



Greater Kaweah Groundwater Sustainability Agency
227 N. West St.
Visalia, Ca 93291
info@greaterkaweahgsa.org
559-302-9987

October 3, 2025

City of Visalia

707 W. Acequia Ave

Visalia, CA 93291

Dear **City of Visalia**,

Subject: Approval of Land Fallowing Application

We are pleased to inform you that your application for land following on **073-110-036, 073-110-049, 073-110-051, 073-110-068 & 103-100-052** has been approved. After careful review of your submitted documentation and adherence to the relevant guidelines, we are confident that your proposed plan aligns with our environmental and agricultural objectives.

Approval Details:

- **Land Location:** 073-110-036, 073-110-049, 073-110-051, 073-110-068 & 103-100-052
- **Approved Period:** 10/1/2025 to 09/30/2026

We commend you for your commitment to sustainable land management practices and look forward to seeing the positive impact of your fallowing efforts. Please ensure that you adhere to the following conditions:

1. **Land Management Practices:** – See contract for details
2. **Reporting Requirements:** – See contract for details
3. **Compliance:** – See contract for details

Please keep an eye out for a contract coming your way for review and signature within the next few days.

Sincerely,

Mark Larsen
General Manager
Greater Kaweah GSA

**GREATER KAWEAH GROUNDWATER SUSTAINABILITY AGENCY
2025-2026 PILOT FALLOWING PROGRAM CONTRACT**

This 2025-2026 FALLOWING PROGRAM Contract (hereinafter “**Contract**” or “**Agreement**”) is made this 3 day of October, 2025, by and between City of Visalia (“**Landowner**”) and the Greater Kaweah Groundwater Sustainability Agency (“**GKGSA**”).

RECITALS

- A. Fallowing Program (“Program”) is offered to landowners in an effort to reduce demand on the groundwater resources of the GKGSA and move the GSA toward sustainability. It is an optional, 1-year program where landowner agrees to fallow designated property, not irrigate, not produce any crop, and eliminate use of groundwater associated with the property.
- B. GKGSA has established the 2025-2026 Fallowing Program, funded through penalty fees collected from the Transitional Pumping Program which invoices annually from landowners who pump water in excess of their Sustainable Yield Allocation;
- C. GKGSA, at its discretion, will make a portion of those funds available to pay landowners to fallow designated property(s) for one (1) year, October 1 through September 30, all subject to funds available;
- D. Landowner has submitted an application to participate in the Program, which is attached hereto and incorporated by reference as **Exhibit A**;
- E. Landowner has reviewed this Agreement, as well as the Fallowing Program Summary, and desires to participate in the Program, and to cooperate with the GKGSA with respect to the performance of the Agreement;
- F. Landowner understands that to participate in the Program he or she must be in “good standing” with the GKGSA, compliant in previous Fallowing Program participation (if applicable), compliant with all rules and regulations, and not in violation of any law, statute, regulation, or otherwise.

NOW THEREFORE, in and for consideration of the mutual covenants, conditions and promises hereinafter set forth, the Parties hereby agree as follows:

AGREEMENT

- 1. **Recitals.** The above recitals are hereby incorporated by reference and made a part of this Agreement as though fully set forth herein.
- 2. **Land Fallowing.** Landowner shall fallow **138.91** acres identified in the application submitted by Landowner (“Enrolled Lands”), and all Enrolled Lands shall remain fallowed from October 1, 2025 through September 30, 2026. The Enrolled Lands are more particularly described in attached **Exhibit B**, and if the Enrolled Lands are less than a full parcel, Landowner shall include a map illustrating the location of the partial acreage to be fallowed.

To qualify as fallowed, the Enrolled Lands must eliminate the entire consumption of groundwater available for the property, specifically the current year’s Sustainable Yield, Tier 1

and Tier 2 allocations. Additionally, water associated with the Enrolled Lands is not available for groundwater Carryover, Transfer, or use in any other way. No production and harvesting of crops on the Enrolled Lands are allowed. Cover crops are allowed via rainwater only and cannot be harvested. Grazing is permitted.

3. No Extraction of Native Sustainable Yield, Tier 1, Tier 2 Allocation(s). Pursuant to Section 4.03(a) and (b) of the GKGSA Third Amended Rules and Regulations approved February 12, 2024 and any subsequent amendments thereto (hereinafter “GKGSA Rules and Regulations”), Landowner hereby waives any right to receive any Native Sustainable Yield, Tier 1, Tier 2 Penalty Allocation(s) for the Enrolled Lands for the 2025-2026 year. Landowner is prohibited from using Native Sustainable Yield, Tier 1, Tier 2, Penalty Allocation(s) regardless of source on the Enrolled Lands, including but not limited to Native Sustainable Yield, Tier 1, Tier 2, Penalty Allocation(s) allocated to lands owned by Landowner, but not enrolled pursuant to the Program, or transferred Native Sustainable Yield, Tier 1, Tier 2, Penalty Allocation(s) from third parties.

a. Recharge or Banked Credits

Landowner is not prohibited from applying Direct Diversions of Surface Water or Surface Water Recharge Credits as defined pursuant to GKGSA Rules and Regulations Section 3.03(b) and (g) on the Enrolled Lands.

4. Verification. GKGSA staff, or representative consultants, will verify compliance with the 2025-2026 Fallowing Program (“Verification Process”) ensuring there is no active irrigation or crop production on the Enrolled Lands. The Verification Process will consist of (1) performing inspections (one estimated to be conducted in April 2026, and one estimated to be conducted in August 2027), and (2) evaluation of remote sensing data (LandIQ) for each month from October 1, 2025 through September 30, 2026.

5. Compensation. As consideration for the mutual covenants, conditions and promises to set forth herein, the GKGSA will compensate landowner(s) according to the amount of acres dedicated to fallow. For each acre of fallowed land enrolled in the 2025-2026 Fallowing Program, landowner will be compensated \$400 per acre.

Accordingly, GKGSA will compensate landowner a total of **\$55,564** in December 2026, or January 2027, depending on landowner preference and only after successful compliance has been determined through the Verification Process.

6. Dust Mitigation Plan. No later than 60 days of the date the contract is signed, landowner shall prepare and submit to GKGSA a dust mitigation plan, such as a cover crop planting strategy, chipping, or a water truck application plan. Landowner is required to comply with any and all existing and future laws or regulations regarding dust mitigation, including but not limited to those restrictions imposed by the San Joaquin Valley Air Pollution Control Board.

7. Cooperation with GSA. Landowner agrees to cooperate with GKGSA in all matters related to the performance of this Agreement. In addition, landowner agrees to provide timely and accurate information regarding all matters related to this Contract, as well as all matters referenced in the Guidelines.

8. Indemnity and Hold Harmless. To the fullest extent permitted by law, landowner shall indemnify, hold harmless, and defend GKGSA, its directors, officers, employees, consultants, agents or authorized volunteers, and each of them, from any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of or in any manner directly or indirectly connected with Landowner's breach of this Agreement.

9. Access to Lands. Landowner agrees to provide access to GKGSA, or a representative consultant, with respect to the Enrolled Lands.

10. Successor and Assigns. All of the terms, covenants and provisions hereof shall ensure the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

11. Default. Landowner shall be in default of this Agreement if any of the following occur: (1) the Enrolled Lands are not fallowed for the entirety of the period beginning October 1, 2025 and ending September 30, 2026; (2) Sustainable Yield, Tier 1, or Tier 2 Penalty Allocation(s) are consumed on the Enrolled Lands; (3) Landowner has not prepared, or is not complying with, a dust mitigation plan; or (4) Landowner is not in "good standing" with the GKGSA.

12. Remedies. If landowner defaults, or otherwise materially breaches this Agreement, the GSA may require the following: (1) repayment of entire award; (2) reduction in future years' allocations for property owned by Landowner within the GKGSA; or (3) take any other action it deems appropriate for the implementation of the Program, its performance of the GSA Contract, or the performance of this Agreement.

13. Landowner Representations, Warranties, and Covenants. Landowner represents and warrants to GKGSA that Landowner is the sole owner of the Enrolled Lands and has the unrestricted right and authority to enter into this Agreement. Each person signing this Agreement on behalf of Landowner is authorized to do so, and all persons and entities having any ownership or possessory interest in Landowner's property are signing this Agreement. Landowner represents and warrants that he or she has complied with all required regulations and guidelines of the Program, and that all of the representations made by Landowner in Landowner's application to the Program are true and correct.

14. Attorney's Fees. In the event of a dispute between the parties related to or arising from this Agreement or any of the actions or events described herein, the prevailing party in any litigation or arbitration shall be entitled to recover all costs and fees associated with the action or arbitration, including, without limitation, all attorney's fees and expert witness fees.

15. Compliance with all Laws. Landowner is required to comply with all laws, regulations, and permitting, including but not limited to GKGSA Rules and Regulations.

16. Governing Law. The laws of the State of California shall govern under the interpretation and enforcement of this Agreement.

17. Interpretation. The parties agree that the terms and provisions of this Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, any Party.

18. Partial Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, a provision shall be added to this Agreement as similar in terms to such invalid or unenforceable provision as may be possible, and be legal, valid and enforceable, and the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

“Landowner”

“GKGSA”

Greater Kaweah Groundwater
Sustainability Agency

By _____
Mark Larsen, General Manager

EXHIBIT A
LANDOWNER APPLICATION

EXHIBIT B
LEGAL DESCRIPTION OF ENROLLED LANDS