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Irrigation and M&I  
R.O. 10/31-2001  
Rev. R.O. 11/01-2001  
Rev. R.O. 11/12-2002  
Contract No.  
14-06-200-8238A-IR7

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
Central Valley Project, California

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INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,  
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,  
AND  
PIXLEY IRRIGATION DISTRICT  
PROVIDING FOR PROJECT WATER SERVICE

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THIS CONTRACT, made this 24<sup>th</sup> day of April, 2003, in  
pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory  
or supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as  
amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,  
1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and  
Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to  
as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred  
to as the United States, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF  
CALIFORNIA, hereinafter referred to as DWR, and PIXLEY IRRIGATION DISTRICT, hereinafter  
referred to as the Contractor, a public agency of the State of California, duly organized, existing, and  
acting pursuant to the laws thereof, with its principal place of business in Pixley, California;

27 WITNESSETH, That:

28 EXPLANATORY RECITALS

29 WHEREAS, the United States, DWR, and the Contractor entered into an interim  
30 renewal contract identified as Contract No. 14-06-200-8238A-IR6, hereinafter referred to as the  
31 Existing Interim Renewal Contract, which provided for the continued water service to the  
32 Contractor from March 1, 2002, through February 28, 2003; and

33 WHEREAS, the United States, DWR, and the Contractor believe that further  
34 negotiations on the long-term renewal contract would be beneficial and mutually commit to  
35 continue to negotiate to seek to reach agreement, and the Contractor has requested a subsequent  
36 interim renewal contract pursuant to Article 2 (b)(1) of Interim Renewal Contract  
37 No. 14-06-200-8238A-IR5; and

38 WHEREAS, the United States has determined that the Contractor has to date  
39 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

40 WHEREAS, the United States is willing to renew the Existing Interim Renewal  
41 Contract pursuant to the terms and conditions set forth below;

42 NOW, THEREFORE, in consideration of the mutual and dependent covenants  
43 herein contained, it is hereby mutually agreed by the parties hereto as follows:

44 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

45 1. The terms and conditions of the Existing Interim Renewal Contract are hereby  
46 incorporated by reference into this Contract with the same force and effect as if they were  
47 included in full text with the exception of Article 1 thereof, which is revised as follows:

48 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim  
49 Renewal Contract is modified as follows: “This interim renewal contract shall be effective from  
50 March 1, 2003, and shall remain in effect through February 29, 2004, and thereafter will be

51 renewed as described in Article 2(a) of Interim Renewal Contract No. 14-06-200-8238A-IR5 if a  
52 long-term renewal contract has not been executed with an effective commencement date of  
53 March 1, 2004.”

54 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is  
55 amended by deleting the date “February 15, 2003,” and replacing same with the date  
56 “February 15, 2004.”

57 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is  
58 amended by deleting the dates “February 1, 2003,” “February 15, 2003,” and “February 28,  
59 2003,” and replacing same with the dates “February 1, 2004,” “February 15, 2004,” and  
60 “February 29, 2004,” respectively.

61 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal  
62 contract as of the day and year first above written.

63 APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY  
*/s/ James E. Turner*  
OFFICE OF REGIONAL SOLICITOR  
DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA

64 By: /s/ Susan L. Ramos  
65 For Regional Director, Mid-Pacific Region  
66 Bureau of Reclamation

67 Approved as to Legal Form and  
68 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA

69 /s/ Peggy Bernardy  
70 Chief, Counsel,  
71 Department of Water Resources

By: /s/ Thomas M. Hannigan  
Director  
Department of Water Resources

72 (SEAL)

PIXLEY IRRIGATION DISTRICT

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75 Attest:

By: /s/ Thewis Atsma  
President of the Board of Directors

76 /s/ Daniel Vink  
77 Secretary