

A004635

Please indicate County where your project is located here:

Contra Costa County

MAIL FORM AND ATTACHMENTS TO:
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel: (916) 341-5300 Fax: (916) 341-5400
http://www.waterboards.ca.gov/waterrights

SWRCB - DWK
21 APR 30 PM 1:58

PETITION FOR CHANGE INVOLVING WATER TRANSFERS

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements. (Cal. Code Regs., tit. 23, § 715 et seq.) Provide attachments if necessary.

- Point of Diversion, Point of Rediversion, Place of Use, Purpose of Use, Temporary Urgency, Temporary Change, Long-term Transfer, Instream Flow Dedication

Application A004635 Permit License 1289 Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Present: Lat: 37.816256 Long: 121.573486; APN 001 081 028: (NE1/4 NW1/4 SE1/4 S30 T1S R4E)

Proposed: Jones Pumping Plant

Place of Use - Identify area using Public Land Survey System descriptions to 1/4-1/4 level; for irrigation, list number of acres irrigated.

Present: See attached map.

Proposed: Westlands Water District, see attached map.

Purpose of Use

Present: Irrigation

Proposed: Irrigation

Instream Flow Dedication - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Upstream Location:

Downstream Location:

List the quantities dedicated to instream flow in either: cubic feet per second or gallons per day:

Table with 12 columns for months (Jan-Dec) and 2 rows for flow quantities.

Will the dedicated flow be diverted for consumptive use at a downstream location? Yes No
If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream.

Proposed New User(s)

Provide the names, addresses, and phone numbers for all proposed new user(s) of the water right.

Westlands Water District
3130 N. Fresno St.
P.O. Box 6056
Fresno, CA 93703-6056

Jose Gutierrez, AGM.
Westlands WWD
559-287-9373

RECEIVED 4/30/21
chk# 1025
\$850.00
chk# 1026
\$2,764.50 MS

**Amount of Water to be Transferred**

1,539.00 acre-feet will be transferred. If the basis of right is direct diversion, the average rate of diversion for the maximum 30-day period of use is 6.25 cubic feet per second or million gallons per day.

**General Information** – Provide the following information, if applicable to your proposed change(s).

Have you attached an analysis which documents that the amount of water to be transferred or exchanged would have been consumptively used or stored in the absence of the proposed temporary change or long-term transfer?  Yes  No

Have you attached an analysis of any changes to streamflow, water quality, timing of diversion or use, return flows, or effects on legal users from the proposed temporary change or long-term transfer?  Yes  No

Have you attached an analysis that shows the proposed temporary change or long-term transfer will not unreasonably affect fish, wildlife, or other instream beneficial uses?  Yes  No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:  
 ownership  lease  verbal agreement  written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

United States Bureau of Reclamation

Give name and address of any person(s) taking water from the stream between the present point of diversion or rediversion and the proposed point of diversion or rediversion, as well as any other person(s) known to you who may be affected by the proposed change.

See Project Description.

**All Right Holders Must Sign Below:** I (we) declare under penalty of perjury that this involves only the amount of water which would have been consumptively used or stored in the absence of the proposed temporary change, and that the above is true and correct to the best of my (our) knowledge and belief.

Dated 04/30/2021 at Sacramento, CA

  
Right Holder or Authorized Agent Signature

\_\_\_\_\_  
Right Holder or Authorized Agent Signature

**NOTE: All petitions must be accompanied by:**  
(1) the form Environmental Information for Petitions, available at:  
[http://www.waterboards.ca.gov/waterrights/publications\\_forms/forms/docs/pet\\_info.pdf](http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf)  
(2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at:  
[http://www.waterboards.ca.gov/waterrights/water\\_issues/programs/fees/](http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/)  
(3) Department of Fish and Wildlife fee of \$850 (Pub. Resources Code, § 10005)

## ENVIRONMENTAL INFORMATION FOR PETITIONS

This form is required for all petitions.

Before the State Water Resources Control Board (State Water Board) can approve a petition, the State Water Board must consider the information contained in an environmental document prepared in compliance with the California Environmental Quality Act (CEQA). This form is not a CEQA document. If a CEQA document has not yet been prepared, a determination must be made of who is responsible for its preparation. As the petitioner, you are responsible for all costs associated with the environmental evaluation and preparation of the required CEQA documents. Please answer the following questions to the best of your ability and submit any studies that have been conducted regarding the environmental evaluation of your project. If you need more space to completely answer the questions, please number and attach additional sheets.

### DESCRIPTION OF PROPOSED CHANGES OR WORK REMAINING TO BE COMPLETED

For a petition for change, provide a description of the proposed changes to your project including, but not limited to, type of construction activity, structures existing or to be built, area to be graded or excavated, increase in water diversion and use (up to the amount authorized by the permit), changes in land use, and project operational changes, including changes in how the water will be used. For a petition for extension of time, provide a description of what work has been completed and what remains to be done. Include in your description any of the above elements that will occur during the requested extension period.

The proposed transfer pursuant to Water Code §1725 is from Pomona's Farms Clifton Court property to Westlands Water District. (Photos of the land and diversion points are attached.)

- The entire Clifton Court Farm is being fallowed this year to effectuate this transfer. The Farm has a water right to divert 6.25 cfs, with a priority date of 1925. Since the land is fallowed, Mr. Robinson estimated that 3-acre feet per acre of consumptive use would have occurred in this extremely dry year. The planted area is 513 acres. Multiplying 513 acres by 3 af equals 1,529 af.
- The Diversion Point of the License is immediately upstream of the Jones pumping plant to the DMC and downstream of Reclamation's diversion to the DMC. There are no other diversions located downstream of the petitioner's diversion.
- Reclamation has an obligation under the 1955 Agreement to provide water to the farm diversion point.
- The diversion to the property is covered under the 2019 OCAP-BO as it is an existing obligation of Reclamation.
- There will be no construction activities. There will be no grading. There will be no increase in water use.
- There will be no change in water surface elevation. There will be no change in turbidity, water temperature, flow, velocity, food supply for fish and wildlife.
- There will be no discharge.
- Pursuant to WWD's Warren Act with Reclamation, the water will be moved to WWD. Pomona owns approximately 20,000 acres in WWD. It is not known at this time where the 1,539 af will be applied and used.

Insert the attachment number here, if applicable:

**Coordination with Regional Water Quality Control Board**

For change petitions only, you must request consultation with the Regional Water Quality Control Board regarding the potential effects of your proposed change on water quality and other instream beneficial uses. (Cal. Code Regs., tit. 23, § 794.) In order to determine the appropriate office for consultation, see: [http://www.waterboards.ca.gov/waterboards\\_map.shtml](http://www.waterboards.ca.gov/waterboards_map.shtml). Provide the date you submitted your request for consultation here, then provide the following information.

Date of Request

Will your project, during construction or operation, (1) generate waste or wastewater containing such things as sewage, industrial chemicals, metals, or agricultural chemicals, or (2) cause erosion, turbidity or sedimentation?

Yes  No

Will a waste discharge permit be required for the project?

Yes  No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

**Local Permits**

For temporary transfers only, you must contact the board of supervisors for the county(ies) both for where you currently store or use water and where you propose to transfer the water. (Wat. Code § 1726.) Provide the date you submitted your request for consultation here.

Date of Contact

04/30/2021

For change petitions only, you should contact your local planning or public works department and provide the information below.

Person Contacted:

Date of Contact:

Department:

Phone Number:

County Zoning Designation:

Are any county permits required for your project? If yes, indicate type below.

Yes  No

Grading Permit

Use Permit

Watercourse

Obstruction Permit

Change of Zoning

General Plan Change

Other (explain below)

If applicable, have you obtained any of the permits listed above? If yes, provide copies.

Yes  No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

**Federal and State Permits**

Check any additional agencies that may require permits or other approvals for your project:

- Regional Water Quality Control Board       Department of Fish and Game
- Dept of Water Resources, Division of Safety of Dams       California Coastal Commission
- State Reclamation Board       U.S. Army Corps of Engineers       U.S. Forest Service
- Bureau of Land Management       Federal Energy Regulatory Commission
- Natural Resources Conservation Service

Have you obtained any of the permits listed above? If yes, provide copies.       Yes       No

For each agency from which a permit is required, provide the following information:

Agency	Permit Type	Person(s) Contacted	Contact Date	Phone Number
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If necessary, provide additional information below:

Insert the attachment number here, if applicable:

**Construction or Grading Activity**

Does the project involve any construction or grading-related activity that has significantly altered or would significantly alter the bed, bank or riparian habitat of any stream or lake?       Yes       No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

**Archeology**

Has an archeological report been prepared for this project? If yes, provide a copy.  Yes  No

Will another public agency be preparing an archeological report?  Yes  No

Do you know of any archeological or historic sites in the area? If yes, explain below.  Yes  No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

**Photographs**

For all petitions other than time extensions, attach complete sets of color photographs, clearly dated and labeled, showing the vegetation that exists at the following three locations:

- Along the stream channel immediately downstream from each point of diversion
- Along the stream channel immediately upstream from each point of diversion
- At the place where water subject to this water right will be used

**Maps**

For all petitions other than time extensions, attach maps labeled in accordance with the regulations showing all applicable features, both present and proposed, including but not limited to: point of diversion, point of rediversion, distribution of storage reservoirs, point of discharge of treated wastewater, place of use, and location of instream flow dedication reach. (Cal. Code Regs., tit. 23, §§ 715 et seq., 794.)

Pursuant to California Code of Regulations, title 23, section 794, petitions for change submitted without maps may not be accepted.

**All Water Right Holders Must Sign This Form:**

I (we) hereby certify that the statements I (we) have furnished above and in the attachments are complete to the best of my (our) ability and that the facts, statements, and information presented are true and correct to the best of my (our) knowledge. Dated 04/30/2021 at 9:00 am *Sacramento, CA*

  
Water Right Holder or Authorized Agent Signature

\_\_\_\_\_  
Water Right Holder or Authorized Agent Signature

**NOTE:**

- Petitions for Change may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game. (Cal. Code Regs., tit. 23, § 794.)
- Petitions for Temporary Transfer may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game and the board of supervisors for the county(ies) where you currently store or use water and the county(ies) where you propose to transfer the water. (Wat. Code § 1726.)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
CENTRAL VALLEY PROJECT, CALIFORNIA

**Delta-Mandota**  
**Unit No. B-O-C**

LAND PURCHASE CONTRACT

10.29-100-10100  
11-2-55

THIS CONTRACT, made this 3rd day of November, 1955,  
in pursuance of the Act of June 17, 1902 (32 Stat., 388), and Acts  
amendatory thereof or supplementary or applicable thereto between  
THE UNITED STATES OF AMERICA, hereinafter styled the United States,  
represented by the contracting officer executing this contract, and

**GRACE S. RITCHIE, a widow,**

hereinafter styled Vendor, of --

County of -- State of --

2. WITNESSETH, That for and in consideration of the mutual  
agreements herein contained, the parties hereto do covenant and agree  
as follows:

3. The Vendor shall sell and by good and sufficient grant deed,  
convey to the United States, free of lien or encumbrance, the follow-  
ing described real estate situated in the County of **Contra Costa,**  
State of California, to-wit:

A tract of land in the Rancho El Pescadero in Township  
One (1) South of Range Four (4) East of the Mount Diablo  
Meridian, and being a portion of what would be the northeast  
quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Twenty-nine (29) in said Township  
and Range if the pattern of said Section were projected into  
said Rancho in accordance with the standard Government System  
for surveys of the public lands. Said tract of land contains  
an area of 2.77 acres, more or less, and is described as  
follows:

Beginning at the southeasterly corner of that certain  
10.29-acre tract of land described in the Final Judgment filed  
on April 1, 1954 in an action entitled United States of America,  
Plaintiff vs. 10.29 acres of land, more or less, in the County

*Grace S. Ritchie* 11-2-55

C-1/6

of Contra Costa, State of California, Weston G. Ritchie, Grace S. Ritchie, individually and as Administratrix of the Estate of Weston G. Ritchie, et al., Defendants, in the United States District Court, Northern District of California, Southern Division, Civil No. 27912, a certified copy of said Judgment having been recorded on April 9, 1954 in the office of the County Recorder of said County in Book 2297 of Official Records at page 561; said southeasterly corner is distant East 2669.4 feet along the southerly boundary of said 10.29-acre tract from the west quarter corner of said Section 29; thence from said point of beginning North 00° 34' East 247.6 feet along the easterly boundary of said 10.29-acre tract to the northeasterly corner of said tract; thence North 74° 04' East 612.0 feet; thence South 18° 25' East 65.2 feet; thence South 54° 35' West 260.2 feet to the northeasterly corner of that certain 0.54-acre tract of land described as Parcel 2 in Judgment on Declaration of Taking, entered on September 12, 1950 in an action entitled United States of America, Plaintiff vs. 47.51 acres of land, more or less, in the Counties of Contra Costa, Alameda, and San Joaquin, State of California, Berverdor, Inc., Grace S. Ritchie, et al., Defendants, in the United States District Court, Northern District of California, Southern Division, Civil No. 30016, a certified copy of which was recorded in the office of the County Recorder of said County on September 14, 1950 in Volume 1632 of Official Records at page 415; thence continuing South 54° 35' West 150.8 feet along the northwesterly boundary of said 0.54-acre tract; thence South 32° 30' West 137.0 feet along said northwesterly boundary to a point in the northerly boundary of that certain 3.49-acre tract of land described as Parcel 4 in the aforesaid Judgment on Declaration of Taking, Civil No. 30016; last said point being distant East 203.0 feet from the point of beginning; thence West 203.0 feet along the northerly boundary of said 3.49-acre tract to the point of beginning.

SUBJECT, however, to existing rights of way in favor of the public or third parties for highways, roads, railroads, telegraph, telephone and electrical transmission lines and canals, laterals, ditches, flumes, siphons, pipe lines and levees on, over and across said premises; and

SUBJECT to the effect of reservations and leases, if any, of oil, gas and minerals in or under said land; and

There shall be reserved to Vendor, her heirs, executors, administrators and assigns, any riparian or other water right or water rights now appurtenant to the lands of the Vendor lying northerly from and adjacent to the land hereinabove described.



4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed and the vesting in it of the fee simple title as provided in Article 3 and the issuance of the policy of title insurance and the signing of the usual Government vouchers, and their approval by the proper Government officials, it shall cause to be paid to the Vendor, by United States Treasury warrant or fiscal officer's check, and as full purchase price for the property and full payment for all damages for entry on and use of the said property, the sum of ELEVEN THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 (\$11,770.00) DOLLARS; and

The United States shall, as additional consideration for the execution and delivery of said deed, convey unto Vendor, her heirs, executors, administrators and assigns, the perpetual right, privilege and easement, exclusive of any water right or water rights, to install, replace, maintain and use thereon a pumping plant with all necessary appurtenant structures at a point on the intake canal of the Delta-Mendota Canal of the United States approximately 57 feet north from the centerline and approximately 103 feet south from the inside shoulder of the north bank thereof at or near Canal Station L53+50, together with the right to pump such water as rights thereto are hereinabove reserved from said canal for the irrigation of Vendor's remaining land adjacent to said intake canal which had previously been irrigated from point of diversion No. 2 located within the Southwest 1/4 of the Northeast 1/4 of Section 29, as described in Permit No. 2268 of the Division of Water Rights of the State of California, approved October 10, 1925. The United States agrees to transport and convey through said canal to the pump constructed by Vendor said Vendor's riparian, appropriative or prescriptive waters, provided, however, that said water so to be transported for use of Vendor shall not exceed the rate of one (1) cubic foot per second continuous flow to each eighty (80) acres of irrigated land formerly irrigated through the facilities located at said point of diversion No. 2. Vendor shall at all times have the right of ingress to and egress from Vendor's remaining land adjacent to said intake canal to said pumping plant, by the shortest practicable route approved by the Construction Engineer of the United States in charge of the construction of said intake canal over lands of the United States in order to operate, repair, maintain and renew said pumping plant and necessary appurtenant structures, provided that any pumping plant or irrigation facility installed on said easement shall be installed, operated and maintained at Vendor's sole expense, and

right  
of  
ingress  
shortest  
route

shall be installed at the time, in the manner and in accordance with plans and specifications approved in advance by said Construction Engineer, and provided that said right of way and easement shall be constructed and used in such a manner as not to interfere with or endanger the facilities of the United States on said land. The United States hereby agrees that it will not interfere with Vendor's existing pumping plant now located on said 2.77-acre parcel of land until completion of the installation of said new pumping plant, and Vendor agrees to commence said construction immediately upon the execution of this contract and to prosecute said work with all possible dispatch.

GSR  
TAL  
MP

The United States agrees that it will construct and maintain its development on the lands herein agreed to be conveyed so as to afford protection to the adjacent lands of Vendor equal to that which has been had by the use of the levee now located upon the said lands to be conveyed, in such manner as shall be determined is reasonable, necessary and proper to afford such protection, except that such maintenance shall not interfere with the use of said land by the United States or the operation or maintenance of its development now or hereafter constructed thereon, and the United States hereby agrees that Vendor shall have the right of ingress and egress over and across the hereinabove described land for the purposes of reconstructing, repairing and maintaining the levee or other protective developments to be constructed by the United States along or adjacent to the northerly boundary line of said lands, in the event that the United States shall fail to repair and maintain said levee so as to afford protection to the remaining lands of Grantor equal to that afforded by the levee now located on the land herein described, which said levee to be constructed by the United States shall have a proper connection with existing levees at the easterly and westerly end of the said tract of land hereinbefore described. ← ?

5. Liens or encumbrances existing against said property may, at the option of the United States, be removed by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance against this contract, nor as an assumption of the same by the United States. Abstracts or certificates of title and title insurance on the said property will be procured by and at the expense of the United States.

6. Upon the execution of this contract by the United States, it shall have at all times the unrestricted right to enter upon

the land described in Article 3 and survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

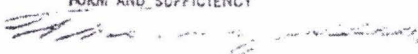
7. This contract shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the successors and assigns of the United States.

8. The Vendor warrants that she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.


9. No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to this contract if made with a corporation for its general benefit.

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY

  
ASSISTANT REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

By   
Regional Director, Region 2  
Bureau of Reclamation

(Sgd.) Grace S. Ritchie

(Sgd.) Rod E. Tiernan  
Witness

STATE OF CALIFORNIA )  
County of San Joaquin ) ss.

On this 3rd day of November, in the year 1955,  
before me TOM H. LOUITT, a Notary Public in and  
for the County and State aforesaid, personally appeared \_\_\_\_\_

GRACE S. RITCHIE, a widow,

known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official  
seal the day and year in this certificate first above written.

(S E A L)

(Sgd.) TOM H. LOUITT  
Notary Public

in and for the County of  
San Joaquin, State of  
California

My commission expires:

May 11, 1957

C-6/6

# Untitled Map

Write a description for your map.

## Legend

- Feature 1
- Feature 2

Clifton Forebay

Clifton Crt Ranch

Tracy, CA

Google Earth

4 mi

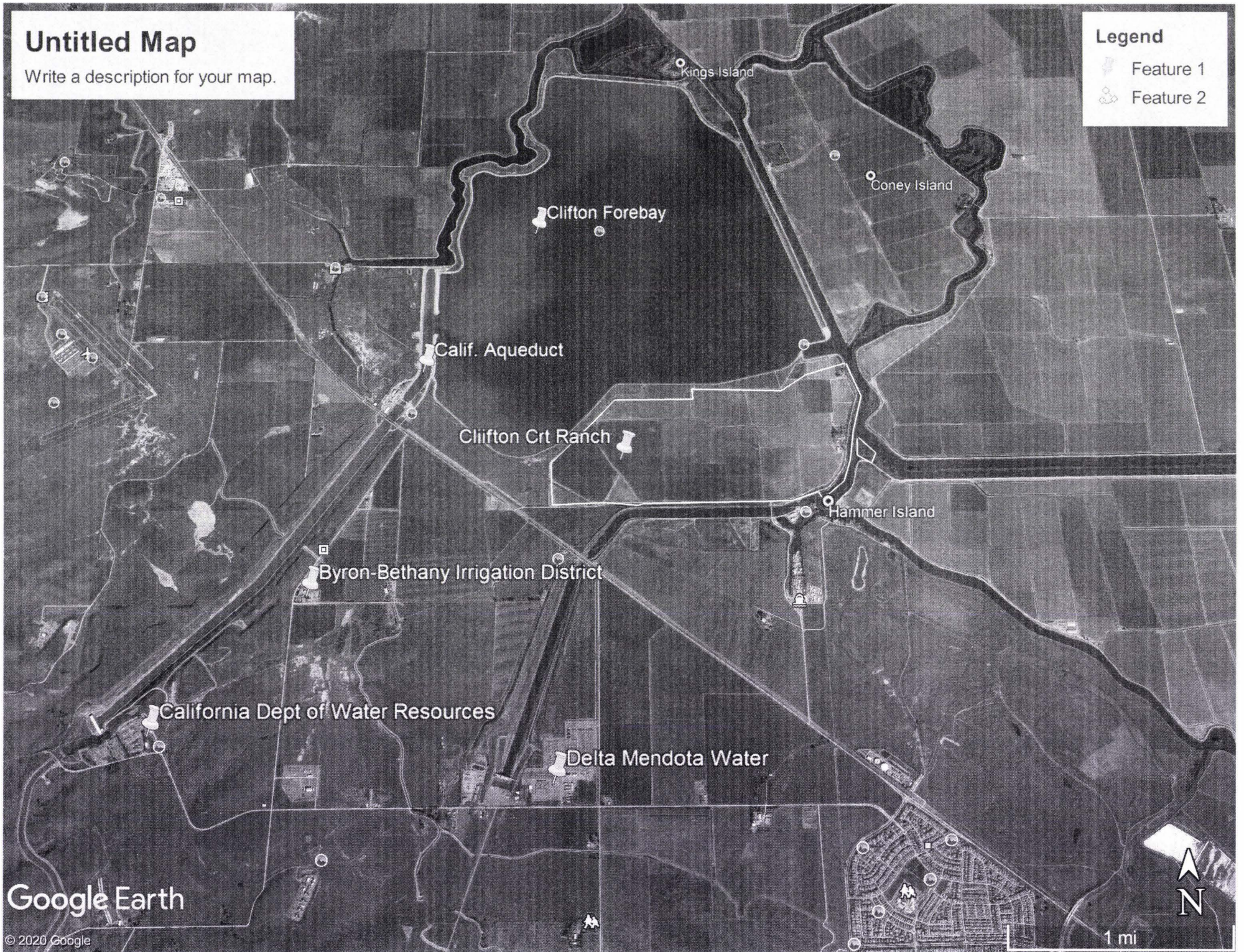


# Untitled Map

Write a description for your map.

## Legend

- Feature 1
- Feature 2



Google Earth

© 2020 Google

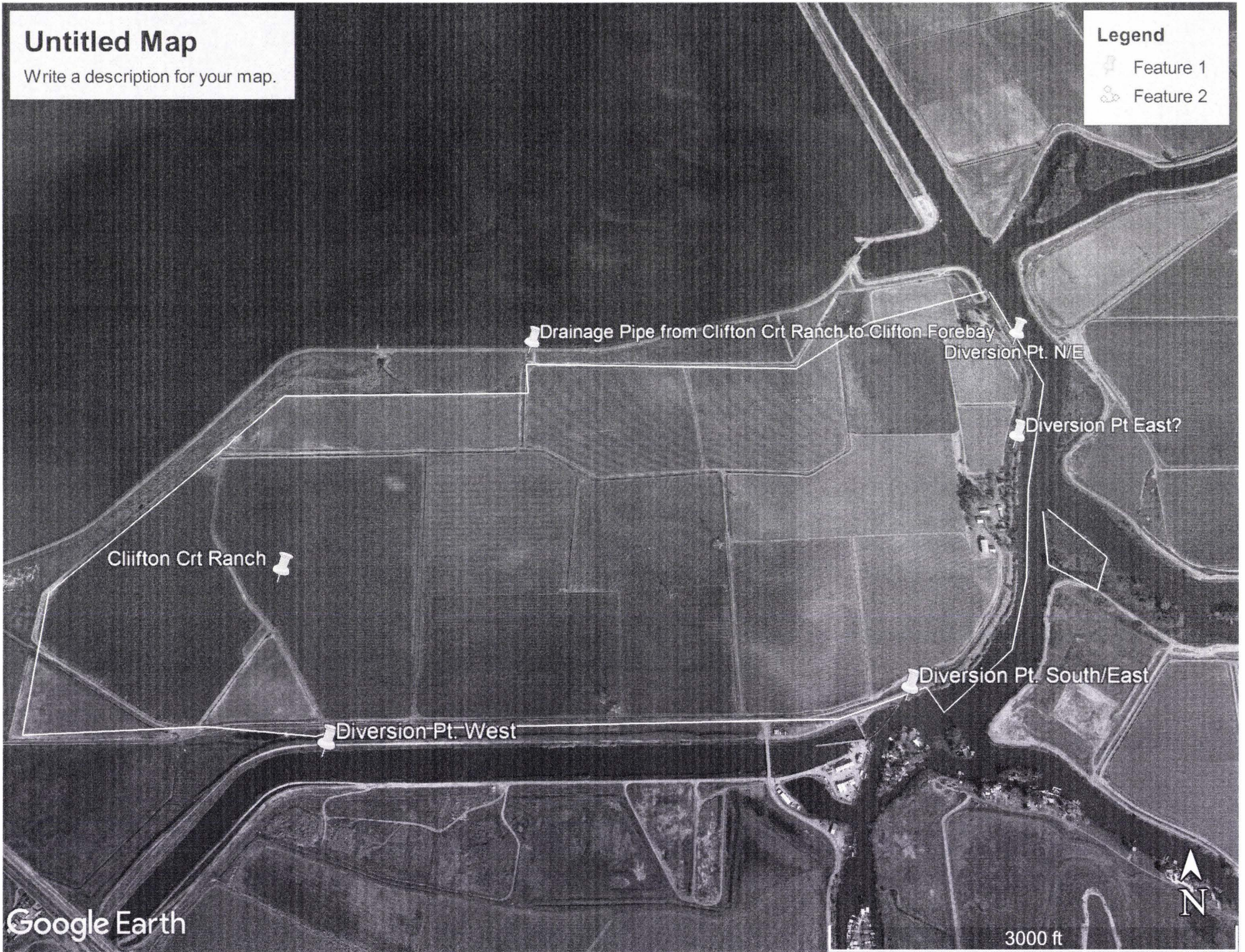
1 mi

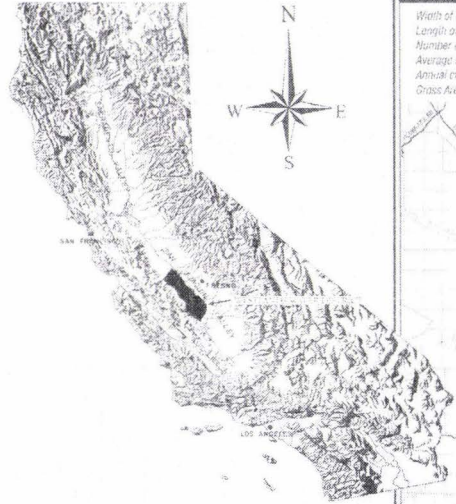
# Untitled Map

Write a description for your map.

## Legend

- Feature 1
- Feature 2





**General Information**

Width of District - 15 miles  
 Length of District - 74 miles  
 Average size of farms - 875 acres  
 Annual crop production - \$1 billion  
 Gross Acre - 814,000 acres

**Westlands  
 By The Numbers**

**PROJECT FACILITIES**  
 San Luis Canal / California Aqueduct

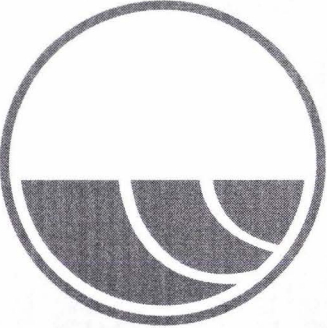
Length in District	69.67 miles
Maximum Top Width	457 feet
Maximum Bottom Width	110 feet
Capacity-ft	76,000 cfs
- Parkville Creek	19,000 cfs
- Hamilton City	4,100 cfs

**Cowlings Canal**

Total Length	12.8 miles
Length of Canal	11.5 miles
Maximum Top Width	60 feet
Maximum Bottom Width	32 feet
Maximum Depth	19 feet
Capacity	7,100 cfs

**DISTRICT INTERNAL DISTRIBUTION SYSTEM**

Total Pipeline Length	1,034 miles
Maximum Pipeline Diameter	96 inches
Minimum Pipeline Diameter	10 inches
Ag Deliveries	3,300 - meters
Non Ag Deliveries	244 - meters
Number of Laterals	- San Luis Aqueduct: 48 Left, 104 Right - Cowlings Canal: 6 laterals



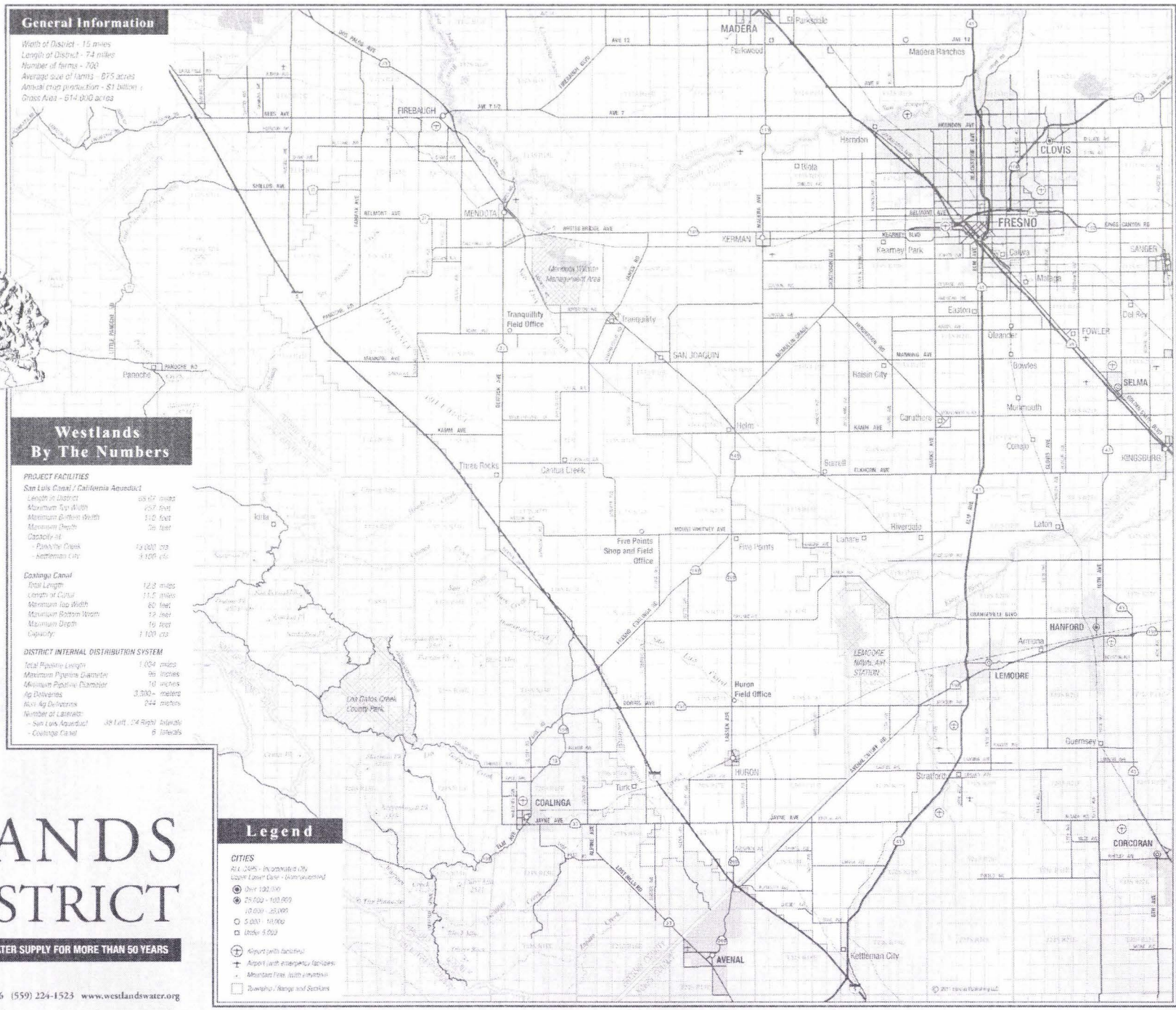
# WESTLANDS WATER DISTRICT

COMMITTED TO PROVIDING FARMERS WITH A RELIABLE WATER SUPPLY FOR MORE THAN 50 YEARS

3130 N. Fresno Street, P.O. Box 6056, Fresno, CA 93703-6056 (559) 224-1523 www.westlandswater.com

**Legend**

- CITIES**
- 100,000 - 250,000
  - 25,000 - 100,000
  - 10,000 - 25,000
  - 5,000 - 10,000
  - Under 5,000
- ⊕ Airport (with facilities)
  - ⊕ Airport (with emergency facilities)
  - ⊕ Mountain Peak (with elevation)
  - Township, Range and Section



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