

FARMER TO FARMER DELIVERY PROGRAM

Program Application Agreement (Rev. April 14, 2020)

Modesto Irrigation District (“MID”) Board Resolution 2020-12 approved the 2020 Transfer Policy which in part, allows an Eligible Landowner, for each parcel owned by the Landowner (a “parcel” means a tract of land having a unique Assessor Parcel Number as reflected in current Stanislaus County Assessor records), to request MID to change the delivery location of the Landowner’s 2020 irrigation water allocation(s).

FFDP Terms and Conditions:

1. The FFDP shall apply only to record owners of real property located within the MID irrigation boundaries who meet all of the requirements listed below (“Eligible Landowners”).
 - a. By execution of this Application Agreement certify to MID that they are in compliance with the irrigated lands regulatory program or the dairy program;
 - b. Have all irrigation accounts current as of the date of this Agreement; and
 - c. Have submitted properly completed and executed FFDP Application Agreements to MID no later than 2 weeks prior to the last day of the 2020 irrigation season as set by MID and as may be changed from time to time. It is the sole responsibility of the Landowner to know the last day of the 2020 irrigation season.
2. Tenants or leaseholders are responsible for obtaining all Landowner approvals. In the event MID requires confirmation of property ownership, Eligible Landowners agree, upon request by MID, to provide a copy of the title or deed to real property referenced herein prior to any payment to Contributing Landowner or delivery to Receiving Landowner.
3. A “Contributing Landowner” is an Eligible Landowner who, for each identified parcel, elects to forego his or her entire MID irrigation water allocation, or portion thereof, for the 2020 irrigation season and hereby requests MID deliver that allocation to designated Receiving Landowner parcel(s) as set forth in Exhibit A attached to and incorporated as part of this Agreement.
4. A “Receiving Landowner” is an Eligible Landowner who agrees to accept delivery of Contributing Landowner’s 2020 irrigation water allocation at the parcels as set forth on the attached Exhibit A.
5. FFDP decisions, to include decisions about Landowner eligibility, delivery allocations, and compliance or removal from the FFDP, shall be made solely at MID’s discretion.

6. Upon the confirmation of eligibility and execution of this Agreement by both the Contributing and Receiving Landowner, MID will change the delivery location of the Contributing Landowner's 2020 water allocation.
7. MID shall not participate in, be responsible for, or in any way liable to either the Contributing or Receiving Landowner for any agreement or breach of agreement between or among the Landowners, including agreements regarding the transfer of, payment for, or change in delivery location of the water allocation.
8. Contributing Landowner may return the entire allocation, or a portion thereof, for each parcel of contributing land included in the FFDP.
9. Returned allocations shall not include any water associated with parcels that didn't receive MID surface water sufficient to grow a crop in the previous irrigation season, as determined by MID.
10. Landowner shall be solely responsible for any and all permitting necessary to participate in the FFDP, including environmental, state or local agency permitting.
11. Upon MID's request, Landowner agrees to cooperate with MID's efforts to accumulate and record aggregated private groundwater well pump data for its irrigation service area.
12. The FFDP 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 above.

Agreement

To participate in the FFDP, Landowner agrees to comply with the terms and conditions set forth herein, which includes the FFDP Terms and Conditions and 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 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 on the matters contained herein.

Landowner agrees that any and all use of water delivered by MID shall be consistent with MID's water rights, jurisdictional boundaries, and all applicable laws, rules, regulations ordinances and policies.

*Landowner shall indemnify and hold MID harmless for and from any and all liabilities, costs, demands or any other legal claims arising from or related to Landowner's conduct or activities arising from or related to FFDP participation. ____ (initials) Neither MID nor any MID director, officer, employee, agent or representative shall be liable for damage **of any kind** resulting from Landowner's participation in the FFDP or from any non-MID works or the water flowing therein, or for any waste or other misuse of water by any end-user.*

I, the undersigned, do hereby attest that I have accurately represented my identity; that I am the owner of the real property subject to this Application Agreement and am duly authorized to enter into this Application Agreement.

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 Agreement was executed at Stanislaus County on _____.
Date

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

****LANDOWNER**

MODESTO IRRIGATION DISTRICT

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

** For additional Landowner signatures, please attach sheets as necessary.

FOR MID USE ONLY:

(circle one) <u> Approval </u> / <u> Rejection </u>	Date: _____	Name: _____ Title: _____
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Exhibit A

Farmer to Farmer Delivery Program Reallocation Worksheet					
Contributing Owner(s):					
Mailing Address:					
Contact Number:					
Customer ID:					
Contribution (AF):					
Receiving Customer(s):					
Customer(s) Contact Number(s):					
Receiving Customer ID(s):					
Receiving Amount (AF):					

**Please complete one worksheet for each contributing Customer ID.
 If additional receiving parcels, please complete additional worksheets.