

REQUIREMENTS AND PROCEDURES
FOR
ENGINEERING PLANS FOR RESIDENTIAL AND
COMMERCIAL DEVELOPMENTS

AS PREPARED BY

FARMERS COOPERATIVE DITCH COMPANY
ANY DEVIATION FROM THE FOLLOWING MUST RECEIVE WRITTEN
PERMISSION FROM THE IRRIGATION BOARD.

1. PRIOR TO OBTAINING ANY SIGNATURES ON A LICENSING/CROSSING AGREEMENT, OR ANY AGREEMENT FOR A DEVELOPMENT OR OTHER ENCROACHMENT ON THE RIGHT OF WAY SIGNIFYING APPROVAL OF SAID DOCUMENT, ALL APPROPRIATE TRANSFERS OF OWNERSHIP OF WATER SHARES IN THE FARMERS CO-OP DITCH COMPANY SHALL BE COMPLETE.
 - A. PRIOR TO, OR AT THE TIME OF, PRESENTING ENGINEERING PLANS TO THE BOARD MEMBERS REPRESENTING THE DITCH COMPANY FOR APPROVAL, THE FOLLOWING INFORMATION SHALL BE PROVIDED TO THE DITCH COMPANY'S SECRETARY AND THE ATTORNEY REPRESENTING THE DITCH COMPANY.
 - i. NAME OF DEVELOPMENT.
 - ii. CORRECT VESTING-IDENTIFYING OWNERSHIP OF DEVELOPMENT PROPERTY.
 - iii. CONTACT INFORMATION, E-MAIL, PHONE NUMBER, AND MAILING ADDRESS.
 - iv. LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY/DEED.
 - v. AMOUNT OF ACERAGE BEING DEVELOPED.
 - vi. NUMBER OF WATER SHARES IN FARMERS CO-OP DITCH COMPANY.
E-MAIL THIS INFORMATION TO fcde1875@gmail.com
2. ALL APPROPRIATE FEES SHALL BE PAID TO DITCH COMPANIES ATTORNEY AND THE FARMERS CO-OP DITCH COMPANY IN ADVANCE OF ANY CONSIDERATION FOR APPROVAL OF THE DEVELOPMENT PLANS. THERE WILL BE A \$750.00 REVIEW FEE PAYABLE TO THE FARMERS CO-OP DITCH COMPANY. YOU WILL NOT BE ALLOWED ON THE AGENDA UNTIL THE REVIEW FEE IS PAID. ADDITIONALLY, IF IT IS DEEMED NECESSARY THAT ANY PLANS REQUIRE A REVIEW FROM A THIRD PARTY ENGINEER, THOSE COSTS WILL BE BILLED BACK TO THE DEVELOPER. PLANS AND OR AGREEMENTS WILL NOT BE APPROVED OR SIGNED UNTIL ALL FEES /COSTS ARE PAID IN FULL.

3. A DESIGNATED REPRESENTATIVE OF THE DITCH COMPANY WILL BE AVAILABLE TO MEET WITH DEVELOPERS AND/OR ENGINEERS TO REVIEW PLANS AND FOR ON SITE INSPECTIONS AND DESIGN EVALUATIONS. THERE WILL NOT BE A CHARGE TO THE DEVELOPER FOR THE FIRST SUCH MEETING. FOR ANY AND ALL SUBSEQUENT MEETINGS WITH THE DITCH COMPANIES DESIGNATED REPRESENTATIVE, THE FARMERS CO-OP DITCH COMPANY WILL BILL THE DEVELOPER/DEVELOPMENT FOR TIME SPENT AND SERVICES RENDERED AT A RATE OF \$50.00 PER HOUR. PAYMENTS TO BE REMITTED TO THE DITCH COMPANIES SECRETARY UPON RECEIPT OF APPLICABLE BILLING.

4. WHERE A CANAL RUNS THROUGH A DEVELOPMENT, THE EASEMENTS MUST BE STAKED OUT SO THAT THE EASEMENTS CAN BE CLEARLY SEEN AND SAID STAKES MUST REMAIN IN PLACE UNTIL ANY AND ALL CONSTRUCTION/DEVELOPMENT IS COMPLETED SO THAT THERE IS NO MISTAKING WHERE THE EASEMENT LINES ARE LOCATED.

A. THE NORMAL RIGHT OF WAY IS 30 FT. FROM TOP OF BANK ON THE LOWER SIDE OF CANAL AND 25 FT. FROM TOP OF BANK ON THE UPPER SIDE OF CANAL, BUT CIRCUMSTANCES COULD VARY THAT WIDTH, DEPENDING THE PHYSICAL CHARACTERISTICS OF THE RIGHT OF WAY.

B. CHANGES OR MODIFICATIONS OF THE RIGHT OF WAY WIDTHS SHALL BE MADE AT THE SOLE DISCRETION OF BOARD MEMBERS REPRESENTING FARMERS CO-OP DITCH COMPANY.

5. COMMON LOTS SHOULD BE INCLUDED ALONG ANY MAJOR CANAL OR LATERAL (PIPED OR OPEN DITCH). COMMON LOTS SHALL BE MAINTAINED BY THE DEVELOPER/AND OR HOMEOWNERS ASSOCIATION. PUMP STATIONS SHALL BE CONSTRUCTED ON A COMMON LOT OUTSIDE THE RIGHT OF WAY, NOT ON A PRIVATE LOT.

6. THE INSTALLATION OF TRASH OR WEED RACKS IS STRICTLY FORBIDDEN WITHOUT PRIOR WRITTEN CONSENT OF THE DITCH COMPANY.

7. PRESSURIZED IRRIGATION SYSTEMS SHALL BE DESIGNED FOR ACCURATE MONITORING OF WATER USAGE AND THE PUMPING SYSTEM SHALL BE DESIGNED NOT LARGER THAN IS NECESSARY TO DELIVER THE QUANTITY OF WATER EQUAL TO THE AMOUNT OF WATER SHARES HELD IN FARMERS CO-OP DITCH COMPANY.

A. A NON-DIGITALIZED MACROMETER FLOW METER SHALL BE INSTALLED.

B. WHERE POSSIBLE, A WEIR AND WEIR STRUCTURE SHALL BE INSTALLED.

C. THE PUMP STATION SHALL BE CONSTRUCTED ON A COMMON LOT WITHIN THE DEVELOPMENT AND OUTSIDE OF THE RIGHT OF WAY.

8. INSTALLATION OF PONDS FOR WATER STORAGE WITHIN A SUBDIVISION/DEVELOPMENT SHALL NOT INTERFERE WITH THE NORMAL DELIVERY OF

IRRIGATION WATER – VERIFICATION OF APPROVAL BY THE DEPARTMENT OF WATER REOURCES SHALL BE PROVIDED TO THE ATTORNEY O FARMERS CO-OP DITCH COMPANY.

9.ACCESS ROADS UTILIZED BY THE DITCH COMPANY ALONG CANALS OR LATERALS SHALL HAVE A SURFACE OF GRAVEL ON THE LOWER BANK AND DIRT ON THE UPPER BANK – NO PAVING OF ACCESS ROADS WILL BE APPROVED.

10.ACCESS ROADS(RIGHTS-OF-WAY) UTILIZED BY THE DITCH COMPANIES SHALL BE KEPT OPEN PASSABLE AT ALL TIMES.

11.ALL ROADS OR OTHER IMPROVEMENTS IN THE (RIGHT-OF-WAY) UTILIZED BY THE DITCH COMPANY SHALL BE CONSTRUCTED SO AS TO ALLOW NECESSARY EQUIPMENT TO ACCESS THE RIGHT OF WAY. CURB CUTS IN ROADWAYS SHOULD BE USED. THE DITCH COMPANY WILL NOT BE RESPONSIBLE FOR DAMAGE TO CURBS OR SIDEWALKS FROM EQUIPMENT CROSSING ROADS OR ACCESSING THE RIGHT OF WAY.

12. NO TREES, SHRUBS, FENCES, OR PERMANENT STRUCTURES SHALL BE ALLOWED IN THE RIGHT OF WAY.

13. A PERFORMANCE BOND, AT THE SOLE DISCRETION OF THE BOARD MEMBERS OF THE FARMERS CO-OP DITHC COMPANY, MAY BE REQUIRED AS A CONDITION OF APPROVAL FOR A LICENSING/CROSSING AGREEMENT OR OTHE CONSTRUCTION AGREEMENT. A PERFORMANCE BOND WOULD GENERALLY BE REQUIRED WHEN THE CONSTRUCTION PROJECT WILL SIGNIFICANTLY MODIFYING OR ALTERING A CANAL OR LATERAL.

14.ANY MODIFICATIONS TO A LATERAL OR PRIVATE DITCH SHALL HAVE THE APPROVAL BY THE MAJORITY OF SHAREHOLDERS ON THAT DITCH. DOCUMENTATION OF MAJORITY APPROVAL SHALL BE PRESENTED TO FARMERS CO-OP DITCH COMPANY BOARD MEMBERS FOR APPROVAL BEFORE ANY CONSIDERATION WILL BE GIVEN ON ANY CONSTRUCTION OR LICENSING/CROSSING AGREEMENT. MODIFICATIONS CANNOT INTERFERE WITH THE DELIVERY OF WATER OR CAUSE INJURY TO ANY WATER USER ON THE ditch.

15. IF A CANAL OR LATERAL IS APPROVED TO BE PIPED, THE DISTANCE BETWEEN MANHOLE COVERS SHALL NOT EXCEED 400 FEET. ADEQUATE FALL OR SLOPE MUST BE MAINTAINED TO ALLOW FOR NATURAL SCOURING OF THE PIPE. THE USE AND REQUIREMENTS OF WEED SCREENS, TRASH RACKS, CEMENT ABUTMENTS, ETC. IS AT THE SOLE DISCRETION OF THE DITCH COMPANY.

16. ANY WORK AFFECTING CANALS OR LATERALS SHALL NOT BEGIN UNTIL NOVEMBER 15TH AND BE COMPLETED BY MARCH 5TH.

17. IN THE EVENT FARMERS CO-OP DITCH COMPANY IS MADE AWARE OF ANY CONSTRUCTION OR WORK BEING DONE WITHIN THE RIGHT OF WAY OR WORK BEING DONE WITHOUT WRITTEN COSENT IN THE FORM OF A SIGHNED DOCUMENT OR A LICENSE/CROSSING AGREEMENT THERE WILL BE A CEASE OF WORK DOCUMENT PRESENTED TO THE PARTY INVOLVED UNTIL SUCH TIME THE PROPER DOCUMENTS ARE PRESENTED TO THE DITCH COMPANY.