

# Colusa Local Agency Formation Commission

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## MEMORANDUM

March 1, 2018

**TO:** LAFCo Commissioners  
**FROM:** John Benoit, Executive Officer  
**RE:** CCWD Reorganization

This reorganization was originally scheduled for the November 2, 2017 and December 7, 2017 LAFCo meetings and has been continued to the January 4, 2018 LAFCo meeting and the March 1, 2017 meetings. Please bring the information distributed for the November 2017, December 2017 and January 2018 meetings to the March 1, 2018 LAFCo meeting. Otherwise, information for those meetings has been posted on the LAFCo Website: [www.colusalafco.org](http://www.colusalafco.org)

Enclosed please find a revised Resolution including three additional terms and conditions to be considered by the Commission as follows:

17. The District shall send to LAFCo a letter affirming territory subject to payment of any fairly attributable outstanding fees and an appropriate buy-out of CCWD's Bureau of Reclamation contract obligations and (or) debt have paid prior to the issuance of the Certificate of Completion. Likewise a letter shall state lands requesting detachment will not be further assessed by the district and other landowners shall not be financial responsible for any additional payments,
18. The District shall send LAFCo a letter affirming that all territory in which annexation is requested must pay off any prior obligations not found to have been paid.
19. The CCWD shall forward to LAFCo an updated Bureau of Reclamation Map reflecting the new District service area.

In addition, please find the following:

1. A February 20, 2018 letter of response from David R.E. Aladjem, Attorney for the Colusa County Water District responding to Paul Minasian's January 3<sup>rd</sup>, 2018 letter, and
2. A Draft Agreement entitled "AGREEMENT OF LANDOWNER WAIVING THE BENEFITS OF AND CLAIMS OF CREDITS FOR GROUNDWATER RECHARGE AND GROUNDWATER STORAGE ARISING FROM DELIVERIES OF AND USE OF RECLAMATION WATER WITHIN COLUSA COUNTY WATER DISTRICT" (Agreement of Landowner Waving the Rights)

# Colusa Local Agency Formation Commission

## Recommendation:

Prior to considering this reorganization, please review the above information received and the information received at the November 2017 and December 2017 and January 2018 meetings as well as consider the inclusion of new terms and conditions #17, #18 and #19 as well as inclusion of an additional term and condition requiring landowners to sign the **"Agreement of Landowner Waving the Rights"** as suggested by Mr. Minasian.

**Resolution 2017-0006 of the**  
**Colusa Local Agency Formation Commission**  
**Colusa County, California**

*A Resolution Making Determinations and Approving the Annexation of 1,607.39-acres more or less to the Colusa County Water District and Detachment of 4,998.56-acres more or less from the Colusa County Water District*

WHEREAS, a Resolution of Application for Annexation of 1,607.39-acres more or less and Detachment of 4,998.56-acres more or less to and from the Colusa County Water District has been filed with the Executive Officer of the Colusa Local Agency Formation Commission; and said application complied with all the requirements of law and the Commission; and,

WHEREAS, the proceedings for this reorganization are governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act, Section 56000 *et seq.* of the Government Code; and

WHEREAS, no public hearing by the Commission for this application is required since there is 100% landowner consent, it is consistent with the Sphere of Influence and the territory is uninhabited; and

WHEREAS, the Executive Officer has reviewed the application and has prepared a report including staff recommendations thereon within the time required by law and has furnished copies of said report to the Commission and to all other persons required by law to receive it; and

WHEREAS, at a meeting on November 2<sup>nd</sup> 2017, December 7, 2017, January 4, 2018 and March 1, 2018 the Commission considered the proposal and the report of the Executive Officer; the factors determined by the Commission to be relevant to this proposal, including, but not limited to, factors specified in Government Code Section 56668; and all other relevant evidence and information presented at said meeting.

NOW THEREFORE, the Colusa Local Agency Formation Commission does hereby resolve and order the following:

1. The foregoing recitals are true and correct.
2. The territory comprises an annexation of 1,607.39-acres more or less and a Detachment of 4,998.56-acres more or less
3. The change of organization is assigned the following distinctive short-term designation:  
***LAFCO 2017-0001 - Colusa County Water District Cleanup Reorganization***
4. The proposal is consistent with the sphere of influence of the Colusa County Water District. The Commission has considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, Sphere

of Influence and General Plan consistency, and other factors specified in Government Code Section 56668 and as described in the staff report dated November 2, 2017.

5. The Commission adopts the determinations regarding consistency with LAFCO Policies contained in the staff report for this project and incorporates them by reference herein.
6. The purpose of this reorganization is place territory receiving district water into the district and remove territory not receiving water outside the district.
7. In reviewing this application, the Commission finds that irrigation water services to be provided by Colusa County Water District are necessary and that there will not be a duplication of other powers provided by any other special district.
8. In reviewing this application, this Commission has considered each of the factors required by Government Code Section 56668 and LAFCO's adopted policies.
9. The LAFCO Executive Officer's Staff Report including attachments and recommendation for approval of the proposal is hereby incorporated by reference and hereby adopted.
10. The map and boundary descriptions shall comply with the requirements of the County Surveyor. The boundary description and map, if rejected by the County Surveyor or amended by LAFCO, will be revised at the expense of the applicant. The applicant shall be responsible for any associated costs. The boundary description and map, if amended by action of the Commission, will be revised and checked by the Colusa County Surveyor at the expense of the applicant, prior to filing of the Certificate of Completion.
11. The boundaries, as set forth in the proposal and amended by action of the Commission, are hereby approved as submitted and subject to approval of the County Surveyor and must include the following language "Colusa LAFCo File 2017-0001 Colusa County Water District Cleanup Reorganization" and are as described in Exhibits "A1- A-8" Annexation Boundary Descriptions and "B1 - B-8" Annexation Maps attached and "C1 - C17" Detachment Boundary Descriptions and "D1 - D17" Detachment Maps hereto and by this reference incorporated herein subject to the terms and conditions included.
12. As stated in the LAFCO Staff Report dated November 2, 2017, the amount of base property tax and tax increment transferred shall be in accordance with Colusa County Resolution 00-47 attached hereto as Exhibit "E".
13. Said reorganization territory is found to be uninhabited.
14. All Colusa County, LAFCO and State of California fees must be paid in full prior to filing the Certificate of Completion. LAFCO will forward invoices and (or) a list of required fees prior to filing the Certificate of Completion for direct payment to the agency by project proponent.

15. Further protest proceedings are waived and the Commission orders the Annexation of 1,607.39 acres more or less and Detachment of 4,998.56 acres more or less to the Colusa County Water District, pursuant to Part 4 commencing with Section 57000. Satisfactory proof has been given that the subject territory is uninhabited, that all landowners within the affected territory have given their written consent to the proposal and all affected agencies have not objected in writing to the waiver of conducting authority proceedings (Section 56663 of Government Code). Therefore, The Commission does hereby approve and authorize the conducting authority to annex the territory described in Exhibits "A1- A-8" Annexation Boundary Descriptions and "B1 - B-8" Annexation Maps attached and "C1 - C17" Detachment Boundary Descriptions and "D1 - D17" Detachment Maps to the Colusa County Water District without notice and election.
16. The Commission hereby adopts the Notice of Exemption and makes a specific determination that the issues as adopted by LAFCo adequately address this change of organization and no unusual circumstances exist with respect to the reorganization.
17. All Colusa County Water District previously authorized assessments; taxes, fees and charges shall apply to any annexed territory upon recordation of the Certificate of Completion. All annexed property shall comply with the terms and conditions contained in the written policies of the Colusa County Water District.
18. This reorganization shall be subject to all terms and conditions as set forth in Colusa County Water District Resolution 2017-4 adopted on June 14, 2017 and attached to the Executive Officer's report dated November 2, 2017.
19. The District shall send to LAFCo a letter affirming territory subject to payment of any fairly attributable outstanding fees and an appropriate buy-out of CCWD's Bureau of Reclamation contract obligations and (or) debt have paid prior to the issuance of the Certificate of Completion. Likewise a letter shall state lands requesting detachment will not be further assessed by the district and other landowners shall not be financial responsible for any additional payments,
20. The District shall send LAFCo a letter affirming that all territory in which annexation is requested must pay off any prior obligations not found to have been paid.
21. The CCWD shall forward to LAFCo an updated Bureau of Reclamation Map reflecting the new District service area.
22. An electronic copy of Exhibits A and B in PDF format, two large copies (18 x 24) and two 8 1/2 x 11 reductions of all maps along with two copies of the final LAFCO approved boundary description shall be submitted to LAFCO prior to recordation of the Certificate of Completion.
23. Approval of this change of organization is conditioned upon the applicant's obligation to defend, indemnify, and hold harmless the Colusa Local Agency

Formation Commission and its agents, officers and employees from any claim, action or proceeding against the Commission or its agents, officers, and employees; including all costs, attorney's fees, expenses and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, or void the approval or determinations of this Commission concerning this reorganization. The Colusa Local Agency Formation Commission shall promptly notify the applicant of any such claim, action, or proceeding and be entitled to representation by counsel of its choosing.

24. The Executive Officer of this Commission is instructed to mail a certified copy of this resolution to those persons so indicated on the application and as required by Government Code Section 56882.
25. The Executive Officer is directed to record a Certificate of Completion for this proposal upon completion of all proceedings.
26. Completion of proceedings shall be concluded within one year after adoption of this resolution. If the proceedings are not concluded within one year after passage of this resolution, all proceedings shall be terminated unless the LAFCo Commission grants an extension.

PASSED AND ADOPTED by this Local Agency Formation Commission of the County of Colusa, on the 1st day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Signed and approved by me after its passage this 1st day of March 2018

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Brandon Ash, Chair – Colusa Local Agency  
Formation Commission

Attest:

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John Benoit, Executive Officer  
Colusa Local Agency Formation Commission

February 20, 2018

**VIA USPS AND ELECTRONIC MAIL**

[lafco@countyofcolusa.org](mailto:lafco@countyofcolusa.org)

[johnbenoit@surewest.net](mailto:johnbenoit@surewest.net)

John Benoit  
Executive Officer  
Colusa County Local Agency Formation Commission  
P.O. Box 2694  
Granite Bay, California 95746

Re: Colusa County Water District Cleanup Reorganization

Dear Mr. Benoit:

Our firm represents the Colusa County Water District (CCWD). This letter responds to the letter dated January 3, 2018 from Paul Minasian regarding the proposed reorganization. Put simply, as described below, the comments contained in that letter: (i) misunderstand the factual circumstances of this reorganization, (ii) misunderstand the Cortese-Knox-Hertzberg Act and/or the California Environmental Quality Act, or (iii) are premature and should be directed to the Colusa County groundwater sustainability joint powers authority. For those reasons, LAFCo should proceed expeditiously to process and approve the proposed reorganization.

1. *The Changes Proposed by LAFCo Simply Conform CCWD's Boundaries to Past Practice*

As the Commission's staff report has rightly noted, the changes requested by CCWD are an administrative "clean-up" effort that is intended to ensure that the official boundaries of the District match the existing patterns of land use in the area. Contrary to the suggestions in Mr. Minasian's letter, the proposed reorganization would not change any of the services currently provided by CCWD, would not change the land use patterns within CCWD or elsewhere, and would not modify CCWD's sphere of influence. Instead, the proposed reorganization would detach properties that have not paid assessments and have not received services from CCWD and would include properties within CCWD's sphere of influence that have been paying for and receiving services from CCWD. It seems to CCWD that such an administrative "clean-up" is precisely the type of action that LAFCo should undertake in order to ensure the efficient and effective provision of governmental services, as required by the Cortese-Knox-Hertzberg Act.

It is important to note that CCWD Resolution No. 2017-4 provided that the detachment of lands requesting detachment would be subject to the payment of any outstanding fees, including an appropriate buy-out of CCWD's Bureau of Reclamation 9(d) contract obligations, prior to the issuance of any Certificate of Completion by LAFCo. In this way, the owners of above noted lands would pay all of their obligations to CCWD and/or Reclamation prior to being allowed to detach from CCWD; this provision is intended to keep the remaining landowners, CCWD and Reclamation whole. Similarly, while there was a clerical error that left certain lands within CCWD's sphere of influence outside of the service area map of CCWD's contract with Reclamation, those lands to be annexed have paid their obligations to CCWD over the past decades as if they were within the service area map. Final approval of annexations would also be dependent on annexed lands paying off any prior obligations not found to have been paid. Thus, the inclusion of these landowners will not have any adverse impact on other landowners, on CCWD or on Reclamation. Indeed, by conforming CCWD's district boundaries to the actual payments by landowners and the delivery of water by CCWD, the proposed reorganization is fair and equitable.

Mr. Minasian's letter requests that LAFCo delay the proposed reorganization based on a variety of factual misunderstandings. The letter, however, does not recognize the very real value to the affected landowners, CCWD and Reclamation that will result from the proposed reorganization. Cleaning up the administrative matters described in the proposed reorganization fosters the values of governmental efficiency and effectiveness that are at the heart of the Cortese-Knox-Hertzberg Act. Delaying such a reorganization defeats the purpose of the Act and only continues the current unsettled state of affairs.

2. *The Proposed Reorganization is Exempt from CEQA*

The proposed reorganization involves precisely the type of organizational changes, with no risk of changes or impacts to the physical environment, that sections 15319 and 15320 of the CEQA Guidelines were designed to exempt from environmental review. Section 15319 exempts from environmental review annexations where the area to be annexed will be served with existing facilities and where there will not be a change in land-use designations, which is the case here. Section 15320 exempts from environmental review changes in organization where the change does not change the geographical area where the powers are exercised. Again, as noted above, that is the case with the proposed reorganization. Contrary to Mr. Minasian's suggestion, there are no "unusual circumstances" involved in this matter, other than that Mr. Minasian seems to contest the wisdom of the action. But it is long-settled law under CEQA that the statute is not intended to address the wisdom of a public agency's action but only whether or not it has fully disclosed the environmental effects of that action. Thus, the proposed reorganization is plainly not subject to CEQA, and none of the facts suggested by Mr. Minasian compel a different conclusion.

3. *Groundwater Questions Should Be Referred to the Colusa Groundwater Authority*

Mr. Minasian's letter suggests that LAFCo address questions relating to potential groundwater pumping credits and a loosely defined notion of "groundwater equity" prior to approving the proposed reorganization. Those questions are properly the purview of the Colusa Groundwater Authority, not LAFCo. At present, there are no "pumping credits" available within Colusa County; any such credit system would be created by the groundwater sustainability plan currently being developed by the Colusa Groundwater Authority. Accordingly, the claim for such credits is – at best – premature and directed to the wrong agency. To the extent that there is any claim for "groundwater equity" – whatever that may be – again, that is a question to be considered by the Colusa Groundwater Authority in developing and implementing the groundwater sustainability plan for Colusa County. There is no need for LAFCo to delay the implementation of the proposed reorganization to address speculation about the future actions and groundwater management decisions of the Colusa County Groundwater Authority. These issues are unrelated to the proposed reorganization, and these complicated matters are outside of LAFCo's jurisdiction and expertise.

4. *Conclusion*

As discussed above, CCWD has shown that the proposed reorganization conforms to past practices and will not advantage or disadvantage any landowners in the areas affected by the proposed reorganization. Moreover, the proposed reorganization is exempt from CEQA and there is no need for LAFCo to address the groundwater management issues identified by Mr. Minasian.

Most of Mr. Minasian's suggestions (e.g., asking detaching landowners to waive the right to claim groundwater recharge) are novel and lack any legal basis. If LAFCo were to adopt any of those suggestions, it would be acting in excess of its authority and without a proper factual basis.

CCWD urges LAFCo to follow the staff report and order the proposed reorganization without further delay.

Very truly yours,

DOWNEY BRAND LLP



David R.E. Aladjem

cc: Shelly Murphy, Colusa County Water District  
Paul Minasian

## **COLUSA COUNTY WATER DISTRICT DETACHMENTS**

### **AGREEMENT OF LANDOWNER WAIVING THE BENEFITS OF AND CLAIMS OF CREDITS FOR GROUNDWATER RECHARGE AND GROUNDWATER STORAGE ARISING FROM DELIVERIES OF AND USE OF RECLAMATION WATER WITHIN COLUSA COUNTY WATER DISTRICT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter referred to as "LANDOWNER" of that certain real property described in Exhibit "A" attached hereto and included herein as if set forth in full (hereinafter referred to as "the Lands" or "the Real Property" owned by LANDOWNER and the COLUSA COUNTY WATER DISTRICT, a California County water district, formed and existing under the laws of the State of California, hereinafter referred to as "DISTRICT". The parties, DISTRICT and LANDOWNER, do hereby agree for full and adequate consideration, receipt of which is evidenced and the adequacy of which is stipulated to as follows:

#### **I. BACKGROUND OF AGREEMENT**

1. DISTRICT provided for the delivery of surface water deliveries from the United States Department of Interior, Bureau of Reclamation and provided for the financing, installation and, thereafter, the operation and maintenance of a distribution system for those purchased waters within the DISTRICT boundaries. The surface water supply from the Department of Interior varies annually and the costs of the distribution system and its operation was expensive and continues to be expensive. The owner of LANDOWNER'S Lands did not elect

to participate in the contract for purchase of water or the distribution system costs. As a result, certain lands, including the lands of LANDOWNER, did not subscribe to or receive water service from the Bureau supply or the distribution system and did not agree to pay for the costs of the receipt of the Bureau water or the benefits of that supply.

1.1 The water delivery system and distribution system was designed to be a conjunctive use project in which landowners within the area receiving Bureau water and the benefits of the distribution system would be required to continue to maintain groundwater wells to fully irrigate their properties and during dry periods and periods of shortage even more groundwater would be pumped from wells to irrigate the overlying lands within the distribution system area. Those amounts of groundwater would be assured under the conjunctive use plan because the use of surface water would conserve groundwater supplies and cause “substituted recharge”.

1.2 Because of increasing costs of operation and maintenance of the distribution system and of the DISTRICT and increasing costs of the water purchased from the Bureau of Reclamation and its delivery, landowners within the distribution system area have in the past and presently bear expensive water costs. As a result of the delivery of Bureau water, substituted recharge has occurred to the extent that when landowners within the distribution system area utilize surface water, groundwater is preserved, and substituted recharge occurs, and, therefore, there is more groundwater available for use both by the distribution system area and other lands, including the lands of LANDOWNER. LANDOWNER may be currently using groundwater to irrigate the Real Property or may in the future wish to use groundwater resources underlying its lands for those purposes. LANDOWNER has not paid for the costs of DISTRICT’S conjunctive use operation in the past or for DISTRICT’S distribution system

operations and agrees that if increased amounts of groundwater have been added to storage in the groundwater aquifers in the past or are available in the future from the aquifers, LANDOWNER and the Real Property should not gain any credit or benefit from those water supplies.

LANDOWNER agrees that the Land should be entitled to utilize its proportional share of the safe annual yield of the groundwater basin available from natural recharge sources and share that yield with all other overlying landowners, including owners of land within the distribution District area.

1.3 LANDOWNER wishes to detach from the DISTRICT to avoid the potential that the DISTRICT will levy charges upon their land. LANDOWNER understands that a condition of detachment is that the LANDOWNER waives both past benefits and any future benefits, and any claims to substituted recharge or direct recharge which has occurred or will occur in the future as a result of surface water being supplied for irrigation use within the Colusa County Water District area. LANDOWNER further wishes by this Agreement to give up any claim that they are entitled to any of the benefit or computation of available groundwater based upon future use of surface water within the Colusa County Water District, substituted recharge from surface water use and any claim to recharge of groundwater supplies from imported and purchased surface water percolating past plants' root zones or from direct recharge from surface water, delivery systems or recharge facilities established within the distribution system area of Colusa County Water District and any claim of whatsoever nature or kind to the benefits of the use of the distribution system of substituted recharge through use of surface water or direct recharge.

NOW THEREFORE, LANDOWNER agrees on its behalf and on behalf of all successor owners or occupants of LANDOWNER'S Lands as follows:

1. The Background Facts set forth above are true and correct and included within this Agreement as a term thereof;

2. LANDOWNER understands this Agreement will be recorded and shall be binding upon LANDOWNER, any tenants, occupants, and all successor landowners, occupants or holders of interests in LANDOWNER's Real Property described in Exhibit "A" (hereinafter "the Successors";

3. This Agreement is not revocable or reversible by LANDOWNER or its Successors;

4. LANDOWNER, on its behalf and the Successor's behalf, forever and fully waives and gives up any and all claims that the Lands of LANDOWNER should be entitled to pump, use or credited with any portion of (i) substituted groundwater recharge amounts from surface water use with Colusa County Water District or other Districts receiving Bureau water deliveries, and/or (ii) credits for groundwater not diverted or used by LANDOWNER within the Colusa County Water District distribution District, and/or (iii) any form of claims that additional available groundwater underlying or available to LANDOWNER'S Lands arising from or caused by past substituted recharge or (iv) direct recharge caused by surface water used within DISTRICT'S boundaries supplied by the Bureau of Reclamation or the use of DISTRICT'S distribution system to deliver surface water to DISTRICT lands should be usable by LANDOWNER'S Lands or credited to their right to use groundwater. LANDOWNER waives, forever, any form of claim of entitlement or right to both past or future substituted recharge or direct recharge from the water supplied by the Bureau of Reclamation and distributed through the distribution system of Colusa County Water District.

5. LANDOWNER agrees the consideration of being free of the power and authority of DISTRICT to charge for the benefits provided by DISTRICT is sufficient and adequate consideration for the terms and provisions of this Agreement and its enforcement.

6. LANDOWNER and DISTRICT agree that the third party beneficiary of this Agreement is any landowner within the distribution system area of DISTRICT from time to time and such landowner's within DISTRICT, or successor landowners, are third party beneficiaries of this Agreement and are entitled to enforce the terms and provisions of this Agreement.

7. LANDOWNER agrees to appear in any administrative or judicial proceeding relating to the use of groundwater and the apportionment of groundwater quantities from aquifers underlying LANDOWNER'S Lands and to submit this Agreement as binding upon LANDOWNER, any Successors, and LANDOWNER'S Lands or occupants thereof, or any portion thereof and agree and stipulate in those proceedings that LANDOWNER'S Lands or any portion thereof are entitled to only their pro rata and equitable share with all other overlying landowners of naturally existing and recharged groundwater and disclaim any claim or right to any benefit of or use of any quantities of water made available as a result of use of surface water by landowners within the DISTRICT, and recharge of underground water caused by the use or Bureau of Reclamation water supplies within DISTRICT or which groundwater is recharged from surface water imported into the area and applied on overlying lands percolating into the underground aquifers.

9. LANDOWNER further agrees to disclaim any right to groundwater which is recharged intentionally by groundwater recharge projects developed by DISTRICT or others within the area unless LANDOWNER has participated in the costs of those projects and has

entered into binding written agreements or stipulations or abided by Court Orders providing for payment of the costs of those projects and the operation maintenance, repair and replacement.

10. This Agreement is full and entire and there are no other agreements. This Agreement may not be amended or altered, except by a written instrument approved by at least 50% of the acres within the distribution system of DISTRICT conducted in accordance with the Uniform District Election Law by mailed ballot.

11. Time is of the essence of this Agreement.

12. If it shall be necessary to enforce or interpret the terms and provisions of this Agreement, the costs incurred, and attorney's fees incurred by the prevailing party shall be awarded to the prevailing party.

13. This Agreement is a covenant running with the land, both benefiting and binding the land of LANDOWNER'S described in Exhibit "A" and the land within DISTRICT, DISTRICT's distribution system area described in Exhibit "B" attached hereto and included herein as though set forth in full. If for any reason this Agreement shall not be binding as a covenant running with the land, it shall be enforceable as an equitable servitude upon LANDOWNER'S Lands.

Date:

LANDOWNER

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Date:

COLUSA COUNTY WATER DISTRICT

By: \_\_\_\_\_

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 \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ 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.

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.

\_\_\_\_\_

*Notary Public*

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 \_\_\_\_\_ )

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ 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.

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.

\_\_\_\_\_

*Notary Public*

## EXHIBIT "A"

### Description of LANDOWNER'S Lands

## EXHIBIT “B”

Description of lands within the distribution system area of

COLUSA COUNTY WATER DISTRICT