

**FIRST AMENDMENT TO THE WATER SUPPLY AGREEMENT
BETWEEN CITY OF COALINGA AND PLEASANT VALLEY
WATER CONVEYANCE PARTNERS, LLC**

This First Amendment to the Water Supply Agreement is entered into effective as of this _____ day of _____, 2020 by and between the City of Coalinga (“City”) and Pleasant Valley Water Conveyance Partners, LLC (“PVWCP”), collectively “Parties”, with respect to the following recitals:

RECITALS

WHEREAS, the Parties entered into the Water Supply Agreement on April 19, 2018 for the supply of excess USBR water to PVWCP in the Pleasant Valley Water District that are located within the City’s defined USBR service territory; and

WHEREAS, PVWCP has individual members of their LLC who are parties to the Water Supply Agreement of April 19, 2018; and

WHEREAS, James Anderson, a member of PVWCP, has sold his interest in PVWCP to NBInv AF4, LLC and Phillip Christensen; and

WHEREAS, the remaining members of PVWCP, and the City agree to amend the Agreement to include the new member and remove the old;

NOW THEREFORE, the Parties agree to the following amendments to the Agreement:

1. Section 10 shall be amended to state the following:

Farmers. This Agreement is entered into with Pleasant Valley Water Conveyance Partners, LLC. The members that are parties to the LLC are listed as follows:

Phillip Christensen
NBVInv AF4, LLC
P.O. Box 5379
Fresno, CA 93755

Rod Stiefvater
4831 Calloway, Suite 102
Bakersfield, CA 93312

Dave Wood
Wood Ag Management, Inc.
652 W Cromwell, Suite 103
Fresno, CA 93711

Chuck Nichols
NK Dvelopment
13762 First Avenue
Hanford, CA 93230

Don Devine
Devine Farms, LLC
684 W Cromwell, Suite 107
Fresno, CA 93711

Scott Kreyenhagen
150 E Durian Ave
Coalinga, CA 93210

The Farmers listed above agree to allocate water receipts cooperatively amongst their designated properties, track volumetric deliveries, and also to be responsible for full

payment to City for water taken hereunder. Specifically, any one Farmer agrees to be responsible for full payment of all water taken in the event of nonpayment by one or more other Farmers.

2. Phillip Christensen agrees to abide by all terms and conditions and agrees to be bound to all responsibilities and requirements contained in the Agreement.
3. The Parties agree to release all liability and responsibilities as to Jim Anderson, William J. Mouren Farming as of the date of this Amendment.
4. All other terms and conditions of the original Agreement shall remain unchanged and continues to be in effect.

City of Coalinga:

Ron Lander,
Mayor for City of Coalinga

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Jim Anderson, William J. Mouren Farming:

Jim Anderson

Date: _____

Phillip Christensen, NBVInv AF4, LLC



Phillip Christensen

Date: 4-29-20