

AGENDA
IRVINE RANCH WATER DISTRICT
SUPPLY RELIABILITY PROGRAMS COMMITTEE
THURSDAY, FEBRUARY 21, 2019

CALL TO ORDER 3:00 p.m., Committee Room, Second Floor, District Office
15600 Sand Canyon Avenue, Irvine, California

ATTENDANCE Committee Chair: Peer Swan _____
Member: Douglas Reinhart _____

<u>ALSO PRESENT</u>	Paul Cook	_____	Kellie Welch	_____
	Rob Jacobson	_____	Christine Compton	_____
	Ray Bennett	_____	Paul Weghorst	_____
	Jo Ann Corey	_____	Dane Johnson	_____
	Fiona Sanchez	_____	_____	_____
	_____	_____	_____	_____

NOTICE

If you wish to address the Committee on any item, please file your name with the Committee. Forms are provided on the table outside of the Committee Room. Remarks are limited to three minutes per speaker on each subject.

COMMUNICATIONS

1. Notes: Weghorst
2. Public Comments
3. Determine the need to discuss and/or take action on item(s) introduced that came to the attention of the District subsequent to the agenda being posted.
4. Determine which items may be approved without discussion.

INFORMATION

5. WATER BANKING PROJECT FACILITIES, CAPACITIES, OPERATIONS, AND PROGRAMS – JOHNSON / WELCH / SANCHEZ/ WEGHORST

Recommendation: Receive and file.

ACTION

6. SUSTAINABLE GROUNDWATER MANAGEMENT ACT COMPLIANCE FOR
IRWD'S KERN COUNTY WATER BANKING FACILITIES – BENNETT /
WELCH / SANCHEZ / WEGHORST

Recommendation: That the Board authorize the General Manager to execute the Memorandum of Agreement – Sustainable Groundwater Management Act Agreement with Rosedale-Rio Bravo Water Storage District and to execute the Groundwater Sustainability Planning Agreement Between Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District, subject to non-substantive changes approved by legal counsel.

OTHER BUSINESS

7. Directors' Comments

8. Adjourn

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the above-named Committee in connection with a matter subject to discussion or consideration at an open meeting of the Committee are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Committee less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Committee Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available at the entrance of the meeting room at the District Office. The Irvine Ranch Water District Committee Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in an alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

February 21, 2019

Prepared by: D. Johnson / K. Welch

Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook 

SUPPLY RELIABILITY PROGRAMS COMMITTEE

WATER BANKING PROJECT FACILITIES, CAPACITIES, OPERATIONS, AND PROGRAMS

SUMMARY:

Staff has prepared information related to IRWD's water banking facilities, capacities, operations and exchange programs that may serve as reference during the Committee meeting. The information is presented in a format that can be updated as necessary to reflect changes in IRWD's projects, programs and operations. At the Committee meeting, staff will review this information. Staff will also provide an update on ongoing efforts to secure water for recharge at IRWD's water banking projects as well as the expected near-term availability of State Water Project (SWP) Article 21 and high-flow Kern River water.

BACKGROUND:

To assist with the facilitation of Committee meeting discussions, staff has prepared reference materials in tabular, map, and schematic formats that describe IRWD's water banking facilities, capacities, operations, and exchange programs. The reference materials will be updated, as needed, to reflect changes to the projects, programs, and operations. The following is an overview of the reference materials provided. At the Committee meeting, staff will provide an update on efforts to secure additional water for recharge at IRWD's water banking projects. Staff will also provide an update on the expected near-term availability of SWP Article 21 and high-flow Kern River water.

Capacity and Operations Tables:

A table presenting storage, recharge and recovery capacities of existing and planned IRWD water banking projects, including capacities available to IRWD in the Kern Water Bank, is attached as Exhibit "A". Exhibits "B" and "C" provide an update on water banking recovery and recharge operations, as well as the balance of the water stored in the Kern Water Bank. Exhibit "B" provides before-loss estimates of water recharged at the water banking projects, and Exhibit "C" provides after-loss estimates of water recharged at the projects. Both Exhibits "B" and "C" include a column that provides totals for each water type and storage location. Changes were made to these operations tables to reflect an increase in 2019 SWP Table A allocations from 10% to 15%. Exhibit "D" provides an overview of dedicated storage, recharge and recovery capacities at IRWD's Strand Ranch and Stockdale West projects.

Project Maps:

To support the tables provided as Exhibits "A", "B", "C" and "D", staff has prepared maps that depict project wells and pipelines, recharge basins and Cross Valley Canal (CVC) turnout locations, along with the most current recharge rates. These maps are provided as Exhibits "E", "F" and "G", respectively. The facilities shown on the maps are associated with the Strand Ranch, Stockdale West, Stockdale East and Rosedale-Rio Bravo Water Storage District Drought Relief Projects.

Program Agreement Diagrams:

Schematic diagrams have been prepared that depict the IRWD water banking and exchange programs with Rosedale, Buena Vista Water Storage District (BVWSD), Dudley Ridge Water District (DRWD), and Metropolitan Water District of Southern California. These diagrams are provided as Exhibits “H”, “I”, “J”, “K” and “L”, as described in the List of Exhibits.

Recharge Opportunities:

IRWD has been pursuing additional opportunities to secure water for recharge. At the Committee meeting, staff will provide an update on efforts to secure water from:

- Antelope Valley-East Kern Water Agency
- Carpinteria Valley Water District;
- DRWD;
- Mojave Water District; and
- Other sources.

Availability of Water in 2019:

On February 12, 2019, the California Department of Water Resources informed the SWP contractors that based on forecasted weather, there is a potential that Article 21 water would be available starting the week of February 18. Currently, there is limited available conveyance capacity for IRWD’s use in the CVC due to ongoing deliveries of SWP water to Kern County Water Agency member units that are trying to avoid spilling carryover water from San Luis Reservoir. Staff is working with DRWD and Rosedale to coordinate delivery of Article 21 water to the Strand and Stockdale West projects that is expected to be available to IRWD as a landowner in DRWD.

BVWSD has informed IRWD that, depending on weather, it may have high-flow Kern River water available for delivery to the Strand Ranch beginning in early March 2019. Currently there are operational issues related to delivering Kern River water through the CVC. BVWSD has indicated that it will notify IRWD as early as possible of its request to recharge high-flow Kern River water. Staff continues to work closely with Rosedale for use of CVC conveyance capacity as well as exchange opportunities for delivering Kern River water to the Strand and Stockdale West projects. At the meeting, staff will provide the Committee an update related to the availability of water for recharge at the projects.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDATION:

Receive and file.

LIST OF EXHIBITS:

- Exhibit “A” – Recharge, Storage and Recovery Capacities of Current and Anticipated Water Banking Projects
- Exhibit “B” – Water Banking Storage, Recharge and Recovery Operations before Losses
- Exhibit “C” – Water Banking Storage, Recharge and Recovery Operations after Losses
- Exhibit “D” – Dedicated Capacities of Current Water Banking Projects
- Exhibit “E” – Map of Water Banking Project Wells and Pipelines
- Exhibit “F” – Map of Water Banking Recharge Basins and Cross Valley Canal Turnout Facilities
- Exhibit “G” – Map of Water Banking Recharge Rates
- Exhibit “H” – Diagram of IRWD-Rosedale Water Banking and Exchange Program Agreements
- Exhibit “I” – Diagram of Long-Term Water Exchange Program with BVWSD and Diagram of One-Year Program to Augment Recharge Using Stockdale West Recharge Facilities with BVWSD
- Exhibit “J” – Diagram of Unbalanced Exchange Program Diagram with DRWD
- Exhibit “K” – Diagram of Coordinated Operating, Water Storage, Exchange and Delivery Agreement with Metropolitan Water District
- Exhibit “L” – Diagram of Template Wheeling Agreement with Metropolitan Water District

Exhibit "A"

TABLE 1
Current and Anticipated Water Banking Project
Recharge, Storage and Recovery Capacities
 February 21, 2019

WATER BANKING PROJECT	OWNERSHIP AND WELL INFO			ALLOCATED CAPACITY (AF)					1 ST PRIORITY RECOVERY CONDITIONS (CFS)		2 ND PRIORITY RECOVERY CONDITIONS (CFS)	
	IRWD OWNED	WELLS EXISTING	WELLS PROPOSED OR UNDER CONST.	TOTAL STORAGE CAPACITY	ANNUAL RECHARGE 1 ST PRIORITY	ANNUAL RECHARGE 2 ND PRIORITY	ANNUAL RECOVERY 1 ST PRIORITY	ANNUAL RECOVERY 2 ND PRIORITY	RECOVERY CAPACITY AS PLANNED ¹	ESTIMATED RECOVERY CAPACITY (DEC. 2016 CONDITIONS) ²	RECOVERY CAPACITY AS PLANNED	RECOVERY CAPACITY CURRENT CONDITIONS
Strand Ranch	Yes	7	-	50,000	17,500	-	17,500	-	40.0	35.0	-	-
Stockdale West	Yes	3	-	26,000	27,100	-	11,250	-	15.0	15.0	-	-
Stockdale East	No	-	2	-	-	19,000	-	7,500	-	-	10.0	-
IRWD Acquired Storage Account ³	No	-	-	50,000	-	-	-	-	-	-	-	-
Drought Relief Project Wells ³	No	-	3	-	-	-	-	-	15.0	-	-	-
Kern Water Bank Storage Account ⁵	No	-	-	9,495	3,200	-	6,330	-	-	-	-	-
TOTALS		10	5	126,000	44,600	19,000	28,750	7,500	70.0	50.0	10.0	0.0
Partner Capacities ⁴				38,000	22,300	9,500	10,850	0	35.5	25.0	-	-
IRWD Capacities				88,000	22,300	9,500	17,900	7,500	34.5	25.0	-	-
IRWD's recovery <i>during</i> 6 month partner recovery period (AF)									12,420	9,000	-	-
IRWD's recovery <i>after</i> 6 month partner recovery period (AF)									5,480	6,733	-	-
TOTALS (AF)									17,900	15,733	-	-
Number of months needed to recover IRWD's total AF after partners' recovery (Assumes IRWD has use of total recovery capacity after partners' recovery)									8.6	10.2	-	-
Strand Ranch monthly recharge amount assuming 0.3 ft/day average recharge rate (AF)											4,518	
Stockdale West monthly recharge amount assuming 0.3 ft/day average recharge rate (AF)											2,331	

¹ Based on designed Strand recovery capacity assuming 370' bgs. Assumes 5 cfs for each of the Stockdale West and Drought Relief wells in order to meet IRWD's Water Banking, Transfers, and Wheeling policy position. Assumes partners' water is recovered over 6 months.

² Strand Ranch and Stockdale West wells currently idle.

³ IRWD has use of Acquired Storage and Drought Relief Project wells until January 12, 2039, unless the term of the agreement is extended.

⁴ One half of storage capacity at Stockdale West and Strand Ranch will be allocated for partners.

⁵ Kern Water Bank capacities based on 6.58% of Dudley Ridge Water District's 9.62% share of the Kern Water Bank. Annual recharge amount is based on an average of recharge rates for high and low groundwater level conditions. Not included in storage capacity, recharge, and recovery totals to match IRWD's Water Banking Policy Position Paper.

Exhibit "B"

TABLE 2
IRWD's Water Banking Storage, Recharge and Recovery Operations - BEFORE LOSSES
February 21, 2019

TRANSACTIONS	WATER BANKING ENTITY					TOTAL BY WATER TYPE AND STORAGE LOCATION
	IRWD		BUENA VISTA (BVWSD)	CENTRAL COAST (CCWA)	DUDLEY RIDGE WATER DISTRICT (DRWD) ³	
	SWP ¹	NON-SWP ²	NON-SWP	SWP	SWP	
BEGINNING WATER IN STORAGE 2018 (AF)						
Total Kern Water Bank	-	4,656	-	-	-	4,656
Total MWD System ⁴	8,349	-	-	-	1,174	10,047
Total Kern County	3,257	17,704	6,869	289	2,388	30,507
TOTAL STORED WATER (1/1/2018)	11,606	22,360	6,869	289	3,562	44,686
MWD Water to Jackson Ranch - in 2018 ⁵	-	-	-	-	(295)	
(RECOVERY) AND RECHARGE IN 2018 (AF)						
Kern Water Bank Deliveries	-	-	-	-	-	-
2018 SWP Allocation (35%) ³	310	-	-	-	310	620
High Flow Kern River	-	-	(1,667)	-	-	(1,667)
TOTAL 2018 TRANSACTIONS	310	-	(1,667)	-	310	(1,047)
Total Kern Water Bank	-	4,656	-	-	-	4,656
Total MWD System	8,349	-	-	-	879	9,228
Total Kern County	3,567	17,704	5,202	289	2,698	29,460
TOTAL STORED WATER (1/1/2019)	11,916	22,360	5,202	289	3,577	43,344
(RECOVERY) AND RECHARGE IN 2019 (AF)						
Kern Water Bank Deliveries	-	-	-	-	-	-
2019 SWP Allocation (15%) ³	131	-	-	-	131	262
TOTAL ESTIMATED 2019 TRANSACTIONS	131	-	-	-	131	262
ESTIMATED WATER IN STORAGE 2019 (AF)						
Total Kern Water Bank	-	4,656	-	-	-	4,656
Total MWD System	8,349	-	-	-	879	9,228
Total Kern County	3,698	17,704	5,202	289	2,829	29,722
TOTAL ESTIMATED STORED WATER TO DATE	12,047	22,360	5,202	289	3,708	43,606

NOTES:

-MWD = Metropolitan Water District of Southern California.

¹ IRWD's SWP includes 437 AF from CVWD that stays in Kern County.

² IRWD's Non-SWP total includes 3,158 AF of Kern County Water Agency Article 21 Water.

³ DRWD water supply will be returned by MWD or IRWD's Strand Ranch to IRWD's Jackson Ranch. IRWD's 2013-2016 SWP allocation amounts are stored in the MWD system.

IRWD's 2017 and 2018 SWP allocation water is stored in Kern County; assumes 2019 SWP water will be stored in Kern County.

⁴ Beginning balance of water stored in MWD system includes: 4,494 AF from 2014 Exchange, 3,206 AF of 2014 borrowed SWP, 649 AF of IRWD's 2013-2016 SWP allocations through DRWD.

⁵Water returned to DRWD by MWD for use on IRWD's Jackson Ranch.

Exhibit "C"

TABLE 3
IRWD's Water Banking Storage, Recharge and Recovery Operations - AFTER LOSSES
February 21, 2019

TRANSACTIONS	WATER BANKING ENTITY					TOTAL BY WATER TYPE AND STORAGE LOCATION
	IRWD		BUENA VISTA (BVWSD)	CENTRAL COAST (CCWA)	DUDLEY RIDGE WATER DISTRICT (DRWD) ³	
	SWP ¹	NON-SWP ²	NON-SWP	SWP	SWP	
BEGINNING WATER IN STORAGE 2018 (AF)						
Total Kern Water Bank	-	4,233	-	-	-	4,233
Total MWD System ⁴	7,393	-	-	-	1,174	9,091
Total Kern County	2,782	15,564	6,199	246	2,131	26,921
TOTAL STORED WATER (1/1/2018)	10,175	19,797	6,199	246	3,305	39,721
MWD Water to Jackson Ranch - in 2018 ⁵	-	-	-	-	(295)	(295)
(RECOVERY) AND RECHARGE IN 2018 (AF)						
Kern Water Bank Deliveries	-	-	-	-	-	-
2018 SWP Allocation (35%) ³	264	-	-	-	264	528
High Flow Kern River	-	-	(1,667)	-	-	(1,667)
TOTAL 2018 TRANSACTIONS	264	-	(1,667)	-	264	(1,139)
Total Kern Water Bank	-	4,233	-	-	-	4,233
Total MWD System	7,393	-	-	-	879	8,272
Total Kern County	3,046	15,564	(1,667)	246	2,395	19,584
TOTAL STORED WATER (1/1/2019)	10,439	19,797	4,532	246	3,274	38,288
(RECOVERY) AND RECHARGE IN 2019 (AF)						
Kern Water Bank Deliveries	-	-	-	-	-	-
2019 SWP Allocation (15%) ³	111	-	-	-	111	222
High Flow Kern River	-	-	-	-	-	-
TOTAL ESTIMATED 2019 TRANSACTIONS ⁶	111	-	-	-	111	222
ESTIMATED WATER IN STORAGE 2019 (AF)						
Total Kern Water Bank	-	4,233	-	-	-	4,233
Total MWD System	7,393	-	-	-	879	8,272
Total Kern County	3,157	15,564	4,532	246	2,506	26,005
TOTAL ESTIMATED STORED WATER TO DATE	10,550	19,797	4,532	246	3,385	38,510

NOTES:

-Water in storage has been adjusted to account for losses. IRWD's water stored in Kern County is adjusted 15% for losses (5% for out of county loss, 6% surface loss, and 4% reserve loss); Water stored for DRWD and BVWSD in Kern County is adjusted 10% (6% for surface loss and 4% for reserve loss); KWB losses are 10%; no losses for water directly delivered to MWD system.

-MWD = Metropolitan Water District of Southern California.

¹ IRWD's SWP includes 389 AF from CVWD that stays in Kern County.

² IRWD's Non-SWP total includes 2,842 AF of Kern County Water Agency Article 21 Water.

³ DRWD water supply will be returned by MWD or IRWD's Strand Ranch to IRWD's Jackson Ranch. IRWD's 2013-2016 SWP allocation amounts are stored in the MWD system. IRWD's 2017 and 2018 SWP allocation water is stored in Kern County; assumes 2019 SWP water will be stored in Kern County.

⁴ Beginning balance of water stored in MWD system includes (net of CVC losses): 3,920 AF of 2014 Exchange, 2,824 AF of 2014 borrowed SWP, 649 AF of IRWD's 2013-2016 SWP allocations through DRWD.

⁵ Water returned to DRWD by MWD for use on IRWD's Jackson Ranch.

⁶ 2019 transactions may be adjusted for conveyance losses in CVC.

Exhibit "D"

TABLE 4
IRWD Dedicated Water Banking Capacities for Existing and Proposed Exchange Programs
February 21, 2019

STORAGE CAPACITY

Program	Dedicated Storage Capacity Strand Ranch (AF)	Dedicated Storage Capacity Stockdale West (AF)	Dedicated Storage Capacity Leased Storage Account (AF)	Kern Water Bank Storage Capacity (AF)
Total Capacity	50,000	26,000	50,000	9,495
BVWSD	40,000	-	-	-
DRWD	10,000	-	-	-
AVEK	-	20,000	-	-
CVWD	-	5,000	-	-
Total Dedicated	50,000	25,000	-	-
Total Remaining	-	1,000	50,000	9,495

RECHARGE CAPACITY

Program	Dedicated Recharge Capacity Strand Ranch (AF)	Dedicated Recharge Capacity Stockdale West (AF)	Dedicated Recharge Capacity Leased Storage Account (AF)	Kern Water Bank Recharge Capacity (AF)
Total Capacity	17,500	27,100	-	3,200
BVWSD	17,500	-	-	-
DRWD	-	-	-	-
AVEK	-	20,000	-	-
CVWD	-	5,000	-	-
Total Dedicated	17,500	25,000	-	-
Total Remaining	-	2,100	-	3,200

RECOVERY CAPACITY

Program Partner	Dedicated Recovery Capacity Strand Ranch (AF)	Dedicated Recovery Capacity Stockdale West (AF)	Dedicated Recovery Capacity Leased Storage Account (AF)	Kern Water Bank Recovery Capacity (AF)
Total Capacity	17,500	11,250	-	6,330
BVWSD	6,667	-	-	-
DRWD	-	-	-	-
AVEK	-	3,333	-	-
CVWD	-	833	-	-
IRWD	10,833	7,084	-	6,330
Total Dedicated	17,500	11,250	-	6,330
Total Remaining	-	-	-	-



Irvine Ranch
WATER DISTRICT

Location Map: IRWD Water Banking Projects Wells and Turnin Pipelines

MAP FEATURES

- Existing Extraction Well
- Planned Extraction Well
- Well Under Construction
- Well Discharge Pipelines
- Stockdale East
- Stockdale West
- Strand Ranch

This figure shows the location of IRWD's water banking project sites as well as existing and proposed extraction wells.

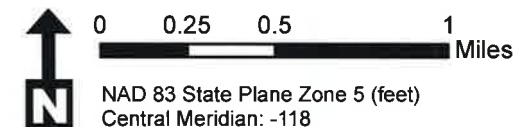


Exhibit "E"

Rosedale Highway

Drought Relief Project

Enos Ln

Stockdale Highway

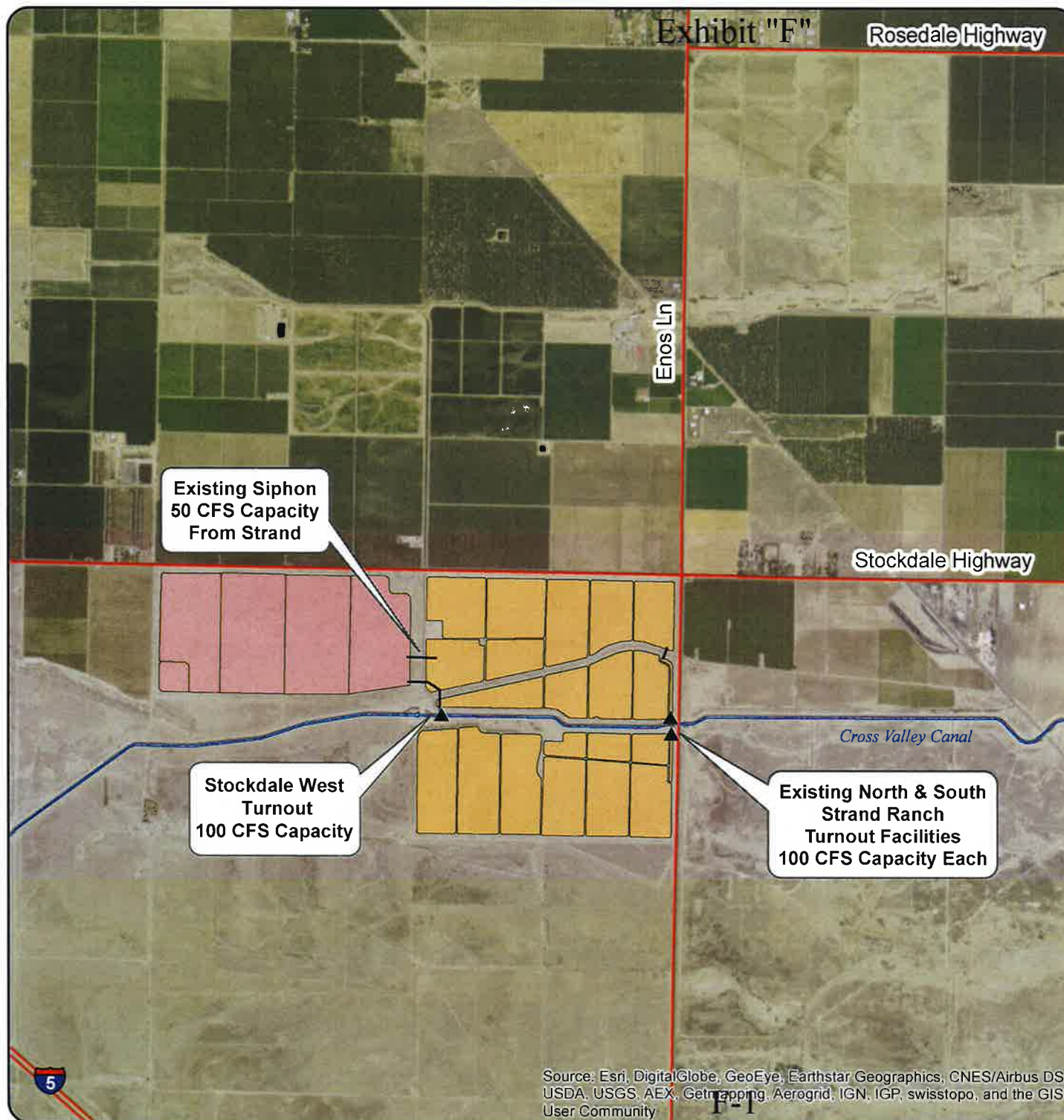
Stockdale
West

Stockdale
East

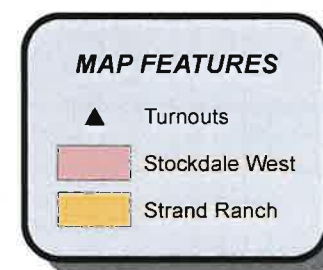
Cross Valley Canal

Strand Ranch

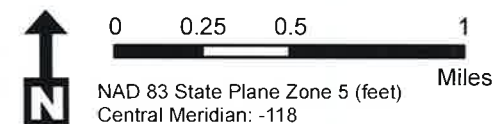
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

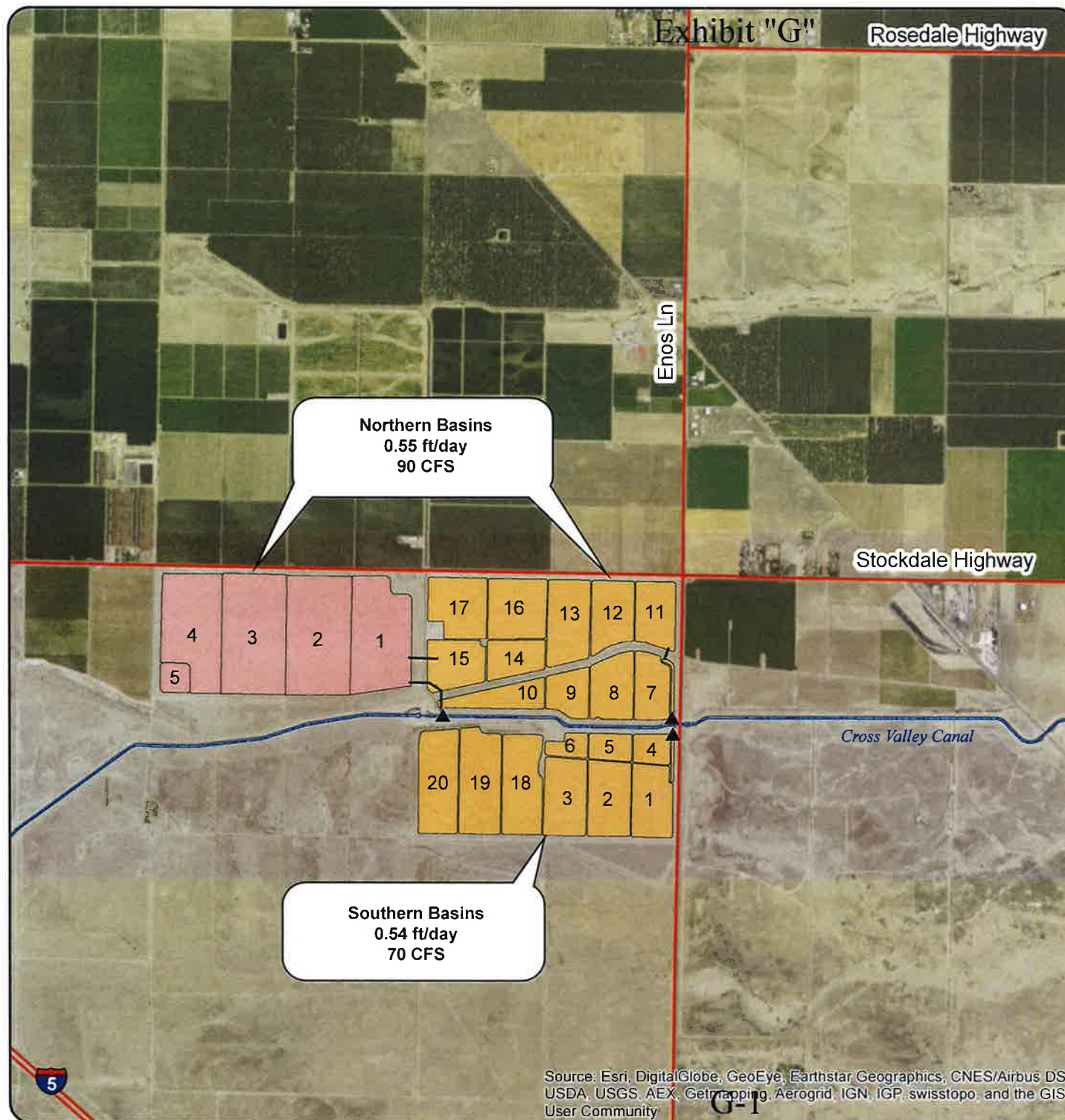


**Location Map:
IRWD Water Banking Projects
Recharge Basins & Turnout
Facilities**

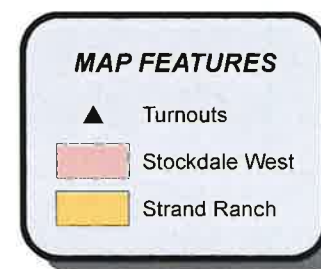


This figure shows the location of recharge basins as well as existing and anticipated pipelines and turnout facilities.





Location Map: IRWD Water Banking Projects Recharge Rates



This figure shows the location of recharge basins and their associated recharge rates as of February 2019.

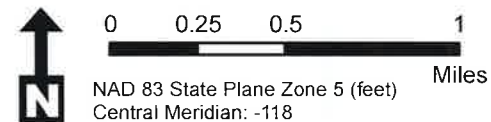


Exhibit "H"

IRWD-Rosedale Water Banking and Exchange Program Agreements

Effective 1/12/2009 through 1/12/2039 (Strand Ranch)
2/4/2016 through 1/12/2039 (Stockdale West)

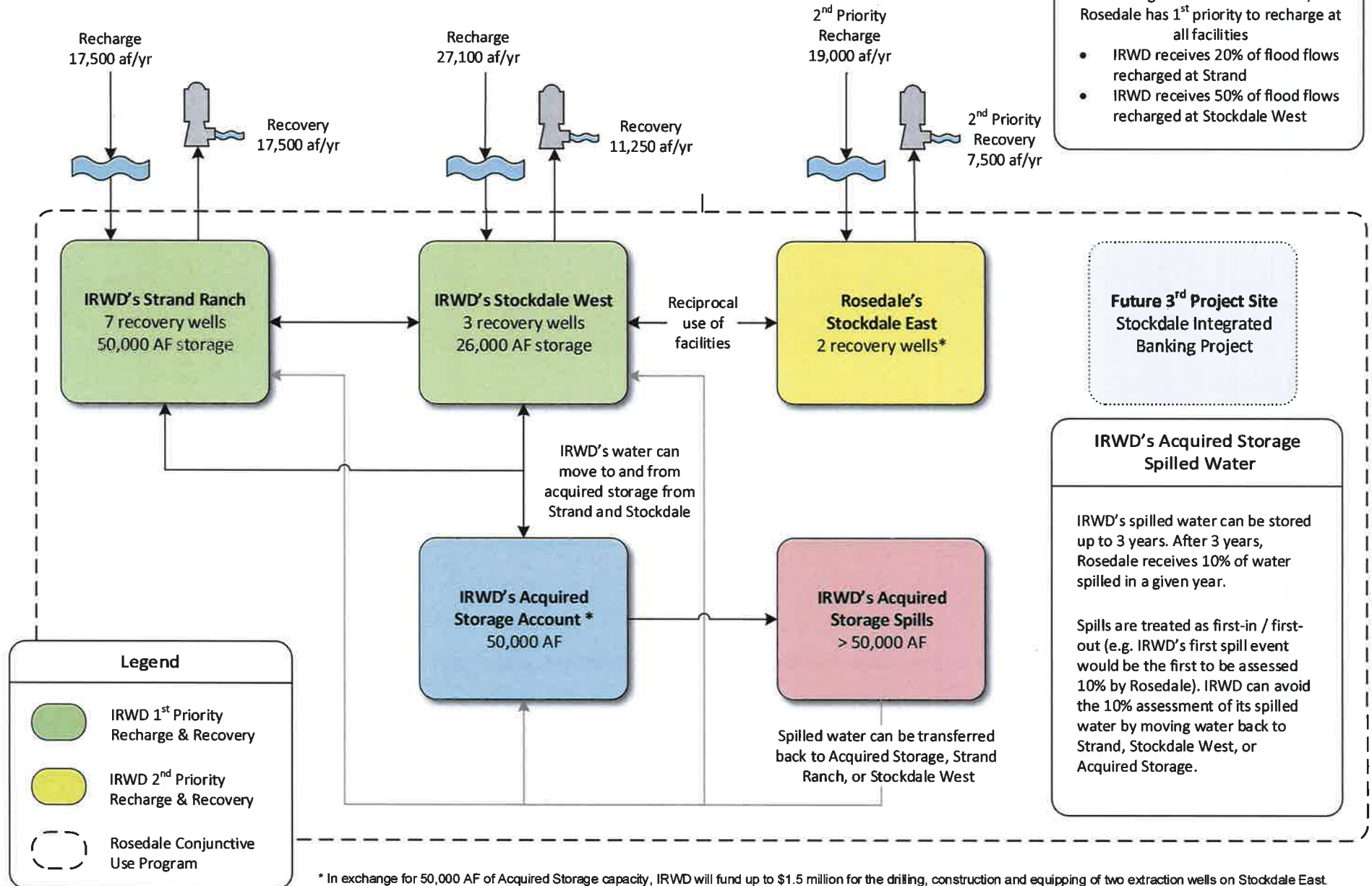
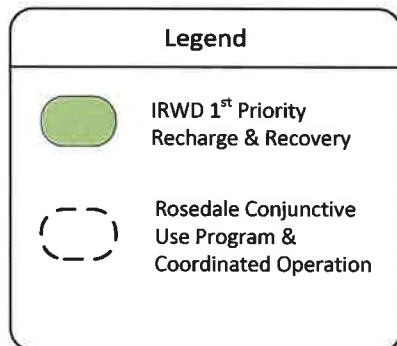
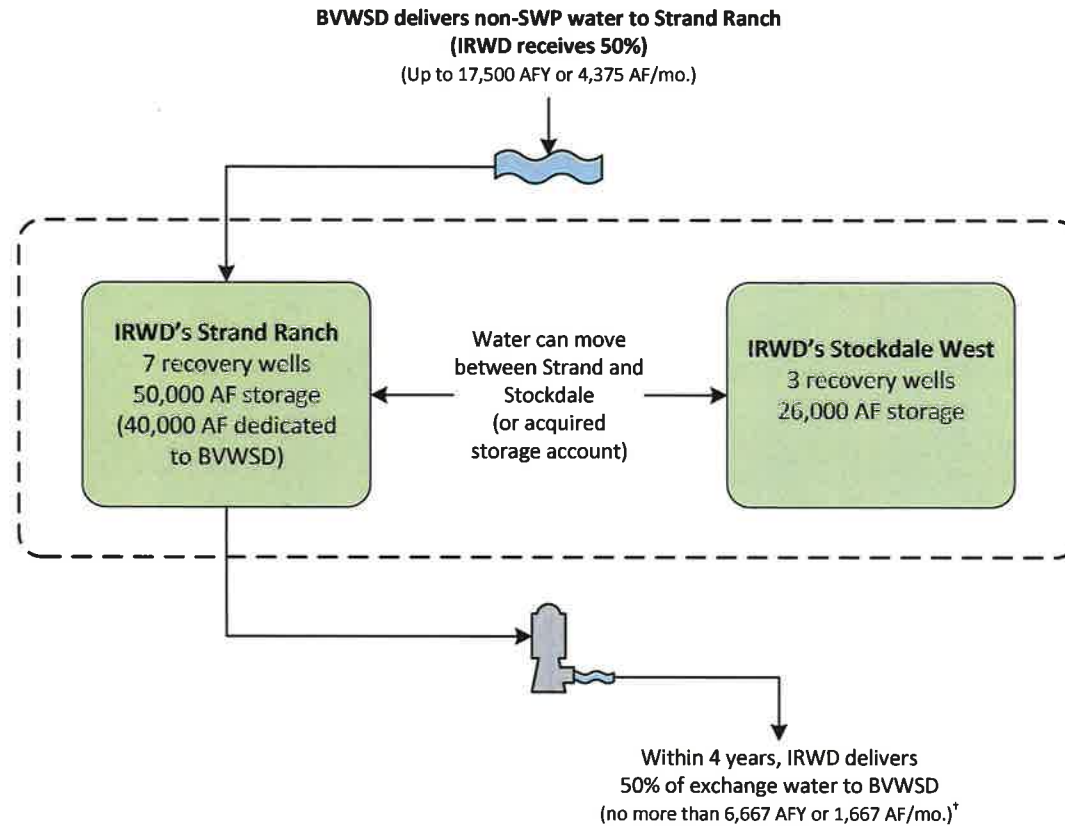


Exhibit "I"

Buena Vista Water Storage District Long Term Water Exchange Program

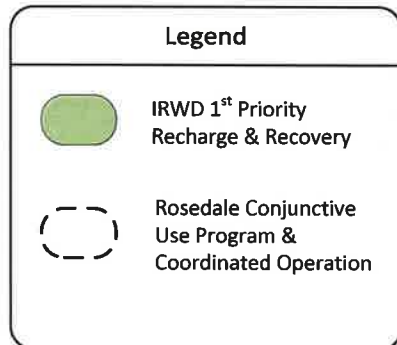
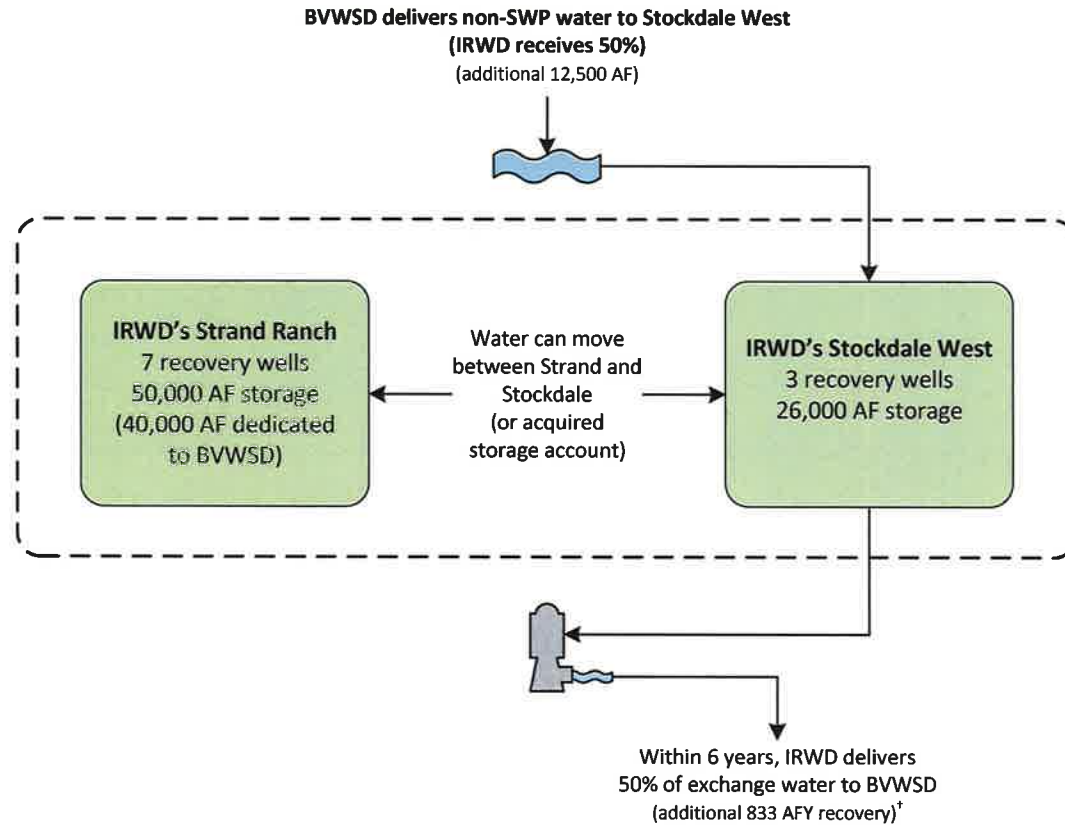
Effective 1/1/2011 through 1/12/2039



[†]IRWD shall remit one-half of the exchanged supply less one-half of reasonable losses back to BV no later than December 31st of the 4th year following the associated recharge event. IRWD pays for recovery of water returned to BV. Water to be remitted back to BV may remain in storage at Strand Ranch beyond the 4th year, in exchange for a greater percent being transferred to IRWD as compensation per the table shown to the right:

Year Following Recharge Event	Percent Transferred to IRWD	Percent Returned to BV During or Before Indicated Year
1	50%	50%
2	50%	50%
3	50%	50%
4	50%	50%
5	60%	40%
6	70%	30%
7	80%	20%
8	90%	10%
9	100%	0%

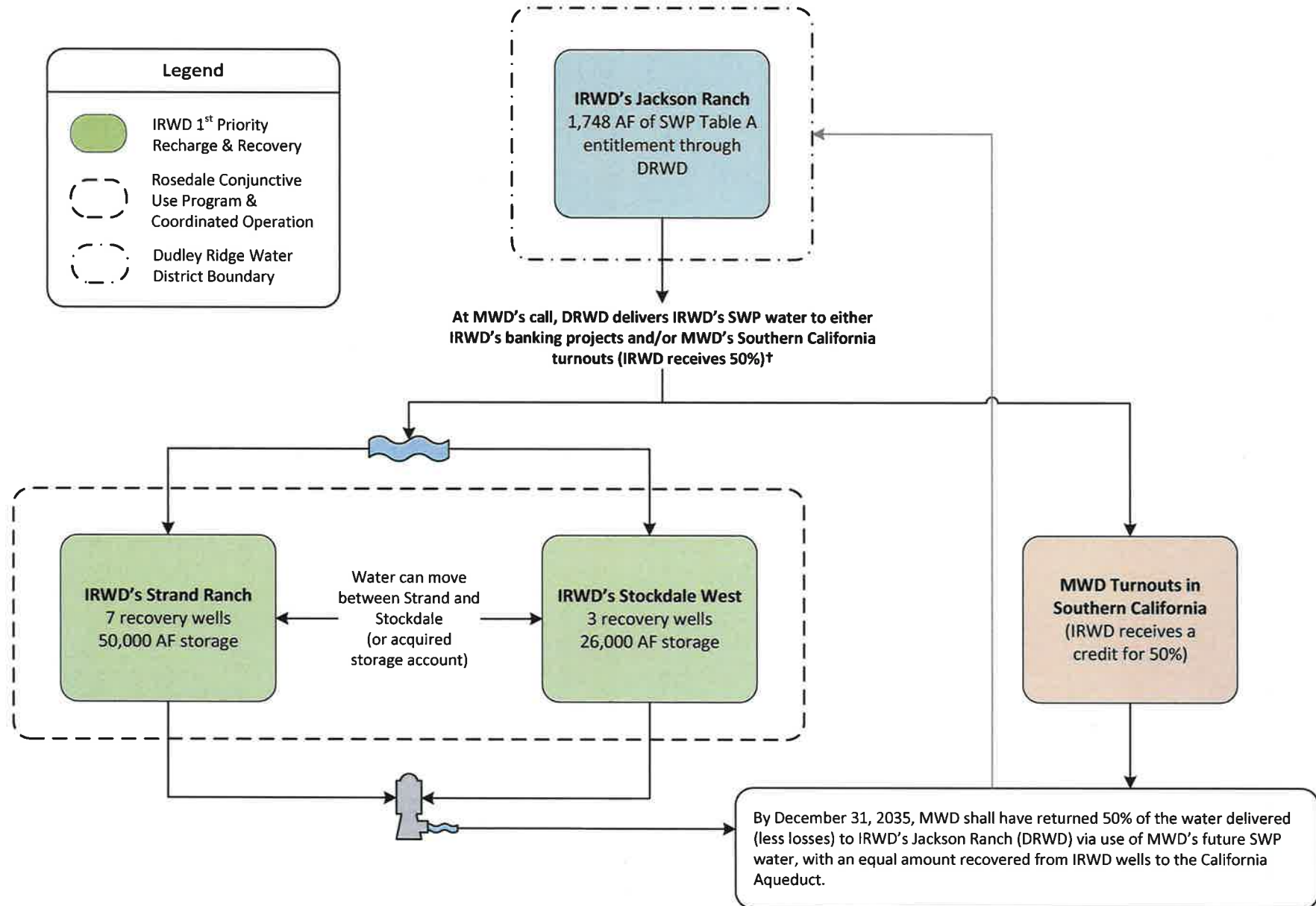
Buena Vista Water Storage District One-Year Program to Augment Recharge Using Stockdale West Recharge Facilities Effective 4/1/2017 through 3/30/2018



*IRWD shall remit one-half of the exchanged supply less one-half of reasonable losses back to BV no later than December 31st of the 6th year following the associated recharge event. IRWD pays for recovery of water returned to BV. Water to be remitted back to BV may remain in storage at Strand Ranch beyond the 6th year, in exchange for a greater percent being transferred to IRWD as compensation per the table shown to the right:

Year Following Recharge Event	Percent Transferred to IRWD	Percent Returned to BV During or Before Indicated Year
1	50%	50%
2	50%	50%
3	50%	50%
4	50%	50%
5	50%	50%
6	50%	50%
7	75%	25%
8	100%	0%
9	100%	0%

Exhibit "J"
Dudley Ridge Water District (DRWD) Unbalanced Exchange Program
Up to 12,240 AF delivered from 6/7/2018 through 12/31/2017



†Consistent with IRWD-MWD coordinated operating agreement.

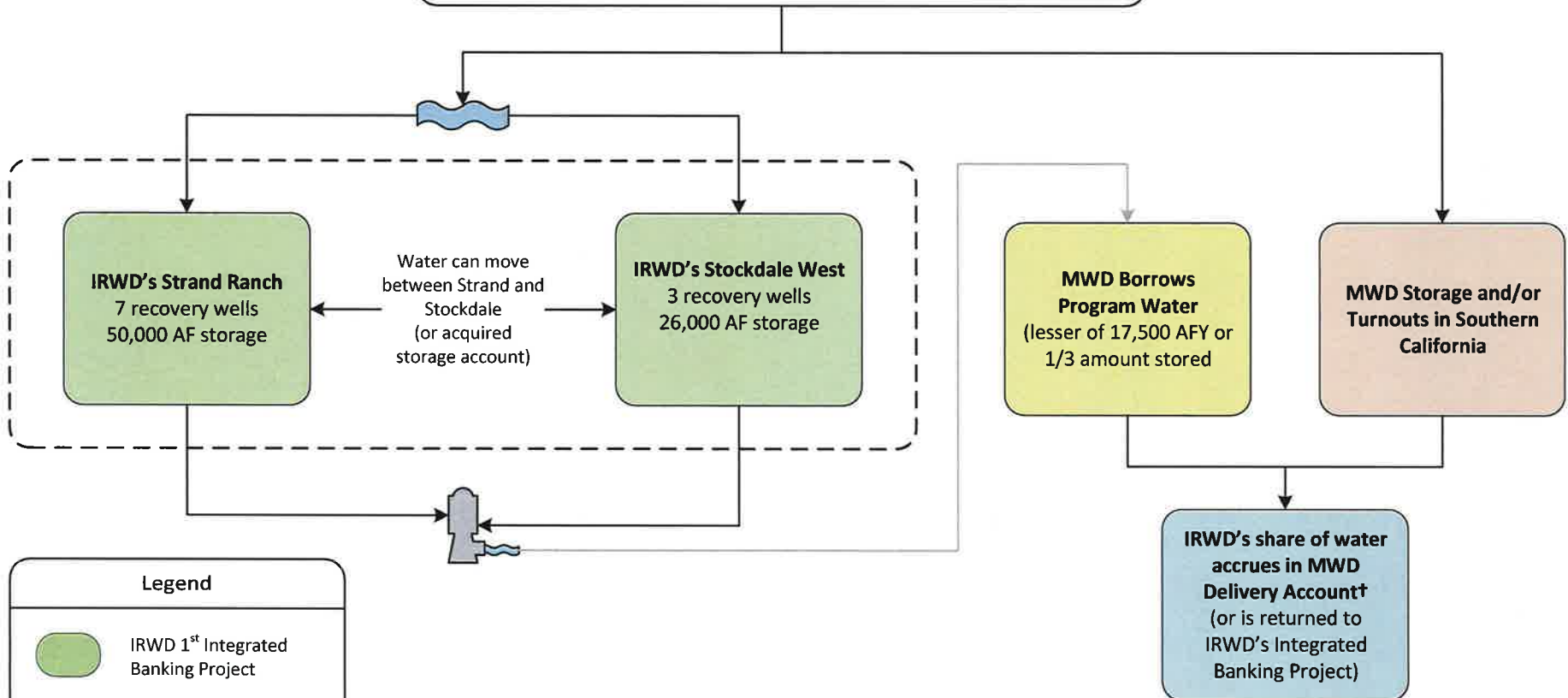
Exhibit "K"

Coordinated Operating, Water Storage, Exchange and Delivery Agreement Between MWD, MWDOC and IRWD Effective 5/1/2011 through 11/4/2035

With MWD's consent, IRWD secures SWP water (Program Water) through exchanges with IRWD Banking Partners for use as extraordinary supply under MWD Water Supply Allocation Plan

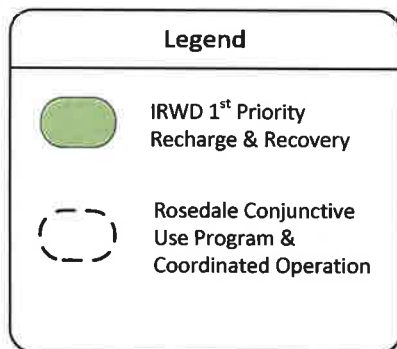
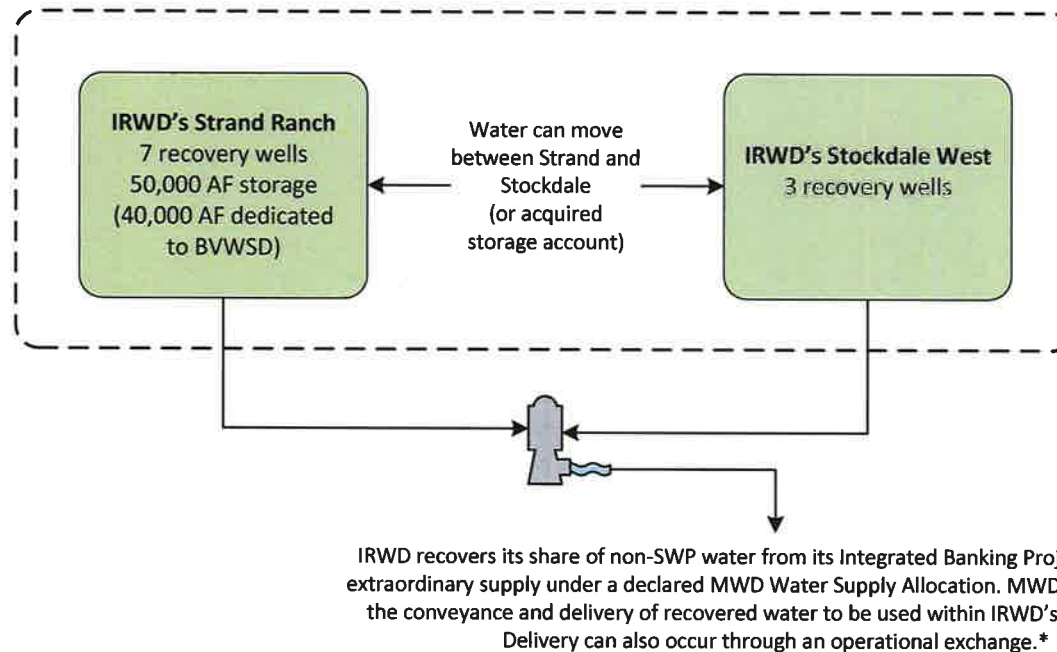
MWD has three options for the use and storage of Program Water:

- Storage of water in IRWD's Integrated Banking Project
- Delivery to Southern California for immediate use and/or storage in MWD system
- Borrow a portion of Program water, with accrual in MWD Delivery Account



- Under an MWD Allocation, when IRWD calls for water, IRWD must first recover Program Water from the Integrated Banking Project before receiving water from the MWD Delivery Account.
- MWDOC shall pass through extraordinary supply credits for IRWD's benefit.
- † IRWD's banking partner share of Program Water to be returned by MWD.

Exhibit "L"
Agreement for Conveyance of Water Between MWD, MWDOC, and IRWD (Wheeling Agreement)
Template for future agreements



*The recovered water must be used within IRWD's service area. IRWD to pay MWD wheeling charges, including system access rate, water stewardship rate, and treatment surcharge (if applicable), for each acre foot of recovered water wheeled by MWD. IRWD will pay the actual costs of power incurred by MWD to convey recovered water in the California Aqueduct to IRWD delivery points.

February 21, 2019

Prepared by: R. Bennett / K. Welch

Submitted by: F. Sanchez / P. Weghorst

Approved by: Paul A. Cook



SUPPLY RELIABILITY PROGRAMS COMMITTEE

SUSTAINABLE GROUNDWATER MANAGEMENT ACT COMPLIANCE FOR IRWD'S KERN COUNTY WATER BANKING FACILITIES

SUMMARY:

On September 16, 2014, Governor Brown signed the Sustainable Groundwater Management Act (SGMA). The intent of the legislation was to require local and regional agencies to develop and implement plans to sustainably manage the groundwater resources of basins throughout the State. IRWD's Strand Ranch and Stockdale West water banking projects are located within the Kern County Sub-basin of the San Joaquin Valley Groundwater Basin.

The Kern Groundwater Authority was formed as a local Groundwater Sustainability Agency (GSA), which includes Rosedale-Rio Bravo Water Storage District. Rosedale has offered to provide SGMA coverage for IRWD's water banking lands, which are located outside of Rosedale's boundaries, by including these areas within its chapter of the Groundwater Sustainability Plan (GSP) being prepared by the Kern Groundwater Authority. Rosedale would provide SGMA coverage through the execution of two agreements. To ensure SGMA compliance for IRWD's Strand Ranch and Stockdale West properties, staff recommends that the Board authorize the General Manager to execute the following agreements subject to non-substantive changes approved by legal counsel:

- Memorandum of Agreement – Sustainable Groundwater Management Act Agreement with Rosedale-Rio Bravo Water Storage District; and
- Groundwater Sustainability Planning Agreement Between Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District.

BACKGROUND:

Governor Brown signed three bills that comprised SGMA (SB1168, AB1739 and SB1319) on September 16, 2014. The intent of the law is to require local and regional agencies to develop and implement sustainable groundwater management plans through the formation of GSA's. This groundwater management law accomplishes the following:

- Establishes a framework for local agencies to develop plans and strategies to sustainably manage groundwater resources;
- Requires that all high and medium priority basins have a GSA made up of one or more local agencies to develop and implement a GSP for each basin;
- Sets a 20-year timeline for implementation; and
- Presumes areas not covered by a GSA will be managed by the county in which the area lies. If the county chooses not to manage those areas, the areas would coordinate and report directly to the State Water Resources Control Board.

IRWD's Strand Ranch and Stockdale West water banking properties are located within the Kern County Sub-basin of the San Joaquin Valley Groundwater Basin, which has been identified by Department of Water Resources (DWR) as a high priority basin. IRWD's properties are located outside of any specific local agency's boundary and therefore are considered un-districted or "white areas" within the Kern County Sub-basin. The County of Kern was designated to represent and manage the "white areas" that overlie the Kern County Sub-basin. In December 2018, the Kern County Board of Supervisors elected to withdraw as the representative for the "white areas" after failing to secure blanket immunity from lawsuits that could arise from efforts to reduce local groundwater pumping in attempts to manage the basin.

Kern Groundwater Authority:

In March 2017, the Kern Groundwater Authority was formed as a joint powers authority, in which Rosedale is a member agency, which will serve as one of the local GSA's for the Kern County Sub-basin. The Kern Groundwater Authority will provide a framework for the active, comprehensive management of a portion of the sub-basin, to preserve and maintain local control of the groundwater resources and to provide long-term surety for all water users. The Kern Groundwater Authority's vision is to include all lands contained within its members' boundaries, except those that choose to participate in another GSA. Exhibit "A" is a list of the members of the Kern Groundwater Authority. Exhibit "B" shows the location of the current GSAs within the Kern County Sub-basin.

To comply with SGMA, each member of the Kern Groundwater Authority will prepare its own chapter of the GSP, which describes how groundwater supplies will be managed. All of the individual chapters will be incorporated into the Authority's GSP. The Kern Groundwater Authority encourages its member agencies to offer GSP coverage for lands located in close proximity to their jurisdictional boundaries that are within the "white areas". Execution of the agreements described below will ensure that the Strand and Stockdale West water banking projects and properties are included within Rosedale's chapter of the GSP.

Necessary Agreements for GSP Coverage for IRWD:

Rosedale's Board of Directors approved a Landowner Agreement which serves as a means for respective "white area" landowners to receive coverage through Rosedale's chapter of the GSP. IRWD's special legal counsel at Kronick Moskowitz Tiedemann & Girard (KMTG), reviewed the Landowner Agreement and determined that, since IRWD is different than a typical "white area" agricultural landowner, an additional separate agreement was needed to reflect specific terms related to IRWD and Rosedale's long-term water banking relationship. Per KMTG, additional information on the Landowner Agreement and the proposed separate agreement between IRWD and Rosedale is provided below.

Landowner Agreement:

Rosedale has executed the Landowner Agreement with 11 landowners whose lands are located outside of Rosedale's boundaries and who also desire to secure SGMA coverage within the

Rosedale chapter of the GSP. This Landowner Agreement was recorded with the County of Kern on September 13, 2018. Rosedale can incorporate additional lands to be represented by the Landowner Agreement by executing a Memorandum of Agreement that incorporates the recorded Landowner Agreement. Rosedale has prepared a Memorandum of Agreement for IRWD's signature, which effectively adds the Strand Ranch and Stockdale West properties into the Landowner Agreement. Execution of the Memorandum of Agreement will safeguard GSP coverage for IRWD. The Memorandum of Agreement and the incorporated Landowner Agreement are included as Exhibit "C". At the meeting, staff will review the key points of the Landowner Agreement. Once the Memorandum of Agreement is executed, it will be recorded in the official records of the County of Kern.

IRWD's special legal counsel believes that the Landowner Agreement is comprehensive and considers it reasonable for Rosedale to retain its ability to recover all costs incurred from the inclusion of lands located outside of its boundary into Rosedale's chapter of the GSP. Legal counsel has expressed concerns related to the possibility that additional land-based assessments or water charges could be imposed by entities other than the Kern Groundwater Authority. Although such assessments should not apply to IRWD's Strand and Stockdale West water banking facilities, these assessments could potentially occur outside of the Authority's control resulting in Rosedale not having control over levying these types of assessments on IRWD. This is a risk to all landowners within the jurisdiction of the Kern Groundwater Authority.

Separate Agreement Between Rosedale and IRWD:

Staff worked with IRWD special legal counsel and Rosedale to create a separate agreement between IRWD and Rosedale (IRWD-RRB Agreement), which ensures IRWD's lands are included in Rosedale's chapter of the GSP, while limiting selected parts of the Landowner Agreement that are not appropriate for IRWD's water banking properties. The separate IRWD-RRB Agreement is intended to reduce the District's potential exposure under the Landowner Agreement. The IRWD-RRB Agreement would protect IRWD's Strand Ranch and Stockdale West banking projects from any Rosedale GSP chapter restrictions or any fees, charges or assessments intended by the Kern Groundwater Authority to correct groundwater overdraft problems ("undesirable results") to which IRWD's projects do not contribute. The IRWD-RRB Agreement is attached as Exhibit "D". At the Committee meeting, staff will review key points of the IRWD-RRB agreement.

Staff Involvement in the SGMA Process:

Staff remains engaged in the SGMA process in Kern County and is actively participating with Rosedale. In November 2018, staff began participating in a Landowner Advisory Committee, which is comprised of five "white area" landowners. This committee was formed to provide Rosedale input and guidance on landowner issues relating to the development and implementation of Rosedale's chapter of the GSP.

In January 2019, IRWD began participating in a Rosedale Stakeholder Advisory Committee as a landowner within the Kern County Sub-basin. Rosedale created this committee to solicit key

stakeholders' involvement in the development of specific criteria for inclusion into its chapter of the GSP. This committee meets monthly and advises the Rosedale Board of Directors on issues pertaining to the development of Rosedale's chapter of the GSP.

FISCAL IMPACTS:

IRWD will initially pay \$9,340 (\$10 per acre) to include the Strand Ranch and Stockdale West lands within the Rosedale chapter of the GSP. A formula to calculate and allocate any additional costs will be determined by Rosedale in consultation with Landowners signatory to the Landowner Agreement and any associated Memorandum of Agreement.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

RECOMMENDATION:

That the Board authorize the General Manager to execute the Memorandum of Agreement - Sustainable Groundwater Management Act Agreement with Rosedale-Rio Bravo Water Storage District and to execute the Groundwater Sustainability Planning Agreement Between Rosedale-Rio Bravo Water Storage District and Irvine Ranch Water District, subject to non-substantive changes approved by legal counsel.

LIST OF EXHIBITS:

- Exhibit "A" – Kern Groundwater Authority Member Agencies
- Exhibit "B" – Location of Groundwater Sustainability Agencies in the Kern County Sub-basin
- Exhibit "C" – Memorandum of Agreement - Sustainable Groundwater Management Act
Management Agreement with Rosedale-Rio Bravo Water Storage District
- Exhibit "D" – Groundwater Sustainability Planning Agreement Between Rosedale-Rio Bravo
Water Storage District and Irvine Ranch Water District

Exhibit "A"

Kern Groundwater Authority Groundwater Sustainability Agency Members ⁽¹⁾

#	Member
1	Arvin Community Services District
2	Arvin-Edison WSD
3	City of Shafter
4	Kern County Water Agency
5	Kern County
6	Kern-Tulare WD
7	North Kern Water Storage District
8	Rosedale-Rio Bravo WSD
9	Shafter-Wasco ID
10	Southern San Joaquin Municipal Utility District
11	Tejon-Castaic WD
12	Westside District Water Authority
13	Wheeler Ridge-Maricopa WSD

(1) In addition to the 13 Kern Groundwater Authority Groundwater Sustainability Agency (GSA) members shown above, the Cawelo WD, Olcese WD, Semitropic WSD and West Kern WD are parties to the Kern Groundwater Authority's Joint Powers Agreement (March 22, 2017). These four agencies have formed their own GSA and are not part of the Kern Groundwater Authority's GSA (GEI and KGA, June, 2017).

Exhibit "B"

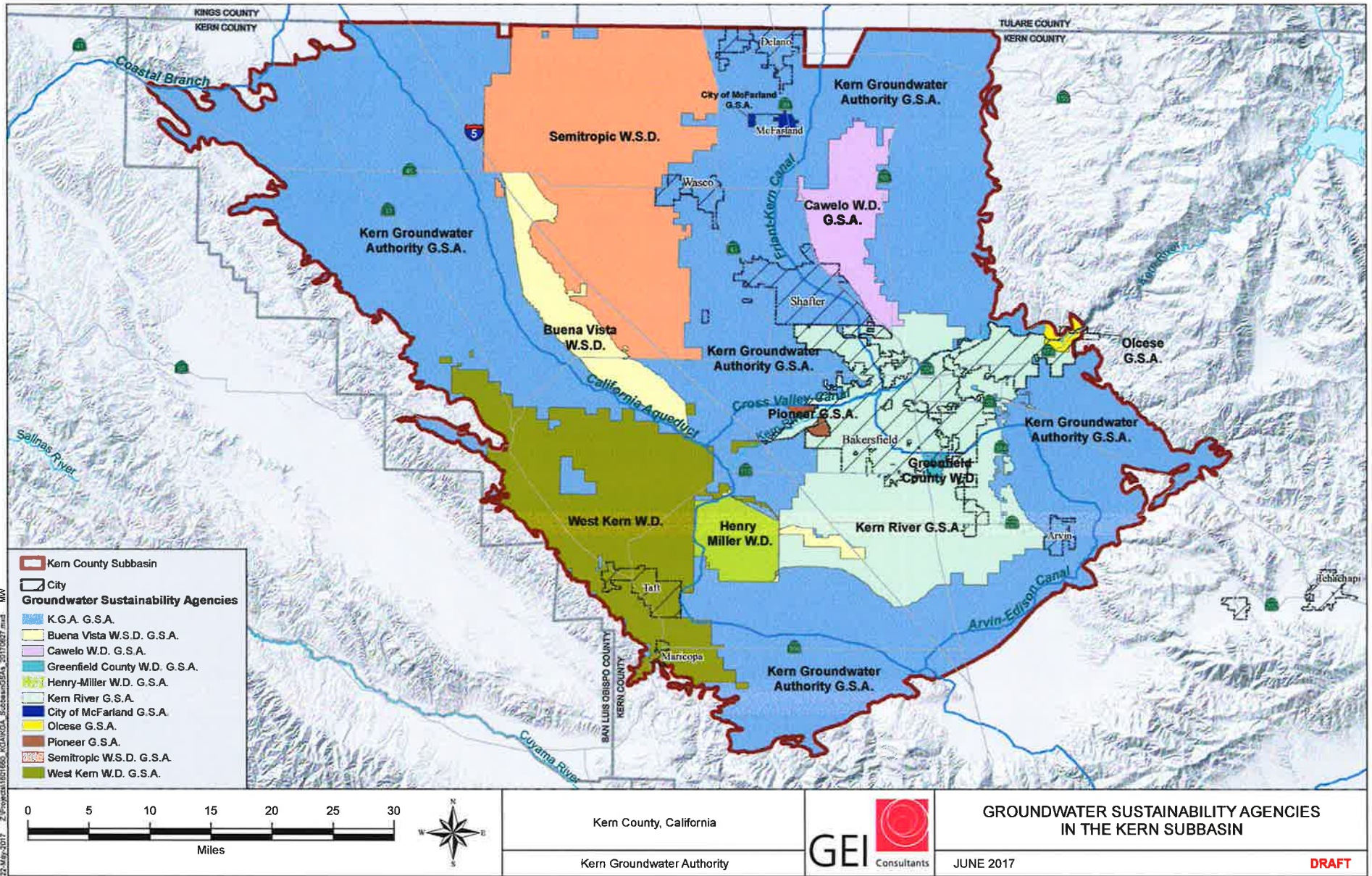


EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

ROSEDALE-RIO BRAVO WATER
STORAGE DISTRICT
P.O. Box 20820
Bakersfield, CA 93390-0820

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RECORDING FOR THE BENEFIT OF A GOVERNMENT AGENCY
NO FEE PURSUANT TO CA. GOV'T CODE SECTION 6103**

**Kern County APN's: 160-010-02; 160-010-07; 160-010-21; 160-010-22; 160-010-60;
160-020-12; 160-020-23**

MEMORANDUM OF AGREEMENT

Sustainable Groundwater Management Act Management Agreement with Rosedale-Rio Bravo Water Storage District

This Memorandum of Agreement - Sustainable Groundwater Management Act Management Agreement with Rosedale-Rio Bravo Water Storage District ("Agreement") is made and entered into this _____, 2019, by and among the Rosedale-Rio Bravo Water Storage District, ("District") and the landowner identified by its name and signature below ("Landowner"). District and Landowner are sometimes each individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landowner is an owner of certain real property in Kern County, California ("Landowner Land"), which property is generally identified by its Kern Assessor's Parcel Number(s) listed above and along with the Landowner's signature on this document, and which property is located outside of the District's boundaries.

WHEREAS, Landowner desires the District's assistance with respect to compliance with the Sustainable Groundwater Management Act ("SGMA");

WHEREAS, District has entered into a *Sustainable Groundwater Management Act Management Agreement* (dated May 31, 2018 and recorded on September 13, 2018 in the official records of Kern County as Document No. 000218120706) with several other landowners whose land is also located outside of the District's boundaries and who also desire the District's assistance with respect to SGMA compliance;

WHEREAS, District and Landowner desire to execute this Memorandum of Agreement, which is to be recorded in the official records of Kern County, in order that third parties may have notice of the respective rights and obligations of the District and Landowner with respect to SGMA compliance and the Landowner Land.

NOW, THEREFORE, in consideration of the foregoing Recitals and all of the terms and conditions of the above-referenced *Sustainable Groundwater Management Act Management Agreement*, it is agreed by and between the Parties as follows:

I. PURPOSE OF AGREEMENT

As set forth more fully in the *Sustainable Groundwater Management Act Management Agreement*, the Parties enter into this Memorandum of Agreement solely for the purpose of providing the Landowner a process to attempt to comply with SGMA through the inclusion of the Landowner Lands within the District's GSP Chapter. Neither the District nor any landowners within the District's current boundaries are committing anything to the Landowner Land except for the inclusion of the Landowner Land within the District's GSP Chapter, provided that all Landowners comply with the terms of the *Sustainable Groundwater Management Act Management Agreement*. Said agreement is intended to form the basis of the Parties' understanding regarding the terms and conditions of including the Landowner Land within the District's GSP Chapter, and their individual rights and responsibilities subsequent to such inclusion.

II. INCORPORATION OF AGREEMENT BY REFERENCE

All of the terms, conditions, provisions and covenants in the *Sustainable Groundwater Management Act Management Agreement* identified above are incorporated into this Memorandum of Agreement by reference as through written out at length herein. In the event of any inconsistency between the provision of this Memorandum of Agreement and those of the the *Sustainable Groundwater Management Act Management Agreement*, the provisions of the *Sustainable Groundwater Management Act Management Agreement* shall control. Copies of the *Sustainable Groundwater Management Act Management Agreement* are held by both Landowner and the District at their respective addresses. The Parties hereby acknowledge, agree to, and accept all of the terms, conditions, provisions and covenants in the *Sustainable Groundwater Management Act Management Agreement* identified above.

[SIGNATURES AND PROPERTY IDENTIFICATION ON THE FOLLOWING PAGE]

IRVINE RANCH WATER DISTRICT

APNs: 160-010-02; 160-010-07;
160-010-21; 160-010-22; 160-010-60;
160-020-12; 160-020-23

Signature

By: _____
Name and Title

Date

ROSEDALE-RIO BRAVO
WATER STORAGE DISTRICT:

Signature

By: Eric Averett, General Manager
Name and Title

Date

RECORDING REQUESTED BY:

Jon Lifquist, Assessor—Recorder
Kern County Official Records

BOLDENL
9/13/2018
11:12 AM

Recorded at the request of
Public

DOC#: **218120706**



Stat Types: 1 Pages: **34**

Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

WHEN RECORDED MAIL TO
AND UNLESS OTHERWISE STATED BELOW,
MAIL TAX STATEMENTS TO:

Rosedale-Rio Bravo Water Storage District
P.O. Box 20820
Bakersfield, CA 93390-0820

Space above this line for Recorder's use only

This page has been added to provide adequate space for recording information
(Additional recording fees apply)

Recording for the benefit of a Government Agency

DOCUMENT TITLE(S): Sustainable Groundwater Management Act
Management Agreement with Rosedale-Rio
Bravo Water Storage District

No fee pursuant to the Government Code 6103

(IF APPLICABLE—DEEDS, ETC.)

DOCUMENTARY TRANSFER TAX: \$ _____

- ☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR
☐ COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES
REMAINING THEREON AT TIME OF SALE.

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX, FIRM NAME

MAIL TAX STATEMENTS TO: _____

RECORDERS MEMO: POOR RECORDED
REPRODUCTION DUE TO QUALITY OF
PRINT OR TYPE ON ORIGINAL DOCUMENT.

**Sustainable Groundwater Management Act Management Agreement
with
Rosedale-Rio Bravo Water Storage District**

This Sustainable Groundwater Management Act Management Agreement with Rosedale-Rio Bravo Water Storage District ("Agreement") is made and entered into this 31st day of May, 2018, by and among the Rosedale-Rio Bravo Water Storage District, ("District") and the landowners identified in Exhibit A (collectively, "Landowners"). District and Landowners are sometimes each individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landowners are individuals, or authorized agents of entities, owning real property in Kern County, California ("Landowner Land"), which is generally identified by its respective Kern Assessor's Parcel Number on Exhibit A hereto, and which is located outside of the District's boundaries, which are generally shown on Exhibit B, attached hereto and incorporated by reference.

WHEREAS, District is a Water Storage District comprised of approximately 44,500 acres situated in Kern County.

WHEREAS, the Sustainable Groundwater Management Act ("SGMA") provides that all basins designated as critically overdrafted high-priority basins shall be managed under a Groundwater Sustainability Plan ("GSP") or a coordinated GSP by January 31, 2020.

WHEREAS, the Landowner Land is overlying the Kern County Sub-basin (Basin Number 5-022.14, DWR Bulletin 118) within the San Joaquin Valley Groundwater Basin ("Basin"), a DWR designated high-priority and critically overdrafted basin and, therefore, the Basin, and all portions thereof, must be managed by a local agency under a GSP by January 31, 2020.

WHEREAS, SGMA allows local agencies to become a groundwater sustainability agency ("GSA") to engage in the sustainable management of groundwater pursuant to the provisions of SGMA. Private landowners, either individually or collectively, are not local agencies under SGMA, and therefore cannot be members of a GSA.

WHEREAS, District is a member of the Kern Groundwater Authority Groundwater Sustainability Agency ("Kern GSA"), under which the District will work collaboratively with with other interested local agencies to develop and implement a Groundwater Sustainability Plan ("GSP") to manage a portion of the Basin for which the Kern GSA has elected to be the GSA pursuant to SGMA.

WHEREAS, with respect to SGMA jurisdictional considerations, the Landowner Land is within the jurisdictional boundaries of the County of Kern, which is also a member of the Kern GSA.

WHEREAS, the Kern GSA is planning to organize its GSP in chapters that prescribe the management actions to be taken to comport with the requirements of SGMA. Each chapter will be developed by one or more local agencies that are members of the Kern GSA. Kern GSA has encouraged its members developing chapters of the GSP to provide GSP coverage for lands located in close proximity to their jurisdictional boundaries, but which are, for SGMA jurisdictional considerations, located in the areas covered by the County of Kern.

WHEREAS, Landowners desire to be included in the chapter to be developed by the District (the "District's GSP Chapter") to afford GSP coverage to the Landowner Land. In this respect, Landowners are willing to provide local information and assistance to the development of the GSP that is ultimately adopted by the Kern GSA that will regulate the Landowner Land under SGMA. Thus, the Landowners enter into this Agreement for the purpose of Landowners attempting to attain GSP coverage for their land through the District's GSP Chapter.

WHEREAS, the Landowners contemplate an arrangement whereby Landowners independently form a group from among owners of the Landowner Land to serve as an advisory panel to the District with respect to matters covered by this Agreement. The Landowners will provide information for their respective real property and funding for the process for the District to include the Landowner Land within the the District's GSP Chapter. The approval of any GSP covering the Landowner Land will ultimately lie with the Kern GSA and the State of California, which will consider the completeness and effectiveness the GSP to be developed under SGMA. Due to the mandated deadlines of SGMA and its associated regulations, the District will initiate proceedings to amend the area to be covered by District's GSP Chapter to include Landowner Land, but must also concurrently begin preparation of the the District's GSP Chapter, and thus, the Landowners consent to and authorize the District to hire the necessary consultants on behalf of the Landowners, and any such associated fees or costs of such consultants (i.e. engineers, attorneys, accountants, etc.) shall be borne solely by the Landowners and paid promptly upon being invoiced by either the District or by such consultants directly. The GSP, after being approved and agreed to by the Kern GSA and ultimately the State of California, shall be managed by the Kern GSA, with input and coordination with the District as a member of the Kern GSA.

WHEREAS, the Landowners desire that the Landowner Land be included within the District's GSP Chapter, so as to provide a process for the Landowners to be subject to a GSP and allow the Landowners to be represented by consultants and other necessary individuals to assist in the completion of the Kern GSA's GSP. The Landowners shall be independently responsible to provide information and funding at the request of the District to maintain and support the efforts to include the Landowner Land within the District's

GSP Chapter so as to comport with SGMA and any future statutory laws and regulations that may be adopted to amend SGMA, supplement SGMA, replace SGMA or other laws or regulations adopted to engage in the sustainable management of groundwater in relation to the Landowner Land.

WHEREAS, the Parties do not intend that the inclusion of the Landowner Land within the District's GSP Chapter, or that this Agreement in any way provides Landowners with a right to any portion of the water supplies of the District to which the owners of the land located within the District have a right.

NOW, THEREFORE, in consideration of the foregoing Recitals and the following terms and conditions, it is agreed by and between the Parties as follows:

I. PURPOSE OF AGREEMENT

The Parties enter into this Agreement solely for the purpose of providing the Landowners a process to attempt to comply with SGMA through the inclusion of the Landowner Lands within the District's GSP Chapter. Neither the District nor any landowners within the District's current boundaries are committing anything to the Landowner Land except for the inclusion of the Landowner Land within the District's GSP Chapter, provided that all Landowners comply with the terms of this Agreement. This Agreement is intended to form the basis of the Parties' understanding regarding the terms and conditions of including the Landowner Land within the District's GSP Chapter, and their individual rights and responsibilities subsequent to such inclusion.

II. TERMS AND CONDITIONS OF INCLUDING LANDOWNER LAND WITHIN THE DISTRICT'S GSP CHAPTER

1. Commitment to Include Landowner Land in District's GSP Chapter. The District hereby agrees to make reasonable efforts to include the Landowner Land within the District's GSP Chapter, and the Landowners hereby agree for the Landowner Land to be included within the District's GSP Chapter, provided that such inclusion is approved by all necessary governmental bodies and the Parties have complied with all provisions of this Agreement.

2. Regulation Contingent on Funding. The District and Landowners acknowledge that funding for the District's efforts hereunder shall be provided on a long-term basis, if possible, through the development and subsequent payment by the Landowners of a land-based assessment or water charge as authorized by SGMA or other legally authorized fee or funding mechanism. Prior to the establishment of said land-based assessment or water charge for the Landowner Land, the Landowners acknowledge and agree that the District's inclusion of the Landowner Land within the District's GSP Chapter, and District's efforts to include the Landowner Lands with the District's GSP Chapter pursuant to this Agreement, are contingent upon Landowners' regular and timely payment of (1) the general administrative expenses of the District that are attributable to the District's efforts hereunder, (2) the Landowners' pro-rata share of costs for consultants retained by the District for the purposes of developing or implementing the District's GSP

Chapter, and (3) any administrative or other costs the District incurs in implementing SGMA and coordinating with KGA for SGMA purposes concerning the Landowner Land.

Upon final execution of this Agreement, District shall bill and Landowners shall pay the District \$10.00 per acre of Landowner Land as an initial payment to fund the District's (and necessary consultants') efforts made pursuant to this Agreement, any proposition 218 or other land-based fee/funding proceedings, and any other activities related to the GSP processes.

3. Determination of Funding Obligation; Landowner Advisory Committee. The amount of any additional payments required for services rendered by the District or others for the purposes of fulfilling the obligations set forth herein, or the formula for the calculation of such payments, and the method of such payments, shall be determined by the District, in consultation with Landowners, as soon as reasonably practicable. District shall create a Landowner Advisory Committee, comprised of not less than three (3) and not more than five (5) Landowners to provide the District input and guidance on Landowner issues relating to the development and implementation of the District's GSP Chapter.

4. Failure to Satisfy Funding Obligation & GSP Requirements. Landowners acknowledge and agree that if, for any reason, any Landowner refuses or otherwise fails to remit any payment required hereunder, in the amount and using the method determined and requested by the District, or fails to comply with the requirements of the GSP and its management and regulation, ("Defaulted Landowner") the District:

(a) shall be relieved of any and all obligation to proceed with including the Defaulted Landowner's Land within the District's GSP Chapter;

(b) shall be relieved of any and all obligation to provide the services and obligations enumerated in this Agreement to a Defaulted Landowner; and

(c) may, in its sole and absolute discretion, seek to remove the Defaulted Landowner's Land from the District's GSP Chapter, at Defaulted Landowner's expense, and in such event the Defaulted Landowner agrees to obtain regulation under SGMA by some other method separate and apart from the District pursuant to the terms for a withdrawing Landowner set forth in Paragraph 8 of this Agreement.

5. No Protest in Case of Removal of Defaulted Landowner Land; Duty to Cooperate. Landowners hereby agree that, if any Landowner breaches the terms of this Agreement, including but not limited to the refusal or failure to remit any payment required herein, following reasonable notice of alleged breach and opportunity to cure, the District, may in its sole and absolute discretion, seek to remove the Defaulted Landowner's Land from the District's GSP Chapter, and if the District does so, the Landowners shall not lodge any protest, participate in any protest hearing, or act in any way to influence the outcome of the District's decision. Landowners further agree to work in good faith with the District to provide the District any non-privileged materials or information in Landowners' possession or control that may, in the District's sole determination, be necessary or

appropriate to effectuate the District's decision to remove the Defaulted Landowner Land from the District's GSP Chapter, including, but not limited to, providing timely responses to requests for non-privileged information and meeting with District representatives to establish terms of removal.

6. Disclaim Water Rights. Landowners expressly disclaim any right to any District water supplies other than through any negotiated purchase, transfer, or exchange any Landowner has obtained or may obtain wholly outside of this Agreement and not related to this Agreement. Landowners understand and agree that as a result of the foregoing disclaimer, among other things, inclusion of the Landowner Lands within the District's GSP Chapter will not entitle them to receive any portion of the District's water supply. Landowners further understand and agree the sole purpose of this Agreement is to provide the Landowners a process for them obtain coverage by the Kern GSA's GSP, and thus, SGMA compliance for the Landowners' by affording Landowners the benefit of inclusion within the District's GSP Chapter. Any GSP must ultimately be approved and agreed to by the District and thereafter by the Kern GSA's GSP and such GSP shall be solely managed and regulated by the Kern GSA in coordination with the District, supported in part by information and funds provided by Landowners. Landowners further understand and agree that any other benefits accruing to the Landowner Land and/or to Landowners as a result of this Agreement are purely incidental and shall not give rise to any expectation, entitlement, or right to District water supplies of any kind, including, but not limited to, Kern River water, Stater Water Project water, Central Valley Project water, carryover supplies, supplies from any lake, river, stream, manmade conveyance, or aquifer that the District purchases, acquires, transfers, exchanges, takes receipt of or otherwise controls, including groundwater supplies or any return flows that may enter the underground aquifer as a result of delivery within District of any of the foregoing water supplies, or any other designation or classification of District water whatsoever, whether in existence at the time of this Agreement is executed or created at some future time. Other than the reservations noted above, nothing in this Agreement is intended to limit current or future groundwater rights of the Landowners beyond that imposed by operation of law.

7. No Voluntary Consent. Once the Landowner Land is included within the District's GSP Chapter and the GSP is adopted by the Kern GSA and approved by DWR, Landowners hereby agree not to consent to the inclusion of the Landowner Lands within another chapter of the Kern GSA's GSP developed by any entity other than the District without the District's express prior written consent.

8. Withdrawal of Landowner. Until the GSP is adopted by the Kern GSA and approved by DWR, any Landowner may elect to withdraw from this Agreement and be excluded from the District's GSP Chapter, and instead be included within another chapter of the Kern GSA's GSP developed by another member of the Kern GSA or otherwise seek alternative lawful SGMA compliance, by providing written notice to the District and all other Landowners. Any Landowner which elects to withdraw shall be responsible for all costs and obligations associated with the withdrawal, including but not limited to any amendments or revisions of the District's GSP Chapter or the Kern GSA's GSP required to maintain compliance with SGMA in the event of their withdrawal. The District may

impose additional requirements upon any withdrawing Landowner, to ensure compliance with SGMA, the GSP Chapter or the Kern GSA's GSP, and any financial obligations resulting from the withdrawal of such Landowner. Upon any withdrawal, the withdrawing Landowner shall arrange for the withdrawn lands to be covered by another chapter of the Kern GSA's GSP developed by another member of the Kern GSA or otherwise seek alternative lawful SGMA compliance, so that such lands of the withdrawing Landowner would continue to be compliant with SGMA. Any withdrawal from the District's GSP Chapter shall not be effective unless and until the withdrawing landowner has made such arrangements and the alternative means of SGMA compliance is effective for the such lands of the withdrawing Landowner.

9. Notice of Agreement. Landowners agree to provide a copy of this Agreement to each and every person who receives any interest in any portion of the Landowner Lands.

10. Runs with the Land. The benefits and burdens of this Agreement are intended to attach to and run with the land generally identified in Exhibit A to this Agreement, are related to the direct benefit, use, maintenance and improvement of the Landowner Land, and shall be binding on and inure to the benefit of the Parties and their respective legal representatives, successors, heirs and assigns. It is the intent of the Landowners from the date of this Agreement, that the equitable servitudes, covenants, conditions, restrictions, assessments and other duties and obligations herein or in the District's GSP Chapter (so long as such lands have not been withdrawn pursuant to Section 8 hereof) run with the land and shall be binding on any successors or assigns. All persons or entities claiming under the Parties, or who accept deeds, leases, easements or other grants of conveyances to any portion of the Landowner Land agree that they shall be personally bound by all of the provisions of this Agreement, and shall conform to and observe the provisions of this Agreement and the District's GSP Chapter and the Kern GSA's GSP. The Parties agree that a covenant evidencing this Agreement and its nature as attaching to and running with the land shall be executed by each Landowner and recorded with the Clerk/Recorder of the County of Kern as a condition to the the inclusion of the Landowner Lands within the District's GSP Chapter and the Kern GSA's GSP.

11. Entire Agreement; Amendments or Modifications. The Parties agree that this Agreement contains the entire Agreement and understanding concerning the subject matter among the Parties and supersedes and replaces all prior negotiations of proposed agreements, written or oral, if any. This Agreement shall not be amended or modified except in writing, executed and agreed to by all of the Parties to this Agreement.

12. Effective Illegality. If any paragraph, sentence, clause, or phrase becomes illegal, null, or void for any reason or is held by any court of competent jurisdiction to be illegal, null, void, or against public policy, the remaining paragraphs, sentences, clauses, or phrases are not affected, and the Parties must negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Agreement.

13. Construction. Headings are used for convenience only and have no force or effect in the construction or interpretation of this Agreement. As used in this Agreement, the singular includes the plural and the masculine includes the feminine and neuter. This Agreement is a joint product of all Parties and is to be interpreted as such. This Agreement: (1) shall not be construed against the Party preparing it; (2) shall be construed as if the Parties had jointly prepared this Agreement; and (3) shall be deemed their joint work product. Each and every provision of this Agreement shall be construed as through the Parties participated equally in the drafting hereof, and, therefore, any uncertainty or ambiguity shall not be interpreted against any one Party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafter shall not be applicable.

14. No Third-Party Rights. Nothing in this Agreement, whether expressed or implied, either is intended, or is to be construed, or otherwise interpreted as, conferring any rights or remedies on any third parties. Also, nothing in this Agreement gives any third parties any rights of subrogation against any Party.

15. Governing Law and Venue. This Agreement is entered into and performed in the State of California and is to be interpreted pursuant to the internal substantive law, and not the law of conflicts, of the State of California. Venue in any action brought under this Agreement shall be in the Superior Court of the County of Kern, State of California.

16. Indemnification. Landowners ("Indemnifying Party") shall protect, defend, indemnify and hold harmless the District and its directors, officials, officers, managers, employees, contractors and agents ("Indemnified Party") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon, incurred by, or asserted against an Indemnified Party arising out of, resulting from, or in connection with any action taken or omitted to be taken by the Indemnifying Party under this Agreement, including but not limited to the following: (i) the actions or omissions by Landowners or Landowners' affiliates, members, managers, employees, contractors and agents related to this Agreement and the GSP; (ii) Landowners or Landowners' affiliates, members, managers, employees, contractors and agents' violation of any applicable laws or regulations; or (iii) the failure on the part of Landowners or Landowners' affiliates to perform or comply with any of the terms of this Agreement, provided, however, that such indemnity shall not extend to any such suit, claim, or damage to the extent caused solely by the negligent or wrongful acts or omissions of any Indemnified Party. The indemnification provisions in this section shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District or its directors, officials, officers, managers, employees, contractors and agents.

17. Effective Date And Term Of Agreement. The effective date of this Agreement shall be the date last signed below. This Agreement shall remain in effect with respect to each particular Landowner unless and until such Landowner fails to perform according to the terms of this Agreement or such Landowner withdrawals from the Agreement pursuant to Section 8 hereof. This Agreement shall have no force or effect upon

a determination that the performance of any provision of this Agreement will result or has resulted in the violation of state or federal law.

"District"

**ROSEDALE-RIO BRAVO
WATER STORAGE DISTRICT**

By:  Eric L. Herrett

Title: General Manager

Date: Sept. 13, 2018

[landowner signatures and property APN's on following pages]

Landowner

AFFENTRANGER & SONS DAIRY



Signature



Printed Name/Title

463-030-15-00-8

APN(s)

463-030-12-00-9, 463-030-13-00-2

5-31-2018

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

HEIN, MARTIN & KATHRYN FAMILY TRUST

Signature

Printed Name/Title

104-012-12-5 & 408-210-14-4

APN(s)

Date

Landowner

HEIN, MARTIN H

Signature

Printed Name/Title

104-011-15-0 & 104-012-24-0

APN(s)

Date

Landowner

AFFENTRANGER & SONS DAIRY

Signature

Printed Name/Title

463-030-15-00-8

APN(s)

463-030-12-00-9, 463-030-13-00-2

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

HEIN, MARTIN & KATHRYN FAMILY
TRUST


Signature

MARTIN HEIN / TRUSTEE
Printed Name/Title

104-012-12-5 & 408-210-14-4

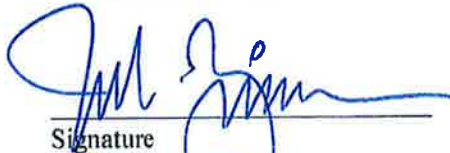
APN(s)

Date

5-31-2018

Landowner

HEIN, MARTIN H


Signature

John Zimmerer / PARTNER
Printed Name/Title

104-012-24-0

APN(s)

Date

5-31-2018

Landowner

HOPKINS FAMILY L P

Michael D. Hopkins
Signature

Michael D. Hopkins CEO
Printed Name/Title

104-030-01-01-8
APN(s)

5-22-18
Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

LEE, ROBERT & STEPHANIE 2006 FAMILY TRUST

Signature

Printed Name/Title

159-010-07-00-1
APN(s)

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

HOPKINS FAMILY L P

Signature

Printed Name/Title

104-030-01-01-8
APN(s)

Date

Landowner

LAYSHOT FAMILY TRUST

Alan D Layshot
Signature

Alan D Layshot, Trustee
Printed Name/Title

159-010-06-00-8
APN(s)

5-31-2018
Date

Landowner

LEE, ROBERT & STEPHANIE 2006
FAMILY TRUST

Signature

Printed Name/Title

159-010-07-00-1
APN(s)

Date

Landowner

LAYSHOT FAMILY TRUST

Irma H. Layshot - Trustee
Signature

Irma H. Layshot / Trustee
Printed Name/Title

159-010-06-00-8
APN(s)

5-31-2018
Date

Landowner

HOPKINS FAMILY L P

Signature

Printed Name/Title

104-030-01-01-8
APN(s)

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

LEE, ROBERT & STEPHANIE 2006 FAMILY TRUST

Signature

Robert Lee/Trustee
Printed Name/Title

159-010-07-00-1
APN(s)

Date

Landowner

Signature

Stephanie Lee/Trustee
Printed Name/Title

159-010-07-00-1
APN(s)

Date

Landowner

**MC CARTHY, MICHAEL & LINDA FAMILY
TRUST OF 2006**

Michael McCarthy
Signature

MICHAEL MCCARTHY/TRUSTEE
Printed Name/Title

159-020-04-005
APN(s)

5/31/2018
Date

Landowner

**LOUISE F. MC CARTHY FAMILY
TRUST DATED DECEMBER 6, 2000**

Louise F. McCarthy
Signature

LOUISE F. MCCARTHY/TRUSTEE
Printed Name/Title

159-020-04-005
APN(s)

5/31/2018
Date

Landowner

OCAFRAIN, MARCEL & JOSEPHINE REV TRUST

Josephine Ocafrain
Signature

Josephine OCAFRAIN
Printed Name/Title TRUSTEE

104-040-01-00-2
APN(s)

5-31-2018
Date

Landowner

Marcel Ocafrain
Signature

MARCEL OCAFRAIN
Printed Name/Title TRUSTEE

APN(s)

5-31-2018
Date

Landowner

MARVIN WEIDENBACH FARMS

Ruth A. Weidenbach, Partner

Signature

Ruth A. Weidenbach, Partner
Printed Name/Title

463-020-24-8, 463-020-08-1, 463-020-10-7,
APN(s)

463-030-15-1, & 463-020-17-2,

463-020-12-3, 463-020-13-1

May 30, 2018

Date

Landowner

WONDERFUL NUT ORCHARDS LLC

Signature

Printed Name/Title

160-130-36
APN(s)

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

WEIDENBACH FAMILY FARMS LLC

Signature

Printed Name/Title

463-020-24-8
APN(s)

Date

Landowner

WONDERFUL NUT ORCHARDS LLC

Signature

Cheryl Postkarich / CFO
Printed Name/Title

160-130-36
APN(s)

5/21/18
Date

Landowner

MARVIN WEIDENBACH FARMS

Signature

Printed Name/Title

463-020-08-1, 463-020-10-7,
APN(s)

463-020-12-3, 463-020-13-1,
APN(s)

463-030-15-1, & 463-020-17-2
APN(s)

Date

Landowner

Signature

Printed Name/Title

APN(s)

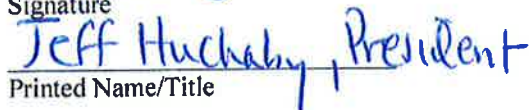
Date

Landowner

DIAMOND FARMING CO



Signature



Printed Name/Title

524-020-15, 524-020-16 &

APN(s)

524-020-20

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

BOLTHOUSE LAND CO LLC

Signature

Printed Name/Title

104-012-03, 104-012-06,

APN(s)

104-012-20, & 104-012-19

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

DIAMOND FARMING CO

Signature

Printed Name/Title

524-020-15, 524-020-16 &
APN(s)

524-020-20

Date

Landowner

BOLTHOUSE LAND CO LLC

Anthony L. Leggio

Signature

Anthony L. Leggio, Manager
Printed Name/Title

104-012-03, 104-012-06,
APN(s)

104-012-20, & 104-012-19

05/22/2018
Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

Landowner

Signature

Printed Name/Title

APN(s)

Date

ACKNOWLEDGMENT

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 Kern)

On September 13, 2018, before me, Guadalupe Gonzalez,
Notary Public, personally appeared Eric L. Averett,
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  (Seal)

ACKNOWLEDGMENT

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 Kern

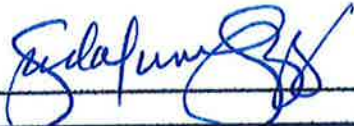
On May 31, 2018 before me, Guadalupe Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared Franz Affentranger
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



(Seal)



ACKNOWLEDGMENT

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 Kern

On May 31, 2018 before me, Guadalupe Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared John Zimmerer and Martin Hein
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

Guadalupe Gonzalez

(Seal)



ACKNOWLEDGMENT

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State of California

County of Kern

Notary Public

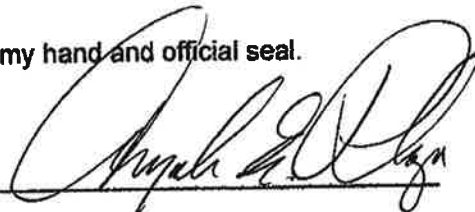
On May 22, 2018 before me, Amanda E. Plaza
(Insert name and title of the officer)

personally appeared Michael D. Hopkins
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.

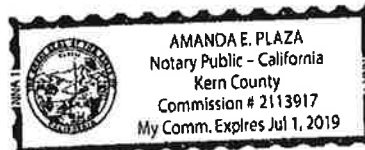
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

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 Kern

On May 31, 2018 before me, Guadalupe Gonzalez, Notary Public
(Insert name and title of the officer)

personally appeared Irma H. Layshot and Alan D. Layshot
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



(Seal)



ACKNOWLEDGMENT

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 Los Angeles

On May 15, 2018 before me, - Becky Lin, notary public -
(insert name and title of the officer)

personally appeared - Robert Lee and Stephanie Lee -
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

Becky Lin

(Seal)

ACKNOWLEDGMENT

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 Kern

On May 31, 2018 before me, Guadalupe Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared Louise F. McCarthy and Michael McCarthy
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

Guadalupe Gonzalez

(Seal)

ACKNOWLEDGMENT

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 Kern

On May 31, 2018 before me, Guadalupe Gonzalez, Notary Public
(Insert name and title of the officer)

personally appeared Josephine Ocafrain and Marcel Ocafrain
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



(Seal)



ACKNOWLEDGMENT

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 Kern

On May 30, 2018 before me, Sandra L. Woodruff, Notary Public
(Insert name and title of the officer)

personally appeared Ruth A. Weidenbach
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 Sandra L. Woodruff (Seal)



ACKNOWLEDGMENT

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 Kern

On May 21, 2018 before me, Katrina Miller, Notary Public
(insert name and title of the officer)

personally appeared Cheryl Puskarich
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

Katie Miller

(Seal)



ACKNOWLEDGMENT

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

Kern

On

6/21/18

before me,

Mandy Harris, Notary Public
(insert name and title of the officer)

personally appeared

Jeff Huchaby

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

Mandy

(Seal)



ACKNOWLEDGMENT

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 Kern

On May 23, 2018 before me, Nancy E. Vogel, Notary Public
(insert name and title of the officer)

personally appeared Anthony L. Leggio
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 Nancy E Vogel (Seal)

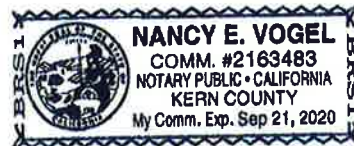


EXHIBIT A

1	AFFENTRANGER & SONS DAIRY	463-030-12-00-9 463-030-13-00-2 463-030-15-00-8
2	HEIN MARTIN & KATHRYN FAMILY TR	104-012-12-5 408-210-14-4
	HEIN MARTIN H	104-012-24-0
3	HOPKINS FAMILY L P	104-030-01-01-8
4	LAYSHOT FAMILY TRUST	159-010-06-00-8
5	LEE ROBERT & STEPHANIE 2006 FAMILY TRUST	159-010-07-00-1
6	MC CARTHY MICHAEL & LINDA FAMILY TRUST OF 2006	159-020-04-005
	LOUISE F. MC CARTHY FAMILY TRUST DATED DECEMBER 6, 2000	
7	OCAFRAIN MARCEL & JOSEPHINE REV TRUST	104-040-01-00-2
8	MARVIN WEIDENBACH FARMS	463-020-08-1 463-020-10-7 463-020-12-3 463-020-13-1 463-020-15-1 463-020-17-2 463-020-24-8
9	WONDERFUL NUT ORCHARDS LLC	160-130-36
10	DIAMOND FARMING CO	524-020-15 524-020-16 524-020-20
11	BOLTHOUSE LAND CO LLC	104-012-03 104-012-06 104-012-20 104-012-19

EXHIBIT B

[District Boundary Map]

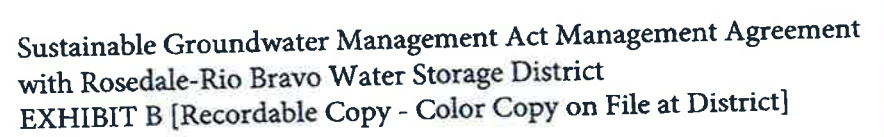


EXHIBIT "D"

GROUNDWATER SUSTAINABILITY PLANNING AGREEMENT BETWEEN ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT AND IRVINE RANCH WATER DISTRICT

THIS GROUNDWATER SUSTAINABILITY PLANNING AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between the ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT ("Rosedale") and the IRVINE RANCH WATER DISTRICT ("IRWD"). Rosedale and IRWD are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Rosedale is a public agency organized in accordance with the California Water Storage District Law (Division 14, commencing with § 39000 of the California Water Code) for the purpose of acquiring, storing, distributing, and replenishing water supplies within its boundaries in Kern County, California.

B. IRWD is a public agency organized in accordance with the California Water District Law (Division 13, commencing with section 34000 of the California Water Code) to provide water services and certain other services. IRWD's powers and purposes include the acquisition within or without the district in the State of all necessary property, water and water rights for the production, storage, transmission and distribution of water for irrigation, domestic, industrial and municipal purposes and to provide and sell such water at wholesale and retail to customers within its boundaries in Orange County, California.

C. IRWD has agreed to the terms of that certain agreement titled *Sustainable Groundwater Management Act Management Agreement* with Rosedale-Rio Bravo Water Storage District ("Landowners Agreement") providing for Rosedale to include in its chapter of the Kern Groundwater Authority's ("Authority") Groundwater Sustainability Plan ("GSP") IRWD's Strand Ranch property and the Stockdale West property (collectively "IRWD Property"), which are located outside of and adjacent to Rosedale's territorial boundary, a copy of which Landowners Agreement is attached as Exhibit A to this Agreement.

D. On January 13, 2009, Rosedale and IRWD entered into an "Agreement For A Water Banking and Exchange Program," as amended by Amendment No. 1, entered into on or about February 27, 2015 (collectively, the "Strand Ranch Integrated Banking Project Agreement"). On February 4, 2016, Rosedale and IRWD entered into an "Agreement for A Water Banking, Recovery and Exchange Program," as amended by Amendment No. 1, entered into on or about January 16, 2018 (collectively, the "Stockdale Integrated Banking Project Agreement"). The Strand Ranch Integrated Banking Project Agreement and the Stockdale Integrated Banking Project Agreement are collectively referred to as the "Banking Project Agreements."

E. Rosedale and IRWD desire for Rosedale to develop and implement the chapter of the Authority GSP encompassing Rosedale and including the Strand Ranch Integrated Banking Project and the Stockdale Integrated Banking Project (collectively "IRWD Projects") – all to ensure that Rosedale will continue operating the IRWD Projects in an efficient and coordinated manner that complies with the requirements of SGMA and that preserves and meets the Parties' mutual rights and obligations under the respective Banking Project Agreements.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Effective Date and Term.

This Agreement shall be effective upon the date when both Parties have signed this Agreement (the "Effective Date"). This Agreement shall remain in effect so long as the IRWD Property is subject to Rosedale's chapter of the Authority's GSP.

2. Rosedale's Incorporation of the Strand Ranch Integrated Banking Project and the Stockdale Integrated Banking Project. Rosedale shall include the IRWD Property within Rosedale's chapter of the Authority's GSP. A map showing the locations of the Strand Ranch property and the Stockdale West property adjacent to Rosedale's southern boundary is attached and incorporated herein as Exhibit B to this Agreement.

3. Preserving Rights and Obligations under the Banking Project Agreements. Rosedale's chapter of the Authority's GSP shall be consistent with and shall preserve all the Parties' respective rights and obligations under the Banking Project Agreements; provided, however, that such rights and obligations must be exercised in a manner that is consistent with the requirements of SGMA, including the avoidance of undesirable results.

4. Fees and Charges for Mitigation. Rosedale shall not initiate or impose on IRWD's Strand Ranch property or Stockdale West property or on the IRWD Projects on these properties any fee, charge or assessment that pays for mitigation of groundwater production and use effects to which the IRWD Projects do not contribute.

5. Termination. Consistent with section 1, this Agreement shall remain in effect so long as the IRWD Projects and IRWD Property are subject to Rosedale's chapter of the Authority's GSP.

Each Party has executed this Agreement on the date set forth below its signature.

Irvine Ranch Water District

Rosedale-Rio Bravo Water Storage District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____