

AGREEMENT

USE OF BASINS FOR GROUNDWATER RECHARGE

THIS AGREEMENT, made and entered into this 25th day of January, 2007, by and between the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT a public corporation, hereinafter referred to as ("FMFCD"), and the FRESNO IRRIGATION DISTRICT a public corporation, hereinafter referred to as ("FID").

W I T N E S S E T H

WHEREAS, FMFCD is a special district organized and operating pursuant to special act of the legislature of the State of California known as the Fresno Metropolitan Flood Control Act enacted by the legislature and signed by the Governor in 1955; and

WHEREAS, FID is an irrigation district organized and operating pursuant to the provisions of Division 11 of the California Water Code; and

WHEREAS, FMFCD and FID have a continuing vital interest in matters pertaining to water resources in the Fresno-Clovis Metropolitan area; and

WHEREAS, the depletion of the underground water supply within the service area of FMFCD and FID is in substantial part a result of the groundwater overdraft within the Fresno-Clovis metropolitan area; and

WHEREAS, the FMFCD and FID desire to establish and maintain an effective and comprehensive long-term groundwater recharge program designed to correct the above mentioned groundwater deficiency; and

WHEREAS, FID delivers surface water supplies on behalf of water entitlement agencies for such purposes and administers groundwater recharge programs of its own; and

WHEREAS, FMFCD has acquired, and will continue to acquire, land to be used primarily as storm water detention and retention basins and flood control reservoirs, hereinafter referred to as "Basins," for the disposal of storm and flood waters; and

WHEREAS, the use of the Basins for groundwater recharge purposes under certain specified terms and conditions will not interfere with the Basins' primary intended use by FMFCD; and

WHEREAS, FMFCD is an active participant in various groundwater recharge programs, and is willing to receive into said Basins such surface water as may be safely discharged therein and percolated into the underground, subject and subordinate to storm water management and other uses of the Basins as determined by FMFCD; and

WHEREAS, FMFCD and FID are willing to enter into a cooperative program to effect such groundwater recharge activities.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, **IT IS HEREBY AGREED** as follows:

1. **Use of Basins.** FID shall have the right under the terms and conditions hereinafter specified to discharge water for the purpose of groundwater recharge into those Basins or portions thereof designated on the map attached hereto, marked Exhibit "A" and made a part hereof, on behalf of those water entitlement agencies identified on Exhibit "B" hereto. The water entitlement agencies identified in Exhibit "B" have separate agreements with FMFCD that identify those parties' respective rights, obligations and liabilities in conjunction with discharges by those agencies to the Basins, and in conjunction with their groundwater recharge programs. By mutual consent, the FMFCD and FID hereto, acting through the FMFCD General Manager-Secretary and the FID General Manager, may from

time-to-time modify and supplement said Exhibit "A" and Exhibit "B" to add or delete Basins and/or water entitlement agencies for the purpose of groundwater recharge, and all of the terms and provisions hereof shall apply to such amendments and supplements. Each party hereto reserves the right to terminate the use of any Basin or portion thereof and/or to delete any water entitlement agency from this Agreement upon sixty (60) days' written notice to the other party hereto.

2. **Use of Specified Facilities in Conjunction with Use of Basins.** In conjunction with the use by FID of the Basins, FID shall have the right, under the terms and conditions specified herein, to utilize for conveyance and delivery of surface waters to the Basins, each respective FMFCD pipeline facility that now transports recharge water from the canal system to the Basin. The location of each intertie to the canal system and the locations of each Basin are identified on Exhibit "C" hereto. The facilities between said points are shown in red on Exhibit "A" hereto and are hereinafter referred to as "Recharge Facilities." By mutual consent, the parties hereto, acting through the FMFCD General Manager-Secretary and FID General Manager, may from time-to-time modify and supplement said Exhibits "A" and "C" to delete Recharge Facilities as they become unavailable for the purpose of conveying waters for groundwater recharge, or to add Recharge Facilities as they are developed or become available for conveying waters for groundwater recharge, and all of the terms and provisions hereof shall apply to such modifications and supplements.

3. **Priority of Rights.** FID shall not use said Basins and/or Recharge Facilities in a manner that could interfere with the use thereof by FMFCD for the collection and disposal of storm and other waste waters or for any other authorized purposes. The use of Basins by FID shall at all times be subordinate to the use of the Basins by FMFCD. The

FMFCD shall in its sole discretion determine the availability of the Basins and Recharge Facilities for use by FID. Purposes for which the FMFCD may withhold the use of a Basin by FID include, but are not limited to:

- (a) reservation of capacity for storm water runoff storage;
- (b) proposed construction activity, including excavation and grading;
- (c) proposed maintenance activity;
- (d) proposed testing of soils and/or water; and
- (e) recreational activity.

4. Construction and Maintenance.

(a) FID, at no expense to FMFCD, may construct and shall thereafter maintain and repair any connections or facilities necessary for FID to convey and/or discharge water for recharge into Basins, hereinafter referred to as "FID Facilities," which shall be constructed in accordance with plans and specifications approved in writing by FMFCD. FMFCD shall have no responsibility to maintain, repair, or reconstruct any FID Facilities, except for damages caused by FMFCD, or FMFCD employees, representatives, or contractors working under the direction of FMFCD. Any FID Facilities or personal property placed upon easements or property of FMFCD by FID shall remain the property of FID and may be removed by FID at its election, provided that such property can be removed without damage to property of FMFCD.

(b) Should modification of Basins or related improvements by FID be necessary to accomplish FID's purposes under this Agreement and be approved in writing by FMFCD, the expense of such installation and the maintenance thereof shall be the sole responsibility of FID, all in accordance with plans and specifications approved in writing by FMFCD.

Upon termination by FID of the use of such improvements or modifications, FID, at its sole expense shall restore the Basins and related improvements of FMFCD to their former condition; provided, however, that by mutual written consent, the parties may agree to permit the improvements or modifications to remain for future use, control, maintenance and ownership by FMFCD.

5. **Reimbursements.** Prior to either party hereto entering into an agreement with any third-party holder of water rights, hereinafter referred to as “Holder” or collectively as “Holders”, for their use of Basins or Recharge Facilities for recharge activities, each party hereto shall consult with the other party hereto, and mutually determine if it or any other person or entity has expended funds to install improvements necessary to discharge surface waters into such Basins and/or Recharge Facilities. Each party hereto shall, as a condition of the parties hereto agreeing to provide recharge services to the Holder, require the Holder seeking to use the Basin or Recharge Facilities to reimburse prorata each person or entity that paid a share of the cost of those improvements. The amount of that reimbursement shall be divided among and paid equally by the Holder(s) using those improvements, irrespective of the total number or volume of discharges to be made by each Holder through those improvements, irrespective of the total number or volume of discharges to be made by each Holder through those improvements, except as otherwise mutually agreed to in writing by Holders with FMFCD.

6. **Damage to Basins and Facilities.** In the event damage occurs to Basins or Recharge Facilities as a result of FID’s use under this Agreement, FID, at its sole expense, shall repair the damage as promptly as practicable. Should it be necessary for FMFCD to

make such repairs, FID shall reimburse FMFCD for the cost of those repairs within thirty (30) days after receiving an invoice therefor from FMFCD.

7. **Maintenance of Basins.** FMFCD shall maintain the Basins. On or before the first use or first change of use of a Basin during the term hereof, FID shall give to FMFCD a written notice containing a summary of the records of FID showing the names of the Holders of water delivered by FID for recharge pursuant to this Agreement (See sample form Exhibit "D"). Each month following the delivery of water to a Basin, FID shall provide FMFCD a report stating the volumes of such water attributable to those Holders as delivered to specified Basins. FMFCD shall then recover the maintenance costs it incurred with respect to recharging those volumes of water pursuant to the terms of a separate agreement between FMFCD and the respective Holders. In the event FID does not provide that written notice, FMFCD shall recover the maintenance costs it incurred based on the records of FMFCD. FMFCD shall use the funds received from those Holders only for costs related to the maintenance of the Basins.

8. **Maintenance Schedule.** FMFCD shall maintain the Basins according to a schedule determined by FMFCD. The Basins need not be maintained every year, but when maintained, maintenance shall occur generally following the rain season during the period from March 1st to November 30th of each year in order to remove sediment deposits from the collection, storage and percolation of storm water within the Basin. The purpose is to maintain a condition at the surface of the Basins to facilitate recharge of surface waters into the underground.

9. **Water.** FID may discharge water into Basins only at such times and in such amounts as specified in the operational guidelines attached hereto as Exhibit "E" and made a

part hereof. The scheduled discharges shall be made pursuant to prior written notice to and approval of the FMFCD General Manager-Secretary. FMFCD, acting through its General Manager-Secretary, shall have the right by written notice to modify said Exhibit "E". FID shall not discharge into any Basin or Recharge Facility any water that in the FMFCD's sole opinion is unacceptable, including without limitation, any water that has an offensive odor or that contains any waste materials or that might cause contamination or pollution prohibited by any ordinance, statute, law, regulation, or rule of any regulatory authority having jurisdiction with respect thereto, including, without limitation, the Central Valley Regional Water Quality Control Board or the Health Department of the County of Fresno. Water discharged by FID to Basins in excess of or in contravention to the terms and conditions set forth in Exhibit "E", at the option of FMFCD, shall be removed at FID's expense.

10. Indemnity/Hold Harmless. FMFCD shall have no liability or responsibility for any damage or injury to persons or property that, without negligence on the part of FMFCD, result directly or indirectly from the discharge of water by FID into Basins or Recharge Facilities. Each party hereto shall defend, indemnify and hold the other, and the directors, officers, employees, contractors, consultants, agents, and invitees of the other, free of and harmless from any loss, cost, damage, or expense including reasonable attorneys' fees and costs, based on claims of any injury or damage to persons or property, economic loss or taking of property arising from the negligence or fault of the indemnifying party in connection with the operation or use of any of the FID Facilities, Basins, or Recharge Facilities.

11. Sale/Transfer of Land. FMFCD shall have, in its sole discretion, the right at any time to terminate the use of any Basin and to sell or otherwise dispose of any of the

properties owned by it upon which a Basin or Recharge Facility is located; provided, however, that FMFCD shall provide FID with adequate notice of any property disposition involving a property with FID Facilities or personal property located on it so FID has sufficient opportunity to exercise its right of removal under Section 4 herein.

12. Termination. This Agreement shall be in effect on the date and year first above written and shall remain in effect through February 28, 2030, provided, that under terms and conditions mutually agreeable to the parties hereto, they may extend the term of this contract for successive periods not to exceed forty (40) years each. Either party may determine in its sole discretion that this Agreement conflicts with the then-current responsibilities, programs or powers of said party, and may terminate this Agreement by giving one (1) year's written notice to the other party. In the event that FMFCD shall determine that any Basin, or portion thereof, or Recharge Facility is required for a public use that is incompatible with its recharge use by FID, FMFCD may terminate this Agreement as to such Basin, portion thereof, or Recharge Facility upon giving sixty (60) days' written notice thereof to FID.

13. Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service, if served personally on the person to whom notice is to be given; (ii) on the date of receipt, if sent and received prior to 4:00 p.m. by tele-copier to the person to whom notice is to be given at the tele-copier number set forth below; or (iii) on the third (3rd) day after mailing, if mailed to the party to whom notice is to be given by registered or certified mail, postage-prepaid, and properly addressed as follows:

FMFCD: Fresno Metropolitan Flood Control District
Attn: General Manager
5469 East Olive Avenue
Fresno, CA 93727
Telecopier Number: (559) 456-3292

With copy to: Douglas B. Jensen, Esq.
Baker, Manock & Jensen
5260 North Palm Avenue, Suite 421
Fresno, CA 93704
Telecopier Number: (559) 432-5620

FID: Fresno Irrigation District
Attn: General Manager
2907 South Maple Avenue
Fresno, CA 93725-2218
Telecopier Number: (559) 233-8227

With a copy to: Daniel M. Dooley
Dooley, Herr & Peltzer, LLP
100 Willow Plaza, Suite 300
Visalia, CA 93291
Telecopier Number: (559) 636-0200

or at such other address as any party may, by like notice, designate to the other party in writing.

14. **Counterparts.** This Agreement may be so executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

15. **Choice of Law.** The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. Venue shall only be in the California Superior Court, Fresno County.

16. **Severability**. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable shall not be effected thereby.

17. **Modification**. No modification, alteration or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns.

18. **Time of Essence**. Time is of the essence in the performance of all covenants and conditions in this Agreement in which time is a factor.

19. **Entire Agreement**. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either party. Each party has relied on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, covenants in the Agreement itself. The failure or refusal of either party to inspect the basins or associated facilities or improvements, to read the Agreement or the documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

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

Fresno Metropolitan Flood Control District
5469 East Olive Avenue
Fresno, California 93727

BY Bob Van Wyk
Bob Van Wyk
General Manager-Secretary

Approved as to Form:

Baker, Manock & Jensen

BY John L. B. Smith
Attorneys for the Fresno Metropolitan Flood
Control District FMFCD

Fresno Irrigation District
2907 South Maple Avenue
Fresno, California 93725-2218

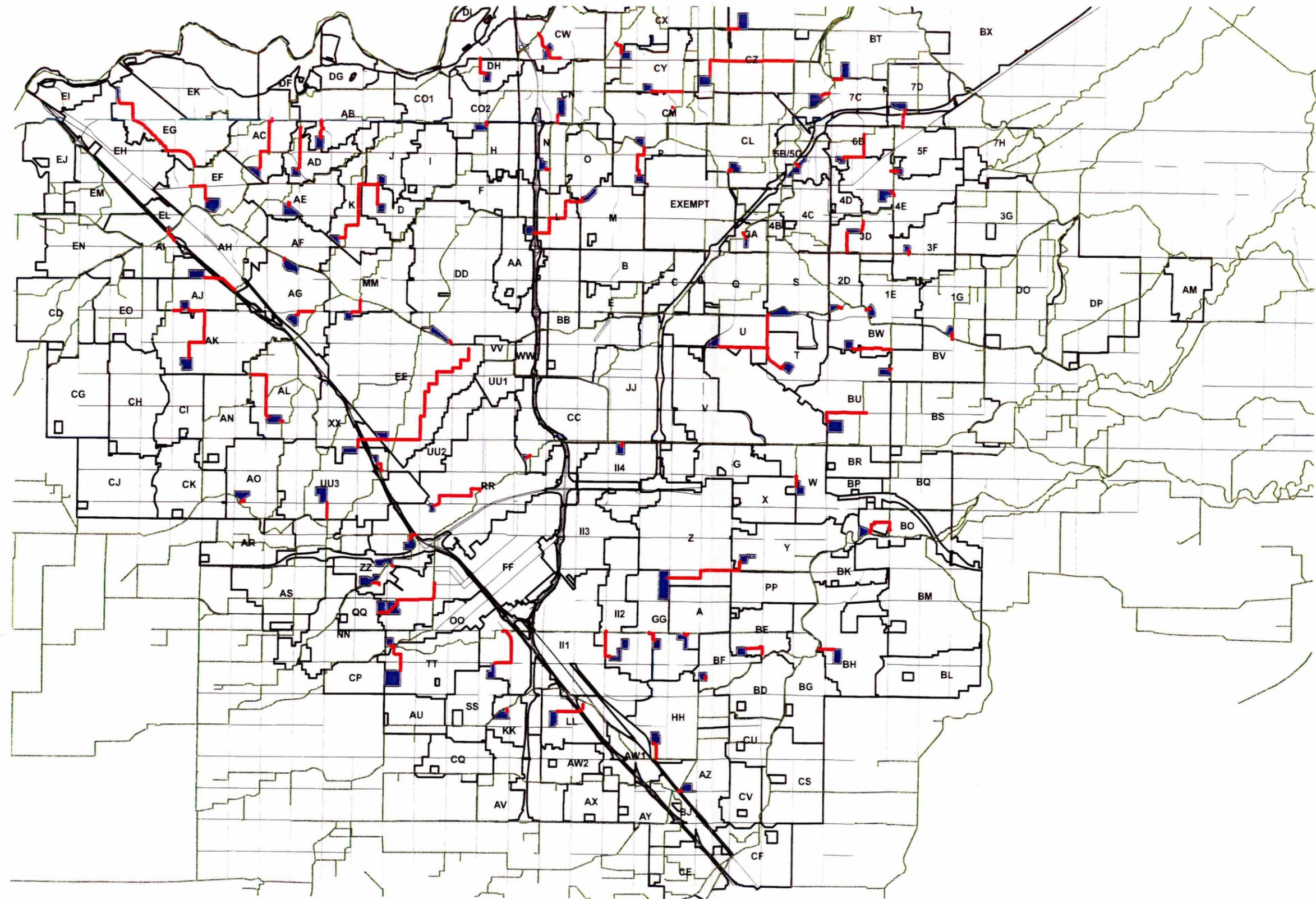
BY _____
Gary R. Serrato
General Manager

Approved as to Form:

Dooley, Herr & Peltzer, LLC

BY _____
Attorney for Fresno Irrigation District
FID

TEAGUE
NEES
ALLUVIAL
HERNDON
SIERRA
BULLARD
BARSTOW
SHAW
GETTYSBURG
ASHLAN
DAKOTA
SHIELDS
CLINTON
MCKINLEY
OLIVE
BELMONT
NEILSON
WHITES BRIDGE
MADISON
CALIFORNIA
CHURCH
JENSEN
ANNADALE
NORTH
MUSCAT
CENTRAL
MALAGA
AMERICAN



Legend

- DISTRICT S1 TO CONVEY TO RECHAR
- RECHARGE
- WATERWAYS

EXHIBIT "A"

GARFIELD
GRANTLAND
BRYAN
HAYES
POLK
CORNELIA
BLYTHE
BRAWLEY
VALENTINE
MARKS
HUGHES
WEST
FRUIT
WALNUT
MARTIN LUTHER KING
ELM
CHERRY
EAST
ORANGE
CEDAR
MAPLE
CHESTNUT
WILLOW
PEACH
MINNEWAWA
CLOVIS
SUNNYSIDE
FOWLER
ARMSTRONG
TEMPERANCE
LOCAN
DEWOLF
LEONARD
HIGHLAND
THOMPSON
MC CALL

WATER ENTITLEMENT AGENCIES

City of Fresno
2600 Fresno Street
Fresno, CA 93721

City of Clovis
1033 Fifth Street
Clovis, CA 93612

Exhibit "B"

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
Basins Connected to the Surface Water Delivery System			
A	Floradora & Maple	North Side of basin	Braly Canal
D	Forkner & Barstow	SWC of Basin J	Basin J
J	Bullard & Forkner	Van Ness and Bullard	E-2 Canal
K	Shaw & Santa Fe	Van Ness and Stuart	E-2 Canal
L	Blackstone & San Jose	Browning and Orchard	Funch Ditch
N	Escalon & Fresno	Escalon & Fresno	Enterprise Holland Colony Canal
O	First & Bullard	Browning and Orchard	Funch Ditch
P	Cedar & Bullard	SEC Basin CM	Helm Canal
R	Chestnut & Shepherd	NEC of basin	Teague Ditch
S	Ashlan & Peach	Westside of basin	Gould Canal
T	Peach-Shields Connector	SWC Basin S	Gould Canal
U	Chestnut & Dakota	SWC Basin S	Gould Canal
W	Minnewawa & Harvey	Olive and Minnewawa	Mill Ditch
Y	Kings Canyon & Adler	Kings Canyon & Adler	Ventura #13
Z	Kings Canyon & Maple	Kings Canyon & Adler	Ventura #13
CC	Clark & Floradora	Clark & Floradora	Dry Creek
DD ₂	Palm & Dakota	Palm and Dakota	Herndon Canal
EE	McKinley & West	McKinley and West	Cole Ditch
EE	McKinley & West	Van Ness and Herndon Canal	Herndon Canal
FF	Kearney & West	Thorne and Oleander	Fanning Ditch
GG	Maple & Florence	California and Chance	Braly Canal
HH	Commerce w/o Maple	North and Golden State	Fresno Colony Canal
II ₁	Grove e/o Fig	San Benito and "B" Street	Braly Canal
II ₂	n/o Church, e/o Orange	California and Orange	Braly Canal
JJ	McKinley btwn 8th & 9th	NEC of basin	Mill Ditch
KK	Elm n/o Annadale	Elm and Fresno Colony Canal	Fresno Colony Canal
LL	Annadale e/o Cherry	SE of Jensen and Fwy 99	Fresno Colony Canal
MM	Ashlan w/o Hughes	Hughes and Herndon Canal	Herndon Canal

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
OO	West & Lorena	SEC of basin	Fanning Ditch
RR ₁	Nielson & Teilman	NEC of basin	Dry Creek
RR ₂	Belmont Circle	Fulton and La Sierra	Dry Creek
RR ₃	Whitesbridge and West	Eastside of basin	Dry Creek
TT ₁	Jensen & West	SEC of Basin OO	Fanning Ditch
UU ₂	w/o 99, s/o Pine	Olive and Fwy 99	Cole Ditch
UU ₃	Marks & Dudley	Marks and Houghton Canal	Houghton Canal
XX	Hughes s/o McKinley	Basin EE pump station	Basin EE
ZZ	Dry Creek & Crystal	SEC of basin	Dry Creek
AB	Palo Alto & Marks	Marks and Herndon	Bullard Canal
AC	Escalon & Bullard	Herndon and Brawley	Bullard Canal
AD	Valentine & Escalon: Figarden Loop	Valentine and Magill	E-4 Canal
AE	Barstow & Santa Fe	SEC Marty and Browning	Ditch No. 514
AF	Marty s/o Shaw	NWC of basin	Herndon Canal
AG	Valentine & Ashlan	Ashlan and Feland	Victoria Ditch
AH ₂	Gettysburg & Cornelia	Fwy 99 and Blythe Alignment	Lisenby Ditch
AJ	Ashlan w/o Cornelia	Ashlan and Polk	Teague School Ditch
AK	Dakota & Polk	Basin AJ pump station	Basin AJ
AL	Brawley & Clinton	Shields and Brunswick	Tracy Ditch
AL	Brawley & Clinton	SEC of basin	Victoria West Branch
AO	Belmont & Blythe	Southside of basin	Houghton Canal
AZ	Chestnut & Golden State	SWC of basin	Central Canal
BC	Teague and Willow	SWC of Willow Teague	Maupin Ditch
BE	w/o Willow, n/o Cherry	Peach and Central Canal	Fresno Colony Canal FID/City of Fresno Chestnut Basin
BF	Chestnut & Byrd	SEC of basin	Basin
BH	Clovis & Church	Fancher Creek w/o Basin BH	Fancher Creek
BM	Fowler and California	Butler e/o Temperance	Briggs Canal
BO	Fowler and Fancher Creek	Fowler n/o Fancher Creek	Eisen Ditch

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
BT	Nees & Marion	West of SWC of basin	Dry Creek
BU	Clovis, s/o Clinton	Clinton and Sunnyside	Tarpey Ditch East
BV	Fowler, n/o Shields	SEC of basin	Tarpey Ditch East
BW	Clovis & Dakota	Fowler and Dakota	Tarpey Ditch East
BZ	Cedar and Copper	Chestnut Alignment at Enterprise Canal	Enterprise Canal
CL	Willow & Escalon	SWC of basin	Helm Canal
CM	Cedar & Palo Alto	SEC of basin	Helm Canal
CN	First & Herndon	Herndon and Fir	Enterprise-Holland Colony Canal
CO ₂	Herndon & Maroa	Herndon & Maroa	Bullard Canal
CW	Fresno & Nees	First and Nees	Enterprise Canal
CW	Fresno & Nees	Friant and Fresno	Forkner Ditch
CX	Nees & Millbrook	Omaha and Eighth Street	Enterprise Canal
CY	Alluvial, w/o Cedar	Alluvial and Sierra Vista	Enterprise Canal
CZ	s/o Nees, e/o Chestnut	NEC of basin	Maupin West Branch
CZ	s/o Nees, e/o Chestnut	Herndon and Minnewawa	Helm Colonial Canal
DH ₁	Maroa & Cromwell	Nees and Ingram	Forkner Ditch
EF	Cornelia & Browning	Bullard and Barcus	Bullard Canal
EG	Spruce and Hayes	Dante and Escalon	Bullard Canal
EL	99 & Herndon Canal	SEC of basin	Herndon Canal
1E	Ashlan and Stanford	NWC of basin	Gould Canal
1G	Temperence and Gould Canal	SEC of basin	Gould Canal
2D	e/o Clovis s/o Gettysburg	SEC of basin	Gould Canal
3A	Shaw and Helm	NWC of basin	Dry Creek
3D	Sunnyside and Hobblit	Sunnyside Ave.	Clovis South Branch
3D	Sunnyside and Hobblit	Shaw and Cole	Jefferson Canal
3F	Shaw and Laverne	Southside of basin	Dawson Canal
4E	Bullard and Fowler	NEC of basin	Clovis South Branch
5B/5C	Sierra and Hwy 168	Minnewawa Ave.	Dry Creek

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
5F	Fowler/Escalon	Fowler/Escalon	Clovis South Branch
6D	Sierra e/o Clovis	Sunnyside and Herndon	Clovis West Branch
7C	Alluvial and Clovis	Alluvial e/o Clovis	Dry Creek
7D	Fowler and Fwy 168	Fwy 168 and Ash	Clovis #115

Basins Not Connected to Surface Water Delivery System

X	Willow and Belmont	Uncertain
AA	Blackstone and Holland	Basin L
NN	Church and Valentine	Dry Creek
SS	Annadale and Walnut	Fresno Colony Canal
AI	Gettysburg and Hayes	Herndon Canal
AN	n/o Olive, e/o Cornelia	Tracy Ditch
AQ	Peach and Perrin	Enterprise Canal
AS/AT	California and Valentine	Uncertain
AW ₁	Orange s/o North	North Central Canal
AW ₂	North e/o Cherry	North Central Canal
AY	n/o Central w/o Cedar	Central Canal
BD	s/o Jensen w/o Peach	Uncertain
BDCDB	Hwy 168, s/o Ashlan	Dry Creek
BJ	n/o Central, e/o Maple	Central Canal
BK	Clovis, s/o Kings Canyon	Fancher Creek
BL	s/o Church w/o Armstrong	Uncertain
BQ	Belmont and Fowler	Eisen Ditch
BS	McKinley and Fowler	Mill Ditch
CF	Peach & Central	Washington Canal
CH	Mckinley and Bryan	Uncertain
CI	McKinley e/o Polk	Tracy Ditch
CK	McKinley and Bryan	Uncertain
CQ	Fruit s/o North	North Central Canal

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
CU	North e/o Willow		Uncertain
CS	Fruit & North		Washington Canal
CV	Willow & Central		Washington or Basin AZ
DE	Cedar & Copper		Enterprise Canal
DG	Scout Island		Uncertain
DI	Bluff Avenue		Uncertain
DL	Minnewawa s/o International		Enterprise Canal
DM	Copper and Minnewawa		Enterprise Canal
DO	Locan and Dakota		Gould Canal
EH	Golden State and Herndon		Uncertain
EI	SJR and Garfield alinmnt.		Uncertain
EJ	Garfield n/o Bullard		Uncertain
EM	Barstow, w/o Grantland		Herndon Canal
3G	Barstow and Locan		Enterprise Canal
4B	w/o Villa n/o Barstow		Dry Creek
4D	e/o Clovis n/o Barstow		
7H	Temperance and Sierra		Uncertain

**CITY OF FRESNO FMFCD BASINS
MONTHLY REPORT (AC.FT.)
2006**

FMFCD BASINS IN FRESNO	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YEAR TO DATE
Basin A													
Basin AB													
Basin AC													
Basin AD													
Basin AE													
Basin AF													
Basin AG													
Basin AH													
Basin AJ													
Basin AL													
Basin AO													
Basin AZ													
Basin BE													
Basin BF													
Basin BH													
Basin BO													
Basin BU													
Basin BV													
Basin BW													
Basin BZ													
Basin CC													
Basin CL													
Basin CM													
Basin CN													
Basin CO2													
Basin CW													
Basin CX													
Basin CY													
Basin CZ													
Basin DD													
Basin DH													
Basin EE													
Basin EF													
Basin EG													

**CITY OF FRESNO FMFCD BASINS
MONTHLY REPORT (AC.FT.)
2006**

FMFCD BASINS IN FRESNO	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YEAR TO DATE
Basin EL													
Basin FF													
Basin GG													
Basin HH													
Basin II1													
Basin II2													
Basin J													
Basin JJ													
Basin K													
Basin KK													
Basin L													
Basin LL													
Basin MM													
Basin N													
Basin O													
Basin OO													
Basin P													
Basin R													
Basin RR1													
Basin RR2													
Basin RR3													
Basin S													
Basin TT													
Basin U													
Basin UU2													
Basin UU3													
Basin W													
Basin Y													
Basin Z													
Basin ZZ													
Fresno's FMFCD Total													

**CITY OF FRESNO RECHARGE
MONTHLY REPORT (AC.FT.)
2006**

OTHER FRESNO RECHARGE	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YEAR TO DATE
Leaky Acres													
Woodward Park													
Fresno State													
Copper River Country Club													
Big Dry Detention													
Chestnut Ave. Basin													
North Central Basin													
Kearney Basin													
Big Dry Creek West of Winery Ave.													
Delivery System Recharge Fresno													
Copper River Country Club total is the amount exceeding the Phillips Ditch entitlement of 100 ac ft per month (during FID's irrigation season).													
Basin BF Water comes from Chestnut Ave. Basin													
Fresno's Total Recharge													
Fresno's SWTP													
Fresno's Total Usage													

**CITY OF CLOVIS FMFCD BASINS
MONTHLY REPORT (AC.FT.)
2005-2006**

FMFCD BASINS IN CLOVIS	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	YEAR TO DATE
Basin 1-E													
Basin 1-G													
Basin 2-D													
Basin 3-A													
Basin 3-D													
Basin 3-F													
Basin 4-E													
Basin 5-F													
Basin 5-B/5-C													
Basin 6-D													
Basin 7-C													
Basin BT													
Clovis's FMFCD Total													

OTHER CLOVIS RECHARGE

Clovis Marion Basins													
Big Dry Creek East of Winery Ave.													
Delivery System Recharge Clovis													
Clovis's Total Recharge													
Clovis's SWTP													
Clovis's Total Usage													

Fresno/Clovis FMFCD Recharge Total													
Fresno/Clovis Combined Total Recharge													
Fresno/Clovis Combined Water Usage													

OPERATIONAL GUIDELINES

Many of the Basins have poles installed with colored marking that identify the water elevation. These poles are marked in one foot (1') increments descending from the highwater level of the basin. A nine-inch wide red band is placed such that the top of the red band equals the highwater level of the Basin, which is also the top of curb elevation of the lowest drain inlet. The bottom of the red band is the gutter pan elevation of the lowest drain inlet and also the elevation at which water surfaces into the street at the low inlet. The Operation's Engineer of FMFCD will provide FID written notice during the calendar year of each Basin that is authorized to accept the delivery of surface water and the maximum elevation relative to the pole markings or other elevation reference in the Basin. The maximum authorized level may vary throughout the year and reference a given distance below the bottom of the red band or other reference. Therefore, the greater the distance below the bottom of the red band or reference point, the lesser the elevations. Parties hereto acknowledge, and will use as reference for reporting purposes, that the target operational elevation in the basins is one (1) foot below the maximum authorized level.

The maximum recharge elevation permitted by the FMFCD will not be less than three feet (3') below the bottom of the red band; however, many basins will be authorized for groundwater recharge only to greater distances below the bottom of the red band due to storage capacity needs in the basin, construction projects in/near the basin, or maintenance activities.

Basins that are not equipped with a recharge pole will be authorized for groundwater recharge with a stake and/or chalk line on the side slope of the basin. The bottom of the stake and/or chalk line represents the maximum permitted recharge level in the basin; however, seasonal capacity needs, construction or maintenance activities may limit authorization to lesser levels.

FID shall limit the rate of delivery to the capacity available within the Recharge Facility and reduce and/or eliminate delivery when rainfall occurs. FID and FMFCD operational staffs shall consult one another and document basins to be shut-off when measurable rainfall is forecasted. FMFCD shall notify FID in writing when water deliveries are to be terminated or when maximum water levels are to be less than those previously authorized. At all times, FID shall terminate deliveries, when FID can not confidently determine the discharge capacity is available in the Recharge Facility. Water deliveries are automatically deauthorized annually as of November 1 of each year.

The availability of Facilities and Basins for use for groundwater recharge purposes is at the sole discretion of the FMFCD.

Exhibit "E"

Groundwater Recharge Agreement with
Fresno Irrigation District,
First Amendment dated
April 12, 2007

**FIRST AMENDMENT TO AGREEMENT FOR USE OF BASINS FOR
GROUNDWATER RECHARGE**

THIS AMENDMENT TO AGREEMENTS is made and entered into this 12th day of April, 2007, by and between the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, a public corporation, hereinafter referred to as "FMFCD," and the FRESNO IRRIGATION DISTRICT, hereinafter referred to as "FID."

WHEREAS, FMFCD and FID entered into Agreement for Use of Basins for Groundwater Recharge on January 25, 2007; and

WHEREAS, FMFCD and FID desire to amend the exhibits of the Agreement to include Basin "CS" in the groundwater recharge program; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by each of the parties hereto, IT IS HEREBY AGREED as follows:

1. Exhibits "A" and "C" of the Agreement are hereby replaced with the attached Exhibits "A", Recharge Basins, that includes Basin "CS" and Exhibit "C", Canal Turnouts, Intertie Locations, and Basin Locations, that includes Basin "CS".

2. In all other respects, said Agreements shall remain unchanged and of full force and effect.

IN WITNESSETH WHEREOF, the parties hereto have executed this Amendment as of the day and year of first hereinabove written.

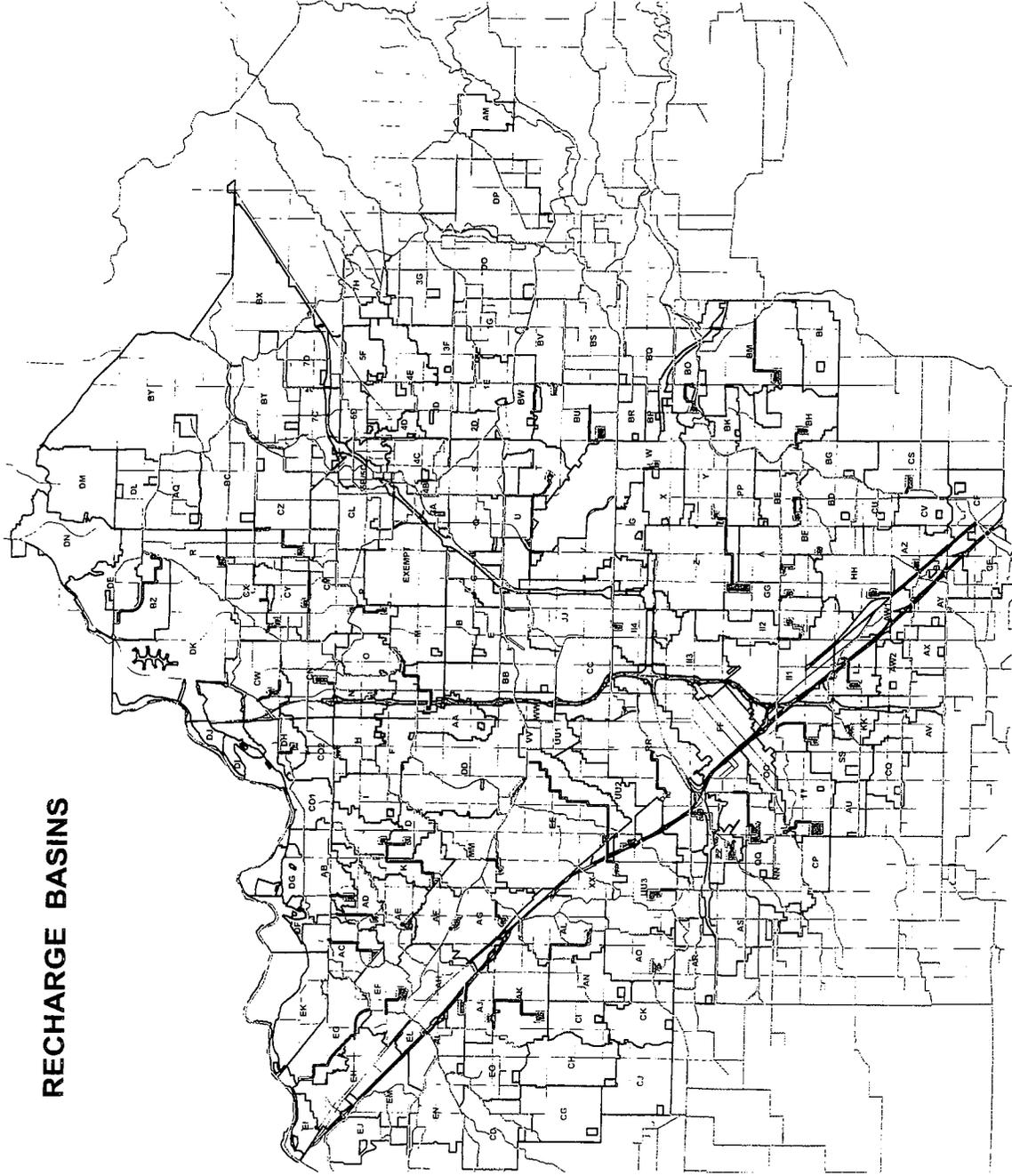
Fresno Metropolitan Flood
Control District
5469 East Olive Avenue
Fresno, California 93727

Fresno Irrigation District
2907 South Maple Avenue
Fresno, California 93725-2218

BY Bob Van Wyk
Bob Van Wyk
General Manager-Secretary

BY Gary R. Serrato
Gary R. Serrato
General Manager

RECHARGE BASINS



- COPPER
- INTERNATIONAL
- BETHMER
- PSBRN
- SHEPHERD
- FRAGUE
- NEES
- ALLOWAY
- HERNDON
- SIERRA
- BILLARD
- BARLOW
- THAW
- GETTYSBURG
- ASHLAN
- DANOTA
- SHIELDS
- CLINTON
- MCKINLEY
- OLIVE
- BEAUMONT
- NELSON
- WHITES BRIDGE
- HADSON
- CALIFORNIA
- CHURCH
- JENKIN
- ANNADALE
- NORTH
- MUSCAT
- CENTRAL
- NALAGA
- AMERICAN

- GARRIELO
- GRANTLAND
- GRAN
- KAVES
- POLA
- CONNELIA
- BLYTHE
- BRAWLEY
- VALENTINE
- MARKS
- HUGHES
- WEST
- FRUIT
- WALNUT
- MARTIN LUTHER KING
- ELVA
- CHERRY
- EAST
- ORANGE
- CEGAR
- MAPLE
- CHESTNUT
- WILLOW
- PEACH
- WINNEMAWA
- CLOVIS
- SUNNYSIDE
- FOWLER
- ARMSTRONG
- TEREFANCE
- LOCAN
- DEWOLF
- LEONARD
- HIGHLAND
- THOMPSON
- MC CALL

Legend

- DISTRICT STORM DRAIN USED TO CONVEY RECHARGE WATER TO RECHARGE FACILITIES
- RECHARGE BASINS
- WATERWAYS



EXHIBIT "A"

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
Basins Connected to the Surface Water Delivery System			
A	Floradora & Maple	North Side of basin	Braly Canal
D	Forkner & Barstow	SWC of Basin J	Basin J
J	Bullard & Forkner	Van Ness and Bullard	E-2 Canal
K	Shaw & Santa Fe	Van Ness and Stuart	E-2 Canal
L	Blackstone & San Jose	Browning and Orchard	Funch Ditch
N	Escalon & Fresno	Escalon & Fresno	Enterprise Holland Colony Canal
O	First & Bullard	Browning and Orchard	Funch Ditch
P	Cedar & Bullard	SEC Basin CM	Helm Canal
R	Chestnut & Shepherd	NEC of basin	Teague Ditch
S	Ashlan & Peach	Westside of basin	Gould Canal
T	Peach-Shields Connector	SWC Basin S	Gould Canal
U	Chestnut & Dakota	SWC Basin S	Gould Canal
W	Minnewawa & Harvey	Olive and Minnewawa	Mill Ditch
Y	Kings Canyon & Adler	Kings Canyon & Adler	Ventura #13
Z	Kings Canyon & Maple	Kings Canyon & Adler	Ventura #13
CC	Clark & Floradora	Clark & Floradora	Dry Creek
DD ₂	Palm & Dakota	Palm and Dakota	Herndon Canal
EE	McKinley & West	McKinley and West	Cole Ditch
EE	McKinley & West	Van Ness and Herndon Canal	Herndon Canal
FF	Kearney & West	Thorne and Oleander	Fanning Ditch
GG	Maple & Florence	California and Chance	Braly Canal
HH	Commerce w/o Maple	North and Golden State	Fresno Colony Canal
II ₁	Grove e/o Fig	San Benito and "B" Street	Braly Canal
II ₂	n/o Church, e/o Orange	California and Orange	Braly Canal
JJ	McKinley btwn 8th & 9th	NEC of basin	Mill Ditch
KK	Elm n/o Annadale	Elm and Fresno Colony Canal	Fresno Colony Canal
LL	Annadale e/o Cherry	SE of Jensen and Fwy 99	Fresno Colony Canal
MM	Ashlan w/o Hughes	Hughes and Herndon Canal	Herndon Canal

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
OO	West & Lorena	SEC of basin	Fanning Ditch
RR ₁	Nielson & Teilman	NEC of basin	Dry Creek
RR ₂	Belmont Circle	Fulton and La Sierra	Dry Creek
RR ₃	Whitesbridge and West	Eastside of basin	Dry Creek
TT ₁	Jensen & West	SEC of Basin OO	Fanning Ditch
UU ₂	w/o 99, s/o Pine	Olive and Fwy 99	Cole Ditch
UU ₃	Marks & Dudley	Marks and Houghton Canal	Houghton Canal
XX	Hughes s/o McKinley	Basin EE pump station	Basin EE
ZZ	Dry Creek & Crystal	SEC of basin	Dry Creek
AB	Palo Alto & Marks	Marks and Herndon	Bullard Canal
AC	Escalon & Bullard	Herndon and Brawley	Bullard Canal
AD	Valentine & Escalon: Figarden Loop	Valentine and Magill	E-4 Canal
AE	Barstow & Santa Fe	SEC Marty and Browning	Ditch No. 514
AF	Marty s/o Shaw	NWC of basin	Herndon Canal
AG	Valentine & Ashlan	Ashlan and Feland	Victoria Ditch
AH ₂	Gettysburg & Cornelia	Fwy 99 and Blythe Alignment	Lisenby Ditch
AJ	Ashlan w/o Cornelia	Ashlan and Polk	Teague School Ditch
AK	Dakota & Polk	Basin AJ pump station	Basin AJ
AL	Brawley & Clinton	Shields and Brunswick	Tracy Ditch
AL	Brawley & Clinton	SEC of basin	Victoria West Branch
AO	Belmont & Blythe	Southside of basin	Houghton Canal
AZ	Chestnut & Golden State	SWC of basin	Central Canal
BC	Teague and Willow	SWC of Willow Teague	Maupin Ditch
BE	w/o Willow, n/o Cherry	Peach and Central Canal	Fresno Colony Canal FID/City of Fresno Chestnut Basin
BF	Chestnut & Byrd	SEC of basin	Basin
BH	Clovis & Church	Fancher Creek w/o Basin BH	Fancher Creek
BM	Fowler and California	Butler e/o Temperance	Briggs Canal
BO	Fowler and Fancher Creek	Fowler n/o Fancher Creek	Eisen Ditch

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
BT	Nees & Marion	West of SWC of basin	Dry Creek
BU	Clovis, s/o Clinton	Clinton and Sunnyside	Tarpey Ditch East
BV	Fowler, n/o Shields	SEC of basin	Tarpey Ditch East
BW	Clovis & Dakota	Fowler and Dakota	Tarpey Ditch East
BZ	Cedar and Copper	Chestnut Alignment at Enterprise Canal	Enterprise Canal
CL	Willow & Escalon	SWC of basin	Helm Canal
CM	Cedar & Palo Alto	SEC of basin	Helm Canal
CN	First & Herndon	Herndon and Fir	Enterprise-Holland Colony Canal
CO ₂	Herndon & Maroa	Herndon & Maroa	Bullard Canal
CS	Fruit & North	NWC of basin	Washington Canal
CW	Fresno & Nees	First and Nees	Enterprise Canal
CW	Fresno & Nees	Friant and Fresno	Forkner Ditch
CX	Nees & Millbrook	Omaha and Eighth Street	Enterprise Canal
CY	Alluvial, w/o Cedar	Alluvial and Sierra Vista	Enterprise Canal
CZ	s/o Nees, e/o Chestnut	NEC of basin	Maupin West Branch
CZ	s/o Nees, e/o Chestnut	Herndon and Minnewawa	Helm Colonial Canal
DH ₁	Maroa & Cromwell	Nees and Ingram	Forkner Ditch
EF	Cornelia & Browning	Bullard and Barcus	Bullard Canal
EG	Spruce and Hayes	Dante and Escalon	Bullard Canal
EL	99 & Herndon Canal	SEC of basin	Herndon Canal
1E	Ashlan and Stanford	NWC of basin	Gould Canal
1G	Temperence and Gould Canal	SEC of basin	Gould Canal
2D	e/o Clovis s/o Gettysburg	SEC of basin	Gould Canal
3A	Shaw and Helm	NWC of basin	Dry Creek
3D	Sunnyside and Hobblit	Sunnyside Ave.	Clovis South Branch
3D	Sunnyside and Hobblit	Shaw and Cole	Jefferson Canal
3F	Shaw and Laverne	Southside of basin	Dawson Canal
4E	Bullard and Fowler	NEC of basin	Clovis South Branch

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
5B/5C	Sierra and Hwy 168	Minnewawa Ave.	Dry Creek
5F	Fowler/Escalon	Fowler/Escalon	Clovis South Branch
6D	Sierra e/o Clovis	Sunnyside and Herndon	Clovis West Branch
7C	Alluvial and Clovis	Alluvial e/o Clovis	Dry Creek
7D	Fowler and Fwy 168	Fwy 168 and Ash	Clovis #115

Basins Not Connected to Surface Water Delivery System

X	Willow and Belmont	Uncertain
AA	Blackstone and Holland	Basin L
NN	Church and Valentine	Dry Creek
SS	Annadale and Walnut	Fresno Colony Canal
AI	Gettysburg and Hayes	Herndon Canal
AN	n/o Olive, e/o Cornelia	Tracy Ditch
AQ	Peach and Perrin	Enterprise Canal
AS/AT	California and Valentine	Uncertain
AW ₁	Orange s/o North	North Central Canal
AW ₂	North e/o Cherry	North Central Canal
AY	n/o Central w/o Cedar	Central Canal
BD	s/o Jensen w/o Peach	Uncertain
BDCDB	Hwy 168, s/o Ashlan	Dry Creek
BJ	n/o Central, e/o Maple	Central Canal
BK	Clovis, s/o Kings Canyon	Fancher Creek
BL	s/o Church w/o Armstrong	Uncertain
BQ	Belmont and Fowler	Eisen Ditch
BS	McKinley and Fowler	Mill Ditch
CF	Peach & Central	Washington Canal
CH	Mckinley and Bryan	Uncertain
CI	McKinley e/o Polk	Tracy Ditch
CK	McKinley and Bryan	Uncertain

Canal Turnouts, Intertie Locations, and Basin Locations

Drainage Area	Basin Location	Turnout Location	Source of Recharge Water
CQ	Fruit s/o North		North Central Canal
CU	North e/o Willow		Uncertain
CV	Willow & Central		Washington or Basin AZ
DE	Cedar & Copper		Enterprise Canal
DG	Scout Island		Uncertain
DI	Bluff Avenue		Uncertain
DL	Minnewawa s/o International		Enterprise Canal
DM	Copper and Minnewawa		Enterprise Canal
DO	Locan and Dakota		Gould Canal
EH	Golden State and Herndon		Uncertain
EI	SJR and Garfield alinmnt.		Uncertain
EJ	Garfield n/o Bullard		Uncertain
EM	Barstow, w/o Grantland		Herndon Canal
3G	Barstown and Locan		Enterprise Canal
4B	w/o Villa n/o Barstow		Dry Creek
4D	e/o Clovis n/o Barstow		
7H	Temperance and Sierra		Uncertain