

**AMENDMENT NO. 1 TO AGREEMENT FOR
PURCHASE AND SALE OF RECYCLED WATER**

This Amendment No. 1 to the Agreement ("Amendment") between the Rustic Valley Farms LLC, a California limited liability company ("Purchaser"), and Ventura County Waterworks District No. 1 ("District"), is made and entered into this 15th day of June, 2022. District and Purchaser may be referred to collectively as "Parties."

RECITALS

WHEREAS, on April 19, 2021, the Purchaser and the District entered into an agreement ("Agreement") for purchase and sale of recycled water;

WHEREAS, District is a county waterworks district organized and existing under the County Waterworks District Law, Chapter 1, Part 1, Division 1 of the California Water Code, Section 55000 et seq.;

WHEREAS, District owns and operates a water treatment plant in the Moorpark area of unincorporated Ventura County known as the Moorpark Water Reclamation Facility ("Plant");

WHEREAS, Under California Water Code section 1210, District has the exclusive right to all recycled water produced by the Plant and is authorized under Water Code section 55335 to sell or beneficially use any recycled water recovered from the operation of the Plant;

WHEREAS, Purchaser owns a farm that grows agricultural crops at the real property located in the Moorpark area ("Property"). Purchaser wishes to purchase recycled water from District that is produced at the Plant for Purchaser's use to irrigate the farm crops it grows at the Property;

WHEREAS, Purchaser must design and construct a water pipeline and related infrastructure to deliver the recycled water from the existing recycled water system to the Property, and District must inspect and approve of Purchaser's recycled water distribution system located at the Property, among the other conditions; and

WHEREAS, The cost of materials has risen significantly since the execution of the Agreement. The cost to upsize the pipeline and the portion of the District's reimbursement covered under the Agreement have consequently risen;



NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises herein stated and other good and valuable consideration, the Parties hereto agree to amend the Agreement as follows:

AGREEMENT

1. **Recitals**. The above recitals are incorporated herein by reference.
2. **Amendment to Article 2.A.(ii)**. Article 2.A.(ii) of the Agreement is amended to include the following:
“The District will provide a water meter at no cost to the Purchaser. The District will also provide geotechnical testing of the pipeline fill compaction.”

3. **Amendment to Article 2.D.** Article 2.D. of the Agreement is hereby deleted in its entirety and replaced to read as follows:
“In accordance with the Ventura County Waterworks District’s Rules and Regulations and pursuant to the District’s request, Purchaser agrees to upsize the recycled water main being dedicated to the District from the originally designed 8-inch diameter pipe to a 12- inch diameter pipe in order to accommodate potential future flows to other parcels in the area. The District will reimburse the Purchaser for the estimated cost to upsize the recycled water main in the amount of two-hundred and sixty-five thousand dollars (\$265,000). The District’s reimbursement to Purchaser shall be paid in one lump sum and within three months of the District accepting the District Infrastructure.”

Except as amended by this Amendment, all other items and conditions of the Agreement remain unchanged and in full force and effect.

The above terms and conditions are hereby agreed to and acknowledged by the Parties affixing signatures of their authorized representatives below.

[Remainder of this page intentionally left blank]

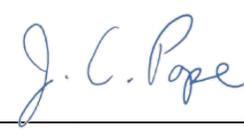


Rustic Valley Farms LLC, California limited liability company

Signature:  Date: 01/15/2022

Name and Title: Rambiz Babroff, Manager

VENTURA COUNTY WATERWORKS DISTRICT NO. 1

 Date: 6/16/2022

Director, Ventura County Department of
Water and Sanitation

