

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-12

Urgent

Routine

AGENDA DATE November 30, 2010

CEO Concur with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of the Woodward Reservoir Regional Park Improvement Project and Expenditure in the Amount of \$176,492 Pursuant to the Roberti-Z'berg-Harris Block Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002

STAFF RECOMMENDATIONS:

1. Approve the Woodward Reservoir Regional Park Improvements Project and expenditure in the amount of \$176,492 pursuant to the Roberti-Z'berg-Harris Block Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002.
2. Direct the Stanislaus County Auditor-Controller to create a new fund, increase appropriations and estimated revenue in the amount of \$176,492, and make necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The anticipated cost of the proposed project will not exceed \$176,492 and is fully funded by the California Natural Resources Agency, Department of Parks and Recreation, pursuant to the Robert-Z'berg-Harris Block Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002. The original allocation to Stanislaus County for the Robert-Z'berg-Harris Block Grant Program was \$733,635, later reduced to \$712,635, of which \$176,492 remains available for this project. No matching funds are required.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2010-715

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Woodward Reservoir Regional Park Improvement Project and Expenditure in the Amount of \$176,492 Pursuant to the Roberti-Z'berg-Harris Block Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002

FISCAL IMPACT (Continued):

Project costs include:

\$32,000 - Construction
\$122,930 - Materials & Supplies
\$4,737 - Contingencies
\$8,825 - Park's Labor Costs
\$8,000 - Freight

DISCUSSION:

On November 4, 2003, the Board of Supervisors approved a resolution authorizing the Director of the Department of Parks and Recreation to apply for the Roberti-Z'berg-Harris (RZH) Block Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002 in the amount of \$733,635 and directed staff to return to the Board of Supervisors for specific projects to be funded by the grant program.

In November 2004, an amendment was made by the State of California to decrease this grant award amount by \$21,000 resulting in a new contract amount of \$712,635. The Department returned to the Board of Supervisors on May 10, 2005, and December 16, 2003, and received authorization to spend a total of \$307,867 on two existing projects that required additional funding for improvements to Riverdale Park and Fishing Access and Empire Neighborhood Park. On July 27, 2010, the Board of Supervisors authorized an additional project entitled the Fox Grove Fishing Access Project in the amount of \$228,276.

At this time, the Department is proposing the use of the final \$176,492 of the RZH block grant for the Woodward Reservoir Regional Park Improvement Project (Attachment A). Woodward Reservoir Regional Park is located at 14582 26 Mile Road (Attachment B) a few miles north of the City of Oakdale off Highway 120. This regional park offers over 3,500 acres of land, and 2,500 acres of reservoir for outdoor recreational activities. The facility can accommodate tent, trailer, and recreational vehicle camping including full hook-up, developed and undeveloped campsites. Daily recreational opportunities include swimming, fishing, boating, kayaking, canoeing, picnicking, water and jet skiing, waterfowl hunting, use of a go-kart track, and radio controlled airplane flying.

The grant fund amount of \$176,492 will provide the following improvements to Woodard Reservoir Regional Park: replace and restore boat docks at the Main Boat Dock and Bay View Boat Dock; pay for repairs to the log boom system or add/replace it with a buoy system to protect the back dam wall; forty additional barbeques; and project labor cost reimbursement. If all monies are not spent on the log boom repairs/buoy system, the Department has requested approval from the State to purchase amenities including additional barbeques, picnic tables, and/or campfire rings. While developing this improvement project, Department staff has taken into account any inconvenience to park users while each project element is completed. All project improvements will be completed by March 15, 2011.

Approval of the Woodward Reservoir Regional Park Improvement Project and Expenditure in the Amount of \$176,492 Pursuant to the Roberti-Z'berg-Harris Block Grant Program in the California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Bond Act of 2002

POLICY ISSUE:

Approval of this agenda item supports the Board of Supervisors' priorities of A Strong Local Economy by promoting attractive and well-cared for regional recreational facilities and A Well Planned Infrastructure System by ensuring reliable recreational water resources.

STAFFING IMPACTS:

Up to \$8,825 in staffing costs will be reimbursed to the Department of Parks and Recreation for time dedicated to this project.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Parks and Recreation

Telephone: 209-525-6770

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

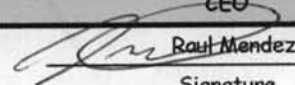
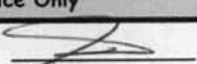
Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	Increase appropriations
Journal Reference	Text	PKS-Woodward Reservoir Improvements RZH Grant Project
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit <small>incr appropriations decr est revenue (format > number > general)</small>	Credit <small>decr appropriations incr est revenue</small>	Period <small>Upper case MM-YY List - text</small>	Line Description <small>text</small>
4	1	2	3	5	6	7	8				
Pb	2133	35633	63280	000000	000000	000000	00000	176492		Oct-10	Increase appropriati
Pb	2133	35633	25000	000000	000000	000000	00000		176492	Oct-10	Increase revenue
Totals:								176492	176492		

Explanation: To set up appropriations for Woodward Reservoir Improvements RZH Grant Project for FY 2010-2011.

Requesting Department	CEO	Data Entry	Auditors Office Only
Merry Rorabaugh	 Rayl Mendez	_____	_____
Signature	Signature	Keyed by	Prepared By
10/26 2010	11/21/10	_____	 Approved By
Date	Date	Date	Date

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

**PROJECT APPLICATION
2002 RESOURCES BOND ACT
Roberti-Z'berg-Harris Block Grant Program
(Each Project must have its own Application.)**

PROJECT NAME: Woodward Reservoir Park Improvements Project Grant amount \$ 176,492

Grant Applicant (Agency, address, and zip code)

Stanislaus County, Dept. of Parks and Recreation
3800 Cornucopia Way, Suite C
Modesto, CA 95358-9492

Estimated Total Project Cost \$ 1,032,430.92

PROJECT LATITUDE AND LONGITUDE
N37.62104 W-120.84021

COUNTY Stanislaus	NEAREST CITY Oakdale
PROJECT ADDRESS (including zip code) Woodward Reservoir Regional Park 14528 26 Mile Road Oakdale, CA 95361	

WILL THE PROJECT AFFECT A HISTORICAL RESOURCE? YES
 NO

Grant Applicant's Representative Authorized in Resolution

Sonya Harrigfeld, Director of Parks and Recreation

harrigfeld@parksrec.org

209-525-6750

Name (typed or printed) and Title

Email address

Phone

Person with day-to-day responsibility for Project (if different from authorized representative)

Cathy Gomez, Staff Services Coordinator

comez@parksrec.org

209-525-6783

Name (typed or printed) and Title

Email address

Phone

Brief description of Project

The following improvements will be made at Woodward Reservoir Park: Two boat ramps will be renovated (The Main Boat Dock and The Bayview boat dock). A buoy will be repaired at the reservoir and (40) barbeque/fire rings will be purchased to upgrade the existing campsites.

For Dev. Projects, Project Land Tenure is 3,000 acres

 Acres owned in fee simple by Grant Applicant

X Acres available under a 36 year lease

 Acres other interest (explain)

For Acquisition Projects, Project land will be acres

 Acres to be acquired in fee simple by Grant Applicant

 Acres to be acquired in other than fee simple (explain)

I certify that the information contained in this Application, including required attachments, is accurate.

Signed _____
Grant Applicant's Authorized Representative as shown in Resolution

October 19, 2010
Date

I certify that this Project is consistent with the park and recreation element of the applicable city or county general plan, the District park and recreation plan, or appropriate planning document, as the case may be, and will satisfy a high priority need.

Signed _____
Grant Applicant's Planning Agency Representative
DPR 632 (6/03)

**Stanislaus County, Department of Parks and Recreation
Woodward Reservoir Park Improvements
RZH Monies - \$176,492
October 4, 2010**

COST ESTIMATE

Capital Improvements

(2) Boat Docks	\$130,000.00
Buoys	\$ 20,000
BBQ's	\$ 17,667

COST: \$167,667.00

Park's Labor Costs \$8,825

TOTAL PROJECT COST: \$176,492.00

Funding Sources

RZH Block Grant \$176,492

TOTAL FUNDING SOURCES: \$176,492

NOTICE OF EXEMPTION

MEMO TO: Stanislaus County Clerk/Recorder

FROM: Stanislaus County Department of Parks and Recreation

SUBJECT: **FILING OF NOTICE OF EXEMPTION**

PROJECT TITLE: **Stanislaus County Woodward Reservoir Park Improvements**

PROJECT LOCATION: **Woodward Reservoir Park, Oakdale CA**

PROJECT DESCRIPTION:

Woodward Reservoir Park renovation will include a placement of a new office (Portable Structure).

Name of Agency Approving Project: **Stanislaus County Department of Parks and Recreation.**

Exempt Status: (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15311
- Statutory Exemptions. State code number: _____

Reason why project is exempt:

Under CEQA Section 15302 (Class 11: Construction or placement of minor structures accessory to existing facilities (e.g. signs, small parking lots, portable structures)) this project is Categorical Exempt.

Lead Agency:

Contact Person: Cathy Gomez

Telephone: (209) 525-6783.

Staff Services Coordinator

Title

Date Received for Filing: August 17, 2010

NOTICE OF EXEMPTION

MEMO TO: Stanislaus County Clerk/Recorder

FROM: Stanislaus County Department of Parks and Recreation

SUBJECT: FILING OF NOTICE OF EXEMPTION

PROJECT TITLE: Stanislaus County Woodward Reservoir Park Improvements

PROJECT LOCATION: Woodward Reservoir Park, Oakdale CA

PROJECT DESCRIPTION:

Woodward Reservoir Park renovation will include new tables, placement of a new office, new concrete tables, renovation of two existing boat docks, placement of 4 yard dumpsters, (4) security cameras and 14 vaulted restrooms.

Name of Agency Approving Project: Stanislaus County Department of Parks and Recreation.

Exempt Status: (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(3); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15302
- Statutory Exemptions. State code number: _____

Reason why project is exempt:

Under CEQA Section 15302 (Class 2: Replacement or reconstruction of existing structures or facilities on the same site having substantially the same purpose and capacity) this project is Categorically Exempt.

Lead Agency:

Contact Person: Cathy Gomez

Telephone: (209) 525-6783.

Staff Services Coordinator

Title

Date Received for Filing: August 17, 2010

Figure 2-5. Categorical Exemptions

The Secretary for Resources has adopted a variety of categorical exemptions from CEQA. This table summarizes the exemptions (referred to as "classes") and provides citations to the appropriate Guidelines sections. Many of the categories include special limitations and examples of exempt projects. Please refer to the Guidelines section for complete Guidelines language. Also, unlike statutory exemptions, categorical exemptions are subject to certain exceptions found in Guidelines Section 15300.2.

Class	Exempt Activity	Guidelines Section
Class 1	Operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses	15301
Class 2	Replacement or reconstruction of existing structures or facilities on the same site having substantially the same purpose and capacity	15302
Class 3	New construction of limited small new facilities; installation of small, new equipment and facilities in small structures; and conversion of the use of small existing structures (e.g., construction of three or fewer single-family homes in urban areas)	15303
Class 4	Minor alterations in the condition of the land, such as grading, gardening, and landscaping, that do not affect sensitive resources	15304
Class 5	Minor alterations to land use limitations, such as lot line adjustments, variances, and encroachment permits on land with a slope of less than 20%, that do not result in changes in land use or density	15305
Class 6	Basic data collection, research, experimental management, and resource evaluation activities that do not result in major disturbances to an environmental resource	15306
Class 7	Certain actions by regulatory agencies to maintain, restore, or enhance natural resources, other than construction activities, where the regulatory process includes procedures to protect the environment	15307
Class 8	Certain actions by regulatory agencies to maintain, restore, or enhance the environment, other than construction activities, where the regulatory process includes procedures to protect the environment	15308
Class 9	Inspections to check for the performance of an operation, or for quality, health, or safety of a project	15309
Class 10	Certain Department of Veterans Affairs loans and mortgages for purchases of certain existing structures	15310
Class 11	Construction or placement of minor structures accessory to existing facilities (e.g., signs, small parking lots, portable structures)	15311
Class 12	Sales of surplus government property, except in environmentally sensitive areas	15312
Class 13	Acquisition of land for fish and wildlife habitat conservation purposes	15313
Class 14	Minor additions to existing schools that do not increase capacity by more than 25%	15314
Class 15	Subdivision of certain properties in urban areas into four or fewer parcels	15315
Class 16	Certain acquisitions or sales of land in natural condition or containing cultural resource sites to establish a park	15316
Class 17	Establishment of agricultural preserves, making and renewal of Williamson Act contracts, and acceptance of open space property	15317
Class 18	Designation of wilderness areas under the California Wilderness System	15318
Class 19	Annexations of certain areas containing existing structures and certain small parcels	15319
Class 20	Local government reorganizations requiring no changes in the areas where previous powers were exercised, such as the establishment of subsidiary districts, consolidations, and mergers	15320
Class 21	Actions by regulatory agencies to enforce a lease, permit license, or other entitlement; actions by law enforcement officials	15321
Class 22	Actions related to educational or training programs involving no exterior physical changes	15322
Class 23	Normal operations of existing facilities for public gatherings for which the facilities were designed	15323
Class 24	Actions taken by regulatory agencies related to wages, hours, and working conditions	15324
Class 25	Transfers of interest in land to preserve open space	15325
Class 26	Actions needed to implement a housing assistance plan by acquiring an interest in housing units	15326
Class 27	Leasing of new or unoccupied private facilities in a building exempt from CEQA	15327
Class 28	Installations of certain hydroelectric facilities of less than 5 megawatts capacity at existing facilities	15328
Class 29	Installation of certain cogeneration equipment of less than 50 megawatts capacity at existing facilities	15329
Class 30	Minor actions to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of hazardous waste or substances	15330
Class 31	Historical resource restoration or rehabilitation consistent with Secretary of Interior guidelines	15331
Class 32	Certain in-fill development projects in urban areas	15332



SOUTH SAN JOAQUIN
IRRIGATION DISTRICT



June 3, 2010

Sonya K. Harrigfeld, Director
Stanislaus County Department of Parks & Recreation
3800 Cornucopia Way, Suite C
Modesto, CA 95358-9492

Re: Extension of Time to Use Remaining Physical Improvement Funds

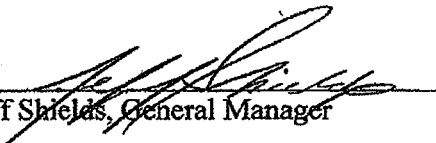
Dear Ms. Harrigfeld:

This letter is in response to your request of April 28, 2010, for an extension of time to complete the physical improvements and to receive the remaining funds provided by section 7b of Amendment Number One to the Woodward Reservoir License Agreement. The deadline was previously extended by Amendment Number Two dated August 23, 2005. SSJID agrees to extend until September 1, 2011, the date for the County to submit invoices for work completed pursuant to the two Amendments. The District's records confirm that the funds remaining are \$209,801.

If you have any questions feel free to contact me.

Very truly yours,

South San Joaquin Irrigation District

By 
Jeff Shields, General Manager

MAIN OFFICE:
11011 E. Highway 120
Manteca, CA 95336
PO Box 747
Ripon, CA 95366
tel 209.249.4600

NICK C. DEGROOT
WATER TREATMENT PLANT:
5855 Dodds Road
PO Box 1679
Oakdale, CA 95361
tel 209.844.1500
www.ssjid.com



LETTER TO THE DISTRICT
**PARKS AND RECREATION
Administration**

Sonya K. HARRIGFELD
Director

Margarita RAMOS
Deputy Director

3800 Cornucopia Way, Suite C, Modesto, CA 95358-9492
Phone: 209.525.6750 Fax: 209.525.6773

April 28, 2010

South San Joaquin Irrigation District
Jeff Shields, General Manager
P.O. Box 747
Ripon, CA 95366

jshields@ssjid.com

**SUBJECT: REQUEST EXTENSION TO USE THE REMAINING FUNDS DEDICATED
TO PHYSICAL IMPROVEMENTS AT WOODWARD RESERVOIR**

Stanislaus County Department of Parks and Recreation would like to request for an extension from the South San Joaquin Irrigation District to use the remaining \$209,801 of the \$1,000,000 funding dedicated to physical improvements at Woodward Reservoir.

On August 23, 2005, Amendment No. 2 was added to the Woodward Reservoir license agreement which stipulated, "District's obligation to contribute funds described in this Section shall expire as to any requests for payment not received within 36 months of the date of the signed Amendment Number Two." (Amendment No. 2)

Amendment No. 2 was executed on August 23, 2005, and expired on August 23, 2008. A request from the Department to the District for an extension was approved verbally and was honored in the amount of \$7,929.10 on July 29, 2009.

Three projects currently in progress are the relocation of Woodward Reservoir well no. 2, the installation of twelve additional vaulted restrooms, and the Heron Point Boat Ramp and day use area. All projects are scheduled to be completed over the next two fiscal years. The three projects will have the following improvement objectives: picnic tables, grills, walking paths, restrooms, a fish cleaning station with grinder, irrigated trees, shrubbery, boat ramp, paved roads, a garbage dumpster, and numerous totters. The priority use of the remaining funds is to complete construction of well no. 2 and install the vaulted restrooms.

Projects already completed as per the improvement objectives include the following: an improved wastewater system; installation of regulatory, informational and/or educational signs; installation of additional garbage bunkers, totters, and cans; installation of one new well and redevelopment of an existing well; purchase of a watering truck to irrigate trees in undeveloped areas; design and installation of new developed campsites in three locations; installation of picnic tables and grills in day use areas; extended wastewater system for full hook-up; and improved grassed activity areas.

The District's current contribution to the physical improvements at Woodward Reservoir in the amount of \$790,199 has allowed the County to leverage an additional \$2.98 million dollars for facility improvements.

The Department is requesting for the District to grant the County an extension through Fiscal Year 2012-2013 to expend the remaining \$209,801 funding.

Should you have any questions or require staff or myself at the District's next Board meeting please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Sonya K. Harrigfeld", with a long horizontal flourish extending to the right.

Sonya K. Harrigfeld
Director, Stanislaus County Department of Parks & Recreation

cc: Steve Emrick, General Counsel, SSJID

=====

GRANT OF LICENSE

=====

THIS GRANT OF LICENSE made and entered into as of the first day of December, 1985, by and between SOUTH SAN JOAQUIN IRRIGATION DISTRICT, an Irrigation District ("District") and the COUNTY OF STANISLAUS ("County"),

WITNESSES THAT:

RECITALS:

A. The District is the owner of the Woodward Reservoir located in Stanislaus County where the District impounds up to 36,000 acre feet of water used by the District for power production at its Woodward Dam power facility and for irrigation within the boundaries of the District itself.

B. The County, in 1959, became the sublessee under a lease agreement between the District and the State of California relative to the fishery and recreational facility on and in Woodward Reservoir. Said lease was subject to 4 written amendments and the County operated under said lease until the year 1979, at which date the same terminated. Following the termination of said lease the County continued to administer, manage and control the fishing and recreational facilities and

activities on and in the reservoir and immediately adjacent thereto.

C. The County desires to continue to administer and manage the fishing and recreational facility, and the District is agreeable to the grant of a license to the County for these purposes, provided that District receives certain indemnities and protections from County and restrictions upon the operation of the recreation and fishing activities on, in and near the reservoir on the subject lands.

NOW, THEREFORE, District grants to County a license to the subject lands for the use and purposes as hereinafter described.

1. SUBJECT LANDS. This grant of license shall be with regard to 3300 acres more or less of lands comprising the Woodward Reservoir and those adjacent thereto owned by the District and more particularly described in Exhibit "A" attached hereto. Said lands shall be referred to herein as the "subject lands."

2. USE. The subject lands shall be used only for fishing and recreation purposes and as part of County's Woodward Park program. Use by County under said license shall be non-exclusive and in this regard District's use of the subject lands and the reservoir thereon for District's basic functions of water supply and power production shall be deemed paramount uses. County's use of the subject lands under this license shall extend

only to the surface thereof, District reserving all rights with respect to sub-surface use for exploration for, and production of, minerals, oil and gas to remain with District.

3. RENT. The consideration for this license shall be \$1.00 per year and the assumption of the obligations of the license required of the County by the terms hereof.

4. ASSIGNMENT AND SUB-LICENSE. Without the prior written consent of District, County shall not assign this license nor any interest therein, nor transfer the same by sub-license; provided, however, County may make and enter into concession agreements with regard to the property as it may elect.

5. TERM: The term of this license shall be for a period of 25 years commencing on the first day of January, 1986, and terminating on the 31st day of December, 2011; provided, however, that after January 1, 2006, either party may unilaterally terminate this license by giving to the other party a written notice of such termination on or before the August 1st preceding the year of termination. Such termination shall be effective as of January 1 of the year following the notice of termination.

6. ALTERATION AND REPAIRS. Subject to the prior approval of the Districts (which shall not be unreasonably withheld), County may make any and all necessary or desirable alterations, improvements or additions upon the subject lands and may attach or erect structures, signs and other fixtures consistent with the purposes of this agreement. Any such alterations, improvements, additions, structures or signs so

placed in or upon or attached to the subject lands by the County shall be and remain the property of the County and may be removed from the subject lands by the County within a reasonable time after expiration or other termination of this license. None of the matters and things which County may be authorized to do by virtue of the preceding portion of this paragraph shall be done, affixed, installed, erected or located below a true elevation of 215 feet, it being understood that the area below such elevation shall be subject to flooding without regard to time or season and without notice, except County may construct or maintain a boat launching ramp or ramps, boat docks or piers for small craft, and any other structures necessary for boat launching and use as may be required by fluctuation of water levels. Further, the public shall have unrestricted access at all times to the lake and its bed on lands lying below said true elevation of 215 feet, and between said elevation and the water line of Woodward Lake, within the boundaries of the subject lands described for the purposes hereinabove mentioned.

7. DISTRICT'S PARAMOUNT USE. District's use of the reservoir and the subject lands for the storage and distribution of water and District's power production facilities and its appurtenant facilities shall at all times be deemed the paramount use of the subject lands. County shall control and operate its fishing area and recreation park and facilities in such a manner as to cause no interference with the maintenance, operation, construction and reconstruction of District's facilities.

8. OIL, GAS AND MINERALS. District reserves unto itself all the underlying oil, gas, minerals and hydrocarbons, together with the right to prospect, drill or mine for the same; and in this regard, should damages to County's facilities and improvements occur from such activity by District, its lessees or licensees, County shall be reimbursed reasonably for such damage to its improvements and facilities.

9. WATER RIGHTS. District reserves unto itself all water and water rights in and to the subject lands; provided, however, that the County may develop such water on said property as is necessary to carry out the purposes of this license to provide for its public fishing, park and recreational facilities. Any water obtained on or from said property by County shall not be used for irrigation purposes, except County may use such water as may be necessary for landscape purposes on subject lands. County shall have the use of any and all waters in the reservoir at all times for maintaining and managing a fishery, provided that it is understood District is not obligated to maintain any specific amount of water in said reservoir at any time.

10. PROTECTION OF DISTRICT FACILITIES. County shall not permit utilization of, nor public traffic from, the leased premises as a means of public access therefrom to the Woodward Dam, District's Woodward power facility, or the water outlets and related equipment of District. In this regard, County shall post necessary signs warning the public that such use is not permitted and shall employ reasonable security personnel to enforce the provisions of this Paragraph. In this regard, District

acknowledges that County shall have no responsibility to prevent access to the Woodward Dam Power Facility or District's outlets and related equipment from access points other than the Subject Lands.

11. SADDLE DAM MAINTENANCE. Dispersed through the subject lands are 13 small dikes or saddle dams, each of which constitutes a part of the District's facilities; however, unlike the main dike which constitutes the Woodward Dam where traffic by the public is prohibited, the saddle dams are located within the recreation area of the County. Vehicle traffic on these saddle dams and dikes has resulted in their deterioration to such a degree that the Division of Dam Safety of the California Department of Water Resources has required District to make repairs bringing the saddle dams back to their original condition. County undertakes to do the necessary work to bring these minor dikes and saddle dams back to their original state of repair, both current and as may be required during the term of this contract; however, the County shall not be required to do any concrete work which shall be the responsibility of District, nor shall County have the responsibility to repair force majeure damage. County's responsibility shall also go to the removal of any trees or vegetation planted by County or its sublicensees where such removal is required by the Division of Dam Safety or any other agency having jurisdiction to direct the removal.

12. INDEMNITY. This license is granted upon the express condition that the District is to be free from all liability and claims for damages by reason of any injury to

and/or the death of any person or persons, or injury to property of any kind whatsoever and to whomever belonging, arising from the use of the premises by the County pursuant to this license, and the County hereby agrees to indemnify and hold the District harmless from any and all claims, damages, losses, liability, expenses, and/or costs for injury to or the death of any person or persons and/or damage to any property proximately resulting from or arising out of the use of the premises under this license by the County, the County's licensees, permittees, assignees, subleasees, agents, and/or concessionaires. The foregoing indemnity and hold harmless agreement by County shall be effective notwithstanding the fact that the liability or claim for damages (a) is asserted against the District alone or jointly and/or severally against the District and others (including, without limitation, the County) or (b) is asserted against District on a liability or claim for damages based upon an alleged act or omission of District in the management of its irrigation or power production facilities or operations at Woodward dam and reservoir which it is contended, is a contributing or concurrent cause of the liability or claim for damages. This indemnification shall not extend to claims for damages arising out of the death, or personal injury to, employees of the District which are within the coverage of Workers Compensations insurance carried by this District.

13. WATER QUALITY. County shall manage the recreation and fishing facilities on the subject lands so as to neither commit, nor permit, any violation of (a) water quality

standards now or hereafter established by the District regarding waters accepted into District's irrigation and drainage facilities, (b) water quality standards imposed upon the District's irrigation or drainage facilities by any state, federal or local agency having jurisdiction over water quality, or (c) restrictions imposed upon District relative to the prevention of the deposit of any substance in District's irrigation and drainage facilities or the elimination or control of any pest or noxious weed or animal in the reservoir or on the subject lands. If the operation of County's recreation and fishing facility results in a violation of water quality standards imposed by the District under (a) above, or by any other public agency under (b) above, County shall correct the cause of such violation within 30 days after written notice from District or any agency having jurisdiction in such matter. If, after 30 days from such notice, the condition is allowed to continue by County which causes the water quality violation, District shall be free to terminate this license agreement. With regard to a violation as described in Paragraph (c) above, County shall cooperate with the District in eliminating the cause of the violation complained of, bearing equally with District the cost thereof. The County is not responsible for violations as described in Paragraphs (a), (b), or (c) which are caused by third parties, other than users of Woodward Reservoir under this license.

14. UTILITIES. County shall provide and obtain at its own cost and expense all water, gas, electricity, telephone.

service, and other utility services of any kind or nature used by
County on the subject lands.

Executed as of the day and year first above written.

SOUTH SAN JOAQUIN IRRIGATION
DISTRICT

COUNTY OF STANISLAUS

By *Wm. C. Hood*

By *Wm. W. Blom*



EXHIBIT "A"

PARCEL 1:

The South half and the South half of the North half of Section 10; the Southwest quarter and the South half of the Northwest quarter of Section 11, all in Township 1 South, Range 10 East, M.D.B.&M.

PARCEL 2:

The Northwest quarter and the North half of the Southwest quarter of Section 14; and the North half and the North half of the South half of Section 15, all in Township 1 South, Range 10 East, M.D.B.&M.

PARCEL 3: Commencing at Southwest corner of Southeast quarter of Section 14, Township 1 South, Range 10 East, M.D.B.&M.; running thence North on center line of said Section 14 and Section 11 to Northwest corner of Southeast quarter of Section 11, same Township and Range; thence East along center line of said Section 11 and Section 12, same Township and Range to Northwest corner of Northeast quarter of Southwest quarter of said Section 12; thence due South on quarter quarter section line to Southwest corner of Northeast quarter of Northwest quarter of Section 13, same Township and Range; thence due East on quarter quarter section line to a point 6.43 chains West of East line of said Section 13; thence South 0 degrees 53' West 60.267 chains to point on South line of said Section 13, distant 7.36 chains from the Southeast corner of said Section 13; thence West on Section line between Sections 13 and 24 and 14 and 23, same Township and Range to the point of beginning.

PARCEL 4:

Beginning at the quarter section corner between Sections 24, Township 1 South, Range 10 East, and Section 19, Township 1 South, Range 11 East, M.D.B.&M.; thence South 88 degrees 15' East 795.3 feet; thence South 0 degrees 10' East 1328.4 feet; thence South 87 degrees 57' East 1265.4 feet; thence North 0 degrees 18' West 2001.8 feet; thence South 88 degrees 23' East 1261.7 feet; thence North 0 degrees 20' West 2010.4 feet to the quarter section corner between Sections 18 and 19, Township 1 South, Range 11 East; thence South 89 degrees 31' East 298.7 feet; thence North 0 degrees 16' West 1325.6 feet; thence North 88 degrees 50' West 1561.4 feet; thence North 0 degrees 28' West 1988.5 feet; thence North 88 degrees 50' West 2624.5 feet to the East line of lands of W.O. and J.O. Robinson; thence South 0 degrees 46' East along the West line of the Edward Salz, Inc., lands 5960.3 feet; thence South 88 degrees 15' East 526.9 feet to the point of beginning.

The above described lands are in Sections 18 and 19, Township 1 South, Range 11 East, and Sections 13 and 24, Township 1 South, Range 10 East, M.D.B.&M.

PARCEL 5:

The South half of the South half of Section 15; the South half of the Southwest quarter of Section 14; the North half of Section 22, and the Northwest quarter of Section 23, all in Township 1 South, Range 10 East, M.D.B.&M.

EXCEPTING from all of the above described, the following parcels, to-wit:

a) Commencing at the section corner common to Sections 9, 10, 15 and 16, Township 1 South, Range 10 East; thence North 1 degree 30' West 4048 feet to a point on the section line common to Sections 9 and 10 above described, said point also being on the center line of the tower line of the Sierra and San Francisco Power Company; thence North 51 degrees 41-1/2' East 1090 feet along the center line of the above described tower line; thence South 61 degrees 11-1/2' East 1588 feet to the boundary line between the land of J.H. Connors and of the South San Joaquin Irrigation District; thence South 89 degrees 56-1/2' East 1147 feet along said boundary line; thence South 40 feet to the point of beginning; thence South 865 feet; thence South 89 degrees 56-1/2' East 1070 feet; thence North 865 feet; thence North 89 degrees 56-1/2' West 1070 feet to the point of beginning and containing 21.25 acres more or less and laying wholly within Section 10, above Township and Range.

b) Commencing at Section corner common to Sections 3, 4, 9 and 10, Township 1 South, Range 10 East, M.D.B.&M.; thence along section line South 1 degree 16' East 1322.5 feet to point on South boundary of 50 foot road and point of beginning; thence along South boundary of said road North 51 degrees 54' East 1106 feet; thence South 61 degrees 2' East 1558.5 feet; thence South 89 degrees 39' East 1158 feet to stake at fence corner (stake being at point on line of land conveyed to Conner in Vol. 246 of Deeds, page 15; thence South 0 degrees 12' 30" West 865 feet; thence South 89 degrees 44' East 1170.11 feet; thence North 0 degrees 12' 30" East 865 feet to stake at fence corner; thence along South boundary of road South 89 degrees 43' East 3404.3 feet to point in center of the 28-mile road; thence along center line of said road South 2 degrees 11' East 1330.5 feet; thence along South boundary of 50 foot road South 89 degrees 56' East 3951 feet; thence South along West boundary of said 50 foot road as follows: South 1 degree 15' East 2610 feet; thence South 26 degrees 15' West 461.2 feet; thence South 1 degree 38' East 174.5 feet; thence South 1 degree 48' East 746.2 feet; thence leaving road South 43 degrees 33' West 1241.3 feet; to elevation 218 U.S.G.S. Datum; thence along the 218 foot contour as follows: North 57 degrees 0' West 772 feet; thence North 18 degrees 38' West 243 feet; North 34 degrees 54' East 734 feet; South 82 degrees 46' West 1057 feet; North 21 degrees 0' West 569 feet; South 10 degrees 1' West 576 feet; South 33 degrees 13' West 320 feet; North 60 degrees 22' West 279 feet; North 28 degrees 30' West 225 feet; South 57 degrees 28' West 305 feet; North 41 degrees 4' West 427 feet; North 39 degrees 35' East 1048 feet; North 35 degrees 56' West 309.5 feet; South 45 degrees 48' West 505 feet; North 85 degrees 9' West 162 feet; North 24 degrees 22' West 250 feet; North 1 degree 50' West 398 feet to Engineer's Station 18; thence along 218 foot contour as follows: North 66 degrees 46' East 995 feet; North 45 degrees 16' East 495 feet; South 75 degrees 45' East 752 feet; North 40 degrees 22' East 626 feet; North 61 degrees 14' East 643 feet; North 17 degrees 28' West 306 feet; South 74 degrees 03' West 636 feet; South 51 degrees 59' West 464 feet; North 46 degrees 7' West 350 feet; South 82 degrees 44' West 638 feet; South 47 degrees 33' West 670 feet; South 80 degrees 25' West 622 feet;

North 55 degrees 46' West 335 feet; South 82 degrees 20' West 379 feet; North 33 degrees 22' West 309 feet; North 15 degrees 29' East 530 feet; North 36 degrees 38' East 519 feet; South 72 degrees 34' West 562 feet; North 41 degrees 37' West 273 feet; North 21 degrees 0' West 280 feet; North 32 degrees 37' East 544 feet; South 82 degrees 28' West 424 feet; North 56 degrees 49' West 440 feet; South 1 degree 23' East 706 feet; South 35 degrees 3' East 413 feet; South 2 degrees 17' East 622 feet; South 30 degrees 10' West 265 feet; North 53 degrees 36' West 257 feet; North 33 degrees 24' West 492 feet; North 24 degrees 1' West 340 feet; North 79 degrees 9' West 242 feet; South 21 degrees 32' East 796 feet; South 24 degrees 32' West 149 feet; North 74 degrees 22' West 110 feet; North 27 degrees 05' West 530 feet; North 49 degrees 1' West 461 feet; South 49 degrees 10' West 304 feet; North 64 degrees 0' West 390 feet; South 29 degrees 14' East 536.5 feet; South 21 degrees 8' East 486 feet; South 68 degrees 39' West 231 feet; North 76 degrees 11' West 312 feet; North 64 degrees 29' West 533 feet; North 19 degrees 52' East 409 feet; North 23 degrees 0' West 450 feet; North 10 degrees 39' West 171 feet; North 46 degrees 14' East 409 feet; North 75 degrees 40' West 393.5 feet; thence South 61 degrees 50' West 620 feet; North 52 degrees 25' West 368 feet; North 22 degrees 11' East 644 feet; South 88 degrees 33' West 518 feet; South 14 degrees 52' West 380.5 feet; South 56 degrees 36' West 346 feet; North 86 degrees 29' West 643 feet; North 48 degrees 9' West 247 feet; North 42 degrees 34' East 453 feet; North 27 degrees 47' West 270 feet; North 20 degrees 9' East 357 feet; North 61 degrees 34' West 476 feet; thence North 50 degrees 52' West 507 feet; South 63 degrees 35' West 447 feet; South 32 degrees 39' East 349 feet; South 9 degrees 5' West 149 feet; South 57 degrees 37' West 273 feet; North 76 degrees 14' West 232 feet; North 89 degrees 42' West 257 feet to fence running North and South; thence along fence line North 1 degree 16' West 123 feet to point of beginning.

c) Beginning at Engineer's Station 18 of Survey described above; thence North 74 degrees 23' West 796 feet to the point of beginning; thence along 218 foot contour of U.S.G.S. Datum, South 13 degrees 31' East 156 feet; South 39 degrees 20' West 708 feet; North 77 degrees 23' West 182 feet; North 47 degrees 49' West 243 feet; South 9 degrees 38' West 368 feet; thence South 75 degrees 37' West 129 feet; North 37 degrees 15' West 227 feet; South 66 degrees 58' West 384 feet; North 33 degrees 18' West 676 feet; North 43 degrees 50' East 235 feet; South 77 degrees 52' East 309 feet; South 47 degrees 55' East 344 feet; North 22 degrees 45' East 487 feet; North 84 degrees 2' East 557 feet; South 76 degrees 19' East 367 feet to point of beginning.

d) Beginning at Section corner common to Sections 13, 14, 23 and 24, Township 1 South, Range 10 East, M.D.B.&M.; thence North 89 degrees 30' West 1867 feet to point on North boundary of 50 foot road, said point being the point of beginning of following described land; thence along said boundary North 89 degrees 47' West 784.5 feet; North 1 degree 23' West 314 feet; thence North 1 degree 23' West 158 feet; thence North 1 degree 23' West 1937 feet to elevation 218 U.S.G.S. Datum; thence along 218 foot contour as follows: North 58 degrees 26' East 266.5 feet; South 47 degrees

50' East 310 feet; South 17 degrees 46' East 307 feet; South 24 degrees 19' West 357 feet; South 85 degrees 24' East 285 feet; North 12 degrees 26' East 116 feet; North 58 degrees 59' East 229 feet; South 38 degrees 42' East 299 feet; South 83 degrees 31' West 272 feet; North 76 degrees 32' West 142 feet; South 35 degrees 3' West 253.5 feet; South 56 degrees 42' West 388 feet; South 63 degrees 19' East 458 feet; South 44 degrees 14' West 836 feet; South 1 degree 23' East 158 feet; North 55 degrees 37' East 248.5 feet; North 70 degrees 12' East 551.5 feet; South 2 degrees 44' East 285 feet; South 38 degrees 4' East 235 feet; South 27 degrees 46' West 196.5 feet to the point of beginning.

e) Beginning at Section corner common to Sections 13, 14, 23 and 24, Township 1 South, Range 10 East, M.D.B.&M.; thence South 89 degrees 30' West 1867 feet to point on North boundary of the 50 foot County Road; thence along said boundary North 89 degrees 47' West 784.5 feet; thence North 1 degree 23' West 1340 feet to elevation 218 U.S.G.S. Datum the point of beginning of herein described land; thence along the 218 contour as follows: North 89 degrees 56' West 487 feet to Station 10; thence North 26 degrees 56' East 184 feet; thence North 82 degrees 30' East 322 feet; North 25 degrees 14' West 601 feet; North 60 degrees 10' East 320 feet; thence North 80 degrees 55' West 614 feet; thence North 1 degree 14' West 375 feet; North 68 degrees 37' East 264.5 feet; South 66 degrees 49' East 219.5 feet; South 28 degrees 53' West 247 feet; South 72 degrees 22' East 342 feet to point on East boundary of Old 28 Mile Road; thence South 1 degree 27' East 1072 feet to point of beginning.

f) Beginning at Station 10 of above described tract; thence North 89 degrees 56' West 928 feet to point of beginning; thence along 218 foot contour North 53 degrees 34' West 332 feet; thence North 45 degrees 48' East 303 feet; North 4 degrees 13' East 302 feet; thence North 23 degrees 50' East 440 feet; thence North 74 degrees 7' West 305 feet; thence North 5 degrees 21' West 365 feet; thence South 72 degrees 33' West 147 feet; thence South 3 degrees 6' West 369 feet; thence North 83 degrees 50' West 543.5 feet; thence North 46 degrees 25' West 191 feet; thence South 65 degrees 26' West 282 feet; thence South 51 degrees 43' East 931 feet; South 69 degrees 25' West 301 feet; thence South 9 degrees 35' West 341 feet; thence North 47 degrees 32' West 328 feet; thence South 81 degrees 22' West 126 feet; thence South 0 degrees 48' East 211.5 feet; thence South 45 degrees 57' East 271.5 feet; thence South 89 degrees 54' East 1049 feet to the point of beginning.

g) Beginning at the Southwest corner of Section 13, Township 1 South, Range 10 East, M.D.B.&M.; thence along section line South 89 degrees 22' East 113 feet to Elevation 218.00, U.S.G.S. Datum; thence along 218.00 foot contour as follows: North 0 degrees 49' East 305.5 feet; thence North 26 degrees 28' East 301 feet; thence North 38 degrees 30' East, 225 feet; thence North 11 degrees 35' West 230 feet; thence South 84 degrees 50' West 170 feet to East side of road 50 feet wide; thence along East side of said road South 15 degrees 16' West 994 feet to section line; thence along section line South 89 degrees 22' East 86 feet more or less to the point of beginning.

h) Commencing at the Southwest corner of Section 13, Township 1 South, Range 10 East, M.D.B.&M.; thence North 89 degrees 22' West 86 feet to the East side of a road 50 feet wide; thence along East side of said road North 15 degrees 16' East 2881 feet to an iron pipe at Elevation 218.00 feet, U.S.G.S. Datum and the point of beginning of the herein described tract of land; thence along East side of said road as follows: North 26 degrees 12' East 470 feet; thence North 14 degrees 34' East 450 feet; thence North 1 degree 55' West 333 feet; thence North 1 degree 48' West 748 feet; thence North 1 degree 38' West 162 feet; thence North 26 degrees 15' East 461 feet to fence on quarter quarter section line; thence along quarter quarter section line, South 1 degree 29' East 1324 feet to quarter quarter section post at fence; thence along fence marking the boundary line of the S.S.J.I.D. Woodward Reservoir site as follows: South 89 degrees 40' East 3741 feet; thence South 0 degrees 46' East 652 feet; thence South 88 degrees 55' East 2624.5 feet; thence South 0 degrees 28' East 1988.5 feet; thence South 88 degrees 50' East 1563.4 feet; thence South 0 degrees 16' East 1324.4 feet; thence North 89 degrees 31' West 298.4 feet; thence South 0 degrees 20' East 2010.4 feet; thence North 88 degrees 23' West 1261.2 feet; thence South 0 degrees 18' East 2001.8 feet; thence North 87 degrees 59' West 370 feet to Station "B"; thence North 87 degrees 59' West 895.4 feet; thence North 0 degrees 10' West 1327.5 feet; thence North 88 degrees 15' West 1324.9 feet; thence North 0 degrees 46' West 1750.5 feet to stake at 218.00 feet elevation U.S.G.S. Datum; thence along 218.00 foot contour as follows: South 41 degrees 40' East 326 feet; thence South 1 degree 17' West 777 feet; thence North 35 degrees 08' East 395 feet; thence North 87 degrees 15' East 698 feet; thence South 72 degrees 20' East 130 feet to station "J"; thence South 72 degrees 20' East 272 feet; thence North 36 degrees 20' West 644 feet; thence North 75 degrees 28' West 407 feet; thence North 5 degrees 51' East 639 feet; thence North 42 degrees 29' East 542 feet; thence North 65 degrees 47' East 324 feet; thence North 17 degrees 54' West 502 feet; thence South 54 degrees 01' East 652 feet; thence North 79 degrees 42' East 602 feet; thence North 66 degrees 45' West 763 feet; thence North 15 degrees 54' West 220 feet; thence North 41 degrees 59' East 373 feet; thence North 70 degrees 30' West 489 feet; thence North 8 degrees 32' West 802 feet; thence South 69 degrees 52' West 849 feet; thence North 71 degrees 58' West 754 feet; thence North 4 degrees 37' East 267 feet; thence North 32 degrees 34' West 658 feet; thence South 86 degrees 33' West 457 feet; thence North 10 degrees 10' West 590 feet; thence South 21 degrees 46' West 669 feet; thence North 68 degrees 40' West 249 feet; thence North 26 degrees 46' East 380 feet; thence North 82 degrees 01' West 352 feet; thence North 63 degrees 10' West 888 feet; thence South 37 degrees 14' West 573 feet; thence South 67 degrees 39' West 520 feet; thence North 61 degrees 38' West 175 feet; thence North 3 degrees 29' East 588 feet; thence North 57 degrees 44' West 265 feet; thence South 19 degrees 06' West 729 feet; thence South 31 degrees 14' West 355 feet; to point of beginning.

SAVING AND EXCEPTING therefrom a strip of an average width of one hundred feet, the center line of which is approximately described as follows: Beginning at Station "B"; thence North 55 degrees 50' West 710 feet; thence North 21 degrees 50' East 660 feet; thence North 21 degrees 00' West 490 feet; thence North 45 degrees 00'

East 720 feet; thence North 00 degrees 0' East 300 feet; thence North 38 degrees 50' West 440 feet; thence South 56 degrees 40' West 610 feet; thence North 52 degrees 38' West 257 feet more or less to Station "J" the point of ending.

i) All that part of the North half of Section 22, Township 1 South, Range 10 East; lying East of the said 26 Mile Road and South of the meander line that is more particularly described as follows: Beginning at a point that bears South 2 degrees 07' 30" East 421.70 feet; and South 70 degrees 32' East 20 feet from the Northwest corner of said Section 22, said point of beginning being in the East line of said 26 Mile Road; run thence South 70 degrees 32' East 328 feet; thence North 17 degrees 13' East 409.8 feet; thence North 89 degrees 25' East 347.8 feet; thence South 34 degrees 45' East 424.6 feet; thence South 73 degrees 06' East 541.9 feet; thence South 27 degrees 33' East 338.3 feet; thence North 89 degrees 57' East 581.2 feet; thence South 13 degrees 09' East 755.4 feet; thence South 70 degrees 54' East 753.9 feet; thence South 30 degrees 03' East 219.3 feet; thence North 80 degrees 58' East 498.2 feet; thence North 42 degrees 30' East 628.1 feet; thence South 26 degrees 48' East 488.4 feet; thence South 72 degrees 57' East 986.1 feet to the East line of said Section 22 except of public roads, also except of a strip of land 25 feet in width running parallel to and directly adjacent to the East line of said 26 Mile Road beginning at the intersection of said strip of land and Cometa Lateral of the Oakdale Irrigation District; run thence South to the Dorsey lands.

j) All that part of the Northeast quarter of the Northeast quarter of Section 22, Township 1 South, Range 10 East, M.D.B.&M.; lying above elevation 217.00 foot of U.S.G.S. Datum.

k) All that part of the Northwest quarter of Section 23, Township 1 South, Range 10 East, lying above Elevation 217.00 foot of U.S.G.S. Datum.

l) All that part of the South half of Southwest quarter of Section 14, Township 1 South, Range 10 East, lying above elevation 217 foot of U.S.G.S. Datum.

m) All that part of the Southeast quarter of the Southeast quarter of Section 15, Township 1 South, Range 10 East, lying above Elevation 217 foot of U.S.G.S. Datum.

PARCEL 6:

Beginning at the intersection of the center line of the 26 Mile Road and the Northwest boundary of the above described parcel in Section 16, T.1 S, R. 10 E., M.D.B.&M.; thence N. 30 degrees 11' 50" E. 364.10 ft. along said Northwest boundary to a point; S. 48 degrees 27.8' W. 314.22 ft. along existing fence to center line of 26 Mile Road; S. 37 degrees 42.2 E. 36.95 ft. along center line of 26 Mile Road; S. 20 degrees 38.2' E. 82.55 ft. to point of beginning.

PARCEL 7:

Commencing at the corner common to Sections 15, 16, 21, and 22, T1S, R 10 E, MDB&M, as said corner is shown on Survey No. 511 in Volume 6 at Page 277 of Records of the County Surveyor of Stanislaus

County; thence South 432.1 feet and West 20.00 feet to a 2" iron pipe on the center line of 26 Mile Road, as said pipe is shown on Survey No. 1122 in Volume 11 at Page 113 of said records of the County Surveyor; thence along the center line of 26 Mile Road the following courses and distances as shown in said Survey No. 511; N 42 degrees 56' W 577.83 feet; S 88 degrees 39' 30" W 1389.10 feet; N 36 degrees 45' 30" W 612.28 feet; N 15 degrees 58' W 689.37 feet; N 19 degrees 29' W 136.82 feet; N 41 degrees 48' W 934.36 feet; N 27 degrees 13' 30" W 85.80 feet; N 13 degrees 19' W 1183.58 feet; N 7 degrees 05' W 75.44 feet; N 0 degrees 21' W 839.78 feet; N 21 degrees 46' E 76.10 feet; N 31 degrees 02' E 628.45 feet; N 16 degrees 08' E 84.65 feet; thence leaving the center line of said 26 Mile Road; N 30 degrees 11' 50" E 5204.49 feet to a 1/2" iron pin, which point is the intersection of the center line of a 40 foot road, now known as Eastman Road, and the Section line between Sections 9 and 10 of said Township and Range, as shown on Survey No. 836 in Volume 8 at Page 479 of said Records of the County Surveyor; thence S 1 degree 30' E 4010.53 feet to the corner common to Sections 9, 10, 15 and 16 of the aforesaid Township and Range; thence S 2 degrees 12' 30" E 5307.82 feet to the point of beginning.

Excepting therefrom any and all County roads or portions thereof of record, and excepting therefrom a parcel of land conveyed by Alban E. Kelliher to Renaldo J. Jeffry by grant deed dated January 19, 1945 and recorded May 7, 1945 in Vol. 818 at Page 498 of Official Records in the office of the County Recorder of Stanislaus County, California, and more particularly described as follows: "All that part of the South half of Sec. 16, T 1 S, R 10 E, MDB&M, lying East and North of the 26 Mile Road (exclusive of rim dams, and above Elev. 217 U.S.G.S. datum, containing 6 acres, more or less, and being an irregular shaped parcel of land at the SE corner of said Sec. 16)".

The above described parcels within "Exhibit A" are SUBJECT TO:

1st: The herein described lands are portions of the Thompson Rancho, according to the map thereof, filed in the office of the County Recorder of Stanislaus County, California in Vol. 1 of Maps, page 20 and portions of Rancho Del Rio Estanislao, according to the map thereof filed in the office of the County Recorder of Stanislaus County, California in Vol. 1 of Maps, page 66.

The Sections referred to in the description herein are the sections formed by producing the legal subdivision lines of the Government Surveys adjoining the said Ranchos, forming such Sections, and the Section corners are as located and established by private surveys.

Various Deeds in the chain of title described the land thereby conveyed by section numbers corresponding to the Government Survey.

This Exhibit "A" is based upon the assumption that the Sections mentioned in said Deeds are the Sections formed by producing the legal subdivision lines of the Government Survey and forming such sections.

2nd: Right of way for a canal, as granted to the Oakdale Irrigation District by Fannie Dorsey, et al, by Deed dated July 2, 1912, and recorded August 15, 1912, in Vol. 87 of Deeds, page 403.

Said right of way is 60 feet wide, the center line of which is more particularly described as follows:

Beginning at a point in the West line of the County Road running North and South on the North and South quarter line of Section 23, Township 1 South, Range 10 East, M.D.B.&M., distant thereon about 1705 feet North of the South quarter corner of said section; thence following the meanders of the located distributing canal of the Oakdale Irrigation District in a general Northwesterly and Westerly direction, a distance of 11,362 feet to a point in the West line of Section 22, Township 1 South, Range 10 East, M.D.B.&M., and distant thereon 178 feet South of the Northwest corner of said Section 22.

Said Deed provided that if the same be not needed or used or if said canal be abandoned, said land shall revert to the first parties, their heirs, executors, administrators or assigns.

3rd: In Vol. 20 of Miscellaneous Records, page 119, appears the record of an Agreement made by and between the County of Stanislaus, and South San Joaquin Irrigation District, dated February 13, 1918, and recorded February 19, 1918, whereby County of Stanislaus agrees to abandon that portion of the County Road located through the "Woodward Reservoir" in consideration of which abandonment, South San Joaquin Irrigation District agrees to obtain right of way and construct another road at its own cost and expense over a prescribed route as therein specified.

Reference is hereby made to said Agreement or the record thereof for further particulars.

4th: Right of way for County Road 50 feet in width (with provision to revert to first party if abandoned for road purposes) as conveyed to the County of Stanislaus by Deed from South San Joaquin Irrigation District, a corporation, recorded July 15, 1920 in Vol. 313 of Official Records, page 122, Instrument No. 8812.

The center line of said 50 foot road being more particularly described as follows:

Beginning at a point 25 feet North of the intersection of East boundary of the Old 28 mile road and the section line between Sections 14 and 24, Township 1 South, Range 10 East; thence in an Easterly direction parallel to and 25 feet from said section line 2545 feet to a point from which the section corner common to Sections 13, 14, 23 and 24, Township 1 South, Range 10 East, bears South 76 degrees 44' East 109 feet; thence continuing North 15 degrees 16' East 2855 feet; thence North 26 degrees 12' East 470 feet; thence North 14 degrees 34' East 450 feet; thence North 1 degree 55' West 333 feet; thence parallel to and approximately 25 feet from a fence on the East side of said road as follows: North 1 degree 48' West 921 feet; North 26 degrees 15' East 461 feet; North 1 degree 15' West 2635 feet; thence parallel to and

approximately 25 feet South of a fence on East and West quarter section line of Section 1, Township 1 South, Range 10 East, as follows: North 89 degrees 56' West 3951 feet to East boundary of the Old 28 Mile Road.

5th: Rights and rights of way for roads, ditches and/or canals, telephone and/or telegraph lines as the same is now located and lawfully established.

6th: The following described parcel which was quitclaimed on October 3, 1967, by S.S.J.I.D. to the County of Stanislaus:

Commencing at the section corner common to Sections 3, 4, 9 and 10, Township 1 South, Range 10 East, Mount Diablo Base and Meridian; thence South 1 degree 16' East along the section line common to said Sections 9 and 10 a distance of 1322.5 feet to a point on the South boundary of a 50 foot road; thence along the South boundary of said 50 foot road, North 51 degrees 54' East 1106 feet; thence South 61 degrees 2' East 1558.5 feet; thence along the South boundary of said 50 foot road South 89 degrees 39' East 1158 feet to the Northwest corner of the property conveyed to J.H. Conner recorded January 11, 1917 in Volume 246 of Deeds at Page 15; thence South 0 degrees 12' 30" West along the West line of said Conner property 865 feet to the true point of beginning; thence South 89 degrees 44' East 1170.11 feet to a corner in deed to W.R. Jones et al recorded October 17, 1919 in Volume 296 of Deeds at Page 64; thence North 0 degrees 12' 30" East along a West line in said W.R. Jones et al property 865 feet to a point in the South line of a 50 foot road; thence North 89 degrees 44' West along said South line of a 50 foot road 100.11 feet to the Northeast corner of said J.H. Conner property; thence South along the East line of said J.H. Conner property 865 feet to the Southeast corner of said J.H. Conner property; thence North 89 degrees 56 1/2' West along the South line of said J.H. Conner property 1070 feet to the point of beginning.

7th: All properties subject to rights of record.

INFORMATION:

a) Agreement (covering Parcels designated as b, c, d, e, and f under the exception herein) dated May 8, 1919 and recorded October 17, 1919 in Vol. 23 of Miscellaneous Records, page 315, between the South San Joaquin Irrigation District, a quasi public corporation and W.R. Jones and Henry Weiss, relative to reservation for road purposes, reservation of tract adjoining 28 mile road, right to borrow soil from the therein described land; construction of fences and other conditions relating to the sale of the said property to the vestees herein, which said agreement was made a part of the conveyance to W.R. Jones and Henry Weiss, dated October 28, 1919, and recorded December 5, 1919, in Vol 293 of Deeds, page 77, Instrument No. 12625 and dated October 15, 1919, and recorded October 17, 1919, in Vol. 296 of Deeds, page 64, Instrument No. 10146.

b) Agreement (covering parcels designated as g and h under the exception herein) dated April 30, 1919, and recorded in Vol. 23 of

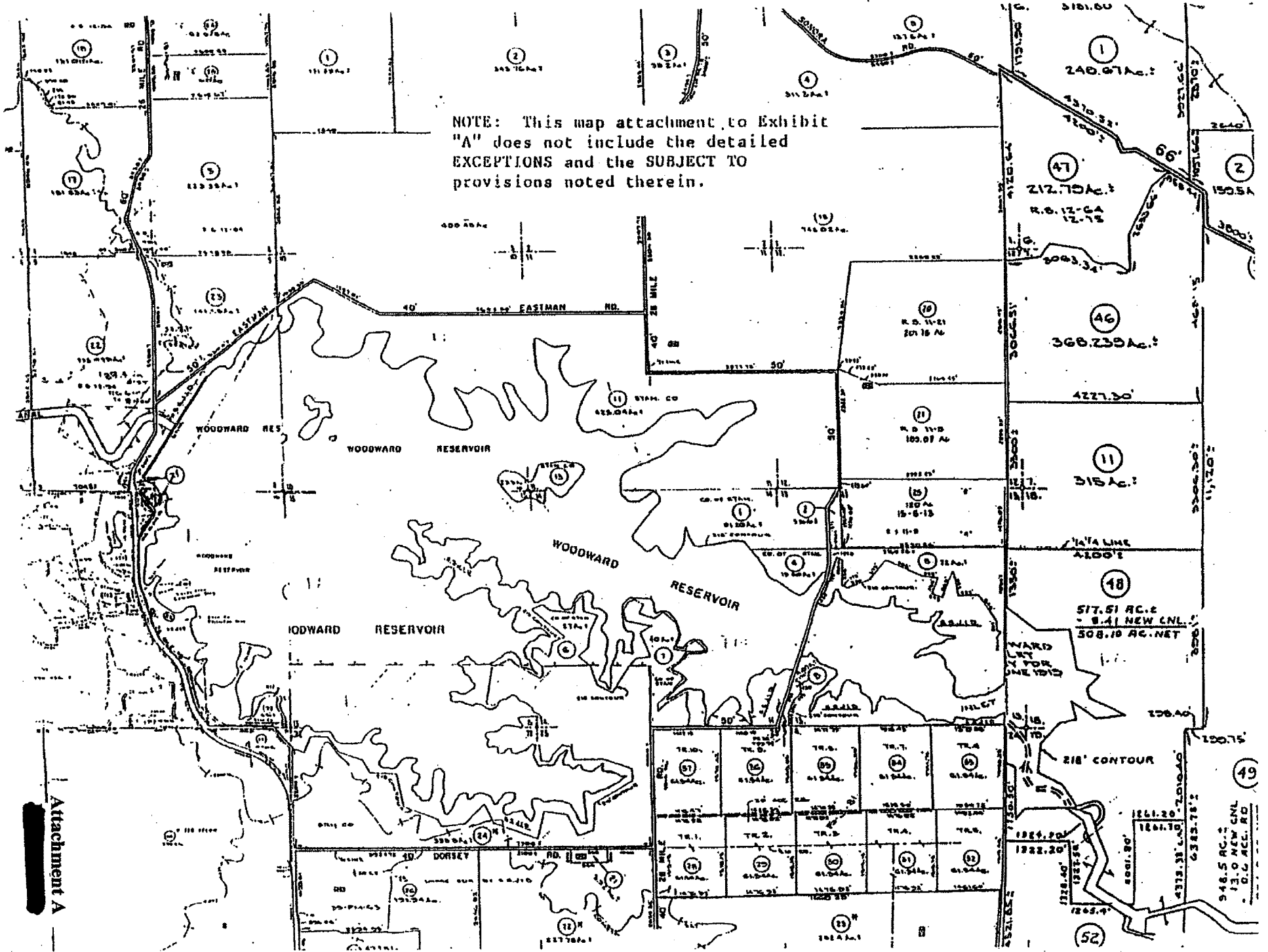
Miscellaneous Records, page 311, between the South San Joaquin Irrigation District, a quasi-public corporation and Edward A. Bunds and R.W. Bunds, relative to reservation for road purposes, reservation of tract adjoining 28 mile road, right to borrow soil from the therein described land; construction of fences and other conditions relating to the sale of the property to the vestees herein which said agreement was made a part of conveyance to Edward A. Bunds and R.W. Bunds dated October 15, 1919, and recorded October 17, 1919, in Vol. 296 of Deeds, page 61, Instrument No. 10135.

c) Reference being made to above agreements and the record thereof for full particulars.

d) We call to your attention the fact that if any of the lands included in the descriptions hereinbefore are lands over which the District merely has a flowage right, then the extent of the District's right would be to permit the County to have the use of the surface of the water so long as water was over said land. When the water recedes from said land, however, the District would have no jurisdiction over the dry land as such, but the same would be under the jurisdiction of the adjoining landowner who had granted the District a flowage right.

exhibit.a.

NOTE: This map attachment to Exhibit "A" does not include the detailed EXCEPTIONS and the SUBJECT TO provisions noted therein.



Attachment A

**AMENDMENT NUMBER ONE TO
WOODWARD RESERVOIR LICENSE**

This Amendment Number One ("Amendment") to the Grant of License dated December 1, 1985, by and between South San Joaquin Irrigation District ("District") and the County of Stanislaus ("County") is hereby adopted as follows:

RECITALS

- A. District owns and operates Woodward Reservoir and adjacent lands ("Woodward Reservoir" or "Reservoir") to supply water for irrigation purposes.
- B. County manages incidental recreational use of the Reservoir pursuant to the Grant of License with District ("License Agreement" or "Agreement"). The License Agreement expires in 2011, but can be terminated beginning in 2006.
- C. County owns certain properties adjoining the land owned by the District and has constructed recreational amenities on County lands as well as on lands owned by District. County has also leased certain of the County-owned property to third parties for recreation, cattle grazing and other purposes.
- D. District intends to use Woodward Reservoir as a source of water for its South County Water Treatment Plant project ("Treatment Plant"). The Treatment Plant will be a source of drinking water to the cities of Manteca, Escalon, Lathrop and Tracy ("Cities").
- E. District and County understand that certain changes in the recreation uses of Woodward Reservoir may be necessary from time to time so as to be consistent with existing and future laws, rules, regulations which affect the use of Woodward Reservoir as a source of water for the Treatment Plant and with the public health, safety, and welfare in general including (1) the Health and Safety Code, including section 115825, (2) rules or regulations of federal, state and local governmental agencies, (3) the terms of any permit or other approval issued for the Treatment Plant by the California Department of Health Services ("DOHS") or other federal, state or local agency, as such permit or approval may be amended from time to time, and (4) and other Federal, State or local laws, regulations or guidelines which are consistent with the public health, safety, and welfare, including the DOHS "Guidance for Freshwater Beaches" (collectively, "Laws and Regulations"). In particular, the Department of Health Services may impose a limit on body contact recreation and may impose additional restrictions on recreation at Woodward Reservoir in order to issue a permit to the District pursuant to California Health and Safety Code Section 116525. By this Amendment, District and County intend to provide a mechanism to enable County to continue to operate recreational facilities at Woodward Reservoir in compliance with the Laws and Regulations.



- F. District recognizes the value of public recreation at Woodward Reservoir and County's efforts in providing such recreational opportunities at Woodward Reservoir and desires to contract with County to amend the License Agreement to provide continued recreation at Woodward Reservoir beyond the term of the current License Agreement.
- G. District and County desire to accommodate District's use of the Reservoir as a raw water supply for both irrigation and potable water supply, and County's continued use of Woodward Reservoir for recreational activities in a manner consistent with the Laws and Regulations. The District affirms its commitment to continue support for public recreation at Woodward Reservoir.

Therefore, District and County agree as follows:

AGREEMENT

1. Term of Agreement.


a. Extension of Term.

The term of the Agreement is extended to January 1, 2036. Effective January 1, 2036, and every five (5) years thereafter, the Agreement shall be renewed automatically for five (5) year terms, unless either party notifies the other party in writing of its objection to such renewal at least three (3) years before the expiration of the term or the extended term.

If District is not able to obtain by January 1, 2004, all approvals required to construct and operate the Treatment Plant, including all approvals required of DOHS and approvals sought by District from County, the Agreement may be terminated by either party according to the dates and other provisions of Section 5 of the License Agreement and in such event this Amendment shall be null and void.

b. Early Termination

On or before June 1, 2022, the parties shall initiate good faith negotiations to modify the terms of the Agreement, as amended herein, to continue to recognize and accommodate County's obligation to provide continued recreation at Woodward Reservoir and the District's obligation to deliver water to customers. New or modified terms and conditions agreed to by the parties, if any, shall become operative and effective on January 1, 2025. In any event, the District may opt to terminate the Agreement effective January 1, 2025, by furnishing the County written notice of its intent to terminate on or before January 1, 2023. If the District opts to terminate the Agreement before the end of the extended term of the Agreement as set forth herein, the District shall pay County the amounts according to Section 1c below.



c. Buy-Out before Expiration of Term.

The District may elect to buy-out the County's interest in the License Agreement prior to January 1, 2036, upon at least one (1) year's advance notice. In such event District shall be required to pay County as follows:

- i. If the Agreement is terminated effective on a date before January 1, 2025, the District shall pay County on the termination date an amount based on the following formula: $\text{Buy-Out Value} = (\text{Revenue} - \text{Expenses}) + \text{Improvements} + \text{Upper Intake}$, but in no event shall the Buy-Out Value be less than \$2 million, where:
 - (1) "Revenue" means the average annual revenue received by the County during the preceding five-years, multiplied by the number of years remaining until January 1, 2025, discounted to present value using as a discount rate, the latest prime rate of interest published in the West Coast edition of the Wall Street Journal as of the date of the notice.
 - (2) "Expenses" means the average annual expenses incurred by the County during the preceding five-years, multiplied by the number of years remaining until January 1, 2025, discounted to present value using as a discount rate, the rate determined in (1) above.
 - (3) "Improvements" means the fair market value of improvements related to recreation at the Reservoir that have been or were caused to be installed, constructed or furnished by the County, reduced by the fair market of the improvements constructed with the \$1 million or the actual amount expended on improvements constructed in accordance with Section 4 herein, whichever is less.
 - (4) "Upper Intake" means the prorata reimbursement for the County's contribution toward construction of the upper intake structure under Section 7a, based on the remaining useful life of those improvements.
- ii. If the Agreement is terminated effective on or after January 1, 2025, the District shall pay County on the termination date its prorata contribution toward construction of the upper intake structure under Section 7a, based on the remaining useful life of those improvements, plus pay the sum of two (2) million dollars.

In the event the Agreement terminates before January 1, 2036, the District agrees to allow public recreation at the Reservoir to the extent consistent with the Treatment Plant and the Laws and Regulations. To the extent that District would require the use of County-owned land at Woodward Reservoir to provide public recreation, the parties agree to work together to allow District to acquire an interest in such land as is then owned by County, whether by lease, purchase or by exercise of District's power of eminent, on mutually-acceptable terms. The terms

shall require District to pay the fair market value of that County-owned land and recreational-related improvements constructed by County thereon, necessary for District to continue to provide public recreation at Woodward Reservoir, excluding those improvements constructed in accordance with Section 4 with District's funds.

2. Treatment Plant is an Additional Paramount Use.

County agrees that District's use of Woodward Reservoir for water supply and power production, including its use as a source of water to supply the Cities through the Treatment Plant up to 31,000 acre-feet per year until the year 2010 and up to 41,000 acre-feet thereafter and a quantity of water to the City of Ripon not exceeding 6000 acre-feet, are paramount to County's use of Woodward Reservoir for recreation. County agrees to take the actions described in this Amendment and such other actions as may be necessary during the term of this Agreement in order to regulate recreation at Woodward Reservoir in compliance with the Laws and Regulations.

3. Operational Changes.

District and County agree that certain operational changes in County's recreational operations at Woodward Reservoir are required to further the public health, safety and welfare, to enable District to obtain and maintain a permit from DOHS, and to otherwise enable District to use Woodward Reservoir to supply treated water to the Cities. County agrees to adopt and enforce necessary rules and regulations to implement these operational changes and such other changes as may be necessary to comply with the Laws and Regulations at all times during the term of the License Agreement.

- a. County will limit public recreational use of and access to the Reservoir such that it does not exceed its recreational carrying capacity as set forth in a written plan prepared by the County on or before November 2001, in which the recreational carrying capacity of the Reservoir will be determined using acceptable industry standards. The District and County agree to work in good faith to agree upon the factors to be considered in determining the carrying capacity and to resolve any concerns the District may have with respect to the carrying capacity plan. County will obtain the District's prior written consent to any increase in the carrying capacity of the Reservoir.
- b. County will provide adequate maintenance at the Reservoir by, among other actions, ensuring that all trash and other solid waste is regularly removed to central facilities to prevent a health hazard or visual nuisance and by regularly servicing all human sanitary facilities as necessary.
- c. County will prohibit camping in undeveloped sites within the distance to the high water line (defined as elevation 210 feet) as limited by the Laws and Regulations within 180 days prior to the estimated date the Treatment Plant begins operation. Existing developed camp sites and full-hookup camp sites may remain

operational regardless of their proximity to the high water line, so long as they are in compliance with the Laws and Regulations. Newly developed sites will be located no closer to the high water line than as limited by the Laws and Regulations or, in the absence of any specific limitation in the Laws and Regulations, not closer than 30 feet from the high water line.

- d. At all times after the Treatment Plant begins operation, the County will enforce a ban on all public access to and use of the land and water area shown on Attachment 1, except for access to trails for hiking and equestrian use. The trails will be constructed in accordance with a plan to be approved by County and by District.
- e. County will prohibit any body-contact recreation in any portion of the Reservoir at all times that District requires use of the lower intake structure as described in Section 6b below, commencing 30 days after County's receipt of notice from District that it intends to take water from the lower intake structure. If 30 days' notice is impractical because of sudden failure of upstream diversion or conveyance facilities to deliver water to Woodward Reservoir, whether due to tunnel collapse, canal break or other sudden failure of the diversion facilities or chemical spill, that District cannot reasonably remedy or repair within five days, County will prohibit body-contact recreation in the Reservoir 5 days after County's receipt of notice from District. County may permit body-contact recreation to resume when District begins to use the upper intake structure. District shall work with County in an attempt to obtain consent of DOHS to allow body-contact recreation during the Memorial Day, Independence Day and Labor Day holidays during times that District's main canal is delivering water into Woodward Reservoir, so long as District's deliveries of water to the Treatment Plant are not affected, and subject to such terms and conditions as shall be acceptable to County and District.

District will provide County with a copy of the February and April water supply forecast it receives from the United States Bureau of Reclamation ("USBR") each year as soon as possible after receipt. District shall also supply along with the notice its estimate as to when it anticipates using the upper intake structure and when it anticipates using the lower intake structure during that year.

Body contact is used in this Amendment according to DOHS regulations or guidelines and in the absence of such regulations or guidelines, means any recreation activity except boating or fishing from boats or streambank that involves human contact with water at Woodward Reservoir, including swimming, wading, water skiing, wind surfing or any other form of boat-towed recreation, jet skiing or float fishing.

- f. So long as fuel containing the additive Methyl Tertiary Butyl Ether ("MTBE") is reasonably available for purchase in California, the County will adopt and

implement regulations for control of MTBE in the water at the Reservoir. If MTBE fuel is not reasonably available for purchase in California, the County will adhere to DOHS standards for MTBE limits in Reservoir water.

- g. County shall manage the beaches at the Reservoir in accordance with California Code of Regulations Title 17, Group 10.1, and the DOHS "Guidance for Freshwater Beaches." County shall develop and implement protocols as provided therein, subject to District approval, for sewage spills, sampling and analysis, beach posting, closure and reopening procedures and otherwise consistent with protocols relative to County's management of Modesto Reservoir for the Modesto Irrigation District. County shall conduct all water sampling, testing and analysis applicable to and reasonably necessary for County's management of recreation at its expense. Copies of all test results shall be provided to the District within a reasonable period of time after receipt by the County. The District shall perform its own sampling, testing and analysis of Reservoir water as required for the Treatment Plant.
- h. Such other restrictions as may otherwise be required by the Laws and Regulations.
- i. Use of adequate security and law enforcement personnel to enforce County's obligations in this section, as determined in the reasonable discretion of the County.

4. Physical Improvements

County will make physical improvements at Woodward Reservoir as set forth in Attachment 2 which, by this reference is made a part hereof and such other physical improvements as shall be required for the District to secure and maintain a permit from DOHS. County will provide District with a schedule for its implementation of the improvements and amend the schedule from time to time as necessary. If County proposes to make any further alterations, improvements or additions to District's land at the Reservoir, it will first obtain District's approval as set forth in Section 6 of the License Agreement, which approval will not be unreasonably withheld.

5. Changes in Land use. County agrees to adopt and enforce necessary rules and regulations to implement the following changes at all times during the term of the License Agreement.

- a. Prohibit cattle from entering the Reservoir water body. County will either ban such activities or provide for the installation and maintenance of fencing on land adjacent to the Reservoir's high water line, or other measures sufficient to prevent cattle from entering the Reservoir.

- b. The County shall continue to implement the goals and policies related to the protection of water quality set forth in the Conservation/Open Space Element of its General Plan for all discretionary approvals for land within the watershed of Woodward Reservoir. Such approvals shall contain provisions comparable to those for the watershed for Modesto Reservoir.
- c. Prohibition on the installation of septic system or leach field for any septic system within 100 feet of the Reservoir's high water line.

6. Upstream Intake for Treatment Plant

- a. The Treatment Plant project will include an intake structure near the actual dam structures ("lower intake structure") and an intake facility upstream in the vicinity of the District's main supply canal, including a pipeline along or beneath the bed of the Reservoir ("upper intake structure").
- b. As part of the construction of the upper intake structure, a zone for the intake structure will be established which will be hydraulically separated from the lower portion of the Reservoir. In practical effect, this will divide the Reservoir into an upper intake zone ("Upper intake zone") and a "lower intake zone" comprising the remainder of the Reservoir. The Treatment Plant will use the upper intake structure as much as possible from the time that Woodward Reservoir is refilled by approximately April 15 following winter lowering for flood control and continuing through approximately September 15 of each year, unless insufficient water supplies or failure of upstream diversion or conveyance facilities require use of the lower intake during that time. Recreational activities in and adjacent to the upper intake zone will be restricted as described above in Section 3d. When the District is not able to divert sufficient water from the Stanislaus River, in years of reduced supply or sudden failure of upstream diversion or conveyance facilities as described in Section 3e, water from the lower intake zone will be diverted at the lower intake structure to supply the Treatment Plant. Should it be necessary to use water from the lower intake zone, County will enforce a prohibition on body contact recreation in the lower intake zone as described in Section 3e. When the Treatment Plant is operational, the District will provide the County with a minimum of 30 calendar days written notice of its intention to use the lower intake zone as a source of water supply, except in the instances described in Section 3e.
- c. District shall furnish County with a copy of the initial design of the plat, drawing or engineering plans for the upper intake facility when available and with a copy of any major revision of such design. Prior to start of construction of the Treatment Plant, District will provide County with plans of the final design of the upstream intake structure and final estimated costs. District and County agree to work in good faith to resolve any concerns County may have with respect to design or cost estimates, provided that District shall have final authority to design

and construct the upstream intake structure as determined in the reasonable discretion of the District.

- d. District agrees to notify County 90 days before start of construction of the upper intake structure. District will schedule construction of the upper intake facility to minimize impacts to recreation to the extent feasible.

7. Allocation of Cost

- a. County agrees to pay half of the actual cost to construct the upper intake structure in the eastern area of the Reservoir as described below, estimated to be \$6,000,000. County's share shall not exceed \$3,000,000. Within 60 days of receipt of the District's notice described in Section 6d above, the County shall deposit in an interest bearing escrow account at least \$1,000,000 and not more than \$3,000,000 in the aggregate, that shall be drawn upon to pay the County's proportional one-half share of the progress payments for construction of the upper intake structure. The County shall replenish the escrow account whenever the balance drops at or below \$250,000 to ensure sufficient funds for timely payment of progress payments. County shall be entitled to all interest accrued on funds deposited in the escrow account. Draws upon the escrow account shall be made by written authorization from both the District and the County as set forth in a separate escrow agreement executed by the parties to this Agreement. The County shall be entitled to withdraw any principal balance, if any, after payment of one-half the actual cost of construction of the upper intake structure up to \$3,000,000. The District shall separately account for all costs and expenses attributable to construction of the upper intake structure..
- b. District will pay the first \$1,000,000 for implementing the physical improvements described in Section 4 beginning when District provides the notice described in Section 6d. District will contribute any remaining funds to complete such other improvements identified in County's Woodward Reservoir Regional Park Master Plan County elects to make. County's costs of implementing the improvements shall include administrative design costs incurred by County. County will be responsible for the remainder of its costs, if any, related to these improvements. County will periodically request payment from District for its costs in implementing the improvements described in Section 4 and District agrees to reimburse County within 30 days of County's request. District's obligation to contribute the funds described in this Section shall expire as to any requests for payment not received within 36 months from the date District provides the notice described in Section 6d.
- c. County will be responsible for its costs in implementing those land use changes described in Section 5 which are required as to County-owned land.

8. Rent.

County will continue paying District rent of \$1.00 per year throughout the term of the Agreement.

9. Concessionaire Agreement and Operation.

County will not enter into, amend or renew any concessionaire agreements at Woodward Reservoir without the prior written consent of the District Manager. All concessionaire agreements executed or amended after the date of this Amendment shall terminate upon expiration or sooner termination of the License Agreement. Agreements existing on the date of this Agreement shall terminate consistent with contractual rights and obligations existing on the date of this Agreement, unless amended to be consistent with the provisions in the preceding sentence.

10. Waiver of Certain Claims.

The purposes of this Amendment are in part to minimize potential conflicts between the parties associated with the Treatment Plant potential impacts to County.

- a. County waives against District or any of the Cities (i) any claim, demand, obligation or liability arising out of, and (ii) the right to assert before in any court, administrative hearing or any other forum, that County has been, is being or will be injured or damaged during the term of this Agreement as a result of:
 - i. Impacts to recreation at the Reservoir due to reduced storage volume or water levels or to maintain water quality to standards imposed by the DOHS, by the Laws and Regulations or by District pursuant to this Agreement;
 - ii. Impacts to the use of land in the watershed of the Reservoir caused by the Treatment Plant;
 - iii. Reduction in County's gate receipts or increases in County's capital expenditures or in its operation or maintenance expenses at the Reservoir;
 - iv. Changes to District's water rights which District may elect to pursue to supply to the Cities up to 31,000 acre-feet of treated water per year until the year 2010 and up to 41,000 acre-feet thereafter and not exceeding 6,000 acre-feet to the City of Ripon, or to supply any additional amounts to said cities so long as further restrictions on recreational use of Woodward Reservoir are not required by Laws and Regulations as a result and so long as such changes do not enable District to exceed the District's one-half share of the annual quantity of water to be supplied by the USBR.

set forth in the 1988 Agreement and Stipulation between the District, the Oakdale Irrigation District and the USBR.

- v. Any alleged failure by District in environmental documents prepared to satisfy the requirements of the California Environmental Quality Act, to analyze impacts to recreation or any other impacts to County from the Treatment Plant.

- b. District waives and agrees to hold County harmless from claims for damages arising during the term of this Agreement by the District, any of the Cities or its customers or the City of Ripon or its customers for any inability of District to supply sufficient water of a potable quality from Woodward Reservoir, except to the extent County has failed to remedy a default related to water quality after notice and opportunity to cure as provided in Section 12a. District reserves the right to assert claims against County for reimbursement if civil fines or penalties are levied against District for violations of water-quality related laws at Woodward Reservoir that are attributable to County operations or failure to perform its obligations under this Agreement.

11. County's Covenants.

In addition to the other provisions of this Agreement, County covenants during the term of the Agreement to:

- a. Manage recreation at Woodward Reservoir consistent with the Laws and Regulations and with the public health, safety and welfare.

- b. To take actions necessary to comply with all Laws and Regulations.

- c. Comply with any order or ruling of any federal, state or local governmental agency or court pertaining to recreation at Woodward Reservoir.

- d. To support District in any proceeding before the State Water Resources Control Board which involves District's water rights used to supply to the Cities up to 31,000 acre-feet of treated water per year until the year 2010 and up to 41,000 acre-feet thereafter and not exceeding 6,000 acre-feet to the City of Ripon or to supply any additional amounts to said cities so long as further restrictions on recreational use of Woodward Reservoir are not required by Laws and Regulations as a result and so long as such District does not exceed the District's one-half share of the annual quantity of water to be supplied by the USBR set forth in the 1988 Agreement and Stipulation between the District, the Oakdale Irrigation District and the USBR.

- e. Acknowledge District has a statutory franchise to lay its pipelines along and underneath County roads or road rights of way in connection with the Treatment

Plant, subject to the limitations set forth in Water Code Section 22431, and subject to the County's right under Article 2 (commencing with section 1460) of Chapter 5.5, Division 2 of the Streets and Highways Code to grant an encroachment permit for such use of County roads.

- f. Recognize that District is not subject to County's building or zoning ordinances in connection with the location or construction of facilities for the production, generation, storage or transmission of water pursuant to Government Code section 53091. This provision does not apply with respect to facilities that are ancillary to such functions. This provision also does not affect the District's obligations to submit proposals to construct buildings or structures which qualify for the exemption in section 53091 to the local planning agency for advisory review as to conformity with the applicable General Plan.

If, during the term of this License Agreement, County shall contest any of the Laws and Regulations or any order or ruling of any federal, state or local governmental agency or court as such may pertain to Woodward Reservoir or County's obligations in the License Agreement, County shall, notwithstanding its protest, fully perform all of its obligations during the pendency of its contest.

County and District agree to work cooperatively with each other in discussions with the DOHS regarding the application of the Laws and Regulations to the use of Woodward Reservoir as a source of water for the Treatment Plant.

12. Default and Remedies.

- a. If either party shall fail to perform its obligations under this Agreement after notice of, and reasonable period of time to cure, such failure, that party shall be in default, and the other party may, short of terminating the Agreement:
 - i. Seek recovery by way of damages;
 - ii. Seek specific performance of the Agreement;
 - iii. Seek injunctive or other immediate legal relief.
 - iv. Seek such other relief as may be appropriate under the circumstances.
- b. The persistent and repeated failure of a party to diligently perform an obligation under the Agreement shall constitute a material default giving the non-defaulting party the right to terminate the Agreement; provided, however, no such circumstance shall constitute an event of default unless and until (1) the non-defaulting party has given written notice to the other party specifying the particular default exists which will, unless corrected, constitute a material breach of the Agreement, and (2) the defaulting party has not either corrected such

default or initiated reasonable action to correct such default within 30 days from the date of such notice and, thereafter, does not diligently continue to pursue such action.

- c. Either party may seek injunctive or other immediate legal relief at any time to protect the public health, safety or welfare.
- d. No right or remedy given to a party on the breach of any provision of this Agreement is intended by the parties to be exclusive; each shall be cumulative and in addition to any other remedy provided in this Agreement or otherwise available at law or in equity. No failure by the nonbreaching party to exercise, and no delay in exercising, any right shall operate as a waiver of that right. Nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of a right, power, or privilege granted by this Agreement or otherwise.

13. Legislative Waiver of DOHS Regulations.

District and County presently believe that seeking a legislative waiver from DOHS restrictions on body contact at Woodward Reservoir does not appear to offer the long term solution desired by both parties and the parties have chosen to pursue other options. However, should the District or the County elect to pursue a legislative waiver, the other party will if requested, provide written support and such other nonfinancial support as may be reasonably requested. If a legislative waiver of limitations on body-contact recreation at Woodward Reservoir is obtained, District agrees that body-contact recreation shall be permitted in the lower intake zone of Woodward Reservoir described in Section 6b so long as the waiver is effective and County agrees to otherwise operate the recreation facilities as set forth in this Amendment.


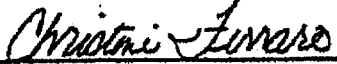

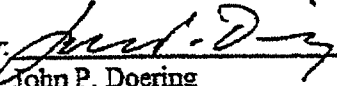
14. Venue.

The venue of any action involving the Agreement is Stanislaus County; provided, however, the parties agree to stipulate to appointment of a neutral judge to hear any disputes between the parties and to share equally the costs of such neutral judge, if any.

15. Effect of Amendment One on License Agreement.

The Amendment shall be incorporated into and made a part of the Agreement. Except as modified by this Amendment, the License Agreement shall remain in full force and effect.

Therefore, the parties have executed this Amendment to the License Agreement on the dates beside their respective signatures below.

<p>COUNTY OF STANISLAUS</p> <p>By: <u></u> PAT PAUL, Chair Board of Supervisors</p> <p>Dated: March ____, 2001</p>	<p>SOUTH SAN JOAQUIN IRRIGATION DISTRICT</p> <p>By: _____ Name Title</p> <p>Dated: March ____, 2001</p>
<p>ATTEST: REAGAN M. WILSON Clerk of the Board of Supervisors of the County of Stanislaus, State of California</p> <p>By: <u></u> Deputy Clerk</p>	<p>APPROVED AS TO CONTENT:</p> <p>By: _____ Richard Martin General Manager</p>
<p>APPROVED AS TO CONTENT: Department of Parks and Recreation</p> <p>By: <u></u> Kevin M. Williams Director</p>	<p>APPROVED AS TO FORM:</p> <p>By: _____ Steven P. Emrick General Counsel</p>
<p>APPROVED AS TO FORM: Michael H. Krausnick County Counsel</p> <p>By: <u></u> John P. Doering Deputy County Counsel</p>	

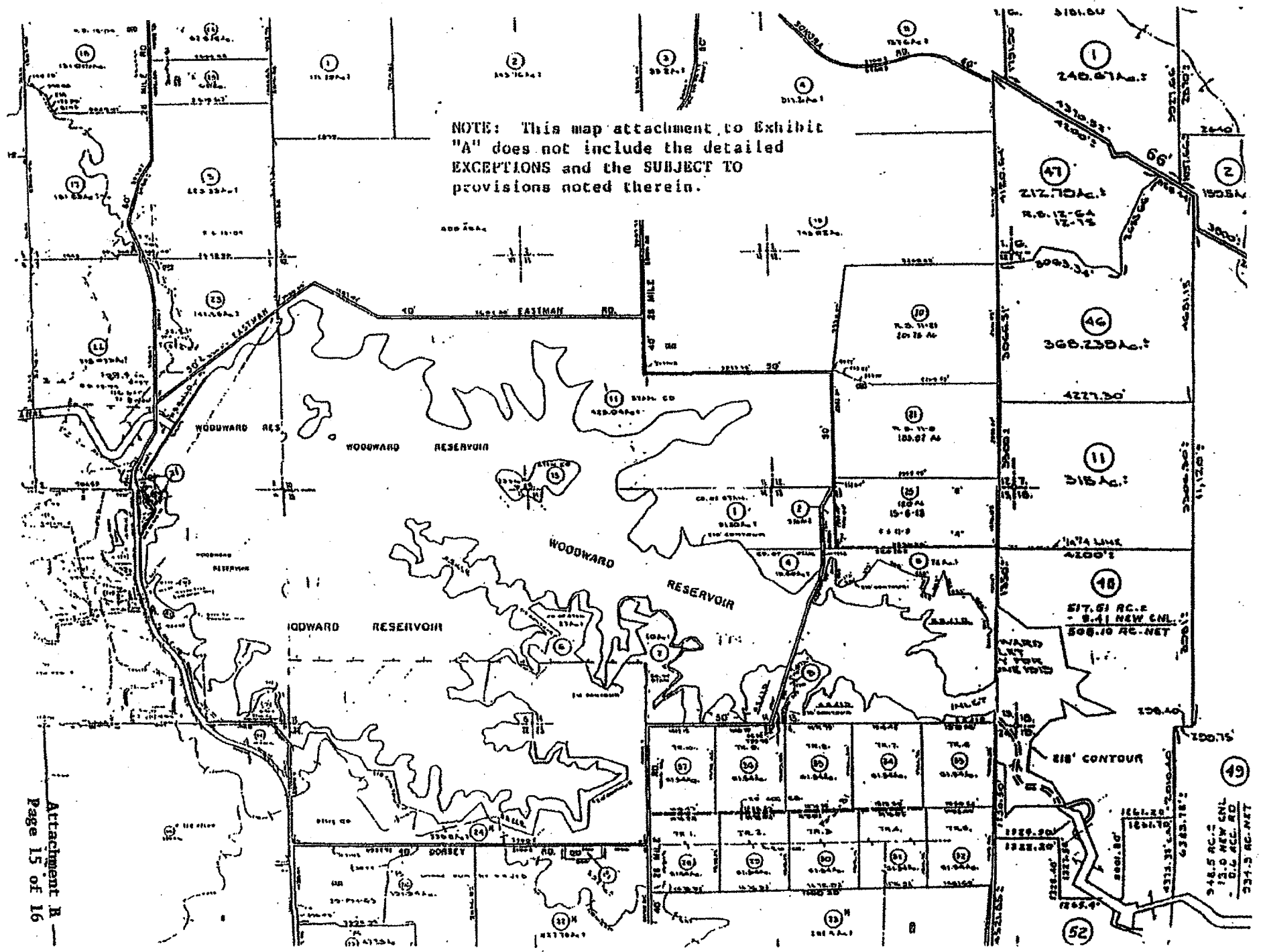
Amend No. 5E.wpd
March 7, 2001 (3:35pm)

SCHEDULE OF ATTACHMENTS

Attachment 1 - Map showing no trespassing zone.

Attachment 2 - Schedule of Physical Improvements

NOTE: This map attachment to Exhibit "A" does not include the detailed EXCEPTIONS and the SUBJECT TO provisions noted therein.



ATTACHMENT 2

IMPROVEMENT OBJECTIVES AT WOODWARD RESERVOIR

The following are the physical improvement objectives for Woodward Reservoir to be funded by South San Joaquin Irrigation district as described in section 4 and 7b of the Agreement. The improvement objectives are in order of priority. Projects will be implemented in this order unless otherwise mutually agreed upon by both agencies. The associated costs of these projects will exceed the allocated funding. Alternative funding sources will be needed for the successful completion of the total list of improvements. The County will continue to pursue grants for funding and implementation of the Parks Master Plan projects.

1. Improve wastewater system
 - a. Replace all pit toilets with either chemical toilets or vaulted toilets; place additional units where required
 - b. The existing wastewater facilities to be improved, including possible alarms and berms to contain any accidental spills.
2. Install regulatory and informational/educational signs
3. Install additional garbage bunkers and garbage totes and cans
4. Potable water supply- one or more new wells with distribution systems to new developed campsites for drinking water and tree watering; also to be used for future projects for the development of restrooms and showers.
5. Irrigation system to irrigate trees in undeveloped areas
6. Design and install additional developed campsites in three locations of the undeveloped area, away from reservoir waters. (To include paving, tables, fire rings, trees, bushes, vaulted toilets, water)
7. Day use areas- installation of picnic tables and grills
8. Extend wastewater system for full-hookup and developed camping.
9. Hiking paths
10. Grassed activity areas
11. Pave roads to the newly developed campsites

**AMENDMENT NO. 2
TO
WOODWARD RESERVOIR LICENSE**

This Amendment Number Two ("Amendment") to the Grant of License dated December 1, 1985, and Amendment Number One dated March 7, 2001, by and between South San Joaquin Irrigation District ("District") and the County of Stanislaus ("County") is hereby modified as follows:

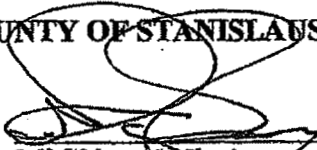
1. Pursuant to Section 7b - "Allocation of Costs," last sentence in first paragraph is amended to read as follows:

"District's obligation to contribute the funds described in this Section shall expire as to any requests for payment not received within 36 months of the date of the signed Amendment Number Two."
2. Pursuant to Attachment Two to Amendment Number One, Section 4 is amended to read as follows:

"Potable water supply - replace or install one or more new wells with distributions to existing and new developed campsites for drinking water, tree watering, restrooms and showers."
3. All of the other terms and conditions of Amendment Number One remain in full force and effect.

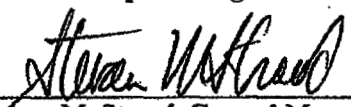
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement in duplicate on August 23, 2005.

COUNTY OF STANISLAUS

By: 
Ray Simon, Chairman
Board of Supervisors

Date: April 18, 2006

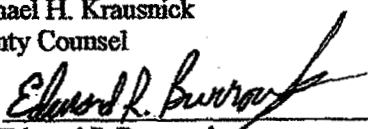
South San Joaquin Irrigation District

By: 
Stevan M. Stroud, General Manager

APPROVED AS TO CONTENT:
Department of Parks and Recreation

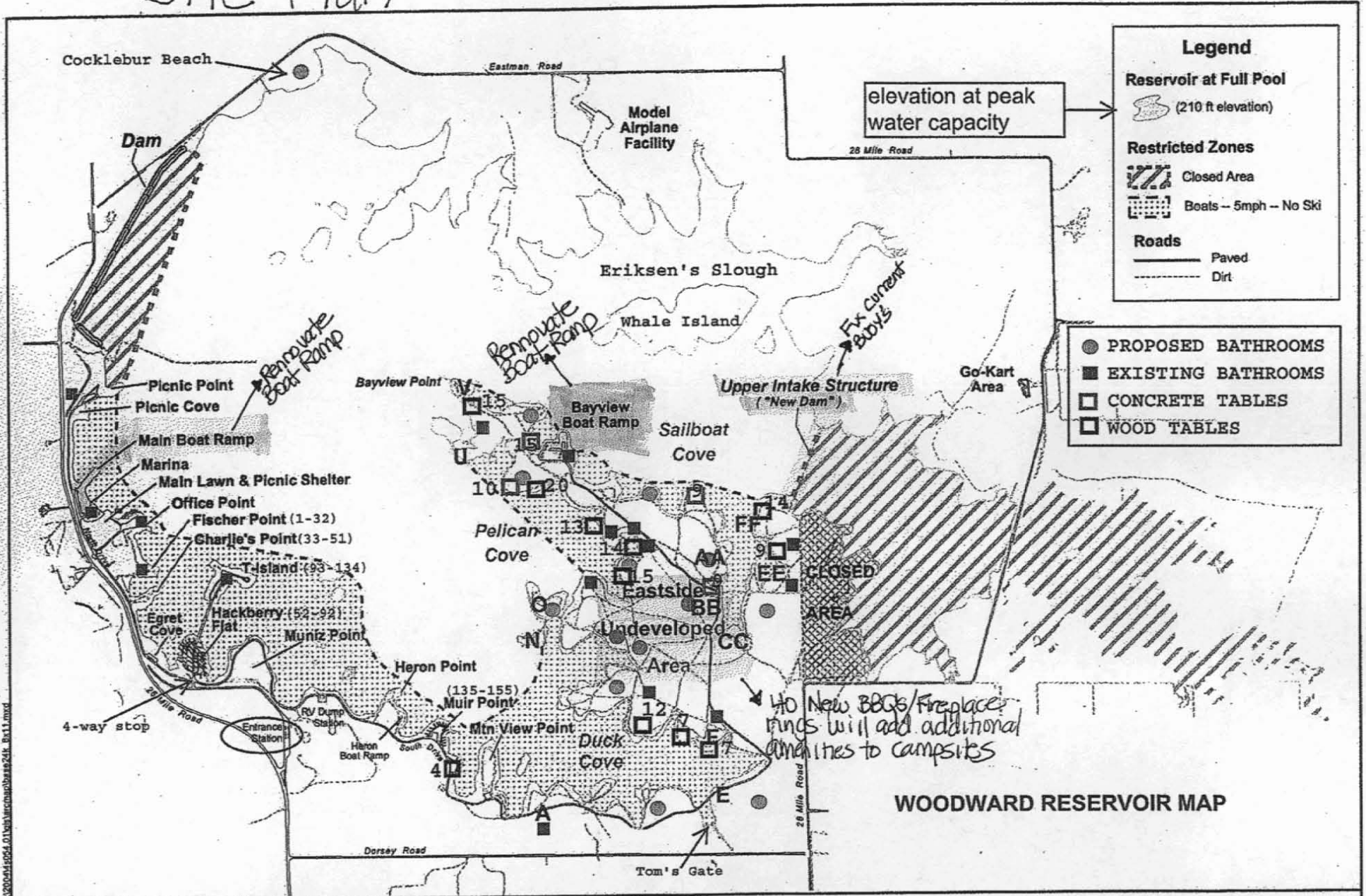
By: 
Sonya K. Harrigfeld, Director

APPROVED AS TO FORM:
Michael H. Krausnick
County Counsel

By: 
Edward R. Burroughs
Deputy County Counsel

Date: 
Steven P. Emrick, General Counsel

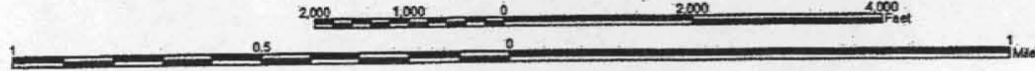
Site Plan



Source: Digital Base Map - Thompson-Hysell Engineers 2004 / EDAW 2004

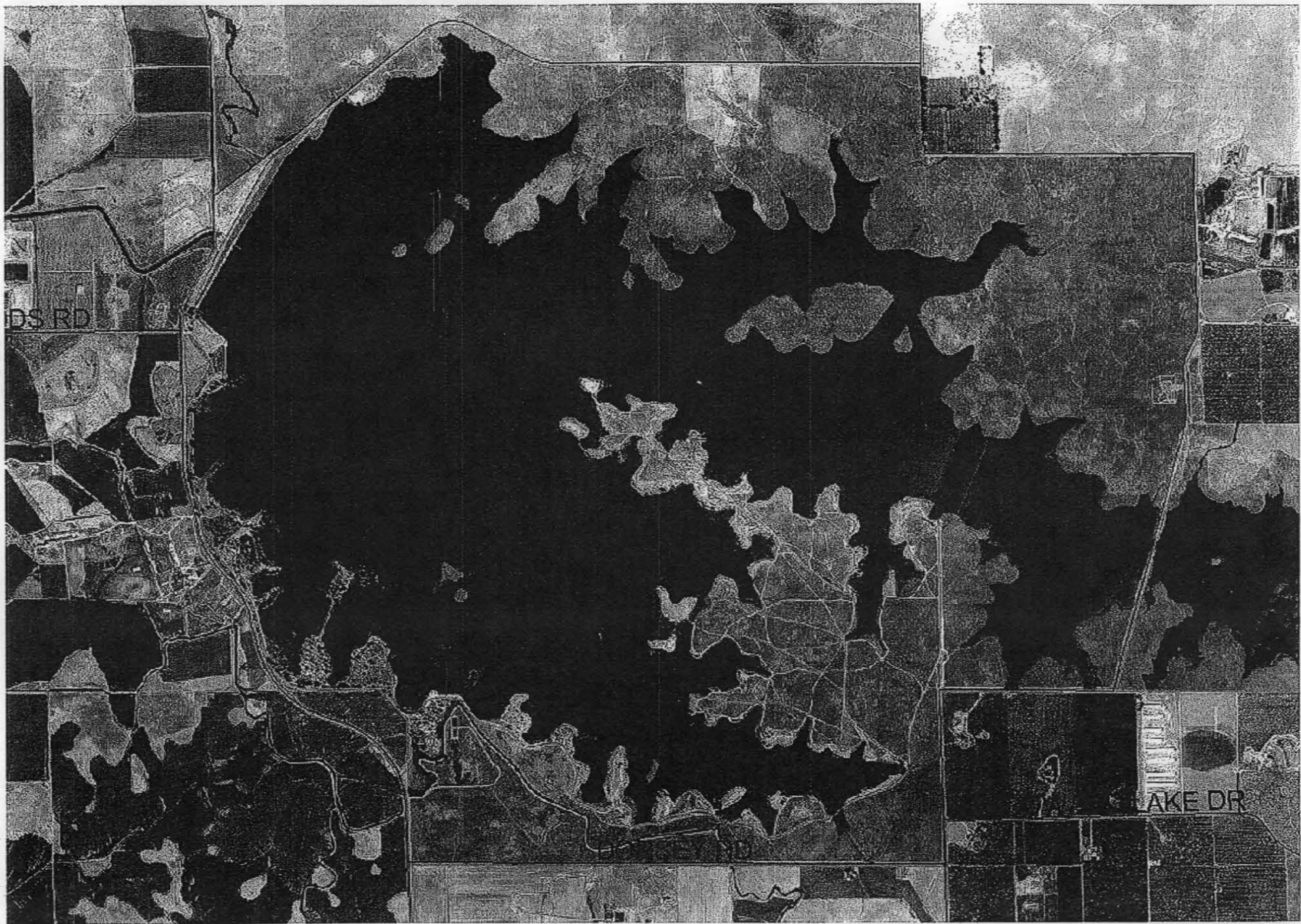


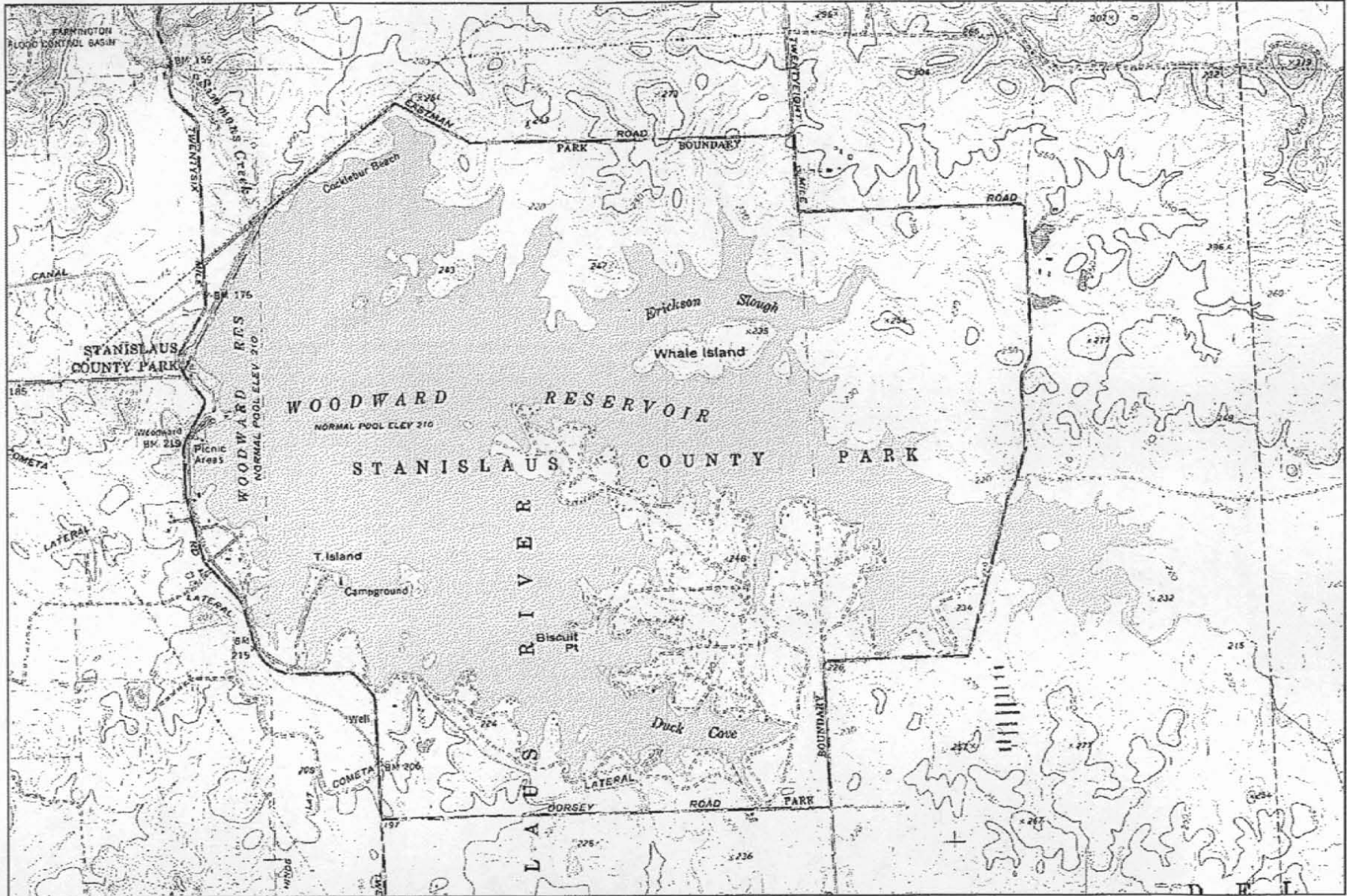
Scale 1:24,000
1" = 2000 ft



Woodward Reservoir Base Map

FIGURE 2.1

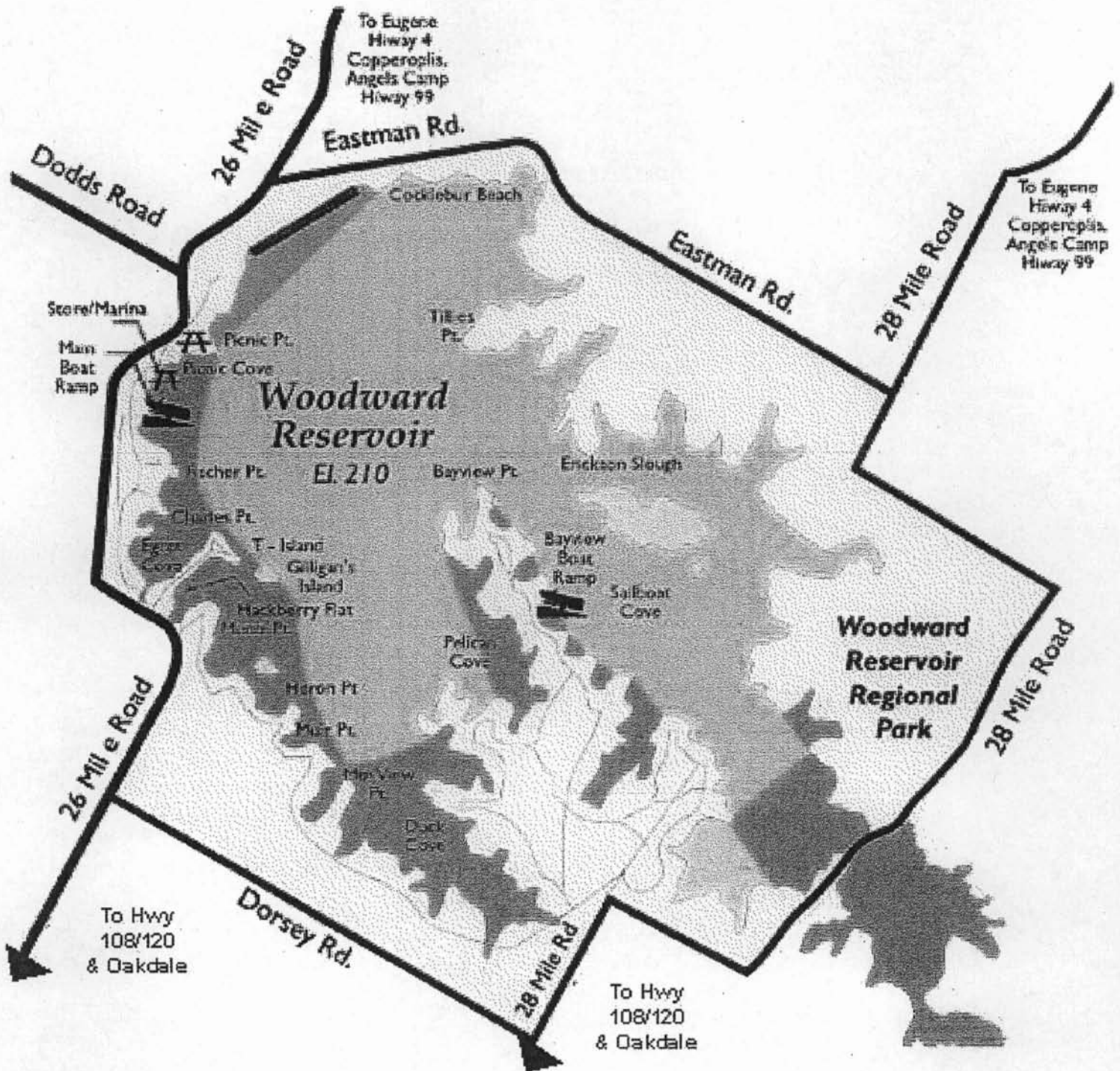




0 ————— 0.75 Mi
0 ————— 4000 Ft

Map provided by MyTopo.com

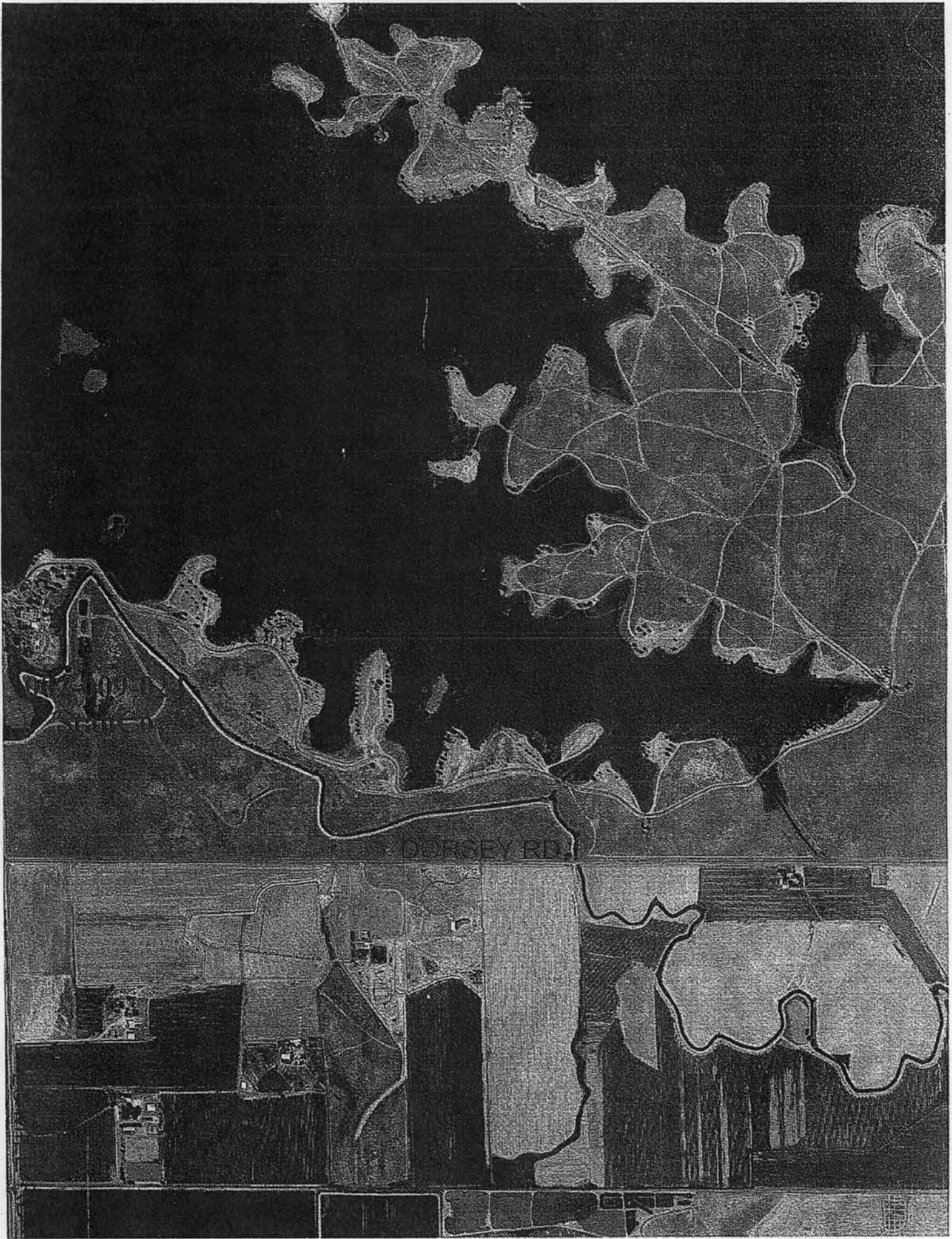
Stanislaus County Woodward Reservoir 14528 26-Mile Road





26 MILE RD

002-011-021
SS 10



002-009-006

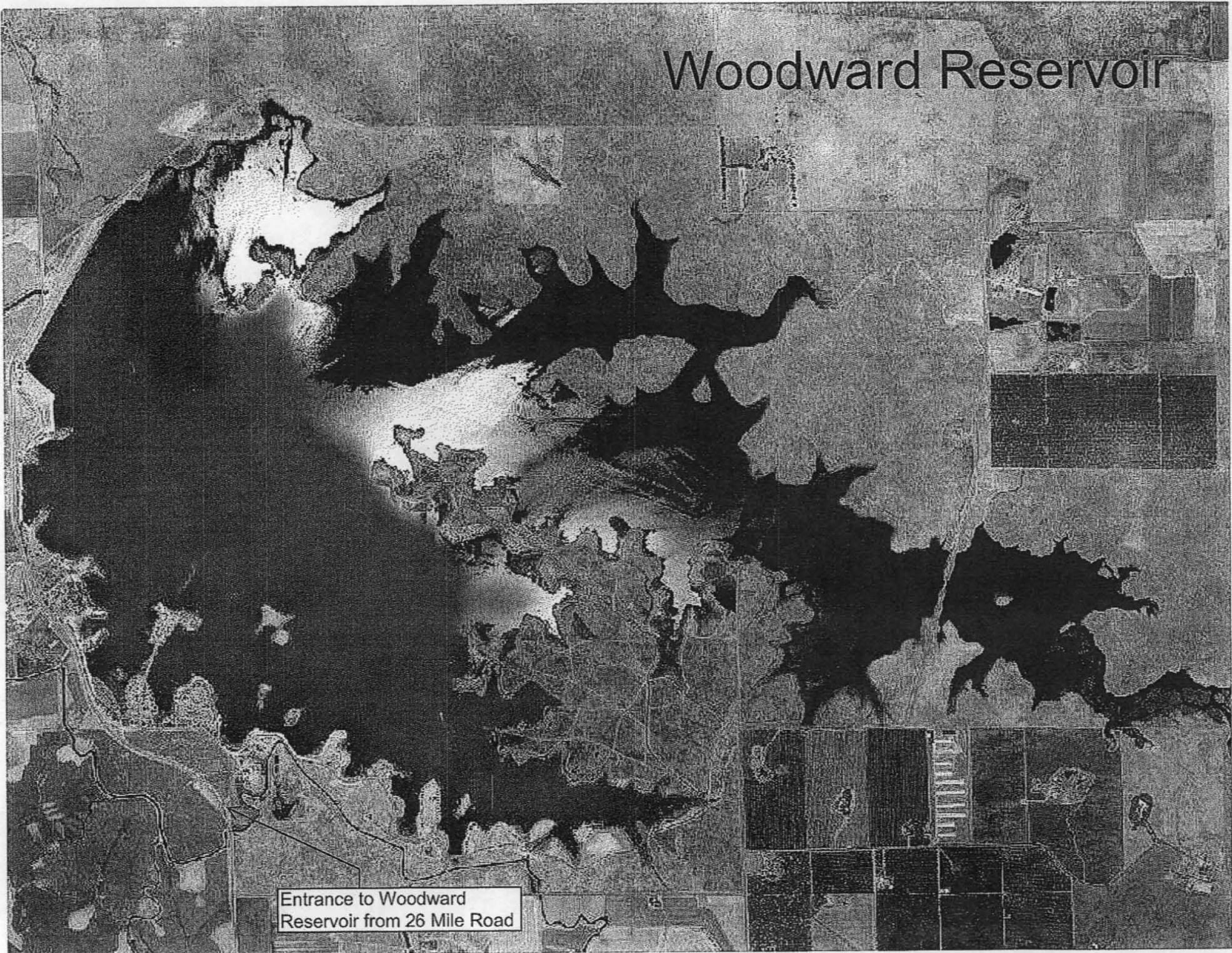
StanCo





Fisher Pt.
007-032
SJD

Woodward Reservoir



Entrance to Woodward
Reservoir from 26 Mile Road

WOODWARD RESERVOIR REGIONAL PARK

Open 24 hours a day



For more information, please contact:

Stanislaus County
Department of Parks and Recreation
3800 Cornucopia Way, Suite C
Modesto, CA 95358-9492
(209) 525-6750
<http://www.stancounty.com/er/parks>



Woodward Reservoir is located at 14528 26-Mile Road a few miles north of Oakdale off Hwy 120. This regional park offers 3,767 acres of land and 2,900 acres of reservoir for recreation and camping. Facilities include 115 developed campsites, 40 full hook-up campsites, undeveloped camping areas, marina, concessions, restrooms, picnic shelter, barbeques, picnic tables, and radio control airplane field.

Campsites are available on a "first-come first-serve basis"; no reservations are available at this time.

Campsites are located at:

- 32 Developed sites at Fischer Point
- 19 Developed sites at Charlie's Point
- 40 Full hook-ups at Hackberry Flat
- 42 Developed sites at T Island
- 21 Developed sites at Muir Point
- Undeveloped camping is also available in designated areas.

Recreation opportunities include swimming, fishing, boating, water/jet skiing, waterfowl hunting (with permit), and radio control airplane flying.



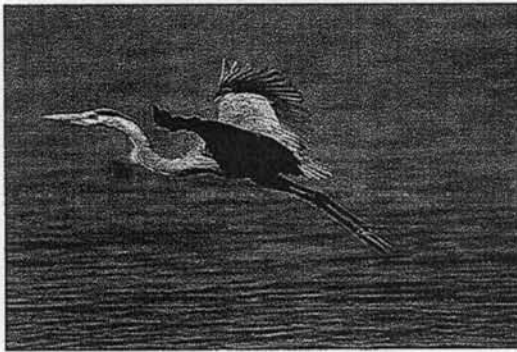
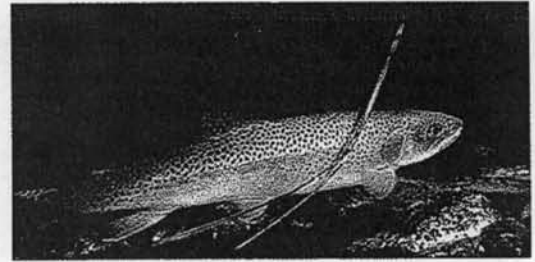
In the near future, you can expect to see exciting changes when you visit Woodward Reservoir. Stanislaus County and the South San Joaquin Irrigation District are spending over \$1 million to improve existing campsites, picnic areas, and restrooms. More trees will be added to the landscape and additional developed campgrounds and day-use facilities will be built. Since water from Woodward Reservoir is now a source of drinking water for cities in our region, state and federal laws no longer allow camping in undeveloped campsites along the water line. As of November 1, 2004, camping in undeveloped campsites is prohibited within 30 feet of the high water mark.

On the Fourth of July, the festivities include our annual fireworks display. This is a busy day at the reservoir – come early and stay late for "fun in the sun and the stars".



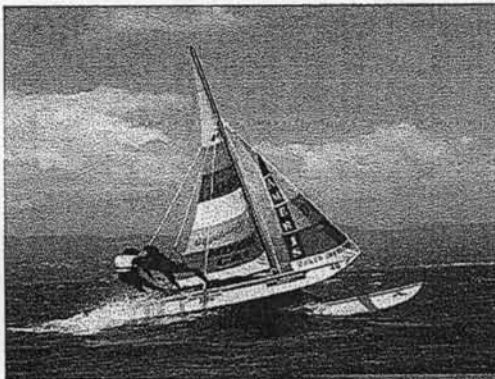
The RADIO CONTROL FLYERS UNLIMITED, INC. operates and maintains the radio control airplane landing field on the north side of the reservoir. The FLYERS strive to have the best flying field anywhere, including a paved landing strip and large shade shelter. As you visit the field you will see that there is a relaxed atmosphere with all types of pilots and flying machines. You will find that nobody cares what you fly as long as it is airworthy and safe. The FLYERS offer several events throughout the year in giant/mid-size aerobatics and float flying.

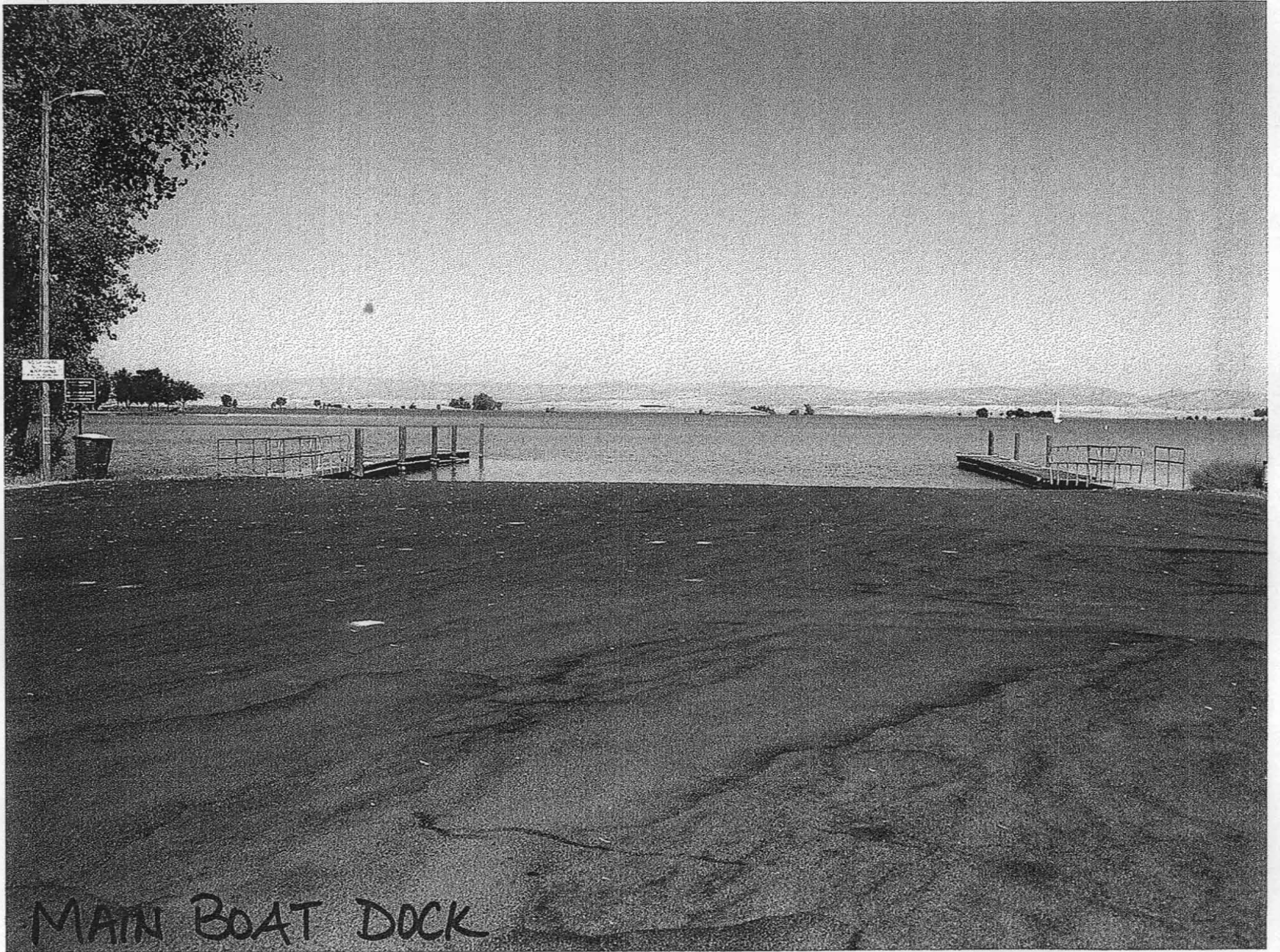
In the winter of 2005, the *Stanislaus County Fish and Wildlife Committee* and local hatcheries restocked the fish population at the reservoir. In addition to the traditional rainbow trout, red-ear sunfish, large mouth bass, channel catfish, and blue gill have been planted.



We have a great variety of wildlife here at the reservoir. You may see a number of different birds and mammals. You are very likely to come across the ground squirrels, jackrabbits, cottontails, red-tail hawks, coyotes, raccoons, seagulls, burrowing owls, geese, ducks, blue herons, great white egrets, and much, much more.

Sponsored By:
Stanislaus County Board of Supervisors - William O'Brien, District 1 • Vito Chiesa, District 2 • Jeff Grover, District 3 • Dick Monteith, District 4 • Jim DeMartini, District 5

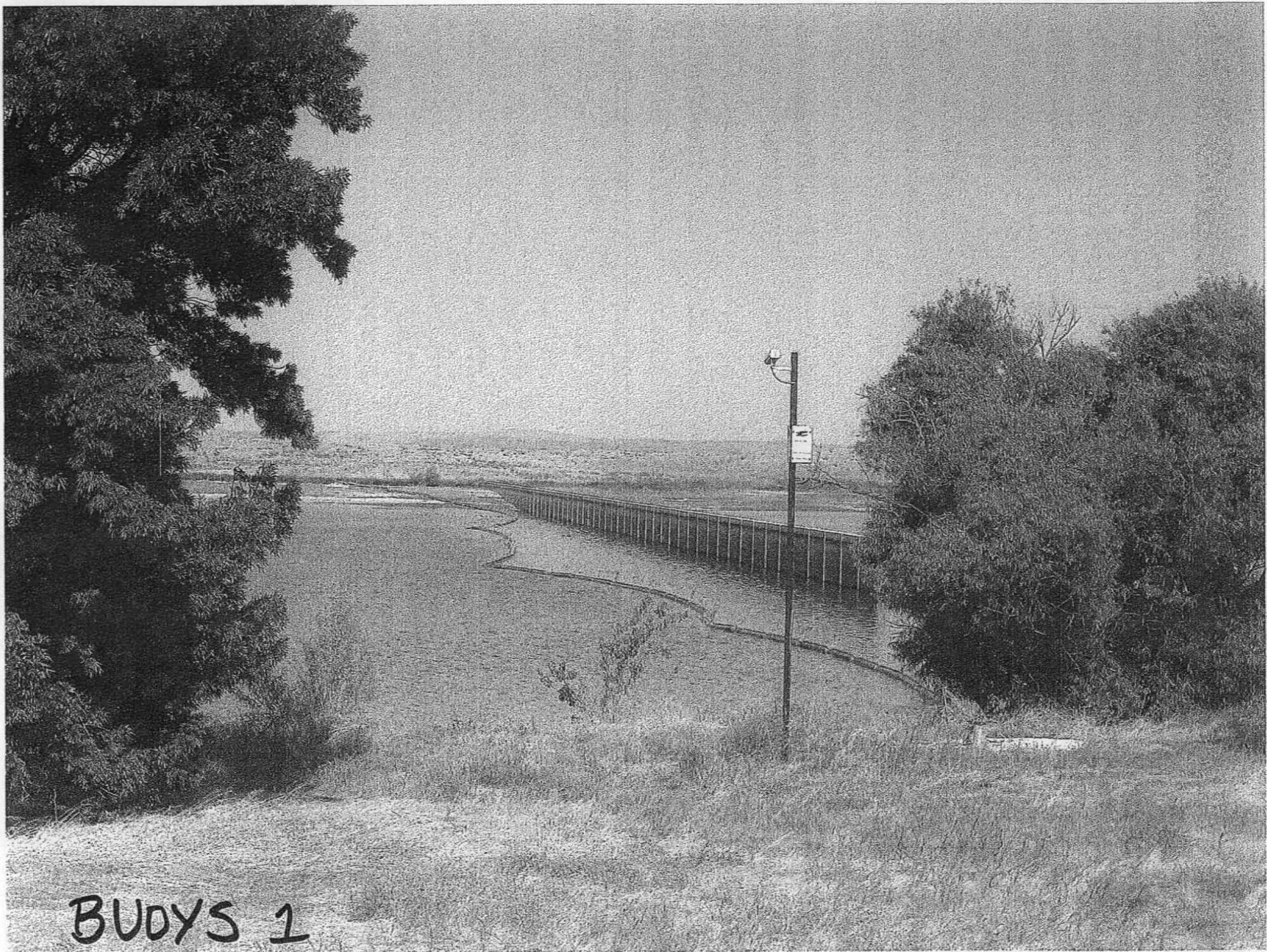




MAIN BOAT DOCK



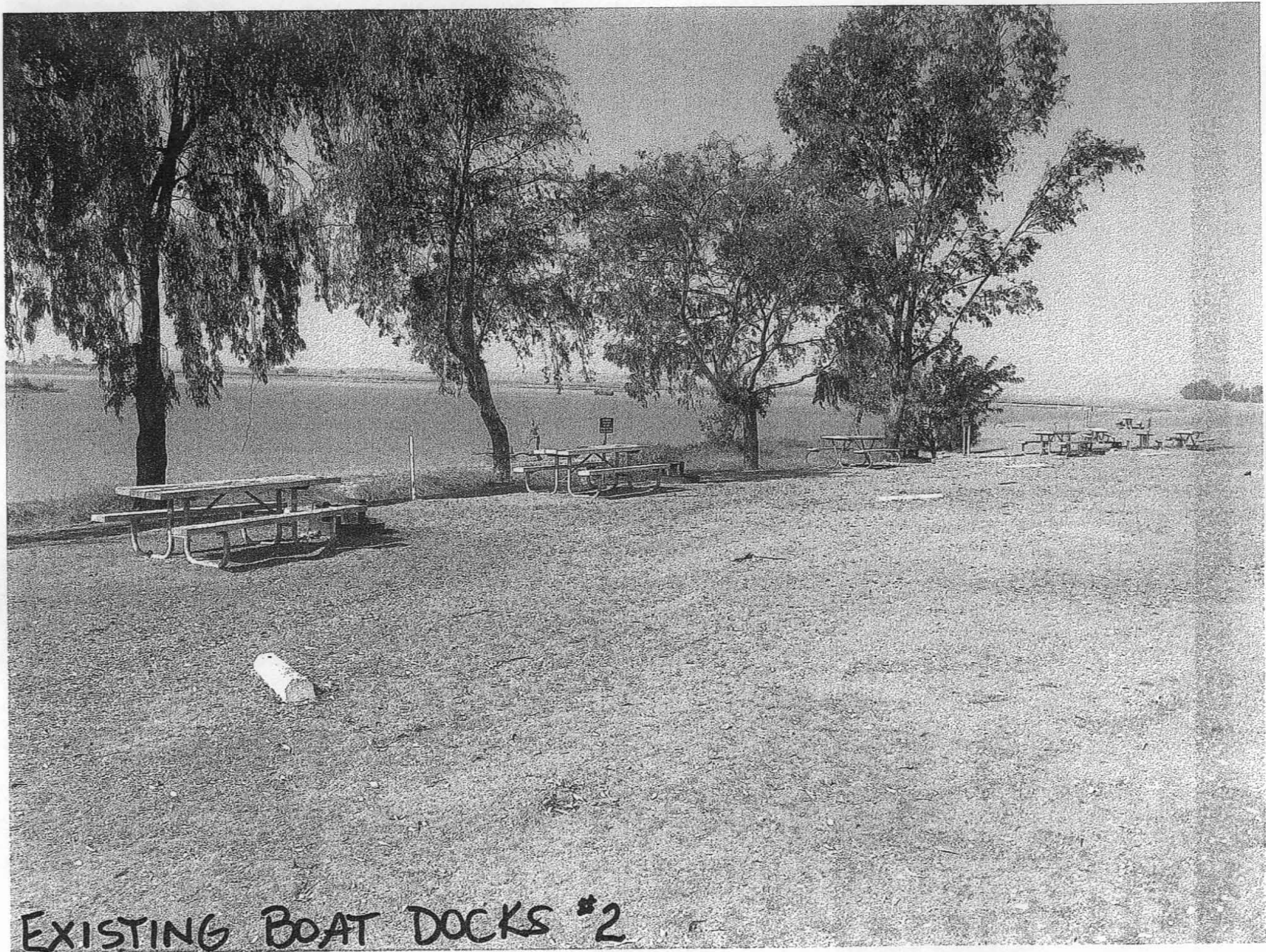
BAYVIEW BOAT DOCK



BUDYS 1

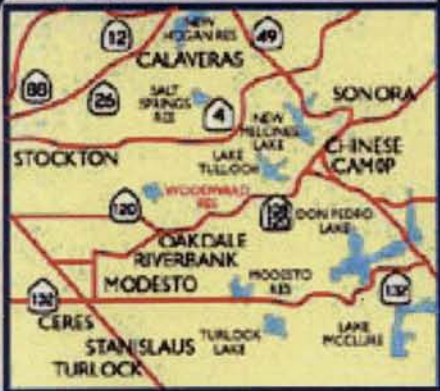
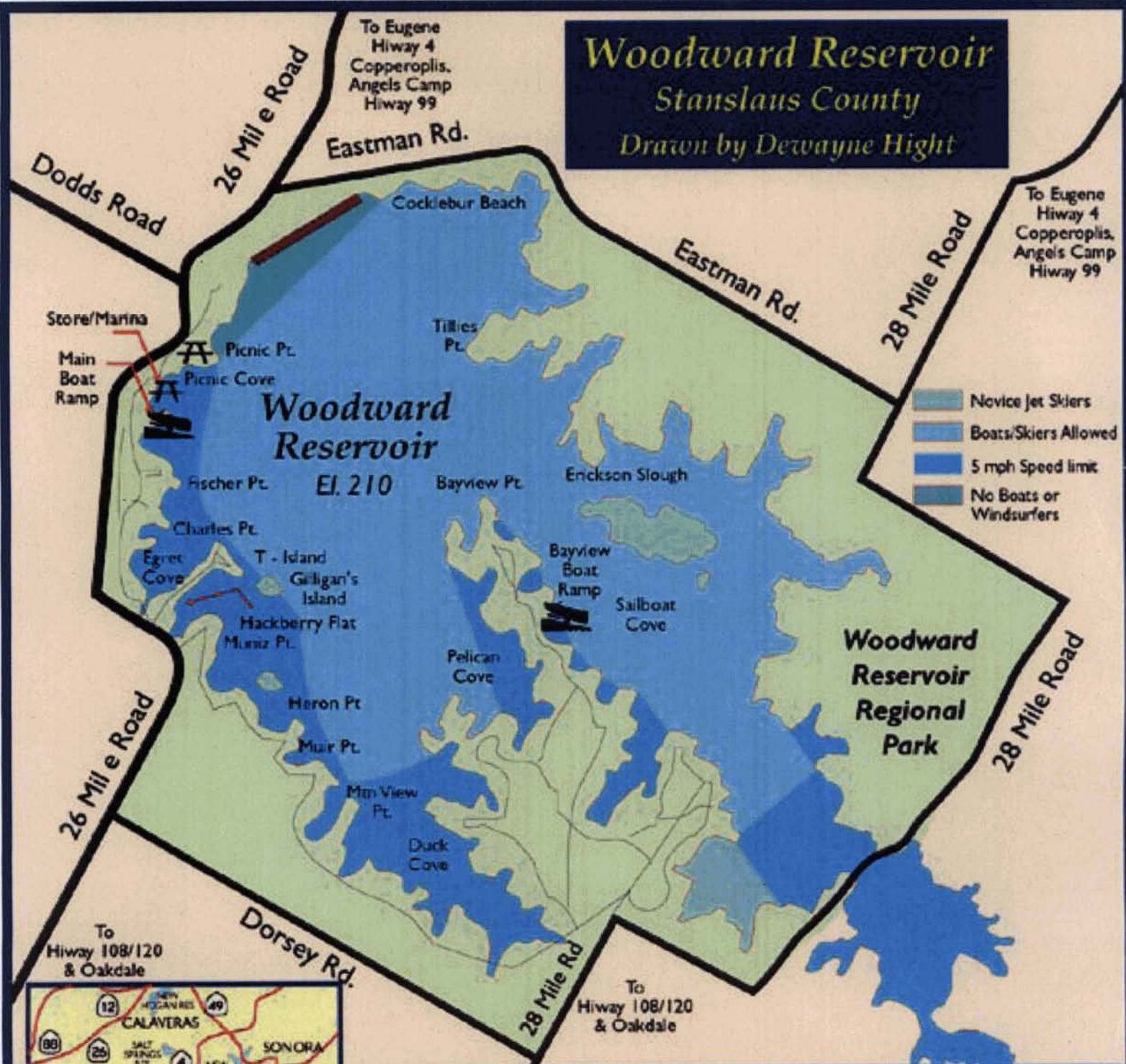


EXISTING CAMP SITES 1



EXISTING BOAT DOCKS #2

Woodward Reservoir Stanislaus County Drawn by Dewayne Hight



Fishing Notes

- Rainbow Trout offer good fishing during the spring, fall and winter. Troll minnow imitation lures and nightcrawlers along the creek channel. Bank fishing is best with Power Bait and nightcrawlers off the main boat launch, Picnic Point and Cacklebur Beach.
- Smallmouth and largemouth bass provide top-notch action in the spring and fall. Fish spinnerbaits, buzzbaits, plastic worms and jigs.
- Catfish action is best during the summer. Toss mackerel and nightcrawlers in the coves at night.
- Black crappie can be fooled with mini-jigs and minnows off shoreline structure and brush throughout the year, although the population has declined in recent years.