

Lessor's costs of complying with any inspection, monitoring, or reporting requirements authorized or imposed by any such program, except as provided by the Stipulations and Orders between the Department and County of Inyo, which provides, in part:

13.2 Other Lease Charges

Lease charges and/or other charges for water supplied by the City and its Department to its Owens Valley lessees pursuant to lease may not be increased directly or indirectly as a result of any provision in this stipulation and order. This provision shall not be construed as preventing rent increases not related to the supply of water, which the City determines to implement in the ordinary course of business following its usually applicable practices and principles in the determination of the need for rent increases, capitalization of improvements, or land reclassification.

The Lessee's pro rata share of any such costs shall be measured by the proportion of water it receives, whether groundwater or surface, measured against the total amount of water on which such fees and costs are based. Unless Lessor shall otherwise find and determine, this additional rent shall be estimated and added to the basic rent at the beginning of any rental period, subject to adjustment as provided in this paragraph.

IRRIGATION WATER: Any water supply delivered for irrigation of the leased premises must be utilized as follows:

- A. Five Acre-Foot Limitation: Water supplies to all land classified for irrigation (alfalfa and pasture) will be delivered in an amount not to exceed five (5) acre feet per acre per irrigation season, subject to conditions stated in the paragraphs of this lease entitled "Water Supply" and "Classification of Lands and Scheduled Rent." Stockwater and water returned to Lessor's system at locations where it can be conveniently measured will not be included in computing the five acre-foot water supply.
- B. Call for Irrigation: When Lessee advises Lessor that he is ready to irrigate, Lessor will provide water to Lessee as soon as possible under then existing conditions.
- C. Condition of Ditches: Lessor may determine whether or not Lessee's ditches, pipelines, and gates are in reasonably proper condition to receive water. Lessee shall maintain all ditches, pipelines, and gates free of obstructions and in good working order.
- D. Drainage Facilities: Every Lessee shall construct, maintain, and operate adequate drainage

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**WATER SUPPLY COST:** The rent due hereunder shall be increased by a pro rata share of all regulatory fees or costs incurred by Lessor as the result of any regulatory, environmental, or management program, including Lessor's costs of complying with any inspection, monitoring, or reporting requirements authorized or imposed by any such program, except as provided by the Stipulations and Orders between the Department and County of Inyo, which provides, in part:

**XIX. Other Lease Charges**

Lease charges and/or other charges for water supplied by the City and its Department to its Owens Valley lessees pursuant to lease may not be increased directly or indirectly as a result of any provision in this stipulation and order. This provision shall not be construed as preventing rent increases not related to the supply of water, which the City determines to implement in the ordinary course of business following its usually applicable practices and principles in the determination of the need for rent increases, capitalization of improvements, or land reclassification.

The Lessee's pro rata share of any such costs shall be measured by the proportion of water it receives, whether groundwater or surface, measured against the total amount of water on which such fees and costs are based. Unless Lessor shall otherwise find and determine, this additional rent shall be estimated and added to the basic rent at the beginning of any rental period, subject to adjustment as provided in this paragraph.

**IRRIGATION WATER:** Any water supply delivered for irrigation of the leased premises must be utilized as follows:

- A. Five Acre-Foot Limitation: Water supplies to all land classified for irrigation (alfalfa and pasture) will be delivered in an amount not to exceed five (5) acre-feet per acre per irrigation season, subject to conditions stated in this lease in the paragraph entitled *Water Supply* and as shown on *Schedule A*. Stockwater will not be included in computing the five acre-foot water supply.
- B. Call for Irrigation: When Lessee advises Lessor that he is ready to irrigate, Lessor will provide water to Lessee as soon as possible under then existing conditions.
- C. Condition of Ditches: Lessor may determine whether or not Lessee's ditches, pipelines, and gates are in reasonably proper condition to receive water. Lessee shall maintain all ditches, pipelines, and gates free of obstructions and in good working order.
- D. Drainage Facilities: Every Lessee shall construct, maintain, and operate adequate drainage facilities so as to prevent damage to adjacent lands.

If Lessee has installed improvements approved by Lessor which have increased the efficiency of the water use, Lessor, at its discretion, may classify additional land included in this lease for irrigation. The existing water allotment will not be increased, and water conserved by installation of these improvements shall be used to irrigate said additional land. Water supply



# Department of Water and Power



# the City of Los Angeles

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Mayor

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JOHN C. BURMAHLN, *Secretary*

DAVID H. WIGGS, *General Manager*  
FRANK SALAS, *Chief Operating Officer*

March 19, 2003

Dear Ranch Lessee:

Subject: [REDACTED] - 2003 Irrigation and Stockwater

Due to lack of precipitation, this year's runoff is forecasted to, again, be below normal. However, the Los Angeles Department of Water and Power (LADWP) plans to make your normal irrigation allotment of 5 acre-feet per acre available beginning April 1, 2003. Due to new commitments for water by LADWP, all water uses will be closely scrutinized. Also, stockwater deliveries will be minimized and monitored.

Lessees who depend upon creek water as a sole source should maintain sufficient flows downstream of their diversions to sustain existing aquatic resources at all times. Lessees should also be prepared to decrease or cease irrigation as each creek approaches minimum in-stream flows as determined by LADWP staff.

LADWP encourages continued efficient use of irrigation water and stockwater, including the minimizing of returns. Consistent with past practice, it is the lessee's responsibility to maintain and clean irrigation ditches within the lessee's leased area.

Please schedule your irrigation water requests Monday through Friday, between 7:30 a.m. and 4:00 p.m. To request irrigation water, please phone one of the following persons at least 48 hours in advance:

Tinemaha south.....	Daniel Miller, Jr.....	878-3001
	Rick Mayfield .....	878-3003
Tinemaha north .....	Steve Troglin .....	873-0216 or 920-2693 (car phone)
	Steve Butler.....	873-0235
Long Valley.....	Jim De Smet.....	873-0231
	Steve Butler.....	873-0235

## Water and Power Conservation ... a way of life

Bishop, California mailing address: 300 Mandich Street, Bishop, CA 93514-3449 Telephone: (760) 872-1104 FAX: (760) 873-0266  
111 North Hope Street, Los Angeles, California Mailing address: Box 51111, Los Angeles 90051-0100  
Telephone: (213) 367-4211 Cable address: DEWAPOLA FAX: (213) 367-3287

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in supply at any given time. It is the intent of Lessor, subject to its paramount responsibility to furnish water for the City of Los Angeles, to manage its water supplies to the fullest extent it deems practical, including pumping from the groundwater basin in order to provide water for leased land herein classified for irrigation. The amount and availability of water, if any, shall at all times be determined solely by the Lessor. The availability of water is further dependent upon the Lessor's continued rights and ability to pump water from the Owens Valley Groundwater Basin, in accordance with the provisions of the Inyo-Los Angeles Long-Term Water Management Agreement, now entered as a Stipulation and Order for Judgment in Inyo County Superior Court, Case No. 12908 ("Long-Term Water Agreement"), which provides, in part:

"IV.A. Type E Vegetation

The Department shall continue to provide water for Los Angeles-owned lands in Inyo County in an amount sufficient so that the water-related uses of such lands that were made during the 1981-82 runoff year can continue to be made. The Department shall continue to provide water to Los Angeles-owned lands in the Olancho/Cartago area such that the lands that have received water in the past will continue to receive water. Additionally, the Department shall provide water to any enhancement/mitigation projects added since 1981-82, unless the Inyo County Board of Supervisors and the Department agree to reduce or eliminate such water supply.

It is recognized that successive dry years could result in insufficient water to meet all needs. During periods of dry year water shortages, the Technical Group will evaluate existing conditions. A program providing for reasonable reductions in irrigation water supply for Los Angeles-owned lands in the Owens Valley and for enhancement/mitigation projects may be implemented if such a program is approved by the Inyo County Board of Supervisors and the Department, acting through the Standing Committee."

- 7.2. Lessee agrees to maintain sufficient flows downstream of creek diversions to sustain existing aquatic resources. Lessor shall decrease or cease irrigation as each creek approaches minimum in-stream flows as determined by Lessor. Lessor may require minimum flows in the creeks to improve aquatic habitats and avoid regulatory conflicts. Minimum fish flows and potentially allowing temporary passing of peak flows are possible water management needs. These water management needs will be coordinated with the Lessee to minimize impacts to the Lessee's operations while meeting Lessor's objectives. In all cases of conflict between Lessee's operations and Lessor's objectives, Lessor's objections shall prevail.
- 7.3. Lessee further acknowledges and agrees that pursuant to Section 220(3) of the City of Los Angeles City Charter, any supply of water to the leased premises by Lessor is subject to the paramount right of the Lessor at any time to discontinue the same in whole or in part and to take or hold or distribute such water for the use of the Lessor and its inhabitants. Lessee further acknowledges and agrees that



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implemented if such a program is approved by the Inyo County Board of Supervisors and the Lessor, acting through the Standing Committee."

- 8.2. Lessee agrees to maintain sufficient flows downstream of creek diversions to sustain existing aquatic resources. Lessor shall decrease or cease irrigation as each creek approaches minimum in-stream flows as determined by Lessor. Lessor may require minimum flows in the creeks to improve aquatic habitats and avoid regulatory conflicts. Minimum fish flows and potentially allowing temporary passing of peak flows are possible water management needs. These water management needs will be coordinated with the Lessee to minimize impacts to the Lessee's operations while meeting Lessor's objectives. In all cases of conflict between Lessee's operations and Lessor's objectives, Lessor's objections shall prevail.
- 8.3. Lessee further acknowledges and agrees that pursuant to Section 220(3) of the Los Angeles City Charter, any supply of water to the leased premises by Lessor is subject to the paramount right of the Lessor at any time to discontinue the same in whole or in part and to take or hold or distribute such water for the use of the Lessor and its inhabitants. Lessee further acknowledges and agrees that there shall be no claim upon the Lessor whatsoever because of any exercise of the rights acknowledged under this subsection.

## 9. IRRIGATION WATER:

- 9.1. Any water supply delivered for irrigation of the leased premises must be utilized as follows:
  - 9.1.1. Five Acre-Foot Limitation: As provided in *Exhibit B*, water supplies to all land classified for irrigation (alfalfa and pasture) will be delivered in an amount not to exceed five (5) acre-feet per acre per irrigation season, subject to conditions stated in this lease in Article I, Section 8 (*Water Supply*). Reduced limitations may be applied to other crops at the sole discretion of the Lessor. During irrigation season, stockwater will be included in computing the five (5) acre-foot water supply. The water supply for a specific lease is highly dependent upon water availability and weather conditions; due to this, delivery of irrigation water may be reduced in dry years.
  - 9.1.2. Three Acre-Foot Limitation: Water supplies to some enhancement/mitigation projects or Use Permit agreements will be delivered in an amount not to exceed three (3) acre-feet per acre.
  - 9.1.3. Call for Irrigation: When Lessee advises Lessor that Lessee is ready to irrigate, Lessor will provide water to Lessee as soon as possible under then existing conditions.
  - 9.1.4. Condition of Ditches: Lessor may determine whether or not Lessee's ditches, pipelines, and gates are in reasonably proper condition to receive water. Lessee shall maintain all ditches, pipelines, and gates free of obstructions and in good working order.
  - 9.1.5. Drainage Facilities: Every lessee shall construct, maintain, and operate adequate drainage facilities so as to prevent damage to adjacent lands.

- 9.1.6. Non Type E Vegetation: Non Type E vegetation shall not be irrigated. Only those lands classified for irrigation and shown on *Exhibit A* and *Exhibit B* shall be irrigated. In above-normal runoff years, Lessor, at its discretion, may allow water spreading on additional lands included in this lease. If the Lessee is uncertain as to which lands are classified Type E, the Lessee should immediately contact the Watermaster for clarification.

10. **STOCKWATER**: Lessor has no obligation to provide any set amount of stockwater to the Lessee. During irrigation season (April 1 to September 30), stockwater will be provided as part of the irrigation water allotment. At all other times, only a reasonable amount of stockwater will be provided, the reasonableness and efficiency of the means of providing said stockwater is to be determined solely by the Lessor. Stockwater taken in excess of the amount determined to be reasonable will be subject to charge. Lessor hereby reserves the right to charge for stockwater used by Lessee over and above the reasonable amount. Lessor will notify Lessee that charges will apply before delivery of stockwater in excess of the amount determined to be reasonable.

DEPARTMENT OF WATER & POWER  
CITY OF LOS ANGELES  
AQUEDUCT BUSINESS UNIT - NORTHERN DISTRICT  
300 MANDICH STREET  
BISHOP, CALIFORNIA 93514

JULY 22, 2003

\* N O T I C E \*

IRRIGATION USE FOR 2003 SEASON

WATER SOURCE: [REDACTED] (LEASE: [REDACTED])

IRG ACRES	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL USE	ALOT	AF LEFT	DUTY
1559	0	0	0	567	2944	0	0	0	0	0	3511	7795	4284	2.3

WATER SOURCE: [REDACTED] (LEASE: [REDACTED])

IRG ACRES	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	TOTAL USE	ALOT	AF LEFT	DUTY
1394	0	0	0	923	2246	0	0	0	0	0	3169	6970	3801	2.3

IF YOU HAVE ANY QUESTIONS CONCERNING THESE USES, PLEASE CALL MR. WAYNE HOPPER AT (760) 873-0267.

[REDACTED]