

**2018 GROUNDWATER REPLENISHMENT PROGRAM (“GRP”)
Program Application and Agreement**

Customer Information				
Customer Name: _____				
Mailing Address: _____				
Phone Number: _____				
Property Address	Property APN#(s) (“Applicable Land”)	Total Acreage	Total Acreage to be Irrigated	Crops
(Attach additional addresses if needed.)				
Proposed method(s) of irrigation: _____				
If pump is used for irrigation, provide the pumping rate in Gallons Per Minute (“GPM”): _____ GPM				
Proposed MID conveyance facility from which water will be delivered: _____				
Estimated Fees: _____ (participating 2018 irrigated acres) X _____ (estimated acre-feet per acre) = _____ (calculated acre-feet) _____ (calculated acre-feet) X \$60 = _____ (total estimated amount owed)				
Upfront Payment Required = _____ (50% of total estimated amount owed + \$100 application fee)				

GROUNDWATER REPLENISHMENT PROGRAM TERMS AND CONDITIONS

Modesto Irrigation District (“MID”) Board Resolution 2018-35 authorized a 2018 Groundwater Replenishment Program. The 2018 Groundwater Replenishment Program (“GRP”) is a voluntary program that allows a participant to enroll and receive MID replenishment water for irrigation purposes on Applicable Land located outside MID’s irrigation boundary for the benefit of groundwater replenishment within the Modesto Sub-basin for the 2018 irrigation season based upon the terms and conditions set forth in this Application and Agreement.

1. Participation in the GRP shall be limited to record owners of real property located within the Modesto Sub-basin and within MID’s Sphere of Influence who meet all of the requirements and agree to comply with all terms and conditions set forth in this Agreement. (“Landowner”)
 - a. Execution of this Application and Agreement constitutes certification to MID that the signatory is authorized to execute this Application and Agreement on behalf of the Landowner and the Landowner shall provide proof of his/her authority concurrently with submittal of this Application and Agreement.
 - b. Execution of this Application and Agreement constitutes certification to MID that the Landowner is in compliance with the Irrigated Lands Regulatory Program and/or the Dairy Program.
 - c. All MID accounts for Landowner shall be current as of the date this Application and Agreement is executed by the Landowner and at all times thereafter while participating in the GRP.
2. Tenants or leaseholders are responsible for obtaining all Landowner approvals. In the event MID requires confirmation of property ownership, Landowner agrees, upon request by MID, to provide a copy of the title or deed to the applicable real property prior to any delivery of replenishment water.
3. Properly executed Application and Agreement forms will be accepted by MID on a first come, first served basis.
4. Landowner shall pay a \$100 non-refundable application fee at the time this Application and Agreement is submitted to MID.
5. Landowner shall be responsible for securing and constructing any and all necessary or appropriate private encroachments through adjacent parcels for the delivery of replenishment water. MID shall have no obligation whatsoever related to the encroachments.

6. The receipt of water through the GRP shall not be construed as a guarantee that any participant in the GRP or any other Landowner outside of MID's irrigation boundary will ever receive any water in any subsequent year.
7. Landowner shall pay to MID \$60 for each acre-foot delivered under this Application and Agreement. No GRP deliveries will be scheduled until MID receives payment equal to 50% of the total estimated amount owed, along with the non-refundable application fee.
8. MID, at its sole discretion, will determine Landowner eligibility to participate in the GRP.
9. Only parcels with acreages equal to or greater than ten (10) acres may participate in the GRP.
10. This Application and Agreement is subject to delivery of replenishment water for the 2018 irrigation season only. MID is under no obligation in the future to enter into subsequent agreements for the irrigation of lands outside MID's irrigation boundary.
11. Landowner shall be solely responsible for any and all permitting necessary to participate in the GRP, including all Federal, State and/or local agency permitting.
12. The GRP may be discontinued or modified at any time at MID's sole discretion. MID reserves the right to amend, add or otherwise withdraw the terms set forth in this Application and Agreement.
13. The receipt and use of replenishment water through the GRP is limited to use upon the Applicable Land specified in this Application and Agreement, all of which must be currently developed agricultural lands solely reliant upon groundwater from the Modesto Sub-basin.
14. The receipt and use of replenishment water shall be for agricultural irrigation purposes only, and the Landowner shall warrant that the water received is put to reasonable and beneficial uses at all times. Non-beneficial uses include, but are not limited to, water used for lawns, pasture without livestock benefit, hunting and/or wildlife habitat, recreational ponds, and other uses or practices as determined solely by MID. Water shall not be used directly or indirectly for any domestic, commercial or industrial purposes.
15. Consistent with the intent of the GRP, Landowner agrees to refrain from use of groundwater resources on any Applicable Land subject to this Application and Agreement during the period that replenishment water is available.
16. MID is under no obligation, now or in the future, to furnish, construct or maintain any diversion or service structures or facilities that are located on real property subject to this Application and Agreement.

17. All private facilities necessary for participation in the GRP, which are located within MID rights of way, shall be installed on a temporary basis at the Landowner's sole expense. All such facilities must be approved by MID.
18. Upon termination of this Application and Agreement, the Landowner shall pay all costs incurred with retiring and/or removing any and all facilities installed by or on behalf of Landowner to facilitate participation in the GRP which are no longer needed for replenishment water deliveries as determined by MID.
19. Landowner shall comply with the current District Rules and Regulations Governing the Distribution of Irrigation Water in the Modesto Irrigation District. Non-compliance with any policy or rule of MID may result in forfeiture of replenishment water deliveries.
20. Landowner will provide direct vehicle ingress and egress to MID agents during the term of this Application and Agreement.
21. MID makes no representation, guarantee or warranty to Landowner regarding the availability of replenishment water or the quantity, quality, or delivery times of said water.

AGREEMENT

Landowner agrees to comply with the Groundwater Replenishment Program Terms and Conditions set forth above and with MID's Rules and Regulations Governing the Distribution of Irrigation Water within the Modesto Irrigation District, all of which are incorporated herein by reference.

Landowner warrants and represents that Landowner is legally entitled to enter into this Agreement.

This Agreement is entered into solely for the benefit of Landowner and MID; may be executed in counterparts, with each deemed an original, and all of which taken together shall constitute a single instrument; and constitutes the entire agreement between the parties with respect to the matters contained herein.

Landowner will defend, indemnify, and hold MID and its directors, officers, representatives, agents and employees and each of them from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including regulatory challenges and litigation costs and attorney's fees, arising out of or resulting from, or in connection with the performance of this Application and Agreement or in any manner associated with Landowners' participation in the GRP.

I, the undersigned, do hereby attest that I have accurately represented my identity, that I am the owner of the Applicable Land subject to this Application and Agreement, and that I am duly authorized to execute this Agreement and participate in the GRP.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that this verified Application and Agreement was executed in Stanislaus County on _____, 2018.

The parties hereby execute this Agreement as of the date below.

LANDOWNER

MODESTO IRRIGATION DISTRICT

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

(Attach additional Landowner signatures, if needed.)

FOR MID USE ONLY:

(Circle One) <u>Approval / Rejection</u>	Date: _____	Name: _____ Title: _____
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