

**WESTLANDS WATER DISTRICT
LAND ACQUISITION PROGRAM
REVERSE AUCTION**

GENERAL INFORMATION

The District will employ a reverse auction for this land acquisition program. The District in its sole discretion will determine each successful offer after evaluating all the offers received.

Priority will be given to land located in or adjacent to the Subsidence Prone Areas, as designated in the Regulations for the Groundwater Allocation Program and Use of Groundwater within the Westside Subbasin. A map depicting the location of these Subsidence Prone Areas is attached hereto. In addition, the District will consider water supply and price as factors in determining which, if any, offers to accept. Notwithstanding these criteria, the District reserves the right to consider other factors unique to each offer. A low offer will not automatically be selected by the District. A purchase agreement will be executed, by the District for accepted offers only, with each successful landowner. The process will continue until the District has expended funds available for the purchase of lands.

Purchase Agreements and Other Requirements

Upon the acceptance of an offer, the District will execute the Real Estate Purchase and Sale Agreement and Escrow Instructions, subject to any special conditions proposed by the District that may be agreed upon by both parties. Copies of the proposed agreement are enclosed in this notice and are required to be signed and returned with every offer submittal. The agreement provides for payment of the purchase price to be in the form of cash payable to sellers at close of escrow, with escrows to close on or before December 31, 2022, unless extended by mutual agreement of the parties. The District will determine the escrow/title company. Closing after execution of a Real Estate Purchase and Sale Agreement and Escrow Instructions is conditioned on the District's approval of title and condition of the property.

Other agreements may also need to be executed, depending upon the circumstances of the District's acquisition.

Sellers should assume that they will not retain possession of the land nor will they be allowed to lease the land after close of escrow, and need to decide whether they will irrigate the land after the 2022 harvest. The District will not be responsible for any claims, liability, loss, damage, civil fines, penalties, costs, or expenses resulting from the District's decision on an offer.

Contact Jose Gutierrez at (559) 241-6215 if additional information is needed.

**WESTLANDS WATER DISTRICT
LAND ACQUISITION PROGRAM
REVERSE AUCTION**

TERMS AND CONDITIONS

Westlands Water District is seeking to purchase land within the District utilizing a Reverse Auction. The Reverse Auction will be in accordance with the Notice Inviting Offers and will be conducted according to the following terms and conditions.

Commitment to Sell – Each offer submitted during the Reverse Auction is a binding, irrevocable commitment on behalf of the offeror to sell at the offer price in accordance with the information contained in the Notice Inviting Offers. Each offer submitted during the Reverse Auction shall be considered a bona fide offer to sell. Each offer shall be submitted only by a landowner or an authorized agent of the landowner. All offers will be valid for a period of sixty (60) days from the closing date of the Reverse Auction.

Multiple Offers – An offeror may submit multiple offers for each parcel of land. However, an offeror may only submit a new offer that is lower than the previous offer. The lowest offer received from an offeror closest to the date and time of offer closing date will be the offer considered for award. All higher offers submitted by an offeror will be considered null and void.

Submission of Offers – Offers shall be submitted in a sealed envelope addressed to Westlands Water District, Attention: Purchasing Agent, 3130 N. Fresno Street, P.O. Box 6056, Fresno, California 93703. The outside of the offer package must be plainly marked in the upper left-hand corner with the name and address of the offeror and the name of the project. The District will not be responsible for submittals that are delinquent, lost, marked incorrectly, or sent to an address other than that indicated herein.

Withdrawal of Offers – An offer may be withdrawn, only in total, prior to the date and time set for the offer closing and only by written request to the District's Purchasing Agent.

Basis for Award – The District reserves the right to (1) accept or reject any or all offers placed in connection with the Reverse Auction, or (2) award items separately or in aggregate, whichever is in the best interest of the District. If multiple parcels are listed in an offer, the District may accept the offer as to certain parcels and reject it as to others, unless the offer specifies that it must be accepted or rejected as to all parcels listed. The District in its sole discretion will determine successful offers; a low offer will not automatically be selected by the District to participate. The District will consider all factors it considers to be relevant when it evaluates offers.

Postponement of Deadline for Submission of Offers – The District reserves the right to postpone the date for submission of offers and will provide notice of any such postponement.

Addenda or Bulletins of Instructions – Any Addenda or Bulletins of Instructions supplementing the Offer Documents and issued prior to the time and date set for the

deadline for submission of offers shall form a part of the documents furnished the seller for the preparation of his offer. These documents shall accompany the offer and shall be made a part of the Contract.

Changes in Agreements – The parties acknowledge that any additions, deletions, and modifications made under the Real Estate Purchase and Sale Agreement and Escrow Instructions shall not be binding unless made in writing and mutually agreed by both parties. Revisions will generally only be considered by the District to address unique circumstances.

Interest in Agreements – No officer, employee or agent of the District who exercises any functions or responsibilities in connection with the approval of offers shall have any personal interest, direct or indirect, in the offers or associated agreements. However, the District reserves the right to engage and compensate third parties to assist in the auction and/or the acquisition of land subject to successful offers.

Non-Affiliation – Each offeror shall affirm that no affiliation exists between owners, officers, administrators, and employees of the offeror and the District which could be construed as a conflict of interest.

Legal Address of Offeror – Each offeror must give its full name and address. The address provided on the Offer Submittal Form is hereby designated as the place to which all notices, letters, and other communications to offeror shall be mailed or delivered. Such address may be changed at any time by written notice signed by offeror and delivered to the District.

Hold Harmless – To the fullest extent permitted by law, offeror agrees to release, indemnify, and hold harmless the District, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action of any kind, known or unknown, disclosed and undisclosed, arising out of the participation in the Reverse Auction or in connection with any occupant or labor relocation activities.

Cancellation of Solicitation – The District reserves the right to suspend in whole or in part, or terminate, this solicitation when deemed to be in the best interest of the District.

OFFERS RECEIVED AFTER THE SPECIFIED DATE AND TIME INDICATED ON THE NOTICE INVITING OFFERS MAY BE REJECTED.

**WESTLANDS WATER DISTRICT
LAND ACQUISITION PROGRAM
REVERSE AUCTION**

OFFER INSTRUCTIONS

Offer Submittal

Each offer **MUST** be signed by hand and submitted on the forms provided by the District, which are: 1) the Offer Submittal Form, and 2) the Real Estate Purchase and Sale Agreement and Escrow Instructions. **The Offer Submittal Form and Cover Sheet must be accompanied by a signed copy, or both if applicable, of the agreement(s).** The use of other offering forms or attachments may invalidate the offer.

Offer Submittal Form

- The Offer Submittal Form must be fully completed by the offeror.
- Offeror's Name – Insert the legal owner(s) of the lands listed on the form. Offers may be deemed invalid if all legal owners do not sign the offer. For example, if the land is owned by a tenancy in common, the offer must be executed by all co-tenants. Similarly, the offers must be signed by the legal owner(s) exactly as their names appear on the record title.
- APN/Legal Description – List the Assessors Parcel Number(s) and legal description for the lands being offer.
- Irrigable Acreage – List the irrigable acreage for the land being offered. The irrigable acreage for each APN may be obtained from the District if not known by the offeror.
- Offer Price Per Acre - Offer prices must be stated in amounts per acre. Any deviation from this requirement may result in rejection of the offer.
- Total Offer Price – Show the total offer price for each parcel (Irrigable Acreage multiplied by the Offer Price Per Acre).
- District/Buyer Accepts – DISTRICT USE ONLY (no entry required by Offeror).
- Special Conditions – List any conditions to the offer submittal (i.e., requested amendments to the purchase agreements).
- Offeror Information – Offeror must give full name, address, telephone number and taxpayer identification. The address provided on the Offer Submittal Form is designated as the place to which all notices, letters, and other communications to offeror shall be mailed or delivered.
- Authorized Signature – Landowner(s)' or landowner's authorized agent's hand signature(s) required. As noted above, an offer may be deemed invalid if all legal owners do not sign the offer; each offer must be signed by the legal owner(s) exactly as their names appear on record title.

Real Estate Purchase and Sale Agreement and Escrow Instructions

Landowner(s)' or landowner's authorized agent's hand signature(s) required. As noted above, an offer may be deemed invalid if all legal owners do not sign the offer, and each offer must be signed by the legal owner(s) exactly as their names appear on record title.

**WESTLANDS WATER DISTRICT
LAND ACQUISITION PROGRAM
REVERSE AUCTION**

**OFFER SUBMITTAL FORM AND
COVER SHEET FOR PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

Name of Offeror (as shown on record title to Property): _____

PROJECT: Land Acquisition Program

<u>APN and Legal Description</u> (Attach additional page(s) if necessary)	<u>Irrigable Acreage</u>	<u>Offer Price Per Acre</u>	<u>Total Offer Price</u>	<u>District/ Buyer Accepts</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Special Conditions (attach additional page(s) if necessary)

By executing this Form, Offeror hereby acknowledges and agrees that this submittal constitutes a binding, irrevocable commitment to sell at the offer price(s) listed pursuant to and in accordance with the Offer Documents for the Westlands Water District Land Acquisition Program Reverse Auction. If the above offer is accepted by the Westlands Water District as to any parcels listed above, this Form will be attached to the Terms and Conditions for the applicable form of Purchase and Sale Agreement and Escrow Instructions as the Cover Sheet, and those documents will together create a valid and binding agreement as to those parcels.

Print Name

Authorized Signature(s)

Address

Phone Number

Tax Payer I.D.

DRAFT

**REAL ESTATE PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

(Chicago Title Company Escrow No. XXXXXX-SM)

This *Real Estate Purchase and Sale Agreement and Escrow Instructions*, together with the attached and fully executed Offer Submittal Form and Cover Sheet for Purchase and Sale Agreement and Escrow Instructions (Cover Sheet), ("Agreement") and is entered into the date set forth on the attached Cover Sheet by and between the party identified as "Offeror" on the attached Cover Sheet ("Seller") and Westlands Water District, a public agency, ("Buyer"). The Seller and Buyer agree as follows:

1. Purchase and Sale. Seller is the owner of ± _____ assessed acres of real property. Buyer agrees to purchase, and Seller agrees to sell the real property described on the attached Cover Sheet ("Property"), pursuant to the terms and conditions of this Agreement.

2. Property. The Property subject to this Agreement is described on that attached Cover Sheet. Buyer shall obtain and verify the legal descriptions for the Property and cause them to be attached hereto as Exhibit A.

3. Deposit and Purchase Price.

a. Deposit. Within three (3) business days of execution of this Agreement, Buyer shall deliver to Escrow Holder a deposit by check in the amount equal to 3.5 percent of the Purchase Price or _____ Dollars (\$ _____) ("Deposit"). The Deposit shall be refundable during the Feasibility Period or if this Agreement is terminated in accordance with Section 4(a) or 6(a) herein. If at the end of the Feasibility Period Buyer has not terminated this Agreement in accordance with Section 7(e) hereof, the Deposit shall remain in Escrow and shall be applied to the Purchase Price at Close of Escrow, or in the event of a default or breach of this Agreement by Buyer, shall constitute liquidated damages and Seller's sole remedy as provided in Section 16(b); provided, however, that if this Agreement is terminated prior to Close of Escrow due to a Seller default of this Agreement, the Deposit shall be returned to Buyer.

b. Purchase Price. The purchase price for the Property is set forth on the attached Cover Sheet ("Purchase Price"). All of Seller's right, title and interest in the Property and including (1) all water rights of every kind and nature (2) mineral rights, and (3) U.S. Department of Agriculture Farm Service Agency farm crop bases and payment yields accruing to the Property are included in the purchase price. No additional financial consideration shall be paid for any improvements, including wells and related equipment, located on the Property at Close of Escrow. Seller shall not remove improvements prior to the close of escrow. All improvements on the Property are included in the Purchase Price and will become the property of Buyer at Close of Escrow. Buyer will deposit the Purchase Price and its share of pro-rations and Charges into escrow not less than twenty-four (24) hours prior to Close of Escrow. Deposit shall be paid in cash, wired funds, or

Buyer's check. Title Company is hereby authorized to deduct Seller's portion of the pro-rations and Charges from Seller's proceeds at Close of Escrow.

4. Conditions Precedent.

a. Buyer's obligation to purchase the Property is conditioned upon title to the Property being vested entirely in Seller at Close of Escrow (defined below) in such manner that title is marketable and insurable.

5. Escrow. Upon execution of this Agreement by both Buyer and Seller, Buyer shall establish an escrow by depositing an executed duplicate original of this Agreement with

_____ ("Title Company").
The Close of Escrow shall be the date on which the Grant Deed from Seller to Buyer is recorded in the Official Records of the County where the Property is located, which shall occur by December 31, 2022, unless extended by Buyer and Seller in writing to Title Company ("Close of Escrow"). This Agreement shall, to the extent feasible, constitute escrow instructions of Buyer and Seller.

6. Title and Vesting.

a. Upon opening of escrow, Title Company shall promptly furnish to Buyer an updated preliminary title report covering the Property, together with copies of all recorded documents referred to therein. Buyer shall, within ten (10) days of receipt thereof, provide written notice to Seller and Title Company of any items contained therein to which Buyer reasonably disapproves. Upon Buyer's giving written notice of items reasonably disapproved, Seller shall have ten (10) days within which to notify Buyer and Title Company, in writing, as to any items which Seller cannot or will not, in its sole discretion, remove at or before closing. If Seller's response indicates that Seller is unwilling or unable to remove or correct any items reasonably disapproved by Buyer, or if Seller does not respond within said time period, Buyer shall have ten (10) days thereafter to cancel this Agreement in writing to Title Company, in which case, the escrow shall terminate and Title Company shall return any deposits or documents to the party submitting the same into escrow; or Buyer may, at Buyer's sole option, elect to accept any items which Seller is unwilling or unable to remove or correct by advising Title Company, in writing of such acceptance, within such ten (10)-day period.

b. At Close of Escrow, title to the Property shall vest in Buyer and shall be conveyed by Grant Deed. Title shall be free of all liens at Close of Escrow.

c. Buyer shall be provided a California Land Title Association ("CLTA") Standard Coverage Owners Policy of Title Insurance issued by Title Company as of Close of Escrow.

7. Property Inspection and Feasibility Period.

a. Property Documents. Within ten (10) days after the Effective Date, Seller shall provide Buyer copies of all studies, environmental reports, surveys, soils reports, and other reports and studies relating to the Property that are in its possession or under its control (collectively, "Property Documents"). Notwithstanding the foregoing, the Seller shall have no obligation to cause any of the Property Documents to be created or produced if such document does not already exist.

b. Feasibility Period. For a period of up to forty-five (45) days from the Effective Date (the "Feasibility Period"), Buyer may undertake, at Buyer's expense, inspection and review of the Property, including, but not limited to, reasonable non-destructive inspections, investigations, tests, copies, verifications, assessments, surveys and studies as Buyer considers reasonably necessary or desirable under the circumstances regarding the Property and its condition, which may include, without limitation, inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; non-destructive environmental assessments, studies, tests and reports; structural and mechanical systems inspections; and availability of permits, land use entitlements, development rights and approvals and other governmental approvals. All inspections shall be made at Buyer's sole cost and expense and shall not unreasonably interfere with the Seller's use of the Property.

c. Access. Access to the Property from the Effective Date through the Close of Escrow shall be given to Buyer, its agents, employees, consultants, or contractors during normal business hours at reasonable times upon at least one (1) business days' notice to the Seller, at Buyer's own cost and risk, for the purpose of conducting its due diligence investigation of the Property as set forth in Section 7(b). If Buyer does not close escrow, Buyer shall restore the Property as a result of such investigations and return the affected portion of the Property to its condition immediately prior to such investigation. Buyer shall indemnify and defend the Seller against and hold the Seller harmless from all losses, costs, damages, liabilities, and expenses arising out of negligent or willful acts by Buyer or its agents, employees, consultants, or contractors on the Property in connection with Buyer's entry onto the Property or any activity thereon prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any negligent or willful act of the Seller or the Seller's agents, employees or contractors; provided however, Buyer's discovery of or impact on an adverse condition or defect on or affecting the Property shall not trigger Buyer's indemnification obligations. Buyer's obligation to indemnify and defend the Seller shall survive closing or any other termination of this Agreement.

d. Insurance. Prior to its first entry onto the Property and at all times thereafter until Close of Escrow, Buyer shall maintain commercial general liability insurance covering the activities of Buyer on the Property. Such insurance shall have a per occurrence limit of at least One Million Dollars (\$1,000,000.00) and an aggregate limit of at least Two Million Dollars (\$2,000,000.00).

e. Termination. Buyer may either give the Seller written notice that Buyer (i) approves the condition and suitability of the Property, or (ii) disapproves the condition or suitability of the Property for any reason or no reason, which notice must be received by the Seller no later than 5:00 p.m. on the date of expiration of the Feasibility Period. In the event that Buyer fails to timely approve the condition and suitability of the Property pursuant to (i) above, such failure shall be deemed to be a disapproval of the condition and suitability of the Property in accordance with (ii) above. In the event Buyer disapproves the condition and suitability of the Property, or is deemed to have disapproved the condition and suitability of the Property, as applicable pursuant to this Section 7(e), this Agreement shall terminate automatically, and: (i) the Seller and Buyer shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or the Seller in order to cancel this Escrow and release any interest of Buyer in and to the Property; (ii) the Escrow Holder shall release the Deposit to Buyer; and (iii) Escrow Holder shall return all documents to the applicable party. If this Agreement is terminated pursuant to this Section 7(e), then neither party shall have any rights or obligations arising out of this Agreement, except as otherwise set forth in this Agreement.

f. Phase II Study and Extension Period. Buyer intends to complete a Phase I environmental study during the Feasibility Period. If the study recommends a Phase II environmental study, the Feasibility Period shall be extended an additional thirty (30) to forty-five (45) days (with the closing date being extended an equal amount of days) depending on timing and schedule of the environmental consultant to complete the additional studies. Seller and Buyer shall pay the costs of the Phase I and Phase II studies on a 50/50 basis if one is recommended by the environmental consultant.

8. Pro-rations and Charges. Seller shall pay for the CLTA Owner's policy of title insurance, any documentary transfer taxes, fee for drawing deed, all costs in connection with clearing title, Property taxes, assessments, Section 7(f) costs, and land-based charges (collectively, "Charges"). Property taxes and assessments shall be prorated to Close of Escrow. Additionally, if the sale of the Property is subject to a lease of the Property, cash rents payable under such leases shall be prorated to Close of Escrow. Escrow costs shall be paid on the basis of fifty percent (50%) by Seller and fifty percent (50%) by Buyer and other costs as is customary in the County.

9. California Withholding. Title Company will notify the parties hereto of their withholding obligations under the California real estate withholding law (California Law Rev & Tax Code Sections 18662 and 18668) and will furnished them with the applicable Franchise Tax Board (FTB) forms. If Seller has not provided to Title Company, prior to closing, a completed Form 593-C (for individuals) stating that Seller is exempt from California withholding, then Buyer and Seller direct Title Company to withhold from Seller's proceeds gross sales price at Close of Escrow and remit such funds to the FTB along with a completed From 593-B pursuant to California Law.

10. Water Allocation. Seller agrees to make available to Buyer Seller's 2022-23 Central Valley Project water and any subsequent water allocation at delivery of possession.

11. Possession. Possession shall be delivered to the Buyer at Close of Escrow, unless the Property is purchased subject to any existing lease, in which event possession shall be delivered upon expiration of the lease, but in no event later than December 31, 2022; provided:

- a. Seller executes Buyer's Land Use Agreement, provides a Certificate of Insurance, and performance bond or refundable \$25.00 per irrigable acre deposit in accordance with Paragraph 5 of the Land Use Agreement; or
- b. Seller obtains an executed Lease Termination Agreement; Buyer's Land Use Agreement, Certificate of Insurance, and performance bond or refundable \$25.00 per irrigable acre deposit in accordance with Paragraph 5 of the Land Use Agreement.
- c. Seller deposits said document(s) and/or funds with Title Company on or before close of escrow.

12. Groundwater Wells. At Buyer's direction, any groundwater wells and related equipment existing on the property shall remain in a manner acceptable to the Buyer prior to close of escrow.

13. Land Condition. Buyer acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the sale of the Property is made on an "As Is," "Where Is" condition, and basis with all faults, and that Seller has no obligation to make repairs, replacements or improvements to the Property. Buyer further acknowledges and agrees that, except as otherwise expressly provided in this Agreement, Seller has not made, does not make and specifically negates and disclaims any 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 Property, including its environmental condition.

14. Brokers' Commissions. The parties each hereby warrant to the other no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and Buyer or Seller with respect to the transaction contemplated by this Agreement.

15. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power as a water district under the California Water District Law, Water Code Section 34000 *et. seq.*, to acquire the Property by eminent domain. Among other things, the Buyer is authorized by law to exercise the power of eminent domain to acquire private property for public use pursuant to the provisions of Water code section 35600, *et seq.*, and the provisions of the Eminent Domain Law comprising Title 7, Part 3 of the Code of Civil Procedure (commencing at section 1230.010). Because Buyer may exercise the power of eminent domain to acquire and could likely prevail in compelling Seller to sell and because Buyer requires the Property for a public purpose, the acquisition of the Property could be an involuntary conversion of the Property from private to public use.

Both Buyer and Seller recognize the expense, time, effort, and risk to both Buyer and Seller in resolving a dispute over compensation for the Property by eminent domain litigation, and the compensation set forth herein is in compromise and settlement, in lieu of such litigation.

16. Notices. All notices under this Agreement shall be effective upon personal delivery to Buyer, Seller or Title Company, as the case may be, or three (3) business days after deposit in the United States mail, regular mail, postage fully prepaid and addressed to the respective parties at the addresses set forth below, or at such other addresses as the parties may from time to time designate in writing.

17. Remedies Upon Default.

a. Default by Seller. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall have either the right to either (1) a return of its Deposit, or (2) specific performance against Seller. Seller shall not be in default under this Agreement unless Buyer first provides to Seller written notice of default and Seller thereafter fails within five (5) days after receipt of such notice of default to either cure such default or, if such default cannot reasonably be cured within said five (5)-day period, diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter, cures such default not later than ten (10) days after receipt of such notice of default.

b. Default by Buyer.

IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT UNDER THIS AGREEMENT BY BUYER, SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT AND RETAIN THE DEPOSIT MADE BY BUYER. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ANY ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE TOTAL AMOUNT OF THE DEPOSIT MADE BY BUYER HEREUNDER HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER PRIOR TO CLOSE OF ESCROW ON THE PROPERTY.

_____ Sellers' Initials

_____ Buyer's Initials

18. Amendments. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by Buyer and Seller.

19. Successors. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

20. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the parties and this Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors-in-interest.

21. Attorneys' Fees. Should any litigation be commenced between the parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees, and costs for such litigation and for executing upon or appealing any judgment.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Fresno.

23. Counterparts. This agreement and any amendments hereto may be signed by the parties in different counterparts and the signature pages combined to create a document binding on all parties as though all had signed one and the same document.

[Signatures follow on Page 8]

24. Electronic and Facsimile Signatures. This Agreement may be signed by electronic and facsimile signatures, which shall have the same force and effect as original signatures.

The parties hereto have executed this Agreement as of the Effective Date.

“Buyer”

WESTLANDS WATER DISTRICT,
a public agency

By: _____
Name: _____
Its: Chief Operating Officer

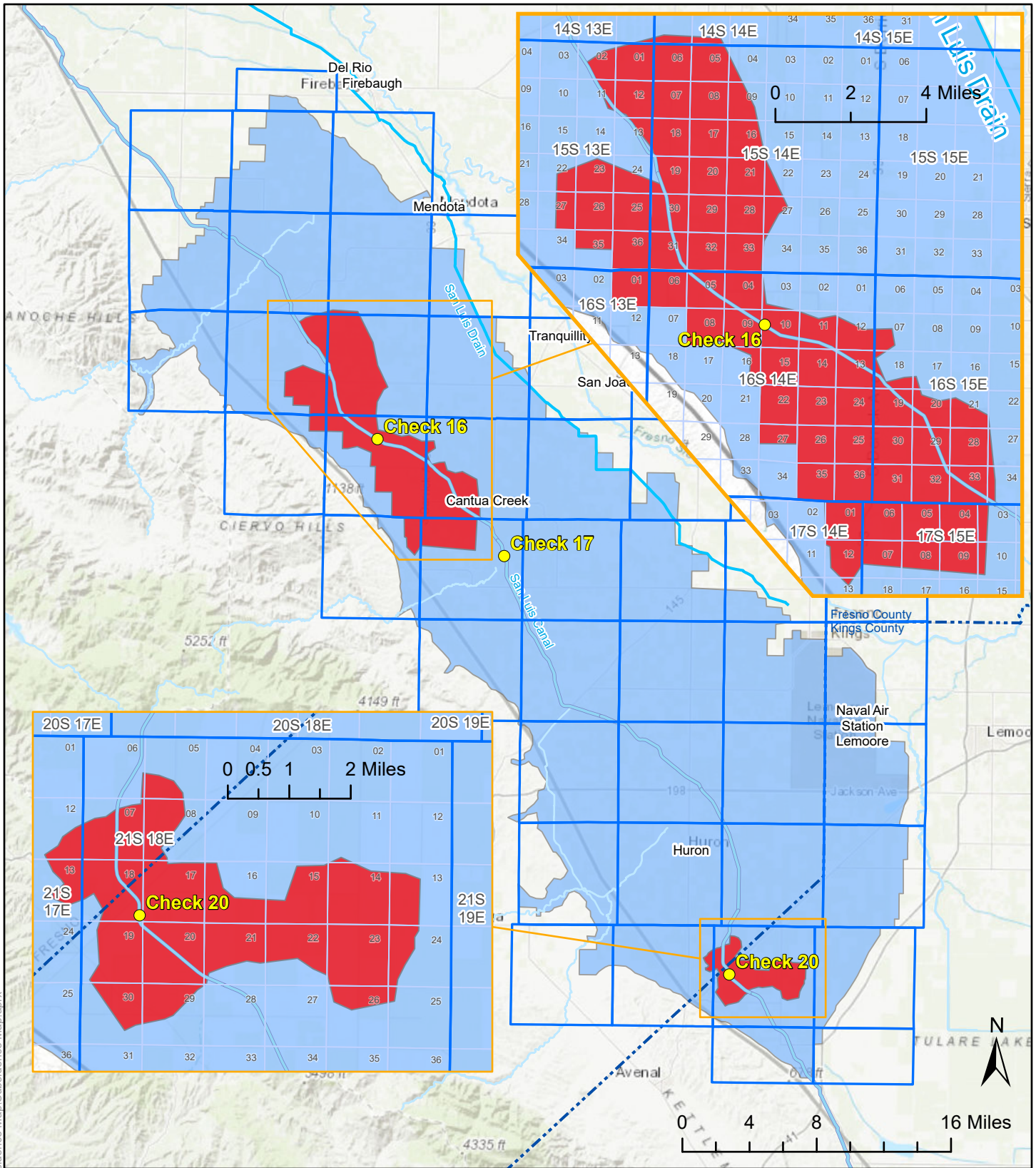
Westlands Water District

“Seller”

DRAFT

Exhibit "A"
(Legal Description)

DRAFT



- Westside Subbasin
- Subsidence Prone Areas (Modified)
- Checks
- Waterway

Figure 2: Westside Subbasin Subsidence Prone Areas

Revision History:
 Ver. 1: GSP Adopted Jan 2020
 Ver. 2: SPA Boundary Modified 05/13/2022



WESTLANDS WATER DISTRICT
 3130 N. FRESNO ST.
 FRESNO, CALIFORNIA 93703
 559.224.1523 FAX 559.241.6277