

[DRAFT] FINAL SETTLEMENT AGREEMENT

This Final Settlement Agreement (“**Agreement**”) is made and entered into by and between Indian Wells Valley Groundwater Authority (the “**GA**”), and Mojave Pistachios, LLC, a California limited liability company, Paul G. Nugent and Mary E. Nugent, Trustees of the Nugent Family Trust dated June 20, 2011 (“Nugent Family Trust”) (collectively, “**Mojave**”) (individually as “**Party**” or collectively as the “**Parties**”), with respect to the following facts:

RECITALS

This Agreement is made with reference to the following facts:

- A. WHEREAS, Mojave owns or leases approximately 1,600 acres of land planted to pistachio trees overlying the Indian Wells Valley Groundwater Basin (“**Basin**”) in Kern County;
- B. WHEREAS, the GA is a California joint powers authority formed in 2016 by five local agencies to serve as the Groundwater Sustainability Agency for the Basin, tasked with developing a Groundwater Sustainability Plan (“**GSP**”) that describes the framework toward a 20 year management goal as required by Sustainable Groundwater Management Act (“**SGMA**”);
- C. WHEREAS, the GA adopted a GSP in 2020, and then adopted several actions to implement the GSP, including adopting a Sustainable Yield Report, a Transient Pool and Fallowing Program, and a Basin Replenishment Fee;
- D. WHEREAS, this Agreement concerns various disputes relating to the GA’s alleged failure to comply with, among other laws, SGMA, and Mojave’s alleged failure to pay the Basin Replenishment Fee imposed by the GA pursuant to the GSP as a pre-condition to challenging the Basin Replenishment Fee;
- E. WHEREAS, there are pending lawsuits between the Parties entitled:
 - (1) *Mojave Pistachios, LLC, Paul G. Nugent and Mary E. Nugent, Trustees of the Nugent Family Trust dated June 20, 2011 v. Indian Wells Valley Groundwater Authority*, Orange County Superior Court Case No. 30-2021-01187589-CU-WM-CXC (“**SGMA Case**”);
 - (2) *Mojave Pistachios, LLC, Paul G. Nugent, Mary E. Nugent, as Trustees of the Nugent Family Trust dated June 20, 2011 v. Indian Wells Valley Groundwater Authority and They Board of Directors of the Indian Wells Valley Groundwater Authority*, Orange County Superior Court Case No. 30-2022-01249146-CU-MC-CJC (“**Extraction Fee Case**”);
 - (3) *Indian Wells Valley Groundwater Authority v. Mojave Pistachios, LLC, Paul G. Nugent, Mary E. Nugent, Trustees of the Nugent Family Trust dated June 20, 2011*, Orange County Superior Court, Case No. 30-2022-01239479-CU-MC-CJC (“**Groundwater Fee Case**”); and

- (4) *Indian Wells Valley Groundwater Authority v. Mojave Pistachios, LLC, et al.*, California Court of Appeal, 4th District Division 3 Case No. G064430 (“**Appeal of Groundwater Fee Case**”) (collectively, “**Actions**”).

- F. WHEREAS, there is a pending comprehensive adjudication of the Basin entitled: *Mojave Pistachios, LLC, John Thomas Conaway, John Thomas Conaway Living Trust, John Thomas Conaway Living Trust U/D/T August 7, 2008, Nugent Family Trust, and Sierra Shadows Ranch LP v. Indian Wells Valley Water District, Searles Valley Mineral Inc., Meadowbrook Dairy Real Estate, LLC, Big Horn Fields, LLC, Brown Road Fields, LLC, Highway 395 Fields, LLC, The Meadowbrook Mutual Water Company*, Orange County Superior Court Case No. 30-2021-01187275-CU-OR-CJC (“**Adjudication**”);
- G. WHEREAS, the Parties entered into a binding Settlement Term Sheet on January 14, 2025 and agreed to incorporate the Term Sheet’s material terms into this definitive Agreement;
- H. WHEREAS, without admitting any fault or liability, the Parties to this Agreement wish to settle the claims, demands and causes of action between them as described in the Actions while reserving those rights expressly provided for herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Dismissal of Claims by Mojave.** All pending lawsuits in which Mojave is a plaintiff, as listed in Section 1(a), shall be dismissed by Mojave with prejudice within ten business (10) days of execution of this Agreement, including Mojave’s pending appeal of the Preliminary Injunction Order in *Indian Wells Valley Groundwater Authority v. Mojave Pistachios, LLC, et al.*, California Court of Appeal, 4th District Division 3 Case No. G064430.
 - (a) **(1) SGMA Case; (2) Extraction Fee Case; and (3) Appeal of Groundwater Fee Case.**
2. **Waiver of Claims by Mojave:** Mojave shall waive all future claims concerning the validity of the GSP, or any modification thereto, and its technical findings, its scientific methodology, or its contended use of best available science and technology, and will take no position in any litigation regarding the GA’s assertions that the Sustainable Yield and Safe Yield of the Basin is 7,650 acre feet per year (“**AFY**”). For the purposes of this Agreement, the Parties agree that the terms Sustainable Yield and Safe Yield have the same meaning. Mojave acknowledges the GA’s good faith and reasonable belief that the GA’s assertions of the Sustainable Yield of the Basin is 7,650 AFY are based on the best available science and technology, and that imported water via the construction of a new

pipeline is needed to augment existing Basin supplies.¹ Mojave's acknowledgment of this good faith and reasonable belief shall not be construed as an admission of a party opponent pursuant to California Evidence Code Section 1220. The GA shall forebear from directly alleging in any judicial or administrative proceeding that Mojave agrees with the GA's Basin model and that its uses are reasonable. Notwithstanding Mojave's previously asserted positions, Mojave shall not oppose the pipeline project nor lobby the U.S. Congress, or the State of California, regarding funding for the proposed pipeline.

3. **Dismissal and Waiver of Claims by the GA.** All pending lawsuits in which the GA is the plaintiff and Mojave is a defendant, as listed in Section 3(a), shall be dismissed by the GA with prejudice within ten (10) business days of execution of this Agreement.

(a) **Groundwater Fee Case.**

4. **Full and Mutual Release.** All of Mojave's or the GA's existing claims included in or related to any of the lawsuits to be dismissed, as listed in Sections 1(a) and 3(a), shall be fully and mutually released, including the eleven (11) causes of action in the Mojave SGMA Case and any GA claim for Mojave's unpaid replenishment fees listed in Sections 1(a) and 3(a). Additionally, Mojave shall waive all claims related to any future action of the GA, including any modifications to the GSP for the Basin, except any action which would directly violate this Agreement, such as the adoption of management measures applied to Mojave that are directly contrary to the terms of this Agreement.
5. **Payment.** Mojave shall pay the GA \$1,600,000 within fifteen (15) days of the execution of this Agreement. The GA will apply this payment and Mojave's prior payments to the GA of approximately \$1,100,000 to the groundwater Mojave produced from the years 2021 through and including 2024. The GA will agree that this total combined payment of \$2,700,000 satisfies all Replenishment Fees or penalties from the years 2021 through and including 2024, including those set forth in the Orange County Superior Court's July 3, 2024 order in the Groundwater Fee Litigation and any other fees, previously named or unnamed, incurred during that period. If Mojave extracts more than 4,200 AF of groundwater in 2024, those extractions shall be deemed to be extracted pursuant to the second transient pool described in Section 6 below.
6. **Creation of Second Transient Pool.** The GA will create a second transient pool in the total amount of 20,000 AF within 90 days of execution of this Agreement. Recognizing that Mojave did not receive any allotment in the first transient pool, Mojave will have first priority to 16,000 AF of this second transient pool. Within 30 days of creation of the second transient pool, Mojave will submit a letter to the GA expressing its intent to subscribe to up to 16,000 AF of the second transient pool. This letter will serve to reserve up to 16,000 AF of second transient pool water for Mojave's use at Mojave's discretion. The remaining 4,000 AF of water will be made available to the other existing agricultural participants that

¹ For the purposes of this agreement, it is recognized that Sustainable Yield and Safe Yield have the same meaning. Mojave's acknowledgement of the GA's "reasonable belief" shall not be construed as an "admission" statement of party opponent pursuant to California Evidence Code Section 1220. The GA shall forebear from directly alleging that Mojave agrees with the GA's model and its uses are reasonable in any judicial or administrative proceeding.

have accepted awards from the first transient pool. The GA will create and implement a system to allot the remaining 4,000 AF in Calendar Year 2025. In the event that the 4,000 AF is not fully subscribed by other participants, the remainder of that pool shall be offered to Mojave. Mojave shall not have, and shall not make, any claim against the allotment system, the pool, or the actions of the GA in establishing said system.

- (a) **Pricing Structure:** Pumping from this second transient pool shall be subject to a tiered pricing structure wherein the price of water increases as annual consumption levels rise to encourage conservation and fallowing, and to promote sustainable water management practices, while also minimizing any potential impacts. All subscribers to the second transient pool shall pay the GA for water pumped from this pool based on the following tiered pricing schedule:

Second Transient Pool Annual Groundwater Extraction (AF) (January 1 to December 31)	Second Transient Pool Tiered Price per AF
0 to 1,000 AF	\$150/AF for 0–1000 AF
1,001 to 2,000 AF	\$175/AF for 1001-2000 AF
2001 to 3,000 AF	\$200/AF for 2001-3000 AF
3,001 to 4,000 AF	\$225/AF for 3001–4000 AF
4,001 to 5,000 AF	\$250/AF for 4001–5000 AF
Over 5,001 AF	\$300/AF for 5001+ AF

These amounts are inclusive of the GA’s extraction fee (currently set at \$105/AF), the well mitigation fee (currently set at \$17.50/AF), and an additional extraction fee to be used for GA administration and projects.

The agricultural participant shall report its monthly pumping to the GA on the GA’s Monthly Reporting Form. The fees for pumping from the second transient poll shall be payable within thirty (30) days of the agricultural participant’s actual production of the water for the prior month, and there is no obligation to pay for water allocated but not pumped. Like the first transient pool water, the allocation of this second transient pool water is freely transferrable among the agricultural producers under the same conditions. All transient pool pumpers may also, with then requested and provided GA approval, obtain additional water through such transfers, including purchasing unused transient pool credits from the first transient pool. For any transient water purchased from the first transient pool, Mojave shall pay the GA \$17.50 for shallow well mitigation. Mojave has the discretion to determine which water supply (first transient pool, second transient pool, leased supplies, or court-awarded safe yield, etc.) to apply to its orchards in which order of priority.

Beginning in January of 2029, the rates provided for herein shall be subject to an increase based on the consumer price index for that year, not to exceed 4 percent per year. This increase will use the index for the Los Angeles Metro area, or an equivalent, and it will only include the percent increased in the year prior (2028). Thereafter, annual consumer price index increases may be adopted by the GA and applied to the fees for pumping from the second transient pool.

Except as stated in this Section 6, no Replenishment Fee or any additional fees or charges shall be levied by the GA on the Second Transient Pool credits. All subscribers to this pool shall be required to waive claims against the GA in a form that is materially the same as waivers provided in this agreement.

7. **Use of Mojave's Wells.** Mojave will allow use of its eight (8) existing wells, and any additional wells on Mojave's Neal Ranch Property, by the GA to monitor water quality and water levels and to collect data with adequate notice by the GA and in a manner that does not interfere with the principal use of the wells for irrigation.
8. **Mojave's Participation in the Adjudication.** Mojave reserved rights, limitations and obligations under the Adjudication, are set forth in this paragraph. Specifically, Mojave's activities in the Adjudication shall be limited to establishing its overlying water rights to make reasonable and beneficial use of native Safe Yield² of the Basin on its overlying lands, which are owned or leased on the date of this Agreement. Mojave may respond and defend against any claims raised by claimants, without limitation, to the extent these claims would reduce or diminish Mojave's correlative share of Safe Yield. Further Mojave may respond and reply to claimant's motions and proposed orders that may reasonably be understood to threaten and impair Mojave's water rights as an overlying landowner to a correlative share of Safe Yield. The GA shall retain the right to participate in the establishment of Safe Yield and in opposing a Safe Yield different from that established in the SGMA GSP for the Basin. Mojave shall not, either directly or indirectly, advocate for or support a Safe Yield determination established outside of the Basin's SGMA GSP, or attack any other technical findings of the Basin's GSP. Mojave shall not, either directly or indirectly, advocate or support any right to produce Basin water other than its right to a portion of the Safe Yield or as specifically provided for in this Agreement such as transient pool or transferred rights. This restriction against claiming the right to stored Basin water includes, but is not limited to, any proposed physical solution, rampdown, glide path, claim of excess surplus, claim of location in a separate management area not contributing to overdraft, or any other approach or legal theory in an attempt to increase its right or its share of safe yield. But, again, Mojave may defend its overlying rights against threatened curtailment and impairment. Further, notwithstanding Section 13 below, unless the right is acquired post-judgment, Mojave shall waive any right or entitlement to produce native stored water in excess of the 10,400 AF already produced, plus any portion of the 20,000 AF in the second transient pool and any amount of transient pool water transferred from another producer to Mojave. This waiver does not constrain or limit Mojave's right to seek an allocation of and to extract native Safe Yield as an overlying owner and apply it to reasonable and beneficial use to the extent such a right is decreed or awarded by the court in the Adjudication, provided that Mojave shall forego any claim to native Safe Yield that is derived from stored water in the Basin in amounts greater than what is provided for in the second transient pool. For the avoidance of doubt, this means Mojave will not seek an award of groundwater in the Adjudication that is greater than the long-term annual

² As previously mentioned, for the purposes of this Agreement the Safe Yield and Sustainable Yield have the same meaning and Mojave will not contest the GA's assertions and further acknowledges the GA's good faith belief that they equal 7,650 AF per year.

replenishment of the Basin as determined by the court in the Adjudication. This limitation does not prohibit Mojave from acquiring water that is unused in the first pool.

9. **Legal Representation.** Upon execution of this Agreement, under the conditions and limitations agreed by Mojave, Brownstein Hyatt Farber and Schreck LLP (“**Brownstein**”) and Mojave acknowledge that Brownstein’s continued representation of Mojave on the one hand, and Sierra Shadows and Inyo Kern Community Services District on the other hand, would present a potential conflict and Brownstein will discontinue its representation of Sierra Shadows and Inyo Kern Community Services District within thirty (30) days of execution of this Agreement. The Parties acknowledge that Mr. Anthony Brown, who is Mojave’s work product expert, may be subpoenaed by other parties in the litigation, but he will not be designated as a retained expert by the Parties, except for the purposes set forth in Section 8 above.
10. **Request for Right to Produce Water Pursuant to Adjudication.** If a judgment entered in the Adjudication eliminates, or reduces, Mojave’s transient pool production rights, including any that Mojave may acquire in transactions with others, Mojave may seek and the GA will, if asked by Mojave, support Mojave’s request that the court in the Adjudication replace the amount of that loss with a court-awarded right to produce water stored in the Basin in that same amount, provided that Mojave shall be obligated to pay to the GA the per AF charge for water pumped, which is established above for water pumped from the second transient pool.
11. **Mojave’s Operations under the GSP.** Through this Agreement, Mojave acknowledges it will become the beneficiary of projects contained in the GSP. Mojave may seek and accept equivalent standing to similarly situated commercial agricultural producers in the Basin concerning the GA’s management programs which will benefit the Basin, such as the ongoing program to provide supplemental water and other augmentation efforts. Mojave agrees it shall not oppose implementation of the GSP in any manner. Mojave recognizes it is reasonable to believe that the Basin needs supplemental water supplies for its long-term sustainability. It is further recognized that federal funding for the current import project seems to be highly likely and that federal funding will include a local match requirement that may in part be charged on a parcel, or per acre, basis. Recognizing that the costs of long-term import or other developed supplies is not economically feasible for Mojave’s operations, Mojave hereby foregoes its rights to any water purchased and imported or developed by the GA. In return, the GA will exclude Mojave from any future process to impose, and will not impose, any new charges on Mojave for said import project. Furthermore, to the extent the GA’s import facilities include a direct banking component, rather than an in-lieu component, Mojave shall have the right to temporarily use any then unused capacity in the GA’s import facilities to import water obtained by Mojave on its own for its own banking and future use, provided that Mojave shall be responsible for the GA’s actual costs incurred as a result of said use and a reasonable leave behind for banking losses that is mutually agreed to by the Parties and substantially reflects industry practices.
12. **Class Counsel.** To provide equitable care for the rights of producers of small amounts of water from the Basin, principally for domestic use, Mojave will not oppose any motion filed in the Adjudication to provide class counsel services to those producers.

13. **Right to Purchase or Lease Third Party Water Rights.** Nothing in this Agreement shall be construed as Mojave waiving the right to purchase or lease water rights from third party rights holders, if such right is provided in the judgment of the Groundwater Fee Litigation or Adjudication, or any future action of the GA.
14. **Fallowing Requirements.** Mojave agrees that when any portion of its land is fallowed, beginning at any time after execution of this Agreement and forward, that fallowing shall be done in accordance with then applicable legal and regulatory standards and best management practices. Mojave and the GA shall coordinate to develop fallowing policies for restoration of native vegetation on disturbed land to reduce dust impacts, which may involve application of a de minimis amount of water to land until native vegetation is established. If any of Mojave's fallowed land is developed with an industrial solar use, Mojave and the GA shall exercise good faith and reasonable efforts to make available a de minimis amount of groundwater, as may be required for solar development and operation under best practices.
15. **Specific Performance.** A material breach of Section 8 of this Agreement is expressly deemed by stipulation to cause irreparable harm. Accordingly, notwithstanding Section 16, the GA shall have the right to immediately seek a temporary restraining order and/or injunction of threatened, or actual, breaches of Section 8, and to specific performance of Section 8, in addition to any other remedy to which the GA is entitled in law or equity. Such remedies may include, but are not limited to, the GA's right to contend (and Mojave's right to oppose) that the GA is entitled to the immediate forfeiture of any transient pool rights Mojave may have acquired.
16. **Dispute Resolution.** Other than in an emergency, in the event of any: (a) threatened or actual breach of the terms hereof; (b) disagreement between the Parties relating to this Agreement or the rights and obligations arising from the provisions hereof (collectively the "Dispute"), then the Parties shall exercise good faith and reasonable efforts to resolve the Dispute. If the Parties cannot agree upon a resolution of the Dispute within fifteen (15) days, the Parties shall attempt to settle the Dispute in an amicable manner, using mandatory non-binding mediation initiated and conducted under the applicable rules of the American Arbitration Association in effect as of the Effective Date or other rules agreed to in writing by the Parties. The Parties shall select a mediator and initiate mediation no more than thirty (30) days following the running of the thirty-day deadline for non-mediated resolution. If the Parties are unable to agree on a mediator within such thirty (30) day period, then the Parties shall follow the then applicable rules of the American Arbitration Association for selection of a mediator. Each Party shall bear its own legal expenses and costs related to the mediation. All expenses of the mediator, including required travel, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be paid or reimbursed by the Parties in equal proportion. Any agreement resulting from mediation shall be documented in writing. All mediation proceedings, results, and documentation, including without limitation any materials prepared or submitted or any positions taken by or on behalf of either Party, shall be confidential and inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Code sections 1115 through 1128), unless such admission is otherwise agreed upon in writing by the Parties. Mediators shall

not be subject to any subpoena or liability, and their actions shall not be subject to discovery. The mediation shall be completed within thirty (30) days after selection of the mediator, unless the Parties, each in their sole discretion, mutually agree to extend the mediation period. This requirement does not apply to the specific performance remedy in Section 15. Nothing in this Section 16 shall excuse Mojave from complying with the claims provisions in the Government Claims Act (Gov. Code, § 900 et seq.).

17. **Attorneys' Fees and Costs.** GA and Mojave shall each bear their own attorneys' fees and costs in connection with this Agreement.
18. **No Admission of Fault or Liability.** Each of the Parties acknowledges and agrees that: (a) this Agreement is to compromise disputed claims; (b) Mojave does not admit or acknowledge any liability to GA, and specifically denies any such liability; and (c) nothing in this Agreement shall be construed as an admission of liability by Mojave. This Agreement is entered into as a negotiated compromise and with the specific understanding that it is without any admission of fault by any Party and is without precedential value. Nothing contained in this Agreement shall be deemed an admission or acceptance by any Party of any fact, principle or position for any purpose other than for the purpose of complying with and implementing this Agreement. This Agreement is not intended to be, nor may it be construed as, an interpretation of any preexisting agreement and shall not be used as evidence, or in any other manner, in any court, administrative proceeding or other dispute resolution proceeding (with the exception of an action or proceeding to enforce the terms of this Agreement) to create, prove or interpret the obligations of any Party or any of its successors, predecessors, assigns, directors, officers, employees, agents or representatives under any other agreement(s) with a Party or any non-party to this Agreement. The Parties further acknowledge and agree that the provisions contained in this Agreement do not reflect the merits of any particular claim asserted under a preexisting agreement, but rather are the product of the Parties' attempt to avoid further burden and expense through litigation.
19. **Notices.** All notices to be given by either Party to the other shall be in writing and shall be served either by overnight delivery service providing evidence of receipt (such as Federal Express), or by registered or certified mail, return receipt requested, by hand delivery, or by electronic mail (email), and shall be deemed given upon actual receipt or refusal; and shall be addressed as follows, at such other address as any Party may from time to time specify to the other Parties in writing:

GA:

Indian Wells Valley Groundwater Authority
Attn: Carol Thomas-Keefer, IWVGA General Manager
100 W California Ave.
Ridgecrest, CA. 93555
Tel: 805-764-5452
cthomaskeefer@rgs.ca.gov

with a copy to:

Office of the County Counsel, County Of Kern
Attn: Phillip W. Hall
Deputy County Counsel, Kern County
1115 Truxtun Avenue, Floor 4
Bakersfield, CA 93301
Tel: 661.868.3800
phall@kerncounty.com

RICHARDS, WATSON & GERSHON
Attn: James Markman & Kyle Brochard
1 Civic Center Circle,
P.O. Box 1059,
Brea, CA, 92822-1059
jmarkman@rwglaw.com

Mojave:

Mojave Pistachios, LLC
Attn: Rod Stiefvater
9530 Hageman Road, Suite B #322
Bakersfield, CA 93312
Tel: 661-829-5109
rod@orovistafarms.com

The Nugent Family Trust:

Attn: Paul Nugent
9530 Hageman Road, Suite B #322
Bakersfield, CA 93312
Tel: 661-809-7610
nugentag@gmail.com

with a copy to:

BROWNSTEIN HYATT FARBER SCHRECK, LLP
Att: Scott Slater & Amy Steinfeld
1021 Anacapa St, 2nd Floor
Santa Barbara, California 93101
Tel: 805-882-1409
sslater@bhfs.com; asteinfeld@bhfs.com

These addresses may be changed by written notice to the other Party, provided that no notice of a change of address shall be effective until actual receipt by the Parties of the notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

20. **Governing Law, Enforcement, Venue, and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California. Notwithstanding Section 16, the venue for any dispute arising from or related to this Agreement, its performance, or its interpretation shall be the Superior Court of California, County of Orange. In any such legal action, the prevailing party shall not be entitled to recover their attorneys' fees from the non-prevailing party.
21. **Entire Agreement/Integration.** This Agreement contains the entire agreement and understanding concerning the matters described herein. This Agreement supersedes all prior or contemporaneous oral or written agreements and discussions. Each of the Parties hereto acknowledges that no other Party, nor the agents or attorneys for any Party, has made any promise, representation, or warranty whatsoever, express or implied, that is not contained herein, to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.
22. **Amendments.** This Agreement may not be amended except in writing signed by all of the Parties hereto.
23. **Advice of Counsel.** The Parties hereby acknowledge that they have jointly negotiated the terms of this Agreement with assistance of legal counsel and are executing this Agreement with the consent, and upon the advice, of their own counsel.
24. **Authority to Sign.** Each individual signing this Agreement represents and warrants that they have been authorized to do so by proper action of the Party on whose behalf they have signed.
25. **Voluntary Agreement.** The Parties agree that they have carefully read this Agreement and know the contents thereof and that they signed the same freely and voluntarily.
26. **Non-Assignment.** The Parties represent and warrant that they have made no assignment, and will make no assignment, of any claim, right to sue, right of action, or any right of any kind whatsoever, embodied in any of the claims and allegations which are being released, as set forth in this Agreement, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or claims referred to herein.
27. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors, and/or assigns.
28. **Construction of Agreement.** The Parties waive all applicable rules of construction to the extent that any provision of this Agreement should or could be construed against its drafter. The Parties further agree that all provisions of this Agreement shall be construed as a whole, according to the fair meaning of the language used.

29. **Counterparts.** This Agreement may be signed in one or more counterparts and, when all Parties have signed the original or a counterpart, such counterparts together shall constitute one original document.
30. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and its other applications shall not be affected and shall be enforceable to the full extent permitted by law.
31. **Waiver.** If a Party, by its actions or omissions, waives or is adjudged to have waived any breach of this Agreement, any such waiver shall not operate as a waiver of any other subsequent or additional breach of this Agreement.
32. **Holidays.** In the event that the date of any act required to be performed by this Agreement (including, but not limited to, the payment of any money) falls on a weekend or a federal holiday, then the same shall not be required to be performed until the next business day thereafter.
33. **Effective Date.** This Agreement shall be effective immediately upon its execution by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

GA:

[NAME]

Date: _____

Mojave:

Rod Stiefvater

Date: _____

The Nugent Family Trust

Paul Nugent

Date: _____

APPROVED AS TO FORM:

Dated: _____, 2025

[FIRM]

By: _____
[NAME]
Attorney for
INDIAN WELLS VALLEY
GROUNDWATER AUTHORITY

Dated: _____, 2025

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By: _____
SCOTT SLATER
AMY STEINFELD
Attorneys for
MOJAVE PISTACHIOS, LLC and PAUL
G. NUGENT AND MARY E. NUGENT,
TRUSTEES OF THE NUGENT FAMILY
TRUST DATED JUNE 20, 2011