

WATER LICENSE AND AGREEMENT

(Central Basin)

The City of Bell Gardens, Licensor, hereby grants to Golden State Water Company, Licensee, a legal pumper in the Central Groundwater Basin, a License to extract 750-acre feet with flex rights in year 2020-2021 and 750-acre feet with flex rights in year 2021-2022 of Licensor's Allowed Pumping Allocation Rights allocated to Licensor in the Central Groundwater Basin (or predecessors in interest) pursuant to Judgement "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." and subsequent amendments thereof as of July 1, 2020 during the water years commencing July 1, 2020 and continuing to and including June 30, 2021; and beginning July 1, 2021 and continuing to and including June 30, 2022; including respective flex rights.

Said License is granted, subject to the following conditions:

1. Licensee shall exercise said right and extract the same during the periods above specified and put the same to beneficial use. Licensee shall not, by the exercise hereunder of said rights acquire any right to extract water independent of the rights of Licensor.
2. Licensee shall pay any assessments and fees levied on the pumping of said ground waters to the Water Replenishment District of Southern California (District) and the Central Basin Watermaster (Watermaster).
3. Licensee shall notify in writing the District and the Watermaster, with copy to Licensee, what pumping was done pursuant to this License and Agreement. Such notice shall be given upon the first day of the month following the month of extraction.
4. Licensee shall note, in any recording of water production, pursuant to this License, for the period of this Agreement that said pumping was done under the License and Agreement.
5. Licensee shall pay to the City \$xxxxxx per acre-foot for water pumped under this License for the respective water year. Payment shall be made to the City in the month following the pumping thereof. Final amount of Payments to the Licensor shall total \$xxxxxxx each for water years 2020-2021 and 2021-2022.
6. Should the Licensee not pump the entirety of the acre-feet leased within the period allowed by the Adjudication, the Licensee shall pay the Licensor for all unpumped rights at the end of the period.

The City of Bell Gardens Licensor warrants that it has 750 acre-feet of Allowed Pumping Allocation Rights in each respective water year and that it has not pumped and will not pump or permit or license any other party to pump any part of said 750 acre-feet during the respective period of July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022 including flex rights.

Date: _____

LICENSOR:
City of Bell Gardens

APPROVED AS TO FORM

BY:

City Manager

City Attorney

LICENSEE:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

BY:

Title

BY:

Title