

- b. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.
  - c. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.
10. **TERM.** The Program shall begin no later than January 1, 2023, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved.
11. **PROGRAM ELIGIBILITY AND TERMS AND CONDITIONS.** The Parties agree to develop Program eligibility and terms and conditions for Program implementation as generally defined in Exhibit E. Said eligibility and terms and conditions shall include, but shall not be limited to:
- a. Definitions
  - b. Property eligibility
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  - e. Preferred contractors
  - f. Preliminary inspection process
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  - h. Priority
  - i. Eligible mitigation
  - j. Non-eligible mitigation
  - k. Maximum mitigation award
  - l. Recordation of mitigation award
12. **PROGRAM MANAGEMENT.** Program management shall be facilitated by one of the Parties. If one of the Parties doesn't elect to program management duties and through recommendation of the GSP Advisory Committee and approval of the Parties, Program management shall be facilitated through a third party.
13. **ENVIRONMENTAL REVIEW.** The Parties agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as set-forth in this MOU.

14. **OTHER COSTS.** Any and all other costs not specifically included in this MOU shall be attributed to the Parties per the proportionate share as set-forth in this MOU.
15. **NOTICES.** All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To Madera County: County of Madera  
Stephanie Anagnoson  
200 W 4<sup>th</sup> Street, 4<sup>th</sup> Floor  
Madera, CA 93637

To Chowchilla WD: Chowchilla Water District  
Brandon Tomlinson  
327 South Chowchilla Blvd.  
Chowchilla, CA 93610

To Merced County: County of Merced  
Lacey McBride  
2222 M Street  
Merced, CA 95340

To Triangle T WD: Triangle T Water District  
Brad Samuelson  
P.O. Box 2657  
Los Banos, CA 93635

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.



IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this MOU on behalf of the Party whom he/she signs.

County of Madera

\_\_\_\_\_

\_\_\_\_\_ Date

Chowchilla Water District

\_\_\_\_\_ Brandon Tomlinson

\_\_\_\_\_ Date

County of Merced

\_\_\_\_\_ 

\_\_\_\_\_ JUL 19 2022  
Date

Triangle T Water District

\_\_\_\_\_

\_\_\_\_\_ Date

APPROVED AS TO LEGAL FORM:

FORREST W. HANSEN  
MERCED COUNTY COUNSEL

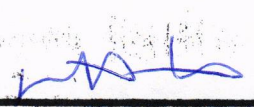
BY:   
\_\_\_\_\_ Jeffrey B. Grant

EXHIBIT A

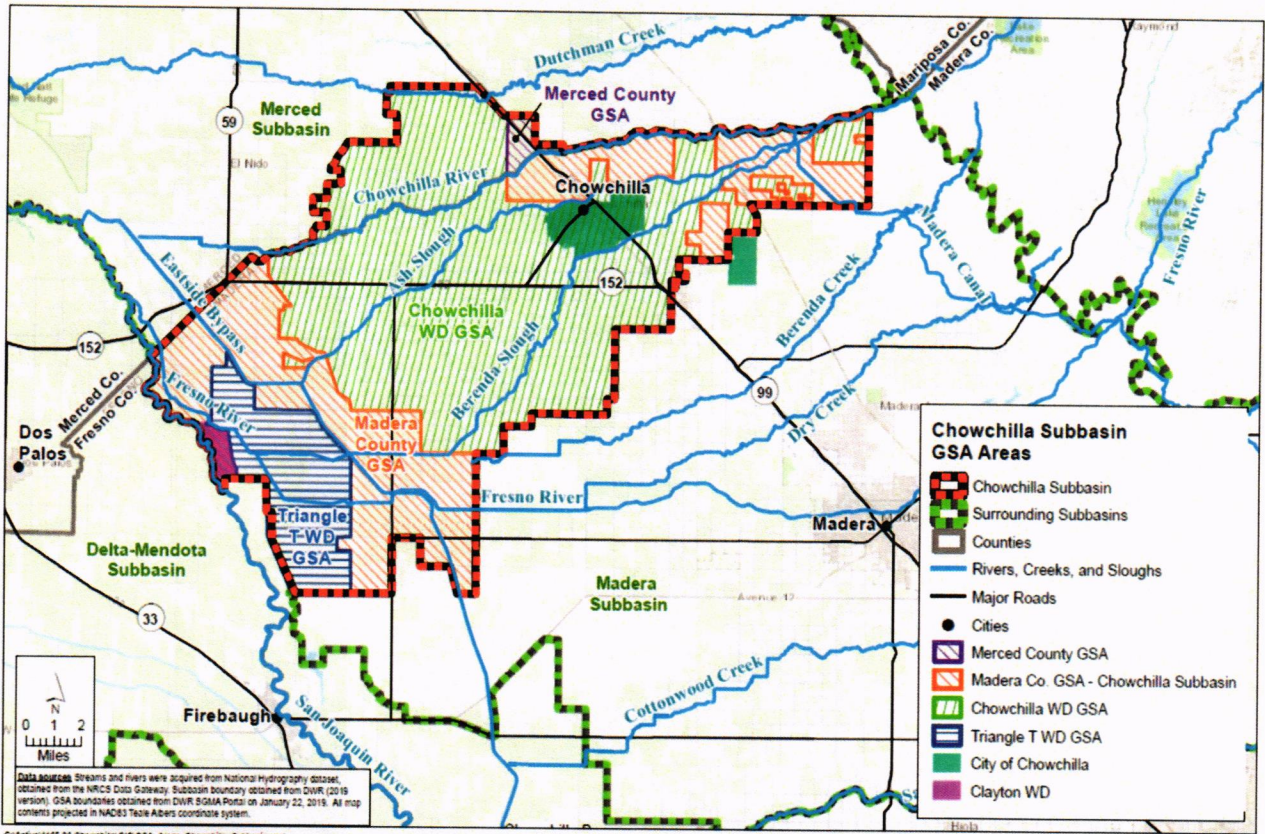


FIGURE ES-1

Chowchilla Subbasin GSA Map

Madera County - Chowchilla Subbasin  
SGMA Data Collection and Analysis



## EXHIBIT B

GSA	Average Shortage (AF) <sup>1</sup>	Net Recharge (AF) <sup>2</sup>	Proportionate Share (%)
Chowchilla WD	22800	-22800	30%
Madera County <sup>3</sup>	39700	-39700	53%
Madera County - Sierra Vista MWC <sup>4</sup>	1800	-1800	2%
Merced County - Sierra Vista MWC <sup>4</sup>	900	-900	1%
Triangle T WD	10200	-10200	14%
Subbasin Totals =	75400	-75400	100%

**Notes:**

<sup>1</sup> Average Shortage is defined as groundwater extraction minus total recharge from the SWS (deep percolation and seepage), thus a positive value indicates more water is taken from a subbasin than is recharging from the surface. This is equivalent to the inverse of Net Recharge from SWS as defined in some presentations and documents.

<sup>2</sup> Net Recharge is defined as total recharge minus groundwater extraction, thus a positive value indicates that more water is recharged from the surface than is taken from the surface.

<sup>3</sup> Net Recharge summarized from the Madera County - East and Madera County West subregion water budgets developed for the Chowchilla Subbasin GSP.

<sup>4</sup> Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

## EXHIBIT C

GSA <sup>2,3</sup>	Description	Proportionate Share <sup>1</sup>	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031	FYE 2032
Madera County	Capital Costs	55%	\$ 552,602	\$ 570,285	\$ 588,533	\$ 260,299	\$ 268,629	\$ 277,226	\$ 286,097	\$ 295,252	\$ 4,353	\$ 4,492
	Admin/Operating Costs		\$ 53,251	\$ 54,955	\$ 56,713	\$ 25,083	\$ 25,886	\$ 26,714	\$ 27,569	\$ 28,452	\$ 419	\$ 433
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	Admin/Operating Costs		\$ 1,005	\$ 1,037	\$ 1,070	\$ 473	\$ 488	\$ 504	\$ 520	\$ 537	\$ 8	\$ 8
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	% Responsibility	100%										
	Total Capital Costs		\$ 1,004,730	\$ 1,036,881	\$ 1,070,060	\$ 473,272	\$ 488,417	\$ 504,047	\$ 520,175	\$ 536,823	\$ 7,915	\$ 8,168
	Total Admin/Operating Costs		\$ 98,464	\$ 101,615	\$ 104,866	\$ 46,380	\$ 47,865	\$ 49,396	\$ 50,977	\$ 52,609	\$ 775	\$ 801
	Total Costs		\$ 1,103,194	\$ 1,138,496	\$ 1,174,926	\$ 519,652	\$ 536,282	\$ 553,443	\$ 571,152	\$ 589,432	\$ 8,690	\$ 8,968

**Notes:**

<sup>1</sup> Proportionate share is as determined in a spreadsheet prepared by Davids Engineering titled Chowchilla\_Historical\_Projected\_Water\_Budget\_Shortage dated May 21, 2021.

<sup>2</sup> Merced County, Triangle T WD, and Chowchilla WD GSA costs have been scaled from the Madera County GSA costs.

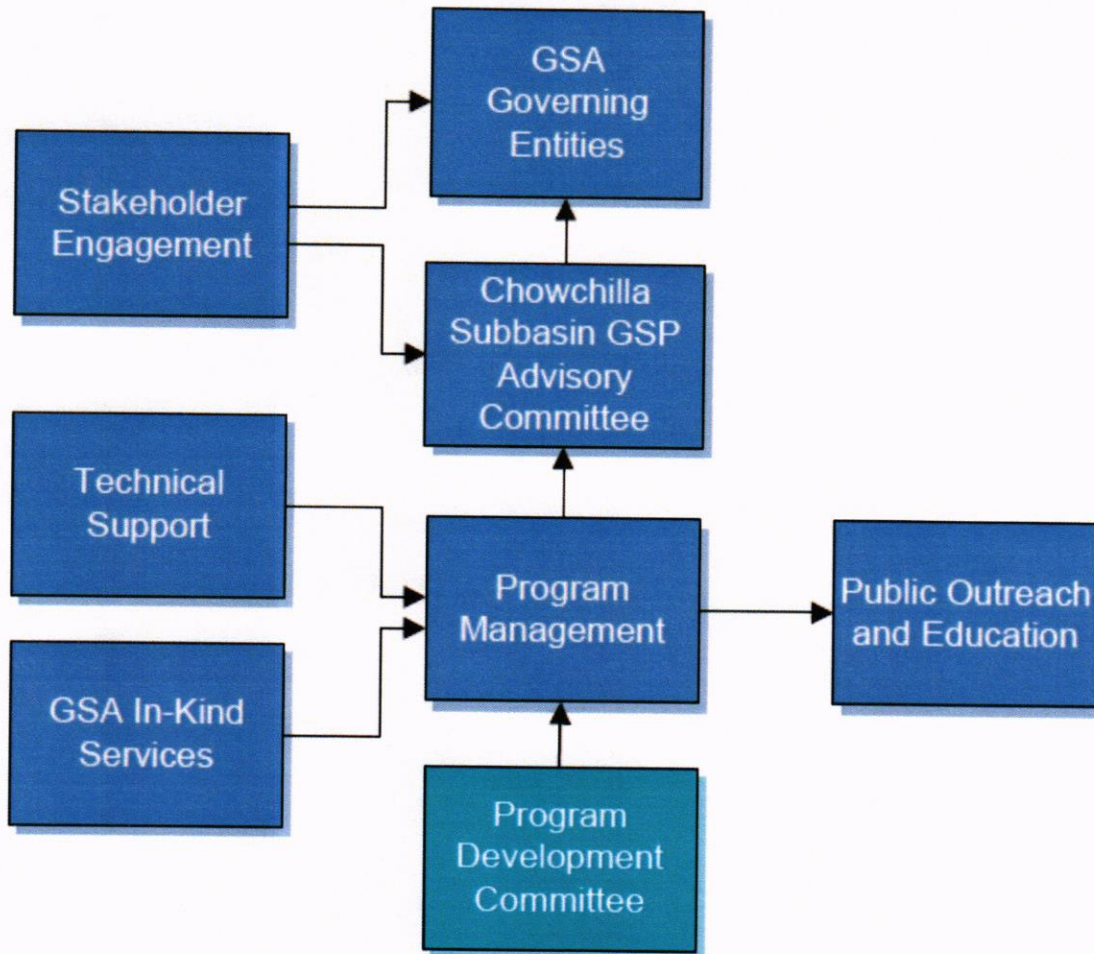
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# Exhibit D

## Chowchilla Subbasin – Domestic Well Mitigation Program Organizational Structure

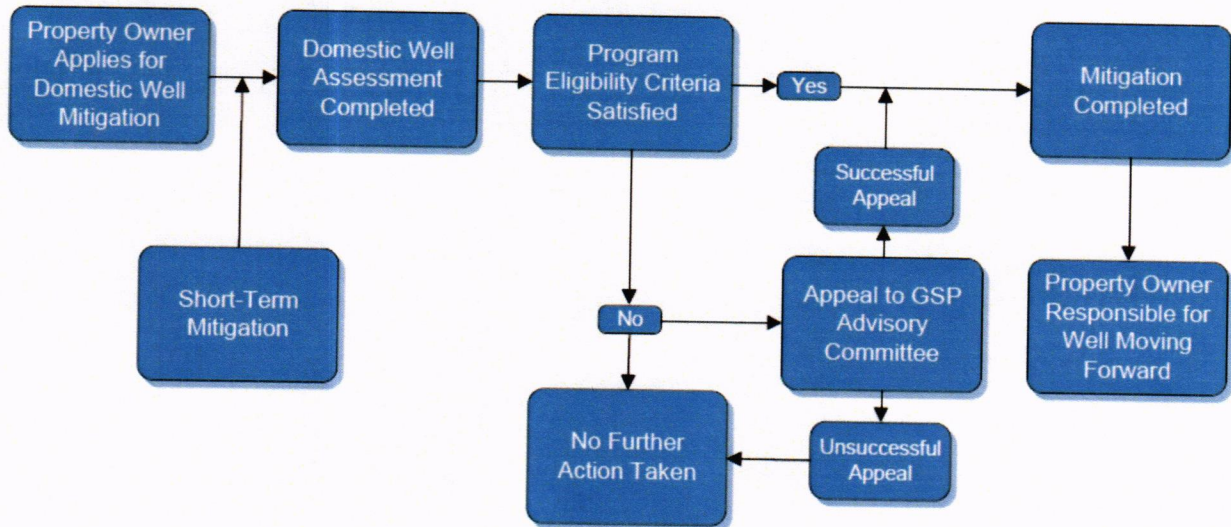
June 6, 2022



### Notes:

1. That shown herein is subject to revision by the Parties.
2. Public Outreach and Engagement is a necessary component as outlined by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
3. The Chowchilla Subbasin GSP Advisory Committee is as defined and established under Section 3 of the Memorandum of Understanding with Respect to the Coordination, Cooperation and Cost Sharing in the Implementation of Chowchilla Subbasin Groundwater Sustainability Plan entered into by the Parties on December 17, 2019.

**Exhibit E**  
**Chowchilla Subbasin – Domestic Well Mitigation Program**  
**Implementation Flowchart**  
 June 6, 2022



**Notes:**

1. Steps shown herein are intended to demonstrate critical decision points and is not intended to be indicative of all steps that may be required.
2. That shown herein is subject to revision by the Parties.
3. The GSAs have reviewed and considered the content and recommendation set-for by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."



Triangle T Water District GSA

**MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL MITIGATION PROGRAM FOR THE CHOWCHILLA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”), by and between the Chowchilla Water District GSA (Chowchilla WD), Madera County GSA – Chowchilla (Madera County), Merced County GSA – Chowchilla (Merced County), and Triangle T Water District GSA (Triangle T WD), collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

**RECITALS**

- A. **WHEREAS**, groundwater and surface water resources within the Chowchilla Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, agriculture has been prominent in making Madera County and Merced County one of the world’s foremost agricultural areas and plays a major role in the economy of both Madera County and Merced County; and
- C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and
- D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and
- E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- F. **WHEREAS**, in accordance with Resolution No. 2016-17, Chowchilla Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- G. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and



- H. **WHEREAS**, in accordance with Resolution No. 2017-15, County of Merced elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- I. **WHEREAS**, in accordance with Resolution No. 17-7, Triangle T Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- J. **WHEREAS**, on January 29, 2020, the Parties submitted a GSP to DWR; and
- K. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- L. **WHEREAS**, the Parties agree that for the purposes of this MOU, “Domestic Wells” shall be limited to individual private domestic wells.
- M. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin.
- N. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, “Framework for a Drinking Water Well Impact Mitigation Program.”
- O. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP through creation and implementation of a Domestic Well Mitigation Program (Program) as follows:

### **AGREEMENT**

1. **PROPORTIONATE SHARE.** The Parties agree to fund the Program on a proportional basis consistent with that set-forth in Exhibit B. Each Party shall be responsible for its proportionate share of the funding requirements.
2. **FUNDING.** The Parties agree to fund the Program on an annual basis consistent with Section 9 set-forth herein. Estimated expenses through 2032 are set-forth in Exhibit C. Expenses for 2033 through 2040, or as may required until groundwater sustainability is achieved, shall be recommended by the GSP Advisory Committee and approved by the Parties no later than December 31, 2030.

3. **ACCOUNTING.** Annual funding shall be placed in an interest-bearing account managed by one of Parties.
4. **PROGRAM DEVELOPMENT COMMITTEE.** The Parties shall establish a Program Development Committee (Committee) that will oversee Program development consistent with Section 11. The Committee shall include at least one technical staff representative from each of the Parties. Decisions of the Committee shall be made through simple majority of the Committee. The Committee shall cease to exist upon the start date of the Program as set-forth in Section 10.
5. **PROGRAM ORGANIZATIONAL STRUCTURE.** Unless otherwise amended and approved by the Parties, the Program organizational structure shall be as shown in Exhibit D.
6. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.
7. **BUDGET REVIEW.** Not less than once per year, the Parties shall convene a meeting of the GSP Advisory Committee to review Program implementation progress in that year and plan for Program implementation in the subsequent year.
8. **IN-KIND SERVICES.** Each Party is likely to provide in-kind services and subsequently incur in-kind costs as part of continued program development and management. Said costs shall be the responsibility of each Party unless otherwise agreed to by the Parties.
9. **FAILURE TO PAY.** The Parties recognize that any Party's failure to pay its respective share of any Annual Budget or budget increase when due, whether or not that Party's Governing Body approved the Annual Budget or the budget increase, places the Subbasin in jeopardy of being subject to intervention by the State Water Resources Control Board (SWRCB), including being designated on probationary status, and being subject to an interim plan promulgated by the SWRCB. Recognizing the importance of this Program, the parties agree to the following potential actions should any Party fail to pay consistent with this Section 9:
  - a. The Party that fails to pay shall be ineligible to vote on any subject or issue unless such failure is excused by the Committee through formal action and majority approval of the Committee. During any period of time during which a Party is ineligible to vote on a matter by reason of the application of this Section 9, such Party shall not be counted as a Party in determining a quorum, or in determining a "majority" with regard to the approval of any action. In order to restore its eligibility to vote, a Party must be current on all amounts due, including any expenditures approved by the Committee while such Party was ineligible to vote.

- b. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.
- c. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

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**County of Madera**

\_\_\_\_\_

\_\_\_\_\_ Date

**Chowchilla Water District**

\_\_\_\_\_ Brandon Tomlinson

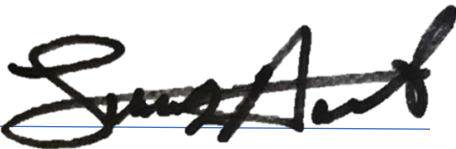
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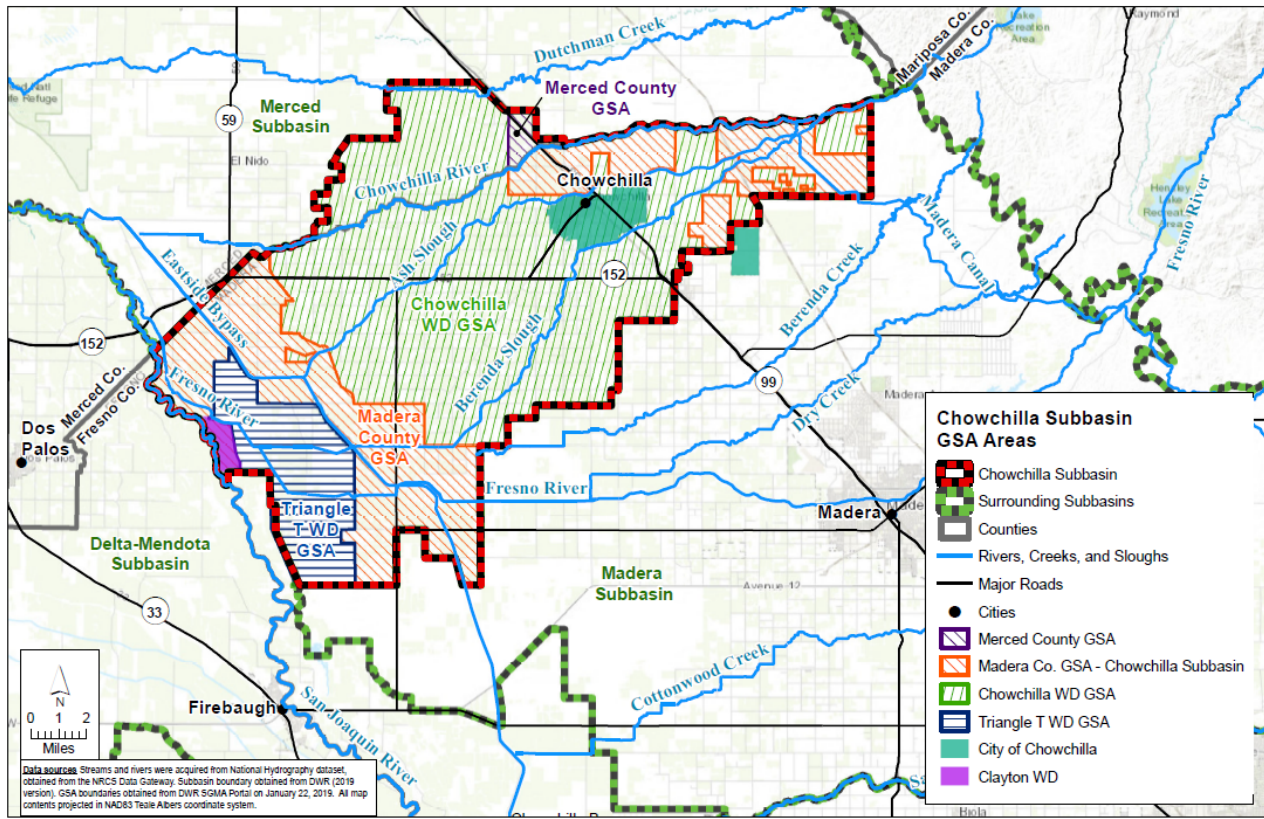
\_\_\_\_\_ Date

**Triangle T Water District**

 \_\_\_\_\_

07/14/2022  
\_\_\_\_\_ Date

# EXHIBIT A



C:\Active\1165\_06 Chowchilla\GIS\GSA Areas - Chowchilla - Subbasin.mxd

**DAVIDS** ENGINEERING CONSULTANTS, INC.  
www.davidsengineering.com

**LUHDORFF & SCALMANINI** CONSULTING ENGINEERS

**FIGURE ES-1**

**Chowchilla Subbasin GSA Map**

Madera County - Chowchilla Subbasin  
SGMA Data Collection and Analysis

## EXHIBIT B

GSA	Average Shortage (AF) <sup>1</sup>	Net Recharge (AF) <sup>2</sup>	Proportionate Share (%)
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## EXHIBIT C

GSA <sup>2,3</sup>	Description	Proportionate Share <sup>1</sup>	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031	FYE 2032
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**Notes:**

<sup>1</sup> Proportionate share is as determined in a spreadsheet prepared by Davids Engineering titled Chowchilla\_Historical\_Projected\_Water\_Budget\_Shortage dated May 21, 2021.

<sup>2</sup> Merced County, Triangle T WD, and Chowchilla WD GSA costs have been scaled from the Madera County GSA costs.

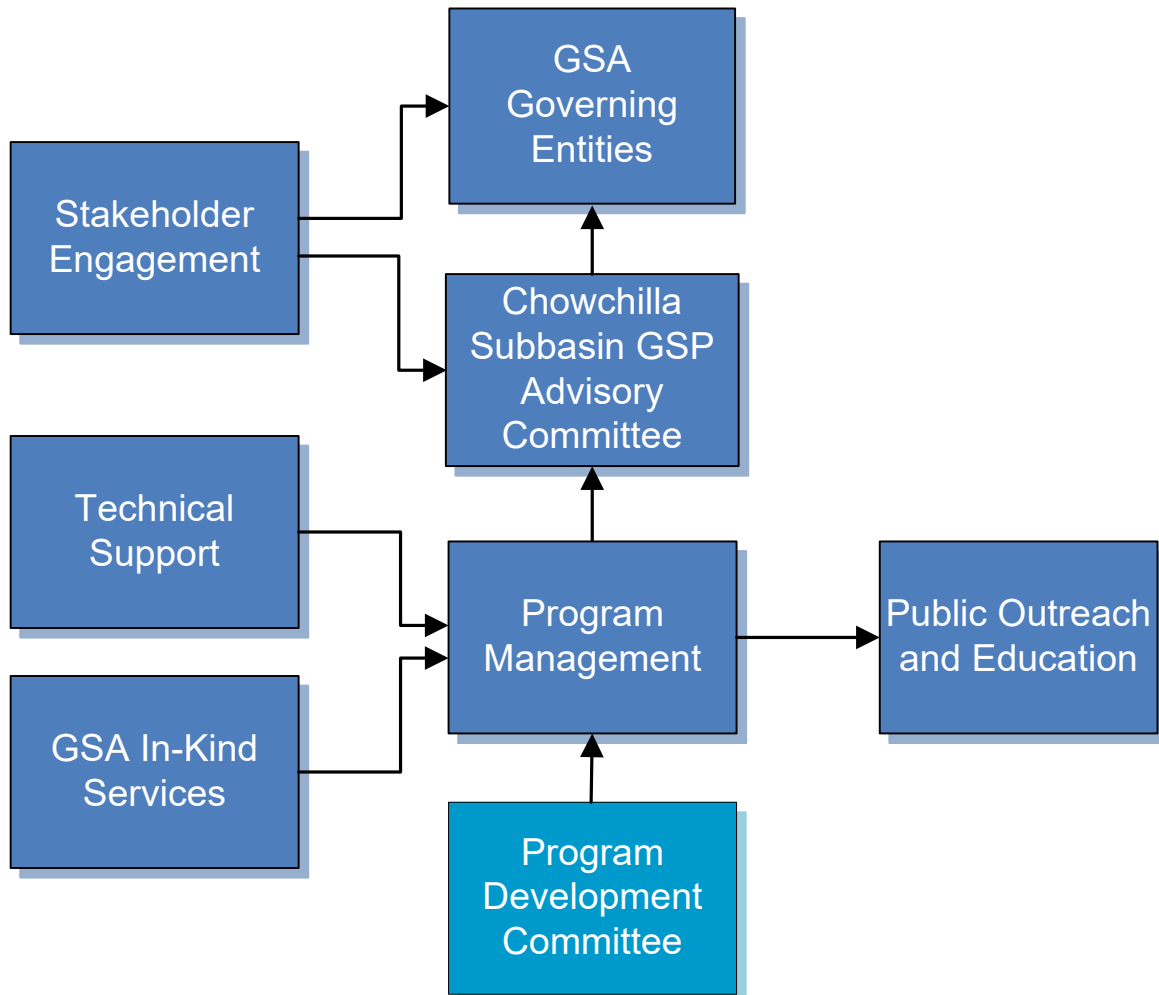
<sup>3</sup> Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

# Exhibit D

## Chowchilla Subbasin – Domestic Well Mitigation Program

### Organizational Structure

June 6, 2022

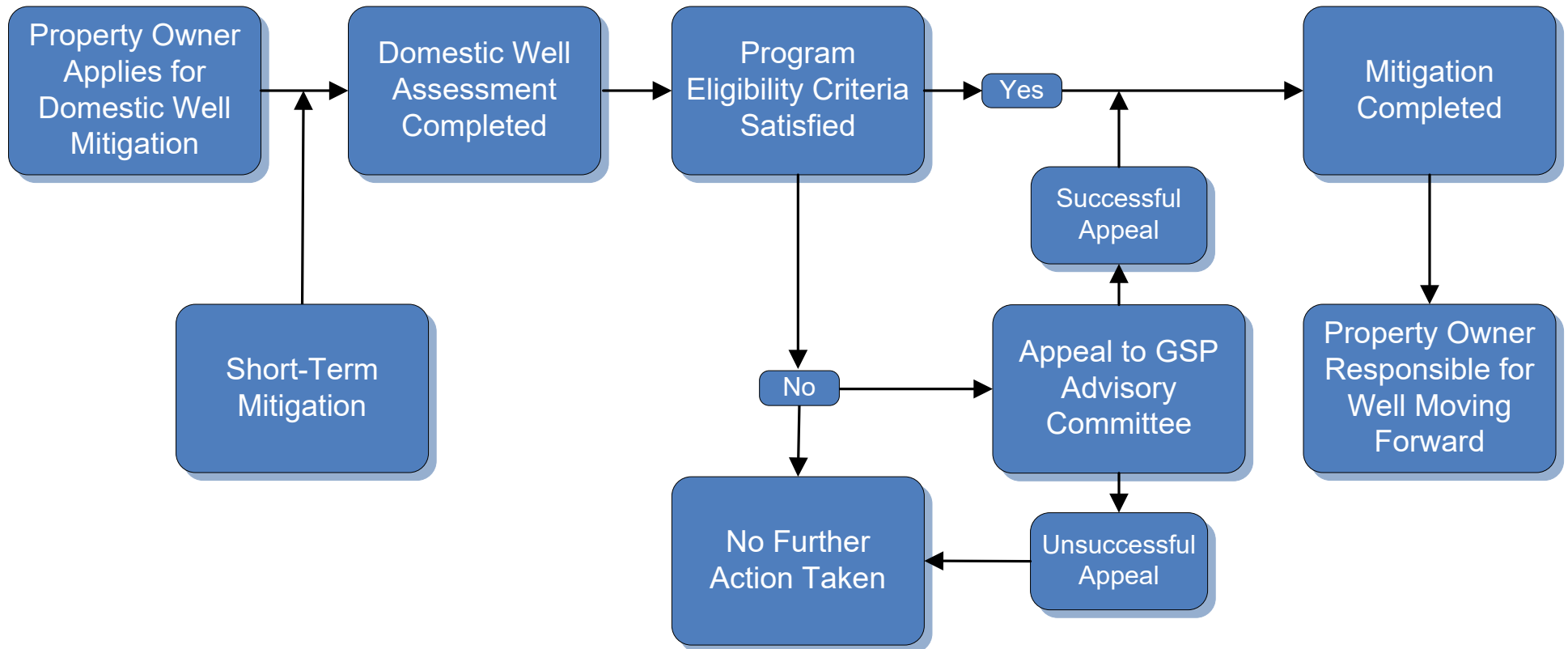


#### Notes:

1. That shown herein is subject to revision by the Parties.
2. Public Outreach and Engagement is a necessary component as outlined by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."
3. The Chowchilla Subbasin GSP Advisory Committee is as defined and established under Section 3 of the Memorandum of Understanding with Respect to the Coordination, Cooperation and Cost Sharing in the Implementation of Chowchilla Subbasin Groundwater Sustainability Plan entered into by the Parties on December 17, 2019.

Exhibit E  
Chowchilla Subbasin – Domestic Well Mitigation Program  
Implementation Flowchart

June 6, 2022



Notes:

1. Steps shown herein are intended to demonstrate critical decision points and is not intended to be indicative of all steps that may be required.
2. That shown herein is subject to revision by the Parties.
3. The GSAs have reviewed and considered the content and recommendation set-for by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, "Framework for a Drinking Water Well Impact Mitigation Program."



County of Madera GSA - Chowchilla

**MEMORANDUM OF UNDERSTANDING ESTABLISHING A DOMESTIC WELL MITIGATION PROGRAM FOR THE CHOWCHILLA SUBBASIN OF THE SAN JOAQUIN VALLEY GROUNDWATER BASIN**

This Memorandum of Understanding (“MOU”) is entered into this 26<sup>TH</sup> day of JULY 2022 (the “Effective Date”), by and between the Chowchilla Water District GSA (Chowchilla WD), Madera County GSA – Chowchilla (Madera County), Merced County GSA – Chowchilla (Merced County), and Triangle T Water District GSA (Triangle T WD), collectively hereinafter referred to as the “Parties,” or individually as the “Party.”

**RECITALS**

- A. **WHEREAS**, groundwater and surface water resources within the Chowchilla Subbasin of the San Joaquin Valley Groundwater Basin (DWR Bulletin 118 No. 5-022.05) (Subbasin) are vitally important resources, in that they provide the foundation to maintain and fulfill current and future environmental, agricultural, domestic, municipal, and industrial needs, and to maintain the economic viability, prosperity, and sustainable management of the Subbasin; and
- B. **WHEREAS**, agriculture has been prominent in making Madera County and Merced County one of the world’s foremost agricultural areas and plays a major role in the economy of both Madera County and Merced County; and
- C. **WHEREAS**, in 2014 the California Legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act, California Water Code § 10720-10737.8 (SGMA), pursuant to Senate Bill 1168, Senate Bill 1319, and Assembly Bill 1739, which was approved by the Governor on September 16, 2014. and went into effect on January 1, 2015; and
- D. **WHEREAS**, the Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority subbasin in a condition of critical groundwater overdraft and is subject to the requirements of SGMA; and
- E. **WHEREAS**, SGMA requires that all medium and high priority groundwater basins in California be managed by a Groundwater Sustainability Agency (GSA), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (GSP), or multiple GSPs; and
- F. **WHEREAS**, in accordance with Resolution No. 2016-17, Chowchilla Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- G. **WHEREAS**, in accordance with Resolution No. 2017-014, the County of Madera elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and

- H. **WHEREAS**, in accordance with Resolution No. 2017-15, County of Merced elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- I. **WHEREAS**, in accordance with Resolution No. 17-7, Triangle T Water District elected to become the exclusive GSA for those portions of the Subbasin as shown in Exhibit A; and
- J. **WHEREAS**, on January 29, 2020, the Parties submitted a GSP to DWR; and
- K. **WHEREAS**, the Parties agree, and as SGMA allows, a transition to sustainability over the 20-year GSP Implementation Period is in the best overall interest of the Subbasin, although this approach is expected to result in some continued groundwater level declines during the GSP Implementation Period; and
- L. **WHEREAS**, the Parties agree that for the purposes of this MOU, “Domestic Wells” shall be limited to individual private domestic wells.
- M. **WHEREAS**, the Parties agree that as a result of the continued decline in groundwater levels anticipated to occur over the GSP Implementation Period, there may be adverse impacts to some domestic wells in the Subbasin.
- N. **WHEREAS**, the Parties have reviewed and considered the content and recommendations set-forth by Self-Help Enterprises, Leadership Counsel for Justice and Accountability, and the Community Water Center in their publication titled, “Framework for a Drinking Water Well Impact Mitigation Program.”
- O. **NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for domestic well impacts resulting from declining groundwater levels that occur from groundwater management activities outlined in the GSP through creation and implementation of a Domestic Well Mitigation Program (Program) as follows:

#### AGREEMENT

1. **PROPORTIONATE SHARE.** The Parties agree to fund the Program on a proportional basis consistent with that set-forth in Exhibit B. Each Party shall be responsible for its proportionate share of the funding requirements.
2. **FUNDING.** The Parties agree to fund the Program on an annual basis consistent with Section 9 set-forth herein. Estimated expenses through 2032 are set-forth in Exhibit C. Expenses for 2033 through 2040, or as may required until groundwater sustainability is achieved, shall be recommended by the GSP Advisory Committee and approved by the Parties no later than December 31, 2030.



3. **ACCOUNTING.** Annual funding shall be placed in an interest-bearing account managed by one of Parties.
4. **PROGRAM DEVELOPMENT COMMITTEE.** The Parties shall establish a Program Development Committee (Committee) that will oversee Program development consistent with Section 11. The Committee shall include at least one technical staff representative from each of the Parties. Decisions of the Committee shall be made through simple majority of the Committee. The Committee shall cease to exist upon the start date of the Program as set-forth in Section 10.
5. **PROGRAM ORGANIZATIONAL STRUCTURE.** Unless otherwise amended and approved by the Parties, the Program organizational structure shall be as shown in Exhibit D.
6. **BUDGET CYCLE.** The budget cycle of the Program shall be on a calendar year basis.
7. **BUDGET REVIEW.** Not less than once per year, the Parties shall convene a meeting of the GSP Advisory Committee to review Program implementation progress in that year and plan for Program implementation in the subsequent year.
8. **IN-KIND SERVICES.** Each Party is likely to provide in-kind services and subsequently incur in-kind costs as part of continued program development and management. Said costs shall be the responsibility of each Party unless otherwise agreed to by the Parties.
9. **FAILURE TO PAY.** The Parties recognize that any Party's failure to pay its respective share of any Annual Budget or budget increase when due, whether or not that Party's Governing Body approved the Annual Budget or the budget increase, places the Subbasin in jeopardy of being subject to intervention by the State Water Resources Control Board (SWRCB), including being designated on probationary status, and being subject to an interim plan promulgated by the SWRCB. Recognizing the importance of this Program, the parties agree to the following potential actions should any Party fail to pay consistent with this Section 9:
  - a. The Party that fails to pay shall be ineligible to vote on any subject or issue unless such failure is excused by the Committee through formal action and majority approval of the Committee. During any period of time during which a Party is ineligible to vote on a matter by reason of the application of this Section 9, such Party shall not be counted as a Party in determining a quorum, or in determining a "majority" with regard to the approval of any action. In order to restore its eligibility to vote, a Party must be current on all amounts due, including any expenditures approved by the Committee while such Party was ineligible to vote.

- b. Failure to pay shall be explicitly noted in the Annual Report for the Subbasin.
- c. Within 10 days after such failure to pay, the Parties shall attempt in good faith to resolve the dispute through informal means for a period of 30 days. If the Parties, through informal means, cannot agree upon a resolution of the failure to pay within 30 days, the Parties shall submit the dispute to mediation prior to commencement of legal action. The cost of mediation shall be split equally between the Parties. Upon completion of mediation and if the dispute has not been resolved, any Party may exercise any and all rights to bring a legal action relating to the dispute.

10. **TERM.** The Program shall begin no later than January 1, 2023, shall cover eligible mitigation as of January 31, 2020, and shall continue for the duration of the GSP Implementation Period or until groundwater sustainability is achieved.

11. **PROGRAM ELIGIBILITY AND TERMS AND CONDITIONS.** The Parties agree to develop Program eligibility and terms and conditions for Program implementation as generally defined in Exhibit E. Said eligibility and terms and conditions shall include, but shall not be limited to:

- a. Definitions
- b. Property eligibility
- c. Property owner eligibility
- d. Program application process
- e. Preferred contractors
- f. Preliminary inspection process
- g. Program form development
- h. Priority
- i. Eligible mitigation
- j. Non-eligible mitigation
- k. Maximum mitigation award
- l. Recordation of mitigation award

12. **PROGRAM MANAGEMENT.** Program management shall be facilitated by one of the Parties. If one of the Parties doesn't elect to program management duties and through recommendation of the GSP Advisory Committee and approval of the Parties, Program management shall be facilitated through a third party.

13. **ENVIRONMENTAL REVIEW.** The Parties agree to cooperatively complete any environmental review as may be determined necessary for Program implementation. Any costs associated with environmental review shall be per the proportionate share as set-forth in this MOU.

14. **OTHER COSTS.** Any and all other costs not specifically included in this MOU shall be attributed to the Parties per the proportionate share as set-forth in this MOU.
15. **NOTICES.** All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this Section 16. The addresses and addressees noted below are the Party's designated address and addressee for deliver or mailing notices.

To Madera County:	County of Madera Stephanie Anagnoson 200 W 4 <sup>th</sup> Street, 4 <sup>th</sup> Floor Madera, CA 93637
To Chowchilla WD:	Chowchilla Water District Brandon Tomlinson 327 South Chowchilla Blvd. Chowchilla, CA 93610
To Merced County:	County of Merced Lacey McBride 2222 M Street Merced, CA 95340
To Triangle T WD:	Triangle T Water District Brad Samuelson P.O. Box 2657 Los Banos, CA 93635

Any Party may, by written notice to each of the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three days after the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after it is addressed as required in this section and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery to the Postal Service or overnight courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this MOU on behalf of the Party whom he/she signs.

County of Madera



7/26/2022  
Date

Chowchilla Water District

\_\_\_\_\_  
Brandon Tomlinson

\_\_\_\_\_  
Date

County of Merced

\_\_\_\_\_

\_\_\_\_\_  
Date

Triangle T Water District

\_\_\_\_\_

\_\_\_\_\_  
Date

Approved as to Legal Form:  
COUNTY COUNSEL

By: **Michael R. Linden**  
Digitally signed by: Michael R. Linden  
DN: CN = Michael R. Linden  
email = mlinden@lozanosmith.com  
C = US O = LOZANO SMITH  
Date: 2022.07.08 11:02:03 -07'00'



EXHIBIT A

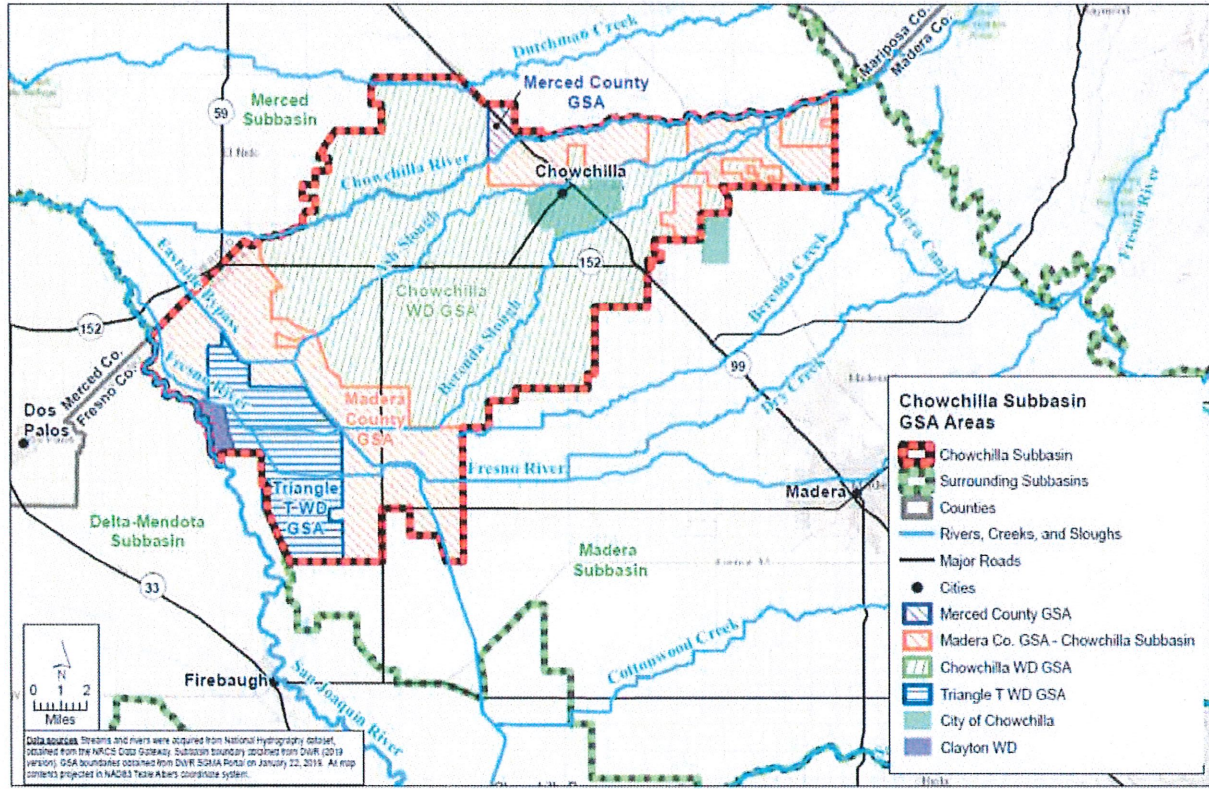


FIGURE ES-1

Chowchilla Subbasin GSA Map

Madera County - Chowchilla Subbasin  
SGMA Data Collection and Analysis

## EXHIBIT B

GSA	Average Shortage (AF) <sup>1</sup>	Net Recharge (AF) <sup>2</sup>	Proportionate Share (%)
Chowchilla WD	22800	-22800	30%
Madera County <sup>3</sup>	39700	-39700	53%
Madera County - Sierra Vista MWC <sup>4</sup>	1800	-1800	2%
Merced County - Sierra Vista MWC <sup>4</sup>	900	-900	1%
Triangle T WD	10200	-10200	14%
Subbasin Totals =	75400	-75400	100%

**Notes:**

<sup>1</sup> Average Shortage is defined as groundwater extraction minus total recharge from the SWS (deep percolation and seepage), thus a positive value indicates more water is taken from a subbasin than is recharging from the surface. This is equivalent to the inverse of Net Recharge from SWS as defined in some presentations and documents.

<sup>2</sup> Net Recharge is defined as total recharge minus groundwater extraction, thus a positive value indicates that more water is recharged from the surface than is taken from the surface.

<sup>3</sup> Net Recharge summarized from the Madera County - East and Madera County West subregion water budgets developed for the Chowchilla Subbasin GSP.

<sup>4</sup> Sierra Vista MWC spans the Merced County GSA - Chowchilla area (1,300 ac) and part of the Madera County GSA - Chowchilla area (2,600 ac). Total Sierra Vista MWC average shortage is 2,700 AF. Using the acreage distribution previously noted, one-third of the average shortage has been assigned to Merced County and two-thirds has been assigned to Madera County. Merced County will bill Sierra Vista MWC for their proportionate share (1%) for lands within Merced County.

## EXHIBIT C

GSA <sup>2,3</sup>	Description	Proportionate Share <sup>1</sup>	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031	FYE 2032
Madera County	Capital Costs	55%	\$ 552,602	\$ 570,285	\$ 588,533	\$ 260,299	\$ 268,629	\$ 277,226	\$ 286,097	\$ 295,252	\$ 4,353	\$ 4,492
	Admin/Operating Costs		\$ 53,251	\$ 54,955	\$ 56,713	\$ 25,083	\$ 25,886	\$ 26,714	\$ 27,569	\$ 28,452	\$ 419	\$ 433
	Total Costs		\$ 605,853	\$ 625,240	\$ 645,246	\$ 285,382	\$ 294,515	\$ 303,940	\$ 313,666	\$ 323,704	\$ 4,772	\$ 4,925
Merced County	Capital Costs	1%	\$ 10,047	\$ 10,369	\$ 10,701	\$ 4,733	\$ 4,884	\$ 5,040	\$ 5,202	\$ 5,368	\$ 79	\$ 82
	Admin/Operating Costs		\$ 1,005	\$ 1,037	\$ 1,070	\$ 473	\$ 488	\$ 504	\$ 520	\$ 537	\$ 8	\$ 8
	Total Costs		\$ 11,052	\$ 11,406	\$ 11,771	\$ 5,206	\$ 5,373	\$ 5,545	\$ 5,722	\$ 5,905	\$ 87	\$ 90
Triangle T WD	Capital Costs	14%	\$ 140,662	\$ 145,163	\$ 149,808	\$ 66,258	\$ 68,378	\$ 70,567	\$ 72,825	\$ 75,155	\$ 1,108	\$ 1,144
	Admin/Operating Costs		\$ 14,066	\$ 14,516	\$ 14,981	\$ 6,626	\$ 6,838	\$ 7,057	\$ 7,282	\$ 7,516	\$ 111	\$ 114
	Total Costs		\$ 154,728	\$ 159,680	\$ 164,789	\$ 72,884	\$ 75,216	\$ 77,623	\$ 80,107	\$ 82,671	\$ 1,219	\$ 1,258
Chowchilla WD	Capital Costs	30%	\$ 301,419	\$ 311,064	\$ 321,018	\$ 141,982	\$ 146,525	\$ 151,214	\$ 156,053	\$ 161,047	\$ 2,375	\$ 2,450
	Admin/Operating Costs		\$ 30,142	\$ 31,106	\$ 32,102	\$ 14,198	\$ 14,653	\$ 15,121	\$ 15,605	\$ 16,105	\$ 237	\$ 245
	Total Costs		\$ 331,561	\$ 342,171	\$ 353,120	\$ 156,180	\$ 161,178	\$ 166,336	\$ 171,658	\$ 177,151	\$ 2,612	\$ 2,695
	% Responsibility	100%										
	Total Capital Costs		\$ 1,004,730	\$ 1,036,881	\$ 1,070,060	\$ 473,272	\$ 488,417	\$ 504,047	\$ 520,175	\$ 536,823	\$ 7,915	\$ 8,168
	Total Admin/Operating Costs		\$ 98,464	\$ 101,615	\$ 104,866	\$ 46,380	\$ 47,865	\$ 49,396	\$ 50,977	\$ 52,609	\$ 775	\$ 801
	Total Costs		\$ 1,103,194	\$ 1,138,496	\$ 1,174,926	\$ 519,652	\$ 536,282	\$ 553,443	\$ 571,152	\$ 589,432	\$ 8,690	\$ 8,968

**Notes:**

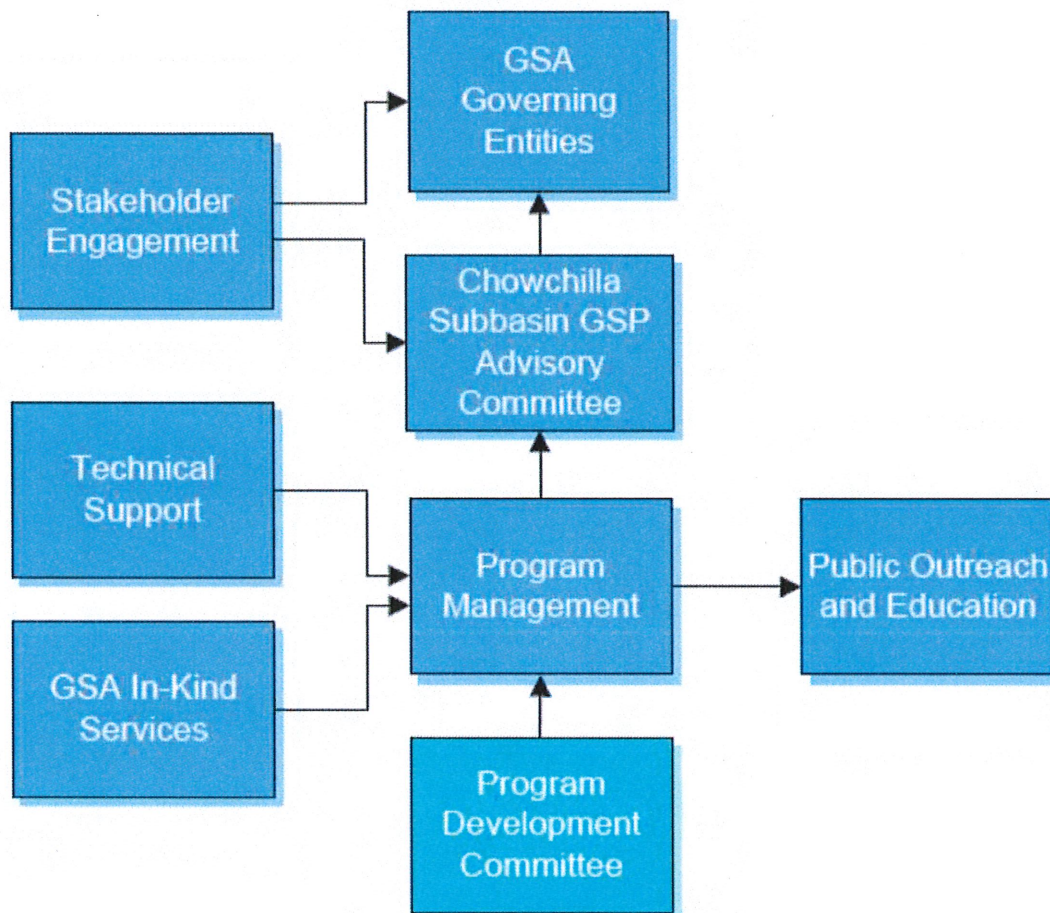
<sup>1</sup> Proportionate share is as determined in a spreadsheet prepared by Davids Engineering titled Chowchilla\_Historical\_Projected\_Water\_Budget\_Shortage dated May 21, 2021.

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Exhibit D  
 Chowchilla Subbasin – Domestic Well Mitigation Program  
 Organizational Structure  
 June 6, 2022

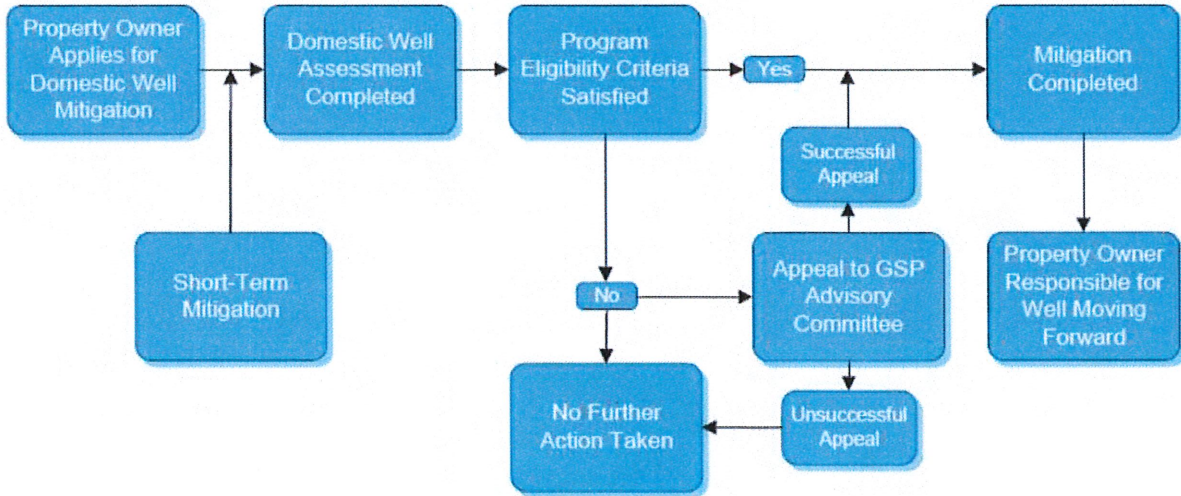


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Exhibit E  
Chowchilla Subbasin – Domestic Well Mitigation Program  
Implementation Flowchart

June 6, 2022



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## **APPENDIX 3.E. CHOWCHILLA SUBBASIN INFRASTRUCTURE ASSESSMENT**

Prepared as part of the  
**Groundwater Sustainability Plan  
Chowchilla Subbasin**

January 2020  
Revised July 2022

**GSP Team:**

Davids Engineering, Inc  
Luhdorff & Scalmanini  
ERA Economics  
Stillwater Sciences and  
California State University, Sacramento

# Technical Memorandum

Date: 07/08/2022  
To: Chowchilla Subbasin GSAs  
From: Davids Engineering, Inc.  
Topic: Chowchilla Subbasin Infrastructure Assessment

---

## 1 Introduction

This Infrastructure Assessment (Assessment) is intended to document insights about the characteristics of critical infrastructure in the Chowchilla Subbasin, including its proximity, orientation, and relative vulnerability to adverse effects of land subsidence (referred to herein as “subsidence”). This information has been used by the Chowchilla Subbasin Groundwater Sustainability Agencies (GSAs) to design Sustainable Management Criteria (SMC) in the Chowchilla Subbasin, with the goal of protecting this critical infrastructure from Undesirable Results (URs) of groundwater conditions during implementation of the Chowchilla Subbasin Groundwater Sustainability Plan (GSP).

This Assessment first identifies the location and characteristics of critical infrastructure that must be considered when developing SMC in the Chowchilla Subbasin, and then identifies recent subsidence conditions in areas of the Chowchilla Subbasin that may create risks of adverse impacts to the beneficial uses and users of those critical infrastructure.

Critical infrastructure in the Chowchilla Subbasin that were considered in this Assessment include:

- Roads and highway infrastructure
- Railroad infrastructure
- Waterways and water conveyance infrastructure
- Groundwater wells, including agricultural wells, domestic wells, and public supply wells
- Wastewater infrastructure

The Assessment considers how communities in and around the Chowchilla Subbasin access and use critical infrastructure, how subsidence has or could affect those uses and users, and identifies areas where subsidence has recently occurred and where critical infrastructure may be vulnerable to URs from subsidence in the future.



Water



Infrastructure



Technology

## 2 Overview of Critical Infrastructure in the Chowchilla Subbasin

This section provides a brief overview of critical infrastructure categories that were considered when establishing SMC in the Chowchilla Subbasin. The location of all critical infrastructure categories were considered with respect to the Chowchilla Subbasin boundaries, the GSAs' boundaries, and the City of Chowchilla (Figure 1). The City of Chowchilla is the only incorporated city in the Chowchilla Subbasin, and operates the primary municipal water and wastewater systems in the Chowchilla Subbasin. The orientation of all critical infrastructure categories were also considered with respect to the overall topography of the Chowchilla Subbasin (Figure 2), where the ground surface elevation slopes downward from northeast (highest elevation) to southwest (lowest elevation).

Each subsection generally summarizes what is encompassed in each critical infrastructure category, the general location and characteristics of that critical infrastructure (including its structure and orientation), and other core considerations for the beneficial uses and users of that infrastructure. Maps referenced in these subsections are provided at the end of the Assessment.

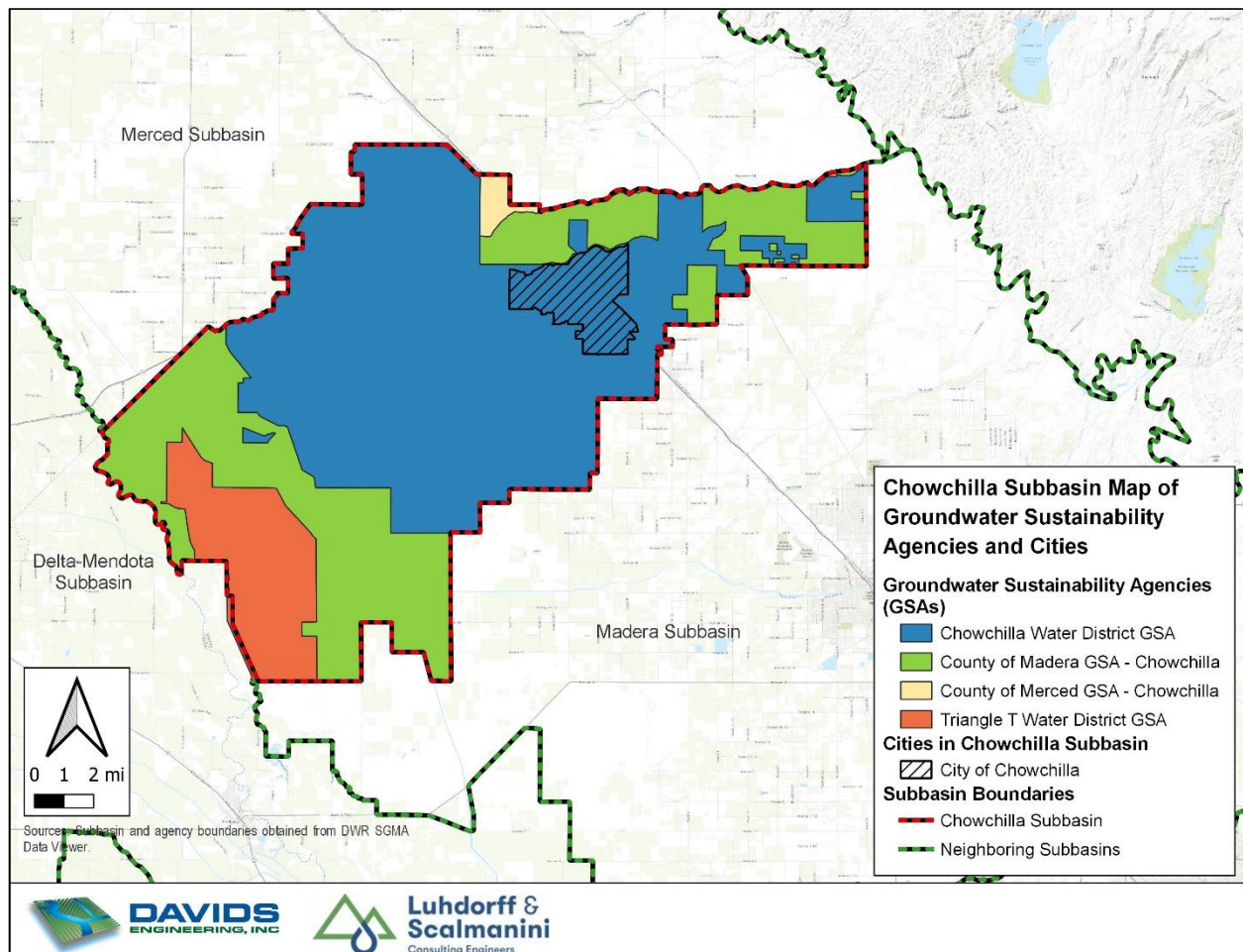
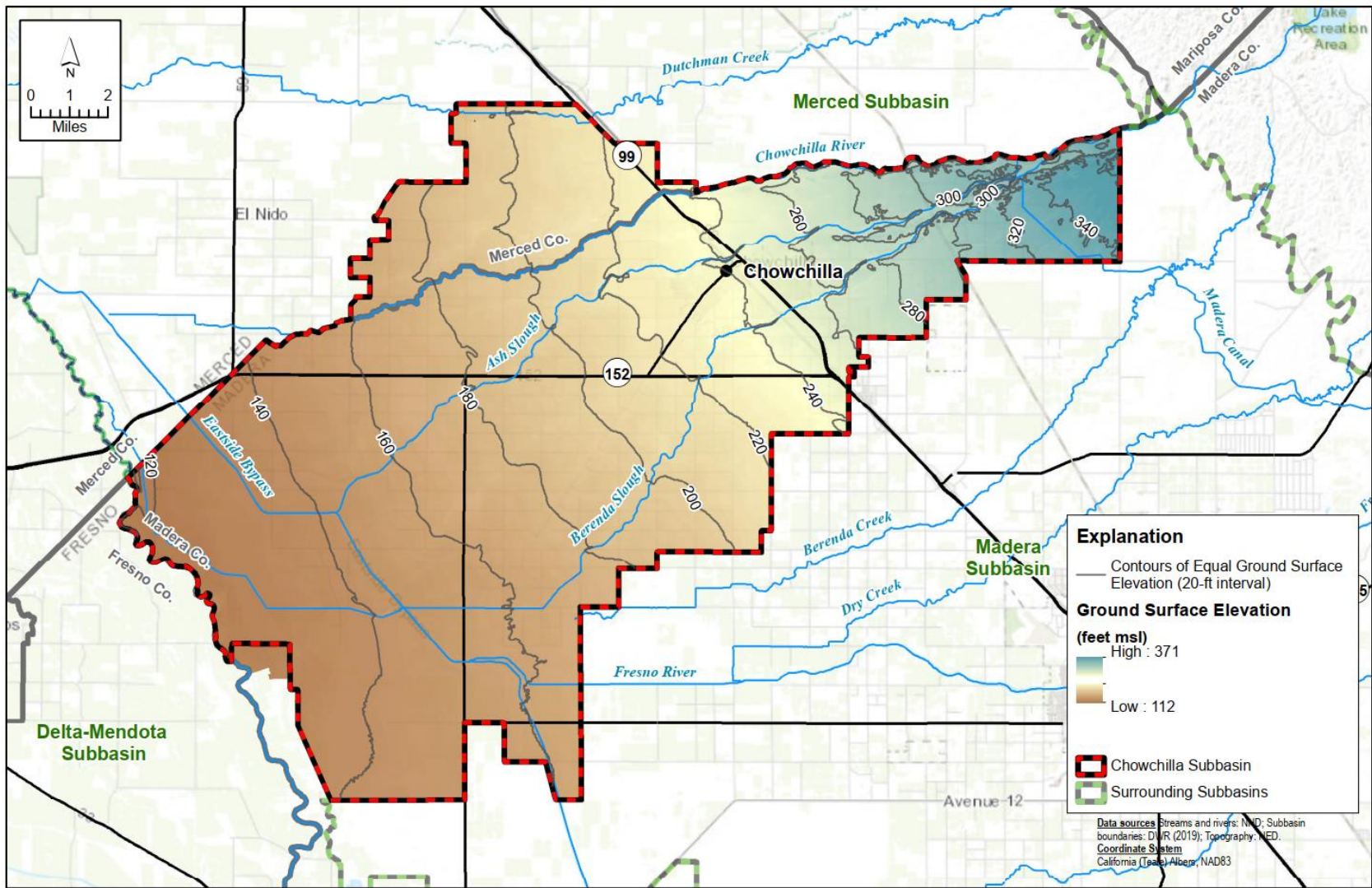


Figure 1. Map of Groundwater Sustainability Agencies and Cities in the Chowchilla Subbasin.



X:\2018\18-017 Chowchilla GSP Development\GIS\Map files\Report Figures\Figure 2-9 Chowchilla Subbasin Topographic Map.mxd



**Topographic Map**

Figure 2. Chowchilla Subbasin Topographic Map (Source: Chowchilla Subbasin Revised GSP, Figure 2-9).



## 2.1 Roads and Highway Infrastructure

Road and highway infrastructure considered when setting SMC in the Chowchilla Subbasin primarily includes roadways and bridges within the boundaries of the Chowchilla Subbasin. Maintaining the integrity of highway infrastructure is important for securing transportation and freight corridors within and through the Chowchilla Subbasin.

Figure 3 shows the locations of major highways and highway bridges in the Chowchilla Subbasin, and Figure 4 shows the annual average daily traffic volumes on those major highways. The largest highway corridors in the Chowchilla Subbasin include California State Routes (SR) 99, 233, and 152. SR 99 crosses the eastern portion of the Chowchilla Subbasin, passing through the City of Chowchilla following a northwest-southeast path. SR 152 spans the Chowchilla Subbasin from east-west. SR 233 connects SR 99 and SR 152 along a northeast-southwest path. Other smaller, local roadways are generally located in the City of Chowchilla or traverse rural areas of the Chowchilla Subbasin.

According to data available from the California Department of Transportation (Caltrans), SR 99 features the majority of highway bridges in the Chowchilla Subbasin (13 of 20), and also experiences the majority of traffic (typically serving 40,000-60,000 vehicles per day, on average). The remaining highway bridges in the Chowchilla Subbasin are located on SR 152. Off of SR 99, traffic on SR 233 and SR 152 ranges from approximately 3,000-16,000 vehicles per day, on average, with higher volumes nearer to SR 99 and the eastern portion of the Chowchilla Subbasin.

## 2.2 Railroad Infrastructure

Railroad infrastructure was also considered in setting SMC in the Chowchilla Subbasin. Like highway infrastructure, maintaining the integrity of railroad infrastructure is important for securing transportation and freight corridors through the Chowchilla Subbasin. Figure 5 shows the location of railroad infrastructure in the Chowchilla Subbasin summarized from available Caltrans data. The Chowchilla Subbasin contains two railways: one through the City of Chowchilla, and one nearer to the eastern edge of the Chowchilla Subbasin. Both railways cross the eastern portion of the Chowchilla Subbasin following a northwest-southeast path.

## 2.3 Waterways and Water Conveyance Infrastructure

Waterways and water conveyance infrastructure considered when setting SMC in the Chowchilla Subbasin are shown in Figure 6. Maintaining the integrity of waterways and water conveyance infrastructure is important for flood protection, irrigation, recharge, and other beneficial uses and users of surface water in and around the Chowchilla Subbasin. More specific considerations for waterways and water conveyance infrastructure are described below.

### 2.3.1 General Flow Characteristics

Most waterways that flow into and through the Chowchilla Subbasin begin in upslope lands east and northeast of the Chowchilla Subbasin and flow downslope in a westerly or

northwesterly direction. Besides the San Joaquin River, which flows along the western edge of the Subbasin, waterways in the Chowchilla Subbasin are considered intermittent or ephemeral streams, and have historically remained dry for at least several months each year.

Reaches of the Chowchilla River, Ash Slough, and Berenda Slough within the Chowchilla Subbasin are used primarily for conveyance of surface water (generally March-October when surface water supplies are available). Virtually all surface water flows on these three waterways originate from either Eastman Reservoir releases at Buchanan Dam or from Millerton Reservoir releases at Friant Dam that are delivered to Chowchilla Water District via the Madera Canal. These waterways are typically dry during the non-irrigation season except during storm runoff events and during periods when flood releases occur from the upstream reservoirs.

Inflows to the Chowchilla Subbasin on the Fresno River generally originate from Hensley Lake releases at Hidden Dam and Madera Canal deliveries to Madera Irrigation District, much of which first passes through the Madera Irrigation District conveyance system before reentering the Fresno River upstream of the Chowchilla Subbasin. The Fresno River is also typically dry during the non-irrigation season except during storm runoff events and during periods when flood releases occur from the upstream reservoirs.

Inflows to the Chowchilla Subbasin on the Chowchilla/Eastside Bypass<sup>1</sup> mainly originate from the San Joaquin River at the Chowchilla Bypass Bifurcation Structure (bifurcation structure). The majority of flows on the Chowchilla/Eastside Bypass have historically occurred during wet water years, approximately one in three years during the 1989-2014 historical water budget period (see the Chowchilla Subbasin Revised GSP Section 2.2.3, “Surface Water Available for Groundwater Recharge”). The Chowchilla/Eastside Bypass is mainly operated as a flood bypass channel for the San Joaquin River.

Flows on the San Joaquin River along the boundary of the Chowchilla Subbasin originate from various upstream sources, including Millerton Reservoir releases at Friant Dam. Streamgage data from the United States Geological Survey (USGS)<sup>2</sup> shows flows along the San Joaquin River during most times of year, with greater flows typically occurring during spring months of wet water years.

### 2.3.2 Waterways within the Purview of the Central Valley Flood Protection Board

Core considerations for waterways within the purview of the Central Valley Flood Protection Board (CVFPB) are the freeboard and design profile, as defined in the corresponding Federal and State Operation and Maintenance Manuals (O&M Manuals).

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<sup>1</sup> The bypass channel is generally referred to as the Chowchilla Bypass downstream of the San Joaquin River until either the Fresno River or Ash Slough. Further downstream in the Chowchilla Subbasin, the bypass channel is referred to as the Eastside Bypass.

<sup>2</sup> USGS 11251000 SAN JOAQUIN R BL FRIANT CA. [https://waterdata.usgs.gov/nwis/uv?site\\_no=11251000](https://waterdata.usgs.gov/nwis/uv?site_no=11251000).

In their comments to the Chowchilla Subbasin GSAs, the CVFPB noted that any reduction in the freeboard or change to design profile, beyond the design criteria given in the O&M Manuals, may lead to increased flood risk and damage to Federal-State flood control facilities, and is considered unlawful for waterways in their purview.

The GSAs have recognized and considered the following design criteria of waterway reaches in the Chowchilla Subbasin when establishing the SMC for the Chowchilla Subbasin:

- Ash Slough, Berenda Slough, and Fresno River:
  - Bank levees freeboard of 3 feet
  - Design flows of 5,000 cfs, 2,000 cfs, and 5,000 cfs, respectively
- Chowchilla Bypass:
  - Bank levees freeboard of 4 feet
  - Design flows of 12,000 cfs from Ash Slough to Berenda Slough, and 10,000 cfs from Berenda Slough to Fresno River
- Eastside Bypass:
  - Bank levees freeboard of 4 feet
  - Design flow of 17,500 cfs

## 2.4 Groundwater Wells

Groundwater well infrastructure in the Chowchilla Subbasin encompasses the infrastructure of multiple types of wells, including agricultural wells, domestic wells, and public supply wells. Sustaining access to groundwater is crucial to upholding the Human Right to Water (as set forth in California Water Code § 106.3) and is also important to maintaining the economic vitality of the Chowchilla Subbasin.

Figure 7 through Figure 9 show the general locations of groundwater wells of each type (agricultural, domestic, and public supply), aggregated by section from Well Completion Report (WCR) data available from the California Department of Water Resources (DWR). WCR data includes only wells with well completion reports that have been submitted to DWR since 1970, and thus typically underestimates the total number of wells in each section. However, the data is expected to provide a reasonably accurate understanding of the relative location and distribution of wells in the Chowchilla Subbasin. Agricultural wells are the most uniformly distributed across the entire Chowchilla Subbasin, while domestic wells and public supply wells are distributed most densely in the eastern portion of the Subbasin, especially in sections surrounding the City of Chowchilla. Agricultural wells in the Chowchilla Subbasin are typically deeper than domestic and public supply wells (see the Chowchilla Subbasin Revised GSP Figures 2-43 through 2-45).

## 2.5 Wastewater Infrastructure

Wastewater infrastructure in the Chowchilla Subbasin primarily includes the gravity flow wastewater system operated within the City of Chowchilla. The City of Chowchilla service area is indicated in Figure 1. Like other municipal infrastructure, maintaining the integrity of

wastewater infrastructure is important to maintaining sanitary conditions in urban communities. The importance of functional wastewater infrastructure is closely tied to the Human Right to Water.

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### 3 Relationship between Subsidence Conditions and Infrastructure Concerns

This section summarizes the potential URs to critical infrastructure that may result from subsidence, and then evaluates the relationship between recent historical subsidence that has occurred in the Chowchilla Subbasin and the potential vulnerability of critical infrastructure in the Chowchilla Subbasin. Maps referenced in these subsections are provided at the end of the Assessment.

Figure 3 through Figure 9 show the location of critical infrastructure and the historical cumulative subsidence between 2015-2020 in the Chowchilla Subbasin. These figures show cumulative subsidence conditions (reported as total vertical displacement from InSAR<sup>3</sup> data) starting with the first available InSAR data (June 2015) and extending through the beginning of GSP implementation in the Chowchilla Subbasin in January 2020. Figure 10 through Figure 16 similarly show the location of critical infrastructure and the historical cumulative subsidence between 2015-2022 in the Chowchilla Subbasin, extending the summary of subsidence conditions through the most recently available InSAR data available at the time of this analysis (through January 2022). The subsections below summarize relevant findings of each figure, in addition to other pertinent findings from other studies and surveys of subsidence impacts in the Chowchilla Subbasin.

#### 3.1 Roads and Highway Infrastructure

In general, subsidence has the potential to cause URs to users of road and highway infrastructure by causing deterioration or loss of access and use of that infrastructure through fractures, unevenness, or other issues with structural integrity.

There is currently no known subsidence-related issue that has resulted in loss of access and use of road and highway infrastructure in the Chowchilla Subbasin. As shown in Figure 3, Figure 4, Figure 10, and Figure 11, SR 99 – the roadway with the greatest number of bridges and the highest volume of traffic in the Chowchilla Subbasin – is located in the eastern portion of the Chowchilla Subbasin where subsidence rates have generally been lowest, with less than 1.5 feet of total cumulative subsidence from 2015-2020 (less than approximately 0.3 feet per year over approximately five years). Along SR 152 and SR 233, the total cumulative subsidence from 2015-2020 was less than approximately 2.0 feet (approximately 0.4 feet per year over approximately five years) in most areas. As described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP,

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<sup>3</sup> Interferometric Synthetic Aperture Radar (InSAR) data provides measurements of vertical ground surface displacement, and is available from the California Department of Water Resources (DWR) beginning in June 2015. <https://data.cnra.ca.gov/dataset/tre-altamira-insar-subsidence>.

the GSAs are working to mitigate subsidence in the Chowchilla Subbasin and do not expect residual subsidence conditions to cause URs to beneficial uses and users of roads and highway infrastructure. However, the GSAs will continue to monitor conditions and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.

### 3.2 Railroad Infrastructure

Similar to roads and highways, subsidence has the potential to cause URs to users of railroads by causing deterioration or loss of access and use of railways and related infrastructure through fractures, unevenness, or other issues with structural integrity.

There is currently no known subsidence-related issue that has resulted in loss of access and use of railroad infrastructure in the Chowchilla Subbasin. As shown in Figure 5 and Figure 12, railroads in the Chowchilla Subbasin are located in the eastern portion of the Chowchilla Subbasin where the cumulative subsidence from 2015-2020 was between 0.0 to 1.5 feet (approximately 0.0 to 0.3 feet per year over approximately five years). As described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP, the GSAs are working to mitigate subsidence in the Chowchilla Subbasin and do not expect residual subsidence conditions to cause URs to beneficial uses and users of railroad infrastructure. However, the GSAs will continue to monitor conditions and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.

### 3.3 Waterways and Conveyance Infrastructure

Subsidence in the Chowchilla Subbasin has the potential to cause URs to users of waterways and conveyance infrastructure by potentially causing changes in the design profile and slope of gravity flow channels, affecting freeboard and channel capacity. Changes that reduce capacity can impact the ability of surface water suppliers to use those conveyance channels to meet demands. Changes that reduce capacity and diminish freeboard can also cause flooding along waterways during times of peak flow. The GSAs considered potential impacts to waterways in the Chowchilla Subbasin resulting from subsidence in relation to the channel design criteria described in the respective O&M Manuals, including the channel freeboard and design profile.

#### 3.3.1 East-West Oriented Waterways

As shown in Figure 6 and Figure 13, the majority of waterways in the Chowchilla Subbasin flow from east to west, in the same general direction as the cumulative “subsidence gradient” that has historically occurred in the Chowchilla Subbasin. Along these “east-west” oriented waterways – including the Chowchilla River, Ash Slough, Berenda Slough, and the Fresno River – higher subsidence rates in the western portion of the Chowchilla Subbasin have increased the existing slope of the ground surface (Figure 2), functionally increasing the capacity of those channels. Thus, despite there being significant rates of subsidence in the western portion of the Chowchilla Subbasin where these waterways flow – as much as 3.0 feet in some areas between 2015-2020 and as much as 4.0 feet in some areas between 2015-2022 (approximately 0.6 feet per year) – the GSAs do not anticipate that subsidence conditions will cause URs to beneficial



uses and users of these east-west oriented waterways in the Chowchilla Subbasin in the near future.

For subsidence to substantially impact the freeboard and design profile of those east-west oriented waterways in opposition to the O&M Manuals, subsidence rates in the eastern portion of the Chowchilla Subbasin would need to significantly increase relative to the western portion of the Chowchilla Subbasin and reduce the existing ground surface slope. Considering historical subsidence conditions and differences in the underlying geologic structure of the Chowchilla Subbasin from east-to-west, the GSAs consider URs to beneficial uses and users of the east-west oriented waterways to be highly unlikely. Nevertheless, as described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP, the GSAs are working to mitigate subsidence in the Chowchilla Subbasin, particularly the Western Management Area. The GSAs have also established SMC for subsidence in the Eastern Management Area (also described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP), which are expected to preclude significant future subsidence in the eastern portion of the Chowchilla Subbasin that would substantially impact the freeboard and design profile of those east-west oriented waterways. The GSAs will continue to monitor conditions and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.

### 3.3.2 Other Conveyance Infrastructure

Besides those east-west oriented waterways that are used primarily for conveyance (Chowchilla River, Ash Slough, Berenda Slough), other conveyance infrastructure in the Chowchilla Subbasin that was evaluated includes the Madera Canal and canals operated within the Chowchilla Water District.

The Madera Canal flows along the far eastern portion of the Chowchilla Subbasin where the cumulative subsidence from 2015-2022 remained less than 0.5 feet in total (less than 0.1 feet per year). There is currently no known subsidence-related issue with capacity or flows along Madera Canal in the Chowchilla Subbasin, and the GSAs consider any future URs to the Madera Canal to be highly unlikely in light of recent historical subsidence rates.

Canals operated within the Chowchilla Water District have experienced varying levels of subsidence, although – like the Chowchilla River, Ash Slough, and Berenda Slough, where the canal inflows originate – the canals generally flow by gravity from east-to-west. There is currently no known subsidence-related issue with capacity or flows along those canals, and the GSAs consider any future URs to the canals to be highly unlikely for the same reasons given in Section 3.3.1, above. Nevertheless, as described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP, the GSAs are working to mitigate subsidence in the Chowchilla Subbasin, particularly the Western Management Area. The GSAs will continue to monitor conditions and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.

### 3.3.3 Chowchilla/Eastside Bypass and San Joaquin River

During development of the Chowchilla Subbasin GSP and during preparation of the Revised GSP, the GSAs reviewed past analyses of subsidence-related capacity concerns conducted by DWR in May 2018 for the San Joaquin River Restoration Program (SJRRP). These analyses are documented in a report titled “Evaluation of the Effect of Subsidence on Flow Capacity in the Chowchilla and Eastside Bypasses, and Reach 4A of the San Joaquin River” (DWR, 2018). The analyses were conducted to evaluate the subsidence-related impacts to the flow capacity of the Chowchilla/Eastside Bypass and the San Joaquin River under recent historical subsidence conditions (as of 2016) and projected future subsidence conditions through 2026. Flows under the different subsidence-related topography changes were simulated using HEC-RAS with consideration for the channel design criteria in the O&M Manuals (Section 2.3.2, above).

Table 3 of the analysis (shown in Table 1, below) summarizes the estimated flow capacity in the San Joaquin River Reach 4A (which flows along the boundaries of the Chowchilla Subbasin) and in the Chowchilla/Eastside Bypass, assuming a fixed freeboard set according to the design criteria in the O&M Manuals. The extent of each reach considered in the analysis is shown in Figure 17, below. These analyses found that:

- Flow capacity in all reaches of the Chowchilla/Eastside Bypass from the bifurcation structure to Ash Slough were within design flows in all historical and projected scenarios considered.
- Flow capacity in the San Joaquin River Reach 4A and in the Eastside Bypass from Ash Slough to Sand Slough were already considered to be below the design capacity beginning in the scenario considering historical subsidence conditions as of 2016.

These findings suggest that:

- The design profile and freeboard of the Chowchilla/Eastside Bypass in reaches upstream of Ash Slough (the southwestern portion of Chowchilla Subbasin) were not adversely impacted by subsidence conditions as of 2016, and were not anticipated to be impacted by future subsidence through 2026 (under the assumptions given below).
- The design profile and freeboard of the San Joaquin River Reach 4A and the Eastside Bypass from Ash Slough to Sand Slough were already impaired relative to the design criteria given in the O&M Manuals as of 2016. These impairments precede the formation of the GSAs, the GSP implementation period, and the GSAs’ efforts to achieve sustainable management of the Chowchilla Subbasin.

The GSAs do recognize certain assumptions and limitations given for these analyses (DWR, 2018), mainly:

- Flows were modeled using HEC-RAS, and were validated by flows in 2017 (assuming that those flows were close to design flows). Flow capacities were evaluated for two conditions: a run-of-the-river condition in which there were no concurrent tributary flows, and a backwater condition in which there were concurrent flows in tributary channels that added to downstream flows. Tributary flows to the Chowchilla/Eastside Bypass from Ash Slough, Berenda Slough, and other waterways were assumed to

- concurrently reach their design flows (per the O&M Manuals) in backwater model scenarios. The GSAs cannot be sure of the validity of the model or these assumptions.
- Projected future subsidence rates through 2026 were estimated using the average annual subsidence rates reported by the United States Bureau of Reclamation from 2011 to 2017. Subsidence rates, especially those during the 2012-2016 drought, are now understood to overestimate the actual rates observed from InSAR data in 2017-2020 in the Western Management Area of the Chowchilla Subbasin. As described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP, certain landowners in the Western Management Area entered into a Subsidence Measures Control Agreement in 2017 and have since made significant progress to reduce subsidence rates by reducing pumping from the Lower Aquifer. Those efforts have resulted in significantly reduced subsidence rates in the vicinity of the Chowchilla/Eastside Bypass and the San Joaquin River, as compared to rates prior to 2017.
  - The conclusions of DWR's study are planning-level modeled estimates that do not consider factors besides subsidence (e.g., sediment transport). Sediment deposition is another factor that affects capacity, although sediment management and maintenance of the Chowchilla/Eastside Bypass and the San Joaquin River is not the responsibility of the GSAs.

Considering these findings, the GSAs in the Chowchilla Subbasin do not expect that subsidence conditions during the early GSP implementation period will impair the design profile or freeboard of the Chowchilla/Eastside Bypass or San Joaquin River in the Chowchilla Subbasin beyond what conditions were already present prior to 2016. As described in Section 3.3.3 and Chapter 4 of the Chowchilla Subbasin Revised GSP, the GSAs are diligently working to mitigate subsidence in the Chowchilla Subbasin, particularly the Western Management Area, and have planned to implement several recharge projects in the near future (prior to 2030) that will help to mitigate subsidence to prevent any future URs from occurring. The GSAs will continue to monitor conditions and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.

### 3.4 Groundwater Wells

In general, subsidence has the potential to cause URs to users of groundwater well infrastructure by causing deterioration or loss of access and use of that infrastructure through casing damage, collapse, or other issues with structural integrity. These potential issues are also affected or exacerbated by other factors besides subsidence, such as well age, construction, and materials.

As shown in Figure 7 and Figure 14, agricultural wells are generally distributed evenly throughout the Chowchilla Subbasin, in areas where both higher and lower rates of subsidence have occurred. A survey of agricultural well owners in the Chowchilla Water District found that wells in the western portion of the Chowchilla Subbasin were beginning to collapse, particularly in areas that have experienced approximately 3 feet of subsidence or more. However,

agricultural well owners also indicated that these effects and the costs of well deepening and replacement were considered a necessary side effect of maintaining the economic viability of their businesses during the current drought and early GSP implementation efforts, while projects and management actions – including demand management – ramp up. Those agricultural well owners surveyed did not consider these effects to be “undesirable results.” Nevertheless, as described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP, the GSAs are working to mitigate subsidence in the Chowchilla Subbasin. The GSAs will continue to monitor conditions and engage with stakeholders, and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.

As shown in Figure 8, Figure 9, Figure 15, and Figure 16, domestic wells and public supply wells in the Chowchilla Subbasin are distributed most densely in the eastern portion of the Chowchilla Subbasin, especially in sections surrounding the City of Chowchilla. While these areas of the Chowchilla Subbasin have historically experienced lower rates of subsidence, domestic wells in various parts of the Chowchilla Subbasin have already experienced URs from loss of access to groundwater. SMC and GSP implementation efforts were designed to address these issues, preserve the Human Right to Water, and balance the conflicting desires of stakeholders in the Chowchilla Subbasin, as described in Section 3.3.1 of the Chowchilla Subbasin Revised GSP.

Discussions and stakeholder input during public GSP development meetings indicated a clear desire to balance the water supply needs of all beneficial uses and users of groundwater to the greatest extent practicable. Stakeholders expressed clear intent to protect domestic well users that rely on groundwater, but also expressed a desire to protect the local agricultural economy – the economic lifeblood of the region – while GSP implementation ramps up. The GSAs considered many groundwater management approaches to achieve these goals of balancing diverse beneficial user interests. The minimum thresholds (MTs) established for groundwater levels in the Subbasin reflect the outcome of this balanced approach, allowing groundwater use for agricultural production to continue, albeit at a gradually reducing rate, while GSP implementation ramps up, and recognizing that this would likely result in lowered groundwater levels impacting some domestic, agricultural, and public water supply well users in the Chowchilla Subbasin. This approach was considered preferable to alternatives that would require immediate and substantial cutbacks in agricultural groundwater pumping in order to avoid significant and unreasonable adverse impacts on well users, especially domestic wells. Such an alternative would result in major economic impacts to the local communities and all stakeholders in the Subbasin, including domestic well users and disadvantaged communities. The GSAs evaluated the economic tradeoffs of these alternatives (Appendix 3.C of the Chowchilla Subbasin Revised GSP), and determined that the avoided costs (fewer domestic wells requiring replacement) resulting from immediate demand reduction would be comparatively small (\$4.6 million) relative to the additional lost agricultural net return (\$122.9 million) in the Chowchilla Subbasin, even after accounting for pumping cost savings (\$82.5 million). These analyses considered the impacts of immediate demand reduction only on

agricultural net return, but in reality the economic impacts would spread to other county businesses and industries, significantly increasing the net effect on all beneficial uses and users of groundwater in the Chowchilla Subbasin, including domestic well owners.

With these findings, the GSAs determined that implementing a Domestic Well Mitigation Program would provide the best and most economically reasonable outcome for beneficial uses and users of groundwater in the Subbasin by preserving the local economy and protecting domestic well users' access to groundwater. For this reason, the GSAs have elected to mitigate for potential impacts to domestic well users during the implementation period or until groundwater sustainability is achieved. Implementation of the Domestic Well Mitigation Program will allow the GSAs to establish lower MTs that avoid URs to other groundwater users, while still preserving access to critical water supplies for domestic well users.

The GSAs have expressed and formalized their clear commitment to fund and implement the Program beginning no later than January 1, 2023. GSA staff and representatives have already made substantial and material progress toward Program development and implementation by creating and executing a Domestic Well Mitigation Program Memorandum of Understanding (MOU).

### 3.5 Wastewater Infrastructure

Subsidence has the potential to cause URs to users of wastewater infrastructure by causing deterioration or loss of functionality of the gravity flow characteristics of those systems and by causing other issues with structural integrity.

There is currently no known subsidence-related issue that has resulted in loss of functionality of wastewater infrastructure in the Chowchilla Subbasin. The cumulative subsidence in the City of Chowchilla service area (Figure 1) was approximately 3.0 feet or less between 2015-2022 (approximately 0.4 feet per year or less over approximately seven years). As described in Section 3.3.3 of the Chowchilla Subbasin Revised GSP, the GSAs are working to mitigate subsidence in the Chowchilla Subbasin and do not expect residual subsidence conditions to cause URs to beneficial uses and users of wastewater infrastructure. However, the GSAs will continue to monitor conditions and will adapt GSP implementation if URs are found to occur. Future findings and adaptations to GSP implementation will be described in Annual Reports, as applicable.



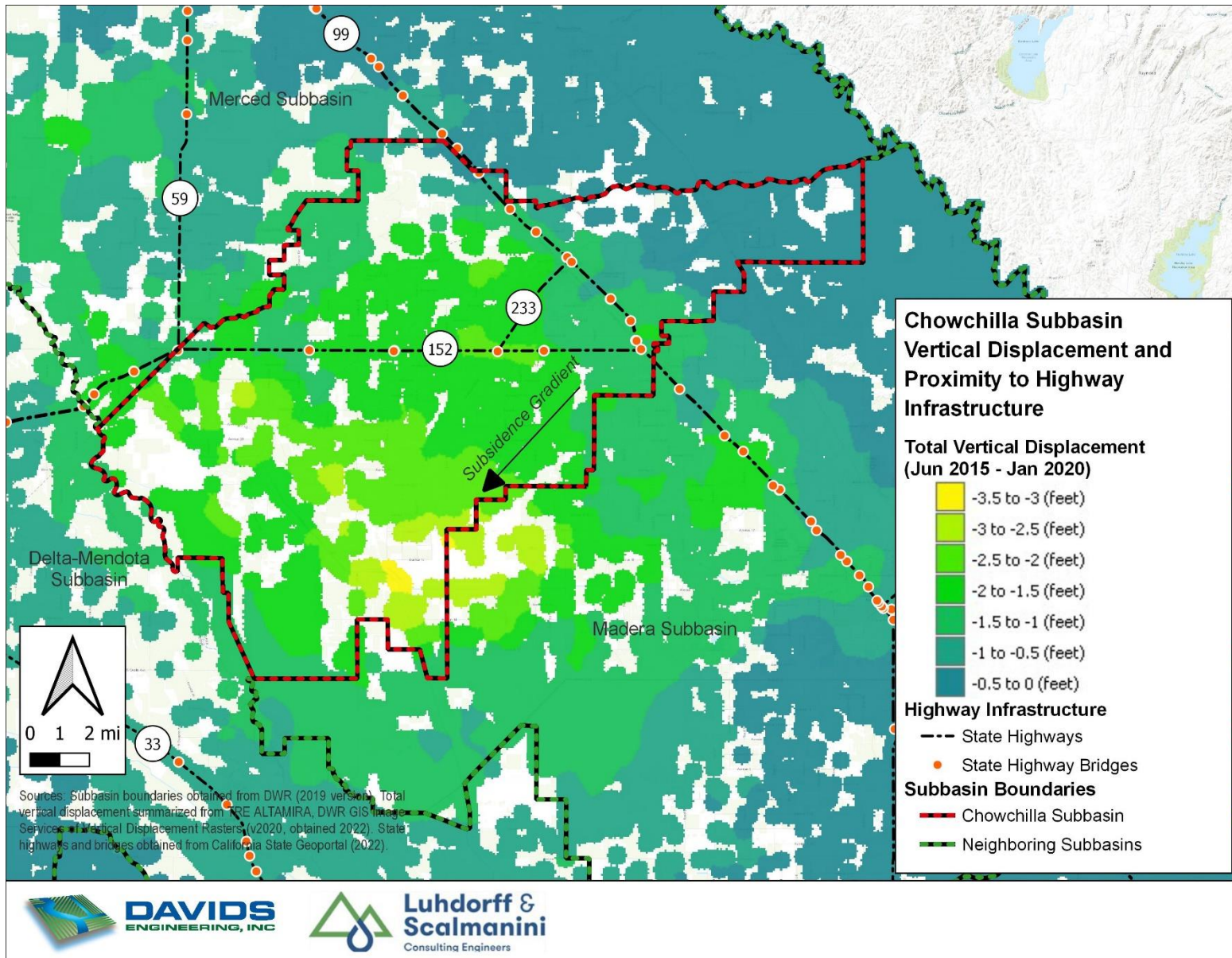


Figure 3. Vertical Displacement (June 2015 - January 2020) and Proximity to Highway Infrastructure.



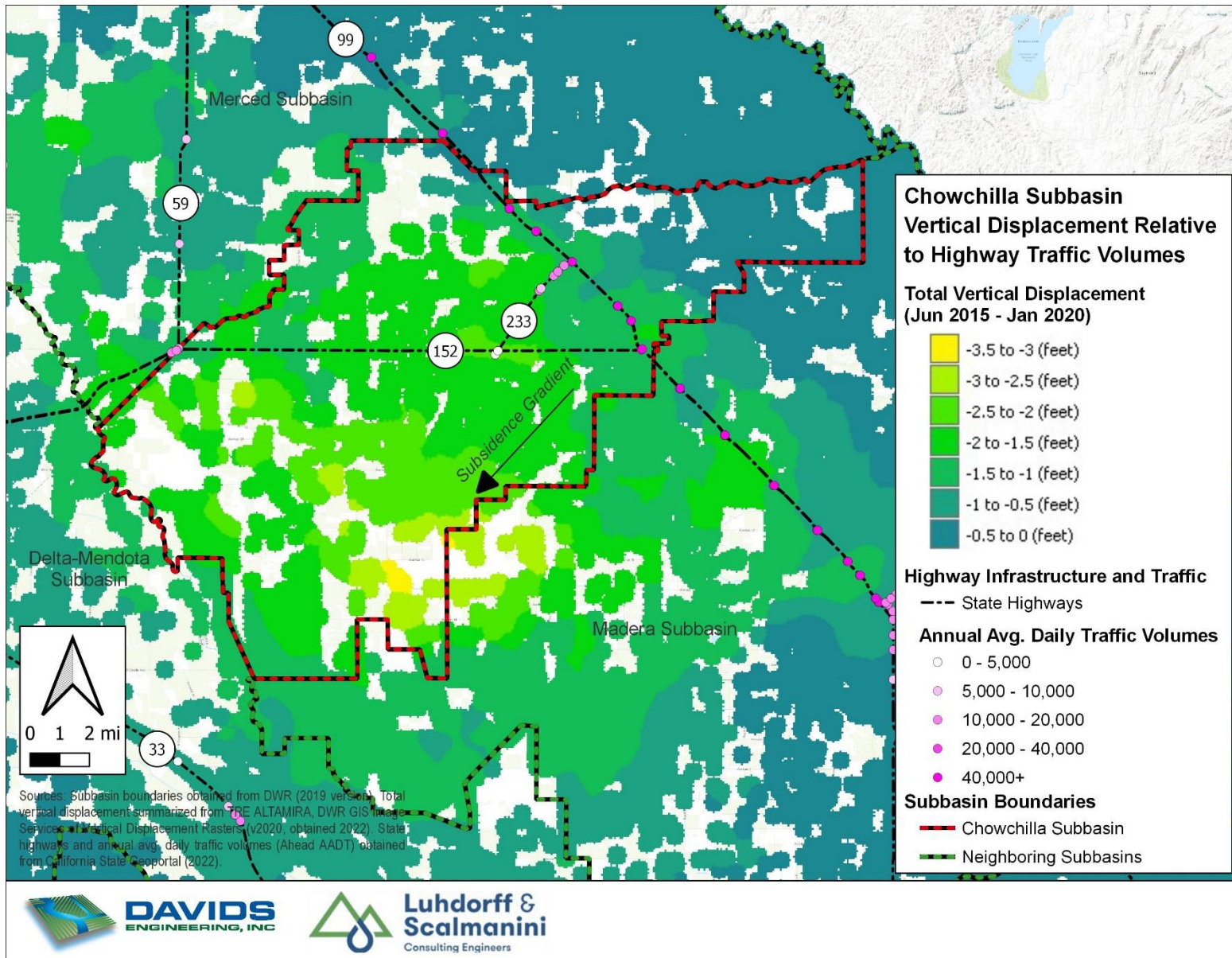


Figure 4. Vertical Displacement (June 2015 - January 2020) Relative to Highway Traffic Volumes.

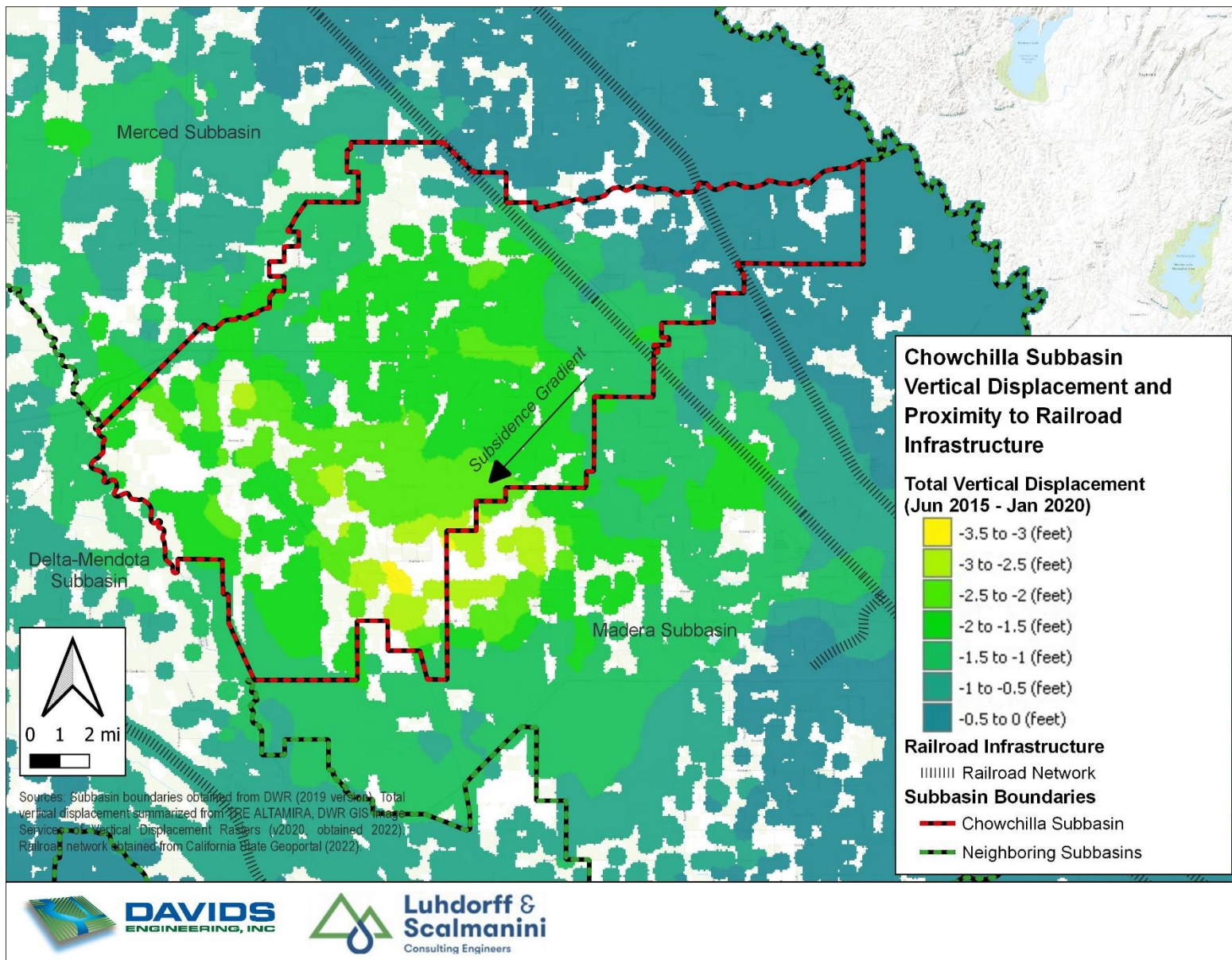


Figure 5. Vertical Displacement (June 2015 - January 2020) and Proximity to Railroad Infrastructure.



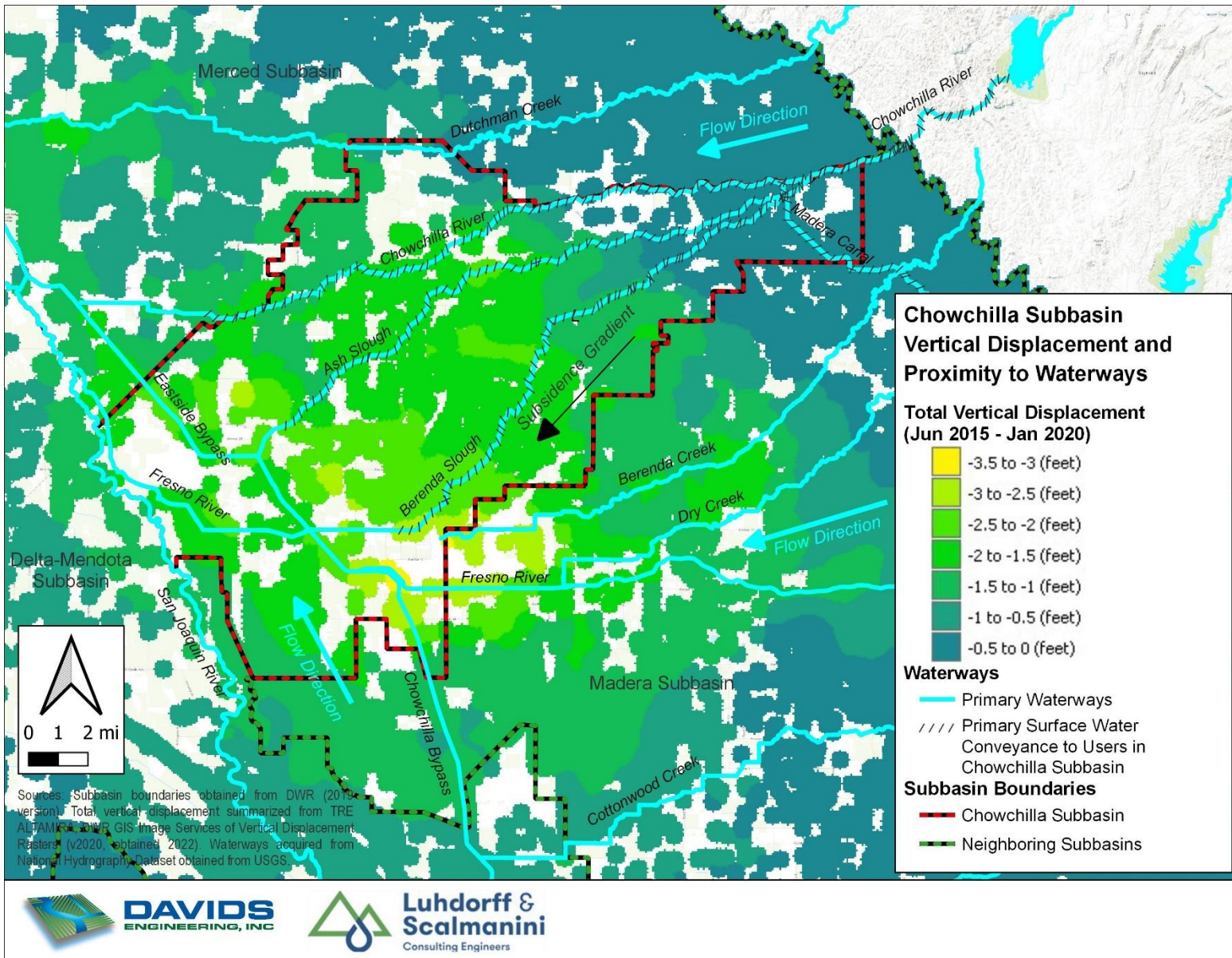


Figure 6. Vertical Displacement (June 2015 - January 2020) and Proximity to Waterways and Water Conveyance Infrastructure.



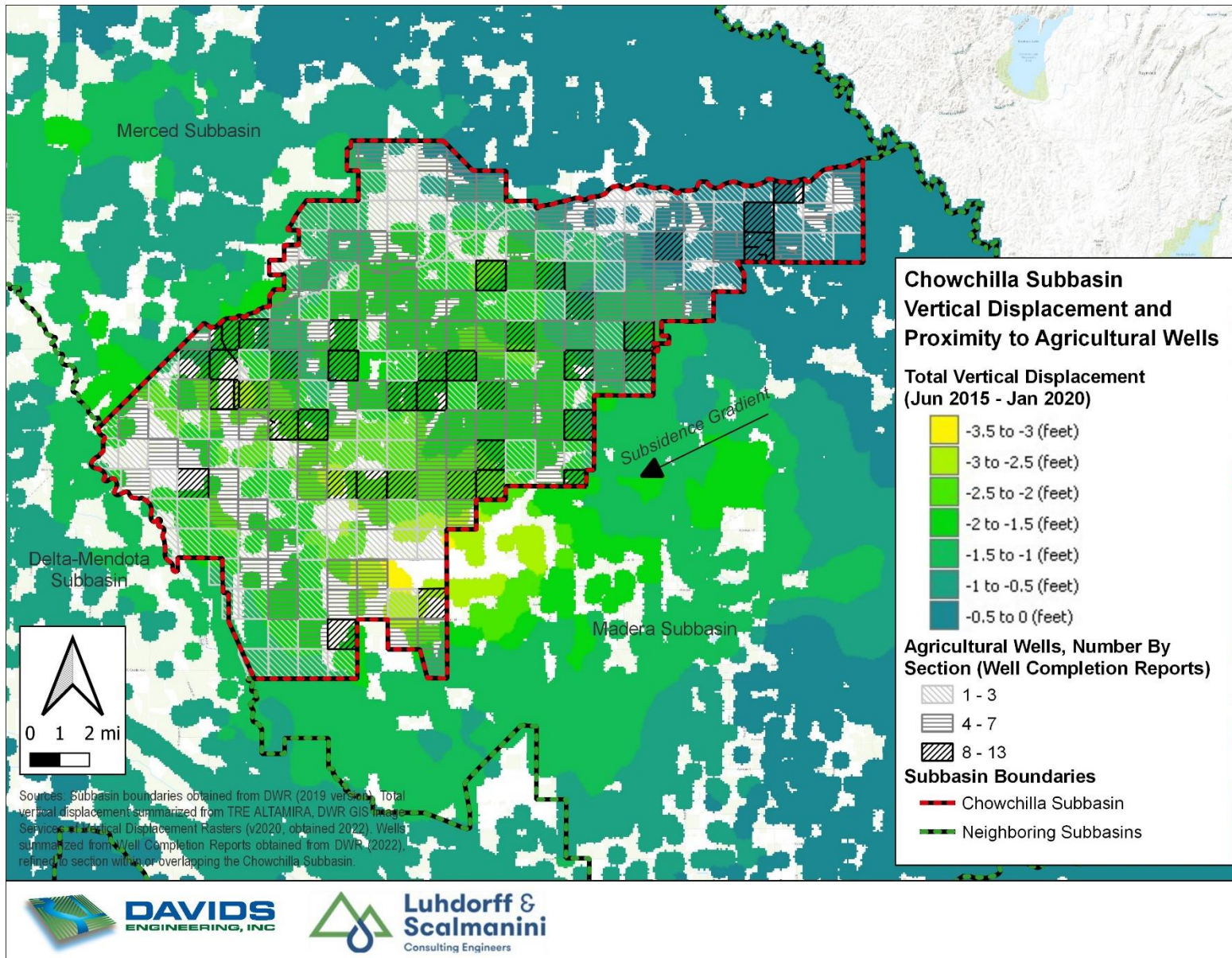


Figure 7. Vertical Displacement (June 2015 - January 2020) and Proximity to Agricultural Wells.



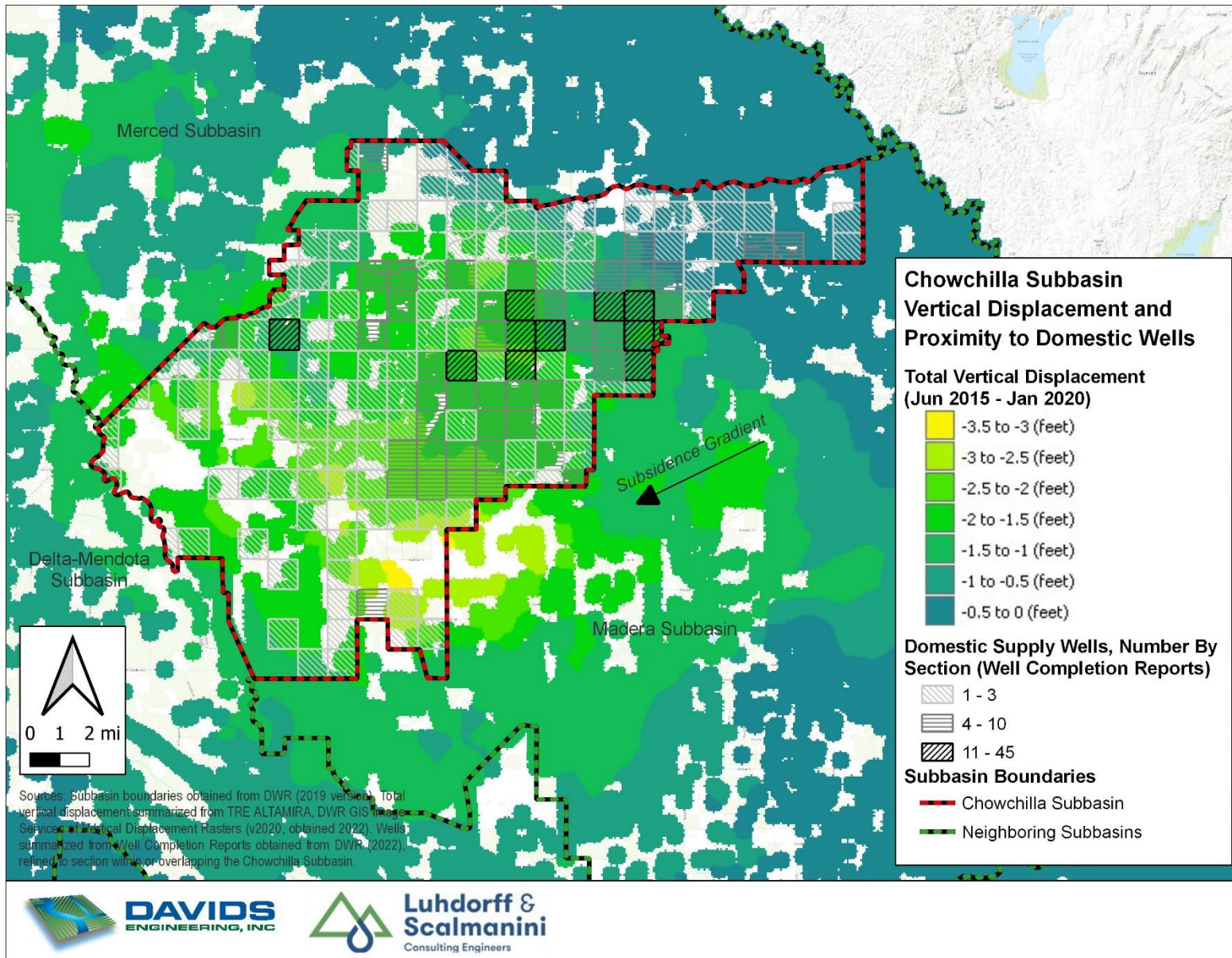


Figure 8. Vertical Displacement (June 2015 - January 2020) and Proximity to Domestic Wells.



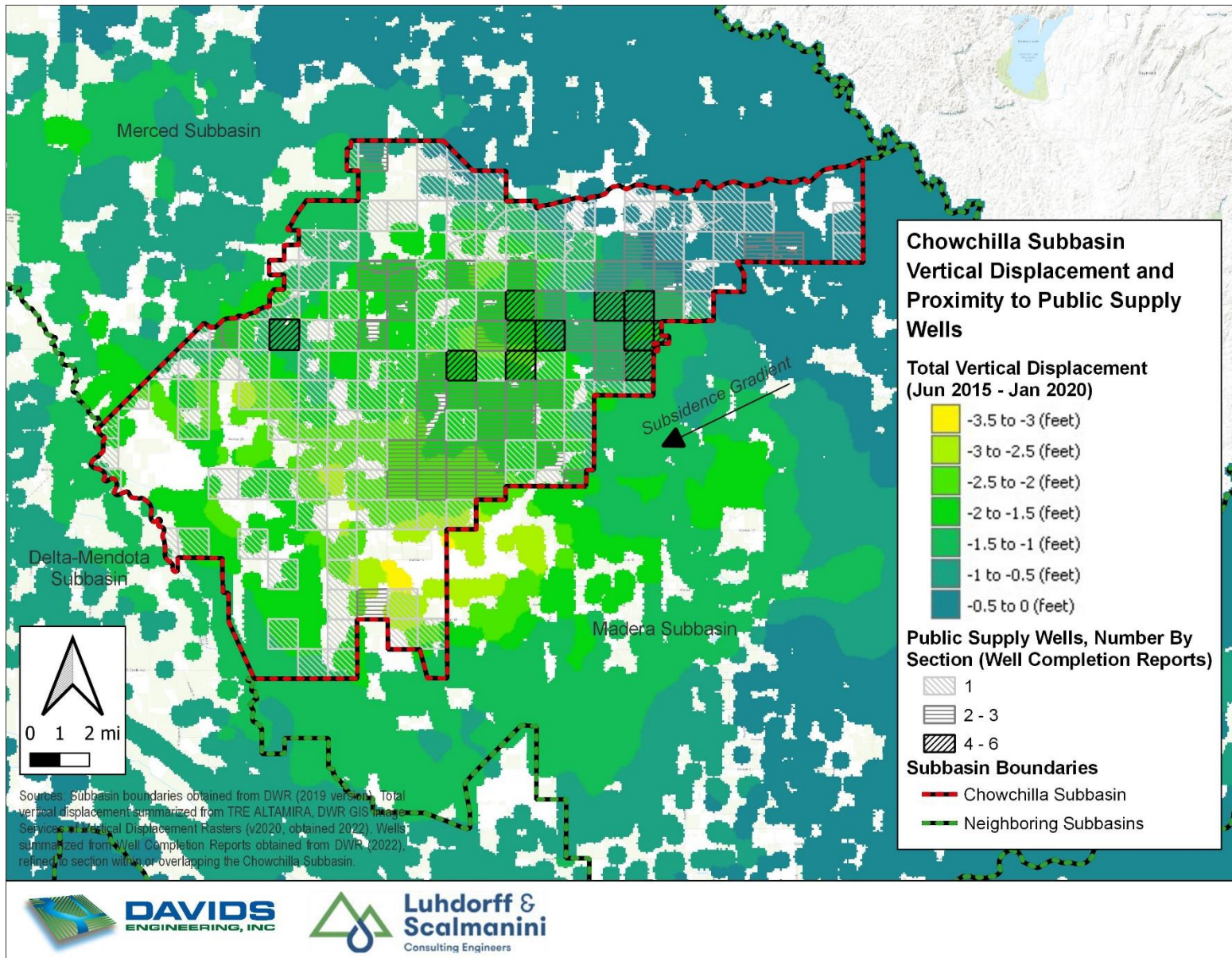


Figure 9. Vertical Displacement (June 2015 - January 2020) and Proximity to Public Supply Wells.



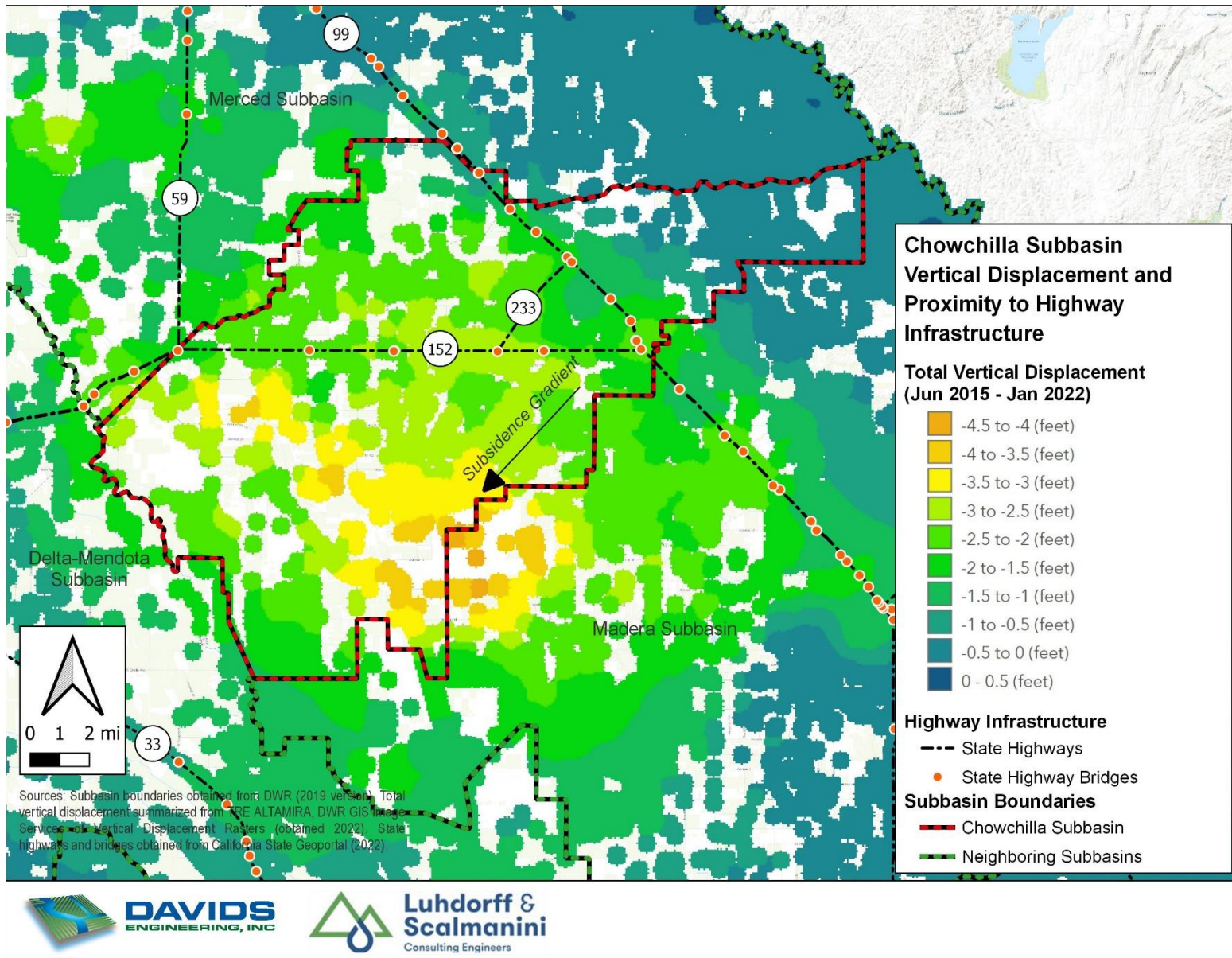


Figure 10. Vertical Displacement (June 2015 - January 2022) and Proximity to Highway Infrastructure.

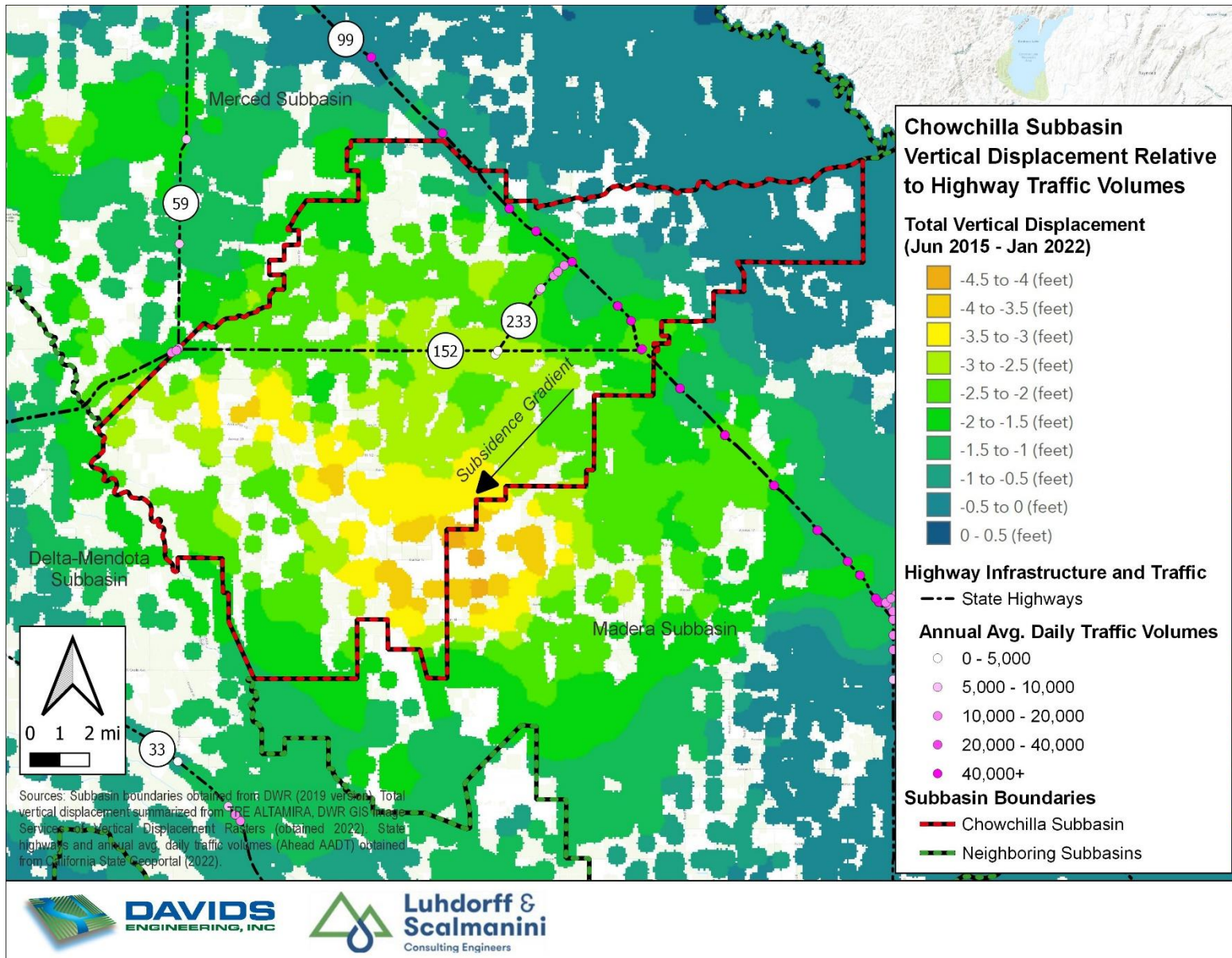


Figure 11. Vertical Displacement (June 2015 - January 2022) Relative to Highway Traffic Volumes.



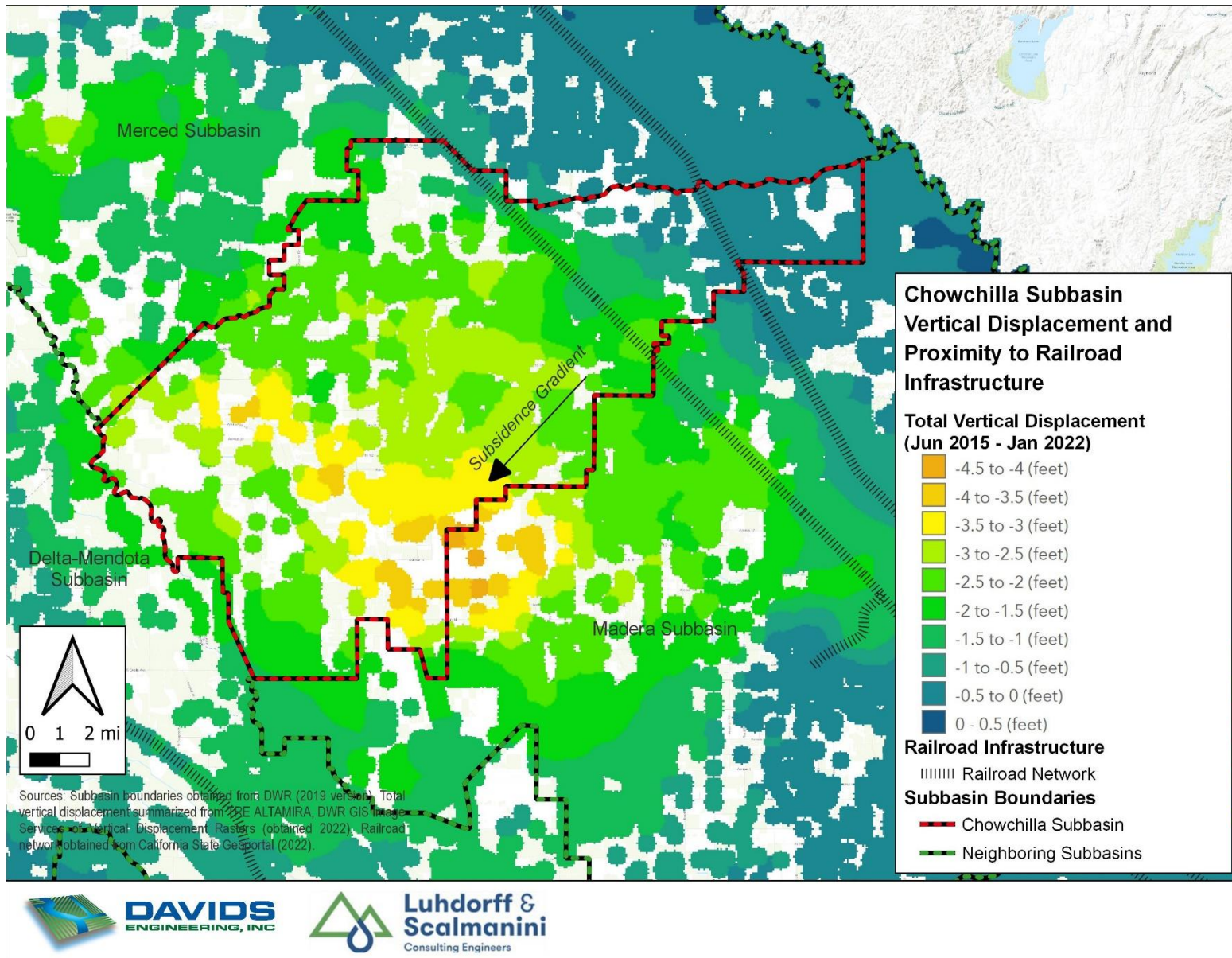


Figure 12. Vertical Displacement (June 2015 - January 2022) and Proximity to Railroad Infrastructure.



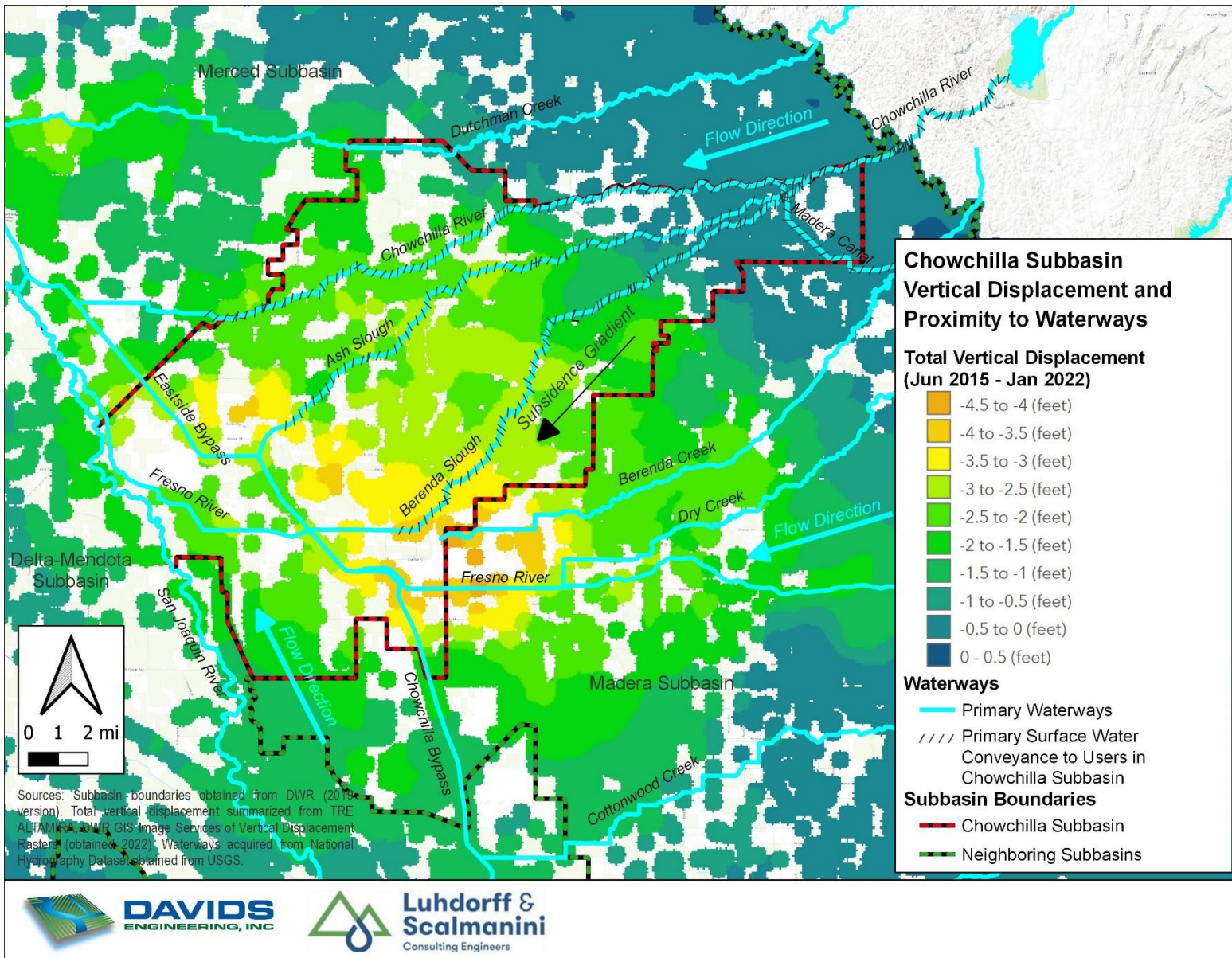


Figure 13. Vertical Displacement (June 2015 - January 2022) and Proximity to Waterways and Water Conveyance Infrastructure.



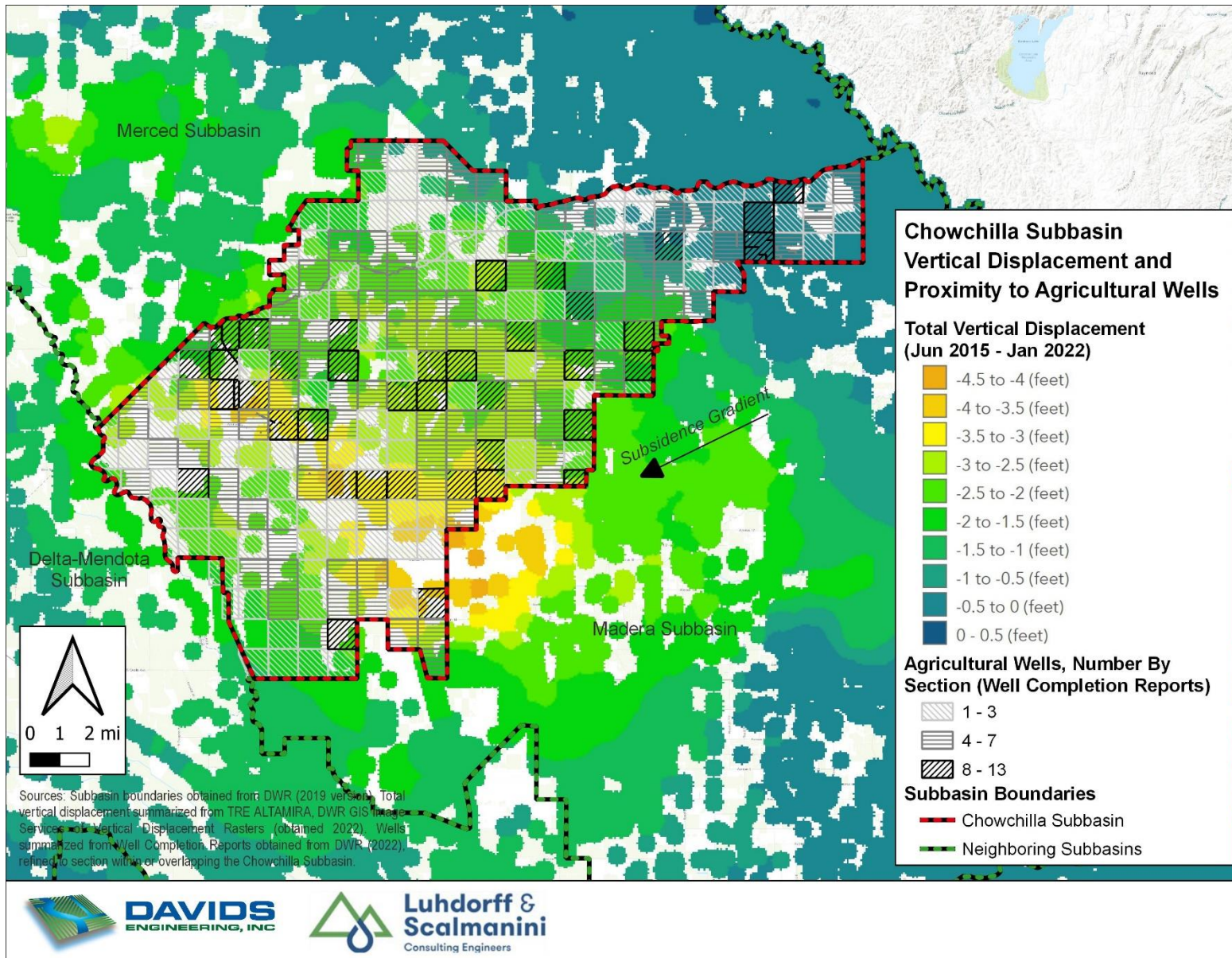


Figure 14. Vertical Displacement (June 2015 - January 2022) and Proximity to Agricultural Wells.



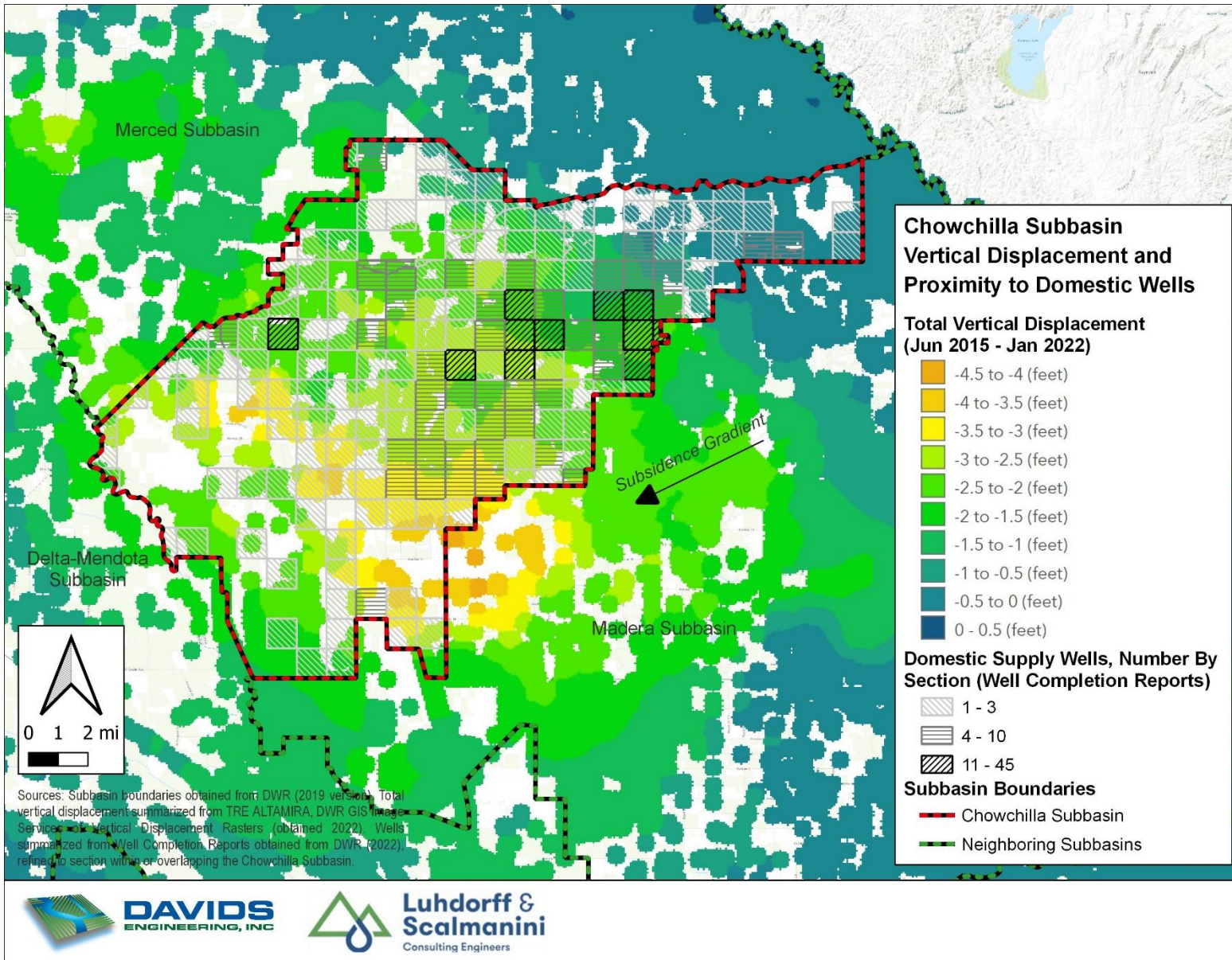


Figure 15. Vertical Displacement (June 2015 - January 2022) and Proximity to Domestic Wells.



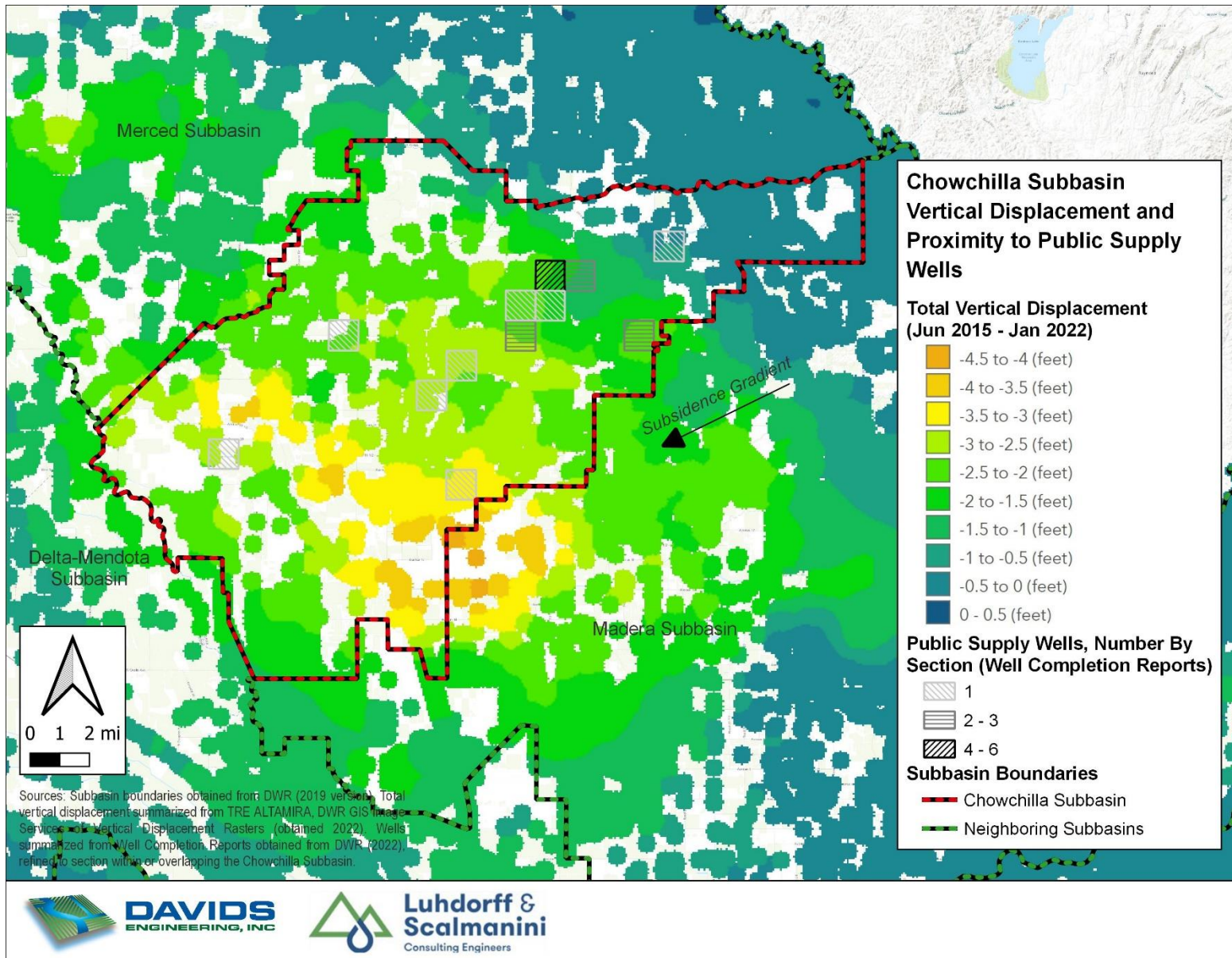
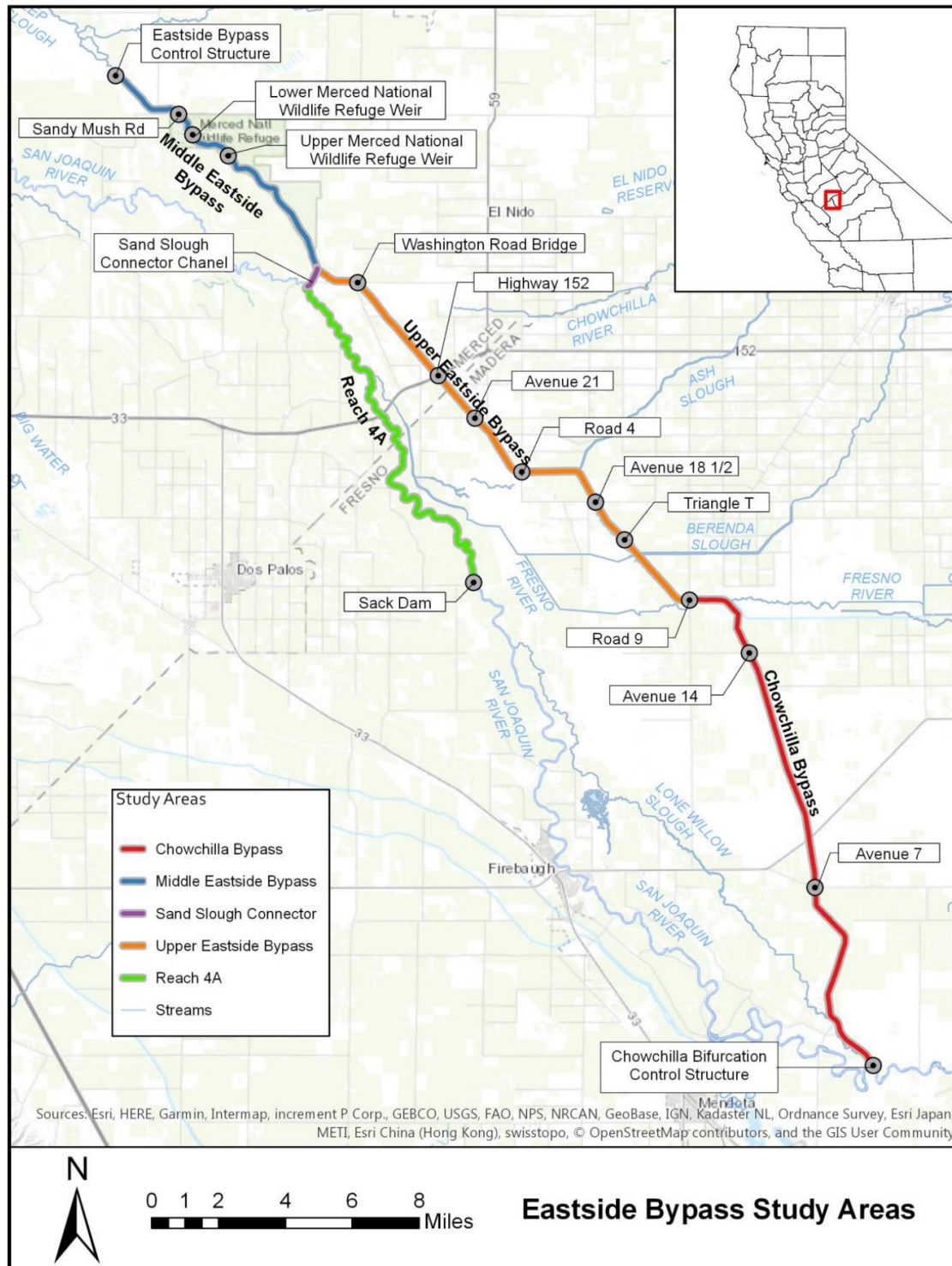


Figure 16. Vertical Displacement (June 2015 - January 2022) and Proximity to Public Supply Wells.

**Figure 1 Study Area**



**Figure 17. DWR Analysis Study Area, from “Evaluation of the Effect of Subsidence on Flow Capacity in the Chowchilla and Eastside Bypasses, and Reach 4A of the San Joaquin River” (DWR, 2018). The Upper Eastside Bypass flows through the Chowchilla Subbasin, and the San Joaquin River Reach 4A flows along the western boundaries of the Chowchilla Subbasin.**

**Table 1. DWR Analysis Results, from “Evaluation of the Effect of Subsidence on Flow Capacity in the Chowchilla and Eastside Bypasses, and Reach 4A of the San Joaquin River” (DWR, 2018). The Eastside Bypass flows through the Chowchilla Subbasin (beginning just downstream of the Fresno River and ending upstream of Sand Slough).**

**The San Joaquin River Reach 4A flows along the western boundaries of the Chowchilla Subbasin.**

**Table 3 Estimated Flow Capacity in Reach 4A and the Chowchilla and Eastside Bypasses based on Freeboard Criteria (in cfs)**

Channel Segment	Flood Design Flow <sup>a</sup>	2008 <sup>b</sup>	2011 <sup>b</sup>	2016	2026
<b>Chowchilla Bypass</b>					
Bifurcation Structure to Fresno River	5,500	>5,500	>5,500	>5,500	>5,500
<b>Eastside Bypass</b>					
Fresno River to Berenda Slough	10,000	>10,000	>10,000	>10,000	>10,000
Berenda Slough to Ash Slough	12,000	>12,000	>12,000	>12,000	>12,000
Ash Slough to Sand Slough	17,500	9,500 <sup>c</sup> – 12,500	7,500 <sup>c</sup> – 11,500	5,700 <sup>c</sup> – 9,500	3,400 <sup>c</sup> - 7,500
Sand Slough to Mariposa Bypass <sup>d</sup>	16,500	16,000	14,500	12,500	9,800
<b>San Joaquin River</b>					
Reach 4A	4,500	ND	ND	3,700 <sup>e</sup> – 4,300	2,500 <sup>e</sup> – 3,800
Sand Slough Connector Channel	ND	ND	ND	2,100 <sup>e</sup> – > 4,500	0 <sup>e</sup> – > 4,500

Notes: cfs = cubic feet per second, ND = not determined as part of this study

<sup>a</sup> Referenced from the Lower San Joaquin River Flood Control Project Operation and Maintenance Manual.

<sup>b</sup> Results obtained from a previous study done by DWR in 2013.

<sup>c</sup> Reduced capacity assumes contribution of 4,500 cfs from Reach 4A of the San Joaquin River (creating backwater conditions).

<sup>d</sup> Capacity assumes diversions into the Mariposa Bypass based on the O&M Manual operating rules.

<sup>e</sup> Reduced capacity assumes contribution of 12,000 cfs through the Bypass Channel (creating backwater conditions).



## 4 References

DWR. 2018. Evaluation of the Effect of Subsidence on Flow Capacity in the Chowchilla and Eastside Bypasses, and Reach 4A of the San Joaquin River. May 2018. In Technical Memorandum: Channel Capacity Report 2018 Restoration Year. San Joaquin River Restoration Program. January 2019.

## **APPENDIX 3.F. SUBSIDENCE CONTROL MEASURES AGREEMENT**

Prepared as part of the  
**Groundwater Sustainability Plan**  
**Chowchilla Subbasin**

January 2020  
Revised July 2022

**GSP Team:**

Davids Engineering, Inc  
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California State University, Sacramento





26 groundwater underlying the properties. Landowners are seeking ways to more efficiently deliver  
27 surface water to the Project Area.

28 e. The Madera County Local Agency Formation Commission has approved formation  
29 of the Triangle T Water District to initially include the Vlot Property and the Triangle T Property  
30 (the "Triangle T Water District"). It is believed by the Parties that formation of the Triangle T  
31 Water District will facilitate implementation of this Agreement.

32 f. The Parties acknowledge that subsidence problems have been documented in the  
33 Project Area, in which the Vlot Property, the Cross Creek Property, and the Hancock Property are  
34 located. The Districts own and operate facilities adjacent to and west of the Project Area.

35 g. SLCC receives its surface water supplies through the Arroyo Canal, which canal is  
36 owned by the Henry Miller Reclamation District, and the headworks for which are off of the San  
37 Joaquin River, just upstream of the Sack Dam, being more particularly described in EXHIBIT D  
38 and depicted in EXHIBIT F attached hereto. If subsidence continues unabated SLCC's diversion  
39 point will no longer be a functional gravity diversion, and all water would either have to be pumped  
40 at that location or at another location, or SLCC may have to go upstream in the San Joaquin River  
41 and construct a new gravity turnout with the associated canal system to tie into the existing Arroyo  
42 Canal downstream.

43 h. CCID owns and operates the Poso Canal, the portion of which is located west of the  
44 Project Area being more particularly described in EXHIBIT E and depicted in EXHIBIT F  
45 attached hereto. Subsidence reduces the gravity flow capacity of the Poso Canal and if left  
46 unchecked will impair the ability for the CCID to deliver water to about 10,000 acres within its  
47 service area, or require substantial relocation and reconstruction and may require pumping of water  
48 to continue deliveries.

49 i. The Parties enter into this Agreement in order to (1) reduce the use of groundwater  
50 from the Lower Aquifer, and (2) facilitate the distribution and use of surface water in the Project  
51 Area in order to reduce groundwater use and reduce subsidence affecting the facilities of Districts  
52 described in Sections 1(f) and (h) and other facilities located in the Project Area described hereafter.  
53 In addition to reductions in groundwater pumping from the Lower Aquifer, one of the tools to be  
54 implemented will be an attempt to identify available Surface Water that may be wheeled through  
55 the existing CCID Poso Canal system and through new River Crossing Facilities from Poso Canal  
56 to the Project Area through the Distribution Facilities, where the water will be conveyed to farmers  
57 on the eastside or to the Triangle T Water District, once formed, and to existing and future  
58 Recharge Basins located within the Project Area. Districts and Landowners believe that use of  
59 Surface Water or recharge of the Upper Aquifer and use of that recharged water would have a  
60 beneficial impact to the surrounding environment because it would abate and decrease the rate of  
61 land subsidence as a result of decreased Lower Aquifer groundwater pumping through the in lieu  
62 use of available Surface Water supply deliveries. These actions would allow for the following:

63 i. Connection to existing and future on-farm distribution facilities that allow  
64 flexibility for conveyance of groundwater from the Upper Aquifer to other areas of Landowners'  
65 Properties and the Project Area in order to reduce the reliance on pumping of wells extracting water  
66 from the Lower Aquifer.

67 ii. The possible more efficient delivery of the Landowner's riparian water  
68 supply from the Fresno River to their riparian lands along the Fresno River.

69 iii. The Landowners to divert Surface Water to on-farm Recharge Basins. This  
70 water will then percolate into the groundwater aquifer where it can be stored for future pumping.  
71 The goal is to pump as much as is sustainable from the artificially recharged or naturally recharged  
72 Upper Aquifers as compared to the Lower Aquifer. Pumping of groundwater from the Upper

73 Aquifer is believed to reduce the conditions causing subsidence in the Project Area by reducing  
74 pumping from the Lower Aquifer by Landowners and third parties.

75 iv. Allowing Landowners and third parties owning land within the Project Area,  
76 on a willing buyer/willing seller basis, to acquire Surface Water supplies to help reduce the amount  
77 of groundwater pumped from the Lower Aquifer.

78 j. The Parties do agree as set forth hereinafter, and by execution hereof stipulate that  
79 there is full and adequate consideration for the terms and provisions of this Agreement, receipt of  
80 which is evidenced by execution hereof.

81 2. **DEFINITIONS.** As used in this Agreement:

82 a. "Additional Landowner Agreement" is defined in Section 13.

83 b. "Agreement" is defined as this Subsidence Control Measures Agreement.

84 c. "Annual Landowner Report" is defined in Section 9.g.

85 d. "Annual Expert Panel Report" is defined in Section 9.h.

86 e. "Arbitration" is as described in Section 11.

87 f. "Arroyo Canal" is owned and operated by SLCC, conveys water from the San  
88 Joaquin River for deliveries within SLCC and to lands devoted to waterfowl habitat by USFWS  
89 and others depicted in EXHIBIT F.

90 g. "Authority" or "Exchange Contractors" is defined as the San Joaquin River  
91 Exchange Contractors Water Authority.

92 h. "CCID" is defined as the Central California Irrigation District.

93 i. "CCID's Poso Canal Facilities" shall mean the Poso Canal commencing at the  
94 Mendota Dam and Mendota Pool on the San Joaquin River and extending to the intake of the  
95 River Crossing Facilities and extending Northerly beyond that intake.

96 j. "CID" shall mean the Chowchilla Irrigation District.

97 k. "Cost of River Crossing Facilities" and "Cost of the Distribution System  
98 Facilities" or "Capital Costs" shall mean and include all costs of planning, engineering,  
99 environmental approval, cost of obtaining permits for installation of the respective systems of the  
100 River Crossing Facilities and of the Distribution Facilities, the costs of construction, inspection,  
101 change orders, installation and testing, and the value of the real property occupied by the  
102 Distribution System Facilities.

103 l. "Cross Creek" is defined in the Preamble.

104 m. "Cross Creek Property" is defined in Section 1.

105 n. "Distribution Facilities" shall mean the facilities for delivery of water from the  
106 Easterly terminus of the River Crossing Facilities, the alignment and dimensions of which are  
107 described and depicted on EXHIBIT G attached hereto.

108 o. "Districts" shall mean CCID and SLCC collectively.

109 p. "Effective Date" is defined in the Preamble.

110 q. "Exchange Contractors" or "Authority" is defined as the San Joaquin River  
111 Exchange Contractors Water Authority.

112 r. "Expert Fund" is defined in Section 9.

113 s. "Expert Panel" is defined in Section 9.

114 t. "Facilities" shall mean the River Crossing Facilities and the Distribution System  
115 Facilities, collectively.

116 u. "Final Order" is defined in Section 15.b.

117 v. "Hancock" is defined in the Preamble.

118 w. "Hancock Property" is defined in Section 1.

119 x. "Landowner Property" shall mean the total of the Vlot Property, the Cross Creek  
120 Property, and the Hancock Property, as well as the real property of any additional landowner parties



121 to be described in the Additional Landowner Agreement.

122 y. "Landowners" is defined in the Preamble. Upon the terms specified herein,  
123 immediately upon formation of the Triangle T Water District, and its affirmation in a recordable  
124 form that it is bound to the terms and provisions of this Agreement, "Landowners" as used in this  
125 Agreement shall include the Triangle T Water District. Upon completion of formation of the  
126 Triangle T Water District, Vlot, Cross Creek and John Hancock Life Insurance Company USA,  
127 and all successor owners of those Landowner Properties, shall continue to be bound to the terms of  
128 this Agreement jointly and severally with the Triangle T Water District and with any additional  
129 Landowners and their successor owners.

130 z. "Lower Aquifer" shall mean the stratigraphy and groundwater resources located  
131 beneath the Corcoran Clay within the Project Area.

132 aa. "MID" shall mean the Madera Irrigation District.

133 bb. "Monitoring Program" is defined in Section 9.f.

134 cc. "Operation and Maintenance Costs" shall mean the costs of operation and  
135 maintenance, repair and reconstruction of the River Crossing Facilities and/or the Distribution  
136 Facilities.

137 dd. "Parties" shall mean all of the parties to this Agreement, now or in the  
138 future.

139 ee. "Plans" is defined in Section 8.b.

140 ff. "Point of Delivery" shall mean the reinforced concrete pump sump box and  
141 measurement facility located near the east bank of the San Joaquin River and being approximately  
142 500 feet east of CCID's Poso Canal connection, at the Easterly terminus of the River Crossing  
143 Facilities as shown on EXHIBIT I.

144 gg. "Poso Canal" is owned and operated by CCID, conveys water that originates at

145 the Mendota Pool to the north for deliveries within CCID boundaries, and crosses over the top of  
146 the Arroyo Canal in a flume from south to north and continues approximately eight (8) miles as  
147 depicted in EXHIBIT F.

148 hh. "Project" is defined in Section 1.

149 ii. "Project Area" shall mean the area shown in EXHIBIT H in which the  
150 Landowner Property is located, and represents the area that activities of pumping water from the  
151 Lower Aquifer are of most direct concern to Districts regarding subsidence affecting the Sack Dam,  
152 Arroyo Canal and Poso Canal. The Expert Panel may alter the boundaries of the Project Area in  
153 writing, which shall have the effect of amending EXHIBIT H from time to time.

154 jj. "Recharge Basin" or "Recharge Basins" shall mean land within the Project  
155 Area used as percolation beds for the recharge of water to the Upper Aquifer, and constructed and  
156 provided with the berms and retainage structures for those recharge operations. The Distribution  
157 Facilities provide for delivery of surface water to those Recharge Basins and reasonable recharge  
158 use of the areas through connection of those Recharge Basins to a source of Surface Water.

159 kk. "Refuge" shall mean the Districts, or any of them, who are delivered Wildlife  
160 Refuge waters.

161 ll. "River Crossing Facilities" shall mean the facilities for conducting water from  
162 CCID's Poso Canal to the Point of Delivery described as the reinforced concrete pump sump box  
163 located near the east bank of the San Joaquin River and being approximately 500 feet Easterly of  
164 CCID's Poso Canal connection. The River Crossing Facilities will consist of a turnout and  
165 measurement facilities from the Poso Canal, including a means of controlling flow into the River  
166 Crossing Facilities, a 36" pipeline underlying the San Joaquin River channel and underlying the  
167 littoral shores and areas adjacent to the San Joaquin River. The River Crossing Facilities shall also  
168 include the extension of those underground pipe facilities Easterly to the Point of Delivery a control

169 structure and measurement facility located at the Easterly terminus of the Facilities, hereinafter  
170 referred to as the "Point of Delivery," as depicted in Exhibit D. A diagram showing the proposed  
171 River Crossing Facilities is attached as EXHIBIT I.

172 mm. "Safe Yield" As used in this Agreement, the phrase "Safe Yield" as applied to  
173 groundwater aquifers and resources shall be separately determined and applied to the "Upper  
174 Aquifer" and to the "Lower Aquifer" located in the Project Area.

175 (a) The "Lower Aquifer Safe Yield" is the amount of water in acre feet per  
176 overlying acre that can be reliably pumped from the Lower Aquifer and utilized on lands within the  
177 Project Area in each calendar year, without exceeding the net recharge of water to the Lower  
178 Aquifer within the Project Area. Limiting groundwater pumping from the Lower Aquifer to these  
179 annual amounts of Safe Yield would eliminate the contribution to irreversible subsidence from the  
180 Lower Aquifer to the Project Area.

181 (b) The "Upper Aquifer Safe Yield" is the amount of water in acre feet per  
182 overlying acre that can be reliably pumped from groundwater and is available from the Upper  
183 Aquifer for utilization on lands within the Project Area on average in each calendar year, assuming  
184 recharge occurs with historical rainfall and runoff patterns, and which groundwater pumping from  
185 the Upper Aquifer will not exceed the average recharge to that Upper Aquifer within the Project  
186 Area.

187 nn. "SLCC" shall mean the San Luis Canal Company.

188 oo. "Surface Water" shall mean any surface water available to the Landowners,  
189 whether under riparian or appropriative rights, or through contracts from third parties.

190 pp. "Surplus Facility Capacity" is defined in Section 4.c.

191 qq. "Term" is defined in Section 3.

192 rr. "Triangle T Water District" shall mean that California Water District that

193 includes the Vlot Property and the Hancock Property, as approved by the Madera County Local  
194 Agency Formation Commission on January 25, 2017 by Resolution No. 2017-002.

195 ss. "Unutilized Capacity" is as defined in Section 7.

196 tt. "Upper Aquifer" shall mean the stratigraphy and groundwater located above the  
197 Corcoran Clay within the Project Area.

198 uu. "Vlot" is defined in the Preamble.

199 vv. "Vlot Property" is defined in Section 1(a).

200 ww. "Wheeled Water" shall mean any Surface Water conveyed through the CCID  
201 Facilities.

202 3. **TERM.** The Term of this Agreement shall be for one (1) year from the Effective  
203 Date ("Term") until December 31, 2017. At the end of the Term, the Agreement shall  
204 automatically renew for an additional one (1) year unless written notice of nonrenewal is  
205 served by any Party at least sixty (60) days prior to expiration of the Term ("Nonrenewal  
206 Notice"). This renewal process, subject to neither Landowner or Districts giving a Nonrenewal  
207 Notice for any year, in which case no right of extension or renewal shall exist, shall be in place  
208 for five (5) years until December 31, 2021, at which time the Parties shall attempt in good faith  
209 to negotiate and agree to the terms of a longer term agreement, informed by the  
210 implementation of this Agreement, actual reductions in subsidence, and by recommendation of  
211 the Technical Committee and the Expert Panel.

212 4. **CONSTRUCTION OF FACILITIES.**

213 a. Districts agree to construct the River Crossing Facilities, subject to the terms  
214 and conditions of this Agreement, in accordance with written plans and specifications  
215 approved by Parties in writing, in accordance with a schedule that anticipates completion



216 subject to delays imposed by governmental action or nature no later than January 15, 2017.  
217 The River Crossing Facilities shall be designed and installed with a minimum capacity of forty  
218 (40) cubic feet per second (cfs). Districts shall have no liability for any expenses, damages or  
219 injury caused by failure to complete the River Crossing Facilities. Districts shall have no  
220 liability for expenses, damages or injury caused by Districts' or CCID's refusal or failure to  
221 wheel water owned by Landowners through the River Crossing Facilities as permitted and  
222 authorized under the terms of this Agreement.

223 b. The Landowners agree to construct the Distribution Facilities, subject to the terms  
224 and conditions of this Agreement in accordance with written plans and specifications approved  
225 by the Parties in writing, in accordance with a schedule that anticipates completion, subject to  
226 delays imposed by governmental action or nature, no later than July 1, 2017. The Distribution  
227 Facilities shall be designed and installed with a minimum capacity of forty (40) cubic feet per  
228 second (cfs).

229 c. The forty (40) cfs design and capacity of the Facilities are sized to allow  
230 delivery to the Landowner Property, as well as surrounding property in the Project Area. The  
231 amounts of capacity reserved for Landowners within the Facilities shall be ten (10) cfs for the  
232 Vlot Property, ten (10) cfs for the Bouwdeyn (Case) and Darcy Vlot Cross Creek Farm  
233 Property, and twenty (20) cfs for the Hancock Property. The remainder of the capacity in the  
234 Facilities ("Surplus Facility Capacity") shall be made available to other landowners within the  
235 Project Area who become parties to this Agreement in the manner set forth in Section 13.  
236 Priority of the use of any available Surplus Facility Capacity shall be provided to the areas being  
237 irrigated from wells pumping from the Lower Aquifer within the area within a distance of two  
238 (2) miles from SLCC's Sack Dam.

239 5. OWNERSHIP OF FACILITIES.

240 a. The River Crossing Facilities shall be owned, administered and controlled by  
241 the Districts. Subject to the terms and conditions of this Agreement, the authority to administer  
242 and control use of the River Crossing Facilities shall be in the reasonable discretion of the  
243 Districts.

244 b. The Distribution Facilities shall initially be owned, administered and controlled  
245 by the Districts. Subject to the terms and conditions of this Agreement, the authority to  
246 administer and control the Distribution Facilities shall be in the reasonable discretion of the  
247 Districts while Districts hold title to the Distribution Facilities. Districts shall have no liability for  
248 expenses, damages or injury caused by Districts or CCID's refusal or failure to deliver water  
249 through the Distribution Facilities as permitted and authorized under the terms of this Agreement.

250 c. Within thirty (30) days of written request of the Triangle T Water District, title to  
251 the Distribution System Facilities shall be transferred from the Districts to the Triangle T Water  
252 District, provided that the Triangle T Water District enters into a written agreement with Districts  
253 to comply with the terms of this Agreement. Title to the River Crossing Facilities shall not be  
254 transferred to the Landowner or the Triangle T Water District, and the use of those River Crossing  
255 Facilities shall remain in the reasonable discretion of Districts.

256 6. COST OF FACILITIES.

257 a. River Crossing Facilities. The Capital Costs of the River Crossing Facilities shall  
258 be advanced, and the Operation and Maintenance Costs shall be paid by Landowners to the  
259 Districts promptly upon billing. If the River Crossing Facilities are used to transport water to the  
260 lands of third parties within the Project Area or adjacent areas, those third parties will pay a  
261 reasonable pro-rata share of the Capital Costs advanced by Landowners plus interest, and a  
262 reasonable portion of the then-current Operation and Maintenance Costs of the River Crossing  
263 Facilities. Those charges shall be paid by third parties to Landowners on an equitable basis,

264 determined from time to time by the Districts, or if Landowners dispute the determination, by  
265 Arbitration.

266       b. Distribution System Facilities. The Capital Costs of the Distribution Facilities shall  
267 be borne solely by Landowners, and all claims, liens or expenses related to those pipelines,  
268 controls and diversions shall be the sole obligation of Landowners. The Operation and  
269 Maintenance Costs of the Distribution Facilities shall be paid by the Landowners to the Districts  
270 promptly upon billing. If the Distribution Facilities are used to transport water to the lands of third  
271 parties within the Project Area or adjacent areas, those third parties will be required as a condition  
272 of service to pay a reasonable pro-rata portion of the Capital Costs paid by Landowners plus  
273 interest, and a reasonable portion of the costs of the then-current Operation and Maintenance  
274 Costs of the Distribution Facilities. Those charges shall be paid by third parties to Landowners on  
275 an equitable basis, determined from time to time by the Districts, or if Landowners dispute the  
276 determination, by Arbitration.

277       c. If the Distribution Facilities are conveyed to the Triangle T Water District as  
278 described in Section 5, the Triangle T Water District shall be responsible for determining,  
279 collecting and remitting the amounts from third parties, including Cross Creek, for payment to  
280 Landowners.

281       d. Allocation Among Landowners. The allocation of all costs of the Facilities to be  
282 paid by Landowners pursuant to this Agreement shall be allocated among the Landowners pro rata  
283 by number of gross acres owned by each Landowner, whether those acres are subject to irrigation  
284 or not irrigated, utilizing the gross acreage determined on the records of the County Assessor.

285       e. Interest. If any costs to be paid under this Section are not paid in a timely manner,  
286 those costs shall bear interest at the rate of one percent (1%) per month, and the payment of those  
287 costs and interest by Landowners shall be a condition of water deliveries through the Facilities and

288 Districts' performance under this Agreement.

289 f. Third Party Use. Because the use of Surplus Facility Capacity is a valuable tool for  
290 implementing the Project, Landowners agree to promptly grant and deliver to the Districts an  
291 easement for the location and operation of the Distribution Facilities. Upon conveyance of title to  
292 the Distribution Facilities to the Districts, the value of the land utilized for installation of the  
293 Distribution Facilities for the purposes of billing third parties for the use of the Distribution  
294 Facilities shall be valued at fifty percent (50%) of the reasonable fee interest value of the total area  
295 of the Landowner Property on or about December 31, 2015 utilized and occupied by those  
296 Distribution Facilities, whether or not the particular Distribution Facilities are utilized to serve  
297 water to third party landowners. The total reasonable Capital Costs of the Distribution Facilities  
298 and of the license and unlocated easement rights (but no value shall be placed on vehicular access  
299 or licensed areas utilized for maintenance or inspection of the Distribution Facilities) to utilize the  
300 real property interests necessary or useful for the Distribution Facilities shall be determined and  
301 agreed to simultaneous with delivery of title to the Distribution Facilities to the Districts.  
302 Reasonable pro-rata shares shall be collected from third parties and remitted directly to  
303 Landowners at the direction of the Districts for use of Surplus Facility Capacity. Landowners shall  
304 provide by written agreement among themselves for apportionment and receipt of any  
305 reimbursement of Capital Costs received from third parties, including the value of real property  
306 interests contributed or occupied by the Distribution Facilities. Interest will not be charged or  
307 collected from third party landowners upon the reasonable value of the real property interest  
308 utilized for periods prior to third party landowners' execution of this Agreement. Those amounts  
309 shall be repaid to Landowners by the third parties at the direction of the Districts or the Triangle T  
310 Water District. This conveyance of title and operating authority of the Distribution Facilities is for  
311 the purposes of (i) providing a right of enforcement related to the physical delivery of water from



312 the Distribution Facilities in accordance with the terms of this Agreement to Landowners and to  
313 other third parties entering into agreements with the Districts with parallel terms to those  
314 contained within this Agreement, and (ii) providing a means of operation of the Distribution  
315 Facilities until the Triangle T Water District can be established. Until such time as the Distribution  
316 Facilities are transferred to the Triangle T Water District, the Districts, in consultation with the  
317 Landowners, shall have the right to reasonably determine the use of the excess capacity in the  
318 Distribution Facilities in accordance with the provisions of this Agreement. After delivery of the  
319 Distribution Facilities to the Triangle T Water District, the Distribution Facilities shall not be  
320 utilized to deliver water to third party landowners until they have agreed in writing to be bound to  
321 the terms of this Agreement with Districts, and are not in default of the terms of this Agreement.  
322 Priority of availability of any Surplus Facility Capacity by the Triangle T Water District shall be  
323 provided to third party landowners whose land utilizes well water pumped from the Lower  
324 Aquifer and which land is located within a distance of two (2) miles from SLCC's Sack Dam.

325 g. Permitting. Landowners shall be responsible for payment of all costs of planning,  
326 engineering, environmental approval and obtaining permits for the installation of the Distribution  
327 Facilities. Notwithstanding, the Districts agree to cooperate with Landowners in all respects,  
328 including the provision of staff time at the discretion of the Districts.

329 7. **WHEELING OF WATER THROUGH CCID POSO CANAL**  
330 **FACILITIES**. Subject to the limitations and restrictions set forth and the exercise of CCID's  
331 reasonable discretion, CCID agrees to wheel, convey and deliver Surface Water in amounts and  
332 on schedules determined, in the sole discretion of CCID, during times when unutilized capacity  
333 may exist in CCID Facilities used for that delivery and wheeling. "Unutilized Capacity" is (1)  
334 capacity in excess of the capacities reasonably required to meet water delivery needs, both capacity  
335 and quantity, within CCID's service areas and, in addition, the capacity to meet the water delivery

336 needs within the service areas of other members of the San Joaquin River Exchange Contractors  
337 Water Authority ("Authority" or "Exchange Contractors") or Refuge areas served by those  
338 members that may arise hereafter from time to time and, in addition, (2) use of which capacities will  
339 not cause unreasonable burdens to be placed upon CCID's operations or facilities or upon the  
340 owners or operators of lands or facilities located adjacent to or in reasonable proximity to CCID  
341 facilities used in the delivery of water to Landowners. Landowners agree that the facilities and  
342 operational system of CCID will not permit continuous deliveries during certain periods, and that  
343 for substantial periods of time, Unutilized Capacity may not exist or may be reduced or only  
344 periodically available. Notwithstanding the foregoing, CCID shall not be required and may refuse  
345 to utilize Unutilized Capacity or to wheel Surface Water or groundwater upon any terms  
346 whatsoever through the Poso Canal facilities and thereafter through the River Diversion Facilities,  
347 which water is:

348 (1) acquired by Landowners or the Triangle T Water District or others, which water  
349 is appurtenant to lands located within the service areas of the members of the Exchange Contractors  
350 unless the members of the Authority shall have unanimously approved the terms and conditions for  
351 acquisition of that water and its wheeling by CCID and delivery through the River Crossing  
352 Facilities; and,

353 (2) unless all other legal requirements related to the wheeling and delivery of the  
354 acquired water have been complied with, including without exclusion of others, if required, receipt  
355 of approval by the United States Department of the Interior, Bureau of Reclamation without  
356 material conditions or burdens upon the Exchange Contractor imposed by the Bureau of  
357 Reclamation's approval or approval of other governmental entities; and/or,

358 (3) if any terms or conditions accompanying that water to be wheeled shall in the  
359 sole and exclusive determination of CCID voluntarily or involuntarily place adverse conditions,

360 burdens or terms upon water use or the availability of water within the service area of the Exchange  
361 Contractors, or subject CCID or the Exchange Contractors to claims of violation of law, regulation  
362 or contract; and/or,

363 (4) the quality of the water accepted for wheeling is not equal to or better than the  
364 quality of water to be diverted from the Mendota Pool into the Poso Canal without the wheeling  
365 proposed. Compliance with this requirement shall not be based on blending of the water to be  
366 wheeled at Mendota Pool or at the River Crossing Facilities, but shall be measured in electrical  
367 conductivity, selenium and other deleterious constituents at the point of introduction to CCID's  
368 Facilities and shall not degrade the quality of water delivered from other sources into the Mendota  
369 Pool or the Poso Canal at the time of the wheeled water's arrival in the Mendota Pool or the Poso  
370 Canal; and/or,

371 (5) CCID shall not be required to accept for wheeling through the Poso Canal and  
372 the Districts shall not be required to utilize the River Crossing Facilities or the Distribution  
373 Facilities (during the term that they are owned by Districts) for delivery of any surface water or  
374 groundwater unless the owners of the land, including Landowners, to receive the water deliveries  
375 shall have agreed to be bound to all of the terms of this Agreement and shall be in compliance with  
376 those terms.

377 a. Notwithstanding the fact that Landowners ability to enjoy the benefits of use of  
378 Unutilized Capacity in the CCID Facilities is to be determined in the sole discretion of CCID, the  
379 parties acknowledge their intention that the Landowners' use of Unutilized Capacity shall not be  
380 denied by CCID to solely or voluntarily wheel water through the Poso Canal for other third parties,  
381 other than the other Exchange Contractors and Refuge users, at a higher price or upon more  
382 profitable or generous water loss or delivery terms. The Parties agree that use of Unutilized  
383 Capacity for wheeling and delivery purposes for greater value during the term of this Agreement is

384 not a reasonable basis for exercise of the sole discretion of CCID to deny the availability of  
385 Unutilized Capacity to Landowners.

386 b. Landowners have expressed concern that the authority of CCID to determine, in its sole  
387 discretion, the amounts of and schedule of availability of unutilized capacity that would be available  
388 to Landowners could be subject to possible abuse. CCID must, however, retain the flexibility to  
389 utilize that capacity to protect CCID and its interests and the interests of the Exchange Contractors  
390 in seeking a reduction or elimination of subsidence and preserve its flexibility to meet other goals  
391 and concerns of the Exchange Contractors. Prior to May 1 of any year of this Agreement term or  
392 extension of the term of the Agreement, CCID will provide an estimate of the amounts and schedule  
393 of unutilized capacity that CCID believes will be available for deliveries to Landowners through the  
394 Poso Canal and consider comments, requests for alteration of the schedule, and other comments of  
395 Landowners or the Triangle T Water District. The schedule shall not be a binding commitment, nor  
396 shall CCID be subject to any damages claim if the schedule is in the exercise of its sole discretion  
397 modified by CCID, but CCID agrees in good faith to use reasonable efforts to comply with the  
398 schedule's goals, understanding that water operations are difficult to predict. Landowners shall not  
399 be required to pay for any scheduled amount of water to be made available to Landowners that are  
400 not delivered according to the proposed schedule. Landowners will have the protection of being  
401 able to terminate the Agreement on or before November 1 of any year if they believe that discretion  
402 is being exercised by CCID in an unreasonable fashion. That termination shall be the sole remedy  
403 of Landowners.

404 c. CCID shall charge its Tier One Rate, charged from time to time, for the first one (1)  
405 acre foot or less of delivery of CCID water to its Class 1 lands for each acre-foot of Surface Water  
406 wheeled through the Poso Canal facilities for diversion to Landowners at the River Crossing  
407 Facilities entrance. This rate shall be for the wheeling of water and shall not be for the purchase of



408 any quantity of CCID water. That rate and payment shall be computed and paid upon the total  
409 amount of water delivered by Landowners or the Triangle T Water District to CCID for wheeling  
410 without reduction for loss, spillage or metering error. In addition thereto, the administration and  
411 overhead costs described in Section 7.e. hereafter shall be charged and paid on the same basis.  
412 These charges shall apply to both the amounts of water wheeled through the CCID Facilities and to  
413 the amounts of water calculated by CCID and subtracted from those deliveries as consumed in  
414 measurement error, groundwater percolation and/or evaporation in the course of wheeling through  
415 CCID Facilities and the River Crossing Facilities to the Point of Delivery, which reductions in the  
416 amounts of water delivered at the Point of Delivery shall be ten percent (10%) of the water  
417 Landowners request CCID to wheel.

418 d. In accepting Surface Water for wheeling, CCID may delay delivery or pre-deliver to  
419 Landowners any amounts accepted for wheeling. Pre-delivery or delayed delivery will occur only  
420 with Landowners' and District's prior mutual written agreement in order to maximize the  
421 efficiencies of CCID's system operations and the Distribution System Facilities.

422 e. In addition to the wheeling charge specified in Section 7.c. CCID shall charge an  
423 administration charge of Two Dollars (\$2.00) per acre foot upon the total amount of Surface Water,  
424 including the estimated loss factor, wheeled by Landowners, which charge shall be increased by the  
425 Cost of Living Index for All Urban Wage Earners and Clerical Workers (All United States 1984  
426 Base) utilizing January 1, 2016 as a base for the adjustments each January 1 thereafter.

427 f. If a notice of non-renewal is given by Districts pursuant to Section 3 of this Agreement,  
428 and if Landowners or the Triangle T Water District request a continuance of the right to receive  
429 wheeled water from CCID Facilities, CCID agrees to enter into an agreement with Landowners or  
430 Triangle T Water District for a term of up to December 31, 2021 containing the terms of this  
431 Section 7 and other customary terms and conditions regarding indemnification and defense of CCID

432 and the Districts. During this extension period, Districts each agree to employ and utilize the River  
433 Crossing Facilities, provided all costs and liabilities for that use are borne by Landowners and the  
434 Triangle T Water District, and provided all terms of Section 7 are complied with by Landowners  
435 and Triangle T Water District, in order to provide for delivery of any wheeled water during this  
436 extension period.

437 **8. RECHARGE AND PERCOLATION AREA DEVELOPMENT.**

438 a. Allocation of Area. Each Landowner agrees to set aside and construct Recharge  
439 Basins on an area equal to at least three and one half (3.5%) percent of its gross land holdings  
440 within the Project Area at its sole cost as set forth in this Agreement.

441 b. Plan approval for recharge area. Prior to the location or construction of the Recharge  
442 Basins, plans including the location, design, total acreage and an implementation schedule, shall be  
443 submitted in writing by each Landowner to and approved by the Expert Panel no later than  
444 September 30, 2017 ("**Recharge Basin Plans**"). The Plans shall include provisions for  
445 measurement and monitoring of the amounts of Surface Water recharged or percolated annually.  
446 Upon approval, the Plan shall be implemented by the Landowner, at its sole cost on or before  
447 February 28, 2018. No material changes shall be made in the location, dimension, or other aspects  
448 of the Plan for recharge basins without prior written approval of the Expert Panel. Each Landowner  
449 shall be responsible for all costs and expenses of maintaining the recharge and percolation capacity  
450 approved by the Expert Panel and for bearing the cost of modifying its percolation or recharge areas  
451 or relocating them to achieve the approved estimated recharge capability specified by the Expert  
452 Panel.

453 **9. EXPERT PANEL.**

454 a. Formation. The Expert Panel will consist of one (1) person appointed by the  
455 Landowners and one person appointed by the Districts from time to time. The persons appointed

456 shall be contracted by the appointing parties. Each person appointed shall be experienced in  
457 groundwater hydrology and/or hydrogeology analysis and reporting and shall have worked in  
458 California's Central Valley in those fields for at least ten (10) years. Each person appointed to the  
459 Expert Panel shall serve at the pleasure of the Party who appointed him or her.

460 b. Dispute Resolution for Issues Presented to Expert Panel. If the two (2) members of  
461 the Expert Panel fail to agree within a reasonable period of time in writing to any issue, the Expert  
462 Panel shall promptly appoint a third person experienced in groundwater hydrology and/or  
463 hydrogeology in the Central Valley of California with at least ten (10) years' experience to  
464 participate in and vote with the Expert Panel on that issue. The three (3) appointees to the Expert  
465 Panel shall thereafter determine that issue by majority vote. If the two (2) appointed persons to the  
466 Expert Panel cannot agree within fifteen (15) days as to the third appointee, each party shall submit  
467 two (2) names of potential appointees as the third member and the appointment shall be made by  
468 Arbitration as set forth in this Agreement. If a vacancy in the third position on the Expert Panel  
469 shall exist, the vacancy will be promptly filled by the same appointment process by agreement of  
470 the two (2) appointees or by Arbitration if there is no agreement.

471 c. Expert Panel Determinations. The Expert Panel shall promptly determine the  
472 estimated Lower Aquifer Safe Yield. The Expert Panel shall respond to written requests of the  
473 Parties to this Agreement to determine issues related to compliance with the terms of this  
474 Agreement and provide for written responses to inquiries or requests for determination. In addition  
475 to the determination of Safe Yield amounts usable from the Lower Aquifer, the issues to be  
476 resolved by the Expert Panel may include: approval of and monitoring of performance of the  
477 recharge pond projects to the Upper Aquifer; the Landowners' schedule for terminating use of wells  
478 or well capacity pumping groundwater from the Lower Aquifer, and if requested by the Expert  
479 Panel, development of capacity to irrigate from the Upper Aquifer sources subject to recharge; and

480 other issues arising under the terms of this Agreement requiring in part the Expert Panel's technical  
481 expertise to resolve.

482 d. Costs. Each party shall pay the costs of the Expert appointed by them directly;  
483 provided, however, Landowners agree upon execution of this Agreement to deposit Twenty  
484 Thousand Dollars (\$20,000.00) with Districts in care of CCID ("Expert Fund"), to be kept in a  
485 separate account, to be used by Districts toward the cost incurred by Districts for their Expert on the  
486 Expert Panel. Upon annual written notice by the Districts showing expenditures from the Expert  
487 Fund, and invoices supporting those expenditures, Landowners shall replenish the Expert Fund for  
488 District's use to its original amount of up to Twenty Thousand Dollars (\$20,000.00) in each  
489 calendar year. The costs of the third appointee in excess of the amount available in the Expert Fund,  
490 shall be borne one-half by Landowners and one-half by the Districts. If third parties shall receive  
491 water deliveries through the Facilities, those third parties shall bear a proportionate cost of  
492 Landowners' payments for the Expert Panel's appointees, determinations, reports and proceedings.  
493 Those third-party charge amounts shall be reasonably determined by the Districts and collected by  
494 the Districts, or the Triangle T Water District or other successor governmental entity acquiring title  
495 to the Distribution System Facilities, through charges for use of the River Crossing Facilities by  
496 those third parties, if any, and collections for past Expert Panel costs, together with interest at five  
497 percent (5%) per annum, shall be credited to Landowners on a per-acre basis. Those third parties  
498 shall have no right to an appointee or representation directly upon the Expert Panel or right to  
499 participation in the Expert Panel's proceedings or work unless Landowners and the Districts shall  
500 agree in writing to that participation. Landowners shall pay all of the other costs and expenses of  
501 the Expert Panel, including without excluding other costs, the costs of collecting, analyzing and  
502 reporting data, and all other reasonable costs related to the functioning of the Expert Panel.

503 e. Authority and Obligation. The Expert Panel shall have the following authority and



504 obligations under this Agreement:

505 i. To obtain and preserve all records required to perform and implement the  
506 right and obligations of each party hereto under this Agreement.

507 ii. To establish the amount of recommended Surface Water to be used within  
508 the Project Area each year.

509 iii. To obtain information from Landowners and others regarding operations on  
510 their property, groundwater levels, or conditions of wells, including without excluding other  
511 information, the monthly amounts of water being pumped from each well from the Lower Aquifer  
512 for irrigation use upon each Landowners' property and the amounts being pumped from wells by  
513 those Landowners from wells extracting water from the Upper Aquifer on a periodic basis  
514 determined to be appropriate by the Expert Panel for its purposes.

515 iv. To establish the amount of groundwater reliably available under calculations  
516 of the Upper Aquifer Safe Annual and Lower Aquifer Safe Yield to be used for irrigation of  
517 Landowners' lands and other lands within the Project Area each year from groundwater sources of  
518 the Upper Aquifer and Lower Aquifer.

519 v. To prepare monthly, quarterly, or annual reports as to the Lower Aquifer  
520 pumping, periodic reports of the Upper Aquifer pumping, and annual reports of the Expert Panel's  
521 findings, conclusions and observations.

522 vi. The Expert Panel shall develop and maintain the Monitoring Program.

523 f. Monitoring Program. Upon its initial formation, the Expert Panel shall develop  
524 protocols and requirements for a monitoring program ("Monitoring Program") to determine the  
525 impacts of the Project on the groundwater basin in the Project Area, and determine what data  
526 should be reasonably gathered by the Landowners annually, which shall include, but not be  
527 limited to:

528 i. the total amount of groundwater pumped each month during the last twelve  
529 (12) months from each well on the Landowner Property from the Lower Aquifer,  
530 ii. the total amount of groundwater pumped during appropriate periods and  
531 during the last twelve (12) months from each well on the Landowner Property from the Upper  
532 Aquifer,  
533 iii. the total amount of Surface Water applied on the Landowner Property and  
534 the source of that surface water,  
535 iv. the amounts of water recharged monthly and annually through Recharge  
536 Basins by Landowners, irrigation with Surface Water, and recharge occurring through other  
537 methods within the Project Area and the resultant water quality and groundwater levels in the  
538 Lower Aquifer and Upper Aquifer,  
539 v. As to composite wells drawing both from the Upper Aquifer and Lower  
540 Aquifer, the estimated water amounts pumped from each aquifer, and,  
541 vi. Such other monitoring, measurement procedures and installed equipment  
542 which allow effective monitoring, measurement and determination of facts pursuant to this  
543 Agreement; and,  
544 vii. the total irrigated acres on the Landowner Property and the type of crops  
545 irrigated.  
546 g. Landowner Reporting Obligation. Each Landowner who is a party to this  
547 Agreement, whether or not receiving water through the River Crossing Facilities, and any third  
548 parties delivered water through the Facilities, shall provide a written statement made under  
549 penalty of perjury to the Expert Panel in accordance with the monitoring requirements of the  
550 Expert Panel stating the amounts of water pumped from groundwater from each well under their  
551 ownership or control, and whether the well is pumping from the Upper Aquifer or Lower Aquifer

552 or a combination of those aquifers on a monthly basis no later than October 1 of each year. A  
553 summary report including all information required by the Monitoring Program (“Annual  
554 Landowner Report”) shall be included in those Landowner Reports. The Expert Panel may  
555 direct the gathering of that information on a more frequent basis and shall not be required to wait  
556 until October 1.

557 h. Annual Reports. The Expert Panel shall prepare an annual report (“Annual Expert  
558 Panel Report”), commencing with the year 2017. Each Annual Expert Panel Report shall be  
559 prepared after the conclusion of the irrigation season for that year, and receipt of the Annual  
560 Landowner Reports and such other information obtained by the Expert Panel, but no later than  
561 December 31. Each Annual Expert Panel Report shall include, but not be limited to:

562 i. the total amount of groundwater pumped monthly from each well during the  
563 last twelve (12) months from the Landowner Property and any third parties delivered water  
564 through the Facilities from the Lower Aquifer in the Project Area and applied for irrigation upon  
565 Landowner Property,

566 ii. the total amount of groundwater pumped monthly from each well during the  
567 last twelve (12) months from the Upper Aquifer for use upon Landowner Property and any third  
568 parties delivered water through the Facilities,

569 iii. the total amount of Surface Water applied to the Landowner Property and  
570 any third parties delivered water through the Facilities,

571 iv. the total irrigated acres and crops grown on the Landowner Property and in  
572 the Project Area.

573 v. Current water levels and water level impacts for the year in the Upper  
574 Aquifer and Lower Aquifer underlying the Landowner Property and in the Project Area.

575 vi. If not reported by State and Federal governmental entities, current

576 subsidence levels in the Project Area, and the estimated impact on subsidence levels of the annual  
577 pumping from the Lower Aquifer in the Project Area. The installation and maintenance of  
578 additional devices such as extensimeters and/or surface level measurement devices to measure  
579 changes to monitor subsidence conditions more rapidly shall be undertaken if the Expert Panel  
580 determines that that information is required for more rapid adjustment of Lower Aquifer pumping  
581 limits or estimates.

582           vii. Any recommended modifications to the Monitoring Program.

583           i. Expert Panel Records. The records and reports of the Expert Panel shall be kept at  
584 the office of CCID, and shall be available to all Parties, as well as members of the Expert Panel  
585 for copying or inspection.

586           j. Liability of Expert Panel. CCID, SLCC; Limitation of Liability. No member of the  
587 Expert Panel shall be liable to any Party to this Agreement, other than the party appointing him or  
588 her, for any claim of damage or injury to such Party, irrespective of its basis or nature. Each Party  
589 waives any such claim, and the waiver shall be binding upon any successor owner of  
590 Landowners' real property. The costs of defending members of the Expert Panel from claims of  
591 liability for damages shall be borne one-half by Districts and one-half by Landowners, and this  
592 provision shall survive termination or non-renewal of this Agreement.

593           **10. COMPLIANCE WITH EXPERT PANEL RECOMMENDATIONS.**

594           a. Landowners agree that during the Term they will restrict pumping of  
595 groundwater to the amounts specified in Sections 10(b)(i) through 10(b)(v) hereafter until the  
596 Expert Panel's determination of Safe Yield are made, at which time those amounts determined by  
597 the Expert Panel shall serve as the limitation upon the amounts of annual groundwater pumping for  
598 Landowners' overlying lands.

599           b. Because it will take some time for the Expert Panel to gather data and



600 provide for a more exact estimate of Safe Yield, the Parties agree that until the Expert Panel shall  
601 make its initial determination of Safe Yield on an annual basis, Landowners will comply with the  
602 following restrictions on pumping from the Lower Aquifer on their overlying lands. In making the  
603 Expert Panel's determination of compliance or non-compliance with these limits of groundwater  
604 pumping prior to the initial determination and estimate of Safe Yield from the Lower Aquifer, the  
605 Expert Panel shall calculate or estimate all water pumped from the Lower Aquifer as a total  
606 quantity and divide that amount by the overlying irrigable acreage of the Landowners together.  
607 Upon the Expert Panel's initial determination of Safe Yield, the determination shall be made for  
608 each Landowners' irrigable property and each Landowners' groundwater pumping from the Lower  
609 Aquifer for that Landowners' overlying irrigable acres separately as described in **EXHIBITS A, B**  
610 **and C** unless an agreement approved by the Expert Panel is filed with the Expert Panel. The  
611 Agreement binding those Landowners and any successor owners or occupants of Landowners'  
612 lands to accept that the groundwater use shall be averaged among the Landowners on an annual  
613 basis only as to their total overlying acreage shall not be effective unless the Expert Panel shall  
614 determine that there is no adverse effects upon the Districts. Such an agreement shall only be  
615 accepted and approved by the Expert Panel if the Expert Panel determines that the acreage bound  
616 and the averaging process would not allow subsidence conditions affecting the facilities of Districts  
617 to be increased above the levels likely to be encountered if the calculation was made for each  
618 Landowner's property separately without averaging with other Landowners' properties:

619           i. For the year 2017, Landowners will pump no more than an average of 0.9  
620 acre feet per overlying gross acre from the Lower Aquifer from groundwater wells overlying the  
621 Landowner Property;

622           ii. If the Agreement is not terminated on an earlier date, for the year 2018,  
623 Landowners will pump no more than an average of 0.75 acre feet per overlying gross acre from the

624 Lower Aquifer from groundwater wells;

625 iii. If this Agreement is not terminated on an earlier date, for the year 2019,

626 Landowners will pump no more than an average of 0.65 acre feet per overlying gross acre from the

627 Lower Aquifer from groundwater wells;

628 iv. If this Agreement is not terminated on an earlier date, for the year 2020,

629 Landowners will pump no more than an average of 0.6 acre feet per overlying gross acre from the

630 Lower Aquifer from groundwater wells overlying the Landowner Property;

631 v. If this Agreement is not terminated on an earlier date, for the year 2021,

632 Landowners will pump no more than an average of 0.5 acre feet per overlying gross acre from the

633 Lower Aquifer from groundwater wells.

634 vi. At any time that the Expert Panel completes its estimate of Safe Yield of

635 the Lower Aquifer, instead of the above-stated amounts for the following year, the Expert Panel's

636 determination shall be utilized to determine the amount of Safe Yield that may not be exceeded in

637 pumping by Landowners under this Agreement in the subsequent calendar years, and shall

638 supersede and replace the pumping amounts set forth in this Section 10(b)(i) through 10(b)(v).

639 c. As soon as practical, the Expert Panel shall establish the initial estimated

640 amount of Lower Aquifer Safe Yield and Upper Aquifer Safe Yield, and shall adjust that amount

641 from time to time. Landowners agree that as to the Landowner Property, they will institute for the

642 full calendar year following that determination all practicable measures required to reduce and limit

643 the total groundwater pumping from the Lower Aquifer for use upon Landowner Property in order

644 to achieve in that year an amount of groundwater pumping from the Lower Aquifer that does not

645 exceed the Lower Aquifer Safe Yield apportioned to the Landowners' Property. Landowners agree

646 to reasonably attempt to limit their pumping of groundwater from the Upper Aquifer to the Annual

647 Safe Yield of the Upper Aquifer and use of that water upon the Landowner Property commencing

648 in the calendar year 2018 and continuing thereafter.

649 d. When determining the Safe Yield of the Upper and Lower Aquifers each  
650 year, the Expert Panel shall take into consideration the amount of Surface Water recharged by  
651 Landowners into the respective aquifer, if any, and any recharge impacts on availability of Safe  
652 Yield.

653 11. ARBITRATION. IF ANY PARTY SHALL OBJECT TO ANY ITEM IN ANY  
654 PROPOSAL, ACTION OR ACCOUNTING, PERFORMANCE OR LACK OF PERFORMANCE,  
655 OR ANY DISPUTE SHALL EXIST UNDER THIS AGREEMENT OR ANY CLAIM FOR  
656 DAMAGES BETWEEN THE PARTIES ARISING FROM A BREACH OF THIS AGREEMENT,  
657 THAT PARTY SHALL WITHIN SIXTY (60) DAYS FROM THE DATE OF RECEIPT OF  
658 NOTICE OF SUCH PROPOSAL, ACCOUNTING, NOTICE OR STATEMENT, NOTIFY ALL  
659 OTHER PARTIES TO THIS AGREEMENT OR THEIR SUCCESSORS, IN WRITING AND  
660 SHALL SPECIFY THE NATURE OF THE OBJECTION AND THE SPECIFIC  
661 ALTERNATIVES PROPOSED BY THE OBJECTING PARTY. THEREAFTER, IF THE  
662 PARTIES SHALL NOT AGREE IN WRITING WITHIN TEN (10) DAYS FROM THE DATE OF  
663 MAILING OF SUCH WRITTEN SPECIFICATION, AN ARBITRATOR SHALL BE  
664 APPOINTED AND SERVE TO DETERMINE ALL THE ISSUES DISPUTED. THE  
665 DETERMINATIONS OF THE EXPERT PANEL SHALL NOT BE SUBJECT TO  
666 ARBITRATION UNLESS DISTRICTS AND LANDOWNER OR DISTRICTS AND THE  
667 PROPOSED TRIANGLE T WATER DISTRICT SHALL AGREE IN A SEPARATE WRITING  
668 TO THAT MEANS OF RESOLUTION OF DISPUTE AS TO AN ISSUE OR SEVERAL ISSUES.

669 a. THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND  
670 BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT  
671 TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE

672 ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND  
673 FURTHER, WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATION OR FUNCTION OF  
674 THE ARBITRATOR IN ANY MANNER OR FASHION. ARBITRATION UNDER THESE  
675 PROVISIONS SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND PROCEDURE TO  
676 BE UTILIZED AND EACH PARTY, ON BEHALF OF ITSELF AND ITS SUCCESSORS,  
677 WAIVES ANY RIGHT TO A JURY TRIAL OR TO UTILIZE ANY OTHER JUDICIAL OR  
678 ADMINISTRATIVE PROCEDURE.

679           b. EACH PARTY HEREBY WAIVES THE RIGHT TO COMMENCE ANY COURT  
680 PROCEEDINGS IN REGARD TO AN ISSUE MADE SUBJECT TO ARBITRATION BY THE  
681 TERMS OF THIS AGREEMENT EXCEPT TO THE EXTENT THAT THE ARBITRATOR'S  
682 ORDERS ARE NOT BEING ABIDED BY AND COURT ACTION IS REASONABLY  
683 NECESSARY TO ENFORCE SUCH ORDER. EACH PARTY AGREES THAT THE FAILURE  
684 TO REQUEST ARBITRATION WITHIN THE SIXTY (60) DAYS ELAPSING FROM THE  
685 TIME OF NOTICE OF A MATTER SHALL BAR THE BRINGING OF ANY ARBITRATION  
686 PROCEEDING OR COURT ACTION IN REGARD TO SUCH SUBJECT, PROVIDED,  
687 HOWEVER, IF THE MATTER IN DISPUTE IS OF A CONTINUING NATURE OR  
688 REPETITIVELY OCCURS, THE FAILURE TO REQUEST ARBITRATION SHALL NOT BAR  
689 THE REQUEST FOR ARBITRATION OR COURT ACTION AT A LATER TIME WITHIN  
690 THIRTY (30) DAYS AFTER THE SUBSEQUENT OCCURRENCE.

691           c. APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL  
692 AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE  
693 IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE  
694 MAILING OF THE OBJECTION, THE ARBITRATOR SHALL BE CHOSEN BY THE  
695 SUPERIOR COURT IN AND FOR THE COUNTY OF MADERA. THE ARBITRATOR TO BE



696 NAMED SHALL BE A CIVIL ENGINEER OR HYDRO-GEOLOGIST EXPERIENCED IN THE  
697 FIELD OF DISPUTE OR A RETIRED SUPERIOR COURT OR APPELLATE JUDGE.

698 d. THE ARBITRATOR'S FEES AND FEES AND COSTS OF PETITIONING FOR  
699 THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES  
700 TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE  
701 ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE  
702 ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT  
703 PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE  
704 COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND  
705 THEIR ALTERNATIVES FOR SETTLING THE MATTER. A STATEMENT OF A PROPOSED  
706 SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE  
707 CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT  
708 THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION  
709 SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS  
710 FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE  
711 THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF  
712 ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR IN  
713 EMPLOYING THE EXPERT PANEL TO ADVISE THE ARBITRATOR IN REGARD TO  
714 SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE  
715 COST OF ATTORNEY'S FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN  
716 THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE  
717 PREVAILING PARTY IF, IN THE ARBITRATOR'S DETERMINATION, THE POSITION OF  
718 THE NON-PREVAILING PARTY WAS NOT REASONABLY TAKEN OR MAINTAINED OR  
719 WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE

720 INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT  
721 SUBMITTED TO ARBITRATION.

722 e. THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR  
723 PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY  
724 WITH. UNDER SUCH CIRCUMSTANCES THE ARBITRATOR'S AWARD SHALL BE  
725 BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY  
726 EACH OF THE PARTIES UNTIL SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO  
727 THE PARTY SHALL LAPSE BY THEIR TERMS, OR THE ARBITRATOR SHALL NOTIFY  
728 THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT, OR SHALL  
729 MODIFY THOSE TERMS, OR THE ARBITRATION APPEAL PANEL SHALL MAKE A  
730 FINAL DETERMINATION. THE ARBITRATOR MAY DIRECT THE PREPARATION,  
731 EXECUTION, AND RECORDATION OF INSTRUMENTS AND EACH PARTY SHALL  
732 PROMPTLY COMPLY THEREWITH. THE PARTIES AGREE TO EXECUTE SUCH  
733 DOCUMENTS REQUIRED TO ACCOMPLISH THOSE MODIFICATIONS.

734 f. IF IT SHALL BE NECESSARY FOR A PARTY TO COMMENCE A LEGAL  
735 ACTION TO ENFORCE THE TERMS OF AN ARBITRATOR'S AWARD OR DECISION, THE  
736 PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND  
737 COSTS INCURRED, INCLUDING THE COSTS OF ANY CONSULTANTS OR EXPERTS  
738 EMPLOYED IN THE PREPARATION AND/OR PRESENTATION OF ANY EVIDENCE.

739 g. IF AT ANY PLACE IN THIS AGREEMENT THE REFERENCE TO THIS  
740 ARBITRATION AGREEMENT AS A MEANS OF RESOLVING DISPUTES HAS BEEN  
741 OMITTED, THAT OMISSION HAS NO SIGNIFICANCE. THE PARTIES AGREE THAT THIS  
742 PROCEDURE SHALL BE THE EXCLUSIVE MEANS OF RESOLVING ALL DISPUTES  
743 UNDER THIS AGREEMENT.

744 12. **FAILURE TO COMPLY WITH GROUNDWATER MANAGEMENT**  
745 **MEASURES.** Should any party to this Agreement fail to comply with the terms of this Agreement,  
746 and if the party failing to participate does not cure the deficiency and comply with the terms of this  
747 Agreement following sixty (60) days' written notice to cure such deficiencies, a material breach  
748 shall be deemed to have occurred. In addition to the right to give notice of and prevent renewal of  
749 this Agreement, the duties provided in the other terms of this Agreement, the following failures to  
750 act or actions taken in violation of the terms of this Agreement shall constitute material breaches of  
751 this Agreement:

752 a. A failure to complete the River Crossing Facilities shown on **Exhibit E** to the  
753 capacities shown as provided in **Section 4(a)** by the time provided therein.

754 b. A failure to complete the Distribution System Facilities shown on **Exhibit B-**  
755 **1** to the capacities shown as provided in **Section 4(b)** by the time provided therein, and to deliver  
756 title to those Facilities, licenses or unlocated easements, and/or;

757 c. A failure of the Vlot Property, the Cross Creek Property or the Hancock  
758 Property to purchase from offering third parties any water upon reasonable terms for wheeling  
759 through the CCID system to and through the River Crossing Facilities, provided wheeling is  
760 allowed by CCID, which water could be: (i) applied to crops located upon the respective  
761 Landowners' lands during the 2017 calendar year after the River Crossing Facilities and  
762 Distribution System Facilities are reasonably usable and during the crop irrigation periods  
763 thereafter, if the term of this Agreement shall be extended, to reduce pumping from the Lower  
764 Aquifer; or, (ii) which surface water purchase amounts could be recharged to the Upper Aquifer  
765 during those periods in substitution of groundwater pumping from the Lower Aquifer during each  
766 of those calendar years: Violation of this condition shall be a material breach of a Landowner that

767 fails to purchase water available, but shall not constitute a material breach by the other Landowners  
768 who do purchase available surface water. If the Triangle T Water District has become a party to this  
769 Agreement, a Landowner within the Triangle T Water District that fails to participate in a purchase  
770 shall materially Breach the terms of this Agreement and that Landowner's violation shall  
771 nevertheless constitute a material breach of the terms of this Agreement by the Triangle T Water  
772 District; and/or;

773 d. A failure of the Landowners, each as to their respective real properties, to  
774 set aside from irrigated crop use or otherwise develop vacant land in amounts of at least three and  
775 one half (3.5%) percent of their gross land holdings for use as recharge and percolation beds for the  
776 recharge of water to the Upper Aquifer and install the facilities to provide for operation of those  
777 groundwater recharge facilities and connection to the Distribution Facilities in accordance with the  
778 timeline set forth in the approved Recharge Basin Plan and Section 8. If Landowners shall have  
779 failed to construct and provide for the berms, retainage structures and Distribution System Facilities  
780 to provide for reasonable surface water recharge use of those recharge areas, and/or Landowners  
781 shall have failed to provide for connection of those additional recharge sites to lawful sources of  
782 recharge water, and/or shall have failed to file for and complete all applications in order to obtain  
783 legal authority, and/or shall fail to reasonably and diligently pursue legal authority thereafter to  
784 divert flood or high flows into the Recharge Basins; and/or

785 e. If in any calendar year the Safe Yield of the Lower Aquifer has been  
786 exceeded by groundwater pumping for Landowners' overlying land, and the failure of that  
787 Landowner exceeding the limits of pumping from the Lower Aquifer to immediately prepare and  
788 assure implementation of a written plan to limit the pumping of those overlying lands of Landowner



789 to the safe yield of the Lower Aquifer in the following calendar year, less the amount of the prior  
790 calendar year's excess pumping if the term of this Agreement is extended; and/or,

791 vi. If Districts fail to wheel water through the Facilities as required by Section 4(a)  
792 herein during the term of this Agreement or extended term.

793 vii. If in any calendar year during the Term either Districts, Landowners or their  
794 successors, or the Triangle T Water District, shall fail to abide by the determination of the Expert  
795 Panel or an order of the Expert Panel to implement the terms of this Agreement, even if an election  
796 is made not to renew the Agreement by either of the Districts, Landowners or the Triangle T Water  
797 District prior to November 1<sup>st</sup>, and that Party shall not promptly cure or nullify the effect of the  
798 Material Breach during the term of this Agreement, the Party to this Agreement responsible for the  
799 remedial or compensatory acts required under the terms of this Agreement shall be required to  
800 perform those remedial acts and that duty or obligation shall survive and be enforceable,  
801 notwithstanding the termination of this Agreement. Regardless of whether a Material Breach exists,  
802 either party may give notice of termination of this Agreement. The continued determination of  
803 whether a Material Breach occurred shall not reverse or reinstate the notice of non-renewal or non-  
804 extension given.

805 13. **ADDITIONAL PARTIES.** The Parties anticipate that additional landowners in the  
806 Project Area will become parties to this Agreement whether through written agreement with the  
807 Districts or by annexation into the Triangle T Water District. If a landowner within the Project Area  
808 desires to become a party to this Agreement, the landowner shall execute and have acknowledged  
809 the "Addition of Landowner to Agreement" form attached hereto as **EXHIBIT J** ("Additional  
810 Landowner Agreement"), which shall become effective when accepted by the remaining Parties.  
811 The effect of acceptance is that the new landowner henceforth will be bound by this Agreement, as  
812 though the new landowner had executed it originally. Landowners agree to attend and participate in

813 meetings called by the Districts, or either of them, in which landowners adjacent to or near  
814 Landowner Property within the Project Area are asked to enter into binding written agreements  
815 limiting their pumping from the Lower Aquifer to the Safe Yield of groundwater aquifers and to the  
816 proceedings and determinations of the Expert Panel.

817 14. **WAIVER OF DAMAGES/STATUTE OF LIMITATIONS.**

818 a. Landowners have signed a written Waiver of Statute of Limitations defense and  
819 associated defenses relating to the passage of time as to the District's claims to damages and other  
820 forms of redress ("Waiver"). A copy of the Written Waiver of the Statute of Limitations is  
821 attached as **EXHIBIT K** and is included and incorporated herein as if set forth in full. If this  
822 Agreement is not breached by Landowners or is not terminated by a Notice of Nonrenewal and this  
823 Agreement continues through amendments or extensions in full force through December 31, 2037,  
824 Districts hereby agree to relinquish and waive any and all causes of action for damages, expenses or  
825 liability of whatsoever nature or kind they may hold against Landowners, their directors, officers,  
826 employees and agents, and their predecessors in ownership of Landowner Property and occupancy  
827 of the Landowner Property, only, arising from or caused by subsidence of the canals, water control  
828 facilities, and water diversion and measurement facilities of CCID and/or SLCC effective  
829 December 31, 2037, for any and all time periods prior to and including December 31, 2037.  
830 Provided, however, if this Agreement is subject to a Notice of Nonrenewal and/or is materially  
831 breached by Landowners, the Districts may recover damages for injuries incurred during the  
832 periods in which this Agreement was in effect and those periods prior to its execution for which  
833 damages are recoverable pursuant to the terms of the Waiver and any other theory of law.

834 b. As long as this Agreement continues in any form or as extended or amended in any  
835 manner, the Waiver shall periodically be renewed and/or extended in accordance with the Waiver  
836 terms attached as **EXHIBIT K** in order to extend the Waiver upon the same terms for an additional

837 term of four (4) years, except that the Parties' failure to renew and/or extend the Waiver and  
838 Consent after the completion of two (2) consecutive four (4) year terms, or eight (8) consecutive  
839 years, shall not qualify as a breach of this Agreement or automatically trigger the termination of this  
840 Agreement, and renewal or extension of the Waiver and Consent shall not be a condition of the  
841 continuing effectiveness of this Subsidence Agreement or the effectiveness of any amendment,  
842 extension or renewal of this Agreement after such a period of time. Prior to the completion of two  
843 (2) consecutive four (4) year terms, or eight (8) consecutive years of effectiveness of the Waiver  
844 Agreement, the Waiver shall be renewed and extended as a condition of any extensions, renewals,  
845 or amendments of this Agreement. Nothing in this Agreement shall be construed to obligate the  
846 Parties to renew the Waiver Agreement after the completion of two (2) consecutive four (4) year  
847 terms, or eight (8) consecutive years of Waiver Agreement effectiveness, and the Parties' failure to  
848 renew the Waiver Agreement after such time shall not be construed as a breach of this Agreement  
849 or automatically trigger the termination of this Agreement. All Landowner parties shall sign a  
850 writing renewing and extending the Waiver at least three hundred and sixty five (365) days prior to  
851 the Waivers expiration, and the Waiver's renewal and extension shall have the effect of extending  
852 and renewing the Waiver for an additional four (4) years from the date of its expiration. If a Party  
853 fails to renew or extend the Waiver prior to the expiration of the Waiver, and/or in the event of  
854 termination of this Agreement by Nonrenewal Notice or any other means, the Waiver shall remain  
855 in effect and will not terminate until three hundred and sixty five (365) days after the effective  
856 termination of this Agreement in order to provide for a reasonable time to commence court action  
857 or administrative proceedings related to the subject of the Waiver.

858 c. Landowners, their successors, and each of them, shall be estopped and barred by  
859 execution of the attached Waiver from asserting the statute of limitations has continued to run on  
860 any claims or bars commencement and maintenance of legal or administrative action arising from

861 the failure to commence or maintain by Districts, or either of them, any action, remedy, or claim of  
862 Districts for trespass, damages, injuries or nuisance from and after and before January 1, 2013 (the  
863 approximate date that the Parties commenced to attempt to solve the problems caused by pumping  
864 of groundwater from the Lower Aquifer and the resulting subsidence). Landowners, their  
865 successors, and those claiming through the interests of Landowners in the Landowner Property,  
866 shall further be barred by the Waiver instrument from claiming that the statute of limitations for  
867 actions and claims of damages and injuries caused from groundwater pumping in excess of the  
868 Lower Aquifer Safe yield have lapsed, were not tolled by this Agreement and the waiver of statute  
869 of limitations, and/or are not a continuing, ongoing, and un-stabilized nature giving rise to new  
870 causes of action upon any subsequent unreasonable action and/or the occurrence of damages caused  
871 by that continuing action.

872 d. Should this Agreement be terminated at any time by any Party through a Nonrenewal  
873 Notice or by any other means, the then-current Waiver shall remain in effect and shall not terminate  
874 until three hundred and sixty five (365) days after the date of Termination pursuant to the  
875 Nonrenewal Notice or other means.

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877

## 878 15. COURT CHALLENGES.

879 a. Actions Against Third Parties. Landowners agree that if the Districts commence legal  
880 proceedings to provide for restrictions upon pumping of groundwater from the Lower Aquifer as to  
881 landowners within the Project Area other than the Parties, Landowners will accept service and  
882 participate in those legal proceedings, at their cost, and support the determinations of the Expert  
883 Panel in regard to Safe Yield, Landowners agree they will take no action to obstruct the  
884 enforcement of preliminary injunctions, restraining orders or permanent injunctions or decrees that



885 will provide for reasonable control of the amounts of groundwater pumping upon other lands  
886 within the Project Area if such a proceeding is commenced by the Districts, or either of them, or by  
887 third parties.

888       b. Groundwater Adjudication. No party to this Agreement shall be barred by this  
889 Agreement from commencing an action for groundwater adjudication and/or action declaring or  
890 enjoining public nuisance, private nuisance, trespass, or related to damages suffered by the  
891 Districts or their landowners. If any such proceeding is commenced by the Districts, or either of  
892 them, or by Landowners, the Triangle T Water District, or by third parties, including landowners  
893 within District's service areas, the Parties agree to promptly appear in that proceeding and (1)  
894 submit the determinations of the Expert Panel, (2) make available to the court or administrative  
895 agency conducting the proceeding the members of the Expert Panel as witnesses, and (3) the  
896 Expert Panel's conclusions shall be utilized in the presentation of evidence relating to issues of  
897 permanent orders limiting the maximum use of groundwater from the Lower Aquifer by overlying  
898 acres, including the Landowner Property, that may prevent or limit subsidence of land within the  
899 Project Area. None of the Parties will advocate for or argue before the court or any administrative  
900 agency in such a proceeding for a Lower Aquifer Safe Yield that differs from the then-current  
901 determination of the Expert Panel and will cooperatively present that Expert Panel's latest  
902 determination as the basis for proper determinations and orders of the court or administrative  
903 agency.

904       i. If there shall be a final, unappealed-from judgment, injunction or order establishing a  
905 different Lower Aquifer Safe Yield in that proceeding for the area of Landowners' Lands, that  
906 determination of Lower Aquifer Safe Yield shall become the obligation of Landowners under the  
907 terms of this Agreement, and shall be substituted for the Expert Panel determination or the amounts  
908 specified in Sections 10(b)(i) through 10(b)(v).

909           ii. If such an adjudication, public or private nuisance action, or other form of legal or  
910 equitable Court or administrative proceeding shall result in an order, injunction or determination of  
911 Lower Aquifer Safe Yield and the right to utilize water from the Upper or Lower Aquifers in those  
912 amounts ("Final Order"), but does not result in the appointment of a watermaster or other  
913 oversight committee to enforce the Final Order, then the Expert Panel shall continue its duties  
914 pursuant to this Agreement, consistent with the Final Order. Under those circumstances, the Expert  
915 Panel shall make any determinations of issues or questions presented to it and any Party to this  
916 Agreement may submit those determinations or reports to a Court or administrative agency with  
917 jurisdiction over the Lower Aquifer and/or Upper Aquifer in the Project Area. Should any Final  
918 Order include the appointment of a watermaster or other committee or mechanism to measure and  
919 monitor groundwater pumped from the Project Area and to exercise substantially all of the authority  
920 and power of the Expert Panel, then the entity appointed by the Court to implement the Final Order  
921 shall replace the Expert Panel, and the provisions of this Agreement regarding the Expert Panel  
922 shall be repealed.

923           c. Action Upon Breach. Should a material breach of this Agreement occur that is not  
924 cured within sixty (60) days of said written notice, any Party may thereafter petition the Superior  
925 Court of the County of Madera and/or an administrative agency with jurisdiction of such actions  
926 for commencement of a groundwater adjudication, a private nuisance and/or a public nuisance  
927 action, trespass action, an action for declaration of the rights to utilize groundwater from the Upper  
928 Aquifer and/or the Lower Aquifer on the Landowner Property and/or on the other lands within the  
929 Project Area and/or an action for damage claims related to subsidence and associated actions for  
930 restraining orders, preliminary injunctions or permanent injunctions, or any combination thereof.  
931 In such an action, any Party may seek a restraining order, preliminary injunction, permanent  
932 injunction, or other form of Court or administrative Judgment or Order providing for restrictions

933 upon the amounts of water that may be pumped from the Landowner Property from the Lower  
934 Aquifer.

935 **16. SURFACE WATER TRANSFER FROM DISTRICTS TO LANDOWNERS.**

936 a. Landowners have asked the Districts to transfer some quantity of Surface Water to  
937 Landowners from Exchange Contractor supplies for some period of time in accordance with  
938 conditions of approval agreeable to each of the Exchange Contractors, and the Districts have agreed  
939 to use their best efforts to do so, with the caution that Districts and other Exchange Contractors'  
940 water supplies should not and cannot be relied upon to remedy Landowner's conditions or to reduce  
941 subsidence in the area. Districts agree to reasonably consider such transfers, but no first right to  
942 purchase transfer water or any similar priority will be provided to Landowners or the Triangle T  
943 Water District.

944 b. Landowners shall use their best efforts to reach the following written agreements,  
945 and Districts will cooperate with Landowners in these efforts:

946 (1) With MID providing for the sale and transfer of a significant percent of the water  
947 available to MID from its share of Restoration Flows or other sources, if any exist, credited in San  
948 Luis Reservoir for the Term.

949 (2) With MID and CID relating to those Fresno River Flows that Landowners' Lands  
950 are entitled to.

951 **17. ATTORNEYS FEES.** If it shall be necessary for any party hereto to commence legal  
952 action to enforce the terms or provisions of this Agreement, or a determination from Arbitration, the  
953 prevailing party shall be entitled to reasonable attorney's fees and costs incurred, including the costs  
954 of any consultants or experts employed in the preparation and/or presentation of any evidence in  
955 such proceedings. It shall not be a precondition of payment of such costs or expenses that the expert's  
956 or consultant's information or evidence shall have been presented in any such proceeding or a

957 precondition that the services of the attorney or costs associated with those services shall have been  
958 incurred in any open court proceeding. The costs of a prevailing party incurred in negotiations and  
959 discussions to settle a matter may be awarded by a court or arbitrator as specified under the terms of  
960 this Agreement.

961 **18. COVENANT RUNNING WITH LAND.** This Agreement and the covenants provided  
962 herein shall constitute covenants running with the Landowner Property and the real property interests  
963 of CCID for the Poso Canal and San Luis interests for the Arroyo Canal Diversion Structure. The  
964 terms and provisions of this Agreement are hereby stipulated by the Landowners and the Districts to  
965 meet all of the requirements of a covenant running with the land under the laws of the State of  
966 California, benefitting and burdening each of the respective parcels and binding upon the successor  
967 Landowners, and the Districts, and holders of interest or occupants thereof or any portion of the  
968 respective properties. If for any reason this Agreement may not be enforceable as a covenant  
969 running with the land whether on the date of making of this Agreement or because of subsequent  
970 events, this Agreement shall be enforced as an equitable servitude and shall bind the successors,  
971 occupants and users of each of the respective parcels described in **EXHIBITS A, B, C, D and E,**  
972 and each portion thereof, as well as the real property of any additional landowner parties whose  
973 lands shall be described in the Additional Landowner Agreement. Any and all documents recorded  
974 to evidence this Agreement or the addition of parties shall be subordinated by any lender on the  
975 Property.

976 **19. NO WARRANTY.** Nothing in this Agreement shall be deemed to provide any warranties  
977 or promises of water service except as specifically set forth in this Agreement. There is no  
978 implied or explicit promise of receipt of water from either of the Districts into or through the  
979 Facilities, except to the extent that the conditions of this Agreement requiring CCID to wheel and  
980 transport Surface Water are met and complied with by Landowners and tenants upon the



981 Landowner Property within the Project Area hereafter.

982 **20. RIGHTS OF ACCESS.**

983 a. Licenses. Each of the Landowners agrees that the Districts are hereby granted  
984 a license over the Landowner Property to observe, measure and monitor the operation,  
985 maintenance, repair, replacement, expansion, and construction of the Distribution System  
986 Facilities and Recharge Ponds upon the Landowner Property. This right of access includes the  
987 right to reasonable pedestrian and vehicle access thereto across and upon the lands adjacent to  
988 paths or areas or roads leading to and from Landowner Property and Distribution System  
989 Facilities.

990 b. Waste, Nuisance or Unlawful Use. In utilizing the license and right of access, the  
991 Districts each covenant that they will not commit waste on the Landowner Property, nor maintain a  
992 nuisance thereon, nor use, or permit activities upon the Landowner Property to be used in an  
993 unlawful manner by Districts, their agents or employees, or the members of the Expert Panel or  
994 their agents.

995 c. Noninterference. Districts shall use the rights granted herein with due regard to the  
996 rights of Landowners, and shall not use the license in any way that will unreasonably impair the  
997 Landowner Property and reasonable use of the Landowner Property through which the license is  
998 granted.

999 d. Indemnification. The Parties hereby agree, to the fullest extent permitted by law, that  
1000 each individual Party will indemnify and hold the other Party harmless from any damage, personal  
1001 injury, liability, or costs (including reasonable attorneys' fees and costs of defense) to the extent  
1002 caused by the exercise of that Party's rights to access to Landowners' property under the license  
1003 granted in this Section.

1004 e. The Expert Panel, its employees or contractors, and employees or contractors of the

1005 Districts for the purposes of monitoring or observing shall be provided full and complete access,  
1006 subject to the terms of this Agreement, to the groundwater wells located upon and operated upon  
1007 the Landowner Property at all times from and after the execution of this Agreement. That access  
1008 shall be for the purposes of inspecting the wells and recording the water levels and quality of  
1009 underground water resources, the responses to recharge operations or measures, and any other  
1010 conditions related to groundwater or subsidence conditions. Landowners shall maintain accurate  
1011 meters providing for both the totalizing of groundwater pumped amounts and the continuous flow  
1012 measurement of water being pumped by the wells upon their lands, and access ports to permit  
1013 groundwater level measurement and water quality testing. Landowners shall provide and permit full  
1014 and complete access to the wells and measurement facilities over roads and paths upon Landowner  
1015 Property and provide copies of all initial and historic records, drilling well logs, well testing, and  
1016 water quality data from wells obtained or available to Landowner from time to time. The Expert  
1017 Panel and the Districts and their employees, agents and consultants shall provide at least twenty-  
1018 four (24) hours prior notice before accessing the Landowner Property and shall comply with all  
1019 reasonable security requirements of Landowners. Landowners shall provide keys or combinations  
1020 to any and all gates or other barriers to access to the wells. If any work of installing new wells or re-  
1021 drilling or modification of wells upon the Landowner Property shall occur or be planned,  
1022 Landowner will promptly provide written notice of the work being performed to the Expert Panel  
1023 and will provide reasonable access to witness the work to the Expert Panel and representatives of  
1024 the Districts and provide copies of all work orders, contracts, drilling logs, e-logs, and all other  
1025 similar information to the Districts showing the modifications or changes in the wells serving the  
1026 Landowner Property. Landowners shall not be obligated by the terms of this Agreement to acquire  
1027 access to a well located upon land of a Landowner but installed and owned by a third party pursuant  
1028 to an agreement or easement implemented prior to the Effective Date.

1029           21. MISCELLANEOUS PROVISIONS.

1030           a. Time. Time is of the essence in the performance of each and every term of this  
1031 Agreement.

1032           b. Entire Agreement. This Agreement contains the full and entire agreement of the  
1033 Parties. There are no other covenants, warranties or promises of the Parties other than are  
1034 contained within the terms of this Agreement. This Agreement may not be modified or altered  
1035 excepting by a writing duly executed by all Parties and indicating on its face an intention to amend or  
1036 alter the terms of this Agreement.

1037           c. Specific Performance. The Parties agree that the terms and provisions of this  
1038 Agreement contain matters which may not be fully and adequately compensated upon breach by an  
1039 award of damages by the arbitrator or a Court. The Parties stipulate that each of the matters  
1040 contained within the terms of this Agreement may be made subject to a decree of specific  
1041 performance, injunction, or an Arbitration order providing for substantially equivalent effect.

1042           d. Good Faith. The Parties agree that they shall exercise the highest standard of good  
1043 faith in their dealings and that this Agreement contained a covenant of good faith, fair dealing and  
1044 full disclosure in regard to each of the matters made subject to this Agreement.

1045           e. Severability. If any portion of this Agreement should be found by the Arbitrator or  
1046 Court of law to be unenforceable, illegal or void, the Parties agree that the remaining terms and  
1047 provisions of this Agreement shall remain in full force and effect.

1048           f. Waiver. Each Party agrees that the failure to enforce or demand performance of a  
1049 term of this Agreement shall not bar or estop the other Parties from insisting upon the performance  
1050 hereafter of that term.

1051           g. Notice. If this Agreement provides for service of notice, such notice shall be in  
1052 writing, and shall be delivered personally, delivered by nationally recognized overnight courier

1053 service or sent by certified or registered mail, postage prepaid, or by electronic transmission  
1054 (subject to confirmation of such email transmission). Any such notice or communication shall be  
1055 deemed to have been given (i) when delivered, if personally delivered, (ii) three Business Days after  
1056 it is deposited with a nationally recognized overnight courier service, if sent by nationally  
1057 recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m.  
1058 (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT)  
1059 on any Business Day or on any day other than a Business Day or (iv) five Business Days after the  
1060 date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the  
1061 following address or email address, or to such other address or addresses or facsimile number or  
1062 numbers as such party may subsequently designate to the other parties by notice given hereunder:

1063 If to Districts:

Central California Irrigation District  
Attention: General Manger  
1335 West I Street  
Post Office Box 1231  
Los Banos, CA 93635  
Telephone: 209.826.1421  
Email: [cwhite@ccidwater.org](mailto:cwhite@ccidwater.org)

1071 San Luis Canal Company / Henry Miller Reclamation District  
1072 Attention: General Manager  
1073 11704 W. Henry Miller Avenue  
1074 Dos Palos, CA 93620  
1075 Telephone: 209.387.4305  
1076 Email: [chase@hmrdr.net](mailto:chase@hmrdr.net)  
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1078 If to Hancock:

John Hancock Life Insurance Company (U.S.A.)  
c/o Hancock Farmland Services  
Attention: Mark Hutson  
301 East Main Street  
Turlock, CA 95380  
Telephone: 209.669.0742  
Email: [mhutson@hmrgr.com](mailto:mhutson@hmrgr.com)

1086 If to Vlot:

Dirk and Valerie Vlot  
Post Office Box 309  
Chowchilla, CA 93610  
Attention: Case Vlot  
Telephone:



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Email: cdvlot@msn.com

If to Cross Creek:

Cross Creek Farms  
Post Office Box 476  
Chowchilla, CA 93610  
Attention: Bouwdewyn Vlot  
Telephone:  
Email:

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h. Exhibits. The exhibits attached hereto and any other exhibits referred to in this Agreement are hereby incorporated in the terms of this Agreement as if set forth in full.

i. The Parties do agree as set forth hereinafter, and by execution hereof stipulate that there is full and adequate consideration for the terms and provisions of this Agreement, receipt of which is evidenced by execution hereof.


j. Memorandum of Agreement. The Parties shall execute, acknowledge and record in the Madera County, California, official records a memorandum of this Agreement.

k. Compromise. This Agreement is the result of a good faith compromise settlement of disputed claims, and this Agreement and the release contained herein shall not be taken or construed to be an admission of any liability, responsibility, fault or wrongdoing by any of the Parties hereto, each of whom continues to deny and disclaim any such liability, responsibility, fault or wrongdoing. Each of the Parties hereto is entering into this Agreement to avoid the expense, disruption and uncertainty of litigation.

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**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),**  
a Michigan corporation

By: **HANCOCK NATURAL RESOURCE GROUP, INC.**  
a Delaware corporation, its Investment Manager

By:   
\_\_\_\_\_  
Oliver S. Williams IV,  
Senior Vice-President

Owners of the real property described as the Hancock Property in Exhibit "C".



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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.

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STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )


On \_\_\_\_\_, 2017, 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.

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*Notary Public*

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\_\_\_\_\_  
DIRK J. VLOT, Joint Tenant

  
\_\_\_\_\_  
VALERIE J. VLOT, Joint Tenant

Owners of Vlot Property described in Exhibit "A"

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.

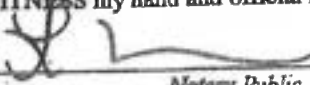
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STATE OF CALIFORNIA )  
COUNTY OF Madison )

On Oct 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Dirk J. Vlot 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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Madera }

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Valerie J. Vlot 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Handwritten Signature]

PLACE NOTARY SEAL ABOVE



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Bouwdewyn Vlot  
BOUWDEWYN VLOT, dba  
CROSS CREEK FARM or CROSS CREEK FARMS

Darcy Vlot  
DARCY VLOT/dba  
CROSS CREEK FARM or CROSS CREEK FARMS

Owners of the real property described in Exhibit "B" as the Cross Creek Farm Property

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.

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STATE OF CALIFORNIA )  
COUNTY OF Madison )

On Oct 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Bouwdewyn Vlot 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.  
[Signature]  
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Madera }

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Darcy Vlot 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE [Handwritten Signature]

PLACE NOTARY SEAL ABOVE

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**SAN LUIS CANAL COMPANY**

Dated:

*[Signature]*  
By: James Leroy Nickel, President

Dated:

*[Signature]*  
By: Tommy David Pruitt, Secretary

Owner of the real property described in Exhibit "D"

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.

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STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

On September 28, 2017, before me, Kristy Eppler, Notary Public, personally appeared James Leroy Nickel, Tommy David Pruitt 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.

*Kristy Eppler*  
Notary Public



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**HENRY MILLER RECLAMATION DISTRICT:**

Dated:

David Eugene Cadussi  
By: David Eugene Cadussi, President

Dated:

Gregory Lee Pearl  
By: Gregory Lee Pearl, Secretary

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.

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STATE OF CALIFORNIA )  
COUNTY OF Merced )

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On September 28, 2017, before me, Kristy Eppler, Notary Public, personally appeared David Eugene Cadussi Gregory Lee Pearl 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.

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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WITNESS my hand and official seal.

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Kristy Eppler  
Notary Public



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CENTRAL CALIFORNIA IRRIGATION DISTRICT

By: *James Binn*  
President

Attest: *Marlene Martin*  
Secretary

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Owners of the real property described in Exhibit "E".

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.

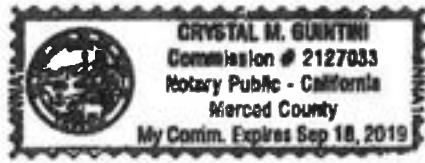
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STATE OF CALIFORNIA )  
COUNTY OF Merced )

On September 27, 2017, before me, Crystal M. Guntini, Notary Public, personally appeared James Damon, Marlene Martin 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.  
*Crystal M. Guntini*  
Notary Public





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**LIST OF EXHIBITS:**

EXHIBIT A	VLOT PROPERTY
EXHIBIT B	CROSS CREEK PROPERTY
EXHIBIT C	HANCOCK PROPERTY
EXHIBIT D	SLCC PROPERTY
EXHIBIT E	CCID PROPERTY
EXHIBIT F	MAP OF PROJECT
EXHIBIT G	DISTRIBUTION FACILITIES
EXHIBIT H	MAP OF PROJECT AREA
EXHIBIT I	RIVER CROSSING FACILITIES
EXHIBIT J	ADDITIONAL LANDOWNER AGREEMENT
EXHIBIT K	WAIVER OF STATUTE OF LIMITATIONS AGREEMENT

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF VLOT PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

All of the East half of Blocks 29 and 30, of Chowchilla Ranch Subdivision No. 5, as shown on that certain map entitled "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera Counties, California," according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

APN: 020-181-001

**PARCEL TWO:**

All of Block 34 and all that portion of Blocks 22 and 33 lying Southwesterly of the Northeasterly line of bypass of the Lower San Joaquin River Flood Control Project, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records

Excepting therefrom that certain parcel of land containing 76.40 acres, more or less, situated in the South half of Block 22, herein described, as granted by Deed dated February 11, 1963 from Elmer B Stone and wife, as to an undivided one-half interest and Vernon L Ashworth and wife, as to an undivided one-half interest to the Sacramento and San Joaquin Drainage District, its successors and assigns and those certain parcels of land containing a combined area of 118.32 acre, more or less, situated in Block 33 herein described as granted by Deed dated February 4, 1963 from Elmer B. Stone and wife, to the Sacramento and San Joaquin Drainage District, its successors and assigns, and both Deeds being recorded on May 21, 1963 in Book 868 of Official Records, at Pages 306 and 310, respectively.

APNs: 020-210-003, 020-150-013, 020-180-005

**PARCEL THREE:**

The East half of Block 15, the Northeast quarter of Block 21, the Southwest quarter of Block 14 and the West half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom that portion lying Southwesterly of the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

1419 Also Excepting therefrom that portion lying Northerly of the following described line Beginning at  
1420 a point in the North line of the South half of said Block 14, said point bears along said North line,  
1421 South 89°52'36" East 126.06 feet from the East quarter corner of said Block 15, said East quarter  
1422 corner being at coordinates Y=209 870 09 feet and X=1 997 259 58 feet, thence along a line  
1423 parallel with and 97 feet Southeasterly, measured at right angles from the centerline of the  
1424 Department of Public Works survey from 1 0 mile East of Route 33 (South) at Palm Avenue to the  
1425 Madera County line, road 10-Mer-152, the following courses (1) South 62°58'50" West 91.41 feet  
1426 and (2) South 62°58'11" West 1750.73 feet, thence (3) South 62°02'19" West 451.94 feet to the  
1427 Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River  
1428 Flood Control Project

1429  
1430 Also Excepting therefrom that portion lying within Merced County.

1431  
1432 APNs: 020-090-002, 020-110-001 & 9; 020-120-004

1433  
1434 **PARCEL FOUR:**

1435  
1436 All that portion of the East half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on  
1437 that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera  
1438 Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12  
1439 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps,  
1440 Merced County Records, described as follows Beginning at a point on the West line of said East  
1441 half which bears North 00°14'38" East 1720.74 feet from the South quarter corner of said Block 22,  
1442 thence along the Northeasterly boundary of the lands conveyed to the Sacramento and San Joaquin  
1443 Drainage District by Deed recorded September 4, 1963 in Book 877, Page 646 of Official Records  
1444 of Madera County, the following courses and distances South 89°45'22" East 40.00 feet, South  
1445 13°44'48" East 198.62 feet, South 49°49'38" East 1056.29 feet, South 44°50'16" East 884.25 feet,  
1446 North 44°09'44" East 8.00 feet, South 44°50'16" East 50.00 feet, and South 85°56'04" East 650.10  
1447 feet to a point on the North line of Avenue 21, said point bearing North 00°14'38" East 30 feet and  
1448 South 89°52'29" East 2097.86 feet from the South quarter corner of said Block 22, thence along the  
1449 North line of said Avenue 21, South 89°52'29" East 160.00 feet, thence North 00°07'31" East 5.00  
1450 feet, thence along a tangent curve to the left with a radius of 70 feet through a central angle of  
1451 106°01'04" an arc distance of 129.53 feet, thence South 74°06'27" West 137.60 feet, thence North  
1452 85°56'04" West 557.24 feet, thence North 56°47'52" West 95.17 feet, thence North 44°50'16" West  
1453 842.29 feet, thence North 40°49'38" West 1048.02 feet; thence North 13°44'48" West 198.62 feet,  
1454 thence North 40°49'38" West 102.53 feet to a point on the West line of said East half of Block 22,  
1455 thence along said West line South 00°14'38" West 91.56 feet to the point of beginning.

1456  
1457 APN: portion of 020-120-011

1458  
1459

1460 **PARCEL FIVE:**

1461 The Southeast quarter of Block 14 and the East half of Block 22, of Chowchilla Ranch Subdivision  
1462 No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch,  
1463 Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912  
1464 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5,  
1465 Page 30 of Maps, Merced County Records.

1466

1467 Excepting therefrom that portion of the Southeast quarter of said Block 22 conveyed to the  
1468 Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963 and recorded  
1469 September 4, 1963 in Book 877 of Official Records, Page 646, Madera County Records.

1470

1471 Also Excepting therefrom from said East half of Block 22 a strip of land described as follows  
1472 Beginning at a point on the West line of said East half which bears North 00°14'38" East 1720.74  
1473 feet from the South quarter corner of said Block 2, thence along the Northeasterly boundary of the  
1474 lands conveyed to the Sacramento and San Joaquin Drainage District by Deed recorded September  
1475 14, 1963 in Book 877 of Official Records, Page 646, Madera County Records, the following  
1476 courses and distances South 89°45'22" East 40.00 feet, South 13°44'48" East 198.62 feet, South  
1477 40°49'38" East 1056.29 feet, South 44°50'16" East 894.25 feet, North 44°09'44" East 8.00 feet,  
1478 South 44°50'16" East 50.00 feet, and South 85°56'04" East 650.10 feet to a point on the North line  
1479 of Avenue 21, said point bearing North 00°14'38" East 30 feet and South 89°52'29" East 2097.86  
1480 feet from the South quarter corner of said Block 22, thence along the North line of said Avenue 21,  
1481 South 89°52'29" East 160.00 feet, thence North 00°07'31" East 5.00 feet, thence along a tangent  
1482 curve to the left with a radius of 70 feet thorough a central angle of 106°01'04", an arc distance of  
1483 129.53 feet, thence South 74°06'27" West 137.60 feet, thence North 85°56'04" West 557.24 feet,  
1484 thence North 56°47'52" West 95.17 feet, thence North 44°50'16" West 842.29 feet; thence North  
1485 40°49'38" West 1048.02 feet, thence North 13°44'48" West 198.62 feet, thence North 40°49'38"  
1486 West 102.53 feet to a point on the West line of said East half of Block 22, thence along said West  
1487 line, South 00°14'38" West 91.56 feet to the point of beginning.

1488

1489 APN 020-090-003 and the remainder of APN 020-120-011

1490

1491 **PARCEL SIX:**

1492

1493 The North half of Block 22, of Chowchilla Ranch Subdivision No 4, as shown on that certain map  
1494 entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties,  
1495 California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps,  
1496 Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced  
1497 County Records Excepting therefrom from the Northwest quarter of said Block 22, that portion  
1498 conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963 and  
1499 recorded September 4, 1963 in Book 877 of Official Records, Page 646, Madera County Records.

1500

1501 APN 020-150-006 and portion of 020-150-010

1502

1503

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1507 **PARCEL 7:**

1508

1509 The North half of Block 23, of Chowchilla Ranch Subdivision No 4, as shown on that certain map  
1510 entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties,  
1511 California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps,  
1512 Madera County Records, and recorded September 11, 1912, in Book 5, Page 31 of Maps, Merced  
1513 County Records.

1514

1515 Excepting therefrom the North 1250 feet of said Block 23.

1516

1517 Also Excepting therefrom the Southwest quarter of the Southwest quarter of the Northwest quarter  
1518 of said Block 23, as conveyed to the Alview Union School District of Madera County by Deed  
1519 dated October 25, 1963 and recorded November 22, 1963 in Book 884 of Official Records, Page  
1520 273, Madera County Records.

1521

1522 APN 020-160-015

1523

1524 **PARCEL 8:**

1525

1526 All of Block 21, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled,  
1527 "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California",  
1528 according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera  
1529 County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County  
1530 Records.

1531

1532 Excepting therefrom that portion described as follows:

1533

1534 Beginning at the Southeast corner of said Block 21, thence along the South line of said Block South  
1535 89°31' West 5540.95 feet to the Southwest corner thereof, thence along the West line of said Block,  
1536 North 00°24' West 2808.75 feet; thence North 89°48' East 5530.85 feet to the East line of said  
1537 Block, thence along said East line South 00°36'30" East 2781,81 feet to the place of beginning.

1538

1539 Also Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded  
1540 March 17, 2000 as Document No. 2000-006137 of Official Records, Madera County Records.

1541

1542 APN. portion of 020-120-003

1543

1544 **PARCELS 9 AND 10 ARE EASEMENTS**

1545

1546 **PARCEL 11:**

1547

1548 All that portion of Block 21, of Chowchilla Ranch Subdivision No 4, as shown on that certain map  
1549 entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties,  
1550 California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps,  
1551 Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced  
1552 County Records, described as follows:

1553



1554 Beginning at the Southeast corner of said Block 21, thence along the South line of said Block South  
1555 89°31' West 5540.95 feet to the Southwest corner thereof, thence along the West line of said Block  
1556 North 00°24' West 2808.75 feet, thence North 89°48' East 5530.85 feet to the East line of said  
1557 Block, thence along said East line South 00°36'30" East 2781.81 feet to the place of beginning.

1558  
1559 Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded  
1560 November 26, 1958 in Book 730, Page 546 of Official Records, as Document No. 11227, Madera  
1561 County Records.

1562  
1563 Also Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded  
1564 March 17, 2000 as Document No 2000-006137 of Official Records, Madera County Records.

1565  
1566 APN: remainder of 020-120-003

1567  
1568 **PARCEL 12:**

1569  
1570 The Northeast quarter of Block 23, of Chowchilla Ranch Subdivision No 5, as shown on that  
1571 certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera  
1572 Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12  
1573 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps,  
1574 Merced County Records, lying Northerly of that portion conveyed to the Sacramento and San  
1575 Joaquin Drainage District by Deed dated April 5, 1963, and recorded September 4, 1963 in Book  
1576 877, Page 646 of Official Records, Madera County Records.

1577  
1578 APN: remainder of APN 020-150-010

1579  
1580 **PARCEL 13:**

1581  
1582 The East half of Block 24, of Chowchilla Ranch Subdivision No 5, as shown on that certain map  
1583 entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties,  
1584 California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps,  
1585 Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced  
1586 County Records.

1587  
1588 Excepting therefrom the North 30 feet of said East half of Block 24, as conveyed to the County of  
1589 Madera in Deed dated January 21, 1959 and recorded February 5, 1959 in Book 736 of Official  
1590 Records, Page 43, Madera County Records.

1591  
1592 APN 020-140-004

1593  
1594 **PARCEL WITHIN MADERA COUNTY & MERCED COUNTY:**

1595  
1596 **PARCEL 14:**

1597  
1598 The East half of Block 15, the Northeast quarter of Block 21, the Southwest quarter of Block 14 and  
1599 the West half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map  
1600 entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties,  
1601 California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps,

1602 Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced  
1603 County Records.  
1604  
1605 Excepting therefrom any portion lying with Madera County.  
1606  
1607 Also Excepting therefrom that portion lying Southwesterly of the Northeasterly boundary of the  
1608 right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.  
1609  
1610 Also Excepting therefrom that portion lying Northerly of the following described line:  
1611  
1612 Beginning at a point in the North line of the South half of said Block 14, said point bears along said  
1613 North line, South 89°52'36" East 126.06 feet from the East quarter corner of said Block 15, said  
1614 East quarter corner being at coordinates Y=209 870 09 feet and X=1 997 259 58 feet, thence along  
1615 a line parallel with and 97 feet Southeasterly, measured at right angles from the centerline of the  
1616 Department of Public Works survey from 1.0 mile East of Route 33 (South) at Palm Avenue to the  
1617 Madera County line, road 10-MER-152, the following courses (1) South 62°58'50" West 91.41 feet  
1618 and (2) South 62°58'11" West 1750.73 feet, thence (3) South 62°02'19" West 451.94 feet to the  
1619 Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River  
1620 Flood Control Project.  
1621  
1622 APN: 074-160-050  
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**EXHIBIT B**

**LEGAL DESCRIPTION OF CROSS CREEK PROPERTY**

APNs: 020-170-008, 020-200-001, 020-170-010 and 020-181-005

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

All that portion of Blocks 27 and 32 lying North of a line which is the Westerly extension of the South line of the North half of Blocks 31 and 32 lying within Madera County, California to the centerline of the San Joaquin River, all as shown on that certain map entitled "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera County, California", filed and recorded in the office of the County Recorder of Madera County, California on October 10, 1912 in Book 3, at Page 12 of Maps.

EXCEPTING THEREFROM said Block 27, that portion thereof containing 111.673 acres, more or less, described in Deed dated October 25, 1971, executed by Eleanor G. Stone, et al., to John Harman, Jr., recorded November 1, 1971, in Book 1105 of Official Records, at Page 102, as Instrument No. 13629.

APN: 020-170-008 AND 020-200-001

**PARCEL TWO:**

That portion of Block 27, in Township 10 South, Range 13 East, Mount Diablo Base and Meridian, according to "Map of Subdivision No. 5 of the Chowchilla Ranch," filed for record October 10, 1912 in Book 3, at Page 12 of Maps, Madera County records, described as follows:

Beginning at a point on the North line of said Block 27, that is South 89°32' West, 2427.0 feet from the Northeast corner thereof, said point beginning on the right bank of the San Joaquin River; thence North 89°32' East, 953.29 feet along the North line of said Block 27 to the Southwest corner of that certain 139.92 acre parcel of land conveyed to Hugo Harman and Alice F. Harman, by Deed recorded April 4, 1955 in Book 635 of Official Records, at page 89, Madera County Records; thence the following course and distances, along the centerline of the Fresno River Channel, South 9°40' East, 360.85 feet; South 6°25' East, 430.0 feet; South 13°31'40" East, 526.86 feet; South 06°35' East, 415.0 feet; South 10°56' East, 590.69 feet; thence South 06°33'40" West, 121.87 feet to the TRUE POINT OF BEGINNING; thence continuing South 06°33'40" West, 316.86 feet; thence South 01°34' West, 543.23 feet; thence leaving said Fresno River Channel, North 89°46'30" West, 2240.0 feet, more or less, to the right bank of the San Joaquin River; thence following the right bank of said San Joaquin River in its meander downstream, the following courses and distances: North 39°36'08" East, 165.90 feet; North 45°40'31" East, 140.32 feet; North 50°49'20" East, 587.92 feet; North 36°55'08" East, 130.49 feet; North 23°36'05" East, 87.03 feet; North 07°10'36" East, 115.07 feet; thence leaving said right river bank North 88°13'35" East, 1504.01 feet, to the true point of beginning.

APN: 020-170-010

1672 **PARCEL THREE:**

1673

1674 The Northwest Quarter of Block 30 and the North half of Block 31, of Chowchilla Ranch  
1675 Subdivision No. 5, as shown on that certain map entitled: Map of Subdivision No. 5 of the  
1676 Chowchilla Ranch, Merced and Madera Counties", filed and recorded in the Office of the County  
1677 Recorder of the County of Madera, State of California, October 10, 1912 in Book 3, at Page 12.

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1679 APN: 020-181-005

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**EXHIBIT C**  
**LEGAL DESCRIPTION OF HANCOCK PROPERTY**

**LEGAL DESCRIPTION OF  
TRIANGLE T WATER DISTRICT**

All that real property in the unincorporated area of the County of Madera, State of California, described as follows:

**PARCEL 1**

All that portion of the South half of Blocks 35 and 36 of Subdivision No. 4 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 11, Madera County Records, and all that portion of Blocks 4, 5, 8, 9, 10 and the West half of Block 11 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records, lying Northerly of and Easterly of the following described line:

Beginning at the Northwest corner of said Block 5, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said POINT OF BEGINNING, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal; thence along said canal centerline the following four courses, N.89°44'44"E. 5894.15 feet; thence S.74°58'00"E. 4591.36 feet; thence N.69°42'58"E. 2276.32 feet; thence N.58°12'23"E. 537.39 feet more or less to the southwesterly boundary of that parcel of land described as "Parcel 3265-A" in the deed recorded September 08, 1966 in Volume 970, Page 445, Madera County Official Records.

Excepting therefrom the said West half of Block 11 that portion thereof heretofore conveyed to the Sacramento and San Joaquin Drainage District by the Deed recorded September 8, 1966 in Volume 970 of Official Records, Page 445, Madera County Records, Instrument No. 12107.

APN's: 020-220-002, 021-130-005, 022-020-001 POR., 022-030-001, 022-100-002 POR., 022-110-001 POR., 022-120-001 POR., 022-130-007 POR.

Containing 1915.7± Acres

**PARCEL 2**

All that portion of Blocks 5, 6, 7, 8 and 17 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records, lying Westerly of the following described line:

Beginning at the Northwest corner of said Block 5, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said POINT OF BEGINNING, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal; thence along said canal centerline S.89°44'44"W. 714.62 feet; thence leaving said canal centerline, S.00°14'23"W. 5774.02 feet to the centerline of an existing canal; thence along said canal centerline N.33°47'35"W. 925.86



1733 feet; thence leaving said canal centerline N.89°31'42"W. 939.66 feet; thence N.45°42'37"W. 70.31 feet to a  
1734 point on the line established as the division line between Miller & Lux Incorporated, and Alexander B.  
1735 Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera  
1736 County Records, said point being marked with a 5/8" rebar tagged "LS 4298".  
1737

1738 **Together with** all that portion of Block 34 in Subdivision No. 5 of the Chowchilla Ranch, according to the  
1739 map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 12, Madera County Records, described  
1740 as follows:  
1741

1742 Beginning at the Northeast corner of said Block 34; thence S.01°25'00"E. 1228.80 feet along the east line of  
1743 said Block to a point on an East-West fence; thence along said fence the following courses: N.87°43'00"W.  
1744 102.15 feet; N.83°26'00"W. 948.00 feet; N.70°39'00"W. 637.50 feet; N.60°37'00"W. 937.75; N.72°32'00"W.  
1745 254.75 feet; N.84°18'00"W. 465.00 feet; N.21°29'00"W. 151.00 feet; and N.09°01'00"E. 156.5 feet to a point  
1746 on the North line of said Block 34; thence along said North line, N.89°28'00"E. 3167.00 feet to the POINT  
1747 OF BEGINNING.  
1748

1749 **Excepting therefrom** the said Blocks 6 and 7 that portion described as follows:  
1750

1751 Beginning at the Southwest corner of Block 7; thence along the South line of said Block N.89°29'00"E.  
1752 2390.40 feet to a fence corner; thence along a North-South fence the following five courses: N.02°05'00"W.  
1753 1906.00 feet; N.26°40'00"W. 1664.00 feet; N.12°53'00"W. 1877.75 feet to a point on the North line of Block  
1754 7; thence N.12°53'00"W. 4185.10 feet; thence N.87°43'00"W. 455.90 feet to a point on the West line of  
1755 Block 6 (which point bears S.01°25'00"E. 1228.80 feet from the Northwest corner of Block 6); thence along  
1756 the West line of Block 6, S.01°25'00"E. 4052.20 feet to the Southwest corner of Block 6; thence  
1757 S.01°25'00"E. 5298.20 feet along the West line of Block 7 to the POINT OF BEGINNING.  
1758

1759 **Also excepting therefrom** that portion, if any, of Blocks 7, 8 and 17 lying South and West of the lines  
1760 established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming and David  
1761 Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records.  
1762

1763 APN's: 022-010-003, 022-010-006, 022-010-005, 022-010-007, 022-020-001 POR., 022-090-006, 022-090-  
1764 004, 022-090-005, 022-100-004, 022-100-003, 022-100-002, POR., 022-170-004 POR.  
1765

1766 Containing 1734.6± Acres  
1767

### 1768 PARCEL 3

1769 All that portion of Blocks 8, 9, 10, the West half of Block 11, the West half of Block 14, Blocks 15, 16, 17,  
1770 18, 19 & 20, the West half of Block 21 and Blocks 26, 27 & 28 of Subdivision No. 3 of the Chowchilla  
1771 Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera  
1772 County Records lying Southerly and Easterly of the following described line:  
1773 Commencing at the Northwest corner of Block 5 of said Subdivision No. 3 of the Chowchilla Ranch, said  
1774 point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe;  
1775 thence from said point of commencement, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet;  
1776 thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet;  
1777 S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence  
1778 S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the  
1779 centerline of an existing canal and the POINT OF BEGINNING; thence along said canal centerline  
1780 S.89°44'44"W. 714.62 feet; thence leaving said canal centerline, S.00°14'23"W. 5774.02 feet to the  
1781 centerline of an existing canal; thence along said canal centerline N.33°47'35"W. 925.86 feet; thence leaving  
1782 said canal centerline N.89°31'42"W. 939.66 feet; thence N.45°42'37"W. 70.31 feet to a point on the line  
1783 established as the division line between Miller & Lux Incorporated, and Alexander B. Fleming and David  
1784

1785 Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said  
1786 point being marked with a 5/8" rebar tagged "LS 4298". Also, from said POINT OF BEGINNING,  
1787 proceeding along said centerline of canal the following four courses, N.89°44'44"E. 5894.15 feet; thence  
1788 S.74°58'00"E. 4591.36 feet; thence N.69°42'58"E. 2276.32 feet; thence N.58°12'23"E. 537.39 feet more or  
1789 less to the southwesterly boundary of that parcel of land described as "Parcel 3265-A" in the deed recorded  
1790 September 08, 1966 in Volume 970, Page 445, Madera County Official Records.

1791  
1792 **Excepting therefrom** all that portion of the West half of Block 14, Blocks 15, 19 & 20, the West half of  
1793 Block 21 and Blocks 26, 27 & 28 of Subdivision No. 3 of the Chowchilla Ranch, according to the map  
1794 thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records lying Southerly  
1795 and Easterly of the following described line:

1796  
1797 Beginning at a point on the line as established between Miller & Lux Incorporated, and Alexander B.  
1798 Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera  
1799 County Records, said point being in an existing East-West fence line and marked by a 5/8" rebar, tagged "LS  
1800 4298", said point bears S14°29'15"E 32,949.69 feet from the said Northwest corner of Block 5; thence from  
1801 said POINT OF BEGINNING, N.00°45'15"W. 14620.66 feet; thence S.89°59'43"E. 2647.24 feet; thence  
1802 S.89°41'12"E. 2664.61 feet; thence N.00°31'08"W. 1306.04 feet; thence S.89°39'28"E. 4394.30 feet; thence  
1803 N.00°27'35"W. 849.60 feet; thence N.83°59'44"E. 638.08 feet to the centerline of an existing canal; thence  
1804 along said canal centerline S.63°18'47"E. 326.92 feet to its intersection with the East line of the said West  
1805 half of Block 14, said point of intersection bears N.00°42'15"W. 778.83 feet from a 2" diameter iron pipe  
1806 marking the Southeast corner of the said West half of Block 14.

1807  
1808 **Also excepting therefrom** the said West half of Block 11 that portion thereof heretofore conveyed to the  
1809 Sacramento and San Joaquin Drainage District by the Deed recorded September 8, 1966 in Volume 970 of  
1810 Official Records, Page 445, Madera County Records, Instrument No. 12107.

1811  
1812 **Also excepting therefrom** that portion, if any, of Blocks 8, 17, 18, 27 and 28 lying South and West of the  
1813 said lines established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming  
1814 and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County  
1815 Records.

1816  
1817 **APN's:** 022-100-002 POR., 022-110-001 POR., 022-120-001 POR., 022-130-007 POR., 022-170-003 POR.,  
1818 022-170-004 POR., 022-170-005, 022-180-001, 022-190- 001, 022-200-008, 043-013-003, 043-013-005,  
1819 043-015-002, 043-015-004, 043-015-005, 043-021-001 POR., 043-023-004 POR., 043-023-003 POR., 043-  
1820 014-002, 043-016-002 POR., 043-016-004 POR., 043-016-003 POR., 043-022-002 POR., 043-061-004, 043-  
1821 063-002 POR., 043-064-003 POR., 043-064-004 POR.

1822  
1823 **Containing** 5039.9± Acres

1824  
1825 **PARCEL 4**

1826  
1827 **All that portion of the West half of Block 14, Blocks 15, 19 & 20, the West half of Block 21, the West half**  
1828 **of Block 24, Blocks 25, 26, 28 & 29 and the West half of Block 30 of Subdivision No. 3 of the Chowchilla**  
1829 **Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera**  
1830 **County Records lying Southerly and Easterly of the following described line:**

1831  
1832 Beginning at a point on the line as established between Miller & Lux Incorporated, and Alexander B.  
1833 Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera  
1834 County Records, said point being in an existing East-West fence line and marked by a 5/8" rebar, tagged "LS  
1835 4298", said point bears S14°29'15"E 32,949.69 feet from the said Northwest corner of Block 5; thence from  
1836 said POINT OF BEGINNING, N.00°45'15"W. 14620.66 feet; thence S.89°59'43"E. 2647.24 feet; thence

1837 S.89°41'12"E. 2664.61 feet; thence N.00°31'08"W. 1306.04 feet; thence S.89°39'28"E. 4394.30 feet; thence  
1838 N.00°27'35"W. 849.60 feet; thence N.83°59'44"E. 638.08 feet to the centerline of an existing canal; thence  
1839 along said canal centerline S.63°18'47"E. 326.92 feet to its intersection with the East line of the said West  
1840 half of Block 14, said point of intersection bears N.00°42'15"W. 778.83 feet from a 2" diameter iron pipe  
1841 marking the Southeast corner of the said West half of Block 14.  
1842

1843 **Excepting therefrom**, Beginning at the Northwest corner of said Block 24; thence S.00°00'52"E. along the  
1844 West line of said Block 24 a distance of 40.00 feet to the true Point of Beginning; thence S.00°00'52"E.  
1845 along the West line of said Block 24 a distance of 2600.83 feet to the West corner of said Block 24; thence  
1846 S.89°25'31"E. along the South line of the Northwest quarter of said Block 24 a distance of 980.78 feet;  
1847 thence N.00°01'28"E. a distance of 2601.15 feet to a point 40.00 feet South of the North line of said Block  
1848 24; thence N.89°26'43"W. parallel with the North line of said Block 24 a distance of 982.53 feet to the true  
1849 POINT OF BEGINNING.  
1850

1851 **Also excepting therefrom**, Beginning at the center of said Block 24; thence N.89°25'31"W. along the South  
1852 line of the Northwest quarter of said Block 24 a distance of 1660.17 feet; thence N.00°01'28"E. a distance of  
1853 2601.25 feet to a point 40.00 feet south of the North line of said Block 24; thence S.89°26'43"E. and parallel  
1854 with the North line of said Block 24 a distance of 1657.79 feet to a point on the East line of the Northwest  
1855 quarter of said Block 24, distant thereon S.00°01'42"E. 40.00 feet from the North quarter corner of said  
1856 Block 24, thence S.00°01'42"E. along the East line of the Northwest quarter of said Block 24 a distance of  
1857 2601.76 feet to the POINT OF BEGINNING.  
1858

1859 **Also excepting therefrom** that portion, if any, of Blocks 28, 29 and 30 lying South of the said lines  
1860 established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming and David  
1861 Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records.  
1862

1863 APN's: 043-021-001 POR., 043-023-004 POR., 043-023-003 POR., 043-016-002 POR., 043-016-003 POR.,  
1864 043-016-004 POR., 043-022-002 POR., 043-022-003, 043-024-004, 043-024-003, 043-063-003, 043-071-  
1865 001, 043-073-010, 043-064-004 POR., 043-072-001, 043-074-001  
1866

1867 Containing 3581.6± Acres  
1868

1869 **PARCEL 5**  
1870

1871 All those portions of lots 1246, 1247, 1248, 1249 and 1250 in Block 37, and of Lots 1269, 1270, 1271, 1272,  
1872 1273, 1274, 1275 and 1294 to 1301, inclusive, in Block 3, and of Lots 1293, 1302 and 1303 in Block 2 of  
1873 Dairyland Farms Subdivision No. 4, according to the map thereof recorded November 15, 1916 in Volume 4  
1874 of maps at pages 39 and 40, Madera County Records, which lie southerly and southwesterly of the  
1875 southwesterly line of the parcel of land designated parcel 3265-a described in the deed from Triangle T  
1876 Ranch, Inc., to the Sacramento and San Joaquin Drainage District recorded September 8, 1966 in Volume  
1877 970 of Official Records, page 445, Madera County records, instrument No. 12107.  
1878

1879 APNs 022-040-003; 022-050-006 and 021-130-008  
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**EXHIBIT D**  
**LEGAL DESCRIPTION OF SAN LUIS CANAL /**  
**HENRY MILLER RECLAMATION DISTRICT PROPERTY**

**ARROYO CANAL:**

That part of sections 12, 11, 10 and 3 of Township 11 South, Range 13 East, M.D.B.&M., Fresno County, California, as shown on the "Miller & Lux Subdivision" maps of said Sections, being more particularly described as follows:

**Part 1 of 4 Parts: The portion situated within said Section 12:** A strip of land, 216' wide, the north line of which is described as follows: Beginning at a point on the west of said Section 12, which bears North 0° 04' 00" East, a distance of 1317.50 feet from the southwest corner thereof; thence North 73° 38' 00" East, a distance of 244.65 feet; thence South 83° 33' 00" East, a distance of 175.00 feet; thence South 49° 12' 00" East, a distance of 115.00 feet; thence South 21° 41' 00" East, a distance of 195.00 feet; thence South 25° 50' 00" East, a distance of 150.00; thence South 40° 00' 00" East, a distance of 120.00 feet; thence South 67° 20' 00" East, a distance of 140.00 feet; thence South 77° 05' 00" East, a distance of 750.00 feet; thence, South 79° 10' 00" East, a distance of 440.00 feet; thence South 76° 50' 00" East, a distance of 425.00 feet to termination of said north line and strip at the west line of the Poso Canal. Containing 13.52 acres, more or less.

**Part 2 of 4 Parts: The portion situated within said Section 11:** A strip of land, 216' wide, the north line of which is described as follows: Beginning at a point on the east line of said Section 11, which bears North 0° 04' 00" East, a distance of 1317.50 feet from the southeast corner thereof; thence South 77° 40' 00" West, a distance of 175.00 feet; thence North 79° 10' 00" West, a distance of 350.00 feet; thence North 70° 07' 00" West, a distance of 337.85 feet; thence South 86° 35' 00" West, a distance of 225.00 feet; thence North 79° 25' 00" West, a distance of 285.00 feet; thence North 73° 25' 00" West, a distance of 210.00 feet; thence North 56° 46' 00" West, a distance of 900.00 feet; thence North 76° 56' 00" West, a distance of 250.00; thence North 47° 11' 00" West, a distance of 285.00 feet; thence North 81° 26' 00" west, a distance of 270.00 feet; thence North 87° 41' 00" West, a distance of 230.00 feet; thence North 68° 26' 00" West, a distance of 270.00 feet, thence North 45° 56' 00" West, a distance of 195.00 feet; thence North 32° 56' 00" West, a distance of 305.00 feet; thence North 82° 01' 00" West, a distance of 350.00 feet; thence North 53° 36' 00" West, a distance of 325.00 feet; thence North 88° 27' 00" West, a distance of 260.00 feet; thence North 65° 17' 00" West, a distance of 225.00 feet; thence North 77° 33' 00" West, a distance of 340.00 feet; thence North 75° 56' 30" West, a distance of 73.65 feet, to the termination of said north line and strip at the west line of said Section 11, which point bears South 00° 05' 30" East, a distance of 1948.61 feet from the northwest corner thereof. Containing 29.03 acres, more or less.

**Part 3 of 4 Parts: The portion situated within said Section 10:** A strip of land, 180' wide, the north line of which is described as follows: Beginning at a point on the east line of said Section 10, which bears South 00° 05' 30" East, a distance of 1948.61 feet from the northeast corner thereof; thence North 75° 56' 30" West, a distance of 30.02 feet; thence North 48° 43' 30" West, a distance of 144.69 feet; thence North 23° 12' 00" West, a distance of 260.09 feet; thence North 45° 46' 30" West, a distance of 313.78 feet; thence



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North 2° 47' 00" West, a distance of 423.98 feet; thence North 21° 15' 30" West, a distance of 1014.83 feet to the termination of said north line and strip at the north line of said Section 10, which point bears South 88° 43' 00" West, a distance of 849.60 feet from the northeast corner thereof. Containing 9.64 acres, more or less.

Part 4 of 4 Parts: The portion situated with said Section 3: A strip of land, 180' wide, the north line of which is described as follows: Beginning at a point on the south line of said Section 3, which point bears South 88° 43' 00" West, a distance of 849.60 feet from the southeast corner thereof; thence North 23° 49' 00" West, a distance of 584.06 feet, thence North 30° 20' 00" West, a distance of 194.03 feet; thence North 46° 43' 00" West, a distance of 667.77 feet; thence North 67° 39' 00" West, a distance of 807.81 feet; thence North 79° 46' 00" West, a distance of 1169.23 feet; thence North 72° 59' 00" West, a distance of 145.43 feet; thence North 49° 55' 00" West, a distance of 89.32 feet; thence North 35° 06' 00" West, a distance of 271.88 feet; thence North 52° 35' 00" West, a distance of 159.96 feet; thence North 83° 14' 00" West, a distance of 205.61 feet; thence South 84° 04' 00" West, a distance 112.82 feet; thence North 86° 09' 00" West, a distance of 85.63 feet; thence North 65° 26' 00" West, a distance of 90.90 feet; thence North 84° 29' 00" West, a distance of 95.13 feet; thence South 61° 44' 00" West, a distance of 142.48 feet; thence South 74° 47' 30" West, a distance of 86.94 feet; thence South 89° 25' 30" West, a distance of 69.57 feet; thence North 51° 11' 00" West, a distance of 82.33 feet; thence North 34° 39' 00" West, a distance 310.62 feet, to the termination of said north line and strip at a point which bears North 0° 06' 30" West, a distance of 2423.60 feet, and North 65° 51' 00" East, a distance of 4.87 feet, and North 65° 49' 00" East, a distance of 124.87 feet from the southwest corner of said Section 3. Containing 22.05 acres, more or less.



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**EXHIBIT E**  
**LEGAL DESCRIPTION OF CCID PROPERTY'**

LEGAL DESCRIPTION OF PORTION OF THE POSO CANAL

That part of sections 4, 5, and 9, Township 12 South., Range 14 East, M.D.B.&M., Sections 18, 19, 30, and 31, Township 11 South, Range 14 East, M.D.B.& M., Sections 1, 2, 12, and 13 Township 11 South, Range 13 East, M.D.B.&M., and Sections 28, 34 and 35, Township 10 South, Range 13 East, M.D.B.&M., within Fresno County, California, as shown on the "Miller & Lux Subdivision" maps of said Sections, and as described in the "Final Agreement of Sale and Purchase" between the San Joaquin Canal Company and Central California Irrigation District recorded January 25, 1954, in Book 3393, of Official Records, at Page 612, Fresno County Records, being more particularly described as follows:

A strip of land 110.0 feet in width, lying equally 55.0 feet on either side of and parallel to the center line of the Poso Canal, the westerly side of which strip of land is more particularly described as follows, to wit:

Beginning at a point on the north line of Section 9, Township 12, Range 14, which point is 150.10 feet east of the northwest corner of said Section 9; thence northeasterly and northwesterly 2150.0 feet, more or less, to a point on the west line of Section 4, Township 12, Range 14, which point is 1575.0 feet, more or less, north of the southwest corner of said Section 4; thence northwesterly and northeasterly 5650.0 feet, more or less, to a point on the north line of Section 5, Township 12, Range 14, which point is 1100.0 feet more or less, west of the northeast corner of said Section 5; thence northwesterly 7200.0 feet, more or less, to a point on the north line of Section 31, Township 11, Range 14, which point is 150.0 feet, more or less, west of the northeast corner of said Section 31; thence northwesterly 5900.0 feet, more or less, to a point on the north line of Section 30, Township 11, Range 14, which point is 1700.0 feet, more or less, west of the northeast corner of said Section 30; thence northwesterly 6400.0 feet, more or less, to a point on the north line of Section 19, Township 11, Range 14, which point is 500.0 feet, more or less, east of the northwest corner of said Section 19; thence northeasterly and northwesterly 4400.0 feet, more or less, to a point on the west line of Section 18, Township 11, Range 14, which point is 2368.55 feet north of the southwest corner of said Section 18, and containing 80.05 acres, more or less.

Also a strip of land 100.0 feet in width lying equally 50.0 feet on either side of and parallel to the center line of the Poso Canal, the southwesterly side of which strip of land is more particularly described as follows, to wit:

Beginning at a point on the east line of Section 13, Township 11, Range 13, which point is 2373.76 feet north of the southeast corner of said Section 13; thence westerly and northwesterly 3800.0 feet, more or less, to a point on the north line of said Section 13, which point is 2300.0 feet, more or less, west of the northeast corner of said Section 13; thence northerly and northwesterly 5830.0 feet, more or less, to a point on the north line of Section 12, Township 11, Range 13, which point is north 89° 25' east 1405.0 feet from the northwest corner of said Section 12; thence northerly and westerly 2752.20 feet to a point on the west line of Section 1, Township 11, Range 13, which point is due north 880.0 feet from

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the southwest corner of said Section 1; thence northerly and northwesterly 6919.10 feet to a point on the north line of Section 2, Township 11, Range 13, which point is north 89° 25' east 1642.90 feet from the northwest corner of said Section 1; thence northwesterly and southwesterly 2005.5 feet, more or less, to a point on the west line of Section 35, Township 10, Range 13, which point is north 0° 10' west 390.0 feet, more or less, from the southwest corner of said Section 35; thence westerly, northerly, southwesterly, westerly, northeasterly and northwesterly 9950.90 feet, more or less, to a point on the north line of Section 34, Township 10, Range 13, which point is north 89° 22' east 223.7 feet from the northwest corner of said Section 34; thence northwesterly and northeasterly 2590.0 feet, more or less, to a point on the east line of Section 28, Township 10, Range 13, which point is north 0° 09' west 2185.47 feet from the southwest corner of said Section 28, and which point is on or near the center line of Santa Rita Slough, containing 77.70 acres, more or less.



Figure 1-4 – Red Top Area Map

1-13- Environmental Assessment / Initial Study -

EXHIBIT F - MAP OF PROJECT AREA

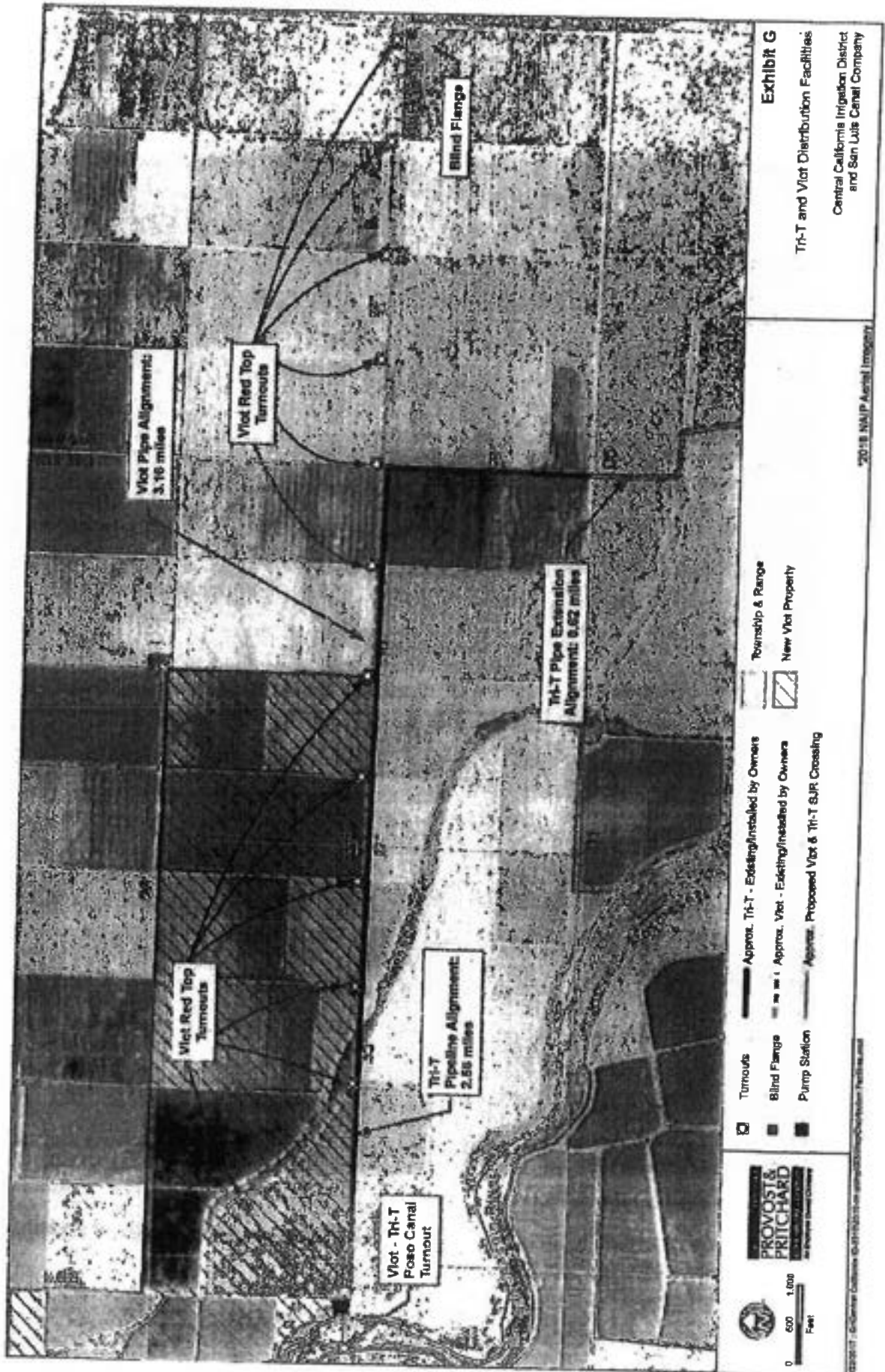


EXHIBIT G - DISTRIBUTION FACILITIES

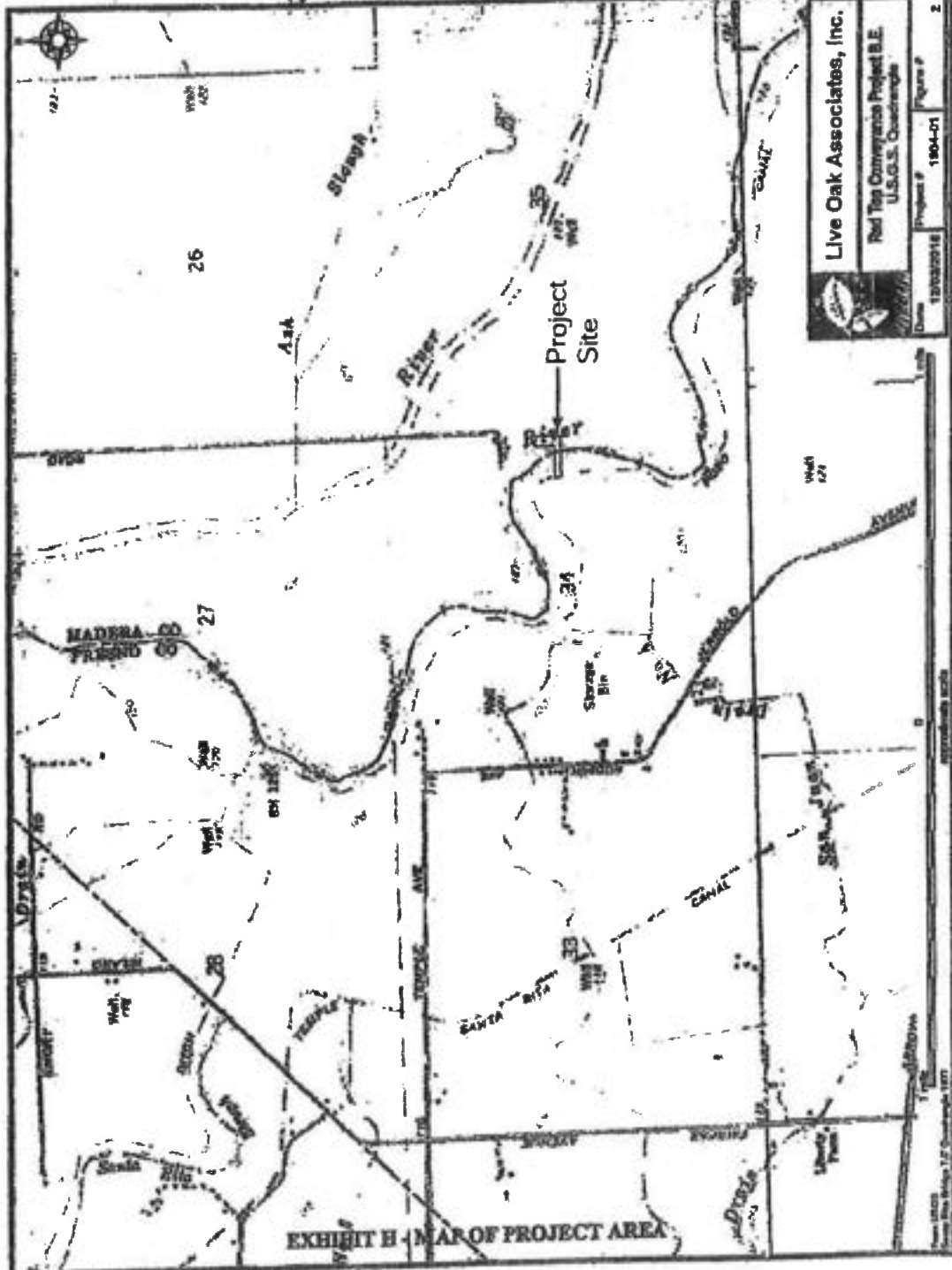


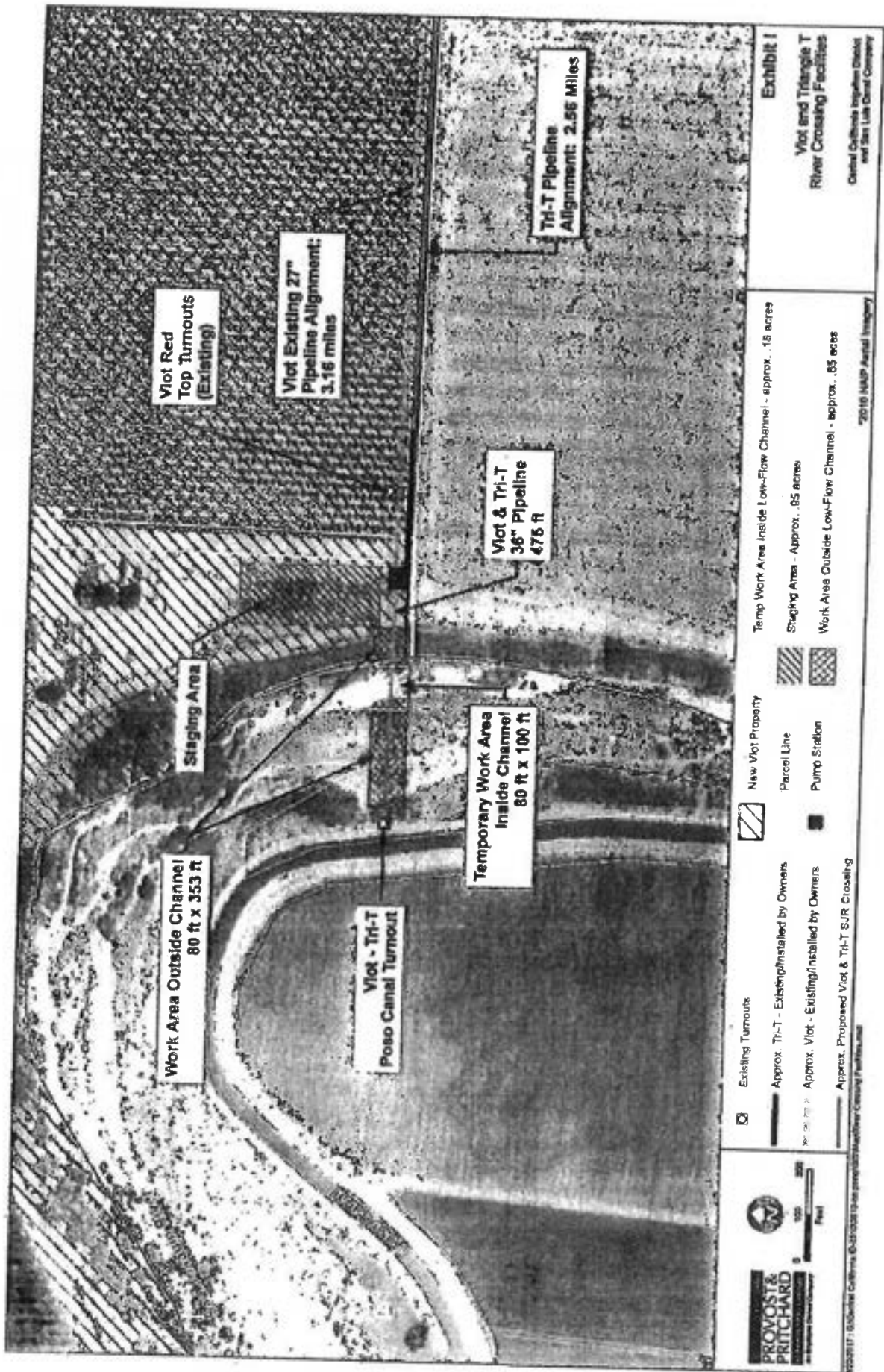
EXHIBIT H - MAP OF PROJECT AREA

**Live Oak Associates, Inc.**  
 Red Top Conveyance Project B.E.  
 U.S.G.S. Contouring

Date	12/22/2016	Project #	1804-01	Page #	2
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Scale 1:50,000  
 Santa Rita Range, T.2, S.2, R.17E





**Existing Turnouts**

- Approx. Tri-T - Existing/Installed by Owners
- Approx. Viot - Existing/Installed by Owners
- Approx. Proposed Viot & Tri-T SUR Crossing

**New Viot Property**

- Parcel Line
- Pump Station

Temp Work Area Inside Low-Flow Channel - approx. .18 acres

Staging Area - Approx. .65 acres

Work Area Outside Low-Flow Channel - approx. .65 acres

**2018 MAP Aerial Imagery**

**Exhibit I**

**Viot and Triangle T**

**River Crossing Facilities**

Central California Irrigation District  
and San Luis Canal Company

EXHIBIT I - RIVER CROSSING FACILITIES

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**EXHIBIT J  
ADDITIONAL LANDOWNER AGREEMENT  
IF ENTERED INTO IN CONFORMANCE  
WITH AGREEMENT TERMS**

**Additional landowner agreements will be prepared and executed  
and become Exhibits to this Agreement when and if such  
agreements are agreed and entered into**

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**EXHIBIT K**  
**WAIVER OF STATUTE OF LIMITATIONS AGREEMENT**

## AGREEMENT FOR WAIVER OF STATUTE OF LIMITATIONS

This Agreement for Waiver of Statute of Limitations ("Agreement") is entered into this 21<sup>st</sup> day of September, 2017 ("Effective Date") by and among CENTRAL CALIFORNIA IRRIGATION DISTRICT, an irrigation district formed and existing under Division 11 of the Water Code, and its landowners ("CCID"), SAN LUIS CANAL COMPANY, a mutual water company formed and existing under the laws of the State of California ("SLCC") and HENRY MILLER RECLAMATION DISTRICT, a reclamation district formed under the laws of the State of California ("HMRD") (SLCC and HMRD landowners are referred to collectively as "SLCC"), all collectively referred to as "Districts", and DIRK J. VLOT and VALERIE J. VLOT, as Joint Tenants ("Vlot"), BOUWDEWYN (CASE) VLOT and DARCY VLOT, doing business as and hereinafter identified as CROSS CREEK FARM ("Cross Creek"), and as JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan Corporation ("Hancock") (Collectively "Landowners"). The Districts, and Landowners are collectively referred to as the "Parties."

### RECITALS

1. The groundwater pumping practices of Landowners may be connected to land subsidence that has allegedly resulted in injuries to the real property, personal property, facilities, improvements, and lands of Districts.

2. Various sources of authority, including but not limited to California Code of Civil Procedure section 338, impose statute of limitations on numerous causes of actions for equitable and or legal remedies that could potentially be asserted by Districts against Landowners in litigation pursuant to the Landowners groundwater pumping practices and the alleged land subsidence and injuries that Districts have suffered as a result.

3. The Parties have the power to waive applicable statute of limitations and any defenses or allegations that may be asserted pursuant to them under California Code of Civil Procedure section 360.5 and any other applicable source of authority.
4. Vlot owns that real property located in Madera County, California consisting of approximately 1780 acres more particularly described in **EXHIBIT A** and depicted on **EXHIBIT F** to this Agreement ("**Vlot Property**").
5. Cross Creek owns that real property located in Madera County, California consisting of approximately 892 acres more particularly described in **EXHIBIT B** and depicted on **EXHIBIT F** to this Agreement ("**Cross Creek Property**").
6. Hancock owns that real property located in Madera County, California consisting of approximately 12,000 acres more particularly described in **EXHIBIT C** and depicted on **EXHIBIT F** to this Agreement ("**Hancock Property**").
7. SLCC receives its surface water supplies through the Arroyo Canal, the headworks for which are off of the San Joaquin River, just upstream of the Sack Dam, being more particularly described in **EXHIBIT D** and depicted in **EXHIBIT F** attached hereto. If subsidence continues unabated, SLCC's asserts that its diversion point will no longer be a functional gravity diversion, and all or some of the water diverted by SLCC would either have to be pumped at that location or at another location, or SLCC may have to go upstream in the San Joaquin River and construct a new gravity turnout with the associated canal system to tie into the existing Arroyo Canal downstream.
8. CCID owns and operates the Poso Canal, the portion of which is located west of the San Joaquin River being more particularly described in **EXHIBIT E** and depicted in **EXHIBIT F** attached hereto. CCID alleges that subsidence reduces the gravity flow capacity of



the Poso Canal and if left unchecked will impair the ability for the CCID to deliver water to more than 10,000 acres within its service area, or require substantial relocation and reconstruction and may require pumping of water to continue deliveries.

9. Concurrently, the Parties are negotiating and may enter into that Subsidence Control Measures Agreement dated \_\_\_\_\_, 2017 ("Subsidence Agreement") pursuant to which the Parties agree to undertake certain actions in an attempt to eliminate or reduce subsidence.

10. Since 2012, the Parties have been engaged in ongoing discussions and negotiations to understand the connection and degree of causation, if any, between groundwater pumping and land subsidence and alleged injuries of Districts, to understand the scope and severity of land subsidence and alleged injuries to Districts, and to reach a settlement between the Parties.

11. Since the early 2000s, the Landowners have continuously and repeatedly engaged in ongoing groundwater pumping to irrigate their crops. The ongoing and continuous process of physical events has resulted in land subsidence, damages, and injuries to Districts that have not stabilized since the early 2000's and which have not stabilized at the time of this Agreement and which continue to evolve. Nothing in this provision shall constitute a stipulation or admission by the Parties as to the cause of the subsidence or Districts' injuries, or the degree of connection, if any, between the Landowners' groundwater pumping and the subsidence and injuries of Districts. Instead, this provision is intended to reflect that the subsidence and alleged injuries of Districts did not stabilize and have not stabilized during the period.

12. From the time that the discussions and settlement negotiations began in 2012, both Parties have engaged in a substantial effort to understand the cause of subsidence, the injuries of Districts' facilities and operations allegedly resulting from subsidence, the location and types of

groundwater pumping allegedly contributing to the subsidence and injuries, and the alleged connection, if any, between the groundwater pumping of Landowners and the injuries of Districts, all in a collective effort to reach an amicable long-term solution and settlement. The effort to reach an amicable long-term solution and settlement between the Parties has included efforts to reduce or eliminate the land subsidence and alleged resulting injuries of Districts. In accordance with these efforts, both Parties have made representations and statements asserting their commitment to the objective of achieving an amicable settlement that reduces or eliminates the rate of land subsidence and the alleged injuries of Districts. All Parties have engaged in conduct that is consistent with their asserted commitment to the objective, and all Parties have relied on the representations, statements, assertions, and conduct of the other Parties in their decision to delay and potentially forego litigation.

Although discussions and settlement negotiations began in 2012, some of the Landowners' alleged groundwater pumping practices at issue commenced in the early 2000's and have been continuous and ongoing through the present time, and the alleged land subsidence and injuries of Districts did not stabilize during the period and have not stabilized through the present time.

**NOW THEREFORE, for full and valuable consideration, the receipt of which is hereby stipulated, the Parties hereby agree and stipulate to the following:**

1. Waiver. To the maximum extent permitted by law, the Parties hereby agree to give up, renounce, and waive any and all defenses asserting the statute of limitations or contesting the timeliness of any legal claim or cause of action for equitable and or legal relief that relates to the groundwater pumping of Landowners and any alleged resulting land subsidence and injuries of the Districts. This waiver includes but is not limited to a waiver by the Landowners of any

applicable statute of limitations to any causes of action asserted by the **Districts** against the **Landowners** for damages and injuries caused by the **groundwater** pumping practices of **Landowners**, to the **maximum extent** permitted by law.

2. The waiver of Paragraph 1 applies to any applicable statute of **limitations** or bar based on timeliness including but not limited to the waiver of any statute of **limitations** applicable under California Code of Civil Procedure section 338 to a cause of action by **Districts** against **Landowners**, and any other applicable statutory or common law **authority** applying a statute of limitations or **timeliness requirement** to a cause of action asserted by **Districts** against **Landowners**.

3. The waiver of Paragraph 1 shall include a waiver of the **maximum** duration and scope as is **permitted** by law, **including** the maximum **duration** and scope as is permitted under California Code of Civil Procedure section 360.5 or any other applicable authority that provides for a waiver of **greater** duration and or scope than **section 360.5**.

4. The term of this **Agreement** shall be for a period of four (4) years from the **Effective Date** ("Term"). As California Code of Civil Procedure section 360.5 requires renewal of statute of limitations **waivers** within four (4) years, the Parties hereby agree to meet and confer to discuss the renewal of this **Agreement** prior to the **expiration** of the Term in **accordance** with the four year limit imposed by California Code of Civil Procedure section 360.5. The Waiver shall be renewed and **extended** for a period of four (4) years and all Landowner parties shall sign a writing renewing and extending the Waiver at least three hundred and sixty five (365) days prior to the **Waivers expiration** date, and the Waiver's renewal and extension shall have the effect of **extending** and renewing the Waiver for an **additional** four (4) years from the date of its expiration, unless a Party provides the other Party with written notice of their intent to not renew the wavier at least three

hundred and sixty five (365) calendar days prior to the expiration of the waiver. Notwithstanding the foregoing, should any Nonrenewal Notice, as that term is defined in the Subsidence Agreement, be issued to terminate the Subsidence Agreement, this Agreement shall remain in effect and will not terminate until three hundred and sixty five (365) days after the effective termination of the Subsidence Agreement pursuant to that Nonrenewal Notice in order to provide for a reasonable time to commence court action or administrative proceedings related to the subject of the Waiver.

4.1 The Parties may, but shall not be obligated to, renew this Agreement and Waiver after the completion of two (2) consecutive four (4) year terms, or eight (8) consecutive years, and nothing in this Agreement shall be construed to obligate the Parties to do so. Nothing in this Agreement and Waiver shall be construed to declare and hold that the Parties' failure to renew this Agreement after the completion of two (2) consecutive four (4) year terms, or eight (8) consecutive years, to be a breach of the Subsidence Agreement or require or trigger the termination of the Subsidence Agreement.

5. The Parties agree that the waiver of Paragraph 1 shall be for the maximum extent permitted by law. The waiver shall include, but is not limited to, the period of January 1, 2013 through the present, during which the Districts allege substantial injuries resulting from the groundwater pumping practices of Landowners. To the extent the acts and conditions pursuant to California law shall be determined to be actionable and recoverable, but occurring or existing prior to January 1, 2013, those acts, conditions, damages, and injuries shall continue to be actionable, and not barred. Nothing herein shall serve to bar claims on damages arising from events or conditions that occurred prior to January 1, 2013 or to limit the effectiveness of this Agreement's waiver of statute of limitations for such claims.

6. If the waiver of Paragraph 1 is deemed invalid or inapplicable to any period of time by a Court of Law or administrative agency, then the waiver shall nevertheless be valid and fully applicable to any remaining time period for which the Court of law or administrative agency did not find its application to be unlawful.

7. By execution of this Agreement each of the **Districts** and **Landowners** on their behalf, and on behalf of any successors of those parties, stipulate and agree that nothing in this Agreement shall constitute an admission as to (1) the degree of any subsidence, (2) the cause of any subsidence, (3) the cause of any injuries of **Districts** and their successors, (4) any relationship between groundwater pumping of **Landowners** and any alleged subsidence and injuries of **Districts** and their respective successors, (5) the severity and degree of any subsidence and the alleged injuries of **Districts** and their successors or liability for alleged damages, and (6) any expenses, or costs incurred or to be incurred by the **Districts** and their successors. **Landowners** on their behalf and on behalf of any successors retain all their defenses, rights, and claims related to those subjects except those asserting that the statute of limitations, laches, or similar legal principles apply to bar any action for damages, injuries, liability, or equitable relief for acts or conditions relating to those specified in this Agreement. The Parties agree that the sole purpose of this Agreement shall be to waive, stay, and prevent the application of any statute of limitations or related legal doctrine or bar to the maximum extent permissible by law, in a court proceeding or administrative agency proceeding in which the **Districts** or their successors seek injunctive relief, damages, or similar relief or remedies against **Landowners** or their successors, and to the extent permissible, any other parties claimed to be responsible for those injuries or conditions affecting **Districts** or their landowner's properties.



**MISCELLANEOUS PROVISIONS:**

8. **Attorney Fees.** If it shall be necessary for any party hereto to commence legal action to enforce the terms or provisions of this Agreement, or a determination from Arbitration, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred, including the costs of any consultants or experts employed in the preparation and/or presentation of any evidence in such proceedings. It shall be a precondition of payment of such costs or expenses that the expert's or consultant information or evidence shall have been presented in any such proceeding or a precondition that the services of the attorney or costs associated with those services shall have been incurred in any open court proceeding. The costs of a prevailing party incurred in negotiations and discussions to settle a matter may be awarded by a court or arbitrator as specified under the terms of this Agreement.

9. **Admissibility.** No discussions and settlement negotiations between the Parties, including those referenced in this Agreement, shall be admissible in a court proceeding or an administrative proceeding between the Parties or their successors for the purpose of determining the degree of connection and causation and potential liability, if any, between the alleged injuries of Districts and the groundwater pumping of Landowners, or the Parties respective successors, but such discussions and negotiations shall be admissible for determining whether any timeliness or statute of limitations requirement bars a claim between the parties.

10. **Successors and Notice.** The Parties hereby agree that this Agreement shall be binding on all successors to the Parties. In the event that Landowners transfer any interest in their Lands to any third party, Landowners agree that this Agreement shall be binding on all such successors and Landowners shall obtain the written acceptance of this Agreement by the

successors as a condition and term of the transfer. Prior to the Landowners assignment or conveyance of any interest in the lands of Landowners, the Landowners agree to provide written notice to the Districts of such a transaction at least thirty (30) days prior to closing of the transaction and agree to inform the Districts in the notice of the identity and contact information of the successor party.

11. **Time**. Time is of the essence in the performance of each and every term of this Agreement.

12. **Entire Agreement**. This Agreement contains the full and entire agreement of the Parties. There are no other covenants, warranties or promises of the Parties other than are contained within the terms of this Agreement. This Agreement may not be modified or altered excepting by a writing duly executed by all Parties and indicating on its face an intention to amend or alter the terms of this Agreement.

13. **Specific Performance**. The Parties agree that the terms and provisions of this Agreement contain matters which may not be fully and adequately compensated upon breach by an award of damages by the arbitrator or a Court. The Parties stipulate that each of the matters contained within the terms of this Agreement may be made subject to a decree of specific performance, injunction, or an Arbitration order providing for substantially equivalent effect.

14. **Severability**. If any portion of this Agreement should be found by the Arbitrator or Court of law to be unenforceable, illegal or void, the Parties agree that the remaining terms and provisions of this Agreement shall remain in full force and effect.

15. **Waiver**. Each Party agrees that the failure to enforce or demand performance of a term of this Agreement shall not bar or estop the other Parties from insisting upon the performance hereafter of that term.

16. **Notice.** If this Agreement provides for service of notice, such notice shall be in writing, and shall be delivered personally, delivered by nationally recognized overnight courier service or sent by certified or registered mail, postage prepaid, or by electronic transmission (subject to confirmation of such email transmission). Any such notice or communication shall be deemed to have been given (i) when delivered, if personally delivered, (ii) three Business Days after it is deposited with a nationally recognized overnight courier service, if sent by nationally recognized overnight courier service, (iii) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by email after 5:00 p.m. (PT) on any Business Day or on any day other than a Business Day, or (iv) five Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid, in each case, to the following address or email address, or to such other address or addresses or facsimile number or numbers as such party may subsequently designate to the other Parties by notice given hereunder:

**If to Districts:**

Central California Irrigation District  
Attention: General Manger  
1335 West I Street  
Post Office Box 1231  
Los Banos, CA 93635  
Telephone: 209.826.1421  
Email: [cwhite@ccidwater.org](mailto:cwhite@ccidwater.org)

**With a copy to:**

Paul Minasian, Esq.  
Minasian, Meith, Sexton, Soares & Cooper, LLP.  
P.O. Box 1679  
Oroville, CA 95965  
[pminasian@minasianlaw.com](mailto:pminasian@minasianlaw.com)  
530-533-2885

San Luis Canal Company / Henry Miller Reclamation District  
Attention: General Manager  
11704 W. Henry Miller Avenue  
Dos Palos, CA 93620

Telephone: 209.387.4305  
Email: [chase@hmrdr.net](mailto:chase@hmrdr.net)

With a copy to:  
Arthur F. Godwin, Esq.  
Mason, Robbins, Browning & Godwin, LLP  
700 Loughborough Drive, Suite D / P O Box 2067  
Merced, CA 95344-0067  
Telephone: (209) 383-9334 (o)  
Email: [afg@mrgh.org](mailto:afg@mrgh.org)

If to Hancock:

John Hancock Life Insurance Company (U.S.A.)  
c/o Hancock Farmland Services  
Attention: Mark Hutson  
301 East Main Street  
Turlock, CA 95380  
Telephone: 209.669.0742  
Email: [mhutson@hnrj.com](mailto:mhutson@hnrj.com)

With a copy to:

Jeanne M. Zolezzi, Esq.  
Herum\Crabtree\Suntag  
5757 Pacific Avenue, Suite 222  
Stockton, CA 95207  
Telephone: (209) 472-7700  
Email: [jzolezzi@herumcrabtree.com](mailto:jzolezzi@herumcrabtree.com)

If to Vlot:

Dirk and Valerie Vlot  
Post Office Box 309  
Chowchilla, CA 93610  
Attention: Case Vlot  
Telephone:  
Email: [cdvlot@msn.com](mailto:cdvlot@msn.com)

If to Cross Creek:

Cross Creek Farms  
Post Office Box 476  
Chowchilla, CA 93610  
Attention: Bouwdewyn Vlot  
Telephone:  
Email:

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**DISTRICTS:**

CENTRAL CALIFORNIA IRRIGATION DISTRICT:

Dated: 9/27/17

By: [Signature]  
Marianne Martin, Secretary

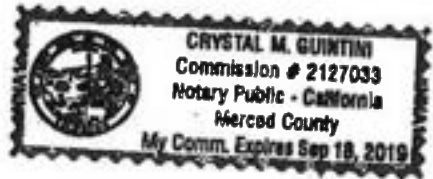
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF Merced )

On September 27, 2017, before me, Crystal M. Guintini, Notary Public, personally appeared James Obregon & Marianne Martin 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.  
Crystal M. Guintini  
Notary Public





SAN LUIS CANAL COMPANY:

Dated:

*[Signature]*  
By: James Leary Nickel, President

Dated:

*[Signature]*  
By: Tommy David Pruitt, Secretary

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.

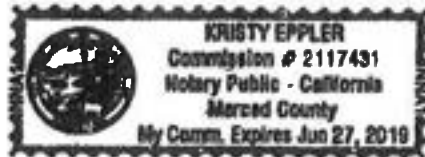
STATE OF CALIFORNIA )  
COUNTY OF Merced )

On September 29, 2017, before me, Kristy Eppler, Notary Public, personally appeared James Leary Nickel, Tommy David Pruitt 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.

*[Signature]*  
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 \_\_\_\_\_, 2017, 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*

HENRY MILLER RECLAMATION DISTRICT:

Dated:

David Eugene Carlucci  
By: David Eugene Carlucci, President

Dated:

Gregory Lee Pearl  
By: Gregory Lee Pearl, Secretary

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.

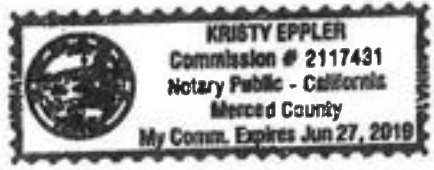
STATE OF CALIFORNIA )  
COUNTY OF Merced )

On September 28, 2017, before me, Kristy Eppler, Notary Public, personally appeared David Eugene Carlucci, Gregory Lee Pearl 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.

Kristy Eppler  
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 \_\_\_\_\_, 2017, 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*

**LANDOWNERS:**

Dated:

DIRK J. VLOT, Joint Tenant, Owner of Vlot property attached EXHIBIT A

VALERIE J. VLOT, Joint Tenant, Owner of Vlot property attached EXHIBIT A

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 Madison

On Oct 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Dirk J. Vlot who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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





CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Madera }

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Valerie J. Vlot 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

A handwritten signature in black ink, appearing to be "Lucia Molina", written over a horizontal line.

PLACE NOTARY SEAL ABOVE

Dated:

*Bouwdeyn Vlot*

BOUWDEWYN VLOT, as Owner of  
CROSS CREEK FARM or CROSS CREEK FARMS, described in EXHIBIT B

*Darcy Vlot*

DARCY VLOT, as Owner of  
CROSS CREEK FARM or CROSS CREEK FARMS, described in EXHIBIT B

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 Madura )

On Oct 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Bouwdeyn Vlot 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.

*[Signature]*  
\_\_\_\_\_  
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Madera }

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Darcy Vlot 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/hier/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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

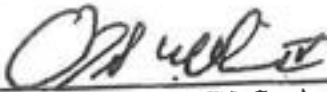
SIGNATURE 

PLACE NOTARY SEAL ABOVE

Dated:

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),**  
a Michigan corporation, as Owner of the HANCOCK REAL PROPERTY  
described in EXHIBIT C to this Agreement:

By: HANCOCK NATURAL RESOURCE GROUP, INC.  
a Delaware corporation, its Investment Manager

By:   
Oliver S. Williams IV, Senior Vice-President

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 \_\_\_\_\_, 2017, 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*

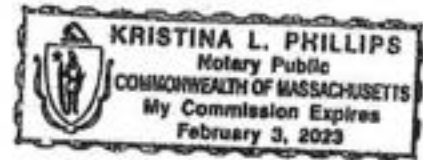
COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK )ss.  
)

On this 16<sup>th</sup> day of October, 2017, before me, the undersigned Notary Public, personally appeared Oliver S. Williams IV, Senior Vice President of Hancock Natural Resource Group, Inc. (the Company), proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document on behalf of the Company in my presence.

  
Notary Public

[OFFICIAL SEAL]

Print Name: Kristina L. Phillips



My Commission expires: February 3, 2023



**Index of Exhibits:**

- EXHIBIT A - Legal Description – Vlot Property**
- EXHIBIT B - Legal Description – Cross Creek Property**
- EXHIBIT C - Legal Description – Hancock Property**
- EXHIBIT D - Legal Description – SLCC’s Arroyo Canal headworks upstream of Sack Dam**
- EXHIBIT E - Legal Description – CCID Poso Canal**
- EXHIBIT F - Depiction of the Parties’ Properties**

## EXHIBIT A

### Legal Description of Vlot Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### PARCEL ONE:

All of the East half of Blocks 29 and 30, of Chowchilla Ranch Subdivision No. 5, as shown on that certain map entitled "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera Counties, California," according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

APN: 020-181-001

#### PARCEL TWO:

All of Block 34 and all that portion of Blocks 22 and 33 lying Southwesterly of the Northeasterly line of bypass of the Lower San Joaquin River Flood Control Project, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records

Excepting therefrom that certain parcel of land containing 76.40 acres, more or less, situated in the South half of Block 22, herein described, as granted by Deed dated February 11, 1963 from Elmer B Stone and wife, as to an undivided one-half interest and Vernon L Ashworth and wife, as to an undivided one-half interest to the Sacramento and San Joaquin Drainage District, its successors and assigns and those certain parcels of land containing a combined area of 118.32 acre, more or less, situated in Block 33 herein described as granted by Deed dated February 4, 1963 from Elmer B. Stone and wife, to the Sacramento and San Joaquin Drainage District, its successors and assigns, and both Deeds being recorded on May 21, 1963 in Book 868 of Official Records, at Pages 306 and 310, respectively.

APNs: 020-210-003, 020-150-013, 020-180-005

#### PARCEL THREE:

The East half of Block 15, the Northeast quarter of Block 21, the Southwest quarter of Block 14 and the West half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page

12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.  
Excepting therefrom that portion lying Southwesterly of the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

Also Excepting therefrom that portion lying Northerly of the following described line Beginning at a point in the North line of the South half of said Block 14, said point bears along said North line, South  $89^{\circ}52'36''$  East 126.06 feet from the East quarter corner of said Block 15, said East quarter corner being at coordinates  $Y=209\ 870\ 09$  feet and  $X=1\ 997\ 259\ 58$  feet, thence along a line parallel with and 97 feet Southeasterly, measured at right angles from the centerline of the Department of Public Works survey from 1 0 mile East of Route 33 (South) at Palm Avenue to the Madera County line, road 10-Mer-152, the following courses (1) South  $62^{\circ}58'50''$  West 91.41 feet and (2) South  $62^{\circ}58'11''$  West 1750.73 feet, thence (3) South  $62^{\circ}02'19''$  West 451.94 feet to the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project

Also Excepting therefrom that portion lying within Merced County.

APNs: 020-090-002, 020-110-001 & 9; 020-120-004

#### PARCEL FOUR:

All that portion of the East half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records, described as follows Beginning at a point on the West line of said East half which bears North  $00^{\circ}14'38''$  East 1720.74 feet from the South quarter corner of said Block 22, thence along the Northeasterly boundary of the lands conveyed to the Sacramento and San Joaquin Drainage District by Deed recorded September 4, 1963 in Book 877, Page 646 of Official Records of Madera County, the following courses and distances South  $89^{\circ}45'22''$  East 40.00 feet, South  $13^{\circ}44'48''$  East 198.62 feet, South  $49^{\circ}49'38''$  East 1056.29 feet, South  $44^{\circ}50'16''$  East 884.25 feet, North  $44^{\circ}09'44''$  East 8.00 feet, South  $44^{\circ}50'16''$  East 50.00 feet, and South  $85^{\circ}56'04''$  East 650.10 feet to a point on the North line of Avenue 21, said point bearing North  $00^{\circ}14'38''$  East 30 feet and South  $89^{\circ}52'29''$  East 2097.86 feet from the South quarter corner of said Block 22, thence along the North line of said Avenue 21, South  $89^{\circ}52'29''$  East 160.00 feet, thence North  $00^{\circ}07'31''$  East 5.00 feet, thence along a tangent curve to the left with a radius of 70 feet through a central angle of  $106^{\circ}01'04''$  an arc distance of 129.53 feet, thence South  $74^{\circ}06'27''$  West 137.60 feet, thence North  $85^{\circ}56'04''$  West 557.24 feet, thence North  $56^{\circ}47'52''$  West 95.17 feet, thence North  $44^{\circ}50'16''$  West 842.29 feet, thence North  $40^{\circ}49'38''$  West 1048.02 feet; thence North  $13^{\circ}44'48''$  West 198.62 feet, thence North  $40^{\circ}49'38''$  West 102.53 feet to a point on the West line of said East half of Block 22, thence along said West line South  $00^{\circ}14'38''$  West 91.56 feet to the point of beginning.

APN: portion of 020-120-011

**PARCEL FIVE:**

The Southeast quarter of Block 14 and the East half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom that portion of the Southeast quarter of said Block 22 conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963 and recorded September 4, 1963 in Book 877 of Official Records, Page 646, Madera County Records.

Also Excepting therefrom from said East half of Block 22 a strip of land described as follows Beginning at a point on the West line of said East half which bears North 00°14'38" East 1720.74 feet from the South quarter corner of said Block 2, thence along the Northeasterly boundary of the lands conveyed to the Sacramento and San Joaquin Drainage District by Deed recorded September 14, 1963 in Book 877 of Official Records, Page 646, Madera County Records, the following courses and distances: South 89°45'22" East 40.00 feet, South 13°44'48" East 198.62 feet, South 40°49'38" East 1056.29 feet, South 44°50'16" East 894.25 feet, North 44°09'44" East 8.00 feet, South 44°50'16" East 50.00 feet, and South 85°56'04" East 650.10 feet to a point on the North line of Avenue 21, said point bearing North 00°14'38" East 30 feet and South 89°52'29" East 2097.86 feet from the South quarter corner of said Block 22, thence along the North line of said Avenue 21, South 89°52'29" East 160.00 feet, thence North 00°07'31" East 5.00 feet, thence along a tangent curve to the left with a radius of 70 feet thorough a central angle of 106°01'04", an arc distance of 129.53 feet, thence South 74°06'27" West 137.60 feet, thence North 85°56'04" West 557.24 feet, thence North 56°47'52" West 95.17 feet, thence North 44°50'16" West 842.29 feet; thence North 40°49'38" West 1048.02 feet, thence North 13°44'48" West 198.62 feet, thence North 40°49'38" West 102.53 feet to a point on the West line of said East half of Block 22, thence along said West line, South 00°14'38" West 91.56 feet to the point of beginning.

APN 020-090-003 and the remainder of APN 020-120-011

**PARCEL SIX:**

The North half of Block 22, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records Excepting therefrom from the Northwest quarter of said Block 22, that portion conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963 and recorded September 4, 1963 in Book 877 of Official Records, Page 646, Madera County Records.

APN 020-150-006 and portion of 020-150-010

**PARCEL 7:**

The North half of Block 23, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912, in Book 5, Page 31 of Maps, Merced County Records.

Excepting therefrom the North 1250 feet of said Block 23.

Also Excepting therefrom the Southwest quarter of the Southwest quarter of the Northwest quarter of said Block 23, as conveyed to the Alview Union School District of Madera County by Deed dated October 25, 1963 and recorded November 22, 1963 in Book 884 of Official Records, Page 273, Madera County Records.

APN 020-160-015

**PARCEL 8:**

All of Block 21, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records.

Excepting therefrom that portion described as follows:

Beginning at the Southeast corner of said Block 21, thence along the South line of said Block South 89°31' West 5540.95 feet to the Southwest corner thereof, thence along the West line of said Block, North 00°24' West 2808.75 feet; thence North 89°48' East 5530.85 feet to the East line of said Block, thence along said East line South 00°36'30" East 2781,81 feet to the place of beginning.

Also Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded March 17, 2000 as Document No. 2000-006137 of Official Records, Madera County Records.

APN. portion of 020-120-003

**PARCELS 9 AND 10 ARE EASEMENTS**

**PARCEL 11:**

All that portion of Block 21, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page



11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records, described as follows:

**Beginning** at the Southeast corner of said Block 21, thence along the South line of said Block South 89°31' West 5540.95 feet to the Southwest corner thereof, thence along the West line of said Block North 00°24' West 2808.75 feet, thence North 89°48' East 5530.85 feet to the East line of said Block, thence along said East line South 00°36'30" East 2781.81 feet to the place of beginning.

Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded November 26, 1958 in Book 730, Page 546 of Official Records, as Document No. 11227, Madera County Records.

Also Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded March 17, 2000 as Document No 2000-006137 of Official Records, Madera County Records.

APN: remainder of 020-120-003

**PARCEL 12:**

The Northeast quarter of Block 23, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records, lying Northerly of that portion conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963, and recorded September 4, 1963 in Book 877, Page 646 of Official Records, Madera County Records.

APN: remainder of APN 020-150-010

**PARCEL 13:**

The East half of Block 24, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom the North 30 feet of said East half of Block 24, as conveyed to the County of Madera in Deed dated January 21, 1959 and recorded February 5, 1959 in Book 736 of Official Records, Page 43, Madera County Records.

APN 020-140-004

**PARCEL WITHIN MADERA COUNTY & MERCED COUNTY:**

**PARCEL 14:**

The East half of Block 15, the Northeast quarter of Block 21, the Southwest quarter of Block 14 and the West half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom any portion lying with Madera County.

Also Excepting therefrom that portion lying Southwesterly of the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

Also Excepting therefrom that portion lying Northerly of the following described line:

Beginning at a point in the North line of the South half of said Block 14, said point bears along said North line, South  $89^{\circ}52'36''$  East 126.06 feet from the East quarter corner of said Block 15, said East quarter corner being at coordinates  $Y=209\ 870\ 09$  feet and  $X=1\ 997\ 259\ 58$  feet, thence along a line parallel with and 97 feet Southeasterly, measured at right angles from the centerline of the Department of Public Works survey from 1.0 mile East of Route 33 (South) at Palm Avenue to the Madera County line, road 10-MER-152, the following courses (1) South  $62^{\circ}58'50''$  West 91.41 feet and (2) South  $62^{\circ}58'11''$  West 1750.73 feet, thence (3) South  $62^{\circ}02'19''$  West 451.94 feet to the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

APN: 074-160-050

## EXHIBIT B

### Legal Description – Cross Creek Property

APNs: 020-170-008, 020-200-001, 020-170-010 and 020-181-005

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### PARCEL ONE:

All that portion of Blocks 27 and 32 lying North of a line which is the Westerly extension of the South line of the North half of Blocks 31 and 32 lying within Madera County, California to the centerline of the San Joaquin River, all as shown on that certain map entitled "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera County, California", filed and recorded in the office of the County Recorder of Madera County, California on October 10, 1912 in Book 3, at Page 12 of Maps.

EXCEPTING THEREFROM said Block 27, that portion thereof containing 111.673 acres, more or less, described in Deed dated October 25, 1971, executed by Eleanor G. Stone, et al., to John Harman, Jr., recorded November 1, 1971, in Book 1105 of Official Records, at Page 102, as Instrument No. 13629.

APN: 020-170-008 AND 020-200-001

#### PARCEL TWO:

That portion of Block 27, in Township 10 South, Range 13 East, Mount Diablo Base and Meridian, according to "Map of Subdivision No. 5 of the Chowchilla Ranch," filed for record October 10, 1912 in Book 3, at Page 12 of Maps, Madera County records, described as follows:

Beginning at a point on the North line of said Block 27, that is South 89°32' West, 2427.0 feet from the Northeast corner thereof, said point beginning on the right bank of the San Joaquin River; thence North 89°32' East, 953.29 feet along the North line of said Block 27 to the Southwest corner of that certain 139.92 acre parcel of land conveyed to Hugo Harman and Alice F. Harman, by Deed recorded April 4, 1955 in Book 635 of Official Records, at page 89, Madera County Records; thence the following course and distances, along the centerline of the Fresno River Channel, South 9°40' East 360.85 feet; South 6°25' East, 430.0 feet; South 13°31'40" East, 526.86 feet; South 06°35' East, 415.0 feet; South 10°56' East, 590.69 feet; thence South 06°33'40" West, 121.87 feet to the TRUE POINT OF BEGINNING; thence continuing South 06°33'40" West, 316.86 feet; thence South 01°34' West, 543.23 feet; thence leaving said Fresno River Channel, North 89°46'30" West, 2240.0 feet, more or less, to the right bank of the San Joaquin River; thence following the right bank of said San Joaquin River in its meander downstream, the following courses and distances: North 39°36'08" East, 165.90 feet; North 45°40'31" East, 140.32 feet; North 50°49'20" East, 587.92 feet; North 36°55'08" East, 130.49 feet; North 23°36'05" East, 87.03 feet; North 07°10'36" East, 115.07 feet; thence leaving said right river bank North 88°13'35" East, 1504.01 feet, to the true point of beginning.

APN: 020-170-010

**PARCEL THREE:**

The Northwest Quarter of Block 30 and the North half of Block 31, of Chowchilla Ranch Subdivision No. 5, as shown on that certain map entitled: "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera Counties", filed and recorded in the Office of the County Recorder of the County of Madera, State of California, October 10, 1912 in Book 3, at Page 12.

APN: 020-181-005

## EXHIBIT C

### Legal Description – Hancock Property

#### LEGAL DESCRIPTION OF TRIANGLE T WATER DISTRICT

All that real property in the unincorporated area of the County of Madera, State of California, described as follows:

##### PARCEL 1

All that portion of the South half of Blocks 35 and 36 of Subdivision No. 4 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 11, Madera County Records, and all that portion of Blocks 4, 5, 8, 9, 10 and the West half of Block 11 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records, lying Northerly of and Easterly of the following described line:

Beginning at the Northwest corner of said Block 5, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said POINT OF BEGINNING, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal; thence along said canal centerline the following four courses, N.89°44'44"E. 5894.15 feet; thence S.74°58'00"E. 4591.36 feet; thence N.69°42'58"E. 2276.32 feet; thence N.58°12'23"E. 537.39 feet more or less to the southwesterly boundary of that parcel of land described as "Parcel 3265-A" in the deed recorded September 08, 1966 in Volume 970, Page 445, Madera County Official Records.

Excepting therefrom the said West half of Block 11 that portion thereof heretofore conveyed to the Sacramento and San Joaquin Drainage District by the Deed recorded September 8, 1966 in Volume 970 of Official Records, Page 445, Madera County Records, Instrument No. 12107.

APN's: 020-220-002, 021-130-005, 022-020-001 POR., 022-030-001, 022-100-002 POR., 022-110-001 POR., 022-120-001 POR., 022-130-007 POR.

Containing 1915.7± Acres

##### PARCEL 2

All that portion of Blocks 5, 6, 7, 8 and 17 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records, lying Westerly of the following described line:

Beginning at the Northwest corner of said Block 5, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said POINT OF BEGINNING, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence



S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal; thence along said canal centerline S.89°44'44"W. 714.62 feet; thence leaving said canal centerline, S.00°14'23"W. 5774.02 feet to the centerline of an existing canal; thence along said canal centerline N.33°47'35"W. 925.86 feet; thence leaving said canal centerline N.89°31'42"W. 939.66 feet; thence N.45°42'37"W. 70.31 feet to a point on the line established as the division line between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said point being marked with a 5/8" rebar tagged "LS 4298".

Together with all that portion of Block 34 in Subdivision No. 5 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 12, Madera County Records, described as follows:

Beginning at the Northeast corner of said Block 34; thence S.01°25'00"E. 1228.80 feet along the east line of said Block to a point on an East-West fence; thence along said fence the following courses: N.87°43'00"W. 102.15 feet; N.83°26'00"W. 948.00 feet; N.70°39'00"W. 637.50 feet; N.60°37'00"W. 937.75; N.72°32'00"W. 254.75 feet; N.84°18'00"W. 465.00 feet; N.21°29'00"W. 151.00 feet; and N.09°01'00"E. 156.5 feet to a point on the North line of said Block 34; thence along said North line, N.89°28'00"E. 3167.00 feet to the POINT OF BEGINNING.

Excepting therefrom the said Blocks 6 and 7 that portion described as follows:

Beginning at the Southwest corner of Block 7; thence along the South line of said Block N.89°29'00"E. 2390.40 feet to a fence corner; thence along a North-South fence the following five courses: N.02°05'00"W. 1906.00 feet; N.26°40'00"W. 1664.00 feet; N.12°53'00"W. 1877.75 feet to a point on the North line of Block 7; thence N.12°53'00"W. 4185.10 feet; thence N.87°43'00"W. 455.90 feet to a point on the West line of Block 6 (which point bears S.01°25'00"E. 1228.80 feet from the Northwest corner of Block 6); thence along the West line of Block 6, S.01°25'00"E. 4052.20 feet to the Southwest corner of Block 6; thence S.01°25'00"E. 5298.20 feet along the West line of Block 7 to the POINT OF BEGINNING.

Also excepting therefrom that portion, if any, of Blocks 7, 8 and 17 lying South and West of the lines established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records.

APN's: 022-010-003, 022-010-006, 022-010-005, 022-010-007, 022-020-001 POR., 022-090-006, 022-090-004, 022-090-005, 022-100-004, 022-100-003, 022-100-002, POR., 022-170-004 POR.

Containing 1734.6± Acres

### PARCEL 3

All that portion of Blocks 8, 9, 10, the West half of Block 11, the West half of Block 14, Blocks 15, 16, 17, 18, 19 & 20, the West half of Block 21 and Blocks 26, 27 & 28 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records lying Southerly and Easterly of the following described line:

Commencing at the Northwest corner of Block 5 of said Subdivision No. 3 of the Chowchilla Ranch, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said point of commencement, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01

feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal and the POINT OF BEGINNING; thence along said canal centerline S.89°44'44"W. 714.62 feet; thence leaving said canal centerline, S.00°14'23"W. 5774.02 feet to the centerline of an existing canal; thence along said canal centerline N.33°47'35"W. 925.86 feet; thence leaving said canal centerline N.89°31'42"W. 939.66 feet; thence N.45°42'37"W. 70.31 feet to a point on the line established as the division line between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said point being marked with a 5/8" rebar tagged "LS 4298". Also, from said POINT OF BEGINNING, proceeding along said centerline of canal the following four courses, N.89°44'44"E. 5894.15 feet; thence S.74°58'00"E. 4591.36 feet; thence N.69°42'58"E. 2276.32 feet; thence N.58°12'23"E. 537.39 feet more or less to the southwesterly boundary of that parcel of land described as "Parcel 3265-A" in the deed recorded September 08, 1966 in Volume 970, Page 445, Madera County Official Records.

Excepting therefrom all that portion of the West half of Block 14, Blocks 15, 19 & 20, the West half of Block 21 and Blocks 26, 27 & 28 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records lying Southerly and Easterly of the following described line:

Beginning at a point on the line as established between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said point being in an existing East-West fence line and marked by a 5/8" rebar, tagged "LS 4298", said point bears S14°29'15"E 32,949.69 feet from the said Northwest corner of Block 5; thence from said POINT OF BEGINNING, N.00°45'15"W. 14620.66 feet; thence S.89°59'43"E. 2647.24 feet; thence S.89°41'12"E. 2664.61 feet; thence N.00°31'08"W. 1306.04 feet; thence S.89°39'28"E. 4394.30 feet; thence N.00°27'35"W. 849.60 feet; thence N.83°59'44"E. 638.08 feet to the centerline of an existing canal; thence along said canal centerline S.63°18'47"E. 326.92 feet to its intersection with the East line of the said West half of Block 14, said point of intersection bears N.00°42'15"W. 778.83 feet from a 2" diameter iron pipe marking the Southeast corner of the said West half of Block 14.

Also excepting therefrom the said West half of Block 11 that portion thereof heretofore conveyed to the Sacramento and San Joaquin Drainage District by the Deed recorded September 8, 1966 in Volume 970 of Official Records, Page 445, Madera County Records, Instrument No. 12107.

Also excepting therefrom that portion, if any, of Blocks 8, 17, 18, 27 and 28 lying South and West of the said lines established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records.

APN's: 022-100-002 POR., 022-110-001 POR., 022-120-001 POR., 022-130-007 POR., 022-170-003 POR., 022-170-004 POR., 022-170-005, 022-180-001, 022-190-001, 022-200-008, 043-013-003, 043-013-005, 043-015-002, 043-015-004, 043-015-005, 043-021-001 POR., 043-023-004 POR., 043-023-003 POR., 043-014-002, 043-016-002 POR., 043-016-004 POR., 043-016-003 POR., 043-022-002 POR., 043-061-004, 043-063-002 POR., 043-064-003 POR., 043-064-004 POR.

Containing 5039.9± Acres

PARCEL 4

All that portion of the West half of Block 14, Blocks 15, 19 & 20, the West half of Block 21, the West half of Block 24, Blocks 25, 26, 28 & 29 and the West half of Block 30 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records lying Southerly and Easterly of the following described line:

Beginning at a point on the line as established between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said point being in an existing East-West fence line and marked by a 5/8" rebar, tagged "LS 4298", said point bears S14°29'15"E 32,949.69 feet from the said Northwest corner of Block 5; thence from said POINT OF BEGINNING, N.00°45'15"W. 14620.66 feet; thence S.89°59'43"E. 2647.24 feet; thence S.89°41'12"E. 2664.61 feet; thence N.00°31'08"W. 1306.04 feet; thence S.89°39'28"E. 4394.30 feet; thence N.00°27'35"W. 849.60 feet; thence N.83°59'44"E. 638.08 feet to the centerline of an existing canal; thence along said canal centerline S.63°18'47"E. 326.92 feet to its intersection with the East line of the said West half of Block 14, said point of intersection bears N.00°42'15"W. 778.83 feet from a 2" diameter iron pipe marking the Southeast corner of the said West half of Block 14.

Excepting therefrom, Beginning at the Northwest corner of said Block 24; thence S.00°00'52"E. along the West line of said Block 24 a distance of 40.00 feet to the true Point of Beginning; thence S.00°00'52"E. along the West line of said Block 24 a distance of 2600.83 feet to the West corner of said Block 24; thence S.89°25'31"E. along the South line of the Northwest quarter of said Block 24 a distance of 980.78 feet; thence N.00°01'28"E. a distance of 2601.15 feet to a point 40.00 feet South of the North line of said Block 24; thence N.89°26'43"W. parallel with the North line of said Block 24 a distance of 982.53 feet to the true POINT OF BEGINNING.

Also excepting therefrom, Beginning at the center of said Block 24; thence N.89°25'31"W. along the South line of the Northwest quarter of said Block 24 a distance of 1660.17 feet; thence N.00°01'28"E. a distance of 2601.25 feet to a point 40.00 feet south of the North line of said Block 24; thence S.89°26'43"E. and parallel with the North line of said Block 24 a distance of 1657.79 feet to a point on the East line of the Northwest quarter of said Block 24, distant thereon S.00°01'42"E. 40.00 feet from the North quarter corner of said Block 24, thence S.00°01'42"E. along the East line of the Northwest quarter of said Block 24 a distance of 2601.76 feet to the POINT OF BEGINNING.

Also excepting therefrom that portion, if any, of Blocks 28, 29 and 30 lying South of the said lines established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records.

APN's: 043-021-001 POR., 043-023-004 POR., 043-023-003 POR., 043-016-002 POR., 043-016-003 POR., 043-016-004 POR., 043-022-002 POR., 043-022-003, 043-024-004, 043-024-003, 043-063-003, 043-071-001, 043-073-010, 043-064-004 POR., 043-072-001, 043-074-001

Containing 3581.6± Acres

#### PARCEL 5

All those portions of lots 1246, 1247, 1248, 1249 and 1250 in Block 37, and of Lots 1269, 1270, 1271, 1272, 1273, 1274, 1275 and 1294 to 1301, inclusive, in Block 3, and of Lots 1293, 1302 and 1303 in Block 2 of Dairyland Farms Subdivision No. 4, according to the map thereof recorded November 15, 1916 in Volume

4 of maps at pages 39 and 40, Madera County Records, which lie southerly and southwesterly of the southwesterly line of the parcel of land designated parcel 3265-a described in the deed from Triangle T Ranch, Inc., to the Sacramento and San Joaquin Drainage District recorded September 8, 1966 in Volume 970 of Official Records, page 445, Madera County records, instrument No. 12107.

APNs 022-040-003; 022-050-006 and 021-130-008

## EXHIBIT D

### Legal Description – SLCC's Arroyo Canal headworks upstream of Sack Dam

#### ARROYO CANAL:

That part of sections 12, 11, 10 and 3 of Township 11 South, Range 13 East, M.D.B.&M., Fresno County, California, as shown on the "Miller & Lux Subdivision" maps of said Sections, being more particularly described as follows:

Part 1 of 4 Parts: The portion situated within said Section 12: A strip of land, 216' wide, the north line of which is described as follows: Beginning at a point on the west of said Section 12, which bears North 0° 04' 00" East, a distance of 1317.50 feet from the southwest corner thereof; thence North 73° 38' 00" East, a distance of 244.65 feet; thence South 83° 33' 00" East, a distance of 175.00 feet; thence South 49° 12' 00" East, a distance of 115.00 feet; thence South 21° 41' 00" East, a distance of 195.00 feet; thence South 25° 50' 00" East, a distance of 150.00; thence South 40° 00' 00" East, a distance of 120.00 feet; thence South 67° 20' 00" East, a distance of 140.00 feet; thence South 77° 05' 00" East, a distance of 750.00 feet; thence, South 79° 10' 00" East, a distance of 440.00 feet; thence South 76° 50' 00" East, a distance of 425.00 feet to termination of said north line and strip at the west line of the Poso Canal. Containing 13.52 acres, more or less.

Part 2 of 4 Parts: The portion situated within said Section 11: A strip of land, 216' wide, the north line of which is described as follows: Beginning at a point on the east line of said Section 11, which bears North 0° 04' 00" East, a distance of 1317.50 feet from the southeast corner thereof; thence South 77° 40' 00" West, a distance of 175.00 feet; thence North 79° 10' 00" West, a distance of 350.00 feet; thence North 70° 07' 00" West, a distance of 337.85 feet; thence South 86° 35' 00" West, a distance of 225.00 feet; thence North 79° 25' 00" West, a distance of 285.00 feet; thence North 73° 25' 00" West, a distance of 210.00 feet; thence North 56° 46' 00" West, a distance of 900.00 feet; thence North 76° 56' 00" West, a distance of 250.00; thence North 47° 11' 00" West, a distance of 285.00 feet; thence North 81° 26' 00" west, a distance of 270.00 feet; thence North 87° 41' 00" West, a distance of 230.00 feet; thence North 68° 26' 00" West, a distance of 270.00 feet, thence North 45° 56' 00" West, a distance of 195.00 feet; thence North 32° 56' 00" West, a distance of 305.00 feet; thence North 82° 01' 00" West, a distance of 350.00 feet; thence North 53° 36' 00" West, a distance of 325.00 feet; thence North 88° 27' 00" West, a distance of 260.00 feet; thence North 65° 17' 00" West, a distance of 225.00 feet; thence North 77° 33' 00" West, a distance of 340.00 feet; thence North 75° 56' 30" West, a distance of 73.65 feet, to the termination of said north line and strip at the west line of said Section 11, which point bears South 00° 05' 30" East, a distance of 1948.61 feet from the northwest corner thereof. Containing 29.03 acres, more or less.

Part 3 of 4 Parts: The portion situated within said Section 10: A strip of land, 180' wide, the north line of which is described as follows: Beginning at a point on the east line of said Section 10, which bears South 00° 05' 30" East, a distance of 1948.61 feet from the northeast corner thereof; thence North 75° 56' 30" West, a distance of 30.02 feet; thence North 48° 43' 30" West, a distance of 144.69 feet; thence North 23° 12' 00" West, a distance of 260.09 feet; thence North 45° 46' 30" West, a distance of 313.78 feet; thence North 2° 47' 00" West, a distance of 423.98 feet; thence North 21° 15' 30" West, a distance of 1014.83 feet to the termination of said north line and strip at the north line of said Section 10, which point bears South 88° 43' 00" West, a distance of 849.60 feet from the northeast corner thereof. Containing 9.64 acres, more or less.



Part 4 of 4 Parts: The portion situated with said Section 3: A strip of land, 180' wide, the north line of which is described as follows: Beginning at a point on the south line of said Section 3, which point bears South 88° 43' 00" West, a distance of 849.60 feet from the southeast corner thereof; thence North 23° 49' 00" West, a distance of 584.06 feet, thence North 30° 20' 00" West, a distance of 194.03 feet; thence North 46° 43' 00" West, a distance of 667.77 feet; thence North 67° 39' 00" West, a distance of 807.81 feet; thence North 79° 46' 00" West, a distance of 1169.23 feet; thence North 72° 59' 00" West, a distance of 145.43 feet; thence North 49° 55' 00" West, a distance of 89.32 feet; thence North 35° 06' 00" West, a distance of 271.88 feet; thence North 52° 35' 00" West, a distance of 159.96 feet; thence North 83° 14' 00" West, a distance of 205.61 feet; thence South 84° 04' 00" West, a distance 112.82 feet; thence North 86° 09' 00" West, a distance of 85.63 feet; thence North 65° 26' 00" West, a distance of 90.90 feet; thence North 84° 29' 00" West, a distance of 95.13 feet; thence South 61° 44' 00" West, a distance of 142.48 feet; thence South 74° 47' 30" West, a distance of 86.94 feet; thence South 89° 25' 30" West, a distance of 69.57 feet; thence North 51° 11' 00" West, a distance of 82.33 feet; thence North 34° 39' 00" West, a distance 310.62 feet, to the termination of said north line and strip at a point which bears North 0° 06' 30" West, a distance of 2423.60 feet, and North 65° 51' 00" East, a distance of 4.87 feet, and North 65° 49' 00" East, a distance of 124.87 feet from the southwest corner of said Section 3. Containing 22.05 acres, more or less.

## EXHIBIT E

### Legal Description – CCID Poso Canal

#### LEGAL DESCRIPTION OF PORTION OF THE POSO CANAL

That part of sections 4, 5, and 9, Township 12 South, Range 14 East, M.D.B.&M., Sections 18, 19, 30, and 31, Township 11 South, Range 14 East, M.D.B.& M., Sections 1, 2, 12, and 13 Township 11 South, Range 13 East, M.D.B.&M., and Sections 28, 34 and 35, Township 10 South, Range 13 East, M.D.B.&M., within Fresno County, California, as shown on the "Miller & Lux Subdivision" maps of said Sections, and as described in the "Final Agreement of Sale and Purchase" between the San Joaquin Canal Company and Central California Irrigation District recorded January 25, 1954, in Book 3393, of Official Records, at Page 612, Fresno County Records, being more particularly described as follows:  
A strip of land 110.0 feet in width, lying equally 55.0 feet on either side of and parallel to the center line of the Poso Canal, the westerly side of which strip of land is more particularly described as follows, to wit:

Beginning at a point on the north line of Section 9, Township 12, Range 14, which point is 150.10 feet east of the northwest corner of said Section 9; thence northeasterly and northwesterly 2150.0 feet, more or less, to a point on the west line of Section 4, Township 12, Range 14, which point is 1575.0 feet, more or less, north of the southwest corner of said Section 4; thence northwesterly and northeasterly 5650.0 feet, more or less, to a point on the north line of Section 5, Township 12, Range 14, which point is 1100.0 feet more or less, west of the northeast corner of said Section 5; thence northwesterly 7200.0 feet, more or less, to a point on the north line of Section 31, Township 11, Range 14, which point is 150.0 feet, more or less, west of the northeast corner of said Section 31; thence northwesterly 5900.0 feet, more or less, to a point on the north line of Section 30, Township 11, Range 14, which point is 1700.0 feet, more or less, west of the northeast corner of said Section 30; thence northwesterly 6400.0 feet, more or less, to a point on the north line of Section 19, Township 11, Range 14, which point is 500.0 feet, more or less, east of the northwest corner of said Section 19; thence northeasterly and northwesterly 4400.0 feet, more or less, to a point on the west line of Section 18, Township 11, Range 14, which point is 2368.55 feet north of the southwest corner of said Section 18, and containing 80.05 acres, more or less.

Also a strip of land 100.0 feet in width lying equally 50.0 feet on either side of and parallel to the center line of the Poso Canal, the southwesterly side of which strip of land is more particularly described as follows, to wit:

Beginning at a point on the east line of Section 13, Township 11, Range 13, which point is 2373.76 feet north of the southeast corner of said Section 13; thence westerly and northwesterly 3800.0 feet, more or less, to a point on the north line of said Section 13, which point is 2300.0 feet, more or less, west of the northeast corner of said Section 13; thence northerly and northwesterly 5830.0 feet, more or less, to a point on the north line of Section 12, Township 11, Range 13, which point is north 89° 25' east 1405.0 feet from the northwest corner of said Section 12; thence northerly and westerly 2752.20 feet to a point on the west line of Section 1, Township 11, Range 13, which point is due north 880.0 feet from the southwest corner of said Section 1; thence northerly and northwesterly 6919.10 feet to a point on the north line of Section 2, Township 11, Range 13, which point is north 89° 25' east 1642.90 feet from the northwest corner of said Section 1; thence northwesterly and southwesterly 2005.5 feet, more or less, to a point on the west line of Section 35, Township 10, Range 13, which point is north 0° 10' west 390.0 feet, more or less, from the southwest corner of said Section 35; thence westerly, northerly, southwesterly, westerly, northeasterly and northwesterly 9950.90 feet, more or less, to a point on the north line of Section 34, Township 10, Range 13, which point is north 89° 22' east 223.7 feet from the northwest

corner of said Section 34; thence northwesterly and northeasterly 2590.0 feet, more or less, to a point on the east line of Section 28, Township 10, Range 13, which point is north 0° 09' west 2185.47 feet from the southwest corner of said Section 28, and which point is on or near the center line of Santa Rita Slough, containing 77.70 acres, more or less.

**EXHIBIT F**

**Depletion of the Parties' Properties**

Recorded at the request of  
And when recorded return to:

MINASIAN, MEITH, SOARES,  
SEXTON & COOPER, LLP  
Attorneys at Law  
1681 Bird St., P.O. Box 1679  
Oroville, CA 95965  
Telephone: (530) 533-2885

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For Recorder's Use Only

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### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this 21<sup>th</sup> day of Sept., 2017 by and among the DIRK J. VLOT and VALERIE J. VLOT, as joint tenants, ("Vlot"), BOUWDEWYN (CASE) VLOT and DARCY VLOT, doing business as and hereinafter identified as CROSS CREEK FARM or CROSS CREEK FARMS ("Cross Creek"), JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation ("Hancock") (collectively "Landowners") and CENTRAL CALIFORNIA IRRIGATION DISTRICT, an irrigation district formed and existing under Division 11 of the Water Code ("CCID"), and the SAN LUIS CANAL COMPANY, a mutual water company formed and existing under the laws of the State of California ("SLCC") (collectively referred to as "Districts").

Each of Districts and Landowners hereby give notice that an agreement has been entered into binding upon Landowners and their successors in ownership and Districts and their successors in ownership as covenants running with the land which among other terms and conditions contained within the Subsidence Control Measures Agreement establishes certain




duties and responsibilities of Landowners and their successor and occupants of Landowners' lands described in Exhibits "A", "B", "C", "D" and "E" attached to this Memorandum in regard to (1) the amounts of groundwater which may be utilized from described aquifers underlying Landowners' real property, (2) provides for various measures to be undertaken and time frames for implementation of those measures to limit that amounts of water extracted from aquifers underlying Landowners' property, (3) establishes and provides for funding of an expert panel and compliance with that panels' findings and directions regarding issues related to groundwater use, (4) participation in Court or Administrative proceedings relating to groundwater underlying or in areas adjacent to Landowners' lands, (5) provides for availability of wheeling service for water through various facilities existing and owned by CCID, and (6) provides for waiver of statute of limitations that may apply for claims for damages to facilities or lands of Districts under certain limited terms and conditions.

2. The full terms and conditions of the Agreement and Exhibits thereto is a public record of CCID and copies may be obtained from the District.

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.),**  
a Michigan corporation

By: **HANCOCK NATURAL RESOURCE GROUP, INC.**  
a Delaware corporation, its Investment Manager

By:   
Oliver S. Williams IV,  
Senior Vice-President



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 \_\_\_\_\_, 2017, 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*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Madera }

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Valerie J. Vlot 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

A handwritten signature in cursive script, appearing to read "Lucia Molina", written over a horizontal line.

PLACE NOTARY SEAL ABOVE

*Dirk J. Vlot*  
DIRK J. VLOT, Joint Tenant

*Valerie J. Vlot*  
VALERIE J. VLOT, Joint Tenant

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 Madura )

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Dirk J. Vlot 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.  
*Lucia Molina*  
Notary Public





Bouwdewyn Vlot  
BOUWDEWYN VLOT, dba  
CROSS CREEK FARM or CROSS CREEK FARMS

Darcy Vlot  
DARCY VLOT, dba  
CROSS CREEK FARM or CROSS CREEK FARMS

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 Madera )

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Bouwdewyn Vlot 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.

Lucia Molina  
Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

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 Madera }

On October 3, 2017, before me, Lucia Molina, Notary Public, personally appeared Darcy Vlot 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

A handwritten signature in black ink, appearing to be "Lucia Molina", written over a solid horizontal line.

PLACE NOTARY SEAL ABOVE

**SAN LUIS CANAL COMPANY**

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

Its: James Leroy Nickel, President

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.

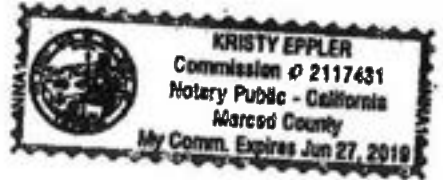
STATE OF CALIFORNIA )  
COUNTY OF Merced )

On September 28, 2017, before me, Kristy Epler, Notary Public, personally appeared James Leroy Nickel 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.

Kristy Epler  
Notary Public



CENTRAL CALIFORNIA IRRIGATION DISTRICT

By: [Signature]  
President

Attest: [Signature]  
Secretary

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 Merced )

On 9/27/17, 2017, before me, Crystal M. Guintini, Notary Public, personally appeared James Dyanjon & Marianne Martin 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.

[Signature]  
Notary Public



THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF  
MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

All of the East half of Blocks 29 and 30, of Chowchilla Ranch Subdivision No. 5, as shown on that certain map entitled "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera Counties, California," according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

APN: 020-181-001

**PARCEL TWO:**

All of Block 34 and all that portion of Blocks 22 and 33 lying Southwesterly of the Northeasterly line of bypass of the Lower San Joaquin River Flood Control Project, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records

Excepting therefrom that certain parcel of land containing 76.40 acres, more or less, situated in the South half of Block 22, herein described, as granted by Deed dated February 11, 1963 from Elmer B Stone and wife, as to an undivided one-half interest and Vernon L. Ashworth and wife, as to an undivided one-half interest to the Sacramento and San Joaquin Drainage District, its successors and assigns and those certain parcels of land containing a combined area of 118.32 acre, more or less, situated in Block 33 herein described as granted by Deed dated February 4, 1963 from Elmer B. Stone and wife, to the Sacramento and San Joaquin Drainage District, its successors and assigns, and both Deeds being recorded on May 21, 1963 in Book 868 of Official Records, at Pages 306 and

310, respectively.

APNs: 020-210-003, 020-150-013, 020-180-005



**PARCEL THREE:**

The East half of Block 15, the Northeast quarter of Block 21, the Southwest quarter of Block 14 and the West half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom that portion lying Southwesterly of the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

Also Excepting therefrom that portion lying Northerly of the following described line Beginning at a point in the North line of the South half of said Block 14, said point bears along said North line, South  $89^{\circ}52'36''$  East 126.06 feet from the East quarter corner of said Block 15, said East quarter corner being at coordinates  $Y=209\ 870\ 09$  feet and  $X=1\ 997\ 259\ 58$  feet, thence along a line parallel with and 97 feet Southeasterly, measured at right angles from the centerline of the Department of Public Works survey from 1 0 mile East of Route 33 (South) at Palm Avenue to the Madera County line, road 10-Mer-152, the following courses (1) South  $62^{\circ}58'50''$  West 91.41 feet and (2) South  $62^{\circ}58'11''$  West 1750.73 feet, thence (3) South  $62^{\circ}02'19''$  West 451.94 feet to the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project

Also Excepting therefrom that portion lying within Merced County.

APNs: 020-090-002, 020-110-001 & 9; 020-120-004

**PARCEL FOUR:**

All that portion of the East half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records, described as follows Beginning at a point on the West line of said East half which bears North  $00^{\circ}14'38''$  East 1720.74 feet from the South quarter corner of said Block 22, thence along the Northeasterly boundary of the lands conveyed to the Sacramento and San Joaquin Drainage District by Deed recorded September 4, 1963 in Book 877, Page 646 of Official Records of Madera County, the following courses and distances South  $89^{\circ}45'22''$  East

40.00 feet, South 13°44'48" East 198.62 feet, South 49°49'38" East 1056.29 feet, South 44°50'16" East 884.25 feet, North 44°09'44" East 8.00 feet, South 44°50'16" East 50.00 feet, and South 85°56'04" East 650.10 feet to a point on the North line of Avenue 21, said point bearing North 00°14'38" East 30 feet and South 89°52'29" East 2097.86 feet from the South quarter corner of said Block 22, thence along the North line of said Avenue 21, South 89°52'29" East 160.00 feet, thence North 00°07'31" East 5.00 feet, thence along a tangent curve to the left with a radius of 70 feet through a central angle of 106°01'04" an arc distance of 129.53 feet, thence South 74°06'27" West 137.60 feet, thence North 85°56'04" West 557.24 feet, thence North 56°47'52" West 95.17 feet, thence North 44°50'16" West 842.29 feet, thence North 40°49'38" West 1048.02 feet; thence North 13°44'48" West 198.62 feet, thence North 40°49'38" West 102.53 feet to a point on the West line of said East half of Block 22, thence along said West line South 00°14'38" West 91.56 feet to the point of beginning.

APN: portion of 020-120-011

**PARCEL FIVE:**

The Southeast quarter of Block 14 and the East half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom that portion of the Southeast quarter of said Block 22 conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963 and recorded September 4, 1963 in Book 877 of Official Records, Page 646, Madera County Records.

Also Excepting therefrom from said East half of Block 22 a strip of land described as follows Beginning at a point on the West line of said East half which bears North 00°14'38" East 1720.74 feet from the South quarter corner of said Block 2, thence along the Northeasterly boundary of the lands conveyed to the Sacramento and San Joaquin Drainage District by Deed recorded September 14, 1963 in Book 877 of Official Records, Page 646, Madera County Records, the following courses and distances South 89°45'22" East 40.00 feet, South 13°44'48" East 198.62 feet, South 40°49'38" East 1056.29 feet, South 44°50'16" East 894.25 feet, North 44°09'44" East 8.00 feet, South 44°50'16" East 50.00 feet, and South 85°56'04" East 650.10 feet to a point on the North line of Avenue 21, said point bearing North 00°14'38" East 30 feet and South 89°52'29" East 2097.86 feet from the South quarter corner of said Block 22, thence along the North line of said Avenue 21, South 89°52'29" East 160.00 feet, thence North 00°07'31" East 5.00 feet, thence along a tangent curve to the left with a radius of 70 feet thorough a central angle of 106°01'04", an arc distance of 129.53 feet, thence South 74°06'27" West 137.60 feet, thence North 85°56'04" West 557.24 feet, thence North 56°47'52" West 95.17 feet, thence North 44°50'16" West 842.29 feet; thence North 40°49'38" West 1048.02 feet, thence North 13°44'48" West 198.62 feet, thence North 40°49'38" West 102.53 feet to a point on the West line of said East half of Block 22, thence along said West line, South 00°14'38" West 91.56 feet to the point of beginning.

APN 020-090-003 and the remainder of APN 020-120-011

**PARCEL SIX:**

The North half of Block 22, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page

11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records Excepting therefrom from the Northwest quarter of said Block 22, that portion conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963 and recorded September 4, 1963 in Book 877 of Official Records, Page 646, Madera County Records.

APN 020-150-006 and portion of 020-150-010

**PARCEL 7:**

The North half of Block 23, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912, in Book 5, Page 31 of Maps, Merced County Records.

Excepting therefrom the North 1250 feet of said Block 23.

Also Excepting therefrom the Southwest quarter of the Southwest quarter of the Northwest quarter of said Block 23, as conveyed to the Alview Union School District of Madera County by Deed dated October 25, 1963 and recorded November 22, 1963 in Book 884 of Official Records, Page 273, Madera County Records.

APN 020-160-015

**PARCEL 8:**

All of Block 21, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records.

Excepting therefrom that portion described as follows:

Beginning at the Southeast corner of said Block 21, thence along the South line of said Block South 89°31' West 5540.95 feet to the Southwest corner thereof, thence along the West line of said Block, North 00°24' West 2808.75 feet; thence North 89°48' East 5530.85 feet to the East line of said Block, thence along said East line South 00°36'30" East 2781.81 feet to the place of beginning.

Also Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded March 17, 2000 as Document No. 2000-006137 of Official Records, Madera County Records.

APN. portion of 020-120-003

**PARCELS 9 AND 10 ARE EASEMENTS**

**PARCEL 11:**

All that portion of Block 21, of Chowchilla Ranch Subdivision No 4, as shown on that certain map entitled, "Map of Subdivision No 4 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 11 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 31 of Maps, Merced County Records, described as follows:

Beginning at the Southeast corner of said Block 21, thence along the South line of said Block South 89°31' West 5540.95 feet to the Southwest corner thereof, thence along the West line of said Block North 00°24' West 2808.75 feet, thence North 89°48' East 5530.85 feet to the East line of said Block, thence along said East line South 00°36'30" East 2781.81 feet to the place of beginning.

Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded November 26, 1958 in Book 730, Page 546 of Official Records, as Document No. 11227, Madera County Records.

Also Excepting therefrom all that portion conveyed to the County of Madera, by Deed recorded March 17, 2000 as Document No 2000-006137 of Official Records, Madera County Records.

APN: remainder of 020-120-003

**PARCEL 12:**



The Northeast quarter of Block 23, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records, lying Northerly of that portion conveyed to the Sacramento and San Joaquin Drainage District by Deed dated April 5, 1963, and recorded September 4, 1963 in Book 877, Page 646 of Official Records, Madera County Records.

APN: remainder of APN 020-150-010

**PARCEL 13:**

The East half of Block 24, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom the North 30 feet of said East half of Block 24, as conveyed to the County of Madera in Deed dated January 21, 1959 and recorded February 5, 1959 in Book 736 of Official Records, Page 43, Madera County Records.

APN 020-140-004

**PARCEL WITHIN MADERA COUNTY & MERCED COUNTY:**

**PARCEL 14:**

The East half of Block 15, the Northeast quarter of Block 21, the Southwest quarter of Block 14 and the West half of Block 22, of Chowchilla Ranch Subdivision No 5, as shown on that certain map entitled, "Map of Subdivision No 5 of The Chowchilla Ranch, Merced and Madera Counties, California", according to the map thereof recorded October 10, 1912 in Book 3, Page 12 of Maps, Madera County Records, and recorded September 11, 1912 in Book 5, Page 30 of Maps, Merced County Records.

Excepting therefrom any portion lying with Madera County.

Also Excepting therefrom that portion lying Southwesterly of the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

Also Excepting therefrom that portion lying Northerly of the following described line:

Beginning at a point in the North line of the South half of said Block 14, said point bears along said North line, South  $89^{\circ}52'36''$  East 126.06 feet from the East quarter corner of said Block 15, said East quarter corner being at coordinates  $Y=209\ 870\ 09$  feet and  $X=1\ 997\ 259\ 58$  feet, thence along a line parallel with and 97 feet Southeasterly, measured at right angles from the centerline of the Department of Public Works survey from 1.0 mile East of Route 33 (South) at Palm Avenue to the Madera County line, road 10-MER-152, the following courses (1) South  $62^{\circ}58'50''$  West 91.41 feet and (2) South  $62^{\circ}58'11''$  West 1750.73 feet, thence (3) South  $62^{\circ}02'19''$  West 451.94 feet to the Northeasterly boundary of the right of way for the Eastside Bypass of the Lower San Joaquin River Flood Control Project.

APN: 074-160-050

## **EXHIBIT B**

### **Legal Description – Cross Creek Property**

APNs: 020-170-008, 020-200-001, 020-170-010 and 020-181-005

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

#### **PARCEL ONE:**

All that portion of Blocks 27 and 32 lying North of a line which is the Westerly extension of the South line of the North half of Blocks 31 and 32 lying within Madera County, California to the centerline of the San Joaquin River, all as shown on that certain map entitled "Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera County, California", filed and recorded in the office of the County Recorder of Madera County, California on October 10, 1912 in Book 3, at Page 12 of Maps.

EXCEPTING THEREFROM said Block 27, that portion thereof containing 111.673 acres, more or less, described in Deed dated October 25, 1971, executed by Eleanor G. Stone, et al., to John Harman, Jr., recorded November 1, 1971, in Book 1105 of Official Records, at Page 102, as Instrument No. 13629.

APN: 020-170-008 AND 020-200-001

#### **PARCEL TWO:**

That portion of Block 27, in Township 10 South, Range 13 East, Mount Diablo Base and Meridian, according to "Map of Subdivision No. 5 of the Chowchilla Ranch," filed for record October 10, 1912 in Book 3, at Page 12 of Maps, Madera County records, described as follows:

Beginning at a point on the North line of said Block 27, that is South 89°32' West, 2427.0 feet from the Northeast corner thereof, said point beginning on the right bank of the San Joaquin River; thence North 89°32' East, 953.29 feet along the North line of said Block 27 to the Southwest corner of that certain 139.92 acre parcel of land conveyed to Hugo Harmen and Alice F. Harmen, by Deed recorded April 4, 1955 in Book 635 of Official Records, at page 89, Madera County Records; thence the following course and distances, along the centerline of the Fresno River Channel, South 9°40' East 360.85 feet; South 6°25' East, 430.0 feet; South 13°31'40" East, 526.86 feet; South 06°35' East, 415.0 feet; South 10°56' East,

590.69 feet; thence South 06°33'40" West, 121.87 feet to the TRUE POINT OF BEGINNING; thence continuing South 06°33'40" West, 316.86 feet; thence South 01°34' West, 543.23 feet; thence leaving said Fresno River Channel, North 89°46'30" West, 2240.0 feet, more or less, to the right bank of the San Joaquin River; thence following the right bank of said San Joaquin River in its meander downstream, the following courses and distances: North 39°36'08" East, 165.90 feet; North 45°40'31" East, 140.32 feet; North 50°49'20" East, 587.92 feet; North 36°55'08" East, 130.49 feet; North 23°36'05" East, 87.03 feet; North 07°10'36" East, 115.07 feet; thence leaving said right river bank North 88°13'35" East, 1504.01 feet, to the true point of beginning.

APN: 020-170-010

**PARCEL THREE:**

The Northwest Quarter of Block 30 and the North half of Block 31, of Chowchilla Ranch Subdivision No. 5, as shown on that certain map entitled: Map of Subdivision No. 5 of the Chowchilla Ranch, Merced and Madera Counties", filed and recorded in the Office of the County Recorder of the County of Madera, State of California, October 10, 1912 in Book 3, at Page 12.

APN: 020-181-005

## **EXHIBIT C**

### **Legal Description – Hancock Property**

#### **LEGAL DESCRIPTION OF TRIANGLE T WATER DISTRICT**

All that real property in the unincorporated area of the County of Madera, State of California, described as follows:

#### **PARCEL 1**

All that portion of the South half of Blocks 35 and 36 of Subdivision No. 4 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 11, Madera County Records, and all that portion of Blocks 4, 5, 8, 9, 10 and the West half of Block 11 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records, lying Northerly of and Easterly of the following described line:

Beginning at the Northwest corner of said Block 5, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said POINT OF BEGINNING, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal; thence along said canal centerline the following four courses, N.89°44'44"E. 5894.15 feet; thence S.74°58'00"E. 4591.36 feet; thence N.69°42'58"E. 2276.32 feet; thence N.58°12'23"E. 537.39 feet more or less to the southwesterly boundary of that parcel of land described as "Parcel 3265-A" in the deed recorded September 08, 1966 in Volume 970, Page 445, Madera County Official Records.

Excepting therefrom the said West half of Block 11 that portion thereof heretofore conveyed to the Sacramento and San Joaquin Drainage District by the Deed recorded September 8, 1966 in Volume 970 of Official Records, Page 445, Madera County Records, Instrument No. 12107.

APN's: 020-220-002, 021-130-005, 022-020-001 POR., 022-030-001, 022-100-002 POR., 022-110-001 POR., 022-120-001 POR., 022-130-007 POR.

Containing 1915.7± Acres

**PARCEL 2**

All that portion of Blocks 5, 6, 7, 8 and 17 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records, lying Westerly of the following described line:

Beginning at the Northwest corner of said Block 5, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said POINT OF BEGINNING, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal; thence along said canal centerline S.89°44'44"W. 714.62 feet; thence leaving said canal centerline, S.00°14'23"W. 5774.02 feet to the centerline of an existing canal; thence along said canal centerline N.33°47'35"W. 925.86 feet; thence leaving said canal centerline N.89°31'42"W. 939.66 feet; thence N.45°42'37"W. 70.31 feet to a point on the line established as the division line between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said point being marked with a 5/8" rebar tagged "LS 4298".

Together with all that portion of Block 34 in Subdivision No. 5 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 12, Madera County Records, described as follows:

Beginning at the Northeast corner of said Block 34; thence S.01°25'00"E. 1228.80 feet along the east line of said Block to a point on an East-West fence; thence along said fence the following courses: N.87°43'00"W. 102.15 feet; N.83°26'00"W. 948.00 feet; N.70°39'00"W. 637.50 feet; N.60°37'00"W. 937.75; N.72°32'00"W. 254.75 feet; N.84°18'00"W. 465.00 feet; N.21°29'00"W. 151.00 feet; and N.09°01'00"E. 156.5 feet to a point on the North line of said Block 34; thence along said North line, N.89°28'00"E. 3167.00 feet to the POINT OF BEGINNING.

Excepting therefrom the said Blocks 6 and 7 that portion described as follows:

Beginning at the Southwest corner of Block 7; thence along the South line of said Block N.89°29'00"E. 2390.40 feet to a fence corner; thence along a North-South fence the following five courses: N.02°05'00"W. 1906.00 feet; N.26°40'00"W. 1664.00 feet; N.12°53'00"W. 1877.75 feet to a point on the North line of Block 7; thence N.12°53'00"W. 4185.10 feet; thence N.87°43'00"W. 455.90 feet to a point on the West line of Block 6 (which point bears S.01°25'00"E. 1228.80 feet from the Northwest corner of Block 6); thence along the West line of Block 6, S.01°25'00"E. 4052.20 feet to the Southwest corner of Block 6; thence S.01°25'00"E. 5298.20 feet along the West line of Block 7 to the POINT OF BEGINNING.



Also excepting therefrom that portion, if any, of Blocks 7, 8 and 17 lying South and West of the lines established as the division lines between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records.

APN's: 022-010-003, 022-010-006, 022-010-005, 022-010-007, 022-020-001 POR., 022-090-006, 022-090-004, 022-090-005, 022-100-004, 022-100-003, 022-100-002, POR., 022-170-004 POR.

Containing 1734.6± Acres

### PARCEL 3

All that portion of Blocks 8, 9, 10, the West half of Block 11, the West half of Block 14, Blocks 15, 16, 17, 18, 19 & 20, the West half of Block 21 and Blocks 26, 27 & 28 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records lying Southerly and Easterly of the following described line:

Commencing at the Northwest corner of Block 5 of said Subdivision No. 3 of the Chowchilla Ranch, said point also being the Southwest corner of said Block 35, said point being marked by a 2" diameter iron pipe; thence from said point of commencement, N.90°00'00"E. 13.92 feet; thence S.00°05'39"E. 574.85 feet; thence S.25°44'03"E. 556.00 feet; thence S.33°09'25"E. 1288.50 feet; thence S.24°09'39"E. 1390.01 feet; S.46°42'20"E. 580.49 feet; thence S.79°27'25"E. 311.23 feet; thence S.55°22'21"E. 327.06 feet; thence S.60°42'41"E. 531.38 feet; thence S.55°02'03"E. 1696.87 feet; thence S.52°49'48"E. 596.04 feet to the centerline of an existing canal and the POINT OF BEGINNING; thence along said canal centerline S.89°44'44"W. 714.62 feet; thence leaving said canal centerline, S.00°14'23"W. 5774.02 feet to the centerline of an existing canal; thence along said canal centerline N.33°47'35"W. 925.86 feet; thence leaving said canal centerline N.89°31'42"W. 939.66 feet; thence N.45°42'37"W. 70.31 feet to a point on the line established as the division line between Miller & Lux Incorporated, and Alexander B. Fleming and David Johnson, by Deeds recorded in Volume 29 of Deeds, at Pages 389 and 393, Madera County Records, said point being marked with a 5/8" rebar tagged "LS 4298". Also, from said POINT OF BEGINNING, proceeding along said centerline of canal the following four courses, N.89°44'44"E. 5894.15 feet; thence S.74°58'00"E. 4591.36 feet; thence N.69°42'58"E. 2276.32 feet; thence N.58°12'23"E. 537.39 feet more or less to the southwesterly boundary of that parcel of land described as "Parcel 3265-A" in the deed recorded September 08, 1966 in Volume 970, Page 445, Madera County Official Records.

Excepting therefrom all that portion of the West half of Block 14, Blocks 15, 19 & 20, the West half of Block 21 and Blocks 26, 27 & 28 of Subdivision No. 3 of the Chowchilla Ranch, according to the map thereof recorded October 10, 1912 in Volume 3 of Maps at Page 10, Madera County Records lying Southerly and Easterly of the following described line: