

Agreement No. \_\_\_\_\_

**AGREEMENT FOR TRANSFER OF WATER  
THROUGH DISTRICT FACILITIES**

This Agreement, dated \_\_\_\_\_, 2016, is between \_\_\_\_\_, who owns the private well which is the subject of this Agreement (“Well Operator”), the recipients named below (“Recipient”), each of which who owns, leases, or manages the real property described below which will receive the benefit of the water pumped by Well Operator into District’s irrigation system as described below and South San Joaquin Irrigation District (“District”).

1. Well Operator owns a private well (“Pump”) located on its real property described as assessor’s parcel number \_\_\_\_\_ (“Source Parcel”), which is adjacent to District’s facility: \_\_\_\_\_ (“Facility”).
  
2. Well Operator agrees:
  - A. The Pump has a capacity of \_\_\_ gpm or \_\_\_ cfs.
  - B. The Pump is in good condition and has an operating flow meter to measure the quantity of water pumped.
  - C. To maintain the flow meter in good and operable condition during the term of this Agreement.
  - D. To discharge the Pump into the Facility without interruption for the duration of each Pumping Event.
  - E. The Pump is capable of discharging directly into the Facility. Well Operator agrees to obtain District’s prior approval before making any connections necessary to pump water into the Facility.
  
3. Recipients own, lease, or manage each of the following described parcels, each of which is referred to as “Receiving Parcel”:

Recipient of Parcel 1 \_\_\_\_\_ - APN: \_\_\_\_\_.

Recipient of Parcel 2 \_\_\_\_\_ - APN: \_\_\_\_\_

Recipient of Parcel 3 \_\_\_\_\_ - APN: \_\_\_\_\_

Recipient of Parcel 4 \_\_\_\_\_ - APN: \_\_\_\_\_

District will make the private water delivered to it by Well Operator for the benefit of the Recipient named above in accordance with this Agreement, as long as said parcels are eligible to receive District irrigation water and are physically able to take water from District’s distribution system.

4. Well Operator agrees that private water from the Pump located on the Source Parcel will be pumped into the Facility for the duration of each Pumping Event.
5. Each Recipient agrees to accept the allotment credit determined by District for the benefit of the respective parcels described in this Agreement for each Pumping Event.
6. Well Operator may engage in one or more pumping events as described hereafter (“Pumping Event”) for such times when and where the District’s ditchtender assigned to the Source Parcel (“dichtender”), reasonably determines that District can use the water. Well Operator will prepare and deliver a schedule to ditchtender for his approval that will include the date and time for the start, the date and time for the end and the estimated flow rate for each event. Dichtender will promptly review and approve the schedule unless he determines that he cannot make full use of the water delivered from the Pump in District’s distribution system.
7. Well Operator will notify ditchtender before Well Operator starts the Pump for each approved Pumping Event. Dichtender and Well Operator will meet at the Pump on the Source Parcel and ditchtender will record the reading on the Pump’s flow meter and the time of the start of each Pumping Event.
8. Well Operator agrees not to interfere with the Pump’s operation or the flow meter during the Pumping Event without ditchtender’s consent. Well Operator agrees to notify ditchtender immediately upon discovering any malfunction in the Pump or the flow meter during a Pumping Event.
9. Well Operator will notify ditchtender when it proposes to stop the Pumping Event. Dichtender and Well Operator will meet at the Source Parcel in order for ditchtender to record the reading on the Pump’s flow meter at the end of each Pumping Event.
10. Well Operator acknowledges that the District’s water personnel have the right of access to inspect the Pump and the meter during the Pumping Event and Well Operator’s permission to shut down the Pump in District’s discretion if District’s personnel reasonably determine that District cannot use the water, the District’s facilities do not have adequate capacity or if District’s personnel reasonably determine that shutting off the Pump is necessary to protect life or real or personal property, including District’s facilities or its personnel or the wells of adjacent landowners. Dichtender will provide notice to Well Operator as soon as practical if it shuts down the Pump before the scheduled ending time. Dichtender will read the meter at the end of the Pumping Event.
11. Immediately after each pumping event, the ditchtender will report to the District office the quantity of water pumped, and the District’s personnel will increase the drought allotment of the Receiving Parcels as follows:

Receiving Parcel 1 gets \_\_\_\_\_% of pumped water.  
Receiving Parcel 2 gets \_\_\_\_\_% of pumped water.  
Receiving Parcel 3 gets \_\_\_\_\_% of pumped water.  
Receiving Parcel 4 gets \_\_\_\_\_% of pumped water.

12. District will notify the Recipient as to each of the parcels described in this Agreement of the additional allotment that is available for regular delivery until the end of the 2016 irrigation season as determined by District's Board of Directors. Each Recipient agrees to pay District \$3/acre foot of private water delivered to the Recipient's receiving Parcel. Any unused drought allotment at the end of the season will be lost and cannot be carried over to a future season.

13. District will not provide any compensation to Well Operator for water delivered to District's facilities, except to the extent that Well Operator is the owner of any of the receiving parcels and receives additional allotment as described in this Agreement.

14. Well Operator agrees to indemnify, release and hold harmless the District, its officers, agents and employees, against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, including court costs and attorney's fees, for damage to real or personal property, including any damage to the Pump, or damage claims by other landowners for decreased groundwater supply or damage to their pumps, damage to the levees, canals, appurtenant facilities, equipment or other property of the District or injury to or death of any persons, including, but not by way of limitation, officers, agents and employees of the District, or others, when such injury, death, loss, destruction or damage arises out of the performance of this Agreement, including the operation of the Pump.

This indemnity shall not extend to claims for damages arising out of the death of, or personal injury to, employees of the District to the extent that they are within the coverage of the Worker's Compensation Insurance carried by the District.

The foregoing release and indemnity shall not be effective to the extent that the sole or active negligence or willful misconduct of District, its officers, agents or employees were a contributing cause of the damage or loss claimed.

15. This Agreement shall terminate at the end of the 2016 irrigation season as determined by District's Board of Directors.

Executed as of the day and year first herein above written.

"District"  
South San Joaquin Irrigation District

By \_\_\_\_\_  
Peter M. Rietkerk, General Manager

\_\_\_\_\_  
Reviewed by:  
Joe Catanzarite, Water Superintendent

"Well Operator"

By \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

“Receiving Parcel 1”  
Parcel No. \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

“Receiving Parcel 2”  
Parcel No. \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

“Receiving Parcel 3”  
Parcel No. \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

“Receiving Parcel 4”  
Parcel No. \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_