

**2019 GROUNDWATER REPLENISHMENT PLAN (“GRP”)  
Plan Application and Agreement**

<b>Applicant Information</b>				
Applicant Name:				
Applicant Mailing Address:				
Applicant Phone Number:				
Property Address Where Applicant Would Irrigate With Water Provided By The GRP	Property APN#(s) Where Applicant Would Irrigate With Water Provided By The GRP (“Applicable Land”)	Total Acreage Of Applicable Land	Total Acreage To Be Irrigated With Water Provided By The GRP	Crops To Be Irrigated With Water Provided By The GRP
(Attach additional addresses if more than one address exists for the Applicable Land.)				
Proposed Method(s) of Irrigation: _____				
If a pump is used for irrigation, provide the pumping rate in Gallons Per Minute (“GPM”): _____ GPM				
Proposed MID conveyance facility from which GRP water will be delivered: _____				
Estimated Fees: _____ (participating 2019 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 2019-21 authorized a 2019 Groundwater Replenishment Plan. The 2019 Groundwater Replenishment Program (“GRP”) is a voluntary plan 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 2019 irrigation season based upon the terms and conditions set forth in this Application and Agreement (“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 adequate proof of his/her authority to execute this Application and Agreement 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, if the Applicant is an existing MID customer, 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 property owner 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. Irrespective of MID requiring confirmation of property ownership, tenants or leaseholders bear any and all responsibility to acquire property owner approvals as needed to participate in the GRP.
3. Properly executed Application and Agreement forms will be accepted by MID on a first come, first served basis and are subject to water availability as conditions could change following submission of properly executed Application and Agreement forms.
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 and any related regulatory approvals, if needed. MID shall have no

obligation whatsoever related to Landowner acquiring necessary approvals to participate in the GRP.

6. Neither MID's approval of the Application nor Applicant's receipt of water through the GRP shall be construed as a guarantee, representation or promise 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. Instead, Landowner accepts that the GRP is a discretionary program that may come before the MID Board of Directors as hydrology warrants, and even if so, only upon approval by the MID Board of Directors to institute the GRP for that particular year's irrigation season may a Landowner apply to the GRP to potentially receive water provided by the GRP.
7. Landowners who are approved to participate in the GRP shall pay to MID \$60 for each acre-foot of water 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 identified above.
8. Applicant and Landowner accept without condition that 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 2019 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, irrespective of hydrologic or regulatory conditions and whatever improvements or efforts undertaken by an Applicant who in previous years received GRP water.
11. Landowner shall be solely responsible for any and all permitting or other regulatory requirements necessary to participate in the GRP, including all Federal, State, County and/or local agency requirements.
12. The GRP may be discontinued or modified for any reason 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 due to hydrologic and regulatory uncertainties, either of which enable MID to exercise its sole discretion which Applicant fully accepts.
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. MID shall not be responsible for any improper uses or water set forth above nor for any waste of water.

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 for installation and any necessary regulatory approvals. All plans for such facilities must be submitted to and 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 and any other remedy available by law to MID.
20. Landowner shall provide direct vehicle ingress and egress to MID and its 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 during the year in which MID approves the GRP for Landowner nor any subsequent year in which MID might approve use of the GRP.

### **AGREEMENT**

Landowner agrees to comply with the Groundwater Replenishment Plan 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 and are available upon request if not already in the possession of the Landowner.

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, and may be executed in counterparts, with each deemed an original, and all of which taken together shall constitute a single instrument, constituting 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 \_\_\_\_\_, 2019.

***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 applicable.)

**FOR MID USE ONLY:**

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