

AGREEMENT

1. PARTIES THE PARTIES TO THIS AGREEMENT ARE THE IRISH BEACH WATER DISTRICT (I.B.W.D.), REFERRED TO HEREIN AS THE "DISTRICT", AND THE IRISH BEACH IMPROVEMENT CLUB, INC. (I.B.I.C.) REFERRED TO HEREIN AS THE "CLUB".

2. PURPOSE THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE FOR THE RIGHTS AND OBLIGATIONS OF THE PARTIES IN RELATION TO THE USE OF WATER IN POMO LAKE AND IN THE CREEK KNOWN AS POMO LAKE CREEK WHICH FEEDS INTO AND DRAINS FROM THE LAKE, ALL LOCATED WITHIN THE BOUNDARIES OF THE DISTRICT.

3. RECREATIONAL USES THE CLUB SHALL CONTINUE TO BE RESPONSIBLE FOR RECREATIONAL USE OF THE WATER INCLUDING, BUT NOT NECESSARILY LIMITED TO, STOCKING THE LAKE WITH FISH AS THE CLUB DEEMS APPROPRIATE AND THE MAINTENANCE OF LAND CONTIGUOUS TO THE LAKE WHICH IS OWNED BY THE CLUB AND MADE AVAILABLE BY THE CLUB FOR RECREATIONAL USE.

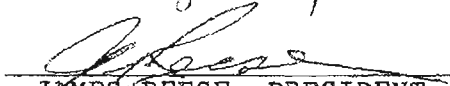
4. NONRECREATIONAL USES THE DISTRICT SHALL CONTINUE TO BE RESPONSIBLE FOR SUCH USE OF THE WATER AS IS WITHIN THE DISTRICT'S POWERS. IN THE EXERCISE OF ITS POWERS TO USE THE WATER, THE DISTRICT SHALL MAINTAIN THE WATER LEVEL OF THE LAKE AT FULL CAPACITY UNLESS IT IS UNABLE TO DO SO BECAUSE OF THE INADEQUACY OF WATER FROM OTHER SOURCES FOR FIRE SUPPRESSION OR FOR DOMESTIC NEEDS DURING DROUGHT CONDITIONS.

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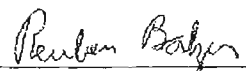
5. DISTRICT EASEMENT THE CLUB SHALL GRANT A REASONABLY LOCATED EASEMENT TO THE DISTRICT, IF NEEDED BY THE DISTRICT FOR OBTAINING WATER FROM THE CREEK OR LAKE. BEFORE APPROVAL OF PLANS FOR A PROJECT REQUIRING SUCH EASEMENT, ITS PROPOSED LOCATION SHALL BE SUBMITTED TO THE CLUB FOR ITS REVIEW AND COMMENT. AFTER ANY WORK OR CONSTRUCTION BY THE DISTRICT ON CLUB PROPERTY, THE DISTRICT SHALL RESTORE THE NATURAL GRADE AND VEGETATION OF THE AFFECTED AREA AS THEY EXISTED PRIOR TO SUCH WORK OR CONSTRUCTION.

THE PARTIES PROMISE TO ABIDE BY THE TERMS OF THIS AGREEMENT.

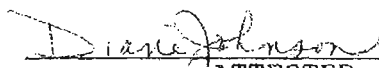
THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF January 1990.



JAMES REESE, PRESIDENT
IRISH BEACH IMPROVEMENT CLUB,
INC.



REUBEN BALZER, CHAIRMAN
IRISH BEACH WATER DISTRICT



ATTESTED

Amendment to the January 13th 1990 Agreement

Coordination Notification and Concurrence. The Club shall notify the District of maintenance or improvement activities that temporarily negatively impact water availability whether or not the District is currently using the waters of Pomo Lake and Pomo Lake Creek ("Moore's Creek"). The Club shall coordinate and seek concurrence of the District prior to maintenance or improvement activities that negatively impact current District uses of the waters. The Club shall seek concurrence of the District prior to maintenance and improvement of Pomo Lake or Moore's Creek that will negatively impact future availability of the waters for District uses.

Water Supply for Contiguous Land Use. Given the District's rights and benefits under the 1990 Agreement and Amendment, the District agrees to provide water to the Club and waive the availability charge for use on the Pomo Lake Property so long as water is not needed for domestic use or emergency purposes, not prohibited by law, and to the extent the District is financially capable of so doing. The Club will be responsible, however, for paying the District's usage fee for metered water at the published rate for residential customers. This term will be re-evaluated by the District in consultation with the Club every 5 years from the date of this amendment to the 1990 Agreement. The parties acknowledge this term is intended in part to resolve a dispute between the parties as well as preserving potential future use of Pomo Lake for drinking water purposes by the District.

Club Support of District License Application. The Club shall support and participate where necessary the District in its application for splitting the existing non-consumptive water license for fire protection and recreation.

Easements. The Club shall provide all easements and access rights needed by the District to Pomo Lake and Moore's Creek for water facilities or rights necessary for non-consumptive fire protection purposes and future potential domestic use purposes.

maintenance of Pomo Lake and Moore's Creek, and including but not limited to the Dam, spillway and land contiguous to the Lake. If the District and the Club are unable to resolve any dispute by mediation, the parties agree to work in good faith to resolve the dispute by binding arbitration.

For the Irish Beach Improvement Club:


DATED: April 15, 2020



Michael Dunbaugh, President

For the Irish Beach Water District:

DATED: April 13, 2020



Ken Terry, Board President