

FIRST AMENDED AND RESTATED**JOINT WATER MANAGEMENT EXCHANGE AGREEMENT**

This First Amended and Restated Joint Water Management Exchange Agreement (“Agreement”), originally dated as of July 22, 2008, and now amended and restated, is dated made and effective as of February 10, 2026, by and is between Arvin-Edison Water Storage District (“District”), a California water storage district duly organized under Division 14 of California Water Code, and the County of Fresno, a political subdivision of the State of California (“County”). District and County may be referred to individually as a “party” or collectively as “parties.”

Recitals

A. WHEREAS, County is a party to a Repayment Contract with the United States Department of the Interior, Bureau of Reclamation (“Reclamation”) for the provision of up to three thousand (3,000) acre-feet per water year of Central Valley Project – Shasta System Cross Valley Division water (Contract No. 14-06-200-8292A-IR5-P) and an accompanying Contract among the Department of Water Resources and Reclamation for conveyance of such water (see County Resolution No. 21-300 and 21-301), or renewals thereof, delivered historically through the Cross Valley Canal (collectively, the “County CVC Supply”); and

B. WHEREAS, County holds an interest in the Cross Valley Canal and related facilities (the “County CVC Supply Facilities”) and certain power contract rights through the Western Area Power Administration (“WAPA Power Contract”) currently administered through the Power and Water Resources Pooling Authority (“PWRPA”); and

C. WHEREAS, the County CVC Supply is available from time to time in the California Delta from the Central Valley Project (“CVP”), for delivery in the California Aqueduct; and, in order to be used and conveyed to the County at Millerton Lake, it must be captured, stored, regulated, and exchanged; and

D. WHEREAS, the District is a party to a Repayment Contract with Reclamation for forty thousand (40,000) acre-feet of Class 1 water and up to three hundred eleven thousand six hundred seventy five (311,675) acre-feet of Class 2 water per water year from the Friant Division

1 of the CVP (Contract No. 14-06-200-229AD14-06-200-229A-LTR1) (“District CVP Supply”), both
2 classes of supply with established Municipal and Industrial (“M&I”) and Irrigation rates; and

3 E. WHEREAS, District proposes to take delivery of the County’s CVC Supply and/or other
4 supplies including South of Delta Accelerated Water Transfer Programs and, by way of
5 exchange, provide a long-term water supply to a portion of Fresno County, namely within
6 Brighton Crest and Millerton New Town boundaries (“BC/MNT”), both located within Fresno
7 County Service Area No. 34, subject to the terms and conditions of this Agreement and any
8 extension thereof; and

9 F. WHEREAS, BC/MNT, as described and depicted on Exhibit “A” attached hereto are
10 County Service Areas established for purposes of providing, operating, and maintaining certain
11 infrastructure and services for lands within its boundaries consisting of an approximate one
12 thousand nine hundred twenty-six (1,926) acre area in Fresno County, California near Millerton
13 Lake planned for development; and

14 G. WHEREAS, District and County previously entered into a Memorandum of
15 Understanding (hereinafter “MOU”) dated April 6, 1974, which provided for the exchange of the
16 County CVC Supply and delivery to County under certain conditions of up to one thousand four
17 hundred eighty three (1,483) acre-feet of Class 1 and one thousand seven hundred ninety five
18 (1,795) acre-feet of Class 2 water supply from the District’s CVP Supply, for a total of three
19 thousand two hundred seventy eight (3,278) acre-feet per water year, subject to certain
20 exchange provisions and said MOU is no longer in force or effect; and

21 H. WHEREAS, District and County previously entered into a Joint Water Management
22 Exchange Agreement dated July 22, 2008 (“2008 Agreement”), that is set to expire February 28,
23 2026; and

24 I. WHEREAS, per the 2008 Agreement, the total annual acre-feet of the District CVP Supply
25 that was allocated by the County to BC/MNT was up to one thousand five hundred twenty (1,520)
26 acre-feet of the three thousand two hundred seventy-eight (3,278) acre-feet, or approximately
27 forty six percent (46%) (see Exhibit “B”); and

1 J. WHEREAS, under the 2008 Agreement, the balance of the District CVP Supply that was
2 not allocated to BC/MNT was the basis for a form of reservation by the County totaling one
3 thousand seven hundred fifty-eight (1,758) acre-feet for potential future use by non-County
4 Service Area No. 34 lands within other service areas and districts hereinafter the "Non-CSA-34"
5 lands. The Non-CSA-34 lands are identified in Exhibit "B" attached hereto; and

6 K. WHEREAS, District is willing to provide a long-term water supply for use solely within
7 BC/MNT of up to one thousand five hundred twenty (1,520) acre-feet per water year of the
8 District's CVP Supply, provided the County is willing to meet the obligations to District as
9 provided in this Agreement; and

10 L. WHEREAS, District will provide "turn-key" water management for delivery of a water
11 supply to County so that County will not have to manage its County CVC Supply, County CVC
12 Supply Facilities, and WAPA Power Contract (collectively referred to as "County Assets") or incur
13 any cost obligations related to management of County Assets for the portion of the County Assets
14 delegated to District during the period of this Agreement and any extensions thereof; and

15 M. WHEREAS, this Agreement is in furtherance of State Water Resources Control Board
16 Order affecting Permit No. 11887, dated January 25, 2007, among other things, confirming
17 BC/MNT within the authorized Place of Use for M&I purposes.

18 **Agreement**

19 NOW, THEREFORE, County and District agree to amend and restate the 2008 Agreement
20 as follows:

21 A. **Recitals:** The parties hereto mutually agree and covenant that the foregoing Recitals are
22 true and correct and are incorporated herein by this reference.

23 B. **Water Supply:** Upon written request of County and subject to the provisions of this
24 Agreement, District shall provide to County at Millerton Lake for use in BC/MNT up to one
25 thousand five hundred twenty (1,520) acre-feet per water year of firm water supply from the
26 District CVP Supply by delivering water to the County by exchanging County CVC Supply or
27 other District supplies, as determined at the District's sole and absolute discretion, for delivery to
28 the County. During the term of this Agreement and any extensions hereof, subject to modification

1 as stated in Paragraph 3 C herein, the County Assets and all rights thereto and obligations
2 thereof shall be delegated to District and District may take delivery of such County CVC Supply
3 and deliver by exchange such water or other water available to it to County during the term of
4 this Agreement. The District shall have sole access to the supply developed from the County
5 Assets, including the full three thousand (3,000) acre-foot County CVC Supply, to do with as it
6 wishes, for any legal purpose, and consistent with the County's Contracts, provided that the
7 District is meeting its obligations to the County either from County CVC Supply or other supplies
8 available to the District.

9 The 2008 Agreement has only yielded, on average, roughly nine hundred (900) acre-feet of
10 County CVC Supply annually while the yields under prior exchange agreements were based on
11 a near equal (one for one) exchange basis. Accordingly, the District shall provide up to nine
12 hundred (900) acre-feet per year at the established rates in accordance with Article 3 of this
13 Agreement. However, any water provided annually between nine hundred (900) acre-feet and
14 one thousand five hundred twenty (1,520) acre-feet, shall be at two times (2X) the established
15 rates in accordance with Article 3 of this Agreement.

16 C. **Allocation of a Portion of County Assets to Others:** The County may, with one (1)
17 year prior written notice, reduce the District's portion of the County Assets, provided however it
18 shall not be reduced to be less than a 1520/3278th share of the County Assets, and whatever
19 supplies are correspondingly and subsequently developed for the reduced share. In such event,
20 the District's obligation to provide up to one thousand five hundred twenty (1,520) acre-feet per
21 water year of firm water from the District CVP Supply shall be reduced by the same percentage,
22 provided District may in its sole discretion thereafter, in any year, provide additional water beyond
23 such reduced obligation. The County's sole reason for reducing the District's share of the
24 County's Assets is when County wishes to use a portion of the County's Assets for service to
25 Non CSA-34 lands, as identified in Exhibit "B", as may be modified by County, provided any such
26 modification and use shall not include sale by the County of the County Assets for any new or
27 expanded development and/or for any use in an area not within an authorized Place of Use.

1 D. **Additional Actions:** District and County shall take such further actions and cooperate
2 as may be necessary in order to permit or facilitate the arrangements contemplated by this
3 Agreement. Such actions may include, but may not necessarily be limited to:

4 1) Notice to the Kern County Water Agency delegating County CVC Supply Facilities to
5 District;

6 2) Notice to PWRPA delegating WAPA Power Contract to District;

7 3) Execution of "Contract Among Kern County Water Agency and Various Parties for the
8 Operation of the Cross Valley Canal, Extension, and Intertie" and any revisions or
9 amendments thereof;

10 4) Notice to Reclamation and DWR requesting an additional point of delivery
11 corresponding to District's turnout from the California Aqueduct; and

12 5) Pursuing renewal of County Assets such as their present Water Service Contracts with
13 Reclamation and Transportation and Wheeling Agreements with the Department of Water
14 Resources ("DWR");

15 6) Reconsidering the feasibility of District's use of County's reservoir storage at Shaver
16 Lake with Southern California Edison, with the existing Memorandum of Understanding with
17 Southern California Edison Company on Storage Withdrawal and Use of Water From Shaver
18 Lake, dated October 7, 1975;

19 7) Considering, subject to separate transfer agreement(s), a District water supply from
20 Millerton Lake for County's use at other County locations of interest within the CVP Place of
21 Use, for example the proposed Big Dry Creek Reservoir near the Friant-Kern Canal; and

22 8) County will cooperate so as to affect other purchases, exchanges, and/or Water
23 Banking Agreements as necessary for District to deliver supplies to BC/MNT as cost
24 effectively as possible. The costs of any additional purchases, exchanges, and/or Water
25 Banking Agreements are to be borne by District.
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1 **Article 1**

2 **Contractor's District's Responsibilities**

3 1.1 The District shall be totally responsible for overseeing and paying all
4 costs related to renewal or extension of the District CVP Supply contract and all
5 matters related thereto.

6 1.2 District shall be responsible to pay all proportionate costs associated
7 with the County Assets, including the proportionate portion of the County's share of
8 the annual cost related to County's capacity in the Cross Valley Canal. The District
9 shall also receive any and all revenues generated from the County Assets including,
10 but not limited to, Cross Valley Canal revenues such as Excess Capacity and
11 Excess Wheeling charges, and any water and/or power sales or transfers. District
12 will manage their proportionate share of the County's Assets and shall utilize as it
13 deems appropriate. The maximum annual amount of water deliverable by District
14 to BC/MNT under this Agreement shall be one thousand five hundred twenty
15 (1,520) acre-feet per water year. The District shall also pay the M&I rates, if
16 applicable, for the Millerton Lake supplies it may make available to County from the
17 District's CVP supply.
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21 **Article 2**

22 **County's Responsibilities**

23 2.1 County shall be totally responsible for overseeing and paying all costs
24 related to renewal or extension of County Assets, including all related contracts
25 and incidental matters related to the County Assets.

26 2.2 County shall be responsible for all amounts due District for exchanging
27 the County CVC Supply and providing a firm supply to County pursuant to this
28 Agreement, including Paragraph 5(a) of Article 3, and such amounts shall be paid
to District within thirty (30) days of the end of each month of District's delivery of

1 any water under this Agreement. If delinquent thereafter interest shall accrue at a
2 rate of one percent (1%) per month. Delinquent payments which remain uncured
3 for ninety (90) days after written notice may be considered as default or breach of
4 this Agreement in accordance with Article 6.3.

5 2.3 Effective during the term of this Agreement and subject to potential
6 future modification as stated in Agreement Paragraph C herein, County shall
7 proportionately delegate its rights to District in the County's Assets.

8 2.4 County shall only use water delivery to County under this Agreement
9 within County's BC/MNT boundaries as depicted in Exhibit "A". Absent the mutual
10 agreement of County and the District, County shall meet the water supply needs of
11 BC/MNT areas designated to receive Districts water by first requesting the use of
12 District's water before use of any other supplies. District acknowledges that County
13 may use some recycled water for golf course irrigation and landscape purposes.

14 2.5 During the effective term of this Agreement and any extensions hereof,
15 County shall delegate to District all rights to County's Assets, subject to any
16 proportional reduction of District's share of the County Assets under Paragraph C
17 herein. By execution of this Agreement, County hereby delegates rights and duties
18 in the County's Assets for the term of this Agreement.

19 2.6 For information purposes, without obligation to District, County advises
20 that in accordance with approved conservation plans for County, County and all
21 BC/MNT water users shall engage in conservation practices designed to conserve
22 any water used in accordance with this Agreement to the maximum extent practical,
23 including without limitation, adopting pricing policies, best-management practices,
24 education programs, and incentives to encourage water conservation.

25 **Article 3**

26 **Compensation, Invoices, and Payments**

27 3.1 The rates in Exhibit "C" reflect a correction to prior inflation factors,
28 current water markets, continued increases of water expenses, and other factors.

1 The County agrees to pay, and the District agrees to receive, compensation for the
2 performance of its services under this Agreement at an amount equal to the indexed
3 rate per Exhibit "C". of Seven Hundred Dollars (\$700.00) per acre-foot in 2026 and
4 Seven Hundred Fifty Dollars (\$750.00) per acre-foot in 2027, for each acre-foot of
5 water provided to County. The index shall be based on a five percent (5%) increase
6 every water year during the term of this Agreement starting in 2028. By way of
7 example, the beginning rate will be Seven Hundred Dollars (\$700.00) per acre-foot
8 for the first water year of this Agreement, and Seven Hundred Fifty Dollars
9 (\$750.00) per acre-foot for the next water year, in the third water year, 2028, the
10 rate will increase 5% to Seven Hundred Eighty Eight Dollars (\$788.00) per acre-
11 foot and with subsequent 5% increases thereafter (see Exhibit "C" attached hereto).

12 3.2 **Maximum Compensation.** Not Applicable.

13 3.3 **Invoices.** The District shall submit monthly invoices to County. The
14 District shall submit each invoice within sixty (60) days after the month in which the
15 District performs services (i.e., delivers water to County) and in any case within sixty
16 (60) days after the end of the term or termination of this Agreement.

17 3.4 **Payment.** The County shall pay each correctly completed and timely
18 submitted invoice within forty-five (45) days after receipt. The County shall remit
19 any payment to the District's address specified in the invoice.

20 3.5 **Incidental Expenses.** The District is solely responsible for all of its costs
21 and expenses that are not specified as payable by the County under this Agreement.

22 **Article 4**

23 **Term of Agreement**

24 4.1 **Term.** The new initial term year of this Agreement shall commence in on
25 March 1, 2026, and run for successive fifteen (15) water years through February
26 2041.

27 4.2 **Extension.** In the last year of this Agreement (or extensions thereof),
28 the parties shall meet for the purpose of negotiating the terms of an extension to

1 this Agreement. If the parties do not agree to an extension of this Agreement by
2 the end date of this Agreement, then the Agreement shall terminate.

3 **Article 5**

4 **Notices**

5 5.1 **Contact Information.** The persons and their addresses having
6 authority to give and receive notices provided for or permitted under this
7 Agreement include the following:

8 **For the County:**

9 Department of Public Works & Planning
10 County of Fresno
11 2220 Tulare Street, Sixth Floor
12 Fresno, CA 93721
13 Telephone: (559) 600-4078
14 Attention: Steven E. White, Director

15 **Copy to:**

16 County Counsel
17 County of Fresno
18 2220 Tulare Street, Suite 500
19 Fresno, CA 93721
20 Telephone: (559) 600-3479

21 **For the District:**

22 Jeevan Muhar, Engineer-Manager
23 Arvin-Edison Water Storage District
24 Post Office Box 175
25 Arvin, CA 93203
26 Telephone: (661) 854-5213

27 **Copy to:**

28 Joseph D. Hughes, Esquire
Klein DeNatale Goldner
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311
Telephone (661) 395-1000

or to such other address as either of the parties from time to time designate in writing. As a matter of convenience, however, communications between District and County shall, to the extent feasible, be conducted orally by telephone or in person, with such communications to be confirmed and made effective in writing as set forth above. No oral notice or communication shall be effective unless so confirmed in writing, which shall include electronic (e-mail) and facsimile

1 communications.

2 5.2 **Change of Contact Information.** Either party may change the
3 information in section 5.1 by giving notice as provided in section 5.3.

4 5.3 **Method of Delivery.** Each notice between parties provided for or
5 permitted under this Agreement must be in writing, state that it is a notice provided
6 under this Agreement, and be delivered either by personal service, by first-class
7 United States mail, or by an overnight commercial courier service.

8
9 (A) A notice delivered by personal service is effective upon service to the recipient.

10 (B) A notice delivered by first-class United States mail is effective three County
11 business days after deposit in the United States mail, postage prepaid, addressed to the
12 recipient.

13 (C) A notice delivered by an overnight commercial courier service is effective one
14 County business day after deposit with the overnight commercial courier service, delivery
15 fees prepaid, with delivery instructions given for next day delivery, addressed to the
16 recipient.

17 5.4 **Claims Presentation.** For all claims arising from or related to this
18 Agreement, nothing in this Agreement establishes, waives, or modifies any claims
19 presentation requirements or procedures provided by law, including the
20 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning
21 with section 810).

22 **Article 6**

23 **Termination and Suspension**

24 6.1 **Termination for Non-Allocation of Funds.** The terms of this
25 Agreement are contingent on the approval of funds by the appropriating
26 government agency. If sufficient funds are not allocated, then either party, upon at
27 least ninety (90) days' advance written notice to the other, may:
28

- 1 (A) Upon mutual agreement, modify this Agreement; or
- 2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred,
5 either party may give written notice of the breach to the other. The written notice may
6 suspend performance under this Agreement, and must provide at least ninety (90) days
7 for the party to cure the breach.

8 (B) If the party fails to cure the breach to the other's satisfaction within the time stated
9 in the written notice, a party may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when:

- 11 (1) Obtained or used funds illegally or improperly;
- 12 (2) Failed to comply with any part of this Agreement;
- 13 (3) Submitted a substantially incorrect or incomplete report; or
- 14 (4) Improperly performed any of its obligations under this Agreement.

15 **6.3 Termination without Cause.** In circumstances other than those set
16 forth above, the either party may terminate this Agreement by giving at least ninety
17 (90) days advance written notice to the other.

18 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement
19 under this Article 6 is without penalty to or further obligation of the party.

20 **6.5 Rights upon Termination.** At the end of the term of this Agreement any
21 rights to the County's Assets shall remain the property of County. Upon termination
22 for breach under this Article 6, a party may demand repayment by the other party
23 of any monies disbursed under this Agreement that were not expended in
24 compliance with this Agreement. The party shall promptly refund all such monies
25 upon demand. This section survives the termination of this Agreement.

26 **Article 7**

27 **[OMITTED]**

28 **7.1 Not Applicable.**

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Mutual Indemnification.** County and District shall each defend,
4 indemnify, and hold the other harmless from and against any and all damages,
5 claims, or other liabilities (including without limitation attorneys' fees and costs) (all
6 of the foregoing in this sentence collectively referred to as "Indemnify") incurred in
7 connection with or as the result of the actions or inactions of the other party under
8 this Agreement, or as follows:

9
10 (A) The County shall Indemnify the District as to any action or claim related to
11 or arising from: (i) challenging the validity of the County CVC Supply, County CVC
12 Supply Facilities or WAPA Power Contract; (ii) challenging the use of water as herein
13 provided by the County in BC/MNT; or, (iii) challenging this Agreement or the water
14 management program herein provided if brought by or on behalf of a resident or
15 landowner within the County; and

16 (B) The District shall Indemnify the County as to any action or claim related to or
17 arising from: (i) challenging the validity of District CVP Supply; (ii) challenging the use
18 of water as herein provided by the District within its boundaries; or, (iii) challenging this
19 Agreement or the water management program herein provided if brought by or on
20 behalf of a resident or landowner within the District.

21 (C) If any claim, action, or proceeding is brought that challenges this Agreement
22 or the water management program under it, the parties will allocate the defense based
23 on the relief sought and the conduct at issue. If the claim is asserted solely against
24 the County, or challenges a County decision, obligation, or action uniquely attributable
25 to the County under this Agreement, the County will defend the claim at its sole cost
26 and expense. If the claim is asserted solely against the District, or challenges a District
27 decision, obligation, or action uniquely attributable to the District under this Agreement,
28 the District will defend the claim at its sole cost and expense. If the claim is asserted

1 against both parties or materially challenges obligations or actions of both parties
2 under this Agreement, the County and the District will jointly defend the claim and
3 share the reasonable costs of the common defense equally, unless they agree in
4 writing to a different allocation. A claim will be treated as a shared challenge only to
5 the extent it (i) seeks affirmative relief against both parties, or (ii) requires adjudication
6 of material obligations or actions of both parties under this Agreement to resolve the
7 claim. A party is not part of a shared challenge solely because it is named in the
8 complaint in a nominal, procedural, or ministerial capacity, and no affirmative relief is
9 sought against it (other than routine costs). In that event, the party whose decisions,
10 obligations, or actions are principally at issue will control and fund the defense of the
11 claim, and the nominally named party will reasonably cooperate (including providing
12 records and witnesses), with its reasonable out-of-pocket cooperation costs
13 reimbursed by the defending party upon request.

14
15 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

16 **Article 9**

17 **Insurance**

18 9.1 Without limiting the indemnification of each party as stated herein, it is
19 understood and agreed that County and District shall each maintain, at their sole
20 expense, insurance policies or self-insurance programs including, but not limited to,
21 an insurance pooling agreement and/or Joint Powers Agreement to fund their
22 respective liabilities. Evidence of insurance, e.g. Certificates of Insurance or other
23 similar documentation, shall be provided at the request of either party under this
24 Agreement.

25 **Article 10**

26 **Inspections, Audits, and Public Records**

27 10.1 **Inspection of Documents.** The District shall make available to the
28 County, and the County may examine at any time during business hours and as

1 often as the County deems necessary, all of the District's records and data with
2 respect to the matters covered by this Agreement, excluding attorney-client
3 privileged communications. The District shall, upon request by the County, permit
4 the County to audit and inspect all of such records and data to ensure the District's
5 compliance with the terms of this Agreement.

6 10.2 **Public Records.** Each party is not limited in any manner with respect to
7 its public disclosure of this Agreement or any record or data related to this
8 Agreement and may include but is not limited to the following:

9
10 (A) Each party may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose this Agreement to the public or such governmental
12 agency.

13 (B) Each party may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose to the public or such governmental agency any record or
15 data, unless such disclosure is prohibited by court order.

16 (C) This Agreement, and any record or data is subject to public disclosure under the
17 Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9,
18 beginning with section 54950).

19 (D) This Agreement, and any record or data is subject to public disclosure as a public
20 record under the California Public Records Act (California Government Code, Title 1,
21 Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

22 (E) This Agreement, and any record or data is subject to public disclosure as
23 information concerning the conduct of the people's business of the State of California
24 under California Constitution, Article 1, section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with
26 respect to any record or data shall be disregarded and have no effect on either party's
27 right or duty to disclose to the public or governmental agency any such record or data.
28

1 **Article 12**

2 **General Terms**

3 12.1 **No Permanent Right.** In no event shall any right under this Agreement
4 become permanent or mature into an interest of any kind in District's CVP Supply
5 or in County's Assets, except as set forth herein

6 12.2 **Modification.** Either party may from time-to-time request mutually
7 agreeable changes in the provisions of this Agreement. Furthermore, if as a result
8 of enactments, amendments, repeals or changes in implementation or
9 interpretation of any federal or state law, rule or regulation, there results in a
10 material change in the conditions under which the County CVP Supply, County CVP
11 Supply Facilities or District CVP Supply are provided, including the costs thereof,
12 the parties shall in good faith negotiate an amendment of this Agreement to fairly
13 and equitably reflect such changed conditions. Such changes, as agreed upon by
14 the parties, must be incorporated in written amendment form to this Agreement and
15 be approved by both parties to this Agreement by written signature. No other
16 purported changes to this Agreement shall be effective or binding.

17 12.3 **Non-Assignment.** Neither party may assign its rights or delegate its
18 obligations under this Agreement without the prior written consent of the other party.

19 12.4 **Governing Law.** The laws of the State of California govern all matters
20 arising from or related to this Agreement.

21 12.5 **Government Restrictions.** Except as otherwise expressly provided in
22 this Agreement, each party shall be responsible for paying for all necessary permits,
23 governmental approvals including Reclamation, and all other necessary consents
24 required of it in connection with the performance of its obligations or the exercise of
25 its rights under this Agreement.

26 12.6 **Environmental Compliance.** The parties shall undertake the
27 necessary steps to ensure that arrangements contemplated hereby are in
28 compliance with, if applicable, the California Environmental Quality Act (CEQA) and

1 the National Environmental Policy Act (NEPA) and all other applicable laws,
2 regulations, and ordinances. District shall act as the lead agency for all actions
3 required under CEQA in connection with this Agreement and/or the associated
4 arrangements, with the cooperation of County acting as a “responsible agency” in
5 connection therewith. County agrees to be responsible for payment of one-half of
6 the reasonable and necessary costs of any environmental efforts as stated above
7 and to pay within sixty (60) days of demand by District for such amount; however,
8 District agrees to get County’s approval of those estimated costs prior to County
9 being obligated

10 12.7 **Jurisdiction and Venue.** This Agreement is signed and performed in
11 Fresno County, California. District consents to California jurisdiction for actions
12 arising from or related to this Agreement, and, subject to the Government Claims
13 Act, all such actions must be brought and maintained in Fresno County.

14 12.8 **Construction.** The final form of this Agreement is the result of the
15 parties’ combined efforts. If anything in this Agreement is found by a court of
16 competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by
17 construing the terms of this Agreement against either party.

18 12.9 **Days.** Unless otherwise specified, “days” means calendar days.

19 12.10 **Headings.** The headings and section titles in this Agreement are for
20 convenience only and are not part of this Agreement.

21 12.11 **Severability.** If anything in this Agreement is found by a court of
22 competent jurisdiction to be unlawful or otherwise unenforceable, the balance of
23 this Agreement remains in effect, and the parties shall make best efforts to replace
24 the unlawful or unenforceable part of this Agreement with lawful and enforceable
25 terms intended to accomplish the parties’ original intent.

26 12.12 **Nondiscrimination.** During the performance of this Agreement, the
27 District shall not unlawfully discriminate against any employee or applicant for
28 employment, or recipient of services, because of race, religious creed, color,

1 national origin, ancestry, physical disability, mental disability, medical condition,
2 genetic information, marital status, sex, gender, gender identity, gender expression,
3 age, sexual orientation, military status or veteran status pursuant to all applicable
4 State of California and federal statutes and regulation.

5 12.13 **No Waiver.** Payment, waiver, or discharge by a party of any liability or
6 obligation of the other party under this Agreement on any one or more occasions is
7 not a waiver of performance of any continuing or other obligation and does not
8 prohibit enforcement by a party of any obligation on any other occasion.

9 12.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire
10 agreement between the District and the County with respect to the subject matter
11 of this Agreement, and it supersedes all previous negotiations, proposals,
12 commitments, writings, advertisements, publications, and understandings of any
13 nature unless those things are expressly included in this Agreement. If there is any
14 inconsistency between the terms of this Agreement without its exhibits and the
15 terms of the exhibits, then the inconsistency will be resolved by giving precedence
16 first to the terms of this Agreement without its exhibits, and then to the terms of the
17 exhibits.

18 12.15 **No Third-Party Beneficiaries.** This Agreement does not and is not
19 intended to create any rights or obligations for any person or entity except for the
20 parties.

21 12.16 **Authorized Signature.** Each party is duly authorized and empowered
22 to sign and perform its obligations under this Agreement and that the governing
23 board of each party has duly approved the execution of this Agreement on behalf
24 of that party.

25 12.17 The individuals signing this Agreement on behalf of the party Contractor
26 is duly authorized to do so and his or her signature on this Agreement legally binds
27 each party Contractor to the terms of this Agreement.
28

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The parties are signing this Agreement on the date stated in the introductory clause.

ARVIN-EDISON WATER STORAGE
DISTRICT

COUNTY OF FRESNO


Edwin Camp, President, Board of Directors


Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

Post Office Box 175
Arvin, CA 93203

Attest:
Bernice E. Seidel, Clerk
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:

Org No.: 9174
Account No.: 16000
Fund No.: 0830
Subclass No.: 7010

ACCOUNTING PURPOSES ONLY

Org – 9174

Account – 7010

Fund – 0830

Subclass - 16000

EXHIBIT "A"

MILLERTON NEW TOWN SPECIFIC PLAN BOUNDARY

LEGAL DESCRIPTION

Portions of Sections 10, 11, 12, 15 and 16, all in Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, being more particularly described as follows:

BEGINNING at the Southeast corner of said Section 15;

Thence along the South line of the Southeast one-quarter of said Section 15, North 88° 29' 14" West, a distance of 2,600.79 feet to the South quarter corner of said Section 15;

Thence along the South line of the Southwest one-quarter of said Section 15, North 88° 31' 45" West, a distance of 2,600.38 feet to the Southwest corner of said Section 15;

Thence along the South line of the Southeast one-quarter of said Section 16, North 89° 12' 36" West, a distance of 2,028.05 feet to the Southwest corner of the East three-quarters of the Southeast one-quarter of said Section 16;

Thence along the West line of said East three-quarters of the Southeast one-quarter of said Section 16, North 00° 45' 21" East, a distance of 2,626.24 feet to a point on the North line of said Southeast one-quarter of Section 16;

Thence along said North line of the Southeast Quarter of Section 16, North 88° 59' 00" West, a distance of 676.79 feet to the Center corner of said Section 16;

Thence along the West line of the Northeast one-quarter of said Section 16, North 00° 44' 04" East, a distance of 2,629.13 feet to the North one-quarter corner of said Section 16;

Thence along the North line of said Section 16, South 88° 44' 59" East, a distance of 2,710.74 feet to the Northeast corner of said Section 16;

Thence along the West line of the Southwest one-quarter of said Section 10, North 0° 32' 13" East, a distance of 1,321.14 feet, to the Southwest corner of the Northwest one-quarter of said Southwest one-quarter of Section 10, being also the Northwest corner of Government Lot 9 of said Section 10;

Thence along the South line of said Government Lot 9, North 88° 47' 07" West, a distance of 695.63 feet to the Southwest corner of Parcel 20, as shown on Parcel Map No. 3179, recorded in Book 34 at Page 94 of Parcel Maps, Fresno County Records;

Thence along the West line of said Parcel 20, North 01° 14' 29" East, a distance of 1,321.04 feet to a point;

Thence continuing along said West line of Parcel 20, North 01° 28' 14" East, a distance of 1,322.17 feet to the Northwest corner of said Parcel 20, said point also being on the North line of Government Lot 8 of said Section 10;

Thence along the North line of said Government Lot 8, South 88° 59' 09" East, a distance of 697.05 feet to the Northeast corner of said Government Lot 8, said point also being the Northwest Corner of Parcel 1 as shown on said Parcel Map No. 3179;

Thence along the North line of said Parcel 1 of, South 88° 41' 02" East, a distance of 1,307.32 feet to the Northeast corner thereof;

Thence along the East line of said Parcel 1, South 01° 47' 08" West, a distance of 1,329.63 feet to the Southeast corner thereof, said point also being the Southwest corner of Parcel 2 of said Parcel Map 3179;

Thence along the South line of said Parcel 2, South 88° 25' 26" East, a distance of 979.76 feet to a point of intersection with the 840-foot Above Mean Sea Level (AMSL) contour line;

Thence Southerly, Easterly, Northerly and Westerly generally along said contour line the following 20 courses:

1. South 28° 33' 41" West, a distance of 57.07 feet;
2. Thence South 15° 34' 03" West, a distance of 86.83 feet;
3. Thence South 16° 48' 44" East, a distance of 47.74 feet;
4. South 74° 51' 31" East, a distance of 42.91 feet;
5. Thence North 50° 39' 18" East, a distance of 43.52 feet;
6. Thence North 88° 36' 15" East, a distance of 35.39 feet;
7. Thence South 65° 05' 43" East, a distance of 70.21 feet;
8. Thence North 56° 19' 59" East, a distance of 130.65 feet;
9. Thence North 10° 51' 56" East, a distance of 64.09 feet;
10. Thence North 55° 35' 29" East, a distance of 166.32 feet;
11. Thence South 73° 33' 42" East, a distance of 134.07 feet;
12. Thence South 81° 45' 00" East, a distance of 92.95 feet;
13. Thence North 54° 25' 19" East, a distance of 179.33 feet;
14. Thence North 07° 27' 24" East, a distance of 113.05 feet;
15. Thence North 69° 45' 02" East, a distance of 59.79 feet;
16. Thence North 50° 38' 48" East, a distance of 145.18 feet;
17. Thence North 13° 48' 09" East, a distance of 195.34 feet;

18. Thence North $03^{\circ} 26' 12''$ East, a distance of 43.19 feet;

19. Thence North $28^{\circ} 37' 53''$ West, a distance of 64.84 feet;

20. Thence North $24^{\circ} 13' 46''$ East, a distance of 14.65 feet to the South line of Parcel 3 of said Parcel Map No. 3179;

Thence along said South line of said Parcel 3, South $88^{\circ} 34' 47''$ East, a distance of 1,097.93 feet to the Southeast corner thereof;

Thence northerly along the East line of said Parcel 3, the following five courses:

1. North $04^{\circ} 04' 57''$ West, a distance of 16.34 feet to the beginning of a circular curve concave to the West and having a radius of 500.00 feet;
2. Thence along said circular curve, through a central angle of $44^{\circ} 52' 35''$, an arc distance of 391.62 feet;
3. Thence North $48^{\circ} 57' 31''$ West, a distance of 226.92 feet to the beginning of a circular curve concave to the Northeast and having a radius of 250.00 feet;
4. Thence along said circular curve, through a central angle of $26^{\circ} 39' 21''$, an arc distance of 116.31 feet;
5. Thence North $22^{\circ} 18' 10''$ West, a distance of 113.90 feet, to the Northeast corner of said Parcel 3, also being the Northwest corner of Parcel 5 of said Parcel Map No. 3179;

Thence along the North line of said Parcel 5, South $88^{\circ} 34' 47''$ East, a distance of 1,352.68 feet to the Northeast corner thereof, said point also being the Northwest corner of Parcel 6 of said Parcel Map No. 3179;

Thence along the North line of said Parcel 6, South $88^{\circ} 16' 00''$ East, a distance of 641.75 feet to a point of intersection with the 840-foot AMSL elevation contour line;

Thence Southerly, Easterly, Northerly and Westerly generally along said contour line the following 14 courses:

1. South $12^{\circ} 46' 11''$ East, a distance of 59.32 feet;
2. Thence South $78^{\circ} 26' 21''$ East, a distance of 89.39 feet;
3. Thence South $14^{\circ} 01' 19''$ East, a distance of 95.29 feet;
4. Thence South $42^{\circ} 52' 44''$ West, a distance of 108.14 feet;
5. Thence South $02^{\circ} 06' 37''$ West, a distance of 335.10 feet;
6. Thence South $21^{\circ} 57' 10''$ East, a distance of 240.26 feet;
7. Thence South $41^{\circ} 01' 43''$ East, a distance of 261.58 feet;
8. Thence South $51^{\circ} 36' 32''$ East, a distance of 133.81 feet;

9. Thence North 77° 36' 38" East, a distance of 45.06 feet;
10. Thence South 00° 11' 07" West, a distance of 72.15 feet;
11. Thence South 26° 54' 52" East, a distance of 122.72 feet;
12. Thence South 53° 02' 29" East, a distance of 52.12 feet;
13. Thence South 50° 58' 31" East, a distance of 57.82 feet;
14. Thence South 64° 08' 38" East, a distance of 54.08 feet to a point of intersection with the East line of Parcel 6 of said Parcel Map No. 3179;

Thence along said East line of Parcel 6, South 01° 54' 01" West, a distance of 82.21 feet to the Southeast corner thereof, said point also being the Northwest corner of Parcel 11 of said Parcel Map No. 3179;

Thence along said North line of Parcel 11 of said Parcel Map No. 3179, South 88° 26' 48" East, a distance of 249.74 feet to the Northeast corner of said Parcel 11;

Thence along the East line of said Parcel 11 of Parcel Map 3179 and its southerly prolongation, South 01° 27' 25" West, a distance of 1,417.99 feet to the centerline of Millerton Road as shown on said Parcel Map 3179;

Thence along said centerline of Millerton Road, as shown on the Map of Tract 4048, recorded in Volume 49 of Plats at Pages 561 through 79, Fresno County Records, along a circular curve, concave to the North, having a beginning radial bearing of North 08° 39' 35" East, a radius of 1,232.17 feet, a central angle of 05° 27' 47" and an arc length of 117.49 feet;

Thence North 75° 53' 10" West, a distance of 1,317.19 feet to the intersection with the Northerly prolongation of the East line of Parcel 12 of Parcel Map 5349, recorded in Book 34 of Parcel Maps at Page 20, Fresno County Records;

Thence along said northerly prolongation and the East side of said Parcel 12 of Parcel Map 5349, South 02° 21' 36" West, a distance of 1,304.09 feet to Southeast corner of said Parcel 12 of Parcel Map 5349, said point also being on the South line of said Section 11;

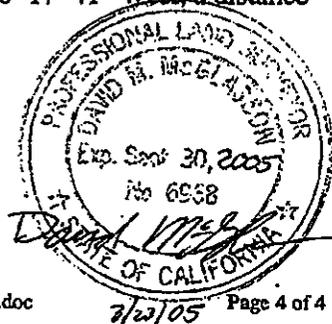
Thence along the South line of said Section 11 and the South line of said Parcel 12, North 88° 04' 32" West, a distance of 250.15 feet to the Southwest corner of said Section 11;

Thence along the East line of said Section 15, South 00° 17' 41" West, a distance of 2,630.36 feet, to the East one-quarter corner of said Section 15;

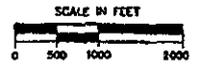
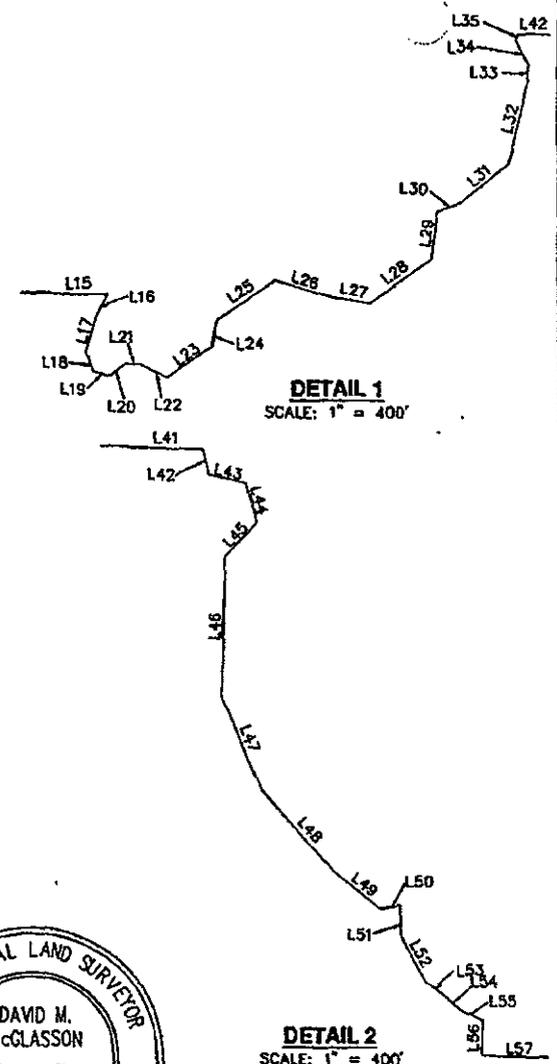
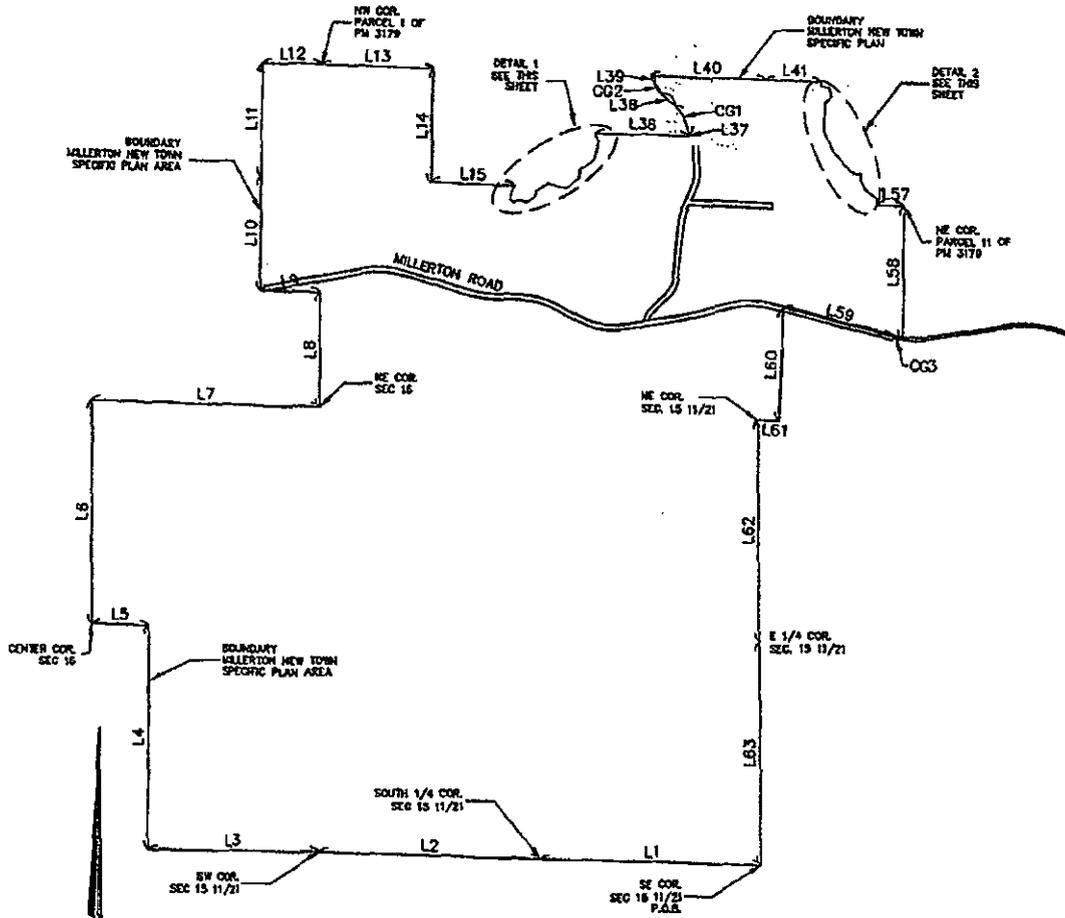
Thence continuing along said East line of Section 15, South 00° 17' 41" West, a distance of 2,630.41 feet to the POINT OF BEGINNING.

Containing 1,438 acres, more or less.

END OF DESCRIPTION



MAP 1



LOCATION MAP
MILLERTON NEW TOWN
SPECIFIC PLAN BOUNDARY
 LOCATION : T 11S. R 21 E.



DATE SIGNED: 3/23/05

EST. 1918
PROVOST & PRITCHARD
 ENGINEERING GROUP
 An Equal Opportunity Company
 228 WEST CROCKER AVENUE
 FRESNO, CALIFORNIA 93711-6182
 530/419-2200 FAX 530/419-2775
 www.pprg.com

LINE TABLE		
LINE	LENGTH	BEARING
L1	2600.79	N88°29'14"W
L2	2600.38	N88°31'45"W
L3	2028.05	N89°12'36"W
L4	2626.24	N00°45'21"E
L5	676.79	N88°59'00"W
L6	2629.13	N00°44'04"E
L7	2710.74	S88°44'59"E
L8	1321.14	N00°32'13"E
L9	695.63	N88°47'07"W
L10	1321.04	N01°14'29"E
L11	1322.17	N01°28'14"E
L12	697.05	S88°59'09"E
L13	1307.32	S88°41'02"E
L14	1328.63	S01°47'08"W
L15	978.76	S88°25'26"E
L16	67.07	S28°33'41"W
L17	88.83	S15°34'03"W
L18	47.74	S16°48'44"E
L19	42.81	S74°51'31"E
L20	43.52	N30°39'18"E
L21	35.39	N88°36'15"E
L22	70.21	S65°05'43"E
L23	130.65	N56°19'59"E
L24	64.09	N10°51'56"E
L25	166.32	N55°35'29"E
L26	134.07	S73°33'42"E
L27	92.95	S81°45'00"E
L28	179.33	N54°25'19"E
L29	113.05	N07°27'24"E
L30	59.79	N69°45'02"E
L31	145.18	N50°38'48"E
L32	195.34	N13°48'09"E
L33	43.19	N03°26'12"E
L34	64.84	N28°37'53"W
L35	14.65	N24°13'46"E
L36	1097.93	S88°34'47"E
L37	18.34	N04°04'57"W
L38	226.92	N48°57'31"W
L39	113.90	N22°18'10"W
L40	1352.68	S88°34'47"E
L41	641.75	S88°16'00"E
L42	59.32	S12°46'11"E
L43	88.39	S78°26'21"E
L44	95.29	S14°01'19"E
L45	108.14	S42°52'44"W
L46	335.10	S02°06'37"W
L47	240.26	S21°57'10"E
L48	261.58	S41°01'43"E
L49	133.81	S51°36'32"E
L50	45.06	N77°36'38"E
L51	72.15	S00°11'07"W
L52	122.72	S26°54'52"E
L53	62.12	S53°02'29"E
L54	57.82	S50°58'31"E
L55	54.08	S64°08'38"E
L56	82.21	S01°54'01"W
L57	249.74	S88°26'48"E
L58	1417.99	S01°27'25"W
L59	1317.19	S75°53'10"E
L60	1304.09	N02°21'36"E
L61	250.15	S88°04'32"E
L62	2630.36	N00°17'41"E
L63	2630.41	N00°17'41"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
CG1	391.62	500.00	44°52'35"
CG2	116.31	250.00	26°39'21"
CG3	117.49	1232.17	5°27'47"



DATE SIGNED: 3/23/05

LINE AND CURVE TABLES
MILLERTON NEW TOWN
SPECIFIC PLAN BOUNDARY
LOCATION : T 11S. R 21 E.

EST. 1968
PROVOST & PRITCHARD
ENGINEERING & SURVEYING
An Employee Owned Company
255 WEST ORANGE BLVD.
PESNO, CALIFORNIA 93771-9122
559/448-2700 FAX 559/448-2748
www.ppsng.com

3/23/2005 12:25:39 PM C:\clients\comstat\Company - 1232\12320301\map\unit Boundary Map--legal.dwg --ldm

EXHIBIT "A"

BRIGHTON CREST BOUNDARY

LEGAL DESCRIPTION

Portions of Sections 11, 12 and 14, all in Township 11 South, Range 21 East, Mount Diablo Base and Meridian, in the County of Fresno, being all those lands shown within the boundaries of Tract 4048, recorded in Volume 49 of Plats at Pages 561 through 79, Fresno County Records, and being more particularly described as follows:

BEGINNING at the Northeast Corner of said Section 14;

Thence along the North line of said Section 14, North 89° 23' 28" West, a distance of 1,312.91 feet to the Northeast corner of the Northwest one-quarter of the Northeast one-quarter of said Section 14;

Thence along the East line of said Northwest one-quarter of the Northeast one-quarter of said Section 14, South 01° 28' 38" West, a distance of 1,292.54 feet to the Southeast corner of said Northwest one-quarter of the Northeast one-quarter of said Section 14;

Thence along the South line of said Northwest one-quarter of the Northeast one-quarter of said Section 14, North 89° 20' 21" West, a distance of 1,309.72 feet to the Southwest corner of said Northwest one-quarter of the Northeast one-quarter of said Section 14;

Thence along the West line of the Southwest one-quarter of the Northeast one-quarter of said Section 14, South 01° 24' 23" West, a distance of 1,289.62 feet to the Center one-quarter corner of said Section 14;

Thence along the West line of the Southeast one-quarter of said Section 14, South 01° 25' 13" West, a distance of 2,610.52 feet to the South one-quarter corner of said Section 14;

Thence along the South line of said Section 14, North 89° 35' 44" West, a distance of 2,604.91 feet to the Southwest corner of said Section 14;

Thence along the West line of said Section 14, North 00° 17' 41" East, a distance of 2,630.41 feet to the West one-quarter corner said Section 14;

Thence continuing along the West line of said Section 14, North 00° 17' 41" East, a distance of 2,630.36 feet, to the Northwest corner of said Section 14, said point also being on the South line of Parcel 12 of Parcel Map 5349, recorded in Book 34 of Parcel Maps at Page 20, Fresno County Records;

Thence along the North line of said Section 14, South 88° 04' 32" East, a distance of 250.15 feet to the Southeast corner of said Parcel 12 of Parcel Map 5349;

Thence along the East side of said Parcel 12 of Parcel Map 5349, North 02° 21' 36" East, a distance of 1,304.09 feet to Northeast corner of said Parcel 12 of Parcel Map 5349, said point also being along the centerline of Millerton Road;

Thence along said centerline of Millerton Road, South 75° 53' 10" East, a distance of 1,317.19 feet;

Thence along a tangent circular curve, concave to the North, having a radius of 1,232.17 feet, a central angle of 22° 45' 56" and an arc length of 493.11 feet;

Thence North 81° 11' 04" East, a distance of 937.73 feet

Thence along a tangent circular curve, concave to the South, having a radius of 1,197.00 feet, a central angle of 23° 34' 49" and an arc length of 492.63 feet;

Thence South 75° 14' 07" East, a distance of 611.08 feet;

Thence along a tangent circular curve concave to the Southwest, having a radius of 1,300.00 feet, a central angle of 12° 54' 11", and an arc length of 292.76 feet;

Thence South 62° 19' 56" East, a distance of 292.03 feet;

Thence along a tangent circular curve concave to the Northeast, having a radius of 1,200.00 feet, a central angle of 28° 21' 30", and an arc length of 593.94 feet;

Thence North 89° 18' 34" East, a distance of 241.76 feet;

Thence along a tangent circular curve concave to the Southeast, having a radius of 999.07 feet, a central angle of 56° 58' 03", and an arc length of 993.35 feet;

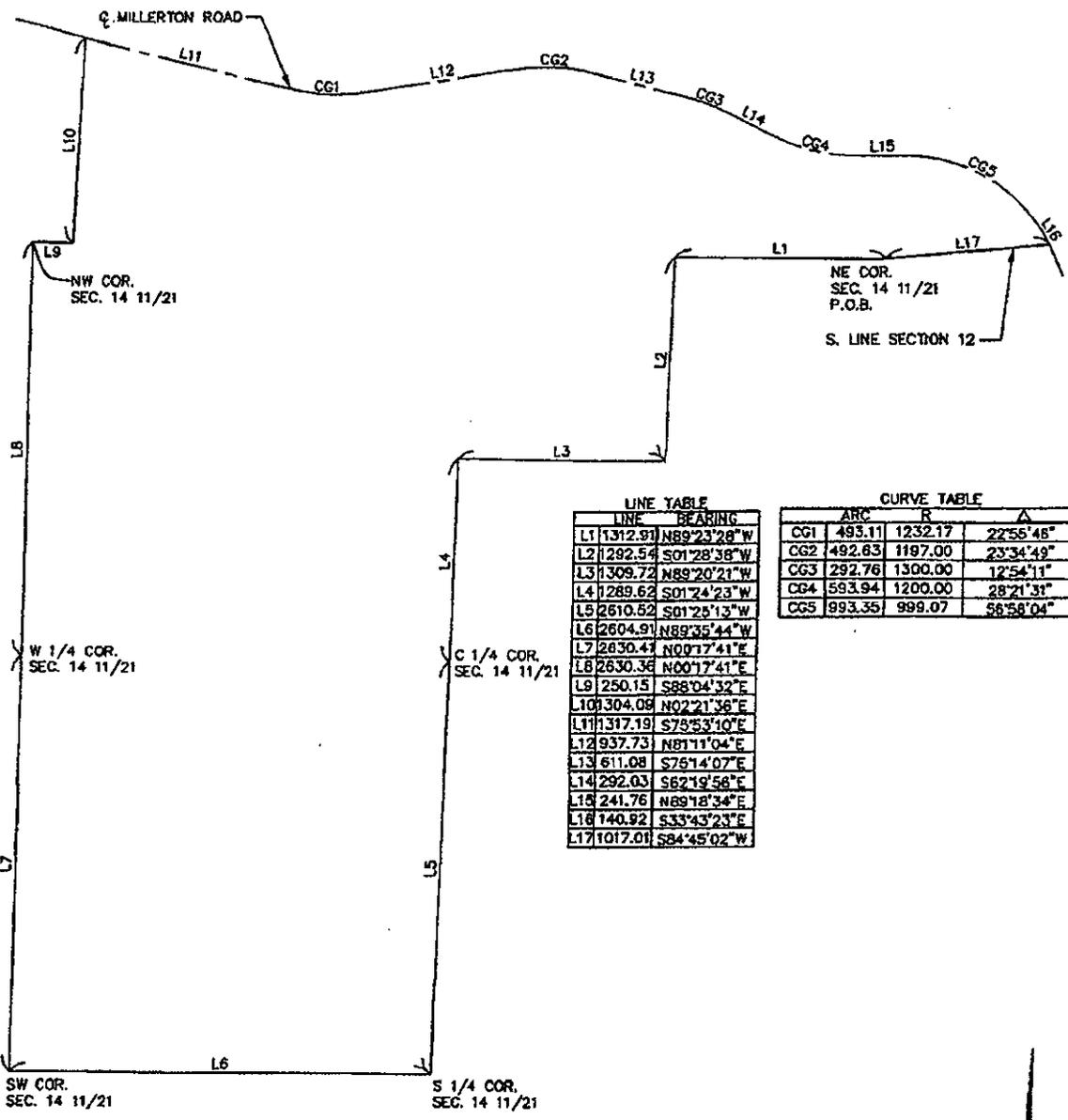
Thence South 33° 43' 23" East, a distance of 140.92 feet to a point on the South line of said Section 12;

Thence leaving said centerline of Millerton Road and proceeding along said South line of Section 12, South 84° 45' 02" West, a distance of 1,017.01 feet to the POINT OF BEGINNING.

Containing 488.6 acres, more or less.

END OF DESCRIPTION





LINE TABLE

LINE	BEARING
L1	1312.91 N89°23'28"W
L2	1292.54 S01°28'38"W
L3	1309.72 N89°20'21"W
L4	1289.62 S01°24'23"W
L5	2610.82 S01°25'13"W
L6	2604.91 N89°35'44"W
L7	2630.43 N00°17'41"E
L8	2630.36 N00°17'41"E
L9	250.15 S88°04'32"E
L10	304.08 N02°21'38"E
L11	1317.19 S75°53'10"E
L12	937.73 N81°11'04"E
L13	611.08 S75°14'07"E
L14	292.03 S62°19'58"E
L15	241.76 N89°18'34"E
L16	140.92 S33°43'23"E
L17	1017.01 S84°45'02"W

CURVE TABLE

ARC	R	Δ
CG1	493.11	1232.17 22°55'48"
CG2	492.83	1197.00 23°34'49"
CG3	292.76	1300.00 12°54'11"
CG4	593.94	1200.00 28°21'31"
CG5	993.35	999.07 58°58'04"



DATE SIGNED: 3/22/05

**BRIGHTON CREST SUBDIVISION
TRACT 4048**
LOCATION : T 11S. R 21 E.
PRESNO LOCAL AGENCY FORMATION COMMISSION



PROVOST & PRITCHARD
ENGINEERING GROUP
All Employees Licensed Companies
208 WEST CROSSLAND AVENUE
FRESNO, CALIFORNIA 93711-6182
509/449-2700 FAX 509/449-2715
www.ppgeng.com

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**EXHIBIT B
RESERVATION RIGHTS HOLDERS**

	Area	Supply	
		District CVP	County CVC
BC/MNT	Millerton New Town Development - Clarksfield	278.0	
	Millerton New Town Development - remainder	401.0	
	subtotal Millerton New Town	679.0	
	Brighton Crest - Zone A	841.0	
	subtotal CSA-34	1,520.0	1,391.1
NON CSA-34	Waterworks District #38	155.0	
	Lakeview Estates	100.0	
	Millerton Estates	25.0	
	Strahm Family Limited Partnership	545.3	
	Wildflower Village	87.0	
	Waterworks District #41	845.7	
		1,758.0	1,608.9
	total	3,278.0	3,000.0

Exhibit C

INDEXED RATE

Year	Water Year	Cost per Acre-Foot
------	------------	--------------------

1	2026	\$700
2	2027	\$750
3	2028	\$788
4	2029	\$827
5	2030	\$868
6	2031	\$912
7	2032	\$957
8	2033	\$1,005
9	2034	\$1,055
10	2035	\$1,108
11	2036	\$1,163
12	2037	\$1,222
13	2038	\$1,283
14	2039	\$1,347
15	2040	\$1,414

Catch up for 2026, 2027
5% Adjustment per Year Starting 2028.

The above rate is for water up to 900 acre-feet. Water delivered from 901 acre-feet to 1,520 acre-feet shall be 2X the rate. For example, in 2030, if the total water delivered is 1,200 acre-feet the total water cost will be \$1,302,000 (900 x 868 + 300 x 1736).