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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

13 FIREBAUGH CANAL WATER DISTRICT and) CV-F-88-634-LJO/DLB
14 CENTRAL CALIFORNIA IRRIGATION DISTRICT,) CV-F-91-048-LJO/DLB
15) (Partially Consolidated)
16 Plaintiffs,)

17 v.)

18 UNITED STATES OF AMERICA, *et al.*,)

19 Defendants, and)

20 WESTLANDS WATER DISTRICT, *et al.*,)

21 Defendants-in-Intervention.)
22)

23 Since October 2013, Federal Defendants have advised the Court in periodic status reports
24 of discussions between the United States and defendant Westlands Water District (“Westlands”)
25 over a potential settlement regarding the provision of drainage service within Westlands’
26 boundaries. *See* ECF No. 967 at 6; 974 at 3-4; 980 at 3-4; 1000 at 3-4. Federal Defendants are
27 now pleased to report to the Court that, on September 15, 2015, the United States and Westlands
28 executed a Settlement Agreement concerning the management of drainage service within

1 Westlands and the settlement of litigation over drainage service to Westlands. As will appear
2 from the Settlement Agreement and attachments, implementation of the Settlement will depend
3 upon the enactment of authorizing federal legislation. A true and correct copy of the executed
4 Settlement Agreement with attachments is attached hereto for the Court's information. The
5 United States and Westlands are preparing a joint motion that we intend to file by September 23,
6 2015, addressing further proceedings regarding the provision of drainage service in Westlands.

7 Respectfully submitted this 16th day of September, 2015, by:

8
9 OF COUNSEL:

JOHN C. CRUDEN

Assistant Attorney General

Environment and Natural Resources Division

10 SHELLY V. RANDEL

Attorney-Advisor

11 Office of the Solicitor

12 Department of the Interior

Washington, D.C.

/s/ Stephen M. Macfarlane

STEPHEN M. MACFARLANE

Senior Attorney

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15 Pacific Southwest Region

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16 Sacramento, California

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18 Attorneys for Federal Defendants
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CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2015, I electronically filed the “Federal Defendants’ Notice of Filing Settlement Agreement” with the Clerk of Court using the ECF system, which automatically will send email notification to the attorneys of record.

/s/ Stephen M. Macfarlane

STEPHEN M. MACFARLANE

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Attachment

**AGREEMENT BETWEEN THE UNITED STATES AND WESTLANDS WATER
DISTRICT**

August 2015

For the purpose of disposing of all further judicial, administrative, and contractual claims without there being any trial or adjudication of any issue of law or fact, and without constituting an admission of liability on the part of any party, and for no other purpose, Westlands Water District (“Westlands”) and the United States (collectively, “the Parties”) stipulate and agree as follows:

1. On June 3, 1960, Congress approved the San Luis Act, Pub. L. No. 86-488, 74 Stat. 156, authorizing the construction of and operation of the San Luis Unit of the Central Valley Project.

2. On June 5, 1963, Westlands entered into a water service contract, Contract No. 14-06-200-495-A (Contract Between The United States And Westlands Water District Providing For Water Service) (“1963 Water Service Contract”), with the Department of the Interior Bureau of Reclamation (Reclamation) pursuant to section 9(e) of the Reclamation Project Act of 1939, and the parties have subsequently entered into interim renewal contracts (collectively, “water service contract and any interim renewals thereof”).

3. On April 1, 1965, Westlands entered into a construction repayment contract, Contract No. 14-06-200-2020A (Contract Between The United States And Westlands Water District Providing For The Construction Of A Water Distribution And Drainage Collector System), with Reclamation pursuant to section 9(d) of the Reclamation Project Act of 1939 (“1965 Repayment Contract”).

4. On February 4, 2000, the United States Court of Appeals for the Ninth Circuit held that section 1(a) of the San Luis Act requires the Secretary of the Interior (“the Secretary”) to provide drainage to the San Luis Unit, while subsequent Congressional enactments left the Secretary with discretion as to the means of satisfying this requirement. *Firebaugh Canal Co. v. United States*, 203 F.3d 568 (9th Cir. 2000).

5. On December 18, 2000, the United States District Court for the Eastern District of California entered an Order Modifying Partial Judgment on Findings of Fact and Conclusions of Law Re: Statutory Duty to Conform to Ninth Circuit Opinion in *Firebaugh Canal Water Dist. v. United States*, Case No. F-88-cv-634-OWW (E.D. Cal.), directing that the Secretary “shall, without delay, provide drainage to the San Luis Unit pursuant to the statutory duty imposed by section 1(a) of the San Luis Act.”

6. On March 9, 2007, Reclamation’s Mid-Pacific Region issued a Record of Decision selecting a drainage service plan for the San Luis Unit. Reclamation has begun implementing that Record of Decision in a portion of the central sub-unit of Westlands under control schedules provided to the district court and the parties and pursuant to further orders of the district court in the *Firebaugh* litigation.

7. On September 2, 2011, certain landowners within the Westlands service area filed a putative class action in the United States Court of Federal Claims (*Etchegoinberry, et al. v. United States*, No.11-564L (Fed. Cl.)) (“*Etchegoinberry*”),

alleging that the United States' failure to provide drainage service to their lands effected a physical taking of their property without just compensation in violation of the Fifth Amendment.

8. On January 12, 2012, Westlands filed a breach of contract action in the United States Court of Federal Claims (*Westlands Water District v. United States*, No. 12-12C (Fed. Cl.)), alleging that the United States' failure to provide drainage service to Westlands' service area constituted a breach of Westlands' water service contracts and 1965 Repayment Contract. On January 15, 2013, the Court of Federal Claims granted the United States' motion to dismiss. Westlands appealed to the United States Court of Appeals for the Federal Circuit (Fed. Cir. 13-5069).

9. The United States and Westlands subsequently entered into negotiations designed to amicably resolve the parties' claims related to drainage service and have now agreed to settle the above disputes as follows, with each party to bear its own costs, attorney fees, and expenses:

(a) Upon execution of this Settlement Agreement ("Agreement"), Westlands shall cooperate in good faith with the United States in seeking a settlement of *Etchegoinberry*. Unless otherwise agreed to in writing, Westlands and the United States agree that the terms of a proposed settlement of *Etchegoinberry* shall include provisions for the following:

(i) a mutually agreed-upon procedure, whether through class action, joinder, or other means, for settling *Etchegoinberry*;

(ii) if warranted, the conditional intervention by Westlands in *Etchegoinberry* for the limited purpose of settlement;

(iii) the payment of compensation by Westlands to owners of land within Westlands' service area affected by the alleged failure of the United States to provide drainage service;

(iv) subject to final approval, the execution of a settlement agreement contingent upon the enactment of Enabling Legislation;

(v) upon satisfaction of the foregoing terms in this sub-paragraph 9(a), and any other term or terms which may be mutually agreed-upon, the entry of judgment and dismissal with prejudice of all claims asserted, or that could have been asserted, in *Etchegoinberry*; and

(vi) Upon execution of this Agreement, Westlands shall use its best efforts to obtain a release, waiver and abandonment of all past, present and future claims of each landowner within its service area against the United States arising from the alleged failure by the United States to provide drainage service, including, but not limited to, the claims alleged in *Etchegoinberry*. Each release, waiver, and abandonment becomes effective only upon the execution of the 9(d) repayment contract

referenced in paragraph 9(c) (“the 9(d) Repayment Contract”). Upon execution of the 9(d) Repayment Contract, Westlands further agrees to save, hold harmless, and indemnify the United States for all claims described in this paragraph 9(a). Westlands’ payment of all such indemnifiable costs, including expenses, attorneys fees, and damages of any kind, shall be due within 180 days of the United States invoicing Westlands.

(b) Within 28 days of the enactment of the Enabling Legislation referenced in paragraph 10 and provided that no party to this Agreement has determined that the Enabling Legislation was enacted with a material change in accordance with paragraph 10,

(i) Westlands agrees to join with the United States in petitioning for the vacatur of the Order Modifying Partial Judgment issued by the *Firebaugh* court referenced in paragraph 5 above, and all subsequent orders directing the United States to implement drainage or control schedules, pursuant to Fed. R. Civ. P. 60(b)(5); and

(ii) Westlands agrees to join with the United States in stipulating to the dismissal of *Westlands Water District v. United States* (Fed. Cl. 12-12C; Fed. Cir. 13-5069) with prejudice.

(c) Upon enactment of Enabling Legislation directing the conversion of Westlands’ contract, the Secretary shall initiate and complete all actions necessary to convert Westlands’ existing water service contract, or any renewal thereof, entered into under section 9(e) of the Reclamation Project Act of August 4, 1939, 43 U.S.C. § 485h(e), to a repayment contract under section 9(d) of said Act, 43 U.S.C. § 485h(d), upon mutually agreeable terms and conditions. Reclamation’s costs in implementing this Agreement shall be recovered in a manner consistent with its policy existing at the time Reclamation undertakes the action. The 9(d) Repayment Contract shall include the following terms:

(i) Westlands shall agree to be responsible for management of drainage water within Westlands’ boundaries, in accordance with federal and state law, and at its own expense and sole liability, and the United States’ obligation to make water available to Westlands under the 9(d) Repayment Contract shall be conditioned on Westlands’ fulfillment of its obligations to manage drainage water within its boundaries.

(ii) The contract total under the 9(d) Repayment Contract shall be 1,193,000 acre- feet per contract year; provided that, during each contract year, subject to the terms and conditions specified in the 9(d) Repayment Contract, the United States shall have the exclusive right to the use of all Central Valley Project (“CVP”) water made available to Westlands in excess of 895,000 acre feet for other Project purposes as determined by the Secretary. For purposes of this Agreement, a “contract year” means the twelve months beginning each March 1.

(iii) Westlands shall agree to wheel CVP water made available to Lemoore Naval Air Station under a water service contract, authorized by the Enabling Legislation referenced in paragraph 10, between the Secretary and the Secretary of the Navy for sufficient CVP water to meet the needs of the Naval Air Station, including irrigation, associated with air operations, and under the same terms and conditions as Westlands delivers water to Westlands' contractors.

(iv) Westlands shall be relieved of all unpaid capitalized construction costs for the CVP allocated to Westlands as of the date of this Agreement, as identified in the Central Valley Project Schedule of Irrigation Allocated Construction Costs per Acre-Foot by Contractor, dated January 23, 2014, and the Central Valley Project Schedule of M&I Allocated Construction Costs per Acre-Foot by Contractor, dated February 26, 2014, as adjusted to reflect payments by Westlands not reflected in such schedule, and properly assignable for ultimate return by the contractor. Upon completion of a subsequent or final allocation of capital construction costs expended by the United States and allocated among long-term water service and repayment contractors prior to the date of this Agreement, Westlands shall neither receive a credit nor incur any additional obligation as a result of the subsequent or final allocation of capital construction costs. Westlands shall likewise be relieved of the remaining balance due to the United States pursuant to the 1965 Repayment Contract. Westlands shall have no obligation to repay any costs incurred by the United States prior to the date of this Agreement for purposes of evaluating, planning, or providing drainage to the San Luis Unit, or future costs incurred to provide drainage service to lands outside of Westlands' boundaries.

(v) Notwithstanding the foregoing subsection (iv), the repayment relief afforded to Westlands in subsection (iv) shall not extend to Westlands' operation and maintenance obligations, whether payable to the United States or to an Operating Non-Federal Entity, or to construction costs or other capitalized costs not yet allocated to or incurred by Westlands as of the date of this Agreement, including, but not limited to, costs attributable to the Folsom Safety of Dams modifications or the B.F. Sisk corrective action study or Safety of Dams modifications, or the repayment of future capital costs incurred after the date of this Agreement. CVP construction costs or other capitalized costs allocated to Westlands after the date of this Agreement, and properly assignable to Westlands, shall be repaid in not more than 5 years after notification of the allocation of such amount of less than \$5,000,000. If such amount is \$5,000,000 or greater, such cost shall be repaid as provided by applicable Reclamation law. Power revenues will not be available to aid in the repayment of construction costs allocated to Westlands.

(vi) Notwithstanding the other subsections of this section 9(c), Westlands agrees that the Secretary shall retain all discretion to make water allocation decisions in the CVP consistent with the requirements of current or future-enacted Federal law, including but not limited to the Federal Endangered Species Act and Federal Reclamation law, including the Central Valley Project

Improvement Act and the Enabling Legislation; as well as all applicable California State Water Resources Control Board requirements, and nothing in this Agreement shall limit such discretion. If there is a condition of shortage in the amount of water available for delivery to Westlands because of the exercise of the Secretary's discretion in allocating water, errors in physical operations of the Project, drought, hydrologic variability, other physical causes beyond the control of the Secretary, or actions taken by the Secretary to meet legal obligations, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom. Except as provided in the Enabling Legislation and this Agreement, conversion of Westlands' contract to a 9(d) Repayment Contract shall not afford Westlands any greater or lesser rights to an annual allocation of water than Westlands would have had if Westlands' 9(e) water service contract and any interim renewals thereof had remained in place.

(d) Upon enactment of the Enabling Legislation referenced in paragraph 10, and as a condition of the 9(d) Repayment Contract, Westlands shall be legally responsible for the management of drainage water within Westlands' boundaries.

(e) Within one year of the enactment of the Enabling Legislation referenced in paragraph 10 and provided that neither the United States nor Westlands has determined that the legislation was enacted with a material change in accordance with paragraph 10, Westlands shall permanently retire from irrigated agriculture not less than 100,000 acres of lands within its boundaries by recording on the title of all such retired lands a non-irrigation covenant in favor of the United States. Westlands agrees to identify for the United States all such retired lands and further agrees that the retired lands shall be used for: (1) the management of drainage water, including, with the consent of the United States, which shall not be unreasonably withheld, irrigation of reuse areas; (2) renewable energy projects; (3) upland habitat restoration projects, or (4) other uses to which the United States consents. The lands to be retired pursuant to this subsection 9(e) shall include the lands identified in Attachment A hereto and such additional lands, if any, needed to accomplish the permanent retirement of an aggregate of not less than 100,000 acres of lands within Westlands' boundaries. In the event any lands in Attachment A are not permanently retired from irrigated agriculture, Westlands shall permanently retire substitute lands within its boundaries, so that the aggregate of permanently retired lands is not less than 100,000 acres.

(f) Upon execution of the 9(d) Repayment Contract with Westlands, or as soon thereafter as practicable, the Secretary shall transfer to Westlands all right, title and interest, without warranties, in and to the following described real property or interest in real property, set forth in Attachment B, held in the name of the United States for the benefit of Westlands.

(i) Upon the transfer of the facilities pursuant to this paragraph, Westlands shall be responsible, at its own expense, for the operation and maintenance of the facilities transferred to it; provided that project use power shall be provided for the operation of said facilities.

(ii) Upon the transfer of facilities pursuant to this paragraph and this Agreement, Westlands shall operate and maintain the facilities to provide for the pumping and conveyance of water to enable Reclamation to fulfill its contractual obligations to any Project Water service or settlement contractor that has historically taken delivery of water from said facilities, including but not limited to the City of Coalinga, the City of Huron, and the California Department of Fish & Wildlife (formerly the California Department of Fish & Game); provided, that Westlands shall be entitled to collect from any Project Water service or settlement contractor on whose behalf water is conveyed or pumped, a charge to recover costs of operation and maintenance.

(g) Within eighteen months of the execution of the 9(d) Repayment Contract between the United States and Westlands referenced in paragraph 9(c) above, Reclamation shall, unless enjoined by a court, take all necessary actions to complete the process necessary to implement the exemption from the ownership and full cost pricing limitations of the Reclamation Reform Act of 1982 (96 Stat. 1269) ("RRA") and the ownership limitations provided in any other provision of Federal Reclamation law for lands within Westlands, as directed by the Enabling Legislation. Upon commencement of this process Reclamation will send a conditional exemption letter to Westlands explaining Westlands' RRA responsibilities from the date of the execution of the 9(d) Repayment Contract until Westlands receives a formal exemption from the Commissioner of Reclamation.

(h) Upon enactment of the Enabling Legislation, Westlands' capital repayment obligation and payments under its existing water service contracts and the 1965 Repayment Contract shall be suspended until the execution of the 9(d) Repayment Contract, and upon execution of the 9(d) Repayment Contract between the United States and Westlands referenced in paragraph 9(c) above, Westlands shall receive a credit against future operation and maintenance costs payable to the United States in the amount of the capital costs and payments under the existing water service contracts and the 1965 Repayment Contract paid by Westlands between the date of this Agreement and the date of enactment of the Enabling Legislation.

10. This Agreement is contingent upon the enactment of legislation, a copy of which is set forth in Attachment C ("Enabling Legislation"). If the Enabling Legislation set forth in Attachment C is not enacted into law by January 15, 2017, unless such date is mutually agreed by Westlands and the United States in writing to be extended, this Agreement shall become voidable by any Party to this Agreement. In addition, enactment of the Enabling Legislation as set forth in Attachment C is material and essential to this Agreement. If either Party to this Agreement determines that such legislation was enacted with material changes, and that Party provides written notice of such determination to the other Party within 14 days of enactment, this Agreement shall become voidable upon the election by either Party to the Agreement. Provided, that before either Westlands or the United States may exercise its right to void this Agreement based on material changes in the legislation, it shall provide thirty days written notice to the other Party of its intent to exercise its right to void this Agreement, and the Parties shall thereafter meet and confer. If this Agreement becomes null and void pursuant to

this paragraph 10, the Parties agree not to move this Agreement into evidence or otherwise present it in any judicial or administrative proceeding. In the event this Agreement becomes null and void, nothing in this Agreement creates any right of action or may be used by or against any Party for any purpose.

11. This Agreement has been approved by the United States. This Agreement has been approved by Westlands Water District.

12. Upon the enactment of Enabling Legislation subject to the provisions of paragraph 10 and dismissal of *Westlands Water District v. United States* (Fed. Cl. 12-12; Fed. Cir. 13-5064) with prejudice, Westlands releases, waives, and abandons all claims, known and unknown, asserted or unasserted in *Westlands Water District v. United States* against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the United States' provision of drainage service or lack thereof within Westlands' boundaries, or otherwise involved in this case, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort.

13. Upon the enactment of Enabling Legislation subject to the provisions of paragraph 10 and vacatur of the Order Modifying Partial Judgment issued by the *Firebaugh* court in 2000, and all subsequent orders directing the United States to implement drainage or control schedules, Westlands releases, waives, and abandons all claims and cross-claims, known and unknown, asserted or unasserted in *Firebaugh Canal Water Dist. v. United States*, Case No. 88-cv-0634-LJO (E.D. Cal.) ("*Firebaugh*"), and *Sumner Peck Ranch v. United States*, Case No. 91-cv-048-LJO (E.D. Cal.) ("*Sumner Peck*"), against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the United States' provision of drainage service or lack thereof within Westlands' boundaries, or otherwise involved in *Firebaugh* or *Sumner Peck*, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort.

14. Upon execution of the 9(d) Repayment Contract:

(a) Westlands releases, waives, and abandons all claims against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the provision of drainage service or lack thereof within Westlands' boundaries, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort;

(b) Westlands agrees to cooperate in good faith with the United States in the defense of any claim then pending or subsequently brought by a past, present or future landowner within Westlands' boundaries against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the provision of drainage service or lack thereof within Westlands' boundaries, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort; and

(c) Westlands agrees to save, hold harmless, and indemnify the United States for all claims described in this paragraph 14. Westlands' payment for

indemnifiable costs, expenses, attorney fees, and damages of any sort shall be due within 180 days of the United States invoicing Westlands.

15. This Agreement is in no way related to or concerned with income or other taxes for which Westlands is now liable or may become liable in the future as a result of this Agreement.

16. Westlands warrants and represents that to its knowledge no action or suit, other than those identified in this Agreement, with respect to the provision of drainage service, is pending and that it will not file in or submit to any other court, administrative agency, or legislative body any claim related to the provision of drainage service within its boundaries. Westlands further warrants and represents that it has made no assignment or transfer of all or any part of its rights arising out of or relating to the claims advanced in this suit.

17. Implementation of the provisions of this Agreement shall not alter the repayment obligation of any other long-term water service or repayment contractor receiving water from the Central Valley Project, or shift any costs to other such contractors that would otherwise have been properly assignable to Westlands absent this action, including operations and maintenance costs, construction costs, or other capitalized costs allocated to Westlands after the date of this Agreement.

18. This Agreement is for the purpose of settling the above-described disputes, and for no other. Accordingly, this Agreement shall not bind the Parties, nor shall it be cited or otherwise referred to, in any proceedings, whether judicial or administrative in nature, in which the Parties or counsel for the Parties have or may acquire an interest, except as is necessary to effect the terms of this Agreement.

19. This Agreement binds any and all future successors and/or assigns of Westlands.

20. The expenditure or advance of any money or the performance of any obligation by the United States, in any of its capacities, under this Agreement shall be contingent upon appropriation of funds therefor. No liability shall accrue to the United States, in any of its capacities, in the event funds are not appropriated.

21. The Parties reserve the right to amend this Agreement upon mutually agreeable terms.

22. The signatory for Westlands represents that he has been and is authorized to enter into this Agreement on behalf of Westlands Water District.

23. Counsel for the United States represent that he or she has been and is authorized to enter into this Agreement on behalf of the United States.

24. This document constitutes a complete integration of the Agreement between the Parties and supersedes any and all prior oral or written representations, understandings or agreements among or between them.


25. This Agreement is binding upon and shall inure to the benefit of Westlands and the United States. This Agreement is not intended to and shall not be interpreted in a manner so as to confer rights on persons or entities who are not Parties hereto, or to create intended or expected third party status on any such non-party.

26. No Member of or Delegate to Congress, Resident Commissioner, or official of Westlands shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

27. Nothing in this Agreement shall be construed to deprive any federal official of the authority to revise, amend, or promulgate regulations. Nothing in this Agreement shall be deemed to limit the authority of the executive branch to make recommendations to Congress on any particular piece of legislation.

28. The Parties shall cooperate with one another in the implementation of this Agreement.

UNITED STATES OF AMERICA

By: 
JOHN S. CRUDE
Assistant Attorney General
United States Department of Justice
Environment and Natural Resources Division

Dated: 9/15/15

WESTLANDS WATER DISTRICT

By: 
THOMAS W. BIRMINGHAM
General Manager

Dated: 9/15/2015

AGREEMENT BETWEEN THE UNITED STATES AND WESTLANDS WATER DISTRICT

ATTACHMENT A

LIST OF LANDS PERMANENTLY RETIRED FROM IRRIGATED AGRICULTURE

Attachment A – Lands Permanently Retired From Irrigated Agriculture

As provided for and subject to paragraph 9(e) of the Agreement, all the following lands will be permanently retired from irrigated agriculture:

Lands Acquired by Westlands in its Acquisition of Broadview Water District

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
011 050 09S	Fresno	156.30	153.00	NW4 Sec 8 13/13
011 070 31S	Fresno	151.24	152.00	NW4 Sec 11 13/13
006 190 04S	Fresno	27.20	29.00	Por Sec 35 12/13 S Third Lift Canal
006 200 22S	Fresno	208.74	209.00	Por Sec 34 12/13 S Third Lift Canal
011 090 17S	Fresno	152.90	150.00	NE4 Sec 15 13/13
011 090 23S	Fresno	155.11	145.00	SE4 Sec 15 13/13
006 200 23S	Fresno	238.38	204.00	Frac'1 W2 S of Canal Sec 34 12/13
011 040 30S	Fresno	159.00	154.00	NW4 Sec 2 13/13
011 040 28S	Fresno	20.16	15.00	Por SW4 W of Canal Sec 1 13/13
011 040 31S	Fresno	292.16	290.00	NE4 SW of Canal SW4 & W2 SE4 Sec 2 13/13
011 040 24S	Fresno	75.66	70.00	E2 SE4 Sec 2 13/13
011 040 29S	Fresno	27.52	22.00	Por SW4 W of Canal Sec 1 13/13
011 060 05S	Fresno	310.66	296.00	N2 Sec 9 13/13
011 060 14S	Fresno	304.72	295.00	S2 Sec 9 13/13
012 050 16S	Fresno	152.00	150.00	W 152 Ac SW of Canal Sec 7 13/14
012 050 18S	Fresno	131.61	127.00	Sec 7 & 8 13/14 SW of Canal exc the W 152 Ac
011 070 19S	Fresno	552.77	553.00	Sec 12 13/13 SW of Canal
012 080 11S	Fresno	154.03	150.00	SW4 Sec 18 13/14
012 080 09S	Fresno	157.25	155.00	NE4 Sec 18 13/14
012 080 08S	Fresno	154.03	154.00	NW4 Sec 18 13/14
012 080 10S	Fresno	157.25	152.00	SE4 Sec 18 13/14
011 070 30S	Fresno	282.85	280.00	Frac'1 S2 Sec 11 13/13
011 050 13S	Fresno	155.40	144.00	NE4 Sec 8 13/13
006 200 17S	Fresno	159.06	147.00	SE4 Sec 33 12/13
006 200 33	Fresno	29.39	23.00	S2 N2 & SW4 Sec 33 12/13
006 200 35	Fresno	28.03	22.00	W3/4 N2 N2 SW4 Sec 33 12/13
006 200 37	Fresno	22.83	18.00	W2 W2 S3/4 Sec 33 12/13
006 200 38	Fresno	48.78	42.00	SE4 SW4 & SW4 NE4 SW4 Sec 33 12/13
006 200 42	Fresno	47.50	39.00	E3/4 S2 S2 NW4 & E2 NE4 SW4 Sec 33 12/13
006 200 44	Fresno	46.25	38.00	N2 S2 NW4 & SW4 SW4 NW4 Sec 33 12/13
006 200 47	Fresno	79.65	73.00	S2 NE4 Sec 33 12/13
011 070 32S	Fresno	111.27	110.00	W3/4 NE4 Sec 11 13/13
011 090 24S	Fresno	307.31	300.00	N2 Sec 16 13/13
011 090 25S	Fresno	301.11	300.00	S2 Sec 16 13/13
011 060 11S	Fresno	300.12	300.00	S2 Sec 10 13/13
011 060 07S	Fresno	307.92	300.00	N2 Sec 10 13/13

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
011 050 15S	Fresno	148.81	147.00	SE4 Sec 8 13/13
011 050 19S	Fresno	149.71	148.00	SW4 Sec 8 13/13 - Und 1/3 int
011 030 11S	Fresno	290.89	301.00	N2 Sec 4 13/13
011 030 12S	Fresno	295.30	295.00	S2 Sec 4 13/13
011 090 21S	Fresno	308.07	309.00	W2 Sec 15 13/13
011 030 39S	Fresno	308.21	312.00	W2 Sec 3 13/13
011 030 38S	Fresno	311.06	298.00	E2 Sec 3 13/13
006 200 46	Fresno	96.45	90.00	S2 N2 Sec 33 12/13 lying S of canal

Broadview Subtotal 7,874.66 7,661.00

Lands Acquired by Westlands through the Britz Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
019 120 30S	Fresno	157.33	154.00	SW4 Sec 19 14/15
019 120 31S	Fresno	160.00	154.00	SE4 Sec 19 14/15
019 170 08S	Fresno	158.18	159.00	SW4 Sec 36 14/14
019 170 09S	Fresno	79.05	79.00	N2 SE4 Sec 36 14/14
019 170 10	Fresno	39.09	36.00	SE4 SE4 Sec 36 14/14
019 170 11S	Fresno	40.00	43.00	SW4 SE4 Sec 36 14/14
028 030 02	Fresno	81.65	76.00	N2 NW4 Sec 5 15/15
028 060 41S	Fresno	116.44	114.00	N2 NE4 & NE4 NW4 Sec 24 15/14
028 060 69S	Fresno	253.38	253.00	SE4, S2 NE4, & E2 SE4 SW4 Sec 24 15/14
028 071 55S	Fresno	123.60	120.00	S2 Sec 19 15/15
028 101 29S	Fresno	5.00	5.00	5 Ac NW4 SE4 Sec 25 15/14
028 101 72S	Fresno	25.00	21.00	25 Ac NW4 SE4 Sec 25 15/14
028 101 74S	Fresno	165.55	158.00	W2 NE4, SE4 NE4 & NE4 SE4 Sec 25 15/14
028 101 58S	Fresno	37.56	39.00	NE4 NE4 Sec 25 15/14
028 140 32S	Fresno	237.53	221.00	NE4 & N2 SE4 Sec 1 15/14
028 140 36S	Fresno	160.81	153.00	NW4 Sec 1 15/14
028 140 37S	Fresno	158.18	153.00	SW4 Sec 1 15/14
028 160 16S	Fresno	158.18	157.00	SW4 Sec 12 15/14
028 160 17S	Fresno	156.36	150.00	SE4 Sec 12 15/14
028 160 19S	Fresno	158.18	157.00	NW4 Sec 12 15/14
028 160 20S	Fresno	77.27	75.00	E2 NE4 Sec 12 15/14
028 160 22S	Fresno	79.09	75.00	W2 NE4 Sec 12 15/14
050 070 44S	Fresno	30.00	30.00	W 30 Ac SW4 SW4 Sec 24 17/16
050 070 46S	Fresno	28.41	28.00	W 30 Ac NW4 SW4 Sec 24 17/16
050 070 48S	Fresno	60.00	50.00	W 60 Ac NW4 Sec 24 17/16
050 070 57	Fresno	13.75	14.00	W 13.75 ac NW4 SE4 Sec 24 17/16
050 070 59S	Fresno	163.77	164.00	Por E2 Sec 24 17/16
050 070 61S	Fresno	26.59	19.00	W 26.59 ac NE4 Sec 24 17/16
050 070 06S	Fresno	51.04	51.00	NE 51.04 ac NE4 Sec 24 17/16
050 080 01S	Fresno	792.40	771.00	All Sec 18 17/17
050 080 29S	Fresno	386.12	388.00	E2 Sec 19 17/17
050 120 64S	Fresno	158.79	158.00	NW4 Sec 29 17/17

Britz Subtotal 4,338.30 4,225.00

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
028 101 69S	Fresno	134.77	135.00	Por E2 Sec 26 15/14
019 050 61S	Fresno	240.82	239.00	E2 Sec 10 14/14 (Portion reconveyed; see p. 23)
012 150 10S	Fresno	318.17	310.00	N2 Sec 28 13/14
019 120 01	Fresno	1.29	0.00	1.26 ac. NW cor Sec 18 14/15
019 120 14S	Fresno	236.78	224.00	N2 NW4 & NE4 Sec 18 14/15
012 150 12S	Fresno	108.88	106.00	W 108.88 ac. SW4 Sec 28 13/14
019 110 20	Fresno	156.39	153.00	NE4 Sec 23 14/14
019 110 27S	Fresno	158.32	154.00	NW4 Sec 24 14/14
019 110 28S	Fresno	156.38	155.00	SW4 Sec 24 14/14
019 110 15S	Fresno	158.18	155.00	NE4 Sec 24 14/14
019 110 16S	Fresno	156.38	152.00	SE4 Sec 24 14/14
019 120 41S	Fresno	157.07	155.00	NW4 Sec 19 14/15
019 170 17	Fresno	160.00	158.00	NW4 Sec 26 14/14
019 170 18	Fresno	158.36	155.00	NE4 Sec 26 14/14
019 170 20	Fresno	158.36	155.00	SE4 Sec 26 14/14
019 170 21	Fresno	158.16	157.00	NW4 Sec 25 14/14
019 170 22	Fresno	156.40	151.00	NE4 Sec 25 14/14
019 170 23	Fresno	160.36	158.00	SW4 Sec 25 14/14
019 170 24	Fresno	158.18	152.00	SE4 Sec 25 14/14
019 170 25	Fresno	158.18	157.00	NW4 Sec 35 14/14
019 170 26	Fresno	158.18	156.00	NE4 Sec 35 14/14
019 170 13S	Fresno	138.18	138.00	Frac'l NW4 Sec 36 14/14
019 170 30	Fresno	160.00	154.00	NE4 Sec 27 14/14
028 150 09S	Fresno	5.00	5.00	SE4 S2 NE4 NW4 Sec 10 15/14
028 150 54S	Fresno	149.15	152.00	NW4 Sec 10 15/14 exc S2 NE4
019 120 04S	Fresno	78.39	80.00	S2 SW4 Sec 18 14/15
019 120 13S	Fresno	78.23	77.00	S2 NW4 Sec 18 14/15
019 120 19S	Fresno	228.12	221.00	NW4 & N2 SW4 Sec 17 14/15
019 120 22S	Fresno	155.17	153.00	NE4 Sec 17 14/15
019 180 29S	Fresno	303.82	291.00	SE4 NW4 & Frac'l SW4 NE4 & Frac'l S2 Sec 33 14/15
028 111 17	Fresno	40.00	40.00	NE4 SE4 Sec 29 15/15
028 111 30	Fresno	40.00	41.00	SE4 NE4 Sec 32 15/15
028 111 28S	Fresno	20.00	20.00	N2 NE4 NE4 Sec 32 15/15
028 111 32S	Fresno	47.50	47.00	SW4 NE4 & S3 W2 NW4 NE4 Sec 32 15/15
028 111 43S	Fresno	161.33	160.00	SW4 Sec 32 15/15
028 111 33S	Fresno	20.00	20.00	E2 NW4 NE4 Sec 32 15/15
028 111 53S	Fresno	2.59	1.00	
028 111 52S	Fresno	160.68	163.00	SW4 Sec 31 15/15
038 080 39S	Fresno	0.04	0.00	.04 Ac SW4 Sec 6 16/15
038 080 40S	Fresno	0.05	0.00	.05 Ac SW4 Sec 6 16/15
038 080 45S	Fresno	157.56	153.00	Bal of SW4 Sec 6 16/15
050 080 05S	Fresno	160.00	159.00	NE4 Sec 21 17/17

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
060 030 21S	Fresno	157.82	157.00	NE4 Sec 2 18/16
060 030 24S	Fresno	320.00	310.00	W2 Sec 11 18/16
060 090 41S	Fresno	320.00	315.00	W2 Sec 15 18/16
060 090 42S	Fresno	320.00	315.00	E2 Sec 15 18/16
019 160 39	Fresno	7.23	0.00	E 7.23 Ac SE4 SE4 Sec 28 14/14
019 160 41S	Fresno	2.41	3.00	2.41 Ac E2 SE4 Sec 28 14/14
019 210 39S	Fresno	316.38	313.00	S2 Sec 33 14/14
012 110 05S	Fresno	155.54	153.00	NW4 Sec 19 13/14
012 110 26S	Fresno	54.82	49.00	N 54.82 Ac NE4 Sec 19 13/14
050 030 49S	Fresno	157.11	156.00	SW4 Sec 10 17/16
050 070 42S	Fresno	80.00	75.00	E2 NE4 Sec 15 17/16
050 070 43S	Fresno	160.00	161.00	SW4 Sec 15 17/16
012 180 05	Fresno	33.54	0.00	NE-SW diag Sec 34 13/14
012 180 10S	Fresno	114.12	117.00	Center NW diag Sec 34 13/14
012 180 12S	Fresno	8.89	8.00	E-W strip in N2 Sec 34 13/14
012 180 13S	Fresno	239.36	254.00	Frac'l SE diag Sec 34 13/14
012 180 14S	Fresno	37.59	37.00	Frac'l SW4 SW4 Sec 34 13/14
012 180 18S	Fresno	49.95	51.00	Frac'l N 49.95 Ac Sec 34 13/14
012 190 02S	Fresno	246.02	240.00	Frac'l W2 Sec 35 13/14
012 160 24S	Fresno	6.36	6.00	SE diag Sec 26 13/14
012 160 25S	Fresno	128.58	128.00	Frac'l SE diag Sec 25 13/14
012 190 09	Fresno	11.84	11.00	S2/3 W2 SW4 SW4 Sec 36 13/14
012 190 56S	Fresno	67.50	67.00	W2 SE4 Sec 36 13/14 Exc NE 10 Ac
011 130 17S	Fresno	49.41	52.00	S 49.41 Ac NE4 Sec 24 13/13
038 320 37S	Fresno	20.00	21.00	S2 SW4 NE4 Sec 2 16/14
038 320 27S	Fresno	20.00	15.00	N2 SE4 NE4 Sec 2 16/14
038 320 28S	Fresno	20.00	20.00	N2 SW4 NE4 Sec 2 16/14
038 320 30S	Fresno	20.00	20.00	S2 NE4 NE4 Sec 2 16/14
038 320 25S	Fresno	20.00	20.00	S2 NW4 NE4 Sec 2 16/14
038 320 24S	Fresno	20.00	20.00	N2 NW4 NE4 Sec 2 16/14
019 180 31S	Fresno	316.57	317.00	S2 Sec 31 14/15
019 180 33S	Fresno	160.00	158.00	NE4 Sec 31 14/15
019 110 03S	Fresno	314.60	314.00	S2 Sec 14 14/14
019 110 04S	Fresno	156.38	154.00	NW4 Sec 14 14/14
019 110 05S	Fresno	156.38	158.00	NE4 Sec 14 14/14
019 110 06S	Fresno	156.38	149.00	NW4 Sec 13 14/14
019 110 13S	Fresno	472.70	467.00	S2 & NE4 Sec 13 14/14
011 160 19S	Fresno	50.00	56.00	NE4 SE4 & W2 NW4 SE4 Sec 25 13/13
011 160 16S	Fresno	80.00	80.00	S2 NE4 Sec 25 13/13
011 160 17S	Fresno	78.19	77.00	NE NE4 Sec 25 13/13
019 040 30S	Fresno	152.03	157.00	SW4 Sec 4 14/14
019 040 05S	Fresno	161.06	156.00	SE4 Sec 4 14/14

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
019 120 21S	Fresno	155.17	152.00	SE4 Sec 17 14/15
019 120 23S	Fresno	74.82	74.00	S2 SW4 Sec 17 14/15
012 150 17S	Fresno	210.84	205.00	E 2/3 S2 Sec 28 13/14
012 110 27S	Fresno	103.36	92.00	S 103.36 Ac NE4 Sec 19 13/14
012 110 22S	Fresno	160.00	160.00	SE4 Sec 19 13/14
012 110 24S	Fresno	118.67	118.00	E2 SW4 & SW4 SW4 Sec 19 13/14
012 110 25S	Fresno	38.67	39.00	NW4 SW4 Sec 19 13/14
011 130 18S	Fresno	98.82	103.00	N 92.82 Ac NE4 Sec 24 13/13
019 160 13S	Fresno	158.18	155.00	SE4 Sec 29 14/14
019 160 42S	Fresno	375.12	375.00	Por E2 & E2 SW4 Sec 28 14/14
019 160 40	Fresno	1.86	0.00	E 330' of N 270' of S 1320' SW4 Sec 28 14/14
019 160 35S	Fresno	236.36	236.00	NW4 & W2 SW4 Sec 28 14/14
038 071 21	Fresno	37.88	38.00	NE4 SE4 Sec 12 16/14
038 071 22S	Fresno	37.85	38.00	SE4 SE4 Sec 12 16/14
038 071 25	Fresno	40.00	37.00	SW4 SE4 Sec 12 16/14
038 071 26	Fresno	40.00	39.00	NW4 SE4 Sec 12 16/14
038 071 27S	Fresno	120.00	120.00	N2 SW4 & SE4 SW4 Sec 12 16/14 (airstrip)
038 071 28	Fresno	39.44	38.00	SW4 SW4 Sec 12 16/14
038 080 03S	Fresno	160.00	153.00	NE4 Sec 6 16/15
038 080 05S	Fresno	160.00	156.00	SW4 Sec 5 16/15
038 080 12S	Fresno	20.00	20.00	N2 SW4 SW4 Sec 9 16/15
038 080 13S	Fresno	19.10	19.00	S2 SW4 SW4 Sec 9 16/15
038 080 14S	Fresno	119.10	119.00	N2 SW4 & SE4 SW4 Sec 9 16/15
038 080 16S	Fresno	80.00	80.00	N2 NE4 Sec 8 16/15
038 080 17S	Fresno	80.00	79.00	S2 NE4 Sec 8 16/15
038 080 18S	Fresno	157.60	159.00	SE4 Sec 8 16/15
038 080 21S	Fresno	78.80	77.00	E2 SW4 Sec 8 16/15
038 080 22S	Fresno	78.80	77.00	W2 SW4 Sec 8 16/15
038 080 23S	Fresno	160.00	155.00	NW4 Sec 8 16/15
038 080 25S	Fresno	158.19	156.00	SE4 Sec 7 16/15
038 080 32S	Fresno	83.69	86.00	N2 SW4 Sec 7 16/15
038 080 33S	Fresno	83.69	85.00	S2 SW4 Sec 7 16/15
038 080 35S	Fresno	164.96	164.00	NW4 Sec 6 16/15
038 080 38S	Fresno	160.00	156.00	SE4 Sec 6 16/15
038 141 35S	Fresno	37.07	33.00	N2 NW4 E of SLC Sec 13 16/14
038 141 48S	Fresno	122.30	122.00	NE4 E of SLC Sec 13 16/14
038 150 64S	Fresno	158.19	152.00	NW4 Sec 17 16/15
038 150 65S	Fresno	160.00	157.00	SW4 Sec 17 16/15
038 150 68S	Fresno	85.99	90.00	SW4 E of SLC Sec 18 16/15
038 320 42S	Fresno	8.04	8.00	Por SE4 Sec 1 16/14
038 320 40S	Fresno	94.98	100.00	Por SE4 Sec 1 16/14
012 110 08S	Fresno	316.40	297.00	N2 Sec 20 13/14

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
012 110 09S	Fresno	320.00	310.00	S2 Sec 20 13/14
012 120 15S	Fresno	476.02	453.00	Sec 21 13/14 W 3rd Lift Canal
012 150 07S	Fresno	109.05	101.00	S2 S2 Sec 27 13/14 W 3rd Lift Canal
012 150 09S	Fresno	155.56	145.00	NW4 & N2 S2 Sec 27 13/14 W 3rd Lift Canal
012 180 17S	Fresno	150.79	153.00	S 150.79 Ac N 200.74 Ac Sec 34 13/14 & Sec 35 13/14 W Canal Align
012 190 25S	Fresno	306.78	299.00	W2 EX W2 SW4 SW4 Sec 36 13/14
012 190 26S	Fresno	308.86	309.00	E2 Sec 35 13/14 S Intake Canal
019 110 19	Fresno	158.18	158.00	NW4 Sec 23 14/14
019 110 21	Fresno	160.00	159.00	SW4 Sec 23 14/14
019 110 22	Fresno	158.18	153.00	SE4 Sec 23 14/14
019 110 23	Fresno	156.38	156.00	NW4 Sec 22 14/14
019 110 24	Fresno	158.18	157.00	NE4 Sec 22 14/14
019 110 29	Fresno	156.28	157.00	SW4 Sec 22 14/14 (House Retained by Seller)
019 110 26	Fresno	160.00	159.00	SE4 Sec 22 14/14
019 170 19	Fresno	160.00	158.00	SW4 Sec 26 14/14
019 170 27	Fresno	158.18	157.00	SW4 Sec 35 14/14
019 170 28	Fresno	158.18	156.00	SE4 Sec 35 14/14
019 170 29	Fresno	158.18	156.00	NW4 Sec 27 14/14
019 170 31	Fresno	158.18	157.00	SW4 Sec 27 14/14
019 170 32	Fresno	160.00	154.00	SE4 Sec 27 14/14
019 210 06	Fresno	10.00	10.00	LOTS 126-127 in NW4 NW4 Sec 34 14/14
019 210 41S	Fresno	55.00	55.00	LOTS 93-94 & 97-102 & 124-125 & 128 in NW4 Sec 34 14/14
019 210 44	Fresno	27.77	27.00	LOTS 65-68 & 95-96 in NE4 NW4 Sec 34 14/14
019 210 48	Fresno	14.34	14.00	LOTS 87-88 & 105 in SW4 Sec 34 14/14
019 210 49	Fresno	9.56	9.00	LOTS 72 & 89 in SE4 NW4 Sec 34 14/14
019 210 50	Fresno	45.00	53.00	LOTS 59-60 & 69-71 & 90-92 & 103 in N2 Sec 34 14/14
019 210 51	Fresno	25.00	25.00	LOTS 104 & 120-123 in W2 W2 Sec 34 14/14
019 210 53S	Fresno	19.09	20.00	LOTS 55-58 in W2 E2 Sec 34 14/14
019 210 56S	Fresno	18.68	19.00	N2 NW4 NE4 Sec 34 14/14
019 210 57S	Fresno	19.56	20.00	S2 NW4 NE4 Sec 34 14/14
019 210 58S	Fresno	18.68	19.00	N2 NE4 NE4 Sec 34 14/14
019 210 59S	Fresno	19.56	20.00	S2 NE4 NE4 Sec 34 14/14
019 210 60S	Fresno	19.56	20.00	N2 SE4 NE4 Sec 34 14/14
019 210 61S	Fresno	19.56	20.00	S2 SE4 NE4 Sec 34 14/14
019 210 62S	Fresno	19.56	20.00	N2 NE4 SE4 Sec 34 14/14
019 210 63S	Fresno	19.56	20.00	S2 NE4 SE4 Sec 34 14/14
019 210 64S	Fresno	19.56	20.00	N2 SE4 SE4 Sec 34 14/14
019 210 65S	Fresno	18.68	19.00	S2 SE4 SE4 Sec 34 14/14
019 210 66S	Fresno	19.56	20.00	S2 NW4 SE4 Sec 34 14/14
019 210 67S	Fresno	30.00	30.00	LOTS 37-42 in W2 E2 Sec 34 14/14
019 210 68S	Fresno	169.92	170.00	SW4 SE4 Sec 34 14/14
028 130 02	Fresno	18.43	15.00	N2 NE4 NW4 Sec 4 15/14

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
028 130 15	Fresno	18.78	20.00	S2 SE4 SE4 Sec 4 15/14
028 130 43S	Fresno	1.00	1.00	NE4 NE4 SE4 NW4 Sec 4 15/14
028 130 48S	Fresno	158.23	154.00	NW4 Sec 3 15/14
028 130 49S	Fresno	157.58	157.00	FRAC'L NE4 Sec 3 15/14
028 130 50S	Fresno	118.54	118.00	N2 SW4 & SE4 SW4 Sec 3 15/14
028 130 51S	Fresno	156.41	157.00	SE4 Sec 3 15/14
028 130 52S	Fresno	39.33	37.00	S2 NE4 SE4 & N2 SE4 SE4 Sec 4 15/14
028 130 53S	Fresno	38.39	36.00	SW4 SE4 Sec 4 15/14
028 130 55S	Fresno	443.48	475.00	Por Sec 4 15/14 (Housing and Shop Buildings Retained by Seller)
028 140 05	Fresno	40.00	40.00	S2 SE4 NW4 & N2 NE4 SW4 Sec 2 15/14
028 140 17S	Fresno	20.00	18.00	S2 SW4 SW4 Sec 2 15/14
028 140 21	Fresno	40.00	40.00	S2 SW4 NW4 & N2 NW4 SW4 Sec 2 15/14
028 140 38S	Fresno	482.23	486.00	Por Sec 2 15/14
028 140 39S	Fresno	39.09	38.00	N2 NE4 SW4 & S2 SE4 SW4 Sec 2 15/14
028 150 47S	Fresno	4.78	0.00	SW4 N2 SW4 SW4 Sec 10 15/14
028 150 48	Fresno	19.66	19.00	N2 SE4 SW4 Sec 10 15/14
028 150 49	Fresno	18.77	18.00	S2 SE4 SW4 Sec 10 15/14
028 150 50S	Fresno	157.09	154.00	NW4Sec 9 15/14
028 150 51S	Fresno	157.09	158.00	NE4 Sec 9 15/14
028 150 52S	Fresno	156.83	154.00	SW4 Sec 9 15/14
028 150 53S	Fresno	156.83	157.00	SE4 Sec 9 15/14
028 150 55S	Fresno	283.32	288.00	S2 SE4 NE4, SE4, N2 SW4, & por SW4 SW4 Sec 10 15/14
028 160 14S	Fresno	158.20	157.00	SW4 Sec 11 15/14
028 101 15S	Fresno	20.00	20.00	S2 NE4 SE4 Sec 26 15/14
028 101 77S	Fresno	59.33	57.00	SE4 SE4 & S2 SE4 NE4 26 15/14
060 030 19S	Fresno	157.56	157.00	SE4 Sec 2 18/16
028 111 06	Fresno	20.00	20.00	S2 SE4 NE4 Sec 30 15/15
028 111 07S	Fresno	160.00	158.00	SW4 Sec 29 15/15
028 111 36S	Fresno	15.00	18.00	Por E2 NW4 Sec 32 15/15
028 111 37S	Fresno	30.00	31.00	Por W2 E2 NW4 Sec 32 15/15
028 111 35S	Fresno	22.50	22.00	Por E2 NW4 Sec 32 15/15
028 111 38	Fresno	10.00	10.00	N2 N2 NW4 NW4 Sec 32 15/15
028 111 39	Fresno	30.00	30.00	S3/4 NW4 NW4 Sec 32 15/15
028 111 40	Fresno	4.13	5.00	Por SW4 NW4 Sec 32 15/15
028 111 42	Fresno	20.00	20.00	W2 SW4 NW4 Sec 32 15/15
028 111 44S	Fresno	50.00	50.00	Por S2 SE4 Sec 31 15/15
028 111 46	Fresno	20.00	20.00	N2 SW4 SE4Sec 31 15/15
028 111 45	Fresno	10.00	10.00	SW4 SW4 SE4 Sec 31 15/15
028 111 50S	Fresno	0.71	0.00	SW Cor N2 Sec 31 15/15
028 111 47S	Fresno	80.00	78.00	N2 SE4 Sec 31 15/15
028 111 60S	Fresno	318.97	312.00	Frac'l N2 Sec 31 15/15
050 060 46S	Fresno	52.53	52.00	S3 NW4 Sec 16 17/16

Lands Acquired by Westlands through the Summer-Peck Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
050 060 47S	Fresno	52.53	53.00	N3 SW4 Sec 16 17/16
050 060 48S	Fresno	105.07	109.00	S 2/3 SW4 Sec 16 17/16
050 070 64S	Fresno	154.00	158.00	Frac'1 NW4 Sec 15 17/16
050 070 41S	Fresno	80.00	74.00	W2 NE4 Sec 15 17/16
028 150 31	Fresno	20.00	16.00	N2 NE4 NE4 Sec 10 15/14
019 120 42S	Fresno	160.00	154.00	NE4 Sec 19 14/15
019 180 35S	Fresno	627.75	588.00	Sec 30 14/15
019 180 34S	Fresno	156.57	154.00	NW4 Sec 31 14/15
028 101 17S	Fresno	15.00	15.00	NW4 NE4 SE4 & N2 NE4 NE4 SE4 Sec 26 15/14
038 320 13S	Fresno	10.00	10.00	S2 S2 SE4 NE4 Sec 2 16/14
038 320 31S	Fresno	20.00	18.00	N2 NE4 SE4 Sec 2 16/14
038 320 01S	Fresno	39.29	40.00	NW4 NW4 2 16/14
038 320 06S	Fresno	38.20	38.00	NE4 NW4 2 16/14
038 320 12S	Fresno	20.00	19.00	S2 NE4 SE4 2 16/14
038 320 38S	Fresno	20.00	22.00	N2 NW4 SE4 2 16/14
038 320 29S	Fresno	20.00	21.00	N2 SE4 NW4 2 16/14

Peck
Subtotal 25,736.50 25,361.00

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
038 080 06S	Fresno	320.81	320.00	E2 Sec 5 16/15
038 080 07S	Fresno	322.68	314.00	N2 Sec 4 16/15
028 030 17	Fresno	80.05	79.00	S2 NW4 Sec 7 15/15
028 030 18	Fresno	80.01	78.00	N2 NW4 Sec 7 15/15
028 060 33S	Fresno	40.00	40.00	NW4 NW4 Sec 24 15/14
028 060 72S	Fresno	57.72	60.00	W 60 Ac S2 SW4 Sec 24 15/14
028 071 02S	Fresno	2.00	0.00	2 Ac in SW Cor NW4 Sec 17 15/15
028 071 04S	Fresno	138.00	132.00	NW4 Sec 17 15/15 excl N2 NW4 NW4
028 071 07S	Fresno	50.00	50.00	W 50 Ac N2 NE4 Sec 17 15/15
028 071 13S	Fresno	20.00	20.00	N2 SW4 NE4 Sec 17 15/15
028 071 15S	Fresno	10.00	10.00	NW4 SE4 NE4 Sec 17 15/15
028 071 16S	Fresno	10.00	10.00	NE4 SE4 NE4 Sec 17 15/15
028 071 17S	Fresno	10.00	10.00	SW4 SW4 NE4 Sec 17 15/15
028 071 20S	Fresno	10.00	10.00	SE4 SW4 NE4 Sec 17 15/15
028 071 21S	Fresno	20.00	20.00	S2 SE4 NE4 Sec 17 15/15
028 071 35S	Fresno	78.44	77.00	W2 SE4 Sec 19 15/15
028 071 36S	Fresno	78.44	78.00	E2 SE4 Sec 19 15/15
028 081 66S	Fresno	633.95	592.00	Sec 22 15/15
028 111 04S	Fresno	20.00	20.00	N2 SE4 NE4 Sec 30 15/15
028 111 27S	Fresno	160.00	156.00	NW4 Sec 33 15/15
028 111 22S	Fresno	160.00	158.00	NE4 Sec 33 15/15
028 111 02S	Fresno	38.51	38.00	NE4 NE4 Sec 30 15/15
028 111 09S	Fresno	156.89	159.00	NW4 Sec 29 15/15
028 120 58S	Fresno	313.94	308.00	N2 Sec 26 15/15
050 030 07S	Fresno	268.27	253.00	N 268.27 Ac E2 Sec 2 17/16
050 030 08S	Fresno	53.33	58.00	S 53.33 Ac E2 Sec 2 17/16
050 030 26S	Fresno	160.00	156.00	NE4 Sec 10 17/16
050 030 27S	Fresno	160.00	160.00	SE4 Sec 10 17/16
028 030 01	Fresno	634.51	629.00	Sec 6 15/15
028 030 43S	Fresno	200.00	194.00	S2 NW4, N1/2 SW4, & SE4 SW4 Sec 5 15/15
028 041 36S	Fresno	130.06	110.00	NW4 Sec 3 15/15 E of Rd
028 101 65S	Fresno	153.36	148.00	NW4 Sec 25 15/14 excl 3.6 Ac in NW Cor
028 111 25S	Fresno	160.00	158.00	SW4 Sec 33 15/15
019 120 05S	Fresno	160.00	150.00	SE4 Sec 18 14/15
028 030 32S	Fresno	320.00	312.00	E2 Sec 8 15/15
028 030 45S	Fresno	321.99	325.00	E2 Sec 5 15/15
028 081 28S	Fresno	80.00	78.00	S2 NE4 Sec 23 15/15
028 081 30S	Fresno	233.94	234.00	SE4 & S2 SW4 Sec 23 15/15
028 120 55S	Fresno	629.12	629.00	Sec 25 15/15
028 120 59	Fresno	80.00	80.00	N2 NE4 Sec 36 15/15
028 120 60	Fresno	80.00	80.00	S2 NE4 Sec 36 15/15
028 120 62S	Fresno	236.32	232.00	NE4 & S2 NW4 Sec 27 15/15

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
030 090 14S	Fresno	331.84	324.00	W2 Sec 31 15/16
040 070 25S	Fresno	311.32	302.00	W2 Sec 23 16/16
040 070 26S	Fresno	311.42	294.00	E2 Sec 23 16/16
040 070 31S	Fresno	160.00	166.00	SE4 Sec 22 16/16
040 070 32S	Fresno	158.79	159.00	SW4 Sec 22 16/16
040 110 21S	Fresno	160.00	156.00	SE4 Sec 26 16/16
040 110 23S	Fresno	5.00	2.00	2 Ac in NE Cor NE4 Sec 26 16/16
040 110 25S	Fresno	160.00	152.00	SW4 Sec 26 16/16
040 110 27S	Fresno	160.00	158.00	NE4 Sec 27 16/16
040 110 28S	Fresno	160.00	163.00	SW4 Sec 27 16/16
040 110 29S	Fresno	160.00	156.00	SE4 Sec 27 16/16
040 110 30S	Fresno	160.00	159.00	NW4 Sec 27 16/16
040 110 31S	Fresno	160.00	152.00	NW4 Sec 26 16/16
040 110 32S	Fresno	155.00	149.00	NE4 Sec 26 16/16
050 030 04S	Fresno	40.00	38.00	NW4 SW4 Sec 2 17/16
050 030 05S	Fresno	120.00	116.00	E2 SW4 & SW4 SW4 Sec 2 17/16
028 060 32S	Fresno	160.00	159.00	NE4 Sec 23 15/14
028 060 70S	Fresno	78.48	78.00	W2 SE4 Sec 23 15/14
028 060 71S	Fresno	78.48	79.00	E2 SE4 Sec 23 15/14
028 170 41S	Fresno	40.00	38.00	SE4 SW4 Sec 13 15/14
028 170 42S	Fresno	19.53	20.00	N2 SE4 SE4 Sec 13 15/14
028 170 43S	Fresno	40.00	39.00	SW4 SW4 Sec 13 15/14
028 170 44S	Fresno	19.54	20.00	S2 SE4 SE4 Sec 13 15/14
028 170 45S	Fresno	40.00	40.00	NE4 SW4 Sec 13 15/14
028 170 46S	Fresno	19.53	20.00	N2 NE4 SE4 Sec 13 15/14
028 170 47S	Fresno	40.00	40.00	NW4 SW4 Sec 13 15/14
028 170 48S	Fresno	19.54	20.00	S2 NE4 SE4 Sec 13 15/14
028 170 60S	Fresno	40.00	37.00	E2 W2 SE4 Sec 13 15/14
028 170 61S	Fresno	40.00	37.00	W2 W2 SE4 Sec 13 15/14
028 081 22S	Fresno	78.47	78.00	W2 SW4 Sec 24 15/15
028 081 24	Fresno	76.36	79.00	W2 NW4 Sec 24 15/15
028 081 56S	Fresno	166.88	169.00	SE4 NW4, NE4 SW4, SW4 SE4, & SE4 SE4 Sec 24 15/15 SW of SLD
028 170 18	Fresno	78.13	77.00	E2 NE4 Sec 13 15/14
050 030 29S	Fresno	160.00	161.00	NW4 Sec 10 17/16
028 120 53S	Fresno	640.00	634.00	Sec 35 15/15
028 120 61S	Fresno	320.00	313.00	S2 Sec 27 15/15
028 071 41S	Fresno	20.00	14.00	W2 NW4 NE4 Sec 21 15/15
028 071 43S	Fresno	140.00	139.00	NE4 Sec 21 15/15 excl W2 NW4 NE4
028 060 75S	Fresno	153.39	159.00	SE4 Sec 22 15/14
028 111 31S	Fresno	161.24	152.00	SE4 Sec 32 15/15
028 111 10	Fresno	136.95	138.00	NE4 Sec 29 15/15 excl E2 SE4 NE4
019 120 17	Fresno	79.30	75.00	N2 SW4 Sec 18 14/15

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
028 120 15	Fresno	160.00	156.00	NW4 Sec 36 15/15
028 120 18S	Fresno	80.00	78.00	N2 SW4 Sec 36 15/15
028 111 19	Fresno	140.00	134.00	S2 NW4 & SW4 NE4 Sec 28 15/15 & E2 SE4 NE4 Sec 29 15/15
028 111 01S	Fresno	562.27	549.00	NW4, S2, & W2 NE4 Sec 30 15/15
028 111 20S	Fresno	193.69	193.00	N2 N2 & SE4 NE4 Sec 28 15/15
028 111 16S	Fresno	40.00	40.00	SE4 SE4 Sec 29 15/15
028 041 59	Fresno	13.26	0.00	Por E2 SW4 Sec 3 15/15 W of SLD
028 160 01S	Fresno	316.38	311.00	N 1/2 Section 11, T15s, R14E
028 030 51S	Fresno	120.00	117.00	E2 SW4 & SW4 SW4 Sec 9 15/15
028 041 26S	Fresno	74.04	35.00	W2 SW4 Sec 3 15/15
028 041 40S	Fresno	25.61	25.00	N3 W2 NE4 Sec 3 15/15
028 041 42	Fresno	24.00	27.00	C3 W2 NE4 Sec 3 15/15
028 101 19	Fresno	40.00	35.00	S2 NE4 NE4 & N2 SE4 NE4 Sec 26 15/14
045 040 33S	Fresno	20.00	19.00	N2 NW4 SW4 Sec 12 17/14
028 030 47S	Fresno	80.00	73.00	W2 NW4 Sec 9 15/15
028 030 50S	Fresno	40.00	35.00	NW4 SW4 Sec 9 15/15
038 050 35S	Fresno	95.23	94.00	SW4 Sec 12 16/13 E of Fwy
028 060 34	Fresno	160.00	159.00	S2 NW4 & N2 SW4 Sec 24 15/14
028 060 21S	Fresno	40.00	40.00	NE4 NW4 Sec 22 15/14
028 101 10S	Fresno	20.00	18.00	S2 NE4 NW4 Sec 26 15/14
028 150 32S	Fresno	20.00	19.00	S2 NE4 NE4 Sec 10 15/14
028 170 06	Fresno	20.00	18.00	N2 NE4 SW4 Sec 14 15/14
038 071 20S	Fresno	155.72	152.00	NE4 Sec 12 16/14
050 110 14S	Fresno	160.00	158.00	SE4 Sec 34 17/16
019 170 04S	Fresno	118.16	119.00	E 119 Ac NE4 Sec 36 14/14
019 170 05S	Fresno	60.00	60.00	W 40 Ac NE4 & E 20 Ac NW4 Sec 36 14/14
028 120 31S	Fresno	639.51	615.00	Sec 34 15/15
028 120 32S	Fresno	0.46	0.00	0.46 Ac SW Cor SE4 Sec 34 15/15
050 110 12S	Fresno	160.00	151.00	NW4 Sec 34 17/16
050 110 13S	Fresno	160.00	149.00	NE4 Sec 34 17/16
060 020 09S	Fresno	140.00	157.00	SE4 Sec 4 18/16
045 040 06	Fresno	25.00	25.00	S 25 Ac NE4 NW4 Sec 2 17/14
038 320 02	Fresno	60.00	60.00	SW4 NW4 & S2 SE4 NW4 Sec 2 16/14
050 040 01	Fresno	778.17	752.00	Sec 6 17/17
028 030 22S	Fresno	160.00	158.00	NE4 Sec 9 15/15
028 071 23S	Fresno	303.52	293.00	W2 Sec 16 15/15
028 071 39	Fresno	156.97	153.00	SE4 Sec 20 15/15
028 120 23	Fresno	160.00	156.00	SW4 Sec 26 15/15
050 110 11S	Fresno	160.00	162.00	SW4 Sec 34 17/16
050 030 10S	Fresno	203.88	203.00	E2 Sec 12 17/16
050 030 24S	Fresno	160.00	154.00	NW4 Sec 12 17/16
050 030 25S	Fresno	160.00	155.00	SW4 Sec 12 17/16

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
050 070 53S	Fresno	111.19	107.00	S 111.19 Ac NW4 Sec 13 17/16
050 070 23S	Fresno	160.00	152.00	SW4 Sec 13 17/16
050 070 30S	Fresno	44.00	44.00	S 1140 ft of Frac E2 Sec 13 17/16
050 070 55S	Fresno	129.03	129.00	129.03 Ac in E2 Sec 13 17/16
050 100 43S	Fresno	600.00	583.00	Sec 33 17/16 excl SW4 SW4
028 030 31S	Fresno	320.00	319.00	W2 Sec 8 15/15
028 030 41S	Fresno	320.00	310.00	E2 Sec 7 15/15
050 070 56	Fresno	26.25	26.00	Por NE4 SW4 Sec 24 17/16
050 070 58S	Fresno	35.15	35.00	35.15 Ac in S2 SW4 Sec 24 17/16
050 070 50S	Fresno	10.00	10.00	10 Ac in N2 SW4 Sec 24 17/16
050 070 60S	Fresno	72.50	61.00	72.50 Ac in NW4 Sec 24 17/16
050 110 01S	Fresno	635.15	626.00	Sec 27 17/16
028 030 26S	Fresno	40.00	32.00	SW4 SE4 Sec 9 15/15
040 150 20S	Fresno	15.69	15.00	N2 NW4 NE4 Sec 24 16/16
040 160 06	Fresno	10.00	10.00	NW4 SW4 SW4 Sec 24 16/16
028 030 05S	Fresno	40.00	40.00	SW4 SW4 Sec 5 15/15
028 071 40S	Fresno	80.00	75.00	N2 NW4 Sec 21 15/15
028 140 23	Fresno	77.26	77.00	S2 SE4 Sec 1 15/14
038 250 07	Fresno	1.25	1.00	S2 NE4 NE4 NE4 SE4 Sec 6 16/14
028 071 34	Fresno	476.93	464.00	N2 & SW4 Sec 20 15/15
028 071 06S	Fresno	318.18	311.00	S2 Sec 17 15/15
028 060 66S	Fresno	39.09	40.00	SW4 NW4 Sec 22 15/14
028 060 54S	Fresno	18.77	19.00	N2 NW4 NW4 Sec 22 15/14
028 060 64S	Fresno	9.78	10.00	S2 S2 SE4 NW4 Sec 22 15/14
028 060 19	Fresno	10.00	10.00	N2 S2 SE4 NW4 Sec 22 15/14
050 070 38S	Fresno	39.40	40.00	SW4 SW4 Sec 23 17/16
028 071 44	Fresno	20.00	16.00	N2 SW4 NW4 Sec 21 15/15
028 071 45	Fresno	60.00	60.00	S2 SW4 NW4 & SE4 NW4 Sec 21 15/15
028 071 47	Fresno	156.95	161.00	SW4 Sec 21 15/15
028 071 48	Fresno	80.00	76.00	N2 SE4 21 15/15
028 071 49	Fresno	76.95	77.00	S2 SE4 Sec 21 15/15
038 080 24	Fresno	160.00	156.00	NE4 Sec 7 16/15
028 111 14	Fresno	20.00	20.00	W2 SW4 SE4 Sec 29 15/15
040 150 22	Fresno	7.84	7.00	NW4 NE4 NE4 Sec 24 16/16
040 150 24	Fresno	7.84	8.00	NE4 NE4 NE4 Sec 24 16/16
028 170 17	Fresno	40.00	40.00	SW4 NE4 Sec 13 15/14
028 111 13	Fresno	20.00	20.00	S2 NW4 SE4 Sec 29 15/15
028 111 15	Fresno	20.00	20.00	E2 SW4 SE4 Sec 29 15/15
040 110 34S	Fresno	320.00	274.00	W2 Sec 25 16/16
050 040 19S	Fresno	397.60	396.00	NE diag Sec 7 17/17
050 070 02	Fresno	160.00	155.00	SE4 Sec 15 17/16
050 290 08	Fresno	1.00	1.00	1 Ac SW4 SW4 Sec 8 17/17

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
045 040 10S	Fresno	80.00	79.00	S2 SE4 Sec 2 17/14
045 040 11S	Fresno	80.00	79.00	N2 SE4 Sec 2 17/14
038 130 54S	Fresno	77.58	89.00	W2 NW4 Sec 20 16/14
028 060 74	Fresno	18.48	21.00	S2 SE4 SW4 Sec 22 15/14
028 060 76S	Fresno	115.82	117.00	SW4 Sec 22 15/14 exc S2 SE4 & N2 NW4
028 060 67S	Fresno	19.55	21.00	N2 NW4 SW4 Sec 22 15/14
045 040 34S	Fresno	60.00	58.00	E 3/4 S2 SW4 Sec 12 17/14
028 150 12S	Fresno	80.00	80.00	W2 NE4 Sec 10 15/14
028 150 14S	Fresno	20.00	20.00	N2 SE4 NE4 Sec 10 15/14
040 020 12S	Fresno	619.90	586.00	Sec 5 16/16
040 070 42	Fresno	317.58	316.00	E2 Sec 14 16/16
038 071 17	Fresno	40.00	39.00	NW4 NW4 Sec 12 16/14
040 110 15S	Fresno	640.00	632.00	Sec 35 16/16
040 110 16S	Fresno	640.00	643.00	Sec 34 16/16
050 020 47S	Fresno	617.35	607.00	Sec 4 17/16 exc W2 NW4 NW4 & 3 small parcels in W2 of Sec
050 030 21S	Fresno	320.00	310.00	S2 Sec 3 17/16
050 030 30S	Fresno	80.00	76.00	S2 NE4 Sec 3 17/16
050 030 31S	Fresno	80.00	82.00	S2 NW4 Sec 3 17/16
050 030 32S	Fresno	246.96	234.00	NW4 Sec 2 17/16 & N2 NE4 Sec 3 17/16
050 030 33S	Fresno	82.32	82.00	N2 NW4 Sec 3 17/16
028 081 78S	Fresno	40.00	48.00	NE4 SE4 24 15/15
028 120 47S	Fresno	80.00	77.00	S2 SE4 26 15/15
028 120 56S	Fresno	40.00	40.00	NE4 SE4 26 15/15
028 120 57S	Fresno	40.00	40.00	NW4 SE4 26 15/15
038 320 16	Fresno	20.00	20.00	N2 NE4 NE4 Sec 2 16/14
040 150 06	Fresno	20.00	21.00	S2 NE4 NE4 Sec 24 16/16
040 150 08	Fresno	10.00	10.00	SW4 NW4 NE4 Sec 24 16/16
040 150 12	Fresno	10.00	10.00	NW4 SE4 NE4 Sec 24 16/16
040 150 18	Fresno	10.00	10.00	SW4 SW4 NE4 Sec 24 16/16
040 160 21S	Fresno	51.22	47.00	NW4 SE4 & NW4 SW4 SE4 Sec 24 16/16
040 150 07	Fresno	10.00	11.00	SE4 NW4 NE4 Sec 24 16/16
040 150 13	Fresno	10.00	11.00	NE4 SE4 NE4 Sec 24 16/16
040 150 14S	Fresno	10.00	10.00	SE4 SE4 NE4 Sec 24 16/16
040 150 16	Fresno	5.00	5.00	S2 SW4 SE4 NE4 Sec 24 16/16
040 150 11	Fresno	10.00	10.00	NE4 SW4 NE4 Sec 24 16/16
040 160 10S	Fresno	10.00	10.00	NE4 SW4 SE4 Sec 24 16/16
040 150 29S	Fresno	36.97	37.00	N2 E2 NW4 Sec 24 16/16
040 160 05S	Fresno	10.00	10.00	SW4 NW4 SW4 Sec 24 16/16
040 160 07S	Fresno	10.00	10.00	NE4 SW4 SW4 Sec 24 16/16
040 150 28S	Fresno	35.68	37.00	NW4 NW4 Sec 24 16/16
040 160 16S	Fresno	20.00	20.00	S2 SW4 SW4 Sec 24 16/16
040 160 20S	Fresno	92.09	84.00	SW4 SE4 SW4 & N2 SE4 SW & N2 NW4 SW4 & NE4 SW4 Sec 24 16/16

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
040 150 15	Fresno	5.00	6.00	N2 SW4 SE4 NE4 Sec 24 16/16
050 040 14S	Fresno	636.96	625.00	Sec 5 17/17
045 070 46S	Fresno	79.19	88.00	NE2 NE4 Sec 23 17/15
050 290 02	Fresno	1.00	1.00	1 Ac SW4 SW4 Sec 8 17/17
040 160 03S	Fresno	20.00	20.00	S2 NE4 SE4 Sec 24 16/16
040 160 11	Fresno	20.00	20.00	N2 SE4 SE4 Sec 24 16/16
040 160 13S	Fresno	10.00	10.00	SE4 SW4 SE4 Sec 24 16/16
040 160 14	Fresno	10.00	10.00	SW4 SW4 SE4 Sec 24 16/16
040 160 17	Fresno	20.00	20.00	N2 NE4 SE4 Sec 24 16/16
040 160 18	Fresno	20.00	20.00	S2 SE4 SE4 Sec 24 16/16
045 040 12	Fresno	31.78	32.00	S3 of W3/5 of NE4 of Sec 2 17/14
045 040 13	Fresno	31.78	32.00	M3 of W3/5 of NE4 of Sec 2 17/14
045 040 14	Fresno	31.78	32.00	N3 of W3/5 of NE4 of Sec 2 17/14
045 040 36S	Fresno	155.93	152.00	SW4 Sec 2 17/14 E of Fwy
040 110 20S	Fresno	640.00	636.00	Sec 36 16/16
040 120 19S	Fresno	639.60	614.00	Sec 32 16/17
050 040 21S	Fresno	601.17	627.00	Sec 4 17/17 exc W 289' of SE4 & E 371' of SW4
050 040 12S	Fresno	540.00	533.00	NW4, SE4, E2 & SW4 NE4, N2 & N2 SE4 SW4 Sec 8 17/17
050 080 03S	Fresno	320.00	308.00	N2 Sec 16 17/17
050 080 04S	Fresno	320.00	321.00	S2 Sec 16 17/17
050 080 06	Fresno	80.00	78.00	N2 SE4 Sec 21 17/17
050 080 09	Fresno	40.00	40.00	NE4 NW4 Sec 21 17/17
050 080 15S	Fresno	120.00	120.00	W2 NW4 & SE4 NW4 Sec 21 17/17
050 080 22S	Fresno	58.20	60.00	SE4 SE4 & E2 SW4 SE4 Sec 21 17/17
050 080 27S	Fresno	150.12	162.00	W2 SW4 SE4 & SW4 Sec 21 17/17 exc W 900' of S 1300'
050 290 01	Fresno	53.00	50.00	S2 SE4 SW4 & Frac'l SW4 SW4 Sec 8 17/17
050 290 07	Fresno	2.00	1.00	2 Ac in SW4 SW4 Sec 8 17/17
050 290 11	Fresno	2.00	2.00	2 Ac SW4 SW4 Sec 8 17/17
050 290 03	Fresno	0.25	0.00	.25 Ac SW4 SW4 Sec 8 17/17
060 060 71S	Fresno	620.33	611.00	Sec 5 18/18 exc W 720' of S 1,050'
026 330 03S	Kings	80.00	80.00	S2 NW4 Sec 34 20/19
036 130 013	Kings	5.00	5.00	Por SE4 NE4 NW4 Sec 16 21/19
036 140 005	Kings	80.00	80.00	E2 SW4 Sec 16 21/19
026 260 028	Kings	160.00	156.00	NW4 Sec 22 20/19
024 190 060	Kings	2.00	0.00	Por SW4 Sec 26 19/19 SE of Rd
024 200 012	Kings	1.30	1.00	1 Ac NE4 SE4 Sec 26 19/19 SE of Rd
024 200 020	Kings	34.67	33.00	34.67 Ac SE4 Sec 26 19/19 SE of Rd & W of S&O Line
026 020 011	Kings	1.00	0.00	SW Cor SW4 Sec 10 20/19
026 260 001	Kings	80.00	76.00	W2 SW4 Sec 16 20/19
026 260 002	Kings	40.00	37.00	NE4 SW4 Sec 16 20/19
026 260 004	Kings	156.36	138.00	NW4 Sec 15 20/19
026 260 009	Kings	320.00	304.00	S2 Sec 15 20/19

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
026 260 026	Kings	40.00	36.00	NW4 SE4 Sec 22 20/19
026 260 027	Kings	160.00	156.00	SW4 Sec 22 20/19
026 260 029	Kings	640.00	624.00	Sec 21 20/19
026 260 031	Kings	80.00	80.00	E2 SE4 Sec 22 20/19
026 260 033	Kings	160.00	151.00	NE4 Sec 22 20/19
026 260 034	Kings	156.36	138.00	NE4 Sec 15 20/19
026 260 037	Kings	334.42	206.00	SW4 & W2 E2 Sec 14 20/19
026 280 016	Kings	5.00	5.00	S2 SW4 SW4 SE4 Sec 16 20/19
026 280 017	Kings	3.75	2.50	Por S2 NW4 SW4 SE4 Sec 16 20/19
026 280 018	Kings	1.25	1.00	N2 SW4 NW4 SW4 SE4 Sec 16 20/19
026 280 025	Kings	0.33	0.00	Por NE4 SE4 SE4 SE4 Sec 16 20/19
026 280 026	Kings	0.30	0.00	Por NE4 SE4 SE4 SE4 Sec 16 20/19
026 280 027	Kings	1.28	0.00	Por NE4 SE4 SE4 Sec 16 20/19
026 280 028	Kings	6.23	6.00	Por NE4 SE4 SE4 Sec 16 20/19
026 280 030	Kings	3.75	3.50	Por S2 NW4 SE4 SE4 Sec 16 20/19
026 320 007	Kings	160.00	155.00	NW4 Sec 28 20/19
026 320 009	Kings	80.00	78.00	E2 NE4 Sec 28 20/19
026 320 010	Kings	160.00	158.00	SE4 Sec 28 20/19
026 320 021	Kings	80.00	77.00	W2 NW4 Sec 33 20/19
026 320 022	Kings	80.00	77.00	E2 NW4 Sec 33 20/19
026 320 023	Kings	80.00	77.00	W2 NE4 Sec 33 20/19
026 320 024	Kings	80.00	77.00	E2 NE4 Sec 33 20/19
026 320 025	Kings	80.00	77.00	E2 SE4 Sec 33 20/19
026 320 026	Kings	80.00	77.00	W2 SE4 Sec 33 20/19
026 320 027	Kings	80.00	78.00	E2 SW4 Sec 33 20/19
026 320 028	Kings	80.00	77.00	W2 SW4 Sec 33 20/19
026 330 001	Kings	639.70	629.00	Sec 27 20/19
026 330 033	Kings	80.00	80.00	W2 SW4 Sec 34 20/19
026 330 036	Kings	40.00	40.00	NW4 NE4 Sec 34 20/19
026 330 037	Kings	80.00	75.00	N2 NW4 Sec 34 20/19
026 330 055	Kings	219.29	204.00	219.29 Ac in E2 Sec 34 20/19
036 030 004	Kings	80.00	76.00	S2 SW4 Sec 4 21/19
036 030 005	Kings	80.00	76.00	N2 SW4 Sec 4 21/19
036 030 006	Kings	640.00	597.00	Sec 9 21/19
036 040 007	Kings	2.50	2.00	NE4 NE4 SE4 NW4 Sec 8 21/19
036 040 010	Kings	2.50	2.50	SE4 NE4 SE4 NW4 Sec 8 21/19
036 040 011	Kings	1.25	1.25	N2 NE4 SE4 SE4 NW4 Sec 8 21/19
036 040 024	Kings	7.50	7.50	Por SE4 SE4 SW4 Sec 8 21/19
036 040 026	Kings	2.50	2.00	SW4 SW4 SE4 SW4 Sec 8 21/19
036 040 027	Kings	1.25	1.00	S2 NW4 SW4 SE4 SW4 Sec 8 21/19
036 040 028	Kings	1.25	1.00	N2 NW4 SW4 SE4 SW4 Sec 8 21/19
036 040 030	Kings	5.00	5.00	W2 NW4 SE4 SW4 Sec 8 21/19

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
036 040 034	Kings	1.25	1.00	W2 SW4 SW4 SE4 NW4 Sec 8 21/19
036 040 035	Kings	5.00	5.00	N2 SW4 SE4 NW4 Sec 8 21/19
036 040 046	Kings	1.73	1.00	Por NW4 SE4 SE4 SW4 Sec 8 21/19
036 040 047	Kings	32.50	32.50	Por E2 NW4 Sec 8 21/19
036 040 048	Kings	37.50	37.00	Por E2 W2 Sec 8 21/19
036 040 049	Kings	177.50	160.00	Por W2 Sec 8 21/19
036 050 001	Kings	78.66	79.00	W2 NE4 Sec 4 21/19
036 050 017	Kings	5.00	5.00	N2 SW4 SE4 SE4 Sec 4 21/19
036 050 022	Kings	5.00	5.00	W2 SE4 SW4 SE4 Sec 4 21/19
036 050 027	Kings	20.00	16.00	E2 NW4 SE4 Sec 4 21/19
036 050 028	Kings	20.00	20.00	W2 NW4 SE4 Sec 4 21/19
036 050 029	Kings	40.00	35.00	NE4 NE4 Sec 4 21/19
036 050 030	Kings	30.00	24.00	Por SE4 NE4 Sec 4 21/19
036 050 031	Kings	85.00	80.00	Por SE4 Sec 4 21/19
036 050 032	Kings	7.50	5.00	Por S4 SE4 SE4 Sec 4 21/19
036 050 033	Kings	15.00	13.00	Por W2 SW4 SE4 Sec 4 21/19
036 060 045	Kings	279.41	279.00	Por Sec 3 21/19 W of WWD Boundary
036 060 022	Kings	30.70	28.00	SW4 Sec 10 21/19 W of Canal
036 060 023	Kings	41.00	30.00	S2 NW4 Sec 10 21/19 W of Canal
036 060 024	Kings	26.85	26.00	NE4 NW4 Sec 10 21/19 W of Canal
036 130 005	Kings	1.25	1.00	S2 NW4 NW4 NE4 NW4 Sec 16 21/19
036 130 007	Kings	5.00	5.00	N2 NE4 NE4 NW4 Sec 16 21/19
036 130 008	Kings	1.25	1.00	N2 SE4 NE4 NE4 NW4 Sec 16 21/19
036 130 009	Kings	1.25	1.00	N2 SW4 NE4 NE4 NW4 Sec 16 21/19
036 130 014	Kings	2.50	3.00	SE4 SE4 NE4 NW4 Sec 16 21/19
036 130 016	Kings	2.50	3.00	SE4 SW4 NE4 NW4 Sec 16 21/19
036 130 017	Kings	1.25	3.00	S2 SW4 SW4 NE4 NW4 Sec 16 21/19
036 130 018	Kings	1.25	1.00	N2 NW4 NW4 SE4 NW4 Sec 16 21/19
036 130 023	Kings	5.00	5.00	S4 NW4 SE4 NW4 Sec 16 21/19
036 130 024	Kings	1.25	1.00	N2 SW4 NE4 SE4 NW4 Sec 16 21/19
036 130 027	Kings	10.00	10.00	SE4 SE4 NW4 Sec 16 21/19
036 130 028	Kings	1.00	1.00	Por S2 SE4 SW4 SE4 NW4 Sec 16 21/19
036 130 031	Kings	5.00	5.00	N2 SW4 SE4 NW4 Sec 16 21/19
036 130 035	Kings	4.00	5.00	S2 SW4 SW4 NW4 Sec 16 21/19
036 130 039	Kings	1.25	1.00	S2 SW4 SW4 NW4 NW4 Sec 16 21/19
036 130 040	Kings	1.25	1.00	N2 SW4 SW4 NW4 NW4 Sec 16 21/19
036 130 045	Kings	30.00	30.00	Por NE4 NE4 Sec 16 21/19
036 130 046	Kings	7.50	8.00	Por NW4 SE4 NE4 Sec 16 21/19
036 130 047	Kings	2.50	3.00	Por SW4 SE4 NE4 Sec 16 21/19
036 130 048	Kings	2.50	3.00	SE4 SE4 SW4 NE4 Sec 16 21/19
036 130 049	Kings	5.00	6.00	N2 SE4 SW4 NE4 Sec 16 21/19
036 130 051	Kings	1.25	2.00	W2 SW4 SE4 SW4 NE4 Sec 16 21/19

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
036 130 052	Kings	10.00	12.00	SW4 SW4 NE4 Sec 16 21/19
036 130 053	Kings	20.00	24.00	N2 SW4 NE4 Sec 16 21/19
036 130 054	Kings	40.00	38.00	NW4 NE4 Sec 16 21/19
036 130 055	Kings	35.00	31.00	Por N2 NW4 Sec 16 21/19
036 130 056	Kings	5.00	5.00	N2 SW4 SW4 NW4 Sec 16 21/19
036 130 057	Kings	26.25	25.00	Por S2 NW4 Sec 16 21/19
036 130 058	Kings	5.00	5.00	Por E2 E2 NW4 Sec 16 21/19
036 130 059	Kings	3.75	3.00	Por S2 NE4 SE4 NW4 Sec 16 21/19
036 140 001	Kings	2.50	3.00	NW4 NW4 NW4 SW4 Sec 16 21/19
036 140 004	Kings	2.50	3.00	NE4 NE4 NW4 SW4 Sec 16 21/19
036 140 006	Kings	5.00	6.00	N2 NW4 NW4 SE4 Sec 16 21/19
036 140 007	Kings	2.50	3.00	W2 W2 NE4 NW4 SE4 Sec 16 21/19
036 140 008	Kings	1.56	2.00	Por E2 W2 NE4 NW4 SE4 Sec 16 21/19
036 140 009	Kings	3.30	4.00	Por NE4 NW4 SE4 Sec 16 21/19
036 140 010	Kings	5.00	6.00	S2 NW4 NW4 SE4 Sec 16 21/19
036 140 011	Kings	2.50	3.00	Por SE4 NW4 SE4 Sec 16 21/19
036 140 013	Kings	1.25	2.00	E2 SW4 SW4 NW4 SE4 Sec 16 21/19
036 140 017	Kings	15.00	14.00	Por SW4 SW4 Sec 16 21/19
036 140 018	Kings	15.00	14.00	Por S2 SW4 SW4 Sec 16 21/19
036 140 020	Kings	5.00	5.00	N2 NW4 SW4 SW4 Sec 16 21/19
036 140 023	Kings	5.00	5.00	Por SW4 NW4 SW4 Sec 16 21/19
036 140 026	Kings	2.50	3.00	NE4 SE4 NW4 SW4 Sec 16 21/19
036 140 027	Kings	1.25	1.00	N2 NE4 SW4 NW4 SW4 Sec 16 21/19
036 140 028	Kings	1.25	1.00	S2 SE4 NE4 NW4 NW4 Sec 16 21/19
036 140 029	Kings	1.25	1.00	N2 SE4 NE4 NW4 NW4 Sec 16 21/19
036 140 030	Kings	1.25	1.00	S2 SW4 NE4 NW4 NW4 Sec 16 21/19
036 140 033	Kings	16.25	20.00	N2 SW4 NE4 NW4 NW4 Sec 16 21/19
036 210 021	Kings	14.42	15.00	Por NW4 NW4 Sec 32 21/19 W of Canal
038 070 009	Kings	0.05	0.00	0.05 Ac SE Cor Sec 1 22/18
042 010 037	Kings	160.01	151.00	Por W2 Sec 6 22/19 SE of Canal
024 221 023	Kings	0.40	0.40	Por W2 W2 NW4 NE4 Sec 27 19/19
024 221 030	Kings	0.30	0.30	Por W2 W2 NW4 NE4 Sec 27 19/19
024 221 036	Kings	0.80	0.90	Por W2 W2 NW4 NE4 Sec 27 19/19
024 221 037	Kings	0.20	0.20	Por W2 W2 NW4 NE4 Sec 27 19/19
024 221 039	Kings	0.10	0.10	Por W2 W2 NW4 NE4 Sec 27 19/19
024 222 008	Kings	0.20	0.20	Por E2 W2 NW4 NE4 Sec 27 19/19
024 222 012	Kings	0.20	0.20	Por E2 W2 NW4 NE4 Sec 27 19/19
024 222 023	Kings	0.10	0.10	Por E2 W2 NW4 NE4 Sec 27 19/19
024 222 025	Kings	0.20	0.20	Por E2 W2 NW4 NE4 Sec 27 19/19
024 222 026	Kings	0.10	0.10	Por E2 W2 NW4 NE4 Sec 27 19/19
036 150 021	Kings	2.50	2.00	SW4 SW4 SE4 SW4 Sec 20 21/19
026 320 011	Kings	160.00	158.00	SW4 Sec 28 20/19

Lands Acquired by Westlands through the
Sagoupe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
036 130 050	Kings	1.75	2.00	E2 SW4 SE4 SW4 NE4 Sec 16 21/19
036 140 025	Kings	2.50	3.00	NW4 SE4 NW4 SW4 Sec 16 21/19
036 120 027	Kings	15.00	15.00	Por N2 NW4 SW4 Sec 20 21/19
036 130 021	Kings	2.50	3.00	S2 N2 NE4 SE4 NW4 Sec 16 21/19
036 040 018	Kings	5.00	5.00	W2 NE4 NE4 SW4 Sec 8 21/19
024 222 016	Kings	0.20	0.20	Por E2 W2 NW4 NE4 Sec 27 19/19
024 221 024	Kings	0.80	0.80	Por W2 W2 NW4 NE4 Sec 27 19/19
036 030 007	Kings	320.00	297.00	E2 Sec 8 21/19
036 060 025	Kings	40.00	41.00	NW4 NW4 Sec 10 21/19
026 260 003	Kings	40.00	38.00	SE4 SW4 Sec 16 20/19
036 150 008	Kings	2.50	2.00	NW4 SE4 SE4 SW4 Sec 20 21/19
036 050 015	Kings	2.50	2.00	NW4 SE4 SE4 SE4 Sec 4 21/19
036 190 013	Kings	5.00	5.00	Lots 105 to 109; Lots 132 to 136 of Sec 32 21/18
036 130 010	Kings	5.00	5.00	Lots 75, 76, 85, 86 of Sec 16 21/19
026 280 019	Kings	5.00	5.00	Lots 327, 328, 329, 330 of Sec 16 20/19
038 031 003	Kings	0.25	0.25	Lot 36 Sec 24 21/17
036 130 012	Kings	2.50	3.00	NW4 SE4 NE4 NW4 Sec 16 21/19
036 130 038	Kings	10.00	10.00	NW4 SW4 NW4 Sec 16 21/19
036 050 024	Kings	5.00	4.00	E2 SW4 SW4 SE4 Sec 4 21/19
050 060 45S	Fresno	475.15	457.00	N2 & SE4 Sec 21 17/16
028 030 34S	Fresno	54.77	54.00	NE4 SW4, NW4 SE4 SW4, & W2 SW4 SE4 SW4 Sec 7 15/15
028 030 46S	Fresno	75.96	75.00	W2 SW4 Sec 7 15/15
028 071 01S	Fresno	639.95	626.00	Sec 18 15/15
028 071 33S	Fresno	160.00	160.00	NE4 Sec 19 15/15
026 330 034	Kings	137.62	114.00	137.62 Ac in SW4, SE4 & NE4 Sec 34 20/19
026 260 021	Kings	480.00	451.00	W2 & W2 E2 Sec 23 20/19
026 330 057	Kings	155.87	150.00	W2 Sec 35 20/19 NW of Canal
026 330 074	Kings	320.30	308.00	W2 Sec 26 20/19
036 120 019	Kings	131.48	115.00	W2 Sec 21 21/19 W of Canal
036 120 029	Kings	5.00	4.00	N2 NW4 NW4 SW4 Sec 20 21/19
036 120 043	Kings	50.00	53.00	Por W2 SW4 Sec 20 21/19
036 150 004	Kings	5.00	5.00	N2 SE4 NE4 SW4 Sec 20 21/19
036 150 017	Kings	10.00	10.00	SW4 NE4 SW4 Sec 20 21/19
036 150 018	Kings	31.25	30.00	Por E2 SW4 Sec 20 21/19
036 210 002	Kings	304.33	281.00	NWD Sec 29 21/19 W of Canal
036 210 019	Kings	543.40	521.00	Sec 31 21/19 W of Canal
042 010 030	Kings	20.15	6.00	Por SW4 Sec 6 22/19 W of Canal
042 010 041	Kings	117.36	114.00	NWD NW4 Sec 6 22/19 NW of Canal
024 190 045	Kings	106.40	100.00	SE4 Sec 34 19/19 SE of Rd
024 190 047	Kings	258.19	236.00	W2 Por Sec 35 19/19 SE of Rd & W of S&O Line excl N 52.25 Ac
024 190 062	Kings	52.25	45.00	N 52.25 Sec 35 19/19 SE of Rd & W of S&O Line

Lands Acquired by Westlands through the
Sagouspe Settlement

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
	Sagouspe Subtotal	45,585.25	44,237.70	

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
028 081 61S	Fresno	201.48	0.00	SW Diag Sec 14 15/15 lying W of SLD
028 081 63S	Fresno	74.13	0.00	N2 NE4 Sec 23 15/15
028 230 08S	Fresno	19.40	0.00	W2 NE4 NE4 Sec 15 15/15
028 230 15S	Fresno	6.63	0.00	SE4 NE4 NE4 Sec 15 15/15 W of SLD
028 230 25S	Fresno	20.00	0.00	W2 SE4 NE4 Sec 15 15/15
028 230 26S	Fresno	19.99	0.00	E2 SE4 NE4 Sec 15 15/15
028 230 28S	Fresno	20.00	0.00	N2 NE4 SE4 Sec 15 15/15
028 230 29S	Fresno	1.71	0.00	Por NE4 NE4 NE4 Sec 15 15/15 W of SLD

Subtotal 363.34 0

Owned
Grandtotal 84,191.05 81,504.70

Lands Not Currently Owned by Westlands But With Non-Irrigation Covenants Recorded

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
028 071 54S	Fresno	200.00	196.00	N2 Sec 19 15/15
019 050 55S	Fresno	160.13	155.00	SE4 Sec 11 14/14
019 050 56S	Fresno	469.69	469.00	N2 & SW4 Sec 11 14/14
019 050 16S	Fresno	158.14	157.00	NE4 Sec. 12 14/14
019 050 19S	Fresno	79.09	78.00	W2 SE4 Sec 12 14/14
019 050 48S	Fresno	36.80	36.00	NW4 SW4 Sec 12 14/14
019 050 50S	Fresno	237.29	230.00	NW4 & E2 SW4 Sec 12 14/14
019 050 59S	Fresno	77.43	79.00	E2 SE4 Sec 12 14/14
060 041 02	Fresno	0.60	0.00	Por Lot 6 S2 Sec 7 18/17
060 041 03	Fresno	383.98	385.00	N2 Sec 7 18/17
060 042 03S	Fresno	280.53	270.00	Frac'l S2 Sec 8 18/17
060 042 04S	Fresno	309.02	307.00	Frac'l N2 Sec 8 18/17
060 042 16S	Fresno	160.00	160.00	NW4 Sec 9 18/17
060 042 17S	Fresno	160.00	160.00	SW4 Sec 9 18/17
060 042 26S	Fresno	80.00	76.00	S2 SE4 Sec 9 18/17
060 042 27S	Fresno	160.00	160.00	N2 SE4 & S2 NE4 Sec 9 18/17
060 050 38S	Fresno	9.08	7.00	E 9. 08 Ac SE4 Sec 3 18/17
060 050 48S	Fresno	148.87	146.00	Frac'l SE4 Sec 3 18/17
060 050 52S	Fresno	157.59	154.00	Frac'l NE4 Sec 3 18/17
012 190 55S	Fresno	10.00	9.00	NE 10 Ac W2 SE4 Sec 36 13/14
011 100 07S	Fresno	306.33	296.00	S2 Sec 14 13/13
011 100 14S	Fresno	153.09	150.00	NW4 Sec 13 13/13
011 100 15S	Fresno	153.09	150.00	NE4 Sec 13 13/13
011 100 16S	Fresno	153.09	150.00	SE4 Sec 13 13/13
011 100 17S	Fresno	153.09	150.00	SW4 Sec 13 13/13
011 100 20S	Fresno	1.01	0.00	NE cor NE4 Sec 14 13/13
011 100 23S	Fresno	153.27	155.00	NE4 Sec 14 13/13
011 100 24S	Fresno	154.29	150.00	NW4 Sec 14 13/13
028 101 51S	Fresno	220.00	210.00	W2 NW4 NW4 & SW4 NW4 & SW4 35 15/14
028 101 22	Fresno	80.00	79.00	W2 SW4 25 15/14
028 101 23S	Fresno	80.00	79.00	E2 SW4 Sec 25 15/14
028 101 45S	Fresno	158.16	151.00	NE4 Sec 36 15/14
028 101 46S	Fresno	158.16	155.00	SE4 Sec 36 15/14
028 101 47S	Fresno	160.00	157.00	SW4 Sec 36 15/14
028 101 48S	Fresno	160.00	156.00	NW4 Sec 36 15/14
028 101 50S	Fresno	160.00	160.00	SE4 Sec 35 15/14
028 101 53	Fresno	20.00	20.00	W2 SE4 NW4 Sec 35 15/14
038 320 17	Fresno	161.03	156.00	NW4 Sec 1 16/14
038 320 18S	Fresno	160.00	157.00	SW4 Sec 1 16/14
038 320 23S	Fresno	156.82	150.00	NE4 Sec 1 16/14
028 101 76S	Fresno	222.84	218	NE4 & E 3/4 N2 NW4 35 15/14
019 050 61S	Fresno	80.22	80.00	E2 Sec 10 14/14 (Portion)

Total	6,482.73	6,363.00
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Currently Federally Owned Lands to be Made Subject to Non-Irrigation Covenants

APN #	County	Assessable Acres	Irrigable Acres	Legal Description
019 050 08S	Fresno	158.18	154.00	SW4 Sec 1 14/14
019 050 10	Fresno	6.85	0.00	6.85 ac at W 1/4 Cor E2 Sec 1 14/14
019 050 58S	Fresno	155.48	154.00	SE4 Sec 1 14/14
019 050 42S	Fresno	19.07	19.00	Por SW4 SW4 Sec 12 14/14
019 050 52S	Fresno	16.48	15.00	Por W2 SW4 Sec 12 14/14
028 230 02S	Fresno	35.00	35.00	Por NW4 Sec 15 15/15
028 230 04S	Fresno	5.00	5.00	Por NW4 Sec 15 15/15
028 081 42S	Fresno	60.00	50.00	Por S2 Sec 15 15/15
028 230 23S	Fresno	10.00	0.00	Por NE4 Sec 15 15/15
028 230 24S	Fresno	50.00	50.00	Por NE4 Sec 15 15/15
028 081 41S	Fresno	60.00	58.00	Por S2 Sec 15 15/15
028 230 05S	Fresno	40.00	40.00	Por NW4 Sec 15 15/15
028 071 26S	Fresno	80.00	75.00	Por E2 Sec 16 15/15
028 071 29S	Fresno	40.00	41.00	Por E2 Sec 16 15/15
028 071 27S	Fresno	60.00	58.00	Por E2 Sec 16 15/15
028 230 21S	Fresno	39.09	34.00	Por NW4 Sec 15 15/15
028 230 22S	Fresno	40.00	37.00	Por NW4 Sec 15 15/15
028 071 25S	Fresno	70.00	67.00	Por E2 Sec 16 15/15
028 071 24S	Fresno	10.00	10.00	Por E2 Sec 16 15/15
028 120 33S	Fresno	19.22	21.00	Por NW4 NW4 Sec 27 15/15
028 120 35S	Fresno	19.22	20.00	Por NW4 NW4 Sec 27 15/15
028 120 37S	Fresno	19.22	21.00	Por NE4 NW4 Sec 27 15/15
028 120 39S	Fresno	18.99	21.00	Por NE4 NW4 Sec 27 15/15
028 081 36S	Fresno	160.00	130.00	Por S2 Sec 15 15/15
028 081 67S	Fresno	90.00	91.00	Por S2 Sec 15 15/15
028 081 68S	Fresno	40.00	41.00	Por S2 Sec 15 15/15
028 071 31S	Fresno	10.00	10.00	Por E2 Sec 16 15/15
028 071 30S	Fresno	20.00	21.00	Por E2 Sec 16 15/15
028 071 28	Fresno	30.00	31.00	Por E2 Sec 16 15/15
028 081 39	Fresno	30.00	30.00	Por S2 Sec 15 15/15
019 120 33S	Fresno	319.12	315.00	W2 Sec 20 14/15
019 120 39S	Fresno	125.14	121.00	Por E2 SW of SLD Sec 20 14/15

Total 1,856.06 1,775.00

**AGREEMENT BETWEEN THE UNITED STATES AND WESTLANDS WATER
DISTRICT**

ATTACHMENT B

TITLE TRANSFER OF FACILITIES

Attachment B – Facilities, Equipment and Real Property to be Transferred from United States to Westlands

As provided for and subject to paragraph 9(f) of the Agreement, the United States shall transfer ownership of the following property to Westlands under terms and conditions to be developed as part of the title transfer process conveying all right, title and interest of federally owned facilities, equipment, and real property to Westlands.

Real Property to be Transferred

All real property interests held by the United States in lands underlying or otherwise associated with the facilities and equipment listed below, including all fee title, easements and rights of way.

Facilities and Equipment to be Transferred

- 1) San Luis Canal System, excluding the main canal which is integrated with the California Aqueduct. These appurtenant features include:
 - a) Internal water distribution system within Westlands, constructed pursuant to the 1965 Repayment Contract, including:
 - i) Approximately 1,045 miles of buried pipeline.
 - b) Pumping plants within Westlands, including:
 - i) San Luis Canal Left and Right Bank pumping plants. Includes but is not limited to Pumping Plants P1 through P38 located at the head end of the gravity laterals to supply the head required for the "P" laterals. Pumping Plants, tanks, reservoirs, re-lift pumping plants to serve lands west of the San Luis Canal. Pumping Plant 7.05 off Lateral 7.
 - c) Related structures, appurtenances, pumping plants, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.
- 2) Mendota Pool System, including:
 - a) Inlet Canal from the Fresno Slough.
 - b) Pumping plants
 - i) 6-1, 6-2, 7-1, 7-2.
 - c) Related structures, appurtenances, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.
- 3) Pleasant Valley System, including:
 - a) Intake canal and pipeline.
 - b) Pleasant Valley Pumping Plant.
 - c) Coalinga Canal, including related check structures, turnouts, and headworks.
 - d) Pleasant Valley distribution system and pumping plants along the Coalinga Canal.

- e) Related structures, appurtenances, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.
- 4) Drainage collection system, including:
 - a) Carrier and collector pipelines, sumps, and sump pumps.
 - b) San Luis Drain from Sta 6678+45 to Sta 8520+22.87. (Crossing with DMC to Laguna Ave crossing)
 - c) Related structures, appurtenances, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property. .
- 5) Tranquillity Field Office
 - a) Buildings at 32650 West Adams Avenue, Tranquillity, CA 93668.
 - b) All related fixtures and furnishings as specifically identified through the title transfer process of federally owned facilities, equipment, and real property. .
- 6) Huron Field Office
 - a) Buildings at 32450 South Lassen Avenue, Huron, CA 93234.
 - b) All related fixtures and furnishings as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.

**AGREEMENT BETWEEN THE UNITED STATES AND WESTLANDS WATER
DISTRICT**

ATTACHMENT C

DRAFT LEGISLATION

114th Congress
1st Session

H.R. _____

IN THE HOUSE OF REPRESENTATIVES

_____, __, 20__

A BILL

To affirm “The Agreement Between the United States and Westlands Water District” dated _____, “The Agreement Between the United States, San Luis Water District, Panoche Water District and Pacheco Water District” dated _____, and for other purposes.

Be it enacted by the Senate and the House of Representatives of the United States of America in Congress assembled.

SEC. 1. SHORT TITLE.

This Act may be cited as the “San Luis Unit Drainage Resolution Act.”

SEC. 2. DEFINITIONS.

In this Act:

- (a) The term “Northerly Districts Agreement” means the Agreement between the United States, San Luis Water District, Panoche Water District and Pacheco Water District;
- (b) The term “Project” means the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;
- (c) The term “Project Water” means all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;
- (d) The term “San Luis Act” means the Act of June 3, 1960, Public Law No. 86-488 and all Acts amendatory thereof and supplementary thereto;
- (e) The term “San Luis Unit” means those lands identified in section 1 of the Act of June 3, 1960 (Public Law 86-488, 74 Stat. 156);
- (f) As used herein, the term “San Luis Unit Contractors” means Westlands Water District (including Broadview Water District lands annexed within Westlands Water District), San Luis Water District, Panoche Water District, and Pacheco Water District;

- (g) The term “Secretary” means the Secretary of the Interior;
- (h) The term “Westlands Agreement” means the “Agreement between the United States and Westlands Water District to Settle Litigation Concerning the United States’ Duty to Provide Drainage Service, dated _____, 2014”

SEC. 3. APPROVAL OF AGREEMENTS.

(a) Notwithstanding any other provision of law, unless otherwise specified herein, the Secretary is hereby directed to implement the terms and conditions of the Westlands Agreement.

(b) Notwithstanding any other provision of law, unless otherwise specified herein, the Secretary is directed to implement the terms and conditions of the Northerly Districts Agreement.

SEC. 4. RELIEF FROM DRAINAGE OBLIGATION.

(a) AMENDMENTS TO THE SAN LUIS UNIT AUTHORIZATION.—The San Luis Act is amended as follows:

- (1) In the second sentence of section 1(a) strike the words “distribution systems, drains.”
- (2) In the sixth sentence of Section 1(a), by inserting a period following the phrase “and the terms and conditions of this Act” and striking all that follows.
- (3) In section 5, by striking the first sentence and inserting “Notwithstanding any other provision of law, the Secretary of the Interior shall have no duty to provide drainage or drainage service to the San Luis Unit. Each contractor within the San Luis Unit that receives water for the purpose of irrigation shall be responsible for the management of drainage water within its boundaries, in accordance with Federal and California law consistent with the Westlands Agreement and Northerly District Agreement respectively.”
- (4) In the first sentence of Section 8 by striking the words “other than distribution systems and drains.”
- (5) In the third sentence of Section 8, strike everything between the word “required” through and including “(b)” inserting a period following the word “unit.” Strike the remainder of the Proviso in Section 8.

SEC. 5. DRAINAGE IMPLEMENTATION.

Upon enactment of this Act, and as provided in the Westlands Agreement, Westlands Water District shall assume all legal responsibility for the management of drainage water within its boundaries, in accordance with Federal and California law.

SEC. 6. WATER DELIVERY CONTRACTS.

(a) **CONTRACT CONVERSION**—The Secretary is directed to convert Westlands Water District's existing long-term or interim renewal water service contract entered into under section 9(e) of the Act of August 4, 1939 (53 Stat. 1196), to a repayment contract under section 9(d) and 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195, 1194) consistent with the Westlands Agreement.

(b) Notwithstanding subsection (a) and as provided in the Westlands Agreement, the Secretary shall make allocation decisions in the Project consistent with the requirements of all current or future enacted Federal law, including, but not limited to the Federal Endangered Species Act, Reclamation law, and applicable California State Water Resources Control Board requirements.

- (1) Conversion of Westlands Water District's contract in subsection (a) shall not afford Westlands Water District any greater or lesser rights to an annual allocation of Project Water than Westlands Water District had prior to the conversion of its contract under this Act.
- (2) If there is a Condition of Shortage in the amount of water available for delivery to the San Luis Unit Contractors because of errors in physical operations of the Project, drought, other physical causes beyond the control of the Contracting Officer or actions taken by the Contracting Officer to meet legal obligations, no liability shall accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

(c) WATER SERVICE CONTRACT FOR LEMOORE NAVAL AIR STATION—

- (1) The Secretary is directed to enter into a contract under section 9(e) of the Act of August 4, 1939 (53 Stat. 1196), with the Secretary of the Navy for the delivery of Project Water, to the Lemoore Naval Air Station to meet the irrigation needs of Lemoore Naval Air Station associated with air operations.
- (2) The contract amount of Project Water made available to the Lemoore Naval Air Station under this 9(e) contract entered into pursuant to paragraph (1) shall be determined by the Secretary through technical analysis with the Lemoore Naval Air Station.
- (3) In any year in which there may occur a Condition of Shortage in the amount of water available for delivery, the Contracting Officer shall allocate the available Project

Water to Lemoore Naval Air Station according to the allocation steps for M&I water service contractors under the Central Valley Project M&I Water Shortage Policy (Policy) in its form on the effective date of this Contract for determining the amount of Project Water available for delivery to Lemoore Naval Air Station. For purposes of determining “historical use” under the Policy, Reclamation shall consider past water use for irrigation needs by the Lemoore Naval Air Station under the contract authorized by this Section, or such use previous to the contract.

SEC. 7. REPAYMENT OBLIGATIONS.

(a) **SUSPENSION OF CAPITAL OBLIGATION**—Upon enactment of this Act, Westlands Water District’s capital repayment obligation and payments under its existing water service contracts and the April 1, 1965, repayment contract between the United States and Westlands Water District (contract numbered 14-06-200-2020-A) as further defined in subsection (b) , shall be suspended until the execution of the 9(d) repayment contract referenced in section 6, and upon execution of the 9(d) repayment contract, Westlands Water District shall receive a credit against future operation and maintenance costs payable to the United States in the amount of the capital costs under the existing water service contracts and the 1965 Repayment Contract paid by Westlands between the date of the Westlands Agreement and the date of enactment of this Act. Costs incurred by the United States for purposes of revaluating, planning, or providing drainage service to Westlands shall be non-reimbursable as set forth in paragraph 9(c)(iv) of the Westlands Agreement.

(b) **RELIEF OF CAPITAL REPAYMENT OBLIGATIONS**—

(1) Upon the date of execution of the 9(d) repayment contract referenced in section 6(a), and as set forth in the Westlands Agreement:

(A) Westlands Water District shall be relieved of its capital repayment obligations under the June 5, 1963, water service contract between the United States and Westlands Water District (contract number 14-06-200-495-A) providing for water service, or any renewals thereof, and any water service contracts assigned to Westlands, Westlands Distribution District No. 1, and Westlands Distribution District No. 2 existing as of the date of execution of the Westlands Agreement.

(B) Westlands Water District shall be relieved of any remaining repayment obligation under the April 1, 1965, repayment contract between the United States and Westlands Water District (contract numbered 14-06-200-2020-A).

(C) Repayment relief granted in paragraphs (A) and (B) shall not extend to Westlands Water District’s operation and maintenance obligations, whether payable to the United States or to an Operating Non-Federal Entity, or to construction costs or other capitalized costs not yet allocated to or incurred by Westlands Water District as of the date of the Westlands Agreement, including, but not limited to, costs attributable to the Folsom Safety of Dams modifications

or the B.F. Sisk corrective action study or any Safety of Dams , or to the repayment of future capital costs incurred after the date of execution of the Westlands Agreement;

(D) Central Valley Project construction costs or other capitalized costs allocated to Westlands after the date of the Westlands Agreement, and properly assignable to Westlands, shall be repaid in not more than 5 years after notification of the allocation of such amount of less than \$5,000,000. If such amount is \$5,000,000 or greater, such cost shall be repaid as provided by applicable Reclamation law. Any additional costs that may have been assigned to Westlands pursuant to paragraph 9(c)(iv) of the Westlands Agreement related to the Central Valley Project final cost allocation shall be non-reimbursable.

(c) APPLICABILITY OF CERTAIN PROVISIONS—

(1) RECLAMATION REFORM ACT— Upon discharge of the capital repayment obligation as provided in subsection (b), the provisions of section 213(a) and (b) of the Reclamation Reform Act of 1982 (96 Stat. 1269) shall be deemed to apply to lands in Westlands Water District, and the ownership and full cost pricing limitations in any provision of Federal reclamation law shall not apply to lands in the District notwithstanding the subsequent allocation of construction costs or other capitalized costs to the District. These exemptions shall be carried out in accordance with the process set forth in the Westlands Agreement.

(2) OTHER PROVISIONS—Nothing in this Act is intended to relieve the San Luis Unit Contractors of any other obligations under Reclamation Law including Restoration Fund charges pursuant to section 3407(d) of Public Law 102-575.

SEC. 8. TRANSFER OF TITLE TO CERTAIN FACILITIES.

(a) IN GENERAL.—Upon the execution of the section 9(d) repayment contract, or as soon thereafter as practicable, the Secretary shall transfer to Westlands Water District title to:

- (1) San Luis Canal System, excluding the main canal which is integrated with the California Aqueduct. These appurtenant features include:
 - a. Internal water distribution system within Westlands, including:
 - i. Approximately 1,045 miles of buried pipeline.
 - b. Pumping plants within Westlands, including:
 - i. San Luis Canal Left and Right Bank pumping plants. Includes but is not limited to Pumping Plants P1 through P38 located at the head end of the gravity laterals to supply the head required for the "P" laterals. Pumping Plants, tanks, reservoirs, re-lift pumping plants to serve lands west of the San Luis Canal. Pumping Plant 7.05 off Lateral 7.

- c. Related structures, appurtenances, pumping plants, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.

(2) Mendota Pool System, including:

- a. Inlet Canal from the Fresno Slough.
- b. Pumping plants
 - i. 6-1, 6-2, 7-1, 7-2.
- c. Related structures, appurtenances, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.

(3) Pleasant Valley System, including:

- a. Intake canal and pipeline.
- b. Pleasant Valley Pumping Plant.
- c. Coalinga Canal, including related check structures, turnouts, and headworks.
- d. Pleasant Valley distribution system and pumping plants along the Coalinga Canal.
- e. Related structures, appurtenances, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.

(4) Drainage collection system, including:

- a. Carrier and collector pipelines, sumps, and sump pumps.
- b. San Luis Drain from Sta 6678+45 to Sta 8520+22.87. (Crossing with DMC to Laguna Ave crossing)
- c. Related structures, appurtenances, pumps, motors, meters, valves, tanks, transformers and electrical equipment as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.

(5) Tranquillity Field Office

- a. Buildings at 32650 West Adams Avenue, Tranquillity, CA 93668.

- b. All related fixtures and furnishings as specifically identified through the title transfer process of federally owned facilities, equipment, and real property.
- (6) All real property interests held by the United States in lands underlying or otherwise associated with the facilities and equipment listed in this subsection (a), including all fee title, easements, and rights of way.
- (b) Except as specifically provided in this Act, any transfer of title to the Pleasant Valley Pumping Plant, the Coalinga Canal, and any associated facilities shall not relieve any other Project Water service or repayment contractor of the requirement to pay any allocated costs associated with those conveyance or pumping facilities that are properly allocated to those contractors under existing law and Project ratesetting policies.
- (c) Upon transfer of title to any facilities pursuant to section 8(a) of this Act, Westlands Water District shall, as a condition to such transfer, formally agree that as of the date of transfer to:
- (1) hold the United States harmless and indemnify the United States for any and all claims, cost, damages, and judgments of any kind arising out of any act, omission, or occurrence relating to the transferred facilities, except for such claims, costs, damages arising from acts of negligence committed by the United States or by its employees, agents, or contractors prior to the date of title transfer for which the United States is found liable under the Federal Tort Claims Act; and
 - (2) assume full responsibility for correcting and financing any repairs or deficiencies that may exist at the time of or following title transfer.
- (d) The Secretary and Westlands Water District shall comply with all applicable requirements under Federal and California law before title to a facility is transferred pursuant to this section.

SEC. 9. COMPLIANCE WITH APPLICABLE LAW.

In implementing the measures authorized by this Act, the Secretary shall comply with all applicable Federal laws, rules, and regulations, including the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and the Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*), as necessary.

SEC. 10. PROVISIONS RELATED TO THE NORTHERLY SAN LUIS UNIT DISTRICTS.

[To be determined]