manner  
545 as provided in this Article for other notices.

546

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

547           23. (a) The provisions of this Settlement Contract shall apply to and bind the  
548 successors and assigns of the parties hereto, but no assignment or transfer of this Settlement  
549 Contract or any right or interest therein shall be valid until approved in writing by the  
550 Contracting Officer.

551                   (b) The assignment of any right or interest in this Settlement Contract by  
552 either party shall not interfere with the rights or obligations of the other party to this Settlement  
553 Contract absent the written concurrence of said other party.

554                   (c) The Contracting Officer shall not unreasonably condition or withhold his  
555 approval of any proposed assignment.

556

OFFICIALS NOT TO BENEFIT

557           24. No Member of or Delegate to Congress, Resident Commissioner, or official of the  
558 Contractor shall benefit from this Settlement Contract other than as a water user or landowner in  
559 the same manner as other water users or landowners.

560

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

561           25. The expenditure or advance of any money or the performance of any obligation of  
562 the United States under this Settlement Contract shall be contingent upon appropriation or  
563 allotment of funds. Absence of appropriation or allotment of funds shall not relieve the  
564 Contractor from any obligations under this Settlement Contract. No liability shall accrue to the  
565 United States in case funds are not appropriated or allotted.

566

CONFIRMATION OF SETTLEMENT CONTRACT

567           26. The Contractor, after the execution of this Settlement Contract, shall promptly  
568 seek to secure a decree of a court of competent jurisdiction of the State of California, if  
569 appropriate, confirming the execution of this Settlement Contract. The Contractor shall furnish

570 the United States a certified copy of the final decree, the validation proceedings, and all pertinent  
571 supporting records of the court approving and confirming this Settlement Contract, and  
572 decreeing and adjudging it to be lawful, valid, and binding on the Contractor. This Settlement  
573 Contract shall not be binding on the United States until such final decree has been secured.

574 27. Omitted.

575 PRIVACY ACT COMPLIANCE

576 28. (a) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a)  
577 (the Act) and the Department of the Interior rules and regulations under the Act (43 CFR 2.45 et  
578 seq.) in maintaining Landholder acreage certification and reporting records, required to be  
579 submitted to the Contractor for compliance with Sections 206 and 228 of the Reclamation  
580 Reform Act of 1982 (96 Stat. 1266), and pursuant to 43 CFR 426.18.

581 (b) With respect to the application and administration of the criminal penalty  
582 provisions of the Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees  
583 responsible for maintaining the certification and reporting records referenced in (a) above are  
584 considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

585 (c) The Contracting Officer or a designated representative shall provide the  
586 Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau  
587 of Reclamation Federal Register Privacy Act System of Records Notice (Acreage Limitation--  
588 Interior, Reclamation-31) which govern the maintenance, safeguarding, and disclosure of  
589 information contained in the Landholder's certification and reporting records.

590 (d) The Contracting Officer shall designate a full-time employee of the  
591 Bureau of Reclamation to be the System Manager who shall be responsible for making decisions  
592 on denials pursuant to 43 CFR 2.61 and 2.64 amendment requests pursuant to 43 CFR 2.72. The  
593 Contractor is authorized to grant requests by individuals for access to their own records.

594 (e) The Contractor shall forward promptly to the System Manager each  
595 proposed denial of access under 43 CFR 2.64; and each request for amendment of records filed  
596 under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System  
597 Manager with information and records necessary to prepare an appropriate response to the  
598 requester. These requirements do not apply to individuals seeking access to their own  
599 certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18, unless the  
600 requester elects to cite the Privacy Act as a basis for the request.

601 WATER CONSERVATION

602 29. (a) Prior to the diversion of Project Water, the Contractor shall be  
603 implementing an effective water conservation and efficiency program based on the Basin-Wide  
604 Water Management Plan and/or Contractor's water conservation plan that has been determined

605 by the Contracting Officer to meet the conservation and efficiency criteria for evaluating water  
606 conservation plans established under Federal law. The water conservation and efficiency  
607 program shall contain definite water conservation objectives, appropriate economically feasible  
608 water conservation measures, and time schedules for meeting those objectives. Continued  
609 diversion of Project Water pursuant to this Settlement Contract shall be contingent upon the  
610 Contractor's continued implementation of such water conservation program. In the event the  
611 Contractor's water conservation plan or any revised water conservation plan completed pursuant  
612 to subdivision (d) of Article 29 of this Settlement Contract have not yet been determined by the  
613 Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer  
614 determines are beyond the control of the Contractor, Project Water deliveries shall be made  
615 under this Settlement Contract so long as the Contractor diligently works with the Contracting  
616 Officer to obtain such determination at the earliest practicable date, and thereafter the Contractor  
617 immediately begins implementing its water conservation and efficiency program in accordance  
618 with the time schedules therein.

619 (b) The Contractor shall submit to the Contracting Officer a report on the  
620 status of its implementation of the water conservation plan on the reporting dates specified in the  
621 then existing conservation and efficiency criteria established under Federal law.

622 (c) At five-year intervals, the Contractor shall revise its water conservation  
623 plan to reflect the then current conservation and efficiency criteria for evaluating water  
624 conservation plans established under Federal law and submit such revised water management  
625 plan to the Contracting Officer for review and evaluation. The Contracting Officer will then  
626 determine if the water conservation plan meets Reclamation's then current conservation and  
627 efficiency criteria for evaluating water conservation plans established under Federal law.

628 (d) If the Contractor is engaged in direct groundwater recharge, such activity  
629 shall be described in the Contractor's water conservation plan.

630 OPINIONS AND DETERMINATIONS

631 30. (a) Where the terms of this Settlement Contract provide for actions to be  
632 based upon the opinion or determination of either party to this Settlement Contract, said terms  
633 shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or  
634 unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of  
635 this Settlement Contract, expressly reserve the right to seek relief from and appropriate  
636 adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each  
637 opinion or determination by either party shall be provided in a timely manner. Nothing in  
638 subdivision (a) of Article 30 of this Settlement Contract is intended to or shall affect or alter the  
639 standard of judicial review applicable under Federal law to any opinion or determination  
640 implementing a specific provision of Federal law embodied in statute or regulation.

641 (b) The Contracting Officer shall have the right to make determinations  
642 necessary to administer this Settlement Contract that are consistent with the provisions of this  
643 Settlement Contract, the laws of the United States and of the State of California, and the rules  
644 and regulations promulgated by the Secretary of the Interior. Such determinations shall be made  
645 in consultation with the Contractor to the extent reasonably practicable.

646 CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS

647 31. (a) In addition to all other payments to be made by the Contractor pursuant to  
648 this Settlement Contract, the Contractor shall pay to the United States, within 60 days after  
649 receipt of a bill and detailed statement submitted by the Contracting Officer to the Contractor for  
650 such specific items of direct cost incurred by the United States for work requested by the

651 Contractor associated with this Settlement Contract plus indirect costs in accordance with  
652 applicable Bureau of Reclamation policies and procedures. All such amounts referred to in this  
653 Article shall not exceed the amount agreed to in writing in advance by the Contractor. This  
654 Article shall not apply to costs for routine contract administration.

655 (b) All advances for miscellaneous costs incurred for work requested by the  
656 Contractor pursuant to Article 31 of this Settlement Contract shall be adjusted to reflect the  
657 actual costs when the work has been completed. If the advances exceed the actual costs incurred,  
658 the difference will be refunded to the Contractor. If the actual costs exceed the Contractor's  
659 advances, the Contractor will be billed for the additional costs pursuant to Article 31 of this  
660 Settlement Contract.

661 WAIVER OF DEFAULT

662 32. The waiver by either party to this Settlement Contract as to any default shall not  
663 be construed as a waiver of any other default or as authority of the other party to continue such  
664 default or to make, do, or perform, or not to make, do, or perform, as the case may be, any act or  
665 thing which would constitute a default.

666 CONTRACT ASSIGNMENT OR TERMINATION UPON TRANSFER OF LAND

667 33. (a) The rights and obligations of the Contractor may be transferred in  
668 connection with the transfer of title to the land or any portion thereof delineated on Exhibit B on  
669 the following terms and conditions:

670 (1) A voluntary inter vivos transfer may be made, upon mutual  
671 agreement of the United States and the Contractor, to a person eligible to hold title to the land as  
672 a nonexcess landowner; and

673                     (2)     In the event the title of the Contractor to such land, or any portion  
674 thereof, is transferred by operation of law, such as by conveyance in satisfaction of a mortgage,  
675 by inheritance, or by devise, the rights and obligations of the Contractor shall pass with the title  
676 and the land shall be subject to provisions of Reclamation law pertaining to such transfers. Any  
677 transfer of the rights and obligations of this Settlement Contract by the person acquiring title by  
678 operation of law shall be in accordance with provisions of subsection (1) above.

679                     (b)     The Contractor shall notify the Contracting Officer in writing of any  
680 proposed transfer of this Settlement Contract. In addition, in the case of a partial assignment the  
681 Contractor shall:

682                     (1)     Designate the proportionate quantities of Base Supply and Project  
683 Water which it desires to assign; and

684                     (2)     Furnish the United States with a copy of the deed transferring title.

685                     (c)     No transfer of this Settlement Contract shall be effective unless and until  
686 approved by the Contracting Officer, and, if approved, shall be effective from the date of such  
687 approval.

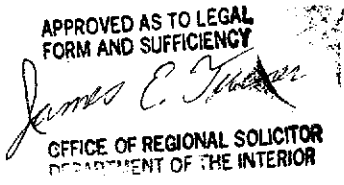
688                     (d)     Upon mutual agreement between the United States and the Contractor, this  
689 Settlement Contract or a portion thereof may be terminated and the new landowner will have the  
690 privilege of entering into a Settlement Contract for water service for a proportionate share of the  
691 Contract Total provided he is duly qualified to receive water for such land.

692   TERMINATION

693                     34.     This Settlement Contract will terminate upon mutual agreement of the parties  
694 prior to the end of the term or any renewal thereof.

695 IN WITNESS WHEREOF, the parties hereto have executed this Settlement  
696 Contract as of the day and year first hereinabove written.

697 THE UNITED STATES OF AMERICA



698 By: [Signature]  
699 Regional Director, Mid-Pacific Region  
700 Bureau of Reclamation

701 (SEAL)

702 WILLIAM P. LOCKETT and JEAN B.  
703 LOCKETT 1998 REVOCABLE TRUST

704 By: William P. Lockett  
705 William P. Lockett, Trustee

706 By: Jean B. Lockett  
707 Jean B. Lockett, Trustee

708 (H:\publid\Sac River Final LTRC's-01\2005-01-31-01  
709 Lockett,WilliamandJeanFinalDraftContractwithexhibits.doc)

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Yolo } ss.

On 4/22/05 before me, Gary R Wright, Notary Public,  
(DATE) (NOTARY)  
 personally appeared William P. and Jean B. Hockett  
SIGNER(S)

personally known to me - OR -  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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.  
  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLES:
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_ TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ OTHER

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_

RIGHT THUMBPRINT  
 OF  
 SIGNER

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Exhibit A

WILLIAM P. LOCKETT and JEAN B. LOCKETT 1998 REVOCABLE TRUST  
 Sacramento River

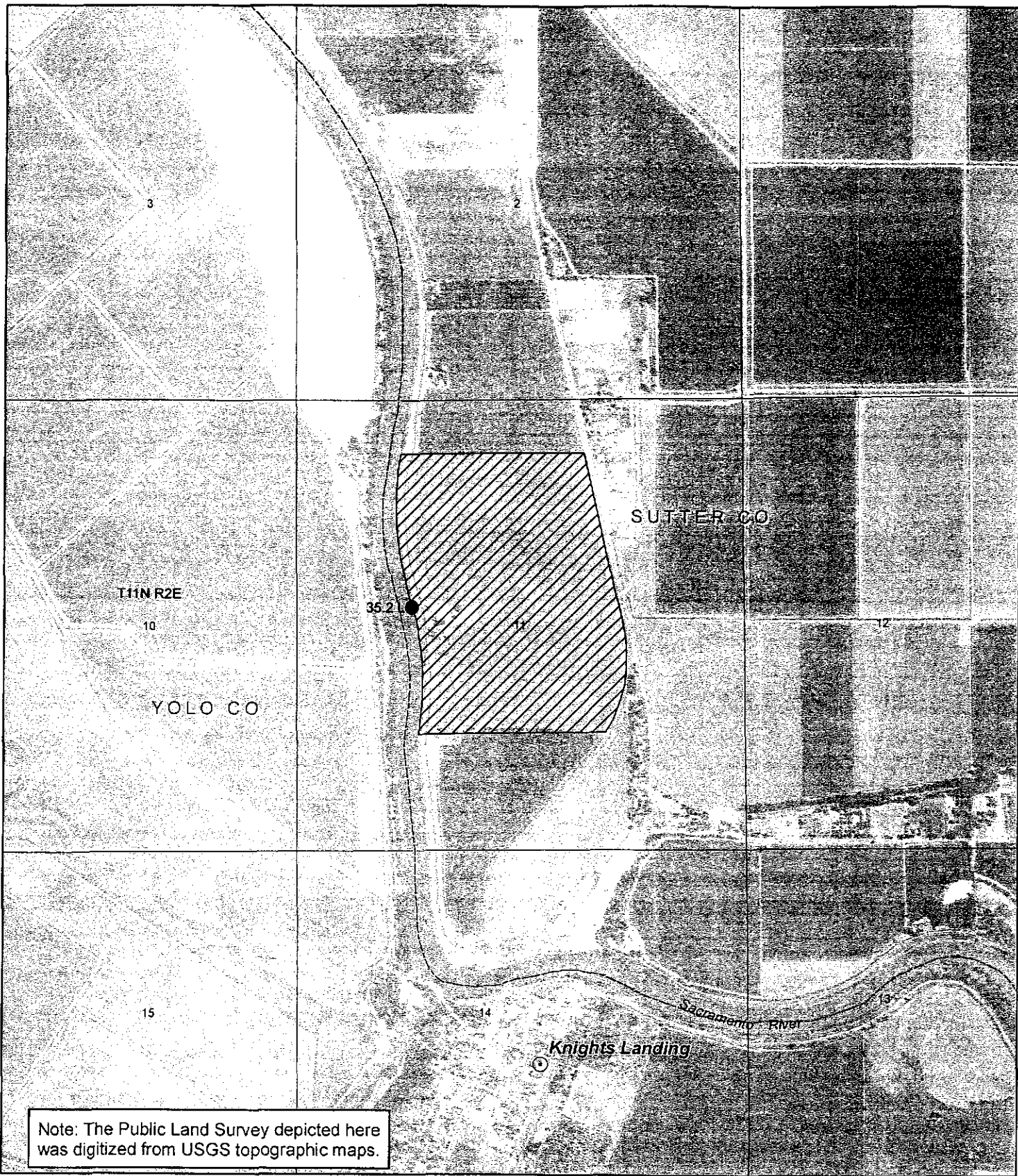
SCHEDULE OF MONTHLY DIVERSIONS OF WATER

	<u>Base Supply</u> (acre-feet)	<u>Project Water</u> (acre-feet)	<u>Contract Total</u> (acre-feet)
April	<u>10</u>	<u>0</u>	<u>10</u>
May	<u>60</u>	<u>0</u>	<u>60</u>
June	<u>100</u>	<u>10</u>	<u>110</u>
July	<u>100</u>	<u>10</u>	<u>110</u>
August	<u>80</u>	<u>20</u>	<u>100</u>
September	<u>20</u>	<u>7</u>	<u>27</u>
October	<u>0</u>	<u>0</u>	<u>0</u>
Total	<u>370</u>	<u>47</u>	<u>417</u>

Irrigable Acres: 160

Points of Diversion: 35.2L



Dated: 01-31-2005



Note: The Public Land Survey depicted here was digitized from USGS topographic maps.

# Lockett, William and Jean

Contract No. 14-06-200-4105A-R-1  
Exhibit B

-  Contractor's Service Area
-  Point of Diversion

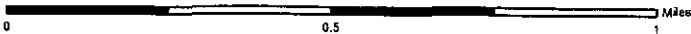


Exhibit C

Omitted

Exhibit D

WILLIAM P. LOCKETT and JEAN B. LOCKETT 1998 REVOCABLE TRUST  
 Sacramento River  
2005 Water Rates and Charges per Acre

Irrigation

COST OF SERVICE RATE: \$4.74

FULL-COST RATES:

Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981. \$6.44

Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981. \$7.19

CHARGES UNDER P.L. 102-575 TO THE RESTORATION FUND 1/  
 Restoration Payments (3407(d)(2)(A)) \$2.33

1/ Restoration fund charges are payments in addition to the water rates and were determined pursuant to Title XXXIV of Public Law 102-575. Restoration fund charges are on a fiscal year basis (10/1 - 9/30).