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2025 URBAN WATER MANAGEMENT PLAN

FINAL PLAN

JUNE
2026

2025 Urban Water Management Plan

Prepared for

City of Lincoln

Project No. 206-60-25-64



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June 8, 2026
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LIST OF ACRONYMS AND ABBREVIATIONS

°F	Fahrenheit
AB	Assembly Bill
Act	Urban Water Management Planning Act
ADWF	Average Dry Weather Flow
AF	Acre-Feet
AFY	Acre-Feet of Water Per Year
AMI	Advanced Metering Infrastructure
ASR	Aquifer Storage and Recovery
AWIA	America's Water Infrastructure Act
BMP	Best Management Practices
BPS	Booster Pump Station
CCR	City's Consumer Confidence Report
CD	Compact Disc
cfs	Cubic Feet Per Second
CII	Commercial, Industrial, and Institutional
CIMIS	California Irrigation Management Information System
City	City of Lincoln
CVP	Central Valley Project
CWC	California Water Code
DIM	Dedicated Irrigation Meter
DMM	Demand Management Measures
DOF	California Department of Finance
DRA	Drought Risk Assessment
DRP	Drought Resilience Plan
DWR	California Department of Water Resources
DWR Guidebook	2025 Urban Water Management Plan Guidebook for Urban Water Suppliers
DWR Methodologies	DWR Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use (2016)
ET	Evapotranspiration
FEMA	Federal Emergency Management Agency
GP	General Plan
GPCD	Gallons Per Capita Per Day
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
IRWMP	Integrated Regional Water Management Planning Program
kWh	Kilowatt Hour
LHMP	Local Hazard Mitigation Plan
LiSWA	Lincoln-Sewer Maintenance District 1 Wastewater Authority
LMC	Lincoln Municipal Code
MFP	Middle Fork Project
MGD	Million Gallons Per Day

msl	Mean Sea Level
NABRDCP	North American Basin Regional Drought Contingency Plan
NAICS	North American Industry Classification System
NASb	North American Subbasin
NID	Nevada Irrigation District
NPDES	National Pollutant Discharge Elimination System
NRW	Non-Revenue Water
PCWA	Placer County Water Agency
PG&E	Pacific Gas & Electric
RHNP	Regional Housing Needs Plan
RRA	Risk and Resilience Assessment
RUWMP	Regional Urban Water Management Plan
RWA	Regional Water Authority
RWQCB	Regional Water Quality Control Board
SACOG	Sacramento Area Council of Governments
SB X7-7	Water Conservation Act of 2009
SGMA	Sustainable Groundwater Management Act
SOI	Sphere of Influence
State Water Board	State Water Resources Control Board
SUD	Special Use District
UWMP	Urban Water Management Plan
UWUO	Urban Water Use Objectives
WEP	Water Efficiency Program
WMPU	Water Master Plan Update
WPCGMP	Western Placer County Groundwater Management Plan
WPGSA	West Placer Groundwater Sustainability Agency
WSA	Water Supply Assessment
WSCP	Water Shortage Contingency Plan
WSS	Watershed Sanitary Survey
WUE	Water Use Efficiency
WWTRF	Wastewater Treatment and Reclamation Facility

Executive Summary

INTRODUCTION

An Urban Water Management Plan (UWMP) helps water suppliers assess the availability and reliability of their water supplies and current and projected water use to help ensure reliable water service under different conditions. This water supply planning is especially critical for California currently, as naturally occurring climate variability is resulting in changes in rainfall and snowfall which impact water supply availability and development occurring throughout the State resulting in increased needs for reliable water supplies.

The Urban Water Management Planning Act (Act) requires larger water suppliers that provide water to urban users (whether directly or indirectly) to develop UWMPs every five years. UWMPs evaluate conditions for the next 20 years, so these regular updates ensure continued long-term planning. The City of Lincoln (City) provides water service directly to more than 3,000 connections in its water service area and is therefore required to prepare a UWMP.

This Executive Summary serves as a Lay Description of the City's UWMP, as required by California Water Code (CWC) §10630.5.

CALIFORNIA WATER CODE REQUIREMENTS

The CWC documents specific requirements for California water suppliers. The Act is included in the CWC and specifies the required elements of a UWMP, including discussing an agency's water system and facilities, calculating how much water its customers use (i.e., water demand) and how much it can supply, and detailing how it would respond during a drought or other water supply shortage. Also, a UWMP must describe what specific coordination steps were taken to prepare, review, and adopt the plan.

The Act has been revised over the years. The Water Conservation Act of 2009 (also known as SB X7-7) required retail water agencies to establish water use targets for 2020 that would result in statewide water savings of 20 percent by 2020. In their 2025 UWMPs, retail water agencies (i.e., those distributing water to end users like residences and businesses) are required to report on their compliance with SB X7-7 2020 water use targets.

The 2012-2016 drought led to further revisions to the Act to improve water supply planning for long-term reliability and resilience to drought and climate change. These revisions were formalized in the 2018 Water Conservation Legislation and include:

- **Five Consecutive Dry-Year Water Reliability Assessment**: Analyze water supply reliability for five consecutive dry years over the planning period of this plan (see Chapter 7).
- **Drought Risk Assessment:** Assess water supply reliability from 2021 to 2025 assuming they are dry years (see Chapter 7).
- **Seismic Risk:** Identify the seismic risk to the agency's water facilities and have a plan to address identified risks (see Chapter 8).

- **Water Shortage Contingency Plan (WSCP):** Update the agency's plan to include an annual process for assessing potential gaps between planned water supply and demands; conform with the State's standard water shortage levels (including a shortage level greater than 50 percent) for consistent messaging and reporting; and provide water shortage responses that are locally appropriate (see Chapter 8).
- **Lay Description:** Provide a lay description of the findings of the UWMP; this Executive Summary serves as the lay description for this plan.

Major components and findings of the City's 2025 UWMP are summarized below.

CITY OF LINCOLN WATER SYSTEM

The City of Lincoln is located in Placer County, California, within the Sacramento metropolitan area. The City provides drinking water throughout its incorporated limits, serving residential, commercial, industrial, institutional and governmental, landscape irrigation, and fire service connections.

The existing water distribution system includes seven pressure zones supplied by two Placer County Water Agency (PCWA) metering stations and five groundwater wells. The system also includes three storage tanks, one booster pump station, ten pressure regulating stations, and approximately over 300 miles of transmission and distribution pipelines.

WATER USE BY CITY OF LINCOLN CUSTOMERS

As the City continues to grow, water demands are expected to increase. Thorough accounting of existing and future water use supports the City's long-term planning and its ability to maintain safe and reliable service. To continue delivering safe and reliable drinking water, the City must understand how much water its customers currently use and how much they are expected to use in the future. The City recently completed the 2025 Water Master Plan Update (WMPU) which included water demand projections based on land use in the General Plan 2050.

The City's total potable water demand in 2025 was 10,868 acre-feet (AF), including system losses. Projected future potable water demands are based on land use projections from the City's 2025 WMPU, which included water use projections for 2030 to 2045 and buildout. The 2025 WMPU demand projections were updated for this UWMP to reflect accelerated growth and an increase in residential units in Village 7. Based on the updated land use projections, total potable water demand is projected to increase to approximately 25,419 AF by 2050.

CITY OF LINCOLN WATER SUPPLIES

The City's potable water supply includes treated surface water purchased from PCWA supplemented by production from City owned groundwater wells. The City also has an active water supply agreement with Nevada Irrigation District (NID), which entitles the City to receive NID raw water supply that can be treated and delivered to the City via PCWA facilities. Treated surface water supplies approximately 90 percent of the City's annual demand and groundwater supplies the remaining 10 percent in an average water year.

Groundwater underlying the City is part of the North American Subbasin (NASb), and is managed by the five groundwater sustainability agencies (GSAs) within the basin. The City is a member of the West Placer Groundwater Sustainability Agency (WPGSA), and the five GSAs collaboratively developed the NASb

Groundwater Sustainability Plan, which was approved by the State in July 2023. The subbasin is not in overdraft and has not experienced undesirable results.

In 2022, the City entered a joint powers authority with Placer County to form the Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA). LiSWA operates the wastewater treatment and reclamation facility, which produces tertiary treated effluent meeting Title 22 standards for unrestricted reuse. Recycled water is used for irrigation, agricultural, and other non-potable uses, with excess effluent discharged in accordance with permit requirements.

The City will continue to implement a conjunctive use strategy that maximizes surface water supplies and supplements them with groundwater. Groundwater will support peak demands and resiliency, while recycled and raw surface water will offset potable demand. The City will also evaluate groundwater recharge and aquifer storage and recovery for sustainable basin management and may explore development of new raw water sources to further offset potable demand.

CONSERVATION TARGET COMPLIANCE

In its 2015 UWMP, the City confirmed its baseline per capita water use, and established and adopted its water use target of 193 gallons per capita per day (GPCD) for 2020. In its 2020 UWMP, the City verified that it achieved its 2020 water use target in accordance with SB X7-7. The City's per capita water use in 2020 was 191 GPCD, below the confirmed 2020 water use target of 193 GPCD. This achievement was the result of continued water conservation by the City's customers.

CITY OF LINCOLN WATER SERVICE RELIABILITY

The CWC asks agencies to evaluate their water service reliability by examining the impact of drought on their water supplies and comparing those reduced supplies to water demands. Specifically, agencies should calculate their water supplies during a single dry year and five consecutive dry years using historical records.

The City's base years remain consistent with the hydrologic conditions documented in PCWA's 2025 UWMP, with 1977 representing a single dry year and 1988-1992 representing a five consecutive year drought. Based on consultation with PCWA staff and historical conditions, PCWA is assumed to reliably supply surface water to the City under all hydrologic conditions. Local groundwater pumping and recycled water are also assumed to be reliable through these hydrologic conditions.

The City is well positioned to withstand the effects of a single dry year and a five-consecutive dry year drought for any period between 2025 and 2050, even without additional water conservation measures. The City's drought risk was specifically assessed between 2026 and 2030, assuming that the next five years are dry years. In each case, water supplies comfortably meet water demands. The City is able to reliably provide water service whether the drought occurs in 2026, 2050, or any year between.

WATER SHORTAGE CONTINGENCY PLAN

A WSCP describes an agency's plan for preparing for and responding to water shortages. The City's WSCP has been updated as part of the 2025 UWMP to be consistent with the 2018 Water Conservation Legislation requirements. The WSCP includes the City's process for assessing potential gaps between planned water supply and demands for the current year and the following (assumed dry) year. The City has also updated its water shortage levels to better align with the State's standard stages. The WSCP may

be used for both foreseeable and unforeseeable events. The WSCP is adopted as a separate document concurrently with this plan, by separate resolution, to allow for updates to be made outside of the UWMP preparation process.

UWMP PREPARATION, REVIEW, AND ADOPTION

The City prepared this 2025 UWMP in coordination with PCWA and NID. While preparing this plan, the City also notified other stakeholders (e.g., Placer County and the general public) of its preparation, its availability for review, and the public hearing prior to adoption. The City encouraged community participation in the development of the 2025 UWMP using newspaper advertisements, electronic newsletters, and the City's website. These public notices included the time and place of the public hearing, as well as where the plan would be available for public inspection.

A public hearing was held on May 26, 2026, providing an opportunity for the City's water users and the general public to become familiar with the 2025 UWMP, including the WSCP, and ask questions about the City's plans for continuing to provide reliable, safe, high-quality water and mitigating potential water shortages. Following the public hearing, the City Council adopted the 2025 UWMP and the associated WSCP on May 26, 2026. A copy of the adopted UWMP, including the WSCP, was submitted to the Department of Water Resources and to the California State Library and is available on the City's website: https://www.lincolnca.gov/living-here/water/.

CHAPTER 1
Introduction

This chapter provides an introduction and overview of the City of Lincoln (City) 2025 Urban Water Management Plan (UWMP) including the importance and extent of the City's water management planning efforts, changes since the preparation of the City's 2020 UWMP, and the organization of the City's 2025 UWMP. This 2025 UWMP has been prepared jointly by City staff and West Yost.

1.1 INTRODUCTION

The Urban Water Management Planning Act (Act) was originally established by Assembly Bill (AB) 797 on September 21, 1983. Passage of the Act was recognition by State legislators that water is a limited resource and a declaration that efficient water use and conservation would be actively pursued throughout the State. The primary objective of the Act is to direct "urban water suppliers" to develop a UWMP which provides a framework for long-term water supply planning, and documents how urban water suppliers are carrying out their long-term resource planning responsibilities to ensure adequate water supplies are available to meet existing and future water demands. A copy of the current version of the Act, as incorporated in §10608 and §10610 through 10656 of the California Water Code (CWC), is provided in Appendix A of this plan.

1.2 IMPORTANCE AND EXTENT OF CITY'S WATER MANAGEMENT PLANNING EFFORTS

The purpose of the UWMP is to provide a planning tool for the City for developing and delivering municipal water supplies to the City's water service area. This UWMP provides the City with a water management action plan for guidance as water conditions change and management conditions arise.

The Water Shortage Contingency Plan (WSCP) is part of this UWMP and provides a plan for response to various water supply shortage conditions.

The City has had a long history of providing clean and reliable water to its customers. The City's UWMP is a comprehensive guide for planning for a safe and adequate water supply.

1.3 CHANGES FROM 2020 UWMP

The Urban Water Management Planning Act has been modified over the years in response to the State's water shortages, droughts and other factors. A significant amendment was made in 2009, after the 2007 to 2009 drought, and as a result of the Governor's call for a statewide 20 percent reduction in urban water use by the year 2020. This was the Water Conservation Act of 2009, also known as Senate Bill Seven of the Senate's Seventh Extraordinary Session of 2009 (SB X7-7). This Act required agencies to establish water use targets for 2020 that would result in statewide water savings of 20 percent by 2020. The City is required to report compliance with its 2020 water use target in its 2025 UWMP.

The 2014 to 2017 drought has led to further amendments to the CWC to improve on water supply planning for long-term reliability and resilience to drought and climate change. The 2018 Water Conservation Regulation for Making Conservation a California Way of Life (AB 1668 [Friedman] and SB 606 [Hertzberg]) required major additions and changes to the CWC. These changes are associated with managing drought preparedness and water shortage contingency planning for urban water suppliers.

No substantive changes to the requirements have been adopted since the completion of the City's 2020 UWMP. This 2025 UWMP builds on the planning and reporting provided in the City's 2020 UWMP. Key updates include:

1. Water Supply Reliability Assessment – a water supply and demand assessment which compares the total water supply sources available to the City with the long-term total projected water use over the next 25 years (to 2050), in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years (CWC §10635(a))
2. Drought Risk Assessment – an assessment of the City's water supply reliability assuming that the Years 2026 to 2030 will be the five dry consecutive years (CWC §10635(b))
3. Water Use Target Compliance – compliance with the City's previously adopted 2020 per capita water use targets in accordance with SB X7-7 (Water Conservation Act of 2009, SB X7-7; CWC §10608.20)
4. Water Loss Quantification – a summary report quantifying the City's system water loss for Years 2020 to 2024, and progress toward compliance with the City's Water Loss Standard as established by the State Water Resources Control Board (State Water Board) (CWC §10631(d)(3)(c))
5. Groundwater Management Compliance – status update on Sustainable Groundwater Management Act (SGMA) compliance activities (i.e., status of Groundwater Sustainability Agency (GSA) activities and Groundwater Sustainability Plan (GSP) implementation) (CWC §10631(b)(4))

Since the completion of the City's 2020 UWMP, the State experienced another multi-year (2021 – 2022) drought event during which the City implemented its WSCP. This UWMP includes refinement and updates to the City's WSCP to incorporate lessons learned from that event and enhancing the WSCP to serve as a more practical document for City staff.

1.4 PLAN ORGANIZATION

This 2025 UWMP contains the appropriate sections and tables required per CWC Division 6, Part 2.6 (Urban Water Management Planning Act), included in Appendix A of this 2025 UWMP, and has been prepared based on guidance provided by the California Department of Water Resources (DWR) in its *2025 Urban Water Management Plan Guidebook for Urban Water Suppliers* (DWR Guidebook).

This 2025 UWMP is organized into the following chapters:

- Chapter 1: Introduction
- Chapter 2: Plan Preparation
- Chapter 3: Service Area Description
- Chapter 4: Water Use Characterization
- Chapter 5: SB X7-7 Baselines, 2020 Targets, and 2025 Reporting
- Chapter 6: Normal-Year Water Supply Characterization
- Chapter 7: Water Service Reliability and Drought Risk Assessment

- Chapter 8: Water Shortage Contingency Plan
- Chapter 9: Demand Management Measures
- Chapter 10: Plan Adoption, Submittal and Implementation

This 2025 UWMP also contains the following appendices of supplemental information and data related to the City's 2025 UWMP:

- Appendix A: Urban Water Management Planning Act Legislative Requirements
- Appendix B: DWR 2025 Urban Water Management Plan Tables
- Appendix C: DWR 2025 Urban Water Management Plan Checklist
- Appendix D: Agency and Public Notices
- Appendix E: Water Supply Agreements
- Appendix F: Water Shortage Contingency Plan
- Appendix G: Water Rate Structure
- Appendix H: UWMP and WSCP Adoption Resolutions

Furthermore, this 2025 UWMP contains all the tables recommended in the DWR Guidebook, both embedded into the UWMP chapters where appropriate and included in Appendix B.

DWR's UWMP Checklist, as provided in the DWR Guidebook, has been completed by West Yost to demonstrate the plan's compliance with applicable requirements. A copy of the completed checklist is included in Appendix C.

CHAPTER 2
Plan Preparation

This chapter describes the preparation of the City's 2025 UWMP and WSCP, including the basis for the preparation of the plan, individual or regional planning, fiscal or calendar year reporting, units of measure, and plan coordination and outreach.

2.1 BASIS FOR PREPARING A PLAN

The Act requires every "urban water supplier" to prepare and adopt a UWMP, to periodically review its UWMP at least once every five years and make any amendments or changes which are indicated by the review. The Act also requires every "urban water supplier" to prepare and periodically update its WSCP. While the WSCP is part of the UWMP, it may be adopted and amended separately from the UWMP. An "urban water supplier" is defined as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually (AFY).

The City manages Water System CA3110004. As shown in Table 2-1, the City provided water to 23,123 customer connections and supplied 10,868 acre-feet (AF) of potable water in 2025 to its retail customers. Discussion on the City's non-potable water deliveries is discussed in Chapter 4. The City primarily supplies water to retail customers; therefore, the City is required to prepare a UWMP and periodically update its WSCP. The City's last UWMP, the 2020 UWMP, and WSCP were adopted separately by the City Council on June 8, 2021.

Table 2-1. Public Water Systems (DWR Table 2-1 Retail)

Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
CA3110004	City of Lincoln	23,123	10,868
	Total	23,123	10,868

2.2 INDIVIDUAL OR REGIONAL PLANNING AND COMPLIANCE

This 2025 UWMP has been prepared on an individual reporting basis covering only the City's service area, as shown in Table 2-2. The City did not participate in a regional alliance for the preparation of this 2025 UWMP and, therefore, has not prepared a Regional Urban Water Management Plan (RUWMP). As described in Section 2.4, the City has notified and coordinated planning and compliance with appropriate regional agencies and constituents.

Table 2-2. Plan Identification (DWR Table 2-2)

☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	

2.3 FISCAL OR CALENDAR YEAR AND UNITS OF MEASURE

The City is a water retailer.

The City's 2025 UWMP has been prepared on a calendar year basis, with the calendar year starting on January 1 and ending on December 31 of each year. Water use and planning data for the entire calendar year of 2025 has been included.

The water volumes in this 2025 UWMP are reported in units of AF.

The City's reporting methods for this 2025 UWMP are summarized in Table 2-3.

Table 2-3. Supplier Identification (DWR Table 2-3)

Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF

2.4 COORDINATION AND OUTREACH

This section includes a discussion of the City's inter-agency coordination and coordination with the general public. The UWMP Act requires the City to coordinate the preparation of its UWMP and WSCP with other appropriate agencies and all departments within the City, including other water suppliers that share a common source, water management agencies, and relevant public agencies. These agencies, as well as the public, participated in the coordination and preparation of this 2025 UWMP and are summarized in the sections that follow.

2.4.1 Wholesale and Retail Coordination

The City's retail water service area overlaps the service areas of two water supply wholesalers: (1) the PCWA, and (2) the Nevada Irrigation District (NID). PCWA's Zone 6 service area includes the majority of the existing City limits and the City's sphere of influence. The City plans to annex the area not currently in PCWA's Zone 6 service area into PCWA Zone 6 as the land is developed. The City relies upon PCWA for a large portion of its water supply.

The NID service area overlaps a portion of the existing City limits in the northeast quadrant of the City, as well as some of the City's sphere of influence north of the existing City limits. The water supply agreement between NID and the City remains active and entitles the City to receive NID raw water supply, which is treated and delivered to the City via PCWA facilities. The City purchases all NID supply from PCWA.

In accordance with CWC § 10631, the City provided water use projections to PCWA and NID, as shown in Table 2-4. As discussed further in Chapter 6, for the purposes of this UWMP, the City is conservatively assuming that it will not receive supply from NID in the future. However, the City endeavors to retain access to the water supply whether directly or indirectly through PCWA. The City, PCWA, and NID plan to revisit the water supply agreement for an update within the next five years. Therefore, projected City water use within NID's service area was provided to NID for use in its planning efforts. The City provided water demand projections to PCWA and NID in five-year increments, from 2025 to 2050.

Table 2-4. Water Supplier Information Exchange (DWR Table 2-4 Retail)

The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Placer County Water Agency
Nevada Irrigation District

2.4.2 Coordination with Other Agencies and the Community

The City actively encourages community participation in water management activities and specific water-related projects. The City's public participation program includes both active and passive means of obtaining input from the community, such as mailings, public meetings, and web-based communication. The City's website describes on-going projects and posts announcements of planned rate increases to fund these water projects.

As part of the 2025 UWMP and WSCP update, the City facilitated a public review period. Public noticing, pursuant to Section 6066 of the Government Code, was conducted prior to commencement of this public comment period. Public hearing notices are included in Appendix D of this plan. During the public comment period, the Draft UWMP and Draft WSCP were made available on the City's website. The City also coordinated the preparation of its UWMP and WSCP with several agencies, including relevant public agencies that utilize the same water supplies. These agencies included the following:

- California American Water District
- City of Roseville
- Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA)
- Nevada Irrigation District
- Placer County Public Works
- Placer County Water Agency
- Sacramento Area Council of Governments
- South Sutter Water District
- West Placer Groundwater Sustainability Agency

The public hearing provided an opportunity for all City water users and the general public to become familiar with the UWMP, including the WSCP, and ask questions about the City's water supply, in addition to the City's continuing plans for providing a reliable, safe, high-quality water supply.

2.4.3 Notice to Cities and Counties

CWC § 10621 (b) requires agencies to notify the cities and counties to which they serve water at least 60 days in advance of the public hearing that the plan is being updated and reviewed. In January 2026, a notice of preparation was sent to the cities and counties and other stakeholders, to inform them of the UWMP update process and schedule, and to solicit input for the 2025 UWMP and WSCP. The notifications to cities and counties, the public hearing notifications, and the public hearing and adoption are discussed in Chapter 10 of this report.

CHAPTER 3
Service Area Description

This chapter provides a description of the City's water system and service area, including the water system facilities, climate, population, and housing within the City's water service area.

3.1 GENERAL DESCRIPTION

The City is located in Placer County, California and is part of the Sacramento metropolitan area. California State Route 65 runs north and south through the City while California State Route 193 runs east and west. The City is bounded by the City of Rocklin to the south, Sierra College Boulevard and primarily low density rural and agricultural land to the east, and agricultural land to the north and west. The Auburn Ravine flows east to west through the City. Ground surface elevations generally range from about 113 feet above mean sea level (msl) on the west side of the City to approximately 595 feet above msl in the southeast corner of the City. The location of the City is shown on Figure 3-1.

The City purchases treated surface water from PCWA and pumps groundwater from local wells for its water supply, as described in further detail in Chapter 6. A portion of the water delivered to the City is purchased from NID which is treated and conveyed by PCWA to the City.

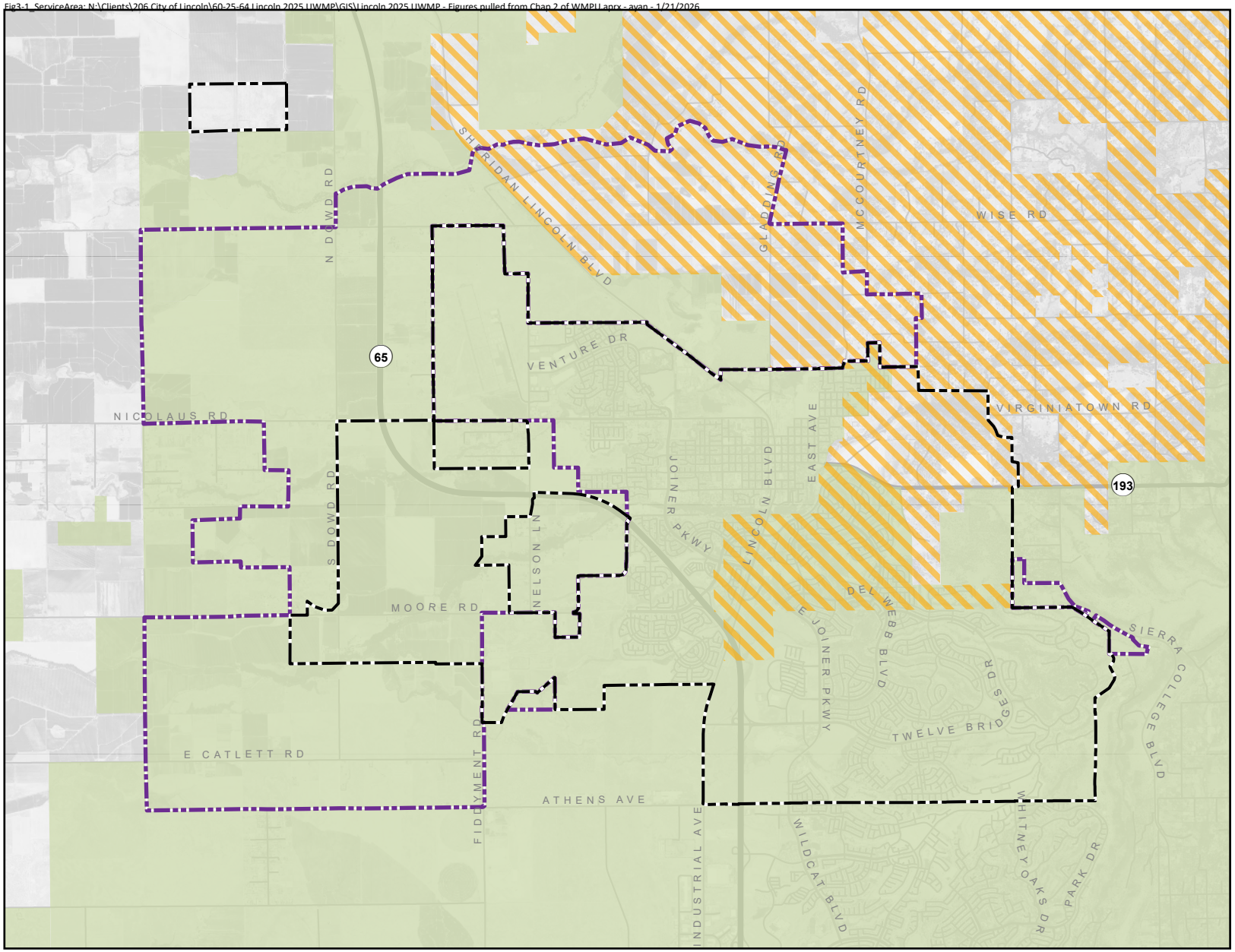
The City's existing water distribution system contains seven pressure zones. The distribution system consists of two PCWA metering stations, five groundwater wells, three storage tanks, one booster pump station (BPS), ten pressure regulating stations, and approximately over 300 miles of distribution and transmission pipelines. Figure 3-2 shows the locations of the major facilities of the City's existing water system.

3.2 SERVICE AREA BOUNDARY

The City's water service area is generally coterminous with the City limits and encompasses approximately 29 square miles (18,454 acres). The service area includes residential, commercial, industrial, institutional and governmental, landscape, and fire service connections. City limits also include a storm water retention basin north of Waltz Road which is not contiguous with the rest of the City limits. This property is outside of the City's water service area and is not expected to receive water service from the City in the future; however, recycled water service may be considered in the future for groundwater recharge purposes.

The City's water service area overlaps the service areas of the PCWA and NID. Figure 3-1 shows the relationship between City, PCWA, and NID service area boundaries, as well as the City's sphere of influence (SOI). The City's SOI includes the area not currently within the City limits which the City plans to annex and extend water service to in the future as development proposals are approved. PCWA's Zone 6 service area includes the majority of the existing City limits and the City's SOI. The NID service area overlaps a portion of the existing City limits in the northeast quadrant of the City, as well as some of the City's SOI north of the existing City limits.

Fig3-1_ServiceArea: N:\Clients\206 City of Lincoln\60-25-64 Lincoln 2025 UWMP\GIS\Lincoln 2025 UWMP - Figures pulled from Chap 2 of WMPU.aprx - ayan - 1/21/2026



City Limit

Sphere Of Influence

Nevada Irrigation District Service Area

Placer County Water Agency Zone 6 Service Area

Notes:

1. City boundaries shown based on GIS data provided by the City in May 2025.
2. PCWA boundary shown based on GIS data provided by PCWA, last updated in May 2024.
3. NID boundary shown based on GIS data last updated in 2021 from West Yost's existing mapping files for the City.

Prepared by:

WEST YOST

N

0 4,000 8,000 Feet

Prepared for:

City of Lincoln

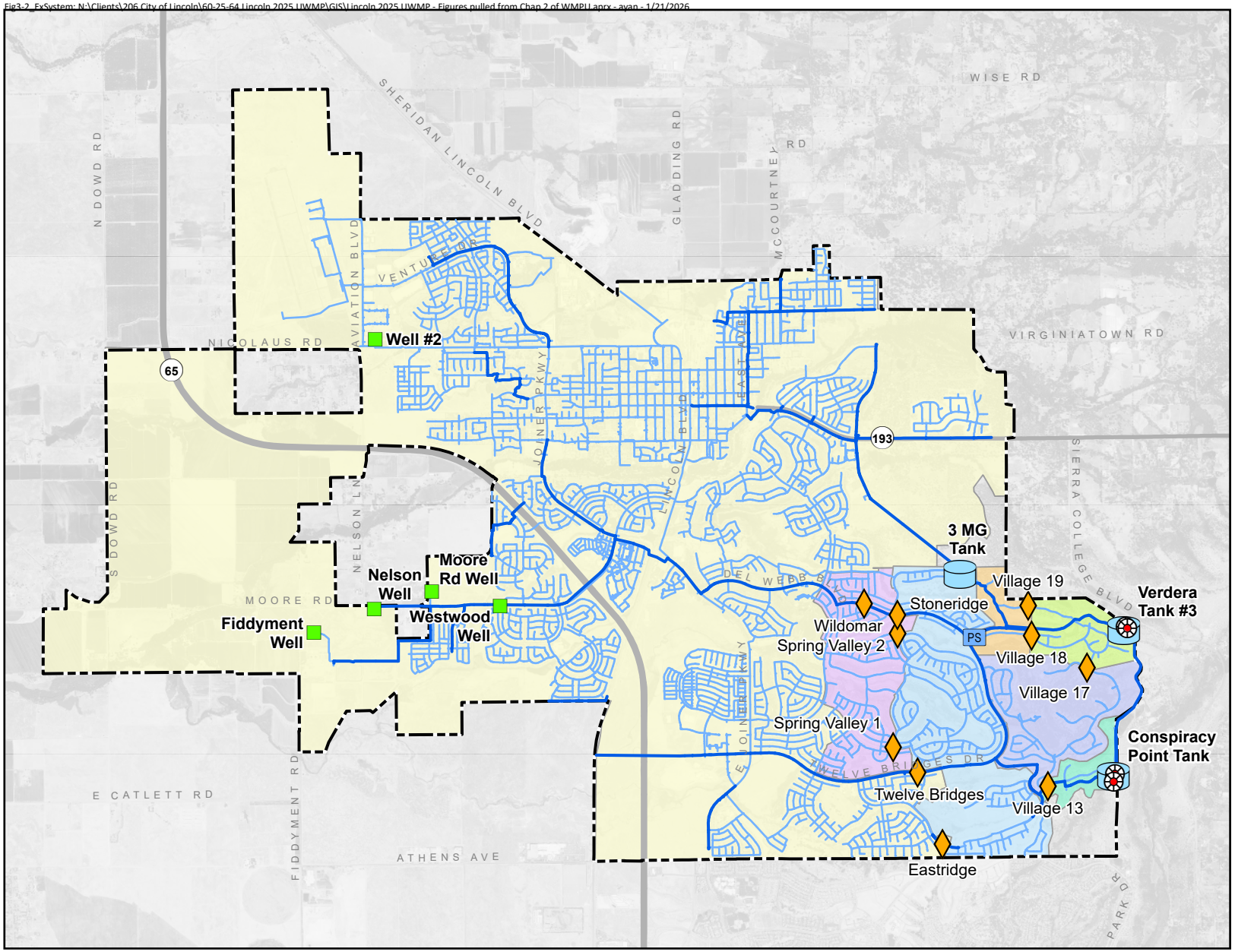
2025 Urban Water Management Plan

City of Lincoln Live. Life. Lincoln

City of Lincoln Water Service Area

Figure 3-1

Fig3-2_ExSystem: N:\Clients\206 City of Lincoln\60-25-64 Lincoln 2025 UWMP\GIS\Lincoln 2025 UWMP - Figures pulled from Chap 2 of WMPU.aprx - ayap - 1/21/2026



Existing System Facilities

- Placer County Water Agency Turnout
- Groundwater Well
- Catta Verdera Pump Station (PS)
- Pressure Regulating Station
- Storage Tank
- Distribution Pipeline (<18-inch)
- Transmission Pipeline (≥18-inch)

Pressure Zones

- 375 Zone
- 475 Zone
- 575 Zone
- 610 Zone
- 650 Zone
- 750 Zone
- 775 Zone

Boundary

- City Limit

Notes:
1. Facilities shown based on GIS data provided by the City in April 2024.

Prepared by: WEST YOST

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Prepared for:

City of Lincoln
2025 Urban Water Management Plan

City of Lincoln
Existing Water System
Figure 3-2

3.3 SERVICE AREA CLIMATE

The City has a Mediterranean climate characterized by hot, dry summers and cool, wet winters, with an annual average precipitation of approximately 21 inches. Summer temperatures occasionally exceed 90 degrees Fahrenheit (°F) and are typically accompanied by low humidity, while winter temperatures can drop into the low 40°F range. Based on historical data, the City's average monthly temperatures range from approximately 40°F to 94°F.

Water use within the City's service area is dependent on various climate factors such as temperature, precipitation, and evapotranspiration (ET). Climate data, including temperature and precipitation estimates, were obtained for the City from the Western Regional Climate Center and the California Irrigation Management Information System (CIMIS).

ET describes the combined water lost through evaporation from the soil and surface water bodies and plant transpiration. In general, the ET is given for turf grass and then corrected for a specific crop type. Local ET data was obtained from the CIMIS monitoring station within the City (Station #131). The historical climate characteristics affecting water management in the City's water service area is shown in Table 3-1.

Table 3-1. Monthly Average Climate Data Summary[(a)]

Month	Standard Monthly Average ET, inches[(a)]	Average Total Rainfall, inches	Average Temperature, degrees Fahrenheit	
			Maximum	Minimum
Fair Oaks (CIMIS Station No. 131)				
January	1.19	3.51	57.6	39.5
February	1.83	3.83	61.7	40.9
March	3.23	2.79	66.3	43.8
April	4.49	1.67	72.1	46.6
May	6.45	0.87	80.3	51.2
June	7.48	0.14	88.5	56.8
July	8.00	0.05	94.1	60.0
August	7.06	0.03	92.7	59.5
September	5.18	0.15	88.6	57.2
October	3.44	1.28	78.3	50.1
November	1.64	2.30	65.2	43.3
December	1.06	4.15	57.2	39.0
Total	**51.04**	**20.76**	**-**	**-**

Source: California Irrigation Management Information System.

(a) California Irrigation Management Information System (https://cimis.water.ca.gov/) for Station #131. Period of record is 1979 to 2025. Data accessed 12/23/2025.

These climate characteristics highly influence the City's water use. As described in Chapter 4, the City's water use in the summer months is significantly higher than that in the winter, reflecting increased water use for irrigation purposes during the hot, dry summers.

3.4 SERVICE AREA POPULATION AND DEMOGRAPHICS

3.4.1 Service Area Population

Because the City's water service area aligns with current City limits, the City's water service area population for 2025 was estimated using population data published by the California Department of Finance (DOF), which was benchmarked based on the 2020 Census.[1] The City's 2025 service area population was approximately 54,520.

Population projections for the City were calculated based on annual population projections estimated by the California DOF for Placer County. The County's projected population growth rate for each 5-year increment between 2030 to 2050 was applied to the City's 2025 population to project the City's population for 2030 to 2050. The City's current and projected populations for its water service area are shown in Table 3-2.

Table 3-2. Population – Current and Projected (DWR Table 3-1 Retail)

Population Served	2025	2030	2035	2040	2045	2050(opt)
	54,520	56,648	59,400	62,290	64,978	67,454

NOTES:
(a) Population is from California Department of Finance Estimates, benchmarked to the 2020 Census. Population projections are based on DOF Report P-2A and projections for Placer County, applied to the City of Lincoln's 2025 population.

3.4.2 Other Social, Economic, and Demographic Factors

The State requires the inclusion of service area socioeconomic information as part of the system description in UWMPs. However, differences in household water use across sociodemographic groups in the City have not been studied. Therefore, the following social, economic, and demographic information is being provided to comply with the new regulation. The information was derived from the US Census Bureau's profile of Lincoln for 2020-2024.[2]

- The average number of people per household in the five-year period analyzed was 2.63.
- The median household income in the City of Lincoln was $111,990, while 6.9 percent of all individuals lived in poverty.
- The average unemployment rate is not directly reported by the Census Bureau; however, approximately 54.7 percent of the population age 16 years and over participated in the civilian labor force.

[1] State of California Department of Finance (DOF). 2025. *E-4 Population Estimates for Cities, Counties, and the State, 2021-2025 with 2020 Census Benchmark*. Accessed at https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2025-with-2020-census-benchmark/ on 12/11/2025.

[2] United States Census Bureau. *American Community Survey, 2025: ACS 5-Year Estimates Data Profiles for Lincon City, California.* Accessed at https://www.census.gov/quickfacts/fact/table/lincolncitycalifornia/PST045225 on 03/24/2026

- The owner-occupied housing unit rate was 83.9 percent.
- The median gross rent was $2,090 per month.
- The median age is not directly reported; however, approximately 27.0 percent of the population is 65 years or older. Of persons 25 years or older, 94.5 percent had earned at least a high school diploma or equivalent and 40.1 percent had earned a bachelor's degree or higher.
- Of persons under 65 years of age, 7.9 percent had a disability, and 3.1 percent did not have health insurance.
- 98.8 percent of households had one or more types of computer, and 93.4 percent had a broadband internet subscription.
- By race, 67.3 percent of people were White, 2.6 percent were Black, 0.8 percent were American Indian or Alaska Native, 8.1 percent were Asian, 0.2 percent were Hawaiian Native or Pacific Islander, 15.3 percent were two or more races, and 5.7 percent were identified as some other race; by ethnicity, 19.2 percent were Hispanic or Latino.
- Approximately 11.8 percent of residents were foreign born, and 15.5 percent of people ages five years and older spoke a language other than English at home.

3.5 LAND USES WITHIN SERVICE AREA

This section describes the City's current and projected land uses in its water service area. Information for this section is based on the General Plan (GP) 2050 and 2025 Water Master Plan Update (WMPU). These documents provide the established land use designations within the City limits and SOI, as well as the anticipated development patterns that guide long-term planning for water service. The City will expand water service within the SOI as areas are annexed and development proceeds in accordance with the GP 2050 and approved specific plans.

3.5.1 Current Land Uses

As detailed in the 2025 WMPU, the City's existing land use consists mostly of low-density single family residential developments in addition to commercial, office, industrial, parks, and schools. Residential uses are located throughout the City's service area. Generally, the eastern portion of the existing city has several traditional single family residential communities along Twelve Bridges Drive and Del Webb Boulevard. Along the most eastern edge of City Limits, the developments are low density/country estates which tend to include large multi-story homes on large lots with extensive landscaping.

The City's commercial and mixed uses are found throughout the City with a concentrated commercial corridor along Lincoln Boulevard which includes the historic downtown part of the City. The City also includes a significant industrial land use in the northern and northwestern part of the City. The industrial users include Sierra Pacific Industries, Gladding McBean Manufacturer, and the Lincoln Regional Airport.

3.5.2 Projected Land Uses

The City's anticipated service area will expand within the SOI as development occurs in accordance with the GP 2050. The GP 2050 serves as a long-term policy guide for the City's growth and is the basis for the future growth projections used in the 2025 WMPU. Projected land uses for this UWMP are based on the land use designations and development timing applied in the 2025 WMPU, which assigned future residential and non-residential development in 5-year increments (i.e., 5-year, 10-year, 15-year, and

20-year) up to buildout. For purposes of this UWMP, the 5-year increments from the 2025 WMPU are defined as 2030, 2035, 2040, and 2045. Projected demands for 2050 are detailed in Chapter 4.

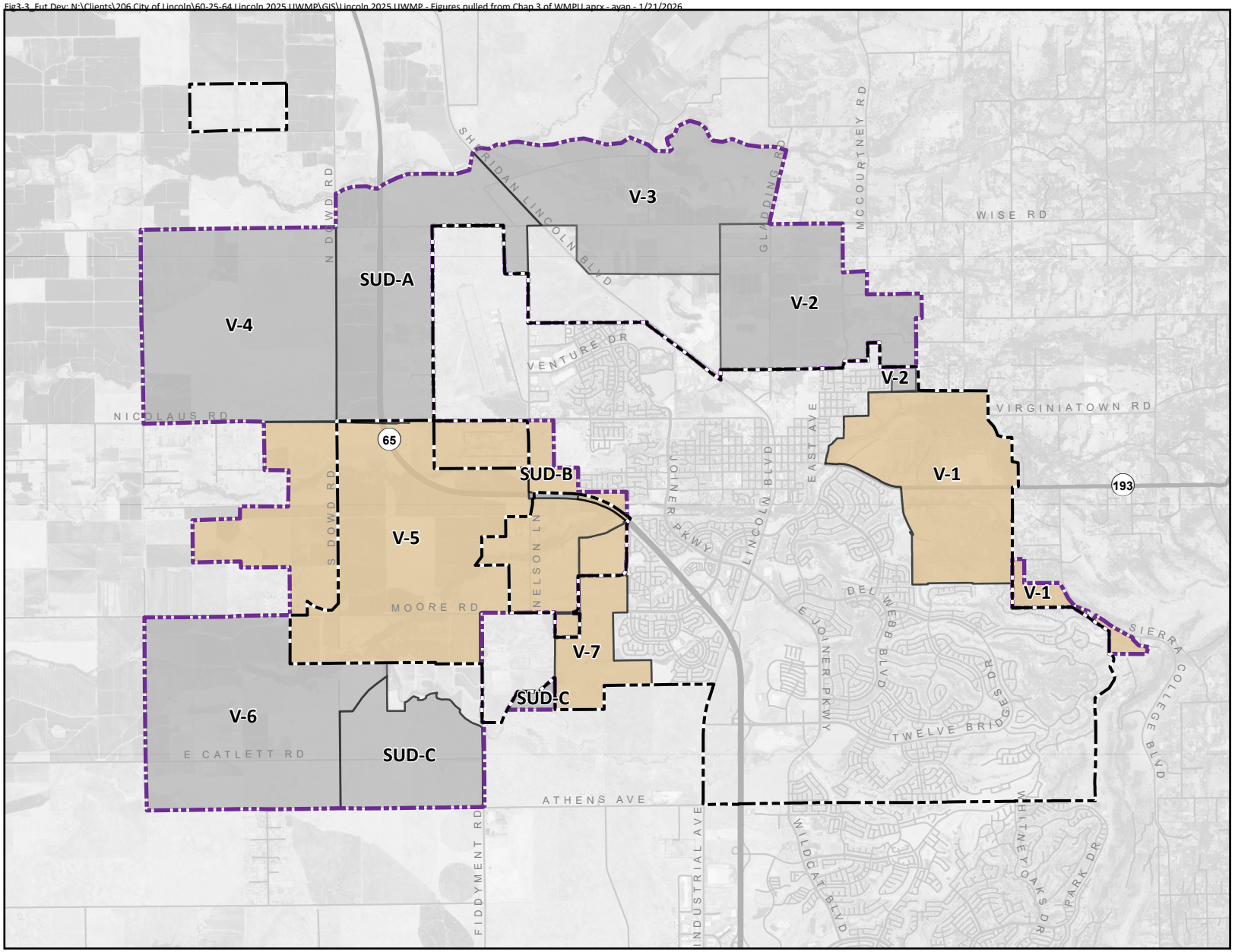
Infill is expected to occur on vacant parcels within the City's existing City Limit boundary at a constant rate. Additionally, the GP 2050 categorized larger undeveloped areas into two designations: Village or Special Use District (SUD) which are described below and shown on Figure 3-3.

The GP 2050 designated seven areas as a Village (identified as V-1 through V-7). The village concept encompasses major new development areas which include a mix of housing types and a village center. In addition, each village will be characterized by extensive bicycle and pedestrian trails and open space to interconnect the village areas along with the developed portions of the City.

The GP 2050 designated three areas as SUDs (identified as SUD-A, SUD-B, and SUD-C). Land uses within the SUDs are limited by restrictions established by the County of Placer's Airport Land Use Compatibility Plan and the proximity of the State Route 65 Bypass.

Based on the timing in the 2025 WMPU, Villages 1, 5, 7 and SUD-B are anticipated to be fully developed within the UWMP time frame. However, anticipated timing for development of Village 7 has been accelerated since completion of the 2025 WMPU. Village 7 is still expected to be mostly built out within 15 years, but current assumptions show that more of the development will occur in the first 10 years (i.e., year 2030 and 2035 in the 2025 UWMP). This change resulted in a slight increase in projected demands for 2030 and 2035 in the UWMP compared to the 5- and 10-year projections presented in the 2025 WMPU. The demand projections in Chapter 4 reflect the accelerated development of Village 7. As shown on Figure 3-3, additional developments are expected to develop beyond the time frame evaluated under this UWMP and are excluded from this UWMP.

Fig3-3_Fut Dev: N:\Clients\206 City of Lincoln\60-25-64 Lincoln 2025 UWMP\GIS\Lincoln 2025 UWMP - Figures pulled from Chap 3 of WMPU aprx - ayan - 1/21/2026



City Limit

Sphere Of Influence

Future Development Areas

Within 2025 UWMP Time Frame

Beyond 2025 UWMP Time Frame

Notes:
1. Village and Special Use District shapefiles provided by the City of Lincoln in 2025.

Prepared by:

WEST YOST

N

0 4,000 8,000 Feet

Prepared for:

City of Lincoln

2025 Urban Water Management Plan

Lincoln Live. Life. Lincoln

Future Development Areas

Figure 3-3

CHAPTER 4
Water Use Characterization

This chapter describes and quantifies the City's historical, current, and projected water uses. Water demand projections are based on the projected growth within the City's water service area.

4.1 NON-POTABLE VERSUS POTABLE WATER USE

Potable water is water that is safe to drink and has had various levels of treatment and/or disinfection. The City provides treated potable water to customers within its water service area from City owned and operated groundwater wells and treated surface water purchased from PCWA.

Recycled water, also referred to as reclaimed water in this UWMP, is municipal wastewater that has been treated to a specified quality for beneficial reuse. As discussed in Chapter 6 of this plan, wastewater flows from the City are treated at the LiSWA wastewater treatment and reclamation facility (WWTRF). The WWTRF produces Title 22 recycled water that is used for agricultural use at reclamation areas outside the existing City limits and for irrigation and industrial use within the City's limits.

Raw water is non-potable, untreated water that is used in its natural state or with minimal treatment. PCWA and NID deliver raw water directly to a few locations within the City's service area. Because the City is not involved in metering or payment obligations for these raw water deliveries, raw water use is not included in the City demand totals presented in this UWMP. While not evaluated in this UWMP, the City may explore the use of raw water for landscape irrigation in the future to help offset potable water demand for irrigation. Raw water use may be most appropriate in areas furthest from the WWTRF.

Potable water demands are discussed in the following section.

4.2 WATER USE BY SECTOR

This section describes the City's past, current, and projected water use by water use sector, as listed in CWC §10631(d) and defined in the DWR Guidebook. These classifications were used to analyze current consumption patterns among the various types of City water customers. Each water use sector is listed and defined below.

- **Single Family Residential:** A single-family dwelling unit. A lot with a free-standing building containing one dwelling unit that may include a detached secondary dwelling.
- **Multi-Family Residential:** Multiple dwelling units contained within one building or several buildings within one complex.
- **Commercial:** A water user that provides or distributes a product or service (CWC § 10608.12(d)).
- **Industrial:** A water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System (NAICS) Code Sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development (CWC § 10608.12(h)).
- **Institutional/Governmental:** A water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions (CWC§ 10608.12(i)).

- **Landscape:** Water connections supplying water solely for landscape irrigation. Such landscapes may be associated with multi-family, commercial, industrial, or institutional/governmental sites, but are considered a separate water use sector if the connection is solely for landscape irrigation.
- **Other:** Any other water demand that is not adequately described by the water sectors defined above, including fire flows and construction water. System water losses are not to be reported in the "Other" category.

4.2.1 Historical Potable Water Use

Historical potable water production, metered consumption, and non-revenue water (NRW) for 2020 through 2024 are shown in Table 4-1. Historical data for 2020 to 2024 is from production and consumption data provided by the City and is consistent with the data reported in the City's 2025 WMPU. NRW is the difference between the quantity of water produced and the quantity of water consumed and/or metered. The City was fully metered for the years shown in Table 4-1.

Table 4-1. Historical Potable Water Production, Demand, and Losses, AF[a,b]

Year	Annual Production	Annual Metered Consumption	Annual Water Losses
2020	10,580	9,358	1,222
2021	10,625	9,536	1,089
2022	10,664	9,748	916
2023	10,094	9,439	655
2024[c]	11,429	10,095	1,334

(a) Historical 2020 to 2024 data is from production and consumption data provided by the City and is consistent with the data reported in the City's 2025 Water Master Plan Update (WMPU).

(b) Data reported in this table may differ slightly from what was reported in the AWWA Water Loss Audits as data is further refined for the Water Loss Audits (e.g., inclusion of metered hydrant water use which was excluded in the 2025 WMPU).

(c) 2024 data shown has been corrected for meter calibration issues. The City identified meter reporting discrepancies after required State reporting was submitted; therefore, 2024 data may differ from those previously reported to the State. The City is working to resolve these discrepancies in its State reporting.

4.2.2 Current Water Use

Potable and non-potable water demands by sector for the year 2025 are reported in Table 4-2. As shown, all potable water deliveries were treated to potable water standards, and all non-potable water deliveries were treated to Title 22 recycled water standards. The City did not supply water to wholesale customers in 2025 and has no plans to do so in the future. Additionally, the City does not have any current plans to use water for saline water intrusion barriers, agricultural irrigation, wetlands, or wildlife habitat. However, the City plans to perform field investigation and testing to further evaluate whether implementation of groundwater recharge is viable, further discussed in Chapter 6.

The total water demand for 2025 was 11,757 AF, consisting of 10,868 AF of potable demand (including system losses) and 889 AF of non-potable demand.

Table 4-2. Total Uses for Potable and Non-Potable Water – 2025 (DWR Table 4-1 Retail)

Use Type	Additional Description (as needed)	2025 Actual Water Use[(a)]	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Single Family		Potable	7,758
Multi-Family		Potable	200
Commercial		Potable	497
Industrial		Potable	54
Institutional/Governmental		Potable	71
Landscape		Potable	1,124
Distribution System Water Loss		Potable	1,069
Other (optional)	Hydrant water	Potable	95
Industrial	Sierra Pacific Industries	Non-Potable	100
Landscape	Irrigation of City parks and landscaping	Non-Potable	12
Agricultural	Irrigation of farmland near WWTRF (outside of City limits)	Non-Potable	777
		Subtotal Potable	10,868
		Subtotal Non-Potable	889
		Total	11,757

NOTES:
(a) Does not include raw water delivered by PCWA or NID to customers within the City's water service area.

4.2.3 Projected Water Use

The City's potable and non-potable water demand projections for 2030 through 2050 (i.e., a 25-year planning horizon) are reported in Table 4-3. Projected future potable water demands are based on land use projections from the City's 2025 WMPU, which included water use projections for 2030 to 2045 and buildout. The 2025 WMPU demand projections have been updated for this UWMP to reflect accelerated growth and an increase in residential units in Village 7, with the majority of development now anticipated to occur by 2030 rather than 2035 as assumed in the WMPU. The anticipated annual growth rates based on the adjusted land use timing are approximately 5 percent for 2025–2030, 5 percent for 2030–2035, 4 percent for 2035–2040, and 2 percent for 2040–2045.

To account for the varying pace of development within the City over the 25-year planning horizon and for purposes of this UWMP, 2050 water demands were projected with the assumption that the City is anticipated to grow at an annual growth rate of approximately 3 percent from 2045 to 2050, reflecting the average of the growth rates for 2035–2040 and 2040–2045. The total 2050 projected potable water demand is 25,419 AF.

Non-potable water demand projections are based on the City's Reclamation Master Plan and are generally consistent with the projections reported in the City's 2020 UWMP, with updates based on City staff input. The City plans to update the Reclamation Master Plan in the next couple of years. Refer to Chapter 6 for a discussion of the City's recycled water system and associated non-potable water demand projections.

Table 4-3. Total Uses for Potable and Non-Potable Water – Projected (DWR Table 4-2 Retail)

Use Type	Additional Description (as needed)	Projected Water Use[a] (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Single Family	Country Estates, Low Density Residential, Medium Density Residential	Potable	9,603	11,212	13,157	14,569	16,801
Multi-Family	High Density Residential	Potable	226	412	563	687	792
Commercial	Commercial, Business Professional, and Mixed Use	Potable	552	1,035	1,388	1,541	1,777
Industrial		Potable	101	166	213	260	300
Institutional/Governmental	Public	Potable	101	132	195	314	362
Landscape	Parks and Recreation	Potable	1,378	1,861	2,251	2,363	2,725
Other (optional)	Hydrant water[b]	Potable	100	105	110	116	122
Distribution System Water Loss	See note c	Potable	1,320	1,675	1,947	2,203	2,540
Industrial	Sierra Pacific Industries[d]	Non-Potable	116	172	172	172	172
Landscape	Irrigation of City parks and landscaping	Non-Potable	190	240	280	610	880
Agricultural	Irrigation of farmland near WWTRF (outside of City limits)[e]	Non-Potable	2,840	2,840	2,840	2,840	2,840
		Subtotal Potable	13,381	16,598	19,824	22,053	25,419
		Subtotal Non-Potable	3,146	3,252	3,292	3,622	3,892
		Total	16,527	19,850	23,116	25,675	29,311

NOTES:
(a) Projected potable water demands includes existing use plus land use projections in the City's 2025 Water Master Plan Update that were updated for this UWMP to reflect accelerated growth and an increase in residential units in Village 7 in 2030. Projected non-potable water demands are based on the City's Reclamation Master Plan and are generally consistent with the non-potable water demands in the City's 2020 Urban Water Management Plan, with updates based on City staff input.
(b) Hydrant water use includes flushing, street sweeping, and construction and is anticipated to increase at an annual growth rate of 1 percent.
(c) Equal to 2025 water loss plus assumed unaccounted for water use of 10 percent for future developments.
(d) Based on current discussions between the City and Sierra Pacific Industries, recycled water use is projected to increase by approximately 100,000 gpd (112 AFY), from the previously projected 60 AFY in the 2020 UWMP to approximately 172 AFY by 2035, with incremental increases beginning in 2030 and remaining constant thereafter.
(e) Although agricultural water use outside City limits has recently declined significantly, this UWMP conservatively assumes agricultural water use will remain constant over the planning horizon.

4.2.4 Characteristic Five-Year Water Use

Water Code § 10635(b) requires urban suppliers to include a five year drought risk assessment (DRA) in their UWMPs. A key component of the DRA is estimating water demands for the next five years (2026-2030) without drought conditions (i.e., unconstrained demand). Chapter 7 details the DRA, but the five-year demand projections are summarized in Table 4-4. Projected water demands for 2026 through 2029 were estimated as a linear interpolation with an annual growth rate of 4 percent between the actual 2025 consumption by use type, reported in Table 4-2, and the 2030 projected water use, reported in Table 4-3.

Table 4-4. Projected Five-Year Water Use for Retail Customers, AF[(a)]

Water Use Sector	2026	2027	2028	2029	2030
Single-Family	8,127	8,496	8,865	9,234	9,603
Multi-Family	205	210	216	221	226
Commercial	508	519	530	541	552
Industrial	63	73	82	92	101
Institutional/Governmental	77	83	89	95	101
Landscape	1,175	1,226	1,276	1,327	1,378
Other (Hydrant Water)	96	97	98	99	100
Losses	1,119	1,169	1,220	1,270	1,320
Total	**11,370**	**11,873**	**12,376**	**12,879**	**13,381**

(a) Projected water demands for 2026 through 2029 were estimated as a linear interpolation with an annual growth rate of 4 percent between the actual 2025 consumption by use type (Table 4-2), and the 2030 projected water use (Table 4-3).

4.2.5 Estimating Future Water Savings

The water use projections presented in Table 4-4 are based on land use projections within the City's water service area. In accordance with the City's WSCP, water conservation is encouraged within the City. Urban water suppliers may consider the passive savings from codes, standards, ordinances, or transportation and land use plans. Such water savings decrease the water use projections for new and future customers compared to historical customers. As indicated in Table 4-5, these potential passive savings have not been included in the City's water demand projections to be conservative.

Table 4-5. Inclusion in Water Use Projections (DWR Table 4-3 Retail)

Are Future Water Savings Included in Projections? **Drop down list (y/n)**	No
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	

4.2.6 Water Use for Lower Income Households

This UWMP considers current adopted codes, plans, and other policies or laws to estimate water savings projections. As indicated in Table 4-5, projected water use for lower income households in the City's water service area are included.

A lower income household is considered to be a household with an income below 80 percent of an area median income, adjusted for family size. Projected water demands for low income, single family, and multi-family residential water uses are included in the total water demands described in Section 4.2.3.

The City is a member of the Sacramento Area Council of Governments (SACOG) and participated in the Regional Housing Needs Plan (RHNP) which allocated participating cities and counties their "fair share" of the region's projected housing needs. The RHNP is updated every five years and provides the housing units that a city or county must plan for within a 7.5-year time period. The SACOG 2021-2029 RHNP was adopted March 2020. This information is used by cities and counties to update their General Plan Housing Elements.

The SACOG 2021-2029 RHNP includes the number of existing lower income households in the City. The Housing Element indicated approximately 33 percent of the City's households are Low Income (14 percent), Very-Low Income (9 percent), or Extremely Low Income (10 percent)[1]. The City assumes that gross per capita water demand is equal for all residential housing units regardless of income. Therefore, an estimated 2,626 AF (33 percent) of the City's residential water deliveries in 2025 (7,958 AF) were to lower income households. The City assumes that lower income households will continue to represent approximately 33 percent of the City's total residential customers through 2050. These projected low-income water demands projections are included in Table 4-3 and 4-4.

[1] Sacramento County of Governments (SACOG). March 2020. *2021-2029 Regional Housing Needs Plan.* Accessed at https://www.sacog.org/planning/land-use/housing/regional-housing-needs-allocation-rhna on February 18, 2021.

4.3 DISTRIBUTION SYSTEM WATER LOSSES

System losses are the difference between the actual volume of water treated and delivered into the distribution system and the actual metered consumption. Such apparent losses are always present in a water system due to pipe leaks, unauthorized connections or use, faulty meters, unmetered services such as fire protection and training, and system and street flushing.

The City uses the AWWA Water Audits and Loss Control Programs method to annually evaluate its distribution system losses. The water audit is an accounting exercise that tracks all sources and uses of water within a water system over a calendar year.

Table 4-6 summarizes the City's status in submitting its AWWA water audits for the last five years starting in January 2020. Copies of the City's water audit worksheets for the last five years are available online at https://wuedata.water.ca.gov/awwa_plans.

Table 4-6. Last Five Years of Water Loss Audit Reporting (DWR Table 4-5 Retail)

Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA3110004	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes

In November 2022, DWR and the State Water Board adopted water loss standards for urban retail water suppliers. The new regulation provides suppliers with volumetric standards that establish cost effective levels of achievable water loss based on each supplier's water system characteristics and budgets. Beginning in January 2028, suppliers must meet their individual volumetric real loss standards based on a three-year compliance period of the Years 2025, 2026, and 2027. Individual apparent water loss standards must also be met at the same 2028 compliance date. Table 4-7 summarizes the real and apparent water losses for 2024 compared to the City's 2028 water loss standard. As the 2025 water audit has not yet been completed, the 2024 audit data was used to prepare Table 4-7. The City's apparent water loss is below its standard, while its real water loss is slightly above the standard, likely due to unmetered flushing. However, 2024 appears to be an outlier, as the City met the water loss standards in 2022 and 2023. The City will continue to make progress towards meeting the standard by the 2028 deadline.

The City's programs to assess and manage water loss are discussed further in Chapter 9

Table 4-7. Progress Towards 2028 Water Loss Standard (DWR Table 4-6 Retail)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss			State Water Board Standard		Most Recent AWWA Water Loss		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
CA3110004	Yes	33.4	Gallons per Service Connection per Day (GPSCD)	22,851	939.5	36.7	10.6	Gallons per Service Connection per Day (GPSCD)	22,851	259.2	10.1
Water Board's Calculated Water Loss Standards											

NOTES:
(a) Data from the City's 2024 AWWA Water Loss Audit. As the 2025 water audit has not yet been completed, the 2024 audit data was used to prepare Table 4-7. However, 2024 appears to be an outlier for water loss as the City met the water loss standards in 2022 and 2023. The increase in water loss for 2024 is likely due to unmetered flushing.

4.4 CLIMATE CHANGE CONSIDERATIONS

Climate change has the potential to alter local climatic patterns and meteorology. The City, along with the other Regional Water Authority (RWA) member agencies, participated in the North American Basin Regional Drought Contingency Plan (NABRDCP) adopted in October 2017 and the Regional Water Reliability Plan adopted in May 2019, to work on coordinated planning to improve regional water supply reliability and to increase the resiliency of the region's water resources in the face of future climate and drought conditions.

The City's future water demand and use patterns may be impacted by changing climate conditions. For example, warmer temperatures may increase landscape irrigation demand, and these conditions may also increase the frequency and intensity of wildfires, potentially increasing water demands for firefighting. The water demand projections included in this 2025 UWMP reflect anticipated increases in demands. Current and ongoing water use efficiencies and water conservation by the City's water customers, discussed in Chapter 9, and expanded use of recycled water, discussed in Chapter 6, could mitigate the effects of changing climate conditions on water demands.

The City continues to evaluate available methods to better understand the relationship between changing climate conditions and water demands within its service area and will incorporate impacts of changing climate conditions on demands in future UWMPs. These potential impacts on the City's water supplies are described in Chapter 6.

CHAPTER 5
SB X7-7 Baselines, 2020 Target, and 2025 Reporting

In November 2009, SB X7-7, the Water Conservation Act of 2009, was signed into law as part of a comprehensive water legislation package. The Water Conservation Act addressed both urban and agricultural water conservation. The legislation set a goal of achieving a 20 percent statewide reduction in urban per capita water use by December 31, 2020 (i.e., "20 by 2020"). In order to meet the urban water use target requirement, each retail supplier was required to determine its baseline water use, as well as its target water use for the year 2020. Water use is measured in gallons per capita per day.

This chapter provides a review of the calculation of the City's 2020 Urban Water Use Target and demonstrates that the City achieved its 2020 target reduction.

In this UWMP, the City is required to report its compliance with the 2020 urban water use target as of 2020. The 2020 urban water use target has since been superseded by the establishment of Urban Water Use Objectives as part of the Making Conservation a California Way of Life regulation adopted on July 3, 2024. Starting in 2024, the City's Urban Water Use Objective is calculated and reported annually through a separate process, and therefore, the City does not compare its 2025 water use with its 2020 target. Additional information on the City's water conservation practices and objectives is included in Chapter 9.

5.1 OVERVIEW AND BACKGROUND

The City's compliance with SB X7-7 was first addressed in the City's 2010 UWMP. The City's baseline per capita water use was determined, and urban water use targets for 2015 and 2020 were established and adopted. Actual water use data and population estimates were used to calculate per capita water use.

SB X7-7 required each urban water retailer to determine its baseline daily per capita water use over a 10-year or 15-year baseline period. In its 2020 UWMP, the 10-year baseline period that the City selected was 2000 through 2009. The City calculated its baselines and water use targets on an individual reporting basis in accordance with SB X7-7 legislation requirements and *DWR Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (2016) (DWR Methodologies). Details of the specific methodology used to calculate the City's 2020 water use target are documented in its 2020 UWMP.

5.2 2020 DAILY PER CAPITA WATER USE COMPLIANCE

In its 2020 UWMP, the City calculated its actual 2020 water use for the 2020 Calendar Year in accordance with the DWR Methodologies document. As shown in Table 5-1, urban per capita water use in 2020 was 191 GPCD, which was below the confirmed 2020 water use target of 193 GPCD. Therefore, the City met its 2020 final water use target. Water use in 2020 in the City's service area was reduced as compared to baseline years as a result of increased water conservation efforts by the City and its customers.

Table 5-1. SB X7-7 2020 Target Progress (DWR Table 5-1 Retail)

Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	193	191	Yes		NA

5.3 REGIONAL ALLIANCE

The City chose to comply with the requirements of SB X7-7 on an individual basis. The City elected not to participate in a regional alliance.

CHAPTER 6
Normal-Year Water Supply Characterization

This chapter describes the City's water supply portfolio. Currently available water supplies, as well as future anticipated water supplies, are described and quantified. The management of each supply in correlation with other supplies is discussed. Potential effects of climate change and regulations are also discussed. The energy intensity required to treat and distribute the City's water supply is provided.

The City obtains its retail water supply from a combination of treated surface water, groundwater, and recycled water sources. These sources, along with other projected future supplies, are described in this chapter. Water supply information from the City's prior UWMPs and other relevant agency planning documents have been incorporated into this chapter; however, some sections have been updated to incorporate the most recent information available.

6.1 WATER SUPPLY ANALYSIS OVERVIEW

The City utilizes a portfolio approach to its water supplies. Water sources used to serve City customers include treated surface water, groundwater, and recycled water. Table 6-1 summarizes the City's available water supplies.

Table 6-1. City Water Supplies

Water Supply Type	Water Supply Source
Treated Surface Water	• Placer County Water Agency (PCWA) wholesale supply • Nevada Irrigation District (NID) wholesale supply conveyed through PCWA facilities
Groundwater	• City retail supply from City owned wells overlying the North American Groundwater Subbasin
Recycled Water	• City retail recycled water delivered from the Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) wastewater treatment and reclamation facility (WWTRF)

In addition to water supplied by the City to its customers, PCWA and NID have historically delivered untreated surface water directly to certain customers within the City's service area. These deliveries occur under contracts between the supplier (PCWA or NID) and the end user. This untreated surface water does not enter the City's distribution system, and the City does not meter or bill these customers for this use.

In this section, the management of each supply in correlation with other supplies are discussed, along with the measures the City has taken to acquire and develop planned sources of water. Anticipated availability of the City's water supplies under a normal water year is provided in this chapter. The availability of the City's water supplied under a single dry year and a drought lasting five years, as well as more frequent and severe periods of drought, are discussed in detail in Chapter 7 of this UWMP, along with the basis of those estimates.

6.1.1 Regional Water Authority

The City is a member of the RWA. The RWA is a joint powers authority representing a coalition of water providers in the greater Sacramento, Placer, El Dorado, and Yolo County region. RWA members include the City, PCWA, and the City of Roseville, among others.

RWA's primary mission is to help its members protect and enhance the reliability, availability, affordability and quality of water resources. RWA has launched significant programs and services on a regional scale, including: (1) a water efficiency program designed to help local purveyors implement best management practices on a regional basis; (2) implementation of the American River Basin Regional Conjunctive Use Program to build and upgrade water facilities throughout the region to better manage surface and groundwater resources; and (3) development of an Integrated Regional Water Management Planning Program (IRWMP) to continually identify the regional projects and partnerships that will help the region best meet its future water needs. As part of the IRWMP effort, RWA is also implementing the Watersheds Resilience Pilot Project[1] to support watershed health and long-term water supply reliability. RWA has provided grant funding to the City for water-related improvements, including wastewater treatment and groundwater supply projects.

6.2 PURCHASED OR IMPORTED WATER

The City purchases treated surface water from PCWA and NID. Figure 3-1 in Chapter 3 shows the location of the City's existing limits and SOI in relation to PCWA's and NID's service area boundaries.

6.2.1 Placer County Water Agency

PCWA was created in 1957 by a special act of the California Legislature and is the primary water resource agency for Placer County. The boundaries of PCWA are coterminous with the boundaries of Placer County. PCWA provides retail treated water service within its service area and provides wholesale water (treated and/or untreated) to Cal Am, the Cities of Lincoln and Roseville, San Juan Water District, and several smaller historical community systems. It also provides raw water supply to private customers for irrigation and other non-potable uses.

PCWA's water supplies are primarily delivered to customers within its Western Water System. The Western Water System was comprised of four distinct administrative zones: Zones 1, 2, 3 and 5. In 2017, Zone 6 was formed to consolidate all preexisting zones in the Western Water System service area and includes the majority of the City's existing limits and SOI (refer to Figure 3-1).

Water supply agreements with PCWA are summarized below and are included in Appendix E. In 2012, the City entered a water supply contract with PCWA for delivery of treated surface water. The contract entitles the City to a maximum delivery entitlement of 18.5 MGD of treated water supply. Completion of the City's Phase 3 Pipeline and Metering Station project in March 2021 increased the City's PCWA maximum delivery entitlement to 18.9 MGD per Facilities Agreement No. 2521 with PCWA (Appendix E).

In 2023, the City adopted Resolution 2023-109 approving a funding agreement between the City and PCWA for construction of the Ophir Water Treatment Plant and additional treated water capacity (Appendix E). The first phase of the Ophir Water Treatment Plant will provide an additional 10 MGD of treatment capacity to PCWA's Western Water System. Under the agreement, the City's additional purchased capacity from PCWA is planned to be initiated in 2030 and may increase incrementally, not to exceed 5 MGD, subject to the terms of the agreement and reaching full capacity in approximately 10 years. As described in Chapter 4 of the City's 2025 WMPU, any additional capacity would be made available upon the completion of Phase 2 of the Ophir Water Treatment Plant, which is estimated for another 10 MGD.

[1] Jacobs, Valley Vision, and Khadam Consulting. March 2026. *Regional Water Authority Watersheds Resilience Plan Public Release Draft.*

For planning purposes of this UWMP, future PCWA supply assumptions are based on the existing agreements in effect at the time of preparation.

In addition to the treated surface water deliveries discussed above, PCWA delivers untreated surface water to some customers within the City's service area via the Caperton Canal and the Auburn Ravine Creek. This raw water is used for irrigation resulting in an offset of potable water use within the City. Other customers, such as the Catta Verdera Golf Course, receive raw water deliveries directly from PCWA. The City is not involved in metering or payment obligations for these raw water deliveries within its service area. Therefore, raw PCWA water use is not included in the City demand or supply totals presented in this UWMP.

The reliability of the water supply delivery to the City is grounded in the underlying water rights and contracts held by PCWA. These water rights and contracts for PCWA's surface water supplies include the following:

- Middle Fork Project (MFP) Water – Water stored in the Middle Fork Project along the North Fork American River under water rights permits 13856 and 13858;
- Central Valley Project (CVP) Water – CVP water supply from the American River under CVP Contract 14-060200-5082A with the United States Bureau of Reclamation;
- Pacific Gas & Electric (PG&E) Water – Water purchased from PG&E from the Yuba River and Bear River under the 1982 Zone 3 Contract Purchase Agreement and the Water Supply Agreement, signed in February 2015; and
- Pre-1914 Appropriations Water – Water diverted from various small creeks and their tributaries in western Placer County, for the purpose of irrigation, under appropriative water rights S000959, S000967, S010397, and S010398.Terms associated with water supply permits and contracts dictate the volume of supplies and applicable place of use.

Terms associated with water supply permits and contracts dictate the volume of supplies and applicable place of use. Table 6-2 outlines the allotted maximum supply from each surface water source. These supplies are more fully described in PCWA's 2025 UWMP.

Table 6-2. PCWA Surface Water Supply Summary[(a)]

Supply	Source	Water Right or Contracted Volume
Middle Fork Project	American River	120,000 AFY
Central Valley Project Contract	American River	35,000 AFY
PG&E Agreements	Yuba and Bear Rivers	125,400 AFY
Pre-1914 Appropriative Rights	Various tributaries and creeks in West Placer County	S000959 – 40 cubic feet per second (cfs). All other pre-1914 rights not currently exercised. Total estimated yield of 3,400 AFY

6.2.2 Nevada Irrigation District

NID is a California special district providing treated water and raw/irrigation water to customers within portions of Nevada, Placer and Yuba counties. NID was created in 1921 by authorization of the Nevada

County Board of Supervisors under the California Irrigation District Act of 1897. NID's service area covers approximately 287,000 acres and includes agricultural, environmental, recreational, and municipal uses. NID's Draft 2025 Agricultural Water Management Plan indicates that agricultural water use accounts for approximately 80 percent of the total demand on NID's water supply. NID's service area is shown on Figure 3-1.

In 2004, the City entered into a Temporary Water Sales Agreement between the City, PCWA, and NID for treatment and delivery of NID surface water to City customers within NID's service area. Under the Temporary Water Sales Agreement, the City purchases NID supply from PCWA, which is treated and delivered through PCWA facilities. However, the agreement does not specify an amount of water to be supplied by NID to the City. The City recognizes the value of the pre-1914 water rights and endeavors to retain access to the water supply whether directly or indirectly through PCWA. The City, PCWA, and NID plan to revisit the Temporary Agreement for an update within the next five years. The Temporary Agreement is included in Appendix E.

NID delivers untreated surface water directly to certain customers within the City's service area, including the Turkey Creek Golf Course and the Lincoln Crossing Home Owner's Association, for irrigation purposes. This water does not enter the City's potable distribution system, and the City does not meter or bill these deliveries. Raw NID water use is therefore not included in the City's demand or supply totals.

As discussed further below, it is conservatively assumed that the City will not rely on NID supply in projected future water supply planning for purposes of this UWMP. Accordingly, NID water supply reliability is not included in the City's reliability evaluation presented in Chapter 7.

6.2.3 Actual and Projected Water Supplies from Purchased or Imported Water Supplies

Actual water supplies from PCWA and NID for 2025 are provided in Table 6-3. In 2025, the City received approximately 10,372 AF of treated surface water from PCWA, which includes 1,440 AF of NID supply treated and delivered by PCWA. The City's projected normal year water supplies from these sources are shown in Table 6-4 in five-year increments from 2030 to 2050. Because the Temporary Agreement does not specify the amount of NID supply the City is entitled to, and negotiations to amend the agreement are ongoing, it is conservatively assumed that the City will not receive NID supply after 2025 for the purposes of this UWMP. The City anticipates that PCWA's supplies, including additional treated water capacity associated with the Ophir Water Treatment Plant beginning in 2030, will be sufficient to meet its projected surface water supply needs under normal year conditions.

Table 6-3. Purchased or Imported Water Supplies in 2025

Water District	Existing (2025) Water Supply Volume, AF[(a)]
PCWA[(b)]	8,932
NID[(c)]	1,440

(a) Does not include retail raw water supplies delivered by PCWA or NID to customers within the City water service area.
(b) PCWA supply is equal to total potable supply delivered via PCWA facilities to the City less NID supply.
(c) NID supply data provided by City staff based on discussion with NID and PCWA staff.

Table 6-4. Projected Purchased or Imported Water Supplies[a,b]

Water District	Projected Water Supply Volume, AF				
	2030	2035	2040	2045	2050
PCWA	12,043	14,938	17,842	19,848	22,877
NID	0	0	0	0	0

(a) The City plans to meet 90 percent of projected potable water demands with purchased surface water supplies.
(b) Projections rounded to nearest ten AF.

6.3 GROUNDWATER

The City has five groundwater wells located in the western portion of the City. The City uses these wells in conjunction with its surface water supplies during normal and wet years to meet peak summer demands and provide supply resiliency. Use of the groundwater wells may increase during dry years when available surface water supplies may be limited. This section describes the history and management strategies of the groundwater subbasin underlying the City as well as the volume of groundwater pumped by the City.

6.3.1 Groundwater Basin Description

The groundwater basin underlying the City is the Sacramento Valley Groundwater Basin, North American Subbasin (NASb). The NASb lies in the southeastern portion of the Sacramento Valley Groundwater Basin and consists predominantly of unconsolidated to semi-consolidated Quaternary alluvial deposits and Tertiary nonmarine sedimentary deposits.[2] The NASb is bounded on the north by the Bear River and the Yuba–Placer County line; on the east by granitic, metamorphic, and marine sedimentary rocks along the Sierra Nevada foothills; on the south by the American River; and on the west by Sacramento County, Sutter County, and the Feather River (5-021.64, NASb). Groundwater in the NASb occurs within alluvial sediments and deeper geologic formations that yield water for municipal, agricultural, and industrial uses. The extent of the NASb is shown on Figure 6-1.

The NASb is not listed as critically overdrafted by DWR in the 2019 Basin Prioritization. Furthermore, the subbasin has not been described in overdraft in DWR Bulletin 118.

6.3.2 Groundwater Management

The management of NASb groundwater resources is discussed below. The NASb is not an adjudicated basin.

6.3.2.1 Western Placer County Groundwater Management Plan

In 2007, the City adopted the Western Placer County Groundwater Management Plan (WPCGMP). The WPCGMP was developed to assist the City of Roseville, the City of Lincoln, PCWA, and Cal Am in maintaining a safe, sustainable, and high-quality groundwater resource within a portion of the NASb. The WPCGMP provided a framework to coordinate groundwater management activities through a set of basin

[2] California Department of Water Resources (DWR), 2018. *California's Groundwater Basins – Sacramento Valley – North American Subbasin (5-021.64) Basin Boundary Description (Bulletin 118).*

management objectives and specific implementation actions. The recommended sustainable yield for the entire NASb is 400,000 AFY, 95,000 AFY of which was assigned to Placer County in the WPCGMP.

6.3.2.2 Sustainable Groundwater Management Act

In September 2014, the California Legislature passed the SGMA, a three-bill legislative package composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley). The legislation provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention when necessary to protect the resource.

SGMA applies to basins or subbasins designated by DWR as high or medium priority basins. The ranking for the NASb of the Sacramento Valley Groundwater Basin is shown in Table 6-5. As shown, the NASb has been ranked as a high priority basin.

Table 6-5. Groundwater Basin Prioritization for Sustainable Groundwater Management Act[(a)]

Basin Number	Basin Name	Overall Basin Ranking Score	Overall Basin Priority
5-21.64	Sacramento Valley – North American Subbasin	25.5	High

(a) Department of Water Resources, May 2020, Sustainable Groundwater Management Act 2019 Basin Prioritization.

The SGMA implementation steps, deadlines, and status are shown in Table 6-6.

Table 6-6. Sustainable Groundwater Management Act Implementation Steps and Deadlines

Implementation Step	Implementation Measure	Deadlines	Status
Step One	• Local agencies must form local GSAs within two years	• June 30, 2017	• Five GSAs formed for the North American Subbasin • The City is a member of West Placer Groundwater Sustainability Agency
Step Two	• Agencies in basins deemed high or medium priority must adopt GSPs within five to seven years, depending on whether a basin is in critical overdraft	• January 31, 2020 for critically overdrafted basins • January 31, 2022 for high- and medium-priority basins not currently in overdraft	• North American Subbasin GSP was adopted and approved by State in July 2023
Step Three	• Once plans are in place, local agencies have 20 years to fully implement them and achieve the sustainability goal	• January 31, 2040 for critically overdrafted basins • January 31, 2042 for high- and medium-priority basins not currently in overdraft	• GSAs, including West Placer Groundwater Sustainability Agency, are currently implementing the GSP

6.3.2.3 West Placer Groundwater Sustainability Agency

Following adoption of SGMA, groundwater management of the NASb transitioned to governance under the GSAs formed within the basin. The NASb underlies portions of three counties (Placer, Sacramento, and Sutter). Management of the basin is a collaborative effort of the following five GSAs:

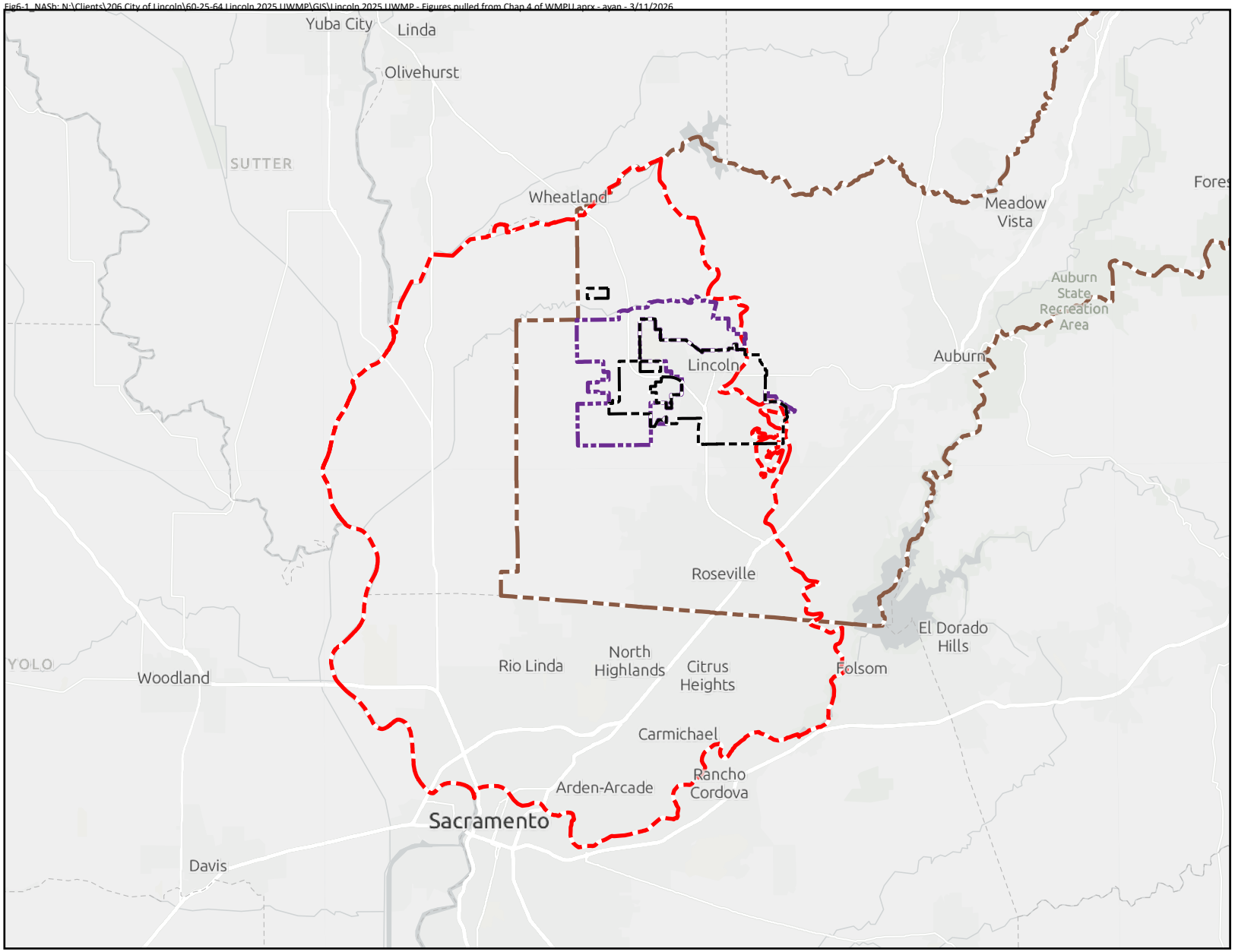
- Reclamation District 1001 GSA
- Sacramento Groundwater Authority GSA
- South Sutter Water District GSA
- Sutter County GSA
- West Placer GSA

The City is a member of West Placer Groundwater Sustainability Agency (WPGSA), which also includes the City of Roseville, Placer County, PCWA, NID, and Cal Am. In compliance with the SGMA, the five GSAs collaborated to develop the NASb GSP which was completed in December 2021 and approved by the State in July 2023. The NASb GSP is currently being implemented to achieve sustainable groundwater management within the basin. Additional information on the NASb can be accessed at http://nasbgroundwater.org.

In compliance with SGMA, the five GSAs collaborate to prepare annual GSP Annual Reports to submit to DWR. The most recent 2024 NASb GSP Annual Report was submitted in March 2025 with no occurrences of undesirable results as defined in the NASb GSP.[3]

[3] Woodard & Curran, Inc. March 2025. *North American Subbasin Groundwater Sustainability Plan Water Year 2024 Annual Report.* Assessed at https://sgma.water.ca.gov/portal/gspar/preview/416 on March 12, 2026.

Fig6-1_NASb: N:\Clients\206 City of Lincoln\60-25-64 Lincoln 2025 UWMP\GIS\Lincoln 2025 UWMP - Figures pulled from Chap 4 of WMPU aprx - ayan - 3/11/2026



Notes:
1. City boundaries shown based on GIS data provided by the City in 2025.

Prepared by:

WEST YOST

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Miles

Prepared for:

City of Lincoln
2025 Urban Water Management Plan

Lincoln
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Sacramento Valley Groundwater Basin
North American Subbasin
Figure 6-1

6.3.3 Groundwater Use – Past Five Years

The City uses groundwater during periods when treated surface water through PCWA's system is less available, and to manage summer maximum day and peak hour water demands. As discussed in Chapter 4 of the City's 2025 WMPU, availability of surface water supplies from PCWA will continue to be utilized as the City's primary water supply for the foreseeable future, and the City will continue to invest in its groundwater supplies to increase water supply resiliency while continuing to explore water supply alternatives.

Currently, City groundwater use accounts for less than 10 percent of its potable water supplies. In 2025, the City produced approximately 496 AF of groundwater, representing approximately 5 percent of total potable water production. In normal and wet years, the City primarily uses groundwater to supplement PCWA surface water supply during peak demand periods. In dry years, City groundwater use may increase to offset reductions in available surface water supply. The City's groundwater production wells are all located within the City limits, on the western side of the City's potable water service area.

Table 6-7. Groundwater Pumped in Last Five Years (DWR Table 6-1 Retail)

Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Alluvial Basin	Potable	North American Subbasin (5-21.64)	255	200	138	469	496
		Total	255	200	138	469	496

6.3.4 Groundwater Use – Projected

In the future, the City may increase or decrease groundwater use (above or below 10 percent) through conjunctive use strategies to optimize system performance while protecting the aquifer. For purposes of this UWMP, the City anticipates meeting approximately 10 percent of projected potable water demands with local groundwater supplies, consistent with its conjunctive use strategy. The City's projected normal year water supplies from groundwater are shown in Table 6-8 in five-year increments from 2030 to 2050.

If needed, the City will construct new groundwater wells and increase its groundwater supply capacity to support projected growth and maintain supply resiliency.

Table 6-8. Projected Groundwater Supplies

Groundwater Type	Location or Basin Name	Projected Water Supply Volume, AF[a,b]				
		2030	2035	2040	2045	2050
Alluvial Basin	North American Subbasin (5-21.64)	1,338	1,660	1,982	2,205	2,542

(a) The City anticipates meeting approximately 10 percent of projected potable water demands with groundwater supplies, consistent with its conjunctive use strategy.

6.4 SURFACE WATER

The City does not use any self-supplied surface water. All surface water used by the City is purchased from PCWA and NID as described in Section 6.2 above. The City will continue to explore opportunities to utilize raw water resources for landscape irrigation to offset potable water use whenever feasible.

6.5 STORMWATER

The City does not currently divert stormwater for beneficial use.

6.6 WASTEWATER AND RECYCLED WATER

In 2022, the City entered a joint powers authority with Placer County to form the LiSWA. LiSWA owns and operates the WWTRF, which was previously owned and operated by the City prior to the formation of LiSWA. LiSWA is responsible for the collection, treatment and disposal of wastewater within City limits and portions of western Placer County.

The WWTRF produces Title 22 treated tertiary wastewater (recycled water) suitable for unrestricted use and reclamation. The recycled water is permitted for discharge of surface water into the Auburn Ravine Creek and for land application to onsite reclamation areas surrounding the WWTRF and off-site reclamation areas. Information within this section is largely from the City's Wastewater Collection System Master Plan and the City's Reclamation Master Plan.[4]

6.6.1 Wastewater Collection, Treatment, and Disposal

In this section, LiSWA's collection system, treatment, and disposal services are described.

6.6.1.1 Wastewater Collected Within Service Area

LiSWA collects and treats wastewater within City limits, as well as regional wastewater flow from Placer County's Sewer Maintenance District No. 1 (SMD1), which the City receives via the Mid-Western Placer Regional Sewer Pipeline under a Joint Exercise of Powers Agreement. The City's wastewater collection system consists of approximately over 300 miles of sanitary sewers, including local sewers, trunk sewers, and force mains, and seven sewage pump stations. Regional wastewater flow from SMD1 is pumped through a 13.5-mile force main from western Placer County before discharging into the City's collection system near the intersection of Highway 193 and Sierra College Boulevard. In the future, LiSWA may also

[4] Stantec, December 2019. *City of Lincoln – Reclamation Master Plan.*

receive and treat wastewater from the City of Auburn and Bickford Ranch via the Mid-Western Placer Regional Sewer Pipeline.

Collected wastewater consists of base sanitary flow, groundwater infiltration, and rainfall inflow and infiltration. In 2025, the City collected approximately 4,686 AF of wastewater.

A summary of the wastewater collected in the City's service area is provided in Table 6-9.

Table 6-9. Wastewater Collected Within Service Area in 2025 (DWR Table 6-2 Retail)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)[(a)]	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA)	Metered	4,686	Other (provide name and ID in "NOTES" field)	Yes
Total Wastewater Received from UWMP Service Area in 2025:		4,686		

NOTES:
(a) Wastewater collected within UWMP Service Area is equal to the total wastewater influent to the WWTF less wastewater flow from Placer County's Sewer Maintenance District No. 1.
(b) LiSWA owns and operates the wastewater treatment plant: LiSWA WWTRF, Place ID 238365, which was previously named "Lincoln City" prior to the formation of LiSWA in 2022.

6.6.1.2 Wastewater Treatment and Discharge Within Service Area

The WWTRF, located in the southwest part of the City off Fiddyment Road, treats collected wastewater using conventional secondary and tertiary wastewater treatment processes, including biological treatment in oxidation ditches with nitrification and denitrification, secondary clarification, granular media filtration, and UV disinfection. LiSWA is intending to improve the WWTRF through its WWTRF Phase 1 Improvement Project. The WWTRF currently has a permitted average dry weather flow (ADWF) capacity of 5.9 MGD with peak hour flow capacity of up to 35 MGD. The Phase 1 Improvement Project will upgrade the WWTRF to increase treatment capacity up to 6.0 MGD ADWF and handle peak hour flows of up to 50 MGD. Future plant expansion projects are expected to increase treatment capacity up to 8 MGD.

Final tertiary effluent is either used to supply the City's recycled water distribution system, sent to tertiary storage basins for later use, or discharged to Auburn Ravine Creek. Effluent discharged to Auburn Ravine Creek is subject to Order No. R5-2018-0081 (NPDES No. CA0084476) adopted by the Central Valley Regional Water Quality Control Board (RWQCB). In addition to the ADWF limit, LiSWA's National Pollutant Discharge Elimination System (NPDES) permit requires the effluent discharge to Auburn Ravine Creek to comply with various effluent and receiving water quality limitations, including receiving water limits for temperature, pH, and dissolved oxygen concentration. Historically, the receiving water temperature limits have been the most limiting constraint for effluent management. The WWTRF's tertiary storage facilities can be used to store treated effluent until it meets the temperature requirements or until there is sufficient recycled water demand for its beneficial use.

Before entering the recycled water distribution system, effluent sent to storage can be re-treated using a dissolved air flotation tank system, which removes algae and other contaminants that may have been introduced during storage, and through the filtration and disinfection processes described above. Additionally, inline filtration will be located as needed at City parks equipped to receive recycled water to improve water quality and reduce operation activities and maintenance. The City also plans to install large-scale inline filters and disinfection along the primary recycled water transmission main serving the City potentially as part of the WWTRF Expansion Project.

A summary of the treated and surface discharged effluent or recycled water in 2025 is provided in Table 6-10.

6.6.2 Recycled Water System Description

LiSWA's WWTRF can produce tertiary treated recycled water that meets DDW Title 22 requirements for unrestricted reuse. Treated effluent not discharged to Auburn Ravine Creek can be applied for beneficial use at on-site or off-site reclamation areas. Recycled water is delivered to off-site reclamation areas via the City's recycled water distribution system. The City's distribution system is supplied by the LiSWA 7.9 MGD Reclamation Booster Pump Station, located on-site at the WWTRF and 12 miles of transmission pipelines.

LiSWA's on-site reclamation area consists of approximately 180 acres of land at the WWTRF used for conservation and agriculture. LiSWA also delivers recycled water for agricultural use to an off-site reclamation area outside the existing City limits (192 acres of County Leased Reclamation Area).

Within the City limits, recycled water is used for the irrigation of Foskett Regional Park, Joiner Park, Lincoln at Liberty Clubhouse, some landscaped medians, and industrial use at Sierra Pacific Industries.

6.6.3 Potential, Current, and Projected Recycled Water Uses

The City plans to supply recycled water to areas within the City's SOI at elevations of approximately 160 feet above sea level or lower. Supplying recycled water to higher elevations would require additional pump stations and may not be cost effective. The planned future recycled water service area is generally bounded by Lincoln Boulevard on the east and the City's SOI boundary to the west.

Irrigation demands outside the recycled water service area will continue to be supplied by the City's potable water distribution system or by other non-potable supplies from PCWA or NID. However, the City is interested in expanding the municipal use of recycled water and is planning to update the 2019 Reclamation Master Plan in the next couple of years to further evaluate the feasibility of recycled water expansion and identify potential uses, customers, and implementation timing.

Table 6-11 summarizes the current direct beneficial uses of recycled water within the City's service area and projected recycled water use through 2050, consistent with DWR reporting requirements.

Table 6-10. Wastewater Treatment and Outcomes Within Service Area in 2025 (DWR Table 6-3 Retail)

Wastewater Treatment Plant Name and Place ID Number[a] Drop down list	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) Drop down list	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Treatment Level Drop down list	Volume (AF)	Name of other entity
Other (provide name and ID in "NOTES" field)	Yes	4,686	6,375	Tertiary	112	Tertiary	777	Tertiary	5,156		0		0	
Total		4,686	6,375		112		777		5,156		0		0	

NOTES:
(a) Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) owns and operates the wastewater treatment plant: LiSWA WWTRF, Place ID 238365, which was previously named "Lincoln City" prior to the formation of LiSWA in 2022.

Table 6-11. Current and Projected Recycled Water Direct Beneficial Uses Within Service Area (DWR Table 6-4 Retail)

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :			Lincoln-Sewer Maintenance District 1 Wastewater Authority Wastewater Treatment and Reclamation Facility (WWTRF)							
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :			City of Lincoln							
Volume of Supplemental Water Added in 2025 (OPTIONAL) :										
Source of 2025 Supplemental Water (OPTIONAL) :										
Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use** Volume	**Potential Recycled Water Use** Narrative page number (OPTIONAL)
Industrial	Non-Potable	Sierra Pacific Industries[a,b]	100	116	172	172	172	172		
Landscape	Non-Potable	Irrigation of City parks and landscaping[a,c]	12	190	240	280	610	880		
Agricultural	Non-Potable	Irrigation of farmland near WWTRF (outside of City limits)[a,d]	777	2,840	2,840	2,840	2,840	2,840		
		Subtotal Potable	0	0	0	0	0	0	0	
		Subtotal Non-Potable	889	3,146	3,252	3,292	3,622	3,892	0	
		Total	889	3,146	3,252	3,292	3,622	3,892	0	0

NOTES:

(a) Projected recycled water demands are based on the City's Reclamation Master Plan and remain generally consistent with projections reported in the City's 2020 Urban Water Management Plan, with updates based on City staff input.

(b) Based on current discussions between the City and Sierra Pacific Industries, recycled water use is projected to increase by approximately 100,000 gpd (112 AFY), from the previously projected 60 AFY in the 2020 UWMP to approximately 172 AFY by 2035, with incremental increases beginning in 2030 and remaining constant thereafter.

(c) Projected recycled water use for 2040 is based on the projections for the Near-Term Development scenario presented in Table 6-10 of the City's Reclamation Master Plan. Landscape Irrigation projections for 2030 and 2035 are a linear progression between the 2020 and 2040 development scenarios. Landscape Irrigation projection for 2050 is based on a linear progression between the 2045 projection and the Long-Term Development scenario presented in Table 6-10 of the City's Reclamation Master Plan, assuming that the Long-Term Development scenario represents 2065 conditions.

(d) Although agricultural water use outside City limits has recently declined significantly, this UWMP conservatively assumes agricultural water use will remain constant over the planning horizon.

Table 6-12 compares recycled water use projected in the 2020 UWMP to actual recycled water use in 2025. Total recycled water use in 2025 (889 AF) was lower than the total volume projected in 2020 (3,050 AF), while actual recycled water use for industrial use was slightly higher than the projection. The City previously delivered recycled water to Machado Farms outside of existing City limits for agricultural use. However, since the 2020 UWMP, Machado Farm has been sold and has not been actively using recycled water. Additionally, many developments within the City over the past five years have not been located adjacent to existing recycled water infrastructure, limiting opportunities for connection. In late 2025, two large developments, Liberty at Lincoln and Joiner Ranch East, connected to the recycled water system for landscape irrigation.

Table 6-12. 2020 Recycled Water Use Projection Compared to 2025 Actual (DWR Table 6-5 Retail)

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Industrial use	60	100
Landscape irrigation (exc golf courses)[(a)]	150	12
Agricultural irrigation[(b)]	2,840	777
Total	3,050	889

NOTES:
(a) Recent development has not occurred adjacent to existing recycled water infrastructure, limiting connection opportunities.
(b) Since the 2020 UWMP, Machado Farm was sold and no longer receives recycled water deliveries.

The City's Reclamation Master Plan indicates significant infrastructure will need to be constructed to expand the delivery of recycled water. Since 2000, the City has been requiring the installation of recycled water distribution mains within the new developments to allow for the use of recycled water. As part of the City's Phase II Reclamation Project, recycled water service has been extended to Joiner Park. Future expansion of the Phase II Reclamation project will include Machado Park and Peter Singer Park. Other existing irrigation customers that may convert to recycled water in the future include cemeteries, schools, parks, public facilities, streetscapes, and other City-owned properties with non-potable water demand. Recycled water use will also be extended to planned development areas such as the Villages and SUDs within the recycled water service area. As development occurs, off-site agricultural reuse of WWTRF effluent is assumed to decrease over time as a result of the anticipated increase in recycled water demands associated with landscape irrigation for planned development and other municipal recycled water customers. It is assumed that the City and County will have rights to the beneficial use of recycled water in proportion to their usage of the WWTRF.

The City's identified actions to expand recycled water use within its service area are summarized in Table 6-13. Expected increase in recycled water use varies. Future increases in recycled water use will help offset potable water demand where possible but are difficult to quantify.

As part of the on-going Village 5 planning, a recycled water system is being considered to serve irrigation demands. Backbone recycled water pipeline infrastructure is included in Village 5 master planning and needs to be reconciled with the City's Reclamation Master Plan.

Table 6-13. Methods to Expand Future Recycled Water Use (DWR Table 6-6 Retail)

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Phase II Reclamation Project		Ongoing	Varies
Recycled Water Infrastructure Installation in New Development	Require installation of recycled water distribution mains within new developments to facilitate future recycled water connections.	Ongoing	Varies
Municipal Code Requirements for Construction Use of Recycled Water	Enforce LMC Section 13.04.150 requiring recycled water use for eligible construction projects within one mile of the WWTRF fill station.	Existing / Ongoing	Varies
		Total (AF)	0
		Unit Conversion to AF	0

6.7 DESALINATED WATER

Desalination is the process of removing dissolved minerals from brackish or saltwater to produce freshwater that can be used for municipal needs such as drinking water and industrial uses. It is one of several elements that may be included in a community's water supply portfolio.

The City has no sources of ocean water, brackish water, or groundwater that provide viable opportunities for development of desalinated water as a long-term supply. Thus, the City has not included desalinated water in planning for its future water supply sources.

6.8 WATER EXCHANGES AND TRANSFERS

Water exchanges or transfers between willing sellers and willing buyers may supplement water supplies during dry periods and move water to areas of critical need. The City may have opportunities to acquire water through transfers or make water available for transfer under certain conditions.

Acquiring water through transfers would require the City to obtain permission from PCWA to use PCWA conveyance facilities. PCWA currently maintains adequate supplies to meet the City's projected needs under normal conditions; therefore, water transfers are not a primary component of the City's long-term supply strategy.

Through conjunctive use of its groundwater assets, the City may be able to adjust groundwater and surface water usage in coordination with PCWA during periods of shortage. Any exchange or transfer of surface water assets would require regional cooperation among wholesale water agencies and compliance with applicable regulatory requirements.

The City delivers recycled water supplies to agricultural users in accordance with its discharge requirements. As additional recycled water supplies become available, the City plans to expand recycled water deliveries to offset potable surface water and groundwater demands. Excess recycled water supplies discharged to Auburn Ravine may be used for beneficial purposes consistent with regulatory approvals.

6.9 FUTURE WATER PROJECTS

The City has identified projects to expand capacity from existing surface water, groundwater, and recycled water supplies. Table 6-14 summarizes the future water supply projects or programs planned by the City. Further discussion of these projects is provided below. Additionally, the City may evaluate future development of new raw water sources, including opportunities to serve new development with raw water supplies; however these are not evaluated in this UWMP and may be addressed in future studies.

6.9.1 Ophir Water Treatment Plant

In 2023, the City adopted Resolution 2023-109 approving a funding agreement with PCWA for construction of the Ophir Water Treatment Plant Phase 1 (see Appendix E). Under the agreement, the City's Partner Capacity is planned to begin in 2030 at 0.46 MGD (560 AFY) and increase incrementally to reach a maximum capacity of up to 5 MGD (5,600 AFY) within approximately 10 years.

Additional capacity from Phases 2 and 3 is assumed to begin in 2040 and become incrementally available to the City with an estimated maximum capacity of approximately 10 MGD (11,200 AFY) beyond the 20-year UWMP planning time frame.

The construction and implementation of Ophir Water Treatment Plant will support the City's long-term growth and enhance surface water supply reliability from PCWA.

6.9.2 Future Aquifer Storage and Recovery Groundwater Wells

As the City expands and develops the western and northern portions of its SOI, new groundwater production wells will be necessary to be constructed in the developing areas. To mitigate potential impacts on the groundwater basin, the City intends to equip a strategic subset of future wells with aquifer storage and recovery (ASR) capability.

ASR is a water management strategy that involves the injection of treated surface water into a suitable aquifer during times when surplus water is available, typically winter months when demands are low. The stored water can then be recovered and used for potable supply during periods of high demand, such as the summer or for emergency conditions.

These ASR wells will increase the City's overall groundwater production capacity and improve its ability to rely on groundwater supplies if PCWA supplies are curtailed due to drought or are unavailable due to an emergency. Construction of these new wells is not intended to increase the City's groundwater production in normal or wet years; rather, they will provide additional capacity to support peak demands, system resiliency, conjunctive use operations.

As discussed in Chapter 4 of the City's 2025 WMPU, the City will need to construct a new well approximately every four to five years assuming a capacity of 1.7 MGD (1,900 AFY) per well to support growth in peak demands. By 2045, seven new ASR wells are planned to be constructed per the City's Capital Improvement Program in the 2025 WMPU. By 2050, an additional ASR well is anticipated, resulting in a total of eight new ASR wells added to the system and an estimated 15,235 AFY of additional groundwater production capacity (subject to change depending on actual well capacity once constructed).

Table 6-14. Expected Future Water Supply Projects or Programs (DWR Table 6-7 Retail)

☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.						
Sections 6.9.3 and 6.9.4	Provide page location of narrative in the UWMP						
Name of Future Projects or Programs[(a)]	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Ophir Water Treatment Plant Phase 1	Yes	Placer County Water Agency	See note (b)	Potable	2030 - 2040	All Year Types	560 - 5,600
Ophir Water Treatment Plant Phases 2 and 3	Yes	Placer County Water Agency	See note (c)	Potable	2040 onwards	All Year Types	11,200
Aquifer Storage and Recovery Groundwater Wells	No		See note (d)	Potable	2030 onwards	Single-Dry and Multi-Dry Year	1,900 - 15,235

NOTES:

(a) The City is evaluating groundwater recharge and recycled water system expansion; these projects do not have quantifiable supply increases and are discussed in Sections 6.9.3 and 6.9.4.

(b) In 2023, the City adopted Resolution No. 2023-109 approving a funding agreement with PCWA for Phase 1 of the Ophir Water Treatment Plant. The City's partner capacity is expected to begin in 2030 at 0.46 mgd (560 AFY) and increase incrementally to up to 5 mgd (5,600 AFY) over approximately 10 years. The range shown reflects this incremental increase.

(c) Additional capacity from Phases 2 and 3 is assumed to begin in 2040 and become incrementally available to the City with an estimated maximum capacity of approximately 10 MGD (11,200 AFY) beyond 20-year UWMP planning time frame.

(d) ASR wells are planned to support peak demands, system resiliency, and conjunctive use operations. The capacity range shown (1,900–15,235 AFY) represents the incremental addition of one to eight ASR wells, assuming approximately 1.7 MGD (1,900 AFY) per well, as planned in the City's 2025 WMPU.

6.9.3 Groundwater Recharge

In addition to ASR, the City is working with other agencies that rely on the NASb to develop potential groundwater recharge to help ensure a sustainable groundwater basin for all users. The West Placer WPGSA has been leading the effort to regionally determine recharge projects that will benefit groundwater users of the basin which includes the City.

WPGSA completed a groundwater recharge site feasibility study in 2023.[5] The study helped to identify multiple sites throughout western Placer County that would be suitable for groundwater recharge and develop criteria to rank the priority of potential projects. Locations identified include potential sites within the City's existing city limits as well as the sphere of influence. A groundwater recharge study was recommended in the City's 2025 WMPU to perform field investigation and testing on the sites identified in WPGSA's 2023 groundwater recharge site feasibility study. This study would further evaluate whether implementation of recharge is viable in the City.

6.9.4 Recycled Water System Expansion

The City plans to continue expanding its recycled water system and increase recycled water deliveries within its water service area. The City's Phase II Reclamation Project will extend recycled water service to Machado Park and Peter Singer Park. The City will extend service to other existing customers and continue to require construction of recycled water pipelines in new developments. Use of recycled water by these existing and new customers would offset potable water use and increase the City's potable water system reliability. Additionally, the City is planning to update the Reclamation Water Master Plan in the next couple of years and continue to work with developers and LiSWA to maximize the future use of recycled water.

6.10 SUMMARY OF EXISTING AND PLANNED SOURCES OF WATER

The City's existing water supplies and projected normal year water supplies are summarized in Table 6-15 and Table 6-16, respectively. Existing supplies reflect actual 2025 production from surface water and groundwater sources. Projected supplies reflect the City's conjunctive use strategy of utilizing approximately 90 percent surface water and 10 percent groundwater, in addition to recycled water for recycled water demands.

Future surface water supplies include the City's existing maximum delivery entitlement from PCWA as well as additional treated water capacity associated with the Ophir Water Treatment Plant beginning in 2030. Groundwater supplies will continue to be used to support peak demands and system resiliency. Recycled water supply will continue to be used to supply the increase in recycled water demands.

[5] GEI Consultants. March 2023. *Groundwater Recharge Site Feasibility Evaluations West Placer County, California*

Table 6-15. Water Supplies – Actual (DWR Table 6-8 Retail)

Water Supply		2025		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Purchased or Imported Water	PCWA Surface Water[a,b]	Potable	8,932	
Purchased or Imported Water	NID Surface Water[a]	Potable	1,440	
Groundwater (not desalinated)		Potable	496	
Recycled Water		Non-Potable	889	
		Subtotal Potable	10,868	0
		Subtotal Non-Potable	889	0
		Total	10,868	0

NOTES:
(a) The City purchases NID supply from PCWA, which is treated and delivered through PCWA facilities.
(b) PCWA supply is equal to total potable supply delivered via PCWA facilities to the City less NID supply.

Table 6-16. Water Supplies – Projected (DWR Table 6-9 Retail)

Water Supply			Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	Potable or Non-Potable (after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below
Purchased or Imported Water	PCWA Surface Water	Potable	12,043		14,938		17,842		19,848		22,877	
Purchased or Imported Water	NID Surface Water	Potable	0		0		0		0		0	
Groundwater (not		Potable	1,338		1,660		1,982		2,205		2,542	
Recycled Water		Non-Potable	3,146		3,252		3,292		3,622		3,892	
Subtotal Potable			13,381	0	16,598	0	19,824	0	22,053	0	25,419	0
Subtotal Non-Potable			3,146	0	3,252	0	3,292	0	3,622	0	3,892	0
Total			16,527	0	19,850	0	23,116	0	25,675	0	29,311	0

6.11 CLIMATE CHANGE IMPACTS TO SUPPLY

The State of California continues to take proactive steps to understand and address changing climate conditions. Observed increases in air and ocean temperatures, changing precipitation patterns, and reduced snowpack have implications for long-term water supply reliability.

As part of statewide planning efforts, considerations of changing climate conditions are incorporated into regulatory programs and water management documents. For example, State Water Resources Control Board Resolution 2017-0012 requires water system inspections to address climate related impacts and concerns. UWMPs must recognize these factors and evaluate potential impacts to water supplies.

NABRDCP discusses how changing climate conditions may influence the City's water supplies. Factors such as increased average temperature, decreased snowpack, increased evapotranspiration, and sea level rise may affect regional water supply reliability. In response to these conditions, Folsom Reservoir operations may be adjusted to regulate flow in the American River and to contribute water to the Sacramento–San Joaquin Delta to satisfy Delta flow requirements and protect endangered species. Changes in Folsom Reservoir operations may impact City supplies because of PCWA's reliance on the American River for a significant portion of its surface water portfolio.

The NABRDCP projects that low storage in Folsom Reservoir may have a moderate impact on PCWA and City supplies. The City has taken steps to increase the resiliency of its water supply portfolio and reduce potable water demands, including expansion of its recycled water system, participation in regional groundwater management under SGMA, and implementation of local and regional water conservation programs. Together, these actions are intended to reduce potential impacts of changing climate conditions on the City's water supplies.

Placer County's February 2026 Draft Drought Resilience Plan (DRP) evaluates drought and water shortage vulnerabilities within the County, including areas served by domestic wells and small water systems.[6] The DRP identifies factors that may increase regional water shortage vulnerability, including changing climate conditions, rising temperatures, and prolonged drought periods. These factors may contribute to declining groundwater levels, reduced surface water supplies, and increased water demand. The plan highlights potential water quality risks in aquifers east and northeast of the City and indicates that domestic wells in western Placer County, including areas around the City, may be more vulnerable to reduced production or, in the worst-case, become unavailable during extended drought conditions. In addition, the DRP identifies social vulnerability and rapid population growth in communities such as the City may increase sensitivity to water shortages during prolonged droughts.

6.12 ENERGY INTENSITY

In accordance with California Water Code §10631.2(a), the energy intensity to provide water service to the City's customers over a one-year period is presented in this section to the extent that the information is available. The amount of energy to extract, pump, treat, and distribute the City's water supply within the system it owns and operates is included. The amount of energy that PCWA requires to transport, treat, and deliver potable water, and that NID requires to deliver raw water to PCWA's treatment facilities, is excluded from this Plan.

[6] Stantec. February 2026. *Placer County Drought Resilience Plan (DRP) Public Draft.*

Energy intensity is the total amount of energy in kilowatt-hours (kWh) expended on a per acre-foot basis to take water from the City's sources to its point of delivery. Understanding whole-system energy intensity allows the City to:

- Identify energy and cost-saving opportunities;
- Calculate energy savings and greenhouse gas emissions reductions associated with water conservation programs;
- Identify opportunities for receiving energy efficiency funding for water conservation programs;
- Inform climate change mitigation strategies; and
- Benchmark energy use at each water acquisition and delivery step and compare energy use with those of similar agencies.

The calculated energy intensity of the City's potable water service for 2025 is provided in Table 6-17. The City uses energy to extract groundwater from its wells and to operate its distribution system. The City does not treat or convey surface water and does not store water in an energy-intensive manner. Energy required to extract groundwater is reported as extraction and diversion consumption. Energy consumption from the City's booster pump station is reported as distribution consumption.

The total energy intensity for the City's potable water service in 2025 is 110 kWh/MG (36 kWh/AF).

Table 6-17. Energy Intensity – Total Utility Approach (DWR Table O-1B)

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		10,868	-	10,868
Energy Consumed (kWh)		388,925	-	388,925
Energy Intensity (kWh/vol. converted to MG)		110	-	110

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Combination of Estimates and Metered Data

Data Quality Narrative:

Energy consumption data provided by PG&E.

Narrative:

Energy consumed is from City groundwater wells and single booster pump station only.

As discussed in Section 6.6.1, LiSWA provides wastewater collection, treatment, and disposal services within its potable water service area and from a portion of Placer County. As discussed in Section 6.6.2, LiSWA distributes recycled water to areas both within and outside of the City's potable water service area.

Since LiSWA is responsible for wastewater and recycled water services to the City, energy consumption data at the level necessary to attribute energy use to separate processes is not readily available to the City. City staff were able to obtain and report energy use for wastewater collection and conveyance for 2025 as provided in Table 6-18; data not readily available were left blank. Due to these data limitations, energy intensity values cannot be calculated or reported for wastewater and recycled water services.

Table 6-18. Energy Intensity – Wastewater & Recycled Water (DWR Table O-2)

Start Date of Reporting Period	1/1/2025	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**			
End Date of Reporting Period	12/31/2025				
Is upstream embedded energy in the values reported?	NO	**Water Management Process**			
Units of Measure for Water	AF	**Collection / Conveyance**	**Treatment**	**Discharge / Distribution**	**Total**
Volume of Wastewater Entering Process (volume units selected above)					0
Wastewater Energy Consumed (kWh)		252,154			252,154
Wastewater Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0
Volume of Recycled Water Entering Process (volume units selected above)					0
Recycled Water Energy Consumed (kWh)					0
Recycled Water Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0

Quantity of Self-Generated Renewable Energy related to recycled water and wastewater operations

0 kWh

Data Quality (drop down)

Combination of Estimates and Metered Data

Data Quality Narrative:

Energy consumption data provided by PG&E.

Narrative:

Since LiSWA is responsible for wastewater and recycled water services to the City, energy consumption data at the level necessary to attribute energy use to separate processes is not readily available to the City. City staff were only able to obtain and report energy use for wastewater collection and conveyance. Data not readily available were left blank.

CHAPTER 7
Water Service Reliability and Drought Risk Assessment

This chapter discusses the City's water supply reliability under varying conditions through 2050. Factors impacting long-term reliability of water supplies are discussed. In assessing the City's water supply reliability, a comparison of projected water supplies and projected water demand in normal, single dry, and five consecutive dry years is provided for the City's water service area. This chapter also includes the City's Drought Risk Assessment (DRA) for the next five years. Findings show that the City's water supplies are sufficient to meet the existing and projected water demands during normal and dry conditions.

7.1 WATER SERVICE RELIABILITY ASSESSMENT

The City's water supply reliability reflects its ability to meet the needs of its water customers with its water supply under varying conditions. Details from Chapter 4, which describes the City's water use, and Chapter 6, which describes the City's water supply, are incorporated in this chapter to conduct the assessment. Findings from this assessment influence the City's water management decisions.

7.1.1 Constraints on Water Sources

The City's existing water supplies are described in Chapter 6 of this UWMP and consist of the following:

- Treated surface water purchased from PCWA and NID.
- Groundwater pumped by the City from the NASb of the Sacramento Valley Groundwater Basin.
- Recycled water produced at the City's WWTRF for non-potable use.

This section presents the constraints on PCWA's surface water supply, the City's groundwater supply, and the City's recycled water supply.

7.1.1.1 Physical

Water supply reliability is dependent on the hydraulic capacity of supply and distribution system facilities. In general, the City's existing water distribution system has sufficient capacity to deliver existing average and peak demands. As the City continues to expand and new developments are connected to the City's distribution system, new facilities will need to be constructed to increase the system's hydraulic capacity. The City proactively evaluates the impacts of new developments by using a hydraulic model of the distribution system to identify necessary system improvements.

Physical constraints on PCWA's water transmission and treatment infrastructure are discussed in PCWA's 2025 UWMP. The City and PCWA meet regularly to discuss the City's water supply and any improvements to PCWA infrastructure needed to supply the City.

7.1.1.2 Legal

As discussed in Section 6.2.1, the City has a contract with PCWA for a maximum delivery entitlement of 18.9 MGD of treated water supply. The City's future surface water supply from PCWA is governed by existing agreements, including participation in the Ophir Water Treatment Plant expansion. Increases in available treated capacity are anticipated to occur through the phased implementation of the Ophir WTP and associated facilities, consistent with executed agreements between the City and PCWA. New City developments annexed into the City will be served by PCWA Zone 6 supply as they are connected to the City's distribution system.

Existing regulations do not directly limit the City's use of groundwater resources underlying the City.

The City does not anticipate future legal constraints on the recycled water system.

Per California Senate Bill 610, the City will prepare a Water Supply Assessment (WSA) for any development which is governed by the requirements set forth in CWC §10910 through §10915 (inclusive). Per California Senate Bill 221, the City will obtain an affirmative written verification of sufficient water supply for new residential subdivisions as required by the legislation.

7.1.1.3 Water Quality

Water quality for groundwater and surface water supplies is published annually in the City's Consumer Confidence Report (CCR). The most recent CCR is available on the City's website at https://www.lincolnca.gov/our-government/a-z-city-services-and-departments/public-works/water/consumer-confidence-report/. As shown in the CCR, the City's water supply meets or exceeds all federal and state drinking water standards.

PCWA participates in regular updates to the Watershed Sanitary Surveys (WSS) for the American River Watershed and the Yuba/Bear River Watershed. PCWA diverts most of its water supplies from these two watersheds. As a result, water quality is not expected to impact supply reliability. Refer to PCWA's most recent UWMP for additional information on the quality of PCWA's supplies.

Groundwater underlying the City's service area meets all primary and secondary drinking water standards for municipal water use. As discussed in Chapter 6, the City participates in regional groundwater management through the Western Placer GSA. The City will continue to regularly monitor groundwater quality and proactively address future regulations to minimize potential impacts to groundwater supply reliability.

LiSWA's recycled water produced at the WWTRF meets all standards for unrestricted use under DDW Title 22. The City has installed in-line filters at select locations within the recycled water distribution system to protect irrigation system emitters from being clogged by small particulates. The City does not anticipate any water quality constraints in the recycled water system.

7.1.1.4 Climate

The NABRDCP discusses the impacts of changing climate conditions on the PCWA water supplies. Effects of these changes are expected to include increased average temperature, decreased snowpack, increased evapotranspiration, and rising sea level. As a result of climate change impacts, Folsom Reservoir may need to be relied upon more heavily to regulate flow in the American River and to contribute high-quality water to the Sacramento-San Joaquin Delta to satisfy Delta flow requirements and protect endangered fish species. Because PCWA takes its water supplies upstream of Folsom Reservoir, the NABRDCP (Table 3-2) projects that low storage in Folsom Reservoir will have only a moderate impact on PCWA and City supplies.

The draft Placer County DRP evaluates drought and water shortage vulnerability across the County.[1] The DRP identifies climate factors that may contribute to declining groundwater levels and reduced surface water availability. Additionally, the DRP highlights potential water quality risks in aquifers east and northeast of the City and identifies domestic wells in western Placer County, including areas around the City, as more susceptible to going dry during extended drought conditions.

[1] Stantec. February 2026. *Placer County Drought Resilience Plan (DRP) Public Draft.*

The City's recycled water supplies are not expected to be impacted by climate factors, and the City does not anticipate future disruption of these supplies as a result of climate factors.

7.1.2 Year Type Characterization

Water supply reliability is assessed based on the characteristics of the City's water supplies during various water year types which are provided in this section. CWC §10635(a) requires that the City's water service reliability be assessed based on the following three water year types:

1. **Normal Year** – A single year or averaged range of years in the historical sequence that most closely represents the average water supply available to the City.
2. **Single Dry Year** – The year that represents the lowest water supply available to the City.
3. **Five Consecutive Year Drought** – The period that represents the lowest average water supply availability to the City for a consecutive multiple year period (five years or more).

The City's base years remain consistent with the hydrologic conditions documented in PCWA's 2025 UWMP. The year 1977 represents the Single Dry Year for the City, and the period 1988 through 1992 represents the Five-Consecutive-Year Drought period. PCWA determines available supply in an average year using modeling of the long-term hydrologic record.

For purposes of this reliability assessment, each applicable supply source is assumed to be 100 percent reliable under the identified water year types. PCWA supply reliability was determined by consultation with PCWA staff and PCWA has historically been able to meet the City's full contractual entitlement during dry year conditions. However, should PCWA determine a water shortage or implement a given stage of PCWA's WSCP, the City would be required to implement its WSCP as necessary to achieve the required level of water conservation. Details of PCWA's available supply under various water types are documented in PCWA's 2025 UWMP. The City's groundwater and recycled water supplies are not dependent on hydrologic year type. As discussed in Chapter 6, to be conservative, NID water supply is not included as a projected water supply.

Because all supply sources share the same base years and are each projected to meet 100 percent of available supply during the identified water year types, a single consolidated DWR Table 7-1 Retail is provided below as Table 7-1.

Table 7-1. Basis of Water Year Data (DWR Table 7-1 Retail)

Year Type	Base Year If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	Available Supplies if Year Type Repeats[a,b] ☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP] Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year	See Notes		100%
Single-Dry Year	1977		100%
Consecutive Dry Years 1st Year	1988		100%
Consecutive Dry Years 2nd Year	1989		100%
Consecutive Dry Years 3rd Year	1990		100%
Consecutive Dry Years 4th Year	1991		100%
Consecutive Dry Years 5th Year	1992		100%

NOTES:
(a) PCWA uses modeling of the long-term hydrologic record to determine available supplies in an average year.
(b) This table reports the reliability of PCWA surface water supplies, City-operated groundwater supplies, and recycled water supplies. Each source is independently projected to meet 100 percent of available supply during the identified base years.

7.1.3 Potable Water Service Reliability

The City's potable water supplies consist of treated surface water purchased from PCWA and groundwater pumped through City owned wells.

Projected potable water supplies and projected potable water demands are compared under Normal Year, Single Dry Year, and Five Consecutive Year Drought conditions in five-year increments through 2050. Projected demands are presented in Chapter 4 and projected supplies are presented in Chapter 6.

7.1.3.1 Potable Water Service Reliability – Normal Year

In normal year conditions, the City anticipates full availability of its potable water supply portfolio. Projected potable water supplies from PCWA and City operated groundwater wells are based on projected potable water demands; therefore, available supplies are equal to projected demands.

Table 7-2 compares the projected normal year potable supply from Chapter 6 and projected potable demands from Chapter 4. No potable water supply shortage is anticipated during normal years through 2050.

Table 7-2. Normal Year Supply and Demand Comparison – Potable (DWR Table 7-2 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	13,381	16,598	19,824	22,053	25,419
Use totals (autofill from Submittal Table 4-2 R)	13,381	16,598	19,824	22,053	25,419
Surplus/(shortfall)	0	0	0	0	0

7.1.3.2 Potable Water Service Reliability – Single Dry Year

Table 7-3 compares projected Single Dry Year potable water supplies and demands. PCWA is projected to meet the City's full contractual entitlement and groundwater supplies are assumed to remain available during Single Dry Year conditions. No potable water supply shortage is anticipated through 2050. The City will implement water conservation measures, including activation of its WSCP, if required by the State or PCWA.

Table 7-3. Single Dry Year Supply and Demand Comparison – Potable (DWR Table 7-3 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	13,381	16,598	19,824	22,053	25,419
Use totals	13,381	16,598	19,824	22,053	25,419
Surplus/(shortfall)	0	0	0	0	0

7.1.3.3 Potable Water Service Reliability – Five Consecutive Dry Years

Table 7-4 compares projected potable water supplies and demands under Five Consecutive Year Drought conditions. Surface water and groundwater supplies are projected to remain available, and no potable water supply shortage is anticipated through 2050. The City will implement conservation measures and its WSCP if required during drought conditions.

Table 7-4. Multiple Dry Years Supply and Demand Comparison – Potable (DWR Table 7-4 Retail)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	13,381	16,598	19,824	22,053	25,419
	Use totals	13,381	16,598	19,824	22,053	25,419
	Surplus/(shortfall)[(a)]	0	0	0	0	0
Second year	Supply totals	14,024	17,243	20,270	22,726	25,419
	Use totals	14,024	17,243	20,270	22,726	25,419
	Surplus/(shortfall)[(a)]	0	0	0	0	0
Third year	Supply totals	14,668	17,888	20,716	23,399	25,419
	Use totals	14,668	17,888	20,716	23,399	25,419
	Surplus/(shortfall)[(a)]	0	0	0	0	0
Fourth year	Supply totals	15,311	18,534	21,161	24,073	25,419
	Use totals	15,311	18,534	21,161	24,073	25,419
	Surplus/(shortfall)[(a)]	0	0	0	0	0
Fifth year	Supply totals	15,955	19,179	21,607	24,746	25,419
	Use totals	15,955	19,179	21,607	24,746	25,419
	Surplus/(shortfall)[(a)]	0	0	0	0	0

NOTES:
(a) No WSCP actions are planned for these years, as no supply shortfalls are projected.

7.1.4 Non-Potable Water Service Reliability

The City's non-potable water supply evaluated in this UWMP consists of recycled water produced at the LiSWA WWTRF.

Projected recycled water supplies and demands are compared under Normal Year, Single Dry Year, and Five-Consecutive-Year Drought conditions in five-year increments through 2050. Projected recycled water supplies are presented in Chapter 6, and projected recycled water demands are presented in Chapter 4.

Recycled water production is based on treated wastewater flows and available treatment capacity. Because recycled water supply is not dependent on hydrologic year type, it is assumed to remain available under all evaluated conditions. No recycled water supply shortage is anticipated through 2050.

7.1.4.1 Non-Potable Water Service Reliability – Normal Year

Table 7-5 compares the projected Normal Year recycled water supply and projected recycled water demands are presented in Chapter 4. No recycled water supply shortage is anticipated during Normal Year conditions through 2050.

Table 7-5. Normal Year Supply and Demand Comparison – Non-Potable (DWR Table 7-2 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals (autofill from Submittal Table 6-9 R)	3,146	3,252	3,292	3,622	3,892
Use totals (autofill from Submittal Table 4-2 R)	3,146	3,252	3,292	3,622	3,892
Surplus/(shortfall)	0	0	0	0	0

7.1.4.2 Non-Potable Water Service Reliability – Single Dry Year

Table 7-6 compares projected Single Dry Year recycled water supply and projected recycled water demand. Recycled water production is based on treated wastewater flows and is not directly impacted by hydrologic year type. No recycled water supply shortage is anticipated during Single Dry Year conditions through 2050.

Table 7-6. Single Dry Year Supply and Demand Comparison – Non-Potable (DWR Table 7-3 Retail)

	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
Supply totals	3,146	3,252	3,292	3,622	3,892
Use totals	3,146	3,252	3,292	3,622	3,892
Surplus/(shortfall)	0	0	0	0	0

7.1.4.3 Non-Potable Water Service Reliability – Five Consecutive Dry Years

Table 7-7 compares projected recycled water supply and projected recycled water demand during Five-Consecutive-Year Drought conditions. Although potable water conservation may reduce wastewater inflows slightly during drought conditions, the City's projected recycled water production capacity remains sufficient to meet projected recycled water demand. No recycled water shortage is anticipated during the Five Consecutive Year Drought period through 2050.

Table 7-7. Multiple Dry Years Supply and Demand Comparison – Non-Potable (DWR Table 7-4 Retail)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
Second year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
Third year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
Fourth year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
Fifth year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0

7.2 DESCRIPTION OF MANAGEMENT TOOLS AND OPTIONS

The City uses a variety of management tools to maintain the reliability of its water supplies.

Table 6-14 (DWR Table 6-7 Retail) identifies expected future water supply projects that the City anticipates implementing. As described in Chapter 6, the City plans to construct additional ASR groundwater production wells to support peak demands and system resiliency. Recycled water will continue to be utilized where available to offset potable water demands.

In 2023, the City approved a funding agreement with PCWA for participation in the Ophir Water Treatment Plant, which will provide additional treated water capacity beginning in 2030. This project supports long-term supply planning and regional reliability.

As discussed in Chapter 6, the City's water supply projections conservatively assume the City does not receive NID supply after 2025 because the Temporary Agreement does not specify the amount of NID supply the City is entitled to and negotiations to amend the agreement are ongoing. Pending the results of these negotiations, NID may continue to provide water supply to the City within its service area. Continuing to receive supply from NID in the future would further diversify the City's water supply portfolio and increase supply reliability.

The City participates in regional water management through the WPGSA and the Regional Water Authority RWA. The WPGSA is implementing the NASb GSP under the Sustainable Groundwater Management Act to ensure sustainable groundwater management. RWA coordinates regional water supply planning, conjunctive use efforts, and water conservation programs that support long-term reliability.

In addition to regional programs, the City implements local demand management measures and a WSCP, as described in Chapters 8 and 9.

7.3 DROUGHT RISK ASSESSMENT

California Water Code §10635(b) requires the City to prepare a DRA based on the supply condition associated with the five driest consecutive years on record. For this UWMP, that supply condition is assumed to occur over the next five years, from 2026 through 2030.

For the purposes of this DRA, recycled water supplies are assumed to be sufficient to meet recycled water demands and therefore are excluded from the DRA. The DRA will only be performed for the City's potable water supplies. This section describes the data and methodology used to evaluate the assumed drought condition and compares projected potable water supplies and demands for the 2026-2030 period. The DRA includes surface water purchased from PCWA and groundwater produced from City operated wells.

The DRA allows the City to evaluate potential drought impacts and prepare for implementation of its WSCP, if necessary. Findings show that, should the region experience a Five Consecutive Year Drought beginning in 2026, adequate water supplies are projected to be available to meet projected City demands.

7.3.1 Data, Methods, and Basis for Water Shortage Condition

The DRA assumes hydrologic conditions consistent with the Five Consecutive Year Drought period identified in Section 7.1.2.

Projected potable water demands for 2026 through 2029 were linearly interpolated between actual 2025 total water demand and projected 2030 total water demand, as presented in Table 4-4 in Chapter 4. These projections represent unconstrained demand conditions, consistent with DWR guidance.

As documented in PCWA's 2025 UWMP, surface water supplies from PCWA can meet the City's full surface water supply entitlement during a Five Consecutive Year Drought condition. Groundwater supply volumes are projected consistent with the City's conjunctive use strategy, which assumes approximately 10 percent of total demand is met by City operated wells and 90 percent by PCWA surface water supplies. Table 7-8 summarizes the projected potable water supplies available during the DRA period and are equal to the City's normal year demands for the evaluated period.

Table 7-8. Projected Potable Water Supplies for Drought Risk Assessment, AF[(a,b)]

Supply Source	2026	2027	2028	2029	2030
PCWA Supply	10,233	10,686	11,138	11,591	12,043
Groundwater	1,137	1,187	1,238	1,288	1,338
Total	**11,370**	**11,873**	**12,376**	**12,879**	**13,381**

(a) Assumes 90 percent of total use is supplied by PCWA and 10 percent is supplied by City-operated wells.
(b) Projected supplies are equal to the City's normal dry year demands for the Drought Risk Assessment shown in Table 4-4 in Chapter 4.

7.3.2 DRA Water Source Reliability

As discussed in Section 7.1.3, PCWA surface water and City operated groundwater supplies are projected to remain available under the assumed Five Consecutive Year Drought condition. Accordingly, projected potable water supplies for the 2026-2030 DRA period reflects the availability of these two supply sources.

7.3.3 Total Water Supply and Use Comparison

Table 7-9 compares projected potable water supplies and projected potable water demands during the 2026–2030 DRA period. The analysis demonstrates that adequate potable water supplies are projected to be available to meet projected potable demands throughout the DRA period. The City may implement water conservation measures, including activation of its WSCP, if required during drought conditions.

Table 7-9. Five-Year Drought Risk Assessment (DWR Table 7-5 Retail)

2026	Total
Total Water Use (AF)	11,370
Total Supplies (AF)	11,370
Surplus/Shortfall w/o WSCP Action[(a)]	0
2027	**Total**
Total Water Use (AF)	11,873
Total Supplies (AF)	11,873
Surplus/Shortfall w/o WSCP Action[(a)]	0
2028	**Total**
Total Water Use (AF)	12,376
Total Supplies (AF)	12,376
Surplus/Shortfall w/o WSCP Action[(a)]	0
2029	**Total**
Total Water Use (AF)	12,879
Total Supplies (AF)	12,879
Surplus/Shortfall w/o WSCP Action[(a)]	0
2030	**Total**
Total Water Use (AF)	13,381
Total Supplies (AF)	13,381
Surplus/Shortfall w/o WSCP Action[(a)]	0

NOTES:
(a) No WSCP actions are planned for these years, as no supply shortfalls are projected.

CHAPTER 8
Water Shortage Contingency Plan

This chapter discusses the City's WSCP, seismic risk to City facilities, and WSCP adoption procedures. To allow for WSCP updates to be made outside of the UWMP preparation process, the City's WSCP is included in this plan as Appendix F.

8.1 BACKGROUND

Water shortages occur whenever the available water supply cannot meet the normally expected customer water use. These shortages can be due to several reasons, including climate change, drought, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A WSCP presents how an urban water supplier plans to respond to a water shortage condition and helps prevent catastrophic service disruptions.

In 2018, the California State Legislature enacted two policy bills, (SB 606 (Hertzberg) and AB 1668 (Friedman) (2018 Water Conservation Legislation), to establish a new foundation for long-term improvements in water conservation and drought planning to adapt to climate change and the resulting longer and more intense droughts in California. The 2018 Water Conservation Legislation set new requirements for water shortage contingency planning; the City's WSCP has been prepared to be consistent with these requirements. The City is updating its WSCP with the preparation of the 2025 UWMP to improve usability, ensure consistency with State requirements, and provide a flexible, operational framework that City staff can apply during normal-year conditions, foreseeable water shortages, and emergency events.

8.2 CITY WATER SHORTAGE CONTINGENCY PLAN

The WSCP describes the City's strategic plan in preparation for and responses to water shortages. The WSCP includes water shortage levels and associated actions that will be implemented in the event of a water supply shortage. As part of the WSCP, the City's legal authorities, communication protocols, compliance and enforcement, and monitoring and reporting are included. The Lincoln Municipal Code (LMC) Chapter 13.04 Article VI Conservation and LMC Chapter 13.04 Article IX Water Conservation Penalties support the City's WSCP actions.

The City intends for its WSCP to be an adaptive management plan so that it may assess response action effectiveness and adapt to foreseeable and unforeseeable events. It may also be updated to conform to State legislative and regulatory requirements. The City's WSCP is included as Appendix F so that it may be updated outside of the UWMP preparation process.

When an update to the WSCP is proposed, the revised WSCP will undergo the process described in Section 8.4 for adoption by the City Council and distribution to Placer County, City customers, and the general public.

8.3 WATER SUPPLY RELIABILITY ANALYSIS

This section provides the water supply planning analysis and reliability findings from this UWMP. The discussion below includes a summary of the City's existing and projected water use (from Chapter 4 of the City's UWMP), existing and planned water supplies by source (from Chapter 6), and the water supply reliability assessment and the Drought Risk Assessment (from Chapter 7).

Findings show that the City has sufficient water supplies to meet projected average annual demands through 2050 during all evaluated hydrologic year types (normal, single dry, and multiple dry years). These projections consider the effects of a growing population and new development within the City. In response to any supply shortfalls that may occur, the City may declare a water shortage condition (as described in the WSCP, Appendix F). However, based on the 2025 WMPU, after 2035 the City's projected supplies may be inadequate to meet maximum day demand conditions. The City is actively exploring options to increase its supply reliability for maximum day demand conditions while also continuing to encourage demand conservation.

Statewide water supply conditions, changes in groundwater levels, and actions by the City's wholesale surface water suppliers may impact the City's available water supply. For the City, a water shortage condition occurs when the supply of potable water available cannot meet ordinary water demands for human consumption, sanitation, fire protection, and other beneficial uses. The City may be able to foresee its water shortage condition in some cases; however, in other cases, the water shortage may be caused by an unforeseen sudden or emergency event. In general, the City's water supply conditions may be affected by the following issues:

- PCWA supply availability and/or transmission or treatment issues
- NID supply availability and/or transmission issues
- City groundwater well production reduction and/or water quality issues

Approximately three months prior to July 1st, the City determines the expected purchased water and surface water supplies availability. In other cases, the City may experience unforeseen water shortage when catastrophic interruption of water supplies occurs due to regional power outage, an earthquake, or other potential emergency events.

In future years, the City will continue to conduct annual water supply and demand assessment in accordance with Section 2 of the WSCP. The analysis associated with this WSCP was developed in the context of the City's water supply sources and reliability.

Seismic events present potential water supply interruptions due to infrastructure failure. Because earthquakes are common, well tracked and recognized as high probability occurrences in California, UWMPs are required to include a seismic risk assessment and mitigation plan. The City's plan is described in the section below.

8.3.1 Seismic Risk Assessment and Mitigation Plan

CWC §10632.5(a) requires that the UWMP includes a seismic risk assessment and mitigation plan to assess the City's water system vulnerabilities and mitigate those vulnerabilities. A Local Hazard Mitigation Plan (LHMP) may be incorporated in this UWMP to address this requirement if it addresses seismic risk. The City participated in the Placer County 2021 Local Hazard Mitigation Plan Update (2021 LHMP), earthquake hazards remain included in the comprehensive risk assessment, and in the countywide hazard identification table the earthquake hazard is characterized as having a medium risk level based on its likelihood and potential severity. This reflects a similar overall risk characterization in the 2016 LHMP, although the 2021 LHMP does not provide a standalone jurisdiction-specific seismic risk rating for the City in the publicly available summary documents. There are no historical records of major earthquakes within the City. The most severe ground shaking caused by an earthquake on record resulted in only minor structural damage within the City. The 2021 LHMP includes mitigation actions for Placer County and the

City, some of which address seismic risk. The 2021 LHMP was submitted to the Federal Emergency Management Agency (FEMA), which found it in conformance with Title 44 Code of Federal Regulations Part 201.6 Local Mitigation Plans. The 2021 LHMP can be accessed at the following link: 2021 LHMP and is incorporated in this UWMP by reference.

In accordance with America's Water Infrastructure Act (AWIA), the City updated their Risk and Resilience Assessment (RRA) of its water system in 2025. The RRA systematically evaluated the City's assets, threats, and risks, and evaluated countermeasures that might be implemented to minimize overall risk to the system. Vulnerability to natural hazards, including earthquakes, was assessed based on the City's level of preparation/resilience, active response capability, and ability to recover. To protect the security of the City's water system, the RRA is retained by the City as a confidential document.

8.4 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The City's WSCP (Appendix F) is adopted concurrently with the City's 2025 UWMP, by separate resolution. Prior to adoption, a duly noticed public hearing was conducted. An electronic copy of the WSCP will be submitted to DWR within 30 days of adoption.

No later than 30 days after submittal to DWR, an electronic copy of the WSCP will be available for public review and download on the City's website. An electronic copy will also be provided to DWR and the State Library within 30 days of adoption.

The City's WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that the City's shortage response actions and mitigation strategies are effective and produce the desired results. When a revised WSCP is proposed, the revised WSCP will undergo the process described in this section for adoption by City Council and distribution to Placer County, City customers, and the general public.

CHAPTER 9
Demand Management Measures

The City implements demand management measures (DMMs) to sustainably manage its water resources. If water demands are not managed, water service reliability may be reduced due to increases in water demand, and/or changes in water supplies associated with climate change and other factors. The implementation of DMMs can help improve water service reliability and help meet City and State water conservation goals. This chapter describes the City's historical and existing Water Conservation Program, status of implementation of DMMs, and projected future conservation implementation.

9.1 DEMAND MANAGEMENT MEASURES FOR RETAIL SUPPLIERS

Since the 2020 UWMP reporting cycle, the City has continued to implement DMMs within its service area as part of its standard practice. The following DMMs are discussed in this section:

- Water waste prevention ordinances
- Metering
- Conservation pricing
- Public education and outreach
- Programs to assess and manage distribution system real loss
- Water conservation program coordination and staffing support

Any other DMMs implemented by the City that have had significant impact on water use are also described.

Section 9.1.7 also presents the non-utility based DMMs that the City had actively implemented to aid in the reduction of total system water demands. For each DMM, implementation over the past five years is described and planned implementation over the next five years is discussed.

9.1.1 Water Waste Prevention Ordinances

The City discourages wasteful water use and promotes the use of water saving devices with the primary purpose of ensuring that the City's water resources are used reasonably and for beneficial uses to maximize water supply reliability for all customers in both normal and dry years. The City has the authority through the Municipal Code to establish water waste prevention regulations to help reduce water waste.

The City's Municipal Code (Title 13, Public Services, Chapter 13.04 Water, Articles VI, VIII, and IX) defines water waste, prohibited uses of water, and associated enforcement provisions. A summary of the water use restrictions is provided:

- Wasteful or unreasonable use of potable water, including use that results in runoff or does not serve a beneficial purpose;
- Unauthorized use of water from City facilities, including fire hydrants, except as permitted by the City;
- Failure to repair leaks, breaks, or malfunctions in a customer's plumbing or irrigation system within a reasonable period after notification or discovery; and
- Other inefficient or non-essential uses of water subject to determination and enforcement by the City.

The City distinguishes special water features, such as decorative fountains and ponds, differently from pools and spas. Special water features are regulated separately under the City's Municipal Code. The Municipal Code includes provisions that restrict the use of potable water in decorative water features unless the water is recirculated. These requirements are intended to reduce nonessential water use while allowing the continued operation of decorative features that are designed to minimize water loss.

These restrictions are administered and enforced by the City in accordance with the Municipal Code. Enforcement actions may include customer notifications and other corrective measures, and enforcement activities may be enhanced during periods of water shortage consistent with the City's WSCP, included as Appendix F.

The City also encourages the public to report instances of water misuse, which allows staff to investigate potential violations and provide follow-up as appropriate. In addition, the City has enhanced monitoring capabilities with the implementation of Advanced Metering Infrastructure (AMI) which supports identification of potential leaks and unusual water use patterns.

Implementation of this DMM is ongoing. Although water savings from water waste prevention ordinances cannot be directly quantified, this measure is expected to support the City's water use objectives by minimizing nonessential water uses and prioritizing water availability for essential needs such as human consumption, sanitation, and fire protection.

9.1.2 Metering

All City potable water customers are metered and billed in compliance with State metering requirements for urban water systems (California Water Code § 527). Water service charges include a monthly fixed charge and a capital improvement program component, both based on meter size, and a volumetric charge based on water use. Universal metering allows the City to track water use, support accurate billing, and evaluate water demand trends across the service area.

Over the past five years, the City worked towards implementation of AMI with systemwide implementation completed in 2025. AMI data are used to support system monitoring, demand analysis, and planning efforts, and were most recently used in the development of the 2025 WMPU. Starting in 2026, the City plans to implement in stages the ability for the AMI to allow residents to view real-time and historical water use data using an online portal. It also provides leak alerts for City staff, allowing for faster response time, especially in irrigated areas that may not be frequented often. This helps prevent the flooding of recreational fields and associated significant water losses.

Implementation of this DMM is ongoing. The City will continue to install meters with AMI on new service connections. Metering supports efficient water use by providing accurate water use information to both customers and the City, allowing customers to better understand their water consumption patterns and enabling the City to monitor system demands and identify potential inefficiencies over time.

9.1.3 Conservation Pricing

As discussed in Section 9.1.2, the City's potable water customers are billed for water supply and service in accordance with the City's Municipal Code. The water bill consists of a monthly fixed service charge and capital improvement program component, both based on meter size, and a volumetric charge based on the amount of water used by each customer. The City's current water rate structure is codified in Municipal Code § 13.04.200 (Appendix G).

The City's rate structure includes a volumetric pricing component that recovers a portion of water system costs based on customer water use. Volumetric pricing provides a financial signal that encourages customers to manage water use efficiently while ensuring that water system costs are recovered in a manner consistent with applicable legal and regulatory requirements. City Council periodically reviews and approves water rates to ensure that revenues are sufficient to cover the costs of providing water service, including operations and maintenance, capital improvements, debt service, and reserve funding.

The City also retains the authority to implement drought-related pricing measures, as appropriate, to address revenue impacts associated with extended periods of reduced water demand during water shortage conditions, consistent with the City's WSCP.

Implementation of conservation-oriented pricing is ongoing. This demand management measure supports the City's water use objectives by encouraging efficient water use and ensuring that sufficient funding is available to maintain, repair, and replace water system infrastructure and to support water conservation programs. The City will continue to evaluate its rate structure as part of future rate studies updated every five years to ensure rates remain aligned with the cost of service.

9.1.4 Public Education and Outreach

To fulfill the public education and outreach requirements of CWC §10631(1)(B) part (iv), the City participates in both local and regional public education and outreach activities to promote water conservation and support efficient water use, each described in the following sections.

At the local level, the City provides water conservation information directly to customers through a variety of outreach methods. These efforts are intended to raise awareness of water use efficiency practices, communicate conservation messaging, and encourage participation in available programs and services.

At the regional level, the City participates in a public education and outreach program through the RWA. RWA was formed in 2001 as a joint powers authority to serve and represent the interests of over 22 water suppliers and associated agencies in the greater Sacramento, Placer, El Dorado, Sutter, Nevada and Yolo County Region. RWA's mission is to serve, represent and align the interests of regional water suppliers and stakeholders for the purposes of improving water supply reliability, availability, quality and affordability. In collaboration with 17 water supplier members and other wastewater, stormwater and energy partners, RWA formed the Water Efficiency Program (WEP) in 2001 to bring cost effectiveness through economies of scale to public education and outreach activities.

The WEP operates on an average annual budget of $610,000 funded by participating local water suppliers and is supplemented by grant funding. Grants are an important funding resource for the Program. Since 2003, the Program has been awarded $19.9 million in grant funding for public outreach and education as well as a variety of rebate programs, fixture direct install programs, system water loss, individualized customer usage reports, large landscape budgets and more. Of those funds, $6.7 million was awarded between 2021 and 2025.

The WEP develops and distributes regional public outreach messaging in collaboration with its member water suppliers. Campaigns are implemented at a regional scale through coordinated media and advertising buys, while allowing individual agencies flexibility to tailor materials to their local supply conditions and calls to action. WEP has received national and regional recognition for its efforts, including the U.S. Environmental Protection Agency WaterSense Partner of the Year award in 2021 and three Public Relations Society of America, California Capital Chapter awards in 2023 and 2024 for public outreach and

school education programs. From 2021-2025, the WEP created a series of public outreach campaigns. Below is a summary of each campaign and highlighted achievements.

From 2021 through 2022, WEP adapted quickly to changing drought conditions. Early 2021 messaging focused on household leaks and the Check and Save campaign to reduce landscape overwatering. As drought conditions intensified, outreach shifted to Stress Your Lawn, Save Your Trees, encouraging reduced lawn irrigation while protecting long-term tree health, in support of the Governor's voluntary 15 percent conservation request. WEP also partnered with the Sacramento Tree Foundation to provide co-branded educational materials and videos promoting tree care and canopy preservation.

As drought conditions eased in 2023, WEP launched a multi-year effort to sustain conservation engagement during non-drought periods. The Summer Strong campaign promotes water-wise outdoor practices such as efficient tree watering, soil moisture checks, weather-based irrigation controllers, and use of low-water and native plants. The Suds Would Be Duds Without H2O campaign partners with local craft breweries to highlight the importance of water to beer production and encourage efficiency, including promotional materials and commercial rebate incentives for water-saving equipment upgrades. Both campaigns continued through 2025, expanded regional partnerships, and were promoted through paid advertising and public service announcements in English and Spanish across radio and digital platforms.

9.1.4.1 Public Information Programs

The City implements ongoing public information programs to promote participation in its water conservation efforts. At the local level, the City operates a booth at several community events, such as the annual National Night Out, where staff hand out information pamphlets, shower timers, low-flow shower heads, low-flow sprayers for garden hoses, water buckets, moisture meters, leak detector kits, and water conservation and education kits for children. The City has also implemented rebate programs for smart irrigation controllers, high-efficiency washers and toilets, which has been advertised to the public through its outreach efforts. Other outreach methods used by the City include indoor and landscape water efficiency surveys for residential and Commercial, Industrial, and Institutional (CII) customers to improve conservation measures, leak and pressure checks, and customer access to water use data. These efforts are intended to improve customer awareness of efficient water use practices and available conservation programs.

Through its participation in the RWA WEP, the City contributes to and benefits from regionally coordinated outreach campaigns. The WEP develops and distributes water conservation messaging across the region through a combination of paid advertising, public service announcements, social media, digital platforms, and public events. Campaign themes have historically focused on outdoor water use efficiency, irrigation practices, and long-term water conservation behaviors. Table 9-1 summarizes the WEP advertising activities from 2021 through 2025.

Table 9-1. Summary of Water Efficiency Program Advertising, 2021 - 2025		
Outreach Activity	Impressions (millions)	Other Statistics
Broadcast Media Advertising (Television and Radio)	43.2	9,199 advertisements
Digital Media Advertising (Streaming Video and Digital)	33.0	3.5 million advertisements
Billboards	62.8	2.0 million placements
Public Service Announcements	24.3	Equivalent value of $683,400

The WEP also utilizes a public outreach website (BeWaterSmart.Info) and the "Be Water Smart" brand to provide information on rebates and services, water-saving tips, irrigation scheduling tools, and educational resources to customers throughout the region. In addition, the WEP distributes electronic newsletters and participates in regional public events to engage customers and reinforce conservation messaging.

Every year the WEP selects two public events at which local water efficiency staff will communicate the WEP messaging to the public in-person. At these events, the Be Water Smart team provided water-wise tips, encouraged visitors to sign the pledge banner, collected e-mails for those who wish to sign up for the e-newsletter list, as well as identified a customer's water supplier and connected them with rebates and services. Additionally, WEP, in coordination with participating local water providers, hosts an annual Mulch Mayhem event in which customers can pick up a truck load of free mulch from selected locations throughout the region. Combined, these in-person events are attended by thousands of people each year throughout the region.

Public information programs are reviewed and updated periodically to reflect current water conditions, conservation priorities, and available resources. Implementation of these programs is ongoing and supports the City's water use objectives by increasing public awareness of water conservation and encouraging efficient water use.

9.1.4.2 School Education Programs

Historically, the City participated in regional school-based water education efforts through the WEP. These programs were designed to increase awareness of water conservation and water-related issues among students and to complement broader public education initiatives.

As part of the regional education efforts, the WEP administered educational campaigns and student engagement activities to promote water conservation and encourage students to share efficiency messages within their communities.

Since 2012, WEP hosted the Water Spots Video Contest for middle and high school students; however, the program was discontinued in late 2023 and replaced with a new initiative, *Drip Drop, Hip Hop*, developed in partnership with the NorCal School of the Arts. This program brings together the worlds of art and sustainability to empower children, families, and communities in the Sacramento region.

Funded by a $300,000 grant from the Capital Region Creative Corps and California Arts Council, *Drip Drop, Hip Hop* educates students and families about water efficiency through a two-person play and arts-integrated lesson plan. The program is free of charge for primarily Title I schools and community venues

in Sacramento, Placer, and El Dorado counties plus the City of West Sacramento. The children receive a shower timer with water-efficiency tips with each classroom visit. Teacher feedback indicates increased water conservation knowledge and that students shared the information with their families.

The City now has the capability of administering a local school education program with the addition of a Water Efficiency Specialist Position. Additionally, the City continues to support regional education efforts through participation in RWA and the WEP, which provide ongoing opportunities for student and school engagement related to water conservation.

9.1.5 Programs to Assess and Manage Distribution System Real Loss

To manage distribution system water losses, the City conducts annual water loss audits, repairs system leaks when identified, and replaces aging infrastructure as part of its routine water system operations.

As discussed previously in Section 4.3, beginning in 2016, water suppliers are required to report distribution system water losses based on the AWWA Water Audit Software. Since the initial audit, the City has focused on improving the accuracy of water production and customer metering data and has taken measurable steps to validate the water audit inputs. The City completes annual water loss audits in accordance with State requirements. These audits account for water produced and water delivered to customers and identify both real losses, such as leaks, and apparent losses, such as meter inaccuracies.

Distribution system real loss is further managed through ongoing monitoring, maintenance, and repair activities. These activities include responding to water main breaks, service line leaks, and valve or hydrant leaks, as well as tracking leak locations and repair history through the City's work order management system. The City also performs meter testing, calibration, and replacement activities to support accurate water loss evaluation.

If annual water loss audit results indicate elevated levels of water loss, the City may conduct additional evaluation or targeted leak detection to identify contributing factors and determine appropriate corrective actions.

In addition, the City conducts proactive leak detection activities as part of its water loss management program. Leak detection surveys are performed annually for approximately 20 to 25 percent of the distribution system on a rotating basis, with the goal of assessing the entire system over time. Initial efforts focused on older infrastructure; however, the program has expanded to include newer system areas less than 20 years old to support a comprehensive and accurate assessment of distribution system conditions.

Implementation of this DMM is ongoing and supports the City's water use objectives by improving system efficiency, minimizing avoidable water losses, and maintaining compliance with CCR Title 23 §638.5. The City has made measurable progress in reducing water loss over the past five to ten years and has consistently met the State Water Board Water Loss Standard since its implementation in 2022. The City will continue to evaluate distribution system losses annually using the AWWA Water Audit Software and report results to DWR.

9.1.6 Water Conservation Program Coordination and Staffing Support

To ensure that water conservation efforts are coordinated effectively, the City has established dedicated staff positions responsible for implementation and oversight of water conservation activities within the Public Works Department. In 2024, the City created and filled Water Efficiency Specialist I and II positions, which oversee and implement the City's water conservation programs. Additional operations staff support water conservation activities as needed, depending on program demands. City staff are responsible for developing, implementing, and monitoring the DMMs described in this chapter, in coordination with other departments as needed. During periods of drought or water shortage, the City may assign additional staff resources to support conservation implementation and enforcement activities.

Implementation of this DMM is ongoing and supports the City's water use objectives by ensuring that water conservation activities remain an integral part of water system management.

9.1.7 Other Demand Management Measures

In addition to the DMMs described in Sections 9.1.1 through 9.1.6, the City also participates in local and regional rebate programs that support water use efficiency.

At the local level, the City has implemented rebate programs for high-efficiency clothes washers, toilets and smart irrigation controllers to encourage the replacement of older, less efficient fixtures. At the regional level, the City participates in rebate programs coordinated through the WEP. A variety of rebate options were provided, including rebates for toilets, clothes washers, and irrigation systems, and are summarized in Table 9-2. These regional programs, which are partially funded by State and federal grants, have included rebates for toilets, clothes washers, and irrigation-related equipment.

These rebate programs complement the City's primary DMMs by promoting the adoption of water-efficient devices and practices to support long-term reductions in water demand.

Table 9-2. Regional Rebates and Installations from 2021-2025

Rebate/Installation Type	2021	2022	2023	2024	2025	Lifetime Water Savings 2021-2025 (MG)	Lifetime Energy Savings 2021-2025 (kWh)[a]
High Efficiency Clothes Washer Rebates	359	265	307	321	298	75	79,309
High Efficiency Toilet Rebates	767	1,275	602	423	326	138	145,990
Smart Irrigation Controller Rebates	686	1,049	3,051	556	464	1,190	1,264,024
Irrigation Efficiencies Rebates[b]	5,941	7,153	13,327	11,160	10,321	5,269	5,595,912
Turf Replacement Rebates (square feet)	153,880	239,645	135,607	300,152	266,840	406	430,711
Toilet Direct Installation	NA	NA	584	2,183	1,688	142	150,671
Showerhead Direct Installation	NA	NA	562	1,766	1,532	197	209,475
Faucet Aerators Direct Installation	NA	NA	884	3,215	2,343	21	21,850
Urinal Direct Installation	NA	NA	-	19	40	1	1,348
Total Water Savings (MG)	-	-	-	-	-	**7,438**	-
Total Energy Savings (kWh)[b]	-	-	-	-	-	-	**7,899,291**

Source: Regional Demand Management Measures (DMM) RWA Regional Water Efficiency Program (WEP) Activities covered from 2021-2025.

(a) Regional average of 1,062 kWh per MG.

(b) Includes pressure regulator equipment, pipe and pipe fittings, drip or low volume equipment, and sprinkler heads or nozzles.

kWh = kilowatt hour

MG = million gallons

NA = no funding available

Lifetime = 10 years

9.2 CONTINUED IMPLEMENTATION OF DMMS

Water conservation measures are a vital part of the City's overall plan to provide a reliable, high-quality, and cost-effective water supply to its customers. The City plans to continue implementation of its DMMs into the future. The City plans to comply with the Making Conservation a California Way of Life Regulation to meet its Urban Water Use Objectives (UWUOs), and to submit annual water loss audits in compliance with SB 555 water loss performance standards as part of its Water Loss Control Program.

The City has successfully implemented several water conservation measures to educate its water customers and encourage the efficient use of available water supplies. The City plans to continue implementing the DMMs described in this chapter to help achieve its water use targets and researching emerging technologies and conservation strategies that may bolster its existing DMMs.

The City continually monitors and assesses the success of its water conservation programs to determine if additional measures are needed to meet its own water conservation goals and regulatory water use objectives.

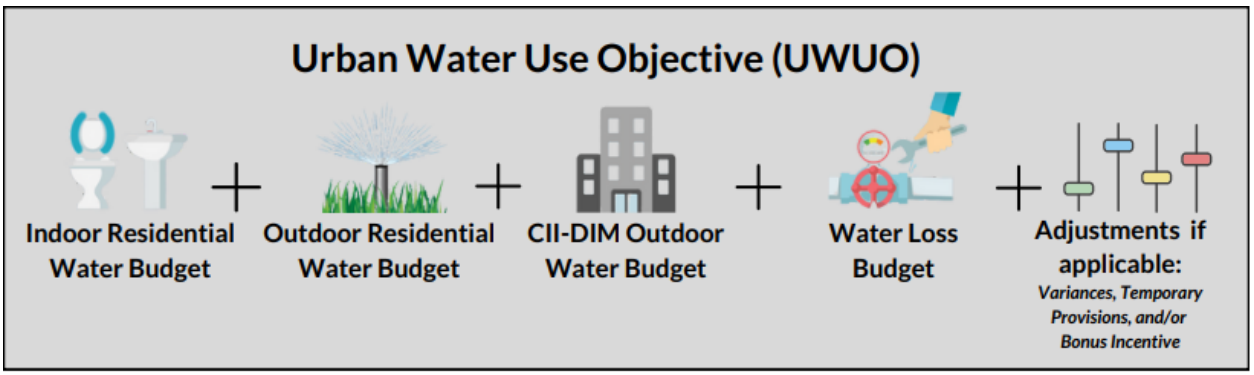
9.2.1 Meeting Urban Water Use Objectives

On July 3, 2024, the State Water Board adopted the Making Conservation a California Way of Life Regulation. This Legislation established a new framework for improvements in long-term urban water use efficiency. This Legislation builds on the statewide 2020 water conservation targets set under SB X7-7 (CWC §10609.2(d)). Under the Legislation, the State Water Board, in coordination with DWR, was required to adopt urban water use efficiency standards, variances, and performance measures by June 30, 2022.

As part of this regulation, Urban Water Suppliers will be held to annual UWUOs. The City is required to calculate its UWUO annually, which is a sum of water efficiency budgets for the following uses:

- Residential indoor water use
- Residential outdoor water use
- Real water loss
- CII landscapes with dedicated irrigation meters (DIMs)

The City's UWUO is calculated using statewide efficiency standards, and considers the City's water service area population, climate, and landscape area. Efficiency standards for the different components will progressively decrease from 2025 to 2040. Variances and adjustments may be allowed for special cases such as seasonal population fluctuation, special landscape areas (sports fields and recreational areas), potable recycled water use, and agricultural uses. Figure 9-1 summarizes the components that make up the UWUO.



Source: California Water Efficiency Partnership. May 2024. Making Conservation a California Way of Life Standards Framework Cut Sheet

Figure 9-1. Urban Water Use Objective Components

In addition to calculating and complying with the UWUO, beginning in 2027, the City will need to classify its CII properties, and begin deploying best management practices (BMPs) for indoor and outdoor CII water use. These CII performance measures are intended to enable water-usage benchmarking per CII classification category, as well as establish BMPs for indoor and outdoor CII water use.

To support implementation of California's "Making Conservation a California Way of Life" framework, particularly the indoor residential component of the UWUO, the City participated in the DWR indoor residential water use study pilot program. This program is intended to improve understanding of indoor residential water use through disaggregated end-use data to inform statewide analyses associated with indoor water use standards. The City was selected as one of a limited number of California water providers to participate, and the program launched in September 2024. Participation in the program was strong, with approximately 100 City customers enrolling, and within a few months of program initiation all available monitoring devices were fully distributed. The results of this study support the City's ongoing UWUO compliance efforts by improving understanding of indoor water use patterns and informing future targeted efficiency and conservation actions.

9.2.2 Annual Water Use Reporting

Starting in 2024, the City is required to calculate its UWUO, compare its actual water use to its UWUO, and provide an Annual Water Use Report to the State by January 1 of each year. Reporting is based on fiscal year data. The City's UWUO will become increasingly stringent from 2025 to 2040. Each year the City will need to recalculate its UWUO and meet the applicable UWUO for the year. If the City anticipates that it would not be able to meet this regulation, the City will need to develop a plan and intensify or implement demand management actions to maintain compliance with the regulation.

The City submitted its Fiscal Year 2024/2025 Annual Water Use Report to the State on December 30, 2025. Based on the most recent reporting cycle, the City has not met its calculated objective for Fiscal Year 2024/2025. To work towards meeting compliance with its UWUO, the City will continue to monitor its potable water distribution system efficiency and implement the DMMs described above. The City will continue to prepare its Annual Water Use Report each year to assess its progress towards achieving its UWUO.

Reporting and compliance to UWUO falls under the authority of the SWRCB and tracked separately from the UWMP. Thus, UWUO compliance projections are not included in this UWMP.

CHAPTER 10
Plan Adoptions, Submittal, and Implementation

This chapter provides information regarding the notification, public hearing, adoption, and submittal of the City's 2025 UWMP and WSCP. It also includes discussion on plan implementation and the process of amending the UWMP and the WSCP.

10.1 INCLUSION OF ALL 2025 DATA

As indicated in Section 2.3 of this plan, the City uses a calendar year for water supply and demand accounting, and therefore this plan includes data through December 2025.

10.2 NOTICE OF PUBLIC HEARING

In accordance with the UWMP Act, the City must provide an opportunity for the public to provide input on this 2025 UWMP, including the WSCP. The City must consider all public input prior to its adoption. There are two audiences to be notified for the public hearing: cities, counties, and neighboring water districts; and the public.

10.2.1 Notices to Cities and Counties

As discussed in Section 2.4, the City provided greater than a 60-day notice regarding the preparation of its 2025 UWMP and WSCP to the County as well as neighboring cities and water agencies as listed below:

- California American Water District
- City of Roseville
- Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA)
- Nevada Irrigation District
- Placer County Public Works
- Placer County Water Agency
- Sacramento Area Council of Governments
- South Sutter Water District
- West Placer Groundwater Sustainability Agency

The notices of preparation are included as Appendix D.

Upon substantial completion of this 2025 UWMP and WSCP, the City coordinated internally and provided the County a notice of public hearing (Appendix D) as shown in Table 10-1.

Table 10-1. Notification to Cities and Counties (DWR Table 10-1 Retail)

City Name[(a)]	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Lincoln	Yes	Yes
Roseville	Yes	Yes
County Name Drop Down List	**60 Day Notice Drop Down (yes/no)**	**Notice of Public Hearing Drop Down (yes/no)**
Placer County	Yes	Yes

NOTES:
(a) Other agencies the City provided notice to include California American Water District, Nevada Irrigation District, Placer County Water Agency, Sacramento Area Council of Governments, and South Sutter Water District.

10.2.2 Notice to the Public

To allow ample time for the public to prepare comments, the City issued a notice of availability and public hearing to the public and provided a public review period following the notice and prior to adoption of the 2025 UWMP and WSCP. A notice of availability and public hearing was issued in accordance with Government Code Section 6066 and was published twice in the Lincoln News Messenger newspaper to notify all customers and local governments of the public hearing. In addition, the notice was posted on the City's website, https://www.lincolnca.gov/. A copy of the published Notice of Public Hearing is included in Appendix D.

10.3 PUBLIC HEARING AND ADOPTION

The City encouraged community participation in the development of this 2025 UWMP, including the WSCP, using public notices, electronic newsletters, and web-based communication. The notice included the time and place of the public hearing, as well as the location where the plan is available for public inspection.

10.3.1 Public Hearing

A public hearing was held on May 26, 2026.

The public hearing provided an opportunity for City water users and the general public to become familiar with the 2025 UWMP and the associated WSCP and ask questions about the City's water supply, its continuing plans for providing a reliable, safe, high-quality water supply, and plans to mitigate various potential water shortage conditions. Copies of the draft UWMP and WSCP were made available for public inspection on the City website.

10.3.2 Adoption

Subsequent to the public hearing, this 2025 UWMP and WSCP were adopted by the City Council on May 26, 2026. Copies of the adopted resolutions are included in Appendix H.

10.4 PLAN SUBMITTAL

The adopted 2025 UWMP was submitted electronically. This 2025 UWMP will be submitted to DWR within 30 days of adoption and by July 1, 2026. The adopted 2025 UWMP will be submitted electronically to DWR using the Water Use Efficiency (WUE) data submittal tool. A compact disc (CD) of the adopted 2025 UWMP was also submitted to the California State Library.

No later than 30 days after adoption, a copy of the adopted 2025 UWMP, including the WSCP, was provided to the cities and counties to which the City provides water.

10.5 PUBLIC AVAILABILITY

No later than 30 days after submittal to DWR, copies of this plan, including the WSCP, were made available at City Hall, City Clerk's Office 600 Sixth Street and Twelve Bridges Library, for public review during normal business hours. An electronic copy of this 2025 UWMP and WSCP was also made available for review and download on the City's website: https://www.lincolnca.gov/.

10.6 PLAN IMPLEMENTATION

This 2025 UWMP will be the source document for any SB 610 Water Supply Assessments or SB 221 Water Supply Verifications required for any proposed projects between 2026 and 2030 that are subject to the California Environmental Quality Act and would demand an amount of water equivalent or greater than the amount of water required by a 500-dwelling-unit project. Also, this 2025 UWMP will provide guidance and direction on development of new local supplies and implementation of water conservation programs.

10.7 AMENDING AN ADOPTED UWMP OR WSCP

The City may amend its 2025 UWMP and WSCP jointly or separately. If the City amends one or both documents, the City will follow the notification, public hearing, adoption, and submittal process described in Sections 10.2 through 10.4 above. In addition to submitting amendments to DWR through the WUE data portal, copies of amendments or changes to the plans will be submitted to the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

Appendix A

Urban Water Management Planning Act Legislative Requirements

Appendix A
California Water Code—Urban Water Management Planning

This material is for informational purposes only and is not to be used in place of official California Water Code.

This appendix presents updated sections of California Water Code (Water Code) as of the publication of this Guidebook and as compiled by California Department of Water Resources (DWR) staff. The selection here focuses on the portions of Water Code directly relevant to preparation of an Urban Water Management Plan (UWMP), and sections of Water Code that are contextually relevant to urban water suppliers and DWR.

Water Code published here also concerns the Urban Water Management Planning Act, the Water Conservation Act of 2009 (SB X7-7), which covers sustainable water use and demand reduction, and more. Further legislative information is available on the California Legislative Information website.

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Water Conservation Act of 2009 (SB X7-7)

This section contains information extracted from Water Code Division 6, *Conservation, Development, and Utilization of State Water Resources*, Part 2.55, *Sustainable Water Use And Demand Reduction*. Click on any section header below to read Water Code directly at the California Legislative Information website.

Chapter 1. General Declarations and Policy, Sections 10608–10608.8

Section 10608.

The Legislature finds and declares all of the following:

(a) Water is a public resource that the California Constitution protects against waste and unreasonable use.

(b) Growing population, climate change, and the need to protect and grow California's economy while protecting and restoring our fish and wildlife habitats make it essential that the state manage its water resources as efficiently as possible.

(c) Diverse regional water supply portfolios will increase water supply reliability and reduce dependence on the Delta.

(d) Reduced water use through conservation provides significant energy and environmental benefits, and can help protect water quality, improve streamflows, and reduce greenhouse gas emissions.

(e) The success of state and local water conservation programs to increase efficiency of water use is best determined on the basis of measurable outcomes related to water use or efficiency.

(f) Improvements in technology and management practices offer the potential for increasing water efficiency in California over time, providing an essential water management tool to meet the need for water for urban, agricultural, and environmental uses.

(g) The Governor has called for a 20 percent per capita reduction in urban water use statewide by 2020.

(h) The factors used to formulate water use efficiency targets can vary significantly from location to location based on factors including weather, patterns of urban and suburban development, and past efforts to enhance water use efficiency.

(i) Per capita water use is a valid measure of a water provider's efforts to reduce urban water use within its service area. However, per capita water use is less

useful for measuring relative water use efficiency between different water providers. Differences in weather, historical patterns of urban and suburban development, and density of housing in a particular location need to be considered when assessing per capita water use as a measure of efficiency.

Section 10608.4.

It is the intent of the Legislature, by the enactment of this part, to do all of the following:

(a) Require all water suppliers to increase the efficiency of use of this essential resource.

(b) Establish a framework to meet the state targets for urban water conservation identified in this part and called for by the Governor.

(c) Measure increased efficiency of urban water use on a per capita basis.

(d) Establish a method or methods for urban retail water suppliers to determine targets for achieving increased water use efficiency by the year 2020, in accordance with the Governor's goal of a 20- percent reduction.

(e) Establish consistent water use efficiency planning and implementation standards for urban water suppliers and agricultural water suppliers.

(f) Promote urban water conservation standards that are consistent with the California Urban Water Conservation Council's adopted best management practices and the requirements for demand management in Section 10631.

(g) Establish standards that recognize and provide credit to water suppliers that made substantial capital investments in urban water conservation since the drought of the early 1990s.

(h) Recognize and account for the investment of urban retail water suppliers in providing recycled water for beneficial uses.

(i) Require implementation of specified efficient water management practices for agricultural water suppliers.

(k) Support the economic productivity of California's agricultural, commercial, and industrial sectors.

(l) Advance regional water resources management.

Section 10608.8.

(a)

(1) Water use efficiency measures adopted and implemented pursuant to this part or Part 2.8 (commencing with Section 10800) are water conservation measures subject to the protections provided under Section 1011.

(2) Because an urban agency is not required to meet its urban water use target until 2020 pursuant to subdivision (b) of Section 10608.24, an urban retail water supplier's failure to meet those targets shall not establish a violation of law for purposes of any state administrative or judicial proceeding prior to January 1, 2021. Nothing in this paragraph limits the use of data reported to the department or the board in litigation or an administrative proceeding. This paragraph shall become inoperative on January 1, 2021.

(3) To the extent feasible, the department and the board shall provide for the use of water conservation reports required under this part to meet the requirements of Section 1011 for water conservation reporting.

(b) This part does not limit or otherwise affect the application of Chapter 3.5 commencing with Section 11340), Chapter 4 (commencing with Section 11370), Chapter 4.5 (commencing with Section 11400), and Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(c) This part does not require a reduction in the total water used in the agricultural or urban sectors, because other factors, including, but not limited to, changes in agricultural economics or population growth may have greater effects on water use. This part does not limit the economic productivity of California's agricultural, commercial, or industrial sectors.

(d) The requirements of this part do not apply to an agricultural water supplier that is a party to the Quantification Settlement Agreement, as defined in subdivision (a) of Section 1 of Chapter 617 of the Statutes of 2002, during the period within which the Quantification Settlement Agreement remains in effect. After the expiration of the Quantification Settlement Agreement, to the extent conservation water projects implemented as part of the Quantification Settlement Agreement remain in effect, the conserved water created as part of those projects shall be credited against the obligations of the agricultural water supplier pursuant to this part.

Chapter 2. Definitions, Section 10608.12

Section 10608.12.

Unless the context otherwise requires, the following definitions govern the construction of this part:

(a) "Affordable housing" has the same meaning as defined in Section 34191.30 of the Health and Safety Code.

(b) "Agricultural water supplier" means a water supplier, either publicly or privately owned, providing water to 10,000 or more irrigated acres, excluding recycled water. "Agricultural water supplier" includes a supplier or contractor

for water, regardless of the basis of right, that distributes or sells water for ultimate resale to customers. "Agricultural water supplier" does not include the department.

(c) "Base daily per capita water use" means any of the following:

(1) The urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous 10-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(2) For an urban retail water supplier that meets at least 10 percent of its 2008 measured retail water demand through recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier, the urban retail water supplier may extend the

(3) calculation described in paragraph (1) up to an additional five years to a maximum of a continuous 15-year period ending no earlier than December 31, 2004, and no later than December 31, 2010.

(4) For the purposes of Section 10608.22, the urban retail water supplier's estimate of its average gross water use, reported in gallons per capita per day and calculated over a continuous five-year period ending no earlier than December 31, 2007, and no later than December 31, 2010.

(d) Baseline commercial, industrial, and institutional water use" means an urban retail water supplier's base daily per capita water use for commercial, industrial, and institutional users.

(e) "CII water use" means water used by commercial water users, industrial water users, institutional water users, and large landscape water users.

(f) "Commercial water user" means a water user that provides or distributes a product or service.

(g) "Common area" means that portion of a common interest development or of a property owned or managed by a homeowners' association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.

(h) "Common interest development" has the same meaning as in Section 4100 of the Civil Code.

(i) "Community service organization or similar entity" has the same meaning as in Section 4110 of the Civil Code.

(j) "Community space" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings

(k) Compliance daily per capita water use" means the gross water use during the final year of the reporting period, reported in gallons per capita per day.

(l) "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.

(m) "Functional turf" means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

(n) "Gross water use" means the total volume of water, whether treated or untreated, entering the distribution system of an urban retail water supplier, excluding all of the following:

(1) Recycled water that is delivered within the service area of an urban retail water supplier or its urban wholesale water supplier.

(2) The net volume of water that the urban retail water supplier places into long-term storage.

(3) The volume of water the urban retail water supplier conveys for use by another urban water supplier.

(4) The volume of water delivered for agricultural use, except as otherwise provided in subdivision (f) of Section 10608.24.

(o) "Homeowners' association" means an "association" as defined in Section 4080 of the Civil Code.

(p) "Industrial water user" means a water user that is primarily a manufacturer or processor of materials as defined by the North American Industry Classification System code sectors 31 to 33, inclusive, or an entity that is a water user primarily engaged in research and development.

(q) "Institutional water user" means a water user dedicated to public service. This type of user includes, among other users, higher education institutions, schools, courts, churches, hospitals, government facilities, and nonprofit research institutions.

(r) "Interim urban water use target" means the midpoint between the urban retail water supplier's base daily per capita water use and the urban retail water supplier's urban water use target for 2020.

(s) "Large landscape" means a nonresidential landscape as described in the performance measures for CII water use adopted pursuant to Section 10609.10.

(t) "Locally cost effective" means that the present value of the local benefits of implementing an agricultural efficiency water management practice is greater

than or equal to the present value of the local cost of implementing that measure.

(u) "Nonfunctional turf" means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots.

(v) "Performance measures" means actions to be taken by urban retail water suppliers that will result in increased water use efficiency by CII water users. Performance measures may include, but are not limited to, educating CII water users on best management practices, conducting water use audits, and preparing water management plans. Performance measures do not include process water.

(w) "Potable reuse" means direct potable reuse, indirect potable reuse for groundwater recharge, and reservoir water augmentation as those terms are defined in Section 13561.

(x) "Potable water" means water that is suitable for human consumption.

(y) "Process water" means water used by industrial water users for producing a product or product content or water used for research and development. Process water includes, but is not limited to, continuous manufacturing processes, and water used for testing, cleaning, and maintaining equipment. Water used to cool machinery or buildings used in the manufacturing process or necessary to maintain product quality or chemical characteristics for product manufacturing or control rooms, data centers, laboratories, clean rooms, and other industrial facility units that are integral to the manufacturing or research and development process is process water. Water used in the manufacturing process that is necessary for complying with local, state, and federal health and safety laws, and is not incidental water, is process water. Process water does not mean incidental water uses.

(z) "Public water system" has the same meaning as defined in Section 116275 of the Health and Safety Code.

(aa) "Recreational use area" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

(ab) "Recycled water" means recycled water, as defined in subdivision (n) of Section 13050.

(ac) "Regional water resources management" means sources of supply resulting from watershed-based planning for sustainable local water reliability or any of the following alternative sources of water:

(1) The capture and reuse of stormwater or rainwater.

(2) The use of recycled water.

(3) The desalination of brackish groundwater.

(4) The conjunctive use of surface water and groundwater in a manner that is consistent with the safe yield of the groundwater basin.

(ad) "Reporting period" means the years for which an urban retail water supplier reports compliance with the urban water use targets.

(ae) "Turf" has the same meaning as defined in Section 491 of Title 23 of the California Code of Regulations

(af) "Urban retail water supplier" means a water supplier, either publicly or privately owned, that directly provides potable municipal water to more than 3,000 end users or that supplies more than 3,000 acre-feet of potable water annually at retail for municipal purposes.

(ag) "Urban water supplier" has the same meaning as defined in Section 10617.

(ah) "Urban water use objective" means an estimate of aggregate efficient water use for the previous year based on adopted water use efficiency standards and local service area characteristics for that year, as described in Section 10609.20.

(ai) "Urban water use target" means the urban retail water supplier's targeted future daily per capita water use.

(aj) "Urban wholesale water supplier" means a water supplier, either publicly or privately owned, that provides more than 3,000 acre- feet of water annually at wholesale for potable municipal purposes.

Chapter 2.5. Nonfunctional Turf

Section 10608.14.

(a) The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:

(1) All properties owned by the Department of General Services, beginning January 1, 2027.

(2) All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

(3) All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.

(4) All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029.

(5) All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.

(b) Notwithstanding subdivision (a), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.

(c) The board may, upon a showing of good cause for reasons including economic hardship, critical business need, and potential impacts to human health or safety, postpone a compliance deadline in subdivision (a) by up to three years for certain persons, institutions, and businesses, and may create a form to be used for compliance certification to the board by property owners.

(d) Public water systems shall, by no later than January 1, 2027, revise their regulations, ordinances, or policies governing water service to include the requirements of subdivisions (a) and (b), as revised by the board pursuant to subdivision (c), and shall communicate the requirements to their customers on or before that date.

(e)

(1) An owner of commercial, industrial, or institutional property with more than 5,000 square feet of irrigated area other than a cemetery shall certify to the board, commencing June 30, 2030, and every three years thereafter through 2039, that their property is in compliance with the requirements of this chapter.

(2) An owner of a property with more than 5,000 square feet of irrigated common area that is a homeowners' association, common interest development, or community service organization or similar entity shall certify to the board, commencing June 30, 2031, and every three years thereafter through 2040, that their property is in compliance with the requirements of this chapter.

(f) Noncompliance by a person or entity with this chapter or regulations adopted thereunder shall be subject to civil liability and penalties set forth in Section 1846, or to civil liability and penalties imposed by an urban retail water supplier pursuant to a locally adopted ordinance or policy.

(g)

(1) A public water system, city, county, or city and county may enforce the provisions of this chapter.

(2) To avoid duplication of enforcement, any entity identified in paragraph (1) that is not a retail public water system shall notify the retail public water system 30 days prior to enforcement of the provisions of this chapter against a property served by such system.

(3) Nothing in paragraph (2) shall preclude enforcement by any entity identified in paragraph (1) once adequate notice is given.

(h) The department shall, when using funds appropriated for water conservation for turf replacement, prioritize financial assistance for nonfunctional turf replacement to public water systems serving disadvantaged communities and to owners of affordable housing.

(i) The department shall utilize the saveourwater.com internet website and outreach campaign to provide information and resources on converting nonfunctional turf to native vegetation.

(j) The Governor's Office of Business and Economic Development shall support small and minority-owned businesses that provide services that advance compliance with this chapter.

Chapter 3. Urban Retail Water Suppliers, Sections 10608.16–10608.44

Section 10608.16.

(a) The state shall achieve a 20-percent reduction in urban per capita water use in California on or before December 31, 2020.

(1) The state shall make incremental progress towards the state target specified in subdivision (a) by reducing urban per capita water use by at least 10 percent on or before December 31, 2015.

Section 10608.20.

(a)

(1) Each urban retail water supplier shall develop urban water use targets and an interim urban water use target by July 1, 2011. Urban retail water suppliers may elect to determine and report progress toward achieving these targets on an individual or regional basis, as provided in subdivision (a) of Section 10608.28, and may determine the targets on a fiscal year or calendar year basis.

(2) It is the intent of the Legislature that the urban water use targets described in paragraph (1) cumulatively result in a 20-percent reduction from the baseline daily per capita water use by December 31, 2020.

(b) An urban retail water supplier shall adopt one of the following methods for determining its urban water use target pursuant to subdivision (a):

(1) Eighty percent of the urban retail water supplier's baseline per capita daily water use.

(2) The per capita daily water use that is estimated using the sum of the following performance standards:

(A) For indoor residential water use, 55 gallons per capita daily water use as a provisional standard. Upon completion of the department's 2017 report to the Legislature pursuant to Section 10608.42, this standard may be adjusted by the Legislature by statute.

(B) For landscape irrigated through dedicated or residential meters or connections, water efficiency equivalent to the standards of the Model Water Efficient Landscape Ordinance set forth in Chapter 2.7 (commencing with Section 490) of Division 2 of Title 23 of the California Code of Regulations, as in effect the later of the year of the landscape's installation or 1992. An urban retail water supplier using the approach specified in this subparagraph shall use satellite imagery, site visits, or other best available technology to develop an accurate estimate of landscaped areas.

(C) For commercial, industrial, and institutional uses, a 10- percent reduction in water use from the baseline commercial, industrial, and institutional water use by 2020.

(3) Ninety-five percent of the applicable state hydrologic region target, as set forth in the state's draft 20x2020 Water Conservation Plan (dated April 30, 2009). If the service area of an urban water supplier includes more than one hydrologic region, the supplier shall apportion its service area to each region based on population or area.

(4) A method that shall be identified and developed by the department, through a public process, and reported to the Legislature no later than December 31, 2010. The method developed by the department shall identify per capita targets that cumulatively result in a statewide 20-percent reduction in urban daily per capita water use by December 31, 2020. In developing urban daily per capita water use targets, the department shall do all of the following:

(A) Consider climatic differences within the state.

(B) Consider population density differences within the state.

(C) Provide flexibility to communities and regions in meeting the targets.

(D) Consider different levels of per capita water use according to plant water needs in different regions.

(E) Consider different levels of commercial, industrial, and institutional water use in different regions of the state.

(F) Avoid placing an undue hardship on communities that have implemented conservation measures or taken actions to keep per capita water use low.

(c) If the department adopts a regulation pursuant to paragraph (4) of subdivision (b) that results in a requirement that an urban retail water supplier achieve a reduction in daily per capita water use that is greater than 20 percent by December 31, 2020, an urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may limit its urban water use target to a reduction of not more than 20 percent by December 31, 2020, by adopting the method described in paragraph (1) of subdivision (b).

(d) The department shall update the method described in paragraph (4) of subdivision (b) and report to the Legislature by December 31, 2014. An urban retail water supplier that adopted the method described in paragraph (4) of subdivision (b) may adopt a new urban daily per capita water use target pursuant to this updated method.

(e) An urban retail water supplier shall include in its urban water management plan due in 2010 pursuant to Part 2.6 (commencing with Section 10610) the baseline daily per capita water use, urban water use target, interim urban water use target, and compliance daily per capita water use, along with the bases for determining those estimates, including references to supporting data.

(f) When calculating per capita values for the purposes of this chapter, an urban retail water supplier shall determine population using federal, state, and local population reports and projections.

(g) An urban retail water supplier may update its 2020 urban water use target in its 2015 urban water management plan required pursuant to Part 2.6 (commencing with Section 10610).

(h)

(1) The department, through a public process and in consultation with the California Urban Water Conservation Council, shall develop technical methodologies and criteria for the consistent implementation of this part, including, but not limited to, both of the following:

(A) Methodologies for calculating base daily per capita water use, baseline commercial, industrial, and institutional water use, compliance daily per capita water use, gross water use, service area

population, indoor residential water use, and landscaped area water use.

(B) Criteria for adjustments pursuant to subdivisions (d) and (e) of Section 10608.24.

(2) The department shall post the methodologies and criteria developed pursuant to this subdivision on its internet website, and make written copies available, by October 1, 2010. An urban retail water supplier shall use the methods developed by the department in compliance with this part.

(h)

(1) The department shall adopt regulations for implementation of the provisions relating to process water in accordance with Section 10608.12, subdivision (e) of Section 10608.24, and subdivision (d) of Section 10608.26.

(2) The initial adoption of a regulation authorized by this subdivision is deemed to address an emergency, for purposes of Sections 11346.1 and 11349.6 of the Government Code, and the department is hereby exempted for that purpose from the requirements of subdivision (b) of Section 11346.1 of the Government Code. After the initial adoption of an emergency regulation pursuant to this subdivision, the department shall not request approval from the Office of Administrative Law to readopt the regulation as an emergency regulation pursuant to Section 11346.1 of the Government Code.

(j)

(1) An urban retail water supplier is granted an extension to July 1, 2011, for adoption of an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) due in 2010 to allow the use of technical methodologies developed by the department pursuant to paragraph (4) of subdivision (b) and subdivision (h). An urban retail water supplier that adopts an urban water management plan due in 2010 that does not use the methodologies developed by the department pursuant to subdivision (h) shall amend the plan by July 1, 2011, to comply with this part.

(2) An urban wholesale water supplier whose urban water management plan prepared pursuant to Part 2.6 (commencing with Section 10610) was due and not submitted in 2010 is granted an extension to July 1, 2011, to permit coordination between an urban wholesale water supplier and urban retail water suppliers.

Section 10608.22.

Notwithstanding the method adopted by an urban retail water supplier pursuant to Section 10608.20, an urban retail water supplier's per capita daily water use reduction shall be no less than 5 percent of base daily per capita water use as defined in paragraph (3) of subdivision (c) of Section 10608.12. This section does not apply to an urban retail water supplier with a base daily per capita water use at or below 100 gallons per capita per day.

Section 10608.24.

(a) Each urban retail water supplier shall meet its interim urban water use target by December 31, 2015.

(b) Each urban retail water supplier shall meet its urban water use target by December 31, 2020.

(c) An urban retail water supplier's compliance daily per capita water use shall be the measure of progress toward achievement of its urban water use target.

(d)

(1) When determining compliance daily per capita water use, an urban retail water supplier may consider the following factors:

(A) Differences in evapotranspiration and rainfall in the baseline period compared to the compliance reporting period.

(B) Substantial changes to commercial or industrial water use resulting from increased business output and economic development that have occurred during the reporting period.

(C) Substantial changes to institutional water use resulting from fire suppression services or other extraordinary events, or from new or expanded operations, that have occurred during the reporting period.

(2) If the urban retail water supplier elects to adjust its estimate of compliance daily per capita water use due to one or more of the factors described in paragraph (1), it shall provide the basis for, and data supporting, the adjustment in the report required by Section 10608.40.

(e) When developing the urban water use target pursuant to Section 10608.20, an urban retail water supplier that has a substantial percentage of industrial water use in its service area may exclude process water from the calculation of gross water use to avoid a disproportionate burden on another customer sector.

(f)

(1) An urban retail water supplier that includes agricultural water use in an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) may include the agricultural water use in determining

gross water use. An urban retail water supplier that includes agricultural water use in determining gross water use and develops its urban water use target pursuant to paragraph (2) of subdivision (b) of Section 10608.20 shall use a water efficient standard for agricultural irrigation of 100 percent of reference evapotranspiration multiplied by the crop coefficient for irrigated acres.

(2) An urban retail water supplier, that is also an agricultural water supplier, is not subject to the requirements of Chapter 4 (commencing with Section 10608.48), if the agricultural water use is incorporated into its urban water use target pursuant to paragraph (1).

Section 10608.26.

(a) In complying with this part, an urban retail water supplier shall conduct at least one public hearing to accomplish all of the following:

(1) Allow community input regarding the urban retail water supplier's implementation plan for complying with this part.

(2) Consider the economic impacts of the urban retail water supplier's implementation plan for complying with this part.

(3) Adopt a method, pursuant to subdivision (b) of Section 10608.20, for determining its urban water use target.

(b) In complying with this part, an urban retail water supplier may meet its urban water use target through efficiency improvements in any combination among its customer sectors. An urban retail water supplier shall avoid placing a disproportionate burden on any customer sector.

(c) For an urban retail water supplier that supplies water to a United States Department of Defense military installation, the urban retail water supplier's implementation plan for complying with this part shall consider the conservation of that military installation under federal Executive Order 13514.

(d)

(1) Any ordinance or resolution adopted by an urban retail water supplier after the effective date of this section shall not require existing customers as of the effective date of this section, to undertake changes in product formulation, operations, or equipment that would reduce process water use, but may provide technical assistance and financial incentives to those customers to implement efficiency measures for process water. This section shall not limit an ordinance or resolution adopted pursuant to a declaration of drought emergency by an urban retail water supplier.

(2) This part shall not be construed or enforced so as to interfere with the requirements of Chapter 4 (commencing with Section 113980) to Chapter 13 (commencing with Section 114380), inclusive, of Part 7 of

Division 104 of the Health and Safety Code, or any requirement or standard for the protection of public health, public safety, or worker safety established by federal, state, or local government or recommended by recognized standard setting organizations or trade associations.

Section 10608.28.

(a) An urban retail water supplier may meet its urban water use target within its retail service area, or through mutual agreement, by any of the following:

(1) Through an urban wholesale water supplier.

(2) Through a regional agency authorized to plan and implement water conservation, including, but not limited to, an agency established under the Bay Area Water Supply and Conservation Agency Act (Division 31 (commencing with Section 81300)).

(3) Through a regional water management group as defined in Section 10537.

(4) By an integrated regional water management funding area.

(5) By hydrologic region.

(6) Through other appropriate geographic scales for which computation methods have been developed by the department.

(b) A regional water management group, with the written consent of its member agencies, may undertake any or all planning, reporting, and implementation functions under this chapter for the member agencies that consent to those activities. Any data or reports shall provide information both for the regional water management group and separately for each consenting urban retail water supplier and urban wholesale water supplier.

Section 10608.32.

All costs incurred pursuant to this part by a water utility regulated by the Public Utilities Commission may be recoverable in rates subject to review and approval by the Public Utilities Commission, and may be recorded in a memorandum account and reviewed for reasonableness by the Public Utilities Commission.

Section 10608.34.

(a)

(1) On or before January 1, 2017, the department shall adopt rules for all of the following:

(A) The conduct of standardized water loss audits by urban retail water suppliers in accordance with the method adopted by the American Water Works Association in the third edition of Water Audits and Loss

Control Programs, Manual M36 and in the Free Water Audit Software, version 5.0.

(B) The process for validating a water loss audit report prior to submitting the report to the department. For the purposes of this section, "validating" is a process whereby an urban retail water supplier uses a technical expert to confirm the basis of all data entries in the urban retail water supplier's water loss audit report and to appropriately characterize the quality of the reported data. The validation process shall follow the principles and terminology laid out by the American Water Works Association in the third edition of Water Audits and Loss Control Programs, Manual M36 and in the Free Water Audit Software, version 5.0. A validated water loss audit report shall include the name and technical qualifications of the person engaged for validation.

(C) The technical qualifications required of a person to engage in validation, as described in subparagraph (B).

(D) The certification requirements for a person selected by an urban retail water supplier to provide validation of its own water loss audit report.

(E) The method of submitting a water loss audit report to the department.

(2) The department shall update rules adopted pursuant to paragraph (1) no later than six months after the release of subsequent editions of the American Water Works Association's Water Audits and Loss Control Programs, Manual M36. Except as provided by the department, until the department adopts updated rules pursuant to this paragraph, an urban retail water supplier may rely upon a subsequent edition of the American Water Works Association's Water Audits and Loss Control Programs, Manual M36 or the Free Water Audit Software.

(b)

(1) On or before October 1 of each year until October 1, 2023, each urban retail water supplier reporting on a calendar year basis shall submit a completed and validated water loss audit report for the previous calendar year or the previous fiscal year as prescribed by the department pursuant to subdivision (a).

(2) On or before January 1 of each year until January 1, 2024, each urban retail water supplier reporting on a fiscal year basis shall submit a completed and validated water loss audit report for the previous fiscal year as prescribed by the department pursuant to subdivision (a).

(3) On or before January 1, 2024, and on or before January 1 of each year thereafter, each urban retail water supplier shall submit a completed and

validated water loss audit report for the previous calendar year or previous fiscal year as part of the report submitted to the department pursuant to subdivision (a) of Section 10609.24 and as prescribed by the department pursuant to subdivision (a).

(4) Water loss audit reports submitted on or before October 1, 2017, may be completed and validated with assistance as described in subdivision (c).

(c) Using funds available for the 2016–17 fiscal year, the board shall contribute up to four hundred thousand dollars ($400,000) towards procuring water loss audit report validation assistance for urban retail water suppliers.

(d) Each water loss audit report submitted to the department shall be accompanied by information, in a form specified by the department, identifying steps taken in the preceding year to increase the validity of data entered into the final audit, reduce the volume of apparent losses, and reduce the volume of real losses.

(e) At least one of the following employees of an urban retail water supplier shall attest to each water loss audit report submitted to the department:

(1) The chief financial officer.

(2) The chief engineer.

(3) The general manager.

(f) The department shall deem incomplete and return to the urban retail water supplier any final water loss audit report found by the department to be incomplete, not validated, unattested, or incongruent with known characteristics of water system operations. A water supplier shall resubmit a completed water loss audit report within 90 days of an audit being returned by the department.

(g) The department shall post all validated water loss audit reports on its internet website in a manner that allows for comparisons across water suppliers. The department shall make the validated water loss audit reports available for public viewing in a timely manner after their receipt.

(h) Using available funds, the department shall provide technical assistance to guide urban retail water suppliers' water loss detection programs, including, but not limited to, metering techniques, pressure management techniques, condition-based assessment techniques for transmission and distribution pipelines, and utilization of portable and permanent water loss detection devices.

(i) No earlier than January 1, 2019, and no later than July 1, 2020, the board shall adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. In adopting these rules, the board shall employ full life-cycle cost accounting to evaluate the costs of meeting the performance standards. The board may consider establishing a minimum

allowable water loss threshold that, if reached and maintained by an urban water supplier, would exempt the urban water supplier from further water loss reduction requirements.

Section 10608.35.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and make a recommendation to the Legislature, by January 1, 2020, on the feasibility of developing and enacting water loss reporting requirements for urban wholesale water suppliers.

(b) The studies and investigations shall include an evaluation of the suitability of applying the processes and requirements of Section 10608.34 to urban wholesale water suppliers.

(c) In conducting necessary studies and investigations and developing its recommendation, the department shall solicit broad public participation from stakeholders and other interested persons.

Section 10608.36.

Urban wholesale water suppliers shall include in the urban water management plans required pursuant to Part 2.6 (commencing with Section 10610) an assessment of their present and proposed future measures, programs, and policies to help achieve the water use reductions required by this part.

Section 10608.40.

Urban water retail suppliers shall report to the department on their progress in meeting their urban water use targets as part of their urban water management plans submitted pursuant to Section 10631. The data shall be reported using a standardized form developed pursuant to Section 10608.52.

Section 10608.42.

(a) The department shall review the 2015 urban water management plans and report to the Legislature by July 1, 2017, on progress towards achieving a 20-percent reduction in urban water use by December 31, 2020. The report shall include recommendations on changes to water efficiency standards or urban water use targets to achieve the 20- percent reduction and to reflect updated efficiency information and technology changes.

(b) A report to be submitted pursuant to subdivision (a) shall be submitted in compliance with Section 9795 of the Government Code.

Section 10608.43.

The department, in conjunction with the California Urban Water Conservation Council, by April 1, 2010, shall convene a representative task force consisting of academic experts, urban retail water suppliers, environmental organizations, commercial water users, industrial water users, and institutional water users to develop alternative best management practices for commercial, industrial, and institutional users and an assessment of the potential statewide water use efficiency improvement in the commercial, industrial, and institutional sectors that would result from implementation of these best management practices. The taskforce, in conjunction with the department, shall submit a report to the Legislature by April 1, 2012, that shall include a review of multiple sectors within commercial, industrial, and institutional users and that shall recommend water use efficiency standards for commercial, industrial, and institutional users among various sectors of water use. The report shall include, but not be limited to, the following:

(a) Appropriate metrics for evaluating commercial, industrial, and institutional water use.

(b) Evaluation of water demands for manufacturing processes, goods, and cooling.

(c) Evaluation of public infrastructure necessary for delivery of recycled water to the commercial, industrial, and institutional sectors.

(d) Evaluation of institutional and economic barriers to increased recycled water use within the commercial, industrial, and institutional sectors.

(e) Identification of technical feasibility and cost of the best management practices to achieve more efficient water use statewide in the commercial, industrial, and institutional sectors that is consistent with the public interest and reflects past investments in water use efficiency.

Section 10608.44.

Each state agency shall reduce water use at facilities it operates to support urban retail water suppliers in meeting the target identified in Section 10608.16.

Chapter 5. Sustainable Water Management, Section 10608.50

Section 10608.50.

(a) The department, in consultation with the board, shall promote implementation of regional water resources management practices through increased incentives and removal of barriers consistent with state and federal law. Potential changes may include, but are not limited to, all of the following:

(1) Revisions to the requirements for urban and agricultural water management plans.

(2) Revisions to the requirements for integrated regional water management plans.

(3) Revisions to the eligibility for state water management grants and loans.

(4) Revisions to state or local permitting requirements that increase water supply opportunities, but do not weaken water quality protection under state and federal law.

(5) Increased funding for research, feasibility studies, and project construction.

(6) Expanding technical and educational support for local land use and water management agencies.

(b) No later than January 1, 2011, and updated as part of the California Water Plan, the department, in consultation with the board, and with public input, shall propose new statewide targets, or review and update existing statewide targets, for regional water resources management practices, including, but not limited to, recycled water, brackish groundwater desalination, and infiltration and direct use of urban stormwater runoff.

Chapter 6. Standardized Data Collection, Section 10608.52

Section 10608.52.

(a) The department, in consultation with the board, the California Bay-Delta Authority or its successor agency, the State Department of Public Health, and the Public Utilities Commission, shall develop a single standardized water use reporting form to meet the water use information needs of each agency, including the needs of urban water suppliers that elect to determine and report progress toward achieving targets on a regional basis as provided in subdivision (a) of Section 10608.28.

(b) At a minimum, the form shall be developed to accommodate information sufficient to assess an urban water supplier's compliance with conservation targets pursuant to Section 10608.24 and an agricultural water supplier's compliance with implementation of efficient water management practices pursuant to subdivision (a) of Section 10608.48. The form shall accommodate reporting by urban water suppliers on an individual or regional basis as provided in subdivision (a) of Section 10608.28.

Chapter 7. Funding Provisions, Sections 10608.56–10608.60

Section 10608.56.

(a) On and after July 1, 2016, an urban retail water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

(b) On and after July 1, 2013, an agricultural water supplier is not eligible for a water grant or loan awarded or administered by the state unless the supplier complies with this part.

(c) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for achieving the per capita reductions. The supplier may request grant or loan funds to achieve the per capita reductions to the extent the request is consistent with the eligibility requirements applicable to the water funds.

(d) Notwithstanding subdivision (b), the department shall determine that an agricultural water supplier is eligible for a water grant or loan even though the supplier is not implementing all of the efficient water management practices described in Section 10608.48, if the agricultural water supplier has submitted to the department for approval a schedule, financing plan, and budget, to be included in the grant or loan agreement, for implementation of the efficient water management practices. The supplier may request grant or loan funds to implement the efficient water management practices to the extent the request is consistent with the eligibility requirements applicable to the water funds.

(e) Notwithstanding subdivision (a), the department shall determine that an urban retail water supplier is eligible for a water grant or loan even though the supplier has not met the per capita reductions required pursuant to Section 10608.24, if the urban retail water supplier has submitted to the department for approval documentation demonstrating that its entire service area qualifies as a disadvantaged community.

(f) The department shall not deny eligibility to an urban retail water supplier or agricultural water supplier in compliance with the requirements of this part and Part 2.8 (commencing with Section 10800), that is participating in a multiagency water project, or an integrated regional water management plan, developed pursuant to Section 75026 of the Public Resources Code, solely on the basis that one or more of the agencies participating in the project or plan

is not implementing all of the requirements of this part or Part 2.8 (commencing with Section 10800).

Section 10608.60.

(a) It is the intent of the Legislature that funds made available by Section 75026 of the Public Resources Code should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for grants to implement this part. In the allocation of funding, it is the intent of the Legislature that the department give consideration to disadvantaged communities to assist in implementing the requirements of this part.

(b) It is the intent of the Legislature that funds made available by Section 75041 of the Public Resources Code, should be expended, consistent with Division 43 (commencing with Section 75001) of the Public Resources Code and upon appropriation by the Legislature, for direct expenditures to implement this part.

Chapter 9. Urban Water Use Objectives and Water Use Reporting, Sections 10609–10609.38

Section 10609.

(a) The Legislature finds and declares that this chapter establishes a method to estimate the aggregate amount of water that would have been delivered the previous year by an urban retail water supplier if all that water had been used efficiently. This estimated aggregate water use is the urban retail water supplier's urban water use objective. The method is based on water use efficiency standards and local service area characteristics for that year. By comparing the amount of water actually used in the previous year with the urban water use objective, local urban water suppliers will be in a better position to help eliminate unnecessary use of water; that is, water used in excess of that needed to accomplish the intended beneficial use.

(b) The Legislature further finds and declares all of the following:

(1) This chapter establishes standards and practices for the following water uses:

(A) Indoor residential use.

(B) Outdoor residential use.

(C) CII water use.

(D) Water losses.

(E) Other unique local uses and situations that can have a material effect on an urban water supplier's total water use.

(2) This chapter further does all of the following:

(A) Establishes a method to calculate each urban water use objective.

(B) Considers recycled water quality in establishing efficient irrigation standards.

(C) Requires the department to provide or otherwise identify data regarding the unique local conditions to support the calculation of an urban water use objective.

(D) Provides for the use of alternative sources of data if alternative sources are shown to be as accurate as, or more accurate than, the data provided by the department.

(E) Requires annual reporting of the previous year's water use with the urban water use objective.

(F) Provides a bonus incentive for the amount of potable recycled water used the previous year when comparing the previous year's water use with the urban water use objective, of up to 10 percent of the urban water use objective.

(3) This chapter requires the department and the board to solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter.

(4) This chapter preserves the Legislature's authority over long- term water use efficiency target setting and ensures appropriate legislative oversight of the implementation of this chapter by doing all of the following:

(A) Requiring the Legislative Analyst to conduct a review of the implementation of this chapter, including compliance with the adopted standards and regulations, accuracy of the data, use of alternate data, and other issues the Legislative Analyst deems appropriate.

(B) Stating legislative intent that the director of the department and the chairperson of the board appear before the appropriate Senate and Assembly policy committees to report on progress in implementing this chapter.

(C) Providing one-time-only authority to the department and board to adopt water use efficiency standards, except as explicitly provided in this chapter. Authorization to update the standards shall require separate legislation.

(c) It is the intent of the Legislature that the following principles apply to the development and implementation of long-term standards and urban water use objectives:

(1) Local urban retail water suppliers should have primary responsibility for meeting standards-based water use targets, and they shall retain the flexibility to develop their water supply portfolios, design and implement water conservation strategies, educate their customers, and enforce their rules.

(2) Long-term standards and urban water use objectives should advance the state's goals to mitigate and adapt to climate change.

(3) Long-term standards and urban water use objectives should acknowledge the shade, air quality, and heat-island reduction benefits provided to communities by trees through the support of water-efficient irrigation practices that keep trees healthy.

(4) The state should identify opportunities for streamlined reporting, eliminate redundant data submissions, and incentivize open access to data collected by urban and agricultural water suppliers.

Section 10609.2.

(a) The board, in coordination with the department, shall adopt long-term standards for the efficient use of water pursuant to this chapter on or before June 30, 2022.

(b) Standards shall be adopted for all of the following:

(1) Outdoor residential water use.

(2) Outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.

(3) A volume for water loss.

(c) When adopting the standards under this section, the board shall consider the policies of this chapter and the proposed efficiency standards' effects on local wastewater management, developed and natural parklands, and urban tree health. The standards and potential effects shall be identified by May 30, 2022. The board shall allow for public comment on potential effects identified by the board under this subdivision.

(d) The long-term standards shall be set at a level designed so that the water use objectives, together with other demands excluded from the long-term standards such as CII indoor water use and CII outdoor water use not connected to a dedicated landscape meter, would exceed the statewide conservation targets required pursuant to Chapter 3 (commencing with Section 10608.16).

(e) The board, in coordination with the department, shall adopt by regulation variances recommended by the department pursuant to Section 10609.14 and guidelines and methodologies pertaining to the calculation of an urban retail water supplier's urban water use objective recommended by the department pursuant to Section 10609.16.

Section 10609.4.

(a)

(1) Until January 1, 2025, the standard for indoor residential water use shall be 55 gallons per capita daily.

(2) Beginning January 1, 2025, and until January 1, 2030, the standard for indoor residential water use shall be 47 gallons per capita daily.

(3) Beginning January 1, 2030, the standard for indoor residential water use shall be 42 gallons per capita daily.

(b)

(1) The department, in coordination with the board, shall conduct necessary studies and investigations to assess and quantify the economic benefits and impacts of the 2030 indoor residential use standard on water, wastewater, and recycled water systems and shall include saturation end-use studies. The studies and investigations shall build on the standards and potential effects identified pursuant to subdivision (c) of Section 10609.2 and shall also consider, and as appropriate incorporate, other regional and statewide studies that quantify the impacts on water, wastewater, and recycled water systems, and evaluate the long-term effects of telework. To facilitate these studies and investigations, the board may request necessary and relevant information from wastewater agencies, including monthly influent flow, actions taken to reassess treatment processes, and the impact of the implementation of this chapter on wastewater operations, maintenance, and capital investment. The department, in coordination with the board, shall summarize the findings of these studies and investigations in a report to the Legislature on or before October 1, 2028. The report shall be submitted in compliance with Section 9795 of the Government Code.

(2) If the department, in coordination with the board, determines that the 2030 indoor residential use standard is likely to unduly impact affordability of water and wastewater services, the department and the board may jointly recommend to the Legislature an alternate date on which the 2030 indoor residential use standard shall take effect. This determination shall be made using at least two years of data reflecting application of the 2025 indoor residential use standard.

(3) Based upon the studies and investigations conducted pursuant to paragraph (1), the department shall consider whether to recommend, for adoption by the board, additional variances to accommodate unique challenges related to residential indoor water use pursuant to Section 10609.2. Variance options may include, but are not limited to, stranded assets, impacts on disadvantaged communities, impacts to environmental flows, or adverse impacts to wastewater or recycled water operations.

(4) The studies, investigations, and report described in paragraph (1) shall include timely and inclusive collaboration with, and input from, a broad group of stakeholders, including, but not limited to, environmental groups, experts in indoor plumbing, water, wastewater, and recycled water agencies.

(c) An urban retail water supplier shall not be subject to enforcement pursuant to this chapter solely for failing to meet the indoor residential use standard.

Section 10609.6.

(a)

(1) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor residential use for adoption by the board in accordance with this chapter.

(2)

(A) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(B) The standards shall apply to irrigable lands.

(C) The standards shall include provisions for swimming pools, spas, and other water features. Ornamental water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, shall be analyzed separately from swimming pools and spas.

(b) The department shall, by January 1, 2021, provide each urban retail water supplier with data regarding the area of residential irrigable lands in a manner that can reasonably be applied to the standards adopted pursuant to this section.

(c) The department shall not recommend standards pursuant to this section until it has conducted pilot projects or studies, or some combination of the two, to ensure that the data provided to local agencies are reasonably accurate for the

data's intended uses, taking into consideration California's diverse landscapes and community characteristics.

Section 10609.8.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, standards for outdoor irrigation of landscape areas with dedicated irrigation meters or other means of calculating outdoor irrigation use in connection with CII water use for adoption by the board in accordance with this chapter.

(b) The standards shall incorporate the principles of the model water efficient landscape ordinance adopted by the department pursuant to the Water Conservation in Landscaping Act (Article 10.8 (commencing with Section 65591) of Chapter 3 of Division 1 of Title 7 of the Government Code).

(c) The standards shall include an exclusion for water for commercial agricultural use meeting the definition of subdivision (b) of Section 51201 of the Government Code.

Section 10609.9.

For purposes of Sections 10609.6 and 10609.8, "principles of the model water efficient landscape ordinance" means those provisions of the model water efficient landscape ordinance applicable to the establishment or determination of the amount of water necessary to efficiently irrigate both new and existing landscapes. These provisions include, but are not limited to, all of the following:

(a) Evapotranspiration adjustment factors, as applicable.

(b) Landscape area.

(c) Maximum applied water allowance.

(d) Reference evapotranspiration.

(e) Special landscape areas, including provisions governing evapotranspiration adjustment factors for different types of water used for irrigating the landscape.

Section 10609.10.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, performance measures for CII water use for adoption by the board in accordance with this chapter.

(b) Prior to recommending performance measures for CII water use, the department shall solicit broad public participation from stakeholders and other interested persons relating to all of the following:

(1) Recommendations for a CII water use classification system for California that address significant uses of water.

(2) Recommendations for setting minimum size thresholds for converting mixed CII meters to dedicated irrigation meters, and evaluation of, and recommendations for, technologies that could be used in lieu of requiring dedicated irrigation meters.

(3) Recommendations for CII water use best management practices, which may include, but are not limited to, water audits and water management plans for those CII customers that exceed a recommended size, volume of water use, or other threshold.

(c) Recommendations of appropriate performance measures for CII water use shall be consistent with the October 21, 2013, report to the Legislature by the Commercial, Industrial, and Institutional Task Force entitled "Water Use Best Management Practices," including the technical and financial feasibility recommendations provided in that report, and shall support the economic productivity of California's commercial, industrial, and institutional sectors.

(b)

(1) The board, in coordination with the department, shall adopt performance measures for CII water use on or before June 30, 2022.

(2) Each urban retail water supplier shall implement the performance measures adopted by the board pursuant to paragraph (1).

Section 10609.12.

The standards for water loss for urban retail water suppliers shall be the standards adopted by the board pursuant to subdivision (i) of Section 10608.34.

Section 10609.14.

(a) The department, in coordination with the board, shall conduct necessary studies and investigations and, no later than October 1, 2021, recommend for adoption by the board in accordance with this chapter appropriate variances for unique uses that can have a material effect on an urban retail water supplier's urban water use objective.

(b) Appropriate variances may include, but are not limited to, allowances for the following:

(1) Significant use of evaporative coolers.

(2) Significant populations of horses and other livestock.

(3) Significant fluctuations in seasonal populations.

(4) Significant landscaped areas irrigated with recycled water having high levels of total dissolved solids.

(5) Significant use of water for soil compaction and dust control.

(6) Significant use of water to supplement ponds and lakes to sustain wildlife.

(7) Significant use of water to irrigate vegetation for fire protection.

(8) Significant use of water for commercial or noncommercial agricultural use.

(d) The department, in recommending variances for adoption by the board, shall also recommend a threshold of significance for each recommended variance.

(e) Before including any specific variance in calculating an urban retail water supplier's water use objective, the urban retail water supplier shall request and receive approval by the board for the inclusion of that variance.

(f) The board shall post on its Internet Web site all of the following:

(1) A list of all urban retail water suppliers with approved variances.

(2) The specific variance or variances approved for each urban retail water supplier.

(3) The data supporting approval of each variance.

Section 10609.15.

To help streamline water data reporting, the department and the board shall do all of the following:

(a) Identify urban water reporting requirements shared by both agencies, and post on each agency's Internet Web site how the data is used for planning, regulatory, or other purposes.

(b) Analyze opportunities for more efficient publication of urban water reporting requirements within each agency, and analyze how each agency can integrate various data sets in a publicly accessible location, identify priority actions, and implement priority actions identified in the analysis.

(c) Make appropriate data pertaining to the urban water reporting requirements that are collected by either agency available to the public according to the principles and requirements of the Open and Transparent Water Data Act (Part 4.9 (commencing with Section 12400)).

Section 10609.16.

The department, in coordination with the board, shall conduct necessary studies and investigations and recommend, no later than October 1, 2021, guidelines and methodologies for the board to adopt that identify how an urban retail water supplier calculates its urban water use objective. The guidelines and methodologies shall address, as necessary, all of the following:

(a) Determining the irrigable lands within the urban retail water supplier's service area.

(b) Updating and revising methodologies described pursuant to subparagraph (A) of paragraph (1) of subdivision (h) of Section 10608.20, as appropriate, including methodologies for calculating the population in an urban retail water supplier's service area.

(c) Using landscape area data provided by the department or alternative data.

(d) Incorporating precipitation data and climate data into estimates of a urban retail water supplier's outdoor irrigation budget for its urban water use objective.

(e) Estimating changes in outdoor landscape area and population, and calculating the urban water use objective, for years when updated landscape imagery is not available from the department.

(f) Determining acceptable levels of accuracy for the supporting data, the urban water use objective, and compliance with the urban water use objective.

Section 10609.18.

The department and the board shall solicit broad public participation from stakeholders and other interested persons in the development of the standards and the adoption of regulations pursuant to this chapter. The board shall hold at least one public meeting before taking any action on any standard or variance recommended by the department.

Section 10609.20.

(a) Each urban retail water supplier shall calculate its urban water use objective no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier's water use conditions for the previous calendar or fiscal year.

(c) Each urban water supplier's urban water use objective shall be composed of the sum of the following:

(1) Aggregate estimated efficient indoor residential water use.

(2) Aggregate estimated efficient outdoor residential water use.

(3) Aggregate estimated efficient outdoor irrigation of landscape areas with dedicated irrigation meters or equivalent technology in connection with CII water use.

(4) Aggregate estimated efficient water losses.

(5) Aggregate estimated water use in accordance with variances, as appropriate.

(d)

(1) An urban retail water supplier that delivers water from a groundwater basin, reservoir, or other source that is augmented by potable reuse water may adjust its urban water use objective by a bonus incentive calculated pursuant to this subdivision.

(2) The water use objective bonus incentive shall be the volume of its potable reuse delivered to residential water users and to landscape areas with dedicated irrigation meters in connection with CII water use, on an acre-foot basis.

(3) The bonus incentive pursuant to paragraph (1) shall be limited in accordance with one of the following:

(A) The bonus incentive shall not exceed 15 percent of the urban water supplier's water use objective for any potable reuse water produced at an existing facility.

(B) The bonus incentive shall not exceed 10 percent of the urban water supplier's water use objective for any potable reuse water produced at any facility that is not an existing facility.

(4) For purposes of this subdivision, "existing facility" means a facility that meets all of the following:

(A) The facility has a certified environmental impact report, mitigated negative declaration, or negative declaration on or before January 1, 2019.

(B) The facility begins producing and delivering potable reuse water on or before January 1, 2022.

(C) The facility uses microfiltration and reverse osmosis technologies to produce the potable reuse water.

(e)

(1) The calculation of the urban water use objective shall be made using landscape area and other data provided by the department and pursuant to the standards, guidelines, and methodologies adopted by the board. The department shall provide data to the urban water supplier at a level of detail sufficient to allow the urban water supplier to verify its accuracy at the parcel level.

(2) Notwithstanding paragraph (1), an urban retail water supplier may use alternative data in calculating the urban water use objective if the supplier demonstrates to the department that the alternative data are equivalent, or superior, in quality and accuracy to the data provided by the department. The department may provide technical assistance to an

urban retail water supplier in evaluating whether the alternative data are appropriate for use in calculating the supplier's urban water use objective.

Section 10609.21.

(a) For purposes of Section 10609.20, and notwithstanding paragraph (4) of subdivision (d) of Section 10609.20, "existing facility" also includes the North City Project, phase one of the Pure Water San Diego Program, for which an environmental impact report was certified on April 10, 2018.

(b) This section shall become operative on January 1, 2019.

Section 10609.22.

(a) An urban retail water supplier shall calculate its actual urban water use no later than January 1, 2024, and by January 1 every year thereafter.

(b) The calculation shall be based on the urban retail water supplier's water use for the previous calendar or fiscal year.

(c) Each urban water supplier's urban water use shall be composed of the sum of the following:

(1) Aggregate residential water use.

(2) Aggregate outdoor irrigation of landscape areas with dedicated irrigation meters in connection with CII water use.

(3) Aggregate water losses.

Section 10609.24.

(a) An urban retail water supplier shall submit a report to the department no later than January 1, 2024, and by January 1 every year thereafter. The report shall include all of the following:

(1) The urban water use objective calculated pursuant to Section 10609.20 along with relevant supporting data.

(2) The actual urban water use calculated pursuant to Section 10609.22 along with relevant supporting data.

(3) Documentation of the implementation of the performance measures for CII water use.

(4) A description of the progress made towards meeting the urban water use objective.

(5) The validated water loss audit report conducted pursuant to Section 10608.34.

(b) The department shall post the reports and information on its internet website.

(c) The board may issue an information order or conservation order to, or impose civil liability on, an entity or individual for failure to submit a report required by this section.

Section 10609.25.

As part of the first report submitted to the department by an urban retail water supplier no later than January 1, 2024, pursuant to subdivision (a) of Section 10609.24, each urban retail water supplier shall provide a narrative that describes the water demand management measures that the supplier plans to implement to achieve its urban water use objective by January 1, 2027.

Section 10609.26.

(a)

(1) On and after January 1, 2024, the board may issue informational orders pertaining to water production, water use, and water conservation to an urban retail water supplier that does not meet its urban water use objective required by this chapter. Informational orders are intended to obtain information on supplier activities, water production, and conservation efforts in order to identify technical assistance needs and assist urban water suppliers in meeting their urban water use objectives.

(2) In determining whether to issue an informational order, the board shall consider the degree to which the urban retail water supplier is not meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet the urban water use objective.

(3) The board shall share information received pursuant to this subdivision with the department.

(4) An urban water supplier may request technical assistance from the department. The technical assistance may, to the extent available, include guidance documents, tools, and data.

(b) On and after January 1, 2025, the board may issue a written notice to an urban retail water supplier that does not meet its urban water use objective required by this chapter. The written notice may warn the urban retail water supplier that it is not meeting its urban water use objective described in Section 10609.20 and is not making adequate progress in meeting the urban water use objective, and may request that the urban retail water supplier address areas of concern in its next annual report required by Section 10609.24. In deciding whether to issue a written notice, the board may consider whether the urban retail water supplier has received an informational order, the degree to which the urban retail water supplier is not

meeting its urban water use objective, information provided in the report required by Section 10609.24, and actions the urban retail water supplier has implemented or will implement in order to help meet its urban water use objective.

(1) On and after January 1, 2026, the board may issue a conservation order to an urban retail water supplier that does not meet its urban water use objective. A conservation order may consist of, but is not limited to, referral to the department for technical assistance, requirements for education and outreach, requirements for local enforcement, and other efforts to assist urban retail water suppliers in meeting their urban water use objective.

(2) In issuing a conservation order, the board shall identify specific deficiencies in an urban retail water supplier's progress towards meeting its urban water use objective, and identify specific actions to address the deficiencies.

(3) The board may request that the department provide an urban retail water supplier with technical assistance to support the urban retail water supplier's actions to remedy the deficiencies.

(c) A conservation order issued in accordance with this chapter may include requiring actions intended to increase water-use efficiency, but shall not curtail or otherwise limit the exercise of a water right, nor shall it require the imposition of civil liability pursuant to Section 377.

Section 10609.27.

Notwithstanding Section 10609.26, the board shall not issue an information order, written notice, or conservation order pursuant to Section 10609.26 if both of the following conditions are met:

(a) The board determines that the urban retail water supplier is not meeting its urban water use objective solely because the volume of water loss exceeds the urban retail water supplier's standard for water loss.

(b) Pursuant to Section 10608.34, the board is taking enforcement action against the urban retail water supplier for not meeting the performance standards for the volume of water losses.

Section 10609.28.

The board may issue a regulation or informational order requiring a wholesale water supplier, an urban retail water supplier, or a distributor of a public water supply, as that term is used in Section 350, to provide a monthly report relating to water production, water use, or water conservation.

Section 10609.30.

On or before January 10, 2024, the Legislative Analyst shall provide to the appropriate policy committees of both houses of the Legislature and the public a report evaluating the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. The board and the department shall provide the Legislative Analyst with the available data to complete this report.

(a) The report shall describe all of the following:

(1) The rate at which urban retail water users are complying with the standards, and factors that might facilitate or impede their compliance.

(2) The accuracy of the data and estimates being used to calculate urban water use objectives.

(3) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.

(4) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.

(5) The early indications of how implementing this chapter might impact the efficiency of statewide urban water use.

6) Recommendations, if any, for improving statewide urban water use efficiency and the standards and practices described in this chapter.

(7) Any other issues the Legislative Analyst deems appropriate.

Section 10609.32.

It is the intent of the Legislature that the chairperson of the board and the director of the department appear before the appropriate policy committees of both houses of the Legislature on or around January 1, 2026, and report on the implementation of the water use efficiency standards and water use reporting pursuant to this chapter. It is the intent of the Legislature that the topics to be covered include all of the following:

(a) The rate at which urban retail water suppliers are complying with the standards, and factors that might facilitate or impede their compliance.

(b) What enforcement actions have been taken, if any.

(c) The accuracy of the data and estimates being used to calculate urban water use objectives.

(d) Indications of the economic impacts, if any, of the implementation of this chapter on urban water suppliers and urban water users, including CII water users.

(e) The frequency of use of the bonus incentive, the volume of water associated with the bonus incentive, value to urban water suppliers of the bonus incentive, and any implications of the use of the bonus incentive on water use efficiency.

(f) An assessment of how implementing this chapter is affecting the efficiency of statewide urban water use.

Section 10609.34.

Notwithstanding Section 15300.2 of Title 14 of the California Code of Regulations, an action of the board taken under this chapter shall be deemed to be a Class 8 action, within the meaning of Section 15308 of Title 14 of the California Code of Regulations, provided that the action does not involve relaxation of existing water conservation or water use standards.

Section 10609.36.

(a) Nothing in this chapter shall be construed to determine or alter water rights. Sections 1010 and 1011 apply to water conserved through implementation of this chapter.

(b) Nothing in this chapter shall be construed to authorize the board to update or revise water use efficiency standards authorized by this chapter except as explicitly provided in this chapter. Authorization to update the standards beyond that explicitly provided in this chapter shall require separate legislation.

(c) Nothing in this chapter shall be construed to limit or otherwise affect the use of recycled water as seawater barriers for groundwater salinity management.

Section 10609.38.

The board may waive the requirements of this chapter for a period of up to five years for any urban retail water supplier whose water deliveries are significantly affected by changes in water use as a result of damage from a disaster such as an earthquake or fire. In establishing the period of a waiver, the board shall take into consideration the breadth of the damage and the time necessary for the damaged areas to recover from the disaster.

Urban Water Management Planning Act

This section contains information extracted from Water Code Division 6, *Conservation, Development, and Utilization of State Water Resources*, Part 2.6, *Urban Water Management Planning*. Click on any section header below to read Water Code directly at the California Legislative Information website.

Chapter 1. General Declaration and Policy, Sections 10610–10610.4

Section 10610.

This part shall be known and may be cited as the "Urban Water Management Planning Act."

Section 10610.2.

(a) The Legislature finds and declares all of the following:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands.

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for that use and the implementation of those plans can best be accomplished at the local level.

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate, and increasing long-term water conservation among Californians, improving water use efficiency within the state's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years now and into the foreseeable future, and every urban water supplier should collaborate closely with local land-use authorities to ensure water demand forecasts are consistent with current land-use planning.

(5) Public health issues have been raised over a number of contaminants that have been identified in certain local and imported water supplies.

(6) Implementing effective water management strategies, including groundwater storage projects and recycled water projects, may require

specific water quality and salinity targets for meeting groundwater basins water quality objectives and promoting beneficial use of recycled water.

(7) Water quality regulations are becoming an increasingly important factor in water agencies' selection of raw water sources, treatment alternatives, and modifications to existing treatment facilities.

(8) Changes in drinking water quality standards may also impact the usefulness of water supplies and may ultimately impact supply reliability.

(9) The quality of source supplies can have a significant impact on water management strategies and supply reliability.

(b) This part is intended to provide assistance to water agencies in carrying out their long-term resource planning responsibilities to ensure adequate water supplies to meet existing and future demands for water.

Section 10610.4.

The Legislature finds and declares that it is the policy of the state as follows:

(a) The management of urban water demands and efficient use of water shall be actively pursued to protect both the people of the state and their water resources.

(b) The management of urban water demands and efficient use of urban water supplies shall be a guiding criterion in public decisions.

(c) Urban water suppliers shall be required to develop water management plans to achieve the efficient use of available supplies and strengthen local drought planning.

Chapter 2. Definitions, Sections 10611–10618

Section 10611.

Unless the context otherwise requires, the definitions of this chapter govern the construction of this part.

Section 10611.3.

"Customer" means a purchaser of water from a water supplier who uses the water for municipal purposes, including residential, commercial, governmental, and industrial uses.

Section 10611.5.

"Demand management" means those water conservation measures, programs, and incentives that prevent the waste of water and promote the reasonable and efficient use and reuse of available supplies.

Section 10612.

"Drought risk assessment" means a method that examines water shortage risks based on the driest five-year historic sequence for the agency's water supply, as described in subdivision (b) of Section 10635.

Section 10613.

"Efficient use" means those management measures that result in the most effective use of water so as to prevent its waste or unreasonable use or unreasonable method of use.

Section 10614.

"Person" means any individual, firm, association, organization, partnership, business, trust, corporation, company, public agency, or any agency of such an entity.

Section 10615.

"Plan" means an urban water management plan prepared pursuant to this part. A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities. The components of the plan may vary according to an individual community or area's characteristics and its capabilities to efficiently use and conserve water. The plan shall address measures for residential, commercial, governmental, and industrial water demand management as set forth in Article 2 (commencing with Section 10630) of Chapter 3. In addition, a strategy and time schedule for implementation shall be included in the plan.

Section 10616.

"Public agency" means any board, commission, county, city and county, city, regional agency, district, or other public entity.

Section 10616.5.

"Recycled water" means the reclamation and reuse of wastewater for beneficial use.

Section 10617.

"Urban water supplier" means a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. An urban water supplier includes a supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers. This part applies only to water supplied from public water systems subject to Chapter 4 (commencing with Section 116275) of Part 12 of Division 104 of the Health and Safety Code.

Section 10617.5.

"Water shortage contingency plan" means a document that incorporates the provisions detailed in subdivision (a) of Section 10632 and is subsequently adopted by an urban water supplier pursuant to this article.

Section 10618.

"Water supply and demand assessment" means a method that looks at current year and one or more dry year supplies and demands for determining water shortage risks, as described in Section 10632.1.

Chapter 3. Urban Water Management Plans

Article 1. General Provisions, Sections 10620–10621

Section 10620.

(a) Every urban water supplier shall prepare and adopt an urban water management plan in the manner set forth in Article 3 (commencing with Section 10640).

(b) Every person that becomes an urban water supplier shall adopt an urban water management plan within one year after it has become an urban water supplier.

(c) An urban water supplier indirectly providing water shall not include planning elements in its water management plan as provided in Article 2 (commencing with Section 10630) that would be applicable to urban water suppliers or public agencies directly providing water, or to their customers, without the consent of those suppliers or public agencies.

(d)

(1) An urban water supplier may satisfy the requirements of this part by participation in areawide, regional, watershed, or basinwide urban water

management planning where those plans will reduce preparation costs and contribute to the achievement of conservation, efficient water use, and improved local drought resilience.

(2) Notwithstanding paragraph (1), each urban water supplier shall develop its own water shortage contingency plan, but an urban water supplier may incorporate, collaborate, and otherwise share information with other urban water suppliers or other governing entities participating in an areawide, regional, watershed, or basinwide urban water management plan, an agricultural management plan, or groundwater sustainability plan development.

(3) Each urban water supplier shall coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.

(e) The urban water supplier may prepare the plan with its own staff, by contract, or in cooperation with other governmental agencies.

(f) An urban water supplier shall describe in the plan water management tools and options used by that entity that will maximize resources and minimize the need to import water from other regions.

Section 10621.

(a) Each urban water supplier shall update its plan at least once every five years on or before July 1, in years ending in six and one, incorporating updated and new information from the five years preceding each update.

(b) Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days before the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision.

(c) An urban water supplier regulated by the Public Utilities Commission shall include its most recent plan and water shortage contingency plan as part of the supplier's general rate case filings.

(d) The amendments to, or changes in, the plan shall be adopted and filed in the manner set forth in Article 3 (commencing with Section 10640).

(e) Each urban water supplier shall update and submit its 2015 plan to the department by July 1, 2016.

(f) Each urban water supplier shall update and submit its 2020 plan to the department by July 1, 2021.

Article 2. Contents of Plans, Sections 10630–10634

Section 10630.

It is the intention of the Legislature, in enacting this part, to permit levels of water management planning commensurate with the numbers of customers served and the volume of water supplied, while accounting for impacts from climate change.

Section 10630.5.

Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

Section 10631.

A plan shall be adopted in accordance with this chapter that shall do all of the following:

(a) Describe the service area of the supplier, including current and projected population, climate, and other social, economic, and demographic factors affecting the supplier's water management planning. The projected population estimates shall be based upon data from the state, regional, or local service agency population projections within the service area of the urban water supplier and shall be in five-year increments to 20 years or as far as data is available. The description shall include the current and projected land uses within the existing or anticipated service area affecting the supplier's water management planning. Urban water suppliers shall coordinate with local or regional land use authorities to determine the most appropriate land use information, including, where appropriate, land use information obtained from local or regional land use authorities, as developed pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Title 7 of the Government Code.

(b) Identify and quantify, to the extent practicable, the existing and planned sources of water available to the supplier over the same five-year increments described in subdivision (a), providing supporting and related information, including all of the following:

(1) A detailed discussion of anticipated supply availability under a normal water year, single dry year, and droughts lasting at least five years, as well as more frequent and severe periods of drought, as described in the

drought risk assessment. For each source of water supply, consider any information pertinent to the reliability analysis conducted pursuant to Section 10635, including changes in supply due to climate change.

(2) When multiple sources of water supply are identified, a description of the management of each supply in correlation with the other identified supplies.

(3) For any planned sources of water supply, a description of the measures that are being undertaken to acquire and develop those water supplies.

(4) If groundwater is identified as an existing or planned source of water available to the supplier, all of the following information:

(A) The current version of any groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720), any groundwater management plan adopted by the urban water supplier, including plans adopted pursuant to Part 2.75 (commencing with Section 10750), or any other specific authorization for groundwater management for basins underlying the urban water supplier's service area.

(B) A description of any groundwater basin or basins from which the urban water supplier pumps groundwater.

(C) For basins that a court or the board has adjudicated the rights to pump groundwater, a copy of the order or decree adopted by the court or the board and a description of the amount of groundwater the urban water supplier has the legal right to pump under the order or decree. For a basin that has not been adjudicated, information as to whether the department has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin that characterizes the condition of the groundwater basin, and a detailed description of the efforts being undertaken by the urban water supplier to coordinate with groundwater sustainability agencies or groundwater management agencies listed in subdivision (c) of Section 10723 to maintain or achieve sustainable groundwater conditions in accordance with a groundwater sustainability plan or alternative adopted pursuant to Part 2.74 (commencing with Section 10720).

(D) A detailed description and analysis of the location, amount, and sufficiency of groundwater pumped by the urban water supplier for the past five years. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(E) A detailed description and analysis of the amount and location of groundwater that is projected to be pumped by the urban water

supplier. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

(c) Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.

(d)

(1) For an urban retail water supplier, quantify, to the extent records are available, past and current water use, over the same five-year increments described in subdivision (a), and projected water use, based upon information developed pursuant to subdivision (a), identifying the uses among water use sectors, including, but not necessarily limited to, all of the following:

(A) Single-family residential.

(B) Multifamily.

(C) Commercial.

(D) Industrial.

(E) Institutional and governmental.

(F) Landscape.

(G) Sales to other agencies.

(H) Saline water intrusion barriers, groundwater recharge, or conjunctive use, or any combination thereof.

(I) Agricultural.

(J) Distribution system water loss.

(2) The water use projections shall be in the same five-year increments described in subdivision (a).

(3)

(A) The distribution system water loss shall be quantified for each of the five years preceding the plan update, in accordance with rules adopted pursuant to Section 10608.34.

(B) The distribution system water loss quantification shall be reported in accordance with a worksheet approved or developed by the department through a public process. The water loss quantification worksheet shall be based on the water system balance methodology developed by the American Water Works Association.

(C) In the plan due July 1, 2021, and in each update thereafter, data shall be included to show whether the urban retail water supplier met

the distribution loss standards enacted by the board pursuant to Section 10608.34.

(4)

(A) Water use projections, where available, shall display and account for the water savings estimated to result from adopted codes, standards, ordinances, or transportation and land use plans identified by the urban water supplier, as applicable to the service area.

(B) To the extent that an urban water supplier reports the information described in subparagraph (A), an urban water supplier shall do both of the following:

(i) Provide citations of the various codes, standards, ordinances, or transportation and land use plans utilized in making the projections.

(ii) Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.

(a) Provide a description of the supplier's water demand management measures. This description shall include all of the following:

(1)

(A) For an urban retail water supplier, as defined in Section 10608.12, a narrative description that addresses the nature and extent of each water demand management measure implemented over the past five years. The narrative shall describe the water demand management measures that the supplier plans to implement to achieve its water use targets pursuant to Section 10608.20.

(B) The narrative pursuant to this paragraph shall include descriptions of the following water demand management measures:

(i) Water waste prevention ordinances.

(ii) Metering.

(iii) Conservation pricing.

(iv) Public education and outreach.

(v) Programs to assess and manage distribution system real loss.

(vi) Water conservation program coordination and staffing support.

(vii) Other demand management measures that have a significant impact on water use as measured in gallons per capita per day, including innovative measures, if implemented.

(2) For an urban wholesale water supplier, as defined in Section 10608.12, a narrative description of the items in clauses (ii), (iv), (vi), and (vii) of subparagraph (B) of paragraph (1), and a narrative description of its distribution system asset management and wholesale supplier assistance programs.

(f) Include a description of all water supply projects and water supply programs that may be undertaken by the urban water supplier to meet the total projected water use, as established pursuant to subdivision (a) of Section 10635. The urban water supplier shall include a detailed description of expected future projects and programs that the urban water supplier may implement to increase the amount of the water supply available to the urban water supplier in normal and single-dry water years and for a period of drought lasting five consecutive water years. The description shall identify specific projects and include a description of the increase in water supply that is expected to be available from each project. The description shall include an estimate with regard to the implementation timeline for each project or program.

(g) Describe the opportunities for development of desalinated water, including, but not limited to, ocean water, brackish water, and groundwater, as a long-term supply.

(h) An urban water supplier that relies upon a wholesale agency for a source of water shall provide the wholesale agency with water use projections from that agency for that source of water in five-year increments to 20 years or as far as data is available. The wholesale agency shall provide information to the urban water supplier for inclusion in the urban water supplier's plan that identifies and quantifies, to the extent practicable, the existing and planned sources of water as required by subdivision (b), available from the wholesale agency to the urban water supplier over the same five- year increments, and during various water-year types in accordance with subdivision (f). An urban water supplier may rely upon water supply information provided by the wholesale agency in fulfilling the plan informational requirements of subdivisions (b) and (f).

Section 10631.1.

(a) The water use projections required by Section 10631 shall include projected water use for single-family and multifamily residential housing needed for lower income households, as defined in Section 50079.5 of the Health and Safety Code, as identified in the housing element of any city, county, or city and county in the service area of the supplier.

(b) It is the intent of the Legislature that the identification of projected water use for single-family and multifamily residential housing for lower income households will assist a supplier in complying with the requirement under

Section 65589.7 of the Government Code to grant a priority for the provision of service to housing units affordable to lower income households.

Section 10631.2.

(a) In addition to the requirements of Section 10631, an urban water management plan shall include any of the following information that the urban water supplier can readily obtain:

(1) An estimate of the amount of energy used to extract or divert water supplies.

(2) An estimate of the amount of energy used to convey water supplies to the water treatment plants or distribution systems.

(3) An estimate of the amount of energy used to treat water supplies.

(4) An estimate of the amount of energy used to distribute water supplies through its distribution systems.

(5) An estimate of the amount of energy used for treated water supplies in comparison to the amount used for nontreated water supplies.

(6) An estimate of the amount of energy used to place water into or withdraw from storage.

(7) Any other energy-related information the urban water supplier deems appropriate.

(b) The department shall include in its guidance for the preparation of urban water management plans a methodology for the voluntary calculation or estimation of the energy intensity of urban water systems. The department may consider studies and calculations conducted by the Public Utilities Commission in developing the methodology.

(c) The Legislature finds and declares that energy use is only one factor in water supply planning and shall not be considered independently of other factors.

Section 10632.

(a) Every urban water supplier shall prepare and adopt a water shortage contingency plan as part of its urban water management plan that consists of each of the following elements:

(1) The analysis of water supply reliability conducted pursuant to Section 10635.

(2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:

(A) The written decision making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

(3)

(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross- reference relating its existing categories to the six standard water shortage levels.

(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(B) Locally appropriate demand reduction actions to adequately respond to shortages.

(C) Locally appropriate operational changes.

(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state- mandated prohibitions and appropriate to the local conditions.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

(5) Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communications.

(6) For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

(7)

(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1.

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code.

(8) A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1.

(9) For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

(10) Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

(b) For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

(c) The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

Section 10632.1.

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

Section 10632.2.

An urban water supplier shall follow, where feasible and appropriate, the prescribed procedures and implement determined shortage response actions in its water shortage contingency plan, as identified in subdivision (a) of Section 10632, or reasonable alternative actions, provided that descriptions of the alternative actions are submitted with the annual water shortage assessment report pursuant to Section 10632.1. Nothing in this section prohibits an urban water supplier from

taking actions not specified in its water shortage contingency plan, if needed, without having to formally amend its urban water management plan or water shortage contingency plan.

Section 10632.3.

It is the intent of the Legislature that, upon proclamation by the Governor of a state of emergency under the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code) based on drought conditions, the board defer to implementation of locally adopted water shortage contingency plans to the extent practicable.

Section 10632.5.

(a) In addition to the requirements of paragraph (3) of subdivision of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.

(b) An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.

(c) An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106- 390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.

Section 10633.

The plan shall provide, to the extent available, information on recycled water and its potential for use as a water source in the service area of the urban water supplier. The preparation of the plan shall be coordinated with local water, wastewater, groundwater, and planning agencies that operate within the supplier's service area, and shall include all of the following:

(a) A description of the wastewater collection and treatment systems in the supplier's service area, including a quantification of the amount of wastewater collected and treated and the methods of wastewater disposal.

(b) A description of the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.

(c) A description of the recycled water currently being used in the supplier's service area, including, but not limited to, the type, place, and quantity of use.

(d) A description and quantification of the potential uses of recycled water, including, but not limited to, agricultural irrigation, landscape irrigation, wildlife habitat enhancement, wetlands, industrial reuse, groundwater recharge, indirect potable reuse, and other appropriate uses, and a determination with regard to the technical and economic feasibility of serving those uses.

(e) The projected use of recycled water within the supplier's service area at the end of 5, 10, 15, and 20 years, and a description of the actual use of recycled water in comparison to uses previously projected pursuant to this subdivision.

(f) A description of actions, including financial incentives, which may be taken to encourage the use of recycled water, and the projected results of these actions in terms of acre-feet of recycled water used per year.

(g) A plan for optimizing the use of recycled water in the supplier's service area, including actions to facilitate the installation of dual distribution systems, to promote recirculating uses, to facilitate the increased use of treated wastewater that meets recycled water standards, and to overcome any obstacles to achieving that increased use.

Section 10634.

The plan shall include information, to the extent practicable, relating to the quality of existing sources of water available to the supplier over the same five-year increments as described in subdivision (a) of Section 10631, and the manner in which water quality affects water management strategies and supply reliability.

Article 2.5. Water Service Reliability, Section 10635

Section 10635.

(a) Every urban water supplier shall include, as part of its urban water management plan, an assessment of the reliability of its water service to its customers during normal, dry, and multiple dry water years. This water supply and demand assessment shall compare the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years, in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years. The water service reliability assessment shall be based upon the information compiled pursuant to Section 10631, including available data from state, regional, or local agency population projections within the service area of the urban water supplier.

(b) Every urban water supplier shall include, as part of its urban water management plan, a drought risk assessment for its water service to its customers as part of information considered in developing the demand management measures and water supply projects and programs to be included

in the urban water management plan. The urban water supplier may conduct an interim update or updates to this drought risk assessment within the five-year cycle of its urban water management plan update. The drought risk assessment shall include each of the following:

(1) A description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive water years, starting from the year following when the assessment is conducted.

(2) A determination of the reliability of each source of supply under a variety of water shortage conditions. This may include a determination that a particular source of water supply is fully reliable under most, if not all, conditions.

(3) A comparison of the total water supply sources available to the water supplier with the total projected water use for the drought period.

(4) Considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.

(c) The urban water supplier shall provide that portion of its urban water management plan prepared pursuant to this article to any city or county within which it provides water supplies no later than 60 days after the submission of its urban water management plan.

(d) Nothing in this article is intended to create a right or entitlement to water service or any specific level of water service.

(e) Nothing in this article is intended to change existing law concerning an urban water supplier's obligation to provide water service to its existing customers or to any potential future customers.

Article 3. Adoption and Implementation of Plans, Sections 10640–10645

Section 10640.

(a) Every urban water supplier required to prepare a plan pursuant to this part shall prepare its plan pursuant to Article 2 (commencing with Section 10630). The supplier shall likewise periodically review the plan as required by Section 10621, and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

(b) Every urban water supplier required to prepare a water shortage contingency plan shall prepare a water shortage contingency plan pursuant to Section 10632. The supplier shall likewise periodically review the water shortage contingency plan as required by paragraph (10) of subdivision (a) of

Section 10632 and any amendments or changes required as a result of that review shall be adopted pursuant to this article.

Section 10641.

An urban water supplier required to prepare a plan or a water shortage contingency plan may consult with, and obtain comments from, any public agency or state agency or any person who has special expertise with respect to water demand management methods and techniques.

Section 10642.

Each urban water supplier shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of both the plan and the water shortage contingency plan. Prior to adopting either, the urban water supplier shall make both the plan and the water shortage contingency plan available for public inspection and shall hold a public hearing or hearings thereon. Prior to any of these hearings, notice of the time and place of the hearing shall be published within the jurisdiction of the publicly owned water supplier pursuant to Section 6066 of the Government Code. The urban water supplier shall provide notice of the time and place of a hearing to any city or county within which the supplier provides water supplies. Notices by a local public agency pursuant to this section shall be provided pursuant to Chapter 17.5 (commencing with Section 7290) of Division 7 of Title 1 of the Government Code. A privately owned water supplier shall provide an equivalent notice within its service area. After the hearing or hearings, the plan or water shortage contingency plan shall be adopted as prepared or as modified after the hearing or hearings.

Section 10643.

An urban water supplier shall implement its plan adopted pursuant to this chapter in accordance with the schedule set forth in its plan.

Section 10644.

(a)

(1) An urban water supplier shall submit to the department, the California State Library, and any city or county within which the supplier provides water supplies a copy of its plan no later than 30 days after adoption. Copies of amendments or changes to the plans shall be submitted to the department, the California State Library, and any city or county within which the supplier provides water supplies within 30 days after adoption.

(2) The plan, or amendments to the plan, submitted to the department pursuant to paragraph (1) shall be submitted electronically and shall

include any standardized forms, tables, or displays specified by the department.

(b) If an urban water supplier revises its water shortage contingency plan, the supplier shall submit to the department a copy of its water shortage contingency plan prepared pursuant to subdivision (a) of Section 10632 no later than 30 days after adoption, in accordance with protocols for submission and using electronic reporting tools developed by the department.

(c)

(1)

(A) Notwithstanding Section 10231.5 of the Government Code, the department shall prepare and submit to the Legislature, on or before July 1, in the years ending in seven and two, a report summarizing the status of the plans and water shortage contingency plans adopted pursuant to this part. The report prepared by the department shall identify the exemplary elements of the individual plans and water shortage contingency plans. The department shall provide a copy of the report to each urban water supplier that has submitted its plan and water shortage contingency plan to the department. The department shall also prepare reports and provide data for any legislative hearings designed to consider the effectiveness of plans and water shortage contingency plans submitted pursuant to this part.

(B) The department shall prepare and submit to the board, on or before September 30 of each year, a report summarizing the submitted water supply and demand assessment results along with appropriate reported water shortage conditions and the regional and statewide analysis of water supply conditions developed by the department. As part of the report, the department shall provide a summary and, as appropriate, urban water supplier specific information regarding various shortage response actions implemented as a result of annual supplier-specific water supply and demand assessments performed pursuant to Section 10632.1.

(C) The department shall submit the report to the Legislature for the 2015 plans by July 1, 2017, and the report to the Legislature for the 2020 plans and water shortage contingency plans by July 1, 2022.

(2) A report to be submitted pursuant to subparagraph (A) of paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(d) The department shall make available to the public the standard the department will use to identify exemplary water demand management measures.

Section 10645.

(a) Not later than 30 days after filing a copy of its plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

(b) Not later than 30 days after filing a copy of its water shortage contingency plan with the department, the urban water supplier and the department shall make the plan available for public review during normal business hours.

Chapter 4. Miscellaneous Provisions, Sections 10650–10657

Section 10650.

Any actions or proceedings, other than actions by the board, to attack, review, set aside, void, or annul the acts or decisions of an urban water supplier on the grounds of noncompliance with this part shall be commenced as follows:

(a) An action or proceeding alleging failure to adopt a plan or a water shortage contingency plan shall be commenced within 18 months after that adoption is required by this part.

(b) Any action or proceeding alleging that a plan or water shortage contingency plan, or action taken pursuant to either, does not comply with this part shall be commenced within 90 days after filing of the plan or water shortage contingency plan or an amendment to either pursuant to Section 10644 or the taking of that action.

Section 10651.

In any action or proceeding to attack, review, set aside, void, or annul a plan or a water shortage contingency plan, or an action taken pursuant to either by an urban water supplier on the grounds of noncompliance with this part, the inquiry shall extend only to whether there was a prejudicial abuse of discretion. Abuse of discretion is established if the supplier has not proceeded in a manner required by law or if the action by the water supplier is not supported by substantial evidence.

Section 10652.

The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) does not apply to the preparation and adoption of plans pursuant to this part or to the implementation of actions taken pursuant to Section 10632. Nothing in this part shall be interpreted as exempting from the California Environmental Quality Act any project that would significantly affect water supplies for fish and wildlife, or any project for implementation of the

plan, other than projects implementing Section 10632, or any project for expanded or additional water supplies.

Section 10653.

The adoption of a plan shall satisfy any requirements of state law, regulation, or order, including those of the board and the Public Utilities Commission, for the preparation of water management plans, water shortage contingency plans, or conservation plans; provided, that if the board or the Public Utilities Commission requires additional information concerning water conservation, drought response measures, or financial conditions to implement its existing authority, nothing in this part shall be deemed to limit the board or the commission in obtaining that information. The requirements of this part shall be satisfied by any urban water demand management plan that complies with analogous federal laws or regulations after the effective date of this part, and which substantially meets the requirements of this part, or by any existing urban water management plan which includes the contents of a plan required under this part.

Section 10654.

An urban water supplier may recover in its rates the costs incurred in preparing its urban water management plan, its drought risk assessment, its water supply and demand assessment, and its water shortage contingency plan and implementing the reasonable water conservation measures included in either of the plans.

Section 10655.

If any provision of this part or the application thereof to any person or circumstances is held invalid, that invalidity shall not affect other provisions or applications of this part which can be given effect without the invalid provision or application thereof, and to this end the provisions of this part are severable.

Section 10656.

An urban water supplier is not eligible for a water grant or loan awarded or administered by the state unless the urban water supplier complies with this part.

Section 10657.

The department may adopt regulations regarding the definitions of water, water use, and reporting periods, and may adopt any other regulations deemed necessary or desirable to implement this part. In developing regulations pursuant to this section, the department shall solicit broad public participation from stakeholders and other interested persons.

Appendix B

DWR 2025 Urban Water Management Plan Tables

Submittal Table 2-1 Retail: Public Water Systems			
Public Water System Number	Public Water System Name	Number of Municipal Connections 2025	Volume of Water Supplied 2025 (AF)
Add additional rows as needed			
CA3110004	City of Lincoln	23,123	10,868
	Total	23,123	10,868
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.			
NOTES:			

Submittal Table 2-2: Plan Identification		
Select One	**Type of Plan**	**Name of Regional Alliance or RUWMP** (Drop Down List)
☑	**Individual UWMP**	
	If Water Supplier is also a member of a SB X7-7 Regional Alliance, select name from the drop-down.	
☐	**Regional Urban Water Management Plan (RUWMP)**	
	If Supplier selected RUWMP, select name from the drop-down.	
NOTES:		

Submittal Table 2-3: Supplier Identification	
Type of Supplier (select one or both)	
☐	Supplier is a wholesale supplier
☑	Supplier is a retail supplier
Fiscal or Calendar Year (select one)	
☑	UWMP Tables are in calendar years
☐	UWMP Tables are in fiscal years
If using fiscal years provide month and date that the fiscal year begins (mm/dd)	
Units of measure used in UWMP (Select from the drop down list).	
Unit	AF
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES:	

Submittal Table 2-4 Retail: Water Supplier Information Exchange Water Code Section 10631(h)
The retail Supplier has informed the following wholesale supplier(s) of projected water use.
Wholesale Water Supplier Name
Add additional rows as needed
Placer County Water Agency
Nevada Irrigation District

Submittal Table 3-1 Retail: Population - Current and Projected Water Code Section 10631(a)						
Population Served	2025	2030	2035	2040	2045	2050(opt)
	54,520	56,648	59,400	62,290	64,978	67,454
NOTES: (a) Population is from California Department of Finance Estimates, benchmarked to the 2020 Census. Population projections are based on DOF Report P-2A and projections for Placer County, applied to the City of Lincoln's 2025 population.						

Submittal Table 4-1 Retail: Total Uses for Potable and Non-Potable Water — Actual
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	2025 Actual Water Use[(a)]	
Drop down list May select each use multiple times These are the only use types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	Volume (AF)
Add additional rows as needed			
Single Family		Potable	7,758
Multi-Family		Potable	200
Commercial		Potable	497
Industrial		Potable	54
Institutional/Governmental		Potable	71
Landscape		Potable	1,124
Distribution System Water Loss		Potable	1,069
Other (optional)	Hydrant water	Potable	95
Industrial	Sierra Pacific Industries	Non-Potable	100
Landscape	Irrigation of City parks and landscaping	Non-Potable	12
Agricultural	Irrigation of farmland near WWTRF (outside of City limits)	Non-Potable	777
		Subtotal Potable	10,868
		Subtotal Non-Potable	889
		Total	11,757

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

(a) Does not include raw water delivered by PCWA or NID to customers within the City's water service area.

Submittal Table 4-2 Retail: Total Uses for Potable, and Non-Potable Water — Projected
Water Code Section 10631(d)(1)

Use Type	Additional Description (as needed)	Projected Water Use[a] (Report To the Extent that Records are Available)					
Drop down list May select each use multiple times These are the only Use Types that will be recognized by the WUEdata online submittal tool		**Potable or Non-Potable** (OPTIONAL) Drop down list	**2030 (AF)**	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 opt (AF)**
Single Family	Country Estates, Low Density Residential, Medium Density Residential	Potable	9,603	11,212	13,157	14,569	16,801
Multi-Family	High Density Residential	Potable	226	412	563	687	792
Commercial	Commercial, Business Professional, and Mixed Use	Potable	552	1,035	1,388	1,541	1,777
Industrial		Potable	101	166	213	260	300
Institutional/Governmental	Public	Potable	101	132	195	314	362
Landscape	Parks and Recreation	Potable	1,378	1,861	2,251	2,363	2,725
Other (optional)	Hydrant water[b]	Potable	100	105	110	116	122
Distribution System Water Loss	See note c	Potable	1,320	1,675	1,947	2,203	2,540
Industrial	Sierra Pacific Industries[d]	Non-Potable	116	172	172	172	172
Landscape	Irrigation of City parks and landscaping	Non-Potable	190	240	280	610	880
Agricultural	Irrigation of farmland near WWTRF (outside of City limits)[e]	Non-Potable	2,840	2,840	2,840	2,840	2,840
		Subtotal Potable	13,381	16,598	19,824	22,053	25,419
		Subtotal Non-Potable	3,146	3,252	3,292	3,622	3,892
		Total	16,527	19,850	23,116	25,675	29,311

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.

NOTES:

(a) Projected potable water demands includes existing use plus land use projections in the City's 2025 Water Master Plan Update that were updated for this UWMP to reflect accelerated growth and an increase in residential units in Village 7 in 2030. Projected non-potable water demands are based on the City's Reclamation Master Plan and are generally consistent with the non-potable water demands in the City's 2020 Urban Water Management Plan, with updates based on City staff input.

(b) Hydrant water use includes flushing, street sweeping, and construction and is anticipated to increase at an annual growth rate of 1 percent.

(c) Equal to 2025 water loss plus assumed unaccounted for water use of 10 percent for future developments.

(d) Based on current discussions between the City and Sierra Pacific Industries, recycled water use is projected to increase by approximately 100,000 gpd (112 AFY), from the previously projected 60 AFY in the 2020 UWMP to approximately 172 AFY by 2035, with incremental increases beginning in 2030 and remaining constant thereafter.

(e) Although agricultural water use outside City limits has recently declined significantly, this UWMP conservatively assumes agricultural water use will remain constant over the planning horizon.

Submittal Table 4-3 Retail: Inclusion in Water Use Projections Water Code Section 10631 (a), 10631 (d)(4)(A), and 10631 (d)(4)(B)	
Are Future Water Savings Included in Projections? **Drop down list (y/n)**	No
If "Yes" to above, **state the section or page number**, in the cell to the right, where citations of the codes, ordinances, or otherwise are utilized in demand projections are found. ***Optional*** Suppliers may complete Optional Submittal Table 4-4 R to quantify the expected savings.	
Are Lower Income Residential Demands Included In Projections? **Drop down list (y/n)**	Yes
Optional If the method for accounting Lower Income Residential Demands has been included, provide page number where this accounting can be found.	
DWR NOTES: Additional guidance is provided in Appendix K.	
NOTES:	

Submittal Table 4-5 Retail: Water Loss Audit Reporting Water Code Section 10631(d)(3)(A)		
Public Water System ID # Reported in Table 2-1 R	Reporting Period	Submitted to DWR Water Loss Audit Program (yes/no)
Report submittal status for all five years for each Public Water System as available. Add rows as needed		
CA3110004	**2020**	Yes
	2021	Yes
	2022	Yes
	2023	Yes
	2024	Yes
DWR NOTES: Suppliers will provide a link to the WUEdata submittals of their Water Loss Audit Reports.		
NOTES:		

Submittal Table 4-6 Retail: Progress Towards 2028 Water Loss Standard
Water Code Section 10631(d)(3)(C)

Public Water System ID # Reported in Submittal Table 2-1 R	Did the Water Board Calculate a Water Loss Standard for this Public Water System? (y/n) If no, Supplier will not complete this row.	Real Water Loss					Apparent Water Loss				
		State Water Board Standard		Most Recent AWWA Water Loss			State Water Board Standard		Most Recent AWWA Water Loss Audit[a]		
		2028 Real Water Loss Standard per Unit per day	Units for Real Water Loss Drop down list	Number of Units (Connections or Miles corresponding with units selected)	Volume of Total Real Loss (from AWWA Water Loss Audit) (AF)	Real Water Loss Per Unit per Day	2028 Apparent Water Loss Standard per Unit per Day	Units for Apparent Water Loss	Number of Connections	Volume of Total Apparent Loss (from AWWA Water Loss Audit) (AF)	Apparent Water Loss Per Unit per Day
Add additional rows as needed.											
CA3110004	Yes	33.4	Gallons per Service Connection per Day (GPSCD)	22,851	939.5	36.7	10.6	Gallons per Service Connection per Day (GPSCD)	22,851	259.2	10.1

Water Board's Calculated Water Loss Standards

DWR NOTES: Units of measure (AF, CCF, MG) for Water Loss **MUST** remain consistent with units reported in Submittal Table 2-3. The units reported in Submittal Table 2-3 are used in this table's calculations.

NOTES:

(a) Data from the City's 2024 AWWA Water Loss Audit. As the 2025 water audit has not yet been completed, the 2024 audit data was used to prepare Table 4-7. However, 2024 appears to be an outlier for water loss as the City met the water loss standards in 2022 and 2023. The increase in water loss for 2024 is likely due to unmetered flushing.

Submittal Table 5-1 Retail: SB X7-7 2020 Target Progress Water Code Section 10608.40						
☐	Check the box if the Supplier was not an Urban Water Supplier during or before the 2020 UWMP reporting cycle. Proceed to the next table.					
Was Supplier part of a merger or consolidation since 2020?	Regional Alliance Target or Individual Target? Drop down list	2020 Target	Actual 2020 GPCD	Did Supplier Achieve Targeted Reduction for 2020?	Only for suppliers that did not meet the Target in 2020 See DWR NOTES below.	
					Actual 2025 GPCD (From SB X7-7 Compliance Form)	Did Supplier meet the 2020 Target in 2025?
No	Individual Target	193	191	Yes		NA
DWR NOTES: **Suppliers calculating a 2025 GPCD** will need to complete and submit SB X 7-7 Compliance Tables to verify the use of SB X7-7 Methodologies. **Suppliers that were part of a merger or consolidation since 2020** see Chapter 5 and Appendix P for guidance.						
NOTES:						

Submittal Table 6-1 Retail: Groundwater Volume Pumped Water Code Section 10631(4) and 10631(4)(c)							
☐	Check the box if the Supplier does not pump groundwater. Proceed to the next table.						
☐	Check the box if all or part of the groundwater described below is desalinated. (OPTIONAL)						
Groundwater Type **Drop Down List** May use each category multiple times	Potable or Non-Potable (OPTIONAL) **Drop down list**	Location or Basin Name	2021 (AF)	2022 (AF)	2023 (AF)	2024 (AF)	2025 (AF)
Add additional rows as needed							
Alluvial Basin	Potable	North American Subbasin (5-21.64)	255	200	138	469	496
		Total	255	200	138	469	496
DWR NOTES: **Units of measure (AF, CCF, MG)** must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.							
NOTES							

Submittal Table 6-2 Retail: Wastewater Collected Within Service Area
Water Code Section 10633(a)

☐	Check the box if there is no wastewater collection system. Proceed to the next table.
	Percentage of 2025 service area served by wastewater collection system (OPTIONAL)
	Percentage of 2025 service area population served by wastewater collection system (OPTIONAL)

Wastewater Collection			Recipient of Collected Wastewater	
Name of Wastewater Collection Agency	Wastewater Volume Metered or Estimated? OPTIONAL **Drop Down List**	Volume of Wastewater Collected from UWMP Service Area 2025 (AF)[(a)]	Name of Wastewater Treatment Plant (WWTP) and Place ID Number **Drop down list**	Is WWTP Located Within UWMP Area? **Drop Down List**
Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA)	Metered	4,686	Other (provide name and ID in "NOTES" field)	Yes
Total Wastewater Received from UWMP Service Area in 2025:		4,686		

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:
(a) Wastewater collected within UWMP Service Area is equal to the total wastewater influent to the WWTF less wastewater flow from Placer County's Sewer Maintenance District No. 1.
(b) LiSWA owns and operates the wastewater treatment plant: LiSWA WWTRF, Place ID 238365, which was previously named "Lincoln City" prior to the formation of LiSWA in 2022.

Submittal Table 6-3 Retail: Wastewater Treatment and Outcomes Within UWMP Service Area
Water Code Section 10633(b)

☐ **Check the box if no wastewater is treated or disposed of within the UWMP service area.**
Proceed to the next table.

Wastewater Treatment Plant Name and Place ID Number[a] **Drop down list**	Does This Plant Treat Wastewater Generated Outside the UWMP Service Area? (OPTIONAL) **Drop down list**	2025 Volume of Wastewater Received from UWMP Service Area (As Reported in Submittal Table 6-2 R) (AF)	Total 2025 Volume of Water Treated (AF)	2025 Outcomes of Treated Wastewater										
				Water Recycled Within UWMP Service Area (enter data as applicable)		**Water Recycled Outside of UWMP Service Area** (enter data as applicable)		**Effluent Discharge that is not a Permitted Recycled Water Use** (enter data as applicable)		**Required Discharge for Instream Flow** (enter data as applicable)		**Delivered to Another Entity for Additional Treatment** (enter data as applicable)		
				Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Treatment Level **Drop down list**	Volume (AF)	Name of other entity
Other (provide name and ID in "NOTES" field)	Yes	4,686	6,375	Tertiary	112	Tertiary	777	Tertiary	5,156		0		0	
Total		4,686	6,375		112		777		5,156		0		0	

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
IPR: Indirect Potable Reuse would have the treatment level of its end use requirement in the Level of Treatment drop-down.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.

NOTES:
(a) Lincoln-Sewer Maintenance District 1 Wastewater Authority (LiSWA) owns and operates the wastewater treatment plant: LiSWA WWTRF, Place ID 238365, which was previously named "Lincoln City" prior to the formation of LiSWA in 2022.

Submittal Table 6-4 Retail: Recycled Water Direct Beneficial Uses Within Service Area
Water Code Section 10633 (c),(d),(e)

☐	Check box if recycled water is not used and is not planned for use within the service area of the supplier. The supplier will only complete the column on "Potential Recycled Water Use" and submit an accompanying narrative on the feasibility of that potential recycled water use.

Name(s) of Facility/ies Producing (Treating) the Recycled Water (OPTIONAL) :	Lincoln-Sewer Maintenance District 1 Wastewater Authority Wastewater Treatment and Reclamation Facility (WWTRF)
Name of Supplier Operating the Recycled Water Distribution System (OPTIONAL) :	City of Lincoln
Volume of Supplemental Water Added in 2025 (OPTIONAL) :	
Source of 2025 Supplemental Water (OPTIONAL) :	

Use Type **Drop down list**	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop down list	Additional Information (as needed)	2025 (AF)	2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)	**Potential Recycled Water Use**	
									Volume	Narrative page number (OPTIONAL)
Industrial	Non-Potable	Sierra Pacific Industries[a,b]	100	116	172	172	172	172		
Landscape	Non-Potable	Irrigation of City parks and landscaping[a,c]	12	190	240	280	610	880		
Agricultural	Non-Potable	Irrigation of farmland near WWTRF (outside of City limits)[a,d]	777	2,840	2,840	2,840	2,840	2,840		
		Subtotal Potable	0	0	0	0	0	0	0	
		Subtotal Non-Potable	889	3,146	3,252	3,292	3,622	3,892	0	
		Total	889	3,146	3,252	3,292	3,622	3,892	0	0

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
Additional Guidance: See Appendix M, Section M.21 for detailed guidance on this table.
Potential recycled water use: a description of the feasibility of these uses must be included in the narrative.
Multiple Producers: If you have multiple recycled water producers, submit a separate table for each.

NOTES:
(a) Projected recycled water demands are based on the City's Reclamation Master Plan and remain generally consistent with projections reported in the City's 2020 Urban Water Management Plan, with updates based on City staff input.
(b) Based on current discussions between the City and Sierra Pacific Industries, recycled water use is projected to increase by approximately 100,000 gpd (112 AFY), from the previously projected 60 AFY in the 2020 UWMP to approximately 172 AFY by 2035, with incremental increases beginning in 2030 and remaining constant thereafter.
(c) Projected recycled water use for 2040 is based on the projections for the Near-Term Development scenario presented in Table 6-10 of the City's Reclamation Master Plan. Landscape Irrigation projections for 2030 and 2035 are a linear progression between the 2020 and 2040 development scenarios. Landscape Irrigation projection for 2050 is based on a linear progression between the 2045 projection and the Long-Term Development scenario presented in Table 6-10 of the City's Reclamation Master Plan, assuming that the Long-Term Development scenario represents 2065 conditions.
(d) Although agricultural water use outside City limits has recently declined significantly, this UWMP conservatively assumes agricultural water use will remain constant over the planning horizon.

Submittal Table 6-5 Retail: 2020 UWMP Recycled Water Use Projection Compared to 2025 Actual
Water Code Section 10633(e)

☐	Check the box if recycled water was not used in 2025 nor previously projected for use in 2020. Proceed to the next table.

Use Type Drop Down list	2020 Projection for 2025 (AF)	2025 Actual Use (AF)
Industrial use	60	100
Landscape irrigation (exc golf courses)[(a)]	150	12
Agricultural irrigation[(b)]	2,840	777
Total	3,050	889

NOTES:
(a) Recent development has not occurred adjacent to existing recycled water infrastructure, limiting connection opportunities.
(b) Since the 2020 UWMP, Machado Farm was sold and no longer receives recycled water deliveries.

Submittal Table 6-6 Retail: Methods to Encourage Future Recycled Water Use
Water Code Section 10633 (f)

☐	Check the box if the Supplier does not plan to expand recycled water use in the future. Supplier will not complete the table below but will provide narrative explanation.
	Provide page location of narrative in the UWMP

Name of Action	Description	Planned Implementation Year	Expected Increase in Recycled Water Use (AF)
Phase II Reclamation Project		Ongoing	Varies
Recycled Water Infrastructure Installation in New Development	Require installation of recycled water distribution mains within new developments to facilitate future recycled water connections.	Ongoing	Varies
Municipal Code Requirements for Construction Use of Recycled Water	Enforce LMC Section 13.04.150 requiring recycled water use for eligible construction projects within one mile of the WWTRF fill station.	Existing / Ongoing	Varies
		Total (AF)	0
		Unit Conversion to AF	0

DWR NOTES:
Units of measure (AF, CCF, MG) MUST remain consistent with units reported in Submittal Table 2-3. This table identifies the unit of measure selected in Submittal Table 2-3.
The unit conversion to Acre Feet addresses the Water Code's requirement that this value be provided in acre-

NOTES:

Submittal Table 6-7 Retail: Expected Future Water Supply Projects or Programs
Water Code Section 10631(f)

☐	Check the box if there are no expected future water supply projects or programs that provide a quantifiable increase to the agency's water supply. Proceed to the next table.
☑	Check the box if some or all of the supplier's future water supply projects or programs are not compatible with this table and are described in a narrative format.
Sections 6.9.3 and 6.9.4	Provide page location of narrative in the UWMP

Name of Future Projects or Programs[(a)]	Joint Project with other suppliers?		Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Planned Implementation Year	Planned for Use in Year Type **Drop Down List**	Expected Increase in Water Supply to Supplier (This may be a range) (AF)
	Drop Down List (yes/no)	If Yes, Supplier Name					
Add additional rows as needed							
Ophir Water Treatment Plant Phase 1	Yes	Placer County Water Agency	See note (b)	Potable	2030 - 2040	All Year Types	560 - 5,600
Ophir Water Treatment Plant Phases 2 and 3	Yes	Placer County Water Agency	See note (c)	Potable	2040 onwards	All Year Types	11,200
Aquifer Storage and Recovery Groundwater Wells	No		See note (d)	Potable	2030 onwards	Single-Dry and Multi-Dry Year	1,900 - 15,235

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3. This table identifies the unit of measure reported in Submittal Table 2-3.

NOTES:
(a) The City is evaluating groundwater recharge and recycled water system expansion; these projects do not have quantifiable supply increases and are discussed in Sections 6.9.3 and 6.9.4.
(b) In 2023, the City adopted Resolution No. 2023-109 approving a funding agreement with PCWA for Phase 1 of the Ophir Water Treatment Plant. The City's partner capacity is expected to begin in 2030 at 0.46 mgd (560 AFY) and increase incrementally to up to 5 mgd (5,600 AFY) over approximately 10 years. The range shown reflects this incremental increase.
(c) Additional capacity from Phases 2 and 3 is assumed to begin in 2040 and become incrementally available to the City with an estimated maximum capacity of approximately 10 MGD (11,200 AFY) beyond 20-year UWMP planning time frame.
(d) ASR wells are planned to support peak demands, system resiliency, and conjunctive use operations. The capacity range shown (1,900–15,235 AFY) represents the incremental addition of one to eight ASR wells, assuming approximately 1.7 MGD (1,900 AFY) per well, as planned in the City's 2025 WMPU.

Submittal Table 6-8 Retail: Water Supplies — Actual Water Code Section 10631 (b)				
Water Supply		**2025**		
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Description (as needed)	**Potable or Non-Potable** (after treatment if treated) (OPTIONAL) Drop Down list	Actual Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below (AF)
Purchased or Imported Water	PCWA Surface Water[a,b]	Potable	8,932	
Purchased or Imported Water	NID Surface Water[a]	Potable	1,440	
Groundwater (not desalinated)		Potable	496	
Recycled Water		Non-Potable	889	
		Subtotal Potable	10,868	0
		Subtotal Non-Potable	889	0
		Total	10,868	0

NOTES:

(a) The City purchases NID supply from PCWA, which is treated and delivered through PCWA facilities.

(b) PCWA supply is equal to total potable supply delivered via PCWA facilities to the City less NID supply.

Submittal Table 6-9 Retail: Water Supplies — Projected
Water Code Section 10631 (b)

Water Supply		Potable or Non-Potable	Projected Water Supply (Report to the Extent Practicable)									
			2030		2035		2040		2045		2050 (opt)	
Drop down list May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool	Additional Detail on Water Supply	(after treatment if treated) (OPTIONAL) Drop Down list	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below	Reasonably Available Volume (AF)	Total Entitlement (OPTIONAL) See 'DWR Notes' below
Purchased or Imported Water	PCWA Surface Water	Potable	12,043		14,938		17,842		19,848		22,877	
Purchased or Imported Water	NID Surface Water	Potable	0		0		0		0		0	
Groundwater (not		Potable	1,338		1,660		1,982		2,205		2,542	
Recycled Water		Non-Potable	3,146		3,252		3,292		3,622		3,892	
		Subtotal Potable	13,381	0	16,598	0	19,824	0	22,053	0	25,419	0
		Subtotal Non-Potable	3,146	0	3,252	0	3,292	0	3,622	0	3,892	0
		Total	16,527	0	19,850	0	23,116	0	25,675	0	29,311	0

DWR NOTES:
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.
Total Entitlement: e.g. Water Right, Groundwater Allocation, Contracted Amount.

NOTES:

Optional Submittal Table O-1B: Recommended Energy Reporting - SINGLE DELIVERY PRODUCT - TOTAL UTILITY APPROACH

Water Delivery Product drop down list (If delivering more than one type of product recommend using Table O-1C)	Retail Potable Deliveries	**Only for Water Delivery Products Under the Urban Water Supplier's Operational Control**		
Start Date of Reporting Period	1/1/2025	**Sum of All Water Management Processes**	**Non-Consequential Hydropower**	
End Date of Reporting Period	12/31/2025			
Is upstream embedded energy in the values reported?	No			
Units of Measure for Water	AF	**Total Utility** See DWR NOTES	**Hydropower**	**Net Utility**
Volume of Water Entering Process		10,868	-	10,868
Energy Consumed (kWh)		388,925	-	388,925
Energy Intensity (kWh/vol. converted to MG)		110	-	110

Quantity of Self-Generated Renewable Energy

0 kWh

Data Quality (Estimate, Metered Data, Combination of Estimates and Metered Data)

Combination of Estimates and Metered Data

Data Quality Narrative:

Energy consumption data provided by PG&E.

Narrative:

Energy consumed is from City groundwater wells and single booster pump station only.

NOTES:

Optional Submittal Table O-2: Recommended Energy Reporting - WASTEWATER AND RECYCLED WATER					
Start Date of Reporting Period	1/1/2025	Only for Water Delivery Products Under the Urban Water Supplier's Operational Control			
End Date of Reporting Period	12/31/2025				
Is upstream embedded energy in the values reported?	NO	Water Management Process			
Units of Measure for Water	AF	Collection / Conveyance	Treatment	Discharge / Distribution	Total
Volume of Wastewater Entering Process (volume units selected above)					0
Wastewater Energy Consumed (kWh)		252,154			252,154
Wastewater Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0
Volume of Recycled Water Entering Process (volume units selected above)					0
Recycled Water Energy Consumed (kWh)					0
Recycled Water Energy Intensity (kWh/volume converted to MG)		0.0	0.0	0.0	0.0

Quantity of Self-Generated Renewable Energy related to recycled water and wastewater operations

0 kWh

Data Quality (drop down)

Combination of Estimates and Metered Data

Data Quality Narrative:

Energy consumption data provided by PG&E.

Narrative:

Since LiSWA is responsible for wastewater and recycled water services to the City, energy consumption data at the level necessary to attribute energy use to separate processes is not readily available to the City. City staff were only able to obtain and report energy use for wastewater collection and conveyance. Data not readily available were left blank.

NOTES:

Optional Submittal Table 7-1 Retail: Basis of Water Year Data (Reliability Assessment)			
Year Type	**Base Year** If not using a calendar year, type in the last year of the fiscal, water year, or range of years, for example, water year 2024-2025, use 2025	**Available Supplies if Year Type Repeats**[a,b]	
		☐ Check the box if quantification of available supplies is not compatible with this table and is provided elsewhere in the UWMP. **Location:** [insert location from UWMP]	
		Quantification of available supplies is provided in this table as either volume only, percent only, or both.	
		Volume Available (AF)	**% of Average Supply**
Average Year	See Notes		100%
Single-Dry Year	1977		100%
Consecutive Dry Years 1st Year	1988		100%
Consecutive Dry Years 2nd Year	1989		100%
Consecutive Dry Years 3rd Year	1990		100%
Consecutive Dry Years 4th Year	1991		100%
Consecutive Dry Years 5th Year	1992		100%

DWR NOTES: Supplier may use multiple versions of Submittal Table 7-1 R if different water sources have different base years and the supplier chooses to report the base years for each water source separately. If a Supplier uses multiple versions of Submittal Table 7-1 R, in the "Note" section of each submittal table, state that multiple versions of Submittal Table 7-1 R are being used and identify the particular water source that is being reported in each submittal table.
Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in

NOTES:
(a) PCWA uses modeling of the long-term hydrologic record to determine available supplies in an average year.
(b) This table reports the reliability of PCWA surface water supplies, City-operated groundwater supplies, and recycled water supplies. Each source is independently projected to meet 100 percent of available supply during the identified base years.

Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison Water Code Section 10635 (a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals (autofill from Submittal Table 6-9 R)	16,527	19,850	23,116	25,675	29,311
Use totals (autofill from Submittal Table 4-2 R)	16,527	19,850	23,116	25,675	29,311
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES:					

OPTIONAL Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison - POTABLE					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals (autofill from Submittal Table 6-9 R)	13,381	16,598	19,824	22,053	25,419
Use totals (autofill from Submittal Table 4-2 R)	13,381	16,598	19,824	22,053	25,419
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
NOTES:					

OPTIONAL Submittal Table 7-2 Retail: Normal Year Supply and Use Comparison - NON-POTABLE					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals (autofill from Submittal Table 6-9 R)	3,146	3,252	3,292	3,622	3,892
Use totals (autofill from Submittal Table 4-2 R)	3,146	3,252	3,292	3,622	3,892
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
NOTES:					

Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison Water Code Section 10635(a)					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	16,527	19,850	23,116	25,675	29,311
Use totals	16,527	19,850	23,116	25,675	29,311
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

OPTIONAL Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison - POTABLE					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	13,381	16,598	19,824	22,053	25,419
Use totals	13,381	16,598	19,824	22,053	25,419
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

OPTIONAL Submittal Table 7-3 Retail: Single Dry Year Supply and Use Comparison - NON-POTABLE					
	2030 (AF)	**2035 (AF)**	**2040 (AF)**	**2045 (AF)**	**2050 (AF)**
Supply totals	3,146	3,252	3,292	3,622	3,892
Use totals	3,146	3,252	3,292	3,622	3,892
Surplus/(shortfall)	0	0	0	0	0
OPTIONAL Planned WSCP Actions					
WSCP - supply augmentation benefit					
WSCP - use reduction savings benefit					
Revised Surplus/(shortfall)					
DWR NOTES : Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.					
NOTES					

Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison
Water Code Section 10635(a)

		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	16,527	19,850	23,116	25,675	29,311
	Use totals	16,527	19,850	23,116	25,675	29,311
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Second year	Supply totals	17,170	20,495	23,562	26,348	29,311
	Use totals	17,170	20,495	23,562	26,348	29,311
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Third year	Supply totals	17,814	21,140	24,008	27,021	29,311
	Use totals	17,814	21,140	24,008	27,021	29,311
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fourth year	Supply totals	18,457	21,786	24,453	27,695	29,311
	Use totals	18,457	21,786	24,453	27,695	29,311
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					
Fifth year	Supply totals	19,101	22,431	24,899	28,368	29,311
	Use totals	19,101	22,431	24,899	28,368	29,311
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply augmentation benefit					
	WSCP - use reduction savings benefit					
	Revised Surplus/(shortfall)					

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

(a) No WSCP actions are planned for these years, as no supply shortfalls are projected.

OPTIONAL Submittal Table 7-4 Retail: Multiple Dry Years Supply and Use Comparison - NON-POTABLE						
		2030 (AF)	2035 (AF)	2040 (AF)	2045 (AF)	2050 (AF)
First year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply					
	WSCP - use					
	Revised					
Second year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL WSCP Actions					
	WSCP - supply					
	WSCP - use					
	Revised					
Third year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply					
	WSCP - use					
	Revised					
Fourth year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply					
	WSCP - use					
	Revised					
Fifth year	Supply totals	3,146	3,252	3,292	3,622	3,892
	Use totals	3,146	3,252	3,292	3,622	3,892
	Surplus/(shortfall)	0	0	0	0	0
	OPTIONAL Planned WSCP Actions					
	WSCP - supply					
	WSCP - use					
	Revised Surplus/(shortfall)					

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

Submittal Table 7-5 Retail: Five-Year Drought Risk Assessment Water Code Section 10635(b)(3)	
2026	**Total**
Total Water Use (AF)	11,370
Total Supplies (AF)	11,370
Surplus/Shortfall w/o WSCP Action[(a)]	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2027	**Total**
Total Water Use (AF)	11,873
Total Supplies (AF)	11,873
Surplus/Shortfall w/o WSCP Action[(a)]	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2028	**Total**
Total Water Use (AF)	12,376
Total Supplies (AF)	12,376
Surplus/Shortfall w/o WSCP Action[(a)]	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2029	**Total**
Total Water Use (AF)	12,879
Total Supplies (AF)	12,879
Surplus/Shortfall w/o WSCP Action[(a)]	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
2030	**Total**
Total Water Use (AF)	13,381
Total Supplies (AF)	13,381
Surplus/Shortfall w/o WSCP Action[(a)]	0
OPTIONAL Planned WSCP Actions (use reduction and supply augmentation)	
WSCP - supply augmentation benefit (AF)	
WSCP - use reduction savings benefit (AF)	
Revised Surplus/(shortfall)	
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.	
NOTES: (a) No WSCP actions are planned for these years, as no supply shortfalls are projected.	

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%		
2	Up to 20%		
3	Up to 30%		
4	Up to 40%		
5	Up to 50%		
6	>50%		
NOTES:			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value[(a)] (May be a range) (AF)	
Add additional rows as needed				
1	Expand Public Information Campaign	Percentage	Up to 10%	City will expand volume and breadth of public outreach.
2	Other Actions (describe)	Percentage	Up to 10%	City will expand leak detection program to reduce water system losses.
2	Other Actions (describe)	Percentage	Up to 5%	City will reduce flushing, use of construction water, and street sweeping to reduce potable water demand.
3 - 6	New Recycled Water	Percentage	Up to 15%	City will expedite connecting new users to recycled water system to reduce potable water demand.
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				

NOTES:
(a) Value shown is the shortage gap reduction value for the associated action. However, in practice, actual total shortage gap reduction would be cumulative and include shortage gap reductions from lower shortage levels.

Submittal Table 8-3 Retail: Demand Reduction Actions
Water Code Section 10632(a)(4)(B),(D), and (E)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
0	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Not readily quantifiable		Required at all times pursuant to LMC §13.04.410 (maintenance of water pipes; prohibition on leaks).	Yes
0	Landscape - Restrict or prohibit runoff from landscape irrigation	Not readily quantifiable		Unreasonable or wasteful runoff prohibited pursuant to LMC §13.04.440.	Yes
0	Other - Require automatic shut of hoses	Not readily quantifiable. City has permanent ordinance which prohibits		Open-hose watering prohibited pursuant to LMC §13.04.420.	Yes
0	Water Features - Restrict water use for decorative water features, such as fountains	Boosts the effectiveness of other methods - not readily quantifiable		Decorative fountains without recirculating systems prohibited pursuant to LMC §13.04.430.	Yes
1	Pools and Spas - Require covers for pools and spas	Evapotranspiration of approximate surface area of pools			Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Boosts the effectiveness of other methods - not readily quantifiable		Water leaks shall be repaired within five days or sooner if required by City.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation. Not readility quantifiable.		Operation of ornamental fountains that do not have a recirculating system is prohibited.	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Not readility quantifiable. City has permanent ordinance which prohibits			Yes
1	Landscape - Other landscape restriction or prohibition	Not readility quantifiable. Dependent on number of precipitation events.		Outdoor irrigation shall not occur during precipitation events or within 24 hours of a rain event that produced 0.20 inches of precipitation or more.	Yes
1	CII - Other CII restriction or prohibition	Boosts other methods as a public display of drought conservation. Not readility quantifiable.		Operators of hotels, motels, and other commercial establishments offering lodging shall post in each room and at each site, a Notice of Drought Condition, approved by the Director of Public Services.	Yes
1	CII - Restaurants may only serve water upon request	50 gal/day/commercial connection			Yes
2	Landscape - Limit landscape irrigation to specific times	Depends on times that irrigation will be allowed, but can reduce water use by 20-25 gallons per day per household		Outdoor irrigation is prohibited between the hours of 8:00 AM and 9:00 PM. Implemented pursuant to City authority under LMC §13.04.430 and adopted water shortage response actions.	Yes
2	Landscape - Limit landscape irrigation to specific days	22 percent reduction in irrigation demands		Outdoor irrigation of ornamental turf shall be limited to no more than three days per week. The allowable days for irrigation will be established by the City.	Yes
2	Other - Prohibit use of potable water for washing hard surfaces	Boosts other methods - not readily quantifiable			Yes
3	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation. Not readility quantifiable.		Operation of all ornamental fountains is prohibited.	Yes
3	Landscape - Other landscape restriction or prohibition	Boosts the effectiveness of other methods - not readily quantifiable		Planting or seeding of new ornamental turf is prohibited, including new turf planted or seeded to replace existing turf.	Yes
3	Landscape - Limit landscape irrigation to specific days	33 percent reduction in irrigation demands		Outdoor irrigation of ornamental turf shall be limited to no more than two days per week. The allowable days for irrigation will be established by the City.	Yes
4	Other water feature or swimming pool restriction	Boosts the effectiveness of other methods - not readily quantifiable		Introduction of water into swimming pools and spas is prohibited except to maintain structural integrity of such facilities.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	100-200 gal/year/residential connection			Yes
5	Landscape - Prohibit certain types of landscape irrigation	90 percent reduction in irrigation demands		Irrigation of yards or other landscaped areas containing lawn or turf grass is prohibited. Irrigation of trees is allowed.	Yes
6	Other	Up to shortage gap		Potable water to be used for health and safety purposes only.	Yes

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

Submittal Table 10-1 Retail: Notification to Cities and Counties Water Code Section 10621(b) and 10642		
City Name[(a)]	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Lincoln	Yes	Yes
Roseville	Yes	Yes
County Name **Drop Down List**	60 Day Notice **Drop Down (yes/no)**	Notice of Public Hearing **Drop Down (yes/no)**
Placer County	Yes	Yes

NOTES:
(a) Other agencies the City provided notice to include California American Water District, Nevada Irrigation District, Placer County Water Agency, Sacramento Area Council of Governments, and South Sutter Water District.

Appendix C

DWR 2025 Urban Water Management Plan Checklist

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Chapter 1	10615	A plan shall describe and evaluate sources of supply, reasonable and practical efficient uses, reclamation and demand management activities.	Introduction and Overview	n/a	Executive Summary
x	x	Chapter 1	10630.5	Each plan shall include a simple description of the Supplier's plan including water availability, future requirements, a strategy for meeting needs, and other pertinent information. Additionally, a Supplier may also choose to include a simple description at the beginning of each chapter.	Plan Preparation	n/a	Executive Summary
x	x	Section 2.1	10620(b)	Every person that becomes a Supplier shall adopt UWMP within one year after it has become a Supplier.	Plan Preparation	n/a	n/a
x	n/a	Section 2.5	10644	Supplier shall report the Public Water Systems number, volume of delivered water, and number of connections that are included in this UWMP.	Plan Preparation	2-1	Section 2.1
x	x	Section 2.5	10644	Supplier shall report if this UWMP is an individual UWMP and whether the Supplier belongs to a regional UWMP or regional alliance.	Plan Preparation	2-2	Section 2.2
x	x	Section 2.5	10644	Supplier shall report whether the data is in fiscal or calendar years and the units of measure used for reporting water volumes.	Plan Preparation	2-3	Section 2.3
x	x	Section 2.4	10642	Provide supporting documentation that the Supplier has encouraged active involvement of diverse social, cultural, and economic elements of the population within the service area prior to and during the preparation of the plan and contingency plan.	Plan Preparation	n/a	Section 2.4 and Appendix D

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 2.4.2	10620(d)(3)	Coordinate the preparation of its plan with other appropriate agencies in the area, including other Suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable.	Plan Preparation	n/a	Section 2.4.2
x	n/a	Section 2.4.1	10631(h)	Retail Suppliers will include documentation that they have provided their Wholesale Supplier(s)—if any—with water use projections from that source.	Plan Preparation	2-4 R	Section 2.4.1
n/a	x	Section 2.4.1	10631(h)	Wholesale Suppliers will provide their Suppliers with identification and quantification of the existing and planned sources of water available from the Wholesale Supplier to the Supplier during various water year types.	Plan Preparation	2-4 W	n/a
x	x	Chapter 3.0	10631(a)	Describe the Supplier service area.	System Description	n/a	Sections 3.1 and 3.2
x	x	Section 3.3	10631(a)	Describe the climate of the Supplier's service area.	System Description	n/a	Section 3.3
x	x	Section 3.4.1	10631(a)	Provide the current and projected service area populations for 2030, 2035, 2040, 2045 and optionally 2050.	System Description	3-1	Section 3.4.1
x	x	Section 3.4.2	10631(a)	Describe other social, economic, and demographic factors affecting the Supplier's water management planning.	System Description	n/a	Section 3.4.2

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 3.5	10631(a)	Describe the land uses within the service area… include the current and projected land uses within the existing or anticipated service area affecting the Supplier's water management planning. Describe the land uses within the service area.	System Description and Baselines	n/a	Section 3.5
x	Optional	Sections 4.2.3 and 4.2.4	10631(d)(1)	Quantify past, current, and projected water use, identifying the uses among water use sectors.	System Water Use	4-1 and 4-2	Section 4.2
x	Optional	Section 4.3.1	10631(d)(3)(A)	Report the distribution system water loss for each of the five years preceding the plan update.	System Water Use	4-5	Section 4.3
x	n/a	Section 4.3.2	10631(d)(3)(C)	Retail Suppliers shall provide data to show the distribution loss standards were met.	System Water Use	4-6	Section 4.3
x	n/a	Section 4.2.5.4	10631.1(a)	Include projected water use needed for lower income housing projected in the service area of the Supplier.	System Water Use	4-3	Section 4.2.6
x	n/a	Section 4.2.5.3	10631(d)(4)(A)	In projected water use, include estimates of water savings from adopted codes, plans, and other policies or laws.	System Water Use	4-3	Section 4.2.5
x	n/a	Section 4.2.5.3	10631(d)(4)(B)	Provide citations of codes, standards, ordinances, or plans used to make water use projections.	System Water Use	4-3	Section 4.2.5
x	n/a	Section 4.2.5.3	10631(d)(4)(B)(ii)	To the extent that a Supplier reports the information described in subparagraph (A), an urban water Supplier shall… Indicate the extent that the water use projections consider savings from codes, standards, ordinances, or transportation and land use plans. Water use projections that do not account for these water savings shall be noted of that fact.	System Water Use	4-3	Section 4.2.5

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 4.2.5.6	10635(b)	Demands under climate change considerations must be included as part of the drought risk assessment.	System Water Use	n/a	Section 4.4
n/a	x	Section 5.1	10608.36	Wholesale Suppliers shall include an assessment of present and proposed future measures, programs, and policies to help their Retail Suppliers achieve targeted water use reductions.	Baselines and Targets	n/a	n/a
x	n/a	Section 5.2	10608.4	Retail Suppliers shall report on their compliance in meeting their water use targets. Reporting requirements will vary depending on whether the Supplier: • Was considered an urban retail water supplier in 2020, • Met its 2020 target in 2020, or • Was part of a merger or consolidation since 2020. Chapter 5 Subsections 5.2.1, 5.2.2, and 5.2.3 address each of these situations.	Baselines and Targets	5-1	Section 5.2
x	x	Section 6.1	10631(b)(2)	When multiple sources of water supply are identified, describe the management of each supply in relationship to other identified supplies.	System Supplies	n/a	Sections 6.1, 6.2, 6.3, 6.6, and 6.9
x	x	Sections 6.1 and 6.2	10631(b)(1)	Provide a discussion of anticipated supply availability under a normal, single dry year, and a drought lasting five years, as well as more frequent and severe periods of drought, including changes in supply due to climate change.	System Supplies	n/a	Sections 6.10 and 6.11; Chapter 7

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 6.2.2	10631(b)(4)(C)	Indicate whether groundwater is an existing or planned source of water available to the Supplier. If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	Water Supplies and Recycled Water	6-1	Section 6.3
x	x	Section 6.2.2	10631(b)(4)(A)	Indicate whether a groundwater sustainability plan or groundwater management plan has been adopted by the Supplier or if there is any other specific authorization for groundwater management. Include a copy of the plan or authorization.	System Supplies	n/a	Section 6.3
x	x	Section 6.2.2	10631(b)(4)(B)	Describe the groundwater basin.	System Supplies	n/a	Section 6.3.1
x	x	Section 6.2.2	10631(b)(4)(B)	Indicate if the basin has been adjudicated and include a copy of the court order or decree and a description of the amount of water the Supplier has the legal right to pump.	System Supplies	n/a	Section 6.3.1
x	x	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… (include) information as to whether DWR has identified the basin as a high- or medium-priority basin in the most current official departmental bulletin…	Water Supplies and Recycled Water	n/a	Section 6.3.1
x	x	Section 6.2.2	10631(b)(4)(B)	For unadjudicated basins… describe efforts by the Supplier to coordinate with sustainability or groundwater agencies to achieve sustainable groundwater conditions.	Water Supplies and Recycled Water	n/a	Section 6.3.1

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 6.2.2.	10631(b)(4)(C)	If groundwater is identified as an existing or planned source of water… (include) a detailed description and analysis of the location, amount and sufficiency of groundwater pumped by the Supplier for the past five years.	System Supplies	6-1	Section 6.3.3
x	x	Section 6.2.2	10631(b)(4)(D)	Provide a detailed description and analysis of the amount and location of groundwater that is projected to be pumped.	System Supplies	6-9	Sections 6.3.4 and 6.10
x	x	Section 6.1	10631(b)	Identify and quantify the existing and planned sources of water available for 2025, 2030, 2035, 2040, 2045 and optionally 2050.	System Supplies	6-8 and 6-9	Section 6.10
x	x	Section 6.2.7	10631(c)	Describe the opportunities for exchanges or transfers of water on a short-term or long-term basis.	System Supplies	n/a	Section 6.8
x	n/a	Section 6.2.5	10633(a)	Describe the wastewater collection and treatment systems in the Supplier's service area with quantified amount of collection and treatment and the disposal methods.	System Supplies (Recycled Water)	6-2	Section 6.6.1.1
x	x	Section 6.2.5	10633(b)	Describe the quantity of treated wastewater that meets recycled water standards, is being discharged, and is otherwise available for use in a recycled water project.	System Supplies (Recycled Water)	6-3	Section 6.6.1.2
x	x	Section 6.2.5	10633(c)	Describe the recycled water currently being used in the Supplier's service area.	System Supplies (Recycled Water)	6-4	Sections 6.6.3
x	x	Section 6.2.5	10633(d)	Describe and quantify the potential uses of recycled water and provide a determination of the technical and economic feasibility of those uses.	System Supplies (Recycled Water)	6-4	Section 6.6.3

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 6.2.5	10633(e)	Describe the projected use of recycled water within the Supplier's service area at the end of 5, 10, 15, and 20 years, and describe the actual use of recycled water in comparison to uses previously projected.	System Supplies (Recycled Water)	6-4 and 6-5	Section 6.6.3
x	x	Section 6.2.5	10633(f)	Describe the actions that may be taken to encourage the use of recycled water and the projected results of these actions in terms of acre-feet of recycled water used per year.	System Supplies (Recycled Water)	6-6	Section 6.6.3
x	x	Section 6.2.5	10633(g)	Provide a plan for optimizing the use of recycled water in the Supplier's service area.	System Supplies (Recycled Water)	n/a	Section 6.6.3
x	x	Section 6.2.6	10631(g)	Describe desalinated water project opportunities for long-term supply.	System Supplies	6-7	Section 6.7
x	x	Section 6.2.10	10631(f)	Describe the expected future water supply projects and programs that may be undertaken by the water Supplier to address water supply reliability in average, single-dry, and for a period of drought lasting five consecutive water years.	System Supplies	6-7	Section 6.9
x	x	Section 6.3 and Appendix O	10631.2(a)	The UWMP must include energy information, as stated in the code, that a Supplier can readily obtain.	System Suppliers, Energy Intensity	O-1B and O-2	Section 6.12
x		Section 7.1	10634	Provide information on the quality of existing sources of water available to the Supplier and the manner in which water quality affects water management strategies and supply reliability.	Water Supply Reliability Assessment	n/a	Section 7.1.1

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 7.2	10635(a)	Service Reliability Assessment: Assess the water supply reliability during normal, dry, and a drought lasting five consecutive water years by comparing the total water supply sources available to the Supplier with the total projected water use over the next 20 years.	Water Supply Reliability Assessment	7-2, 7-3, and 7-4	Section 7.1.3
x	x	Section 7.2.3	10620(f)	Describe water management tools and options to maximize resources and minimize the need to import water from other regions.	Water Supply Reliability Assessment	n/a	Section 7.2
x	x	Section 7.3	10635(b)	Provide a drought risk assessment as part of information considered in developing the demand management measures and water supply projects.	Water Supply Reliability Assessment	n/a	Section 7.3
x	x	Section 7.3	10635(b)(1)	Include a description of the data, methodology, and basis for one or more supply shortage conditions that are necessary to conduct a drought risk assessment for a drought period that lasts five consecutive years.	Water Supply Reliability Assessment	n/a	Section 7.3.1
x	x	Section 7.3	10635(b)(2)	Include a determination of the reliability of each source of supply under a variety of water shortage conditions.	Water Supply Reliability Assessment	n/a	Section 7.3.2
x	x	Section 7.3	10635(b)(3)	Include a comparison of the total water supply sources available to the Supplier with the total projected water use for the drought period.	Water Supply Reliability Assessment	7-5	Section 7.3.3
x	x	Section 7.3	10635(b)(4)	Include considerations of the historical drought hydrology, plausible changes on projected supplies and demands under climate change conditions, anticipated regulatory changes, and other locally applicable criteria.	Water Supply Reliability Assessment	n/a	Section 7.1.1

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Chapter 8	10632(a)	Provide a water shortage contingency plan (WSCP) with specified elements below.	Water Shortage Contingency Planning	n/a	Appendix F
x	x	Chapter 8	10632(a)(1)	Provide an analysis of water supply reliability (from Guidebook Chapter 7) in the WSCP.	Water Shortage Contingency Planning	n/a	Appendix F: Section 2
x	x	Section 8.2	10632(a)(2)(A)	Provide the written decision-making process and other methods that the Supplier will use each year to determine its water reliability.	Water Shortage Contingency Planning	n/a	Appendix F: Section 3.1
x	x	Section 8.2	10632(a)(2)(B)	Provide data and methodology to evaluate the Supplier's water reliability for the current year and one dry year pursuant to factors in the code.	Water Shortage Contingency Planning	n/a	Appendix F: Section 3
x	x	Section 8.3	10632(a)(3)(A)	Define six standard water shortage levels of 10%, 20%, 30%, 40%, 50% shortage, and greater than 50% shortage. These levels shall be based on supply conditions, including percent reductions in supply, changes in groundwater levels, changes in surface elevation, or other conditions. The shortage levels shall also apply to a catastrophic interruption of supply.	Water Shortage Contingency Planning	n/a	Appendix F: Section 4
x	x	Section 8.3	10632(a)(3)(B)	Suppliers with an existing WSCP that uses different water shortage levels must cross reference their categories with the six standard categories.	Water Shortage Contingency Planning	8-1	Appendix F: Section 4
x	x	Section 8.4	10632(a)(4)(A)	Suppliers with WSCPs that align with the defined shortage levels must specify locally appropriate supply augmentation actions.	Water Shortage Contingency Planning	8-2	Appendix F: Section 5.3

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 8.4	10632(a)(4)(B)	Specify locally appropriate demand reduction actions to adequately respond to shortages.	Water Shortage Contingency Planning	8-3	Appendix F: Section 5.1
x	x	Section 8.4	10632(a)(4)(C)	Specify locally appropriate operational changes.	Water Shortage Contingency Planning	8-2	Appendix F: Section 5.4
x	x	Section 8.4	10632(a)(4)(D)	Specify additional mandatory prohibitions against specific water use practices that are in addition to State-mandated prohibitions are appropriate to local conditions.	Water Shortage Contingency Planning	8-3	Appendix F: Section 5.2
x	x	Section 8.4	10632(a)(4)(E)	Estimate the extent to which the gap between supplies and demand will be reduced by implementation of the action.	Water Shortage Contingency Planning	8-2 and 8-3	Appendix F: Sections 5.1 and 5.3
x	x	Section 8.4.6	10632.5	The UWMP shall include a seismic risk assessment and mitigation plan.	Water Shortage Contingency Plan	n/a	Section 8.3.1
x	x	Section 8.5	10632(a)(5)(A)	Suppliers must describe that they will inform customers, the public and others regarding any current or predicted water shortages.	Water Shortage Contingency Planning	n/a	Appendix F: Section 6
x	x	Section 8.5	10632(a)(5)(B), 10632(a)(5)(C)	Suppliers must describe that they will inform customers, the public and others regarding any shortage response actions triggered or anticipated to be triggered and other relevant communications.	Water Shortage Contingency Planning	n/a	Appendix F: Section 6
x	n/a	Section 8.6	10632(a)(6)	Retail Supplier must describe how it will ensure compliance with and enforce provisions of the WSCP.	Water Shortage Contingency Planning	n/a	Appendix F: Section 7
x	x	Section 8.7	10632(a)(7)(A)	Describe the legal authority that empowers the Supplier to enforce shortage response actions.	Water Shortage Contingency Planning	n/a	Appendix F: Section 8

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 8.7	10632(a)(7)(B)	Provide a statement that the Supplier will declare a water shortage emergency per Water Code Chapter 3. Water Shortage Emergencies.	Water Shortage Contingency Planning	n/a	Appendix F: Section 8
x	x	Section 8.7	10632(a)(7)(C)	Provide a statement that the Supplier will coordinate with any city or county within which it provides water for the possible proclamation of a local emergency.	Water Shortage Contingency Planning	n/a	Appendix F: Section 8
x	x	Section 8.8	10632(a)(8)(A)	Describe the potential revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	n/a	Appendix F: Section 9
x	x	Section 8.8	10632(a)(8)(B)	Provide a description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions.	Water Shortage Contingency Planning	n/a	Appendix F: Section 9
x	n/a	Section 8.8	10632(a)(8)(C)	Retail Suppliers must describe the cost of compliance with Water Code Chapter 3.3, Excessive Residential Water Use During Drought.	Water Shortage Contingency Planning	n/a	Appendix F: Section 9
x	n/a	Section 8.9	10632(a)(9)	Retail Suppliers must describe the monitoring and reporting requirements and procedures that ensure appropriate data are collected, tracked, and analyzed for purposes of monitoring customer compliance.	Water Shortage Contingency Planning	n/a	Appendix F: Section 10
x	x	Section 8.10	10632(a)(10)	Describe reevaluation and improvement procedures for monitoring and evaluation the WSCP to ensure risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented.	Water Shortage Contingency Planning	n/a	Appendix F: Section 11

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	n/a	Section 8.11	10632(b)	Analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas.	Water Shortage Contingency Planning	n/a	Section 9.1.1
x	x	Section 8.12	10632(c)	Make available the WSCP to customers and any city or county where it provides water within 30 days after adoption of the plan.	Water Shortage Contingency Planning	n/a	Section 8.4
x	n/a	Sections 9.1	10631(e)(1)	Retail Suppliers shall provide a description of the nature and extent of each demand management measure implemented over the past five years. The description will address specific measures listed in code.	Demand Management Measures	n/a	Section 9.1
n/a	x	Sections 9.2	10631(e)(2)	Wholesale Suppliers shall describe specific demand management measures listed in code, their distribution system asset management program, and Supplier assistance program.	Demand Management Measures	n/a	n/a
x	n/a	Chapter 10	10608.26(a)	Retail Suppliers shall conduct a public hearing to discuss adoption, implementation, and economic impact of water use targets (recommended to discuss compliance).	Plan Adoption, Submittal, and Implementation	n/a	Section 10.2
x	x	Section 10.2.1	10621(b)	Notify, at least 60 days prior to the public hearing, any city or county within which the Supplier provides water that the Supplier will be reviewing the UWMP and considering amendments or changes to the plan.	Plan Adoption, Submittal, and Implementation	10-1	Section 10.2
x	x	Section 10.4	10621(f)	Each urban water Supplier shall update and submit its 2025 plan to DWR by July 1, 2026.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Sections 10.2.2, 10.3, and 10.5	10642	Provide supporting documentation that the Supplier made the UWMP and WSCP available for public inspection, published notice of the public hearing, and held a public hearing about the UWMP and WSCP.	Plan Adoption, Submittal, and Implementation	n/a	Appendix D
x	x	Section 10.2.2	10642	The Supplier is to provide the time and place of the hearing to any city or county within which the Supplier provides water.	Plan Adoption, Submittal, and Implementation	10-1	Section 10.2.1
x	x	Section 10.3.2	10642	Provide supporting documentation that the UWMP and WSCP has been adopted as prepared or modified.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.3.2; Appendix H
x	x	Section 10.4	10644(a)	Provide supporting documentation that the Supplier has submitted their UWMP to the California State Library.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4
x	x	Section 10.4	10644(a)(1)	Provide supporting documentation that the Supplier has submitted their UWMP to any city or county within which the Supplier provides water no later than 30 days after adoption.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4
x	x	Sections 10.4.1 and 10.4.2	10644(a)(2)	The UWMP, or amendments to the UWMP, submitted to DWR shall be submitted electronically.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.4
x	x	Section 10.7.2	10644(b)	If revised, submit a copy of the WSCP to DWR within 30 days of adoption.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.7
x	x	Section 10.5	10645(a)	Provide supporting documentation that, not later than 30 days after filing a copy of its UWMP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.5

Retail x = required	Wholesale x = required	2025 Guidebook Location	Water Code Section	Summary as Applies to UWMP	Subject	Relevant Submittal Table	2025 UWMP Location
x	x	Section 10.5	10645(b)	Provide supporting documentation that, not later than 30 days after filing a copy of its WSCP with DWR, the Supplier has or will make the plan available for public review during normal business hours.	Plan Adoption, Submittal, and Implementation	n/a	Section 10.5
x	x	Section 10.6	10621(c)	If Supplier is regulated by the Public Utilities Commission, include its plan and contingency plan as part of its general rate case filings.	Plan Adoption, Submittal, and Implementation	n/a	n/a

Appendix D

Agency and Public Notices

City of Lincoln
Live. Life. Lincoln

January 29, 2026

Hayden Cornwell
South Sutter Water District
2464 Pacific Avenue
Trowbridge, CA 95659

SUBJECT: Preparation of 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Hayden Cornwell:
The City of Lincoln (City) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to the City's WSCP. The City's 2020 UWMP was adopted in June 2021, and the City's 2025 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2026.
The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. The City will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to chris.nelson@lincolnca.gov .

Sincerely,

Chris Nelsón
City of Lincoln, Environmental Services Manager

cc: Matthew Medill, MPA PE, Public Works Director
Brenda Estrada, West Yost Associates

City of Lincoln
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January 29, 2026

Sean Bigley, Environmental Utilities Director
Placer County Water Agency
PO Box 6570
Auburn CA 95604

SUBJECT: Preparation of 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Sean Bigley:
The City of Lincoln (City) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to the City's WSCP. The City's 2020 UWMP was adopted in June 2021, and the City's 2025 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2026.
The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. The City will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to chris.nelson@lincolnca.gov .

Sincerely,

Chris Nelson
City of Lincoln, Environmental Services Manager

cc: Matthew Medill, MPA PE, Public Works Director
Brenda Estrada, West Yost Associates

City of Lincoln
Live. Life. Lincoln

January 29, 2026

Andy Fecko, General Manager
Placer County Water Agency
PO Box 6570
Auburn CA 95604

SUBJECT: Preparation of 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Andy Fecko:
The City of Lincoln (City) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to the City's WSCP. The City's 2020 UWMP was adopted in June 2021, and the City's 2025 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2026.
The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. The City will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to chris.nelson@lincolnca.gov .

Sincerely,

Chris Nelson
City of Lincoln, Environmental Services Manager

cc: Matthew Medill, MPA PE, Public Works Director
Brenda Estrada, West Yost Associates

City of Lincoln
Live. Life. Lincoln

January 29, 2026

Jennifer Hanson, General Manager
Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95945

SUBJECT: Preparation of 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Jennifer Hanson:
The City of Lincoln (City) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to the City's WSCP. The City's 2020 UWMP was adopted in June 2021, and the City's 2025 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2026.
The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. The City will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to chris.nelson@lincolnca.gov .

Sincerely,

Chris Nelson
City of Lincoln, Environmental Services Manager

cc: Matthew Medill, MPA PE, Public Works Director
Brenda Estrada, West Yost Associates

City of Lincoln
Live. Life. Lincoln

January 29, 2026

Evan Jacobs
California American Water District
4701 Beloit Drive
Sacramento, CA 95838

SUBJECT: Preparation of 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Mr. Jacobs:

The City of Lincoln (City) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to the City's WSCP. The City's 2020 UWMP was adopted in June 2021, and the City's 2025 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2026.

The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. The City will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.

If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to chris.nelson@lincolnca.gov .

Sincerely,

Chris Nelson
City of Lincoln, Environmental Services Manager

cc: Matthew Medill, MPA PE, Public Works Director
Brenda Estrada, West Yost Associates

City of Lincoln
Live. Life. Lincoln

January 29, 2026

Derek Gade
Public Works Placer County
3091 County Center Drive, Suite 220
Auburn, CA 95603

SUBJECT: Preparation of 2025 Urban Water Management Plan and Water Shortage Contingency Plan

Dear Derek Gade:
The City of Lincoln (City) is currently in the process of updating its Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan (WSCP). The Urban Water Management Planning Act, Water Code Section 10610 et seq., requires every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP and periodically update that plan at least every five years. Further, changes to the Act since 2015 require updates to the City's WSCP. The City's 2020 UWMP was adopted in June 2021, and the City's 2025 UWMP is required to be submitted to the California Department of Water Resources by July 1, 2026.
The UWMP is a planning document and a source document which reports, describes and evaluates water deliveries and uses, water supply sources and conservation efforts. The WSCP provides a plan for response to various water supply shortage conditions. As an urban water supplier, the City coordinates with water management agencies, relevant public agencies and other water suppliers on the preparation of the UWMP and WSCP updates. The City will be reviewing the UWMP and WSCP and will make amendments and updates, as appropriate.
If you wish to contact the City about its review process, you may do so by writing to the undersigned or by email to chris.nelson@lincolnca.gov .

Sincerely,

Chris Nelson
City of Lincoln, Environmental Services Manager

cc: Matthew Medill, MPA PE, Public Works Director
Brenda Estrada, West Yost Associates

132029

CITY OF LINCOLN
PUBLIC HEARING NOTICE
2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN

The City of Lincoln (City) is currently involved in a review and update process to prepare its 2025 Urban Water Management Plan (UWMP) per the California Urban Water Management Planning Act. An update of City's UWMP is required every five (5) years. The UWMP is a planning document, which reports, describes, and evaluates water deliveries and uses, water supply sources, and conservation efforts. The 2025 UWMP Update will reflect the growth that has occurred since the adoption of the 2020 UWMP. The UWMP also includes the City's Water Shortage Contingency Plan (WSCP). The WSCP includes a discussion of the City's management and planned actions to respond to actual water shortage conditions.

Notice is hereby given that on **May 26, 2026, at 6:00 P.M.,** City Council will conduct a public hearing to receive public comments and consider adoption of the Draft 2025 UWMP and WSCP. Following the public hearing, City Council may adopt the Draft 2025 UWMP and WSCP with the recommended modifications as a result of public input.

The agenda and access information for the May 26, 2026, City Council Meeting will be posted to the City's website at least 72 hours before the Public Hearing. Copies of the Draft 2025 UWMP and WSCP will be available for public review beginning on **May 12, 2026,** and can be downloaded at https://www.lincolnca.gov/, or are available in hard copy for on-site review at City Hall as well as at the Twelve Bridges Library. All comments must be received by **May 26, 2026,** or delivered verbally at the above said meeting. Provide any written comments to:

Send Comments To:
City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn: Chris Nelson

If you have any questions, comments, or input, please contact Chris Nelson, Environmental Services Manager, via e-mail at chris.nelson@lincolnca.gov or by phone at (916) 434-2459.

PUBLISHED IN LINCOLN NEWS MESSENGER: MAY 8 & 15, 2026

Appendix E

Water Supply Agreements

MEMORANDUM OF AGREEMENT
BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN
FOR METERING FACILITIES KNOWN AS
LINCOLN METERING STATIONS NO. 1 & 2 AND RELATED FACILITIES

This Memorandum of Agreement ("MOA") for shared use and mutual responsibilities with respect to Lincoln Metering Stations Number 1 and 2, and Lincoln Water Tanks Number 1 and 3, and facilities related or connected to these facilities (collectively referred to as "Facilities" or individually "Facility"), is entered into by and among the City of Lincoln ("LINCOLN") and the Placer County Water Agency, a public agency ("AGENCY") and will take effect as of the date on which both LINCOLN and the AGENCY have executed this MOA. LINCOLN and the AGENCY may be collectively referred to as the "Parties," or each individually as a "Party." Additional defined terms are set forth in Section 3 under "Agreement," below.

RECITALS

A. WHEREAS, LINCOLN and the AGENCY previously entered into a "Contract Between Placer County Water Agency and City of Lincoln for a Treated Water Supply," dated December 10, 2012 ("2012 Contract"), that describes delivery entitlements, operations and locations of purchased water from the AGENCY to LINCOLN.

B. WHEREAS, on October 17, 2013, the Parties entered into "Facilities Agreement No. 2521," subsequently amended September 16, 2016, and December 13, 2018 ("FA 2521"), which provides for the construction, funding and operation of the "Lincoln-Penryn Phase 3 Pipeline and Metering Station Project" (also known as "Lincoln Metering Station 2").

C. WHEREAS, each Party owns and operates certain facilities which are interdependent with or on the other Party's facilities.

D. WHEREAS, the Parties also require regular access between their facilities, across properties owned by or under the control of the other Party.

E. WHEREAS, the Parties now desire to delineate shared use and mutual responsibilities with respect to various facilities.

AGREEMENT

NOW, THEREFORE, IT IS AGREED as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are hereby incorporated by reference.

2. **PURPOSE**. The purpose of this MOA is to memorialize the Parties' responsibilities and obligations upon completion of construction contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in the 2012 Contract. The focus includes identifying shared site access, maintenance of shared access, easements and shared fiber optic conduits.

3. **DEFINITIONS**. When used in this MOA, the following terms shall have the meanings set forth below:

a. Assessor's Parcel Number ("APN"): APN at the time of execution of this MOA. APNs are listed for reference to subject parcels of land in the attached exhibits but, as they are subject to change by the Placer County Assessor's Office, they should not be considered the primary reference information for purposes of this MOA.

b. Caperton Canal: Raw water conveyance canal owned, operated and maintained by the AGENCY under pre-existing rights. LINCOLN is providing a defined easement to the AGENCY concurrent with the execution of this MOA.

c. Lincoln Metering Station 1 ("LMS1"): Treated water metering facility owned and maintained by the AGENCY as granted in document 2000-0059693, a grant deed recorded August 16, 2000 in Placer County Official Records. The boundaries of the AGENCY and LINCOLN's treated water facilities for LMS1 are depicted on Attachment A, attached hereto and incorporated by reference.

d. Lincoln Metering Station 2 ("LMS2"): Also known as "Twelve Bridges Metering Station," this is a treated water metering facility owned and maintained by the AGENCY. Currently the metering station is located on a portion of LINCOLN's Lot 301. LINCOLN shall grant this portion of Lot 301 to the AGENCY via grant deed upon the execution of this MOA. The boundaries of the AGENCY and LINCOLN's treated water facilities for LMS2 are depicted on Attachment B, attached hereto and incorporated by reference.

e. Lot A: A public utility easement dedicated on Final Map No. 2003-156 Verdera Large Lot Subdivision, recorded in Book Z of Maps, Page 32, Placer County Official Records (attached hereto as Attachment C), and is described as being "...for the installation and maintenance of water, gas, sewer and drainage pipes, and for poles and overhead and underground wires and conduits for electric, television, and telephone services, traffic control appurtenances together with any and all appurtenances pertaining thereto on, over, under and across Lots "A" and "B". Lot A is commonly known as the Camino Verdera road right-of-way.

f. Lot 301: Site of LINCOLN's Tank #3 ("LT3") and future Tank #4, and shown in Book Z Maps at Page 32. This lot is owned and maintained by LINCOLN.

g. Lot 502: Shown in Book Z Maps at Page 32, this lot is owned and maintained by the Verdera Community Association, not a party to this MOA.

h. Lot 503: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.

i. Lot 504: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.

j. Lot 512: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.

k. R-20: A 0.2-acre parcel of land granted to LINCOLN by Ridgeview Land Ventures, LLC in document 2017-0072626, Placer County Official Records, via a grant deed recorded September 20, 2017, being a portion of Lot R-20 Bickford Ranch Large Lot Subdivision, recorded in Book BB of Maps, at Page 77.

l. Joint Use Amenities: Facilities that are jointly used by the Parties or connect one Party's facility to the other Party's facility. Particular Joint Use Amenities and associated shared uses are described in Sections 4, 5, 6, and 7 of this MOA.

m. Lincoln Tank #1 ("LT1"): Lincoln Tank No. 1 is a five (5)-million-gallon tank, owned and maintained by LINCOLN, sited on a portion of Lot 512, APN 337-012-041, adjacent to LMS1.

n. Lincoln Tank Site #3 ("LT3"): Lincoln Tank No. 3 is a five (5)-million-gallon tank, owned and maintained by LINCOLN, sited on Lot 301 immediately adjacent to LMS2.

o. Twelve Bridges Drive Shared Access: An approximate twenty-foot (20')-wide gravel access road benefitting both LINCOLN and the AGENCY providing access to LT3 and LMS2, respectively, beginning near the intersection of Twelve Bridges Drive and Camino Verdera and traversing across Lots 502, 503 and 301, generally following LINCOLN's 36-inch pipeline as shown on Attachment D, attached hereto and incorporated by reference. Twelve Bridges Drive Shared Access road surface is a combination of gravel and paved road surfaces at the connections to Camino Verdera and at the entrances into the tank and metering station sites. Ownership of this access road varies by lot, as indicated in Attachment D.

p. Whitney Reservoir: Raw water reservoir owned and maintained by the AGENCY, depicted in Record of Survey Book 11 at Page 042, Placer County Official Records.

q. Whitney Reservoir Shared Access: FA 2521 included the construction of an access road that connects LMS1 and LMS2, as well as LT1 and LT3. This access road passes over four LINCOLN-owned parcels (Lots 301, R-20, 504, 512) and through the AGENCY's Whitney Reservoir site. Whitney Reservoir Shared Access road surface is primarily gravel with paving near the LMS2 site and traverses various LINCOLN-owned properties as well as the AGENCY-owned Whitney Reservoir site as depicted on Attachment E, attached hereto and incorporated by reference.

4. PROPERTIES AND RIGHTS-OF-WAY.

In addition to the ownership and access rights described under Section 3, Definitions, various easements exist which impact the properties referenced in this MOA. These easements are as follows:

a. Caperton Canal: A twenty-foot (20')-wide easement shall be granted by LINCOLN to benefit the AGENCY that traverses Lot 301 and Lot 504 as depicted on Attachment F. This easement is a requirement of FA 2521 and shall be granted concurrent with the execution of this MOA. Said easement is intended to serve the operation, maintenance and perpetuation of the use of the Caperton Canal. Associated access will generally follow the constructed gravel road alignment, which deviates from the canal easement and may change over time. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

b. Water Transmission Pipeline and Fiber Optics ("WTPFO easement"): This easement shall be granted by LINCOLN to benefit the AGENCY over portions of Lot 512, Lot 504, and Lot 301 for a water transmission pipeline and fiber optics conduit as depicted on Attachment G. This easement is a requirement of FA 2521 and shall be granted concurrent with the execution of this MOA. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

c. Camino Verdera Access and Waterline Easement: Lot A, also known as Camino Verdera, is a roadway that benefits LINCOLN and the AGENCY shall be granted by Verdera Community Association, and provides access through various parcels within the Verdera Large Lot Subdivision and was dedicated in Book Z Maps, Page 032. In addition, this reference includes a twenty foot (20')-wide waterline easement, traversing Lot 502, that benefits LINCOLN and was recorded in Book 511 Page 372, Placer County Official Records.

d. Telemetry Easement: This easement benefits the AGENCY and traverses the easterly portion of Lot 512 for telemetry systems. Recorded in Document 1997-0035561, Placer County Official Records.

5. **USAGE RIGHTS – ROADWAYS AND GATES.** Due to the interdependent nature of the water systems of the Parties, each Party acknowledges that it may, from time to time, need to enter, cross over, or pass through the other Party's facilities or property to access its own facilities or property for operations and maintenance purposes. Facilities requiring such operations and maintenance include: (i) communications and equipment controls-related facilities for the interactive operation of metering facilities, (ii) water storage tanks, and (iii) water transmission pipelines. Access to facilities shall be allowed by each Party as set forth in this section and with adequate notifications pursuant to Articles 8.g. and 13.b.

As a result of this need for access, the Parties agree that access shall be provided with respect to the below facilities and properties as follows:

a. General:

i. LINCOLN and the AGENCY shall maintain twenty-four (24)-hour access, three hundred sixty-five (365) days a year, to enter, cross over, or pass through all access routes covered by this MOA.

ii. Notwithstanding Section 5.a.i., access into the other Party's structures or within fences surrounding that Party's facilities must be requested and shall only be granted upon prior approval by the other Party.

iii. Where costs to resurface an access road is shared, surfacing material and limits shall be negotiated in good faith by the Parties.

b. Twelve Bridges Drive Shared Access:

i. The AGENCY and LINCOLN require continuous, daily use of the Twelve Bridges Drive access road, which traverses properties owned by LINCOLN and Verdera Community Association. See Attachment D.

ii. Recognizing that the route of the road crossing parcels owned by LINCOLN may be modified from time to time, LINCOLN hereby grants the AGENCY access rights along the road.

iii. Parties each anticipate receiving a dedicated easement over that portion of the road traversing Lot 502, owned by Verdera Community Association. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

iv. There are three (3) LINCOLN-owned, manual gates to enter various sections of the access road. Locks shall be installed on each gate and LINCOLN shall allow the AGENCY to also install its own locks, such that each lock will work independent of one another to open the gate. Users other than the AGENCY and LINCOLN that may be provided access by LINCOLN may include the Verdera Homeowners' Association ("Verdera HOA") and other AGENCY water customers with turnouts on the properties covered by this MOA.

c. Whitney Reservoir Shared Access:

i. The AGENCY and LINCOLN require continuous, daily use of the Whitney Reservoir Shared Access, which traverses properties owned by LINCOLN and the AGENCY.

ii. In general, this access follows the WTPFO easement; although, the access road may meander away from the pipeline easement as needed, and from time to time (*see* Attachment E, attached hereto and incorporated by reference). LINCOLN grants the AGENCY access rights along the road, to the extent such access is not covered by the WTPFO easement.

iii. There are two (2) LINCOLN-owned gates that control access at each end of this roadway, as well as two (2) intermediate gates located at the Whitney Reservoir site that are AGENCY-owned and maintained. Locks shall be installed on each LINCOLN-owned gate as described in Article 5(b)(iii) and shall be used so that each Party is able to independently open the gate. Gate access will be limited to the AGENCY and LINCOLN. See 5.c.vi below for access through the two AGENCY-owned gates.

iv. Due to the vulnerability of the Whitney Reservoir site, LINCOLN's access across Whitney Reservoir shall be limited to driving between LT1 and LT3 sites for routine operations and in-house maintenance activities. LINCOLN staff typically performs daily maintenance using a full-size, highway-legal pick-up truck not exceeding a one (1)-ton capacity. A Right-of-Entry Agreement, substantially in the

form of those attached hereto as Attachment K, shall be recorded after this MOA is fully executed by the Parties.

v. LINCOLN may use the site more or less often than described in the preceding paragraph, or with alternate vehicles as the AGENCY acknowledges that such equipment shall change from time to time over the term of this MOA; however, such modifications shall remain restricted to "routine operations and maintenance activities." More specifically, LINCOLN shall not use the access route for construction equipment without additional permission and insurance requirements as stipulated by AGENCY.

vi. Conditions and Restrictions:

1. While the AGENCY's intent is to provide LINCOLN with a permanent access route with respect to Whitney Reservoir, the AGENCY has an obligation to protect the water supply and therefore LINCOLN's failure to strictly follow any of the conditions and restrictions set forth herein may result in termination of LINCOLN's access to and across Whitney Reservoir.

2. LINCOLN shall use the primary shared access road across the northwesterly portion of the Whitney Reservoir site, as the road is currently established. If the northwesterly road is not passable, LINCOLN shall have the right to use the secondary shared access road southeasterly of the Whitney Reservoir until such time as the primary northwesterly access road becomes passable. These two roads are depicted in Attachment E, attached hereto and incorporated by reference.

3. LINCOLN's employee(s) shall close and lock all gates after passing through the gates. Under no circumstances shall any of the gates be left open or be "false-" or "dummy-locked."

4. The Whitney Reservoir site is protected by a security alarm system and such system is owned and maintained by the AGENCY. In the event that LINCOLN has obtained AGENCY approval to access the Whitney Reservoir site, the AGENCY will provide LINCOLN with an access code to disarm and re-alarm the system. This code shall not be shared with any person or persons not directly employed by LINCOLN, including any third-party vendor, contractor, or any other person or entity not employed by LINCOLN.

5. LINCOLN shall be responsible for setting any alarms upon leaving the Whitney Reservoir site and securing the site each time LINCOLN accesses it, using the safety and security measures then in use by the AGENCY. Safety and security systems may change from time-to-time and the

AGENCY shall promptly communicate such changes to LINCOLN when they occur.

6. LINCOLN shall not perform any work on AGENCY property without written authorization from the AGENCY.

7. LINCOLN shall immediately notify the AGENCY of any damage to AGENCY property or structures.

8. AGENCY maintains the road in a passable condition for its use only. If LINCOLN desires to make additional improvements to the road, such improvements shall be at LINCOLN's sole cost and expense and shall be made only after receiving written authorization from the AGENCY.

d. Metering Station Bypass Road:

i. Access for this paved road, which is used by LINCOLN and the AGENCY to bypass the LMS2 site for day-to-day operations by both LINCOLN and the AGENCY, is on LINCOLN property as depicted on Attachment D.

ii. There is one (1) LINCOLN-owned gate that controls said access. Locks shall be installed on this gate as described in Article 5(b)(iii) shall be used so that each Party is able to independently open the gate. Gate access will be limited to the AGENCY and LINCOLN. Users other than the AGENCY and LINCOLN that may be provided access by LINCOLN may include the Verdera HOA and other AGENCY water customers with turnouts on the properties covered by this MOA.

e. LMS1 Site:

i. The sliding gates that provide access to this property are AGENCY-owned and operated and LINCOLN is not anticipated to require independent, keyed access.

ii. In the event that LINCOLN requires access to the site, LINCOLN shall coordinate such access with the AGENCY and an AGENCY representative will accompany LINCOLN's representative to provide site access.

f. LMS2 Site:

i. The automatic gates that provide access to this property are AGENCY-owned and operated and LINCOLN is not anticipated to require independent, keyed access.

ii. In the event that LINCOLN requires access to the site, LINCOLN shall coordinate such access with the AGENCY and an AGENCY representative will accompany LINCOLN's representative to provide site access.

6. **USAGE RIGHTS – UTILITIES.** The Parties also acknowledge that they may, from time to time, need to utilize or pass through or upon the other Party's facilities or property for the operation and maintenance of its own facility-related utilities. Such operations and maintenance include: (i) raw water facilities for service, (ii) communications- and electrical-related facilities for the interactive

operation of metering facilities and tanks, and (iii) various drainage and sewer facilities for proper operation. Facility usage shall be allowed by each Party as set forth in this section and with adequate notifications pursuant to Articles 8.g. and 13.b.

As a result of this need for access, the Parties agree that usage rights shall be provided with respect to the below facilities and properties as follows:

a. Raw Water:

   i. Caperton Canal Turnouts/Raw Water Service Lines: Certain AGENCY raw water service pipelines from the Caperton Canal are known to traverse LINCOLN-owned parcels to serve adjacent properties and LINCOLN; however, the exact locations of services pipelines are not known by LINCOLN or the AGENCY. The AGENCY's responsibility for these raw water services terminates at the turnouts (see Attachment H for turnout locations) and the AGENCY bears no responsibility for the raw water services beyond the turnouts. Each raw water customer owns and is responsible for the operation and maintenance of its raw water service pipeline. There are currently ten (10) known raw water service customers with locations that require private pipelines to traverse LINCOLN-owned parcels.

      The AGENCY will direct impacted raw water customers to contact LINCOLN's Public Works Department at (916) 434-245 for maintenance and repair access. LINCOLN agrees that it will coordinate separately with said raw water customers if the customer locations and/or land rights need to be addressed in the future.

      LINCOLN acknowledges and agrees that the AGENCY may modify or add/remove customers and may modify diversions on canals such as the Caperton Canal. Any changes to privately-owned pipelines associated with customers and easements are the responsibility of the customer and LINCOLN agrees that, to the extent feasible, it shall not endeavor to restrict new easements, installation of new private lines, or maintenance of existing private lines.

   ii. Canal Spill Facilities: The AGENCY has existing spill facilities upon the Caperton Canal which have been used historically by the AGENCY to manage flows within the canal (see Attachment H, attached hereto and incorporated by reference).

      A spill easement is granted per document number 98-0070888 recorded on September 3, 1998, for a spill (a.k.a. North Spill) located at the northeast portion of the Whitney Reservoir site. An additional spill easement, memorializing prescribed rights, for a spill (a.k.a. Spill #10) at approximate PCWA Caperton Canal Station 505+26, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

      This MOA is not intended to change or modify the AGENCY's right to perpetuate the use of those spill facilities, including the ability to spill water onto and across LINCOLN lands in a responsible and managed fashion as needed for canal operations.

b. Communication & Low Voltage:

i. Fiber Optic Communications: AGENCY-owned fiber optic conduits and pull boxes run along the transmission pipeline alignment extending from LMS1/LT1 to LMS2/LT3. The Parties agree to shared use of one (1) four-inch (4") diameter conduit containing three color-coordinated 1-1/4" innerducts. The AGENCY will have sole ownership of the orange and blue innerducts, and LINCOLN will have sole ownership of the red innerduct.

LINCOLN shall be responsible to pay one-third (1/3) of the installation costs and one-third (1/3) of the maintenance costs for those fiber-optic facilities described in this Section 6.b.i. and as depicted on Attachment G.

ii. Signal Wiring:

1. Communication wiring via shared conduits exists between the LMS1 and LT1 sites and between the LMS2 and LT3 sites. It is also anticipated that similar wiring will be installed between LT3 and a future adjoining fourth tank that will be owned and maintained by LINCOLN.

2. Level Transducers and Signal Wires (LMS2 to LT3): Redundant tank level transducers on LT3 and related signal wires exist between the AGENCY's LMS2 control panel and LINCOLN's LT3 control panels that allow for the sharing of operating data of the respective control systems between the Parties. Access to the separately owned control panels for both Parties is intended to be maintained and perpetuated. The Parties acknowledge that the data provided pursuant to this paragraph is for informational purposes only and its reliability is not guaranteed. Accordingly, the Parties agree that each Party will be held harmless for the data shared with the other Party.

3. Telephone: To the extent that the AGENCY determines that telephone communications facilities are required for the AGENCY's operation of LMS2, LINCOLN agrees that it will cooperate with the AGENCY and communications providers to allow for installation, maintenance and operation of telecommunication facilities over and upon Lots 301 and 503 as necessary to meet the AGENCY's needs.

iii. Low Voltage (Electricity):

1. Pacific Gas & Electric ("PG&E") electric service to LMS2: A PG&E electric meter and an individual 240v-400A sub-meter pedestal providing service to the AGENCY for LMS2 is located at on Parcel 337-012-001 as depicted on Attachment I. The AGENCY shall own and maintain the service for operation of LMS2. A dedicated four-inch (4") electrical conduit from the sub-meter pedestal traverses over sections of Lots 301, APN 337-070-033 and APN 337-012-001 to meet the electrical service needs of the

AGENCY's LMS2. LINCOLN agrees that it will cooperate with the AGENCY and PG&E to allow for the maintenance and operation of electrical service facilities over and upon Lots 301 and Parcels 337-070-033 and 337-012-001. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

2. Future 480v: See Section 7.b.ii.

c. Drainage (surface, subsurface): The LMS1 and LMS2 facilities generate storm water runoff that drains onto Lots 512 and 301. Storm drainage lines extend from the LMS2 building and site and flow to LINCOLN property. LINCOLN agrees that it shall allow and not impede the perpetuated use of surface and subsurface drainage from both sites.

d. Sewer: LINCOLN's sewer system provides service to both the LT3 drinking water sampling station and to LMS2 for sewage and "grey water". A LINCOLN-owned two-inch (2") force main conveys wastewater west from a LINCOLN-owned and operated pump station near LT3 to a gravity sanitary sewer manhole at Bella Circle. LMS2 has a sewage lateral connecting to a LINCOLN-owned sewer manhole immediately adjacent to LT3 as depicted on Attachment B. The AGENCY's LMS2 sewer connection constitutes a commercial sewer service and will be subject to on-going LINCOLN sewer services fees.

7. SPECIAL CONDITIONS.

a. Landscaping:

i. Landscape Plantings: The landscape plantings installed on portions of Lot 301 in the immediate vicinity of LMS2 for screening purposes, are owned by LINCOLN and will be monitored and maintained by LINCOLN for the initial five (5)-year plant establishment period. Thereafter, LINCOLN will maintain this area to a standard as determined by the City.

ii. Irrigation Systems (five [5]-year establishment): The irrigation systems installed with and in the immediate vicinity of LMS2, including the easterly slope area alongside the AGENCY parcel, shall be owned and maintained by LINCOLN and are intended to be necessary only for the initial five (5)-year plant establishment period for the landscape plantings. It is anticipated that irrigation will be terminated after the plant establishment period is complete, as determined by LINCOLN.

Irrigation water is provided from LINCOLN's unregulated water main (already metered by AGENCY).

iii. Slope Maintenance: LINCOLN will maintain fill or cut slopes and retaining structures along Twelve Bridges Drive Shared Access road and within the immediate vicinity of that portion of Lot 301 deeded to the AGENCY and where

LMS2 is located. No grading shall occur along fill or cut slopes without the written consent of both Parties.

iv. Fencing: Fencing and gate maintenance and repair is the sole responsibility of the Party that owns the fencing. For ease of reference, such ownership at the time of execution of this MOA is as follows:

1. LMS1 site: AGENCY
2. LMS2 site: AGENCY
3. Lot 502: Verdera Homeowners Association
4. Tank 1 Site: LINCOLN
5. Tanks 3 & 4 Site: LINCOLN
6. Twelve Bridges Access roads: LINCOLN
7. Whitney Reservoir: AGENCY

b. Future accommodations:

i. Future 60" treated water from Ophir: The AGENCY has plans for a future water pipeline from Ophir Road to LMS2. Some provisions have been made in the planning of these future facilities regarding LMS2, but specific accommodation, conditions, easements and design requirements of the pipeline are not yet defined or contemplated in this MOA.

ii. Hydroelectric Generation at LMS2: LINCOLN will cooperate with the AGENCY and any partnered electrical utilities to make reasonable accommodation for future installation, maintenance and operation of electrical transmission facilities over and upon the adjacent LINCOLN properties as needed for electrical transmission facilities necessary for the envisioned future hydroelectric generation plant at LMS2. Planning and implementation of such facilities will be subject to LINCOLN review and approval.

8. RESPONSIBILITIES OF THE PARTIES.

a. Unless otherwise noted, each Party shall be responsible for all maintenance, operation and replacement of facilities identified herein as solely owned by each Party.

b. Neither Party shall perform any construction or make any modifications that will impact the other Party's accessibility as described herein without prior written approval from the other Party.

c. Each Party is solely responsible to repair any damage caused by that Party to the other Party's facilities, outside of normal wear and tear. Such repairs shall restore the damaged facility to as good as or better than its condition prior to the damage and shall be to the satisfaction of the Party sustaining such damage.

i. In order to perform the repairs outlined herein, the Party that caused the damage may choose to either utilize its own internal staff to make such repairs or retain outside services when deemed necessary or appropriate.

ii. With the exception of damage by LINCOLN to the Whitney Reservoir site, the damaged Party shall allow the damaging Party sufficient and reasonable time to budget for such repairs (including obtaining bids and/or Board approval, if necessary) and then to perform same. Damage by LINCOLN to the Whitney Reservoir site shall be repaired immediately by LINCOLN.

iii. In the event that the damaging Party does not perform such repairs in a reasonable amount of time, then the damaged Party reserves the right to make the necessary repairs itself upon notice to the damaging Party, and the damaging Party shall reimburse the other Party for all time and materials required to make repairs and subject to submission of an invoice and receipts.

d. Each Party shall be responsible for the cost of operation and maintenance of the gates owned by that Party.

e. The cost of all access road maintenance shall be shared equally between the AGENCY and LINCOLN unless otherwise noted.

i. Cost-sharing maintenance activities shall generally consist of the width of the access road, and include preventative pavement maintenance, re-surfacing, regrading and conditioning of the gravel surfacing.

ii. Non-cost sharing items shall generally consist of managing vegetation that may be impeding the use of the access road on the respective Party's property.

iii. Each Party shall be responsible for performing the maintenance on that Party's respective property. Each Party may perform maintenance on the other Party's facility with written consent.

iv. Nothing in this section precludes a Party from requesting reimbursement of maintenance costs from third parties. Any such reimbursements shall be applied to the total cost of maintenance first, with the remaining cost thereafter divided between the Parties.

v. Prior to the commencement of any shared cost activity, Parties shall mutually agree upon scope and budget for cost sharing purposes.

vi. Parties shall allow sufficient and reasonable time to budget for such cost-share activities (including obtaining bids and/or Board approval, if necessary)

f. Where there will be an impact to use or access of the Joint Use Amenities, each Party shall provide either written or personal notice to the other Party as follows:

i. Emergency: Notice shall be provided as soon as practicable, but no later than forty-eight (48) hours to the other Party. Where emergency maintenance or

repairs need to be made immediately to avoid loss or damage, no advance notice is required.

ii. Use of LMS1 or LMS2: When LINCOLN requires use of LMS1 or LMS2, LINCOLN shall provide seventy-two (72) hours' notice to the AGENCY.

iii. Tank site access: When AGENCY requires access to a LINCOLN tank site, the AGENCY shall provide seventy-two (72) hours' notice to LINCOLN.

iv. Construction: The Party performing construction shall provide six (6) months' notice to the other Party prior to the commencement of construction having potential to impact access or operations of the other Party pursuant to this Agreement so that the other Party can plan accordingly and determine alternate access where necessary.

v. Maintenance: The maintaining Party shall provide thirty (30) days' notice to the other Party prior to performing maintenance work on or within the properties described in this Agreement.

vi. Invoicing: Each Party shall submit invoices for work as it is performed, but at a minimum of once a quarter (if any such statements exist). Such statements, if determined to be correct and approved by the receiving Party, shall be paid within forty-five (45) days of their receipt. The receiving Party will advise as soon as practicable in the event an invoice is disputed. The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

9. INDEMNIFICATION.

a. The AGENCY agrees to save harmless and indemnify LINCOLN from any liability, claim or demand which may be made by any person resulting from the negligence of the AGENCY in the performance of its responsibilities under this MOA, and further agrees, at its own cost and expense, to defend any action which may be brought against LINCOLN resulting from such negligence of the AGENCY upon request from LINCOLN, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of LINCOLN in its performance of the terms of this MOA.

b. LINCOLN agrees to save harmless and indemnify the AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of LINCOLN in the performance of its responsibilities under this MOA, and further agrees, at its own cost and expense, to defend any action which may be brought against the AGENCY resulting from such negligence of LINCOLN upon the request from the AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of the AGENCY in its performance of the terms of this MOA.

10. **INSURANCE.** Each Party shall procure and maintain, at each Party's own expense and until all obligations under this MOA have been discharged, sufficient insurance coverage to ensure its liabilities under this MOA and provide coverage against claims for injury to persons or damages to property which may arise from or in connection with the performance of services or activities under this MOA by the insured Party, its agents, representatives, employees, or subcontractors. Such insurance shall include all coverage reasonable and customary to be procured and maintained for such work and/or required by applicable law, including but not limited to, workers' compensation, comprehensive general liability (including contractual liability and completed operations coverage), commercial automobile liability, errors and omissions, and excess umbrella liability. Self-insurance complies with the requirements of this section.

11. **ASSIGNMENT**. Except as otherwise provided in this MOA, the rights and duties of the Parties may not be assigned without the written consent of the Parties to this MOA and their respective governing bodies. Subject to the foregoing, this MOA will inure to the benefit of, and be binding on, the successors and assigns of the Parties hereto.

12. **TERM**. This MOA will remain in full force and effect until terminated in writing by both Parties upon thirty (30) days' prior written notice. In the event that this MOA is terminated, each Party shall fulfill access and ownership obligations, including the provision of any related easements (for example, allowing access to LMS2), incurred under this MOA prior to the effective date of termination. With the exception of the fulfillment of such outstanding obligations, upon termination the additional benefits of Joint Use Amenities afforded herein shall also terminate.

13. **MISCELLANEOUS TERMS.**

    a. Related Agreements. This MOA is wholly separate and is not intended to modify or supersede the conditions of FA 2521 or the 2012 Contract.

    b. Notices. All notices that are required either expressly or by implication to be given by any party to the other under this MOA shall only be signed by authorized representatives of the notifying party.

    All notices to Parties required by this MOA shall be hand-delivered, mailed U.S. first class postage prepaid, or over-night mailed to the following addresses:

City of Lincoln	**Placer County Water Agency**
City Manager	General Manager
600 6th Street	P.O. Box 6570
Lincoln, CA 95648	Auburn, CA 95604

    If agreed upon by both Parties in writing, notice via email, return receipt, for the notice types set forth in Section 8.g. will be considered sufficient notice for same.

    c. Rights and Responsibilities. The Parties hereby agree and acknowledge that, except as otherwise set forth in this MOA, the Parties retain full use and enjoyment of their respective facilities.

d. Amendment of MOA. This MOA may be amended only in writing upon approval by both Parties' respective governing bodies.

e. Addition of Parties. Upon written approval by all of the Parties respective governing bodies, the Parties may approve the addition of a new party to the MOA and any terms or conditions related to the new party's addition. The terms and conditions applicable to a joining party shall be set forth in an amendment to this MOA, executed by all Parties and the joining party.

f. Remedies. The use by either Party of any remedy specified for the enforcement of this MOA is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.

g. Choice of Law. This MOA shall be governed by the laws of the State of California. Venue for any action to enforce the terms of this MOA shall be in Placer County, California. The Parties each waive any federal court removal and/or jurisdictional rights they may have.

h. Severability. If one or more clauses, sentences, paragraphs or provisions of this MOA is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOA shall not be affected thereby and will continue in full force and effect, but only to the extent that the intent of the Parties can be effectuated without the provision(s) held unlawful, invalid or unenforceable. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

i. Good Faith Resolution. Without limiting any rights or remedies of either Party under this MOA, in the event that, at any time during the term of this MOA, a disagreement, dispute, controversy or claim should arise out of or relating to the interpretation of this MOA, or performance by a party under this MOA, or a breach of this MOA by a Party, or any claim by a Party that any provision of this MOA is invalid ("Dispute", or collectively "Disputes"), one Party shall give written notice to the other Party that a Dispute exists and the Parties will then attempt in good faith to resolve such Dispute through negotiation. If the Parties cannot resolve the disputed matter within thirty (30) days after such notice, then either Party shall be free to submit the Dispute to mediation as provided in the next paragraph.

In recognition of the negative consequences associated with disputes both in terms of lost time and expense to all Parties, the Parties agree to attempt to settle their disputes by good-faith, non-binding mediation as a condition precedent to the institution of legal proceedings by either Party. Request for mediation shall be filed in writing with the other Party to this MOA and with the American Arbitration Association. If mediation would jeopardize the substantive rights of either Party including, but not limited to, the application of any applicable statute of limitations or other timing requirement, then such Party may proceed to enforce such rights notwithstanding this mediation requirement and mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either Party. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Placer County, California unless another location is mutually agreed upon.

j. Headings. The section headings used in this MOA are intended for convenience only and shall not be used in interpreting this MOA or in determining any of the rights or obligations of the Parties to this MOA.

k. No Third-Party Beneficiaries. The Parties understand and agree that this MOA creates rights and obligations solely between the Parties and is not intended to benefit any other party. No provision of this MOA shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this MOA or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

l. Reasonable Cooperation; No AGENCY Relationship. The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this MOA, and to carry out the purpose and intent of this MOA; provided that each Party understands and agrees that there is no AGENCY or joint venture relationship between the Parties, and no Party is authorized to act for or on behalf of any other Party except as expressly authorized under this MOA.

m. Construction and Interpretation. This MOA is entered into freely and voluntarily. This MOA has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this MOA.

n. Waiver. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this MOA will not be deemed a waiver with respect to any other default or matter.

o. Allocation of Liabilities. The Parties expressly agree that the debts, liabilities and obligations of each Party shall remain the debts, liabilities and obligations of that Party and shall not be the debts, liabilities and obligations of the other Party.

p. Counterparts. The Parties hereto agree that this MOA may be executed and delivered in counterparts which, when taken together, shall constitute a fully executed MOA. In addition, this MOA may be executed via electronic pdf transmission and any such pdf signature shall be deemed to be an original signature.

The foregoing is hereby agreed to by the Parties.

IN WITNESS THEREOF, the Parties have executed this MOA as of the dates written below.

ATTEST:

Clerk, Board of Directors
Placer County Water AGENCY
P.O. Box 6570
Auburn, California 95604

PLACER COUNTY WATER AGENCY

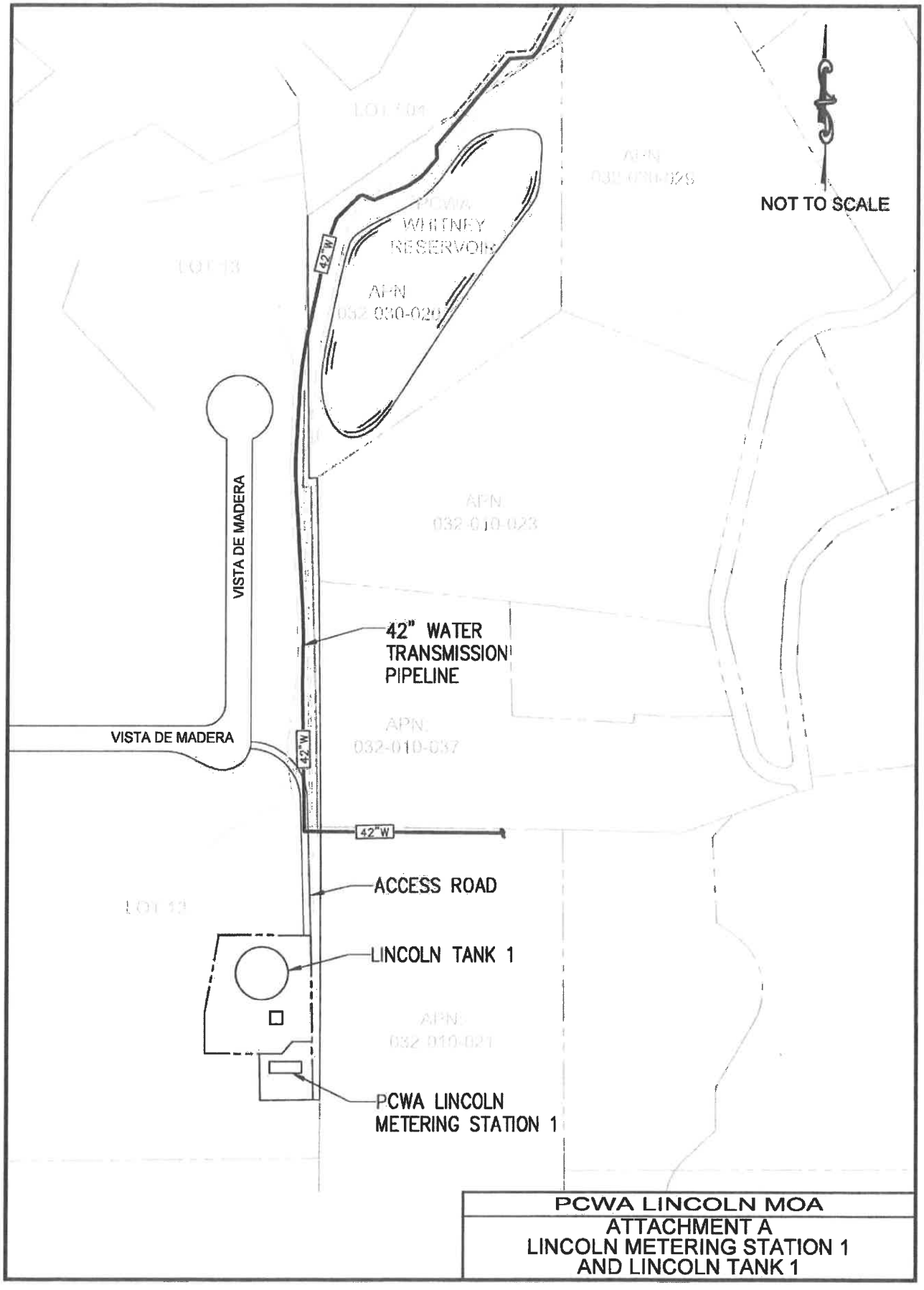
Chairman of the Board

ATTEST:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648

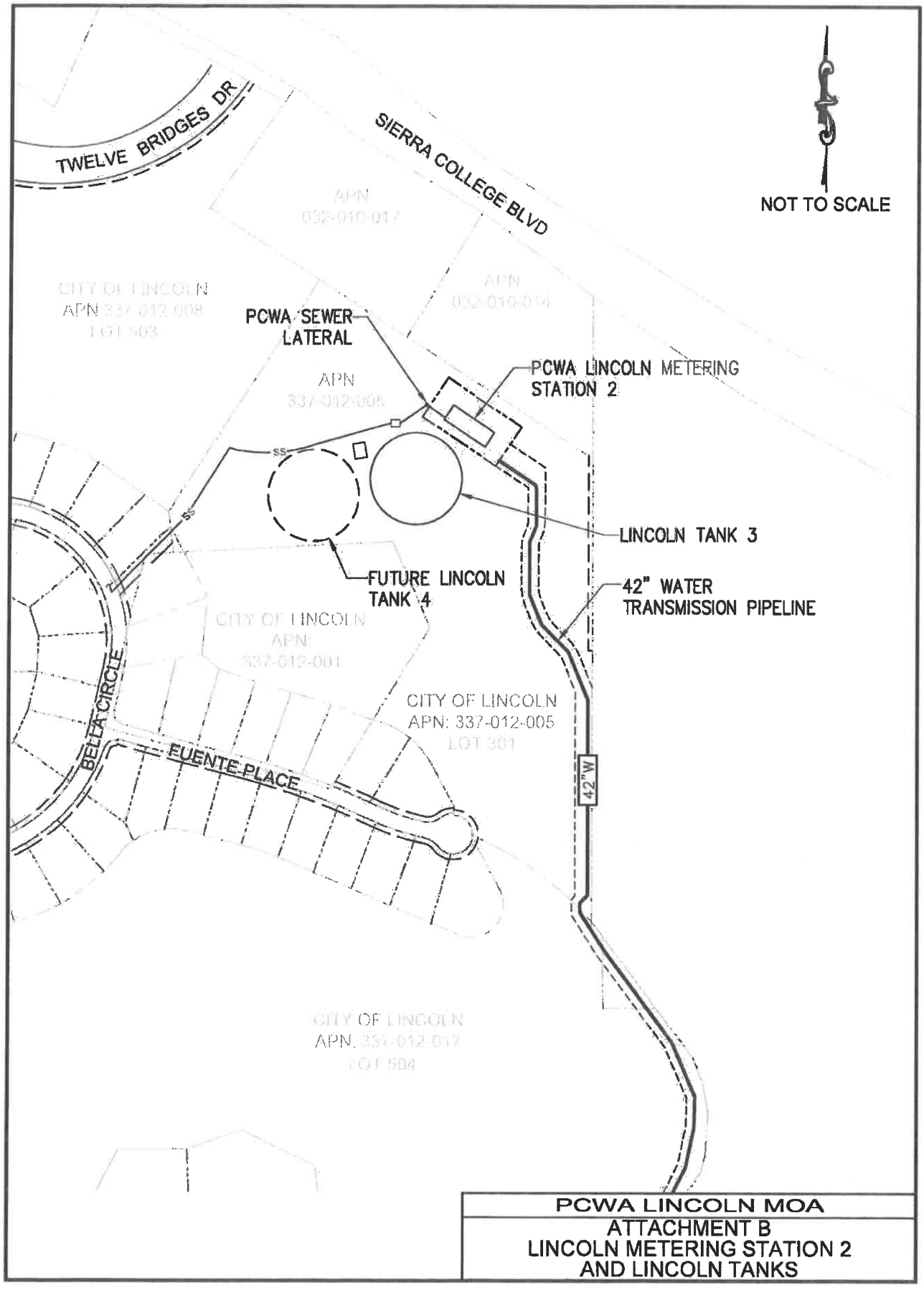
CITY OF LINCOLN

Sean Scully, City Manager



PCWA LINCOLN MOA

ATTACHMENT A
LINCOLN METERING STATION 1
AND LINCOLN TANK 1


TWELVE BRIDGES DR
SIERRA COLLEGE BLVD
NOT TO SCALE
APN
032-010-017
CITY OF LINCOLN
APN 337-012-008
LOT 503
APN
032-010-014
PCWA SEWER
LATERAL
PCWA LINCOLN METERING
STATION 2
APN
337-012-005
SS
SS
LINCOLN TANK 3
FUTURE LINCOLN
TANK 4
42" WATER
TRANSMISSION PIPELINE
CITY OF LINCOLN
APN:
337-012-001
CITY OF LINCOLN
APN: 337-012-005
LOT 301
BELLA CIRCLE
FUENTE PLACE
42"W
CITY OF LINCOLN
APN: 337-012-017
LOT 504
PCWA LINCOLN MOA
ATTACHMENT B
LINCOLN METERING STATION 2
AND LINCOLN TANKS

BOOK 7 OF MAPS, PAGE 32

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
CIVIL ENGINEERING AND PLANNING SURVEYING
ROSEVILLE, CA. 95661 (916) 773-1189

AUGUST 2003

Sheet 1 of 10 18208-LL

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS SUBDIVISION MAP; THAT THEY HEREBY RELINQUISH AND WAIVE THEIR PRIORITY TO ANY AND ALL GROUNDWATER ASSOCIATED WITH THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AS AGAINST ANY RIGHTS TO THIS GROUNDWATER THAT MAY NOW OR HEREINAFTER BE ASSERTED BY THE CITY OF LINCOLN; THAT THEY IRREVOCABLY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY AND ALL PUBLIC USES TWELVE BRIDGES DRIVE AS SHOWN HEREON; AND THAT THEY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO THE PUBLIC FOR SPECIFIC PURPOSES THE FOLLOWING:

A. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS "A" & "B" AND THOSE STRIPS OF LAND 12.5' IN WIDTH LYING CONTIGUOUS TO THE PRIVATE ROADWAY AND THE PRIVATE ACCESS EASEMENT AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

B. EMERGENCY VEHICLE ACCESS EASEMENTS FOR INGRESS/EGRESS AND USE BY PUBLIC, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL AND NATURAL DISASTER CAUSED EMERGENCIES ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND AND LOTS "A" AND "B" AS SHOWN HEREON AND DESIGNATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).

C. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, UNDER AND ACROSS THOSE STRIPS OF LAND AS SHOWN HEREON AND DESIGNATED "W.L.E." (WATER LINE EASEMENT).

JTS COMMUNITIES, INC.,
A CALIFORNIA CORPORATION

BY: Vikki Holt
PRINT NAME: Vikki Holt
ITS: Treasurer

BY: _____
PRINT NAME: _____
ITS: _____

NOTARY STATEMENT

STATE OF CALIFORNIA }
COUNTY OF } S.S.

ON SEPTEMBER 8, 2003, BEFORE ME, TIMOTHY J. O'CONNOR,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
VIKKI HOLT AND _____

☒ 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 SIGNATURE(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:

Timothy J. O'Connor
Signature — Print Name: TIMOTHY J. O'CONNOR

MY PRINCIPAL PLACE OF BUSINESS IS: SACRAMENTO COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1290839 AND EXPIRES: 1-14-05

CENTEX HOMES,
A NEVADA GENERAL PARTNERSHIP
BY: CENTEX REAL ESTATE CORPORATION,
A NEVADA CORPORATION, ITS MANAGING GENERAL PARTNER

BY: _____
PRINT NAME: STEVEN C PORTER
ITS: LAND DEVELOPMENT MANAGER

BY: _____
PRINT NAME: _____
ITS: _____

BENEFICIARY STATEMENT

BANK OF THE WEST, A NATIONAL BANKING ASSOCIATION, BENEFICIARY FOR DEED OF TRUST RECORDED JULY 5, 2002, PER DOCUMENT NO. 2002-77899 OFFICIAL RECORDS, PLACER COUNTY.

BY: _____ V.P.
PRINT NAME: RICHARD L. CARTER TITLE

BY: _____
PRINT NAME: _____ TITLE

NOTARY STATEMENT

STATE OF CALIFORNIA }
COUNTY OF Placer } S.S.

ON 9/10/03, BEFORE ME, Laura Wilder,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Richard L. Carter AND _____

☐ 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 SIGNATURE(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:

Laura Wilder
Signature — Print Name: Laura Wilder

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1327107 AND EXPIRES: Oct. 27, 2005

NOTARY STATEMENT

STATE OF CALIFORNIA }
COUNTY OF Placer } S.S.

ON Sept. 5, 2003, BEFORE ME, Jennifer A. Jurgens,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Steven C. Porter AND _____

☒ 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 SIGNATURE(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:

Jennifer A. Jurgens
Signature — Print Name: Jennifer A. Jurgens

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1425725 AND EXPIRES: June 21, 2007

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF B & Z INVESTMENTS, LLC, DURING JULY 2002. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JANUARY 1, 2005 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

DAVID W. KOPP, P.L.S. 4533
EXPIRATION DATE: DECEMBER 31, 2005

DATE: 9/15/03

CITY ENGINEER'S STATEMENT

I, JOHN E. PEDRI, CITY ENGINEER FOR THE CITY OF LINCOLN, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE SUBDIVISION OF "VERDERA LARGE LOT SUBDIVISION" LINCOLN, CALIFORNIA, COMPRISING TEN (10) SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: 9-15-03

JOHN E. PEDRI, CITY ENGINEER
CITY OF LINCOLN, R.C.E. 35,266, EXPIRES 9-30-03

CITY SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: Sept. 15, 2003

CARY G. SHUMAT, LS 4645
LICENSE EXPIRES 09-30-06

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF LINCOLN, HAS APPROVED THIS FINAL MAP OF THE SUBDIVISION OF "VERDERA LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS HEREON OFFERED FOR DEDICATION INCLUDING RELINQUISHMENT OF GROUNDWATER RIGHTS IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

AND TO THE ABANDONMENT OF A PORTION OF TWELVE BRIDGES DRIVE ROAD RIGHT OF WAY REFERENCED IN NOTE NO. 12 ON SHEET 3.

DATE: 9-16-03

CITY CLERK, CITY OF LINCOLN

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF September 2003, AT 15:13 P.M.
IN BOOK 7 MAPS, AT PAGE 32 AT THE REQUEST OF B & Z TB, LLC; CATTA VERDERA-GOLF COURSE, LLC; CENTEX HOMES; CELO PARTNERS, LLC, AND JTS COMMUNITIES, INC.

DOCUMENT NO. 2003-0163211
FEE: $35.00

JIM McCAULEY
PLACER COUNTY RECORDER

BY: _____
DEPUTY

Lts 14-16 V-31
L-1 20 V-31

Attachment C
Page 1 of 10

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

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ROSEVILLE, CA. 95661 (916) 773-1188

AUGUST 2003

Sheet 2 of 10

18208-LL

B & Z TB, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: B & Z INVESTMENTS, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: _____
BRUCE W. BELL, MEMBER

BY: _____
JAMES M. ZURBUCHEN,
CO-TRUSTEE OF THE ZURBUCHEN FAMILY TRUST, UNDER TRUST AGREEMENT DATED OCTOBER 27, 1999, MEMBER

NOTARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF Sacramento) S.S.

ON September 4, 2003 BEFORE ME, Kimberly M. Robinson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Bruce Bell AND James M Zurbuchen

☒ 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 SIGNATURE(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:

Kimberly M. Robinson — Signature
Kimberly M. Robinson — Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Sacramento COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1424471 AND EXPIRES: June 14, 2007

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER A DEED OF TRUST RECORDED ON AUGUST 19, 2003, PER DOCUMENT NUMBER 2003-0140528, OFFICIAL RECORDS OF THE COUNTY OF PLACER, AND AS TRUSTEE UNDER A DEED OF TRUST RECORDED ON AUGUST 19, 2003, PER DOCUMENT NUMBER 2003-0140529, OFFICIAL RECORDS OF THE COUNTY OF PLACER, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP IN THE RECORDS OF THE COUNTY OF PLACER.

BY: Mark Gamba
PRINT: Marcy Gamba
TITLE: Vice President

BY: _____
PRINT: _____
TITLE: _____

CERTIFICATE FOR DEDICATION

A) SUBDIVIDER DEDICATING PROPERTY:

B & Z TB, LLC
2882 PROSPECT PARK DRIVE, SUITE 250
RANCHO CORDOVA, CALIFORNIA 95670

B) DESCRIPTION OF PROPERTY BEING DEDICATED:

TWELVE BRIDGES DRIVE
(ADDITIONAL RIGHT-OF-WAY ALONG NORTHERLY SIDE OF LOT 503)

C) PUBLIC AGENCY STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF LINCOLN DOES HEREBY CERTIFY THE FOLLOWING: THAT UPON DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN (B) ABOVE IS DEDICATED, NO LONGER EXISTS, THE CITY OF LINCOLN WILL RECONVEY TO THE SUBDIVIDER, NAMED IN (A) ABOVE, ALL PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE.

TRUSTEE'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Placer) SS.

ON Sept. 10, 2003 BEFORE ME: Marcy Steele
PERSONALLY APPEARED: MARK GAMBA

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 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND
SIGNATURE: Marcy Steele
PRINT: Marcy Steele

COUNTY OF: Placer
MY COMMISSION NO: 1329339
AND EXPIRES: Nov. 10, 2005

CATTA VERDERA-GOLF COURSE, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Christopher R. Steele
CHRISTOPHER R. STEELE,
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT DATED JUNE 22, 1994, MEMBER

NOTARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer) S.S.

ON September 9, 2005 BEFORE ME, John W. Gibson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Christopher R. Steele AND _____

☒ 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 SIGNATURE(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:

John W. Gibson — Signature
John W. Gibson — Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1234678 AND EXPIRES: September 16, 2003

CATTA VERDERA-VILLAGE 13, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: CRSTB PARTNERS, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: Christopher R Steele
CHRISTOPHER R. STEELE,
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT DATED JUNE 22, 1994, MEMBER

NOTARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer) S.S.

ON September 9, 2005 BEFORE ME, John W. Gibson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Christopher R. Steele AND _____

☒ 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 SIGNATURE(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:

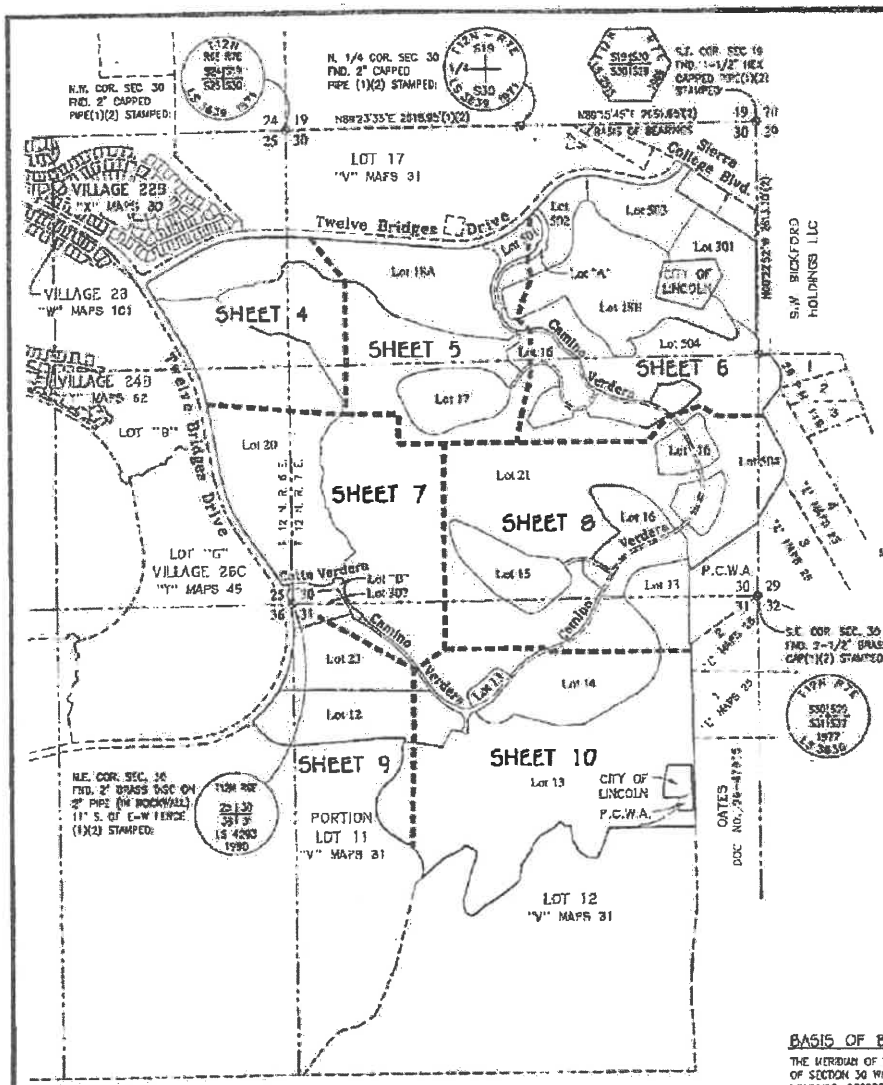
John W. Gibson — Signature
John W. Gibson — Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1234678 AND EXPIRES: September 16, 2003

Attachment C
Page 2 of 10

BOOK 2 OF MAPS, PAGE 32



LEGEND:

○	DIMENSION POINT
●	FOUND COPPERWELD MARKER WITH CENTER PUNCH IN MONUMENT WELL SET PER (1)
⊠	FOUND COPPERWELD MARKER WITH CENTER PUNCH IN MONUMENT WELL, STAMPED "L.S. 6046" SET PER "W" MAPS 55 (SUN CITY LINCOLN HILLS PHASE 4)
⌀	FOUND 3/4" GALVANIZED PIPE WITH PLASTIC CAP, STAMPED "L.S. 6046" SET PER "W" MAPS 55
⊕ ⊠	FOUND SECTION CORNER, QUARTER CORNER, AS NOTED
⊟	QUARTER SECTION CORNER AS NOTED. (NOT FOUND)
⊠	SET COPPERWELD MARKER WITH CENTER PUNCH IN MONUMENT WELL STAMPED "L.S. 4533"
⌀	SET 3/4" GALVANIZED PIPE, L.S. 4533
(R)	RADIAL BEARING
(1)	"V" MAPS 31 (TWELVE BRIDGES LARGE LOT SUBD.)
(2)	14 SURVEY 128 (TWELVE BRIDGES RDS.)
(3)	"X" MAPS 30 (VILLAGE 22B SUN CITY LINCOLN HILLS)
(4)	DOC. NO. 2000-002424 (CERTIFICATE OF CORRECTION)
(5)	DOC. NO. 2000-059893
(6)	DOC. NO. 2001-010055
(7)	DOC. NO. 2001-122933
(8)	DOC. NO. 2002-057628 (LOT LINE ADJUSTMENT)
(9)	31 P.M. 34
(OA)	OVERALL
O.R.P.C.	OFFICIAL RECORDS OF PLACER COUNTY
P.M.	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
S.F.	SQUARE FEET
N.A.P.C.T.S.	NOT A PART OF THIS SURVEY
R.O.W.	RIGHT OF WAY

NOTES:

1. TOTAL GROSS ACREAGE OF VERDERA LARGE LOT SUBDIVISION IS: 845.014 ACRES. THIS SUBDIVISION CONTAINS 10 LARGE LOTS, 4 OPEN SPACE LOTS (501 – 504), 2 MISCELLANEOUS LOTS (301-FUTURE CITY PARK SITE AND PROPOSED CITY WATER STORAGE TANK SITE & 302) AND 2 PRIVATE ROAD LOTS ("A" & "B"). THERE ARE 3 PARCELS OF LAND (EXCEPTIONS) THAT LIE ENTIRELY WITHIN THE BOUNDARY OF THIS SUBDIVISION.
2. SOURCE OF METES AND BOUNDS: DOC. NO 2002-077898, JTS COMMUNITIES, INC.
3. THIS PROJECT MAY NOT USE THE NAME "HOFMAN RANCH" OR "HOFMAN", AS DESCRIBED IN BOOK 2509 AT PAGE 421 OFFICIAL RECORDS PLACER COUNTY.
4. ALL CURVE DIMENSIONS ARE IN RADIUS, DELTA AND ARC LENGTH.
5. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. THE SUM OF THE INDIVIDUAL PARTS OF A GIVEN LINE OR CURVE MAY NOT EQUAL THE OVERALL WHOLE DUE TO ROUNDING.
7. ALL ANGLE POINTS, REAR LOT CORNERS AND FRONT LOT CORNERS ARE MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED L.S. 4533. FRONT LOT CORNERS WILL BE RESET AS NEEDED WITH THE SMALL LOT VILLAGE FINAL MAPS.
8. THIS PROPERTY MAY BE AFFECTED BY THE FOLLOWING EASEMENTS THAT ARE UNDISCLOSED AS TO THEIR EXACT LOCATION:
   A) CONSTRUCTION/MAINTENANCE OF DAM, RESERVOIR, PIPELINE TO THE CITY OF LINCOLN RECORDED IN BOOK 3 OF CONTRACTS, PAGE 9 O.R.P.C.;
   B) DITCH FOR WATER TO CITRUS FRUIT COMPANY RECORDED IN BOOK 69 DEEDS, PAGE 570, O.R.P.C.
9. THE CITY OF LINCOLN MAY REQUIRE THE DEVELOPER OF ANY LARGE LOT TO CONSTRUCT SIGNIFICANT ON AND OFF SITE IMPROVEMENTS AS SET FORTH IN THE "PLACER HOLDINGS, INC. DEVELOPMENT AGREEMENT" WITH THE CITY OF LINCOLN, COVERING THE "TWELVE BRIDGES PROJECT" PER DOCUMENT NO. 98-053215, AMENDED PER DOC. NOS. 99-084205, 2001-008137, 2001-046026 AND 2002-136067, O.R.P.C. THE COSTS OF THE IMPROVEMENTS SHALL BE BORNE BY THE DEVELOPER OF THE LARGE LOTS.
10. CONDITIONS AND APPROVALS SET FORTH PER THE TENTATIVE MAP (LARGE LOT) AND SPECIFIC DEVELOPMENT PLAN APPROVED BY THE CITY OF LINCOLN JANUARY 13, 1998 PER CITY COUNCIL RES. NO. 98-06.
11. THE WATERLINE EASEMENT PER BK. 511, PG. 372, O.R.P.C., TO THE CITY OF LINCOLN WAS INCORRECTLY SHOWN ON THE MAP OF "TWELVE BRIDGES LARGE LOT SUBD." PER BOOK "V" OF MAPS, PG 31, P.C.R. DUE TO A LACK OF DEED ROTATION TO THE SAID BASIS OF BEARINGS.
12. PORTIONS OF TWELVE BRIDGES DRIVE AS SHOWN ON THE OFFER OF DEDICATION PER DOCUMENT NO. 2001-053955, O.R.P.C., (PORTIONS OF THE RETURNS ALONG THE EASTERN RIGHT-OF-WAY OF TWELVE BRIDGES AS SHOWN ON SHEET 7) AND PORTIONS ALONG THE NORTHERLY LINE OF LOT 503 PER "V" MAPS 31 ARE HEREBY ABANDONED BY THE FILING OF THIS FINAL MAP PURSUANT TO SECTION 66434(g) AND 66499.20 1/2 OF THE SUBDIVISION MAP ACT (2002).
13. THE 25-FOOT WIDE WATERLINE, ELECTRIC LINE AND INGRESS/EGRESS EASEMENT TO P.G.&E. PER BOOK 1048, PAGE 473, O.R.P.C. AND THE 25-FOOT WIDE WATERLINE, ELECTRIC LINE AND INGRESS/EGRESS EASEMENT TO PLACER COUNTY WATER WORKS DISTRICT NO. 1 PER BOOK 1486, PAGE 476, O.R.P.C. LIE ENTIRELY WITHIN THE EASEMENT AREAS OF DOC. NOS. 97-35571 & 97-35582, O.R.P.C. AS SHOWN ON THIS MAP.

N

0 400 800 1500
SCALE: 1"=800'

BASIS OF BEARINGS:

THE MERIDIAN OF THIS SURVEY IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 30 WHICH IS N88°18'45"E AS SHOWN ON THE "12 BRIDGES PLACER HOLDINGS, RECORD OF SURVEY NO. 1921" RECORDED IN BOOK 14 OF SURVEYS AT PAGE 128, OFFICIAL RECORDS OF PLACER COUNTY, AND WAS DETERMINED FROM THE MONUMENTS SHOWN HEREON AS FOUND.

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 21 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 30, TOWNSHIP 12 NORTH, RANGE 8 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN.

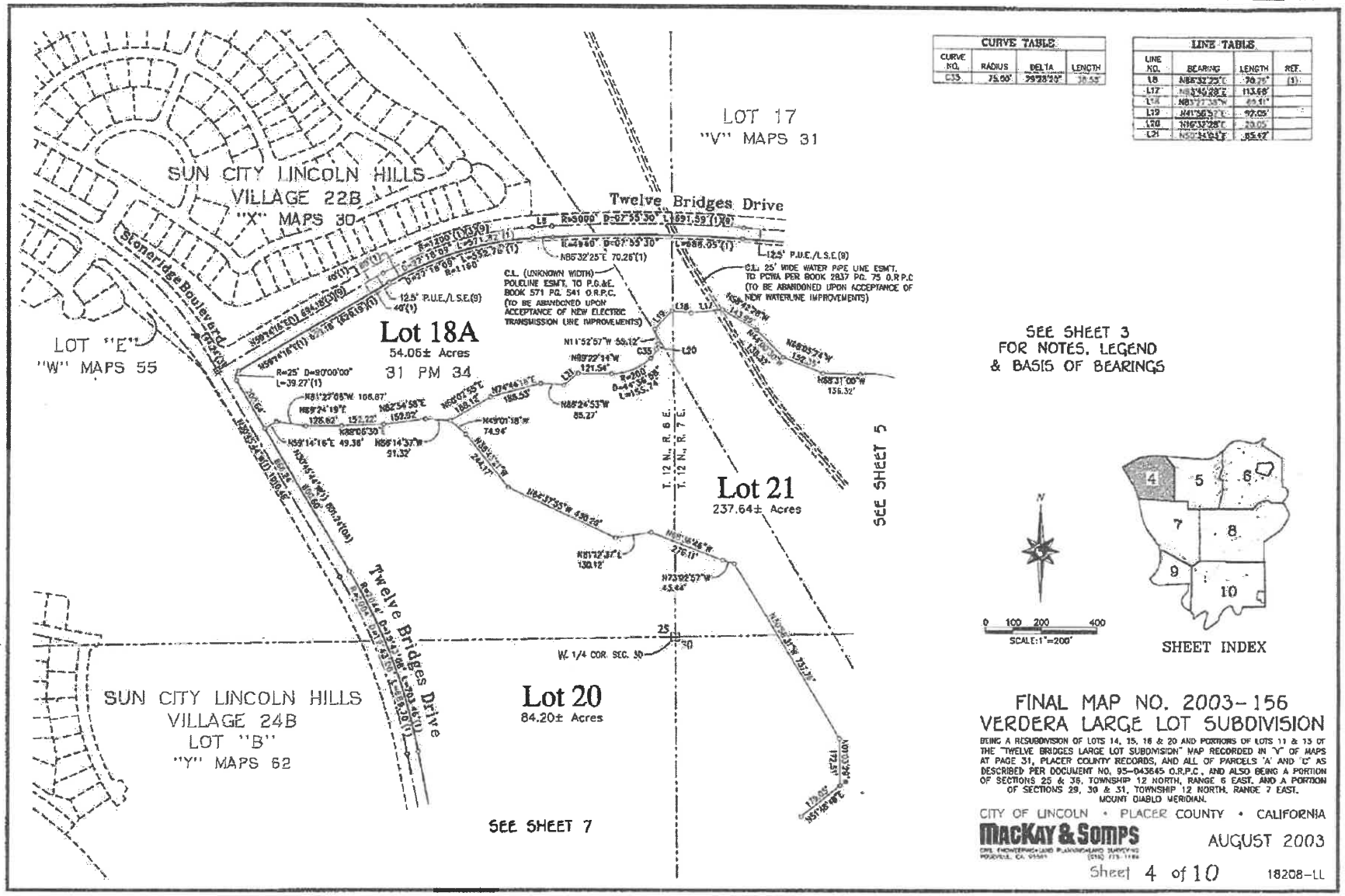
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AUGUST 2003

Sheet 3 of 10 18208-11

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C35	75.00'	39°28'29"	38.58'

LINE TABLE			
LINE NO.	BEARING	LENGTH	REF.
L18	N85°32'25"E	70.26'	(1)
L17	N83°40'28"E	113.68'	
L16	N83°27'38"W	65.41'	
L19	N41°26'57"E	97.05'	
L20	N16°33'28"E	23.05'	
L21	N50°34'04"E	85.67'	

SEE SHEET 3
FOR NOTES, LEGEND
& BASIS OF BEARINGS

SHEET INDEX

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 13 & 19 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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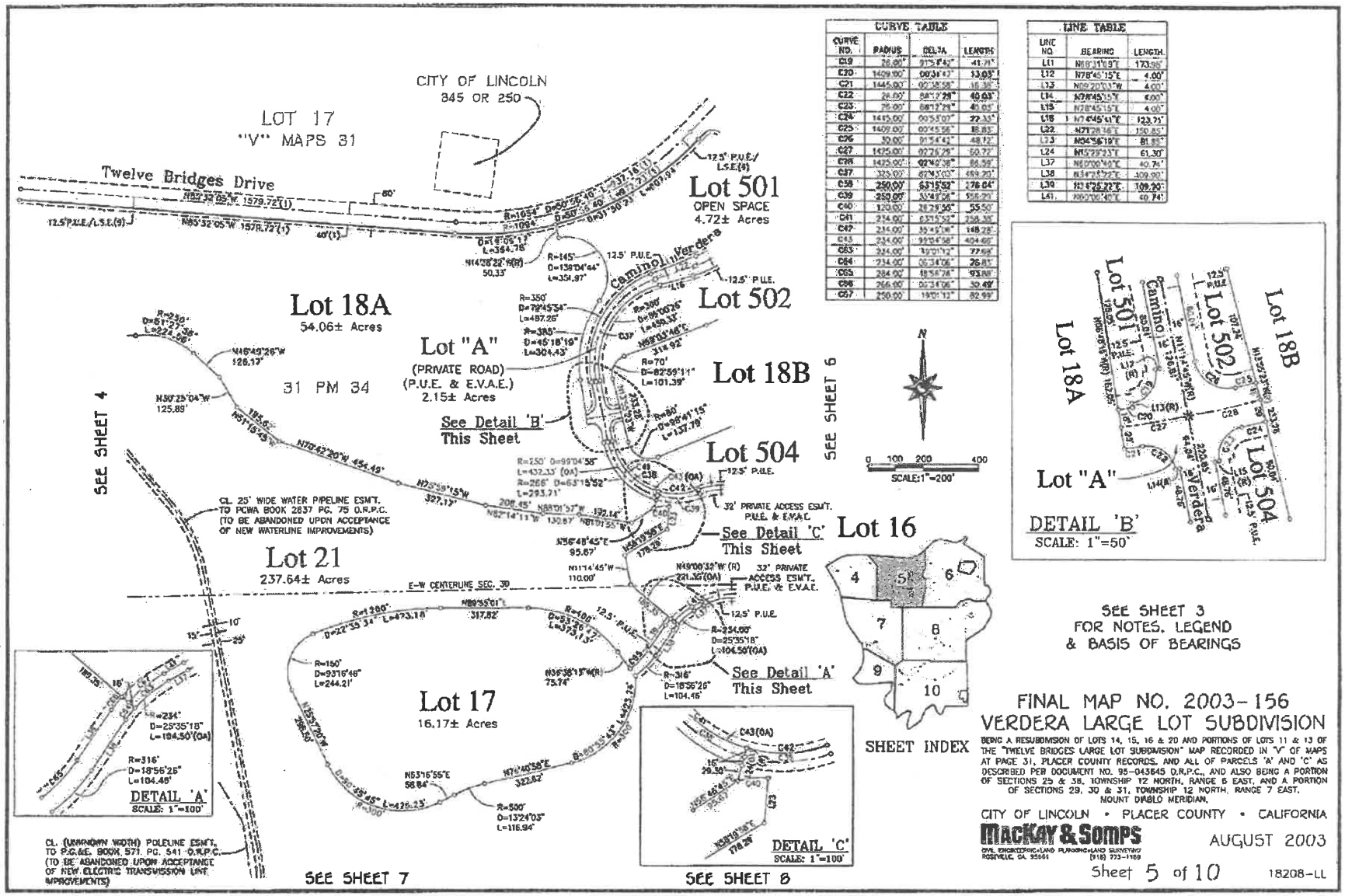
MACKAY & SOMPS

AUGUST 2003

Sheet 4 of 10 18208-LL

Attachment C
Page 4 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C19	25.00'	97°58'42"	41.71'
C20	1409.00'	00°39'43"	13.03'
C21	1445.00'	02°38'58"	66.86'
C22	25.00'	88°17'28"	40.03'
C23	25.00'	88°17'28"	40.03'
C24	1445.00'	00°53'07"	22.33'
C25	1409.00'	00°45'56"	18.83'
C26	30.00'	91°54'41"	48.12'
C27	1425.00'	02°26'29"	60.72'
C28	1425.00'	02°46'38"	68.98'
C37	325.00'	67°53'03"	469.20'
C38	250.00'	63°15'52"	276.04'
C39	350.00'	30°47'08"	188.00'
C40	120.00'	26°29'56"	55.50'
C41	214.00'	63°15'52"	236.30'
C42	234.00'	35°45'36"	146.08'
C43	234.00'	97°54'58"	404.60'
C53	344.00'	12°51'12"	77.18'
C54	234.00'	06°34'06"	26.81'
C55	284.00'	18°56'28"	93.89'
C56	266.00'	06°34'06"	30.49'
C57	250.00'	19°01'12"	82.99'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L11	N89°11'19"E	173.96'
L12	N78°45'15"E	4.00'
L13	N09°20'01"W	4.00'
L14	N78°45'15"E	4.00'
L15	N78°45'15"E	4.00'
L16	N14°45'41"E	123.71'
L22	N73°28'36"E	150.85'
L23	N36°56'19"E	81.89'
L24	N15°27'23"E	61.30'
L37	N69°00'36"E	60.74'
L38	N34°45'15"E	109.00'
L39	N21°25'22"E	109.00'
L41	N89°00'40"E	60.74'

SEE SHEET 3
FOR NOTES, LEGEND
& BASIS OF BEARINGS

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN,

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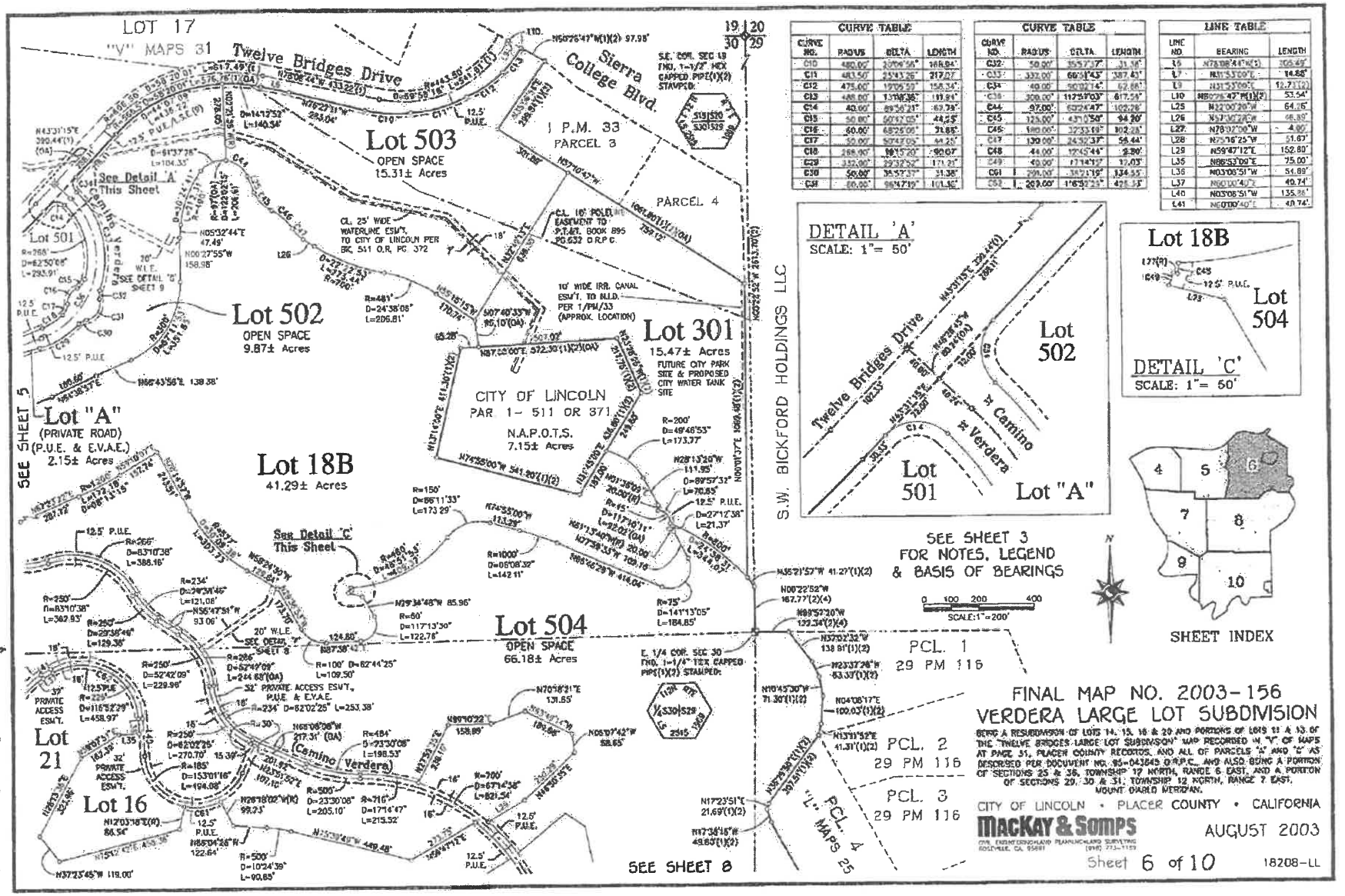
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AUGUST 2003

Sheet 5 of 10 18208-LL

Attachment C
Page 5 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C10	480.00'	20°04'56"	168.24'
C11	481.50'	25°43'26"	217.07'
C12	475.00'	19°05'52"	158.34'
C13	488.00'	13°48'38"	117.61'
C14	40.00'	89°26'21"	62.45'
C15	50.00'	60°12'05"	48.85'
C16	50.00'	68°25'00"	59.69'
C17	50.00'	52°43'55"	46.23'
C18	288.00'	18°15'20"	91.07'
C29	350.00'	29°32'52"	171.31'
C30	50.00'	35°57'37"	31.38'
C31	50.00'	69°47'39"	101.56'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C32	50.00'	35°57'37"	31.38'
C33	350.00'	66°01'43"	387.45'
C34	40.00'	90°00'14"	62.83'
C35	300.00'	117°37'03"	615.74'
C44	97.00'	52°24'47"	106.28'
C45	125.00'	43°10'58"	94.20'
C46	180.00'	32°33'19"	102.28'
C47	130.00'	24°30'37"	55.44'
C48	44.00'	17°45'44"	13.90'
C49	50.00'	47°14'17"	41.03'
C61	200.00'	34°21'19"	124.55'
C62	200.00'	16°51'23"	58.83'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L6	N78°08'44"W(C)	205.49'
L7	N31°53'09"E	14.68'
L9	N31°53'09"E	12.71'(2)
L10	N89°26'47"W(1)(2)	53.54'
L25	N12°00'28"W	64.26'
L26	N53°30'28"W	66.89'
L27	N78°02'08"W	4.90'
L28	N75°16'25"W	51.67'
L29	N59°47'12"E	152.80'
L35	N86°53'09"E	75.00'
L36	N03°06'51"W	54.89'
L37	N60°00'40"E	40.74'
L40	N03°06'51"W	135.26'
L41	N60°00'40"E	40.74'

SEE SHEET 3 FOR NOTES, LEGEND & BASIS OF BEARINGS

SCALE: 1"= 200'

SHEET INDEX

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "Y" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043649 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

MacKAY & SOMPS

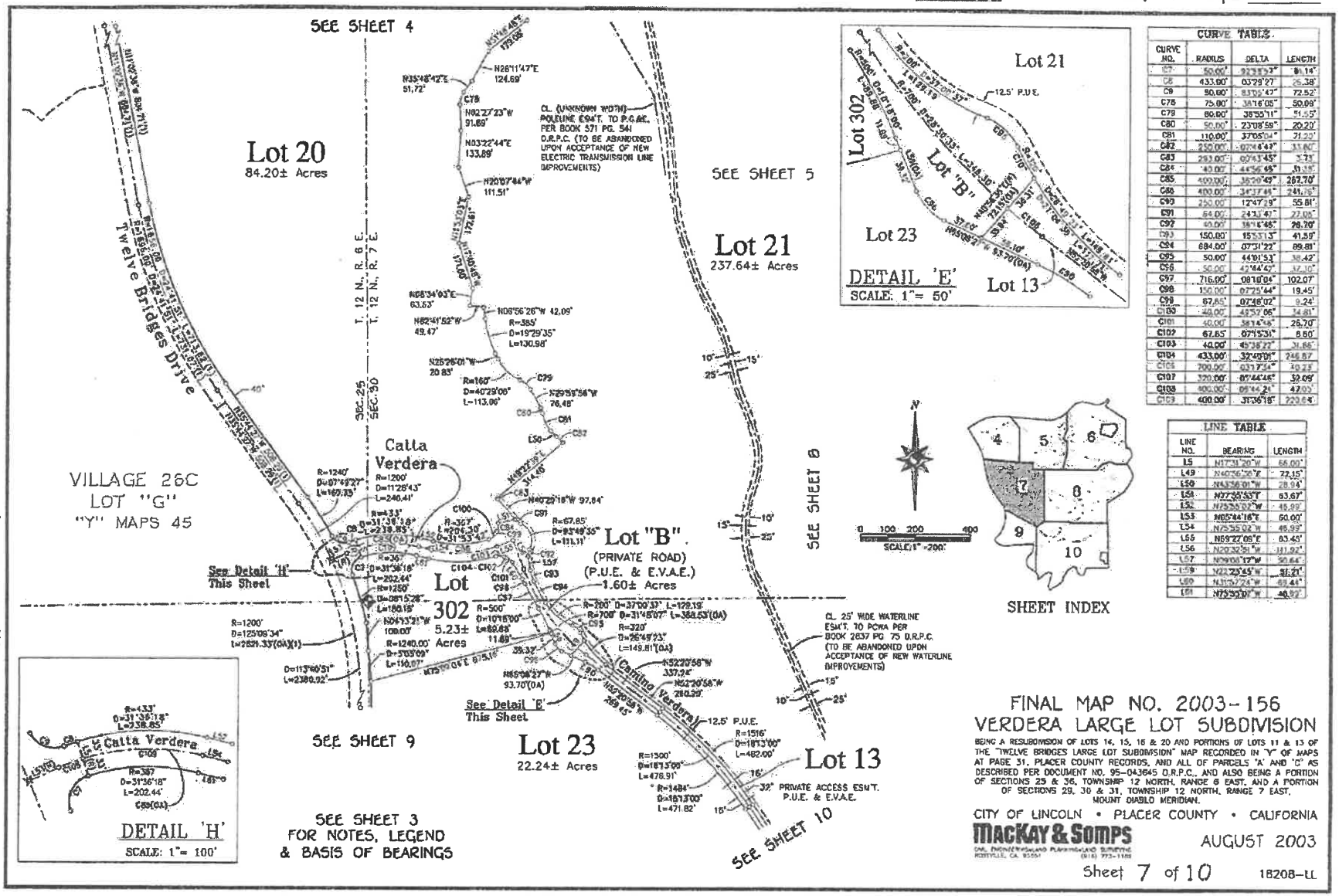
AUGUST 2003

Sheet 6 of 10

18208-LL

Attachment C
Page 6 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C5	50.00'	92°33'33"	80.78'
C6	433.00'	03°29'27"	26.38'
C9	50.00'	83°00'47"	72.52'
C75	75.00'	38°16'05"	50.09'
C79	80.00'	38°35'11"	51.55'
C80	50.00'	23°08'59"	20.20'
C81	110.00'	37°05'04"	71.22'
C82	250.00'	07°46'49"	33.90'
C83	293.00'	07°43'45"	3.71'
C84	40.00'	44°56'49"	31.38'
C85	400.00'	38°20'49"	267.70'
C86	400.00'	34°37'48"	241.78'
C90	250.00'	12°47'19"	55.81'
C91	64.00'	24°37'47"	27.05'
C92	40.00'	38°16'48"	26.70'
C93	150.00'	15°53'13"	41.59'
C94	684.00'	07°31'22"	89.81'
C95	50.00'	44°01'53"	38.42'
C96	50.00'	47°44'42"	37.10'
C97	716.00'	08°10'04"	102.07'
C98	150.00'	07°25'44"	19.45'
C99	67.65'	07°46'02"	9.24'
C100	40.00'	48°57'06"	34.81'
C101	40.00'	38°16'48"	26.70'
C102	67.65'	07°15'31"	8.60'
C103	40.00'	49°26'22"	34.86'
C104	433.00'	32°49'01"	248.07'
C105	700.00'	03°37'34"	44.28'
C107	320.00'	07°44'45"	32.09'
C108	400.00'	08°44'21"	42.00'
C109	400.00'	31°36'18"	220.64'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L5	N17°31'20"W	58.00'
L49	N40°36'26"E	22.15'
L50	N43°56'01"W	28.94'
L51	N72°25'55"E	63.67'
L52	N75°55'02"W	45.99'
L53	N05°44'16"E	50.00'
L54	N75°55'02"W	46.99'
L55	N69°27'05"E	63.45'
L56	N20°32'55"W	181.92'
L57	N79°01'17"W	50.64'
L58	N22°23'45"W	91.21'
L59	N15°27'24"W	69.41'
L61	N75°55'02"W	46.92'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "Y" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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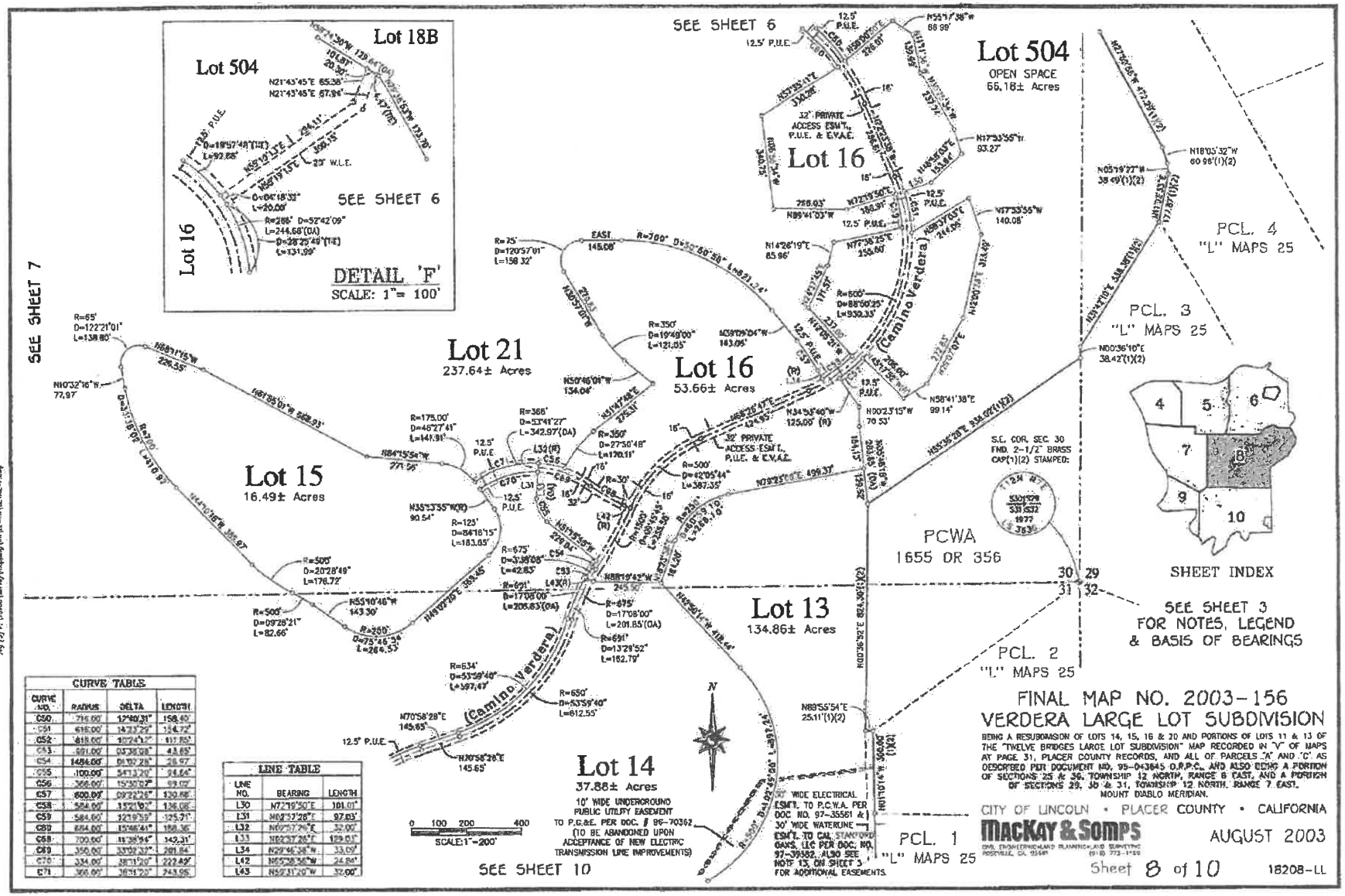
MACKAY & SOMPS
CIVIL ENGINEERING AND PLANNING LAND SURVEYING
ROSEVILLE, CA. 95661 (916) 773-1100

AUGUST 2003

Sheet 7 of 10 18208-LL

Attachment C
Page 7 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C50	716.00'	12°50'31"	158.40'
C51	616.00'	14°23'29"	154.72'
C52	616.00'	10°04'17"	111.80'
C53	691.00'	05°36'08"	43.65'
C54	1484.00'	01°07'26"	29.97'
C55	100.00'	54°13'20"	94.64'
C56	366.00'	15°30'02"	99.05'
C57	600.00'	09°23'26"	130.86'
C58	584.00'	13°21'02"	136.08'
C59	584.00'	12°19'59"	125.71'
C60	654.00'	15°06'41"	166.36'
C68	700.00'	11°39'34"	142.31'
C69	350.00'	33°02'20"	201.84'
C70	334.00'	38°11'20"	222.69'
C71	366.00'	38°11'20"	243.95'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L30	N72°19'50"E	101.01'
L31	N68°57'26"E	97.03'
L32	N05°57'26"E	32.00'
L33	N82°57'26"E	129.01'
L34	N29°46'38"W	33.09'
L42	N65°28'56"W	24.84'
L43	N52°31'20"W	32.00'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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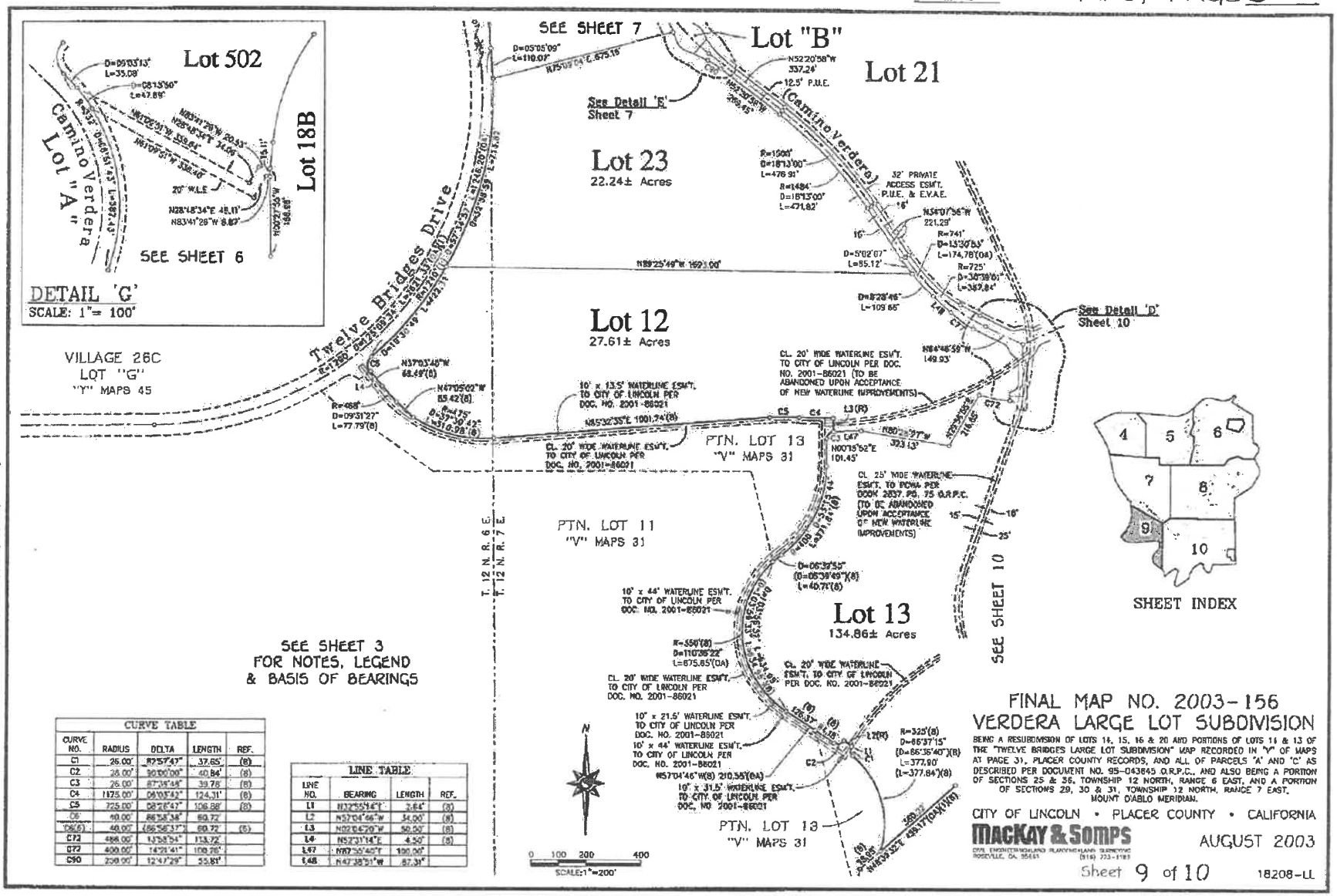
MacKAY & SOMPS
CIVIL ENGINEERING AND PLANNING AND SURVEYING
ROSEVILLE, CA 95661 (916) 773-1550

AUGUST 2003

Sheet 8 of 10 18208-LL

Attachment C
Page 8 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	REF.
C1	25.00'	87°57'47"	37.65'	(B)
C2	25.00'	90°00'00"	40.84'	(B)
C3	25.00'	87°35'55"	39.76'	(B)
C4	1175.00'	06°03'42"	124.31'	(B)
C5	725.00'	08°26'47"	106.88'	(B)
C6	60.00'	86°58'38"	89.72'	
C6(R)	60.00'	(86°58'37")	89.72'	(B)
C72	486.00'	13°58'54"	118.72'	
C77	400.00'	14°21'41"	100.26'	
C90	250.00'	12°47'29"	55.81'	

LINE TABLE			
LINE NO.	BEARING	LENGTH	REF.
L1	N32°55'14"E	2.64'	(B)
L2	N57°04'46"W	34.00'	(B)
L3	N02°54'29"W	50.00'	(B)
L4	N57°31'14"E	4.50'	(B)
L47	N87°55'40"E	100.00'	
L48	N47°38'21"W	87.31'	

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "Y" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043845 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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MACKAY & SOMPS

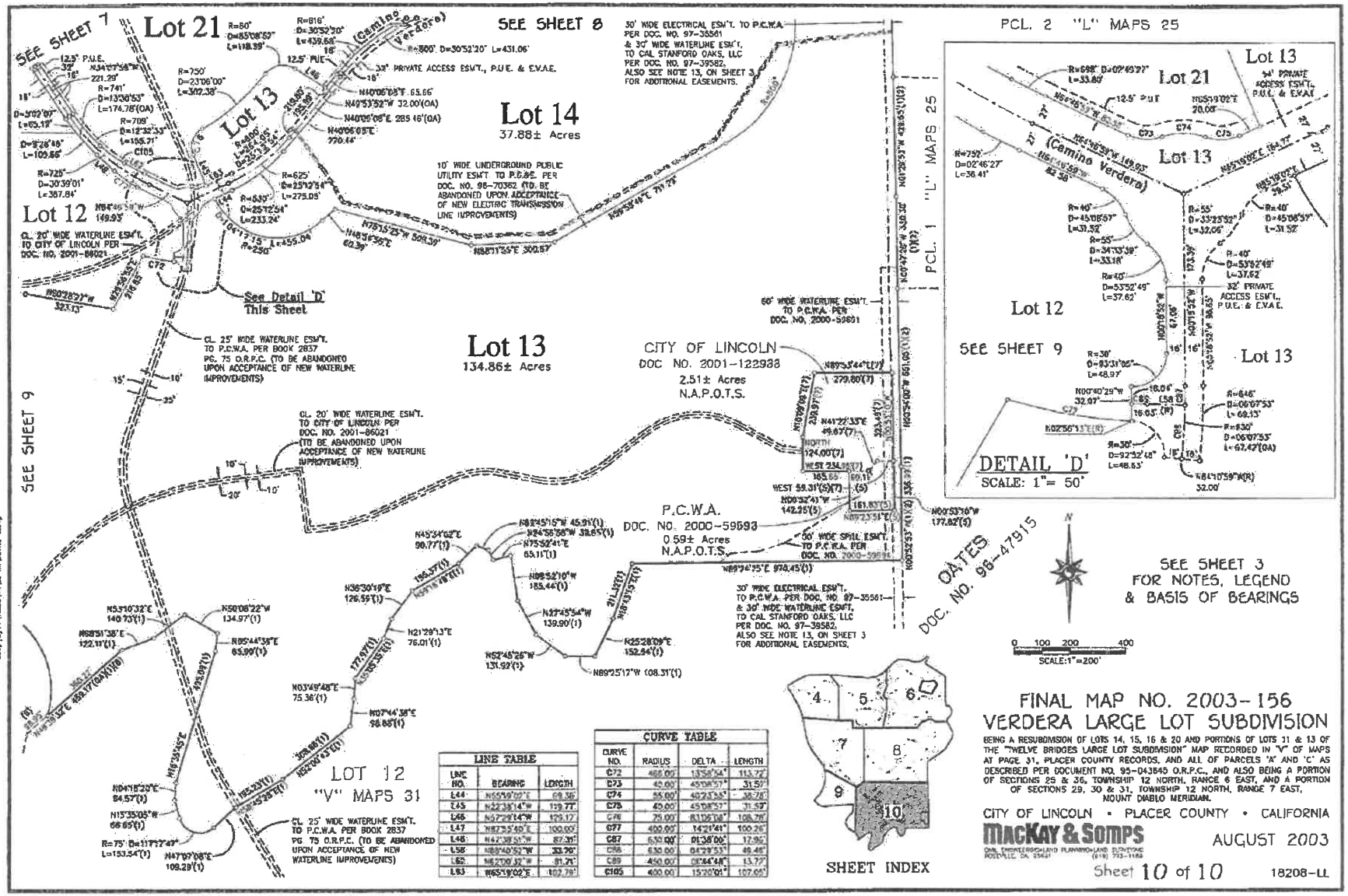
AUGUST 2003

Sheet 9 of 10

18208-LL

Attachment C
Page 9 of 10

BOOK 2 OF MAPS, PAGE 32



LINE TABLE		
LINE NO.	BEARING	LENGTH
L44	N65°59'02"E	69.36'
L45	N22°38'14"W	139.77'
L46	N67°29'14"W	129.12'
L47	N87°35'40"E	100.00'
L48	N47°38'30"W	87.31'
L56	N89°40'52"W	33.79'
L82	N62°00'32"W	91.71'
L93	N65°59'02"E	107.79'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C72	468.00'	13°58'24"	113.72'
C73	40.00'	45°08'57"	31.52'
C74	55.00'	40°23'56"	38.78'
C75	40.00'	45°08'57"	31.52'
C76	75.00'	81°06'08"	106.16'
C77	400.00'	14°21'49"	100.26'
C87	530.00'	01°36'06"	17.96'
C96	530.00'	04°23'31"	40.46'
C89	450.00'	01°44'48"	13.77'
C105	400.00'	15°20'01"	107.05'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 21 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

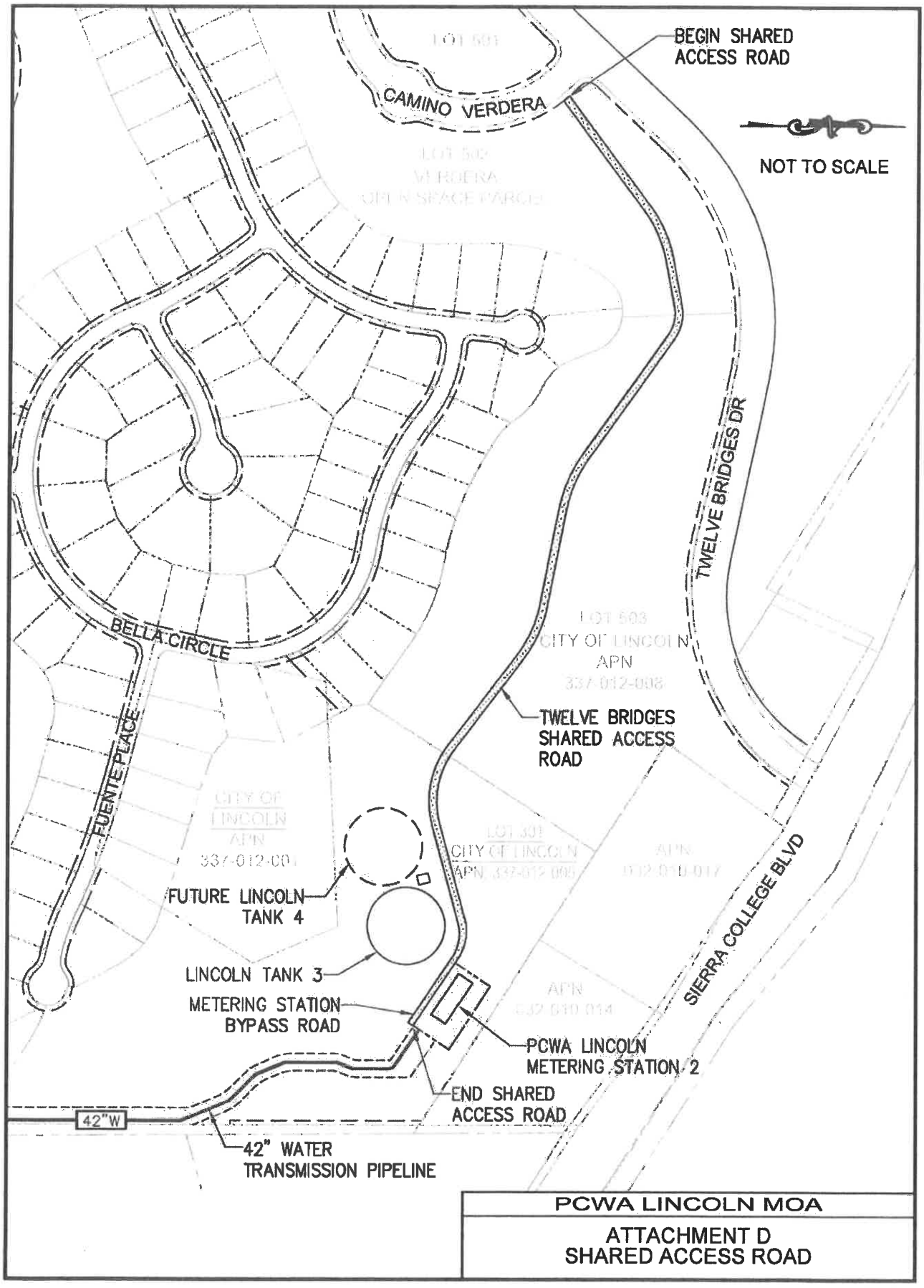
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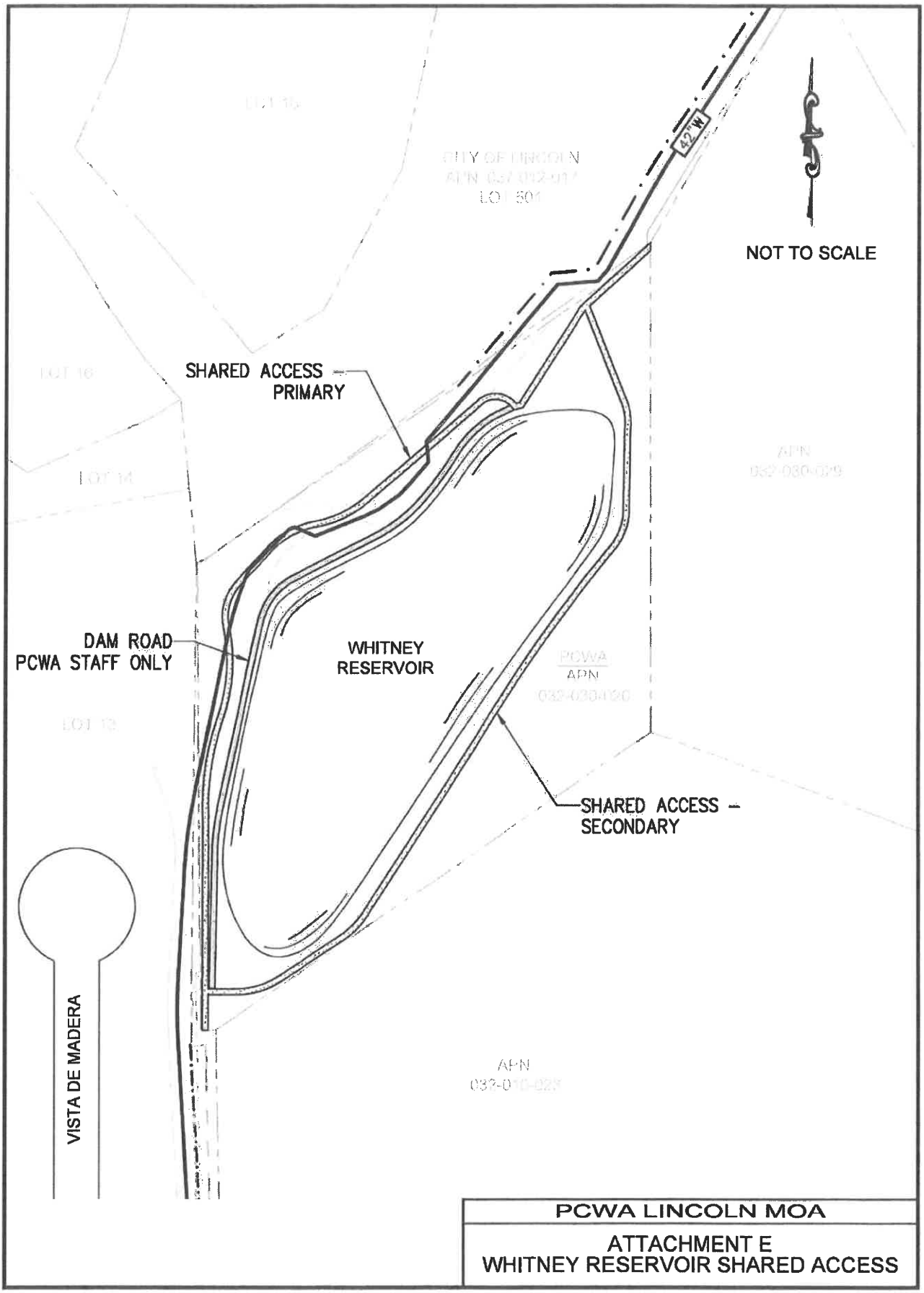
MacKAY & SOMPS

AUGUST 2003

Sheet 10 of 10 18208-LL

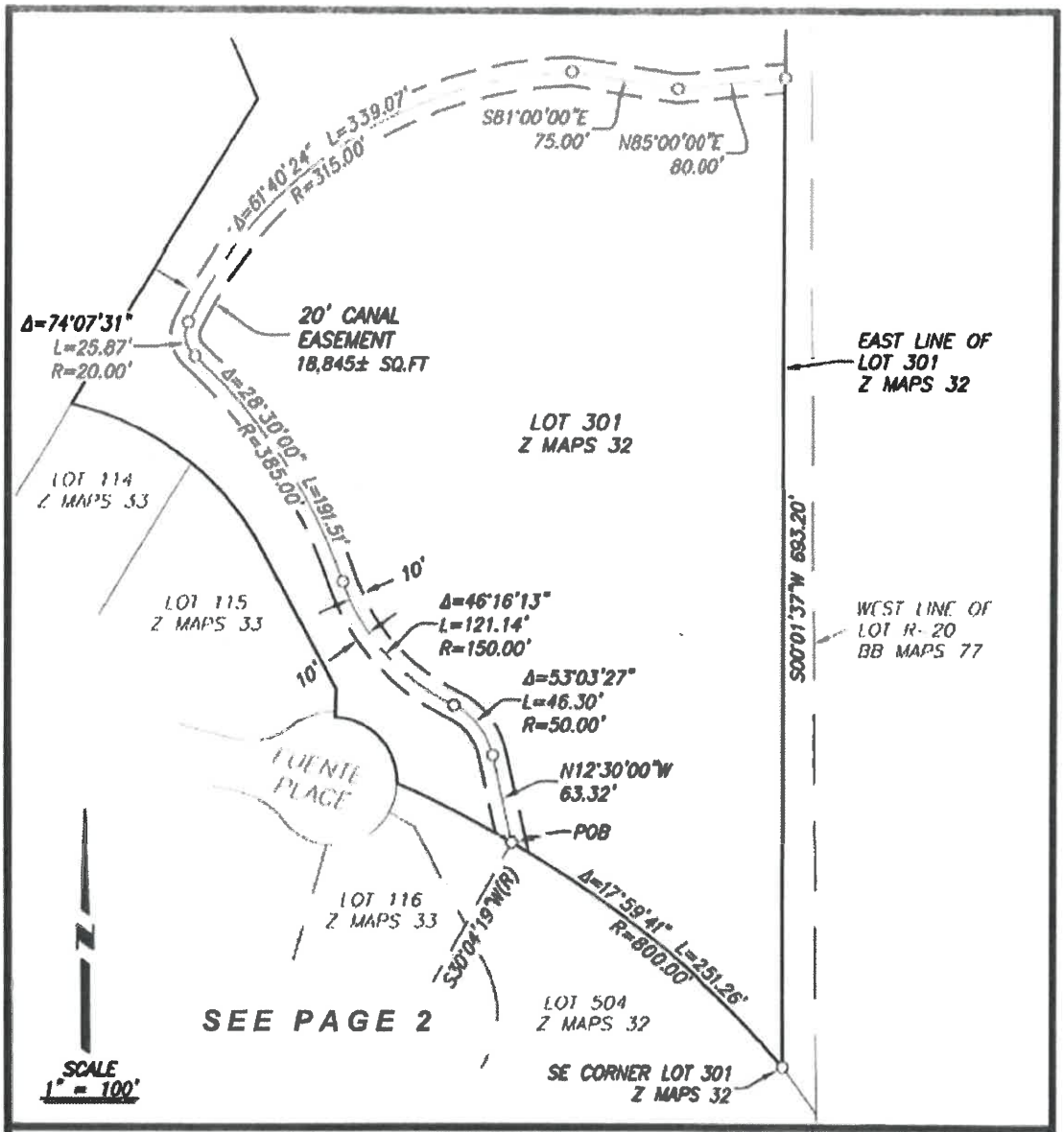
Attachment C
Page 10 of 10


BEGIN SHARED ACCESS ROAD
CAMINO VERDERA
NOT TO SCALE
TWELVE BRIDGES DR
BELLA CIRCLE
FUENTE PLACE
TWELVE BRIDGES SHARED ACCESS ROAD
FUTURE LINCOLN TANK 4
LINCOLN TANK 3
METERING STATION BYPASS ROAD
PCWA LINCOLN METERING STATION 2
END SHARED ACCESS ROAD
42"W
42" WATER TRANSMISSION PIPELINE
SIERRA COLLEGE BLVD
PCWA LINCOLN MOA
ATTACHMENT D
SHARED ACCESS ROAD



PCWA LINCOLN MOA

ATTACHMENT E
WHITNEY RESERVOIR SHARED ACCESS



20' CANAL EASEMENT
LOT 301, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
DT. 12-31-20
STATE OF CALIFORNIA

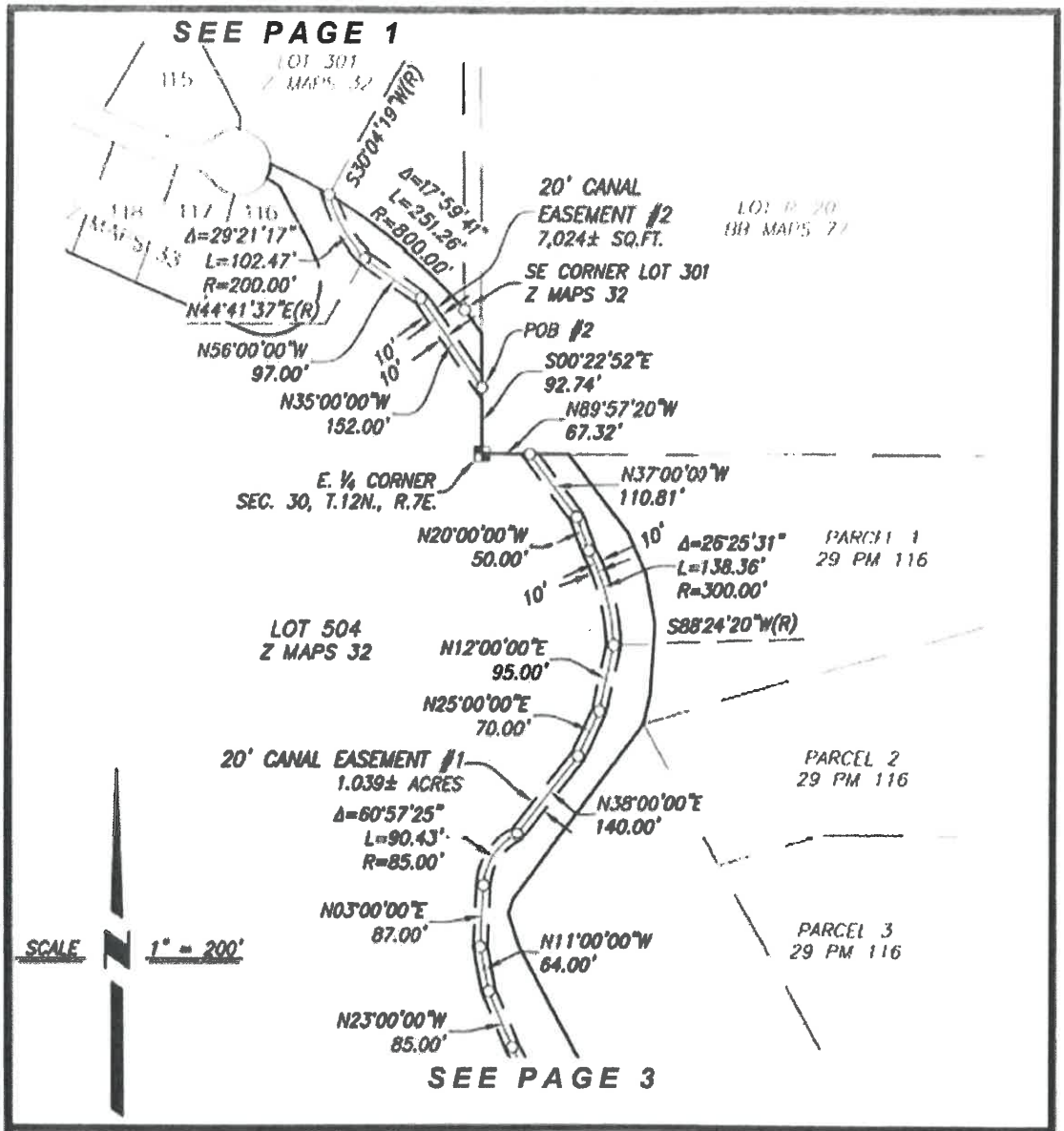
CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Tavern Grove Blvd, Suite 130 Roseville, CA 95678
Phone 916 773-4005 Fax 916 773-4106

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	07-13-20

FILE: K:\113600\SURVEY\CANAL ESMT LOT 301.dwg

PCWA LINCOLN MOA

ATTACHMENT F
PCWA LINCOLN MOA
PAGE 1 OF 3



20' CANAL EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

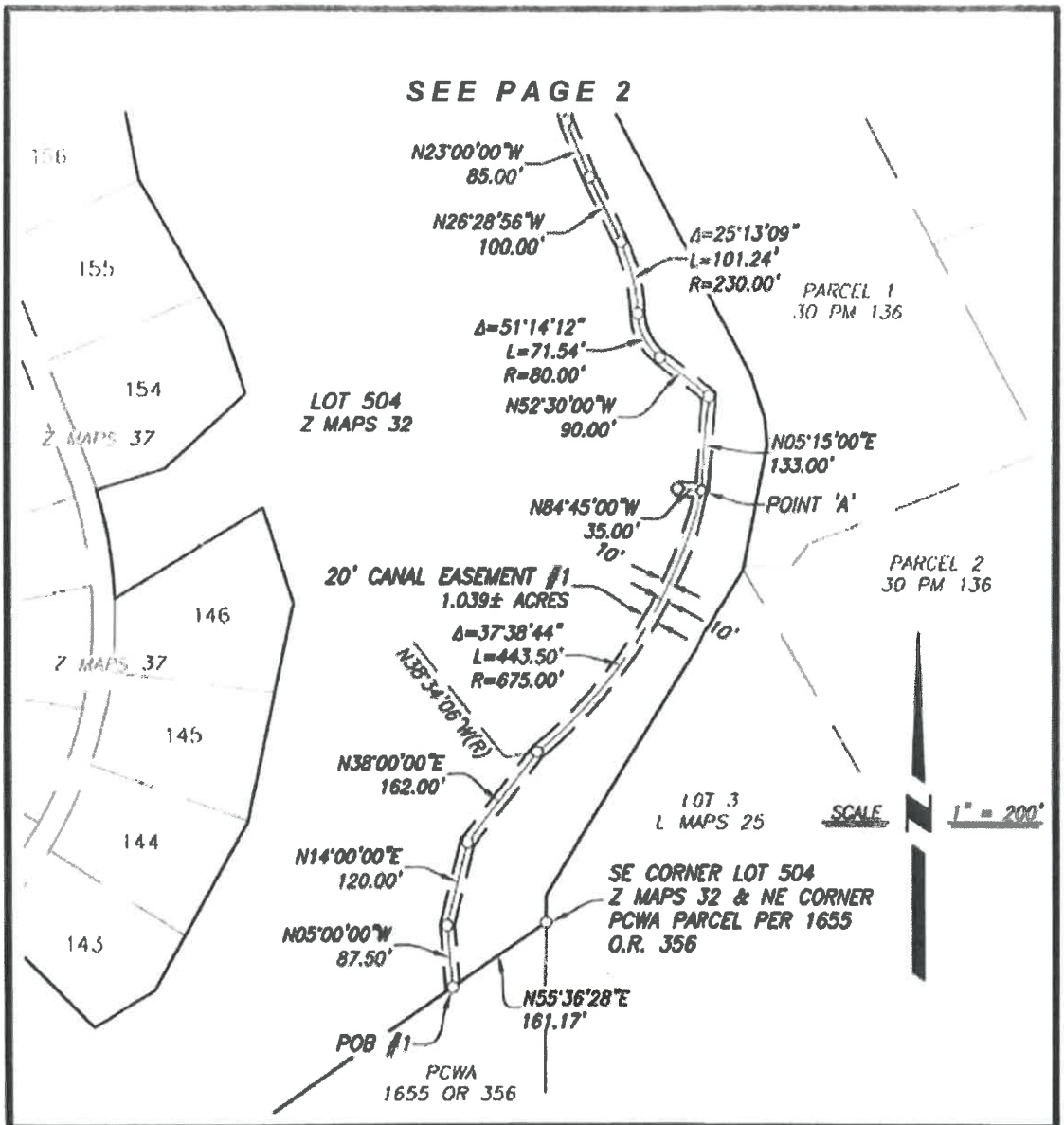
LICENSED PROFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA 95678
Phone 916-773-4005 Fax 916-773-4406

DRAWN BY:	BB
CHECKED BY:	MH
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DATE:	07-13-19

FILE: K:\113600\SURVEY\CANAL EXHIBIT LOT 504.dwg

PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 2 OF 3



20' CANAL EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

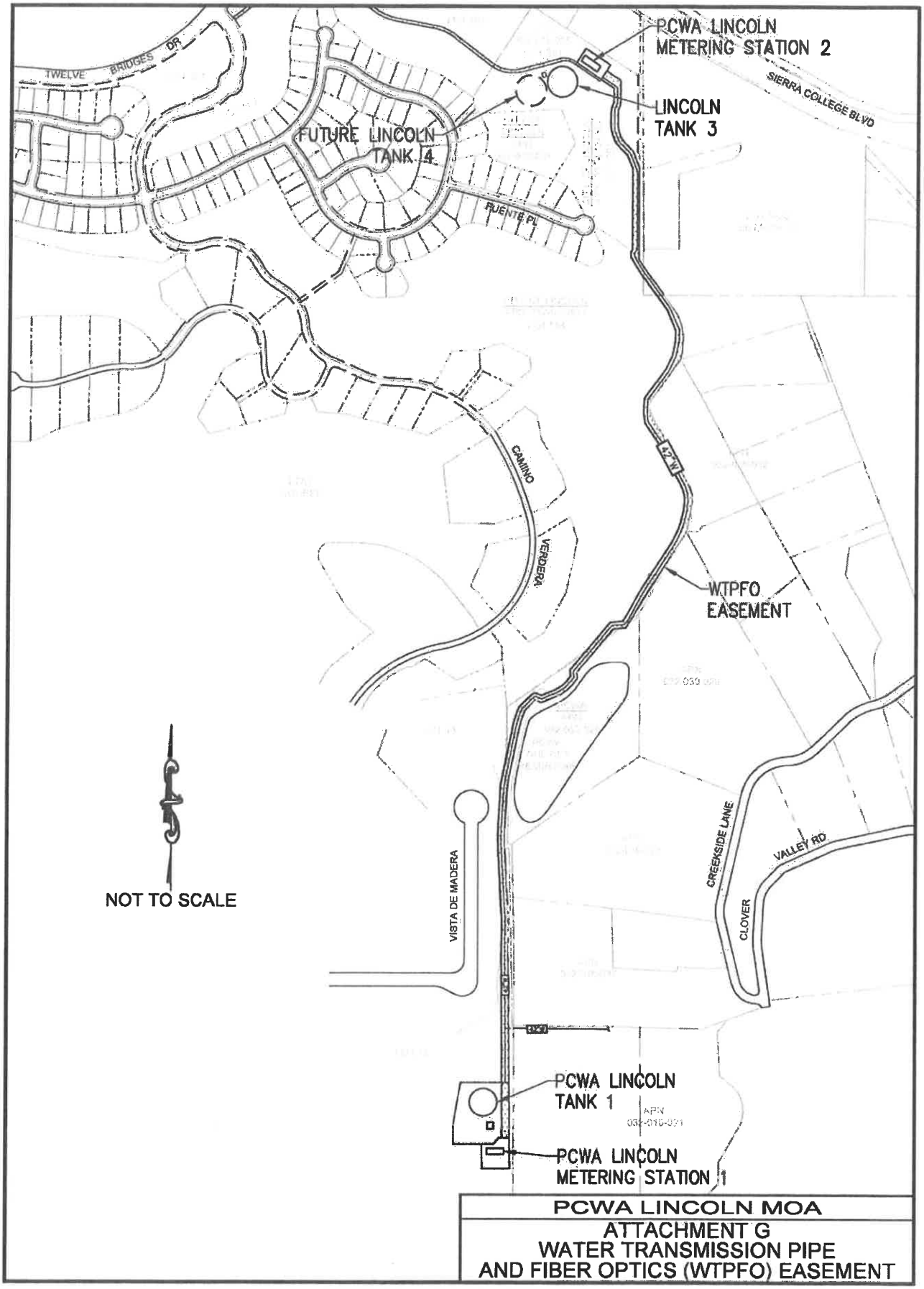
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BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 120 Roseville CA 95678
Phone 916 773-4000 Fax 916-773-4498

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DATE:	07-13-20

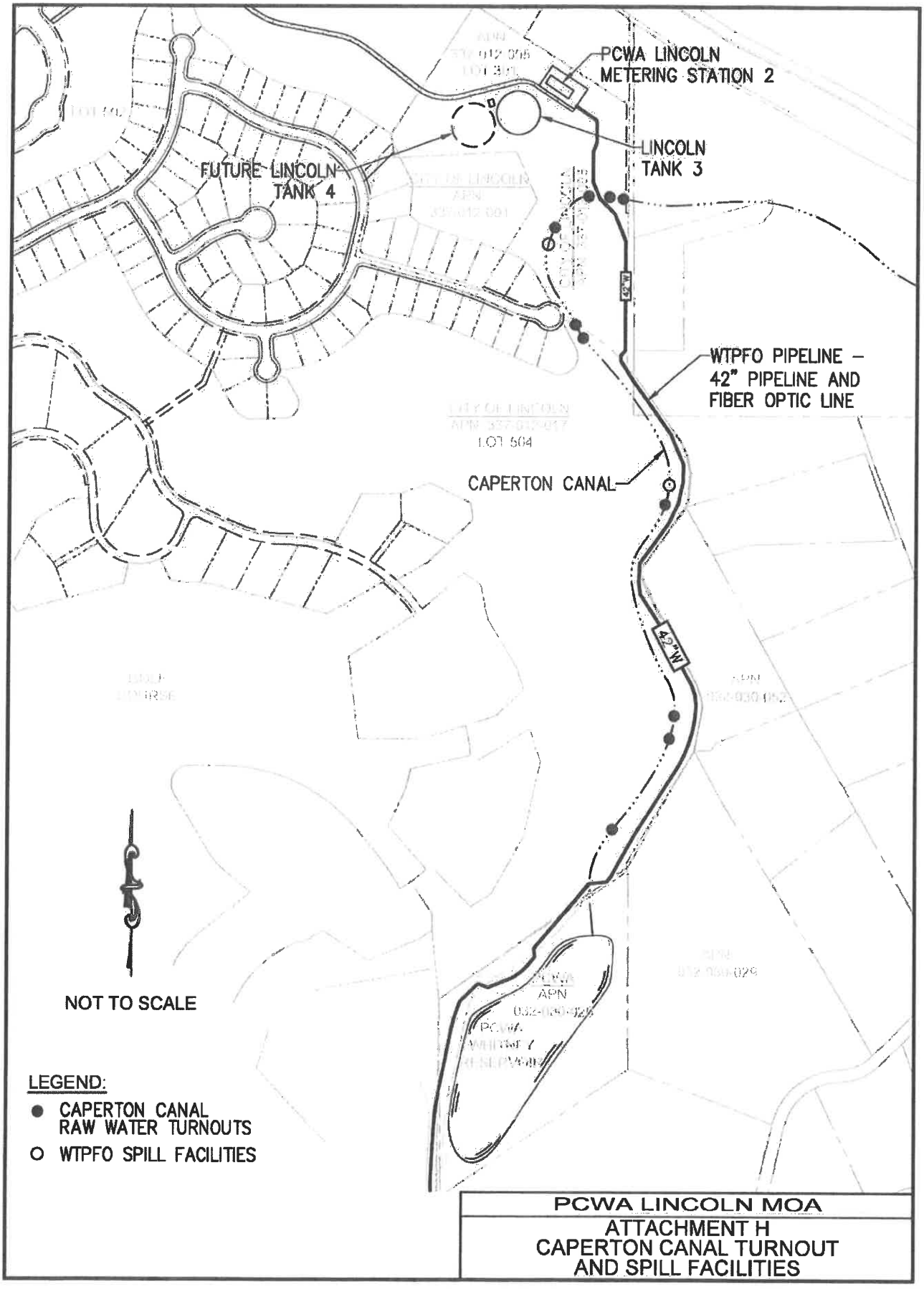
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PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 3 OF 3



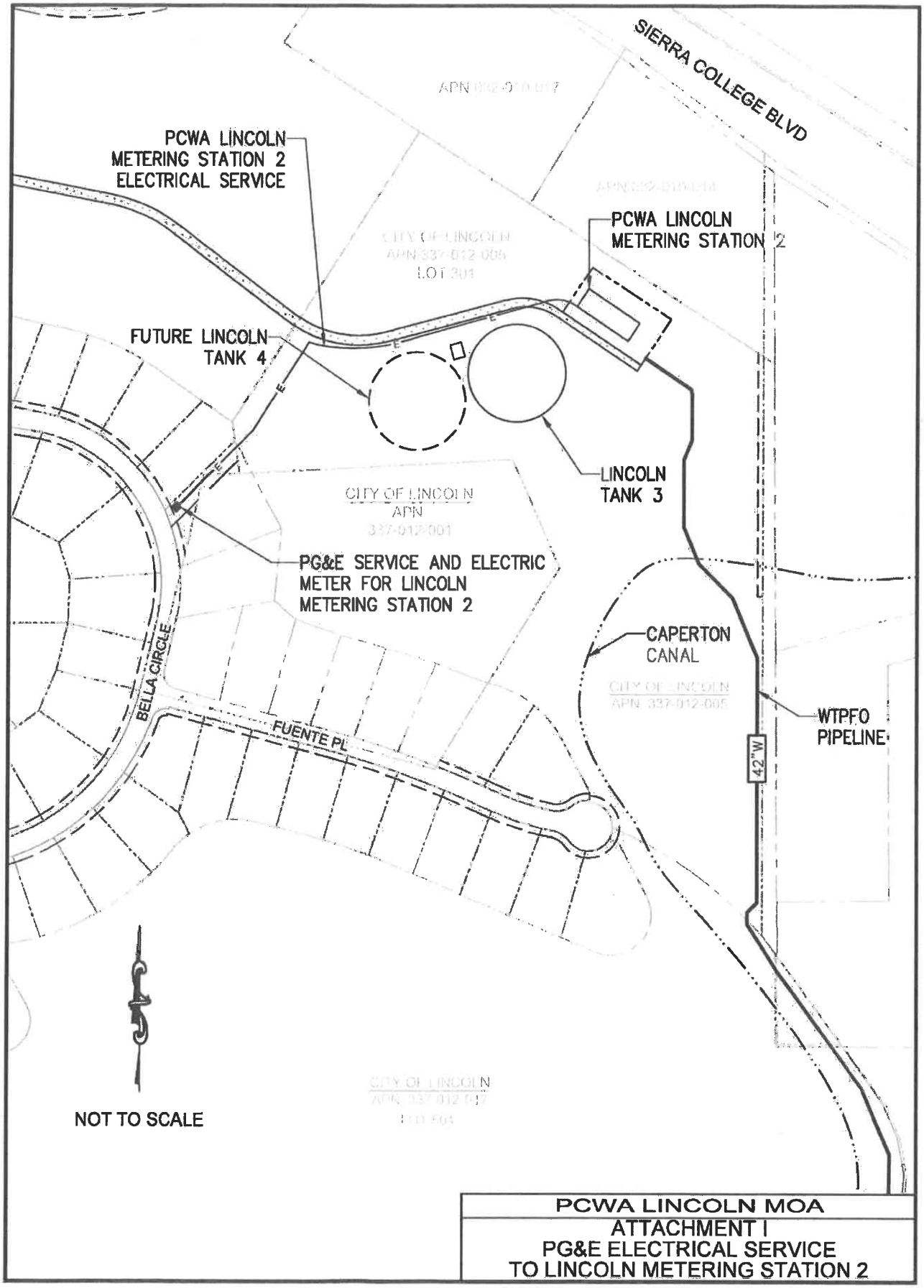
PCWA LINCOLN MOA

ATTACHMENT G
WATER TRANSMISSION PIPE AND FIBER OPTICS (WTPFO) EASEMENT



PCWA LINCOLN MOA

ATTACHMENT H
CAPERTON CANAL TURNOUT AND SPILL FACILITIES



PCWA LINCOLN MOA
ATTACHMENT I
PG&E ELECTRICAL SERVICE
TO LINCOLN METERING STATION 2

SUMMARY OF CALIFORNIA RECORDING LAWS

1. Any instrument, paper, or notice submitted for recording must be authorized or required by law to be recorded, meet the requirements of statute, and contain original signatures except as otherwise provided by law, or be originally certified by a government agency.
2. Any document submitted must indicate the title or titles of the document(s) contained therein. Titles should appear on the first page, directly below the space reserved for the Recorder.
3. Recording fees for documents which contain only 8 ½" by 11" pages will not change. However, for any document which contains a sheet or sheets which do not measure 8 ½" by 11", an additional fee of $3.00 for every page of that document will apply.**
4. Any document submitted for recording shall have at least a ½" margin on each vertical side. In addition, the top 2 ½" of the first page shall be reserved for recording information with the left hand 3 ½" used by the public to show the name of the person requesting recording and the name and address to which the document is to be returned following recording. The right hand portion of the space is for use by the recorder only.
5. If a document modified, releases, or cancels provisions of a previously recorded document, it must contain the recorders identification number of the prior document.

**** (PCWA REQUIRES 8 ½" BY 11" AND 12 FONT TIMES NEW ROMAN)**

GUIDELINES FOR PREPARATION OF NEW FORMS

In addition to compliance with the requirements outlined above, any form developed for recording should also follow these general guidelines.

1. 8 ½" by 11" single-sided sheet of white paper, preferably 16 lb or heavier.
2. If multiple notary acknowledgements are used, they should be on separate 8 ½" by 11" sheets, and not stapled or taped to the document on half sheets.
3. Exhibits should appear on separate pages, be properly marked, and be referred to in the body of the main document. Exhibits, including plats, must have the ½ inch vertical margin.
4. All information required by the statute which provides for the creation of the document must be there. In addition, all recording requirements must be met.

RECORDING REQUESTED BY AND
FOR THE BENEFIT OF:

Placer County Water Agency

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO:

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

Space above for Recorder's use only

For internal use only:
T12N, R07E, Sec. 30, NE ¼
Facility Name: Lincoln Metering Station #2
APN: 337-012-005
Project No. and Name: FA 2521 – Lincoln-Penryn Phase III Pipeline Ptn. Pcl1 Bk.511 Pg 371
Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D) Transfer to Government Agency
The undersigned grantor(s) declare(s)
Documentary transfer tax is $0 per R&T Code § 11922

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated Area of [X] City of Lincoln

Declared by: _____

GRANT OF EASEMENT FOR UTILITIES AND ACCESS

FOR VALUABLE CONSIDERATION, the **CITY OF LINCOLN** (hereinafter called "GRANTOR") hereby grants to the **PLACER COUNTY WATER AGENCY**, (hereinafter called "AGENCY") a non-exclusive permanent easement for utilities purposes, including but not limited to, electrical lines and associated conduit, telecommunication lines and associated conduit, and appurtenances associated thereto, together with a non-exclusive permanent easement for access in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way for the purpose of ingress and egress for access across GRANTOR'S property.

GRANTOR further grants to the AGENCY:

(a) the right to grade the easement area for the full width thereof as well as the right to surface the area if required to prevent erosion and/or ensure safe passage;

(b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(c) the right to use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on existing or future gates installed in any such fences;

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Right of Entry, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

City of Lincoln

By: _____

Print Name: Sean Scully

Title: City Manager

Date: 6/27/23

(Signature must be acknowledged by a Notary Public)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement COL to PCWA APN #337-012-005
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT "A"
PUBLIC UTILITY EASEMENT
LEGAL DESCRIPTION

All that real property situated in the City of Lincoln, County of Placer, State of California, located in Section 30, Township 12 North, Range 7 East, M.D.M., being a portion of Lot 301 as shown on the "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Official Records more particularly described as follows:

Easement 1

A strip of land 20 feet in width the centerline of which is described below:

Commencing at the Northeast corner of said Lot 301, thence along the North line of said Lot 301 North 57"10'47" West, 179.36 feet; thence leaving said North line South 33°46'37" West, 37.01 feet; thence North 56°13'23" West, 177.00 feet; thence South 33°46'37" West, 91.00 feet to the **True Point of Beginning**; thence along the arc of a curve to the left having a radius of 80 feet, through a central angle of 48°21'57", subtended by a chord bearing North 80°24'21" West, 65.54 feet, an arc distance of 67.53 feet; thence South 75°24'40" West, 307.32 feet; thence along the arc of a curve to the right having a radius of 130 feet, through a central angle of 46°58'47", subtended by a chord bearing North 81°05'56" West, 103.63 feet, an arc distance of 106.59 feet; thence South 32°49'13" West, 250.66 feet; thence South 45°04'33" West, 8.68 feet to a point on the Northeasterly line of Lot 304 as shown on the "Final Map No. 2003-155 Verdera Village 18" filed in Book Z of Maps at Page 33, Placer County Official Records from which the most Northerly corner of said Lot 304 bears North 07°40'33" West, 20.10 feet.

Sidelines of described 20 foot strip of land are to be elongated or shortened to end on the Eastern boundary line of said Lot 304.

The Basis of Bearings for this description is the Northerly line of said lot 301 North 57°10'47" East as shown on the "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Official Records

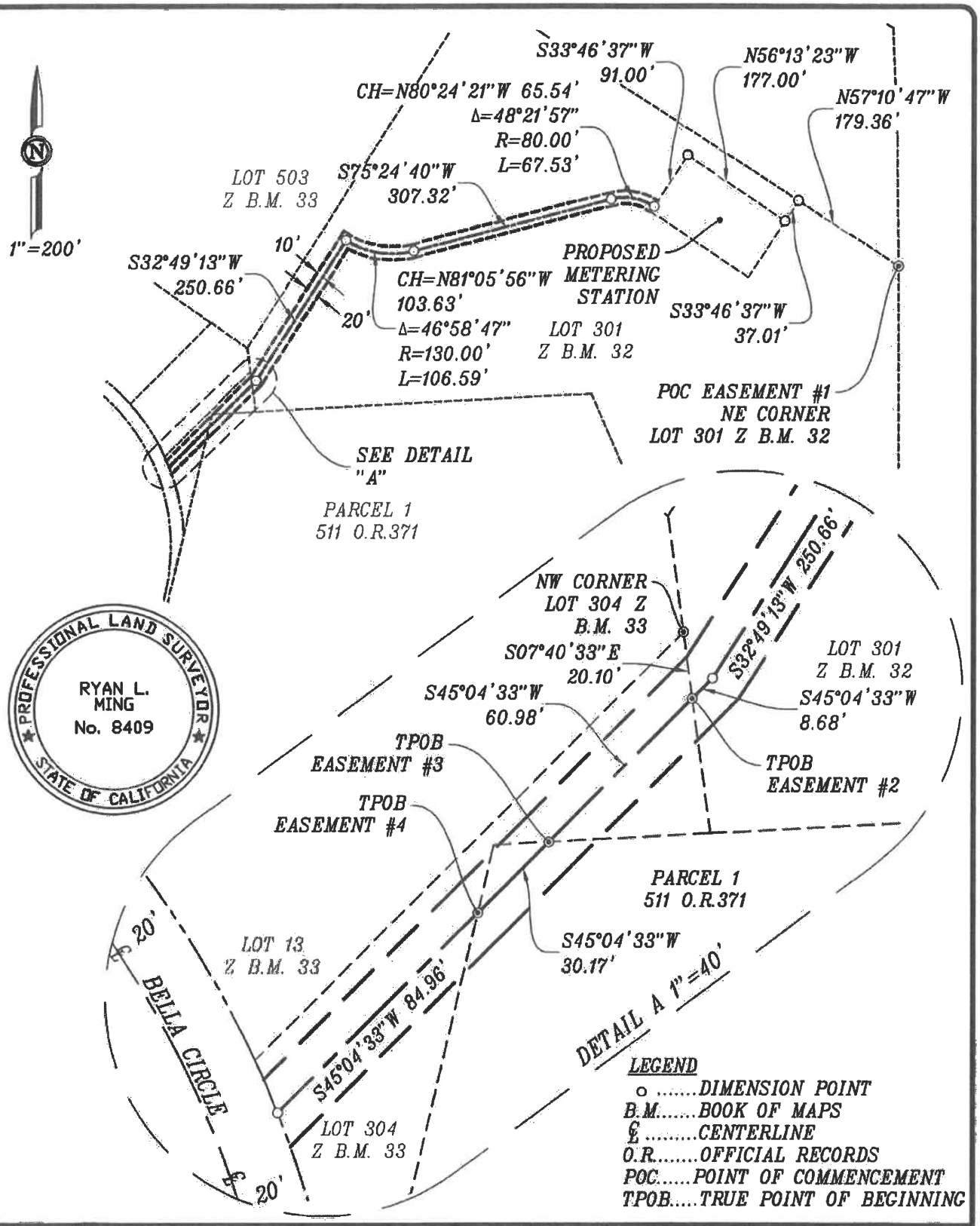
End of description

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyor's Act.

Ryan L. Ming P.L.S. 8409

2/14/23
Date





SHEET 1 OF 1

EXHIBIT B

PUBLIC UTILITY EASEMENT
PORTION OF LOT 301 Z B.M. 32, LOT 304 & PARCEL 1 511 O.R. 371
AS SHOWN ON "VERDERA VILLAGE 18" Z B.M. 33
CITY OF LINCOLN COUNTY OF PLACER STATE OF CALIFORNIA

UNICO ENGINEERING
110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 30, NE1/4
A.P. No: 337-012-005-000, 337-012-008-000 and 337-012-001-000 Project Type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT DEED

FOR VALUABLE CONSIDERATION, the **City of Lincoln, a municipal corporation** (hereinafter GRANTOR) hereby grants to **Placer County Water Agency** (hereinafter AGENCY), in fee simple title, all that certain real property situated in the City of Lincoln, County of Placer, State of California, described as follows:

See attached legal description marked as Exhibit "A"
and corresponding plat map marked as Exhibit "B"

In the event of any conflict between the PROPERTY, as described in Exhibit "A", and the PROPERTY as depicted in Exhibit "B", the description of the PROPERTY in Exhibit "A" controls.

GRANTOR also grants to AGENCY a non-exclusive easement for ingress to and egress from the PROPERTY over and across all that certain real property owned by GRANTOR described as follows: Lot 301 and Lot 503 of the Final Map No. 2003-156 Verdera Large Lot Subdivision, recorded on September 22, 2003, in Book Z of Maps, Page 032, Placer County Official Records; and over and across that certain parcel identified as Parcel 1 in the Grant Deed recorded on November 21, 1947, in Book 511 at Page 371, Placer County Official Records.

The above-described easement for ingress to and egress from the PROPERTY is limited to the most reasonable route required by AGENCY to access the PROPERTY.

City of Lincoln, a Municipal Corporation

By: _____ 6/27/23
Sean Scully Date
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed COL to PCWA APN's 337-012-005, -008 & -001
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'

A portion of Lot 301 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., City of Lincoln, Placer County, California, described as follows:

Beginning at a point from which the Northeast corner of said Lot 301 bears the following two (2) courses:

1) North 33°46'37" East 37.01 feet to the North line of said Lot 301,
2) Along said North line, South 57°10'47" East 179.36 feet,

Thence, from Said Point of Beginning, South 33°46'37" West 101.00 feet;

Thence, North 56°13'23" West 177.00 feet;

Thence, North 33°46'37" East 101.00 feet;

Thence, South 56°13'23" East 177.00 feet to the Point of Beginning.

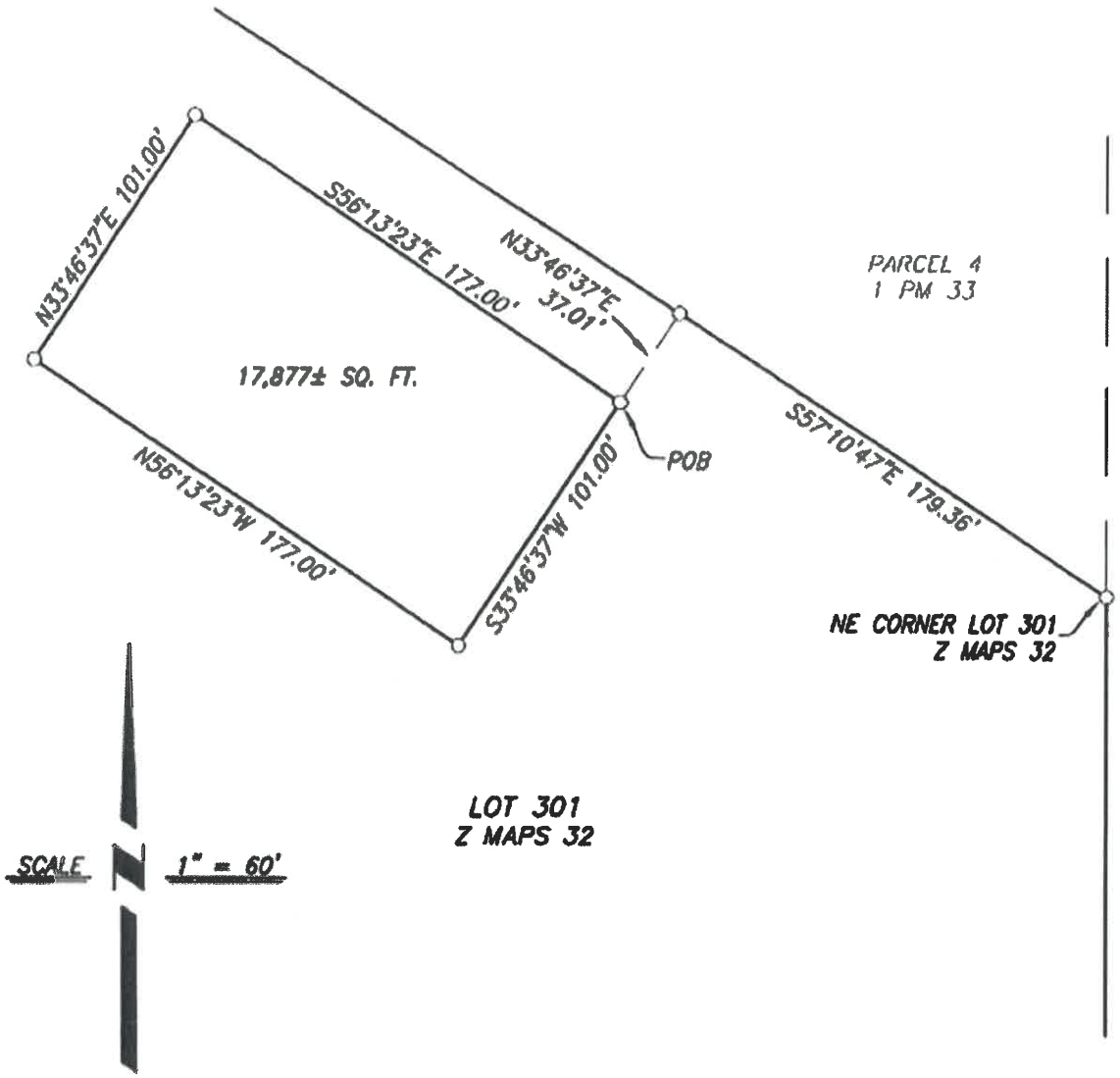
Containing 17,877 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



3/22/19

Exhibit 'B'



A PORTION OF LOT 301, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA · 95678
Phone 916-773-4008 Fax 916-773-4496

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	03-22-19

FILE: K:\11.5600\SURVEY\EASEMENT 5.dwg

RECORDING REQUEST BY

City of Lincoln

No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

City of Lincoln City Clerk
600 6th Street
Lincoln, CA 95648

This space for recorder's use only

For internal use only:
T.___N.,R.___E.SEC.___,___1/4
A.P. No: 337-012-007
Project: Verdera 5MG Water Tank #3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11922

GRANT OF ACCESS AND PIPELINE EASEMENT

FOR VALUABLE CONSIDERATION, **VERDERA COMMUNITY ASSOCIATION** (hereinafter called "GRANTOR") hereby grants to the **City of Lincoln, a Municipal Corporation** (hereinafter "CITY") a non-exclusive permanent easement for the purpose of ingress and egress to adjoining lands across GRANTOR'S property, described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, by existing roads and lanes thereon, or if at any time no such roads or lanes exist, then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, pursuant to the purpose of the right granted.

Additionally, GRANTOR grants herein a non-exclusive easement to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, above and below ground appurtenant facilities, including but not limited to metering equipment, water sampling stations, gate valves, air valves, and blow-off valves. Said easement shall be in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B, the description in Exhibit "A" controls.

GRANTOR further grants to CITY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

(b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the CITY'S rights hereunder; provided, however, that all trees which the CITY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be removed by the CITY;

(c) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install City locks on existing or future gates installed in any such fences; and

(d) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground.

Any damages caused by CITY on GRANTOR'S property, including damage to paved surfaces, shall be repaired and restored by CITY to GRANTOR'S satisfaction at CITY'S sole expense.

Any work performed by CITY on GRANTOR'S property, is at CITY'S sole expense. CITY shall provide written notification to GRANTOR at least 48-hours in advance of any proposed work on GRANTOR'S property.

INDEMNITY

The CITY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the CITY or by any wrongful or negligent act or omission of the CITY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Tony P. Manning

Name Tony Manning
President, Verdera Community Association

06·03·2022

Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the City and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On June 3, 2022 before me, Odilia Anne Gix, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Manning
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ODILIA ANNE GIX
Notary Public - California
Placer County
Commission # 2360640
My Comm. Expires Jun 9, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Odilia A. Gix

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Verdera HOA

Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
40' Pipeline Easement

A portion of Lot 502 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., Placer County, California, described as follows:

A 40' wide strip of land, the centerline of which is described as follows:

Beginning at a point on the East line of said Lot 502, from which the Northeast corner thereof bears North 02°21'36" West 141.95 feet; thence, from the Point of Beginning, along the following five (5) courses:

1) South 88°07'54" West 8.06 feet,
2) South 80°22'36" West 20.00 feet to the beginning of a 650.00 foot radius tangent curve to the left,
3) Along said curve through a central angle of 27°51'44" a distance of 316.09 feet,
4) South 52°30'52" West 97.02 feet;
5) North 82°29'08" West 132.26 feet to a point on the Northwest line of said Lot 502.

The sidelines of the above described strip of land to be lengthened or shortened so as to terminate at the boundary of said lot 502.

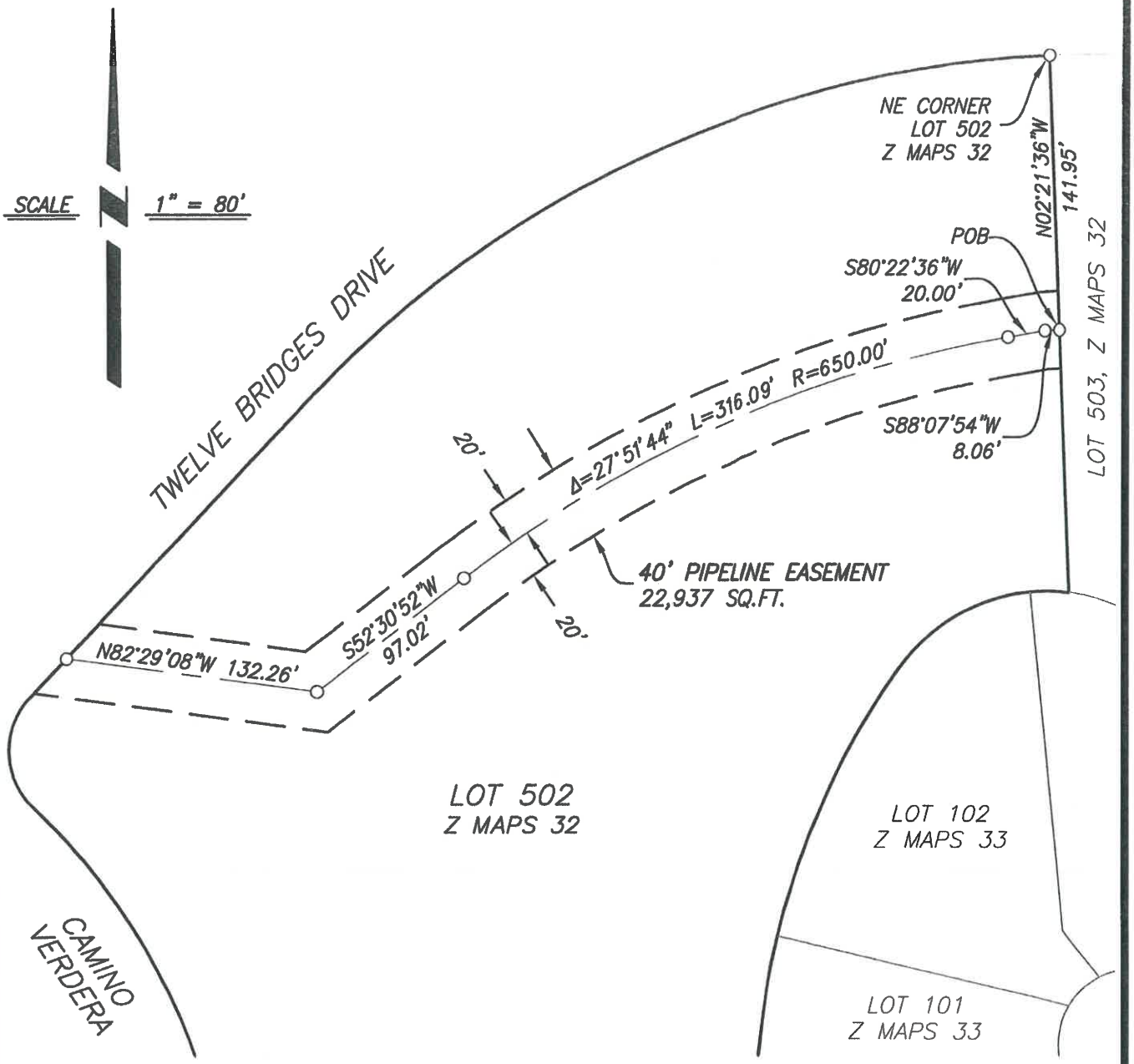
Containing 22,937 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



6/30/2020

Exhibit 'B'



40' PIPELINE EASEMENT
LOT 502, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA · 95678
Phone: 916-773-4006 Fax: 916-773-4498

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	06-30-20

FILE: K:\113600\SURVEY\WATERLINE ESMT LOT 502.dwg

City of Lincoln

CERTIFICATE OF ACCEPTANCE
GRANT OF ACCESS AND PIPELINE EASEMENT

Ref: APN 337-012-007

The City of Lincoln, a Municipal Corporation, hereby accepts the **GRANT OF ACCESS AND PIPELINE EASEMENT,** a non-exclusive permanent easement for the purpose of ingress and egress to adjoining lands across property owned by **VERDERA COMMUNITY ASSOCIATION**, described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, in the County of Placer, State of California, as further described in that certain document entitled **GRANT OF ACCESS AND PIPELINE EASEMENT** consisting of the preceding five pages (attached), signed by Verdera Community Association President Tony Manning and dated 06-03-2022.

City Clerks Statement:

I herby certify that Resolution No. 2023-044 was adopted on the 14th day of March, 2023, by the City Council, City of Lincoln, authorizing the City Manager to accept the GRANT OF ACCESS AND PIPELINE EASEMENT on behalf of the City and is attached hereto.

6/27/2023 _____ Gwen Scanlon _____

Date Gwen Scanlon, City Clerk, City of Lincoln

Certificate of Acceptance:

This is to certify that the interest in real property conveyed to the City of Lincoln, a Municipal Corporation, by the within instrument, the provisions of which are incorporated by the attached document as though fully set forth in this certification, is hereby accepted by the undersigned office, on behalf of the City pursuant to the authority conferred by the City of Lincoln City Council Resolution No. 2023-044, and the City consents to recordation thereof by its duly authorized officer.

6/29/23 _____ _____

Date Sean Scully, City Manager, City of Lincoln

See following page for Acknowledgement

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully,
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cert. of Acceptance Vedera HOA to COL Grant of Access & Pipeline Easement

Document Date: APN# 337-012-007 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2019 National Notary Association

RECORDING REQUEST BY

Placer County Water Agency

No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T.___N.,R.___E.SEC.___,___1/4
A.P. No: 337-012-007 project type: treated
Project: Lincoln Metering Station #2

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11922

GRANT OF EASEMENT FOR INGRESS AND EGRESS

FOR VALUABLE CONSIDERATION, **VERDERA COMMUNITY ASSOCIATION** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency, a public body,** (hereinafter called "AGENCY"), a non-exclusive permanent easement for purposes of ingress and egress over and across, that certain parcel of land described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, by means existing roads and lanes thereon, or if at any time no such roads or lanes exist, then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, pursuant to the purpose of the right granted.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

(b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove,

if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be chipped, or removed at the discretion of the AGENCY; and

(c) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install AGENCY locks on existing or future gates installed in any such fences.

Any damages caused by AGENCY on GRANTOR'S property, including damage to paved surfaces, shall be repaired and restored by AGENCY to GRANTOR'S satisfaction at AGENCY'S sole expense.

Any work performed by AGENCY on GRANTOR'S property, is at AGENCY'S sole expense. AGENCY shall provide written notification to GRANTOR at least 48-hours in advance of any proposed work on GRANTOR'S property.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement for Ingress and Egress, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Tony L. Manning — 06·03·2022

Name Tony Manning — Date

President, Verdera Community Association

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On June 3, 2022 before me, Odilia Anne Gix, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Manning
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ODILIA ANNE GIX
Notary Public - California
Placer County
Commission # 2360640
My Comm. Expires Jun 9, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Odilia A. Gix
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Verdera HOA

Document Date: 6/3/2022 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

RECORDING REQUEST BY AND
FOR THE BENEFIT OF

Placer County Water Agency

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO
Placer County Water Agency
Attn: Real Property Program Manager
P.O. Box 6570
Auburn, CA 95604

For internal use only: SPACE ABOVE FOR RECORDER'S USE ONLY
T12N, R07E, SEC. 29 SW ¼ & SEC 30 SE ¼
Facility Name: Caperton Canal; Spill No.
APN: 337-012-017 Project Type: Raw
Project No. and Name:

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D) Transfer to Government Agency
The undersigned grantor(s) declare(s)
Documentary transfer tax is $0 per R&T Code § 11922

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated Area of [X] City of Lincoln

Declared by: _____

GRANT OF EASEMENT FOR SPILL

FOR VALUABLE CONSIDERATION, **the CITY OF LINCOLN** (hereinafter called "GRANTOR") hereby grant (s) to **PLACER COUNTY WATER AGENCY**, a public body, (hereinafter called "AGENCY") its successors and assigns an exclusive easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in the grant deed recorded as Document No. 2010-0000486, Placer County Official Records (the "Property").

The easement granted herein is a right-of-way to conduct spill flows, consistent with historic use in terms of both flow rate and total volume, from the Caperton Canal across the Property. Such spills shall be released by the AGENCY at AGENCY Canal Station 505+26 and travel downhill in a generally westerly direction.

GRANTOR further grants to the AGENCY the right of ingress to and egress from the easement area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided, further, that if any portion of such land is or shall be subdivided and dedicated roads or

highways on such portion shall extend to the easement area, this right of ingress and egress on the Property shall be confined to such dedicated roads and highways.

GRANTOR reserves the right, at GRANTOR'S sole expense, to change the location at which the AGENCY releases the spill water to a new location suitable for the GRANTOR'S convenience; provided that GRANTOR shall pay all expenses of the AGENCY resulting from such change in location. GRANTOR shall notify the AGENCY a minimum of thirty (30) business days in advance of any such planned change to the location of the spill to allow AGENCY to make the appropriate preparations.

GRANTOR further grants to AGENCY the following incidental rights:

(a) the right from time to time to trim and to cut down and clear away any and all trees, stumps, landscaping, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all wood from all trees which the AGENCY is hereby authorized to cut and remove shall continue to be the property of GRANTOR, but all tops, lops, brush, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(b) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on existing or future gates installed in any such fences;

(c) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(d) the right to line, seal, patch, or replace pipelines and other facilities, installed in the easement area.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ENCROACHMENT

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area for purposes which will not interfere with the AGENCY'S full enjoyment of the rights herein granted; provided, that GRANTOR shall not obstruct the easement area nor modify the course of the natural flow.

GRANTOR:

CITY OF LINCOLN

By: _____

Print Name: Sean Scully

Title: City Manager, City of Lincoln

Date: 6/27/23

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement for Spill Ac to PCWA Apn# 337-012-017
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 29, NW/4
A.P. No: 032-020-053-000 project type: treated & raw
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, lined or unlined canals, open ditches, flumes, and above and below ground appurtenant facilities, including but not limited to metering devices, water sampling stations, gate valves, electrical/electronic equipment including poles, antennae, solar panels, fiber optic conduits, and electrical cabinets, and equipment necessary to convey and/or meter water and the right to convert said ditch or flume to pipeline.

GRANTOR further grants to the AGENCY

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on September 20, 2017, in document number 2017-0072626 Official Records of Placer County, by means of roads and

lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways thence along and adjacent to said easement;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to limit or prohibit access to the easement area during construction or repair of the facilities within the easement. AGENCY shall endeavor to keep any such disruptions to the shortest time reasonably necessary to complete such construction or repairs; and

(g) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____ 6/27/23
Sean Scully
City Manager
Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 (Date) before me, Gwen Scanlon, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Sean Scully (Name(s) of Signer(s))

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement COL to PCWA Apn # 032-020-053

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline and Canal Easement

All that land described in the Grant Deed to the City of Lincoln recorded September 20, 2017 as Document No. 2017-0072626, Placer County Records, being located in Section 29, Township 12 North, Range 7 East, M.D.M.



3/22/19

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 30, NE1/4
A.P. No: 337-012-005-000 project type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on August 05, 2008, in document number 2008-0063334 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____ Date 6/27/23
Sean Scully
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-005
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline Easement

A portion of Lot 301 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., City of Lincoln, Placer County, California, described as follows:

Beginning at the Southeast corner of said Lot 301; Thence, from the Point of Beginning, along the South line of said Lot 301, being an 800.00 foot radius curve to the left, from a radial bearing of South 48°04'01" West, through a central angle of 05°01'10" a distance of 70.08 feet;

Thence, leaving said South line along the follow twenty-seven (27) courses:

1) North 45°01'37" East 12.84 feet to a point which is 40.00 feet West of the East line of said Lot 301,
2) North 00°01'37" East 472.95 feet,
3) North 22°28'23" West 70.24 feet to the beginning of an 80.00 foot radius tangent curve to the left,
4) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
5) North 44°58'23" West 48.69 feet to the beginning of a 120.00 foot radius tangent curve to the right,
6) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,
7) North 22°28'23" West 34.08 feet to the beginning of a 120.00 foot radius tangent curve to the right,
8) Along said curve, through a central angle of 22°30'00 a distance of 47.12 feet,
9) North 00°01'37" East 93.54 feet to the beginning of a 70.00 foot radius tangent curve to the right,
10) Along said curve, through a central angle of 22°30'00" a distance of 27.49 feet,
11) North 22°31'37" East 19.31 feet to the beginning of a 30.00 foot radius tangent curve to the left,
12) Along said curve, through a central angle of 22°30'00" a distance of 11.78 feet,
13) North 00°01'37" East 78.06 feet,
14) North 56°13'23" West 90.93 feet to a point from which the Northeast corner of said Lot 301 bears North 33°46'37" East 138.01 feet and South 57°10'47" East 179.36 feet;
15) North 33°46'37" East 60.00 feet,
16) South 56°13'23" East 98.95 feet,
17) South 00°01'37" West 123.49 feet to the beginning of a 70.00 foot radius curve to the right,
18) Along said curve, through a central angle of 22°30'00" a distance of 27.49 feet,
19) South 22°31'37" West 19.31 feet to the beginning of a 30.00 foot radius curve to the left,
20) Along said curve, through a central angle of 22°30'00" a distance of 11.78 feet,
21) South 00°01'37" West 93.54 feet to the beginning of an 80.00 foot radius tangent curve to the left,
22) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
23) South 22°28'23" East 34.08 feet to the beginning of an 80.00 foot radius tangent curve to the left,
24) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
25) South 44°58'23" East 48.69 feet to the beginning of a 120.00 foot radius tangent curve to the right,
26) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,

27) South 22°28'23" East 78.20 feet to the East line of said Lot 301,

Thence, along said East line of Lot 301, South 00°01'37" West 539.99 feet to the Point of Beginning.

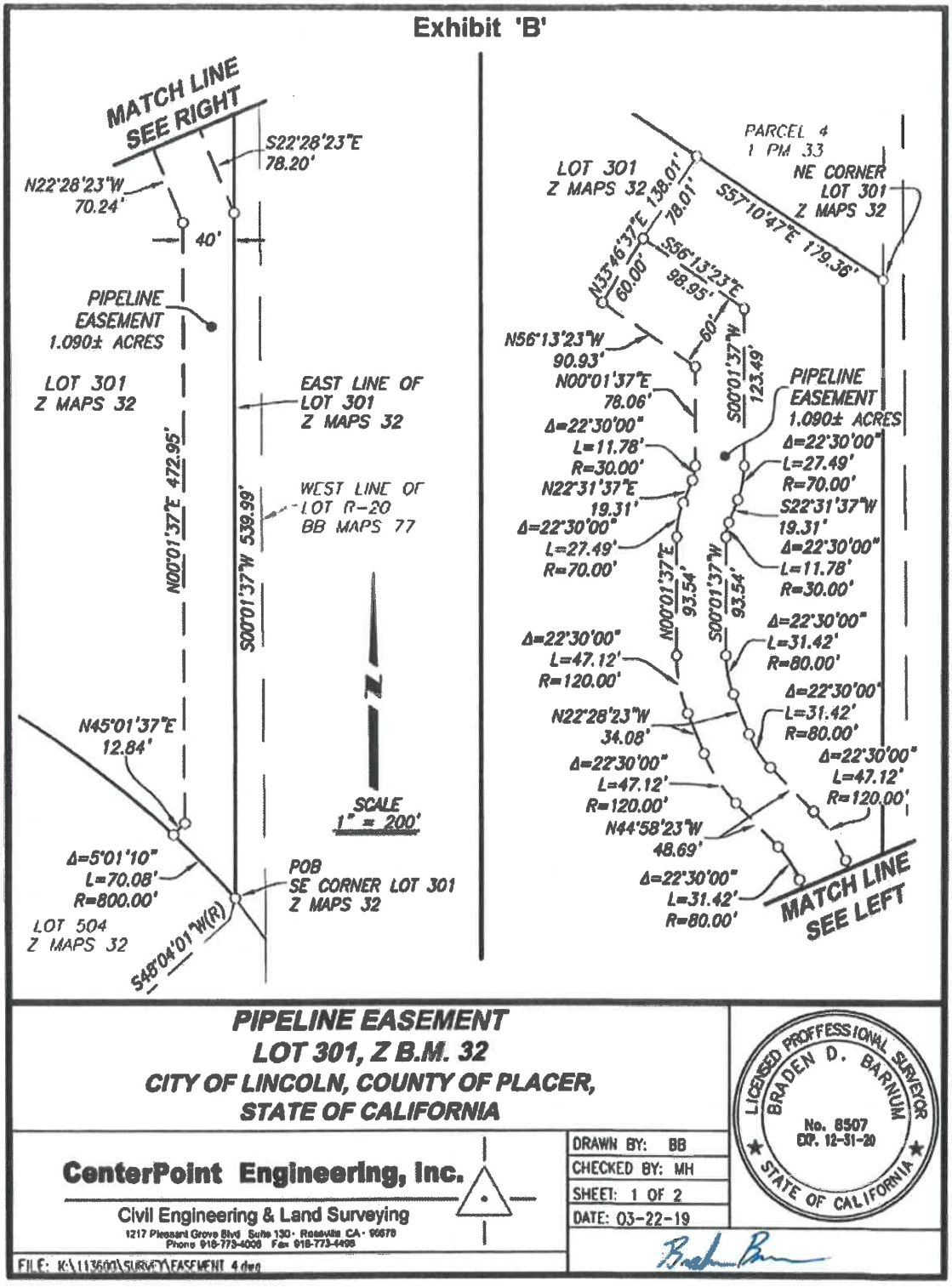
Containing 1.090 acres, more or less.

The Basis of Bearings of this description "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



3/22/19

Water Esmt Lot 301



Water Esmt Lot 301

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 29 SW/4 and SEC. 30 E/2
A.P. No: 337-012-017-000 project type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on January 5, 2010, in document number 2010-0000486 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____ Date 6/29/23
Sean Scully
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Placer }

On 6/27/2023 (Date) before me, Gwen Scanlon, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Sean Scully (Name(s) of Signer(s)),

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-017

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline Easement

A portion of Lot 504 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30 and Section 29, Township 12 North, Range 7 East, M.D.M , Placer County, California, described as follows:

Pipeline Easement #1

Beginning at the Southeast corner of said Lot 504, also being the Northeast corner of the parcel described in the Grant Deed to Placer County Water Agency recorded in Book 1655 at Page 356, Placer County Records; Thence, from the Point of Beginning, along the South line of said Lot 504, South 55°36'28" West 395.18 feet;

Thence, leaving said south line along the follow nineteen (19) courses:

1) North 40°17'40" East 251.03 feet,
2) North 85°17'40" East 70.30 feet,
3) North 40°17'40" East 15.83 feet,
4) North 29°02'40" East 158.33 feet to the beginning of a 1020.00 foot radius tangent curve to the right,
5) Along said curve, through a central angle of 4°27'39" a distance of 79.41 feet,
6) North 33°30'19" East 264.56 feet to the beginning of a 530.00 foot radius tangent curve to the left,
7) Along said curve, through a central angle of 29°07'49" a distance of 269.46 feet,
8) North 04°22'30" East 2.75 feet to the beginning of an 180.00 foot radius tangent curve to the left,
9) Along said curve, through a central angle of 32°46'44" a distance of 102.98 feet,
10) North 28°24'14" West 271.79 feet,
11) North 33°40'06" West 150.56 feet,
12) North 07°37'48" West 58.28 feet,
13) North 02°09'48" East 84.68 feet,
14) North 36°54'50" East 209.23 feet,
15) North 26°24'25" East 85.50 feet,
16) North 11°57'36" East 90.14 feet,
17) North 01°01'01" East 64.56 feet,
18) North 23°09'48" West 127.21 feet,
19) North 36°20'06" West 111.91 feet to the East line of said Lot 504,

Thence, along said East line of Lot 504 the following fifteen (15) courses:

1) South 89°57'20" East 45.96 feet,
2) South 37°02'32" East 138.81 feet,
3) South 23°37'26" East 63.39 feet,
4) South 10°45'30" East 71.30 feet,
5) South 04°08'17" West 100.03 feet,
6) South 13°11'52" West 41.31 feet,
7) South 36°29'50" West 307.51 feet,
8) South 17°23'51" West 21.69 feet,
9) South 17°38'16" East 48.80 feet,
10) South 27°59'56" East 472.29 feet,
11) South 18°05'32" East 60.96 feet,
12) South 05°19'27" East 38.49 feet,
13) South 11°02'33" West 177.87 feet,

14) South 31°42'10" West 538.38 feet,
15) South 00°36'10" West 38.42 feet to the Point of Beginning.

Containing 2.580 Acres, more or less.

Pipeline Easement #2

Beginning at the Northeast corner of said Lot 504; Thence, from the Point of Beginning, along the East line of said Lot 504, South 00°22'52" East 63.03 feet;

Thence, leaving said East line the following three (3) courses:

1) North 36°20'06" West 22.61 feet,
2) North 32°29'07" West 110.60 feet,
3) North 00°01'37" East 33.68 feet to the North line of said Lot 504 being an 800.00 foot radius non-tangent curve to the right,

Thence, along said curve, from a radial bearing of South 43°09'41" West, through a central angle of 04°54'20" a distance of 68.49 feet;

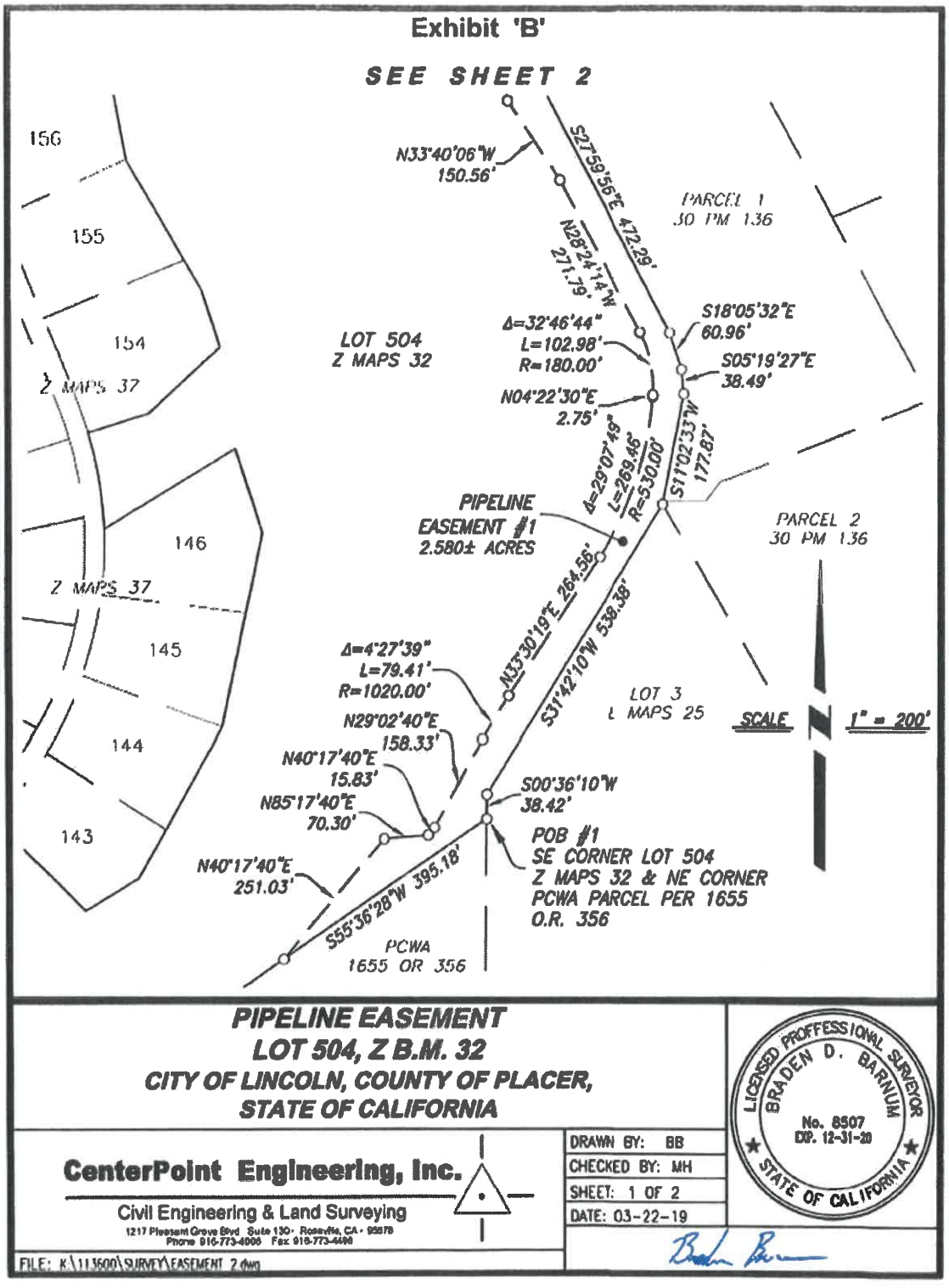
Thence, South 36°21'57" East 41.27 feet to the Point of Beginning.

Containing 3,804 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



3/22/19



Water Esmt Lot 504

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 31, NE1/4
A.P. No: 337-012-040-000 project type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on January 5, 2010, in document number 2010-0000486 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR

City of Lincoln, a Municipal Corporation

By: _____ Date 6/27/23

Sean Scully
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-040
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline Easement

A portion of Lot 512 as shown on "Final Map No. 2003-224 Verdera Village 13 - Phase 3" filed in Book Z of Maps, at Page 58, Placer County Records, located in Section 31, Township 12 North, Range 7 East, M.D.M., Placer County, California.

All that portion of said Lot 512 lying Northerly of the following described line:

Beginning at a Point on the East Line of Said Lot 512, from which the Southwest corner of Lot 1 as shown on "Tract No. 382 Clover Valley Ranch Unit No. 1", filed in Book L of Maps, at Page 25, Placer County Records, bears South 00°47'26" East 75.00 feet; said Point of Beginning is on the North line of the Water Pipeline Easement described Document No. 2000-0059691, Placer County Records;

Thence, along the North line of said Water Pipeline Easement, West 60.00 feet to a point on the West line of said Lot 512.

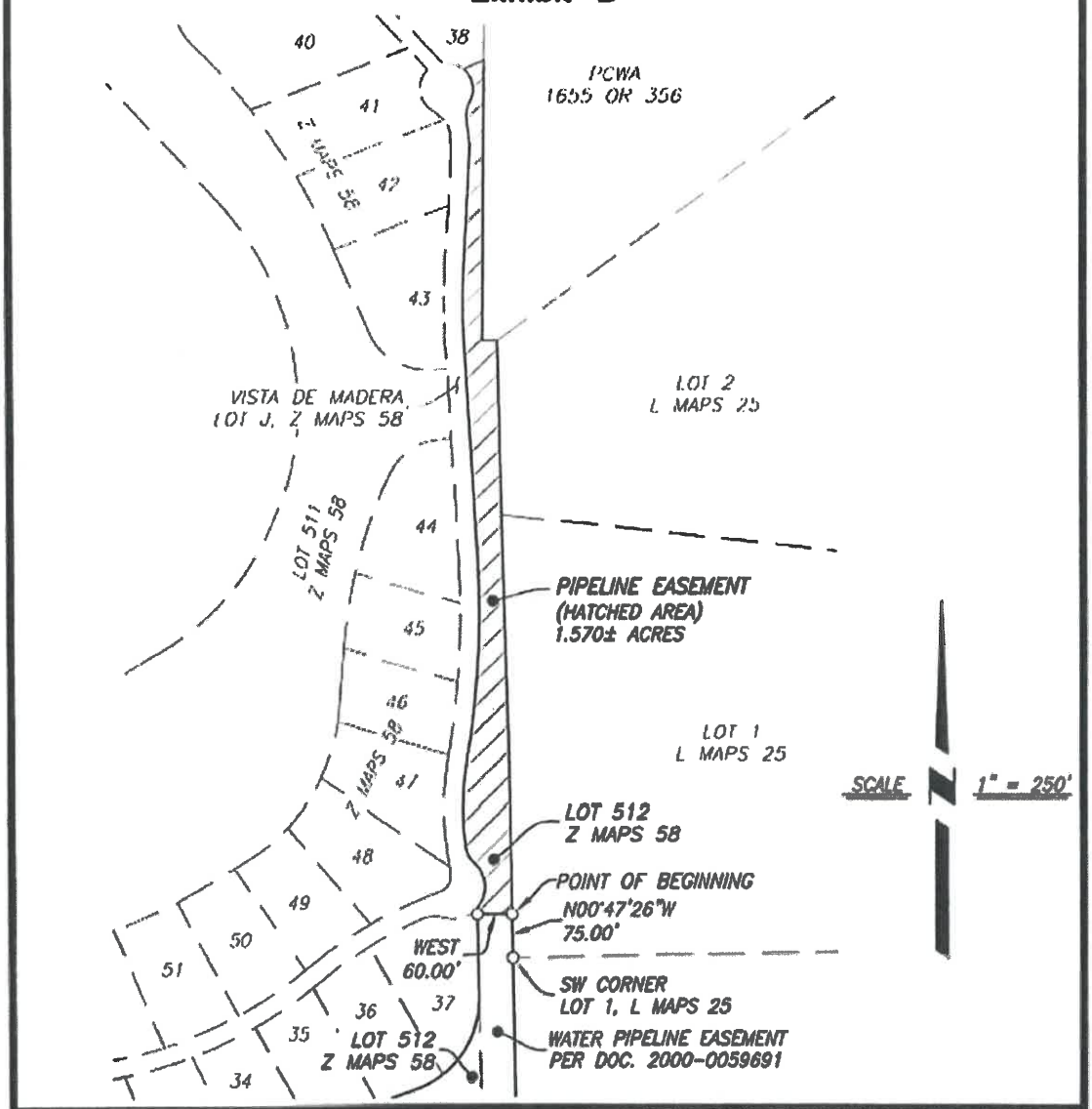
Containing 1.570 Acres, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-224 Verdera Village 13 - Phase 3" filed in Book Z of Maps, at Page 58, Placer County Records.



3/22/19

Exhibit 'B'



PIPELINE EASEMENT
LOT 512, Z B.M. 58
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd Suite 130 · Roseville, CA · 95678
Phone: 916-773-4008 Fax 916-773-4498

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	03-22-19

FILE: K:\113600\SURVEY\EASEMENT 1.dwg

T12N, R07E, SEC 30 SE ¼ & SEC 31 NE ¼
APN: 032-010-020
WHITNEY RESERVOIR PARCEL

RIGHT OF ENTRY AGREEMENT
City of Lincoln Access Through PCWA's Whitney Reservoir Property
1275 Camino Verdera, Loomis, CA 95650

This Right of Entry Agreement (the "Right of Entry") is entered into by and between Placer County Water Agency ("Agency") and the City of Lincoln, a municipal corporation ("Lincoln"). For purposes of this Right of Entry, Lincoln includes its agents, employees, contractors, subcontractors and invitees. The parties agree as follows:

1. **Premises**: Agency grants Lincoln permission to enter its property located at 1275 Camino Verdera, Loomis, California, also identified as Placer County Assessor Parcel Number (APN) 032-010-020 (the "Premises"), for access purposes. Lincoln may access the Premises with Lincoln's vehicles, equipment and personnel for purposes of and relating to the operation and maintenance of Lincoln's facilities associated with the parties' Lincoln-Penryn Pipeline Phase III Project. The Premises is depicted on Exhibit "A", attached hereto and incorporated herein by reference.

2. **Description of Access Rights**: During the Term of this Right of Entry, Lincoln shall have the following rights to the Premises.

a. For the purposes of this Right of Entry, Lincoln and Agency agree to work together to generate an expected work schedule for each day of the week that Lincoln intends to access the Premises (the "Normal Business Hours"). Should Lincoln desire to access the Premises beyond the Normal Business Hours, Lincoln shall obtain the Agency's prior written authorization for such use.

b. There are two gates located at the Premises that are Agency-owned and maintained. Lincoln shall install its own locks on each gate using a daisy-chain locking method such that each party may independently operate and use the gates for access to the Premises.

c. Due to the vulnerability of the Whitney Reservoir site, Lincoln's access across the Premises shall be limited to driving between Lincoln's Tank #1 and Tank #3 sites for routine operation and in-house maintenance activities.

d. Lincoln may drive a full-size, highway-legal pick-up truck not exceeding a one (1) ton payload capacity.

e. Lincoln may access the Premises with alternate vehicles, as it is understood that such vehicles may change from time to time over the term of this Right of Entry,

provided however, that the use of such alternate vehicles shall be restricted to routine operation and maintenance activities.

f. Lincoln shall not use the access route for construction equipment or other heavy equipment without prior written permission from the Agency and any additional insurance requirements as stipulated by the Agency.

3. **Conditions and Restrictions/Standards of Use:**

a. While the Agency's intent is to provide Lincoln with a permanent access route with respect to the Premises, the Agency has an obligation to protect the water supply and therefore, Lincoln's failure to strictly follow any of the conditions and restrictions set forth herein may result in termination of this Right of Entry.

b. Lincoln shall use the road across the northwesterly portion of the Premises (depicted on Exhibit "A" as "Shared Access – Primary"), as the road is currently established. If the northwesterly road is not passable, Lincoln shall have the right to use the road southeasterly of the Whitney Reservoir (depicted on Exhibit "A" as "Shared Access – Secondary") until such time as the primary northwesterly access road becomes passable. Lincoln access across the "Dam Road" shall be prohibited.

c. Lincoln shall close and lock all gates after passing through the gates. Under no circumstances shall any gate be left open, unlocked or "false-" or "dummy-locked".

d. The Premises is protected by a security alarm system and such system is owned and maintained by the Agency. The Agency shall provide Lincoln with an access code to disarm and re-arm the system. This code shall not be shared with any person or persons not directly employed by Lincoln, including any third-party vendor, contractor, or any other person or entity not employed by Lincoln.

e. Lincoln shall be responsible for setting any alarms upon leaving the Premises and securing the site each time Lincoln access the Premises, using the safety and security measures then in use by the Agency. Safety and security systems may change over the term of this Right of Entry, and the Agency shall promptly communicate any such changes to Lincoln if and when they occur.

f. Lincoln shall not perform any work within the Premises without the prior written authorization from the Agency.

g. Lincoln shall immediately notify the Agency of any damage to the property or any improvements within the Premises.

h. Agency maintains the access roads within the Premises in a passable condition for its use only. If Lincoln desires to make additional improvements to the northwesterly or southeasterly access road, such improvements shall be at Lincoln's sole cost and expense. Any improvements to the access roads by Lincoln may commence only after receiving prior written authorization from the Agency.

i. Lincoln agrees and understands that the refueling of any vehicle(s) or equipment within the Premises is strictly forbidden.

j. Lincoln shall not do anything or permit anything to be done, in or about the Premises that might subject the Agency to any liability or responsibility for any injury or damages to any person or property by reason of any activity, use, business operation or other practice conducted on the Premises.

k. Disposal, Use and Storage of Hazardous Materials. Lincoln shall not store or dispose of hazardous materials on the Premises, nor cause, permit, or allow any officer, agent, employee, contractor, permittee, or invitee of Lincoln to store or dispose of hazardous materials on the Premises.

For purposes of this Right of Entry, "hazardous materials" means any and all substances, products, by- products, waste, or other materials of any nature or kind whatsoever, commonly referred to or defined in any law as a hazardous material or hazardous substance (or other similar term)including, but not limited to: petroleum products, asbestos, chemicals, solvents, flammable materials, explosives, urea formaldehyde, PCB's, chlorofluorocarbons, freon, radioactive materials, or any other toxic material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions.

l. Explosive Materials. Any vehicles containing explosive materials or explosive liquids are expressly prohibited within the Premises.

4. **Insurance:** The parties shall maintain insurance coverage throughout the course of this Right of Entry in accordance with the provisions specified in that certain Memorandum of Agreement Between Placer County Water Agency and the City of Lincoln for Metering Facilities Known as Lincoln Metering Station No. 1 & 2 and Related Facilities (the "MOA") entered into by the parties on June 15, , 2023.

5. **Indemnity:**

a. Agency agrees to save harmless and indemnify Lincoln from any liability, claim or demand which may be made by any person resulting from the negligence of the Agency in the performance of its responsibilities under this Right of Entry, and

further agrees, at its own cost and expense, to defend any action which may be brought against Lincoln resulting from such negligence of the Agency upon request from Lincoln, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of Lincoln in its performance of the terms of this Right of Entry.

b. **Lincoln** agrees to save harmless and indemnify the Agency from any liability, claim or demand which may be made by any person resulting from the negligence of Lincoln in the performance of its responsibilities under this Right of Entry, and further agrees, at its own cost and expense, to defend any action which may be brought against the Agency resulting from such negligence of Lincoln upon the request from the Agency, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of the Agency in its performance of the terms of this Right of Entry.

6. **Damage or Destruction to Agency's Premises, Facilities or Improvements**: If damage occurs to the Premises or to any Agency improvements or facilities on, over, above or below the Premises, Lincoln shall: 1) immediately notify Agency of the type and extent of the damage or destruction; 2) upon Agency's authorization to do so, repair or replace the damaged or destroyed facility, improvement or portion of the Premises; or 3) reimburse Agency, upon receipt of an invoice from Agency, for its costs of labor and materials should Agency determine that the repair or replacement of the damaged or destroyed facility, improvement or portion of the Premises shall be completed by Agency.

7. **Term**: This Right of Entry shall be effective as of the date it is signed by the parties (the "Effective Date") and shall remain in full force and effect until terminated in writing by the parties upon thirty (30) days' prior written notice.

8. **Access Maintained for Agency Operations and Maintenance:** Lincoln shall not, at any time during the term of this Right of Entry, hinder, prevent, block or limit access to the Premises by Agency staff of Agency contractors, subcontractors, consultants or invitees.

9. **Inspection of Premises by Lincoln**: Agency makes no representations as to the condition or suitability of the Premises for the purposes of this Right of Entry and Lincoln accepts the Premises in their As-Is, Where-Is condition.

10. **Notices:** Any and all notices or demands by or from Agency to Lincoln or Lincoln to Agency, shall be in writing. They shall be served either personally or by mail. If served personally, services shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, return receipt requested.

Any notice or demand may be given to:

Lincoln:	Agency:
City of Lincoln	Placer County Water Agency
Attn: Public Works Director	Attn: Brian Rickards
600 Sixth Street	P.O. Box 6570
Lincoln, CA 95648	Auburn, CA 95604

Any party hereto may change the address for notice by giving written notice to the other party according to this Section 10.

11. Surrender at End of Term. Lincoln agrees on the last day of the Term, or sooner termination of this Right of Entry, to surrender the Premises with appurtenances to the Agency in the same condition as when received, reasonable wear and tear thereof accepted. If Lincoln, at the termination of this Right of Entry has not restored the Premises to their original condition, the Agency may take necessary action to restore the Premises to Agency's satisfaction and invoice Lincoln for the cost thereof.

12. Default.

a. Events of Default. The occurrence of any of the following shall constitute a default by Lincoln or, as and where the context allows, by Agency:

(i). In the case of either Lincoln or Agency, failure to perform any other provision of this Right of Entry if the failure to perform is not cured within thirty (30) days after written notice has been given to the defaulting party. If the default cannot be reasonably cured within thirty (30) days, the defaulting party shall not be in default of this Right of Entry if the defaulting party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to endeavor to cure the default.

(ii). The discontinuance of Lincoln's operation and maintenance activities such that access across the Premises is no longer necessary.

b. Default Notices. Notices given under this paragraph shall specify the alleged default and applicable Right of Entry provision or provisions connected thereto, and shall demand that the defaulting party cure the default or quit the Premises. No such notice shall be deemed a forfeiture or termination of this Right of Entry unless the non-defaulting party so elects in the notice. The purpose of the notice

requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California, and to provide the defaulting party a reasonable opportunity to cure the alleged default.

c. Remedies. Upon the occurrence of any one or more of the defaults referenced in Section 13(a) above, Agency shall have the right to terminate this Right of Entry. Upon such termination, Lincoln's right to possession of the Premises shall terminate and Lincoln shall surrender possession and vacate the Premises immediately according to the provisions of Section 12, above. Election by Agency to terminate this Right of Entry shall not prejudice any rights or claims Agency may have for sums remaining due it or for damages or pursuing such other remedies as may be available to Agency by law or equity, all remedies of Agency to be cumulative and not alternative.

13. Entire Agreement: This Right of Entry constitutes the entire agreement relating to the subject matter hereof. Any other prior agreements, promises, negotiations, or representations concerning the subject matter hereof not expressly set forth in this Right of Entry are of no force and effect. Any amendment to this Right of Entry shall be of no force and effect unless it is in writing and signed by each party.

ACKNOWLEDGED:

City of Lincoln, a municipal corporation

By: _____

Print Name: Sean Scully

Title: City Manager

Date: 6/27/23

ACCEPTED:

Placer County Water Agency

By: _____

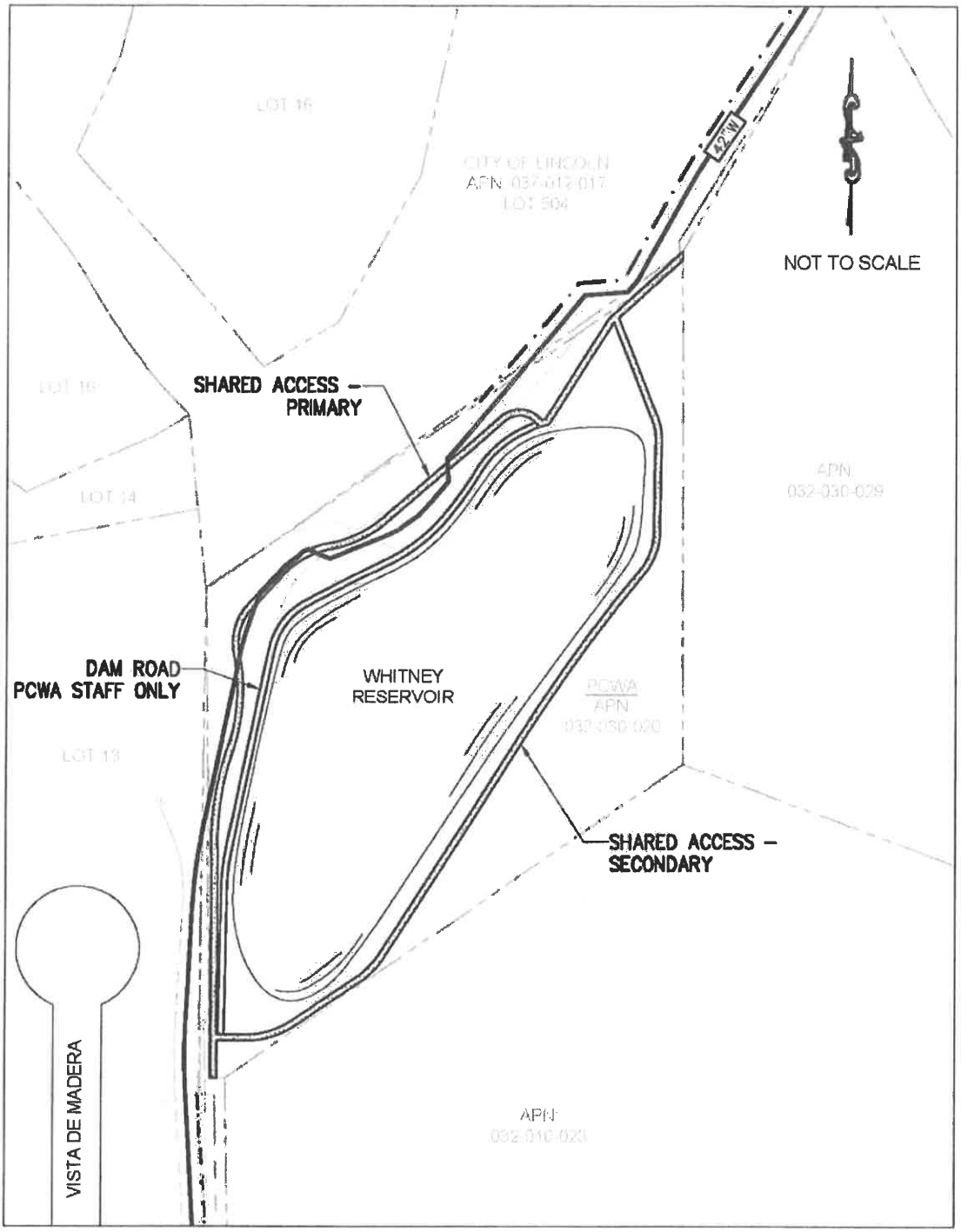
Print Name: Jeremy Shepard

Title: Director, Technical Services Department

Date: _____

Exhibit "A"

Premises


LOT 16
CITY OF LINCOLN
APN 037-012-017
LOT 504
42 PWI
NOT TO SCALE
SHARED ACCESS –
PRIMARY
LOT 15
LOT 14
APN
032-030-029
DAM ROAD
PCWA STAFF ONLY
WHITNEY
RESERVOIR
PCWA
APN
032-030-020
LOT 13
SHARED ACCESS –
SECONDARY
VISTA DE MADERA
APN
032-010-023

RESOLUTION 2023 - 044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT AND AMENDMENT NO. 1 TO THE WATER SUPPLY AGREEMENT BETWEEN THE PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS TO PCWA AND ACCEPT A DEED FROM VERDERA COMMUNITY ASSOCIATION

WHEREAS, On December 10, 2012, the City and Placer County Water Agency (PCWA) entered into a Water Supply Contract which included provisions for the financing, design and construction of the Lincoln-Penryn Phase 3 Project (CIP 307, Project) consisting of a water transmission main along the City's easterly limits and a pressure reducing/metering station near Sierra College Boulevard and Twelve Bridges Drive; and

WHEREAS, On September 13, 2016, the City Council adopted a resolution authorizing the City Manager to execute Amendment No.1 to Facilities Agreement No. 2521 (FA 2521) for the upsizing of the pipeline from a 30-inch diameter pipeline to a 42-inch diameter pipeline and upsize the metering station to accommodate 42-inch and 60-inch pipelines; and

WHEREAS, On December 11, 2018, the City Council adopted a resolution authorizing the City Manager to execute Amendment No.2 to FA 2521 to modify terms of treated water capacity in exchange for the City's cost to design and construct the project, and to provide for roles and responsibilities in construction management; and

WHEREAS, On April 13, 2021, in coordination with PCWA the City Council adopted a resolution accepting the CIP 307 improvements and authorizing the City Clerk to file a Notice of Completion for the Project; and

WHEREAS, a Memorandum of Agreement (MOA) was developed by PCWA and City Staff that describes the various details, entitlements, operations, necessary agency cooperation, responsibilities and locations of shared facilities that were constructed with the Project as contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in FA 2521 including identifying shared site access, maintenance of shared access roads, easements and shared fiber optic conduits; and

WHEREAS, FA 2521, the MOA and the City Council Agenda Report associated with this resolution describe in detail the various land transactions needed to complete the Project; and

WHEREAS, In recent years the City's maximum day unregulated water consumption for the high elevation water pressure zone near Catta Verdera has reached or exceeded the current PCWA contract maximum of 1.1-million gallons; and

WHEREAS, City Staff, in consultation with PCWA staff, have determined that increasing the City's maximum day unregulated water supply from PCWA to the high elevation water supply zone in Catta Verdera should be increased by 58,750-gallons to provide for approximately five years of growth plus 59,509-gallons for a 5% operational

contingency for a total increase of 118,259-gallons for a revised contract daily maximum of 1,249,686-gallons or, as defined by PCWA as 1,086.7-Units of Capacity (UOCs); and

WHEREAS, PCWA's current rate for unregulated water is $22,805 per UOC, the cost to purchase the recommended additional maximum day supply in the proposed Amendment No.1 to the Water supply Agreement is $2,345,124.91; and

WHEREAS, the $2,345,124.91 cost to purchase the recommended additional maximum day supply would be covered by redeeming water connection credits generated by the City's construction of CIP 307; and

WHEREAS, execution of the above mentioned Memorandum of Agreement, Amendment No. 1 to the Water Supply Agreement, and acceptance of land grants require subsequent review and ratification by the PCWA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes the City Manager to take any actions necessary to execute:

1. A Memorandum of Agreement with Placer County Water Agency regarding facilities constructed by CIP 307 memorializing the various details, entitlements, operations, necessary agency cooperation, responsibilities and locations of shared facilities that were constructed with CIP 307 as contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in FA 2521 including identifying shared site access, maintenance of shared access roads, easements and shared fiber optic conduits.
2. Grant deeds for the new PCWA Lincoln Metering Station No. 2 and various project related easements conveyed to PCWA, and acceptance of an easement from Verdera Community Association.
3. Amendment No. 1 to the Water Supply Agreement with PCWA to increase the unregulated supply contract daily maximum usage by 118,259-gallons for a revised contract daily maximum of 1,249,686-gallons or 1,086.7-Units of Capacity (UOCs) as defined by PCWA. This includes redeeming water connection credits resulting from construction of CIP 307 and in accordance with PCWA Facilities Agreement 2521.

PASSED AND ADOPTED this 14th day of March, 2023.

AYES: COUNCILMEMBERS: Andreatta, Karleskint, Brown, Lauritsen, Joiner

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Paul Joiner, Mayor

ATTEST:

Gwen Scanlon, City Clerk

RESOLUTION 2023 - 109

RESOLUTION OF THE CITY COUNCIL OF LINCOLN APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LINCOLN AND PLACER COUNTY WATER AGENCY FOR CONSTRUCTION OF ADDITONAL TREATED WATER CAPACITY

WHEREAS, Placer County Water Agency (PCWA) has been planning construction of Ophir Water Treatment Plant (WTP) for more than a decade to meet the growing needs of treated water in the western side of the county; and

WHEREAS, the 2017 Water Master Plan prepared for the City of Lincoln included water management recommendations to support PCWA's decision to design and construct the Ophir Water Treatment Plant. Additionally, the Ophir WTP was identified as a capital program project outside of the city to be completed as necessary to maintain service; and

WHEREAS, current treated water needs, including that of the City of Lincoln, are mostly provided by Foothill WTP in Newcastle; and

WHEREAS, current estimates are that Ophir WTP is needed by 2030 to keep pace with growing demands in both Lincoln and PCWA retail service areas; and

WHEREAS, Lincoln and PCWA have an established history of cooperatively developing treated water infrastructure as the region has grown; and

WHEREAS, the 1998 treated water supply contract has been updated several times, most recently in 2012, which now includes a provision for joint financing of new infrastructure to increase capacity; and

WHEREAS, given the fact that Lincoln and PCWA need Ophir WTP at the same time, and that PCWA anticipates bidding the project in 2025, it is appropriate to take advantage of this contract provision; and

WHEREAS, staff of both parties have negotiated terms for joint financing with two primary objectives: 1) to defray borrowing costs for PCWA and 2) to maximize Lincoln's investment in future capacity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN AS FOLLOWS:

Section 1. The City Council hereby approves the attached agreement (Exhibit A) funding construction of additional treated water capacity; and

Section 2. The City Manager is hereby authorized to execute the attached agreement hereto and incorporated by this reference, including minor revisions that are in substantial conformance with the agreement on behalf of the City of Lincoln.

PASSED AND ADOPTED this 13th day of June, 2023:

AYES:	COUNCILMEMBERS:	Karleskint, Andreatta, Lauritsen, Joiner
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	Brown

Paul Joiner, Mayor

ATTEST:

Gwen Scanlon, City Clerk

FUNDING AGREEMENT BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN FOR CONSTRUCTION OF ADDITIONAL TREATED WATER CAPACITY

This Funding Agreement for Construction of Additional Treated Water Capacity is entered into by and between Placer County Water Agency, a public agency ("PCWA"), and the City of Lincoln, California, a municipal corporation ("Lincoln") (hereafter, the "Funding Agreement" or "Agreement"). PCWA and Lincoln may be collectively referred to as the "Parties," or each individually as a "Party."

Recitals

A. PCWA is a public agency and the primary water resource agency for Placer County, California, created under the Placer County Water Agency Act, that provides, among other things, retail and wholesale supplies of treated and untreated water to customers throughout the west slope of Placer County.

B. Lincoln is an incorporated city in Placer County that purchases wholesale treated water from PCWA and operates its own retail water system.

C. It is currently estimated that both PCWA and Lincoln will need additional treated water capacity by approximately 2030.

D. PCWA and Lincoln both collect capacity charges from new connections to their respective water systems to pay for the capacity needed when constructing new or expanded infrastructure.

E. To serve the needs of PCWA and Lincoln, PCWA must construct the first phase of its next major water treatment plant ("WTP"), named Ophir WTP. Phase 1 of the project will create an additional capacity of 10 million gallons per day ("MGD").

F. Lincoln wishes to use some of its current funds accrued by way of capacity charges to guarantee future capacity from PCWA's Ophir WTP and related infrastructure.

G. PCWA wishes to minimize the borrowing necessary to fund the construction of Ophir WTP.

H. Article 6(c) of the "Contract between Placer County Water Agency and City of Lincoln for a Treated Water Supply," dated December 10, 2012 (the "Contract") provides the option for joint financing of new infrastructure to increase capacity.

I. PCWA is willing to reduce the Water Connection Charge ("WCC") normally applicable to Lincoln based upon the defrayed borrowing costs for Ophir WTP if Lincoln pays for capacity in advance pursuant to the terms of this Agreement.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals Incorporated:** The foregoing recitals are true and are incorporated by reference.

2. **Purpose:** The purpose of this Agreement is to memorialize the agreement and understanding of the Parties with respect to a partnership that is intended to provide PCWA the funding for construction

of Ophir WTP, to enable PCWA to meet future water delivery obligations in both PCWA and Lincoln service areas, which is contemplated in the Contract.

3. **WCC Currently.** Pursuant to the Contract, Lincoln pays a WCC for "Regulated" Units of Capacity ("UOC"). The current WCC for a UOC of Regulated delivery in 2023 dollars is as follows:

Component	Amount
Treatment	$10,564
Transmission	$7,829
Planning	$95
Total	$18,488

4. **The Proposed WCC for Advanced Payment (the "Partner WCC").** In exchange for Lincoln's advance payment, PCWA shall reduce the treatment component by twenty-seven percent (27%), resulting in a revised total of $15,636 in 2023 dollars for the Partner WCC. This percent reduction is the estimated financing cost for Ophir WTP from PCWA's "Water Connection Charge Cost Study – 2017 Update," dated March 17, 2017.

5. **Purchased Capacity (the "Partner Capacity").** The parties agree that the volume of Partner Capacity purchased is variable based upon the amount of advanced payment(s) made by Lincoln and is expressed in UOC and MGD as follows:

Partner Funding	Partner Capacity	
	UOC	MGD
$35 million	2,239	2.58
$40 million	2,558	2.94
$45 million	2,878	3.31
$50 million	3,198	3.68
$55 million	3,518	4.05

Actual Partner Capacity may be interpolated or extrapolated from the incremental amounts listed.

6. **Terms of Payment.**

a. Lincoln shall submit an initial payment ("Partner Funding") by June 30, 2023.

b. PCWA shall place the Partner Funding in a designated account only used for construction of Ophir WTP.

c. Partner Funding shall be invested and maintained in accordance with PCWA's investment policy with the goal of investing at a market rate yield for the limited duration from the date received until the date the funds are needed for the construction contract for Ophir WTP.

i. Interest and/or dividends earned shall be accumulated in the fund.

ii. Expenses incurred for the management of the funds shall be offset first against interest and/or dividends earned and second against the funding amounts.

iii. PCWA shall report quarterly to Lincoln the type of investment, issuer, purchase date, par value, market value, stated rate and maturity date of the Partner Funding.

d. Lincoln may submit additional payments contributing to the Partner Funding up until such time as PCWA awards a construction contract for Ophir WTP; however, Lincoln's Partner Capacity may not exceed 5 MGD.

7. **Escalations.** Beginning January 1, 2024, the Partner WCC will increase each January 1st by the previous June-to-June annual increase as published in the Engineering News Record Construction Cost Index for the San Francisco region. The parties agree to meet and confer regarding this calculation.

8. **Conversion of Partner Funding to Partner Capacity.** Upon PCWA's award of a construction contract for Ophir WTP, the cash balance of the Partner Funding account shall be converted to Partner Capacity (i.e., UOC and MGD) using the Partner WCC at the time of conversion. The parties agree to meet and confer regarding this calculation.

9. **Construction Timeline.** PCWA's currently planned project timeline for Ophir WTP is as follows, along with provisions for adjustment:

a. Final design work and preparation of bid documents, through 2024;

b. Bidding for construction, award of contract, and mobilization, through 2025; and

c. Construction in 2026, 2027, and 2028.

d. This timeline assumes continuation of the current pace of housing and commercial development in both PCWA and Lincoln service areas. With this timeline, Partner Capacity would be available in 2029. Although both PCWA and Lincoln currently estimate needing the capacity gained by construction of Ophir WTP by 2030, the parties acknowledge this timeline could be delayed by up to several years, depending upon economic conditions and demand.

e. PCWA shall update Lincoln regarding changes to this timeline and the amount of the Partner Funding each year in its annual water supply letter, pursuant to Article 5(f) of the Contract.

f. If PCWA has delayed construction of Ophir WTP and Lincoln needs the additional capacity sooner than planned, Lincoln shall notify PCWA in writing of any requested changes to the timeline at least eighteen (18) months before the date Lincoln wishes for the project to be bid.

10. **Notification of Critical Path Events.** PCWA shall notify Lincoln in writing of the following critical path events for construction of the Ophir WTP:

a. Ninety (90) days in advance of its intent to advertise for construction bids and upon advertisement;

b. One (1) week prior to any recommendation for award of a construction contract to PCWA's board, and within one (1) week after a successful award; and

c. Within one (1) week after recordation of the Notice of Completion ("NOC") of construction.

11. **Partner Capacity Availability.** The Partner Capacity will be available upon recordation of the NOC.

12. **Rate Adjustment.**

    a. The Partner Capacity will be added incrementally to the basis for Lincoln's fixed monthly water rates (fixed charge and renewal and replacement charge) at a rate of 400 UOC per year, effective each January 1 following recordation of the NOC of Ophir WTP, and continue until all Partner Capacity has been added.

    b. If development conditions within the City of Lincoln are such that 400 UOC per year is significantly too high or too low, Lincoln and PCWA may mutually agree to revise this rate by written amendment to this Agreement, to be executed by the City Manager and General Manager.

    c. If Lincoln's actual usage exceeds this incremental increase in capacity, the basis for their fixed monthly water rates will be increased to their actual usage for the year of exceedance and Lincoln will retroactively pay the difference in fixed rates back to January 1.

13. **Separate Agreement:** Nothing in this Funding Agreement is intended to amend or modify the terms, conditions and obligations of the Contract.

14. **No Obligation:** The Parties acknowledge and agree nothing in this Agreement requires, or implies that this Agreement is intended to obligate, Lincoln to contribute to Partner Funding beyond its initial contribution.

15. **Notices:** Any notice to be given under this Agreement shall be provided to those representatives identified in **Exhibit A** and may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by a reputable overnight delivery service; (c) transmission by electronic mail; or (d) personal delivery. Receipt of any notice sent by transmission method (b), (c) or (d) shall be deemed effective upon delivery.

16. **Term and Termination:**

a. This Funding Agreement will take effect as of the last date on which both PCWA and Lincoln have executed same, or on such date as PCWA accepts Lincoln's Partner Funding,

whichever occurs first.

b. This Agreement may be mutually terminated by written agreement of both parties. If the Agreement is mutually terminated by the written agreement of both Parties or by operation of law, any balance of Partner Funding contributed by Lincoln, including interest earned thereon, shall be promptly returned to Lincoln.

c. If PCWA, due to no fault of its own, becomes unable to perform construction of the Ophir WTP due to, for example, protracted environmental litigation, passage of prohibitive laws or regulations, or the effects of extended "Acts of God" such as fire, flood, drought, earthquake, war, terrorism, riots, civil disorders, rebellions, revolutions or pandemic, either party may elect to provide sixty (60) days' written notice of termination of this Funding Agreement to the other party. In such case, PCWA shall promptly return any balance of Partner Funding contributed by Lincoln, including interest earned thereon.

17. **Amendments:** Amendments to this Agreement must be in writing and executed by both Parties.

18. **Assignment:** The rights and duties of the Parties may not be assigned or delegated without the written consent of the other Party and its respective governing body. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

19. **No Agency:** Each Party understands and agrees that there is no agency or joint venture relationship between the Parties. It is further understood and agreed by the Parties that notwithstanding anything contained herein, the employees of each Party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing Party.

20. **Responsibility for Costs:** Each Party understands and agrees that any internal, in-house or administrative costs, or expenses incurred by either Party related to that Party's obligations hereunder shall be the sole responsibility of the Party incurring said costs and expenses.

21. **No Third-Party Beneficiary:** The Parties understand and agree that this Agreement creates rights and obligations solely among the Parties and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third-person as a third-party beneficiary of this Agreement or any of its items or conditions, or otherwise give rise to any cause of action in any person not a Party hereto.

22. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California. Any action brought on any claims founded on this Agreement shall be brought in the Superior Court of Placer County.

23. **No Conflict:** Nothing in this Agreement is intended to conflict with current law, regulations, or policy. Further, nothing in this Agreement is intended to restrict the authority of either Party to act as provided by law or regulation, or to restrict either Party from enforcing any laws or regulations within its authority or jurisdiction.

24. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, but only to the extent that the intent of the Parties can be effectuated without the provision or provisions held invalid, void, or unenforceable.

25. **No Waiver:** The waiver by any Party to this Agreement of any requirements, condition, or provision of this Agreement shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision.

26. **Signatories' Authority:** The Parties represent that the undersigned individuals executing this Agreement are fully authorized to do so by law or other appropriate instrument and to bind the Parties to the obligations set forth herein.

27. **Counterparts:** The Parties agree this Agreement may be executed and delivered in counterparts which, when taken together, shall constitute a fully-executed Agreement. In addition, this Agreement may be executed via electronic transmission and any such electronic signature shall be deemed to be an original signature.

28. **Entire Agreement:** This instrument and any attachments hereto constitute the entire Agreement between the Parties concerning the subject matter hereof.

29. **Interpretation.** The Parties agree and acknowledge they have each had the equal opportunity to review the terms and conditions of this Agreement, enter into the Agreement freely, and that no law governing interpretation of the provisions of the Agreement in favor or against the drafter or either Party is enforceable.

The foregoing is hereby agreed to by the Parties as of the date executed below.

PLACER COUNTY WATER AGENCY

By: _____ Date: _____
Name:
Title:

ATTEST

By: _____ Date: _____
Name:
Title:

CITY OF LINCOLN

By: _____ Date: 6/20/23

Name: Sean Scully
Title: City Manager

ATTEST

By: _____ Date: 6/20/2023

Name: Gwen Scanlon
Title: City Clerk

Approved as to form:

By: _____ Date: 6.15.23

Name: Kristine Mollenkopf
Title: City Attorney

Exhibit A

Placer County Water Agency and City of Lincoln Representatives for Notice

PCWA:

General Manager
Placer County Water Agency (PCWA)
P.O. Box 6570
Auburn, CA 95604
Office: (530) 823-4860

Lincoln:

City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648
Office: (916) 434-2490

CONTRACT BETWEEN PLACER COUNTY WATER AGENCY

AND CITY OF LINCOLN FOR A TREATED WATER SUPPLY

adopted by PCWA Board on 12/10/2

This contract made this 13th day of November, 2012, by and between the Placer County Water Agency, hereinafter referred to as the "Agency", a public agency created by the California Legislature by the Placer County Water Agency Act, and the City of Lincoln, a municipal corporation, located within the Agency, hereinafter referred to as "Lincoln."

RECITALS

The Agency and Lincoln entered into a water supply contract on February 24, 1998, which was supplemented on July 13, 1999, November 7, 2002 and again on December 11, 2006 and expires on December 31, 2012.

The Agency recognizes and acknowledges an existing contribution by Lincoln of $4 million towards facilities construction, as set forth in the Supplement to the Contract between the Agency and Lincoln, dated December 11, 2006, which contribution entitles Lincoln to 351.7 future EDU's (404,455 gpd) through the unregulated delivery facilities.

The Agency and Lincoln now wish to enter into a new water supply contract that consolidates and supersedes the February 24, 1998, as amended and sets forth their mutual understandings and agreement regarding water supplies from the Agency in the future.

SCANNED

NOW, THEREFORE, the above Recitals are true and correct and incorporated herein by reference, and the parties hereto mutually agree as follows:

ARTICLE 1 – TERM OF CONTRACT

This contract ("Contract") shall supersede the contract of February 24, 1998, as amended and supplemented, and shall become effective on January 1, 2013 and remain in effect through December 31, 2032.

ARTICLE 2 – OPTION FOR CONTINUED SERVICE

At the expiration of the term of this Contract, Lincoln shall be entitled to renewals of this Contract for successive periods not to exceed twenty years at a time, provided that the terms and conditions of each such renewal are agreed upon not later than one year prior to the expiration of the then-existing contract. The renewal contract shall provide for service of water under the same conditions of service as the then-existing contract including time, place, amount and rate of delivery, provided *that* the conditions of service may be altered if necessary to meet regulatory or legal requirements imposed on Agency or Lincoln.

ARTICLE 3 – POINTS OF DELIVERY AND INTERTIES

(a) Points of Delivery. All water furnished pursuant to the Contract shall be delivered to Lincoln at the Lincoln Metering Station adjacent to Lincoln's 5 million gallon storage tank near the Catta Verdera development as shown on **Exhibit A** attached hereto and incorporated herein by reference, and at other locations that may in the future be agreed to in writing by the parties. All locations where water is to be delivered are hereinafter referred to

collectively as "Points of Delivery". Upon agreement as to additional Points of Delivery, Exhibit A shall be amended to show those Points of Delivery. Upon agreement by the Agency, which shall not be unreasonably withheld, Lincoln may also elect to take delivery of water from the Agency at a point along the Agency's existing 18-inch line in Athens Road, provided that Lincoln pays the Agency's full Water Connection Charge ("WCC") at the time of request for such delivery and complies with such additional terms and conditions as are appropriate at that location. Lincoln shall be solely responsible for all costs of constructing the Points of Delivery and all costs of operating and maintaining all Lincoln's facilities beyond the Points of Delivery, provided, however, that the costs of construction of metering stations and facilities upstream of the Points of Delivery shall be a credit against future Water Connection Charges.

(b) Interties. The Agency and Lincoln recognize that there is a mutual benefit in having interties between their respective distribution systems to provide for the exchange of water between Agency and Lincoln under emergency conditions and during planned maintenance periods. These interties will be established and operated in a manner mutually agreed to in writing.

ARTICLE 4 – EXISTING AND PLANNED INFRASTRUCTURE

(a) Existing Infrastructure. The location of the major existing and planned infrastructure elements associated with the delivery of treated water from the Agency to Lincoln are also shown on **Exhibit A**.

(b) Penryn-Lincoln-Sunset Pipeline. Phases 1A, 1B and 2 segments of the Penryn-Lincoln-Sunset pipeline have been completed in accordance with prior agreements between the parties. The Phase 3 segment was envisioned in a prior agreement but has not been constructed as of the date of this Contract.

The Phase 3 segment will extend a pipeline from the Lincoln Metering Station north to Lincoln's City Pond site. The Phase 3 segment will include a new Metering Station at the City Pond site similar to the existing Lincoln Metering Station. Lincoln and the Agency are in the process of negotiating a Facilities Agreement for the construction of the Phase 3 segment, which shall cover issues of timing, funding and changes in Lincoln's Maximum Delivery Entitlement, and the Agency recognizes the existing contribution by Lincoln of $4 million towards the future construction.

(c) Lincoln Metering Station. The existing Lincoln Metering Station, located at the northerly end of the Phase 1B pipeline, includes two separate metering facilities: one for the unregulated metered delivery of water to the high elevation lots of the Catta Verdera development, and one for the flow-regulated metered delivery to the Lincoln Pressure Zone. "Regulation" as used in this Article means the Agency's ability to control the rate of flow and limit flow fluctuations. The Lincoln Metering Station is designed to deliver up to 20 mgd combined (both regulated and unregulated delivery).

(d) Future Facilities. Exhibit A also shows the approximate location of the proposed Ophir Water Treatment Plant ("Ophir WTP") and transmission lines needed to

connect it to the existing Foothill-Sunset system. Completion of these future facilities will increase the Agency's maximum delivery rate capability to Lincoln and the remainder of the Agency's service area.

(e) Reservation of Transmission Capacity. As of the date of this Contract, all payments made by Lincoln, whether direct investments in pipelines or payments of the Agency's WCC, have been incorporated into the calculation of Lincoln's Maximum Delivery Entitlement and Lincoln has no separate or additional rights to transmission capacity in the Agency's system.

ARTICLE 5 – MAXIMUM DELIVERY ENTITLEMENTS

(a) General Provisions

The Agency will supply Lincoln with water each year at the Points of Delivery, up to the maximum quantities and maximum rates of flow specified in this Article, subject to the terms and conditions of this Contract.

During the non-peak season, generally from September to May, but not during a PG&E water service outage, Lincoln may exceed the maximum quantities and flow rates to which it is entitled under the Contract for purposes of performing maintenance on its system, provided that the Agency is notified in advance and determines it has the capability to provide such accommodation of flow rates and quantities.

In an emergency situation within Lincoln's system Lincoln shall have equal access to the Agency's storage and delivery capacity on the same basis as other Agency customers if needed.

In an emergency situation within Agency's system, Lincoln agrees to utilize its alternative groundwater supplies and internal storage capacity to the maximum extent feasible at the request of the Agency.

(b) Current Maximum Delivery Entitlement. As of the date of this Contract, the maximum amount of water which Lincoln may require the Agency to deliver to Lincoln through the regulated delivery facilities in a single day is 17,774,452 gallons, and through the unregulated delivery facilities in a single day is 726,972.5 gallons, for a combined total of 18,501,424.5 gallons per day (Maximum Delivery Entitlement). For purposes of this Contract, a day shall be the twenty-four hour period beginning one second after midnight.

(c) Service to High Elevation Lots. It is anticipated that ultimately there will be approximately 600 dwelling lots within Lincoln's service area at elevations higher than can be served by gravity from the Lincoln Pressure Zone. The Agency agrees that Lincoln may elect to take unregulated delivery from the Agency for these lots, provided that Lincoln first pays to the Agency the Agency's full WCC, as it exists at the time of such payment. To date, Lincoln has paid for WCC credits for a maximum day water delivery of 726,972.5 gallons for the unregulated deliveries for the high elevation lots in Lincoln that are served by the Agency's storage facilities. Should Lincoln desire to purchase additional maximum day capacity for service to high elevation lots, Lincoln shall submit to the Agency a written request specifying the additional maximum day water delivery required. Assuming there is adequate capacity in

the Agency's system to accommodate this request, as determined in the Agency's sole discretion, Lincoln shall pay the full WCC cost per gallon as it exists at that time.

(d) Service to Lincoln Pressure Zone. With the exception of the unregulated delivery to the Catta Verdera high elevation lots, under normal operating conditions Lincoln shall, at its own expense, provide all storage and groundwater facilities necessary to regulate pressures and to accommodate hourly changes in demands within its Lincoln Pressure Zone while receiving uniform regulated deliveries from the Agency.

Lincoln will provide to the Agency on a routine basis, but not more frequently than daily, the required daily volume of water to be delivered to Lincoln. The Agency shall operate control valves which regulate the rate of flow of water from the Agency's system to Lincoln's at the Points of Delivery. At the option of the Agency, deliveries to Lincoln may be made at a uniform rate of delivery over a twenty-four hour period, or at fluctuating rates not to exceed plus or minus 10 percent of the daily average delivery rate, *provided however, that* the Agency may temporarily halt delivery if Lincoln's storage facilities become full.

(e) Increases in Maximum Delivery Entitlement Through Existing Facilities.

The Agency's Foothill-Sunset-Ophir ("FSO") water system has an approximate maximum permitted treatment capacity of 66 mgd and an unallocated treatment capacity of approximately 5.7 mgd as of the date of this Contract, which unallocated capacity is available on a first-come, first-served basis upon payment of the applicable WCC. Lincoln shall have the right to access any or all of the then-unallocated treatment and transmission capacity within

the Agency's FSO water system by paying the WCC applicable to Lincoln in effect at the time payment is made until the existing FSO system reaches capacity, as objectively and quantifiably determined by PCWA.

(f) Annual Notification. The Agency shall notify Lincoln annually in writing of the then-remaining water and capacity which the Agency is able to deliver to and from the FSO water system, and the amount of water and capacity which has been committed to and from the FSO water system since the date of the immediately preceding report.

ARTICLE 6. WATER CONNECTION CHARGES

(a) WCC Applicable to Lincoln for Service from Agency's Existing Infrastructure.

The Agency's current full WCC is composed of five components: (1) a treatment plant component, the amount of which is generally intended to cover the costs of delivering raw water to the treatment plant and providing treatment and clearwell storage facilities; (2) a groundwater component, the amount of which is generally intended to cover the costs of providing groundwater pumping and treatment facilities which the Agency determines is necessary to insure water supply reliability, for emergency backup, periods of drought, or for maintenance or peak management; (3) a storage component, the amount of which is generally intended to cover the costs of providing distribution system storage facilities; (4) a transmission component, the amount of which is generally intended to cover the costs of providing regional transmission facilities; and (5) a planning component, the amount of which is generally intended to cover the costs of regional planning efforts.

Except for service to high elevation lots, as provided in Article 5, the Parties agree that the Agency will not provide distribution system storage or groundwater service to Lincoln and will be providing only a portion of the planning required by Lincoln. Therefore, the WCC components applicable to Lincoln to increase its Maximum Delivery Entitlement from the existing Foothill-Sunset-Ophir system shall be the Agency's treatment component, transmission component and one-half the planning component. As of the date of this agreement the Agency's WCC components for the PCWA Zone 1 treated water service and the amounts applicable to Lincoln for one (1) equivalent dwelling unit (EDU) are as shown in the following table. Also shown is the assumed maximum day demand for one (1) EDU which was used to calculate these charges, and a calculation of the WCC amount per gallon per day of maximum demand ($/GPD).

Component (effective 01/01/12)	Zone 1	Lincoln
Treatment	$5,834	$5,834
Groundwater	648	0
Storage	2,755	0
Transmission	6,807	6,807
Planning	162	81
Total	$16,206	$12,722

1 EDU Max Day Water Use, GPD	1,150	1,150
$/GPD	$14.09	$11.06

The Maximum Delivery Entitlement for Lincoln shall be increased by one gallon per day from the existing FSO water system for each $11.06 of WCC payment received by the Agency in 2012.

Beginning January 1, 2013 and each year thereafter, until the Agency determines that there is no remaining unallocated capacity in the existing FSO water system, the amount of WCC payment required to increase Lincoln's Maximum Delivery Entitlement shall be increased by the percent increase in the ENR San Francisco Construction Cost Index over the preceding year.

(c) Increases in Maximum Delivery Entitlement Requiring New Infrastructure.

Additional increases in Lincoln's Maximum Delivery Entitlement requiring new infrastructure may be made available to Lincoln through implementation of negotiated Facilities Agreement(s) that include provisions for joint financing of the planning, design, environmental processing and mitigation, and construction of the proposed source water supply, water treatment and transmission infrastructure and appurtenances necessary to increase the maximum rate of delivery from the Agency to Lincoln. The Agency agrees to cooperate with Lincoln in the planning and development of infrastructure in the Agency's facilities upstream of the Points of Delivery and interties which Lincoln requires to meet its development needs, provided, however, that this Contract imposes no obligation on PCWA to construct or enhance its existing infrastructure. PCWA shall own and operate all such infrastructure. Lincoln shall have exclusive rights to the portion of capacity in said infrastructure represented by the proportion of funding provided by Lincoln, to be defined in those Facilities Agreement(s).

ARTICLE 7 – LIMITATION ON AGENCY SERVICE

Except for those properties that abut the existing Agency pipeline in Athens Road, the Agency will not provide treated water service within Lincoln's sphere of influence as of the date of this Contract; provided that Lincoln offers to furnish such service to those areas upon the same terms and conditions that it furnishes service to areas outside its city limits.

ARTICLE 8 – OTHER LINCOLN WATER SOURCES

Lincoln has a developed groundwater system which is integrated into its municipal water system; a portion of Lincoln's sphere of influence lies within Nevada Irrigation District's (NID) service area and Lincoln is pursuing a separate treated water supply from NID to serve that portion of the city. In addition, Lincoln is planning on developing its recycled water sources to meet local irrigation requirements. Both of these source developments may affect Lincoln's need for water supplied under this Contract. The Agency acknowledges that Lincoln has the right to use these other water sources within the City in any way it determines is best.

ARTICLE 9 – MEASUREMENT

All water furnished pursuant to this Contract shall be measured by the Agency at the Points of Delivery. Such measurements shall be with equipment chosen by the Agency and approved by Lincoln. All measuring equipment shall be installed and maintained by the Agency and the Agency shall pay for all installation and maintenance. The Agency shall have the primary obligation to measure the quantity of water delivered to Lincoln. Lincoln may request, at any time, investigation of the measurements being made as well as the charges associated

with those measurements. Errors in measurement and charges discovered by the investigation will be corrected by the Agency. Lincoln may, at its own cost, at any time, inspect the measuring equipment and the records of such measurements for the purpose of determining the accuracy of the equipment and measurements.

ARTICLE 10 – RATES OF PAYMENT FOR WATER

(a) Current Rates and Charges. Beginning the earlier of January 1, 2014 or the effective date of the next change in Agency's rates, and continuing until otherwise agreed to in writing by both parties, the rates and charges that Lincoln shall pay the Agency for all water furnished under this Contract shall be the Agency's Schedule No. 1 – Treated Water – for Metered Industrial and Resale Service within the Western Water System, which is the Agency's lowest volumetric rate for treated water. Until January 1, 2014, Lincoln shall pay the Agency's rates and charges implemented in 2009 that Agency designated as applicable to Lincoln.

(b) Changes in Rates and Charges. The Agency may alter its rates and charges at any time as it deems necessary; provided, however, it shall give Lincoln 45 days' written notice of its intention to consider any changes in rates and charges and shall hold a public hearing at which Lincoln and any members of the public can present evidence in support of or in opposition to any such proposed changes and provided further *that* no increase in rates to be charged to Lincoln shall become effective until 90 days after the Agency has notified Lincoln in writing of the rate change.

ARTICLE 11 – RESERVED

ARTICLE 12 – TIME AND METHOD OF PAYMENTS

On or before the tenth day of each month, the Agency shall send Lincoln a statement of charges due for all water actually delivered to Lincoln during the preceding month. Lincoln shall pay all statements via electronic transfer within thirty (30) days after they are received.

ARTICLE 13 – WATER SHORTAGES

At times there may occur a shortage in the quantity of water available for delivery to Lincoln pursuant to this Contract. In the event of any shortage (due to natural causes, casualties, regulatory requirements or any other causes) which causes the total quantity of water available to the Agency for distribution to Lincoln and to the Agency's other customers to be less than the total of all quantities required by Lincoln and the other customers, the Agency reserves the right to apportion the available water supply among Lincoln and others entitled to receive water from the Agency. In such events, no liability shall accrue against the Agency or any of its officers, agents or employees for any damage, direct or indirect, arising from such shortage or shortages or resulting allocations. The Agency shall give Lincoln written notice as far in advance as possible of any such reduction in water deliveries, which notice shall state the basis for the reduction and the anticipated duration. Also, if the Agency's supply of water for its Zone No. 1 is reduced by events outside the control of the Agency, or is being fully utilized by the Agency's then-existing customers, and as a result the Agency is unable to increase Lincoln's Maximum Delivery Entitlement then, notwithstanding any other provision of this Contract, the Agency shall not be required to increase its rate of delivery to Lincoln.

ARTICLE 14 – OPERATION AND MAINTENANCE

The Agency may temporarily discontinue or reduce the amount of water to be furnished to Lincoln as provided for herein for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for furnishing water to Lincoln. Insofar as it is feasible, the Agency will give Lincoln reasonable notice in advance of any such temporary discontinuance or reduction, except in cases of emergency, in which case no advance notice need be given. The Agency shall schedule its routine maintenance of facilities so that, to the extent feasible, such discontinuances or reduction in delivery will result in minimum impact to Lincoln's customers.

ARTICLE 15 – WATER QUALITY

All water delivered by the Agency pursuant to this Contract shall meet all applicable Federal, State of California and Placer County water quality requirements for water for domestic use. If public notification is required to be given to Lincoln's customers because the quality of the water fails to meet standards, Agency shall so notify Lincoln in writing as promptly as reasonably feasible, and Lincoln shall be responsible for sending such notices, *provided that* the Agency shall reimburse Lincoln for its reasonable costs in doing so. The Agency shall provide Lincoln with copies of any reports received by the Agency from health departments concerning the quality of the water being furnished to Lincoln. Lincoln shall indemnify the Agency against any claims of damages of any nature whatsoever that may result

from a failure of Lincoln to provide notice to its customers of water quality problems pursuant to this Article 15.

ARTICLE 16 – INDEMNIFICATION

Except for any claim or action for damages based upon the quality of water prior to its reaching the Points of Delivery, neither the Agency nor its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water furnished to Lincoln pursuant to this Contract after such water has passed the Points of Delivery, nor for the claims of damages of any nature whatsoever, including but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond the Points of Delivery,; and Lincoln shall indemnify, defend and hold harmless the Agency and its officers, agents and employees from any such damages or claims of damages.

ARTICLE 17 – OBLIGATIONS OF LINCOLN TO MAKE PAYMENTS

The obligations of Lincoln arising out of or pursuant or incidental to this Contract shall constitute general obligations of Lincoln, and Lincoln shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to the Agency under this Contract. Lincoln as a whole is obligated to pay to the Agency the payments becoming due under this Contract, notwithstanding any individual default by its water users, constituents or others in the payment to Lincoln of assessments, taxes, tolls, or other charges levied by Lincoln.

ARTICLE 18 – INTEREST ON OVERDUE PAYMENTS

Interest shall accrue at the legal rate of interest charged on judgments issued in California courts on any unpaid charges to be paid by Lincoln to the Agency pursuant to this Contract from their due date until paid, and Lincoln hereby agrees to pay such interest.

ARTICLE 19 – DEFAULT

In the event of any default by Lincoln for a period of more than sixty (60) days in the payment of any money required to be paid to the Agency hereunder, the Agency in its discretion may suspend delivery of water during the period when Lincoln is delinquent in its payments or obligations due to the Agency under the terms of this Contract. Action taken pursuant to this Article shall not deprive the Agency of or limit any remedy provided by this Contract or by law for the recovery of money due or which may become due under this Contract.

ARTICLE 20 – REMEDIES NOT EXCLUSIVE

The use of either party of any remedy for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 21 – ASSIGNMENT

The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract, or any part hereof or interest herein, shall be valid without the consent of the non-assigning party.

ARTICLE 22 – AREA SERVED BY LINCOLN

Without the prior written consent of the Agency, water delivered to Lincoln pursuant to this Contract shall not be sold or otherwise disposed of by Lincoln for use outside Lincoln's city limits as they may exist from time to time, except to those customers outside the city limits located in the area shown on Exhibit "B" attached hereto and incorporated herein by reference that were receiving service from Lincoln as of the date of the 1998 contract. The consent of the Agency shall not be unreasonably withheld. Refusal of the Agency to grant consent shall be based upon the lack of water or capacity in Agency facilities or the intention of the Agency to provide service to the area outside Lincoln's sphere of influence. Lincoln shall require annexation to the Agency's Zone No. 1 as a condition to providing water service to any new customers outside of Lincoln's city limits that are connected to Lincoln's water system after the date of this Contract.

ARTICLE 23 – OPINIONS and DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

ARTICLE 24 – NOTICES

All notices, including but not limited to rate or WCC increases, that are required either expressly or by implication to be given by any party to the other under this Contract shall be

signed for the Agency and for Lincoln by such officers as they may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given and delivered personally if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this Contract.

ARTICLE 25 – INSPECTION of BOOKS and RECORDS

The proper officers or agents of Lincoln shall have full and free access at all reasonable times to the account books and official records of the Agency insofar as the same pertain to the matters and things provided for in this Contract, with the right at any time during office hours to make copies thereof at Lincoln's expense, and the proper representatives of the Agency shall have similar rights in respect to the account books and records of Lincoln.

ARTICLE 26 – AMENDMENTS

This Contract may be amended at any time by mutual written agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.

ARTICLE 27 – WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be

effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

ARTICLE 28 – CONSTRUCTION of LANGUAGE of CONTRACT

The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

ARTICLE 29 – MITIGATION of DAMAGES

In all situations arising out of this Contract, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

ARTICLE 30 – GOVERNING LAW

This Contract, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

ARTICLE 31 – CAPTIONS

The captions or headings in this Contract are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Contract.

ARTICLE 32 – PARTIAL INVALIDITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 33 – RELATIONSHIP of the PARTIES

The relationship of the parties to this Contract shall be that of independent contractors. Each party shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work or obligations assigned to them under this Contract.

ARTICLE 34 – WATER CONSERVATION

The Agency is required by federal and state laws and regulations to implement various water conservation measures and require its customers, whether they be retail, wholesale, or resale customers, to abide by these measures in order to prevent the waste of water. Lincoln shall, within its service area, implement the water conservation measures adopted by the Agency from time to time for the Agency's Zone No. 1 Water System and shall require its customers to comply with those measures to the same extent that other customers within the Agency's Zone No. 1 are required to do so.

ARTICLE 35 – YEAR

The term "year" as used in this Contract shall mean the calendar year beginning on each January 1.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

ATTEST:

Clerk, Board of Directors
Placer County Water Agency
P O. Box 6570
Auburn, California 95604

PLACER COUNTY WATER AGENCY

12/10/12
Chairman of the Board

ATTEST:

Clerk
City of Lincoln
600 6th Street
Lincoln, California 95648

CITY OF LINCOLN

Mayor

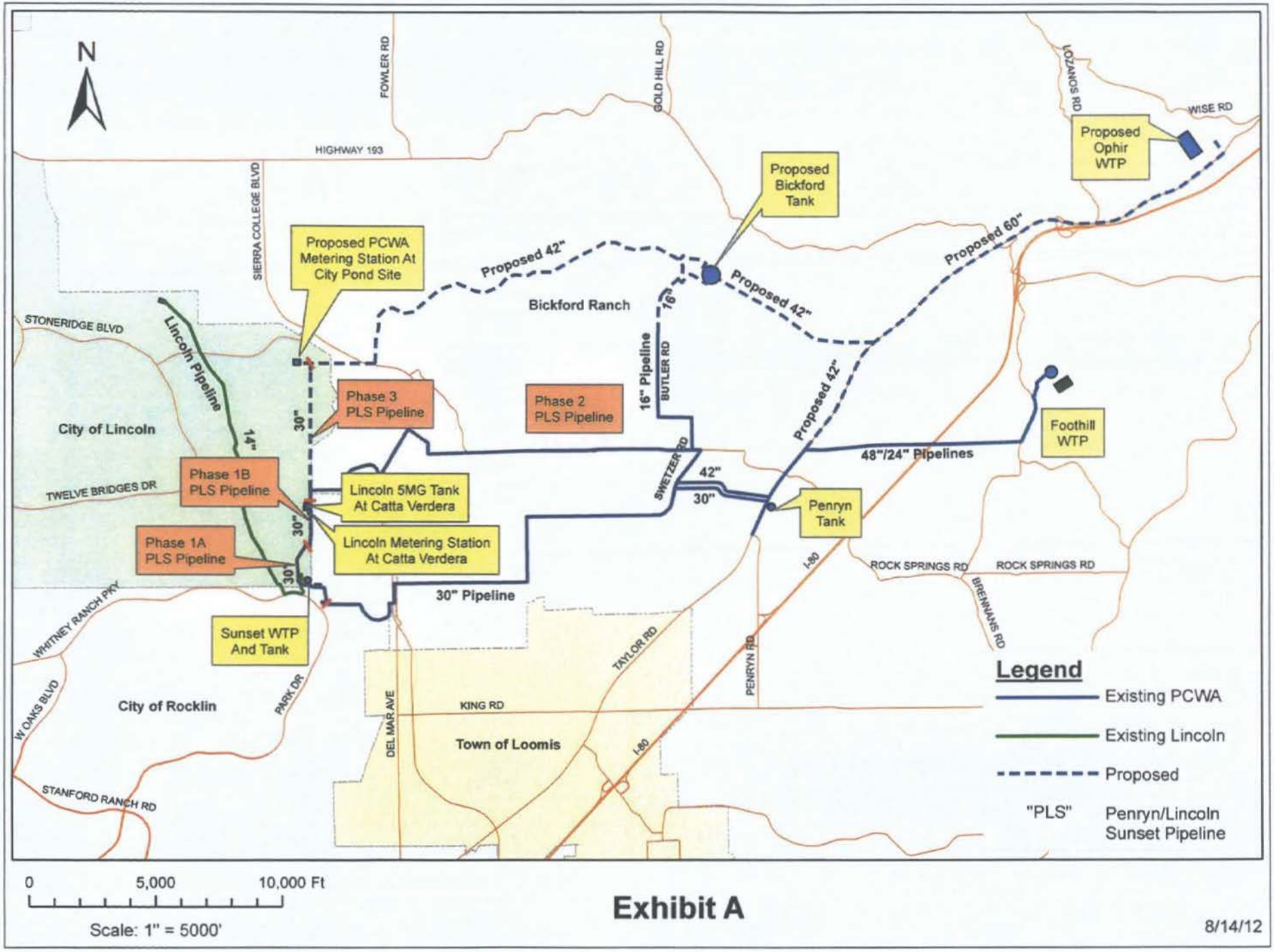


Exhibit A

8/14/12

AMENDMENT NO. ONE TO FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3 LINCOLN/PENRYN PIPELINE

AND METERING STATION BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN

This Amendment, by and between Placer County Water Agency, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date last executed by either the Agency or Lincoln.

Whereas, Lincoln and the Agency entered into Facilities Agreement No. 2521 ("FA 2521") on October 17, 2013 for design and construction of the Phase 3 Lincoln/Penryn Pipeline and Metering Station; and

Whereas, this pipeline and metering station will initially serve Lincoln from the Agency's Foothill Water Treatment Plant ("WTP") and Lincoln is constructing it because their need for the pipeline preceded that of the Agency; and

Whereas, Lincoln is the lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., CEQA) for environmental documentation and review under the California Environmental Quality Act and covered the Phase 3 Lincoln/Penryn Pipeline and Metering Station within the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report in 1998 and an addendum to this document in 1999 ("Previous CEQA Documents"); and

Whereas, this pipeline is planned to later serve Lincoln and western Placer County from the Agency's proposed Ophir WTP via a proposed pipeline through the Bickford Ranch development project; and

Whereas, the diameter of the Phase 3 Lincoln/Penryn Pipeline is sized assuming Lincoln takes approximately half the supply from Ophir WTP being delivered through the Bickford Ranch development; and

Whereas, Lincoln is considering several options in its long-term water supply planning and may not need half the supply provided by Ophir WTP; and

Whereas, the Agency wishes to provide flexibility in where water from Ophir WTP is delivered and also maximize the ability for Ophir WTP to backup Foothill WTP; and

Whereas, increasing the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches ("Pipe Increase") would provide this flexibility and redundancy; and

Whereas, the Agency has requested that Lincoln increase the Phase 3 Lincoln/Penryn Pipeline accordingly; and

Whereas, the Agency is acting as the Lead Agency under CEQA for the Pipe Increase and has determined and finds that the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents. Furthermore, all of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project. Therefore, the conditions under which

preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.

Now, therefore, it is agreed as follows:

1. The Agency finds that:
    a. On the basis of an addendum prepared for this action, and concurrent consideration of the addendum and the previous EIR and addendum referenced above, the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents.
    b. All of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project.
    c. The conditions under which preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.
2. Lincoln will increase the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches in its design plans and specifications and construct the pipeline with the larger diameter. Appurtenant piping within the Metering Station to deliver water from the Bickford Ranch development to western Placer County will also be increased in diameter.
3. The Agency will pay for the increased cost of the project as a result of this Amendment in accordance with the terms of the original facilities agreement.

4. The Agency will defend, indemnify, and hold Lincoln, its elected and appointed commissioners, officers, agents, and employees harmless from and against any and all damages, claims, costs and liabilities arising out of the approval of the Pipe Increase, including claims under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.)
5. All other terms of FA 2521 remain unchanged.

In witness whereof, the parties hereto have executed this Agreement on the dates written below.

PLACER COUNTY WATER AGENCY

BY: _____

Date: August 4, 2016

ATTEST:

_____
Clerk, Board of Directors

CITY OF LINCOLN

_____
Signature

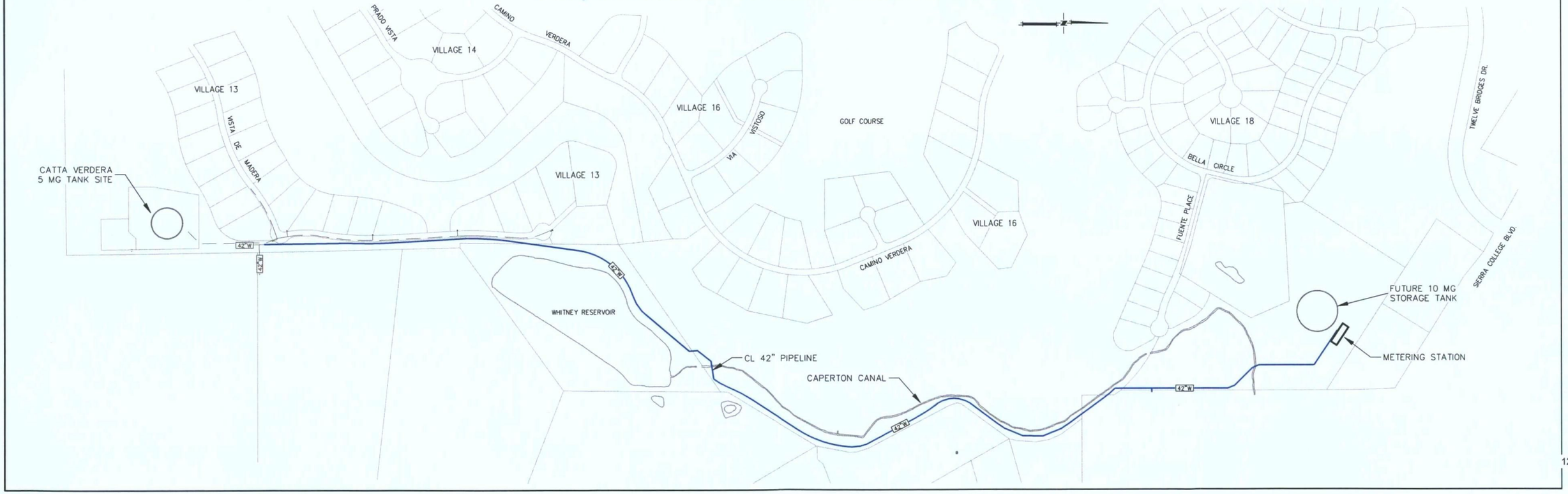
_____
Print name

City Manager
Title

Date: 9/16/16

City of Lincoln
600 Sixth Street
Lincoln, CA 9564

Penryn-Lincoln Pipeline Phase 3 - December 21, 2015



PENRYN-LINCOLN PIPELINE PHASE 3 - AREA OF DISTURBANCE



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ROSEVILLE, CA 95661 (916) 780-2500
www.uborainc.com

PENRYN-LINCOLN PIPELINE PHASE 3 - AREA OF DISTURBANCE



UBORA *ENGINEERING & PLANNING*

"EXCELLENCE"

2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661 (916) 780-2500
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PCWA
water • energy • stewardship

PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS
Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5

Einar Maisch, General Manager

BUSINESS CENTER
144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW.PCWA.NET

August 8, 2016
File No.: FA 2521

Ray Leftwich, P.E.
City Engineer
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

SUBJECT: FA 2521 Phase 3 Lincoln / Penryn Pipeline and Metering Station

Dear Ray:

Enclosed find two copies of the contract referenced above, which was approved by the PCWA's Board of Directors on August 4, 2016. Please sign both copies and return one fully executed copy to the attention.

Should you have any questions please contact me at (530) 823-4801.

Sincerely,

Stephanie Wens

Stephanie Wens
Administrative Aide

Enclosure

RESOLUTION NO. 16- 29 OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY APPROVING AN ADDENDUM TO A PREVIOUSLY CERTIFIED SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR PHASE 3 OF THE LINCOLN/PENRYN PIPELINE AND METERING STATION

WHEREAS, the *Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report* ("1998 SEIR"), and an *Addendum to the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report for the 30-Inch Pipeline and Water Storage-Tank* ("1999 Addendum") were certified by the City of Lincoln; and

WHEREAS, Placer County Water Agency was a responsible agency under CEQA for the 1998 SEIR and 1999 Addendum and was consulted by the City of Lincoln in preparation of and certifications of those documents; and

WHEREAS, Placer County Water Agency has reviewed and considered the information and findings contained in the City's 1998 SEIR and 1999 Addendum; and

WHEREAS, the State CEQA Guidelines Section 15164 provide the authority for a responsible agency to adopt an addendum to the environmental analysis for changes made to a project that was previously the subject of an Environmental Impact Report (EIR), conditioned that changes or additions are necessary and do not result in new significant impacts and preparation of a subsequent EIR.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Placer County Water Agency as follows:

1. This Board hereby finds and declares that all of the above recitals are true and correct.

2. This Board finds that (a) no substantial changes have been proposed in the project which would require major revisions of the 1998 SEIR or 1999 Addendum, (b) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which would require major revisions in that 1998 SEIR or 1999 Addendum, and (c) no new information, not known at the time the 1998 SEIR and 1999 Addendum was certified as complete, has become available.

3. Under Public Resources Code section 21166, no new environmental impact report is required to be prepared by the City of Lincoln or Placer County Water Agency prior to approval of Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project. None of the conditions that would trigger a subsequent or supplemental document are applicable.

4. Based upon the aforedescribed evidence, the Board hereby approves the Addendum for Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project submitted to it in conjunction with the 1998 SEIR and 1999 Addendum, and hereby directs the Agency staff to prepare and file a Notice of Determination in the prescribed form in compliance with the California Environmental Quality Act.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of the Placer County Water Agency held on August 4, 2016, by the following vote on roll call:

AYES DIRECTORS: Graham "Gray" Allen, Joshua Alpine, Robert Dugan, Primo Santini, III, and Chair Michael "Mike" Lee

NOES DIRECTORS: None

ABSENT DIRECTORS: None

PLACER COUNTY WATER AGENCY

FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3 LINCOLN/PENRYN PIPELINE AND METERING STATION PLACER COUNTY WATER AGENCY – CITY OF LINCOLN

THIS AGREEMENT, by and between PLACER COUNTY WATER AGENCY, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date executed by the Agency.

W I T N E S S E T H:

WHEREAS, Lincoln and the Agency entered into an agreement for water supply dated February 24, 1998 ("1998 agreement") that provided a framework for provision of water supply facilities for Lincoln, and a July 13, 1999 supplement ("1999 supplement") to the 1998 agreement further defined the facilities, delivery points, and phasing of construction of the water supply facilities, now referred to as the Lincoln/Penryn Pipeline, which has been constructed in phases; and

WHEREAS, construction of Phases 1a, 1b, and 2 of the Lincoln/Penryn Pipeline have been completed; and

WHEREAS, the 1999 supplement required a separate agreement to further define the terms of construction of the Lincoln/Penryn Pipeline and Metering Station, which agreement is to include reimbursement for Agency costs, and credits to Lincoln for costs incurred; and

WHEREAS, on December 11, 2006, the Agency Board of Directors approved a further supplement to the 1998 agreement which allowed Lincoln to increase its maximum delivery

entitlement based upon the Water Connection Charge (WCC) in effect on November 2, 2006, provided that Lincoln deposit $4,000,000 with the Agency, and construct and convey to the Agency, prior to May 1, 2012 a metering and pressure reducing station and related appurtenances and property at Lincoln's City Pond Site, referred to herein comprehensively as the "Metering Station"; and

WHEREAS, Lincoln has paid $4,000,000 to the Agency for participation in the construction of a pipeline from the Bickford Tank to Lincoln's City Pond Site, and

WHEREAS, Lincoln has requested that the remaining funds from the $4,000,000 paid by Lincoln on December 11, 2006 to upsize the pipeline from the Bickford tank to the City Pond Site be applied to the construction of the Phase 3 Pipeline and Metering Station; and

WHEREAS, the Phase 3 Pipeline extension from the Agency's Foothill Sunset Plant/Foothill Pressure Zone requested by Lincoln will require the installation of approximately 6040 feet of 30-inch diameter pipeline, construction of the Metering Station at the City Pond Site, telemetry and SCADA controls, and associated appurtenances, all of which will be described more fully in the Lincoln Penryn Phase 3 project plans to be prepared by Ubora for Lincoln as shown in Exhibit A, and which are all collectively hereinafter referred to herein as the "Facilities"; and

WHEREAS, Lincoln desires to connect the Facilities to the Agency's water system and have the Agency assume ownership of such Facilities, as further described herein, and the responsibility for furnishing water service therefrom; and

WHEREAS, the Agency is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions, Standard Drawings, and approved drawings and specifications not covered in the Agency's Standards; and

WHEREAS, Lincoln intends to engage a qualified contractor and has agreed to bear expenses to furnish and install the Facilities as further described in this agreement ("Agreement"), and

NOW, THEREFORE, IT IS AGREED as follows:

1. Deposit: The following cash deposits shall be paid to the Agency upon submission of a copy of this Agreement duly executed by Lincoln on or before ninety (90) days after the execution of the Agreement by the Agency's Board of Directors or before installation of the Facilities under this Agreement is commenced, whichever is earlier:

(a)	Engineering review, inspection, CEQA compliance and other costs	$40,000
	TOTAL	$40,000

The amount for Item 1(a) represents an estimated cost. Item 1(a) is in addition to any amount previously paid by Lincoln, and shall be charged on an actual cost basis. The actual cost as determined by the Agency for engineering review, supervision, inspection, compliance with the California Environmental Quality Act, the preparation and administration of this Agreement, inspection and testing of the Facilities, water system outages, tests and other associated activities, and costs associated with mediation, arbitration, or attorneys' fees incurred by the Agency in connection with this Agreement shall be charged against the amount deposited for Item 1(a). Should the amount of deposit for Item 1(a) become depleted the Agency may require an additional deposit be paid by Lincoln before proceeding with further work Any cost over and above the amount deposited for Item 1(a), less the amount of deposit retention referred to in paragraph 3, shall be paid upon demand, and any excess shall be refunded within 90 days after completion and acceptance of the work.

2. Minimum Deposit/Retention. Lincoln shall maintain a minimum balance of the deposit referred to in paragraph 1, Item 1(a), in an amount of $1,000 or more until completion and acceptance of the work. In order for the Agency to reimburse itself for actual costs incurred after the

date of completion and acceptance of the work, the Agency shall retain $1,000 for a period of three (3) years from the date of completion and acceptance of the work. Within 90 days thereafter the Agency shall return to Lincoln any remaining deposit balance.

3. Time: If the construction and installation of the Facilities provided for herein is not commenced within one (1) year after the date of execution of this Agreement by the Agency and completed within twelve (12) months after that date, the Agency shall have the right to terminate this Agreement at any time thereafter. Upon such termination by the Agency, the Agency shall refund any portion of the deposit made for engineering review and inspection costs, pursuant to Paragraph 1, that has not been used by the Agency prior to the date of such termination.

4. Plans: It is the responsibility of Lincoln to prepare plans and specifications for the Facilities and submit them to the Agency for acceptance. All materials to be furnished and all construction shall be in accordance with the Agency's Improvement Standards, Technical Provision, Standard Drawings, and other plans and specifications not the Agency standards. The plans and specifications, when accepted in writing by the Agency, shall become a part of this Agreement

5. Installation of Facilities: Lincoln shall construct and install the Facilities described in the plans and specifications accepted by the Agency in accordance with the provisions of this Agreement and the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings No work may be done except by a California State Licensed Class A contractor or forces approved by the Agency. Lincoln shall comply with all laws and regulations, including any prevailing wage and other employment laws and regulations such as California Labor Code Sections 1720 *et seq.*, to the extent they are applicable to construction and installation of the Facilities. A minimum of three qualified bids shall be provided. Prior to awarding a contract for construction, Lincoln shall allow PCWA to review and reject any bids.

6. Property and Rights-of-Way: No construction work shall be performed or installation

made until Lincoln provides the following easements or fee title for the properties that contain or will contain facilities that will be conveyed to the Agency in accordance with this Agreement, as follows: fee title property underlying the Metering Station, non-exclusive access easements over access roads to Agency facilities, non-exclusive pipeline and access easements over pipeline alignments, and non-exclusive canal and access easements over canals and canal spill locations on the properties All easements shall be provided in a form acceptable to the Agency and must be reviewed, approved, submitted into escrow by the Agency, and recorded.

7. Grade Established· No work shall be performed or installation made until street subgrades have been established to the satisfaction of the Agency.

8. Inspection: The Agency shall provide one or more inspectors to inspect the construction and installation of the Facilities. The Agency shall be fully responsible for inspection of all Facilities. The cost of inspection shall be charged against the deposit provided in paragraph 1.

9. No Water Deliveries to Facilities Prior to Acceptance: No water shall be delivered to the Facilities until all of the Facilities have been completed and accepted by the Agency, unless delivery prior thereto is approved by the Agency in writing.

10. Acceptance: The Agency assumes no obligation for operation or maintenance of the Facilities included in this Agreement until such time as they are formally accepted in writing by the Agency. Any costs incurred by the Agency due to emergency or other repairs prior to final acceptance by the Agency shall be billed to, and paid by, Lincoln.

Lincoln shall be notified in writing of acceptance of such Facilities when they are satisfactorily installed in accordance with the Agency Accepted Plans and the Agency's current Improvement Standards, Technical Provisions and Standard Drawings, all grading and paving is completed, all required easements are received, accepted and recorded by the Agency; the required maintenance guarantee is posted; and Lincoln has no monies due the Agency on any accounts with the Agency.

Immediately upon notice by Agency of acceptance, all rights, titles, and interest in the pipeline, metering station and all other portions of the Facilities, shall be vested in the Agency.

11. Indemnification: Lincoln shall assume the defense of, and indemnify and save harmless the Agency, its Directors, employees, agents and volunteers, from all claims, costs, losses, damages and expenses, including attorney's fees of any kind arising from the design of the Facilities, performance of work under this Agreement or from challenges to the adequacy of the environmental review for such work, including but not limited to claims for personal injury or death, claims for damage to property, alleged damages due to runoff onto other properties, and claims for loss of business; and Lincoln agrees to require in any contract entered into with anyone for the performance of work under this Agreement that all work will be done pursuant to the Agency's Improvement Standards, Technical Provisions and Standard Drawings, and that the contractor will indemnify and save harmless the Agency, its Directors, employees, agents and volunteers from all claims of any kind arising from the contractor's performance of work covered by this Agreement, including, but not limited to, claims for personal injury and death, claims for damages to property and claims for loss of business, except for active negligence, sole negligence, or willful misconduct of the Agency.

12. Insurance: Lincoln or Lincoln's contractor shall carry Automobile Liability insurance in the amount of at least $1,000,000, and Commercial General Liability in the amount of at least $1,000,000 per occurrence and $2,000,000 aggregate with a maximum $5,000 deductible, which insurance shall be primary and underlying to the Agency's insurance and Commercial General Liability and shall specifically name the Agency as an additional insured and certificate holder. Before work is commenced, Lincoln or Lincoln's contractor shall furnish the Agency with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that Lincoln or Lincoln's contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. Lincoln's insurance shall be primary

and any insurance or self-insurance maintained by the Agency shall be excess and not contribute to it The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the Agency.

13. Performance, Payment and Maintenance Bonds: The estimated cost of the Facilities is $3,600,000. Prior to construction or installation of any of the Facilities and during all such construction and installation, Lincoln shall ensure that the Agency is provided a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form substantially as that attached hereto as Exhibit B, that is acceptable to the Agency. In addition, prior to construction, Lincoln shall ensure that the Agency is provided a Public Works Payment Bond with the identical penal sum in a form substantially as that attached as Exhibit C that is acceptable to the Agency Lincoln shall ensure that the Performance Bond and Payment Bond are maintained in full effect at all times until the Agency accepts the Facilities.

After completion of work and before acceptance by the Agency, a Maintenance Bond in the amount of 50% of the estimated cost of the Facilities shall be provided to the Agency by Lincoln or Lincoln's Contractor A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of one (1) year after acceptance by the Agency of the Facilities All bonds shall be issued by California admitted surety insurers.

14 Special Conditions:

A) The Facilities shall consist of a 30 inch diameter pipeline and ancillary facilities to deliver water from the 30 inch Tee heading north from the Phase 2-42 inch pipeline that supplies the Agency's Metering Station at Catta Verdera to Lincoln's City Pond Site, and a new Metering Station and related ancillary facilities meeting the Agency's specifications to be constructed and installed at Lincoln's City Pond Site. Lincoln shall convey to the Agency fee title to sufficient land for the Metering Station and to facilitate the operation and maintenance of

the Facilities, together with all necessary access easements.

B) Lincoln shall be the Lead Agency under the California Environmental Quality Act (CEQA), and shall perform any actions and assume all costs for compliance and mitigation under CEQA related to the installation of the Facilities. All such costs shall be reimbursable as allowed under section 14H.

C) PCWA has already credited Lincoln with the WCC based on the $4,000,000 paid by Lincoln in accordance with the Supplement to the Contract between Placer County Water Agency and City of Lincoln for a Water Supply dated December 11, 2006 Upon completion of the Facilities and acceptance by the Agency, Lincoln shall be entitled to 351.7 EDU's (404,455 gallons per day) through the unregulated delivery facilities. Should the cost of Facilities exceed the monies paid by Lincoln under the December 11, 2006 contract, the Agency will credit Lincoln additional maximum day water delivery. Such additional increases in the maximum day water delivery over and above the current maximum daily flow applied pursuant to the December 11, 2006 contract shall be calculated by dividing the cost of the Facilities less the monies paid by Lincoln per the 2006 Supplemental Agreement by the cost per gallon of the WCC components applicable to Lincoln, consisting of either treatment and transmission components and one half of the planning component applicable for the 18-inch regulated meter, or full Zone 1 WCC components applicable for the 8-inch unregulated meter.

D) Lincoln has requested that the funds remaining from the $4,000,000 amount paid per the December 11, 2006 Supplement to the Water Supply Contract be used to assist in funding the Facilities. Once the Facilities are under construction, the Agency will release funds remaining from the $4,000,000 deposit on a monthly basis. Prior to release of funds, Lincoln shall provide a summary invoice with support documentation showing total expenses, a breakdown of costs that are the responsibility of Lincoln and which costs are the responsibility

of the Agency, copies of contractor pay records and any approved change orders. Raw water system right of way costs shall be separately tracked and identified for purposes of reimbursement payments. The Agency will make payment to Lincoln within 30 days provided that the information and backup meets the submission requirements of this Agreement.

E) The Agency shall reimburse Lincoln in the form of cash payments for the costs of raw water system right of way acquisition; these costs shall be in addition to the allowable Facilities costs The amount to be reimbursed for the raw water system right of way acquisition shall not exceed $40,000, per the estimated costs from Ubora Engineering. If the actual cost at acceptance is greater than $40,000 this Agreement shall be amended, subject to Agency approval, to provide reimbursement equal to the actual costs

F) PCWA shall not apply monthly service charges for the WCCs credited to Lincoln under this Agreement until the Facilities have been accepted and metered flows are delivered to Lincoln through the Metering Station at the City Pond Site.

G) WCC credits shall be applied to Lincoln for the following allowable Facilities costs incurred by Lincoln: CEQA compliance and mitigation, pipeline, Metering Station design and construction, permitting, surveying, potable water system right of way acquisition, electrical instrumentation and control design and construction, PLC programming and integration, fencing and landscaping design and installation at the metering station, inspection, testing, staff costs of a designated Lincoln project manager plus other reasonable internal staff costs when working on the Facilities, advanced funding required under Section 1 for Agency staff costs, bonding and warranties as required by this Agreement. Internal Lincoln staff costs shall be applied at Lincoln's fully burdened rate without additional overhead applied. Only firms prequalified by PCWA shall be allowed to provide PLC programming and network integration services. Allowable Facilities costs shall also include construction of access roads to Agency

canals and pipelines connecting to the Facilities, including vehicle turn arounds and basic bridges over the canal where needed

H) PCWA shall credit Lincoln costs for the access road to Lincoln's future tank site and the Metering Station as follows:

From the Twelve Bridges subdivision road to the midpoint of the future tank location: 50% of cost of approved road design.

From the future tank site to the Metering Station: 100% of cost of approved road design.

Lincoln shall be solely responsible for the following costs, which shall be subtracted from the request for credits or payment: any costs for canal or pipeline access roads that exceed the minimum width or design approved by PCWA for its facilities, fencing for public exclusion or screening along the pipeline rights of way other than at the Metering Station site, and project features applied for recreational or aesthetic purposes. Lincoln shall be solely responsible for the cost of any warranty work per section 10.

Changes to the preceding definitions, or change orders during construction, shall be credited or reimbursed only if approved in writing by both Lincoln and PCWA in advance of incurring expenses for those changes.

15 Placing Work in Service: If desired by the Agency, portions of the work may be placed in service or locked off when completed, and Lincoln shall provide proper access to the work for this purpose. Such use and operation shall not constitute an acceptance of the work, and Lincoln shall be liable for defects due to faulty construction throughout the duration of this Agreement and thereafter as provided under Warranties and Repairs

16. Warranties and Repairs: Lincoln hereby agrees to pay to the Agency or to make at its own expense, all repairs, replacements or payments necessitated by defects in materials or

workmanship supplied under the terms of this Agreement which exist or manifest within one year after the date of final acceptance of the work, including defects that are in existence during such one year period but which do not become apparent until thereafter. Lincoln shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to Lincoln's Contractor by any subcontractor or manufacturer or equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, Lincoln hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. Lincoln shall make all repairs and replacements or payments promptly upon receipt of written order for same from the Agency. If Lincoln fails to make the repairs, replacements or payments promptly, the Agency may do the work, and Lincoln and its Surety shall be liable for the cost thereof.

17. Assignment of Agreement: The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein, shall be valid until and unless approved by the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

PLACER COUNTY WATER AGENCY

BY: Graham L Allen

Date: 10/17/13

ATTEST:

Clerk, Board of Directors

CITY OF LINCOLN

Signature

Jim Estep

Print name

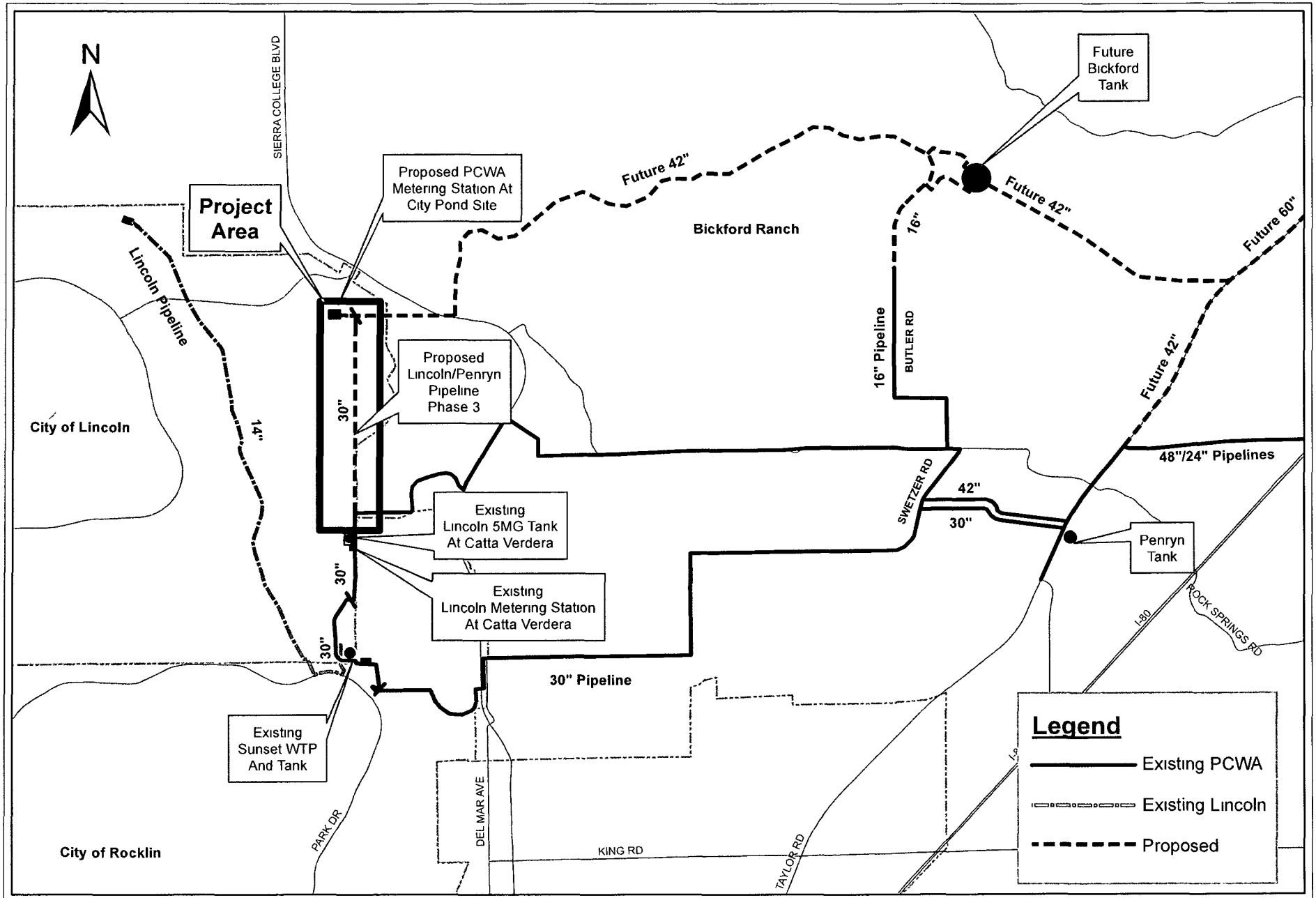
City Manager

Title

Date: 10/10/13

City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Exhibit A



FA 2521
Lincoln/Penryn Pipeline Phase 3

10/11/12

EXHIBIT B

Faithful Performance Bond
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Principal is required under the terms of that Agreement to furnish a bond for the faithful performance of that Agreement.

Now, therefore, we, the Principal and _____, as surety, are held and firmly bound unto Placer County Water Agency, in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Placer County Water Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Faithful Performance Bond
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

Seal)

BY: _____

Its: _____

NOTARY STAMP
ATTACH POWER OF ATTORNEY

(The signature of the Surety on
this Bond must be acknowledged
before a Notary Public)

EXHIBIT C

Bond for Security of Laborers and Materialmen
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Placer County Water Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned, as corporate surety, are held and firmly bound unto Placer County Water Agency and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of _____ dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Bond for Security of Laborers and Materialmen
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

(Seal)

BY: _____

Its: _____

NOTARY STAMP

ATTACH POWER OF ATTORNEY

(The signature of the Surety on this Bond must be acknowledged before a Notary Public)

PCWA
water • energy • stewardship

PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS
Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5

David Breninger, General Manager
Ed Tiedemann, General Counsel

BUSINESS CENTER
144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW.PCWA.NET

October 18, 2013

RECEIVED

OCT 22 2013

Jim Estep
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

RE: FACILITIES AGREEMENT 2521
LINCOLN/PENRYN PIPELINE PHASE 3

Dear Mr. Estep:

Enclosed is a fully executed Facilities Agreement for the aforementioned project.

Thank you for your continued interest in our agency.

Sincerely,

Darcy Erickson
Office Assistant

Enclosure

Temporary Water Sales Agreement Between the Nevada Irrigation District (NID), Placer County Water Agency (PCWA), and the City of Lincoln (Lincoln)

This agreement is made and entered into this 26th day of October, 2004, by and between the Nevada Irrigation District, hereafter referred to as "NID", Placer County Water Agency, hereafter referred to as "PCWA", and the City of Lincoln, hereafter referred to as "Lincoln".

Recitals

A. NID is authorized to provide water for irrigation, municipal and domestic use within its boundaries, in accordance with Division 11 of the California Water Code. PCWA is a county water agency created in 1959 by the California Legislature (statutes of 1957, Chapter 1234) and is authorized to provide water for the same uses within its service area.

B. NID's boundaries overlap portions of PCWA's Zone 1 service area and Lincoln's city limits.

C. Lincoln currently purchases treated surface water from PCWA pursuant to a long-term contract between Lincoln and PCWA, and delivers the treated water to its customers, some of whom are in that portion of the city that is also within the boundaries of NID.

D. NID currently does not have infrastructure to provide treated water within its service area in the vicinity of Lincoln.

E. NID and Lincoln have entered into an agreement for joint planning and site evaluation of a domestic water treatment plant to be owned by NID to serve Lincoln's long-term needs within NID's boundary.

F. PCWA currently has infrastructure in place to treat and deliver surface water to Lincoln for use by customers of Lincoln within NID's boundaries, but requires raw water from NID for treatment and delivery to Lincoln for re-delivery to residents within NID's boundaries.

G. NID has raw water available that can be temporarily delivered to PCWA for this purpose until such time as NID has other means available to serve Lincoln's needs within NID's boundary.

H. PCWA is desirous of substituting NID's water for the water PCWA now delivers to Lincoln for use within NID's boundaries so that it can reallocate a similar amount of water to PCWA customers which may include Lincoln, for use outside of NID's boundaries.

I. Lincoln is desirous of purchasing additional treated water capacity from PCWA's system throughout the life of this temporary water sales agreement.

AGREEMENT

Now, therefore, the parties mutually agree as follows:

1) NID agrees to sell PCWA raw water that will be delivered to PCWA's treatment plants. PCWA will treat and deliver equivalent quantities of water to Lincoln, less losses, for distribution to customers of Lincoln that are within the boundaries of NID as described in Exhibit A.

2) NID water delivered and sold to PCWA including a 10 percent loss factor will be measured and will be equal to an amount retailed by Lincoln to customers within the boundaries of NID plus the 10 percent loss factor.

3) Lincoln will ensure that all treated water use within NID's boundaries will be metered and Lincoln will provide such metered water sales information that will include a 10 percent loss factor to NID and PCWA on a monthly basis. An annual water balance will be completed by NID by January 31 of each year.

4) PCWA shall pay NID for water delivered at the NID's municipal rate for raw water, subject to changes to that rate authorized by NID's Board from time to time. (Rate Schedule 5-R)

5) Water sold and delivered by NID under the terms of this agreement is untreated water which has flowed in open canals, conduits and flumes, and which has been stored in reservoirs. Such water is not potable and NID does not represent or guarantee that it is fit for domestic purposes. PCWA shall be solely responsible for any treatment, storage, or transmission of said water to Lincoln for human consumption in accordance with laws and regulations applicable to potable water.

6) Raw water delivered by NID under this agreement is subject to scheduled and unscheduled outages. It will be PCWA and/or Lincoln's responsibility to provide an alternate treated water supply during such outages so that deliveries to Lincoln's customers by NID will not be disrupted.

7) It is understood and agreed that in a year which is considered or deemed by NID to be a drought year or in a year which in the estimation of NID requires rationing or curtailment of water use, NID at its discretion may impose a drought surcharge, and/or reduce or restrict the raw water service to PCWA, in proportion to any reduction, limitation or curtailment of treated water customers within the District.

8) It is understood and agreed that in any year in which PCWA determines it must ration or curtail water deliveries in its Zone 1, and if NID is able to deliver water to PCWA, for delivery to Lincoln, PCWA will make that water available to Lincoln for delivery to Lincoln's customers in NID's boundaries.

9) It is also understood that PCWA shall not be required to deliver water to Lincoln obtained from NID pursuant to this agreement whenever PCWA determines that it does not have sufficient capacity in its facilities to treat and deliver such water to Lincoln. PCWA will notify NID whenever PCWA does not have capacity to deliver such water to Lincoln.

10) This agreement is intended to be a temporary agreement to be in effect until such time as NID constructs a treatment plant and other facilities sufficient to enable NID to supply treated water to Lincoln for those customers within Lincoln that are also within NID's boundary. This agreement is not intended to usurp nor weaken NID's water rights nor customer base.

11) This Water Sales agreement may not be modified without the express written consent of NID, PCWA, and Lincoln.

12) NID, PCWA, and Lincoln will each comply with all legal requirements applicable to each of their respective services and obligations under this agreement.

City of Lincoln

Mayor

City Clerk

Nevada Irrigation District

President

Secretary

Placer County Water Agency

Chair of the Board

Board Secretary

MEMORANDUM OF AGREEMENT
BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN
FOR METERING FACILITIES KNOWN AS
LINCOLN METERING STATIONS NO. 1 & 2 AND RELATED FACILITIES

This Memorandum of Agreement ("MOA") for shared use and mutual responsibilities with respect to Lincoln Metering Stations Number 1 and 2, and Lincoln Water Tanks Number 1 and 3, and facilities related or connected to these facilities (collectively referred to as "Facilities" or individually "Facility"), is entered into by and among the City of Lincoln ("LINCOLN") and the Placer County Water Agency, a public agency ("AGENCY") and will take effect as of the date on which both LINCOLN and the AGENCY have executed this MOA. LINCOLN and the AGENCY may be collectively referred to as the "Parties," or each individually as a "Party." Additional defined terms are set forth in Section 3 under "Agreement," below.

RECITALS

A. WHEREAS, LINCOLN and the AGENCY previously entered into a "Contract Between Placer County Water Agency and City of Lincoln for a Treated Water Supply," dated December 10, 2012 ("2012 Contract"), that describes delivery entitlements, operations and locations of purchased water from the AGENCY to LINCOLN.

B. WHEREAS, on October 17, 2013, the Parties entered into "Facilities Agreement No. 2521," subsequently amended September 16, 2016, and December 13, 2018 ("FA 2521"), which provides for the construction, funding and operation of the "Lincoln-Penryn Phase 3 Pipeline and Metering Station Project" (also known as "Lincoln Metering Station 2").

C. WHEREAS, each Party owns and operates certain facilities which are interdependent with or on the other Party's facilities.

D. WHEREAS, the Parties also require regular access between their facilities, across properties owned by or under the control of the other Party.

E. WHEREAS, the Parties now desire to delineate shared use and mutual responsibilities with respect to various facilities.

AGREEMENT

NOW, THEREFORE, IT IS AGREED as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are hereby incorporated by reference.

2. **PURPOSE**. The purpose of this MOA is to memorialize the Parties' responsibilities and obligations upon completion of construction contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in the 2012 Contract. The focus includes identifying shared site access, maintenance of shared access, easements and shared fiber optic conduits.

3. **DEFINITIONS**. When used in this MOA, the following terms shall have the meanings set forth below:

a. Assessor's Parcel Number ("APN"): APN at the time of execution of this MOA. APNs are listed for reference to subject parcels of land in the attached exhibits but, as they are subject to change by the Placer County Assessor's Office, they should not be considered the primary reference information for purposes of this MOA.

b. Caperton Canal: Raw water conveyance canal owned, operated and maintained by the AGENCY under pre-existing rights. LINCOLN is providing a defined easement to the AGENCY concurrent with the execution of this MOA.

c. Lincoln Metering Station 1 ("LMS1"): Treated water metering facility owned and maintained by the AGENCY as granted in document 2000-0059693, a grant deed recorded August 16, 2000 in Placer County Official Records. The boundaries of the AGENCY and LINCOLN's treated water facilities for LMS1 are depicted on Attachment A, attached hereto and incorporated by reference.

d. Lincoln Metering Station 2 ("LMS2"): Also known as "Twelve Bridges Metering Station," this is a treated water metering facility owned and maintained by the AGENCY. Currently the metering station is located on a portion of LINCOLN's Lot 301. LINCOLN shall grant this portion of Lot 301 to the AGENCY via grant deed upon the execution of this MOA. The boundaries of the AGENCY and LINCOLN's treated water facilities for LMS2 are depicted on Attachment B, attached hereto and incorporated by reference.

e. Lot A: A public utility easement dedicated on Final Map No. 2003-156 Verdera Large Lot Subdivision, recorded in Book Z of Maps, Page 32, Placer County Official Records (attached hereto as Attachment C), and is described as being "...for the installation and maintenance of water, gas, sewer and drainage pipes, and for poles and overhead and underground wires and conduits for electric, television, and telephone services, traffic control appurtenances together with any and all appurtenances pertaining thereto on, over, under and across Lots "A" and "B". Lot A is commonly known as the Camino Verdera road right-of-way.

f. Lot 301: Site of LINCOLN's Tank #3 ("LT3") and future Tank #4, and shown in Book Z Maps at Page 32. This lot is owned and maintained by LINCOLN.

g. Lot 502: Shown in Book Z Maps at Page 32, this lot is owned and maintained by the Verdera Community Association, not a party to this MOA.

h. Lot 503: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.

i. Lot 504: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.

j. Lot 512: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.

k. R-20: A 0.2-acre parcel of land granted to LINCOLN by Ridgeview Land Ventures, LLC in document 2017-0072626, Placer County Official Records, via a grant deed recorded September 20, 2017, being a portion of Lot R-20 Bickford Ranch Large Lot Subdivision, recorded in Book BB of Maps, at Page 77.

l. Joint Use Amenities: Facilities that are jointly used by the Parties or connect one Party's facility to the other Party's facility. Particular Joint Use Amenities and associated shared uses are described in Sections 4, 5, 6, and 7 of this MOA.

m. Lincoln Tank #1 ("LT1"): Lincoln Tank No. 1 is a five (5)-million-gallon tank, owned and maintained by LINCOLN, sited on a portion of Lot 512, APN 337-012-041, adjacent to LMS1.

n. Lincoln Tank Site #3 ("LT3"): Lincoln Tank No. 3 is a five (5)-million-gallon tank, owned and maintained by LINCOLN, sited on Lot 301 immediately adjacent to LMS2.

o. Twelve Bridges Drive Shared Access: An approximate twenty-foot (20')-wide gravel access road benefitting both LINCOLN and the AGENCY providing access to LT3 and LMS2, respectively, beginning near the intersection of Twelve Bridges Drive and Camino Verdera and traversing across Lots 502, 503 and 301, generally following LINCOLN's 36-inch pipeline as shown on Attachment D, attached hereto and incorporated by reference. Twelve Bridges Drive Shared Access road surface is a combination of gravel and paved road surfaces at the connections to Camino Verdera and at the entrances into the tank and metering station sites. Ownership of this access road varies by lot, as indicated in Attachment D.

p. Whitney Reservoir: Raw water reservoir owned and maintained by the AGENCY, depicted in Record of Survey Book 11 at Page 042, Placer County Official Records.

q. Whitney Reservoir Shared Access: FA 2521 included the construction of an access road that connects LMS1 and LMS2, as well as LT1 and LT3. This access road passes over four LINCOLN-owned parcels (Lots 301, R-20, 504, 512) and through the AGENCY's Whitney Reservoir site. Whitney Reservoir Shared Access road surface is primarily gravel with paving near the LMS2 site and traverses various LINCOLN-owned properties as well as the AGENCY-owned Whitney Reservoir site as depicted on Attachment E, attached hereto and incorporated by reference.

4. PROPERTIES AND RIGHTS-OF-WAY.

In addition to the ownership and access rights described under Section 3, Definitions, various easements exist which impact the properties referenced in this MOA. These easements are as follows:

a. Caperton Canal: A twenty-foot (20')-wide easement shall be granted by LINCOLN to benefit the AGENCY that traverses Lot 301 and Lot 504 as depicted on Attachment F. This easement is a requirement of FA 2521 and shall be granted concurrent with the execution of this MOA. Said easement is intended to serve the operation, maintenance and perpetuation of the use of the Caperton Canal. Associated access will generally follow the constructed gravel road alignment, which deviates from the canal easement and may change over time. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

b. Water Transmission Pipeline and Fiber Optics ("WTPFO easement"): This easement shall be granted by LINCOLN to benefit the AGENCY over portions of Lot 512, Lot 504, and Lot 301 for a water transmission pipeline and fiber optics conduit as depicted on Attachment G. This easement is a requirement of FA 2521 and shall be granted concurrent with the execution of this MOA. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

c. Camino Verdera Access and Waterline Easement: Lot A, also known as Camino Verdera, is a roadway that benefits LINCOLN and the AGENCY shall be granted by Verdera Community Association, and provides access through various parcels within the Verdera Large Lot Subdivision and was dedicated in Book Z Maps, Page 032. In addition, this reference includes a twenty foot (20')-wide waterline easement, traversing Lot 502, that benefits LINCOLN and was recorded in Book 511 Page 372, Placer County Official Records.

d. Telemetry Easement: This easement benefits the AGENCY and traverses the easterly portion of Lot 512 for telemetry systems. Recorded in Document 1997-0035561, Placer County Official Records.

5. **USAGE RIGHTS – ROADWAYS AND GATES.** Due to the interdependent nature of the water systems of the Parties, each Party acknowledges that it may, from time to time, need to enter, cross over, or pass through the other Party's facilities or property to access its own facilities or property for operations and maintenance purposes. Facilities requiring such operations and maintenance include: (i) communications and equipment controls-related facilities for the interactive operation of metering facilities, (ii) water storage tanks, and (iii) water transmission pipelines. Access to facilities shall be allowed by each Party as set forth in this section and with adequate notifications pursuant to Articles 8.g. and 13.b.

As a result of this need for access, the Parties agree that access shall be provided with respect to the below facilities and properties as follows:

a. General:

i. LINCOLN and the AGENCY shall maintain twenty-four (24)-hour access, three hundred sixty-five (365) days a year, to enter, cross over, or pass through all access routes covered by this MOA.

ii. Notwithstanding Section 5.a.i., access into the other Party's structures or within fences surrounding that Party's facilities must be requested and shall only be granted upon prior approval by the other Party.

iii. Where costs to resurface an access road is shared, surfacing material and limits shall be negotiated in good faith by the Parties.

b. Twelve Bridges Drive Shared Access:

i. The AGENCY and LINCOLN require continuous, daily use of the Twelve Bridges Drive access road, which traverses properties owned by LINCOLN and Verdera Community Association. See Attachment D.

ii. Recognizing that the route of the road crossing parcels owned by LINCOLN may be modified from time to time, LINCOLN hereby grants the AGENCY access rights along the road.

iii. Parties each anticipate receiving a dedicated easement over that portion of the road traversing Lot 502, owned by Verdera Community Association. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

iv. There are three (3) LINCOLN-owned, manual gates to enter various sections of the access road. Locks shall be installed on each gate and LINCOLN shall allow the AGENCY to also install its own locks, such that each lock will work independent of one another to open the gate. Users other than the AGENCY and LINCOLN that may be provided access by LINCOLN may include the Verdera Homeowners' Association ("Verdera HOA") and other AGENCY water customers with turnouts on the properties covered by this MOA.

c. Whitney Reservoir Shared Access:

i. The AGENCY and LINCOLN require continuous, daily use of the Whitney Reservoir Shared Access, which traverses properties owned by LINCOLN and the AGENCY.

ii. In general, this access follows the WTPFO easement; although, the access road may meander away from the pipeline easement as needed, and from time to time (*see* Attachment E, attached hereto and incorporated by reference). LINCOLN grants the AGENCY access rights along the road, to the extent such access is not covered by the WTPFO easement.

iii. There are two (2) LINCOLN-owned gates that control access at each end of this roadway, as well as two (2) intermediate gates located at the Whitney Reservoir site that are AGENCY-owned and maintained. Locks shall be installed on each LINCOLN-owned gate as described in Article 5(b)(iii) and shall be used so that each Party is able to independently open the gate. Gate access will be limited to the AGENCY and LINCOLN. See 5.c.vi below for access through the two AGENCY-owned gates.

iv. Due to the vulnerability of the Whitney Reservoir site, LINCOLN's access across Whitney Reservoir shall be limited to driving between LT1 and LT3 sites for routine operations and in-house maintenance activities. LINCOLN staff typically performs daily maintenance using a full-size, highway-legal pick-up truck not exceeding a one (1)-ton capacity. A Right-of-Entry Agreement, substantially in the

form of those attached hereto as Attachment K, shall be recorded after this MOA is fully executed by the Parties.

v. LINCOLN may use the site more or less often than described in the preceding paragraph, or with alternate vehicles as the AGENCY acknowledges that such equipment shall change from time to time over the term of this MOA; however, such modifications shall remain restricted to "routine operations and maintenance activities." More specifically, LINCOLN shall not use the access route for construction equipment without additional permission and insurance requirements as stipulated by AGENCY.

vi. Conditions and Restrictions:

1. While the AGENCY's intent is to provide LINCOLN with a permanent access route with respect to Whitney Reservoir, the AGENCY has an obligation to protect the water supply and therefore LINCOLN's failure to strictly follow any of the conditions and restrictions set forth herein may result in termination of LINCOLN's access to and across Whitney Reservoir.

2. LINCOLN shall use the primary shared access road across the northwesterly portion of the Whitney Reservoir site, as the road is currently established. If the northwesterly road is not passable, LINCOLN shall have the right to use the secondary shared access road southeasterly of the Whitney Reservoir until such time as the primary northwesterly access road becomes passable. These two roads are depicted in Attachment E, attached hereto and incorporated by reference.

3. LINCOLN's employee(s) shall close and lock all gates after passing through the gates. Under no circumstances shall any of the gates be left open or be "false-" or "dummy-locked."

4. The Whitney Reservoir site is protected by a security alarm system and such system is owned and maintained by the AGENCY. In the event that LINCOLN has obtained AGENCY approval to access the Whitney Reservoir site, the AGENCY will provide LINCOLN with an access code to disarm and re-alarm the system. This code shall not be shared with any person or persons not directly employed by LINCOLN, including any third-party vendor, contractor, or any other person or entity not employed by LINCOLN.

5. LINCOLN shall be responsible for setting any alarms upon leaving the Whitney Reservoir site and securing the site each time LINCOLN accesses it, using the safety and security measures then in use by the AGENCY. Safety and security systems may change from time-to-time and the

AGENCY shall promptly communicate such changes to LINCOLN when they occur.

6. LINCOLN shall not perform any work on AGENCY property without written authorization from the AGENCY.

7. LINCOLN shall immediately notify the AGENCY of any damage to AGENCY property or structures.

8. AGENCY maintains the road in a passable condition for its use only. If LINCOLN desires to make additional improvements to the road, such improvements shall be at LINCOLN's sole cost and expense and shall be made only after receiving written authorization from the AGENCY.

d. Metering Station Bypass Road:

i. Access for this paved road, which is used by LINCOLN and the AGENCY to bypass the LMS2 site for day-to-day operations by both LINCOLN and the AGENCY, is on LINCOLN property as depicted on Attachment D.

ii. There is one (1) LINCOLN-owned gate that controls said access. Locks shall be installed on this gate as described in Article 5(b)(iii) shall be used so that each Party is able to independently open the gate. Gate access will be limited to the AGENCY and LINCOLN. Users other than the AGENCY and LINCOLN that may be provided access by LINCOLN may include the Verdera HOA and other AGENCY water customers with turnouts on the properties covered by this MOA.

e. LMS1 Site:

i. The sliding gates that provide access to this property are AGENCY-owned and operated and LINCOLN is not anticipated to require independent, keyed access.

ii. In the event that LINCOLN requires access to the site, LINCOLN shall coordinate such access with the AGENCY and an AGENCY representative will accompany LINCOLN's representative to provide site access.

f. LMS2 Site:

i. The automatic gates that provide access to this property are AGENCY-owned and operated and LINCOLN is not anticipated to require independent, keyed access.

ii. In the event that LINCOLN requires access to the site, LINCOLN shall coordinate such access with the AGENCY and an AGENCY representative will accompany LINCOLN's representative to provide site access.

6. **USAGE RIGHTS – UTILITIES.** The Parties also acknowledge that they may, from time to time, need to utilize or pass through or upon the other Party's facilities or property for the operation and maintenance of its own facility-related utilities. Such operations and maintenance include: (i) raw water facilities for service, (ii) communications- and electrical-related facilities for the interactive

operation of metering facilities and tanks, and (iii) various drainage and sewer facilities for proper operation. Facility usage shall be allowed by each Party as set forth in this section and with adequate notifications pursuant to Articles 8.g. and 13.b.

As a result of this need for access, the Parties agree that usage rights shall be provided with respect to the below facilities and properties as follows:

a. Raw Water:

   i. Caperton Canal Turnouts/Raw Water Service Lines: Certain AGENCY raw water service pipelines from the Caperton Canal are known to traverse LINCOLN-owned parcels to serve adjacent properties and LINCOLN; however, the exact locations of services pipelines are not known by LINCOLN or the AGENCY. The AGENCY's responsibility for these raw water services terminates at the turnouts (see Attachment H for turnout locations) and the AGENCY bears no responsibility for the raw water services beyond the turnouts. Each raw water customer owns and is responsible for the operation and maintenance of its raw water service pipeline. There are currently ten (10) known raw water service customers with locations that require private pipelines to traverse LINCOLN-owned parcels.

      The AGENCY will direct impacted raw water customers to contact LINCOLN's Public Works Department at (916) 434-245 for maintenance and repair access. LINCOLN agrees that it will coordinate separately with said raw water customers if the customer locations and/or land rights need to be addressed in the future.

      LINCOLN acknowledges and agrees that the AGENCY may modify or add/remove customers and may modify diversions on canals such as the Caperton Canal. Any changes to privately-owned pipelines associated with customers and easements are the responsibility of the customer and LINCOLN agrees that, to the extent feasible, it shall not endeavor to restrict new easements, installation of new private lines, or maintenance of existing private lines.

   ii. Canal Spill Facilities: The AGENCY has existing spill facilities upon the Caperton Canal which have been used historically by the AGENCY to manage flows within the canal (see Attachment H, attached hereto and incorporated by reference).

      A spill easement is granted per document number 98-0070888 recorded on September 3, 1998, for a spill (a.k.a. North Spill) located at the northeast portion of the Whitney Reservoir site. An additional spill easement, memorializing prescribed rights, for a spill (a.k.a. Spill #10) at approximate PCWA Caperton Canal Station 505+26, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

      This MOA is not intended to change or modify the AGENCY's right to perpetuate the use of those spill facilities, including the ability to spill water onto and across LINCOLN lands in a responsible and managed fashion as needed for canal operations.

b. Communication & Low Voltage:

i. Fiber Optic Communications: AGENCY-owned fiber optic conduits and pull boxes run along the transmission pipeline alignment extending from LMS1/LT1 to LMS2/LT3. The Parties agree to shared use of one (1) four-inch (4") diameter conduit containing three color-coordinated 1-1/4" innerducts. The AGENCY will have sole ownership of the orange and blue innerducts, and LINCOLN will have sole ownership of the red innerduct.

LINCOLN shall be responsible to pay one-third (1/3) of the installation costs and one-third (1/3) of the maintenance costs for those fiber-optic facilities described in this Section 6.b.i. and as depicted on Attachment G.

ii. Signal Wiring:

1. Communication wiring via shared conduits exists between the LMS1 and LT1 sites and between the LMS2 and LT3 sites. It is also anticipated that similar wiring will be installed between LT3 and a future adjoining fourth tank that will be owned and maintained by LINCOLN.

2. Level Transducers and Signal Wires (LMS2 to LT3): Redundant tank level transducers on LT3 and related signal wires exist between the AGENCY's LMS2 control panel and LINCOLN's LT3 control panels that allow for the sharing of operating data of the respective control systems between the Parties. Access to the separately owned control panels for both Parties is intended to be maintained and perpetuated. The Parties acknowledge that the data provided pursuant to this paragraph is for informational purposes only and its reliability is not guaranteed. Accordingly, the Parties agree that each Party will be held harmless for the data shared with the other Party.

3. Telephone: To the extent that the AGENCY determines that telephone communications facilities are required for the AGENCY's operation of LMS2, LINCOLN agrees that it will cooperate with the AGENCY and communications providers to allow for installation, maintenance and operation of telecommunication facilities over and upon Lots 301 and 503 as necessary to meet the AGENCY's needs.

iii. Low Voltage (Electricity):

1. Pacific Gas & Electric ("PG&E") electric service to LMS2: A PG&E electric meter and an individual 240v-400A sub-meter pedestal providing service to the AGENCY for LMS2 is located at on Parcel 337-012-001 as depicted on Attachment I. The AGENCY shall own and maintain the service for operation of LMS2. A dedicated four-inch (4") electrical conduit from the sub-meter pedestal traverses over sections of Lots 301, APN 337-070-033 and APN 337-012-001 to meet the electrical service needs of the

AGENCY's LMS2. LINCOLN agrees that it will cooperate with the AGENCY and PG&E to allow for the maintenance and operation of electrical service facilities over and upon Lots 301 and Parcels 337-070-033 and 337-012-001. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

2. Future 480v: See Section 7.b.ii.

c. Drainage (surface, subsurface): The LMS1 and LMS2 facilities generate storm water runoff that drains onto Lots 512 and 301. Storm drainage lines extend from the LMS2 building and site and flow to LINCOLN property. LINCOLN agrees that it shall allow and not impede the perpetuated use of surface and subsurface drainage from both sites.

d. Sewer: LINCOLN's sewer system provides service to both the LT3 drinking water sampling station and to LMS2 for sewage and "grey water". A LINCOLN-owned two-inch (2") force main conveys wastewater west from a LINCOLN-owned and operated pump station near LT3 to a gravity sanitary sewer manhole at Bella Circle. LMS2 has a sewage lateral connecting to a LINCOLN-owned sewer manhole immediately adjacent to LT3 as depicted on Attachment B. The AGENCY's LMS2 sewer connection constitutes a commercial sewer service and will be subject to on-going LINCOLN sewer services fees.

7. SPECIAL CONDITIONS.

a. Landscaping:

i. Landscape Plantings: The landscape plantings installed on portions of Lot 301 in the immediate vicinity of LMS2 for screening purposes, are owned by LINCOLN and will be monitored and maintained by LINCOLN for the initial five (5)-year plant establishment period. Thereafter, LINCOLN will maintain this area to a standard as determined by the City.

ii. Irrigation Systems (five [5]-year establishment): The irrigation systems installed with and in the immediate vicinity of LMS2, including the easterly slope area alongside the AGENCY parcel, shall be owned and maintained by LINCOLN and are intended to be necessary only for the initial five (5)-year plant establishment period for the landscape plantings. It is anticipated that irrigation will be terminated after the plant establishment period is complete, as determined by LINCOLN.

Irrigation water is provided from LINCOLN's unregulated water main (already metered by AGENCY).

iii. Slope Maintenance: LINCOLN will maintain fill or cut slopes and retaining structures along Twelve Bridges Drive Shared Access road and within the immediate vicinity of that portion of Lot 301 deeded to the AGENCY and where

LMS2 is located. No grading shall occur along fill or cut slopes without the written consent of both Parties.

iv. Fencing: Fencing and gate maintenance and repair is the sole responsibility of the Party that owns the fencing. For ease of reference, such ownership at the time of execution of this MOA is as follows:

1. LMS1 site: AGENCY
2. LMS2 site: AGENCY
3. Lot 502: Verdera Homeowners Association
4. Tank 1 Site: LINCOLN
5. Tanks 3 & 4 Site: LINCOLN
6. Twelve Bridges Access roads: LINCOLN
7. Whitney Reservoir: AGENCY

b. Future accommodations:

i. Future 60" treated water from Ophir: The AGENCY has plans for a future water pipeline from Ophir Road to LMS2. Some provisions have been made in the planning of these future facilities regarding LMS2, but specific accommodation, conditions, easements and design requirements of the pipeline are not yet defined or contemplated in this MOA.

ii. Hydroelectric Generation at LMS2: LINCOLN will cooperate with the AGENCY and any partnered electrical utilities to make reasonable accommodation for future installation, maintenance and operation of electrical transmission facilities over and upon the adjacent LINCOLN properties as needed for electrical transmission facilities necessary for the envisioned future hydroelectric generation plant at LMS2. Planning and implementation of such facilities will be subject to LINCOLN review and approval.

8. RESPONSIBILITIES OF THE PARTIES.

a. Unless otherwise noted, each Party shall be responsible for all maintenance, operation and replacement of facilities identified herein as solely owned by each Party.

b. Neither Party shall perform any construction or make any modifications that will impact the other Party's accessibility as described herein without prior written approval from the other Party.

c. Each Party is solely responsible to repair any damage caused by that Party to the other Party's facilities, outside of normal wear and tear. Such repairs shall restore the damaged facility to as good as or better than its condition prior to the damage and shall be to the satisfaction of the Party sustaining such damage.

i. In order to perform the repairs outlined herein, the Party that caused the damage may choose to either utilize its own internal staff to make such repairs or retain outside services when deemed necessary or appropriate.

ii. With the exception of damage by LINCOLN to the Whitney Reservoir site, the damaged Party shall allow the damaging Party sufficient and reasonable time to budget for such repairs (including obtaining bids and/or Board approval, if necessary) and then to perform same. Damage by LINCOLN to the Whitney Reservoir site shall be repaired immediately by LINCOLN.

iii. In the event that the damaging Party does not perform such repairs in a reasonable amount of time, then the damaged Party reserves the right to make the necessary repairs itself upon notice to the damaging Party, and the damaging Party shall reimburse the other Party for all time and materials required to make repairs and subject to submission of an invoice and receipts.

d. Each Party shall be responsible for the cost of operation and maintenance of the gates owned by that Party.

e. The cost of all access road maintenance shall be shared equally between the AGENCY and LINCOLN unless otherwise noted.

i. Cost-sharing maintenance activities shall generally consist of the width of the access road, and include preventative pavement maintenance, re-surfacing, regrading and conditioning of the gravel surfacing.

ii. Non-cost sharing items shall generally consist of managing vegetation that may be impeding the use of the access road on the respective Party's property.

iii. Each Party shall be responsible for performing the maintenance on that Party's respective property. Each Party may perform maintenance on the other Party's facility with written consent.

iv. Nothing in this section precludes a Party from requesting reimbursement of maintenance costs from third parties. Any such reimbursements shall be applied to the total cost of maintenance first, with the remaining cost thereafter divided between the Parties.

v. Prior to the commencement of any shared cost activity, Parties shall mutually agree upon scope and budget for cost sharing purposes.

vi. Parties shall allow sufficient and reasonable time to budget for such cost-share activities (including obtaining bids and/or Board approval, if necessary)

f. Where there will be an impact to use or access of the Joint Use Amenities, each Party shall provide either written or personal notice to the other Party as follows:

i. Emergency: Notice shall be provided as soon as practicable, but no later than forty-eight (48) hours to the other Party. Where emergency maintenance or

repairs need to be made immediately to avoid loss or damage, no advance notice is required.

ii. Use of LMS1 or LMS2: When LINCOLN requires use of LMS1 or LMS2, LINCOLN shall provide seventy-two (72) hours' notice to the AGENCY.

iii. Tank site access: When AGENCY requires access to a LINCOLN tank site, the AGENCY shall provide seventy-two (72) hours' notice to LINCOLN.

iv. Construction: The Party performing construction shall provide six (6) months' notice to the other Party prior to the commencement of construction having potential to impact access or operations of the other Party pursuant to this Agreement so that the other Party can plan accordingly and determine alternate access where necessary.

v. Maintenance: The maintaining Party shall provide thirty (30) days' notice to the other Party prior to performing maintenance work on or within the properties described in this Agreement.

vi. Invoicing: Each Party shall submit invoices for work as it is performed, but at a minimum of once a quarter (if any such statements exist). Such statements, if determined to be correct and approved by the receiving Party, shall be paid within forty-five (45) days of their receipt. The receiving Party will advise as soon as practicable in the event an invoice is disputed. The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

9. INDEMNIFICATION.

a. The AGENCY agrees to save harmless and indemnify LINCOLN from any liability, claim or demand which may be made by any person resulting from the negligence of the AGENCY in the performance of its responsibilities under this MOA, and further agrees, at its own cost and expense, to defend any action which may be brought against LINCOLN resulting from such negligence of the AGENCY upon request from LINCOLN, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of LINCOLN in its performance of the terms of this MOA.

b. LINCOLN agrees to save harmless and indemnify the AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of LINCOLN in the performance of its responsibilities under this MOA, and further agrees, at its own cost and expense, to defend any action which may be brought against the AGENCY resulting from such negligence of LINCOLN upon the request from the AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of the AGENCY in its performance of the terms of this MOA.

10. **INSURANCE.** Each Party shall procure and maintain, at each Party's own expense and until all obligations under this MOA have been discharged, sufficient insurance coverage to ensure its liabilities under this MOA and provide coverage against claims for injury to persons or damages to property which may arise from or in connection with the performance of services or activities under this MOA by the insured Party, its agents, representatives, employees, or subcontractors. Such insurance shall include all coverage reasonable and customary to be procured and maintained for such work and/or required by applicable law, including but not limited to, workers' compensation, comprehensive general liability (including contractual liability and completed operations coverage), commercial automobile liability, errors and omissions, and excess umbrella liability. Self-insurance complies with the requirements of this section.

11. **ASSIGNMENT**. Except as otherwise provided in this MOA, the rights and duties of the Parties may not be assigned without the written consent of the Parties to this MOA and their respective governing bodies. Subject to the foregoing, this MOA will inure to the benefit of, and be binding on, the successors and assigns of the Parties hereto.

12. **TERM**. This MOA will remain in full force and effect until terminated in writing by both Parties upon thirty (30) days' prior written notice. In the event that this MOA is terminated, each Party shall fulfill access and ownership obligations, including the provision of any related easements (for example, allowing access to LMS2), incurred under this MOA prior to the effective date of termination. With the exception of the fulfillment of such outstanding obligations, upon termination the additional benefits of Joint Use Amenities afforded herein shall also terminate.

13. **MISCELLANEOUS TERMS.**

    a. Related Agreements. This MOA is wholly separate and is not intended to modify or supersede the conditions of FA 2521 or the 2012 Contract.

    b. Notices. All notices that are required either expressly or by implication to be given by any party to the other under this MOA shall only be signed by authorized representatives of the notifying party.

    All notices to Parties required by this MOA shall be hand-delivered, mailed U.S. first class postage prepaid, or over-night mailed to the following addresses:

City of Lincoln	**Placer County Water Agency**
City Manager	General Manager
600 6th Street	P.O. Box 6570
Lincoln, CA 95648	Auburn, CA 95604

    If agreed upon by both Parties in writing, notice via email, return receipt, for the notice types set forth in Section 8.g. will be considered sufficient notice for same.

    c. Rights and Responsibilities. The Parties hereby agree and acknowledge that, except as otherwise set forth in this MOA, the Parties retain full use and enjoyment of their respective facilities.

d. Amendment of MOA. This MOA may be amended only in writing upon approval by both Parties' respective governing bodies.

e. Addition of Parties. Upon written approval by all of the Parties respective governing bodies, the Parties may approve the addition of a new party to the MOA and any terms or conditions related to the new party's addition. The terms and conditions applicable to a joining party shall be set forth in an amendment to this MOA, executed by all Parties and the joining party.

f. Remedies. The use by either Party of any remedy specified for the enforcement of this MOA is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.

g. Choice of Law. This MOA shall be governed by the laws of the State of California. Venue for any action to enforce the terms of this MOA shall be in Placer County, California. The Parties each waive any federal court removal and/or jurisdictional rights they may have.

h. Severability. If one or more clauses, sentences, paragraphs or provisions of this MOA is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOA shall not be affected thereby and will continue in full force and effect, but only to the extent that the intent of the Parties can be effectuated without the provision(s) held unlawful, invalid or unenforceable. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

i. Good Faith Resolution. Without limiting any rights or remedies of either Party under this MOA, in the event that, at any time during the term of this MOA, a disagreement, dispute, controversy or claim should arise out of or relating to the interpretation of this MOA, or performance by a party under this MOA, or a breach of this MOA by a Party, or any claim by a Party that any provision of this MOA is invalid ("Dispute", or collectively "Disputes"), one Party shall give written notice to the other Party that a Dispute exists and the Parties will then attempt in good faith to resolve such Dispute through negotiation. If the Parties cannot resolve the disputed matter within thirty (30) days after such notice, then either Party shall be free to submit the Dispute to mediation as provided in the next paragraph.

In recognition of the negative consequences associated with disputes both in terms of lost time and expense to all Parties, the Parties agree to attempt to settle their disputes by good-faith, non-binding mediation as a condition precedent to the institution of legal proceedings by either Party. Request for mediation shall be filed in writing with the other Party to this MOA and with the American Arbitration Association. If mediation would jeopardize the substantive rights of either Party including, but not limited to, the application of any applicable statute of limitations or other timing requirement, then such Party may proceed to enforce such rights notwithstanding this mediation requirement and mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either Party. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Placer County, California unless another location is mutually agreed upon.

j. Headings. The section headings used in this MOA are intended for convenience only and shall not be used in interpreting this MOA or in determining any of the rights or obligations of the Parties to this MOA.

k. No Third-Party Beneficiaries. The Parties understand and agree that this MOA creates rights and obligations solely between the Parties and is not intended to benefit any other party. No provision of this MOA shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this MOA or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.

l. Reasonable Cooperation; No AGENCY Relationship. The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this MOA, and to carry out the purpose and intent of this MOA; provided that each Party understands and agrees that there is no AGENCY or joint venture relationship between the Parties, and no Party is authorized to act for or on behalf of any other Party except as expressly authorized under this MOA.

m. Construction and Interpretation. This MOA is entered into freely and voluntarily. This MOA has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this MOA.

n. Waiver. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this MOA will not be deemed a waiver with respect to any other default or matter.

o. Allocation of Liabilities. The Parties expressly agree that the debts, liabilities and obligations of each Party shall remain the debts, liabilities and obligations of that Party and shall not be the debts, liabilities and obligations of the other Party.

p. Counterparts. The Parties hereto agree that this MOA may be executed and delivered in counterparts which, when taken together, shall constitute a fully executed MOA. In addition, this MOA may be executed via electronic pdf transmission and any such pdf signature shall be deemed to be an original signature.

The foregoing is hereby agreed to by the Parties.

IN WITNESS THEREOF, the Parties have executed this MOA as of the dates written below.

ATTEST:

Clerk, Board of Directors
Placer County Water AGENCY
P.O. Box 6570
Auburn, California 95604

PLACER COUNTY WATER AGENCY

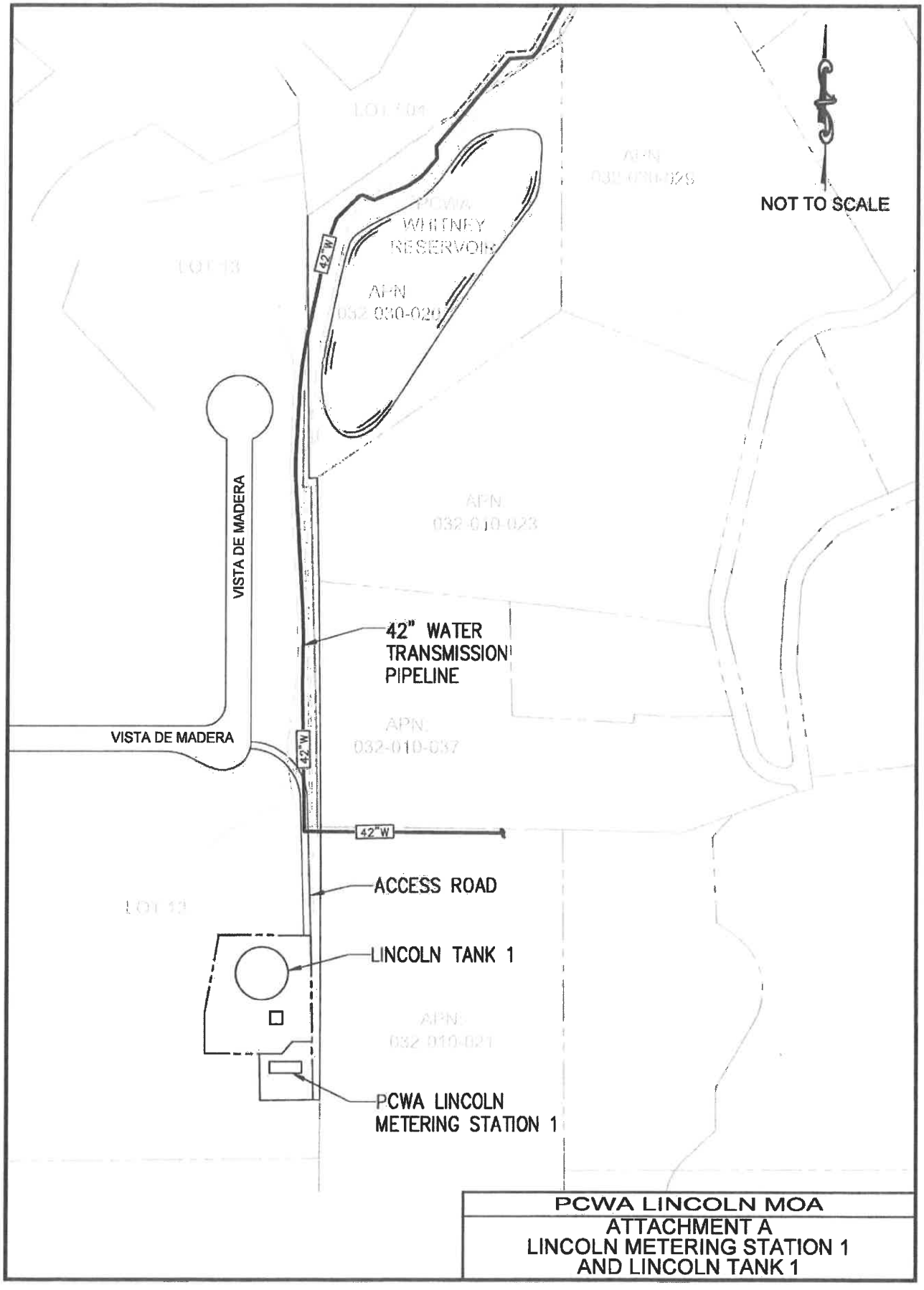
Chairman of the Board

ATTEST:

City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648

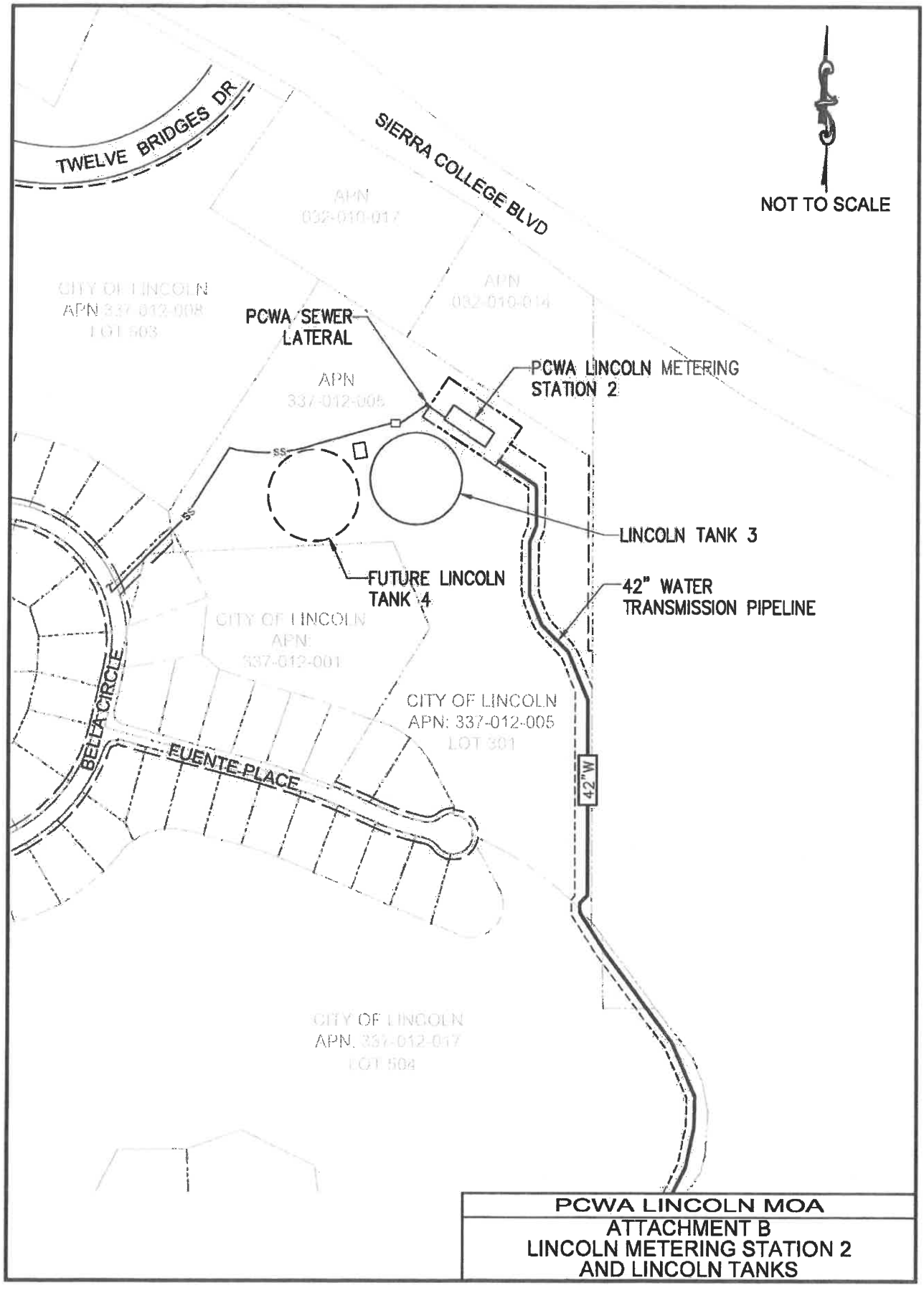
CITY OF LINCOLN

Sean Scully, City Manager



PCWA LINCOLN MOA

ATTACHMENT A
LINCOLN METERING STATION 1
AND LINCOLN TANK 1


TWELVE BRIDGES DR
SIERRA COLLEGE BLVD
NOT TO SCALE
APN
032-010-017
CITY OF LINCOLN
APN 337-012-008
LOT 503
APN
032-010-014
PCWA SEWER
LATERAL
PCWA LINCOLN METERING
STATION 2
APN
337-012-005
SS
SS
LINCOLN TANK 3
FUTURE LINCOLN
TANK 4
42" WATER
TRANSMISSION PIPELINE
CITY OF LINCOLN
APN:
337-012-001
CITY OF LINCOLN
APN: 337-012-005
LOT 301
BELLA CIRCLE
FUENTE PLACE
42"W
CITY OF LINCOLN
APN: 337-012-017
LOT 504
PCWA LINCOLN MOA
ATTACHMENT B
LINCOLN METERING STATION 2
AND LINCOLN TANKS

BOOK 7 OF MAPS, PAGE 32

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
CIVIL ENGINEERING AND PLANNING SURVEYING
ROSEVILLE, CA. 95661 (916) 773-1189

AUGUST 2003

Sheet 1 of 10 18208-LL

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION; THAT THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS SUBDIVISION MAP; THAT THEY HEREBY RELINQUISH AND WAIVE THEIR PRIORITY TO ANY AND ALL GROUNDWATER ASSOCIATED WITH THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AS AGAINST ANY RIGHTS TO THIS GROUNDWATER THAT MAY NOW OR HEREINAFTER BE ASSERTED BY THE CITY OF LINCOLN; THAT THEY IRREVOCABLY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO ANY AND ALL PUBLIC USES TWELVE BRIDGES DRIVE AS SHOWN HEREON; AND THAT THEY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO THE PUBLIC FOR SPECIFIC PURPOSES THE FOLLOWING:

A. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER AND DRAINAGE PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION, AND TELEPHONE SERVICES, TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS "A" & "B" AND THOSE STRIPS OF LAND 12.5' IN WIDTH LYING CONTIGUOUS TO THE PRIVATE ROADWAY AND THE PRIVATE ACCESS EASEMENT AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).

B. EMERGENCY VEHICLE ACCESS EASEMENTS FOR INGRESS/EGRESS AND USE BY PUBLIC, COUNTY OR STATE AGENCIES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL AND NATURAL DISASTER CAUSED EMERGENCIES ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND AND LOTS "A" AND "B" AS SHOWN HEREON AND DESIGNATED AS "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).

C. PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, UNDER AND ACROSS THOSE STRIPS OF LAND AS SHOWN HEREON AND DESIGNATED "W.L.E." (WATER LINE EASEMENT).

JTS COMMUNITIES, INC.,
A CALIFORNIA CORPORATION

BY: Vikki Holt
PRINT NAME: Vikki Holt
ITS: Treasurer

BY: _____
PRINT NAME: _____
ITS: _____

NOTARY STATEMENT

STATE OF CALIFORNIA } S.S.
COUNTY OF _____ }

ON SEPTEMBER 8, 2003 BEFORE ME, TIMOTHY J. O'CONNOR

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED VIKKI HOLT AND _____

☒ 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 SIGNATURE(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:

Timothy J. O'Connor
Signature

TIMOTHY J. O'CONNOR
Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: SACRAMENTO COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1290839 AND EXPIRES: 1-14-05

CENTEX HOMES,
A NEVADA GENERAL PARTNERSHIP
BY: CENTEX REAL ESTATE CORPORATION,
A NEVADA CORPORATION, ITS MANAGING GENERAL PARTNER

BY: _____
PRINT NAME: STEVEN C PORTER
ITS: LAND DEVELOPMENT MANAGER

BY: _____
PRINT NAME: _____
ITS: _____

BENEFICIARY STATEMENT

BANK ONE, N.A.
A NATIONAL BANKING ASSOCIATION, BENEFICIARY FOR DEED OF TRUST RECORDED JULY 5, 2002, PER DOCUMENT NO. 2002-77899 OFFICIAL RECORDS, PLACER COUNTY.

BY: Richard L. Carter V.P.
PRINT NAME: RICHARD L. CARTER TITLE

BY: _____
PRINT NAME: _____ TITLE

NOTARY STATEMENT

STATE OF CALIFORNIA } S.S.
COUNTY OF Placer }

ON 9/10/03 BEFORE ME, Laura Wilder

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Richard L. Carter AND _____

☐ 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 SIGNATURE(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:

Laura Wilder
Signature

Laura Wilder
Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1327107 AND EXPIRES: Oct. 27, 2005

NOTARY STATEMENT

STATE OF CALIFORNIA } S.S.
COUNTY OF Placer }

ON Sept. 5, 2003 BEFORE ME, Jennifer A. Jurgens

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Steven C. Porter AND _____

☒ 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 SIGNATURE(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:

Jennifer A. Jurgens
Signature

Jennifer A. Jurgens
Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1425725 AND EXPIRES: June 21, 2007

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF B & Z INVESTMENTS, LLC, DURING JULY 2002. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JANUARY 1, 2005 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

DAVID W. KOPP, P.L.S. 4533
EXPIRATION DATE: DECEMBER 31, 2005

DATE: 9/15/03

CITY ENGINEER'S STATEMENT

I, JOHN E. PEDRI, CITY ENGINEER FOR THE CITY OF LINCOLN, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE SUBDIVISION OF "VERDERA LARGE LOT SUBDIVISION" LINCOLN, CALIFORNIA, COMPRISING TEN (10) SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: 9-15-03

JOHN E. PEDRI, CITY ENGINEER
CITY OF LINCOLN, R.C.E. 35,266, EXPIRES 9-30-03

CITY SURVEYOR'S STATEMENT

THIS FINAL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: Sept. 15, 2003

CARY G. SHUMAT, LS 4645
LICENSE EXPIRES 09-30-06

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF LINCOLN, HAS APPROVED THIS FINAL MAP OF THE SUBDIVISION OF "VERDERA LARGE LOT SUBDIVISION", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS HEREON OFFERED FOR DEDICATION INCLUDING RELINQUISHMENT OF GROUNDWATER RIGHTS IN ACCORDANCE WITH THE TERMS OF THAT OFFER.

AND TO THE ABANDONMENT OF A PORTION OF TWELVE BRIDGES DRIVE ROAD RIGHT OF WAY REFERENCED IN NOTE NO. 12 ON SHEET 3.

DATE: 9-16-03

CITY CLERK, CITY OF LINCOLN

RECORDER'S STATEMENT

FILED THIS 22nd DAY OF September 2003, AT 15:13 P.M.
IN BOOK 7 MAPS, AT PAGE 31 AT THE REQUEST OF B & Z TB, LLC; CATTA VERDERA-GOLF COURSE, LLC; CENTEX HOMES; CELO PARTNERS, LLC, AND JTS COMMUNITIES, INC.

DOCUMENT NO. 2003-0163211
FEE: $35.00

JIM McCAULEY
PLACER COUNTY RECORDER

BY: _____
DEPUTY

Lts 14-16 V-31
L-1 20 V-31

Attachment C
Page 1 of 10

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
CIVIL ENGINEERING AND PLANNING AND SURVEYING
ROSEVILLE, CA. 95661 (916) 773-1188

AUGUST 2003

Sheet 2 of 10

18208-LL

B & Z TB, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: B & Z INVESTMENTS, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: _____
BRUCE W. BELL, MEMBER

BY: _____
JAMES M. ZURBUCHEN,
CO-TRUSTEE OF THE ZURBUCHEN FAMILY TRUST, UNDER TRUST AGREEMENT DATED OCTOBER 27, 1999, MEMBER

NOTARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF Sacramento) S.S.

ON September 4, 2003 BEFORE ME, Kimberly M. Robinson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Bruce Bell AND James M Zurbuchen

☒ 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 SIGNATURE(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:

Kimberly M. Robinson — Signature
Kimberly M. Robinson — Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Sacramento COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1424471 AND EXPIRES: June 14, 2007

TRUSTEE'S STATEMENT

NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER A DEED OF TRUST RECORDED ON AUGUST 19, 2003, PER DOCUMENT NUMBER 2003-0140528, OFFICIAL RECORDS OF THE COUNTY OF PLACER, AND AS TRUSTEE UNDER A DEED OF TRUST RECORDED ON AUGUST 19, 2003, PER DOCUMENT NUMBER 2003-0140529, OFFICIAL RECORDS OF THE COUNTY OF PLACER, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP IN THE RECORDS OF THE COUNTY OF PLACER.

BY: Mark Samba
PRINT: Marcy Samba
TITLE: Vice President

BY: _____
PRINT: _____
TITLE: _____

CERTIFICATE FOR DEDICATION

A) SUBDIVIDER DEDICATING PROPERTY:

B & Z TB, LLC
2882 PROSPECT PARK DRIVE, SUITE 250
RANCHO CORDOVA, CALIFORNIA 95670

B) DESCRIPTION OF PROPERTY BEING DEDICATED:

TWELVE BRIDGES DRIVE
(ADDITIONAL RIGHT-OF-WAY ALONG NORTHERLY SIDE OF LOT 503)

C) PUBLIC AGENCY STATEMENT:

PURSUANT TO SECTION 66477.5 OF THE SUBDIVISION MAP ACT THE CITY OF LINCOLN DOES HEREBY CERTIFY THE FOLLOWING: THAT UPON DETERMINATION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY, DESCRIBED IN (B) ABOVE IS DEDICATED, NO LONGER EXISTS, THE CITY OF LINCOLN WILL RECONVEY TO THE SUBDIVIDER, NAMED IN (A) ABOVE, ALL PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE.

TRUSTEE'S ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF Placer) SS.

ON Sept. 10, 2003 BEFORE ME: Marcy Steele
PERSONALLY APPEARED: Mark Samba

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 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND
SIGNATURE: Marcy Steele
PRINT: Marcy Steele

COUNTY OF: Placer
MY COMMISSION NO: 1329339
AND EXPIRES: Nov. 10, 2005

CATTA VERDERA-GOLF COURSE, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Christopher R. Steele
CHRISTOPHER R. STEELE,
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT DATED JUNE 22, 1994, MEMBER

NOTARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer) S.S.

ON September 9, 2005 BEFORE ME, John W. Gibson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Christopher R. Steele AND _____

☒ 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 SIGNATURE(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:

John W. Gibson — Signature
John W. Gibson — Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

MY COMMISSION NO. IS 1234678 AND EXPIRES: September 16, 2003

CATTA VERDERA-VILLAGE 13, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: CRSTB PARTNERS, LLC.
A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: Christopher R Steele
CHRISTOPHER R. STEELE,
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT DATED JUNE 22, 1994, MEMBER

NOTARY STATEMENT

STATE OF CALIFORNIA)
COUNTY OF Placer) S.S.

ON September 9, 2005 BEFORE ME, John W. Gibson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Christopher R. Steele AND _____

☒ 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 SIGNATURE(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:

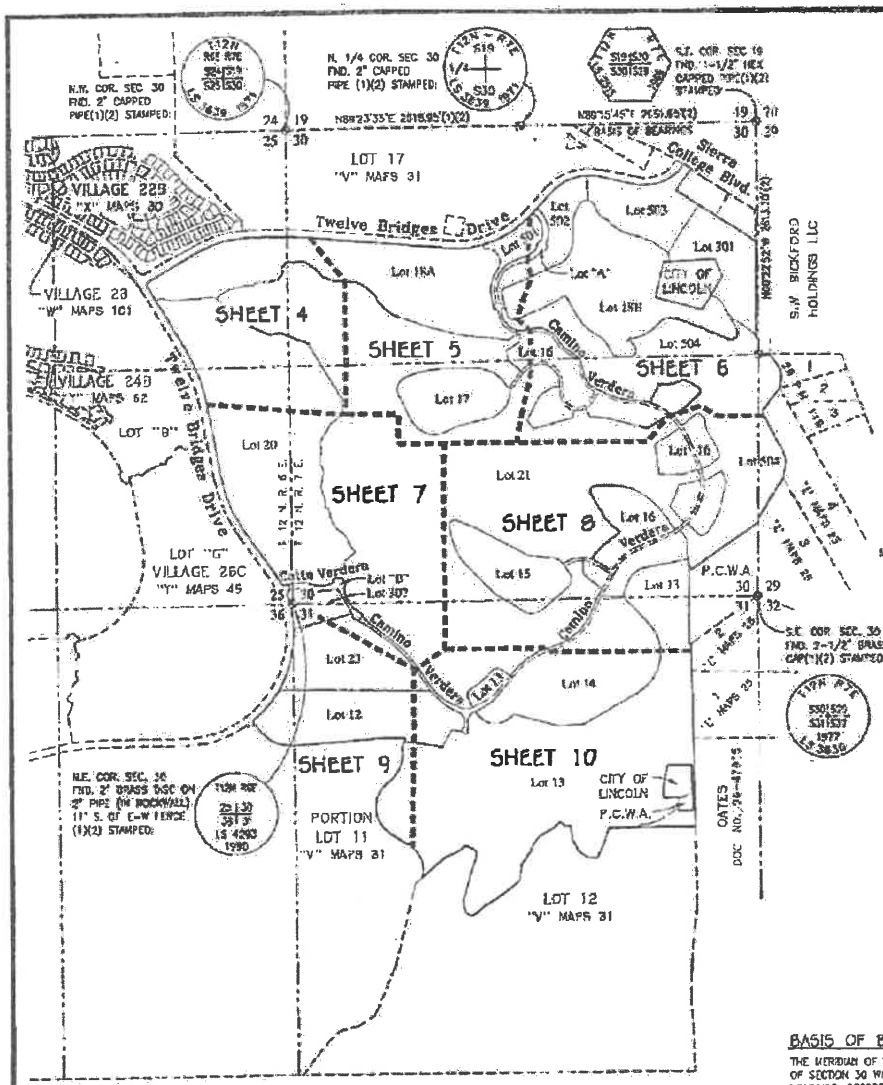
John W. Gibson — Signature
John W. Gibson — Print Name

MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA

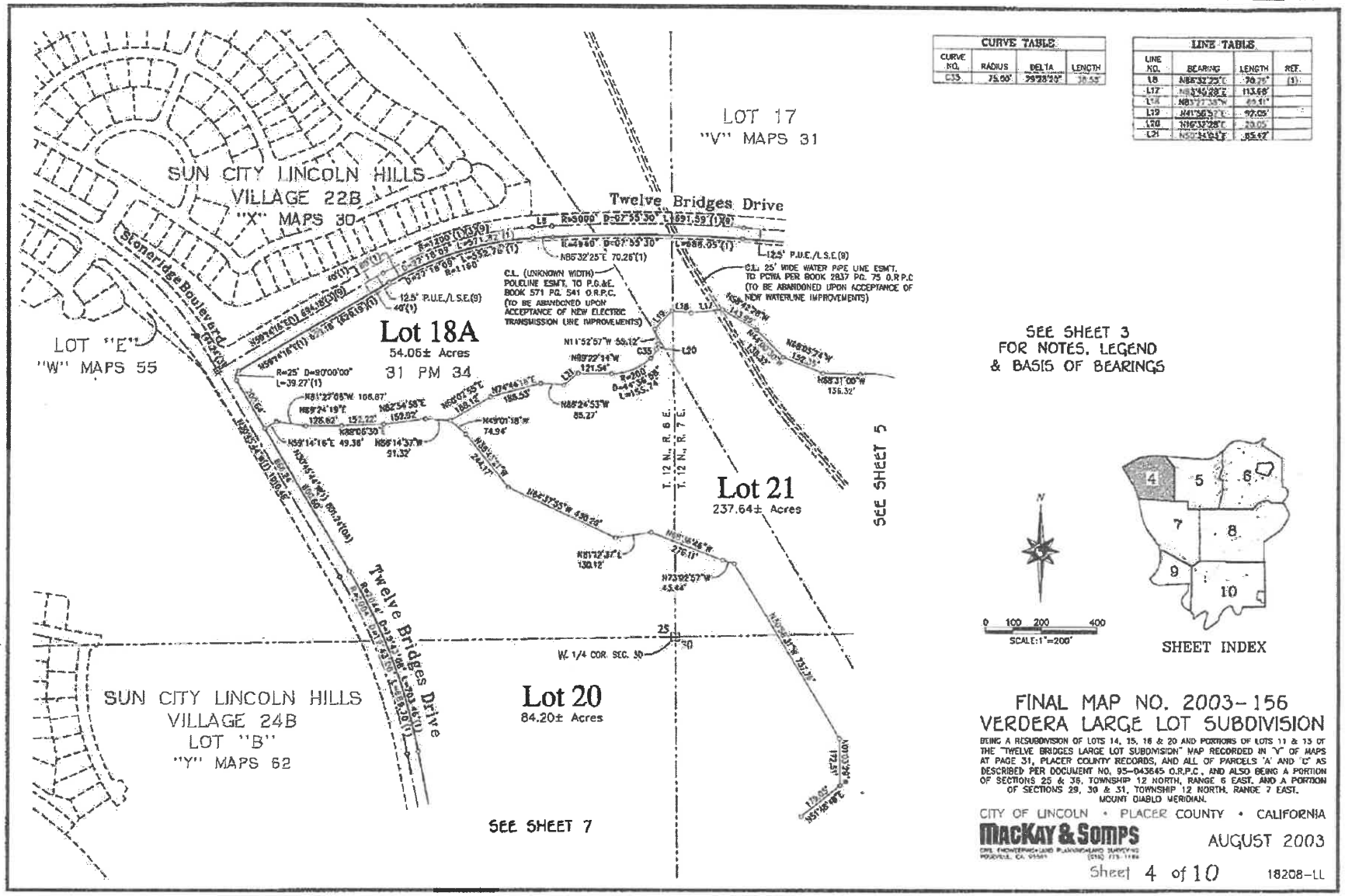
MY COMMISSION NO. IS 1234678 AND EXPIRES: September 16, 2003

Attachment C
Page 2 of 10

BOOK 2 OF MAPS, PAGE 32


N. 1/4 COR. SEC 30
FND. 2" CAPPED
PIPE (1)(2) STAMPED:
N.W. COR. SEC 30
FND. 2" CAPPED
PIPE(1)(2) STAMPED:
S.E. COR. SEC 19
FND. 1-1/2" HEX
CAPPED PIPE(1)(2)
STAMPED
N88°45'45"E 2651.83'(2)
BASIS OF BEARINGS
LOT 17
"V" MAPS 31
VILLAGE 22B
"X" MAPS 30
VILLAGE 23
"W" MAPS 101
VILLAGE 24B
"Y" MAPS 62
LOT "B"
LOT "G"
VILLAGE 26C
"Y" MAPS 45
Twelve Bridges Drive
Sierra College Blvd.
Camino Verdera
SHEET 4
SHEET 5
SHEET 6
SHEET 7
SHEET 8
SHEET 9
SHEET 10
Lot 17
Lot 18A
Lot 19B
Lot 20
Lot 21
Lot 22
Lot 23
Lot 12
Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 301
Lot 302
Lot 303
Lot 504
Lot "A"
Lot "B"
CITY OF LINCOLN
S.W. BICKFORD HOLDINGS LLC
P.C.W.A.
PORTION LOT 11
"V" MAPS 31
LOT 12
"V" MAPS 31
OATES DOC. NO. 96-47815
S.E. COR. SEC. 36
FND. 2-1/2" BRASS
CAP(1)(2) STAMPED:
N.E. COR. SEC. 36
FND. 2" BRASS DISC ON
2" PIPE (IN ROCKWALL)
11' S. OF E-W FENCE
(1)(2) STAMPED:
T12N R5E
2536
1990
T12N R5E
2536
1977
T12N R5E
2536
1977
T12N R5E
2536
1977

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C35	75.00'	39°28'29"	51.66'

LINE TABLE			
LINE NO.	BEARING	LENGTH	REF.
L18	N85°32'25"E	70.26'	(1)
L17	N81°40'28"E	113.68'	
L16	N81°27'05"W	49.41'	
L19	N41°26'57"E	97.05'	
L20	N16°33'28"E	23.05'	
L21	N50°34'04"E	85.67'	

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 18 & 20 AND PORTIONS OF LOTS 13 & 19 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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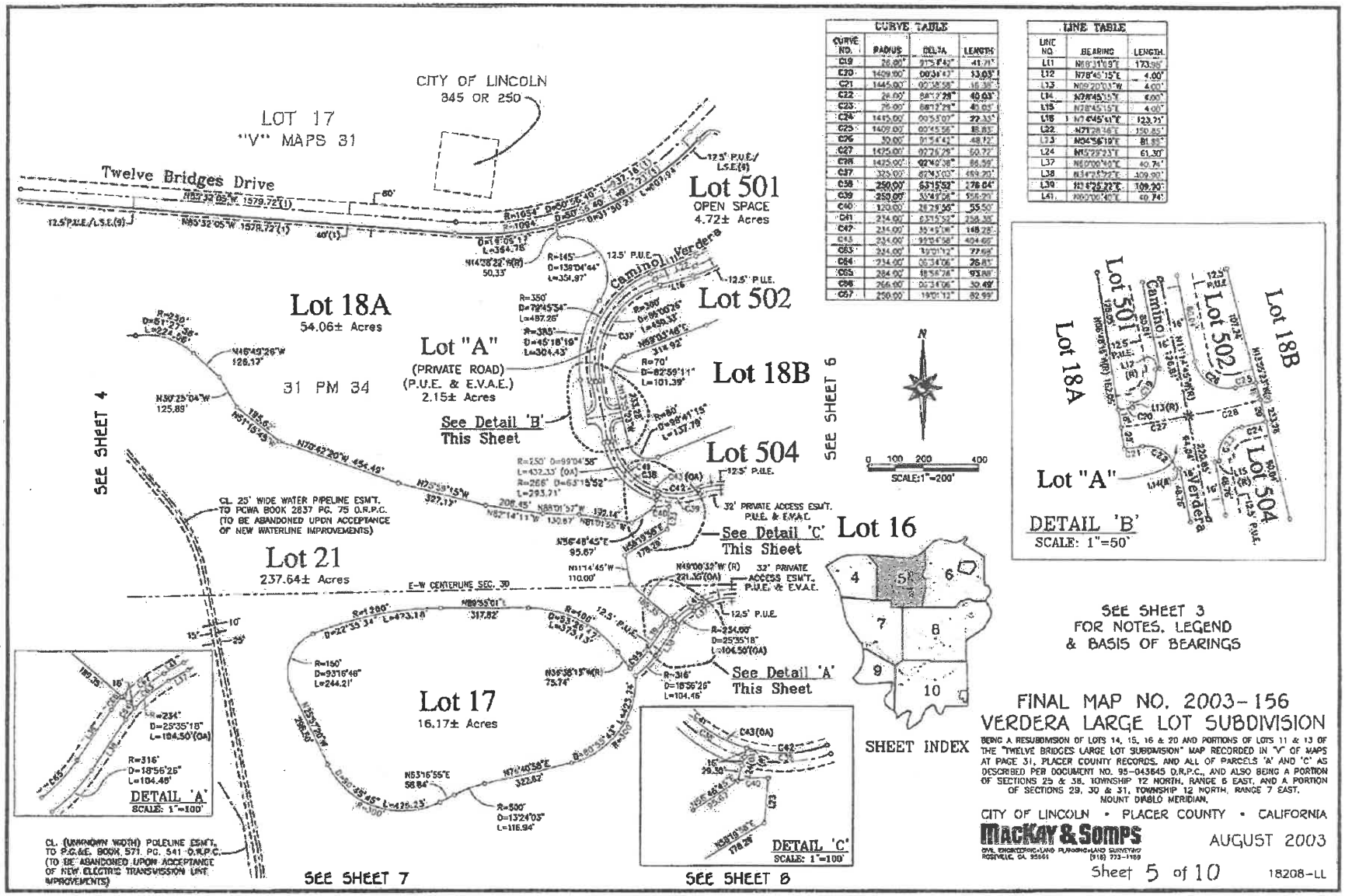
MACKAY & SOMPS

AUGUST 2003

Sheet 4 of 10 18208-LL

Attachment C
Page 4 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C19	25.00'	97°58'42"	41.71'
C20	1409.00'	00°39'43"	13.03'
C21	1445.00'	02°38'58"	66.86'
C22	25.00'	88°17'28"	40.03'
C23	25.00'	88°17'28"	40.03'
C24	1445.00'	00°53'07"	22.33'
C25	1409.00'	00°45'56"	18.83'
C26	30.00'	91°34'41"	48.12'
C27	1425.00'	02°18'29"	50.77'
C28	1425.00'	02°46'38"	68.59'
C37	325.00'	87°53'03"	498.20'
C38	250.00'	63°15'52"	276.04'
C39	350.00'	30°47'08"	188.00'
C40	120.00'	26°29'56"	55.50'
C41	214.00'	63°15'52"	236.36'
C42	234.00'	35°45'36"	146.28'
C43	234.00'	97°54'58"	404.60'
C53	344.00'	12°51'12"	77.18'
C54	234.00'	06°34'06"	26.81'
C55	284.00'	18°56'28"	93.89'
C56	266.00'	06°34'06"	30.49'
C57	250.00'	190°01'12"	82.99'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L11	N89°31'19"E	173.96'
L12	N78°45'15"E	4.00'
L13	N09°20'01"W	4.00'
L14	N78°45'15"E	4.00'
L15	N78°45'15"E	4.00'
L16	N14°45'41"E	123.71'
L22	N21°28'36"E	150.85'
L23	N36°56'19"E	81.89'
L24	N15°27'23"E	61.30'
L37	N89°00'30"E	60.74'
L38	N34°45'15"E	109.00'
L39	N21°45'22"E	109.00'
L41	N89°00'30"E	60.74'

SEE SHEET 3
FOR NOTES, LEGEND
& BASIS OF BEARINGS

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN,

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

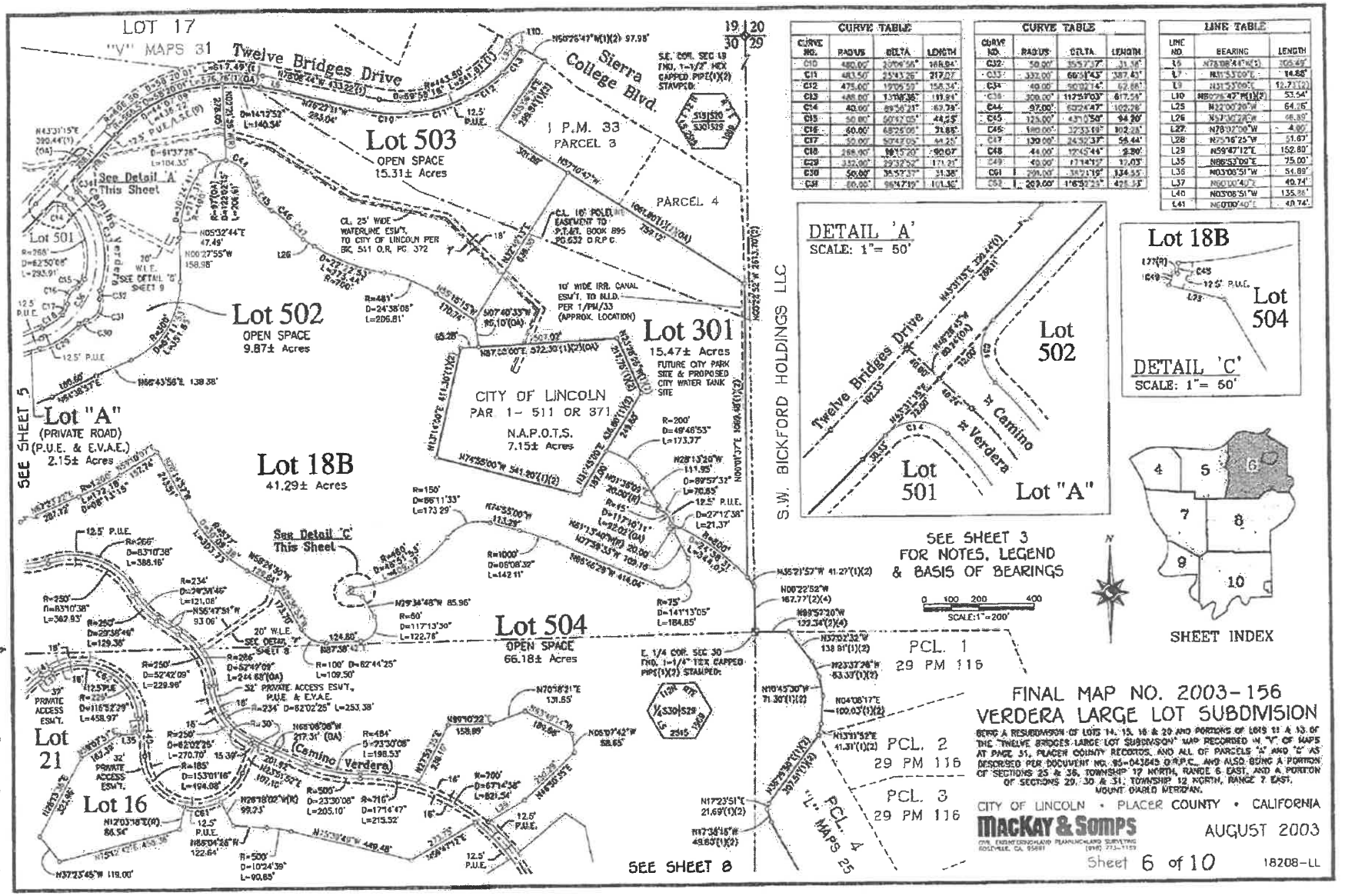
MacKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
ROSEVILLE, CA. 95661 (916) 773-1159

AUGUST 2003

Sheet 5 of 10 18208-LL

Attachment C
Page 5 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C10	480.00'	20°04'56"	168.84'
C11	481.50'	25°43'26"	217.07'
C12	475.00'	19°05'52"	158.34'
C13	488.00'	13°18'38"	113.34'
C14	40.00'	89°26'21"	62.44'
C15	50.00'	60°12'05"	48.85'
C16	50.00'	68°25'05"	59.69'
C17	50.00'	52°43'09"	46.23'
C18	288.00'	18°15'20"	91.07'
C29	350.00'	29°32'52"	171.31'
C30	50.00'	35°57'37"	31.38'
C31	50.00'	69°47'19"	101.56'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C32	50.00'	35°57'37"	31.38'
C33	350.00'	66°01'43"	387.45'
C34	40.00'	90°00'14"	62.83'
C35	300.00'	11°23'03"	59.64'
C44	97.00'	52°24'47"	88.73'
C45	125.00'	43°10'58"	94.20'
C46	150.00'	32°33'19"	85.23'
C47	130.00'	24°30'37"	55.61'
C48	44.00'	17°45'44"	13.64'
C49	50.00'	47°14'17"	41.23'
C61	200.00'	14°52'19"	51.92'
C62	200.00'	16°51'23"	58.83'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L6	N78°08'44"W(C)	205.49'
L7	N31°53'09"E	14.68'
L9	N31°53'09"E	12.71'(2)
L10	N89°26'47"W(1)(2)	53.54'
L25	N12°00'26"W	64.26'
L26	N53°36'26"W	66.89'
L27	N78°02'06"W	4.90'
L28	N75°16'25"W	51.67'
L29	N59°47'12"E	152.80'
L35	N86°53'09"E	75.00'
L36	N03°06'51"W	54.89'
L37	N60°00'40"E	40.74'
L40	N03°06'51"W	135.86'
L41	N60°00'40"E	40.74'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "Y" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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MacKAY & SOMPS

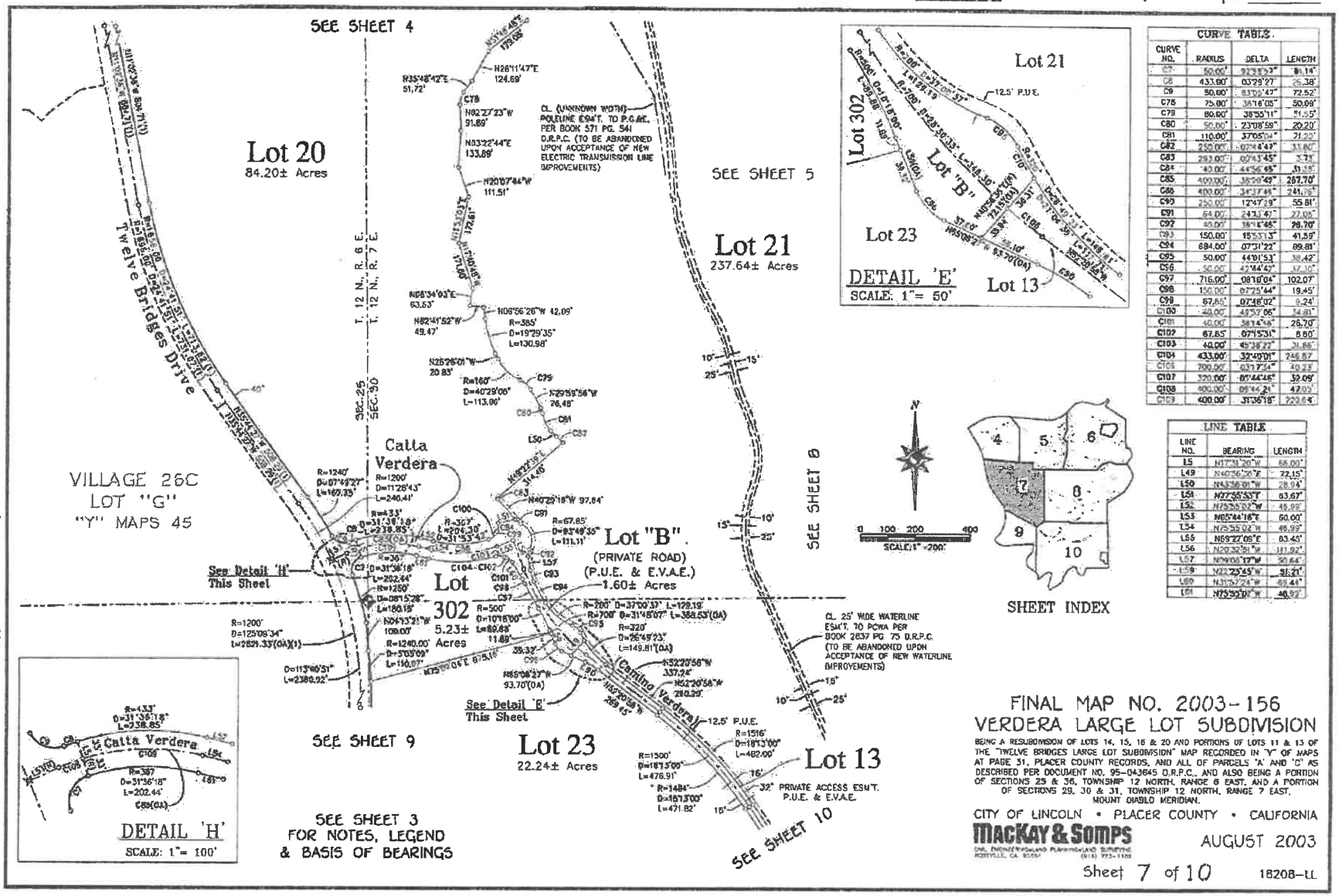
AUGUST 2003

Sheet 6 of 10

18208-LL

Attachment C
Page 6 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH
C5	50.00'	93°31'37"	81.64'
C6	433.00'	03°29'27"	26.38'
C9	50.00'	83°00'47"	72.52'
C75	75.00'	38°16'05"	50.09'
C79	80.00'	38°35'11"	51.55'
C80	50.00'	23°08'59"	20.20'
C81	110.00'	37°05'04"	71.22'
C82	250.00'	07°46'49"	33.90'
C83	293.00'	07°43'45"	3.71'
C84	40.00'	44°56'49"	31.38'
C85	400.00'	38°09'49"	267.70'
C86	400.00'	34°37'48"	241.78'
C90	250.00'	12°47'19"	55.81'
C91	64.00'	24°37'47"	27.05'
C92	40.00'	38°16'48"	26.70'
C93	150.00'	15°53'13"	41.59'
C94	684.00'	07°31'22"	89.81'
C95	50.00'	44°01'53"	38.42'
C96	50.00'	42°44'42"	37.30'
C97	716.00'	08°10'04"	102.07'
C98	150.00'	07°25'44"	19.45'
C99	67.65'	07°46'02"	9.24'
C100	40.00'	48°57'06"	34.81'
C101	40.00'	38°16'48"	26.70'
C102	67.65'	07°15'31"	8.60'
C103	40.00'	49°26'22"	34.86'
C104	433.00'	32°49'01"	248.87'
C105	700.00'	03°37'34"	44.28'
C107	320.00'	07°44'45"	32.09'
C108	400.00'	08°44'21"	42.00'
C109	400.00'	31°36'18"	220.64'

LINE TABLE

LINE NO.	BEARING	LENGTH
L5	N17°31'20"W	58.00'
L49	N40°36'26"E	22.15'
L50	N43°56'01"W	28.94'
L51	N72°25'55"E	63.67'
L52	N75°55'02"W	45.99'
L53	N05°44'16"E	50.00'
L54	N75°55'02"W	46.99'
L55	N69°27'05"E	63.45'
L56	N20°32'55"W	181.92'
L57	N79°01'17"W	50.64'
L58	N22°23'45"W	91.21'
L59	N15°07'24"W	69.41'
L61	N75°55'02"W	46.92'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "Y" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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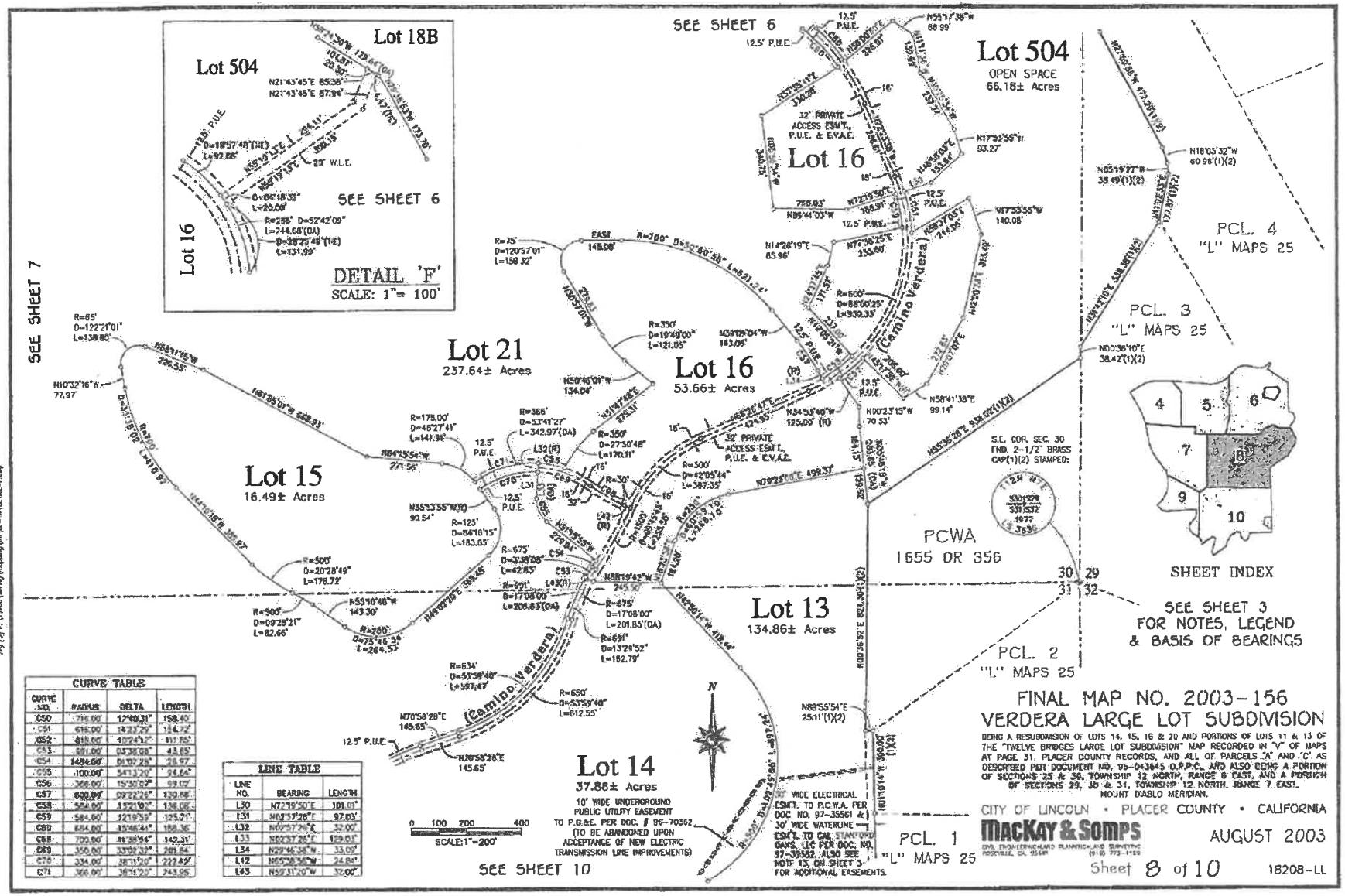
MACKAY & SOMPS
CIVIL ENGINEERING AND PLANNING LAND SURVEYING
ROSEVILLE, CA. 95661 (916) 773-1100

AUGUST 2003

Sheet 7 of 10 18208-LL

Attachment C
Page 7 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C50	716.00'	12°50'31"	158.40'
C51	616.00'	14°23'29"	154.72'
C52	616.00'	10°04'17"	111.80'
C53	691.00'	05°36'08"	43.65'
C54	1484.00'	01°07'26"	29.97'
C55	100.00'	54°13'20"	94.64'
C56	366.00'	15°30'02"	99.05'
C57	600.00'	09°23'26"	130.86'
C58	564.00'	13°51'02"	136.06'
C59	584.00'	12°19'59"	125.71'
C60	654.00'	15°06'41"	166.36'
C68	700.00'	11°39'34"	142.31'
C69	350.00'	33°02'20"	201.84'
C70	334.00'	38°11'20"	222.69'
C71	366.00'	38°11'20"	243.95'

LINE TABLE		
LINE NO.	BEARING	LENGTH
L30	N72°19'50"E	101.01'
L31	N68°57'26"E	97.03'
L32	N05°57'26"E	32.00'
L33	N82°57'26"E	129.01'
L34	N29°46'38"W	33.09'
L42	N65°28'56"W	24.84'
L43	N52°31'20"W	32.00'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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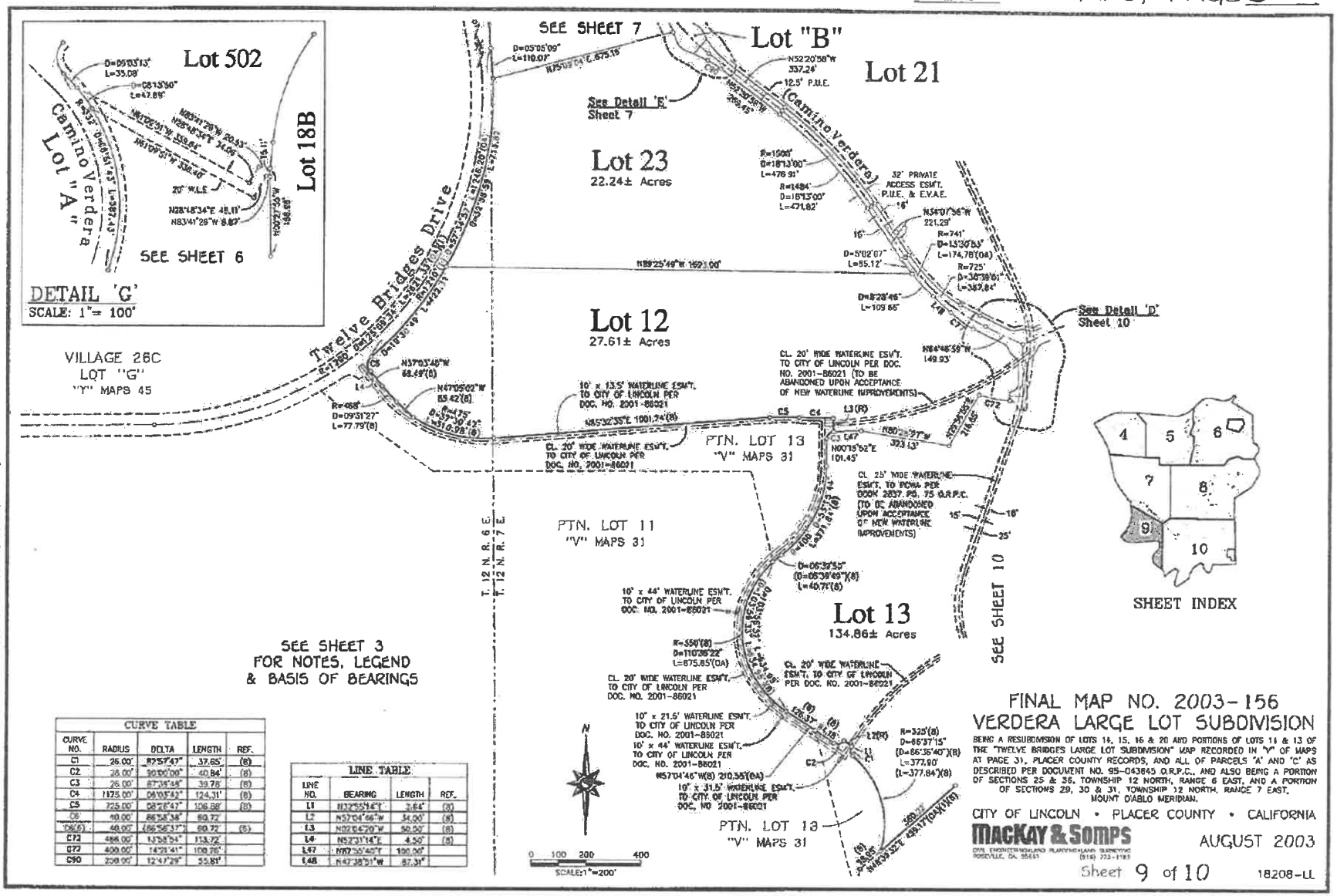
MacKAY & SOMPS
CIVIL ENGINEERING AND PLANNING AND SURVEYING
ROSEVILLE, CA 95661
(916) 773-1100

AUGUST 2003

Sheet 8 of 10 18208-LL

Attachment C
Page 8 of 10

BOOK 2 OF MAPS, PAGE 32



CURVE TABLE				
CURVE NO.	RADIUS	DELTA	LENGTH	REF.
C1	25.00'	87°57'47"	37.65'	(R)
C2	25.00'	90°00'00"	40.84'	(R)
C3	25.00'	87°35'55"	39.76'	(R)
C4	1175.00'	06°03'42"	124.31'	(R)
C5	725.00'	08°26'47"	106.88'	(R)
C6	60.00'	86°58'38"	89.72'	
C6(R)	60.00'	(86°58'37")	89.72'	(R)
C72	486.00'	13°58'54"	118.72'	
C72	600.00'	14°21'41"	150.28'	
C90	250.00'	12°47'29"	55.81'	

LINE TABLE			
LINE NO.	BEARING	LENGTH	REF.
L1	N32°55'14"E	2.64'	(R)
L2	N57°04'46"W	34.00'	(R)
L3	N02°04'29"W	50.00'	(R)
L4	N52°31'14"E	4.50'	(R)
L47	N87°55'40"E	100.00'	
L48	N47°38'21"W	87.31'	

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

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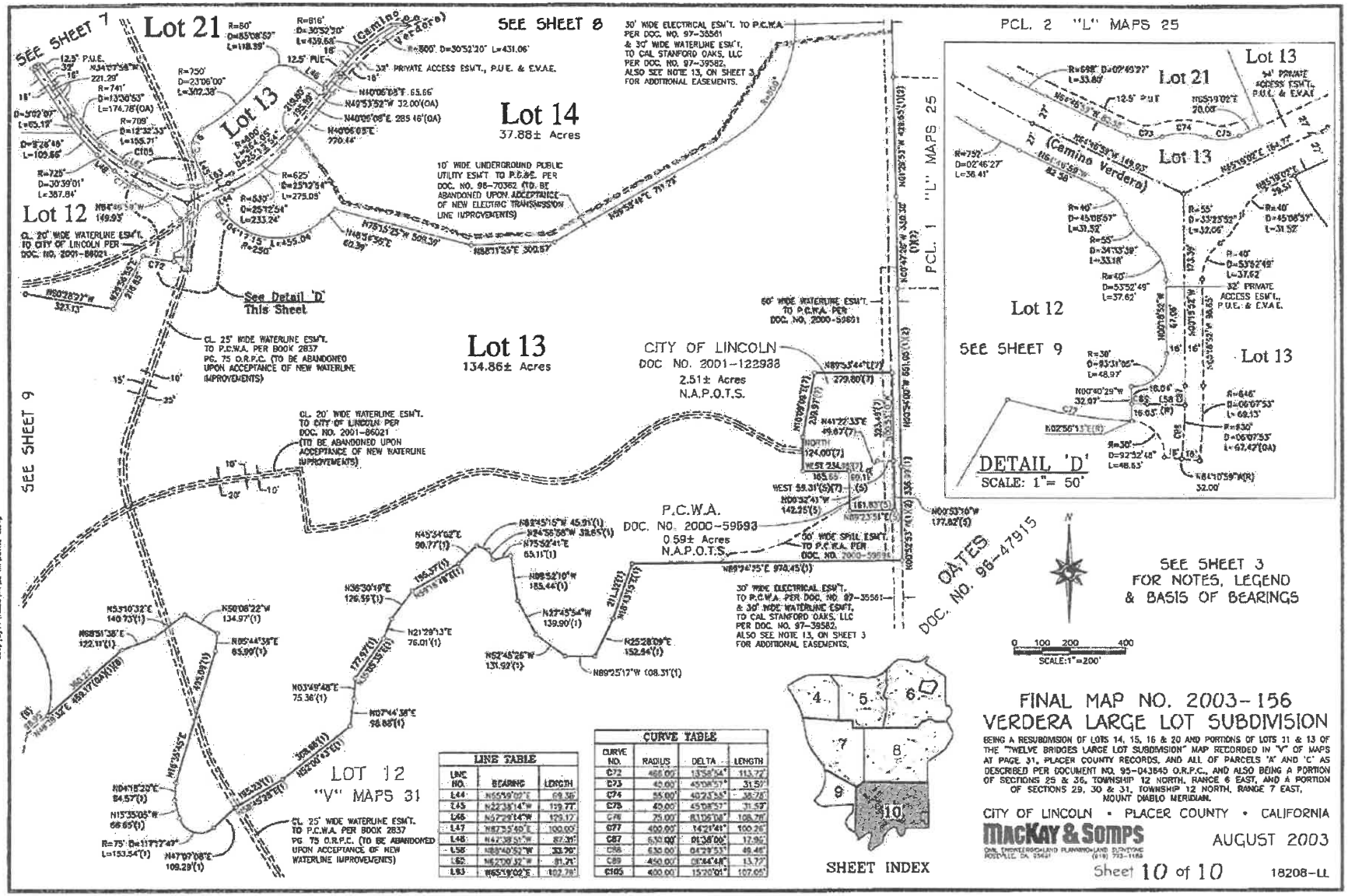
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ROSEVILLE, CA. 95661 (916) 773-1181

AUGUST 2003

Sheet 9 of 10 18208-LL

Attachment C
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BOOK 2 OF MAPS, PAGE 32



LINE TABLE		
LINE NO.	BEARING	LENGTH
L44	N65°59'02"E	69.36'
L45	N22°38'14"W	139.77'
L46	N67°29'14"W	129.12'
L47	N87°35'40"E	100.00'
L48	N47°38'30"W	87.31'
L56	N89°40'52"W	33.79'
L82	N62°00'32"W	91.71'
L93	N65°59'02"E	107.79'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C72	468.00'	13°58'24"	113.72'
C73	40.00'	45°08'57"	31.51'
C74	55.00'	40°13'36"	38.78'
C75	40.00'	45°08'57"	31.51'
C76	75.00'	83°06'08"	108.78'
C77	400.00'	14°21'49"	100.26'
C87	530.00'	01°36'06"	17.96'
C88	530.00'	04°23'31"	40.46'
C89	450.00'	01°44'48"	13.77'
C105	400.00'	15°20'01"	107.05'

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 21 & 13 OF THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS 'A' AND 'C' AS DESCRIBED PER DOCUMENT NO. 95-043645 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 36, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN.

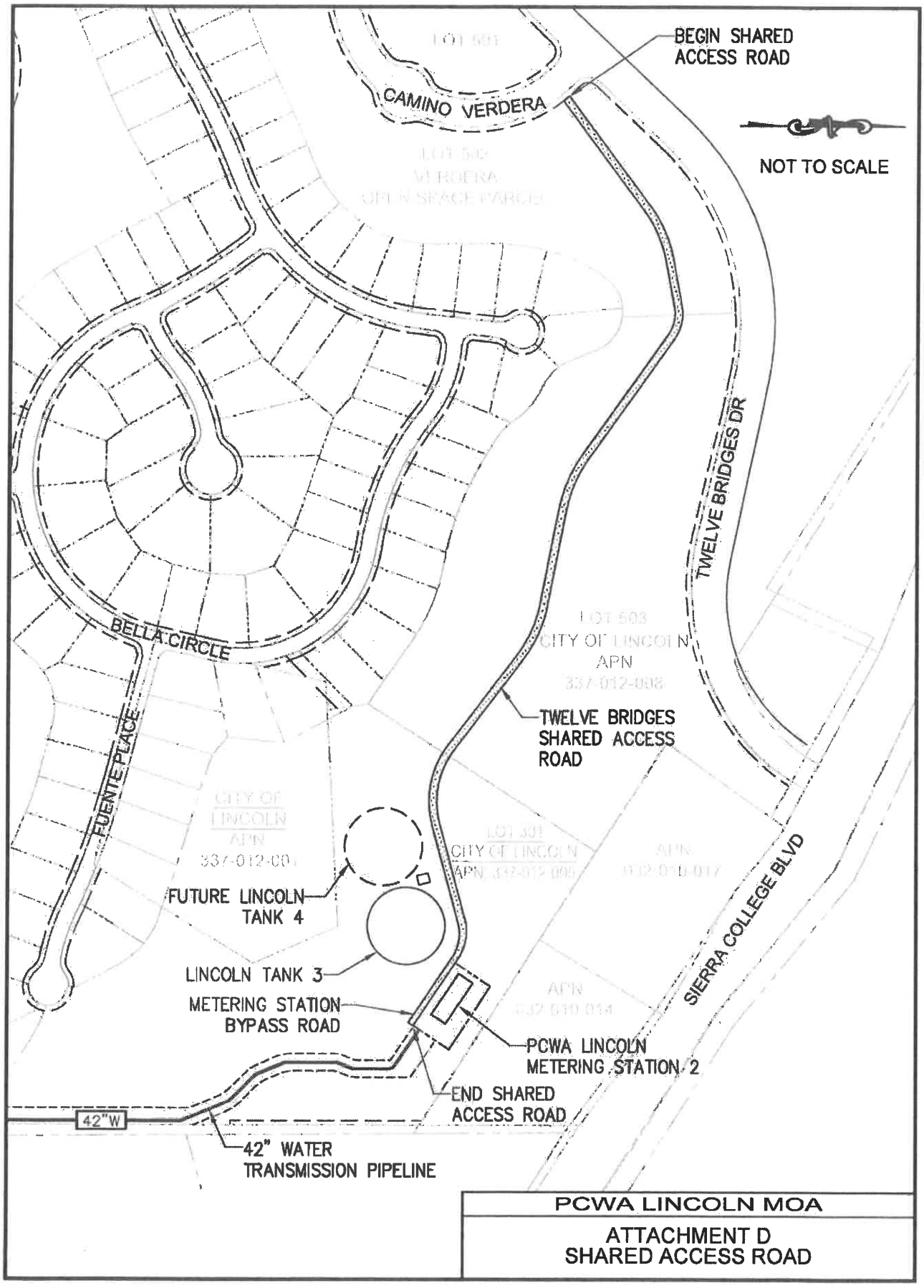
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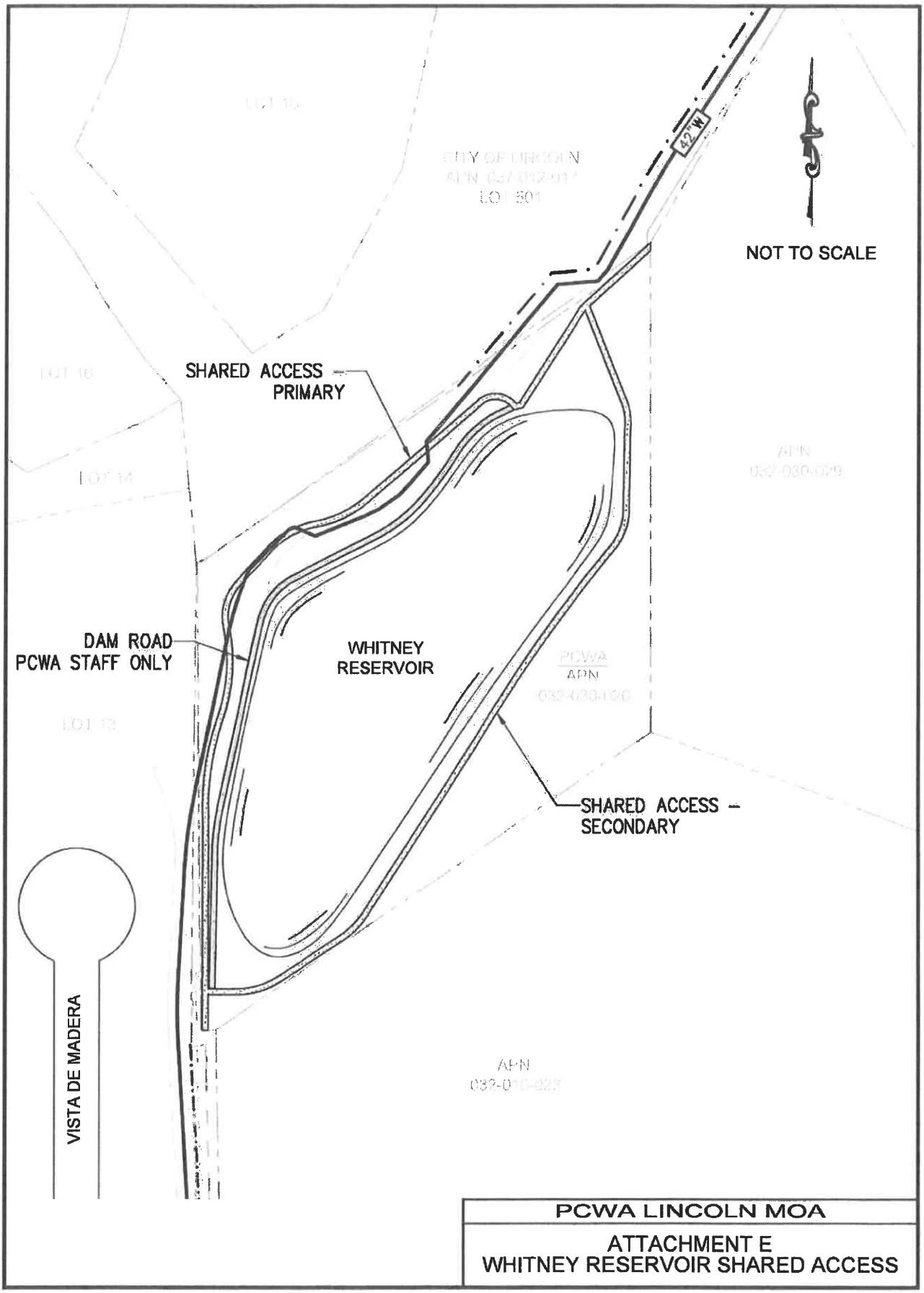
MACKAY & SOMPS

AUGUST 2003

Sheet 10 of 10 18208-LL

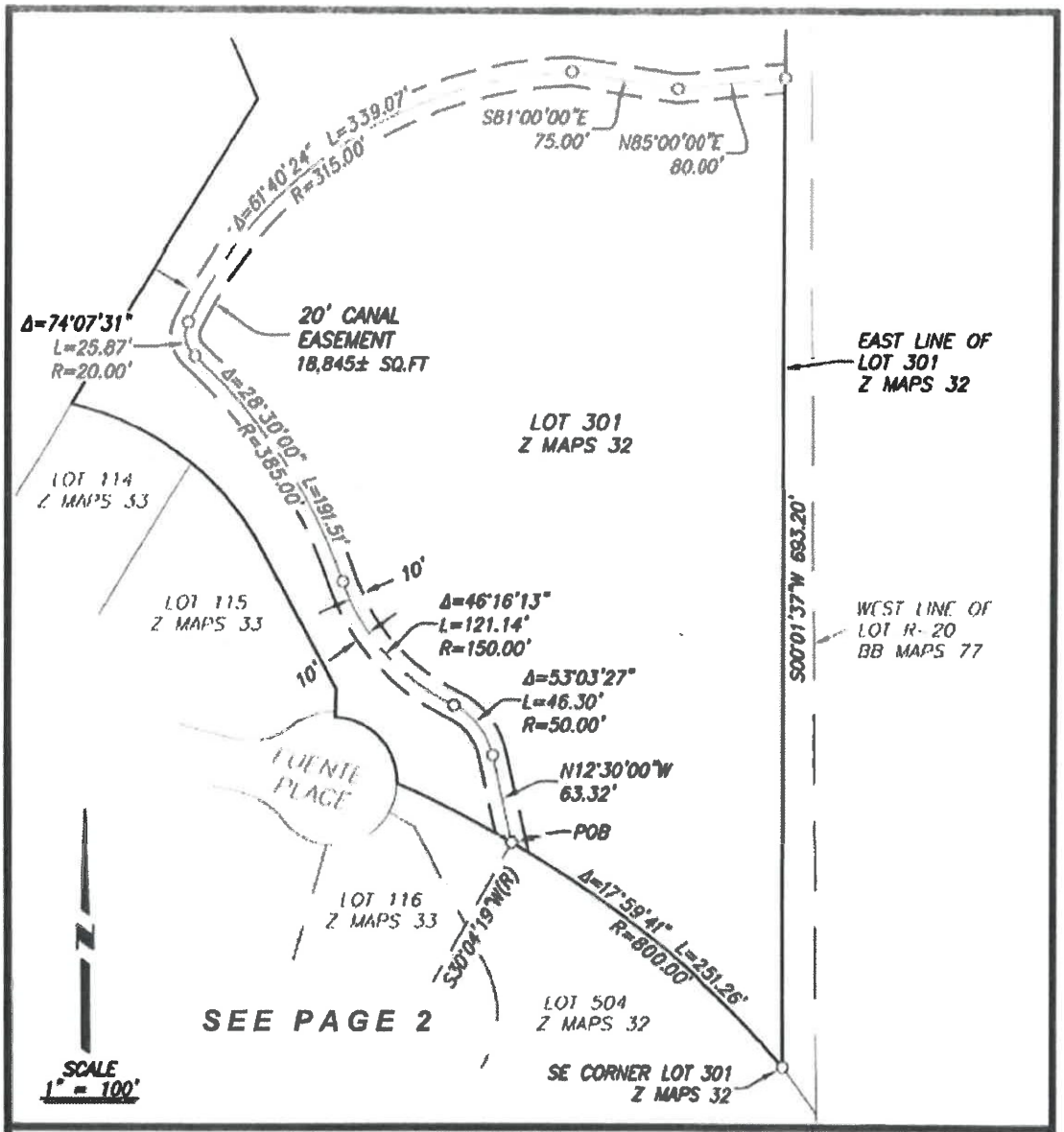
Attachment C
Page 10 of 10


BEGIN SHARED ACCESS ROAD
CAMINO VERDERA
NOT TO SCALE
TWELVE BRIDGES DR
BELLA CIRCLE
FUENTE PLACE
TWELVE BRIDGES SHARED ACCESS ROAD
FUTURE LINCOLN TANK 4
LINCOLN TANK 3
METERING STATION BYPASS ROAD
PCWA LINCOLN METERING STATION 2
END SHARED ACCESS ROAD
42"W
42" WATER TRANSMISSION PIPELINE
SIERRA COLLEGE BLVD
PCWA LINCOLN MOA
ATTACHMENT D
SHARED ACCESS ROAD



PCWA LINCOLN MOA

ATTACHMENT E
WHITNEY RESERVOIR SHARED ACCESS



20' CANAL EASEMENT
LOT 301, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
DP. 12-31-20
STATE OF CALIFORNIA

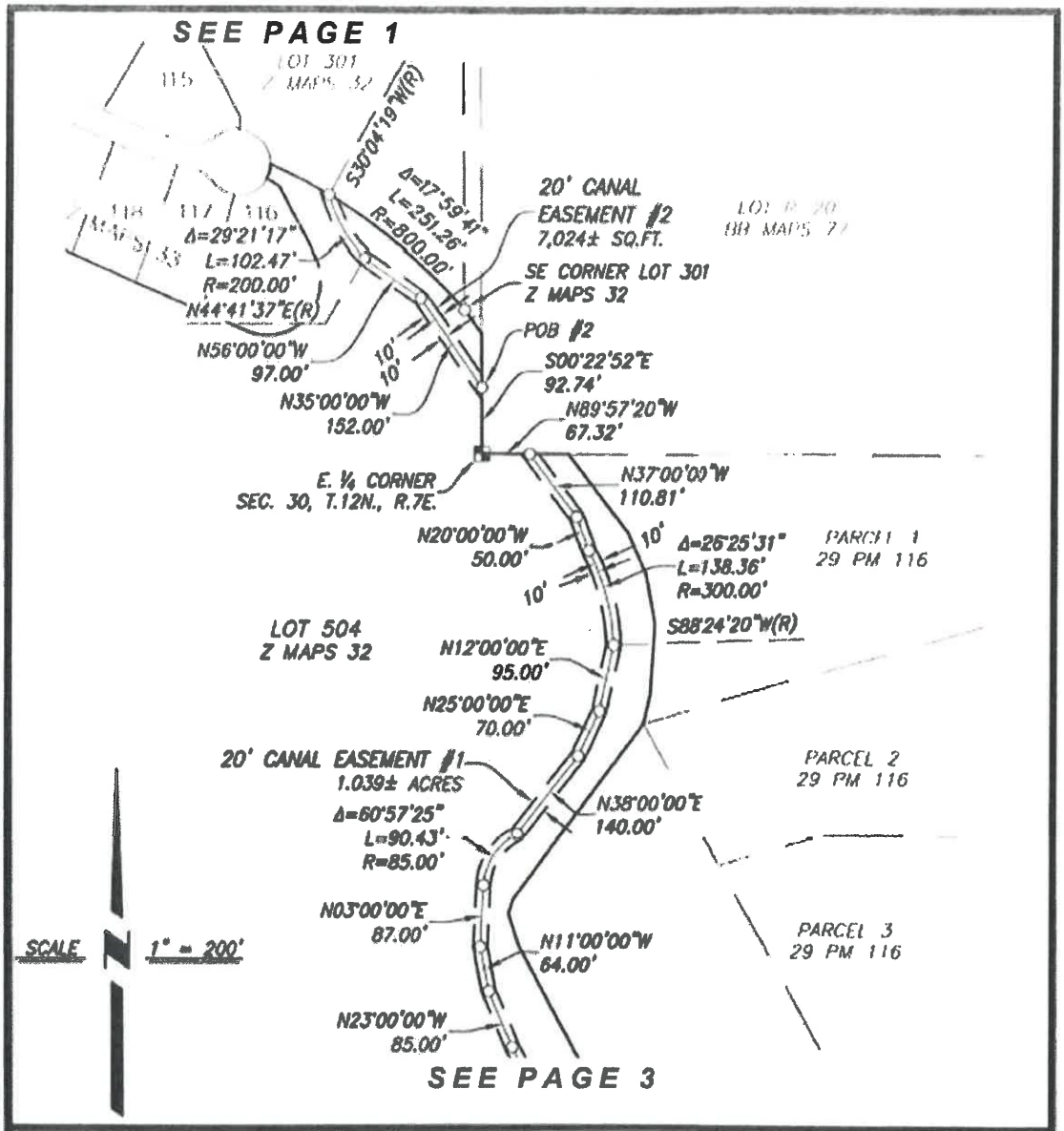
CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd, Suite 130 Roseville, CA 95678
Phone 916 773-4005 Fax 916 773-4106

DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 07-13-20

FILE: K:\113600\SURVEY\CANAL ESMT LOT 301.dwg

PCWA LINCOLN MOA

ATTACHMENT F
PCWA LINCOLN MOA
PAGE 1 OF 3



20' CANAL EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

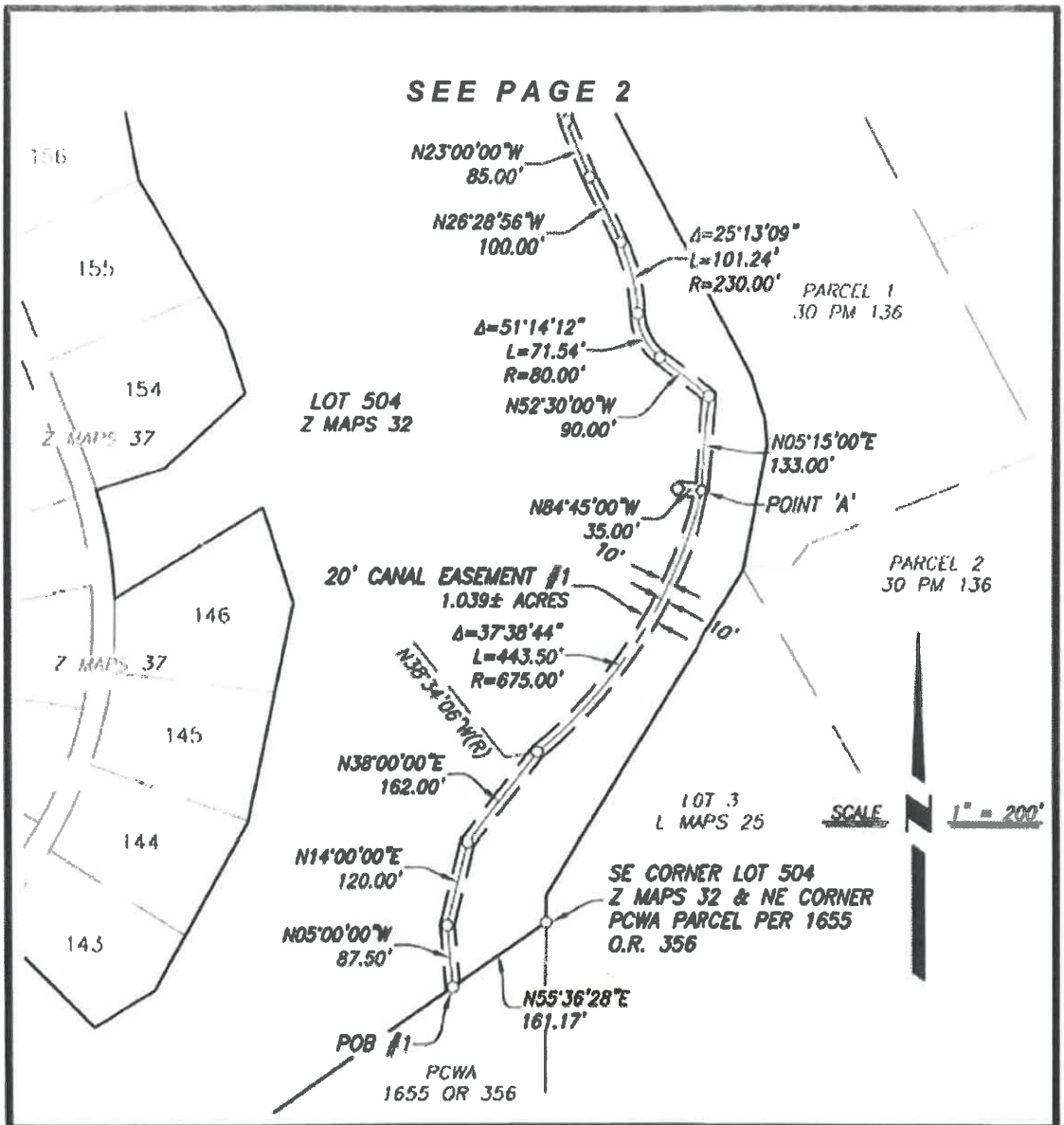
LICENSED PROFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA 95678
Phone 916-773-4005 Fax 916-773-4406

DRAWN BY: BB
CHECKED BY: MH
SHEET: 2 OF 2
DATE: 07-13-19

FILE: K:\113600\SURVEY\CANAL ESMT LOT 504.dwg

PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 2 OF 3



20' CANAL EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

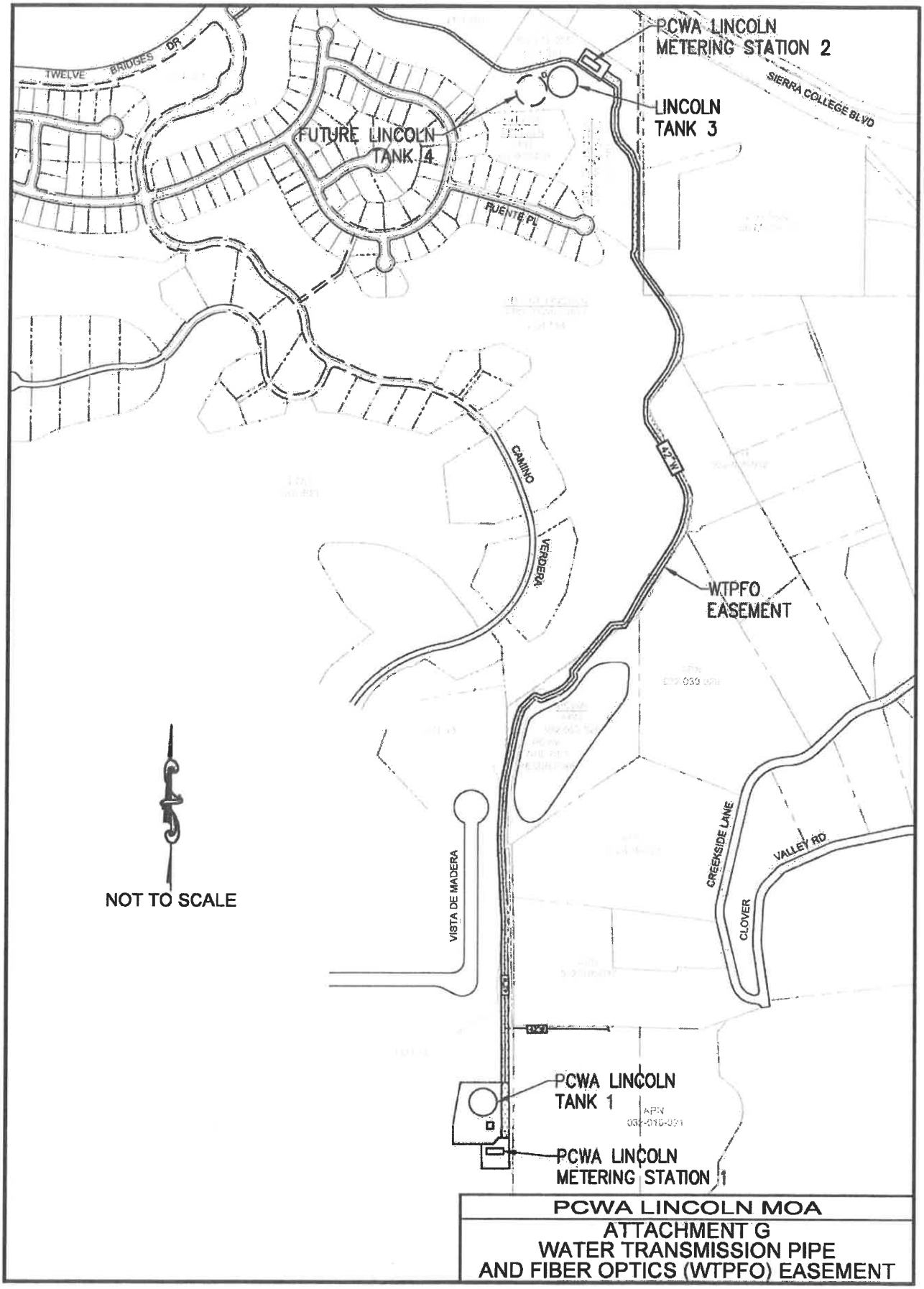
LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 Roseville CA 95678
Phone 916 773-4000 Fax 916-773-4998

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	07-13-20

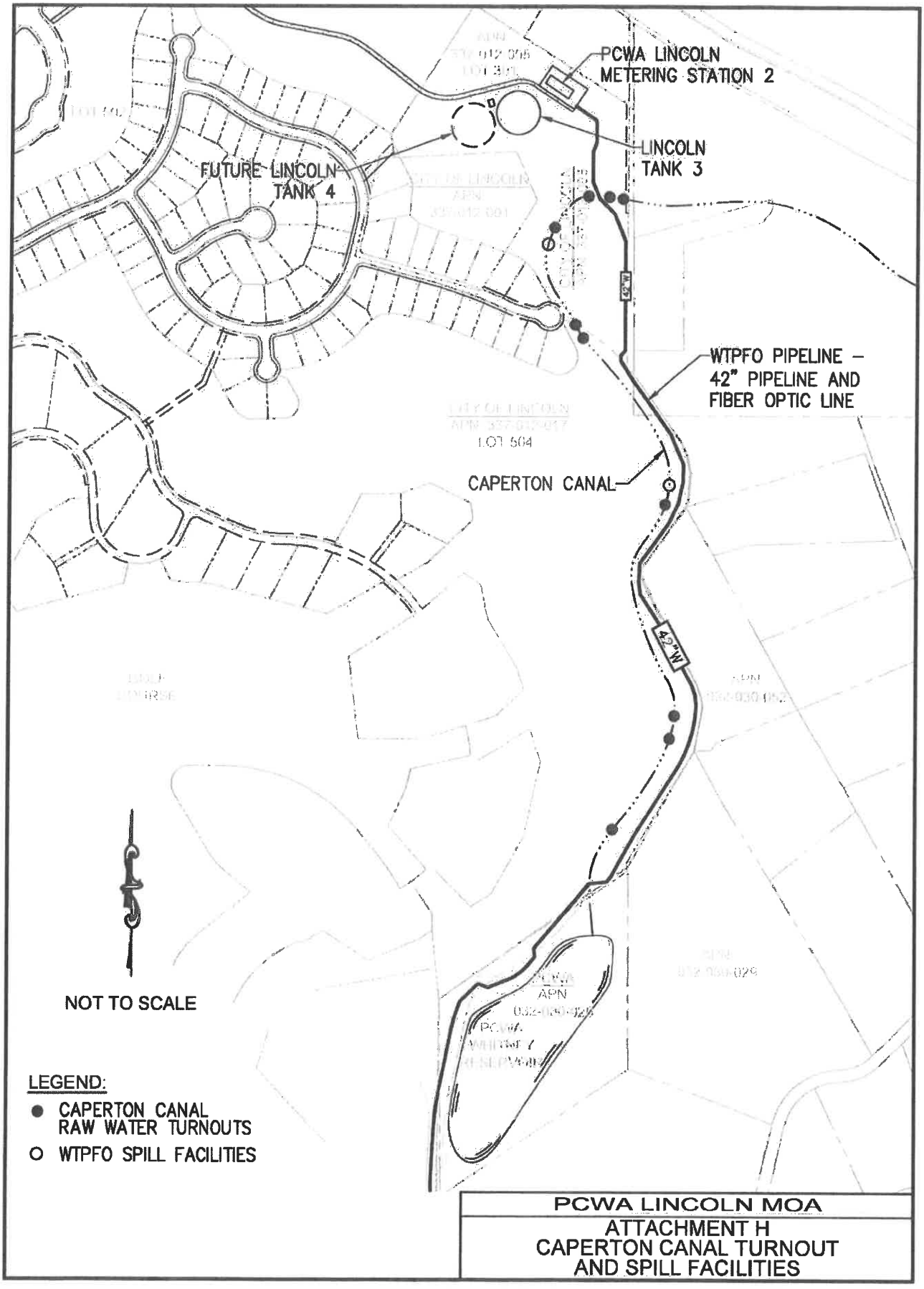
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PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 3 OF 3



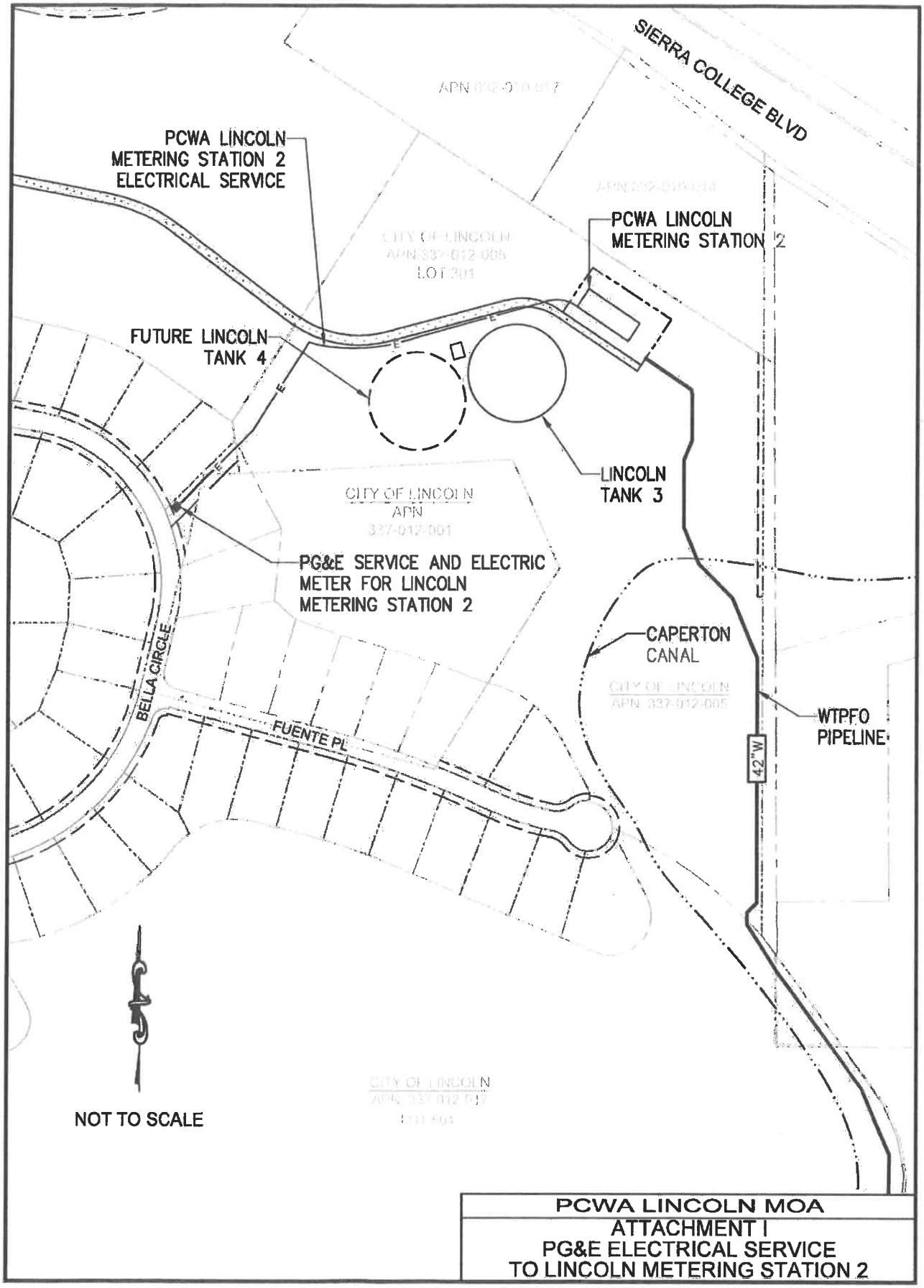
PCWA LINCOLN MOA

ATTACHMENT G
WATER TRANSMISSION PIPE AND FIBER OPTICS (WTPFO) EASEMENT



PCWA LINCOLN MOA

ATTACHMENT H
CAPERTON CANAL TURNOUT AND SPILL FACILITIES



PCWA LINCOLN MOA
ATTACHMENT I
PG&E ELECTRICAL SERVICE
TO LINCOLN METERING STATION 2

SUMMARY OF CALIFORNIA RECORDING LAWS

1. Any instrument, paper, or notice submitted for recording must be authorized or required by law to be recorded, meet the requirements of statute, and contain original signatures except as otherwise provided by law, or be originally certified by a government agency.
2. Any document submitted must indicate the title or titles of the document(s) contained therein. Titles should appear on the first page, directly below the space reserved for the Recorder.
3. Recording fees for documents which contain only 8 ½" by 11" pages will not change. However, for any document which contains a sheet or sheets which do not measure 8 ½" by 11", an additional fee of $3.00 for every page of that document will apply.**
4. Any document submitted for recording shall have at least a ½" margin on each vertical side. In addition, the top 2 ½" of the first page shall be reserved for recording information with the left hand 3 ½" used by the public to show the name of the person requesting recording and the name and address to which the document is to be returned following recording. The right hand portion of the space is for use by the recorder only.
5. If a document modified, releases, or cancels provisions of a previously recorded document, it must contain the recorders identification number of the prior document.

**** (PCWA REQUIRES 8 ½" BY 11" AND 12 FONT TIMES NEW ROMAN)**

GUIDELINES FOR PREPARATION OF NEW FORMS

In addition to compliance with the requirements outlined above, any form developed for recording should also follow these general guidelines.

1. 8 ½" by 11" single-sided sheet of white paper, preferably 16 lb or heavier.
2. If multiple notary acknowledgements are used, they should be on separate 8 ½" by 11" sheets, and not stapled or taped to the document on half sheets.
3. Exhibits should appear on separate pages, be properly marked, and be referred to in the body of the main document. Exhibits, including plats, must have the ½ inch vertical margin.
4. All information required by the statute which provides for the creation of the document must be there. In addition, all recording requirements must be met.

RECORDING REQUESTED BY AND
FOR THE BENEFIT OF:

Placer County Water Agency

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO:

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

Space above for Recorder's use only

For internal use only:
T12N, R07E, Sec. 30, NE ¼
Facility Name: Lincoln Metering Station #2
APN: 337-012-005
Project No. and Name: FA 2521 – Lincoln-Penryn Phase III Pipeline Ptn. Pcl1 Bk.511 Pg 371
Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D) Transfer to Government Agency
The undersigned grantor(s) declare(s)
Documentary transfer tax is $0 per R&T Code § 11922

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated Area of [X] City of Lincoln

Declared by: _____

GRANT OF EASEMENT FOR UTILITIES AND ACCESS

FOR VALUABLE CONSIDERATION, the **CITY OF LINCOLN** (hereinafter called "GRANTOR") hereby grants to the **PLACER COUNTY WATER AGENCY**, (hereinafter called "AGENCY") a non-exclusive permanent easement for utilities purposes, including but not limited to, electrical lines and associated conduit, telecommunication lines and associated conduit, and appurtenances associated thereto, together with a non-exclusive permanent easement for access in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way for the purpose of ingress and egress for access across GRANTOR'S property.

GRANTOR further grants to the AGENCY:

(a) the right to grade the easement area for the full width thereof as well as the right to surface the area if required to prevent erosion and/or ensure safe passage;

(b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(c) the right to use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on existing or future gates installed in any such fences;

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Right of Entry, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

City of Lincoln

By: _____

Print Name: Sean Scully

Title: City Manager

Date: 6/27/23

(Signature must be acknowledged by a Notary Public)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement COL to PCWA APN #337-012-005
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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EXHIBIT "A"
PUBLIC UTILITY EASEMENT
LEGAL DESCRIPTION

All that real property situated in the City of Lincoln, County of Placer, State of California, located in Section 30, Township 12 North, Range 7 East, M.D.M., being a portion of Lot 301 as shown on the "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Official Records more particularly described as follows:

Easement 1

A strip of land 20 feet in width the centerline of which is described below:

Commencing at the Northeast corner of said Lot 301, thence along the North line of said Lot 301 North 57"10'47" West, 179.36 feet; thence leaving said North line South 33°46'37" West, 37.01 feet; thence North 56°13'23" West, 177.00 feet; thence South 33°46'37" West, 91.00 feet to the **True Point of Beginning**; thence along the arc of a curve to the left having a radius of 80 feet, through a central angle of 48°21'57", subtended by a chord bearing North 80°24'21" West, 65.54 feet, an arc distance of 67.53 feet; thence South 75°24'40" West, 307.32 feet; thence along the arc of a curve to the right having a radius of 130 feet, through a central angle of 46°58'47", subtended by a chord bearing North 81°05'56" West, 103.63 feet, an arc distance of 106.59 feet; thence South 32°49'13" West, 250.66 feet; thence South 45°04'33" West, 8.68 feet to a point on the Northeasterly line of Lot 304 as shown on the "Final Map No. 2003-155 Verdera Village 18" filed in Book Z of Maps at Page 33, Placer County Official Records from which the most Northerly corner of said Lot 304 bears North 07°40'33" West, 20.10 feet.

Sidelines of described 20 foot strip of land are to be elongated or shortened to end on the Eastern boundary line of said Lot 304.

The Basis of Bearings for this description is the Northerly line of said lot 301 North 57°10'47" East as shown on the "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Official Records

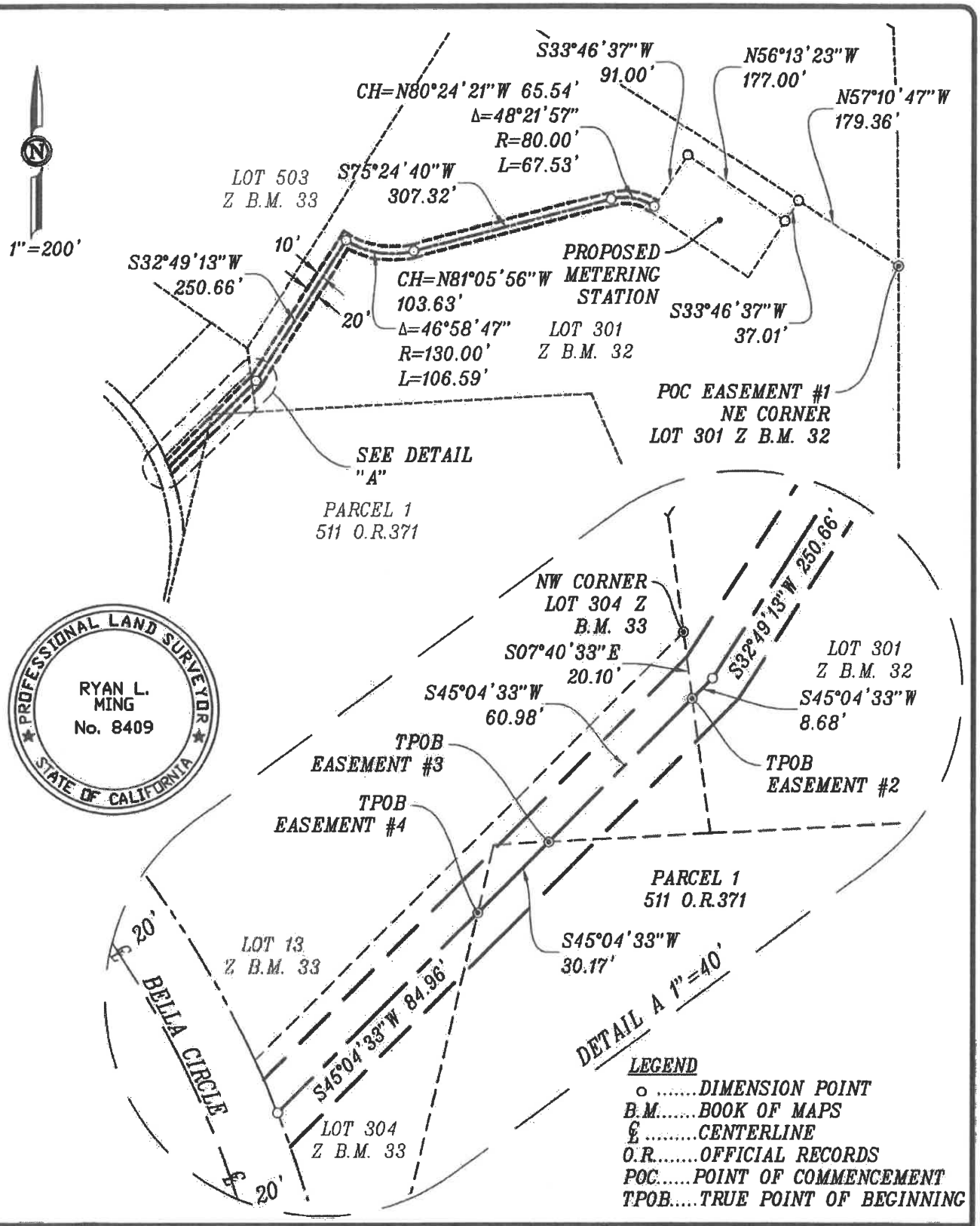
End of description

This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyor's Act.

Ryan L. Ming P.L.S. 8409

2/14/23
Date





SHEET 1 OF 1

EXHIBIT B

PUBLIC UTILITY EASEMENT
PORTION OF LOT 301 Z B.M. 32, LOT 304 & PARCEL 1 511 O.R. 371
AS SHOWN ON "VERDERA VILLAGE 18" Z B.M. 33
CITY OF LINCOLN COUNTY OF PLACER STATE OF CALIFORNIA

UNICO ENGINEERING
110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916.900.6623 | unicoengineering.com

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 30, NE1/4
A.P. No: 337-012-005-000, 337-012-008-000 and 337-012-001-000 Project Type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT DEED

FOR VALUABLE CONSIDERATION, the **City of Lincoln, a municipal corporation** (hereinafter GRANTOR) hereby grants to **Placer County Water Agency** (hereinafter AGENCY), in fee simple title, all that certain real property situated in the City of Lincoln, County of Placer, State of California, described as follows:

See attached legal description marked as Exhibit "A"
and corresponding plat map marked as Exhibit "B"

In the event of any conflict between the PROPERTY, as described in Exhibit "A", and the PROPERTY as depicted in Exhibit "B", the description of the PROPERTY in Exhibit "A" controls.

GRANTOR also grants to AGENCY a non-exclusive easement for ingress to and egress from the PROPERTY over and across all that certain real property owned by GRANTOR described as follows: Lot 301 and Lot 503 of the Final Map No. 2003-156 Verdera Large Lot Subdivision, recorded on September 22, 2003, in Book Z of Maps, Page 032, Placer County Official Records; and over and across that certain parcel identified as Parcel 1 in the Grant Deed recorded on November 21, 1947, in Book 511 at Page 371, Placer County Official Records.

The above-described easement for ingress to and egress from the PROPERTY is limited to the most reasonable route required by AGENCY to access the PROPERTY.

City of Lincoln, a Municipal Corporation

By: _____ 6/27/23
Sean Scully Date
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 *Date* before me, Gwen Scanlon, Notary Public, *Here Insert Name and Title of the Officer*

personally appeared Sean Scully *Name(s) of Signer(s)*

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed COL to PCWA APN's 337-012-005, -008 & -001
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'

A portion of Lot 301 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., City of Lincoln, Placer County, California, described as follows:

Beginning at a point from which the Northeast corner of said Lot 301 bears the following two (2) courses:

1) North 33°46'37" East 37.01 feet to the North line of said Lot 301,
2) Along said North line, South 57°10'47" East 179.36 feet,

Thence, from Said Point of Beginning, South 33°46'37" West 101.00 feet;

Thence, North 56°13'23" West 177.00 feet;

Thence, North 33°46'37" East 101.00 feet;

Thence, South 56°13'23" East 177.00 feet to the Point of Beginning.

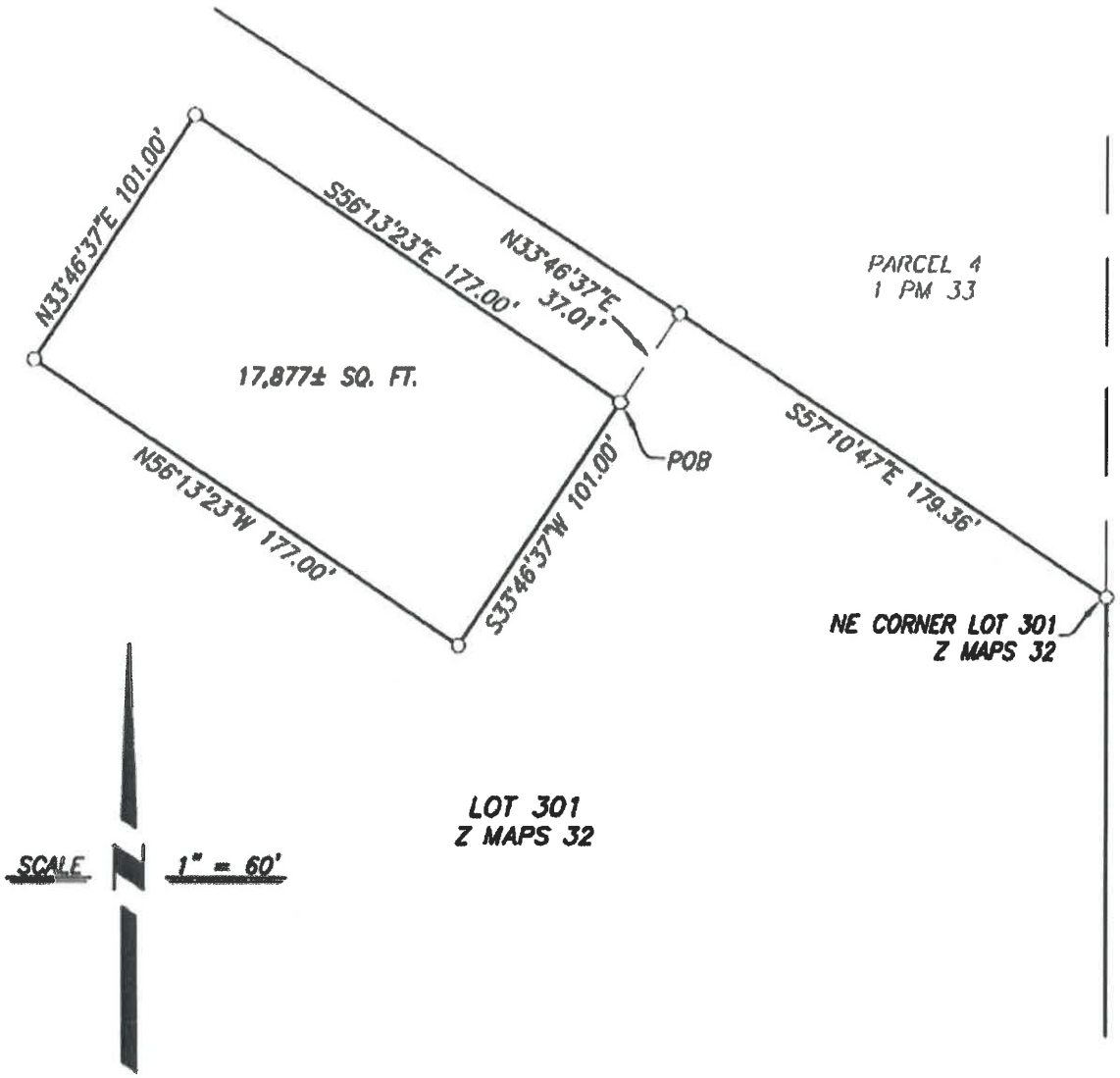
Containing 17,877 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



3/22/19

Exhibit 'B'



A PORTION OF LOT 301, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA · 95678
Phone 916-773-4008 Fax 916-773-4496

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	03-22-19

FILE: K:\11.5600\SURVEY\EASEMENT 5.dwg

RECORDING REQUEST BY

City of Lincoln

No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

City of Lincoln City Clerk
600 6th Street
Lincoln, CA 95648

This space for recorder's use only

For internal use only:
T.___N.,R.___E.SEC.___,___1/4
A.P. No: 337-012-007
Project: Verdera 5MG Water Tank #3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11922

GRANT OF ACCESS AND PIPELINE EASEMENT

FOR VALUABLE CONSIDERATION, **VERDERA COMMUNITY ASSOCIATION** (hereinafter called "GRANTOR") hereby grants to the **City of Lincoln, a Municipal Corporation** (hereinafter "CITY") a non-exclusive permanent easement for the purpose of ingress and egress to adjoining lands across GRANTOR'S property, described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, by existing roads and lanes thereon, or if at any time no such roads or lanes exist, then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, pursuant to the purpose of the right granted.

Additionally, GRANTOR grants herein a non-exclusive easement to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, above and below ground appurtenant facilities, including but not limited to metering equipment, water sampling stations, gate valves, air valves, and blow-off valves. Said easement shall be in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B, the description in Exhibit "A" controls.

GRANTOR further grants to CITY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

(b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the CITY'S rights hereunder; provided, however, that all trees which the CITY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be removed by the CITY;

(c) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install City locks on existing or future gates installed in any such fences; and

(d) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground.

Any damages caused by CITY on GRANTOR'S property, including damage to paved surfaces, shall be repaired and restored by CITY to GRANTOR'S satisfaction at CITY'S sole expense.

Any work performed by CITY on GRANTOR'S property, is at CITY'S sole expense. CITY shall provide written notification to GRANTOR at least 48-hours in advance of any proposed work on GRANTOR'S property.

INDEMNITY

The CITY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the CITY or by any wrongful or negligent act or omission of the CITY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Tony P. Manning

Name Tony Manning
President, Verdera Community Association

06·03·2022

Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the City and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On June 3, 2022 before me, Odilia Anne Gix, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Manning
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ODILIA ANNE GIX
Notary Public - California
Placer County
Commission # 2360640
My Comm. Expires Jun 9, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Odilia A. Gix

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Verdera HOA

Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
40' Pipeline Easement

A portion of Lot 502 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., Placer County, California, described as follows:

A 40' wide strip of land, the centerline of which is described as follows:

Beginning at a point on the East line of said Lot 502, from which the Northeast corner thereof bears North 02°21'36" West 141.95 feet; thence, from the Point of Beginning, along the following five (5) courses:

1) South 88°07'54" West 8.06 feet,
2) South 80°22'36" West 20.00 feet to the beginning of a 650.00 foot radius tangent curve to the left,
3) Along said curve through a central angle of 27°51'44" a distance of 316.09 feet,
4) South 52°30'52" West 97.02 feet;
5) North 82°29'08" West 132.26 feet to a point on the Northwest line of said Lot 502.

The sidelines of the above described strip of land to be lengthened or shortened so as to terminate at the boundary of said lot 502.

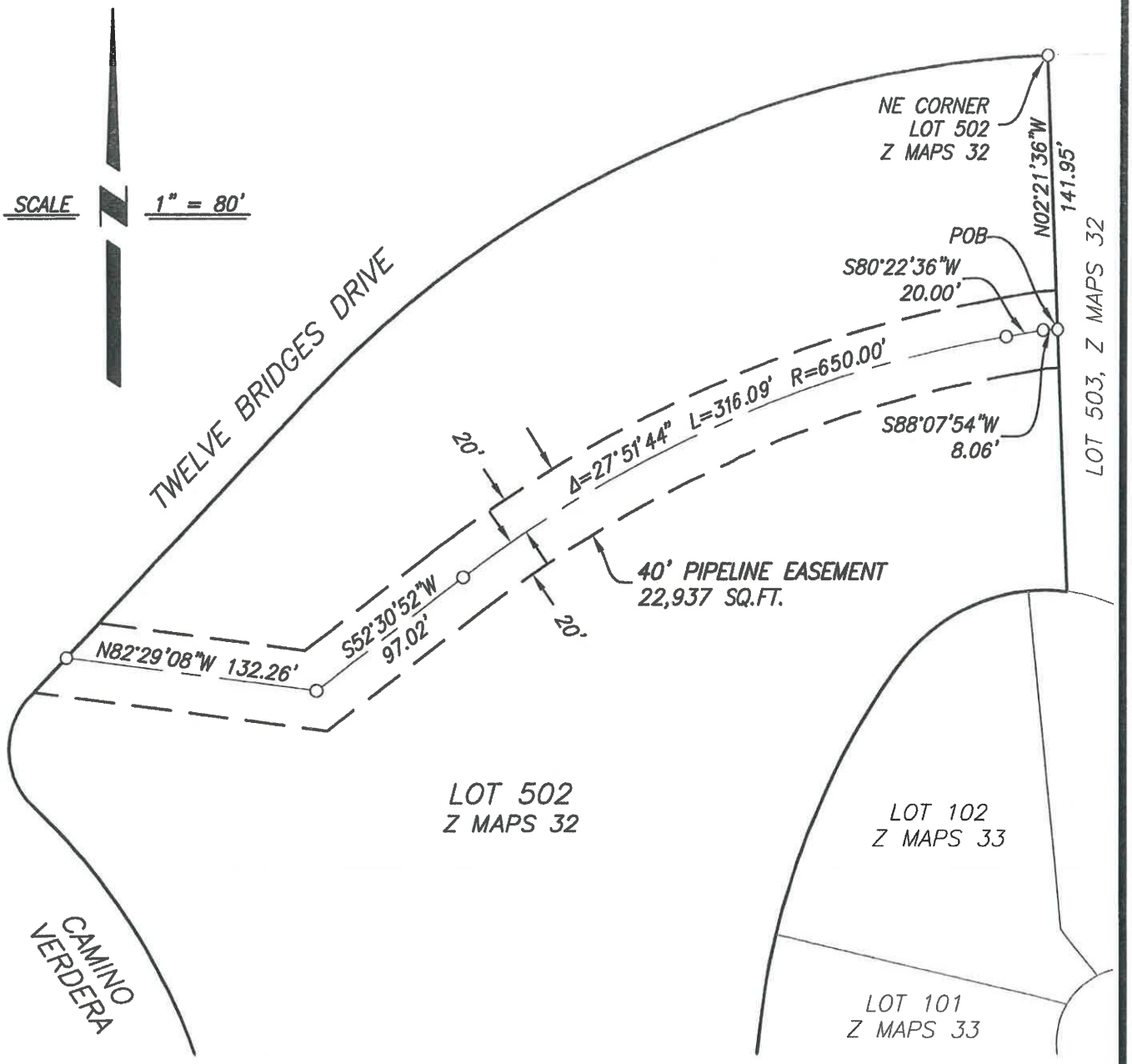
Containing 22,937 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



6/30/2020

Exhibit 'B'



40' PIPELINE EASEMENT
LOT 502, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA · 95678
Phone: 916-773-4006 Fax: 916-773-4498

DRAWN BY:	BB
CHECKED BY:	MH
SHEET:	1 OF 2
DATE:	06-30-20

FILE: K:\113600\SURVEY\WATERLINE ESMT LOT 502.dwg

City of Lincoln

CERTIFICATE OF ACCEPTANCE
GRANT OF ACCESS AND PIPELINE EASEMENT

Ref: APN 337-012-007

The City of Lincoln, a Municipal Corporation, hereby accepts the **GRANT OF ACCESS AND PIPELINE EASEMENT,** a non-exclusive permanent easement for the purpose of ingress and egress to adjoining lands across property owned by **VERDERA COMMUNITY ASSOCIATION**, described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, in the County of Placer, State of California, as further described in that certain document entitled **GRANT OF ACCESS AND PIPELINE EASEMENT** consisting of the preceding five pages (attached), signed by Verdera Community Association President Tony Manning and dated 06-03-2022.

City Clerks Statement:

I herby certify that Resolution No. 2023-044 was adopted on the 14th day of March, 2023, by the City Council, City of Lincoln, authorizing the City Manager to accept the GRANT OF ACCESS AND PIPELINE EASEMENT on behalf of the City and is attached hereto.

6/27/2023 — Date

Gwen Scanlon — Gwen Scanlon, City Clerk, City of Lincoln

Certificate of Acceptance:

This is to certify that the interest in real property conveyed to the City of Lincoln, a Municipal Corporation, by the within instrument, the provisions of which are incorporated by the attached document as though fully set forth in this certification, is hereby accepted by the undersigned office, on behalf of the City pursuant to the authority conferred by the City of Lincoln City Council Resolution No. 2023-044, and the City consents to recordation thereof by its duly authorized officer.

6/29/23 — Date

Sean Scully, City Manager, City of Lincoln

See following page for Acknowledgement

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully,
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Cert. of Acceptance Vedera HOA to COL Grant of Access & Pipeline Easement

Document Date: APN# 337-012-007 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2019 National Notary Association

RECORDING REQUEST BY

Placer County Water Agency

No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T.___N.,R.___E.SEC.___,___1/4
A.P. No: 337-012-007 project type: treated
Project: Lincoln Metering Station #2

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11922

GRANT OF EASEMENT FOR INGRESS AND EGRESS

FOR VALUABLE CONSIDERATION, **VERDERA COMMUNITY ASSOCIATION** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency, a public body,** (hereinafter called "AGENCY"), a non-exclusive permanent easement for purposes of ingress and egress over and across, that certain parcel of land described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, by means existing roads and lanes thereon, or if at any time no such roads or lanes exist, then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, pursuant to the purpose of the right granted.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

(b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove,

if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be chipped, or removed at the discretion of the AGENCY; and

(c) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install AGENCY locks on existing or future gates installed in any such fences.

Any damages caused by AGENCY on GRANTOR'S property, including damage to paved surfaces, shall be repaired and restored by AGENCY to GRANTOR'S satisfaction at AGENCY'S sole expense.

Any work performed by AGENCY on GRANTOR'S property, is at AGENCY'S sole expense. AGENCY shall provide written notification to GRANTOR at least 48-hours in advance of any proposed work on GRANTOR'S property.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement for Ingress and Egress, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Tony L. Manning — 06·03·2022

Name Tony Manning — Date

President, Verdera Community Association

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On June 3, 2022 before me, Odilia Anne Gix, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Tony Manning
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ODILIA ANNE GIX
Notary Public - California
Placer County
Commission # 2360640
My Comm. Expires Jun 9, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Odilia A. Gix
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Verdera HOA

Document Date: 6/3/2022 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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RECORDING REQUEST BY AND
FOR THE BENEFIT OF

Placer County Water Agency

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO
Placer County Water Agency
Attn: Real Property Program Manager
P.O. Box 6570
Auburn, CA 95604

For internal use only: SPACE ABOVE FOR RECORDER'S USE ONLY
T12N, R07E, SEC. 29 SW ¼ & SEC 30 SE ¼
Facility Name: Caperton Canal; Spill No.
APN: 337-012-017 Project Type: Raw
Project No. and Name:

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D) Transfer to Government Agency
The undersigned grantor(s) declare(s)
Documentary transfer tax is $0 per R&T Code § 11922

[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated Area of [X] City of Lincoln

Declared by: _____

GRANT OF EASEMENT FOR SPILL

FOR VALUABLE CONSIDERATION, **the CITY OF LINCOLN** (hereinafter called "GRANTOR") hereby grant (s) to **PLACER COUNTY WATER AGENCY**, a public body, (hereinafter called "AGENCY") its successors and assigns an exclusive easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in the grant deed recorded as Document No. 2010-0000486, Placer County Official Records (the "Property").

The easement granted herein is a right-of-way to conduct spill flows, consistent with historic use in terms of both flow rate and total volume, from the Caperton Canal across the Property. Such spills shall be released by the AGENCY at AGENCY Canal Station 505+26 and travel downhill in a generally westerly direction.

GRANTOR further grants to the AGENCY the right of ingress to and egress from the easement area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided, further, that if any portion of such land is or shall be subdivided and dedicated roads or

highways on such portion shall extend to the easement area, this right of ingress and egress on the Property shall be confined to such dedicated roads and highways.

GRANTOR reserves the right, at GRANTOR'S sole expense, to change the location at which the AGENCY releases the spill water to a new location suitable for the GRANTOR'S convenience; provided that GRANTOR shall pay all expenses of the AGENCY resulting from such change in location. GRANTOR shall notify the AGENCY a minimum of thirty (30) business days in advance of any such planned change to the location of the spill to allow AGENCY to make the appropriate preparations.

GRANTOR further grants to AGENCY the following incidental rights:

(a) the right from time to time to trim and to cut down and clear away any and all trees, stumps, landscaping, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all wood from all trees which the AGENCY is hereby authorized to cut and remove shall continue to be the property of GRANTOR, but all tops, lops, brush, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(b) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on existing or future gates installed in any such fences;

(c) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(d) the right to line, seal, patch, or replace pipelines and other facilities, installed in the easement area.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ENCROACHMENT

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area for purposes which will not interfere with the AGENCY'S full enjoyment of the rights herein granted; provided, that GRANTOR shall not obstruct the easement area nor modify the course of the natural flow.

GRANTOR:

CITY OF LINCOLN

By: _____

Print Name: Sean Scully

Title: City Manager, City of Lincoln

Date: 6/27/23

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement for Spill Ac to PCWA Apn# 337-012-017
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 29, NW/4
A.P. No: 032-020-053-000 project type: treated & raw
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, lined or unlined canals, open ditches, flumes, and above and below ground appurtenant facilities, including but not limited to metering devices, water sampling stations, gate valves, electrical/electronic equipment including poles, antennae, solar panels, fiber optic conduits, and electrical cabinets, and equipment necessary to convey and/or meter water and the right to convert said ditch or flume to pipeline.

GRANTOR further grants to the AGENCY

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on September 20, 2017, in document number 2017-0072626 Official Records of Placer County, by means of roads and

lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways thence along and adjacent to said easement;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to limit or prohibit access to the easement area during construction or repair of the facilities within the easement. AGENCY shall endeavor to keep any such disruptions to the shortest time reasonably necessary to complete such construction or repairs; and

(g) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____ _____
Sean Scully Date
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 (Date) before me, Gwen Scanlon, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Sean Scully (Name(s) of Signer(s)),

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement COL to PCWA Apn # 032-020-053

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline and Canal Easement

All that land described in the Grant Deed to the City of Lincoln recorded September 20, 2017 as Document No. 2017-0072626, Placer County Records, being located in Section 29, Township 12 North, Range 7 East, M.D.M.



3/22/19

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 30, NE1/4
A.P. No: 337-012-005-000 project type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on August 05, 2008, in document number 2008-0063334 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____ Date 6/27/23
Sean Scully
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-005
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline Easement

A portion of Lot 301 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., City of Lincoln, Placer County, California, described as follows:

Beginning at the Southeast corner of said Lot 301; Thence, from the Point of Beginning, along the South line of said Lot 301, being an 800.00 foot radius curve to the left, from a radial bearing of South 48°04'01" West, through a central angle of 05°01'10" a distance of 70.08 feet;

Thence, leaving said South line along the follow twenty-seven (27) courses:

1) North 45°01'37" East 12.84 feet to a point which is 40.00 feet West of the East line of said Lot 301,
2) North 00°01'37" East 472.95 feet,
3) North 22°28'23" West 70.24 feet to the beginning of an 80.00 foot radius tangent curve to the left,
4) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
5) North 44°58'23" West 48.69 feet to the beginning of a 120.00 foot radius tangent curve to the right,
6) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,
7) North 22°28'23" West 34.08 feet to the beginning of a 120.00 foot radius tangent curve to the right,
8) Along said curve, through a central angle of 22°30'00 a distance of 47.12 feet,
9) North 00°01'37" East 93.54 feet to the beginning of a 70.00 foot radius tangent curve to the right,
10) Along said curve, through a central angle of 22°30'00" a distance of 27.49 feet,
11) North 22°31'37" East 19.31 feet to the beginning of a 30.00 foot radius tangent curve to the left,
12) Along said curve, through a central angle of 22°30'00" a distance of 11.78 feet,
13) North 00°01'37" East 78.06 feet,
14) North 56°13'23" West 90.93 feet to a point from which the Northeast corner of said Lot 301 bears North 33°46'37" East 138.01 feet and South 57°10'47" East 179.36 feet;
15) North 33°46'37" East 60.00 feet,
16) South 56°13'23" East 98.95 feet,
17) South 00°01'37" West 123.49 feet to the beginning of a 70.00 foot radius curve to the right,
18) Along said curve, through a central angle of 22°30'00" a distance of 27.49 feet,
19) South 22°31'37" West 19.31 feet to the beginning of a 30.00 foot radius curve to the left,
20) Along said curve, through a central angle of 22°30'00" a distance of 11.78 feet,
21) South 00°01'37" West 93.54 feet to the beginning of an 80.00 foot radius tangent curve to the left,
22) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
23) South 22°28'23" East 34.08 feet to the beginning of an 80.00 foot radius tangent curve to the left,
24) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
25) South 44°58'23" East 48.69 feet to the beginning of a 120.00 foot radius tangent curve to the right,
26) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,

27) South 22°28'23" East 78.20 feet to the East line of said Lot 301,

Thence, along said East line of Lot 301, South 00°01'37" West 539.99 feet to the Point of Beginning.

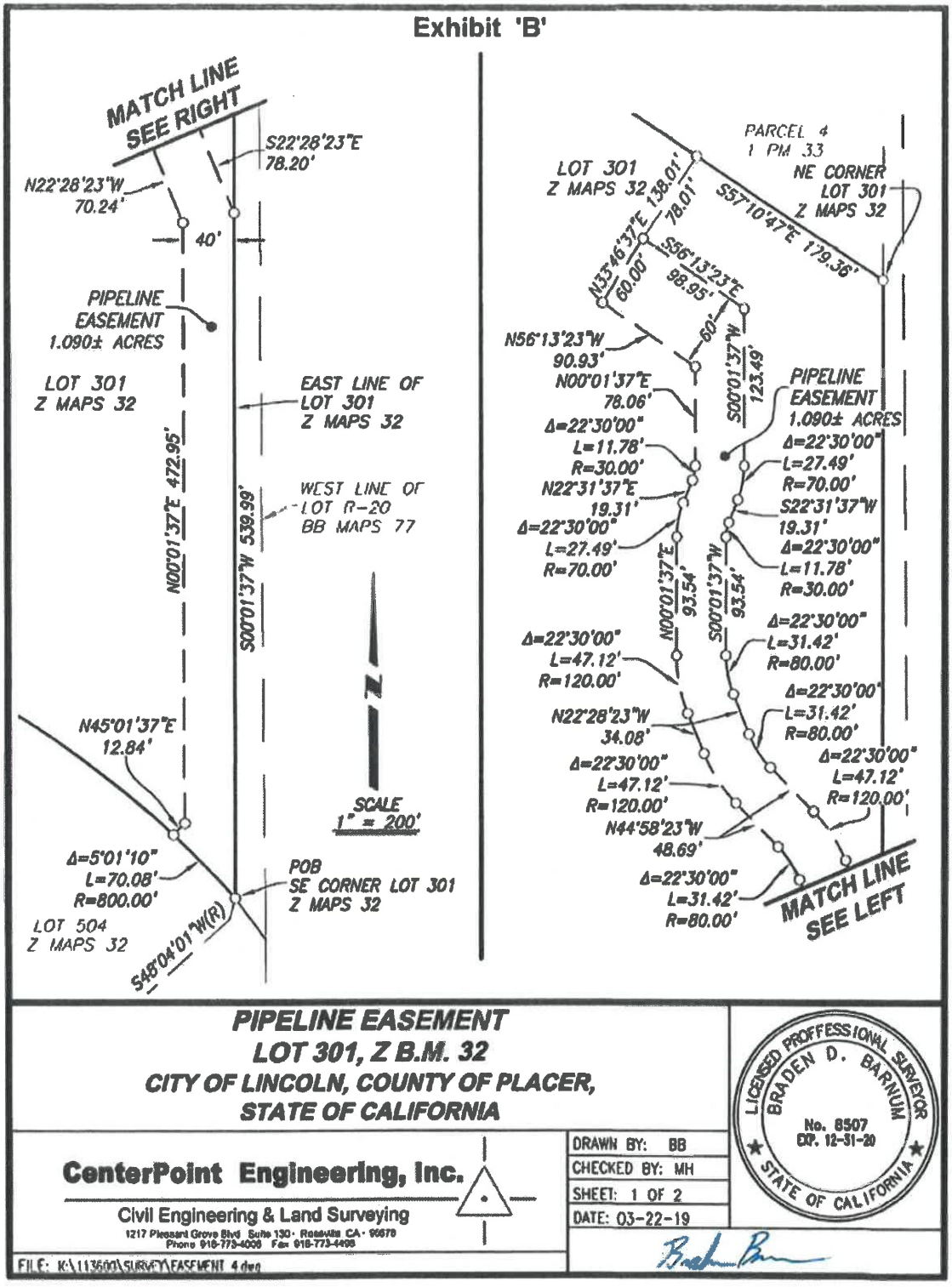
Containing 1.090 acres, more or less.

The Basis of Bearings of this description "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



3/22/19

Water Esmt Lot 301



Water Esmt Lot 301

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 29 SW/4 and SEC. 30 E/2
A.P. No: 337-012-017-000 project type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on January 5, 2010, in document number 2010-0000486 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____ Date 6/29/23
Sean Scully
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Placer }

On 6/27/2023 (Date) before me, Gwen Scanlon, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Sean Scully (Name(s) of Signer(s))

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-017

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline Easement

A portion of Lot 504 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30 and Section 29, Township 12 North, Range 7 East, M.D.M , Placer County, California, described as follows:

Pipeline Easement #1

Beginning at the Southeast corner of said Lot 504, also being the Northeast corner of the parcel described in the Grant Deed to Placer County Water Agency recorded in Book 1655 at Page 356, Placer County Records; Thence, from the Point of Beginning, along the South line of said Lot 504, South 55°36'28" West 395.18 feet;

Thence, leaving said south line along the follow nineteen (19) courses:

1) North 40°17'40" East 251.03 feet,
2) North 85°17'40" East 70.30 feet,
3) North 40°17'40" East 15.83 feet,
4) North 29°02'40" East 158.33 feet to the beginning of a 1020.00 foot radius tangent curve to the right,
5) Along said curve, through a central angle of 4°27'39" a distance of 79.41 feet,
6) North 33°30'19" East 264.56 feet to the beginning of a 530.00 foot radius tangent curve to the left,
7) Along said curve, through a central angle of 29°07'49" a distance of 269.46 feet,
8) North 04°22'30" East 2.75 feet to the beginning of an 180.00 foot radius tangent curve to the left,
9) Along said curve, through a central angle of 32°46'44" a distance of 102.98 feet,
10) North 28°24'14" West 271.79 feet,
11) North 33°40'06" West 150.56 feet,
12) North 07°37'48" West 58.28 feet,
13) North 02°09'48" East 84.68 feet,
14) North 36°54'50" East 209.23 feet,
15) North 26°24'25" East 85.50 feet,
16) North 11°57'36" East 90.14 feet,
17) North 01°01'01" East 64.56 feet,
18) North 23°09'48" West 127.21 feet,
19) North 36°20'06" West 111.91 feet to the East line of said Lot 504,

Thence, along said East line of Lot 504 the following fifteen (15) courses:

1) South 89°57'20" East 45.96 feet,
2) South 37°02'32" East 138.81 feet,
3) South 23°37'26" East 63.39 feet,
4) South 10°45'30" East 71.30 feet,
5) South 04°08'17" West 100.03 feet,
6) South 13°11'52" West 41.31 feet,
7) South 36°29'50" West 307.51 feet,
8) South 17°23'51" West 21.69 feet,
9) South 17°38'16" East 48.80 feet,
10) South 27°59'56" East 472.29 feet,
11) South 18°05'32" East 60.96 feet,
12) South 05°19'27" East 38.49 feet,
13) South 11°02'33" West 177.87 feet,

14) South 31°42'10" West 538.38 feet,
15) South 00°36'10" West 38.42 feet to the Point of Beginning.

Containing 2.580 Acres, more or less.

Pipeline Easement #2

Beginning at the Northeast corner of said Lot 504; Thence, from the Point of Beginning, along the East line of said Lot 504, South 00°22'52" East 63.03 feet;

Thence, leaving said East line the following three (3) courses:

1) North 36°20'06" West 22.61 feet,
2) North 32°29'07" West 110.60 feet,
3) North 00°01'37" East 33.68 feet to the North line of said Lot 504 being an 800.00 foot radius non-tangent curve to the right,

Thence, along said curve, from a radial bearing of South 43°09'41" West, through a central angle of 04°54'20" a distance of 68.49 feet;

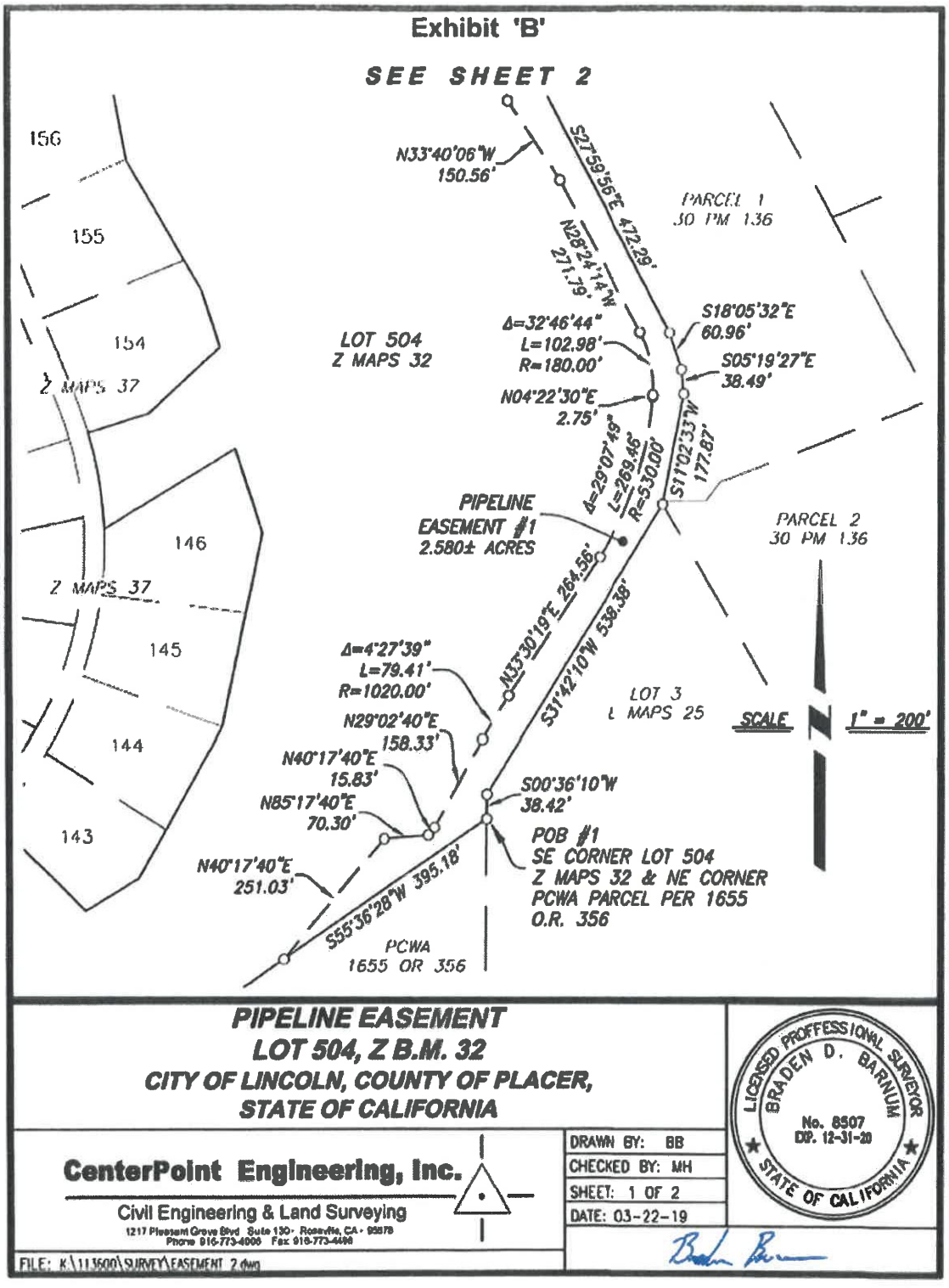
Thence, South 36°21'57" East 41.27 feet to the Point of Beginning.

Containing 3,804 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



3/22/19



Water Esmt Lot 504

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:
T. 12N., R. 07E., SEC. 31, NE1/4
A.P. No: 337-012-040-000 project type: treated
Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)
Reason for exemption: GC27388.1(D)
Documentary Transfer Tax: $0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

(a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

(b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on January 5, 2010, in document number 2010-0000486 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;

(c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;

(d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;

(e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and

(f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR

City of Lincoln, a Municipal Corporation

By: _____ Date 6/27/23
Sean Scully
City Manager

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Scully
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

GWEN SCANLON
Notary Public - California
Placer County
Commission # 2403304
My Comm. Expires May 31, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-040
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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Exhibit 'A'
Pipeline Easement

A portion of Lot 512 as shown on "Final Map No. 2003-224 Verdera Village 13 - Phase 3" filed in Book Z of Maps, at Page 58, Placer County Records, located in Section 31, Township 12 North, Range 7 East, M.D.M., Placer County, California.

All that portion of said Lot 512 lying Northerly of the following described line:

Beginning at a Point on the East Line of Said Lot 512, from which the Southwest corner of Lot 1 as shown on "Tract No. 382 Clover Valley Ranch Unit No. 1", filed in Book L of Maps, at Page 25, Placer County Records, bears South 00°47'26" East 75.00 feet; said Point of Beginning is on the North line of the Water Pipeline Easement described Document No. 2000-0059691, Placer County Records;

Thence, along the North line of said Water Pipeline Easement, West 60.00 feet to a point on the West line of said Lot 512.

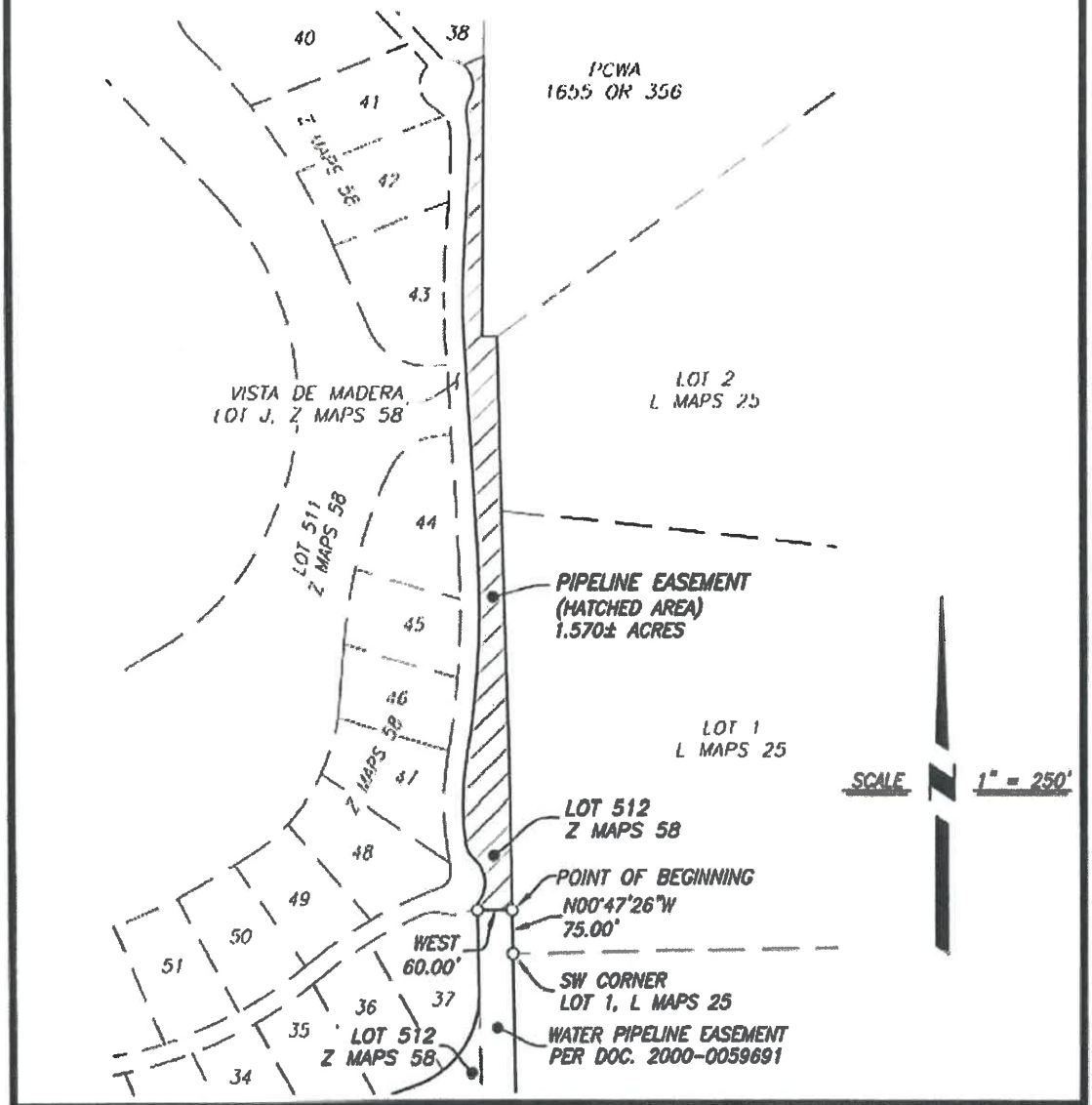
Containing 1.570 Acres, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-224 Verdera Village 13 - Phase 3" filed in Book Z of Maps, at Page 58, Placer County Records.



3/22/19

Exhibit 'B'



PIPELINE EASEMENT
LOT 512, Z B.M. 58
CITY OF LINCOLN, COUNTY OF PLACER, STATE OF CALIFORNIA

LICENSED PROFFESSIONAL SURVEYOR
BRADEN D. BARNUM
No. 8507
EXP. 12-31-20
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.
Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd Suite 130 · Roseville, CA · 95678
Phone: 916-773-4008 Fax 916-773-4498

DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 03-22-19

FILE: K:\113600\SURVEY\EASEMENT 1.dwg

T12N, R07E, SEC 30 SE ¼ & SEC 31 NE ¼
APN: 032-010-020
WHITNEY RESERVOIR PARCEL

RIGHT OF ENTRY AGREEMENT
City of Lincoln Access Through PCWA's Whitney Reservoir Property
1275 Camino Verdera, Loomis, CA 95650

This Right of Entry Agreement (the "Right of Entry") is entered into by and between Placer County Water Agency ("Agency") and the City of Lincoln, a municipal corporation ("Lincoln"). For purposes of this Right of Entry, Lincoln includes its agents, employees, contractors, subcontractors and invitees. The parties agree as follows:

1. **Premises**: Agency grants Lincoln permission to enter its property located at 1275 Camino Verdera, Loomis, California, also identified as Placer County Assessor Parcel Number (APN) 032-010-020 (the "Premises"), for access purposes. Lincoln may access the Premises with Lincoln's vehicles, equipment and personnel for purposes of and relating to the operation and maintenance of Lincoln's facilities associated with the parties' Lincoln-Penryn Pipeline Phase III Project. The Premises is depicted on Exhibit "A", attached hereto and incorporated herein by reference.

2. **Description of Access Rights**: During the Term of this Right of Entry, Lincoln shall have the following rights to the Premises.

a. For the purposes of this Right of Entry, Lincoln and Agency agree to work together to generate an expected work schedule for each day of the week that Lincoln intends to access the Premises (the "Normal Business Hours"). Should Lincoln desire to access the Premises beyond the Normal Business Hours, Lincoln shall obtain the Agency's prior written authorization for such use.

b. There are two gates located at the Premises that are Agency-owned and maintained. Lincoln shall install its own locks on each gate using a daisy-chain locking method such that each party may independently operate and use the gates for access to the Premises.

c. Due to the vulnerability of the Whitney Reservoir site, Lincoln's access across the Premises shall be limited to driving between Lincoln's Tank #1 and Tank #3 sites for routine operation and in-house maintenance activities.

d. Lincoln may drive a full-size, highway-legal pick-up truck not exceeding a one (1) ton payload capacity.

e. Lincoln may access the Premises with alternate vehicles, as it is understood that such vehicles may change from time to time over the term of this Right of Entry,

provided however, that the use of such alternate vehicles shall be restricted to routine operation and maintenance activities.

f. Lincoln shall not use the access route for construction equipment or other heavy equipment without prior written permission from the Agency and any additional insurance requirements as stipulated by the Agency.

3. **Conditions and Restrictions/Standards of Use:**

a. While the Agency's intent is to provide Lincoln with a permanent access route with respect to the Premises, the Agency has an obligation to protect the water supply and therefore, Lincoln's failure to strictly follow any of the conditions and restrictions set forth herein may result in termination of this Right of Entry.

b. Lincoln shall use the road across the northwesterly portion of the Premises (depicted on Exhibit "A" as "Shared Access – Primary"), as the road is currently established. If the northwesterly road is not passable, Lincoln shall have the right to use the road southeasterly of the Whitney Reservoir (depicted on Exhibit "A" as "Shared Access – Secondary") until such time as the primary northwesterly access road becomes passable. Lincoln access across the "Dam Road" shall be prohibited.

c. Lincoln shall close and lock all gates after passing through the gates. Under no circumstances shall any gate be left open, unlocked or "false-" or "dummy-locked".

d. The Premises is protected by a security alarm system and such system is owned and maintained by the Agency. The Agency shall provide Lincoln with an access code to disarm and re-arm the system. This code shall not be shared with any person or persons not directly employed by Lincoln, including any third-party vendor, contractor, or any other person or entity not employed by Lincoln.

e. Lincoln shall be responsible for setting any alarms upon leaving the Premises and securing the site each time Lincoln access the Premises, using the safety and security measures then in use by the Agency. Safety and security systems may change over the term of this Right of Entry, and the Agency shall promptly communicate any such changes to Lincoln if and when they occur.

f. Lincoln shall not perform any work within the Premises without the prior written authorization from the Agency.

g. Lincoln shall immediately notify the Agency of any damage to the property or any improvements within the Premises.

h. Agency maintains the access roads within the Premises in a passable condition for its use only. If Lincoln desires to make additional improvements to the northwesterly or southeasterly access road, such improvements shall be at Lincoln's sole cost and expense. Any improvements to the access roads by Lincoln may commence only after receiving prior written authorization from the Agency.

i. Lincoln agrees and understands that the refueling of any vehicle(s) or equipment within the Premises is strictly forbidden.

j. Lincoln shall not do anything or permit anything to be done, in or about the Premises that might subject the Agency to any liability or responsibility for any injury or damages to any person or property by reason of any activity, use, business operation or other practice conducted on the Premises.

k. Disposal, Use and Storage of Hazardous Materials. Lincoln shall not store or dispose of hazardous materials on the Premises, nor cause, permit, or allow any officer, agent, employee, contractor, permittee, or invitee of Lincoln to store or dispose of hazardous materials on the Premises.

For purposes of this Right of Entry, "hazardous materials" means any and all substances, products, by- products, waste, or other materials of any nature or kind whatsoever, commonly referred to or defined in any law as a hazardous material or hazardous substance (or other similar term)including, but not limited to: petroleum products, asbestos, chemicals, solvents, flammable materials, explosives, urea formaldehyde, PCB's, chlorofluorocarbons, freon, radioactive materials, or any other toxic material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions.

l. Explosive Materials. Any vehicles containing explosive materials or explosive liquids are expressly prohibited within the Premises.

4. **Insurance:** The parties shall maintain insurance coverage throughout the course of this Right of Entry in accordance with the provisions specified in that certain Memorandum of Agreement Between Placer County Water Agency and the City of Lincoln for Metering Facilities Known as Lincoln Metering Station No. 1 & 2 and Related Facilities (the "MOA") entered into by the parties on June 15, , 2023.

5. **Indemnity:**

a. Agency agrees to save harmless and indemnify Lincoln from any liability, claim or demand which may be made by any person resulting from the negligence of the Agency in the performance of its responsibilities under this Right of Entry, and

further agrees, at its own cost and expense, to defend any action which may be brought against Lincoln resulting from such negligence of the Agency upon request from Lincoln, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of Lincoln in its performance of the terms of this Right of Entry.

b. **Lincoln** agrees to save harmless and indemnify the Agency from any liability, claim or demand which may be made by any person resulting from the negligence of Lincoln in the performance of its responsibilities under this Right of Entry, and further agrees, at its own cost and expense, to defend any action which may be brought against the Agency resulting from such negligence of Lincoln upon the request from the Agency, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of the Agency in its performance of the terms of this Right of Entry.

6. **Damage or Destruction to Agency's Premises, Facilities or Improvements**: If damage occurs to the Premises or to any Agency improvements or facilities on, over, above or below the Premises, Lincoln shall: 1) immediately notify Agency of the type and extent of the damage or destruction; 2) upon Agency's authorization to do so, repair or replace the damaged or destroyed facility, improvement or portion of the Premises; or 3) reimburse Agency, upon receipt of an invoice from Agency, for its costs of labor and materials should Agency determine that the repair or replacement of the damaged or destroyed facility, improvement or portion of the Premises shall be completed by Agency.

7. **Term**: This Right of Entry shall be effective as of the date it is signed by the parties (the "Effective Date") and shall remain in full force and effect until terminated in writing by the parties upon thirty (30) days' prior written notice.

8. **Access Maintained for Agency Operations and Maintenance:** Lincoln shall not, at any time during the term of this Right of Entry, hinder, prevent, block or limit access to the Premises by Agency staff of Agency contractors, subcontractors, consultants or invitees.

9. **Inspection of Premises by Lincoln**: Agency makes no representations as to the condition or suitability of the Premises for the purposes of this Right of Entry and Lincoln accepts the Premises in their As-Is, Where-Is condition.

10. **Notices:** Any and all notices or demands by or from Agency to Lincoln or Lincoln to Agency, shall be in writing. They shall be served either personally or by mail. If served personally, services shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, return receipt requested.

Any notice or demand may be given to:

Lincoln:	Agency:
City of Lincoln	Placer County Water Agency
Attn: Public Works Director	Attn: Brian Rickards
600 Sixth Street	P.O. Box 6570
Lincoln, CA 95648	Auburn, CA 95604

Any party hereto may change the address for notice by giving written notice to the other party according to this Section 10.

11. Surrender at End of Term. Lincoln agrees on the last day of the Term, or sooner termination of this Right of Entry, to surrender the Premises with appurtenances to the Agency in the same condition as when received, reasonable wear and tear thereof accepted. If Lincoln, at the termination of this Right of Entry has not restored the Premises to their original condition, the Agency may take necessary action to restore the Premises to Agency's satisfaction and invoice Lincoln for the cost thereof.

12. Default.

a. Events of Default. The occurrence of any of the following shall constitute a default by Lincoln or, as and where the context allows, by Agency:

(i). In the case of either Lincoln or Agency, failure to perform any other provision of this Right of Entry if the failure to perform is not cured within thirty (30) days after written notice has been given to the defaulting party. If the default cannot be reasonably cured within thirty (30) days, the defaulting party shall not be in default of this Right of Entry if the defaulting party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to endeavor to cure the default.

(ii). The discontinuance of Lincoln's operation and maintenance activities such that access across the Premises is no longer necessary.

b. Default Notices. Notices given under this paragraph shall specify the alleged default and applicable Right of Entry provision or provisions connected thereto, and shall demand that the defaulting party cure the default or quit the Premises. No such notice shall be deemed a forfeiture or termination of this Right of Entry unless the non-defaulting party so elects in the notice. The purpose of the notice

requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California, and to provide the defaulting party a reasonable opportunity to cure the alleged default.

c. Remedies. Upon the occurrence of any one or more of the defaults referenced in Section 13(a) above, Agency shall have the right to terminate this Right of Entry. Upon such termination, Lincoln's right to possession of the Premises shall terminate and Lincoln shall surrender possession and vacate the Premises immediately according to the provisions of Section 12, above. Election by Agency to terminate this Right of Entry shall not prejudice any rights or claims Agency may have for sums remaining due it or for damages or pursuing such other remedies as may be available to Agency by law or equity, all remedies of Agency to be cumulative and not alternative.

13. Entire Agreement: This Right of Entry constitutes the entire agreement relating to the subject matter hereof. Any other prior agreements, promises, negotiations, or representations concerning the subject matter hereof not expressly set forth in this Right of Entry are of no force and effect. Any amendment to this Right of Entry shall be of no force and effect unless it is in writing and signed by each party.

ACKNOWLEDGED:

City of Lincoln, a municipal corporation

By: _____

Print Name: Sean Scully

Title: City Manager

Date: 6/27/23

ACCEPTED:

Placer County Water Agency

By: _____

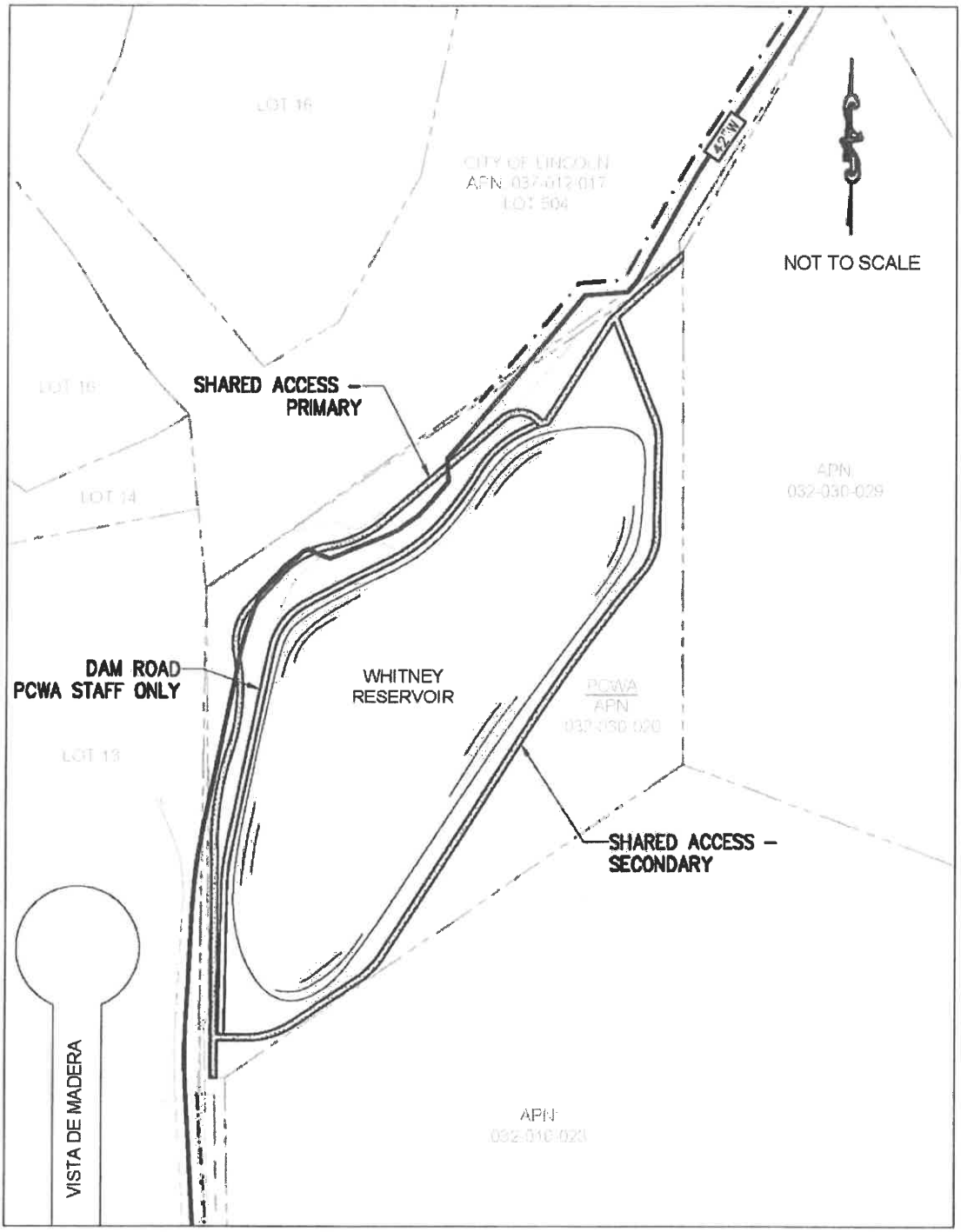
Print Name: Jeremy Shepard

Title: Director, Technical Services Department

Date: _____

Exhibit "A"

Premises


LOT 16
CITY OF LINCOLN
APN 037-012-017
LOT 504
42 PW
NOT TO SCALE
SHARED ACCESS –
PRIMARY
LOT 15
LOT 14
APN
032-030-029
DAM ROAD
PCWA STAFF ONLY
WHITNEY
RESERVOIR
PCWA
APN
032-030-020
LOT 13
SHARED ACCESS –
SECONDARY
VISTA DE MADERA
APN
032-010-023

RESOLUTION 2023 - 044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT AND AMENDMENT NO. 1 TO THE WATER SUPPLY AGREEMENT BETWEEN THE PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS TO PCWA AND ACCEPT A DEED FROM VERDERA COMMUNITY ASSOCIATION

WHEREAS, On December 10, 2012, the City and Placer County Water Agency (PCWA) entered into a Water Supply Contract which included provisions for the financing, design and construction of the Lincoln-Penryn Phase 3 Project (CIP 307, Project) consisting of a water transmission main along the City's easterly limits and a pressure reducing/metering station near Sierra College Boulevard and Twelve Bridges Drive; and

WHEREAS, On September 13, 2016, the City Council adopted a resolution authorizing the City Manager to execute Amendment No.1 to Facilities Agreement No. 2521 (FA 2521) for the upsizing of the pipeline from a 30-inch diameter pipeline to a 42-inch diameter pipeline and upsize the metering station to accommodate 42-inch and 60-inch pipelines; and

WHEREAS, On December 11, 2018, the City Council adopted a resolution authorizing the City Manager to execute Amendment No.2 to FA 2521 to modify terms of treated water capacity in exchange for the City's cost to design and construct the project, and to provide for roles and responsibilities in construction management; and

WHEREAS, On April 13, 2021, in coordination with PCWA the City Council adopted a resolution accepting the CIP 307 improvements and authorizing the City Clerk to file a Notice of Completion for the Project; and

WHEREAS, a Memorandum of Agreement (MOA) was developed by PCWA and City Staff that describes the various details, entitlements, operations, necessary agency cooperation, responsibilities and locations of shared facilities that were constructed with the Project as contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in FA 2521 including identifying shared site access, maintenance of shared access roads, easements and shared fiber optic conduits; and

WHEREAS, FA 2521, the MOA and the City Council Agenda Report associated with this resolution describe in detail the various land transactions needed to complete the Project; and

WHEREAS, In recent years the City's maximum day unregulated water consumption for the high elevation water pressure zone near Catta Verdera has reached or exceeded the current PCWA contract maximum of 1.1-million gallons; and

WHEREAS, City Staff, in consultation with PCWA staff, have determined that increasing the City's maximum day unregulated water supply from PCWA to the high elevation water supply zone in Catta Verdera should be increased by 58,750-gallons to provide for approximately five years of growth plus 59,509-gallons for a 5% operational

contingency for a total increase of 118,259-gallons for a revised contract daily maximum of 1,249,686-gallons or, as defined by PCWA as 1,086.7-Units of Capacity (UOCs); and

WHEREAS, PCWA's current rate for unregulated water is $22,805 per UOC, the cost to purchase the recommended additional maximum day supply in the proposed Amendment No.1 to the Water supply Agreement is $2,345,124.91; and

WHEREAS, the $2,345,124.91 cost to purchase the recommended additional maximum day supply would be covered by redeeming water connection credits generated by the City's construction of CIP 307; and

WHEREAS, execution of the above mentioned Memorandum of Agreement, Amendment No. 1 to the Water Supply Agreement, and acceptance of land grants require subsequent review and ratification by the PCWA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes the City Manager to take any actions necessary to execute:

1. A Memorandum of Agreement with Placer County Water Agency regarding facilities constructed by CIP 307 memorializing the various details, entitlements, operations, necessary agency cooperation, responsibilities and locations of shared facilities that were constructed with CIP 307 as contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in FA 2521 including identifying shared site access, maintenance of shared access roads, easements and shared fiber optic conduits.
2. Grant deeds for the new PCWA Lincoln Metering Station No. 2 and various project related easements conveyed to PCWA, and acceptance of an easement from Verdera Community Association.
3. Amendment No. 1 to the Water Supply Agreement with PCWA to increase the unregulated supply contract daily maximum usage by 118,259-gallons for a revised contract daily maximum of 1,249,686-gallons or 1,086.7-Units of Capacity (UOCs) as defined by PCWA. This includes redeeming water connection credits resulting from construction of CIP 307 and in accordance with PCWA Facilities Agreement 2521.

PASSED AND ADOPTED this 14th day of March, 2023.

AYES: COUNCILMEMBERS: Andreatta, Karleskint, Brown, Lauritsen, Joiner

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Paul Joiner, Mayor

ATTEST:

Gwen Scanlon, City Clerk

RESOLUTION 2023 - 109

RESOLUTION OF THE CITY COUNCIL OF LINCOLN APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LINCOLN AND PLACER COUNTY WATER AGENCY FOR CONSTRUCTION OF ADDITONAL TREATED WATER CAPACITY

WHEREAS, Placer County Water Agency (PCWA) has been planning construction of Ophir Water Treatment Plant (WTP) for more than a decade to meet the growing needs of treated water in the western side of the county; and

WHEREAS, the 2017 Water Master Plan prepared for the City of Lincoln included water management recommendations to support PCWA's decision to design and construct the Ophir Water Treatment Plant. Additionally, the Ophir WTP was identified as a capital program project outside of the city to be completed as necessary to maintain service; and

WHEREAS, current treated water needs, including that of the City of Lincoln, are mostly provided by Foothill WTP in Newcastle; and

WHEREAS, current estimates are that Ophir WTP is needed by 2030 to keep pace with growing demands in both Lincoln and PCWA retail service areas; and

WHEREAS, Lincoln and PCWA have an established history of cooperatively developing treated water infrastructure as the region has grown; and

WHEREAS, the 1998 treated water supply contract has been updated several times, most recently in 2012, which now includes a provision for joint financing of new infrastructure to increase capacity; and

WHEREAS, given the fact that Lincoln and PCWA need Ophir WTP at the same time, and that PCWA anticipates bidding the project in 2025, it is appropriate to take advantage of this contract provision; and

WHEREAS, staff of both parties have negotiated terms for joint financing with two primary objectives: 1) to defray borrowing costs for PCWA and 2) to maximize Lincoln's investment in future capacity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN AS FOLLOWS:

Section 1. The City Council hereby approves the attached agreement (Exhibit A) funding construction of additional treated water capacity; and

Section 2. The City Manager is hereby authorized to execute the attached agreement hereto and incorporated by this reference, including minor revisions that are in substantial conformance with the agreement on behalf of the City of Lincoln.

PASSED AND ADOPTED this 13th day of June, 2023:

AYES:	COUNCILMEMBERS:	Karleskint, Andreatta, Lauritsen, Joiner
NOES:	COUNCILMEMBERS:	
ABSENT:	COUNCILMEMBERS:	Brown

Paul Joiner, Mayor

ATTEST:

Gwen Scanlon, City Clerk

FUNDING AGREEMENT BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN FOR CONSTRUCTION OF ADDITIONAL TREATED WATER CAPACITY

This Funding Agreement for Construction of Additional Treated Water Capacity is entered into by and between Placer County Water Agency, a public agency ("PCWA"), and the City of Lincoln, California, a municipal corporation ("Lincoln") (hereafter, the "Funding Agreement" or "Agreement"). PCWA and Lincoln may be collectively referred to as the "Parties," or each individually as a "Party."

Recitals

A. PCWA is a public agency and the primary water resource agency for Placer County, California, created under the Placer County Water Agency Act, that provides, among other things, retail and wholesale supplies of treated and untreated water to customers throughout the west slope of Placer County.

B. Lincoln is an incorporated city in Placer County that purchases wholesale treated water from PCWA and operates its own retail water system.

C. It is currently estimated that both PCWA and Lincoln will need additional treated water capacity by approximately 2030.

D. PCWA and Lincoln both collect capacity charges from new connections to their respective water systems to pay for the capacity needed when constructing new or expanded infrastructure.

E. To serve the needs of PCWA and Lincoln, PCWA must construct the first phase of its next major water treatment plant ("WTP"), named Ophir WTP. Phase 1 of the project will create an additional capacity of 10 million gallons per day ("MGD").

F. Lincoln wishes to use some of its current funds accrued by way of capacity charges to guarantee future capacity from PCWA's Ophir WTP and related infrastructure.

G. PCWA wishes to minimize the borrowing necessary to fund the construction of Ophir WTP.

H. Article 6(c) of the "Contract between Placer County Water Agency and City of Lincoln for a Treated Water Supply," dated December 10, 2012 (the "Contract") provides the option for joint financing of new infrastructure to increase capacity.

I. PCWA is willing to reduce the Water Connection Charge ("WCC") normally applicable to Lincoln based upon the defrayed borrowing costs for Ophir WTP if Lincoln pays for capacity in advance pursuant to the terms of this Agreement.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals Incorporated:** The foregoing recitals are true and are incorporated by reference.

2. **Purpose:** The purpose of this Agreement is to memorialize the agreement and understanding of the Parties with respect to a partnership that is intended to provide PCWA the funding for construction

of Ophir WTP, to enable PCWA to meet future water delivery obligations in both PCWA and Lincoln service areas, which is contemplated in the Contract.

3. **WCC Currently.** Pursuant to the Contract, Lincoln pays a WCC for "Regulated" Units of Capacity ("UOC"). The current WCC for a UOC of Regulated delivery in 2023 dollars is as follows:

Component	Amount
Treatment	$10,564
Transmission	$7,829
Planning	$95
Total	$18,488

4. **The Proposed WCC for Advanced Payment (the "Partner WCC").** In exchange for Lincoln's advance payment, PCWA shall reduce the treatment component by twenty-seven percent (27%), resulting in a revised total of $15,636 in 2023 dollars for the Partner WCC. This percent reduction is the estimated financing cost for Ophir WTP from PCWA's "Water Connection Charge Cost Study – 2017 Update," dated March 17, 2017.

5. **Purchased Capacity (the "Partner Capacity").** The parties agree that the volume of Partner Capacity purchased is variable based upon the amount of advanced payment(s) made by Lincoln and is expressed in UOC and MGD as follows:

Partner Funding	Partner Capacity	
	UOC	MGD
$35 million	2,239	2.58
$40 million	2,558	2.94
$45 million	2,878	3.31
$50 million	3,198	3.68
$55 million	3,518	4.05

Actual Partner Capacity may be interpolated or extrapolated from the incremental amounts listed.

6. **Terms of Payment.**

a. Lincoln shall submit an initial payment ("Partner Funding") by June 30, 2023.

b. PCWA shall place the Partner Funding in a designated account only used for construction of Ophir WTP.

c. Partner Funding shall be invested and maintained in accordance with PCWA's investment policy with the goal of investing at a market rate yield for the limited duration from the date received until the date the funds are needed for the construction contract for Ophir WTP.

i. Interest and/or dividends earned shall be accumulated in the fund.

ii. Expenses incurred for the management of the funds shall be offset first against interest and/or dividends earned and second against the funding amounts.

iii. PCWA shall report quarterly to Lincoln the type of investment, issuer, purchase date, par value, market value, stated rate and maturity date of the Partner Funding.

d. Lincoln may submit additional payments contributing to the Partner Funding up until such time as PCWA awards a construction contract for Ophir WTP; however, Lincoln's Partner Capacity may not exceed 5 MGD.

7. **Escalations.** Beginning January 1, 2024, the Partner WCC will increase each January 1st by the previous June-to-June annual increase as published in the Engineering News Record Construction Cost Index for the San Francisco region. The parties agree to meet and confer regarding this calculation.

8. **Conversion of Partner Funding to Partner Capacity.** Upon PCWA's award of a construction contract for Ophir WTP, the cash balance of the Partner Funding account shall be converted to Partner Capacity (i.e., UOC and MGD) using the Partner WCC at the time of conversion. The parties agree to meet and confer regarding this calculation.

9. **Construction Timeline.** PCWA's currently planned project timeline for Ophir WTP is as follows, along with provisions for adjustment:

a. Final design work and preparation of bid documents, through 2024;

b. Bidding for construction, award of contract, and mobilization, through 2025; and

c. Construction in 2026, 2027, and 2028.

d. This timeline assumes continuation of the current pace of housing and commercial development in both PCWA and Lincoln service areas. With this timeline, Partner Capacity would be available in 2029. Although both PCWA and Lincoln currently estimate needing the capacity gained by construction of Ophir WTP by 2030, the parties acknowledge this timeline could be delayed by up to several years, depending upon economic conditions and demand.

e. PCWA shall update Lincoln regarding changes to this timeline and the amount of the Partner Funding each year in its annual water supply letter, pursuant to Article 5(f) of the Contract.

f. If PCWA has delayed construction of Ophir WTP and Lincoln needs the additional capacity sooner than planned, Lincoln shall notify PCWA in writing of any requested changes to the timeline at least eighteen (18) months before the date Lincoln wishes for the project to be bid.

10. **Notification of Critical Path Events.** PCWA shall notify Lincoln in writing of the following critical path events for construction of the Ophir WTP:

a. Ninety (90) days in advance of its intent to advertise for construction bids and upon advertisement;

b. One (1) week prior to any recommendation for award of a construction contract to PCWA's board, and within one (1) week after a successful award; and

c. Within one (1) week after recordation of the Notice of Completion ("NOC") of construction.

11. **Partner Capacity Availability.** The Partner Capacity will be available upon recordation of the NOC.

12. **Rate Adjustment.**

    a. The Partner Capacity will be added incrementally to the basis for Lincoln's fixed monthly water rates (fixed charge and renewal and replacement charge) at a rate of 400 UOC per year, effective each January 1 following recordation of the NOC of Ophir WTP, and continue until all Partner Capacity has been added.

    b. If development conditions within the City of Lincoln are such that 400 UOC per year is significantly too high or too low, Lincoln and PCWA may mutually agree to revise this rate by written amendment to this Agreement, to be executed by the City Manager and General Manager.

    c. If Lincoln's actual usage exceeds this incremental increase in capacity, the basis for their fixed monthly water rates will be increased to their actual usage for the year of exceedance and Lincoln will retroactively pay the difference in fixed rates back to January 1.

13. **Separate Agreement:** Nothing in this Funding Agreement is intended to amend or modify the terms, conditions and obligations of the Contract.

14. **No Obligation:** The Parties acknowledge and agree nothing in this Agreement requires, or implies that this Agreement is intended to obligate, Lincoln to contribute to Partner Funding beyond its initial contribution.

15. **Notices:** Any notice to be given under this Agreement shall be provided to those representatives identified in **Exhibit A** and may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by a reputable overnight delivery service; (c) transmission by electronic mail; or (d) personal delivery. Receipt of any notice sent by transmission method (b), (c) or (d) shall be deemed effective upon delivery.

16. **Term and Termination:**

a. This Funding Agreement will take effect as of the last date on which both PCWA and Lincoln have executed same, or on such date as PCWA accepts Lincoln's Partner Funding,

whichever occurs first.

b. This Agreement may be mutually terminated by written agreement of both parties. If the Agreement is mutually terminated by the written agreement of both Parties or by operation of law, any balance of Partner Funding contributed by Lincoln, including interest earned thereon, shall be promptly returned to Lincoln.

c. If PCWA, due to no fault of its own, becomes unable to perform construction of the Ophir WTP due to, for example, protracted environmental litigation, passage of prohibitive laws or regulations, or the effects of extended "Acts of God" such as fire, flood, drought, earthquake, war, terrorism, riots, civil disorders, rebellions, revolutions or pandemic, either party may elect to provide sixty (60) days' written notice of termination of this Funding Agreement to the other party. In such case, PCWA shall promptly return any balance of Partner Funding contributed by Lincoln, including interest earned thereon.

17. **Amendments:** Amendments to this Agreement must be in writing and executed by both Parties.

18. **Assignment:** The rights and duties of the Parties may not be assigned or delegated without the written consent of the other Party and its respective governing body. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.

19. **No Agency:** Each Party understands and agrees that there is no agency or joint venture relationship between the Parties. It is further understood and agreed by the Parties that notwithstanding anything contained herein, the employees of each Party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing Party.

20. **Responsibility for Costs:** Each Party understands and agrees that any internal, in-house or administrative costs, or expenses incurred by either Party related to that Party's obligations hereunder shall be the sole responsibility of the Party incurring said costs and expenses.

21. **No Third-Party Beneficiary:** The Parties understand and agree that this Agreement creates rights and obligations solely among the Parties and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third-person as a third-party beneficiary of this Agreement or any of its items or conditions, or otherwise give rise to any cause of action in any person not a Party hereto.

22. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California. Any action brought on any claims founded on this Agreement shall be brought in the Superior Court of Placer County.

23. **No Conflict:** Nothing in this Agreement is intended to conflict with current law, regulations, or policy. Further, nothing in this Agreement is intended to restrict the authority of either Party to act as provided by law or regulation, or to restrict either Party from enforcing any laws or regulations within its authority or jurisdiction.

24. **Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, but only to the extent that the intent of the Parties can be effectuated without the provision or provisions held invalid, void, or unenforceable.

25. **No Waiver:** The waiver by any Party to this Agreement of any requirements, condition, or provision of this Agreement shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision.

26. **Signatories' Authority:** The Parties represent that the undersigned individuals executing this Agreement are fully authorized to do so by law or other appropriate instrument and to bind the Parties to the obligations set forth herein.

27. **Counterparts:** The Parties agree this Agreement may be executed and delivered in counterparts which, when taken together, shall constitute a fully-executed Agreement. In addition, this Agreement may be executed via electronic transmission and any such electronic signature shall be deemed to be an original signature.

28. **Entire Agreement:** This instrument and any attachments hereto constitute the entire Agreement between the Parties concerning the subject matter hereof.

29. **Interpretation.** The Parties agree and acknowledge they have each had the equal opportunity to review the terms and conditions of this Agreement, enter into the Agreement freely, and that no law governing interpretation of the provisions of the Agreement in favor or against the drafter or either Party is enforceable.

The foregoing is hereby agreed to by the Parties as of the date executed below.

PLACER COUNTY WATER AGENCY

By: _____ Date: _____
Name:
Title:

ATTEST

By: _____ Date: _____
Name:
Title:

CITY OF LINCOLN

By: _____ Date: 6/20/23

Name: Sean Scully
Title: City Manager

ATTEST

By: _____ Date: 6/20/2023

Name: Gwen Scanlon
Title: City Clerk

Approved as to form:

By: _____ Date: 6.15.23

Name: Kristine Mollenkopf
Title: City Attorney

Exhibit A

Placer County Water Agency and City of Lincoln Representatives for Notice

PCWA:

General Manager
Placer County Water Agency (PCWA)
P.O. Box 6570
Auburn, CA 95604
Office: (530) 823-4860

Lincoln:

City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648
Office: (916) 434-2490

CONTRACT BETWEEN PLACER COUNTY WATER AGENCY

AND CITY OF LINCOLN FOR A TREATED WATER SUPPLY

adopted by PCWA Board on 12/10/2

This contract made this 13th day of November, 2012, by and between the Placer County Water Agency, hereinafter referred to as the "Agency", a public agency created by the California Legislature by the Placer County Water Agency Act, and the City of Lincoln, a municipal corporation, located within the Agency, hereinafter referred to as "Lincoln."

RECITALS

The Agency and Lincoln entered into a water supply contract on February 24, 1998, which was supplemented on July 13, 1999, November 7, 2002 and again on December 11, 2006 and expires on December 31, 2012.

The Agency recognizes and acknowledges an existing contribution by Lincoln of $4 million towards facilities construction, as set forth in the Supplement to the Contract between the Agency and Lincoln, dated December 11, 2006, which contribution entitles Lincoln to 351.7 future EDU's (404,455 gpd) through the unregulated delivery facilities.

The Agency and Lincoln now wish to enter into a new water supply contract that consolidates and supersedes the February 24, 1998, as amended and sets forth their mutual understandings and agreement regarding water supplies from the Agency in the future.

1006711 4 80 1

SCANNED

NOW, THEREFORE, the above Recitals are true and correct and incorporated herein by reference, and the parties hereto mutually agree as follows:

ARTICLE 1 – TERM OF CONTRACT

This contract ("Contract") shall supersede the contract of February 24, 1998, as amended and supplemented, and shall become effective on January 1, 2013 and remain in effect through December 31, 2032.

ARTICLE 2 – OPTION FOR CONTINUED SERVICE

At the expiration of the term of this Contract, Lincoln shall be entitled to renewals of this Contract for successive periods not to exceed twenty years at a time, provided that the terms and conditions of each such renewal are agreed upon not later than one year prior to the expiration of the then-existing contract. The renewal contract shall provide for service of water under the same conditions of service as the then-existing contract including time, place, amount and rate of delivery, provided *that* the conditions of service may be altered if necessary to meet regulatory or legal requirements imposed on Agency or Lincoln.

ARTICLE 3 – POINTS OF DELIVERY AND INTERTIES

(a) Points of Delivery. All water furnished pursuant to the Contract shall be delivered to Lincoln at the Lincoln Metering Station adjacent to Lincoln's 5 million gallon storage tank near the Catta Verdera development as shown on **Exhibit A** attached hereto and incorporated herein by reference, and at other locations that may in the future be agreed to in writing by the parties. All locations where water is to be delivered are hereinafter referred to

collectively as "Points of Delivery". Upon agreement as to additional Points of Delivery, Exhibit A shall be amended to show those Points of Delivery. Upon agreement by the Agency, which shall not be unreasonably withheld, Lincoln may also elect to take delivery of water from the Agency at a point along the Agency's existing 18-inch line in Athens Road, provided that Lincoln pays the Agency's full Water Connection Charge ("WCC") at the time of request for such delivery and complies with such additional terms and conditions as are appropriate at that location. Lincoln shall be solely responsible for all costs of constructing the Points of Delivery and all costs of operating and maintaining all Lincoln's facilities beyond the Points of Delivery, provided, however, that the costs of construction of metering stations and facilities upstream of the Points of Delivery shall be a credit against future Water Connection Charges.

(b) Interties. The Agency and Lincoln recognize that there is a mutual benefit in having interties between their respective distribution systems to provide for the exchange of water between Agency and Lincoln under emergency conditions and during planned maintenance periods. These interties will be established and operated in a manner mutually agreed to in writing.

ARTICLE 4 – EXISTING AND PLANNED INFRASTRUCTURE

(a) Existing Infrastructure. The location of the major existing and planned infrastructure elements associated with the delivery of treated water from the Agency to Lincoln are also shown on **Exhibit A**.

(b) Penryn-Lincoln-Sunset Pipeline. Phases 1A, 1B and 2 segments of the Penryn-Lincoln-Sunset pipeline have been completed in accordance with prior agreements between the parties. The Phase 3 segment was envisioned in a prior agreement but has not been constructed as of the date of this Contract.

The Phase 3 segment will extend a pipeline from the Lincoln Metering Station north to Lincoln's City Pond site. The Phase 3 segment will include a new Metering Station at the City Pond site similar to the existing Lincoln Metering Station. Lincoln and the Agency are in the process of negotiating a Facilities Agreement for the construction of the Phase 3 segment, which shall cover issues of timing, funding and changes in Lincoln's Maximum Delivery Entitlement, and the Agency recognizes the existing contribution by Lincoln of $4 million towards the future construction.

(c) Lincoln Metering Station. The existing Lincoln Metering Station, located at the northerly end of the Phase 1B pipeline, includes two separate metering facilities: one for the unregulated metered delivery of water to the high elevation lots of the Catta Verdera development, and one for the flow-regulated metered delivery to the Lincoln Pressure Zone. "Regulation" as used in this Article means the Agency's ability to control the rate of flow and limit flow fluctuations. The Lincoln Metering Station is designed to deliver up to 20 mgd combined (both regulated and unregulated delivery).

(d) Future Facilities. Exhibit A also shows the approximate location of the proposed Ophir Water Treatment Plant ("Ophir WTP") and transmission lines needed to

connect it to the existing Foothill-Sunset system. Completion of these future facilities will increase the Agency's maximum delivery rate capability to Lincoln and the remainder of the Agency's service area.

(e) Reservation of Transmission Capacity. As of the date of this Contract, all payments made by Lincoln, whether direct investments in pipelines or payments of the Agency's WCC, have been incorporated into the calculation of Lincoln's Maximum Delivery Entitlement and Lincoln has no separate or additional rights to transmission capacity in the Agency's system.

ARTICLE 5 – MAXIMUM DELIVERY ENTITLEMENTS

(a) General Provisions

The Agency will supply Lincoln with water each year at the Points of Delivery, up to the maximum quantities and maximum rates of flow specified in this Article, subject to the terms and conditions of this Contract.

During the non-peak season, generally from September to May, but not during a PG&E water service outage, Lincoln may exceed the maximum quantities and flow rates to which it is entitled under the Contract for purposes of performing maintenance on its system, provided that the Agency is notified in advance and determines it has the capability to provide such accommodation of flow rates and quantities.

In an emergency situation within Lincoln's system Lincoln shall have equal access to the Agency's storage and delivery capacity on the same basis as other Agency customers if needed.

In an emergency situation within Agency's system, Lincoln agrees to utilize its alternative groundwater supplies and internal storage capacity to the maximum extent feasible at the request of the Agency.

(b) Current Maximum Delivery Entitlement. As of the date of this Contract, the maximum amount of water which Lincoln may require the Agency to deliver to Lincoln through the regulated delivery facilities in a single day is 17,774,452 gallons, and through the unregulated delivery facilities in a single day is 726,972.5 gallons, for a combined total of 18,501,424.5 gallons per day (Maximum Delivery Entitlement). For purposes of this Contract, a day shall be the twenty-four hour period beginning one second after midnight.

(c) Service to High Elevation Lots. It is anticipated that ultimately there will be approximately 600 dwelling lots within Lincoln's service area at elevations higher than can be served by gravity from the Lincoln Pressure Zone. The Agency agrees that Lincoln may elect to take unregulated delivery from the Agency for these lots, provided that Lincoln first pays to the Agency the Agency's full WCC, as it exists at the time of such payment. To date, Lincoln has paid for WCC credits for a maximum day water delivery of 726,972.5 gallons for the unregulated deliveries for the high elevation lots in Lincoln that are served by the Agency's storage facilities. Should Lincoln desire to purchase additional maximum day capacity for service to high elevation lots, Lincoln shall submit to the Agency a written request specifying the additional maximum day water delivery required. Assuming there is adequate capacity in

the Agency's system to accommodate this request, as determined in the Agency's sole discretion, Lincoln shall pay the full WCC cost per gallon as it exists at that time.

(d) Service to Lincoln Pressure Zone. With the exception of the unregulated delivery to the Catta Verdera high elevation lots, under normal operating conditions Lincoln shall, at its own expense, provide all storage and groundwater facilities necessary to regulate pressures and to accommodate hourly changes in demands within its Lincoln Pressure Zone while receiving uniform regulated deliveries from the Agency.

Lincoln will provide to the Agency on a routine basis, but not more frequently than daily, the required daily volume of water to be delivered to Lincoln. The Agency shall operate control valves which regulate the rate of flow of water from the Agency's system to Lincoln's at the Points of Delivery. At the option of the Agency, deliveries to Lincoln may be made at a uniform rate of delivery over a twenty-four hour period, or at fluctuating rates not to exceed plus or minus 10 percent of the daily average delivery rate, *provided however, that* the Agency may temporarily halt delivery if Lincoln's storage facilities become full.

(e) Increases in Maximum Delivery Entitlement Through Existing Facilities.

The Agency's Foothill-Sunset-Ophir ("FSO") water system has an approximate maximum permitted treatment capacity of 66 mgd and an unallocated treatment capacity of approximately 5.7 mgd as of the date of this Contract, which unallocated capacity is available on a first-come, first-served basis upon payment of the applicable WCC. Lincoln shall have the right to access any or all of the then-unallocated treatment and transmission capacity within

the Agency's FSO water system by paying the WCC applicable to Lincoln in effect at the time payment is made until the existing FSO system reaches capacity, as objectively and quantifiably determined by PCWA.

(f) Annual Notification. The Agency shall notify Lincoln annually in writing of the then-remaining water and capacity which the Agency is able to deliver to and from the FSO water system, and the amount of water and capacity which has been committed to and from the FSO water system since the date of the immediately preceding report.

ARTICLE 6. WATER CONNECTION CHARGES

(a) WCC Applicable to Lincoln for Service from Agency's Existing Infrastructure.

The Agency's current full WCC is composed of five components: (1) a treatment plant component, the amount of which is generally intended to cover the costs of delivering raw water to the treatment plant and providing treatment and clearwell storage facilities; (2) a groundwater component, the amount of which is generally intended to cover the costs of providing groundwater pumping and treatment facilities which the Agency determines is necessary to insure water supply reliability, for emergency backup, periods of drought, or for maintenance or peak management; (3) a storage component, the amount of which is generally intended to cover the costs of providing distribution system storage facilities; (4) a transmission component, the amount of which is generally intended to cover the costs of providing regional transmission facilities; and (5) a planning component, the amount of which is generally intended to cover the costs of regional planning efforts.

Except for service to high elevation lots, as provided in Article 5, the Parties agree that the Agency will not provide distribution system storage or groundwater service to Lincoln and will be providing only a portion of the planning required by Lincoln. Therefore, the WCC components applicable to Lincoln to increase its Maximum Delivery Entitlement from the existing Foothill-Sunset-Ophir system shall be the Agency's treatment component, transmission component and one-half the planning component. As of the date of this agreement the Agency's WCC components for the PCWA Zone 1 treated water service and the amounts applicable to Lincoln for one (1) equivalent dwelling unit (EDU) are as shown in the following table. Also shown is the assumed maximum day demand for one (1) EDU which was used to calculate these charges, and a calculation of the WCC amount per gallon per day of maximum demand ($/GPD).

Component (effective 01/01/12)	Zone 1	Lincoln
Treatment	$5,834	$5,834
Groundwater	648	0
Storage	2,755	0
Transmission	6,807	6,807
Planning	162	81
Total	$16,206	$12,722

1 EDU Max Day Water Use, GPD	1,150	1,150
$/GPD	$14.09	$11.06

The Maximum Delivery Entitlement for Lincoln shall be increased by one gallon per day from the existing FSO water system for each $11.06 of WCC payment received by the Agency in 2012.

Beginning January 1, 2013 and each year thereafter, until the Agency determines that there is no remaining unallocated capacity in the existing FSO water system, the amount of WCC payment required to increase Lincoln's Maximum Delivery Entitlement shall be increased by the percent increase in the ENR San Francisco Construction Cost Index over the preceding year.

(c) Increases in Maximum Delivery Entitlement Requiring New Infrastructure.

Additional increases in Lincoln's Maximum Delivery Entitlement requiring new infrastructure may be made available to Lincoln through implementation of negotiated Facilities Agreement(s) that include provisions for joint financing of the planning, design, environmental processing and mitigation, and construction of the proposed source water supply, water treatment and transmission infrastructure and appurtenances necessary to increase the maximum rate of delivery from the Agency to Lincoln. The Agency agrees to cooperate with Lincoln in the planning and development of infrastructure in the Agency's facilities upstream of the Points of Delivery and interties which Lincoln requires to meet its development needs, provided, however, that this Contract imposes no obligation on PCWA to construct or enhance its existing infrastructure. PCWA shall own and operate all such infrastructure. Lincoln shall have exclusive rights to the portion of capacity in said infrastructure represented by the proportion of funding provided by Lincoln, to be defined in those Facilities Agreement(s).

ARTICLE 7 – LIMITATION ON AGENCY SERVICE

Except for those properties that abut the existing Agency pipeline in Athens Road, the Agency will not provide treated water service within Lincoln's sphere of influence as of the date of this Contract; provided that Lincoln offers to furnish such service to those areas upon the same terms and conditions that it furnishes service to areas outside its city limits.

ARTICLE 8 – OTHER LINCOLN WATER SOURCES

Lincoln has a developed groundwater system which is integrated into its municipal water system; a portion of Lincoln's sphere of influence lies within Nevada Irrigation District's (NID) service area and Lincoln is pursuing a separate treated water supply from NID to serve that portion of the city. In addition, Lincoln is planning on developing its recycled water sources to meet local irrigation requirements. Both of these source developments may affect Lincoln's need for water supplied under this Contract. The Agency acknowledges that Lincoln has the right to use these other water sources within the City in any way it determines is best.

ARTICLE 9 – MEASUREMENT

All water furnished pursuant to this Contract shall be measured by the Agency at the Points of Delivery. Such measurements shall be with equipment chosen by the Agency and approved by Lincoln. All measuring equipment shall be installed and maintained by the Agency and the Agency shall pay for all installation and maintenance. The Agency shall have the primary obligation to measure the quantity of water delivered to Lincoln. Lincoln may request, at any time, investigation of the measurements being made as well as the charges associated

with those measurements. Errors in measurement and charges discovered by the investigation will be corrected by the Agency. Lincoln may, at its own cost, at any time, inspect the measuring equipment and the records of such measurements for the purpose of determining the accuracy of the equipment and measurements.

ARTICLE 10 – RATES OF PAYMENT FOR WATER

(a) Current Rates and Charges. Beginning the earlier of January 1, 2014 or the effective date of the next change in Agency's rates, and continuing until otherwise agreed to in writing by both parties, the rates and charges that Lincoln shall pay the Agency for all water furnished under this Contract shall be the Agency's Schedule No. 1 – Treated Water – for Metered Industrial and Resale Service within the Western Water System, which is the Agency's lowest volumetric rate for treated water. Until January 1, 2014, Lincoln shall pay the Agency's rates and charges implemented in 2009 that Agency designated as applicable to Lincoln.

(b) Changes in Rates and Charges. The Agency may alter its rates and charges at any time as it deems necessary; provided, however, it shall give Lincoln 45 days' written notice of its intention to consider any changes in rates and charges and shall hold a public hearing at which Lincoln and any members of the public can present evidence in support of or in opposition to any such proposed changes and provided further *that* no increase in rates to be charged to Lincoln shall become effective until 90 days after the Agency has notified Lincoln in writing of the rate change.

ARTICLE 11 – RESERVED

ARTICLE 12 – TIME AND METHOD OF PAYMENTS

On or before the tenth day of each month, the Agency shall send Lincoln a statement of charges due for all water actually delivered to Lincoln during the preceding month. Lincoln shall pay all statements via electronic transfer within thirty (30) days after they are received.

ARTICLE 13 – WATER SHORTAGES

At times there may occur a shortage in the quantity of water available for delivery to Lincoln pursuant to this Contract. In the event of any shortage (due to natural causes, casualties, regulatory requirements or any other causes) which causes the total quantity of water available to the Agency for distribution to Lincoln and to the Agency's other customers to be less than the total of all quantities required by Lincoln and the other customers, the Agency reserves the right to apportion the available water supply among Lincoln and others entitled to receive water from the Agency. In such events, no liability shall accrue against the Agency or any of its officers, agents or employees for any damage, direct or indirect, arising from such shortage or shortages or resulting allocations. The Agency shall give Lincoln written notice as far in advance as possible of any such reduction in water deliveries, which notice shall state the basis for the reduction and the anticipated duration. Also, if the Agency's supply of water for its Zone No. 1 is reduced by events outside the control of the Agency, or is being fully utilized by the Agency's then-existing customers, and as a result the Agency is unable to increase Lincoln's Maximum Delivery Entitlement then, notwithstanding any other provision of this Contract, the Agency shall not be required to increase its rate of delivery to Lincoln.

ARTICLE 14 – OPERATION AND MAINTENANCE

The Agency may temporarily discontinue or reduce the amount of water to be furnished to Lincoln as provided for herein for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for furnishing water to Lincoln. Insofar as it is feasible, the Agency will give Lincoln reasonable notice in advance of any such temporary discontinuance or reduction, except in cases of emergency, in which case no advance notice need be given. The Agency shall schedule its routine maintenance of facilities so that, to the extent feasible, such discontinuances or reduction in delivery will result in minimum impact to Lincoln's customers.

ARTICLE 15 – WATER QUALITY

All water delivered by the Agency pursuant to this Contract shall meet all applicable Federal, State of California and Placer County water quality requirements for water for domestic use. If public notification is required to be given to Lincoln's customers because the quality of the water fails to meet standards, Agency shall so notify Lincoln in writing as promptly as reasonably feasible, and Lincoln shall be responsible for sending such notices, *provided that* the Agency shall reimburse Lincoln for its reasonable costs in doing so. The Agency shall provide Lincoln with copies of any reports received by the Agency from health departments concerning the quality of the water being furnished to Lincoln. Lincoln shall indemnify the Agency against any claims of damages of any nature whatsoever that may result

from a failure of Lincoln to provide notice to its customers of water quality problems pursuant to this Article 15.

ARTICLE 16 – INDEMNIFICATION

Except for any claim or action for damages based upon the quality of water prior to its reaching the Points of Delivery, neither the Agency nor its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water furnished to Lincoln pursuant to this Contract after such water has passed the Points of Delivery, nor for the claims of damages of any nature whatsoever, including but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond the Points of Delivery,; and Lincoln shall indemnify, defend and hold harmless the Agency and its officers, agents and employees from any such damages or claims of damages.

ARTICLE 17 – OBLIGATIONS OF LINCOLN TO MAKE PAYMENTS

The obligations of Lincoln arising out of or pursuant or incidental to this Contract shall constitute general obligations of Lincoln, and Lincoln shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to the Agency under this Contract. Lincoln as a whole is obligated to pay to the Agency the payments becoming due under this Contract, notwithstanding any individual default by its water users, constituents or others in the payment to Lincoln of assessments, taxes, tolls, or other charges levied by Lincoln.

ARTICLE 18 – INTEREST ON OVERDUE PAYMENTS

Interest shall accrue at the legal rate of interest charged on judgments issued in California courts on any unpaid charges to be paid by Lincoln to the Agency pursuant to this Contract from their due date until paid, and Lincoln hereby agrees to pay such interest.

ARTICLE 19 – DEFAULT

In the event of any default by Lincoln for a period of more than sixty (60) days in the payment of any money required to be paid to the Agency hereunder, the Agency in its discretion may suspend delivery of water during the period when Lincoln is delinquent in its payments or obligations due to the Agency under the terms of this Contract. Action taken pursuant to this Article shall not deprive the Agency of or limit any remedy provided by this Contract or by law for the recovery of money due or which may become due under this Contract.

ARTICLE 20 – REMEDIES NOT EXCLUSIVE

The use of either party of any remedy for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 21 – ASSIGNMENT

The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract, or any part hereof or interest herein, shall be valid without the consent of the non-assigning party.

ARTICLE 22 – AREA SERVED BY LINCOLN

Without the prior written consent of the Agency, water delivered to Lincoln pursuant to this Contract shall not be sold or otherwise disposed of by Lincoln for use outside Lincoln's city limits as they may exist from time to time, except to those customers outside the city limits located in the area shown on Exhibit "B" attached hereto and incorporated herein by reference that were receiving service from Lincoln as of the date of the 1998 contract. The consent of the Agency shall not be unreasonably withheld. Refusal of the Agency to grant consent shall be based upon the lack of water or capacity in Agency facilities or the intention of the Agency to provide service to the area outside Lincoln's sphere of influence. Lincoln shall require annexation to the Agency's Zone No. 1 as a condition to providing water service to any new customers outside of Lincoln's city limits that are connected to Lincoln's water system after the date of this Contract.

ARTICLE 23 – OPINIONS and DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

ARTICLE 24 – NOTICES

All notices, including but not limited to rate or WCC increases, that are required either expressly or by implication to be given by any party to the other under this Contract shall be

signed for the Agency and for Lincoln by such officers as they may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given and delivered personally if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this Contract.

ARTICLE 25 – INSPECTION of BOOKS and RECORDS

The proper officers or agents of Lincoln shall have full and free access at all reasonable times to the account books and official records of the Agency insofar as the same pertain to the matters and things provided for in this Contract, with the right at any time during office hours to make copies thereof at Lincoln's expense, and the proper representatives of the Agency shall have similar rights in respect to the account books and records of Lincoln.

ARTICLE 26 – AMENDMENTS

This Contract may be amended at any time by mutual written agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.

ARTICLE 27 – WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be

effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

ARTICLE 28 – CONSTRUCTION of LANGUAGE of CONTRACT

The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

ARTICLE 29 – MITIGATION of DAMAGES

In all situations arising out of this Contract, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

ARTICLE 30 – GOVERNING LAW

This Contract, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

ARTICLE 31 – CAPTIONS

The captions or headings in this Contract are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Contract.

ARTICLE 32 – PARTIAL INVALIDITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 33 – RELATIONSHIP of the PARTIES

The relationship of the parties to this Contract shall be that of independent contractors. Each party shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work or obligations assigned to them under this Contract.

ARTICLE 34 – WATER CONSERVATION

The Agency is required by federal and state laws and regulations to implement various water conservation measures and require its customers, whether they be retail, wholesale, or resale customers, to abide by these measures in order to prevent the waste of water. Lincoln shall, within its service area, implement the water conservation measures adopted by the Agency from time to time for the Agency's Zone No. 1 Water System and shall require its customers to comply with those measures to the same extent that other customers within the Agency's Zone No. 1 are required to do so.

ARTICLE 35 – YEAR

The term "year" as used in this Contract shall mean the calendar year beginning on each January 1.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

ATTEST:

Clerk, Board of Directors
Placer County Water Agency
P O. Box 6570
Auburn, California 95604

PLACER COUNTY WATER AGENCY

12/10/12
Chairman of the Board

ATTEST:

Clerk
City of Lincoln
600 6th Street
Lincoln, California 95648

CITY OF LINCOLN

Mayor

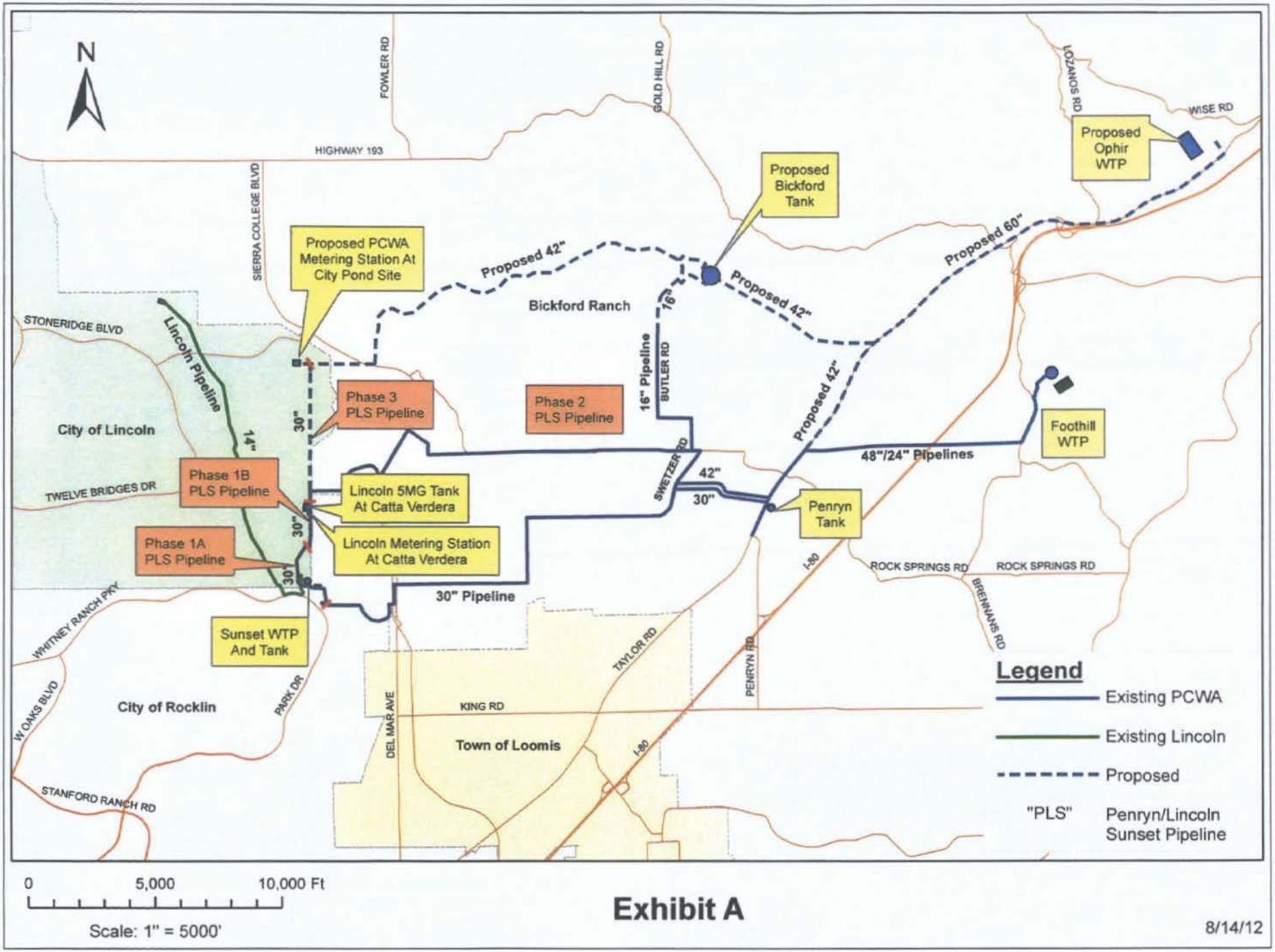


Exhibit A

8/14/12

AMENDMENT NO. ONE TO FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3 LINCOLN/PENRYN PIPELINE

AND METERING STATION BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN

This Amendment, by and between Placer County Water Agency, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date last executed by either the Agency or Lincoln.

Whereas, Lincoln and the Agency entered into Facilities Agreement No. 2521 ("FA 2521") on October 17, 2013 for design and construction of the Phase 3 Lincoln/Penryn Pipeline and Metering Station; and

Whereas, this pipeline and metering station will initially serve Lincoln from the Agency's Foothill Water Treatment Plant ("WTP") and Lincoln is constructing it because their need for the pipeline preceded that of the Agency; and

Whereas, Lincoln is the lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., CEQA) for environmental documentation and review under the California Environmental Quality Act and covered the Phase 3 Lincoln/Penryn Pipeline and Metering Station within the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report in 1998 and an addendum to this document in 1999 ("Previous CEQA Documents"); and

Whereas, this pipeline is planned to later serve Lincoln and western Placer County from the Agency's proposed Ophir WTP via a proposed pipeline through the Bickford Ranch development project; and

Whereas, the diameter of the Phase 3 Lincoln/Penryn Pipeline is sized assuming Lincoln takes approximately half the supply from Ophir WTP being delivered through the Bickford Ranch development; and

Whereas, Lincoln is considering several options in its long-term water supply planning and may not need half the supply provided by Ophir WTP; and

Whereas, the Agency wishes to provide flexibility in where water from Ophir WTP is delivered and also maximize the ability for Ophir WTP to backup Foothill WTP; and

Whereas, increasing the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches ("Pipe Increase") would provide this flexibility and redundancy; and

Whereas, the Agency has requested that Lincoln increase the Phase 3 Lincoln/Penryn Pipeline accordingly; and

Whereas, the Agency is acting as the Lead Agency under CEQA for the Pipe Increase and has determined and finds that the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents. Furthermore, all of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project. Therefore, the conditions under which

preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.

Now, therefore, it is agreed as follows:

1. The Agency finds that:
    a. On the basis of an addendum prepared for this action, and concurrent consideration of the addendum and the previous EIR and addendum referenced above, the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents.
    b. All of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project.
    c. The conditions under which preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.
2. Lincoln will increase the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches in its design plans and specifications and construct the pipeline with the larger diameter. Appurtenant piping within the Metering Station to deliver water from the Bickford Ranch development to western Placer County will also be increased in diameter.
3. The Agency will pay for the increased cost of the project as a result of this Amendment in accordance with the terms of the original facilities agreement.

4. The Agency will defend, indemnify, and hold Lincoln, its elected and appointed commissioners, officers, agents, and employees harmless from and against any and all damages, claims, costs and liabilities arising out of the approval of the Pipe Increase, including claims under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.)
5. All other terms of FA 2521 remain unchanged.

In witness whereof, the parties hereto have executed this Agreement on the dates written below.

PLACER COUNTY WATER AGENCY

BY: _____

Date: August 4, 2016

ATTEST:

_____
Clerk, Board of Directors

CITY OF LINCOLN

_____
Signature

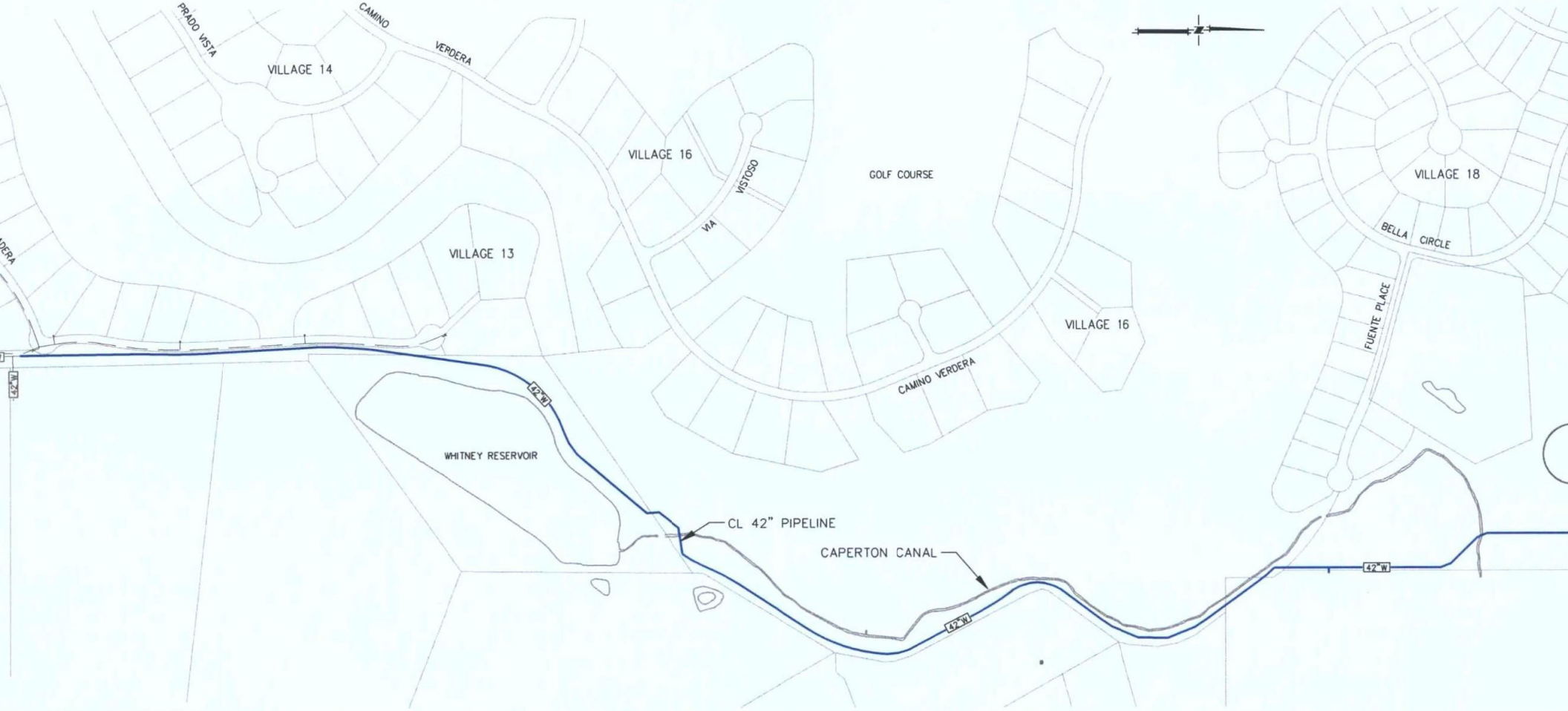
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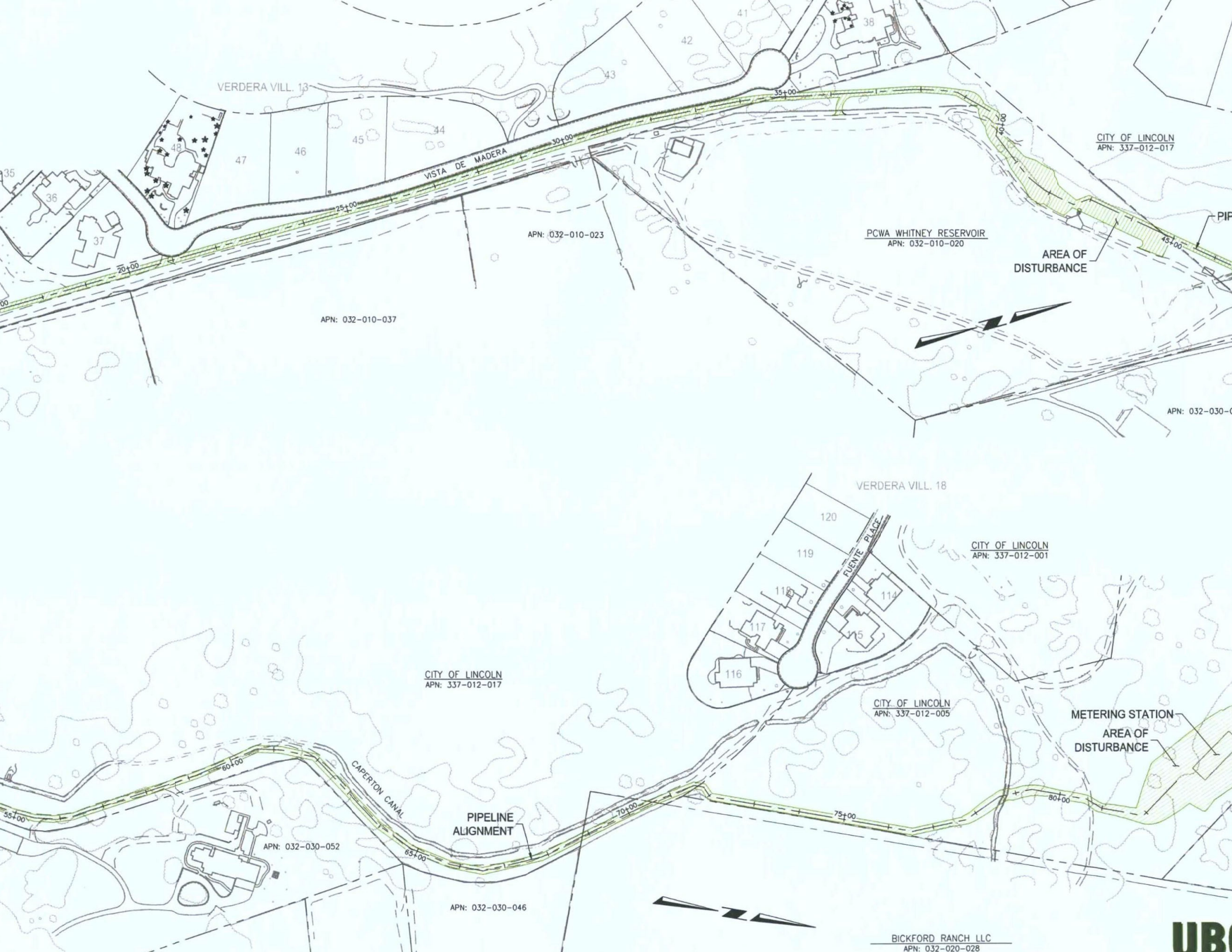
City Manager
Title

Date: 9/16/16

City of Lincoln
600 Sixth Street
Lincoln, CA 9564

Penryn-Lincoln Pipeline Phase 3 - December 21, 2015




VERDERA VILL. 13
VISTA DE MADERA
APN: 032-010-023
APN: 032-010-037
PCWA WHITNEY RESERVOIR
APN: 032-010-020
CITY OF LINCOLN
APN: 337-012-017
AREA OF DISTURBANCE
VERDERA VILL. 18
FUENTE PLACE
CITY OF LINCOLN
APN: 337-012-001
CITY OF LINCOLN
APN: 337-012-017
CITY OF LINCOLN
APN: 337-012-005
METERING STATION
AREA OF DISTURBANCE
CAPERTON CANAL
PIPELINE ALIGNMENT
APN: 032-030-052
APN: 032-030-046
BICKFORD RANCH LLC
APN: 032-020-028


VERDERA VILL. 18
VISTA DE MADERA
CITY OF LINCOLN
APN: 337-012-017
PCWA WHITNEY RESERVOIR
APN: 032-010-020
AREA OF
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APN: 032-010-023
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APN: 337-012-005
METERING STATION
AREA OF
DISTURBANCE
CAPERTON CANAL
PIPELINE
ALIGNMENT
APN: 032-030-052
APN: 032-030-046
BICKFORD RANCH LLC
APN: 032-020-028

PCWA
water • energy • stewardship

PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS
Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5

Einar Maisch, General Manager

BUSINESS CENTER
144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW.PCWA.NET

August 8, 2016
File No.: FA 2521

Ray Leftwich, P.E.
City Engineer
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

SUBJECT: FA 2521 Phase 3 Lincoln / Penryn Pipeline and Metering Station

Dear Ray:

Enclosed find two copies of the contract referenced above, which was approved by the PCWA's Board of Directors on August 4, 2016. Please sign both copies and return one fully executed copy to the attention.

Should you have any questions please contact me at (530) 823-4801.

Sincerely,

Stephanie Wens

Stephanie Wens
Administrative Aide

Enclosure

RESOLUTION NO. 16- 29 OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY APPROVING AN ADDENDUM TO A PREVIOUSLY CERTIFIED SUBSEQUENT ENVIRONMENTAL IMPACT REPORT FOR PHASE 3 OF THE LINCOLN/PENRYN PIPELINE AND METERING STATION

WHEREAS, the *Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report* ("1998 SEIR"), and an *Addendum to the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report for the 30-Inch Pipeline and Water Storage-Tank* ("1999 Addendum") were certified by the City of Lincoln; and

WHEREAS, Placer County Water Agency was a responsible agency under CEQA for the 1998 SEIR and 1999 Addendum and was consulted by the City of Lincoln in preparation of and certifications of those documents; and

WHEREAS, Placer County Water Agency has reviewed and considered the information and findings contained in the City's 1998 SEIR and 1999 Addendum; and

WHEREAS, the State CEQA Guidelines Section 15164 provide the authority for a responsible agency to adopt an addendum to the environmental analysis for changes made to a project that was previously the subject of an Environmental Impact Report (EIR), conditioned that changes or additions are necessary and do not result in new significant impacts and preparation of a subsequent EIR.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Placer County Water Agency as follows:

1. This Board hereby finds and declares that all of the above recitals are true and correct.

2. This Board finds that (a) no substantial changes have been proposed in the project which would require major revisions of the 1998 SEIR or 1999 Addendum, (b) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which would require major revisions in that 1998 SEIR or 1999 Addendum, and (c) no new information, not known at the time the 1998 SEIR and 1999 Addendum was certified as complete, has become available.

3. Under Public Resources Code section 21166, no new environmental impact report is required to be prepared by the City of Lincoln or Placer County Water Agency prior to approval of Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project. None of the conditions that would trigger a subsequent or supplemental document are applicable.

4. Based upon the aforedescribed evidence, the Board hereby approves the Addendum for Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project submitted to it in conjunction with the 1998 SEIR and 1999 Addendum, and hereby directs the Agency staff to prepare and file a Notice of Determination in the prescribed form in compliance with the California Environmental Quality Act.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of the Placer County Water Agency held on August 4, 2016, by the following vote on roll call:

AYES DIRECTORS: Graham "Gray" Allen, Joshua Alpine, Robert Dugan, Primo Santini, III, and Chair Michael "Mike" Lee

NOES DIRECTORS: None

ABSENT DIRECTORS: None

PLACER COUNTY WATER AGENCY

FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3

LINCOLN/PENRYN PIPELINE AND METERING STATION

PLACER COUNTY WATER AGENCY – CITY OF LINCOLN

THIS AGREEMENT, by and between PLACER COUNTY WATER AGENCY, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date executed by the Agency.

W I T N E S S E T H:

WHEREAS, Lincoln and the Agency entered into an agreement for water supply dated February 24, 1998 ("1998 agreement") that provided a framework for provision of water supply facilities for Lincoln, and a July 13, 1999 supplement ("1999 supplement") to the 1998 agreement further defined the facilities, delivery points, and phasing of construction of the water supply facilities, now referred to as the Lincoln/Penryn Pipeline, which has been constructed in phases; and

WHEREAS, construction of Phases 1a, 1b, and 2 of the Lincoln/Penryn Pipeline have been completed; and

WHEREAS, the 1999 supplement required a separate agreement to further define the terms of construction of the Lincoln/Penryn Pipeline and Metering Station, which agreement is to include reimbursement for Agency costs, and credits to Lincoln for costs incurred; and

WHEREAS, on December 11, 2006, the Agency Board of Directors approved a further supplement to the 1998 agreement which allowed Lincoln to increase its maximum delivery

entitlement based upon the Water Connection Charge (WCC) in effect on November 2, 2006, provided that Lincoln deposit $4,000,000 with the Agency, and construct and convey to the Agency, prior to May 1, 2012 a metering and pressure reducing station and related appurtenances and property at Lincoln's City Pond Site, referred to herein comprehensively as the "Metering Station"; and

WHEREAS, Lincoln has paid $4,000,000 to the Agency for participation in the construction of a pipeline from the Bickford Tank to Lincoln's City Pond Site, and

WHEREAS, Lincoln has requested that the remaining funds from the $4,000,000 paid by Lincoln on December 11, 2006 to upsize the pipeline from the Bickford tank to the City Pond Site be applied to the construction of the Phase 3 Pipeline and Metering Station; and

WHEREAS, the Phase 3 Pipeline extension from the Agency's Foothill Sunset Plant/Foothill Pressure Zone requested by Lincoln will require the installation of approximately 6040 feet of 30-inch diameter pipeline, construction of the Metering Station at the City Pond Site, telemetry and SCADA controls, and associated appurtenances, all of which will be described more fully in the Lincoln Penryn Phase 3 project plans to be prepared by Ubora for Lincoln as shown in Exhibit A, and which are all collectively hereinafter referred to herein as the "Facilities"; and

WHEREAS, Lincoln desires to connect the Facilities to the Agency's water system and have the Agency assume ownership of such Facilities, as further described herein, and the responsibility for furnishing water service therefrom; and

WHEREAS, the Agency is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions, Standard Drawings, and approved drawings and specifications not covered in the Agency's Standards; and

WHEREAS, Lincoln intends to engage a qualified contractor and has agreed to bear expenses to furnish and install the Facilities as further described in this agreement ("Agreement"), and

NOW, THEREFORE, IT IS AGREED as follows:

1. Deposit: The following cash deposits shall be paid to the Agency upon submission of a copy of this Agreement duly executed by Lincoln on or before ninety (90) days after the execution of the Agreement by the Agency's Board of Directors or before installation of the Facilities under this Agreement is commenced, whichever is earlier:

(a)	Engineering review, inspection, CEQA compliance and other costs	$40,000
	TOTAL	$40,000

The amount for Item 1(a) represents an estimated cost. Item 1(a) is in addition to any amount previously paid by Lincoln, and shall be charged on an actual cost basis. The actual cost as determined by the Agency for engineering review, supervision, inspection, compliance with the California Environmental Quality Act, the preparation and administration of this Agreement, inspection and testing of the Facilities, water system outages, tests and other associated activities, and costs associated with mediation, arbitration, or attorneys' fees incurred by the Agency in connection with this Agreement shall be charged against the amount deposited for Item 1(a). Should the amount of deposit for Item 1(a) become depleted the Agency may require an additional deposit be paid by Lincoln before proceeding with further work Any cost over and above the amount deposited for Item 1(a), less the amount of deposit retention referred to in paragraph 3, shall be paid upon demand, and any excess shall be refunded within 90 days after completion and acceptance of the work.

2. Minimum Deposit/Retention. Lincoln shall maintain a minimum balance of the deposit referred to in paragraph 1, Item 1(a), in an amount of $1,000 or more until completion and acceptance of the work. In order for the Agency to reimburse itself for actual costs incurred after the

date of completion and acceptance of the work, the Agency shall retain $1,000 for a period of three (3) years from the date of completion and acceptance of the work. Within 90 days thereafter the Agency shall return to Lincoln any remaining deposit balance.

3. Time: If the construction and installation of the Facilities provided for herein is not commenced within one (1) year after the date of execution of this Agreement by the Agency and completed within twelve (12) months after that date, the Agency shall have the right to terminate this Agreement at any time thereafter. Upon such termination by the Agency, the Agency shall refund any portion of the deposit made for engineering review and inspection costs, pursuant to Paragraph 1, that has not been used by the Agency prior to the date of such termination.

4. Plans: It is the responsibility of Lincoln to prepare plans and specifications for the Facilities and submit them to the Agency for acceptance. All materials to be furnished and all construction shall be in accordance with the Agency's Improvement Standards, Technical Provision, Standard Drawings, and other plans and specifications not the Agency standards. The plans and specifications, when accepted in writing by the Agency, shall become a part of this Agreement

5. Installation of Facilities: Lincoln shall construct and install the Facilities described in the plans and specifications accepted by the Agency in accordance with the provisions of this Agreement and the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings No work may be done except by a California State Licensed Class A contractor or forces approved by the Agency. Lincoln shall comply with all laws and regulations, including any prevailing wage and other employment laws and regulations such as California Labor Code Sections 1720 *et seq.*, to the extent they are applicable to construction and installation of the Facilities. A minimum of three qualified bids shall be provided. Prior to awarding a contract for construction, Lincoln shall allow PCWA to review and reject any bids.

6. Property and Rights-of-Way: No construction work shall be performed or installation

made until Lincoln provides the following easements or fee title for the properties that contain or will contain facilities that will be conveyed to the Agency in accordance with this Agreement, as follows: fee title property underlying the Metering Station, non-exclusive access easements over access roads to Agency facilities, non-exclusive pipeline and access easements over pipeline alignments, and non-exclusive canal and access easements over canals and canal spill locations on the properties All easements shall be provided in a form acceptable to the Agency and must be reviewed, approved, submitted into escrow by the Agency, and recorded.

7. Grade Established: No work shall be performed or installation made until street subgrades have been established to the satisfaction of the Agency.

8. Inspection: The Agency shall provide one or more inspectors to inspect the construction and installation of the Facilities. The Agency shall be fully responsible for inspection of all Facilities. The cost of inspection shall be charged against the deposit provided in paragraph 1.

9. No Water Deliveries to Facilities Prior to Acceptance: No water shall be delivered to the Facilities until all of the Facilities have been completed and accepted by the Agency, unless delivery prior thereto is approved by the Agency in writing.

10. Acceptance: The Agency assumes no obligation for operation or maintenance of the Facilities included in this Agreement until such time as they are formally accepted in writing by the Agency. Any costs incurred by the Agency due to emergency or other repairs prior to final acceptance by the Agency shall be billed to, and paid by, Lincoln.

Lincoln shall be notified in writing of acceptance of such Facilities when they are satisfactorily installed in accordance with the Agency Accepted Plans and the Agency's current Improvement Standards, Technical Provisions and Standard Drawings, all grading and paving is completed, all required easements are received, accepted and recorded by the Agency; the required maintenance guarantee is posted; and Lincoln has no monies due the Agency on any accounts with the Agency.

Immediately upon notice by Agency of acceptance, all rights, titles, and interest in the pipeline, metering station and all other portions of the Facilities, shall be vested in the Agency.

11. Indemnification: Lincoln shall assume the defense of, and indemnify and save harmless the Agency, its Directors, employees, agents and volunteers, from all claims, costs, losses, damages and expenses, including attorney's fees of any kind arising from the design of the Facilities, performance of work under this Agreement or from challenges to the adequacy of the environmental review for such work, including but not limited to claims for personal injury or death, claims for damage to property, alleged damages due to runoff onto other properties, and claims for loss of business; and Lincoln agrees to require in any contract entered into with anyone for the performance of work under this Agreement that all work will be done pursuant to the Agency's Improvement Standards, Technical Provisions and Standard Drawings, and that the contractor will indemnify and save harmless the Agency, its Directors, employees, agents and volunteers from all claims of any kind arising from the contractor's performance of work covered by this Agreement, including, but not limited to, claims for personal injury and death, claims for damages to property and claims for loss of business, except for active negligence, sole negligence, or willful misconduct of the Agency.

12. Insurance: Lincoln or Lincoln's contractor shall carry Automobile Liability insurance in the amount of at least $1,000,000, and Commercial General Liability in the amount of at least $1,000,000 per occurrence and $2,000,000 aggregate with a maximum $5,000 deductible, which insurance shall be primary and underlying to the Agency's insurance and Commercial General Liability and shall specifically name the Agency as an additional insured and certificate holder. Before work is commenced, Lincoln or Lincoln's contractor shall furnish the Agency with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that Lincoln or Lincoln's contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. Lincoln's insurance shall be primary

and any insurance or self-insurance maintained by the Agency shall be excess and not contribute to it The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the Agency.

13. Performance, Payment and Maintenance Bonds: The estimated cost of the Facilities is $3,600,000. Prior to construction or installation of any of the Facilities and during all such construction and installation, Lincoln shall ensure that the Agency is provided a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form substantially as that attached hereto as Exhibit B, that is acceptable to the Agency. In addition, prior to construction, Lincoln shall ensure that the Agency is provided a Public Works Payment Bond with the identical penal sum in a form substantially as that attached as Exhibit C that is acceptable to the Agency Lincoln shall ensure that the Performance Bond and Payment Bond are maintained in full effect at all times until the Agency accepts the Facilities.

After completion of work and before acceptance by the Agency, a Maintenance Bond in the amount of 50% of the estimated cost of the Facilities shall be provided to the Agency by Lincoln or Lincoln's Contractor A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of one (1) year after acceptance by the Agency of the Facilities All bonds shall be issued by California admitted surety insurers.

14 Special Conditions:

A) The Facilities shall consist of a 30 inch diameter pipeline and ancillary facilities to deliver water from the 30 inch Tee heading north from the Phase 2-42 inch pipeline that supplies the Agency's Metering Station at Catta Verdera to Lincoln's City Pond Site, and a new Metering Station and related ancillary facilities meeting the Agency's specifications to be constructed and installed at Lincoln's City Pond Site. Lincoln shall convey to the Agency fee title to sufficient land for the Metering Station and to facilitate the operation and maintenance of

the Facilities, together with all necessary access easements.

B) Lincoln shall be the Lead Agency under the California Environmental Quality Act (CEQA), and shall perform any actions and assume all costs for compliance and mitigation under CEQA related to the installation of the Facilities. All such costs shall be reimbursable as allowed under section 14H.

C) PCWA has already credited Lincoln with the WCC based on the $4,000,000 paid by Lincoln in accordance with the Supplement to the Contract between Placer County Water Agency and City of Lincoln for a Water Supply dated December 11, 2006 Upon completion of the Facilities and acceptance by the Agency, Lincoln shall be entitled to 351.7 EDU's (404,455 gallons per day) through the unregulated delivery facilities. Should the cost of Facilities exceed the monies paid by Lincoln under the December 11, 2006 contract, the Agency will credit Lincoln additional maximum day water delivery. Such additional increases in the maximum day water delivery over and above the current maximum daily flow applied pursuant to the December 11, 2006 contract shall be calculated by dividing the cost of the Facilities less the monies paid by Lincoln per the 2006 Supplemental Agreement by the cost per gallon of the WCC components applicable to Lincoln, consisting of either treatment and transmission components and one half of the planning component applicable for the 18-inch regulated meter, or full Zone 1 WCC components applicable for the 8-inch unregulated meter.

D) Lincoln has requested that the funds remaining from the $4,000,000 amount paid per the December 11, 2006 Supplement to the Water Supply Contract be used to assist in funding the Facilities. Once the Facilities are under construction, the Agency will release funds remaining from the $4,000,000 deposit on a monthly basis. Prior to release of funds, Lincoln shall provide a summary invoice with support documentation showing total expenses, a breakdown of costs that are the responsibility of Lincoln and which costs are the responsibility

of the Agency, copies of contractor pay records and any approved change orders. Raw water system right of way costs shall be separately tracked and identified for purposes of reimbursement payments. The Agency will make payment to Lincoln within 30 days provided that the information and backup meets the submission requirements of this Agreement.

E) The Agency shall reimburse Lincoln in the form of cash payments for the costs of raw water system right of way acquisition; these costs shall be in addition to the allowable Facilities costs The amount to be reimbursed for the raw water system right of way acquisition shall not exceed $40,000, per the estimated costs from Ubora Engineering. If the actual cost at acceptance is greater than $40,000 this Agreement shall be amended, subject to Agency approval, to provide reimbursement equal to the actual costs

F) PCWA shall not apply monthly service charges for the WCCs credited to Lincoln under this Agreement until the Facilities have been accepted and metered flows are delivered to Lincoln through the Metering Station at the City Pond Site.

G) WCC credits shall be applied to Lincoln for the following allowable Facilities costs incurred by Lincoln: CEQA compliance and mitigation, pipeline, Metering Station design and construction, permitting, surveying, potable water system right of way acquisition, electrical instrumentation and control design and construction, PLC programming and integration, fencing and landscaping design and installation at the metering station, inspection, testing, staff costs of a designated Lincoln project manager plus other reasonable internal staff costs when working on the Facilities, advanced funding required under Section 1 for Agency staff costs, bonding and warranties as required by this Agreement. Internal Lincoln staff costs shall be applied at Lincoln's fully burdened rate without additional overhead applied. Only firms prequalified by PCWA shall be allowed to provide PLC programming and network integration services. Allowable Facilities costs shall also include construction of access roads to Agency

canals and pipelines connecting to the Facilities, including vehicle turn arounds and basic bridges over the canal where needed

H) PCWA shall credit Lincoln costs for the access road to Lincoln's future tank site and the Metering Station as follows:

From the Twelve Bridges subdivision road to the midpoint of the future tank location: 50% of cost of approved road design.

From the future tank site to the Metering Station: 100% of cost of approved road design.

Lincoln shall be solely responsible for the following costs, which shall be subtracted from the request for credits or payment: any costs for canal or pipeline access roads that exceed the minimum width or design approved by PCWA for its facilities, fencing for public exclusion or screening along the pipeline rights of way other than at the Metering Station site, and project features applied for recreational or aesthetic purposes. Lincoln shall be solely responsible for the cost of any warranty work per section 10.

Changes to the preceding definitions, or change orders during construction, shall be credited or reimbursed only if approved in writing by both Lincoln and PCWA in advance of incurring expenses for those changes.

15 Placing Work in Service: If desired by the Agency, portions of the work may be placed in service or locked off when completed, and Lincoln shall provide proper access to the work for this purpose. Such use and operation shall not constitute an acceptance of the work, and Lincoln shall be liable for defects due to faulty construction throughout the duration of this Agreement and thereafter as provided under Warranties and Repairs

16. Warranties and Repairs: Lincoln hereby agrees to pay to the Agency or to make at its own expense, all repairs, replacements or payments necessitated by defects in materials or

workmanship supplied under the terms of this Agreement which exist or manifest within one year after the date of final acceptance of the work, including defects that are in existence during such one year period but which do not become apparent until thereafter. Lincoln shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to Lincoln's Contractor by any subcontractor or manufacturer or equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, Lincoln hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. Lincoln shall make all repairs and replacements or payments promptly upon receipt of written order for same from the Agency. If Lincoln fails to make the repairs, replacements or payments promptly, the Agency may do the work, and Lincoln and its Surety shall be liable for the cost thereof.

17. Assignment of Agreement: The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein, shall be valid until and unless approved by the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

PLACER COUNTY WATER AGENCY

BY: _____

Date: 10/17/13

ATTEST:

_____
Clerk, Board of Directors

CITY OF LINCOLN

_____
Signature

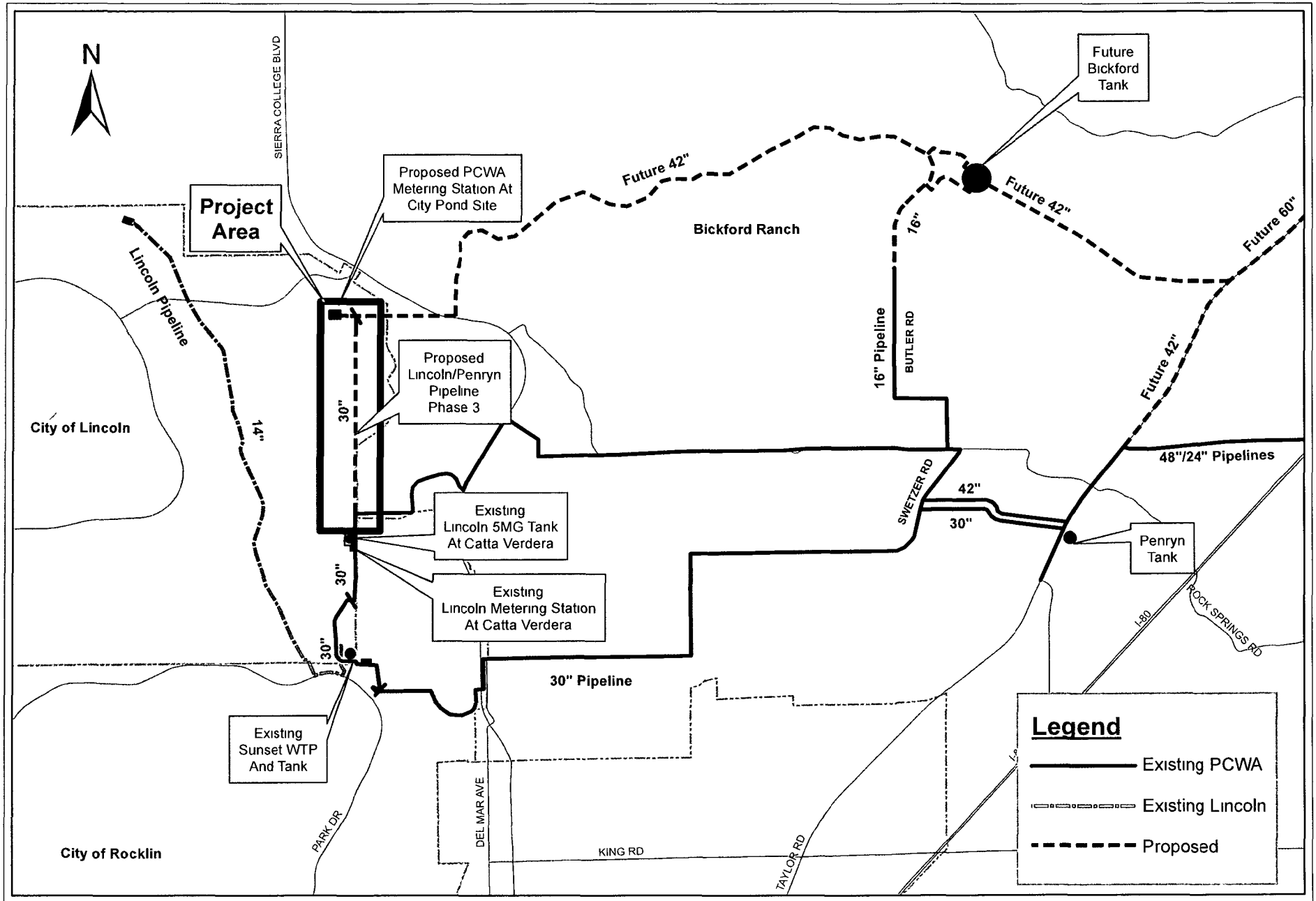
Jim Estep
Print name

City Manager
Title

Date: 10/10/13

City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Exhibit A



FA 2521
Lincoln/Penryn Pipeline Phase 3

10/11/12

EXHIBIT B

Faithful Performance Bond
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Principal is required under the terms of that Agreement to furnish a bond for the faithful performance of that Agreement.

Now, therefore, we, the Principal and _____, as surety, are held and firmly bound unto Placer County Water Agency, in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Placer County Water Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Faithful Performance Bond
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

Seal)

BY: _____

Its: _____

NOTARY STAMP
ATTACH POWER OF ATTORNEY

(The signature of the Surety on
this Bond must be acknowledged
before a Notary Public)

EXHIBIT C

Bond for Security of Laborers and Materialmen
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Placer County Water Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned, as corporate surety, are held and firmly bound unto Placer County Water Agency and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the Agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of _____ dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Bond for Security of Laborers and Materialmen
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

(Seal)

BY: _____

Its: _____

NOTARY STAMP

ATTACH POWER OF ATTORNEY

(The signature of the Surety on this Bond must be acknowledged before a Notary Public)

PCWA
water • energy • stewardship

PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS
Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5

David Breninger, General Manager
Ed Tiedemann, General Counsel

BUSINESS CENTER
144 Ferguson Road
MAIL
P O Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW PCWA NET

October 18, 2013

RECEIVED

OCT 22 2013

Jim Estep
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

RE: FACILITIES AGREEMENT 2521
LINCOLN/PENRYN PIPELINE PHASE 3

Dear Mr. Estep:

Enclosed is a fully executed Facilities Agreement for the aforementioned project.

Thank you for your continued interest in our agency.

Sincerely,

Darcy Erickson
Office Assistant

Enclosure

Temporary Water Sales Agreement Between the Nevada Irrigation District (NID), Placer County Water Agency (PCWA), and the City of Lincoln (Lincoln)

This agreement is made and entered into this 26th day of October, 2004, by and between the Nevada Irrigation District, hereafter referred to as "NID", Placer County Water Agency, hereafter referred to as "PCWA", and the City of Lincoln, hereafter referred to as "Lincoln".

Recitals

A. NID is authorized to provide water for irrigation, municipal and domestic use within its boundaries, in accordance with Division 11 of the California Water Code. PCWA is a county water agency created in 1959 by the California Legislature (statutes of 1957, Chapter 1234) and is authorized to provide water for the same uses within its service area.

B. NID's boundaries overlap portions of PCWA's Zone 1 service area and Lincoln's city limits.

C. Lincoln currently purchases treated surface water from PCWA pursuant to a long-term contract between Lincoln and PCWA, and delivers the treated water to its customers, some of whom are in that portion of the city that is also within the boundaries of NID.

D. NID currently does not have infrastructure to provide treated water within its service area in the vicinity of Lincoln.

E. NID and Lincoln have entered into an agreement for joint planning and site evaluation of a domestic water treatment plant to be owned by NID to serve Lincoln's long-term needs within NID's boundary.

F. PCWA currently has infrastructure in place to treat and deliver surface water to Lincoln for use by customers of Lincoln within NID's boundaries, but requires raw water from NID for treatment and delivery to Lincoln for re-delivery to residents within NID's boundaries.

G. NID has raw water available that can be temporarily delivered to PCWA for this purpose until such time as NID has other means available to serve Lincoln's needs within NID's boundary.

H. PCWA is desirous of substituting NID's water for the water PCWA now delivers to Lincoln for use within NID's boundaries so that it can reallocate a similar amount of water to PCWA customers which may include Lincoln, for use outside of NID's boundaries.

I. Lincoln is desirous of purchasing additional treated water capacity from PCWA's system throughout the life of this temporary water sales agreement.

AGREEMENT

Now, therefore, the parties mutually agree as follows:

1) NID agrees to sell PCWA raw water that will be delivered to PCWA's treatment plants. PCWA will treat and deliver equivalent quantities of water to Lincoln, less losses, for distribution to customers of Lincoln that are within the boundaries of NID as described in Exhibit A.

2) NID water delivered and sold to PCWA including a 10 percent loss factor will be measured and will be equal to an amount retailed by Lincoln to customers within the boundaries of NID plus the 10 percent loss factor.

3) Lincoln will ensure that all treated water use within NID's boundaries will be metered and Lincoln will provide such metered water sales information that will include a 10 percent loss factor to NID and PCWA on a monthly basis. An annual water balance will be completed by NID by January 31 of each year.

4) PCWA shall pay NID for water delivered at the NID's municipal rate for raw water, subject to changes to that rate authorized by NID's Board from time to time. (Rate Schedule 5-R)

5) Water sold and delivered by NID under the terms of this agreement is untreated water which has flowed in open canals, conduits and flumes, and which has been stored in reservoirs. Such water is not potable and NID does not represent or guarantee that it is fit for domestic purposes. PCWA shall be solely responsible for any treatment, storage, or transmission of said water to Lincoln for human consumption in accordance with laws and regulations applicable to potable water.

6) Raw water delivered by NID under this agreement is subject to scheduled and unscheduled outages. It will be PCWA and/or Lincoln's responsibility to provide an alternate treated water supply during such outages so that deliveries to Lincoln's customers by NID will not be disrupted.

7) It is understood and agreed that in a year which is considered or deemed by NID to be a drought year or in a year which in the estimation of NID requires rationing or curtailment of water use, NID at its discretion may impose a drought surcharge, and/or reduce or restrict the raw water service to PCWA, in proportion to any reduction, limitation or curtailment of treated water customers within the District.

8) It is understood and agreed that in any year in which PCWA determines it must ration or curtail water deliveries in its Zone 1, and if NID is able to deliver water to PCWA, for delivery to Lincoln, PCWA will make that water available to Lincoln for delivery to Lincoln's customers in NID's boundaries.

9) It is also understood that PCWA shall not be required to deliver water to Lincoln obtained from NID pursuant to this agreement whenever PCWA determines that it does not have sufficient capacity in its facilities to treat and deliver such water to Lincoln. PCWA will notify NID whenever PCWA does not have capacity to deliver such water to Lincoln.

10) This agreement is intended to be a temporary agreement to be in effect until such time as NID constructs a treatment plant and other facilities sufficient to enable NID to supply treated water to Lincoln for those customers within Lincoln that are also within NID's boundary. This agreement is not intended to usurp nor weaken NID's water rights nor customer base.

11) This Water Sales agreement may not be modified without the express written consent of NID, PCWA, and Lincoln.

12) NID, PCWA, and Lincoln will each comply with all legal requirements applicable to each of their respective services and obligations under this agreement.

City of Lincoln

Mayor

City Clerk

Nevada Irrigation District

President

Secretary

Placer County Water Agency

Chair of the Board

Board Secretary

Appendix F

Water Shortage Contingency Plan

FINAL PLAN | JUNE 2026

City of Lincoln
Water Shortage Contingency Plan

PREPARED FOR

City of Lincoln

PREPARED BY

WEST YOST
Water. Engineered.

City of Lincoln
Water Shortage Contingency Plan

Prepared for

City of Lincoln

Project No. 206-60-25-64



Project Manager: Brenda Estrada, PE, RCE #67062	June 8, 2026 Date
QA/QC Review: Elizabeth Drayer, PE, RCE #46872	June 8, 2026 Date

WEST YOST
Water. Engineered.

FINAL REPORT | JUNE 2026

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LIST OF ACRONYMS AND ABBREVIATIONS

AB	Assembly Bill
AMI	Advanced Metering Infrastructure
AWSDA	Annual Water Supply and Demand Assessment
City	City of Lincoln
County	Placer County
CWC	California Water Code
Director	Director of Public Works
DWR	Department of Water Resources
ERP	Emergency Response Plan
HAZMAT	Hazardous Materials
Legislature	California State Legislature
LMC	Lincoln Municipal Code
NID	Nevada Irrigation District
O&M	Operation and Maintenance
PCWA	Placer County Water Agency
PIO	Public Information Officer
RWA	Regional Water Authority
SB	Senate Bill
UWMP	Urban Water Management Plan
WSCP	Water Shortage Contingency Plan
WUERM	Water Utility Emergency Response Manager

Water Shortage Contingency Plan

1.0 INTRODUCTION

This plan presents the City of Lincoln's (City) Water Shortage Contingency Plan (WSCP). The WSCP describes the City's strategic plan in preparation for and response to water shortages, with a goal to proactively prevent catastrophic service disruptions. It includes water shortage conditions and associated response actions that will be implemented in the event of a water supply shortage. As part of the WSCP, the City's legal authorities, communication protocols, compliance, and enforcement, and monitoring and reporting procedures are included. Following adoption of this WSCP, the City plans to update the Lincoln Municipal Code (LMC) to support and maintain consistency with this plan.

This WSCP applies only to water service provided by the City. Some customers, including certain homeowners associations, may have access to separate water supply sources that are not provided by the City. Those water supplies are not subject to this WSCP.

A water shortage may occur due to several reasons, such as climate change, statewide or regional hydrologic conditions, drought, regulatory constraints, and catastrophic events. Drought, regulatory action constraints, and natural and manmade disasters may occur at any time. A water shortage means that the available water supply is insufficient to meet the normally expected customer water use.

In 2018, the California State Legislature (Legislature) enacted two policy bills, (Senate Bill (SB) 606 (Hertzberg) and Assembly Bill (AB) 1668 (Friedman)) (2018 Water Conservation Legislation), to establish a new foundation for drought planning to adapt to climate change and the resulting longer and more intense droughts in California. The 2018 Water Conservation Legislation set new requirements for water shortage contingency planning.

The City's WSCP is consistent with the 2018 Water Conservation Legislation requirements. The City intends for this WSCP to be an adaptive management plan so that it may assess response action effectiveness and adapt to emergencies and catastrophic events. Refinement procedures and adoption requirements are provided in this plan to allow the City to modify this WSCP outside of the Urban Water Management Plan (UWMP) process.

2.0 WATER SUPPLY RELIABILITY ANALYSIS

The City's Water Supply Reliability Analysis and Seismic Risk Assessment and Mitigation Plan is included in Chapter 8 of the City's latest adopted UWMP. The UWMP also describes the City's existing and projected water use (Chapter 4), existing and planned water supplies by source (Chapter 6), and the water supply reliability assessment and the Drought Risk Assessment (Chapter 7). The Water Supply Reliability Analysis is not repeated in this WSCP because it is subject to periodic updates through the UWMP process. Instead, the WSCP relies on the UWMP to inform water shortage planning and implementation, while maintaining this document as a focused, operational plan.

Statewide water supply conditions, changes in groundwater levels, subsidence, and actions by the City's wholesale surface water suppliers may impact the City's available water supply. For the City, a water shortage condition occurs when the supply of potable water available cannot meet ordinary water demands for human consumption, sanitation, fire protection, and other beneficial uses. The City may be able to foresee its water shortage condition in some cases; however, in other cases, the water shortage

may be caused by an unforeseen sudden or emergency event. In general, the City's water supply conditions may be affected by the following issues:

- Placer County Water Agency (PCWA) supply availability and/or transmission or treatment issues
- Nevada Irrigation District (NID) supply availability and/or transmission issues
- City groundwater well production reduction and/or water quality issues

Approximately three months prior to July 1st, the City determines the expected purchased water and surface water supplies availability. In other cases, the City may experience unforeseen water shortage when catastrophic interruption of water supplies occurs due to regional power outage, an earthquake, or other potential emergency events. The City plans for potential water shortage events annually. The City conducts an annual water supply and demand assessment in accordance with this WSCP to determine its water supply conditions for the current year and a potential subsequent dry year. The analysis conducted is in the context of the City's water supply sources and reliability.

3.0 ANNUAL WATER SUPPLY AND DEMAND ASSESSMENT PROCEDURES

Starting July 1, 2022, California Water Code (CWC) Section 10632.1 requires water suppliers to conduct an Annual Water Supply and Demand Assessment (AWSDA) and submit an Annual Water Shortage Assessment Report. The assessment is conducted for the current year's upcoming dry season and the next year, assuming that the next year will be a dry year. This WSCP provides the procedures for the City to conduct its AWSDA. The findings from that assessment will provide information for City's Annual Water Shortage Assessment Report.

The procedures provided in this section are intended to assist the City in planning for potential, foreseeable shortage in water supplies. These procedures provide the steps the City needs to take that may lead to declaring a water shortage emergency and associated water shortage level (see Section 4) and implementation of water shortage response actions (see Section 5).

3.1 Decision Making Process

The City uses the decision making process described in this section to consistently determine its water supply reliability on an annual basis. The City may adjust and improve this process as needed to reflect organizational changes, evolving conditions, and regulatory requirements.

The Director of Public Works (Director), or his/her designee, is responsible for preparing the City's AWSDA and Annual Water Shortage Assessment Report and for submitting the report to the Department of Water Resources (DWR) by July 1st of each year. The Director directs City staff to gather key data inputs described in Section 3.2 and conduct the assessment in accordance with Section 3.3. In early to mid-spring, the City finalizes the assessment based on anticipated water deliveries. After completing the AWSDA, City staff submit the AWSDA and Annual Water Shortage Assessment Report to the Director of Public Works, or designee, for review.

Should the AWSDA indicate that a water shortage condition may be anticipated, the Director of Public Works, or designee, will present the AWSDA and Annual Water Shortage Assessment Report to the City Council for consideration. By state law, the City Council must declare a water shortage emergency and

authorize water shortage actions, if needed. If no water shortage event is anticipated, the AWSDA and Annual Water Shortage Assessment Report may be submitted directly to DWR without City Council action.

In general, the City will follow the schedule of activities shown in Table 1 for conducting AWSDA and decision making. These activities are described in further detail in the following subsections. Due to variations in climate and hydrologic conditions, the start and end dates shown in the table are approximate and may be adjusted as needed. The intent of the schedule is to allow shortage response actions to effectively address anticipated water shortage conditions in a timely manner while complying with the State's reporting requirements.

Table 1. Schedule of Assessment and Decision Making Activities

Latest Start Period	Task	Activity (ACT) Decision (DEC)	Responsible Party
Assessment Activities			
February to March	Determine available water supply for current year and one subsequent dry year. Describe source and quantities considering factors affecting supply as described in Section 3.2.	ACT	City Staff
February to March	Plan for water demands for current year and one subsequent dry year. Describe demand types and quantities considering factors presented in Section 3.2.	ACT	City Staff
February to March	Using the methodology described in Section 3.3, calculate the City's water supply reliability for the current year and one subsequent dry year.	ACT	City Staff
Late March to Early May	Complete AWSDA based on expected water deliveries from the City's wholesale water suppliers.	ACT	City Staff
Late April or Early May	Review AWSDA and Annual Water Shortage Assessment Report and provide comments, if needed.	ACT	Director of Public Works or designee
Decision Making Activities If Assessment Shows Available Supply May Not Meet Expected Demands			
Late April or Early May	Based on finalized determinations of AWSDA regarding water shortage condition and recommended actions, prepare recommendations on water shortage conditions determination and actions.	DEC	Director of Public Works or designee
Late April or Early May	Prepare ordinances or resolutions approving determinations and actions, if required.	DEC	Director of Public Works or designee
Early May	Coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency.	DEC	Director of Public Works or designee

Table 1. Schedule of Assessment and Decision Making Activities			
Latest Start Period	Task	Activity (ACT) Decision (DEC)	Responsible Party
Early to Late May	Based on determinations of the AWSDA, prepare the Annual Water Shortage Assessment Report with recommendations on water shortage condition. Submit for internal review.	ACT	City Staff
May	If a water shortage event is anticipated, present finalized determinations and recommendations to the City Council, along with ordinances or resolutions approving determinations and actions, if required.	DEC	Director of Public Works or designee
May	If a water shortage event is anticipated, receive presentation of finalized determinations and recommendations. Make determination of degree of emergency and authorize water shortage response actions for implementation, as needed.	DEC	City Council
Late May	Update AWSDA and Annual Water Shortage Assessment Report to include City Council authorization if applicable.	ACT	City Staff
Late May to Early June	If a water shortage emergency condition is declared, implement the WSCP and the water shortage response actions as approved by the City Council.	ACT	City Staff
Assessment and Report Submittal			
On or before July 1	Finalize AWSDA and Annual Water Shortage Assessment Report and submit to DWR.	ACT	City Staff

3.1.1 AWSDA Finding: Sufficient Water Supply to Meet Expected Demands

If the AWSDA finds that available water supply will be sufficient to meet expected demands for the current year and one subsequent dry year, no further action is required. City staff will submit the Annual Water Shortage Assessment Report to DWR by July 1 each year. The subsequent dry year may be similar to a single dry year as defined in Chapter 7 of the City's most recently adopted UWMP.

3.1.2 AWSDA Finding: Available Water Supply Will Not Meet Demands

Should the AWSDA find that available supply will not meet expected demands, the City will coordinate interdepartmentally, with the region's other water service providers, and with Placer County (County) for the possible proclamation of an emergency. The Director of Public Works, or his/her designee, will present the finalized assessment to the City Council, along with recommendations on water shortage condition determination and actions. Recommended actions may include declaration of a water shortage emergency, declaration of a water shortage condition, and water shortage actions.

Based on the findings of the AWSDA, the City Council will determine if a water shortage condition exists and, if needed, adopt a resolution declaring a water shortage emergency and an associated water shortage condition and authorizing water shortage actions. City staff will then prepare the City's Annual Water Shortage Assessment Report, incorporating the City Council determinations and approved actions.

3.2 Key Data Inputs

The AWSDA is required to evaluate supply and demands for the current year and one subsequent dry year. The following key data inputs will be used to evaluate the City's water supply reliability.

Planned water supplies are used as input to the AWSDA for the current year and the following one dry year. For the City of Lincoln, available supplies are primarily influenced by surface water deliveries from the PCWA, groundwater production from City-owned wells, and the operational capacity of the City's water system. In planning for water supplies, the factors that are typically considered include:

- Hydrological conditions affecting regional surface water supplies
- Regulatory conditions
- Contractual constraints
- Surface water quality conditions
- Infrastructure capacity constraints or changes
- Development Planning

Planned water supply sources and quantities will be described and be reasonably consistent with the supply projections in Chapter 6 (Normal-Year Water Supply Characterization) of the City's most recent UWMP.

Planned unconstrained water demands are used as input to the AWSDA for the current year and the following one dry year. Unconstrained water demands are customer demands where no water conservation measures are in effect. In planning for water demands, the following factors are considered:

- Weather conditions
- Water year type
- Population changes (e.g., due to development projects)
- Anticipated new demands (e.g., changes to land use)
- Pending policy changes that may impact demands
- Infrastructure operations

Planned water demands types and quantities will be described and be reasonably consistent with the demand projections in Chapter 4 (Water Use Characterization) of the City's most recent UWMP.

3.3 Assessment Methodology

In preparing the AWSDA, the City will use the following assessment methodology and evaluation criteria to evaluate the City's water supply reliability for the current year and following one dry year.

The City will use the AWSDA reporting tables provided by DWR in the WUEdata Portal,[1] or an equivalent reporting format, to evaluate current and future year water supply and demand conditions. Planned

[1] California Department of Water Resources. "Resources for Urban Water Suppliers." https://wuedata.water.ca.gov/manage_resources.asp?reportType=urban, last accessed January 21, 2026.

supply and demand inputs described in Section 3.2 will be entered in the spreadsheet in annual increments, or closer time intervals as necessary during water shortage conditions.

In summary, supply and demand will be compared to determine the reliability of the City's water supply in the current year and the following one dry year. The City's water supply for the current year and the following dry year will be determined reliable if water supplies are equivalent to or exceed projected unconstrained water demands. If water supply cannot meet anticipated water demands in the current year or the following dry year, the extent of the water shortage condition will be determined, and the City will prepare response actions for City Council consideration in accordance with this WSCP as further detailed in Section 12.0.

4.0 STANDARD WATER SHORTAGE LEVELS

To provide a consistent regional and statewide approach to conveying the relative severity of water supply shortage conditions, the State mandates that water suppliers plan for six standard water shortage levels that correspond to progressive ranges of up to 10, 20, 30, 40, 50 percent, and greater than 50 percent shortages from the normal reliability condition. Each shortage condition should correspond to additional actions water suppliers would implement to meet the severity of the impending shortages. A water shortage is the gap between available supply and projected demands. For the City's internal planning and operational purposes, the WSCP also identifies a Stage 0 (Normal Year) condition. Stage 0 does not represent a water shortage level but reflects normal operating conditions during which the City may implement ongoing water conservation and demand management practices.

The City's WSCP includes six levels that address up to a 50 percent gap and greater than a 50 percent gap between supply and demand. Table 2 presents the City's water shortage levels, which align with the state's standard levels of water shortage. The corresponding DWR submittal table is provided in Appendix B. The City's water shortage levels apply to both foreseeable and unforeseeable water supply shortage conditions.

Table 2. City Water Shortage Contingency Plan Levels (DWR Table 8-1 Retail)[a]		
Standard Shortage Level	Percent Shortage Range	Shortage Response Actions
Stage 0 (Normal year)	No Shortage	Ongoing water efficiency, conservation programs, and system maintenance.
1	Up to 10	Voluntary conservation measures, public outreach, and increased monitoring of water use and system conditions.
2	Up to 20	Enhanced conservation messaging, implementation of additional voluntary measures, and operational adjustments to improve system efficiency.
3	Up to 30	Implementation of mandatory conservation measures, increased enforcement, and operational actions such as expedited leak detection and repair.
4	Up to 40	Expanded mandatory restrictions, intensified enforcement, and additional operational changes to reduce water loss and system demand.
5	Up to 50	Significant demand reduction actions, strict enforcement of water use restrictions, and implementation of all available operational measures to reduce demand and maintain supply reliability.
6	Greater than 50	Maximum water use restrictions, emergency response actions, and implementation of all feasible demand reduction and supply augmentation measures.
(a) Detailed shortage response actions associated with each stage are described in Section 5.0 of this WSCP.		

As described in Section 3.0, the City will conduct an AWSDA to determine its water supply condition for the current year and a subsequent dry year. Preparing the AWSDA helps the City ascertain the need to declare a water shortage emergency and water shortage condition for foreseeable events. In certain cases, the City may need to declare a water shortage emergency in response to State action or due to unforeseen water supply interruptions. The City may also consider implementation based on regional supply shortages and/or neighboring agency supply constraints. It is the discretion of the City to determine if other agency's stage declarations are significant enough to cause a water shortage stage triggering event.

When the City anticipates or identifies that water supplies may not be adequate to meet the normal water supply needs of its customers, the City Council may determine that a water shortage exists and consider a resolution to declare a water shortage emergency and associated level. The shortage level provides direction on shortage response actions.

5.0 SHORTAGE RESPONSE ACTIONS

CWC § 10632(a)(4) requires shortage response actions that align with the defined shortage levels. The City's shortage response actions consist of a combination of demand reduction, supply augmentation, and operational changes. The City's suites of response actions are dependent on the event that precipitates a water shortage level, the time of the year the event occurs, the water supply sources available, and the condition of its water system infrastructure.

The City plans to use a balanced approach, combining demand reduction, supply augmentation, and operational changes to respond to the event and the resulting water shortage level. The City will adapt its implementation of response actions to close the gap between water supplies and water demand and meet the water use goals associated with the declared water shortage level.

Meters within the City's water system allow the City to compare current water demands with demand reduction goals and adjust its shortage response actions accordingly. The City water system is fully equipped with meters which can be read remotely. The City's Advanced Metering Infrastructure (AMI) system is complete and can provide real time water use data that allow the City to track the effectiveness of its response actions. A customer portal is planned in the future to provide users with information to actively manage their water use.

Water production and water use can be compared to previous periods. This continuous monitoring allows the City to assess water system demands and compare it with its water demand reduction goals. The City may then adjust its shortage response actions as needed to balance demands with available water supplies, based on observed system conditions and customer response, without seeking additional authorization or revision to this WSCP. For example, the City may intensify its public outreach or more vigorously enforce compliance with water use prohibitions if needed water demand reduction goals are not met for any specific shortage level. Conversely, the City may reduce public outreach frequency or adjust compliance actions if demand reduction goals are exceeded.

The shortage response actions discussed in the following sections may be considered as tools that allow the City to respond to water shortage conditions. Shortage response actions are initiated at the shortage levels shown and continue to be implemented at higher shortage levels. Because the City may continuously monitor and adjust its response actions to reasonably equate demands with available supply, the extent to which the gap between water supplies and water demand will be reduced by implementation of each action is difficult to quantify and is provided as an estimate. Certain response actions, such as public outreach and enforcement, support the effectiveness of other response actions and do not have a quantifiable effect on their own.

5.1 Demand Reduction Actions

During water shortage conditions, the City plans to reduce demand by implementing the actions shown in Table 3. Demand reduction actions are organized by the triggering water shortage level, and each action includes an estimate of how much its implementation will reduce the shortage gap. For each demand reduction action, Table 3 also indicates if the City uses compliance actions such as penalties, charges, or other enforcement. The corresponding DWR submittal table is provided in Appendix B. Demand reduction actions are initiated at the shortage levels shown and will continue to be implemented at higher shortage levels.

Table 3. Demand Reduction Actions (DWR Table 8-3 Retail)					
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	LMC Reference (if applicable)	Penalty, Charge, or Other Enforcement? (Yes or No)
0	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Not readily quantifiable	Required at all times; maintenance of water pipes and prohibition on leaks.	LMC §13.04.410	Yes
0	Landscape - Restrict or prohibit runoff from landscape irrigation	Not readily quantifiable	Unreasonable or wasteful runoff prohibited.	LMC §13.04.440	Yes
0	Other - Require automatic shut of hoses	Not readily quantifiable. City has permanent ordinance which prohibits watering of lawns and gardens with an open hose	Open-hose watering prohibited.	LMC §13.04.420	Yes
0	Water Features - Restrict water use for decorative water features, such as fountains	Boosts the effectiveness of other methods - not readily quantifiable	Decorative fountains without recirculating systems prohibited.	LMC §13.04.430	Yes
1	Pools and Spas - Require covers for pools and spas	Evapotranspiration of approximate surface area of pools	-	-	Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Boosts the effectiveness of other methods - not readily quantifiable	Water leaks shall be repaired within five days or sooner if required by the City.	LMC §13.04.430	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation. Not readily quantifiable	Operation of ornamental fountains without a recirculating system is prohibited.	-	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Not readily quantifiable. City has permanent ordinance which prohibits runoff of water in unreasonable amounts	-	-	Yes
1	Landscape - Other landscape restriction or prohibition	Not readily quantifiable. Dependent on number of precipitation events	Outdoor irrigation shall not occur during precipitation events or within 24 hours following a rain event of 0.20 inches or more.	LMC §13.04.430	Yes

Table 3. Demand Reduction Actions (DWR Table 8-3 Retail)					
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	LMC Reference (if applicable)	Penalty, Charge, or Other Enforcement? (Yes or No)
1	CII - Other CII restriction or prohibition	Boosts other methods as a public display of drought conservation. Not readily quantifiable	Hotels, motels, and other lodging establishments shall post a Notice of Drought Condition approved by the Director of Public Services.	-	Yes
1	CII - Restaurants may only serve water upon request	50 gal/day/commercial connection	-	-	Yes
2	Landscape - Limit landscape irrigation to specific times	Depends on times that irrigation will be allowed, but can reduce water use by 20-25 gallons per day per household	Outdoor irrigation is prohibited between 8:00 AM and 9:00 PM.	-	Yes
2	Landscape - Limit landscape irrigation to specific days	22 percent reduction in irrigation demands	Outdoor irrigation of ornamental turf limited to no more than two days per week; allowable days set by the City.	-	Yes
2	Other - Prohibit use of potable water for washing hard surfaces	Boosts other methods - not readily quantifiable	-	-	Yes
3	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation. Not readily quantifiable.	Operation of all ornamental fountains is prohibited.	-	Yes
3	Landscape - Other landscape restriction or prohibition	Boosts the effectiveness of other methods - not readily quantifiable	Planting or seeding of new ornamental turf is prohibited.	-	Yes
3	Landscape - Limit landscape irrigation to specific days	33 percent reduction in irrigation demands	Outdoor irrigation of ornamental turf limited to no more than three days per week; allowable days set by the City.	-	Yes

Table 3. Demand Reduction Actions (DWR Table 8-3 Retail)					
Shortage Level	Demand Reduction Actions	How much is this going to reduce the shortage gap?	Additional Explanation or Reference	LMC Reference (if applicable)	Penalty, Charge, or Other Enforcement? (Yes or No)
4	Other water feature or swimming pool restriction	Boosts the effectiveness of other methods - not readily quantifiable	Introduction of water into swimming pools and spas is prohibited except to maintain structural integrity of such facilities.	-	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	100-200 gal/year/residential connection	-	-	Yes
5	Landscape - Prohibit certain types of landscape irrigation	90 percent reduction in irrigation demands	Irrigation of yards or other landscaped areas containing lawn or turf grass is prohibited. Irrigation of trees is allowed.	-	Yes
6	Other	Up to shortage gap	Potable water to be used for health and safety purposes only.	-	Yes

5.2 Additional Mandatory Restrictions

In addition to demand reduction actions, the City has the mandatory water restrictions set forth in the LMC Chapter 13.04 Article VI found in Appendix A. Under water shortage Levels 1 through 6, certain uses of water may be restricted in accordance with the LMC.

The specific mandatory restrictions applicable during each water shortage level are maintained in the LMC and may be updated periodically. The WSCP relies on the LMC to define enforceable water use restrictions and does not duplicate ordinance language, ensuring that the most current requirements are always in effect. The City plans to update LMC Chapter 13.04 concurrently with adoption of this WSCP.

In addition to shortage-level restrictions, baseline water conservation requirements are continuously in effect under LMC Chapter 13.04 Article VI, regardless of water shortage conditions. These requirements generally address water waste, inefficient water use practices, maintenance of plumbing fixtures, irrigation practices, and other activities intended to prevent unnecessary water loss. These local restrictions are in addition to State mandated prohibitions. The City will enforce both State-mandated prohibitions and local water use restrictions as authorized by the LMC.

5.3 Supply Augmentation and Other Actions

The City's water supply portfolio consists of surface water supplies from PCWA and NID supplemented by local groundwater and recycled water, as described in Chapter 6 of the City's UWMP. The City manages the use of surface water supply conjunctively with the local groundwater. The City uses recycled water to reduce potable water demands from irrigation and industrial processing. During normal conditions and at any water shortage stage, depending on the water shortage event, the City's water supplies will be used to complement each other. For example, should its surface water supply from wholesalers be reduced, the City may increase its groundwater pumping.

Should the City's water supply portfolio be insufficient to meet the reduced demands of its customers, the City may augment its water supply and take other actions as summarized in Table 4. The City may also evaluate potential future supply augmentation options, such as additional regional interties or participation in regional water supply projects, to help mitigate potential shortage gaps. The shortage stage level for which each action will commence implementation is provided, along with the estimated extent that the action will reduce the shortage gap.

Table 4. Supply Augmentation and Other Actions (DWR Table 8-2 Retail)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value[(a)] (May be a range) (AF)	
1	Expand Public Information Campaign	Percentage	Up to 10%	City will expand volume and breadth of public outreach.
2	Other Actions (describe)	Percentage	Up to 10%	City will expand leak detection program to reduce water system losses.
2	Other Actions (describe)	Percentage	Up to 5%	City will reduce flushing, use of construction water, and street sweeping to reduce potable water demand.
3 - 6	New Recycled Water	Percentage	Up to 15%	City will expedite connecting new users to recycled water system to reduce potable water demand.

NOTES:
(a) Value shown is the shortage gap reduction value for the associated action. However, in practice, actual total shortage gap reduction would be cumulative and include shortage gap reductions from lower shortage levels.

5.4 Locally Appropriate Operational Changes

The City may modify its operations on a short term or long term basis in response to any water shortage condition. The City may take any one or a combination of the following actions.

- To facilitate supply augmentation, the City may operate any combination of groundwater wells to address shortages in surface water supplies.
- The City may expedite repairs of leaks in its water distribution system. Leak repairs will be prioritized based on severity and operational considerations to minimize water loss and maintain system reliability.
- During the duration of the water shortage condition, the City may limit maintenance water system flushing operations such that flushing is conducted only in areas with known water quality issues.

The City may also elect to implement operational measures to support implementation of the WSCP. This may include hiring temporary workers, reassigning staff, and/or increasing overtime to provide staffing for a range of efforts, such as conducting Water Waste Patrols, implementing the communication protocols, responding to customer service requests, scheduling, and conducting site assessments and consultations, processing incentive and rebate applications, and conducting compliance and enforcement efforts. The City may also elect to lower water system pressure and limit water main flushing. Operational changes will be considered at each level of water shortage to determine whether and when to implement such measures.

5.5 Emergency Response Plan

The City's water shortage levels outlined in Section 4.0 apply to both foreseeable and unforeseeable water supply shortage conditions, including catastrophic water shortage conditions.

The City's *Water System Emergency Response Plan* (ERP) addresses catastrophic water shortage conditions. The ERP outlines response procedures associated with unforeseeable incidents such as a regional power outage, earthquake, infrastructure failure, and other events. The ERP discusses the City's emergency management organization structure and communication protocols, resources and equipment which can be deployed in the event of an emergency, and external agencies and other resources the City can call upon if needed.

Alternate water sources identified in the ERP include bottled water or imported water trucked from other agencies to meet the health and safety needs of the City until normal water service can be restored. The City has established relationships with several external agencies which can provide aid to the City in the event of a water system emergency, including the Placer County Emergency Operations Unit and the Hazardous Materials (HAZMAT) Division at the City of Roseville.

To maintain the security of the City water system, the ERP is maintained as a confidential document and may not be incorporated in this UWMP.

6.0 COMMUNICATION PROTOCOLS

In the event of a water shortage, the City must inform its customers, the general public and interested parties, and local, regional, and state entities. Communication protocols for foreseeable and unforeseeable events are provided in this section. In any event, timely and effective communication must occur for appropriate response to the event. City staff are provided with City email accounts and cell phones to communicate internally and externally.

When a water shortage is determined, the City will coordinate interdepartmentally, with the region's water service providers, and with the County for the possible proclamation of a local emergency in accordance with California Government Code, California Emergency Services Act (Article 2, Section 8558).

6.1 Communication for Foreseeable Events

Water shortage may be foreseeable when the City conducts its AWSDA as described in Section 3.0. When the City determines the potential of a water shortage event, the City Council may determine and declare a water shortage emergency in accordance with LMC Article IX § 13.04.605 also found in Appendix A. The City will hold a duly noticed public meeting to present the current or predicted shortage. At the public meeting, the City Council will determine if a water shortage emergency condition exists and the degree of the emergency. The City Council will consider the shortage response actions triggered or anticipated to be triggered by the shortage level. As necessary, the City Council will act on the water shortage emergency declaration, associated water shortage level, and shortage response actions.

In general, the City will follow the communication protocols and procedures below and may trigger any of them at any water shortage level.

1. If a water shortage emergency is anticipated, the City will coordinate interdepartmentally, with the City's wholesale surface water suppliers, Regional Water Authority (RWA), and Placer County for the possible proclamation of a local emergency.
2. The City will issue a public notice for a City Council meeting during which the AWSDA findings and recommendations for a water shortage emergency and shortage response actions are presented.

3. The City will communicate actions to customers, the general public, and interested parties through a combination of bill stuffers and newsletters, website, press releases, and social media posts.
4. The City will communicate actions to relevant local, regional, and state officials and entities primarily through email correspondence.

The communication methods used to inform the public will vary depending on the severity and extent of the water shortage emergency. Communication techniques used will be modified as necessary to ensure the public stays informed of shortage response actions and other City actions until the water shortage emergency is lifted.

6.2 Communication for Unforeseeable Events

A water shortage may also occur during unforeseeable events such as earthquakes, fires, infrastructure failures, civil unrest, and other catastrophic events. For imminent events, the City Manager becomes the Director of Emergency Services and may proclaim a water shortage emergency in accordance with LMC Chapter 2.36 § 2.36.060 and activate the City's ERP. The City's ERP provides specific communication protocols and procedures to convey actions during these events. The City may trigger these communication protocols, depending on the event.

In general, communications and notifications should proceed along the chain of command. All City staff are provided their communication responsibilities. The City's Public Works Director or Environmental Services Manager serves as the Water Utility Emergency Response Manager (WUERM) and determines if and when communications to external parties should be made. The Public Information Officer (PIO) or Liaison Officer serve as the point of contact for communications with the public and regulatory agencies. The ERP provides a list of relevant contacts to notify at the local, regional, and state level.

The PIO is the official spokesperson for the City and is the only City staff authorized to speak directly to public media representatives. The ERP contains a list of contacts through which the PIO can disseminate information to the public. Additionally, the City maintains profiles on social media platforms, including Facebook and Twitter. These profiles may be used to convey information to staff and the public, in addition to their website and email.

To maintain the security of the City water system, the ERP is maintained as a confidential document and may not be incorporated in this UWMP.

7.0 COMPLIANCE AND ENFORCEMENT

This section describes how the City will ensure compliance with and enforcement of provisions of this WSCP. The City's procedures include protocols for treatment of violations and actions associated with more egregious levels of violation. The procedures include appeal and exemption processes.

7.1 Compliance and Enforcement Procedures

When a water shortage is anticipated, the City Council will adopt a resolution declaring a water shortage emergency condition and the regulations and restrictions that should be enforced in response to the declared water shortage level.

The City is metered system-wide, at production facilities and at each customer connection. Thus, water use can be quantified and compared to determine users' extent of compliance to water reduction requirements. The City may also become aware of non-compliance through water waste reporting by the general public, the City's online reporting tool, City staff inspections, and/or manual review of customer use data.

LMC Chapter 13.04 applies for violation of regulations and restrictions associated with the water shortage emergency declaration. The City Manager and duly designated representatives are authorized to enforce provisions of LMC Chapter 13.04 Article VI and Article IX. For these purposes, they have the power and discretion of a law enforcement office.

When the City becomes aware of violations, a written notice of the violation will be delivered to the customer at the premises or by first class mail and posted in a conspicuous location at the premises. A copy of the notice will also be mailed to the regularly billed customer for water use at the premises. The notice will describe the violation and request that it be corrected, cured, or abated within a reasonable period of time as determined by the City under the circumstances. The notice will include a list of potential consequences for failure to comply with the notice, including fines. Should the violation persist, the City may assess civil penalties as authorized under LMC Chapter 13.04. Civil penalties may be assessed at a daily rate as determined by the City. In addition to fines, the City may collect administrative costs incurred in the investigation, inspection, and reinspection of the property.

7.2 Appeal Process

LMC Chapter 13.04 outlines the appeal process for City customers. If a customer wishes to appeal the City's decision, they must submit a written appeal to the Director of Public Works, or designee, within ten calendar days of service of the notice. The Director of Public Works will request the City Attorney to appoint a hearing officer and to schedule a day, time, and place for an appeal hearing. Written notice regarding the hearing will be served at least ten calendar days prior to the hearing to the appealing customer. The decision of the hearing officer or hearing body on the appeal is final.

8.0 LEGAL AUTHORITIES

The LMC Chapter 13.04 supports the City's ongoing water use restrictions, including provisions for enforcement. LMC Chapter 13.04 provides the City authority to implement and enforce water use regulations during water shortage conditions.

LMC Chapter 2.36 designates the City Manager as the Director of Emergency Services for imminent emergencies. The City Manager may proclaim an emergency. As soon as practical, the City Manager will notify City Council. Within seven days of proclamation, the City Council shall take action to ratify the proclamation to continue the emergency proclamation.

In a duly noticed meeting, City Council will determine whether a water shortage emergency condition exists and, if so, the degree of the emergency and what regulations and restrictions should be enforced in response to the shortage. The water shortage emergency declaration will remain in effect until the City Council finds and declares by resolution that the water shortage emergency condition has abated, has changed in degree, or no longer exists.

The City shall declare a water shortage emergency in accordance with CWC Chapter 3 of Division 1.

> *California Water Code Division 1, Section 350*
>
> *The governing body of a distributor of a public water supply…shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.*

The water shortage emergency declaration triggers communication protocols described in Section 6.0 and compliance and enforcement actions described in Section 7.0.

9.0 FINANCIAL CONSEQUENCES OF WSCP

Because the City water charges are partially based on volumetric rates, the City may experience a reduction in revenue upon declaration of water supply shortage. The City anticipates that reduced water sales will lead to a reduction in revenue. The City also anticipates increased costs from implementing the WSCP as follows:

- Increased staff costs: salaries, benefits, materials and supplies for various staff and new hires required to administer and implement water shortage contingency program measures and actions
- Increased Operation and Maintenance (O&M) cost: Operations and maintenance costs associated with alternative sources of water supply, reduced system flows, or water quality challenges
- Increased cost of supply and treatment: purchase and treatment costs of new water supply or additional treatment due to existing source shortfalls

The City policy is to maintain adequate water fund reserves in the event water shortage and subsequent demand reduction measures impact the City's revenue. Rate increases may be necessary to offset decreased sales revenue and increased costs, if deemed necessary by the City Council.

The City periodically conducts water rate studies to evaluate the financial impacts of changes in water demand. As part of the future rate studies, the City may consider a drought surcharge. A drought surcharge would allow the City to mitigate revenue shortfalls and increased costs as a result of implementing this WSCP.

10.0 MONITORING AND REPORTING

The City water system is fully metered, from its water supply sources to individual customer meters. These meters may be used as monitoring tools for compliance and reporting purposes. The City's water system is fully equipped with AMI, which provide real-time meter readings. AMI allows the City to monitor customer water usage and system demands to support compliance evaluation, demand reduction assessment, and customer outreach, as needed. The City monitors and reports water conservation activities to the State monthly as part of the required Monthly Urban Water Conservation Reporting per the State Water Resources Control Board adopted Resolution No. 2020-0009.

If reduction goals are not met through implementation of the WSCP (during any water shortage level), the staff will notify the City Council, and more stringent action may be taken. Additionally, if it is determined that this WSCP requires refinements to achieve reduction targets, the City will revise the WSCP according to the procedures discussed in Section 11.0 and then adopt it and make it available as discussed in Section 12.0.

11.0 WSCP REFINEMENT PROCEDURES

This WSCP is an adaptive management plan. It is subject to refinements as needed to ensure that the City's shortage response actions and mitigation strategies are effective and produce the desired results. Based on monitoring described in Section 10.0 and the need for compliance and enforcement actions described in Section 7.0, the City may adjust its response actions and may modify its WSCP. When a revised WSCP is proposed, the revised WSCP will undergo the process described in Section 12.0 for adoption by the City Council and distribution to the County, its customers, and the public.

Feedback from City staff and the public is important in refining or incorporating new actions. The City seeks input from staff who interface with customers to gauge the effectiveness of its response actions and for response action ideas. The City seeks input from its customers and the general public through its website and through regularly scheduled City Council meetings.

Customer water meter data may be evaluated for each customer sector or each individual customer. The City tracks water use violations and may evaluate their frequency to determine restrictions that customers may not be able to meet. This evaluation may also show water demand reduction actions that customers may effectively implement.

12.0 PLAN ADOPTION, SUBMITTAL, AND AVAILABILITY

The WSCP may be adopted concurrently with the City's UWMP, by separate resolution, and may be revised and adopted at any time by the City. Prior to adoption, a duly noticed public hearing is conducted. An electronic copy of the WSCP will be submitted to DWR within 30 days of adoption.

No later than 30 days after submittal to DWR, an electronic copy of this WSCP will also be available for public review and download on the City's website.

Appendix A

Lincoln Municipal Code Chapter 13.04

Article VI. - Conservation

Footnotes:
*--- (**1**) ---*
***Editor's note—** Ord. No. 1037B, § 5, adopted June 22, 2021, repealed the former Article VI, §§ 13.04.410—13.04.440, and § 6 of said ordinance, enacted a new Article VI as set out herein. The former Article VI pertained to similar subject matter and derived from Ord. No. 888B, § 2, November 12, 2013; Ord. No. 974B, § 2(Exh. 1), August 28, 2018.*

13.04.410 - Condition of plumbing.

All consumers, whether owners or not, shall maintain and keep in good repair the water pipes on the interior and exterior of the property served. Such persons shall not allow faucets or water closets to leak, and such fixtures must not be left running.

(Ord. No. 1037B, § 6, 6-22-2021)

13.04.420 - Watering spray or nozzle required.

Watering of lawns and gardens from an open hose is prohibited. A spray or nozzle must, in all cases, be used.

(Ord. No. 1037B, § 6, 6-22-2021)

13.04.430 - Irrigation hours.

The city reserves the right to limit irrigation hours in the case of water shortages or emergencies.

(Ord. No. 1037B, § 6, 6-22-2021)

13.04.440 - Gross waste.

It is unlawful and an infraction for any person to cause or allow any water received by such person to flow away in unreasonable amounts, from property owned or occupied by such persons, in any gutter, ditch or other manner over the surface of the ground.

(Ord. No. 1037B, § 6, 6-22-2021)

13.04.445 - Water shortage contingency plan.

Upon declaration of a water shortage emergency, the City shall implement the conservation regulations associated with the declared water shortage emergency stage as set forth in Table 4 of section 4.1 of the most recently city council approved City of Lincoln Water Shortage Contingency Plan, in its entirety. It is unlawful and an infraction for any person to fail to comply with the associated demand reduction actions for the water shortage emergency stage associated with the city council's water shortage emergency declaration.

(Ord. No. 1037B, § 6, 6-22-2021)

Article IX. - Water Conservation; Penalties

> *Footnotes:*
> *--- (**2**) ---*
> ***Editor's note—** Ord. No. 1037B, § 5, adopted June 22, 2021, repealed the former Article IX, §§ 13.04.600—13.04.620, and § 7 of said ordinance, enacted a new Article IX as set out herein. The former Article IX pertained to similar subject matter and derived from Ord. No. 899B, § 3, May 26, 2015; Ord. No. 900B, § 2, June 9, 2015; Ord. No. 974B, § 2(Exh. 1), August 28, 2018.*

13.04.600 - City manager authority to implement the city's water shortage contingency plan.

The city manager is authorized to enact, impose, implement, and modify water conservation restrictions in order to meet the state or local water conservation standards, as described in the city's adopted water shortage contingency plan.

(Ord. No. 1037B, § 7, 6-22-2021)

13.04.605 - City council authority to declare a water shortage emergency and impose water conservation restrictions.

The city council shall declare a water shortage emergency condition to prevail within the city whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the city's water supply to the extent that there would be insufficient water for human consumption, sanitation, and fire protection. Declaration of a water shortage emergency shall trigger communication protocols described in Section 5 of the water shortage contingency plan and compliance and enforcement actions within Chapter 13, Article VI. Conservation and Chapter 13, Article IX, Section 13.04.160. Penalties for violation of water conservation restrictions, of the Lincoln Municipal Code described in Section 6 of the Water Shortage Contingency Plan.

(Ord. No. 1037B, § 7, 6-22-2021)

13.04.610 - Penalties for violation of water conservation restrictions.

Notwithstanding any other provision of law, any person who violates any ordinance, resolution, standard, or other restriction relating to water conservation shall be subject to the following penalties:

(1) The first and second violations within a one-year period shall be subject to an oral or written warning.

(2) The third violation within a one-year period shall be punishable by a fine not to exceed $51.00 per occurrence. The city manager or his appointee may waive these fines if the violating party participates in a water conservation education course provided or approved by the city.

(3) The fourth and following violations within a one-year period shall be punishable by a fine not to exceed $500.00 per occurrence.

(4) For purposes of this article, each day that a violation occurs shall be considered a separate occurrence.

(5) The city manager or his/her designee(s) shall be authorized to enforce the provisions of this article.

(Ord. No. 1037B, § 7, 6-22-2021)

13.04.620 - Appeals.

Penalties imposed pursuant to Section 13.04.610 may be appealed to a hearing officer or hearing body appointed by the city manager. Any such appeal shall be submitted in writing to the city clerk within ten days of the notice of the violation. The decision of the hearing officer or hearing body shall be final and subject to no further administrative appeals. To the extent that is not inconsistent with the provisions of this article, the provisions of Chapter 1.20 shall govern the administrative citation and appeal process for fines imposed hereunder.

(Ord. No. 1037B, § 7, 6-22-2021)

Appendix B

DWR 2025 Urban Water Management Plan Tables

Submittal Table 8-1: Cross-reference for Standard vs Supplier Shortage Levels Water Code Section 10632(a)(3)(B)			
☑	Check the box if the Supplier uses the Standard six levels of water shortage. Proceed to the next table.		
Standard Shortage Levels	**Percent Shortage Range**	**Suppliers Shortage Levels**	**Percent Shortage Range**
1	Up to 10%		
2	Up to 20%		
3	Up to 30%		
4	Up to 40%		
5	Up to 50%		
6	>50%		
NOTES:			

Submittal Table 8-2 Retail: Supply Augmentation and Other Actions Water Code Section 10632(a)(4)(A),(C) and (E)				
Yes	Is the Supplier completing this table using the standard six levels? (yes/no)			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)
		Volume or Percentage Drop down	Shortage Gap Reduction Value[(a)] (May be a range) (AF)	
Add additional rows as needed				
1	Expand Public Information Campaign	Percentage	Up to 10%	City will expand volume and breadth of public outreach.
2	Other Actions (describe)	Percentage	Up to 10%	City will expand leak detection program to reduce water system losses.
2	Other Actions (describe)	Percentage	Up to 5%	City will reduce flushing, use of construction water, and street sweeping to reduce potable water demand.
3 - 6	New Recycled Water	Percentage	Up to 15%	City will expedite connecting new users to recycled water system to reduce potable water demand.
DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.				

NOTES:
(a) Value shown is the shortage gap reduction value for the associated action. However, in practice, actual total shortage gap reduction would be cumulative and include shortage gap reductions from lower shortage levels.

Submittal Table 8-3 Retail: Demand Reduction Actions
Water Code Section 10632(a)(4)(B),(D), and (E)

Yes	Is the Supplier completing this table using the standard six levels? (yes/no)				
Shortage Level	Demand Reduction Actions **Drop down list** These are the only categories that will be accepted by the WUEdata online submittal tool. Select those that apply.	How much is this going to reduce the shortage gap?		Additional Explanation or Reference (OPTIONAL)	Penalty, Charge, or Other Enforcement? **For Retail Suppliers Only** Drop Down List
		Volume or Percentage Drop down	Shortage Gap Reduction Value (May be a range) (AF)		
Add additional rows as needed					
0	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Not readily quantifiable		Required at all times pursuant to LMC §13.04.410 (maintenance of water pipes; prohibition on leaks).	Yes
0	Landscape - Restrict or prohibit runoff from landscape irrigation	Not readily quantifiable		Unreasonable or wasteful runoff prohibited pursuant to LMC §13.04.440.	Yes
0	Other - Require automatic shut of hoses	Not readily quantifiable. City has permanent ordinance which prohibits		Open-hose watering prohibited pursuant to LMC §13.04.420.	Yes
0	Water Features - Restrict water use for decorative water features, such as fountains	Boosts the effectiveness of other methods - not readily quantifiable		Decorative fountains without recirculating systems prohibited pursuant to LMC §13.04.430.	Yes
1	Pools and Spas - Require covers for pools and spas	Evapotranspiration of approximate surface area of pools			Yes
1	Other - Customers must repair leaks, breaks, and malfunctions in a timely manner	Boosts the effectiveness of other methods - not readily quantifiable		Water leaks shall be repaired within five days or sooner if required by City.	Yes
1	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation. Not readility quantifiable.		Operation of ornamental fountains that do not have a recirculating system is prohibited.	Yes
1	Landscape - Restrict or prohibit runoff from landscape irrigation	Not readility quantifiable. City has permanent ordinance which prohibits			Yes
1	Landscape - Other landscape restriction or prohibition	Not readility quantifiable. Dependent on number of precipitation events.		Outdoor irrigation shall not occur during precipitation events or within 24 hours of a rain event that produced 0.20 inches of precipitation or more.	Yes
1	CII - Other CII restriction or prohibition	Boosts other methods as a public display of drought conservation. Not readility quantifiable.		Operators of hotels, motels, and other commercial establishments offering lodging shall post in each room and at each site, a Notice of Drought Condition, approved by the Director of Public Services.	Yes
1	CII - Restaurants may only serve water upon request	50 gal/day/commercial connection			Yes
2	Landscape - Limit landscape irrigation to specific times	Depends on times that irrigation will be allowed, but can reduce water use by 20-25 gallons per day per household		Outdoor irrigation is prohibited between the hours of 8:00 AM and 9:00 PM. Implemented pursuant to City authority under LMC §13.04.430 and adopted water shortage response actions.	Yes
2	Landscape - Limit landscape irrigation to specific days	22 percent reduction in irrigation demands		Outdoor irrigation of ornamental turf shall be limited to no more than three days per week. The allowable days for irrigation will be established by the City.	Yes
2	Other - Prohibit use of potable water for washing hard surfaces	Boosts other methods - not readily quantifiable			Yes
3	Water Features - Restrict water use for decorative water features, such as fountains	Boosts other methods as a public display of drought conservation. Not readility quantifiable.		Operation of all ornamental fountains is prohibited.	Yes
3	Landscape - Other landscape restriction or prohibition	Boosts the effectiveness of other methods - not readily quantifiable		Planting or seeding of new ornamental turf is prohibited, including new turf planted or seeded to replace existing turf.	Yes
3	Landscape - Limit landscape irrigation to specific days	33 percent reduction in irrigation demands		Outdoor irrigation of ornamental turf shall be limited to no more than two days per week. The allowable days for irrigation will be established by the City.	Yes
4	Other water feature or swimming pool restriction	Boosts the effectiveness of other methods - not readily quantifiable		Introduction of water into swimming pools and spas is prohibited except to maintain structural integrity of such facilities.	Yes
4	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	100-200 gal/year/residential connection			Yes
5	Landscape - Prohibit certain types of landscape irrigation	90 percent reduction in irrigation demands		Irrigation of yards or other landscaped areas containing lawn or turf grass is prohibited. Irrigation of trees is allowed.	Yes
6	Other	Up to shortage gap		Potable water to be used for health and safety purposes only.	Yes

DWR NOTES: Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Submittal Table 2-3.

NOTES:

Appendix G

Water Rate Structure

13.04.200 - Rate classifications.

(a) The city will operate and maintain its water systems in an efficient and economical manner to distribute and supply water as fairly and equitably as possible. The charges to be made for service will be set at rates no higher than necessary to enable the city to recover all costs of distributing and supplying water and shall include any costs for:

(1) Purchasing, pumping, transmitting, sampling and testing, and distributing water;

(2) Customer service;

(3) Administration;

(4) Overhead;

(5) Debt service; and

(6) Renewal and replacements of facilities.

(b) Water user rates shall consist of a fixed meter charge, fixed capital component and metered rate, and shall be set by the city council, as provided in this chapter.

(Ord. No. 1064B, § 5(Att. A), 8-22-2023; Ord. No. 974B, § 2(Exh. 1), 8-28-2018; Ord. No. 888B, § 2, 11-12-2013)

13.04.202 - Flat water use rates.

Monthly Service Charges. Effective October 1, 2023, July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027, the monthly fixed meter charges and water CIP component shall be as follows:

Effective Date		Oct 1, 2023	Jul 1, 2024	Jul 1, 2025	Jul 1, 2026	Jul 1, 2027
Monthly Fixed Charge						
Meter Size						
¾-inch		$26.99	$27.80	$28.64	$29.50	$30.39
1-inch		$39.25	$40.43	$41.65	$42.90	$44.19

1½-inch		$82.14	$84.61	$87.15	$89.77	$92.47
2-inch		$125.03	$128.79	$132.66	$136.64	$140.74
3-inch		$275.15	$283.41	$291.92	$300.68	$309.71
4-inch		$468.16	$482.21	$496.68	$511.59	$526.94
6-inch		$988.97	$1,018.64	$1,049.20	$1,080.68	$1,113.11
8-inch		$1,724.24	$1,775.97	$1,829.25	$1,884.13	$1,940.66
Monthly Water Capital Component						
Meter Size						
¾-inch		$14.25	$14.68	$15.13	$15.59	$16.06
1-inch		$23.74	$24.46	$25.20	$25.96	$26.74
1½-inch		$56.97	$58.68	$60.45	$62.27	$64.14
2-inch		$90.19	$92.90	$95.69	$98.57	$101.53
3-inch		$206.49	$212.69	$219.08	$225.66	$232.43
4-inch		$356.01	$366.70	$377.71	$389.05	$400.73
6-inch		$759.47	$782.26	$805.73	$829.91	$854.81

8-inch		$1,329.07	$1,368.95	$1,410.02	$1,452.33	$1,495.90

(Ord. No. 1064B, § 5(Att. A), 8-22-2023; Ord. No. 974B, § 2(Exh. 1), 8-28-2018; Ord. No. 888B, § 2, 11-12-2013)

13.04.205 - Metered water use rates.

The monthly charges for metered water. Effective October 1, 2023, July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027, the volumetric rate per 1,000 gallons (kgal) shall be:

Effective Date		Oct 1, 2023	Jul 1, 2024	Jul 1, 2025	Jul 1, 2026	Jul 1, 2027
Usage, $/kgal						
Potable Water		$3.64	$3.75	$3.87	$3.99	$4.11

(Ord. No. 1064B, § 5(Att. A), 8-22-2023; Ord. No. 1017B, § 5, 10-27-2020; Ord. No. 974B, § 2(Exh. 1), 8-28-2018; Ord. No. 938B, § 2, 2-28-2017; Ord. No. 888B, § 2, 11-12-2013)

Appendix H

UWMP and WSCP Adoption Resolutions

RESOLUTION 2026-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ADOPTING THE CITY OF LINCOLN 2025 URBAN WATER MANAGEMENT PLAN

WHEREAS, the City of Lincoln is required to update its Urban Water Management Plan every five years pursuant to the Urban Water Management Planning Act, California Water Code section 10610 et seq.; and

WHEREAS, West Yost has prepared the City of Lincoln 2025 Urban Water Management Plan consistent with the Department of Water Resources 2025 Urban Water Management Plan Guidebook and requirements; and

WHEREAS, a duly noticed public hearing on the Draft 2025 Urban Water Management Plan was held by the City Council on May 26, 2026; and

WHEREAS, the 2025 Urban Water Management Plan evaluates the City's water supplies, demands, service reliability, drought planning, demand management measures, and related implementation requirements through 2050; and

WHEREAS, following adoption, the 2025 Urban Water Management Plan is to be submitted to the California Department of Water Resources, the California State Library, and applicable cities and counties as required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln as follows:

Section 1. The City Council hereby adopts the City of Lincoln 2025 Urban Water Management Plan.

Section 2. The City Council directs staff to submit the adopted 2025 Urban Water Management Plan in accordance with applicable California Water Code requirements.

PASSED AND ADOPTED this 26th day of May, 2026 by the following vote:

AYES:	Councilmembers:	Andreatta, Brown, Eklund, Pearl, Reedy
NOES:	Councilmembers:	NONE
ABSENT:	Councilmembers:	NONE
ABSTAIN:	Councilmembers:	NONE

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk

RESOLUTION 2026-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ADOPTING THE CITY OF LINCOLN 2025 WATER SHORTAGE CONTINGENCY PLAN

WHEREAS, the City's Water Shortage Contingency Plan describes the City's plan for preparing for and responding to water shortages; and

WHEREAS, the 2025 Water Shortage Contingency Plan includes the City's framework for annual water supply and demand assessment, six standard water shortage levels, shortage response actions, communication, compliance and enforcement, monitoring, and plan implementation; and

WHEREAS, the 2025 Water Shortage Contingency Plan is included as Appendix F to the City of Lincoln 2025 Urban Water Management Plan and is adopted by separate resolution; and

WHEREAS, a duly noticed public hearing on the Draft 2025 Water Shortage Contingency Plan was held by the City Council on May 26, 2026; and

WHEREAS, following adoption, the 2025 Water Shortage Contingency Plan is to be submitted and made available as required by applicable law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln as follows:

Section 1. The City Council hereby adopts the City of Lincoln 2025 Water Shortage Contingency Plan.

Section 2. The City Council directs staff to submit and make available the adopted 2025 Water Shortage Contingency Plan in accordance with applicable California Water Code requirements.

PASSED AND ADOPTED this 26th day of May, 2026 by the following vote:

AYES:	Councilmembers:	Andreatta, Brown, Eklund, Pearl, Reedy
NOES:	Councilmembers:	NONE
ABSENT:	Councilmembers:	NONE
ABSTAIN:	Councilmembers:	NONE

Richard Pearl, Mayor

ATTEST:

Hope Ithurburn, City Clerk