



MADERA IRRIGATION DISTRICT BOARD OF DIRECTORS SPECIAL MEETING

AGENDA

Members of the public can participate ***in-person*** or in the following ways:

1. Zoom Meeting

<https://us02web.zoom.us/j/86330612308?pwd=NG93ZUpxcXZOdjJlKk1BFTHh3dnVxdz09>

Meeting ID: 863 3061 2308

Passcode: 097007

2. Conference Call-In: +1 669 900 9128 or +1 346 248 7799

Meeting ID: 863 3061 2308

Passcode: 097007

3. Email: You may submit comments on a specific agenda item via email to asandoval@madera-id.org. We request emails be sent at least two hours prior to the start of the meeting.

If members of the public have any problems accessing the meeting, please contact the District office at 559-673-3514. For a copy of the Board Packet, please contact Board Secretary Andrea Sandoval at asandoval@madera-id.org.

MISSION STATEMENT

To obtain and manage affordable surface water and groundwater supplies in a manner which will ensure the long-term viability of irrigated agriculture in the District.

Meeting Date:
Thursday, March 2, 2023
1:00 p.m.

Madera Irrigation District
12152 Road 28 1/4
Madera, California 93637

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 559-673-3514, ext. 215. Notification in advance of the meeting will enable MID to make reasonable arrangements to ensure accessibility to this meeting.

In compliance with the California Government Code, members of the public may inspect the agenda and any associated writings, including documents delivered after the 24-hour advance posting of the agenda during regular business hours at the Madera Irrigation District Office, located at 12152 Road 28 1/4, Madera, California 93637.

CALL TO ORDER / ROLL CALL

APPROVAL OF AGENDA

POTENTIAL CONFLICTS OF INTEREST: Closed Session

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (*Govt. Code, § 87105.*)

PUBLIC COMMENT: Closed Session

The first fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board of Directors on Closed Session items listed on the Agenda. Speakers seeking to comment on other items are requested to make those comments during the Public Comment portion of the meeting at 1:30 p.m. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

1. CLOSED SESSION Closed Session items not concluded prior to Regular Session may be continued at the end of the Regular Session.

- 1a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9 (2 potential cases)
- 1b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Pursuant to Paragraph (1) of subdivision (d) of Section 54956.9; Petition for the Adjudication of Rights to the Fresno River, before the State Water Resources Control Board

1:30 p.m. CALL TO ORDER REGULAR SESSION/ PLEDGE OF ALLEGIANCE

REPORT ON CLOSED SESSION

POTENTIAL CONFLICTS OF INTEREST

Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter. (*Govt. Code, § 87105.*)

PUBLIC COMMENT: Regular Session

The first fifteen minutes of the meeting are reserved for members of the public to address the MID Board on items which are within the subject matter jurisdiction of the Board. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the President of the Board has the option of asking the speaker to hold the comment until that item is called. The Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Board does not respond to public comment at this time.

2. GENERAL MANAGER’S REPORT

- 2a. Update on Activities
 - Water Supply

3. NEW BUSINESS

- 3a. Discussion / possible action on Amendments to Crop Water Rules and Regulations for the Distribution of Water and Maintenance of Canals and Pipelines, Resolution No. 2023-10
- 3b. Discussion / possible action on approving the Madera Irrigation District and the Smith-Adobe Ranch Family Limited Partnership Agreements regarding purchase of certain real property and easements, Resolution No. 2023-11
- Master Purchase and Sale Agreement
 - Purchase and Sale Agreement and Escrow Instructions
 - Easement Purchase Agreement
 - Access Easement Agreement
 - Canal Easement Agreement
 - Memorandum of Agreement
- 3c. Discussion / possible action on declaring real property exempt surplus land; and approving a notice of exemption from the California Environmental Quality Act, Resolution No. 2023-12

4. ADJOURNMENT

AGENDA ITEM 3a.

ARCH 2, 2023
RESOLUTION NO. 2023-10

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
AMENDMENTS TO CROP WATER RULES AND REGULATIONS FOR THE
DISTRIBUTION OF WATER AND MAINTENANCE OF
CANALS AND PIPELINES**

RESOLVED by the Board of Directors of the Madera Irrigation District (“District”), at a special meeting duly called and held on March 2, 2023, at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, to accommodate the delivery of water supplies and to promote the orderly operations of the District’s distribution system, the District Board of Directors approved the Rules and Regulations for the Distribution of Water and Maintenance of Canals and Pipelines (“Rules and Regulations”) on December 17, 2019; and

WHEREAS, the Board of Directors of the Madera Irrigation District reviewed and considered the proposed amendments to the Rules and Regulations, a copy of which is attached as Exhibit “A” at its special board meeting on March 2, 2023, and has determined that adoption of the updated Rules and Regulations is in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct, that the Board of Directors of Madera Irrigation District hereby approve the amendments to the Rules and Regulations for the Distribution of Water and Maintenance of Canals and Pipelines.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District at a special meeting of the Board held on the 2nd day of March 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Vice President

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-10 adopted March 2, 2023.

Andrea Kwock Sandoval, Secretary

MADERA IRRIGATION DISTRICT



RULES AND REGULATIONS FOR DISTRIBUTION OF WATER AND MAINTENANCE OF CANALS AND PIPELINES

Adopted March 2, 2023~~December 17, 2019~~

MADERA IRRIGATION DISTRICT
OPERATIONS OFFICE
12152 Road 28 ¼
Madera, CA 93637
Telephone – (559) 673-3514
www.madera-id.org

OFFICE HOURS:

Monday through Friday: 7:00 a.m. to 4:00 p.m.
Saturday: Office Closed
Sunday: Office Closed
District Holidays: Office Closed

After Hours: Call your Canal Operator directly.
Do not leave water orders through voicemail.

Canal Operator: _____

Canal Operator Phone No.: (Cell) _____

Relief Canal Operator: _____

Relief Canal Operator Phone No.: (Cell) _____

Operations Supervisor: _____

Operations Supervisor Phone No.: (Cell) _____

Operations & Maintenance Manager: _____

Operations & Maintenance Manager Phone No.: (Cell) _____

IN CASE OF EMERGENCY CALL (559) 673-9243 or (559) 474-1021

Madera Irrigation District (MID) would like to encourage our growers to utilize its high quality, surface water when available. The use of surface water will help reduce the strain on the groundwater aquifer, assisting both the landowners and MID in becoming sustainable.

We look forward to working with each of you throughout the water season and urge you to discuss any questions or concerns with us. You are always welcome to attend our Board Meetings, held the third Tuesday of each month, sign up for our email distribution list, visit our web site (www.madera-id.org), or follow us on social media (~~Facebook or Twitter~~). Thank you in advance for your cooperation and we look forward to serving you now and in the years to come.

Regards,



Thomas Greci
General Manager

Scan the code below to view the visit
MID's website



TABLE OF CONTENTS

	Page No.
Section 1: Contract with the United States	1
Section 2: Crop Water Applications	1
Section 3: Flat Rate Water Users	2
Section 4: Subordinate Water Users	2
Section 5: Water Ordering Procedures	3
Section 6: Charges and Payments	4
Section 7: Operations and Control of District Works	5
Section 8: Access to Lands	5
Section 9: Basis for Allocation of Water	5
Section 10: Waste of Water	5
Section 11: Limitations of Water Elevations	6
Section 12: Pumping from Canals and Streams	6
Section 13: Obstruction of Canals, Use of Canals and Rights-of-Way, and Tampering with and Damage to District Facilities.....	6
Section 14: Encroachment of District's Rights-of-Way and Property.....	7
Section 15: Tampering with Water Controls and Water Theft.....	8
Section 16: Discharges into District Facilities.....	8
Section 17: Liability for Damages	9
Section 18: Modification; Severance	10
Section 19: Penalty for Non-Compliance	10

PREAMBLE

These rules are established pursuant to Water Code § 22257 to ensure the orderly, efficient, and equitable distribution, use, and conservation of the District’s water resources.

SECTION 1: CONTRACTS WITH THE UNITED STATES

- 1.01 Madera Irrigation District (District) water supplies include water received from the federal Central Valley Project (CVP) pursuant to contracts between the United States Bureau of Reclamation (USBR) and the District. All water distributed by the District pursuant to such contracts is subject to certain restrictions, terms, and conditions as required by the provisions of said contracts and the Reclamation Laws of the United States.
- 1.02 Copies of said contracts are on file and available ~~to for~~ review at the District office and the provisions therein pertaining to use and distribution of, and payment for, CVP water are binding upon all water users and therefore incorporated by this reference as a part of these Rules and Regulations.

SECTION 2: CROP WATER APPLICATIONS

- 2.01 The irrigation delivery season shall be established each year by the Board of Directors as part of the annual Crop Water Distribution Policy process. ~~Also, the period for completing applications for crop water will be established annually by the Board. Crop Water Applications shall be filed in the District office on forms provided by the District. Late Crop Water Applications may be charged a fee as determined each year by the Board of Directors.~~
- 2.02 Crop Water Applications for water service shall be completed for each parcel prior to any delivery of water to that parcel. Reporting of any land ownership changes must be completed in writing no later than 30 calendar days after close of escrow in order for the parcel to be added and/or deleted on the Crop Water Application. There will be no changes to the Crop Water Application once deliveries have begun without consulting with the Finance Department.
- 2.03 All Crop Water Applications shall state the Madera County assessor’s parcel number (APN). Applications must be signed by the owner(s) of record as shown on the District assessment roll. Lessees must also sign the application. Facsimile (FAX) or scanned signatures are acceptable. Farm managers or authorized agents may execute the Crop Water Application in lieu of the landowner of record only if the District has a current Power of Attorney Form from the landowner on file. Power of Attorney Forms are available at the District’s office.
- 2.04 The following prerequisites shall be completed each year prior to finalizing the Crop Water Applications:
 - (a) Landowners and lessees (“Water User”) are responsible for completing all Crop Water Applications associated with the parcels they own or lease.

- (b) All delinquent crop water charges, assessments, certificates of sale, standby charges, or any other charges on any and all parcels owned and/or leased by the Water User submitting a Crop Water Application must be paid in full prior to acceptance of the Crop Water Application by the District.
- (c) The Water User shall designate one or more Crop Water Accounts. Those accounts cannot be combined or separated once water deliveries have begun.

2.05 Landowners have the sole responsibility for the financial obligations on their property. If the land is leased and the lessee does not pay the water charges in full, the amount owing will be added to and become part of the annual assessment levied on the land. Any unpaid standby or water charges shall be a lien encumbering the parcel to which it was applied and shall become a part of the succeeding year's assessments in addition to any other remedy provided by California State Water Code Section 25806. Letters of nonfinancial responsibility from landowners will not be accepted by the District.

SECTION 3: FLAT RATE WATER USERS

- 3.01 Water service to any parcel of land consisting of less than six (6.0) acres will be based on a flat rate charge, except as otherwise provided below. The Board of Directors will establish the flat rate charge each year as part of the Crop Water Distribution Policy. Flat Rate Water Users may request installation of a meter box, at their expense, on a flat rate parcel and become an Original District Water User. The Flat Rate Water User is required to pay the cost of the meter and delivery structure installation. Parcels less than six (6.0) acres where meters have already been installed will remain Original District permanently. Parcels less than six (6.0) acres adjoining an Original District parcel and jointly owned will be billed at the Original District rate.
- 3.02 Flat Rate Water Users must adhere to a fifteen (15) day period between irrigations. Flat Rate Water Users wishing to irrigate on an eight (8) day cycle must pay a second equivalent fee at the time of Crop Water Application.
- 3.03 One-half of the flat rate charge is due and payable at the time of Crop Water Application. The balance will be billed on the last business day of June and will become delinquent the last business day of July. Those Flat Rate Water Users that apply during the second half of the season must pay the total flat rate amount at the time of Crop Water Application.
- 3.04 Flat Rate Water Users may be changed to Original District Water Users at anytime by the District.

SECTION 4: SUBORDINATE WATER USERS

4.01 Subordinate parcels are those parcels that were annexed to the District at a later date than the Original District lands. These parcels receive crop water during the years the Board of Directors has declared surplus water or outside purchased water is available. Subordinate parcels are assessed, for the General Assessment, the year following the year of water usage. Standby charges and the 9(d) Benefit Assessment are assessed at the time Original District lands are assessed.

SECTION 5: WATER ORDERING PROCEDURES

- 5.01 The first water order of the season must be placed through the District's Operations office at (559) 673-3514. Subsequent orders may be placed with the appropriate Canal Operator.
- 5.02 The District's Operations Department shall be notified not less than three (3) days in advance of the time requested for a water order start or to make a flow change. Orders for termination of delivery will be accepted no later than 12:00 p.m. the day preceding requested shut-off. In the event water delivery to a Water User is terminated without a request, or less than 24 hours after shut-off is requested, billing for water use will be calculated as if delivery had continued for the full 24-hour period unless such water can be delivered to another Water User who has ordered water, this will be determined as the District's sole discretion.
- 5.03 If water is available, it may be delivered earlier than the three (3) day notice period by mutual agreement between the Water User and District providing delivery can be made without waste of water, without increasing spill, and without interference to current users or users who have previously ordered water.
- 5.04 Water Users are entitled to take delivery of District water supplies onto the land described on their Crop Water Applications. Completion of a Crop Water Application and payment of standby charges or assessments do not result in an allocation of or entitlement to a specific quantity of water. The transfer of District supplied water by Water Users is prohibited.
- 5.05 Water must be used continuously until each irrigation cycle is complete. Established delivery flow rates should be maintained during the irrigation period and changes should be communicated with the Canal Operator.
- 5.06 A minimum delivery flow rate, depending on meter size, may be required by the District at any delivery point when necessary to ensure accurate measurement.
- 5.07 All deliveries through head gate structures shall be controlled by the Canal Operator who may lock these gates.
- 5.08 No water changes or shut-offs will be made after 12:00 p.m. unless previously agreed to by the Canal Operator. The District reserves the right to refuse service if any unreasonably large or small quantity of water is ordered.
- 5.09 If the canal or pipeline is in such condition that a usable amount of water cannot be delivered, delivery will be denied until such condition is remedied. California State Water Code Section 22257 provides, in part: "A District may refuse to deliver water through a ditch, which is not clean or not in suitable condition to prevent waste of water and may determine through which of two or more available ditches it will deliver water".
- 5.10 If the demand exceeds capacity of the system or, for reasons determined by the District, to increase operational efficiency the distribution system may be operated on a restricted basis which means that new water starts may not be made until a shut-off occurs. When the system is running in a

capacity mode, there is a maximum 7-day run time on each turnout. The District will maintain a priority list for starts during such periods and starts will follow a first come first serve basis.

Water Users need to be aware that water may be available earlier than a start request date and time. This water would be first offered to the Water User at the top of the priority list. If the Water User is unable to take the water at that time, then the water will be offered to the next Water User in line. The District cannot hold the water in the system to accommodate a start order. Water availability will be determined by the current water volume in the system.

SECTION 6: CHARGES AND PAYMENTS

- 6.01 Payments for water use must be received in the District office by the date and time set by the Board of Directors in the Crop Water Distribution Policy. Postmarks are not acceptable as evidence of timely payment. The District is not responsible for late or lost mail. Failure to pay any water charges will be subject to an interest rate as determined by the Board of Directors in the Crop Water Distribution Policy.
- 6.02 The crop water charges shall be established each year by the Board of Directors as part of the annual Crop Water Distribution Policy and are subject to change at any time. When there is a crop water rate change, pricing changes will occur at the time of the first meter reading following the rate change. For example, if the rate changes on March 1, the meter reading on March 1 will be charged at the new rate. Water charges will not be pro-rated based on the time of the meter reading.
- 6.03 Crop water charges are billed on a monthly basis by account number to the Water User.
- 6.04 Multiple parcels using a common turnout and/or meter that run concurrently will have water use charged based on the Canal Operator's knowledge of water usage for each parcel. The Water Users sharing the turnout and/or meter will be responsible, as a whole, for ensuring the Canal Operator is aware of which parcel is using water. All Water Users sharing the turnout and/or meter will be responsible for the water costs in the event there is a dispute. The District may lien all parcels associated with the shared turnout and/or meter in the event the water costs are not paid. If Water Users would like to request individual turnouts and/or meters, they may contact the District and have individual turnouts and meters installed at the Water User's expense.
- 6.05 Standby charges are billed on an annual basis with the annual assessments on the County of Madera's property tax bills. Due dates are set by the County of Madera.
- 6.06 Any Water User who believes they have been overcharged, or that their crop water charge contains errors, may contact the District's Operations Department at (559) 673-3514 to attempt to resolve any such issue informally.

If the issue is not resolved informally between the Water User and the Operations Department, the Water User may appeal any crop water charge, or a portion of any crop water charge, on the grounds that the Water User was overcharged, or the crop water charge contains errors, by filing a written request for hearing with the Board Secretary within thirty (30) calendar days of receipt of the water statement. The appeal shall identify: (A) the name of the Water User, (B) the Water

User's property (including APN), and (C) the grounds of appeal together with all material facts in support of it. Appeals will be heard by the Board of Directors at the next regular Board of Directors meeting, unless the appeal is received less than seven (7) calendar days prior to the next regular Board of Directors meeting, in which case the appeal shall be heard at the following meeting.

When a hearing is requested, the Board Secretary shall send written notice to the appellant by certified mail, return receipt requested, stating the time and place of the hearing. In the event the appellant refuses to accept receipt of the written notice by certified mail, the hearing will be removed from the Board's agenda, and the appeal will be denied without hearing.

SECTION 7: OPERATIONS AND CONTROL OF DISTRICT WORKS

7.01 All District facilities, including diversion works, canals, head gates, pipelines and other structures, will be operated and maintained by the District. The control and operation of such facilities will be conducted only by the District.

SECTION 8: ACCESS TO LANDS

8.01 The authorized agents or employees of the District shall have access at all times to all lands receiving water from the District system for the purpose of maintaining or examining the canals and the flow of water therein, inspecting for compliance with applicable state and federal regulations and laws and to determine the acreage and types of crops on irrigable lands within the District.

8.02 When the District has an easement for a canal, pipeline or other facility used to transport water across lands not owned by the District, the District has a secondary easement on each side of the canal, pipeline, or facility, and may access that area for preventative or actual maintenance, repair, cleaning, operation, and control of the canal, pipeline, or facility (California Water Code § 22438 (a)).

SECTION 9: BASIS FOR ALLOCATION OF WATER

9.01 In the event that extraordinary water supply circumstance warrant, the Board of Directors may establish terms and conditions for the allocation and distribution of water supplies to prevent undue hardship.

SECTION 10: WASTE OF WATER

10.01 Water Users wasting water, either willfully, carelessly or on account of defective or inadequate on-farm systems or structures, or because of inadequate preparation of the land for irrigation, may be refused further services immediately. Service will not be continued until the condition or practice is remedied. Early shut-offs by the District to prevent waste and/or unreasonable use by the Water User will result in additional water charges.

10.02 Waste, pollution, or other improper use of water shall be reported by the District to the appropriate authorities.

SECTION 11: LIMITATIONS OF WATER ELEVATIONS

11.01 The District shall not be required to raise water to an excessive height in District facilities to provide service to lands, canals, pipelines or other structures of high elevations.

11.02 Water Users adding wood or other materials to District facilities to raise water levels will be held liable for the issues and costs these obstructions create including, but not limited to, canal breaks.

SECTION 12: PUMPING FROM CANALS AND STREAMS

12.01 All Water Users pumping water from the canals or streams shall be governed in all respects by the Rules and Regulations applicable to Water Users under gravity service.

12.02 The District will not be held responsible for any debris which may accumulate in stream or canal flow which may tend to decrease the full operative capacity of, or cause damage to, pumps, filter systems, irrigation systems, or pipelines.

12.03 Pumps from canals or streams should have automatic shut-off to protect the pump in the event there are low flows in the canal or stream. The District is not liable for damage to pumps due to low flows, trash, or other foreign objects in the canal or stream. Pumps from canals must also have automatic restart controls to ensure the pumps restart following any power outage.

SECTION 13: OBSTRUCTION OF CANALS, USE OF CANALS AND RIGHTS-OF-WAY, AND TAMPERING WITH AND DAMAGE TO DISTRICT FACILITIES

13.01 No person shall enter upon any lands owned, operated or under the control of the District without the express, written permission of the District. No gates or other obstructions across roads and canal banks used by the District shall be installed unless first approved by the District in writing and in accordance with District Standard Specifications. The installation of gates that benefit both the District and the landowner may be subject to cost sharing by the District in accordance with District policies.

13.02 Trash, rubbish, debris, fences, equipment, structures, and crops, including vines and trees, or any other thing that actually or potentially interferes with the District's ability to access, operate, or maintain the distribution system, shall be deemed to be an obstruction, and upon notification from the District, the Water User shall immediately remove said obstruction(s). If the obstruction is not removed within a reasonable time, as determined by the District, the District will remove the obstruction and bill the Water User for any costs incurred by the District.

- 13.03 The Water User shall be responsible for keeping turnouts free of trash and debris to ensure adequate water delivery. The District will not be responsible for any damage to machinery, equipment, motor vehicles or other personal property that is either operated or stored on District right-of-ways.
- 13.04 Any Water User, his or her authorized agent or employee, or any other person who may use the right-of-way or other property of the District for movement of vehicles or machinery, whether authorized or not, shall be responsible to the District for any damage to the District property. If it is necessary for the District to repair such damage, the Water User must pay the costs of said repairs.
- 13.05 Any person entering upon District property does so at his or her own risk and any person using any canal right-of-way for any purpose assumes all risk of doing so and by use accepts responsibility for any damage to District property and for any damage to private property.
- 13.06 Under no circumstances shall the Water User modify a District structure. If such modifications are made, the District shall remove the installation and bill the Water User for any costs incurred.
- 13.07 The canals that have been built by the USBR are under the care, control, and operation of the District. Any person who travels the operating roads without authorization or in any manner interferes with, tampers with, or damages any of the facilities is subject to prosecution.
- 13.08 The District will not be responsible for any loss or damage resulting from open canal or drainage cuts made by the Water User.
- 13.09 No swimming or water-related recreational use of District facilities are permitted.

SECTION 14: ENCROACHMENT OF DISTRICT'S RIGHTS-OF-WAY AND PROPERTY

- 14.01 No trees, vines, shrubs, corrals, fences, or any other type of encroachment shall be planted or placed in, on, over, or across any District conduit or any District right-of-way except pursuant to an Encroachment Permit or a License Agreement issued by the District. An Encroachment Permit or License Agreement must be obtained before any trees, crossings, fences, structures, access use, or other encroachments may be installed upon the District's right-of-ways or facilities. Application for an Encroachment Permit or License Agreement must be made at the District office and shall include payment of a filing fee. It is the District's sole discretion to authorize these permits and agreements.
- 14.02 Any and all encroachments must be approved by the District. All construction must adhere to the District's Standard Specifications and will be done at the sole expense of the landowner and maintained under the supervision and to the satisfaction of the District.
- 14.03 If an Encroachment Permit is granted, the landowner shall be solely responsible for, and shall indemnify and hold the District harmless from, any and all liability for injuries to persons or damage to property caused by or resulting in any manner from the landowners' exercise of the rights and privileges given in the Encroachment Permit.

- 14.04 All Encroachment Permits are subject to the conditions and specifications delineated on each individual permit.
- 14.05 Issuance of an Encroachment Permit in no way grants a permanent right. If the District determines at any future date that said works or access do, in fact, interfere with its operations, the said works shall be removed at the request of the District. The District’s canal or other right-of-way shall be restored to its original condition, at the sole expense of the landowner.
- 14.06 Granting of an Encroachment Permit in no way surrenders or subordinates the Madera Irrigation District’s control or supervision over the encroachment and right-of-ways involved.

SECTION 15: TAMPERING WITH WATER CONTROLS AND WATER THEFT

- 15.01 No person, other than District employees, shall change, alter, or disturb any valve, gate, weir board, pump or other device used by the District to control the flow of water. Violation of this rule is a criminal act punishable by fine or imprisonment or both.
- 15.02 No person, other than District employees, shall knowingly acquire or attempt to acquire possession, or knowingly use or attempt to use, any water owned by the District or under its possession and control, except in accordance with these Rules and Regulations and in accordance with any regulation, policy, or order duly adopted by the District. No person shall transfer, sell, or resell District water, including but not limited to water received directly from the District, reclaimed water, and/or recycled water.
- 15.03 District employees are not “water cops”. If a District employee suspects water theft is occurring, the District will immediately call and report the matter to the Madera County Sheriff’s Department. Water theft includes, but is not limited to, any unauthorized taking of District water without a Crop Water Application and/or intentionally disabling or altering District flow meters.
- 15.04 Section 592 of the California Penal Code states:
 - (a) Every person who shall, without authority of the owner or managing agent, and with intent to defraud, take water from any canal, ditch, flume, or reservoir used for the purpose of holding or conveying water for manufacturing, agricultural, mining, irrigating, generation of power, or domestic uses is guilty of a misdemeanor.
 - (b) If the total retail value of all the water taken is more than nine hundred and fifty dollars (\$950), or if the defendant has previously been convicted of an offense under this section or any former section that would be an offense under this section, or of an offense under the laws of another state or of the United States that would have been an offense under this section if committed in this state, then the violation is punishable by imprisonment in the county jail for not more than one year, or in the state prison.
- 15.05 Any violation may be referred to the Madera County Sheriff’s Department and District Attorney for appropriate legal action.

SECTION 16: DISCHARGES INTO DISTRICT FACILITIES

- 16.01 All discharges of water into District conveyance or other facilities from any source, including, but not limited to, storm water, irrigation tailwater and filter system flushing, are prohibited unless such discharges have been permitted or otherwise approved by the District in writing.
- 16.02 All discharges of water into District conveyance or other facilities shall only be permitted if they are in compliance with all District, local, state and federal criteria, standards, regulation or laws pertaining to water quality or other pertinent factors.
- 16.03 All permitted discharges of water into District conveyance or other facilities are subject to immediate termination if such termination is necessary to comply with any District, local, state, or federal criteria, standards, regulation or laws.
- 16.04 Water Users who use their on-farm delivery systems to deliver groundwater are responsible for preventing leakage back into District canals. District canal gates are designed to control flow leaving the canal, not prevent the back flow of water into the canal. Water users may need to install a hub-end or pressure gate to prevent back flow into District canals.
- 16.05 Water Users using agricultural chemicals or other substances in the vicinity of District water conveyance and delivery facilities shall take appropriate actions necessary to prevent over-spray, spillage or any other form of discharge that could contaminate District water supplies. Chemicals and contaminants including grease and oil leaks from irrigation pumps and equipment shall not be added into District facilities due to potential damage to meters and meter boxes and safety of District staff. Chemicals should only be added at landowner owned and operated facilities.
- 16.06 The District shall hold anyone who knowingly or negligently allows any pollutants to be discharged into the District facilities liable for all damages caused by pollutants and the cost of cleanup of all impacted areas.

SECTION 17: LIABILITY FOR DAMAGES

- 17.01 Failure to deliver water due to supply or canal capacity may occur from time to time based on the quantity available to the District, either from the USBR or from the District's other sources. In no event shall any liability accrue against the District, or any of its officers, agents or employees for any damage arising directly or indirectly from the District's failure, refusal, or inability to deliver water due to deficiency of water supply, miscalculations in estimating needs, drought, or any other causes.
- 17.02 Any claim for damages allegedly resulting from the District's acts or omissions of its employees requires that a verified claim giving full particulars on date, occurrence, area, crop, extent of damage, etc. be filed by the claimant pursuant to the California Government Tort Claims Act with the General Manager at the District office on a form provided by the District. Claim forms are available at the District office.

17.03 The District reserves the right to stop the flow in any channel, pipeline, stream, canal, or any other District facility at any time the District may determine such action to be necessary.

17.04 The District will not be liable for any damages to third persons caused by the use of its facilities, equipment, rights-of-way or property by persons other than District employees.

SECTION 18: MODIFICATION; SEVERANCE

18.01 All of these Rules and Regulations are subject to change as deemed necessary by the Board of Directors.

18.02 If any of these Rules or Regulations or any portion thereof is for any reason held to be invalid, unlawful, unconstitutional, or unenforceable in application as to any person or circumstances, the remainder of these Rules and Regulations shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19: PENALTY FOR NON-COMPLIANCE

19.01 Failure or refusal of any Water User to comply with any of these rules or applicable regulations (“Rules and Regulations”) shall be sufficient grounds for terminating delivery of District water to the lands of such Water User, and water shall not again be furnished until the Water User is in full compliance with all rules and regulations, or as otherwise determined by the Board.

19.02 The District reserves the right to use all available legal remedies in connection with the enforcement of these Rules and Regulations.

MADERA IRRIGATION DISTRICT



RULES AND REGULATIONS FOR DISTRIBUTION OF WATER AND MAINTENANCE OF CANALS AND PIPELINES

Adopted March 2, 2023

MADERA IRRIGATION DISTRICT
OPERATIONS OFFICE
12152 Road 28 ¼
Madera, CA 93637
Telephone – (559) 673-3514
www.madera-id.org

OFFICE HOURS:

Monday through Friday: 7:00 a.m. to 4:00 p.m.
Saturday: Office Closed
Sunday: Office Closed
District Holidays: Office Closed

After Hours: Call your Canal Operator directly.
Do not leave water orders through voicemail.

Canal Operator: _____

Canal Operator Phone No.: (Cell) _____

Relief Canal Operator: _____

Relief Canal Operator Phone No.: (Cell) _____

Operations Supervisor: _____

Operations Supervisor Phone No.: (Cell) _____

Operations & Maintenance Manager: _____

Operations & Maintenance Manager Phone No.: (Cell) _____

IN CASE OF EMERGENCY CALL (559) 673-9243 or (559) 474-1021

Madera Irrigation District (MID) would like to encourage our growers to utilize its high quality, surface water when available. The use of surface water will help reduce the strain on the groundwater aquifer, assisting both the landowners and MID in becoming sustainable.

We look forward to working with each of you throughout the water season and urge you to discuss any questions or concerns with us. You are always welcome to attend our Board Meetings, held the third Tuesday of each month, sign up for our email distribution list, visit our web site (www.madera-id.org), or follow us on social media. Thank you in advance for your cooperation and we look forward to serving you now and in the years to come.

Regards,



Thomas Greci
General Manager

Scan the code below to view the visit
MID's website



TABLE OF CONTENTS

	Page No.
Section 1: Contract with the United States	1
Section 2: Crop Water Applications	1
Section 3: Flat Rate Water Users	2
Section 4: Subordinate Water Users	2
Section 5: Water Ordering Procedures	3
Section 6: Charges and Payments	4
Section 7: Operations and Control of District Works	5
Section 8: Access to Lands	5
Section 9: Basis for Allocation of Water	5
Section 10: Waste of Water	5
Section 11: Limitations of Water Elevations	6
Section 12: Pumping from Canals and Streams	6
Section 13: Obstruction of Canals, Use of Canals and Rights-of-Way, and Tampering with and Damage to District Facilities.....	6
Section 14: Encroachment of District's Rights-of-Way and Property.....	7
Section 15: Tampering with Water Controls and Water Theft.....	8
Section 16: Discharges into District Facilities.....	8
Section 17: Liability for Damages	9
Section 18: Modification; Severance	10
Section 19: Penalty for Non-Compliance	10

PREAMBLE

These rules are established pursuant to Water Code § 22257 to ensure the orderly, efficient, and equitable distribution, use, and conservation of the District's water resources.

SECTION 1: CONTRACTS WITH THE UNITED STATES

- 1.01 Madera Irrigation District (District) water supplies include water received from the federal Central Valley Project (CVP) pursuant to contracts between the United States Bureau of Reclamation (USBR) and the District. All water distributed by the District pursuant to such contracts is subject to certain restrictions, terms, and conditions as required by the provisions of said contracts and the Reclamation Laws of the United States.
- 1.02 Copies of said contracts are on file and available to view at the District office and the provisions therein pertaining to use and distribution of, and payment for, CVP water are binding upon all water users and therefore incorporated by this reference as a part of these Rules and Regulations.

SECTION 2: CROP WATER APPLICATIONS

- 2.01 The irrigation delivery season shall be established each year by the Board of Directors as part of the annual Crop Water Distribution Policy process. Crop Water Applications shall be filed in the District office on forms provided by the District.
- 2.02 Crop Water Applications for water service shall be completed for each parcel prior to any delivery of water to that parcel. Reporting of any land ownership changes must be completed in writing no later than 30 calendar days after close of escrow in order for the parcel to be added and/or deleted on the Crop Water Application. There will be no changes to the Crop Water Application once deliveries have begun without consulting with the Finance Department.
- 2.03 All Crop Water Applications shall state the Madera County assessor's parcel number (APN). Applications must be signed by the owner(s) of record as shown on the District assessment roll. Lessees must also sign the application. Facsimile (FAX) or scanned signatures are acceptable. Farm managers or authorized agents may execute the Crop Water Application in lieu of the landowner of record only if the District has a current Power of Attorney Form from the landowner on file. Power of Attorney Forms are available at the District's office.
- 2.04 The following prerequisites shall be completed each year prior to finalizing the Crop Water Applications:
 - (a) Landowners and lessees ("Water User") are responsible for completing all Crop Water Applications associated with the parcels they own or lease.
 - (b) All delinquent crop water charges, assessments, certificates of sale, standby charges, or any other charges on any and all parcels owned and/or leased by the Water User submitting a Crop Water Application must be paid in full prior to acceptance of the Crop Water Application by the District.

(c) The Water User shall designate one or more Crop Water Accounts. Those accounts cannot be combined or separated once water deliveries have begun.

2.05 Landowners have the sole responsibility for the financial obligations on their property. If the land is leased and the lessee does not pay the water charges in full, the amount owing will be added to and become part of the annual assessment levied on the land. Any unpaid standby or water charges shall be a lien encumbering the parcel to which it was applied and shall become a part of the succeeding year's assessments in addition to any other remedy provided by California State Water Code Section 25806. Letters of nonfinancial responsibility from landowners will not be accepted by the District.

SECTION 3: FLAT RATE WATER USERS

3.01 Water service to any parcel of land consisting of less than six (6.0) acres will be based on a flat rate charge, except as otherwise provided below. The Board of Directors will establish the flat rate charge each year as part of the Crop Water Distribution Policy. Flat Rate Water Users may request installation of a meter box, at their expense, on a flat rate parcel and become an Original District Water User. The Flat Rate Water User is required to pay the cost of the meter and delivery structure installation. Parcels less than six (6.0) acres where meters have already been installed will remain Original District permanently. Parcels less than six (6.0) acres adjoining an Original District parcel and jointly owned will be billed at the Original District rate.

3.02 Flat Rate Water Users must adhere to a fifteen (15) day period between irrigations. Flat Rate Water Users wishing to irrigate on an eight (8) day cycle must pay a second equivalent fee at the time of Crop Water Application.

3.03 One-half of the flat rate charge is due and payable at the time of Crop Water Application. The balance will be billed on the last business day of June and will become delinquent the last business day of July. Those Flat Rate Water Users that apply during the second half of the season must pay the total flat rate amount at the time of Crop Water Application.

3.04 Flat Rate Water Users may be changed to Original District Water Users at anytime by the District.

SECTION 4: SUBORDINATE WATER USERS

4.01 Subordinate parcels are those parcels that were annexed to the District at a later date than the Original District lands. These parcels receive crop water during the years the Board of Directors has declared surplus water or outside purchased water is available. Subordinate parcels are assessed, for the General Assessment, the year following the year of water usage. Standby charges and the 9(d) Benefit Assessment are assessed at the time Original District lands are assessed.

SECTION 5: WATER ORDERING PROCEDURES

- 5.01 The first water order of the season must be placed through the District's Operations office at (559) 673-3514. Subsequent orders may be placed with the appropriate Canal Operator.
- 5.02 The District's Operations Department shall be notified not less than three (3) days in advance of the time requested for a water order start or to make a flow change. Orders for termination of delivery will be accepted no later than 12:00 p.m. the day preceding requested shut-off. In the event water delivery to a Water User is terminated without a request, or less than 24 hours after shut-off is requested, billing for water use will be calculated as if delivery had continued for the full 24-hour period unless such water can be delivered to another Water User who has ordered water, this will be determined as the District's sole discretion.
- 5.03 If water is available, it may be delivered earlier than the three (3) day notice period by mutual agreement between the Water User and District providing delivery can be made without waste of water, without increasing spill, and without interference to current users or users who have previously ordered water.
- 5.04 Water Users are entitled to take delivery of District water supplies onto the land described on their Crop Water Applications. Completion of a Crop Water Application and payment of standby charges or assessments do not result in an allocation of or entitlement to a specific quantity of water. The transfer of District supplied water by Water Users is prohibited.
- 5.05 Water must be used continuously until each irrigation cycle is complete. Established delivery flow rates should be maintained during the irrigation period and changes should be communicated with the Canal Operator.
- 5.06 A minimum delivery flow rate, depending on meter size, may be required by the District at any delivery point when necessary to ensure accurate measurement.
- 5.07 All deliveries through head gate structures shall be controlled by the Canal Operator who may lock these gates.
- 5.08 No water changes or shut-offs will be made after 12:00 p.m. unless previously agreed to by the Canal Operator. The District reserves the right to refuse service if any unreasonably large or small quantity of water is ordered.
- 5.09 If the canal or pipeline is in such condition that a usable amount of water cannot be delivered, delivery will be denied until such condition is remedied. California State Water Code Section 22257 provides, in part: "A District may refuse to deliver water through a ditch, which is not clean or not in suitable condition to prevent waste of water and may determine through which of two or more available ditches it will deliver water".
- 5.10 If the demand exceeds capacity of the system or, for reasons determined by the District, to increase operational efficiency the distribution system may be operated on a restricted basis which means that new water starts may not be made until a shut-off occurs. When the system is running in a capacity mode, there is a maximum 7-day run time on each turnout. The District will maintain a priority list for starts during such periods and starts will follow a first come first serve basis.

Water Users need to be aware that water may be available earlier than a start request date and time. This water would be first offered to the Water User at the top of the priority list. If the Water User is unable to take the water at that time, then the water will be offered to the next Water User in line. The District cannot hold the water in the system to accommodate a start order. Water availability will be determined by the current water volume in the system.

SECTION 6: CHARGES AND PAYMENTS

- 6.01 Payments for water use must be received in the District office by the date and time set by the Board of Directors in the Crop Water Distribution Policy. Postmarks are not acceptable as evidence of timely payment. The District is not responsible for late or lost mail. Failure to pay any water charges will be subject to an interest rate as determined by the Board of Directors in the Crop Water Distribution Policy.
- 6.02 The crop water charges shall be established each year by the Board of Directors as part of the annual Crop Water Distribution Policy and are subject to change at any time. When there is a crop water rate change, pricing changes will occur at the time of the first meter reading following the rate change. For example, if the rate changes on March 1, the meter reading on March 1 will be charged at the new rate. Water charges will not be pro-rated based on the time of the meter reading.
- 6.03 Crop water charges are billed on a monthly basis by account number to the Water User.
- 6.04 Multiple parcels using a common turnout and/or meter that run concurrently will have water use charged based on the Canal Operator's knowledge of water usage for each parcel. The Water Users sharing the turnout and/or meter will be responsible, as a whole, for ensuring the Canal Operator is aware of which parcel is using water. All Water Users sharing the turnout and/or meter will be responsible for the water costs in the event there is a dispute. The District may lien all parcels associated with the shared turnout and/or meter in the event the water costs are not paid. If Water Users would like to request individual turnouts and/or meters, they may contact the District and have individual turnouts and meters installed at the Water User's expense.
- 6.05 Standby charges are billed on an annual basis with the annual assessments on the County of Madera's property tax bills. Due dates are set by the County of Madera.
- 6.06 Any Water User who believes they have been overcharged, or that their crop water charge contains errors, may contact the District's Operations Department at (559) 673-3514 to attempt to resolve any such issue informally.

If the issue is not resolved informally between the Water User and the Operations Department, the Water User may appeal any crop water charge, or a portion of any crop water charge, on the grounds that the Water User was overcharged, or the crop water charge contains errors, by filing a written request for hearing with the Board Secretary within thirty (30) calendar days of receipt of the water statement. The appeal shall identify: (A) the name of the Water User, (B) the Water User's property (including APN), and (C) the grounds of appeal together with all material facts in support of it. Appeals will be heard by the Board of Directors at the next regular Board of Directors

meeting, unless the appeal is received less than seven (7) calendar days prior to the next regular Board of Directors meeting, in which case the appeal shall be heard at the following meeting.

When a hearing is requested, the Board Secretary shall send written notice to the appellant by certified mail, return receipt requested, stating the time and place of the hearing. In the event the appellant refuses to accept receipt of the written notice by certified mail, the hearing will be removed from the Board's agenda, and the appeal will be denied without hearing.

SECTION 7: OPERATIONS AND CONTROL OF DISTRICT WORKS

7.01 All District facilities, including diversion works, canals, head gates, pipelines and other structures, will be operated and maintained by the District. The control and operation of such facilities will be conducted only by the District.

SECTION 8: ACCESS TO LANDS

8.01 The authorized agents or employees of the District shall have access at all times to all lands receiving water from the District system for the purpose of maintaining or examining the canals and the flow of water therein, inspecting for compliance with applicable state and federal regulations and laws and to determine the acreage and types of crops on irrigable lands within the District.

8.02 When the District has an easement for a canal, pipeline or other facility used to transport water across lands not owned by the District, the District has a secondary easement on each side of the canal, pipeline, or facility, and may access that area for preventative or actual maintenance, repair, cleaning, operation, and control of the canal, pipeline, or facility (California Water Code § 22438 (a)).

SECTION 9: BASIS FOR ALLOCATION OF WATER

9.01 In the event that extraordinary water supply circumstance warrant, the Board of Directors may establish terms and conditions for the allocation and distribution of water supplies to prevent undue hardship.

SECTION 10: WASTE OF WATER

10.01 Water Users wasting water, either willfully, carelessly or on account of defective or inadequate on-farm systems or structures, or because of inadequate preparation of the land for irrigation, may be refused further services immediately. Service will not be continued until the condition or practice is remedied. Early shut-offs by the District to prevent waste and/or unreasonable use by the Water User will result in additional water charges.

10.02 Waste, pollution, or other improper use of water shall be reported by the District to the appropriate authorities.

SECTION 11: LIMITATIONS OF WATER ELEVATIONS

11.01 The District shall not be required to raise water to an excessive height in District facilities to provide service to lands, canals, pipelines or other structures of high elevations.

11.02 Water Users adding wood or other materials to District facilities to raise water levels will be held liable for the issues and costs these obstructions create including, but not limited to, canal breaks.

SECTION 12: PUMPING FROM CANALS AND STREAMS

12.01 All Water Users pumping water from the canals or streams shall be governed in all respects by the Rules and Regulations applicable to Water Users under gravity service.

12.02 The District will not be held responsible for any debris which may accumulate in stream or canal flow which may tend to decrease the full operative capacity of, or cause damage to, pumps, filter systems, irrigation systems, or pipelines.

12.03 Pumps from canals or streams should have automatic shut-off to protect the pump in the event there are low flows in the canal or stream. The District is not liable for damage to pumps due to low flows, trash, or other foreign objects in the canal or stream. Pumps from canals must also have automatic restart controls to ensure the pumps restart following any power outage.

SECTION 13: OBSTRUCTION OF CANALS, USE OF CANALS AND RIGHTS-OF-WAY, AND TAMPERING WITH AND DAMAGE TO DISTRICT FACILITIES

13.01 No person shall enter upon any lands owned, operated or under the control of the District without the express, written permission of the District. No gates or other obstructions across roads and canal banks used by the District shall be installed unless first approved by the District in writing and in accordance with District Standard Specifications. The installation of gates that benefit both the District and the landowner may be subject to cost sharing by the District in accordance with District policies.

13.02 Trash, rubbish, debris, fences, equipment, structures, and crops, including vines and trees, or any other thing that actually or potentially interferes with the District's ability to access, operate, or maintain the distribution system, shall be deemed to be an obstruction, and upon notification from the District, the Water User shall immediately remove said obstruction(s). If the obstruction is not removed within a reasonable time, as determined by the District, the District will remove the obstruction and bill the Water User for any costs incurred by the District.

13.03 The Water User shall be responsible for keeping turnouts free of trash and debris to ensure adequate water delivery. The District will not be responsible for any damage to machinery,

equipment, motor vehicles or other personal property that is either operated or stored on District right-of-ways.

- 13.04 Any Water User, his or her authorized agent or employee, or any other person who may use the right-of-way or other property of the District for movement of vehicles or machinery, whether authorized or not, shall be responsible to the District for any damage to the District property. If it is necessary for the District to repair such damage, the Water User must pay the costs of said repairs.
- 13.05 Any person entering upon District property does so at his or her own risk and any person using any canal right-of-way for any purpose assumes all risk of doing so and by use accepts responsibility for any damage to District property and for any damage to private property.
- 13.06 Under no circumstances shall the Water User modify a District structure. If such modifications are made, the District shall remove the installation and bill the Water User for any costs incurred.
- 13.07 The canals that have been built by the USBR are under the care, control, and operation of the District. Any person who travels the operating roads without authorization or in any manner interferes with, tampers with, or damages any of the facilities is subject to prosecution.
- 13.08 The District will not be responsible for any loss or damage resulting from open canal or drainage cuts made by the Water User.
- 13.09 No swimming or water-related recreational use of District facilities are permitted.

SECTION 14: ENCROACHMENT OF DISTRICT'S RIGHTS-OF-WAY AND PROPERTY

- 14.01 No trees, vines, shrubs, corrals, fences, or any other type of encroachment shall be planted or placed in, on, over, or across any District conduit or any District right-of-way except pursuant to an Encroachment Permit or a License Agreement issued by the District. An Encroachment Permit or License Agreement must be obtained before any trees, crossings, fences, structures, access use, or other encroachments may be installed upon the District's right-of-ways or facilities. Application for an Encroachment Permit or License Agreement must be made at the District office and shall include payment of a filing fee. It is the District's sole discretion to authorize these permits and agreements.
- 14.02 Any and all encroachments must be approved by the District. All construction must adhere to the District's Standard Specifications and will be done at the sole expense of the landowner and maintained under the supervision and to the satisfaction of the District.
- 14.03 If an Encroachment Permit is granted, the landowner shall be solely responsible for, and shall indemnify and hold the District harmless from, any and all liability for injuries to persons or damage to property caused by or resulting in any manner from the landowners' exercise of the rights and privileges given in the Encroachment Permit.

- 14.04 All Encroachment Permits are subject to the conditions and specifications delineated on each individual permit.
- 14.05 Issuance of an Encroachment Permit in no way grants a permanent right. If the District determines at any future date that said works or access do, in fact, interfere with its operations, the said works shall be removed at the request of the District. The District's canal or other right-of-way shall be restored to its original condition, at the sole expense of the landowner.
- 14.06 Granting of an Encroachment Permit in no way surrenders or subordinates the Madera Irrigation District's control or supervision over the encroachment and right-of-ways involved.

SECTION 15: TAMPERING WITH WATER CONTROLS AND WATER THEFT

- 15.01 No person, other than District employees, shall change, alter, or disturb any valve, gate, weir board, pump or other device used by the District to control the flow of water. Violation of this rule is a criminal act punishable by fine or imprisonment or both.
- 15.02 No person, other than District employees, shall knowingly acquire or attempt to acquire possession, or knowingly use or attempt to use, any water owned by the District or under its possession and control, except in accordance with these Rules and Regulations and in accordance with any regulation, policy, or order duly adopted by the District. No person shall transfer, sell, or resell District water, including but not limited to water received directly from the District, reclaimed water, and/or recycled water.
- 15.03 District employees are not "water cops". If a District employee suspects water theft is occurring, the District will immediately call and report the matter to the Madera County Sheriff's Department. Water theft includes, but is not limited to, any unauthorized taking of District water without a Crop Water Application and/or intentionally disabling or altering District flow meters.
- 15.04 Section 592 of the California Penal Code states:
 - (a) Every person who shall, without authority of the owner or managing agent, and with intent to defraud, take water from any canal, ditch, flume, or reservoir used for the purpose of holding or conveying water for manufacturing, agricultural, mining, irrigating, generation of power, or domestic uses is guilty of a misdemeanor.
 - (b) If the total retail value of all the water taken is more than nine hundred and fifty dollars (\$950), or if the defendant has previously been convicted of an offense under this section or any former section that would be an offense under this section, or of an offense under the laws of another state or of the United States that would have been an offense under this section if committed in this state, then the violation is punishable by imprisonment in the county jail for not more than one year, or in the state prison.
- 15.05 Any violation may be referred to the Madera County Sheriff's Department and District Attorney for appropriate legal action.

SECTION 16: DISCHARGES INTO DISTRICT FACILITIES

- 16.01 All discharges of water into District conveyance or other facilities from any source, including, but not limited to, storm water, irrigation tailwater and filter system flushing, are prohibited unless such discharges have been permitted or otherwise approved by the District in writing.
- 16.02 All discharges of water into District conveyance or other facilities shall only be permitted if they are in compliance with all District, local, state and federal criteria, standards, regulation or laws pertaining to water quality or other pertinent factors.
- 16.03 All permitted discharges of water into District conveyance or other facilities are subject to immediate termination if such termination is necessary to comply with any District, local, state, or federal criteria, standards, regulation or laws.
- 16.04 Water Users who use their on-farm delivery systems to deliver groundwater are responsible for preventing leakage back into District canals. District canal gates are designed to control flow leaving the canal, not prevent the back flow of water into the canal. Water users may need to install a hub-end or pressure gate to prevent back flow into District canals.
- 16.05 Water Users using agricultural chemicals or other substances in the vicinity of District water conveyance and delivery facilities shall take appropriate actions necessary to prevent over-spray, spillage or any other form of discharge that could contaminate District water supplies. Chemicals and contaminants including grease and oil leaks from irrigation pumps and equipment shall not be added into District facilities due to potential damage to meters and meter boxes and safety of District staff. Chemicals should only be added at landowner owned and operated facilities.
- 16.06 The District shall hold anyone who knowingly or negligently allows any pollutants to be discharged into the District facilities liable for all damages caused by pollutants and the cost of cleanup of all impacted areas.

SECTION 17: LIABILITY FOR DAMAGES

- 17.01 Failure to deliver water due to supply or canal capacity may occur from time to time based on the quantity available to the District, either from the USBR or from the District's other sources. In no event shall any liability accrue against the District, or any of its officers, agents or employees for any damage arising directly or indirectly from the District's failure, refusal, or inability to deliver water due to deficiency of water supply, miscalculations in estimating needs, drought, or any other causes.
- 17.02 Any claim for damages allegedly resulting from the District's acts or omissions of its employees requires that a verified claim giving full particulars on date, occurrence, area, crop, extent of damage, etc. be filed by the claimant pursuant to the California Government Tort Claims Act with the General Manager at the District office on a form provided by the District. Claim forms are available at the District office.

17.03 The District reserves the right to stop the flow in any channel, pipeline, stream, canal, or any other District facility at any time the District may determine such action to be necessary.

17.04 The District will not be liable for any damages to third persons caused by the use of its facilities, equipment, rights-of-way or property by persons other than District employees.

SECTION 18: MODIFICATION; SEVERANCE

18.01 All of these Rules and Regulations are subject to change as deemed necessary by the Board of Directors.

18.02 If any of these Rules or Regulations or any portion thereof is for any reason held to be invalid, unlawful, unconstitutional, or unenforceable in application as to any person or circumstances, the remainder of these Rules and Regulations shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 19: PENALTY FOR NON-COMPLIANCE

19.01 Failure or refusal of any Water User to comply with any of these rules or applicable regulations (“Rules and Regulations”) shall be sufficient grounds for terminating delivery of District water to the lands of such Water User, and water shall not again be furnished until the Water User is in full compliance with all rules and regulations, or as otherwise determined by the Board.

19.02 The District reserves the right to use all available legal remedies in connection with the enforcement of these Rules and Regulations.

AGENDA ITEM 3b.

MARCH 2, 2023
RESOLUTION NO. 2023-11

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT
APPROVING THE MID AND SMITH-ADOBE RANCH FAMILY
LIMITED PARTNERSHIP AGREEMENTS**

RESOLVED by the Board of Directors of the Madera Irrigation District (“District”), at a special meeting duly called and held on March 2, 2023, at the business office of the District, 12152 Road 28 1/4, Madera, California 93637 as follows:

WHEREAS, pursuant to section 22425 of the Water Code, the District is authorized to acquire by any means any property or interest in property to carry out its purposes as an irrigation district formed under Division 11 of the Water Code;

WHEREAS, certain real property and property interests owned by the Smith-Adobe Ranch Family Limited Partnership (“Adobe Ranch”) are necessary to carry out the District’s purposes;

WHEREAS, staff has engaged Adobe Ranch in negotiations to effectuate a transfer of such property and interests from Adobe Ranch to the District on terms mutually agreeable to the parties; and

WHEREAS, staff is seeking the Board’s approval of the following documents to affect the contemplated transfer:

1. A Master Purchase and Sale Agreement, attached hereto as Exhibit “A” and incorporated herein by this reference, establishing general terms and conditions for the transaction and the exercise of rights granted in connection therewith;
2. A Purchase and Sale Agreement and Escrow Instructions, attached hereto as Exhibit “B” and incorporated herein by this reference, establishing terms and conditions for the purchase of certain real property, as described therein, from Adobe Ranch by the District;
3. An Easement Purchase Agreement, attached hereto as Exhibit “C” and incorporated herein by this reference, establishing terms and conditions for the purchase of certain real property interests, including an access easement and an operation and maintenance easement, from Adobe Ranch by the District;
4. An Access Easement Agreement, attached hereto as Exhibit “D” and incorporated herein by this reference, establishing terms and conditions for the District’s use of the access easement;
5. A Canal Easement Agreement, attached hereto as Exhibit “E” and incorporated herein by this reference, establishing terms and conditions for the District’s use of the operation and maintenance easement; and
6. A Memorandum of Agreement, attached hereto Exhibit “F” and incorporated herein by this reference, to be recorded with the Madera County Recorder’s Office to provide constructive notice of the parties’ rights and obligations under the above-referenced agreements (collectively, the “MID-Adobe Ranch Agreements”).

WHEREAS, the Board is authorized to approve, and the District is authorized to execute, the MID-Adobe Ranch Agreements;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the facts contained in the recitals above are true and correct, and that the Board approves the MID-Adobe Ranch Agreements, attached hereto as Exhibits “A,” “B,” “C,” “D,” “E,” and “F” and directs the Board President or General Manager:

1. To execute the MID-Adobe Ranch Agreements;
2. To record the MID-Adobe Ranch Agreements as necessary with the Madera County Recorder’s Office; and
3. To make any minor, clarifying, or corrective revisions to the MID-Adobe Ranch Agreements as the General Manager may deem necessary prior to execution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Madera Irrigation District Board of Directors, at a special meeting of the Board held on the 2nd day of March 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST: _____
Carl Janzen, Vice President

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-11 adopted March 2, 2023.

Andrea Kwock Sandoval, Secretary

EXHIBIT “A”

MASTER PURCHASE AND SALE AGREEMENT

This Master Purchase and Sale Agreement (referred to herein as the “Master Agreement” or “Agreement”) is made by and between the Madera Irrigation District, a California irrigation district (“Buyer” or the “District”), on the one hand, and The Smith-Adobe Ranch Family Limited Partnership, a California limited partnership (“Seller” or “Adobe Ranch”) on the other hand. The District and Adobe Ranch are referred to collectively herein as the “Parties” and individually as a “Party.”

RECITALS

A. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain real property and easements by way of a purchase and sale agreement in substantially similar form as attached hereto as **Exhibit “A”** (the “PSA”) and an easement purchase agreement in substantially similar form as attached hereto as **Exhibit “B”** (the “EPA”) to facilitate the construction and operation of new and improved water supply facilities.

B. The Parties further desire to establish their rights and responsibilities with respect to the construction, operation, and maintenance of the contemplated water supply facilities and to establish the terms by which Adobe Ranch shall divert water from the Fresno River, and to ensure that such rights, responsibilities, and terms run with the land and are binding on the Parties and their successors.

AGREEMENT

For good and valuable consideration, the Parties have agreed to the terms and conditions set forth below.

1. **Conditions Precedent.** The terms of this Master Agreement, the PSA, and the EPA (collectively, the “Agreements”), and the Parties’ obligations under the Agreements, shall be subject to the following conditions precedent:

- (a) The Parties shall close escrow on the PSA in substantially similar form as attached hereto as **Exhibit “A,”** transferring to the District in fee simple that certain real property described therein, and the EPA, in substantially similar form as attached hereto as **Exhibit “B,”** granting to the District an easement in that certain real property described therein.

For purposes of this Agreement, the term “Closing” shall refer to the close of escrow for both the PSA and the EPA, unless those agreements do not close escrow concurrently, in which case the term “Closing” shall refer to the last occurring close of escrow as between the PSA and the EPA.

- (b) For purposes of this Agreement, the term “Property” shall refer to all the land that is described in the PSA and the EPA as being the subject of the contemplated transfers.
- (c) The Parties shall each execute this Master Agreement and shall record a

memorandum of agreement, in substantially similar form as attached hereto as **Exhibit “C,”** restricting Adobe Ranch’s use of any remaining interest in the Property in accordance with Paragraphs 2 and 3 herein.

2. **Water Supply Terms.** After the Closing, Adobe Ranch and the District shall comply with the following terms:

- (a) Upon the District’s undertaking of a new permanent water facility project on the Property (the “Project”), the District will fund, construct, and permit diversion facilities generally described in a final written plan consistent with the following specifications: (i) the Project shall allow Adobe Ranch to divert up to 6,000 gallons per minute of non-water rights water (e.g., in-District water supplies and potential transfers from third parties, but not Fresno River water rights water) from the south side of the Madera Lake Inlet Structure; (ii) the facility shall be in accordance with the version of the Hydraulic Institute standards current at the time the final written plan is prepared.
- (b) Adobe Ranch’s use of in-District water supplies shall be consistent with the District’s rules and regulations for use of District supplies on land within the District. The District shall not be responsible for funding, constructing, or permitting related, non-diversion facilities, such as power lines. The District shall include facilities and diversions described in Paragraph 2(a) as part of its environmental review for the Project. The District shall have sole and exclusive discretion with respect to the Project’s design consistent with best-design practices and the specifications set forth in Paragraph 2(a) of this Agreement; and provided further that the Project shall not injure Adobe Ranch’s existing rights to divert and use water from the Fresno River. Prior to approving the Project’s final design, the District agrees to meet and confer with Adobe Ranch regarding the Adobe Ranch diversion facility portion of the Project.
- (c) The District shall be responsible for all costs associated with the Project’s construction and permitting, including the portion of the facilities constructed for the benefit of Adobe Ranch. However, except as otherwise provided in Paragraph 2(d), the District shall not be responsible for any ongoing operations or maintenance costs (e.g., power, pump repair, etc.) associated with Project facilities constructed for the benefit of Adobe Ranch, which costs shall be the responsibility of Adobe Ranch. In addition to the foregoing, Adobe Ranch shall be responsible for all costs associated with any private on-farm facilities to divert water from the Project (the “Adobe Ranch Facilities”), including, but not limited to, all operations and maintenance costs associated with the Adobe Ranch Facilities.
- (d) The District agrees that, when it undertakes in-stream maintenance of the Project facilities, such maintenance shall include removal of sediment and related maintenance of the Project facilities constructed for the benefit of Adobe Ranch, but not the Adobe Ranch Facilities.
- (e) Adobe Ranch’s sale of the Property to District shall not diminish Adobe Ranch’s water rights to the Fresno River.

- (f) Except as may otherwise be provided in the plan referenced in Paragraph 2(a), the Parties, including their agents, affiliates, representatives, shall not oppose, object to, organize opposition to, or advocate against the Project, the Adobe Ranch Facilities, or any repair or rehabilitation of any preexisting District facilities.
- (g) Adobe Ranch shall provide the District with such diversion records and monitoring information as is reasonably necessary to demonstrate its compliance with the PSA, the ESA, and this Agreement.

3. **Obligations Run with the Land.** All rights and obligations under this Agreement, including without limitation those set forth in Paragraph 2 of this Agreement, are intended by the Parties to be, and shall be construed as, covenants running with the land in accordance with section 1468 of the Civil Code. Successive owners of the Property shall be bound by the terms of this Agreement for the benefit of their respective lands. All persons who may have or may acquire an interest in the Property shall be deemed to have notice of, and be bound by, the terms of the Agreement. The Parties shall cause a memorandum of agreement, in substantially similar form as attached hereto as **Exhibit "C,"** to be recorded with the Madera County Recorder within fifteen (15) days of this Agreement's execution.

4. **Authority to Enter Into Agreement.** Each of the Parties hereby represents and warrants that it is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is bound.

5. **Warranty Against Assignment.** The Parties warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that the Parties have the sole right and exclusive authority to execute this Agreement and to receive the consideration specified herein; and that the Parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

6. **Independent Advice of Counsel.** The Parties represent that they have each had the opportunity to consult with their respective counsel regarding the legal effect of this Agreement. The Parties each agree that the terms of this Agreement are final and conclusive, and that they have each freely consented to and authorized this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, contracts, and agreements between the Parties, whether written or oral. Any modifications, amendments or revisions to this Agreement must be in writing and duly signed by the Parties before having any force or effect.

8. **Applicable Law.** This Agreement is entered into in the State of California and shall, in all respects, be governed by the laws of said state. Venue in any litigation arising hereunder shall be in Madera County.

9. **Execution in Counterparts.** This Agreement may be executed in as many counterparts and facsimile copies as may be deemed appropriate or convenient, and by the different parties hereto on separate counterparts and facsimile copies, each of which, when so executed,

shall be deemed an original, but all such counterparts and facsimile copies shall constitute one and the same instrument.

10. **Severability of Agreement.** If any provision or portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, said provisions shall be deemed to be severed and deleted, and the remainder of this Agreement shall continue to be valid and enforceable.

11. **Prevailing Party.** In the event that any party to this Agreement reasonably institutes a legal action to enforce or prevent a breach of this Agreement, the prevailing party in said action shall be entitled to recover all costs, expenses and attorney's fees incurred therein.

12. **Paragraph and Section Headings.** Paragraph and section headings within this agreement are of no legal force and effect, but are provided solely for convenience.

13. **Notices.** All notices, requests or other communications under this agreement shall be in writing and shall be transmitted to the addresses as set forth:

If to Buyer: Madera Irrigation District
c/o Thomas Greci, General Manager
12152 Road 28 1/4
Madera, CA 93637

with a copy to: Wanger Jones Helsley PC
c/o John Kinsey, Esq.
265 E. River Park Circle, Suite 310
Fresno, CA 93720
Email: jkinsey@wjhattorneys.com

If to Seller: Smith-Adobe Ranch FLP
c/o Taisto Smith
P.O. Box 26330
Fresno, CA 93729

with a copy to: Andrew J. Ramos
Bartkiewicz, Kronick & Shanahan, PC
1011 22nd Street
Sacramento, CA 95816

14. **Exhibits Incorporated by Reference.** All exhibits referenced in this Agreement are hereby incorporated by reference as though fully set forth herein.

[SIGNATURES ON FOLLOWING PAGES]

MADERA IRRIGATION DISTRICT

I, James Erickson, having carefully read the contents of this Agreement, and having fully discussed with my attorneys the legal effect of each provision set forth herein, understand the contents of this Agreement and sign the same on behalf of the Madera Irrigation District as a free act. I am the President of the Madera Irrigation District Board of Directors, and I have the legal authority to bind the Madera Irrigation District to this Agreement.

Dated:

MADERA IRRIGATION DISTRICT

JAMES ERICKSON

Approved as to form:

Dated:

John Kinsey
General Counsel of Madera Irrigation District

SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP

I, _____, having carefully read the contents of this Agreement, and having fully discussed with my attorneys the legal effect of each provision set forth herein, understand the contents of this Agreement and sign the same as a free act. I am the _____ of Smith-Adobe Ranch Family Limited Partnership and I have the legal authority to bind the entity to this Agreement.

Dated:

**SMITH-ADOBE RANCH FAMILY LIMITED
PARTNERSHIP, California limited partnership**

By: _____
Clark C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

By: _____
Diana C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner
Smith 1999 Trust dated May 14, 1999

By: _____
Clark C. Smith, Co-Trustee

By: _____
Diana M. Smith, Co-Trustee

Approved as to form:

Dated:

By: _____
Andrew J. Ramos

Exhibit "A"

To the Master Purchase and Sale Agreement

Purchase and Sale Agreement

Exhibit "B"

To the Master Purchase and Sale Agreement

Easement Purchase Agreement

Exhibit "C"

To the Master Purchase and Sale Agreement

Memorandum of Agreement

EXHIBIT “B”

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

DATED: _____, 2023

PARTIES:

- (1) **THE SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP**, a California limited partnership (“Seller”); and
- (2) **MADERA IRRIGATION DISTRICT**, a California Irrigation District (“Buyer”).

RECITALS:

This *Purchase and Sale Agreement and Escrow Instructions* (“Agreement”) is made with respect to the following facts:

A. Seller holds good and marketable title to that certain real property comprised of 622.50± acres of land, commonly known as Madera County APNs: 031-173-001 and 031-161-012, and more particularly described on Exhibit A, attached hereto and incorporated herein (the “Original Property”).

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, a portion of the Property as generally depicted on Exhibit B, attached hereto and incorporated herein (the “New Parcel”) pursuant to the terms set forth herein. Once the Survey (defined below) of the New Parcel has been completed and the legal description of the New Parcel prepared, the legal description of the New Parcel will be initialed separately by Seller and Buyer and replace the depiction of the New Parcel as Exhibit B.

C. The New Parcel will be created as a separate legal parcel by way of transferring the New Parcel via the Grant Deed, defined below, with the legal description to be attached as Exhibit B and recording in the Official Records of Madera County, which is exempt from the requirements of the Subdivision Map Act pursuant to California Government Code section 66428, subdivision (a)(2).

D. This Agreement is entered into by the parties as part of a transaction involving multiple agreements, the specifics of which are set forth in the Master Purchase and Sale Agreement attached hereto as Exhibit C, attached hereto and incorporated herein (the “Master Agreement”).

AGREEMENT:

NOW, THEREFORE, Seller and Buyer agree as follows:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 **“CLOSING DATE”**. The “Closing Date” of this Agreement means 30 days after completion of the Survey.

1.2 **“DEPOSIT”** is described in Section 2.4.

1.3 **“DISMISSAL”** is defined in Section 4.2.1.

1.4 **“EFFECTIVE DATE”**. The “Effective Date” of this Agreement and other similar references herein shall mean and refer to the date on which this Agreement has been fully executed, initialed, if applicable, and dated by both Seller and Buyer.

1.5 **“ESCROW HOLDER”**. Escrow Holder shall mean and refer to Chicago Title Company, 601 W. Yosemite Ave, #101, Madera, CA 93637.

1.6 **“ESCROW OFFICER”**. Escrow Officer shall mean and refer to Cathy Padilla.

1.7 **“ESCROW OPENING”**. Escrow Opening shall be one (1) day following execution of this Agreement by the Seller and Buyer.

1.8 **“MEMORANDUM”** is defined in Section 4.1.4.

1.9 **“NEW PARCEL”** is defined in Recital B.

1.10 **“ORIGINAL PROPERTY”** is defined in Recital A.

1.11 **“MASTER AGREEMENT”** is defined in Recital D.

1.12 **“SURVEY”** is described in Section 2.2.

1.13 **“TITLE COMPANY”**. Title Company shall mean and refer to Chicago Title Company.

ARTICLE 2 PURCHASE

2.1 **PURCHASE AND SALE**. Seller hereby agrees to sell and convey the New Parcel to Buyer, and Buyer hereby agrees to purchase the New Parcel from Seller, on and subject to the terms and conditions hereinafter set forth. For the purposes of this Agreement, and except as provided in this section, the “New Parcel” shall include all and singular the rights and appurtenances pertaining to the New Parcel, including, without limitation, all right, title and interest of Seller associated with, or appurtenant or otherwise allocable to, the New Parcel, and to the adjacent or appurtenant streets, roads, alleys, easements and rights-of-way, wastewater rights, utility rights and development rights associated with, or appurtenant or otherwise allocable to, the New Parcel. Notwithstanding anything to the contrary in this Agreement, Seller shall retain all water rights pertaining to the Original Property and New Parcel, and the conveyance of the New Parcel to Buyer shall not include any such water rights.

2.2 **PURCHASE PRICE**. Buyer shall, at Buyer’s sole cost and expense, obtain a survey for the New Parcel (“Survey”) as soon as reasonably possible based on the availability of surveyor but in no event later than December 31, 2023. The Survey shall be prepared by a Registered Professional Land Surveyor and shall: (i) identify the Real Property by metes and bounds; and (ii) set forth the dimensions and total area of the New Parcel. The total consideration to be paid by Buyer for the New Parcel shall be the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00 USD) per acre, or portion thereof, of the New Parcel identified by the Survey.

2.3 **PAYMENT OF PURCHASE PRICE**. The Purchase Price shall be paid in cash at close of escrow.

2.4 **DEPOSIT**. Buyer shall, on or before three (3) days following the Effective Date of this Agreement, make an initial deposit in the amount of THREE THOUSAND and 00/100 Dollars (\$3,000.00)

(the "Deposit"), to be credited against the Purchase Price. The Deposit shall be held by Escrow Holder and deposited into Escrow Holder's account upon Closing of Escrow.

2.5 **INDEPENDENT CONSIDERATION.** Concurrently with the execution of this Agreement, Buyer shall pay to Seller the sum of One Hundred Dollars (\$100) as independent consideration for the execution of this Agreement by Seller. The independent consideration is being paid to, and shall be retained by, Seller as additional consideration for this Agreement and not as part of the Purchase Price. Such independent consideration is deemed earned by Seller as of the Effective Date and is non-refundable in all events.

2.6 **DEPOSIT AS LIQUIDATED DAMAGES.** IN THE EVENT THE SALE OF THE NEW PARCEL AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT SOLELY ON THE PART OF BUYER, THE DEPOSIT SHALL BE PAID TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR SIGNATURES BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER IN THE EVENT OF A DEFAULT SOLELY ON THE PART OF BUYER:

Seller: _____

Buyer: _____

ARTICLE 3 TITLE TO NEW PARCEL

3.1 **TITLE TO REAL PROPERTY.** A title order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and Seller, a Preliminary Title Report within ten (10) days, or as soon thereafter as possible after the Survey is completed, following the Effective Date herein, covering the New Parcel, together with copies of each document shown therein as an exception to title (the "Exceptions"). The purchase and sale of the New Parcel is conditioned upon Buyer's approval of said report as provided in Section 4.1.1 below. At the Closing, Seller shall convey the following to Buyer:

3.1.1 **New Parcel Transfer and Title.** Fee simple title to the New Parcel identified in Exhibit "B" hereto, and as further described in Section 2.1 herein, by execution and delivery of a Grant Deed. On the Closing Date, Buyer shall receive from the Title Company a CLTA General Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.2 herein, issued by the Title Company, subject only to (i) real property taxes and assessment liens not yet due and payable; and (ii) covenants, conditions, restrictions, easements, and rights of way of record approved by Buyer. Any and all monetary liens and encumbrances shall be removed prior to the Closing Date.

ARTICLE 4 CONDITIONS TO CLOSING

4.1 **BUYER'S CONDITIONS.** Buyer's obligation to purchase the New Parcel under this Agreement is subject to the fulfillment prior to the Closing of each of the following conditions, each of which is for the benefit of Buyer and any or all of which may be waived by Buyer in writing on or before the Closing Date. In the event that any of the following conditions are not met or waived as described above, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.1.1 **Approval of Title.** Buyer's written approval of the Preliminary Title Report within fifteen (15) days of its receipt of said report and copies of the Exceptions. Buyer shall acquire title subject to all covenants, conditions, restrictions, easements and exceptions of record ("title exceptions") shown on the Preliminary Title Report, provided that Buyer may object to a title exception, after which Seller shall have ten (10) days to give Buyer notice: (i) that Seller will remove such objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or Seller will provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed on or before the Closing; or (ii) that Seller after having made a reasonable effort to remove such exceptions from title, elects not to cause such exceptions to be removed. If Seller gives Buyer notice that particular exception(s) cannot be reasonably removed, then Buyer shall have ten (10) days to notify Seller of Buyer's election to proceed with the purchase of and take New Parcel subject to such exceptions but otherwise pursuant to the terms of this Agreement, or to terminate this Agreement.

4.1.2 **Inspections.** On or before the Closing Date, Buyer shall conduct all inspections of the New Parcel to determine the suitability thereof for Buyer's intended purposes. In connection herewith, Seller hereby gives Buyer and/or Buyer's agent's permission to enter upon the New Parcel for the purpose of conducting inspections of the New Parcel. Buyer shall indemnify and hold Seller free and harmless from any actions, claims, damages or liabilities in connection with said inspection and testing.

4.1.3 **Master Agreement.** Within five (5) business days of the Effective Date, Seller shall deposit (i) two (2) executed counterpart copies of the Master Agreement and (ii) one original, executed copy of the Memorandum of Agreement (the "Memorandum"), attached as Exhibit C to the Master Agreement, in recordable form.

4.1.4 Seller shall have performed all obligations to be performed by Seller pursuant to this Agreement prior to Closing.

4.1.5 Seller's representations and warranties set forth herein shall be true and correct as of the date hereof and as of the Closing.

4.1.6 The Title Company shall be committed to issue to Buyer, as of the Closing Date, the Title Policy.

4.1.7 Between the Opening of Escrow and the Closing Date, there shall have been no material adverse changes in the condition, status or fitness of the New Parcel for Buyer's intended use or in the facts or circumstances concerning the New Parcel.

4.2 **SELLER'S CONDITIONS.** Seller's obligation to sell under this Agreement is subject to the fulfillment prior to the Closing of the following conditions. In the event that the following conditions are not met or waived as described above, Escrow Holder shall return the Deposit to Buyer upon cancellation of escrow.

4.2.1 **Master Agreement.** Within five (5) business days of the Effective Date, Seller shall deposit (i) two (2) executed counterpart copies of the Master Agreement and (ii) one original, executed copy of the Memorandum in recordable form.

4.2.2 Seller shall have provided Buyer with written approval of the Survey and legal description of the New Parcel, which approval shall not be unreasonably withheld;

4.2.3 Buyer shall have performed all obligations to be performed by Buyer pursuant to this Agreement prior to Closing.

4.2.4 Buyer's representations and warranties set forth herein shall be true and correct as of the date hereof and as of the Closing.

ARTICLE 5 CLOSING AND ESCROW

5.1 **DEPOSIT WITH ESCROW HOLDER AND ESCROW INSTRUCTIONS.** Within three (3) days of the parties hereto execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder, and an executed counterpart of this Agreement to Title Company, and this Agreement shall serve as the instructions to Escrow Holder and to the Title Company for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder and the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

5.2 **CLOSING.**

5.2.1 **Location and Place.** The Closing hereunder (the "Closing") shall (i) be held at the offices of the Escrow Holder and (ii) take place concurrently with the Escrow¹ No. _____ whereby Seller and/or related entities of Seller are granting certain easements to Buyer. The execution and exchange of documents shall take place at the Closing on the Closing Date, subject to the recording of documents and disbursement of funds by Escrow Holder. All documents shall be deemed delivered on the date the Deed is recorded.

5.2.2 **Extension of Closing Date.** In Buyer's sole discretion, Buyer shall have the option to extend the Closing Date for ninety (90) days by making an additional deposit in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) (the "Additional Deposit"), to be credited against the Purchase Price at the Closing. The Additional Deposit shall be deemed a part of the "Deposit" hereunder.

5.3 **DELIVERY BY SELLER TO ESCROW HOLDER.** Prior to the Closing Date, Seller shall deliver the following documents to Escrow Holder.

5.3.1 **Grant Deed(s).** The Grant Deed transferring the New Parcel to Buyer.

¹ NTD: We should open up both escrows now so I can reference the specific escrow number here.

5.3.2 **Other Documents.** Such other bills of sale, assignments and other instruments of transfer or conveyance required herein or as Escrow Holder may reasonably request to evidence and effect the sale, assignment, transfer, conveyance and delivery of the New Parcel to Buyer, including but not limited to standard form or additional escrow instructions, Seller's Estimated Closing Statement, Seller's Nonforeign Affidavit and evidence of Seller's authority to execute the Grant Deed. Said documents, as applicable, shall be duly executed and acknowledged by Seller, in recordable form, and ready for recordation on the Closing Date.

5.4 **DELIVERY BY BUYER TO ESCROW HOLDER.** Prior to the Closing, Buyer shall cause the following to be delivered to the Escrow Holder;

5.4.1 **Purchase Price.** Purchase Price, less the Deposit, shall be deposited in immediately available funds with Escrow Holder by Buyer prior to Closing Date.

5.4.2 **Other Documents.** Such other bills of sale, assignments and other instruments of transfer or conveyance as required herein or as Escrow Holder may reasonably request to evidence and effect the sale, assignment, transfer, conveyance and delivery of the New Parcel to Buyer, including but not limited to standard form or additional escrow instructions, Buyer's Estimated Closing Statement, and a Preliminary Change of Ownership Report (PCOR).

5.5 **OTHER INSTRUMENTS.** Seller and Buyer shall each deliver such other instruments and funds as required herein or is reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the purchase of the New Parcel in accordance with the terms hereof.

5.6 **CLOSE OF ESCROW.** Provided that Escrow Holder has received the documents, instruments and funds described in Article 5 hereof, that Escrow Holder has not received written notice from either Buyer or Seller that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or Seller are untrue either as of the date of this Agreement or as of the Closing Date, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1.1 hereof, Escrow Holder is authorized and instructed on the Closing Date to undertake and perform the following acts in the following order: (a) record the Grant Deed in the Official Records (with documentary transfer tax information to be affixed after recording) and obtain a conformed copy thereof for delivery to Buyer; (b) record the Memorandum and obtain a conformed copy thereof for delivery to Buyer; (c) pay any transfer taxes; (d) instruct the County Recorder to return the Deed and Memorandum to Buyer; (e) distribute to Seller, or as Seller may instruct, (i) the Purchase Price for the New Parcel less Seller's share of closing costs and prorations as provided herein and (ii) a fully executed counterpart of the Master Agreement, and; and (f) deliver to Buyer (i) the conformed copy of the recorded Deed, (ii) the conformed copy of the recorded Memorandum, (iii) an original executed FIRPTA Certificate, (iv) an original executed California Tax Form 593, and (v) the Title Policy.

5.7 **PRORATIONS AND APPORTIONMENTS.**

5.7.1 **Property Taxes.** All non-delinquent property taxes and current rents of the New Parcel, if any, shall be prorated as of midnight one day prior to the Closing Date.

5.7.2 **Costs and Expenses.** Buyer shall pay for the cost for the premium for Buyer's Title Policy, documentary transfer tax or other transfer taxes applicable to the sale, and recording fees. Buyer and Seller shall share equally all other costs and charges of the escrow for the sale.

5.7.3 **Bonds and Assessments.** Seller shall pay current to Close of Escrow, all bonds and assessments levied against the New Parcel, if any.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF SELLER

6.1 **WARRANTIES AND REPRESENTATIONS OF SELLER.** As an inducement to Buyer to enter into this Agreement, Seller hereby represents and warrants to and agrees with Buyer as follows:

6.1.1 **Authority of Seller.** Seller is a limited partnership organized and validly existing and in good standing under the laws of the State of California and has the authority to own and convey the New Parcel, this Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Seller and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the New Parcel is subject.

6.1.2 **Laws and Regulations.** To the best of Seller's knowledge, there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the New Parcel for its intended purpose or the value of the New Parcel, nor has Seller received notice of any special proceedings affecting the New Parcel. The New Parcel complies with all environmental laws and regulations including laws and regulations relating to hazardous materials and hazardous substances and no underground fuel storage tank is located on the New Parcel.

6.1.3 **Cooperation.** Seller warrants that it will fully cooperate with Buyer prior to and subsequent to the Closing of escrow on any matters which will facilitate the transfer of title and appurtenances to Buyer.

6.2 **SURVIVAL.** The representations and warranties of Seller contained herein shall survive the Closing Date.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF BUYER

7.1 **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represent and warrant to Seller as follows:

7.1.1 **Authority of Buyer.** This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Buyer, and are or at the Closing will be legal, valid and binding obligations of Buyer.

7.1.2 **Litigation.** There is no litigation pending or, to Buyer's knowledge threatened against Buyer or any basis therefore before any court or administrative agency which might result in any material adverse change in the business or financial condition of the Buyer.

7.1.3 **AS-IS Purchase.** Except for those warranties and representations set forth in this Agreement, Seller is conveying the New Parcel to Buyer in an "AS IS" condition, and Buyer acknowledges it has no, and hereby waives any, claim with respect to any alleged defect or deficiency in the New Parcel, including, without limitation, any failure to comply with applicable

codes, federal, state or local laws, ordinances or regulations or any failure to comply with any express or implied warranty or standard of workmanship. BUYER HEREBY WAIVES ALL COMMON LAW IMPLIED WARRANTIES WITH RESPECT TO THE NEW PARCEL AS AGAINST SELLER AND BUYER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NEW PARCEL, INCLUDING BUT NOT LIMITED TO: (A) THE NATURE, QUALITY, OR CONDITION OF THE NEW PARCEL; (B) THE SUITABILITY OF THE NEW PARCEL FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT AT THE NEW PARCEL; (C) THE MERCHANTABILITY OF THE NEW PARCEL, OR THE FITNESS OF THE NEW PARCEL FOR A PARTICULAR PURPOSE; OR (D) ANY OTHER MATTER WITH RESPECT TO THE NEW PARCEL.

ARTICLE 8 POSSESSION

8.1 **POSSESSION.** Possession of the New Parcel shall be delivered to Buyer upon recordation of the Grant Deed(s) and all other documents necessary to transfer the New Parcel to Buyer.

ARTICLE 9 MISCELLANEOUS

9.1 **NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and sent by United States mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows, and shall be deemed to have been given upon the date of delivery (or refusal to accept delivery) as indicated on the return receipt:

If to Buyer, to: Madera Irrigation District
 12152 Road 28 1/4
 Madera, CA 93637
 559-479-9160
 ATTN: Thomas Greci, General Manager

With a copy to: Wanger Jones Helsley PC
 265 E. River Park Circle, Suite 310
 Fresno, CA 93720
 559-233-4800
 ATTN: John Kinsey, Esq.

If to Seller, to: Smith-Adobe Ranch FLP
 c/o Taisto Smith
 P.O. Box 26330
 Fresno, CA 93729

With a copy to: Andrew J. Ramos
 Bartkiewicz, Kronick & Shanahan, PC
 1011 22nd Street
 Sacramento, CA 95816

or such other address as either party may from time to time specify in writing to the other in the manner aforesaid.

9.2 **BROKERS AND FINDERS.** Seller and Buyer each represents and warrants to the other that it has not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the New Parcel. If any other claim is made for a commission or a finder's fee in connection with the transaction contemplated by this Agreement, then the party upon whose alleged statement, representation or agreement that claim arises shall indemnify, defend, protect and hold harmless the other party from and against all liability, damage and cost (including attorney's fees) the other party incurs as a result thereof.

9.3 **AMENDMENTS.** This Agreement may be amended or modified only by a written instrument executed by the party asserted to be bound thereby.

9.4 **CONTINUATION AND SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Closing Date, shall be deemed to be material, and shall survive the execution and delivery of this Agreement, the delivery of the Deed and transfer of title.

9.5 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.6 **RECITALS INCORPORATED.** The recitals set forth above are true and correct in all material respects and are incorporated into this Agreement by this reference.

9.7 **MERGER OF PRIOR AGREEMENTS.** This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the New Parcel and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.8 **ATTORNEYS' FEES.** In the event either Buyer or Seller bring any suit or other proceeding with respect to the subject matter or enforcement of this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees, expenses and costs of investigation as actually incurred (including, without limitation, reasonable attorneys' fees, expenses and costs of investigation incurred in appellate proceedings, costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code, 11 United States Code Section 101, et seq., or any successor statutes).

9.9 **TIME OF THE ESSENCE.** Time is of the essence of this Agreement.

9.10 **ELECTRONIC AND FACSIMILE SIGNATURES.** Electronic and facsimile signatures shall have the same force and effect as original signatures.

9.11 **COUNTERPARTS.** This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

9.12 **DEFERRED EXCHANGE.** At Seller's request, Buyer hereby agrees to cooperate with Seller in the completion of a deferred exchange involving the New Parcel, in compliance with Internal Revenue Code Section 1031 ("Seller's Exchange"); provided, that Seller's Exchange is at no cost or expense to Buyer and does not delay the Closing under this Agreement. Buyer shall not be required to acquire or hold title to any property other than the New Parcel in cooperation with the completion of Seller's Exchange.

9.13 **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators and assigns. Buyer shall have the right to assign this Agreement without the further consent or approval of Seller required; provided, however, that any such assignment shall not relieve Buyer from its responsibility or obligations under this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“Seller”

**SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP,
California limited partnership**

By: _____

Clark C. Smith, Co-Trustee of the Smith 1999 Trust under trust instrument dated May 14, 1999, General Partner

By: _____

Diana C. Smith, Co-Trustee of the Smith 1999 Trust under trust instrument dated May 14, 1999, General Partner

Smith 1999 Trust dated May 14, 1999

By: _____

Clark C. Smith, Co-Trustee

By: _____

Diana M. Smith, Co-Trustee

“Buyer”

**MADERA IRRIGATION DISTRICT, a
California Irrigation District**

By: _____

Its: _____

DATED: _____

ACCEPTANCE BY ESCROW HOLDER:

The undersigned hereby acknowledges that it has received a fully executed counterpart of the foregoing PURCHASE AND SALE AND ESCROW INSTRUCTIONS and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

Chicago Title Company, a California corporation

By: _____

Its: _____

Exhibit "A"

To the Purchase and Sale Agreement

"Original Property"

TO BE ADDED

Exhibit "B"

To the Purchase and Sale Agreement

Depiction of New Parcel

(To be replaced by legal description once prepared)

Madera Lake
Inlet Canal

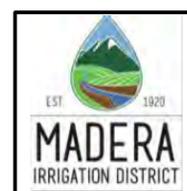
Siphon Farm
Crossing

Fresno River

Fresno River
Island

Existing MID
Canal Weir

Proposed Fresno River Acquisition
520' X 350' = 182,000 Sq.Ft.
or 4.18 Acres



SCALE: Not to Scale	NO.	REVISED	BY
DRAWN BY: Engineering			
DATE: 2/28/2023			

EXHIBIT B

DRAWING NO.

SHEET 1 OF 1

Exhibit "C"

To the Purchase and Sale Agreement

Master Agreement

EXHIBIT “C”

**EASEMENT PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

Between

MADERA IRRIGATION DISTRICT,
a California irrigation district,

("Buyer"),

THE SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP,
a California limited partnership,

("Seller"),

and

CHICAGO TITLE COMPANY,
a California corporation

("Escrow Holder").

EASEMENT PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS EASEMENT PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into effective as of the last date a party affixes its name hereto and constitutes an agreement by which THE SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP, a California limited partnership (“**Seller**”), agrees to sell, and MADERA IRRIGATION DISTRICT, a California irrigation district (“**Buyer**”), agrees to purchase certain Easements, described below, on the terms and conditions hereinafter set forth:

I.

RECITALS

A. Buyer has historically used (i) a canal to transport water from its facilities located in and around the Fresno River (the “**MID Facilities**”) to be located on the New Parcel, defined below and (ii) roads and trails to access the MID Facilities, each over and across real property owned by Seller, commonly known as Madera County APNs: 031-173-001, 031-173-002, 031-173-003 and 031-161-012 and described fully in **Exhibit “A-1”, “A-2”, “A-3” and “A-4”**, respectively, to be attached by Escrow Holder (collectively, the “**Property**”). Concurrently herewith, Buyer is purchasing a portion of the Property from Seller which will require the creation of a separate legal parcel (the “**New Parcel**”), which will cause the legal descriptions of one or more parcels comprising the Property to change. After a survey is performed and the revised legal description(s) prepared, Escrow Holder shall attach the revised legal description(s) and any unchanged legal description(s) of the Property as **Exhibit “A-1”, “A-2”, “A-3” and “A-4”**.

B. Buyer desires to acquire a deeded interest over various portions of the Property generally described as (i) a non-exclusive canal easement over, under and across Madera County APNs: 031-173-001 and 031-161-012 and described fully in **Exhibit “A-1” and Exhibit “A-4”** to be attached by Escrow Holder (the “**Canal Property**”), to allow for Buyer to continue to use the existing canal to transport water to Madera Lake for the benefit of Buyer and real property owned by its members within Buyer’s service area (the “**Canal Easement**”) and (ii) a non-exclusive access easement over, under and across the Property, to allow for Buyer to continue to use the existing roads and paths to access the New Parcel upon which the MID Facilities are located for the benefit of the New Parcel, Buyer and real property owned by its members within Buyer’s service area (the “**Access Easement**” and together with the Canal Easement collectively referred to herein as the “**Easements**”).

C. Seller is willing to sell the Easements in, over, under and across a portion of the Property to Buyer by way of the form of Easement Agreements attached hereto as **Exhibit “B-1” and “B-2”**, and Buyer is willing to compensate Seller for the transfer of the Easements under the terms and conditions set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase the Easements, subject to the terms and conditions herein contained.

2. Deposit. The “**Deposit**” shall comprise:

(i) Buyer shall make a refundable deposit in the sum of One Hundred Dollars (\$100.00) within three (3) business days of the opening of Escrow;

(ii) The Deposit shall become non-refundable upon Buyer's approval or waiver of all contingencies, including Title Company's commitment to issue a Title Policy in the Approved Condition of Title. All deposits shall be applicable to the Purchase Price.

(iii) If Buyer elects not to remove or waive all of the contingencies within the time period specified, the escrow shall be terminated and all deposits shall be promptly returned to Buyer.

3. Consideration. The consideration for the purchase of the Easements is One Thousand and No/100 Dollars (\$1,000.00) ("**Purchase Price**"). The balance of the Purchase Price, accounting for the Deposit, shall be paid in escrow by certified check or Federal wire transfer and released to Seller on the Closing Date.

4. Contingencies & Conditions of Closing. The Closing and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the condition, for Buyer's benefit, that as of the Closing Date each of the following "**Conditions of Closing**" are satisfied:

(a) Closing of Escrow on New Parcel. The Closing shall occur simultaneously with Escrow No. [REDACTED] (the "**New Parcel Escrow**") wherein Buyer is purchasing the New Parcel from Seller.

5. Escrow. Seller shall deliver a fully executed copy of this Agreement to Chicago Title Company, ATTN: Cathy Padilla, 601 W. Yosemite Ave, #101, Madera, CA 93637, as escrow holder ("**Escrow Holder**"), within five (5) calendar days of all parties execution of this Agreement which shall provide for closing ("**Closing**") as provided herein (the "**Escrow**"). For all purposes, the date of the opening of escrow shall be the Effective Date. This Agreement shall constitute escrow instructions to Escrow Holder. In the event of any inconsistency between any supplemental escrow instructions required by Escrow Holder and this Agreement, this Agreement shall control, notwithstanding the fact that either party may have intentionally or inadvertently executed such inconsistent instructions.

(a) Closing Date. As determined by Buyer, the Closing Date shall occur concurrently with the New Parcel Escrow.

(b) Closing Deliveries. On or before the business day immediately preceding the Closing Date, the parties shall deposit with Escrow Holder:

(i) Seller shall deposit:

(1) Duly executed and acknowledged Easement Agreements in the form attached hereto as **Exhibit "B-1"** and **Exhibit "B-2"** conveying title to Buyer in the Approved Condition of Title;

(2) An affidavit stating, under penalty of perjury, Seller's U.S. taxpayer identification number and that it is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

(3) A completed California Withholding Exemption Certificate (Form 593-C), or its equivalent;

(4) A completed Department of the Treasury/Internal Revenue Service Form W-9; and

(5) Such additional documents, including without limitation, escrow instructions consistent with the terms and conditions of this Agreement, as may be reasonably required of Seller to close the transaction in accordance with this Agreement.

(ii) Buyer shall deposit with Escrow Holder:

(1) Such evidence of Buyer's power and authority as Escrow Holder may reasonably require; and

(2) A certificate updating Buyer's representations and warranties as if made on the date of the Closing Date as being true and correct in all material respects.

(c) Transaction Costs. Buyer shall pay any and all transaction costs such that Seller shall receive the entire Purchase Price at Closing.

(d) Events at Closing. At the Closing, Escrow Holder shall, or shall be prepared to, do all of the following:

(i) Record all documents and pay all costs and expenses necessary to place the Easements in the Approved Condition of Title;

(ii) Date and record the Easement Agreement;

(iii) Issue any required Title Policy to Buyer;

(iv) Disburse the entire sum of the Purchase Price to Seller; and

(v) Deliver to Seller and Buyer, respectively, Escrow Holder's closing statements and any other documents appropriate for delivery out of escrow.

(e) Termination of Escrow. If a Condition of Closing is not satisfied before the Closing Date or Escrow otherwise terminates as herein provided, all Deposits shall be returned to Buyer, all documents shall be returned to the Party that deposited same and thereafter this Agreement shall terminate and neither party shall have any further rights or obligations hereunder. The provisions of this Paragraph 5(e) shall survive the termination of Escrow.

6. Title.

(a) Condition of Title.

(i) It shall be a condition to the close of escrow and a covenant of Seller that title to the Easements may be conveyed to Buyer by Seller by the Easement Agreement subject only to the following approved condition of title (the "**Approved Condition of Title**"):

(1) A lien to secure payment of real estate taxes, not delinquent;

(2) The lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code (the "**Code**");

(3) Easement or other rights of way of record that do not reasonably affect the Easements; and

(4) Other exceptions which are disclosed by the Preliminary Title Report and which are approved or deemed approved by Buyer in accordance with Paragraph 6(a)(ii) below.

(ii) Escrow Holder shall issue a standard preliminary title report (“**Preliminary Title Report**”) with respect to the Property dated within five (5) days of the date of this Agreement. Buyer shall have fifteen (15) days after receipt of the Preliminary Title Report (“**Title Approval Date**”) to give Seller and Escrow Holder written notice (“**Buyer’s Title Notice**”) of Buyer’s disapproval or conditional approval of any matters shown in the title documents; provided, however, that any deed of trust securing the Property is automatically disapproved and will require Buyer to commit to obtain subordination agreement(s) from said lenders. The failure of Buyer to give Buyer’s Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer’s disapproval of the Preliminary Title Report. If Buyer disapproves or conditionally approves any matters of title shown in a Preliminary Title Report, Seller may, within fifteen (15) days after its receipt of Buyer’s Title Notice, elect to eliminate or ameliorate to Buyer’s satisfaction the disapproved or conditionally approved title matters by giving Buyer written notice (“**Seller’s Title Notice**”) of those disapproved or conditionally approved title matters, if any, which such Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the applicable Property or to ameliorate to Buyer’s satisfaction by the applicable closing date. If Seller fails to give Seller’s Title Notice or does not elect to eliminate or ameliorate to Buyer’s satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller’s Title Notice, then Buyer shall have the right, by a writing delivered to Seller and Escrow Holder within fifteen (15) days of “**Seller’s Title Notice**” to waive its prior disapproval (in which event said disapproved matters shall be deemed approved) or to terminate this Agreement and the Escrow created pursuant hereto, and to a return of all Deposits. Buyer’s failure to give such notice within the time set forth in the preceding sentence shall be deemed to be Buyer’s election to continue with this Agreement.

(b) Title Insurance. As of the applicable Closing Date, Buyer, if required by Buyer, shall cause Escrow Holder to issue (i) a standard CLTA owner’s policy of title insurance (the “**Title Policy**”) insuring ownership in and to the Easements in the name of Buyer in the amount of the Purchase Price, or in whatever amount Buyer desires, subject only to the Approved Condition of Title.

7. Representations and Warranties.

(a) Seller’s Representations and Warranties. Seller represents to Buyer as of the Effective Date as follows:

(i) Seller is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of California.

(ii) Seller has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Seller have been duly and properly authorized by proper action in accordance with applicable law and with any Trust Agreement of Seller.

(iii) The Easements are to be sold “as-is”, where is, and with no warranties – express or implied. Seller makes no warranties or representations concerning the Easements, including without limitation, the economic, legal, or physical feasibility of the Easements for Buyer’s intended use, or the merchantability, fitness or suitability of the Easements. Seller hereby disclaims any implied warranty or representation concerning the Easements, including without limitation, those aspects described in the immediately preceding sentence.

(b) Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the Effective Date as follows:

(i) Buyer is an irrigation district, duly organized, and validly existing under the laws of the State of California and authorized to do business in California.

(ii) Buyer has full power, right and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Buyer have been duly and properly authorized by proper company action in accordance with applicable law and with the Articles of Incorporation and/or Bylaws of Buyer.

(c) Survival of Representations and Warranties. The representations and warranties of Buyer and Seller set forth herein shall be updated by Buyer and by Seller at the Closing Date, and shall survive the closing and the delivery of the applicable Easement Agreement for a period of one year.

8. Defaults.

(a) Default by Buyer. IF BUYER FAILS TO COMPLETE SAID PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY BUYER, SELLER SHALL BE RELEASED FROM OBLIGATION TO SELL THE EASEMENTS TO BUYER, BUT SELLER, BY INITIALING THIS PARAGRAPH, SHALL HAVE RELEASED BUYER FROM ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF SUCH DEFAULT, AND SELLER SHALL HAVE AGREED THAT SELLER SHALL RETAIN THE "DEPOSIT" AS LIQUIDATED DAMAGES, AND THAT SUCH RETENTION SHALL BE SELLER'S SOLE REMEDY AGAINST BUYER IN REGARD TO SUCH DEFAULT. THE PARTIES HERETO HAVE CONSIDERED THE AMOUNT OF DAMAGES WHICH SELLER IS LIKELY TO INCUR IN THE EVENT OF A DEFAULT OR BREACH HEREUNDER BY BUYER, AND THE PARTIES HERETO HAVE AGREED THAT THE DEPOSIT IS A REASONABLE APPROXIMATION AND LIQUIDATION OF SELLER'S POTENTIAL DAMAGES, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE RECEIPT AND RETENTION OF SUCH AMOUNT BY SELLER IS INTENDED TO CONSTITUTE THE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE, AND SHALL NOT BE DEEMED TO CONSTITUTE A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE CALIFORNIA CIVIL CODE, OR ANY SIMILAR PROVISION. SAID AMOUNT OF LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER REMEDIES, DAMAGES OR SUMS DUE OR PAYABLE TO SELLER. IN PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE.

Seller's Initials

Buyer's Initials

(b) Default by Seller. If Seller fails to comply fully with the terms of this Agreement, Buyer may exercise all rights and remedies available at law or in equity, or otherwise allowed under this Agreement, including but not limited to:

(i) Recovering from Seller in addition to, or in conjunction with, any other rights or remedies it may exercise hereunder, damages of every kind or nature allowable under California law, including but not limited to actual.

(ii) Recording a lis pendens and enforcing Buyer's right to specific performance and related injunctive relief.

The provisions of this Paragraph 8(b) shall survive the Closing Date or earlier termination of this Agreement.

9. Brokerage Fees. Seller and Buyer warrant and represent that no brokers or agents have been engaged and no commissions are due for the purchase of the Easements contemplated herein.

10. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Easements (or any portion thereof) or any condemnation proceeding threatened or commenced prior to the applicable Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Easements, as reasonably determined by Buyer, then Buyer may, at its option, elect either to: (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the applicable close of escrow, Buyer shall be entitled to any compensation, insurance proceeds, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

11. Section 1031 Exchange. Each party hereto reserves the right, by written notice to the other party at any time before the Closing, to convert this transaction to an exchange which qualifies for nonrecognition of gain under Internal Revenue Code Section 1031, and applicable provisions of the California Revenue and Taxation Code; provided that the party conducting such exchange ("**Exchanging Party**") provides written notice to the other party ("**Cooperating Party**") at least ten (10) business days prior to the Closing of the Cooperating Party's intent to conduct such exchange. In connection therewith, the Cooperating Party agrees to cooperate with the Exchanging Party to consummate such exchange and agrees to execute a consent to such exchange, if requested by the Exchanging Party; provided, that the Cooperating Party shall not be required to execute any amendments hereto, escrow instructions, documents, agreements, or other instruments in order to complete the exchange. The Parties further agree that in no event shall: (i) the consummation of this transaction be predicated on such an exchange, (ii) that the Closing shall not be extended by such exchange, (iii) the Cooperating Party shall not be required to incur any liability or expense in connection with such exchange, (iv) the Easements shall be conveyed by direct deed from Seller to Buyer, (v) Cooperating Party shall not be obligated to acquire "replacement property" in order to effect such exchange, (vi) such restructuring shall not relieve Exchanging Party of any liability or obligation hereunder, and Cooperating Party shall have the right to look solely to Exchanging Party with respect to the obligations of Exchanging Party under this Agreement, and (vii) the Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liabilities, damages or costs (including, but not limited to, reasonable attorneys' fees and related expenses) that may arise from cooperation in the exchange.

12. Miscellaneous.

(a) Legal Representation. Each party hereto has been represented by legal counsel or been provided the opportunity to seek legal representation in connection with the negotiation of the transactions herein contemplated and the drafting and negotiation of this Agreement. Each party hereto and its counsel, if applicable, has had an opportunity to review and suggest revisions to the language of this Agreement. Accordingly, no provision of this Agreement shall be construed for or against or interpreted to the benefit or disadvantage of any party by reason of any party having or being deemed to have structured or drafted such provision.

(b) Time of the Essence/Defaults/Remedies. Time is of the essence of this Agreement and failure to comply with this provision shall be a material breach of this agreement. If the Escrow fails to close as provided herein, Buyer or Seller may at any time thereafter give written notice to Escrow Holder to cancel the Escrow, and pay or return the Deposit to the party entitled hereto under the terms hereof, and return all other money and documents in Escrow to their respective depositors. Escrow Holder shall comply with such notice without further consent from any other party to the Escrow or from any broker involved in the transaction. Cancellation of Escrow as provided herein shall be without prejudice to whatever legal rights Buyer and Seller may have against each other.

(c) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to Buyer: Madera Irrigation District
c/o Thomas Greci, General Manager
12152 Road 28 1/4
Madera, CA 93637

with a copy to: Wanger Jones Helsley PC
c/o John Kinsey, Esq.
265 E. River Park Circle, Suite 310
Fresno, CA 93720
Email: jkinsey@wjhattorneys.com

If to Seller: Smith-Adobe Ranch FLP
c/o Taisto Smith
P.O. Box 26330
Fresno, CA 93729

with a copy to: Andrew J. Ramos
Bartkiewicz, Kronick & Shanahan, PC
1011 22nd Street
Sacramento, CA 95816

Notices shall be deemed effective upon receipt or rejection only.

(d) Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplated by this Agreement.

(e) Headings. The headings to the Paragraphs hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

(f) Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer.

(g) Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Buyer shall have the unrestricted right to assign this

Agreement to any corporation, partnership, limited liability company, company controlled by shares, business trust, or any party or entity which, by virtue of direct or indirect ownership interests, controls, is controlled by, or is under common control with Buyer.

(h) Dates of Performance. In the event that any date for performance by either party of any obligation hereunder required to be performed by such party falls on a Saturday, Sunday or nationally established holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

(i) Survival of Covenants & Indemnity. Notwithstanding the Closing, delivery of instruments, conveyances of property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each Party pursuant to this Agreement, or any document delivered pursuant to this Agreement, shall survive the Closing, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, reasonable attorneys', paralegals' and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant or agreement.

(j) Required Actions of Buyer and Seller. The parties will use their reasonable best efforts, and agree to cooperate with each other, to obtain all necessary third-party and government consents (including all certificates, permits and approvals required in connection with the Easements) and any subordination agreements from third-party lenders that hold the Property as security. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Closing in accordance with the provisions hereof.

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

(l) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

(m) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(n) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(o) Attorneys' Fees. If either of Seller or Buyer files suit to enforce the obligations of the other party under this Agreement, the prevailing party shall be entitled to recover the reasonable fees and expenses of its attorneys from the non-prevailing party.

(p) Facsimile Signatures. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver to the other party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement

shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other party to this Agreement.

(q) Incorporation of Exhibits and Recitals. The Recitals and all Exhibits attached to the Agreement are hereby incorporated into this Agreement as though fully set forth herein.

(r) Indemnification of Escrow Holder.

(i) If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including reasonable attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses as may arise from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served upon Escrow Holder with respect to this Agreement, the parties expressly agree that Escrow Holder shall be entitled to file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the filing of the action in interpleader, Escrow Holder shall be fully released and discharged from any obligations imposed upon it by this Agreement; and

(ii) Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with Escrow Holder or referred to herein. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Purchase Agreement and Joint Escrow Instructions as of the day and year first-above written.

“Seller”

**SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP,
California limited partnership**

By: _____

Clark C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

By: _____

Diana C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

Smith 1999 Trust dated May 14, 1999

By: _____

Clark C. Smith, Co-Trustee

By: _____

Diana M. Smith, Co-Trustee

“Buyer”

**MADERA IRRIGATION DISTRICT, a
California irrigation district**

By: Thomas Greci
Its: General Manager

DATED: _____

ACCEPTANCE BY ESCROW HOLDER:

Chicago Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Purchase Agreement and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

CHICAGO TITLE COMPANY, a California corporation

By: _____

Its: _____

EXHIBIT "A-1"

To the Easement Purchase Agreement

Legal Description of Madera County APN: 031-173-001 - Owned by Seller

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT "A-2"

To the Easement Purchase Agreement

Legal Description of Madera County APN: 031-173-002 - Owned by Seller

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT "A-3"

To the Easement Purchase Agreement

Legal Description of Madera County APN: 031-173-003 - Owned by Seller

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT "A-4"

To the Easement Purchase Agreement

Legal Description of Madera County APN: 031-161-012 - Owned by Seller

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT “B-1”

To the Easement Purchase Agreement

Form of Easement Agreement – Canal Easement

EXHIBIT “B-2”

To the Easement Purchase Agreement

Form of Easement Agreement – Access Easement

EXHIBIT “D”

RECORDING REQUESTED BY:

Chicago Title Company

AND WHEN RECORDED, RETURN TO:

Madera Irrigation District
c/o Thomas Greci, General Manager
12152 Road 28 1/4
Madera, CA 93637

**Madera County Portions of APNs:
031-173-001, -002, -003, and 031-161-012**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ NONE (Consideration & Value under \$100)

Madera County unincorporated area City of _____

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 202_ ("Effective Date"), by THE SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP, a California limited partnership ("Grantor"), and MADERA IRRIGATION DISTRICT, a California irrigation district ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property in Madera County, California, legally described on Exhibit A, which is attached hereto and incorporated herein ("Grantor's Property").

B. Grantee is the owner of that certain real property in Madera County, California, legally described on Exhibit B, which is attached hereto and incorporated herein ("Grantee's Property"), upon which Grantee has facilities for the transport of water to the Madera Lake.

C. Grantee has utilized the area of the Easement described below for a period of years and under conditions sufficient to acquire prescriptive rights across the Easement.

D. Grantor and Grantee desire to memorialize Grantee's prescriptive rights and record a deeded easement upon a portion of Grantor's Property for the benefit of Grantee and Grantee's Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Access Easement.** Grantor does hereby grant, bargain, sell, convey and warrants to Grantee (and Grantee's members, contractors, consultants, employees, agents, successors, and assigns) a perpetual non-exclusive easement across, in, through, under, and upon the existing roads and paths across Grantor's Property depicted on Exhibit C, which is attached hereto and incorporated herein, for the vehicular and pedestrian ingress to and egress from Grantee's Property utilizing any and all types of vehicles and modes of transportation of all types, below or above ground utilities and all rights incident thereto (the "Easement"). The Easement shall include temporary rights across and on Grantor's Property reasonably required to repair the Easement or construct improvements thereon or on Grantee's Property.

2. **Maintenance.** Grantee shall be responsible, at its own cost and expense, for the maintenance, repair and replacement of the Easement used exclusively by Grantee; provided, however that if the Grantor or Grantor's agents, contractors, employees, guests, invitees, or licensees, shall cause any damage to the Easement, then Grantor shall timely repair and replace the damaged Easement to its prior or better condition at its sole expense. For clarity, Grantee shall not have any repair, replacement or maintenance obligations over any portion of the Easement that is presently used, or in the future is used, as access roads for farming or other purposes for the benefit of Grantor, its lessees, invitees, guests or other third-parties who possess rights across that portion of the Easement. All maintenance, repair, and replacement activities performed pursuant to the Easement shall be conducted in compliance with applicable law and in such a manner as to avoid unreasonable interference with Grantor's Property. Upon completion of any such maintenance, repair, or replacement activities, Grantee shall cause the Easement to be restored to substantially the same condition as existing immediately prior to commencement of such work, at Grantee's cost and expense.

3. **Improvements; Property Taxes.**

a. Any improvements constructed or placed on the Easement by or for the benefit of Grantee, as permitted by this Agreement (the "Grantee Improvements"), shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Grantee Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Mortgage from time to time existing against such Grantee Improvements or any portion thereof.

4. **No Interference.** Grantor shall not unreasonably interfere with or impair the use or exercise of the Easement granted by this Agreement.

5. **Waiver of Prescriptive Easement Claims.** As consideration for Grantor's obligations herein, Grantee forever waives, releases, and agrees never to assert against Grantor or its successors any prescriptive easement claims Grantee may have accrued against any portion of Grantor's Property comprising the Easement, as defined herein, as of the Effective Date. This provision shall have no force or effect as to any property owned by Grantor other than Grantor's Property, as defined herein.

6. **Insurance.** Grantee shall maintain, at its sole cost, commercially reasonable amount of liability insurance with respect to the use of the Easement.

7. **Compliance with Laws.** Grantee at its sole expense shall comply with all applicable governmental codes, laws, orders, ordinances, regulations, and statutes relating to the construction, installation, maintenance, repair, replacement, and use of the Easements.

8. **Indemnification.** Grantee agrees to defend, indemnify, and hold Grantor harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to Grantee's negligence or intentional misconduct in the construction, installation, maintenance, repair, replacement, or use of the Easement, except to the extent attributable to the negligence or intentional misconduct of Grantor, its agents, contractors, employees, guests, invitees, and subcontractors.

9. **Attorney's Fees and Costs.** If Grantor or Grantee shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorney's fees in such suit, at trial and on appeal, and such attorney's fees shall be deemed to have accrued on the commencement of such action.

10. **Benefits and Burdens.** The real property benefited by the Easement is Grantee's Property, and the real property burdened by the Easement is Grantor's Property. The burdens and benefits of the Easement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, their successors and assigns. The Easement granted herein shall also be considered an easement in gross in favor of Grantee.

11. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by certified mail return receipt requested, or sent by overnight carrier to the following addresses:

If to Grantee, to: Madera Irrigation District
c/o Thomas Greci, General Manager
12152 Road 28 1/4
Madera, CA 93637

If to Grantor, to: Smith-Adobe Ranch FLP
c/o Taisto Smith
P.O. Box 26330
Fresno, CA 93729

With a copy to:

Andrew J. Ramos
Bartkiewicz, Kronick & Shanahan, PC
1011 22nd Street
Sacramento, CA 95816

12. **General.** This Agreement shall be recorded in the real property records of Madera County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

13. **No Dedication or Gift.** Nothing in this Agreement shall be deemed a dedication or gift of any portion of the Easement for the benefit of the general public or for any public purpose whatsoever.

14. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

15. **Authority.** Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

[Separate Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“Grantor”

**SMITH-ADOBE RANCH FAMILY LIMITED
PARTNERSHIP,
California limited partnership**

By: _____

Clark C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

By: _____

Diana C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

Smith 1999 Trust dated May 14, 1999

By: _____

Clark C. Smith, Co-Trustee

By: _____

Diana M. Smith, Co-Trustee

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2023, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed same in its authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

“Grantee”

MADERA IRRIGATION DISTRICT,
a California irrigation district

By: Thomas Greci
Its: General Manager

DATED: _____

EXHIBIT A

To the Access Easement Agreement

Legal Description of Grantor's Property

TO BE ADDED BY ESCROW OFFICER

EXHIBIT B

To the Access Easement Agreement

Legal Description of Grantee's Property

TO BE ADDED BY ESCROW OFFICER

EXHIBIT C

To the Access Easement Agreement

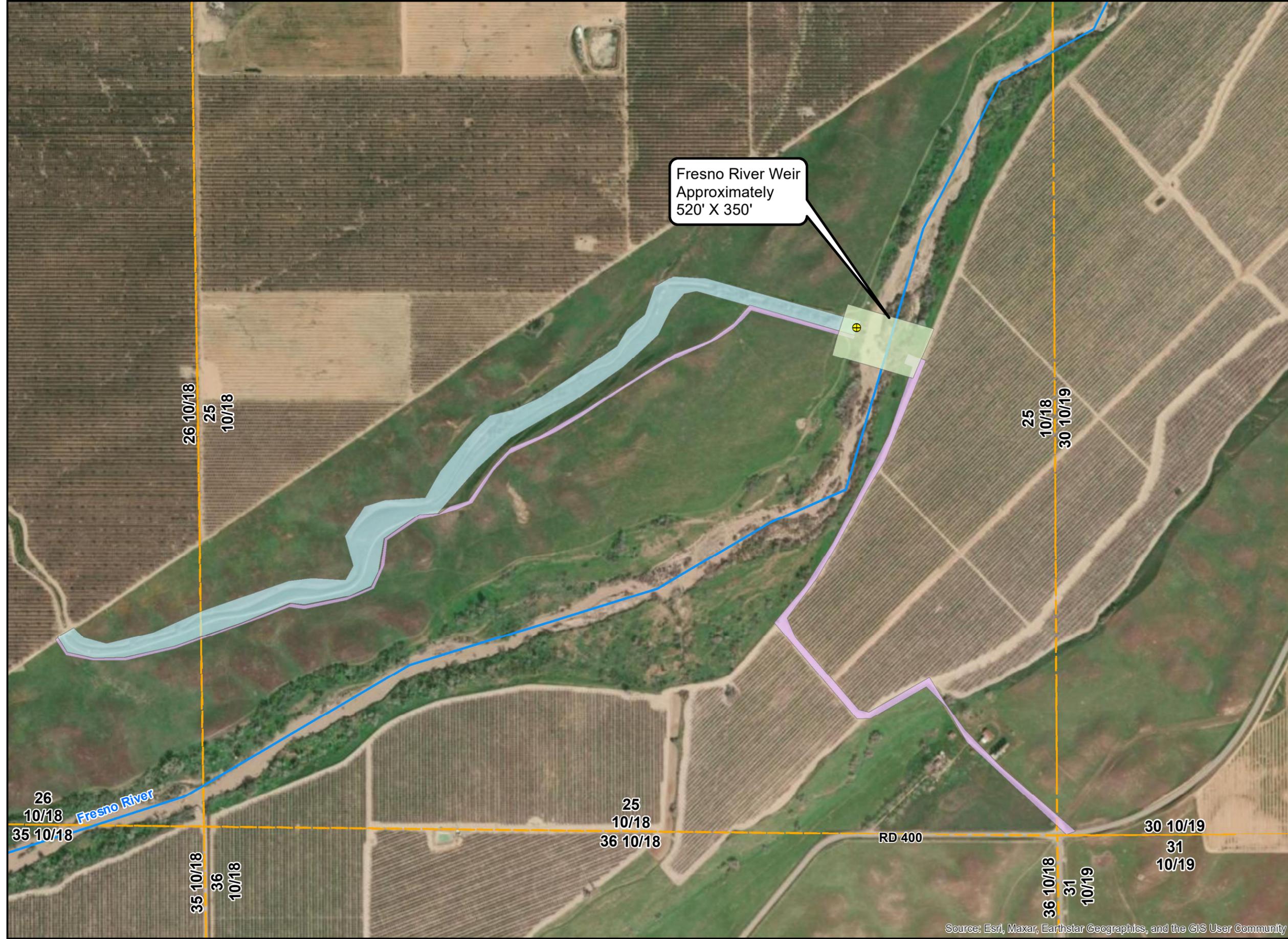
Depiction of Easement

EXHIBIT C

-  Canal Easement
-  Access Easement
-  Parcel to be Acquired
-  Gates
-  River Beds
-  Section

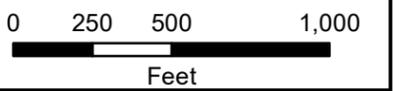
Approximate for Display Only
Not to Scale.

Fresno River Weir
Approximately
520' X 350'



Date:
2/28/2023

Author:
Engineering



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT “E”

RECORDING REQUESTED BY:

Chicago Title Company

AND WHEN RECORDED, RETURN TO:

Madera Irrigation District
c/o Thomas Greci, General Manager
12152 Road 28 1/4
Madera, CA 93637

**Madera County APNs: 031-173-001
and 031-161-012**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX IS \$ NONE (Consideration & Value under \$100)

Madera County unincorporated area City of _____

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this _____ day of _____, 202_ ("Effective Date"), by THE SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP, a California limited partnership ("Grantor"), and MADERA IRRIGATION DISTRICT, a California irrigation district ("Grantee") (collectively, the "Parties").

RECITALS

A. Grantor is the owner of that certain real property in Madera County, California, legally described on Exhibit A, which is attached hereto and incorporated herein ("Grantor's Property").

B. Grantee is an irrigation district organized, in part, for the development, sale, distribution, supply and delivery of water for the benefit of its members. Grantee is the owner of that certain real property in Madera County, California, legally described on Exhibit B, which is attached hereto and incorporated herein ("Grantee's Property"), upon which Grantee has facilities for the transport of water to the Madera Lake.

C. Grantee has utilized the area of the Easement described below for a period of years and under conditions sufficient to acquire prescriptive rights across the Easement.

D. Grantor and Grantee desire to memorialize Grantee's prescriptive rights and record a deeded easement upon a portion of Grantor's Property for the benefit of Grantee and Grantee's Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Canal Easement.** Grantor does hereby grant, bargain, sell, convey and warrants to Grantee (and Grantee's members, contractors, consultants, employees, agents, successors, and assigns) a perpetual non-exclusive easement across, in, through, under, and upon the existing canal running from Grantee's Property to the Madera Lake, from high water line to high water line, across Grantor's Property depicted on Exhibit C, which is attached hereto and incorporated herein, for the maintenance, repair, replacement, reconstruction and uninterrupted use of the canal for the purpose of transporting water from the Fresno River to Madera Lake and all rights incident thereto (the "Easement"). The Easement shall include: (i) temporary rights across and on Grantor's Property reasonably required to repair the Easement, and (ii) rights of vehicular and pedestrian ingress and egress as reasonably necessary for the use, enjoyment and exercise of the rights set forth in this Agreement.

2. **Maintenance.** Grantee shall be responsible, at its own cost and expense, for the maintenance, repair and replacement of the Easement; provided, however that if the Grantor or Grantor's agents, contractors, employees, guests, invitees, or licensees, shall cause any damage to the Easement, then Grantor shall timely repair and replace the damaged Easement to its prior or better condition at its sole expense. All maintenance, repair, and replacement activities performed pursuant to the Easement shall be conducted in compliance with applicable law and in such a manner as to avoid unreasonable interference with Grantor's Property. Upon completion of any such maintenance, repair, or replacement activities, Grantee shall cause the Easement to be restored to substantially the same condition as existing immediately prior to commencement of such work, at Grantee's cost and expense.

3. **Improvements; Property Taxes.**

a. Any improvements constructed or placed on the Easement by or for the benefit of Grantee, as permitted by this Agreement (the "Grantee Improvements"), shall be owned and remain the sole property of Grantee. To the extent permitted by law, Grantor hereby waives any statutory or common law lien that it might otherwise have in or to all Grantee Improvements or any part thereof and if such waiver is not enforceable or permitted by law, then Grantor hereby subordinates each such statutory or common law lien to any Mortgage from time to time existing against such Grantee Improvements or any portion thereof.

b. Grantor agrees to cooperate with Grantee in Grantee's attempt to create a separate tax parcel for the Easement with the Madera County Assessor's Office. Such cooperation includes executing any required applications, submittals, attestations or other documents required to apply for the separate tax parcel.

c. If a separate tax parcel is created for the Easement area, (i) Grantee shall be responsible for the payment of the real property taxes assessed on the Easement area and (ii) the property tax bills shall be delivered to Grantee. If a separate tax parcel is not created, Grantee shall not be responsible for the payment of real property taxes based on the de minimis amount and difficulty in allocating the cost.

4. **No Interference.** Grantor shall not unreasonably interfere with or impair the use or exercise of the Easement granted by this Agreement.

5. **Waiver of Prescriptive Easement Claims.** As consideration for Grantor's obligations herein, Grantee forever waives, releases, and agrees never to assert against Grantor or its successors any prescriptive easement claims Grantee may have accrued against any portion of Grantor's Property comprising the Easement, as defined herein, as of the Effective Date. This provision shall have no force

or effect as to any property owned by Grantor other than Grantor's Property, as defined herein.

6. **Insurance.** Grantee shall maintain, at its sole cost, commercially reasonable amount of liability insurance with respect to the use of the Easement.

7. **Compliance with Laws.** Grantee at its sole expense shall comply with all applicable governmental codes, laws, orders, ordinances, regulations, and statutes relating to the construction, installation, maintenance, repair, replacement, and use of the Easements.

8. **Indemnification.** Grantee agrees to defend, indemnify, and hold Grantor harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to Grantee's negligence or intentional misconduct in the construction, installation, maintenance, repair, replacement, or use of the Easement and the Grantee Improvements, except to the extent attributable to the negligence or intentional misconduct of Grantor, its agents, contractors, employees, guests, invitees, and subcontractors. This provision shall have no force or effect as to any loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Grantor arising out of or related to any dispute between the Parties concerning the nature, scope, or extent of the Parties' water rights.

9. **Attorney's Fees and Costs.** If Grantor or Grantee shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorney's fees in such suit, at trial and on appeal, and such attorney's fees shall be deemed to have accrued on the commencement of such action.

10. **Benefits and Burdens.** The real property benefited by the Easement is the Grantee's Property, and the real property burdened by the Easement is Grantor's Property. The burdens and benefits of the Easement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, their successors and assigns. The Easement granted herein shall also be considered an easement in gross in favor of Grantee.

11. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by certified mail return receipt requested, or sent by overnight carrier to the following addresses:

If to Grantee, to: Madera Irrigation District
c/o Thomas Greci, General Manager
12152 Road 28 1/4
Madera, CA 93637

If to Grantor, to: Smith-Adobe Ranch FLP
c/o Taisto Smith
P.O. Box 26330
Fresno, CA 93729

With a copy to:
Andrew J. Ramos
Bartkiewicz, Kronick & Shanahan, PC
1011 22nd Street
Sacramento, CA 95816

12. **General.** This Agreement shall be recorded in the real property records of Madera County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

13. **No Dedication or Gift.** Nothing in this Agreement shall be deemed a dedication or gift of any portion of the Easement for the benefit of the general public or for any public purpose whatsoever.

14. **Counterparts.** This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

15. **Authority.** Both Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

[Separate Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

“Grantor”

**SMITH-ADOBE RANCH FAMILY LIMITED
PARTNERSHIP,
California limited partnership**

By: _____

Clark C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

By: _____

Diana C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

Smith 1999 Trust dated May 14, 1999

By: _____

Clark C. Smith, Co-Trustee

By: _____

Diana M. Smith, Co-Trustee

“Grantee”

MADERA IRRIGATION DISTRICT,
a California irrigation district

By: Thomas Greci
Its: General Manager

DATED: _____

EXHIBIT A

To the Canal Easement Agreement

Legal Description of Grantor's Property

TO BE ADDED BY ESCROW OFFICER

EXHIBIT B

To the Canal Easement Agreement

Legal Description of Grantee's Property

TO BE ADDED BY ESCROW OFFICER

EXHIBIT C

To the Canal Easement Agreement

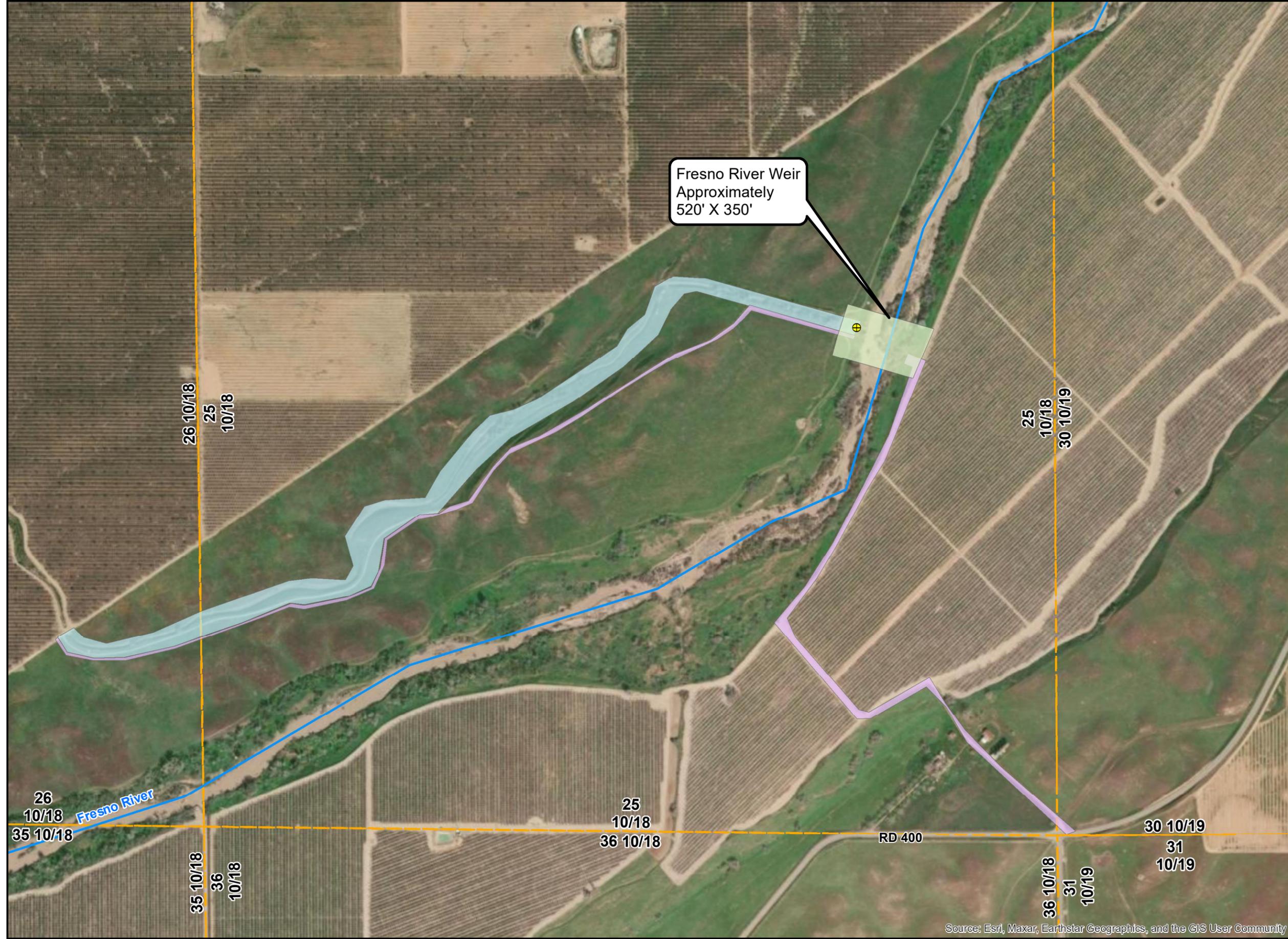
Depiction of Easement

EXHIBIT C

-  Canal Easement
-  Access Easement
-  Parcel to be Acquired
-  Gates
-  River Beds
-  Section

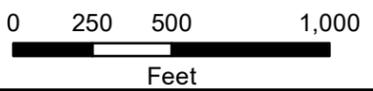
Approximate for Display Only
Not to Scale.

Fresno River Weir
Approximately
520' X 350'



Date:
2/28/2023

Author:
Engineering



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

EXHIBIT “F”

Recording requested by
and when recorded mail to:

John P. Kinsey, Esq.
Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, CA 93720

APNs: 031-173-001, 031-173-002, 031-173-003, and
031-161-012

Space above this line for Recorder's use

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into and effective as of this ____ day of _____, 2023 by and between The Smith-Adobe Ranch Family Limited Partnership, a California limited partnership, and Madera Irrigation District, a California irrigation district (collectively, the "Parties") with regard to certain real property located in the County of Madera, State of California, which carries Assessor's Parcel Nos. 031-173-001, more particularly described in Exhibit "A" attached hereto, 031-173-002, more particularly described in Exhibit "B" attached hereto, 031-173-003, more particularly described in Exhibit "C" attached hereto, and 031-161-012, more particularly described in Exhibit "D" attached hereto (collectively, the "Properties"). Exhibits "A," "B," "C," and "D" are incorporated herein by this reference.

1. The Parties have entered into a Master Purchase and Sale Agreement (the "Agreement") of even date herewith. The Agreement is incorporated herein by this reference. A copy of the Agreement may be obtained at the Madera Irrigation District office located at 12152 Road 28 1/4, Madera, California during regular business hours.

2. The Agreement creates certain rights and obligations that the Parties intend to be, and are, binding on the Properties as covenants running with the land in accordance with section 1468 of the Civil Code such that successive owners of the Properties shall be bound by the terms of the Agreement for the benefit of their respective lands.

3. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed as amending or modifying, any of the terms, conditions, or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the terms of this Memorandum of Agreement and the terms of the Agreement, the terms of the Agreement shall control.

The Parties have executed this Memorandum of Agreement as of the date written above.

[SIGNATURES ON THE FOLLOWING PAGE]

MADERA IRRIGATION DISTRICT

I, James Erickson, having carefully read the contents of this Memorandum of Agreement, and having fully discussed with my attorneys the legal effect of each provision set forth herein, understand the contents of this Memorandum of Agreement and sign the same on behalf of the Madera Irrigation District as a free act. I am the President of the Madera Irrigation District Board of Directors, and I have the legal authority to bind the Madera Irrigation District to this Memorandum of Agreement.

Dated: MADERA IRRIGATION DISTRICT

JAMES ERICKSON

Approved as to form:

Dated:

John Kinsey
General Counsel of Madera Irrigation District

SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP

I, _____, having carefully read the contents of this Memorandum of Agreement, and having fully discussed with my attorneys the legal effect of each provision set forth herein, understand the contents of this Memorandum of Agreement and sign the same as a free act. I am the _____ of Smith-Adobe Ranch Family Limited Partnership and I have the legal authority to bind the entity to this Memorandum of Agreement.

Dated: SMITH-ADOBE RANCH FAMILY LIMITED PARTNERSHIP

**SMITH-ADOBE RANCH FAMILY LIMITED
PARTNERSHIP, California limited partnership**

By: _____
Clark C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner

By: _____
Diana C. Smith, Co-Trustee of the Smith
1999 Trust under trust instrument dated
May 14, 1999, General Partner
Smith 1999 Trust dated May 14, 1999

By: _____
Clark C. Smith, Co-Trustee

By: _____
Diana M. Smith, Co-Trustee

Approved as to form:

Dated:

By: _____
Andrew J. Ramos

SIGNATURES MUST BE NOTARIZED

EXHIBIT “A”

Legal Description of Madera County APN 031-173-001

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT “B”

Legal Description of Madera County APN 031-173-002

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT “C”

Legal Description of Madera County APN 031-173-003

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

EXHIBIT “D”

Legal Description of Madera County APN 031-173-012

TO BE ATTACHED BY ESCROW HOLDER AFTER OPENING ESCROW

AGENDA ITEM 3c.

MARCH 2, 2023
RESOLUTION NO. 2023-12

**RESOLUTION OF THE BOARD OF DIRECTORS,
MADERA IRRIGATION DISTRICT,
DECLARING REAL PROPERTY EXEMPT SURPLUS LAND;
AND APPROVING A NOTICE OF EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

RESOLVED by the Board of Directors of the Madera Irrigation District (“District”), at a special meeting duly called and held on March 2, 2023, at the business office of the District, 12152 Road 28 ¼, Madera, California 93637, as follows:

WHEREAS, the District is an irrigation district established under California’s Irrigation District Law, Water Code section 20500, et seq.; and

WHEREAS, Water Code sections 22425 and 22437 provide the District is authorized to hold, use, acquire, manage, sell, or lease property to carry out its business; and

WHEREAS, Water Code sections 22500 through 22506 of California’s Irrigation District Law provide the statutory method of disposal for all District-owned land and establish the necessary conditions for the same; and

WHEREAS, Water Code section 22500 provides, “When a board determines by resolution entered upon the minutes that any property of the district is no longer necessary for district purposes, the district may for a valuable consideration sell or lease the property upon terms that appear to the board to be for the best interests of the district.”; and

WHEREAS, as a result of past District actions acquiring real property from private parties, the District is currently the fee owner of approximately 10,900 acres of real property located in Madera, County of Madera, identified by the Assessor’s Parcel Numbers (“APN”) listed in Exhibit “A,” the legal description of which is attached hereto as Exhibit “B” (the “Property”) and incorporated herein by reference; and

WHEREAS, because the Property is in a remote location and is sitting vacant and only occupied for third-party cattle grazing purposes, the District’s fee title ownership is no longer necessary for any present or prospective District purposes; and

WHEREAS, District staff have reviewed current and potential uses of the Property and have determined that the Property is only suitable for use as open-space land in the future such that the Property is no longer necessary for any present or prospective District purposes; and

WHEREAS, the Surplus Land Act, Government Code section 54220, et seq., provides, “Land shall be declared either ‘surplus land’ or ‘exempt surplus land,’ as supported by written findings, before a local agency may take any actions to dispose of it consistent with an agency’s policies or procedures.” (Government Code, § 54221, subdivision (b)(1).); and

WHEREAS, Government Code section 54222.3 provides the Surplus Land Act “shall not apply to the disposal of exempt surplus land”; and

WHEREAS, Government Code section 54221, subdivision (f)(1)(K), defines “exempt surplus land” as “[r]eal property that is used by a district for agency’s use expressly authorized in [Government Code section 54221,] subdivision (c).”; and

WHEREAS, Government Code section 54221, subdivision (c)(2)(B), provides that, in the case of a local agency that is a district, “‘agency’s use’ may include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development or be for the sole purpose of investment or generation of revenue if the agency’s governing body takes action in a public meeting declaring that use of the site will do one of the following: (i) Directly further the express purpose of agency work or operations. (ii) Be expressly authorized by a statute governing the local agency, provided the district complies with [Government Code s]ection 54233.5 where applicable.”; and

WHEREAS, as an irrigation district, “agency’s use” permits the District’s use of the Property for investment or revenue generation; and

WHEREAS, the District wishes the option to pursue and proceed with a sale of the Property because such a sale would directly further the District’s work and operations by generating the additional revenues required to enhance the services the District is able to offer its customers; and

WHEREAS, therefore, as a matter of law, the Property falls within the definition of “exempt surplus land” provided in Government Code section 54221, subdivision (f)(1)(K), because, subject to the applicable statutory requirements in Water Code section 22500, et seq., the District is authorized to dispose of the Property for the purpose of generating revenue to enhance its operations and services; and

WHEREAS, although the Surplus Land Act’s notice and offer requirements do not apply to “exempt surplus land,” Government Code section 54221, subdivision (f)(2), requires local agencies that are selling land that can be used for open-space purposes to issue notices if that land is any of the following: (A) within a coastal zone; (B) adjacent to a historical unit of the State Parks System; (C) listed on, or determined by the State Office of Historic Preservation to be eligible for, the National Register of Historic Places; or (D) within the Lake Tahoe region as defined in Government Code section 66905.5; and

WHEREAS, the Property does not fall within any of the categories listed in Government Code section 54221, subdivision (f)(2), such that it would be subject to the Surplus Land Act’s notice and offer requirements despite being classified as “exempt surplus land”; and

WHEREAS, the conditions discussed above warrant and support the District’s declaration of the Property as “exempt surplus land” pursuant to Government Code section 54221, subdivision (f)(1)(K); and

WHEREAS, the District wishes to declare the Property “exempt surplus land” to ensure full compliance with the Surplus Land Act prior to disposing of the Property pursuant to the applicable provisions of Water Code section 22500, et seq; and

WHEREAS, the Board of Directors hereby rescinds Resolution No. 2022-29 approved on December 15, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Madera Irrigation District, that the Board hereby:

1. Declares the recitals above are true and correct.
2. Based on the recitals above and pursuant to Water Code section 22500, et seq., finds and declares the Property is no longer necessary for any present or prospective District purposes.
3. Based on the recitals above, declares the Property to be “exempt surplus land” as defined in Government Code section 54221, subdivision (f)(1)(K), because the District is authorized to dispose of the Property for the purpose of generating revenue to enhance its operations and services.
4. Finds that, pursuant to Government Code section 54223.3, the Surplus Land Act does not apply to the Property.
5. Authorizes the District’s General Manager, or his designee, to execute all documents required to submit this exempt surplus land designation to the California Department of Housing and Community Development for final confirmation within thirty days of the District’s submission pursuant to Section 400, subdivision (e), of the Surplus Land Act Guidelines.
6. Authorizes the District’s General Manager and District staff to proceed with the steps necessary to effect a sale of the Property in accordance with the law and the terms of this Resolution, including, but not limited to, negotiating a purchase and sale agreement for the Property. The Board shall be responsible for the approval or disapproval of such purchase and sale agreement.
7. Determines the adoption of this Resolution declaring the Property “exempt surplus land” is not subject to environmental review under the California Environmental Quality Act (Public Resources Code, §§ 21000, et seq.; “CEQA”) and CEQA regulations (California Code of Regulations, title 14, §§ 15000, et seq.) because it is an administrative activity necessary to comply with State law and has no potential for resulting in a physical change, whether direct or indirect, to the environment. Accordingly, this Resolution does not constitute a “project” that requires environmental review. (Public Resources Code, § 21065; California Code of Regulations, title 14, §§ 15378, subdivisions (a), (b)(4), (b)(5), 15064, subdivision (d)(3).) District staff are hereby directed to file a Notice of Exemption.
8. Declares that, if any part of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution, and

the Board would have passed the remainder of the Resolution as if such invalid portion thereof had been deleted.

9. This Resolution is effective immediately upon its adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Madera Irrigation District, at a special meeting of the Board held on the 2nd day of March 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

James Erickson, President

ATTEST:

Carl Janzen, Vice President

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Madera Irrigation District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-12 adopted March 2, 2023.

Andrea Kwock Sandoval, Secretary

EXHIBIT A
MADERA COUNTY ASSESSOR'S PARCEL NUMBERS (THE "PROPERTY")

Exhibit "A"

Assessor Parcel Numbers

044-011-003

044-012-001

044-021-003

044-022-001

044-031-001

044-061-001

044-062-001

044-071-001

044-072-001

044-081-001

044-111-001

044-112-001

044-121-002

044-122-001

044-131-007

044-182-001

044-192-009

044-252-001

044-261-001

EXHIBIT B
LEGAL DESCRIPTION OF THE PROPERTY

Being all of Sections 8, 9, 10, 11, 15, 17, 18, 20, and portions of Sections 2, 3, 4, 5, 6, 7, 14, 16, 28, and 29 Township 12 South, Range 16 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Madera, State of California, being more particularly described as follows:

BEGINNING at a point on the easterly line of said Section 2, said point being 30 feet, measured along the Section line, south of the Northeast corner of said Section 2; thence

Course 1: South $0^{\circ}14'14''$ West, a distance of 5147.32 feet, along the easterly line of said Section 2, to the northeast corner of said Section 11, thence

Course 2: South $0^{\circ}29'30''$ East, a distance of 5331.56 feet, along the easterly line of said Section 11, to the southeast corner of said Section 11, thence

Course 3: South $89^{\circ}40'00''$ West, a distance of 2645.79 feet, along the southerly line of said Section 11, to the north quarter corner of said Section 14, thence

Course 4: South $0^{\circ}29'40''$ East, a distance of 5334.75 feet, along the center line said Section 14, to the south quarter corner of said Section 14, thence

Course 5: South $89^{\circ}34'05''$ West, a distance of 2643.47 feet, along the southerly line of said Section 14, to the southwest corner of said Section 14, thence

Course 6: North $89^{\circ}41'02''$ West, a distance of 5302.98 feet, along the southerly line of said Section 15, to the southeast corner of said Section 16, thence

Course 7: North $89^{\circ}47'46''$ West, a distance of 699.96 feet, along the southerly line of said Section 16, thence leaving said southerly line,

Course 8: North $0^{\circ}13'22''$ East, a distance of 833.16 feet, to the beginning of a tangent curve concaved to the east, thence

Course 9: northeasterly along said curve, having a radius of 220.00 feet, through a central angle of $29^{\circ}21'27''$, an arc distance of 112.72 feet, a chord bearing and distance of North $14^{\circ}54'05''$ East, a distance of 111.50 feet, thence

Course 10: North $29^{\circ}34'48''$ East, a distance of 981.02 feet, to the beginning of a tangent curve concaved to the west, thence

Course 11: northeasterly along said curve, having a radius of 430.00 feet, through a central angle of $30^{\circ}43'40''$, an arc distance of 230.61 feet, a chord bearing and distance of North $14^{\circ}54'05''$ East, a distance of 111.50 feet, thence

Course 12: North $1^{\circ}08'52''$ West, a distance of 517.28 feet, thence

Course 13: South 89°57'19" West, a distance of 2051.61 feet, thence

Course 14: South 0°02'41" East, a distance of 1773.66 feet, thence

Course 15: South 89°57'19" West, a distance of 537.08 feet, thence

Course 16: South 0°02'41" East, a distance of 749.17 feet, to the south quarter corner of said Section 16, thence

Course 17: North 89°47'41" West, a distance of 2568.07 feet, along the southerly line of said Section 16, to the northeast corner of said Section 20, thence

Course 18: South 0°37'55" East, a distance of 5293.97 feet, along the easterly line of said Section 20, to the Northwest corner of said Section 28, thence

Course 19: South 89°33'26" East, a distance of 5273.62 feet, along the northerly line of said Section 28, to the northeast corner of Section 28, thence

Course 20: South 0°22'08" East, a distance of 5243.85 feet, along the easterly line of Section 28, to a point on a line that is parallel with and 40.00 feet north of the southerly line of said Section 28, thence

Course 21: South 89°33'55" West, a distance of 5274.53 feet, along said parallel line, to a point on the easterly line of said Section 29, said point being on a line that is parallel with and 40 feet north of the southerly line of said Section 29, thence

Course 22: North 89°35'35" West, a distance of 4555.08 feet, along said parallel line, to the beginning of a tangent curve concaved southerly, thence

Course 23: westerly along said curve, having a radius of 2540.00 feet, through a central angle of 5°00'00", an arc distance of 221.66 feet, a chord bearing and distance of South 87°54'25" West, a distance of 221.59 feet, thence

Course 24: South 85°24'25" West, a distance of 240.65 feet, to the beginning of a tangent curve concaved northerly, thence

Course 25: westerly along said curve, having a radius of 2460.00 feet, through a central angle of 5°00'00", an arc distance of 214.68 feet, a chord bearing and distance of South 87°54'25" West, a distance of 214.61 feet, to a point on the southerly line of said Section 29, thence

Course 26: North 89°35'35" West, a distance of 90.85 feet, along the south line of said Section 29, to the southwest corner of said Section 29, thence

Course 27: North 0°00'51" East, a distance of 5314.44 feet, along the westerly line of said Section 29, to the southwest corner of said Section 20, thence

Course 28: North 0°33'20" West, a distance of 2656.93 feet, along the westerly line of southwest quarter of said Section 20, to the west quarter corner of said Section 20, thence

Course 29: North 0°32'53" West, a distance of 2656.89 feet, along the westerly line of the northwest quarter of said Section 20, to the southeast corner of said Section 18, thence

Course 30: North 89°52'21" West, a distance of 2643.84 feet, along the southerly line of the southeast quarter of said Section 18, to the south quarter corner of said Section 18, thence

Course 31: North 89°51'59" West, a distance of 2565.27 feet, along the southerly line of the southwest quarter of said Section 18, to the southwest corner of said Section 18, thence

Course 32: North 0°07'44" East, a distance of 5301.90 feet, along the westerly line on said Section 18, to the southwest corner of said Section 7, thence

Course 33: North 0°08'10" East, a distance of 5161.25 feet, along the westerly line of Section 7, thence

Course 34: North 44°06'52" East, a distance of 195.81 feet, to a point on the southerly line of Section 6, thence

Course 35: North 44°06'52" East, a distance of 6830.40 feet, to the beginning of a tangent curve concaved to the southeast, thence

Course 36: northeasterly along said curve, having a radius of 970.00 feet, through a central angle of 45°56'38", an arc distance of 777.82 feet, a chord bearing and distance of North 67°05'11" East, a distance of 757.14 feet to a point on a line that is parallel with and 30.00 feet south of the northerly line of the northwest quarter of said Section 5, thence

Course 37: South 89°56'30" East, a distance of 2195.35 feet, along said parallel line, to a point on a line that is parallel with and 30.00 feet south of the northerly line of the northeast quarter of said Section 5, thence

Course 38: South 89°56'35" East, a distance of 2619.54 feet, along said parallel line, to a point on the westerly line of said Section 4, said point being on a line that is parallel with and 30.00 feet south of the northerly line of the northwest quarter of said Section 4, thence

Course 39: South 89°55'27" East, a distance of 1688.44 feet, along said parallel line thence

Course 40: South 17°50'56" East, a distance of 2863.48 feet, thence

Course 41: North 89°32'49" East, a distance of 2692.71 feet, to a point on the westerly line of said Section 3,

Course 42: North 0°27'11" West, a distance of 2699.24 feet, along said westerly line, to a point on a line that is parallel with and 30.00 feet south of the northerly line of the northwest quarter of said Section 3, thence

Course 43: South 89°56'52" East, a distance of 2620.06 feet, along said parallel line, to a point on a line that is parallel with and 30.00 feet south of the northerly line of the northeast quarter of said Section 3, thence

Course 44: South 89°56'36" East, a distance of 2720.55 feet, along said parallel line, to a point on the westerly line of said Section 2, said point also being on a line that is parallel with and 30.00 feet south of the northerly line of said Section 2, thence

Course 45: South 89°57'15" East, a distance of 5298.46 feet, along said parallel line to the **POINT OF BEGINNING.**

Area contains: ± 10,536 acres



Legal Description

APN-044-192-009

Portion of Section 22, Township 12S, R16 E, M.D.B. & M. & Portion of Section 21, Township 12S, R16 E, M.D.B. & M. , described as follows:

From the Point of Beginning (POB) at the N $\frac{1}{4}$ of said Section 22; thence

Course C. South $0^{\circ} 21' 15''$ East a distance of 2651.24' to the center quarter corner of said Section 22, thence,

Course D. South $89^{\circ} 49' 31''$ East a distance of 2648.87' to the E $\frac{1}{4}$ corner of said Section 22, thence,

Course E. South $0^{\circ} 17' 52''$ East a distance of 2644.86' to the SE corner of said Section 22, thence,

Course F. North $89^{\circ} 58' 01''$ West a distance of 2645.74' to the S $\frac{1}{4}$ corner of said Section 22, thence,

Course G. North $89^{\circ} 57' 44''$ West a distance of 1373.33', thence,

Course H. North $39^{\circ} 01' 34''$ West a distance of 295.77' to a point at the beginning of a tangent curve, thence,

Course I. Concave to the Northeast with a central angle of $38^{\circ} 39' 59''$: arc length of 222.70', chord length of 218.50' and a radius of 330.00', thence,

Course I. North $0^{\circ} 21' 35''$ West a distance of 216.35', thence

Course J. North $8^{\circ} 14' 29''$ West a distance of 268.43', thence,

Course K. North $0^{\circ} 47' 13''$ West a distance of 2360.93' to a point at the beginning of a tangent curve, thence,

Course 2. Concave to the Southwest, with a central angle of $58^{\circ} 00' 29''$, arc length of 344.23', chord length of 329.71' and a radius of 340.00', thence,

Course L. North 58° 47' 42" West a distance of 943.07' to a point of intersection thereof with the West line of said Section 22, thence,

Course M. Continuing North 58° 47' 42" West a distance of 708.42' to a point at the beginning of a tangent curve; thence,

Course 3. Concave to the Northeast with a central angle of 59° 01' 03", arc length of 226.61', chord distance of 216.73' and a radius of 220.00', thence,

Course N. North 0° 13' 22" East a distance of 709.79' to a point on the North line of said Section 21, thence,

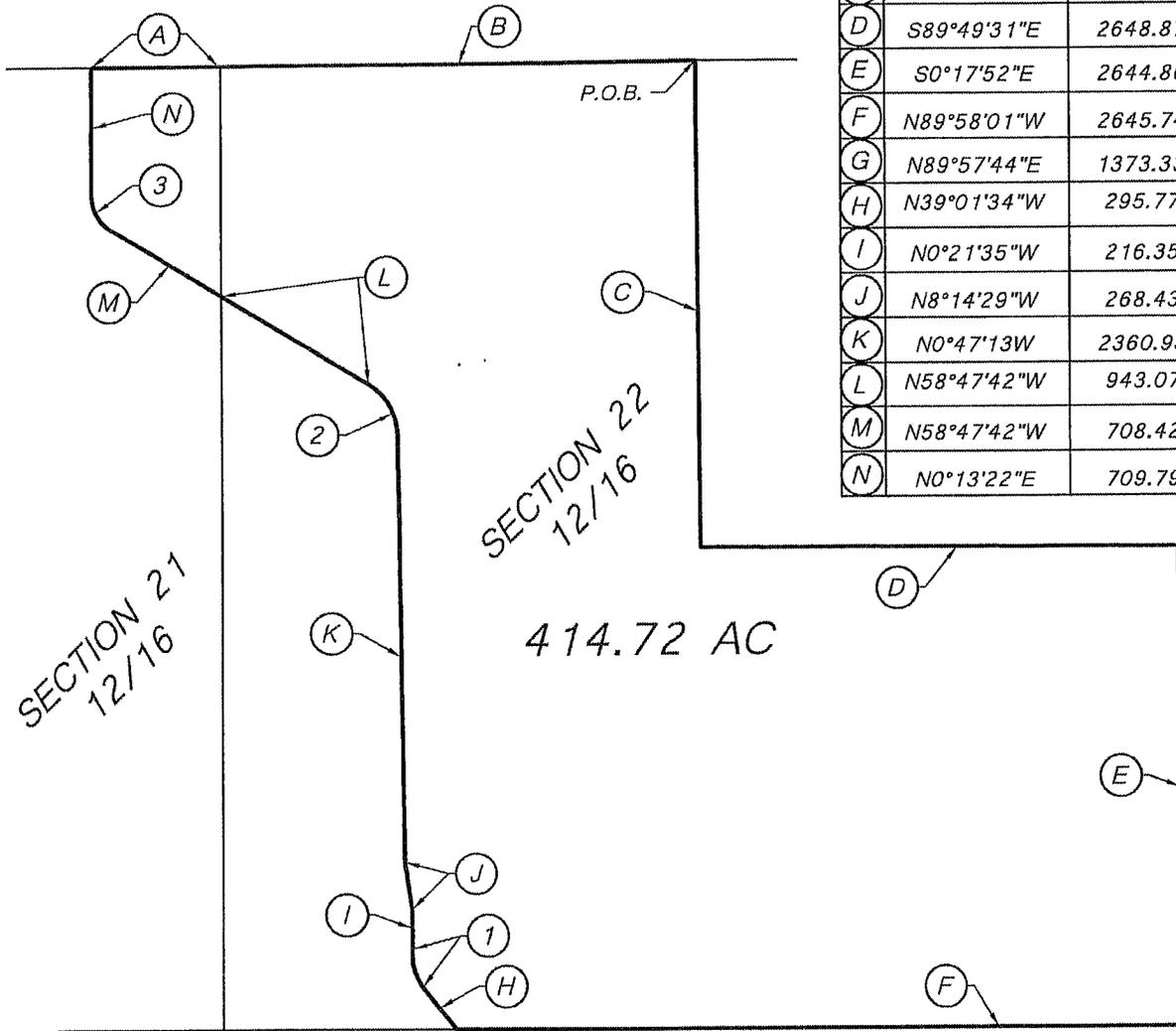
Course A. South 89° 47' 41" East a distance of 699.94' to the Northwest corner of said Section 22, thence,

Course B. South 89° 41' 03" East a distance of 2651.49' back to the point of beginning.

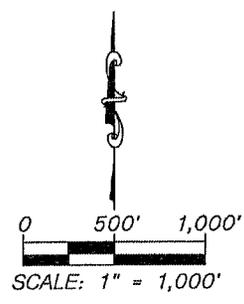
Area: 414.72 AC



SECTION 22 TABLE		
	DELTA	LENGTH
A	S89°47'41"E	699.94'
B	S89°41'03"E	2651.49'
C	S0°21'51"E	2651.24'
D	S89°49'31"E	2648.87'
E	S0°17'52"E	2644.86'
F	N89°58'01"W	2645.74'
G	N89°57'44"E	1373.33'
H	N39°01'34"W	295.77'
I	N0°21'35"W	216.35'
J	N8°14'29"W	268.43'
K	N0°47'13"W	2360.93'
L	N58°47'42"W	943.07'
M	N58°47'42"W	708.42'
N	N0°13'22"E	709.79'



SECTION 22 CURVE TABLE			
	DELTA	RADIUS	ARC LENGTH
1	38°39'59"	330.00'	222.70'
2	58°00'29"	340.00'	344.23'
3	59°01'03"	220.00'	226.61'



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EXHIBIT 'A'
SECTION 21 & 22, 12/16

PROJECT #:	219-0121	SHEET NO:	1 OF 1
DATE:	10/20/20	REVISIONS:	
DRAWN BY:	AKM	CHECKED:	HG
SCALE:	AS NOTED		