

AGREEMENT

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the COUNTY OF TULARE hereinafter called the Seller, and DUDLEY RIDGE WATER DISTRICT, hereinafter called the Purchaser.

WITNESSETH:

THAT WHEREAS, the Purchaser desires, to obtain from Seller, a portion of Seller's 2008-09 water supply under its contract with the U.S. Bureau of Reclamation (USBR) for Central Valley Project water; and

WHEREAS, the Seller desires to sell and deliver the same to Purchaser.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Seller does hereby assign, transfer, sell and authorize the USBR to deliver to Purchaser from Seller's 2008-2009 supply, up to 2,000 acre-feet of water belonging to it to the Purchaser, to be delivered before February 28, 2009.

2. Purchaser agrees to pay the Seller the amount of \$250.00 per acre-foot, said amount to be paid within 45 days of invoice receipt. Such amount shall represent payment in full for the said water purchase. In addition, purchaser agrees to pay all charges related to acquisition, delivery, pumping and administration and will hold harmless, defend and indemnify Tulare County from any cost or expenses claims, actions, damages or losses of any kind, including death related to this transaction.

3. Delivery of water shall be out of the Sacramento-San Joaquin Rivers Delta. Specific delivery dates shall be such as purchaser and the USBR may determine and agree upon except as otherwise herein specified or as may be mutually further agreed upon by purchaser, the USBR and the County.

4. This Agreement shall constitute an authorization of said USBR to deliver the amounts of water hereinabove agreed upon.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: \_\_\_\_\_  
Dudley Ridge Water District

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
Tulare County

Approved as to Form:

By: \_\_\_\_\_  
County of Tulare

By: \_\_\_\_\_  
Deputy County Counsel