

**SAMPLE
AGRICULTURAL INTERRUPTIBLE WATER SERVICE CONTRACT
FOR FIRST AGRICULTURAL SEASON FOR RICE AND TURF
WITHIN THE GULF COAST OR LAKESIDE DIVISION**

CONTRACT NO. _____

LOWER COLORADO RIVER AUTHORITY, hereinafter "LCRA," and CUSTOMER, in mutual consideration of the provisions herein contained, agree as follows:

I. WATER SUPPLY

- A. OBLIGATION TO SUPPLY INTERRUPTIBLE WATER. LCRA agrees to furnish interruptible water in the canals and laterals it owns or controls for diversion and use by CUSTOMER for agricultural purposes (rice or turf irrigation) during the First Agricultural Season (as defined in Section I.C of this Contract). Subject to the conditions set forth in this Contract and the Agricultural Interruptible Water Service Contract Rules (Rules), which include the Standard Terms and Conditions, LCRA will supply interruptible water to irrigate the crops and acreage as described in Exhibit 1 at the delivery point specified in Exhibit 1. LCRA will supply a maximum amount of interruptible stored water for diversion onto CUSTOMER's acreage, as specified in Exhibit 1, and available interruptible water from LCRA's run-of-river water rights, subject to limitations and conditions set forth in Section I.B.
- B. SUPPLIES SUBJECT TO CURTAILMENT. CUSTOMER agrees that water supplied under the Contract is subject to availability, provided on an interruptible basis and subject to curtailment in accordance with the terms of this Contract, LCRA's Agricultural Interruptible Water Service Contract Rules, the LCRA Water Management Plan, and the LCRA Drought Contingency Plan, as they may be amended from time to time.

Water supplied under this Contract will be cut off for the remainder of the First Agricultural Season under any of the following circumstances:

1. total diversions of interruptible stored water to CUSTOMER equal or exceed the maximum interruptible stored water quantity for this Contract specified in Exhibit 1;
2. combined storage in lakes Buchanan and Travis falls to or below 1.0 million acre-feet;
3. the total of the diversions of interruptible stored water from lakes Buchanan and Travis at the Gulf Coast and Lakeside Agricultural Divisions during the First Agricultural Season equals or exceeds _____ acre-feet; or
4. the total releases of interruptible stored water from Mansfield Dam for agricultural customers in the Gulf Coast, Lakeside and Pierce Ranch operations for First Agricultural Season equals or exceeds 210,000 acre-feet.

Notwithstanding items 1, 3 and 4, if water is available to CUSTOMER for Second Agricultural Season based upon the July 1 evaluation under the Drought Contingency Plan, upon CUSTOMER's request, CUSTOMER may use all or part of CUSTOMER's Second Agricultural Season allocation to finish First Agricultural Season.

Notwithstanding items 1, 2, 3 and 4 above, to the extent that LCRA determines water is available under LCRA's run-of-river water rights, LCRA will continue to provide run-of-river supplies that LCRA determines can be made available without waste within the canal system. In the event that interruptible stored water is no longer available pursuant to items 2, 3 or 4, run-of-river water availability is limited to that amount that originates below Lake Travis unless and until combined storage in lakes Buchanan and Travis is above 1.3 million acre-feet. However, all releases of interruptible stored water will cease. This may result in a severe limitation on supply for the remainder of the First Agricultural Season. In such an event, CUSTOMER acknowledges LCRA will allocate available supplies among customers within the agricultural division's service area in accordance with the LCRA Drought Contingency Plan.

CUSTOMER further agrees that water supplied under this Contract may be unavailable due to constraints associated with existing intake structures and pumping plants during low-flow conditions in the Colorado River.

- C. FIRST AGRICULTURAL SEASON. Subject to the limitations in this Contract and the Rules, during the calendar year in which this Contract is executed, LCRA intends to have its canal system ready to start delivery of water for agricultural purposes during the First Agricultural Season, herein defined as follows:
1. The First Agricultural Season starts the later of March 15 or when requests for delivery have been received for at least 1,000 acres from a pumping facility supplying water to the agricultural division. Prior to that date, LCRA may supply water that LCRA, in its sole judgment, determines is available under its run-of-river water right originating below Lake Travis in excess of water needed to fill the canal system.
 2. The First Agricultural Season for first crop rice shall end on the earlier of Aug. 15, or the harvest of first crop rice; however, if the harvest has not occurred by Aug. 15, LCRA, at its sole discretion, may extend the First Agricultural Season for this Contract beyond Aug. 15. During such time, the orders for water under this Contract will not have priority over orders for water under any contracts for second crop or supplemental purposes. The First Agricultural Season for turf shall end on Aug. 15.
- D. ACREAGE. CUSTOMER acknowledges and agrees that the acreage indicated on Exhibit 1 was identified by CUSTOMER as the acreage CUSTOMER intends to irrigate under this Contract. CUSTOMER further acknowledges and agrees that LCRA makes no representation or warranty that sufficient water will be available for such acreage.
- E. ADDITIONAL ACREAGE OR PURPOSES OF USE. Under no circumstances shall LCRA be obligated to provide water for the irrigation of acreage in excess of the acreage indicated on Exhibit 1 ("Excess Acreage") or for additional agricultural purposes of use for which a separate contract has not been executed. In the event that CUSTOMER uses LCRA water to irrigate Excess Acreage or for such additional purposes of use, CUSTOMER shall pay all applicable charges and surcharges as described in Section IV, and LCRA reserves the right to cut off all delivery of water to CUSTOMER under this Contract for the remainder of the First Agricultural Season.
- F. LIMITATION OF LCRA LIABILITY. CUSTOMER AGREES TO THE LIMITATIONS OF LIABILITY AND INDEMNITY OBLIGATIONS IN THE STANDARD TERMS AND CONDITIONS SET FORTH IN THE AGRICULTURAL INTERRUPTIBLE WATER SERVICE CONTRACT RULES.

II. CONSERVATION OF WATER AND PREVENTION OF WASTE

CUSTOMER agrees to the provisions in the Standard Terms and Conditions set forth in the Rules regarding Conservation of Water and Prevention of Waste, including, but not limited to, requirements to make improvements to prevent waste prior to delivery of water, and the right of LCRA to cut off deliveries to prevent waste.

III. TERM

The term of this Contract is for the period from the date of the execution of the Contract until all payments are received consistent with the Standard Terms and Conditions set forth in the Rules. However, the First Agricultural Season as defined in Section I.C of this Contract defines the period during which water may be supplied under this Contract.

IV. CONTRACT ADMINISTRATION

- A. AGREEMENT TO PAY. CUSTOMER agrees and covenants to pay LCRA at the applicable rate(s) adopted by the Board for the Agricultural Season, as specified in Exhibit 2, consistent with the Standard Terms and Conditions provided in the Rules. In the event water is cut off, CUSTOMER remains obligated to pay for all water delivered, including surcharges.
- B. MINIMUM CHARGE. CUSTOMER agrees and covenants to pay LCRA a Minimum Charge per acre-foot of interruptible stored water allocated as specified in Exhibit 2 for each acre-foot of interruptible stored water allocated under this Contract as identified in Exhibit 1. The Minimum Charge will be credited toward water use fees on any acres under this Contract. In the event the Minimum Charge is required under the Rules to be prepaid, LCRA shall have no obligation to deliver water until such payment is made.
- C. SURCHARGES. As set forth in Exhibit 2, in the event CUSTOMER is delivered water in excess of the Per Acre Duty, CUSTOMER will be assessed a Surcharge in addition to the Total Diversion Charge for any water delivered in excess of the Per Acre Duty. In the event that CUSTOMER water use on an acre-foot per acre basis equals or exceeds the Per Acre Duty as a result of extraordinary rain events (such as those resulting from hurricanes or tropical storms), earthquakes, floods, unauthorized acts of a third-party or failure of LCRA to cease delivery to the fields within the period provided for in the Rules, and CUSTOMER takes immediate measures to mitigate against such event to the satisfaction of LCRA, the LCRA General Manager may waive the Surcharge associated with water use resulting from such event. In the event CUSTOMER is delivered water to irrigate acreage in excess of that identified in Exhibit 1, or water is used for additional agricultural purposes of use for which a separate contract has not been executed, CUSTOMER will be billed for the use of such water in accordance with the Total Diversion Charge PLUS the maximum surcharge rate in Exhibit 2. In the event CUSTOMER orders water and subsequently cancels the order for delivery to a field, CUSTOMER shall pay the Canceled Order Surcharge as set forth in Exhibit 2. In the event of high rainfall that results in deliveries being logged off pursuant to the Canal Operating Procedures, or other weather-related events beyond the control of CUSTOMER as determined by LCRA, a Canceled Order Surcharge will not be assessed. In the event CUSTOMER drains a field within five days of the last delivery, CUSTOMER shall pay the Early Drainage Surcharge as set forth in Exhibit 2.

- D. SECURITY AGREEMENT. As further set forth in the Rules, CUSTOMER grants LCRA a security interest in the crops, and proceeds from the crops, to secure payments due to LCRA under this Contract and authorizes LCRA to file a Financing Statement (Form UCC-1) in order to perfect this security interest.

V. GENERAL PROVISIONS

- A. INCORPORATION OF AGRICULTURAL INTERRUPTIBLE WATER SERVICE CONTRACT RULES. CUSTOMER acknowledges receipt of the Agricultural Interruptible Water Service Contract Rules (Rules) and further acknowledges that, unless expressly stated otherwise in this Agreement, the Rules, as may be amended by LCRA's Board of Directors from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes. In the event the terms of the Rules and this Contract conflict, the terms of the Contract shall apply.
- B. ENTIRE AGREEMENT. This Agreement (including all Exhibits, Rules, Attachments or other addenda thereto) contains the entire agreement of the parties with respect to its subject matter and supersedes all previous communications, proposals, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.
- C. EFFECTIVE DATE. This Contract is effective on the last date of execution of this Contract by either LCRA or CUSTOMER; provided all parties must execute this Contract for it to be effective.

DRAFT - SAMPLE

LOWER COLORADO RIVER AUTHORITY

CUSTOMER: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Director, Irrigation Operations

CUSTOMER/ Authorized Agent/ Managing Partner

Date: _____

Date: _____

Contract #: _____

CUSTOMER #: _____

CUSTOMER's Mailing Address:

CUSTOMER is a natural person and requests confidentiality.

EXHIBIT 1
Year ~~2024~~2023

Maximum Interruptible Stored Water Quantity available under this Contract: _____ acre-feet.

Description of land to be irrigated:

Description of crops to be irrigated:

EXHIBIT 2
Year ~~2024~~2023 Gulf Coast Agricultural Division
Agricultural Interruptible Water Service Rates

The LCRA Board of Directors adopted the water rates and fees shown in this Exhibit on _____, to be effective for the ~~2024~~2023 Agricultural Season and continue in effect until further action of the LCRA Board of Directors.

The Diversion Charge applies to each acre-foot of water diverted at the CUSTOMER's Point of Delivery.

The Excess Use Surcharge (Surcharge), when applicable, applies *in addition* to the Diversion Charge and applies based on the average of all fields delivered water under the Contract.

Application Fee (non-refundable):

- \$100.

Irrigation Coordinator Cost Recovery Rate:

- \$75 per hour (two hour minimum) for a system change order received after 2 p.m. Monday through Friday, or received after 11 a.m. Saturday or Sunday.

Minimum Charge:

- ~~\$34.22~~~~33.44~~ per acre-foot of interruptible stored water allocated under contract.

Water Rates

- Diversion Charge – ~~\$76.04~~~~74.30~~ per acre-foot.

Surcharges

- Maximum Surcharge – ~~\$114.06~~~~111.45~~ per acre-foot.
- Canceled Order Surcharge: \$5 per acre, applicable to the individual field for which water was ordered.
- Early Drainage Surcharge:
 - For the drainage of an individual field within five (5) days of the last water delivery.
 - \$10 per acre, applicable to the individual field.
- Per Acre Duty and Excess Use Surcharges:

First Crop Rice or Turf at Gulf Coast		
Surcharge (per acre-foot)	Water Use for Rice (acre-feet/acre)	Water Use for Turf (acre-feet/acre)
	Per Acre Duty 3.5	Per Acre Duty 1.75
No surcharge	Water use ≤ 3.5	Water use ≤ 1.75
\$30.42 29.72	3.5 < Water use ≤ 4.0	1.75 < Water use ≤ 2.25
\$60.83 59.44	4.0 < Water use ≤ 4.25	2.25 < Water use ≤ 3.75
\$114.06 111.45	Water use > 4.25	Water use > 3.75

EXHIBIT 2
Year ~~2024~~2023 Lakeside Agricultural Division
Agricultural Interruptible Water Service Rates

The LCRA Board of Directors adopted the water rates and fees shown in this Exhibit on _____, to be effective for the ~~2024~~2023 Agricultural Season and continue in effect until further action of the LCRA Board of Directors.

The Diversion Charge applies to each acre-foot of water diverted at the CUSTOMER's Point of Delivery.

The Excess Use Surcharge (Surcharge), when applicable, applies *in addition* to the Diversion Charge and applies based on the average of all fields delivered water under the Contract.

Application Fee (non-refundable):

- \$100.

Irrigation Coordinator Cost Recovery Rate:

- \$75 per hour (two hour minimum) for a system change order received after 2 p.m. Monday through Friday, or received after 11 a.m. Saturday or Sunday.

Minimum Charge:

- ~~\$34.22~~~~33.44~~ per acre-foot of interruptible stored water allocated under contract.

Water Rates

- Diversion Charge – ~~\$76.04~~~~74.30~~ per acre-foot.

Surcharges

- Maximum Surcharge – ~~\$114.06~~~~111.45~~ per acre-foot.
- Canceled Order Surcharge: \$5 per acre, applicable to the individual field for which water was ordered.
- Early Drainage Surcharge:
 - For the drainage of an individual field within five (5) days of the last water delivery.
 - \$10 per acre, applicable to the individual field.
- Per Acre Duty and Excess Use Surcharges:

First Crop Rice or Turf at Lakeside		
Excess Use Surcharge (per acre-foot)	Water Use for Rice (acre-feet/acre)	Water Use for Turf (acre-feet/acre)
	Per Acre Duty 3.25	Per Acre Duty 1.75
No surcharge	Water use ≤ 3.25	Water use ≤ 1.75
\$30.42 29.72	3.25 < Water use ≤ 3.75	1.75 < Water use ≤ 2.25
\$60.83 59.44	3.75 < Water use ≤ 4.0	2.25 < Water use ≤ 3.75
\$114.06 111.45	Water use > 4.0	Water use > 3.75