

TO: James L. App, City Manager

FROM: Brad Hagemann, Water Resources Manager

SUBJECT: Paso Robles Groundwater Basin Agreement

DATE: September 6, 2005

NEEDS: For the City Council to consider an Agreement with a landowners group to cooperate in the stewardship of Paso Robles groundwater basin resources.

FACTS:

1. In late 2002, a landowner's group (PRIOR, or Paso Robles Imperiled Overlying Rights) expressed concerns regarding possible future competition for water from the Paso Robles groundwater basin.
2. The City and PRIOR members concluded that cooperation in monitoring and using basin water could best serve the interests of all Basin users.
3. An Agreement to cooperate has been crafted by the City, PRIOR and the County of SLO. The Agreement includes a finding that the Basin is not presently in overdraft, and the parties agree to participate in groundwater management activities, including but not limited to, a basin monitoring program.

**ANALYSIS
AND**

CONCLUSION: Participation in a cooperative agreement that includes the overlying property owners, San Luis Obispo County and the City provides that the parties will cooperate to sustain Basin waters for current and prospective uses.

The PRIOR group is currently obtaining signatures from their members and anticipates providing the City with a signed and fully executed Agreement by September 9th. The County of San Luis Obispo anticipates putting this item on the Board of Supervisors agenda in late September. Should the City Council authorize execution, it is recommended the execution be contingent upon written confirmation of PRIOR group authorization/execution and San Luis Obispo County authorization/execution.

POLICY

REFERENCE: None

FISCAL

IMPACT: Approving the Agreement will not result in any direct fiscal impacts. However, each party is responsible for their respective "fair share" of the Basin monitoring program. The scope and cost of any monitoring program will be presented to Council prior to implementation.

OPTIONS:

- a. Adopt Resolution No. 05-xx approving the City's participation in the Paso Robles Groundwater Basin Agreement.

- b. Amend, modify, or reject the above option.

Attachments (2)

- 1) Resolution
- 2) Agreement

**RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:**

PASO ROBLES GROUNDWATER BASIN AGREEMENT

This Agreement is entered into this 19th day of August, 2005, by and between the landowners identified in Exhibit "A" hereto ("Landowners"), the City of El Paso de Robles ("Paso Robles") and the County of San Luis Obispo ("County") acting solely for and on behalf of its Service Area No. 16 ("Service Area 16") (collectively referred to as "Municipal Users"); and the San Luis Obispo County Flood Control and Water Conservation District ("District") acting solely as technical advisor to the Landowners and Municipal Users.

WHEREAS, the Landowners own certain lands overlying the Paso Robles Groundwater Basin ("Basin"), principally used for agricultural purposes, and have been exercising or in the future may exercise overlying groundwater rights by using groundwater on such lands; and

WHEREAS, Paso Robles operates certain wells to supply its residents and businesses within its boundaries principally for domestic, municipal and industrial purposes, by exercising appropriative groundwater rights; and

WHEREAS, Service Area 16 operates various wells to supply its residents and businesses with water primarily for domestic, municipal, and industrial purposes, by exercising appropriative groundwater rights; and

WHEREAS, Landowners wish to preserve their overlying groundwater rights without Municipal Users developing or asserting a prescriptive groundwater right should the groundwater basin ever be in a condition of overdraft; and

WHEREAS, the parties wish to reach an amicable solution with respect to administration and management of groundwater within the Basin and avoid potential litigation; and

WHEREAS, the parties acknowledge that monitoring, appropriate management of existing Basin supplies and/or bringing additional water resources to the Basin could delay or even avoid entirely the Basin becoming overdrafted in the future; provided however, the parties wish to preserve their rights with respect to their respective groundwater rights notwithstanding implementation of any management measures; and

WHEREAS, the parties recognize that Landowners, Paso Robles and Service Area 16, even combined, represent a minority of the pumping which occurs within the Basin, and that none of them has control over other overlying landowners or others pumping groundwater for residential, municipal, or industrial uses from the Basin, and therefore the parties will structure this Agreement such that other overlying landowners and/or Municipal Users who wish to can be added as parties.

NOW, THEREFORE, the parties agree as follows:

1. BASIN NOT IN OVERDRAFT

The parties agree that, as against any other party to this agreement, they shall not assert that, as of the date of this Agreement, the Basin was in overdraft. As used herein, the term “Basin” means the Paso Robles Groundwater Basin (excluding the Atascadero Sub-basin) examined in the Paso Robles Groundwater Basin Study prepared for the District by Fugro West, Inc. and Cleath and Associates, dated August 30, 2002.

2. LANDOWNERS NOT FILING ACTION

As long as this Agreement is in effect, Landowners agree not to commence any action, such as declaratory relief, quiet title or inverse condemnation action, that is intended to establish a priority of groundwater rights over Municipal Users. The foregoing shall not preclude any Landowner or Municipal User from commencing an action alleging unreasonable pumping interference to enjoin or curtail pumping in a particular location against persons in the immediate vicinity; provided that any such action shall not affect the

groundwater rights of the parties, but shall only affect the manner of use of such rights, and such action shall not terminate this Agreement.

3. PROCEDURE FOR TERMINATING AGREEMENT AND DECLARING BASIN TO BE IN OVERDRAFT

No Municipal User may, as against Landowners, commence any declaratory relief action, groundwater adjudication or other action affecting groundwater rights, or take a position in any judicial or administrative proceeding that the Basin is in a condition of overdraft and that any prescriptive period to establish a prescriptive right has commenced, until and unless that Municipal User has complied with the following procedures:

- a. The District has made a determination based on published studies that the Basin is in a condition of overdraft.
- b. The Municipal User, following a noticed public hearing, adopts a resolution that includes appropriate findings and determinations, declaring that it agrees with the determination described in Article 3.a above and electing to terminate this Agreement pursuant to this provision. The Municipal User shall give advance notice of the hearing by delivering written notice to Landowners' agents designated in Article 8 at least 20 days before the hearing, and by publishing a notice in a newspaper of general circulation published in the County once a week for 2 consecutive weeks, with the first publication occurring at least 20 days prior to the hearing. Until such a resolution is adopted, the Municipal User shall be precluded from asserting that any prescriptive period has commenced to run as against Landowners. This Agreement shall be deemed terminated upon final adoption of such a resolution and no further notice need be given to Landowners or other Municipal Users.
- c. Nothing in this Agreement shall be deemed to require that any Municipal User must first proceed under this Article 3 before asserting at any time that the prescriptive period has commenced to run as against any party who has not as of that time entered into this Agreement.

d. The term of this Agreement shall be ten years from January 1 of the calendar year following the execution of the Agreement by the County of San Luis Obispo on behalf of the District, and shall automatically renew for additional successive terms of five years unless a Municipal User or the District provides written notice of non-renewal to the Landowners' designated agent and other Municipal Users at least four months prior to the termination date. Upon such termination, no Landowner or Municipal User may thereafter assert that a condition of overdraft commenced at any time prior to its termination.

4. **COOPERATION WITH GROUNDWATER MANAGEMENT ACTIVITIES**

a. Landowners and the Municipal Users shall each designate at least one person to participate in good faith in a committee or forum, should one be organized by the District or another public agency with jurisdiction to develop a plan or program ("Plan") for monitoring and evaluating groundwater conditions in the Basin. Such Plan shall include consideration of measures to avoid a condition of overdraft. In developing and implementing any such Plan, the District or another public agency with jurisdiction over the Basin shall facilitate, to the extent reasonably possible, the participation of other overlying owners within the Basin who are not parties to this Agreement.

b. This Agreement does not obligate or require any public agency with jurisdiction over any part of the Basin to adopt a groundwater management plan under California Water Code §10750, et seq. (commonly known as "AB 3030"), or under similar laws, nor to adopt an ordinance to regulate groundwater use within the Basin under its police power, if applicable. Conversely, nothing in this Agreement restricts or otherwise limits any public agency with jurisdiction from adopting such a groundwater management plan or ordinance. Nothing in this Agreement, however, shall be deemed to be a waiver by Landowners or any other party of their rights to comment upon or otherwise challenge the adoption of such plan or ordinance.

c. Landowners and Municipal Users shall cooperate with the District to maintain the existing program to monitor groundwater levels and water quality within the Basin and related water resources, and encourage others to cooperate to expand such program, including the installation of additional monitoring wells, to the extent the parties through the process referred to in Article 4 deem it necessary to carry out the purposes of this Agreement. Nothing in this Agreement shall require the District to expand its existing program of monitoring without its consent.

5. FAILURE TO PARTICIPATE IN GROUNDWATER MANAGEMENT ACTIVITIES

Should any party to this Agreement fail to participate in the activities described in Article 4, at the option of any other party, this Agreement will be deemed terminated as though terminated under Article 3, if the party failing to participate does not cure the deficiency and participate in the process following 45 days' written notice to cure such deficiencies; provided that, prior to termination of this Agreement for failure to participate in Article 4 activities, the parties shall submit the matter to mediation as described in Article 11 below; and provided further, however, that repeated failure to participate in Article 4 activities (more than one-third of scheduled meetings in a two-year period) shall relieve the participating party of the obligation to mediate prior to termination of the Agreement. Should the parties be unable to reconcile any differences with respect to such lack of participation after good faith effort (including mediation, if provided for above), this Agreement may be terminated on 20 days' written notice to the other party's representatives. Notwithstanding the foregoing, the time within which Municipal Users have to cure deficiencies related to financial obligations shall be nine months from the date of notice.

6. COSTS

Each of the parties shall bear their respective costs of participation in this Agreement, including the activities described in Article 4; provided, however, nothing in the Agreement shall be deemed to require a party to share in the cost of preparing a

groundwater management plan, including costs of outside consultants' work on such plans described in Article 4.b, absent a separate written agreement to do so.

7. RESERVATION OF RIGHTS

Each of the parties to this Agreement reserves all its respective rights, except as specifically limited by this Agreement. With respect to any declaration of groundwater rights or adjudication of same as among and between the parties hereto, this Agreement is intended solely to address when the prescriptive period would start to run as between Landowners and Municipal Users. If any person who is not a party to this Agreement (or does not become a party in the future, in accordance with Article 9) commences an action to declare or adjudicate groundwater rights within the Basin, or that could affect the groundwater rights of any party, any party may terminate this Agreement by providing 20 days' written notice to the other parties, the effect of which shall be that this Agreement is terminated, as though terminated under Article 3.b.

8. DESIGNATION OF LANDOWNER AGENTS/NOTICE

All notices required to be sent under this Agreement shall be in writing, sent via First Class U. S. Mail and shall be deemed delivered three days after depositing in the mail, unless otherwise specified by this Agreement:

PASO ROBLES: City Manager
 City of Paso Robles
 1000 Spring Street
 Paso Robles, CA 93446

COUNTY: Director of Public Works, County of San Luis Obispo
 County Government Center
 San Luis Obispo, CA 93408

LANDOWNERS: The three initial agents designated by Landowners to receive
notice as herein provided are:

Stephen J. Sinton,
c/o Canyon Ranch
P. O. Box 112
Shandon, CA 93461

Kent Gilmore
8455 Creston Road
Paso Robles, CA 93446

Walter Nielsen
c/o Twist Ranches
9635 Creston Road
Paso Robles, CA 93446

Landowners may change their designated agents at any time in a manner agreed to among the Landowners. Should any of the agents resign, die or otherwise become incapacitated, the remaining agents may appoint a replacement, and shall promptly notify Municipal Users in the manner herein prescribed.

Landowner Agents designated in the Agreement, and not the Municipal Users, are responsible for keeping all Landowners advised of matters related to this Agreement.

9. ADDITIONAL PARTIES

Additional overlying landowners or additional parties purveying water for domestic or municipal and industrial purposes may desire to become a party to this Agreement. To provide for the orderly administration of additional parties, the following procedure shall be utilized:

- a. If an overlying landowner within the Basin desires to be added as a Landowner under this Agreement, the landowner shall execute and have acknowledged the "Addition of Overlying Landowner to Agreement" form attached hereto as Exhibit "B", which shall become effective when accepted by the then existing Landowner Agents designated in Article 8 and without any action by Municipal Users. Landowner Agents will accept an Addition form unless the new Landowner refuses to reimburse a reasonable, fair share of Landowners' costs incurred as determined by the existing Landowners. Upon acceptance, Landowner Agents shall provide a copy of each Addition form to every Municipal User. The

effect of acceptance is that the new landowner henceforth will be bound by this Agreement, as though the new landowner had executed it originally.

b. If a purveyor of water for domestic or municipal and industrial purposes desires to become a Municipal User under this Agreement, it shall execute a form entitled "Addition of Municipal User to Agreement" attached as Exhibit "C", which shall become effective when accepted by a majority of the then existing Municipal Users. Notice of the acceptance shall be delivered to Landowners' agents.

10. WITHDRAWAL OF LANDOWNER PARTIES

Any Landowner may withdraw from the Agreement at any time by giving notice to the other parties as provided in Article 8 and recording a Notice of Withdrawal as set forth in Exhibit D. Upon withdrawing from the Agreement, the rights of the withdrawing overlying Landowner and the Municipal Users shall be the same with respect to that Landowner as if the Landowner had never been a party to this Agreement. In this event, this Agreement shall be deemed an offer to compromise under California Evidence Code Section 1152. The withdrawal of a Landowner shall not affect the rights and obligations of the remaining parties to this Agreement with respect to each other and the Agreement shall remain in full force and effect with respect to those remaining parties.

11. MEDIATION

Should a disagreement arise regarding the interpretation or implementation of this Agreement, the party asserting the dispute shall give written notice to the other parties involved in the dispute. Those parties shall submit the matter to a mediator mutually acceptable to those parties within 30 days. If the dispute cannot be resolved within 90 days of the original notice of the dispute, any of the parties is free to pursue resolution of the dispute through a court of competent jurisdiction as otherwise provided by law.

12. MISCELLANEOUS

a. This Agreement shall constitute a covenant running with all of each Landowner's lands within the Basin, and all such lands shall be described in Exhibit "A". The benefits and burdens of this Agreement shall bind each successive

owner of said lands, or portion thereof, and every person having or who may acquire an interest in said lands. Landowners may record an executed copy of this Agreement in the San Luis Obispo County, California Official Records. If recorded, the parties agree they do not need to record any notice of future amendments of this Agreement, and any such amendments will be fully effective as though notice were recorded. In the event of termination of this Agreement for any reason, any party may execute and record a Memorandum of Termination in substantially the form in Exhibit "D".

b. Waiver of any provision of this Agreement shall not be effective unless such a waiver is made expressly in writing. Express waiver of any one breach shall not be deemed a waiver of any other breach of the same, or any other provision of this Agreement.

c. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

e. This Agreement constitutes the entire agreement among the parties and supercedes all prior understandings or agreements with respect to its subject matter.

f. This Agreement shall not be altered, amended, modified or otherwise changed, except in writing duly executed by the Landowner Agents designated in Article 8, and by each Municipal User; provided that nothing in this Article shall be deemed to limit the provisions of Article 9 regarding the process for adding additional parties.

g. This Agreement may be executed in counterparts, which taken together shall constitute an original. Execution of the document referred to in Article 9 by an

additional party shall be deemed that party's execution of a counterpart of this Agreement.

h. The provisions of this Agreement shall apply to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed and agreed to by the parties as of the date set forth above.

LANDOWNERS:

PASO ROBLES:

**BOARD OF SUPERVISORS,
COUNTY OF SAN LUIS OBISPO,
acting solely for and on behalf of
SERVICE AREA 16**

Attest: _____
Clerk, Board of Supervisors

Approved as to form:

County Counsel

**COUNTY OF SAN LUIS OBISPO
FLOOD CONTROL AND
WATER CONSERVATION DISTRICT:**

-

Attest:

Clerk, Board of Directors

Approved as to form:

EXHIBIT A

**LANDOWNERS' NAMES AND LEGAL DESCRIPTIONS OF ALL THE
LANDS WITHIN THE BASIN OWNED BY EACH**

**RECORDING REQUESTED BY
& RETURN TO:**

EXHIBIT B

**ADDITION OF OVERLYING LANDOWNER TO AGREEMENT
(RELATED TO PASO ROBLES GROUNDWATER BASIN AGREEMENT)**

DATED _____, 2005, RECORDED _____, 2005)

WHEREAS, certain Landowners (sometimes referred to as the "PRIOR" group), and certain Municipal Users have entered into an Agreement entitled "Paso Robles Groundwater Basin Agreement" dated _____, 2005, ("Agreement"), which was recorded in the Official Records of San Luis Obispo County, California on _____, 2004 as Document No. _____; and

WHEREAS, Article 9 of said Agreement provides for the addition of landowners to said Agreement after execution thereof; and

WHEREAS, the undersigned Landowner, having received and reviewed a copy of the Agreement, wishes to become a party to it.

NOW, THEREFORE, acknowledging that the Whereas clauses above are correct and are a part of this agreement, upon acceptance by signature below of at least two of the three Landowner Agents currently designated in accordance with the Agreement, the undersigned Landowner of the lands described below shall become a party to the Agreement and to a separate "PRIOR Memorandum of Operating Principles" (Principles) (to which the Municipal Users are not a party), effective immediately. Said undersigned Landowner shall bear the benefits and enjoy the burdens of the Agreement and Principles as though said Landowner had originally executed said Agreement and Principles as they now exist or may be amended in the future, and for so long as the Agreement remains in effect. Without limiting the foregoing, said Landowner understands and agrees that the

Landowner Agents designated in the Agreement, and not the Municipal Users, are responsible for keeping all Landowners advised of matters related to this Agreement. The foregoing shall constitute a covenant running with the all Landowner's lands within the Basin, described below, and the benefits and burdens of the Agreement shall bind each successive owner of said lands or portion thereof, and each person having or who may acquire an interest in said lands.

IN WITNESS HEREOF, the foregoing is executed and agreed to this _____ day
of _____.

By: _____

Address: _____
City Zip

Email address: _____

Legal Property Description:

Assessors Parcel Number: _____

ACCEPTED AND APPROVED ON
BEHALF OF THE DULY
APPOINTED
AGENTS OF THE LANDOWNERS
IN
ACCORDANCE WITH THE
AGREEMENT:

By: _____

By: _____

By: _____

**RECORDING REQUESTED BY
& RETURN TO:**

EXHIBIT C

ADDITION OF MUNICIPAL USER TO AGREEMENT

(RELATED TO PASO ROBLES GROUNDWATER BASIN AGREEMENT)

DATED _____, 2005, RECORDED _____, 2005)

WHEREAS, certain Landowners (sometimes referred to as the "PRIOR" group), and certain Municipal Users have entered into an Agreement entitled "Paso Robles Groundwater Basin Agreement" dated _____, 2005, ("Agreement"), which was recorded in the Official Records of San Luis Obispo County, California on _____, 2004 as Document No. _____; and

WHEREAS, Article 9 of the Agreement provides for the addition of a purveyor of water for domestic or municipal and industrial purposes ("Purveyor") that desires to become a Municipal User under the Agreement; and

WHEREAS, the undersigned Purveyor, having received and reviewed a copy of the Agreement, wishes to become a party to it.

NOW, THEREFORE, acknowledging that the Whereas clauses above are correct and are a part of this agreement, upon acceptance by signature below of a simple numerical majority of the existing Municipal Users (all of which Municipal Users are listed in the signature blocks below), the undersigned Purveyor shall become a party to the Agreement, effective immediately. Said undersigned Purveyor shall bear the benefits and enjoy the burdens of the Agreement thereafter, as a Municipal User, as though the Purveyor had originally executed the Agreement as it now exists or may be amended in the future, and for so long as the Agreement remains in effect.

IN WITNESS HEREOF, the foregoing is executed and agreed to this _____ day
of _____.

(Purveyor)

By: _____

ACCEPTED AND APPROVED:

[List all existing Municipal Users
below]

By: _____

By: _____

RECORDING REQUESTED BY
& RETURN TO:

EXHIBIT D

**MEMORANDUM OF TERMINATION OF
PASO ROBLES GROUNDWATER BASIN AGREEMENT**

Notice is hereby given that the PASO ROBLES GROUNDWATER BASIN AGREEMENT executed on _____, 2005 by certain Landowners and certain Municipal Users, that was recorded in the Official Records, San Luis Obispo County, California on _____, 2005 as Document Number _____ terminated on _____ as to the lands owned by the undersigned, which lands are described as follows:

_____.

Dated: _____

**RECORDING REQUESTED BY
& RETURN TO:**

EXHIBIT E

NOTICE OF NON-RENEWAL OF

PASO ROBLES GROUNDWATER BASIN AGREEMENT

Notice is hereby given that the PASO ROBLES GROUNDWATER BASIN AGREEMENT executed on _____, 2005 by certain Landowners and certain Municipal Users, that was recorded in the Official Records, San Luis Obispo County, California on _____, 2005 as Document Number _____ and will automatically terminate as of [DATE] pursuant to written notice provided by [MUNICIPAL USER or DISTRICT] pursuant to Article 3.d of said Agreement.

Dated: _____

[MUNICIPAL USER]

By: _____
[Name]

Its: _____
[Title]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

}

County of _____

On _____, 2005, before me, _____ Notary

Public, personally appeared _____;

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Place Notary Seal Above

SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLES

- ☐ PARTNER(S)
☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

}

County of _____

On _____, 2005, before me, _____ Notary Public,

personally appeared _____;

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Place Notary Seal Above

SIGNATURE OF NOTARY PUBLIC

OPTIONAL

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

TITLES

- ☐ PARTNER(S)
☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Paso Robles Groundwater Basin Agreement

[DOCUMENT TITLE]

[NO. OF PAGES]

[DATE OF DOCUMENT]

Signers Other Than Above:

Signer(s) is/are representing:

RESOLUTION NO. 05-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING CITY PARTICIPATION IN A PASO ROBLES GROUNDWATER BASIN
AGREEMENT WITH SAN LUIS OBISPO COUNTY AND PRIOR GROUP

WHEREAS, the City Council of the City of El Paso de Robles is an active municipal user of the Paso Robles Groundwater Basin; and

WHEREAS, the City of Paso Robles desires to participate with other active users of the Groundwater Basin in a proactive manner to manage Basin resources; and

WHEREAS, the City of Paso Robles, San Luis Obispo County (acting solely on behalf of County Service Area 16), "CSA 16", the San Luis Obispo County Flood Control and Water Conservation District, "District", and certain private landowners, who have styled themselves as "PRIOR" group have negotiated an Agreement regarding management of the Paso Robles Groundwater Basin.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby authorize the Mayor to sign the Agreement on behalf of the City contingent upon receiving a signed and fully executed copy of the Agreement from the PRIOR group and said authorization and execution is valid only if and when the San Luis Obispo Board of Supervisors executes the agreement on behalf of CSA 16, and as the governing board of the District.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 6th day of September 2005 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Sharilyn M. Ryan, Deputy City Clerk