EXHIBIT A
WESTLANDS WATER DISTRICT
GROUNDWATER MANAGEMENT PROGRAM
PROCEDURES

Introduction

Under the Groundwater Management Program ("Program"), Westlands Water District ("District") will install or acquire title to groundwater pumps and integrate them into its comprehensive water supply system. The Program provides for the pumping of groundwater from District-owned groundwater pumps by Program Participants, who have entered into agreements with the District to transfer groundwater pumping facilities to the District ("Transferred Facilities") and to operate and maintain those facilities. Participants will pump groundwater according to District schedules. Participants will be charged a cost-based fee by the District for groundwater pumped under the Program.

The Program is an important step in the implementation of the District's Groundwater Management Plan. By integrating local groundwater resources into the District's overall water supply through the Program's groundwater management and conjunctive use planning procedures, the District will be able to improve overall supply reliability while minimizing total water supply costs.

Eligibility

Groundwater pumping facilities are eligible for inclusion in the Program if they attain a 60% minimum overall plant efficiency and meet applicable safety standards. Participant must provide to the District the result of an overall plant efficiency test that reflects the facility's current condition. The Participant must also ensure that the pumping plant and related facilities meet applicable electrical and safety codes prior to transfer to the District. Groundwater pumping facilities must be equipped with a District-approved meter prior to transferring title of the equipment to the District.

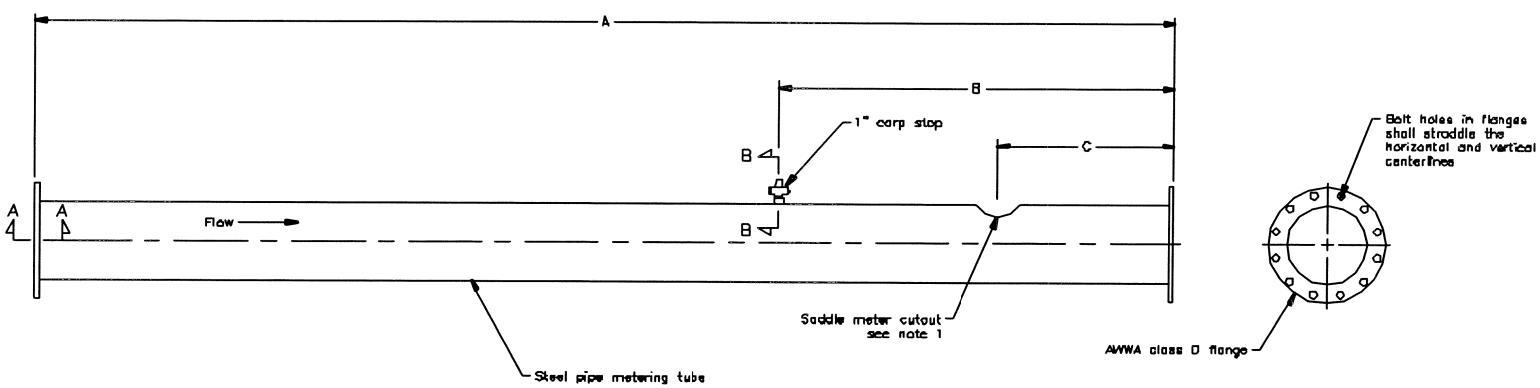
District Regulations

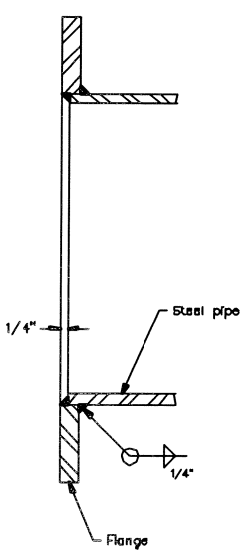
District regulations applicable to the ordering, delivery, and payment for water, including the Terms and Conditions of Agricultural Water Service, a copy of which is attached hereto as Exhibit 1, shall be applicable to Participant's pumping and use of Program groundwater through Transferred Facilities, except to the extent there is a conflict between these Procedures and other regulations, in which case these Procedures shall prevail.

Participants who have signed the DIP Agreement may pump groundwater into District facilities pursuant to the terms and conditions of that agreement, provided that such pumping is also in compliance with the terms and conditions of the Program and these Procedures. Participants incorporating DIP pumping into their Program groundwater pumping will be responsible for water charges under the Program and for any applicable DIP charges.

Billing

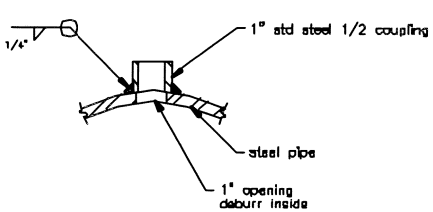
Participant shall be billed for groundwater pumped under the Program on an acre-foot basis pursuant to a water charge to be established by the Board of Directors. The water charge for Program groundwater shall be based on the District's cost of delivery and will reflect a Transferred Facility's pumping depth and efficiency. The District will attempt to structure water charges so that the average cost of energy per kWh is the same for all pumping facilities.





Section A–A

Welded Flange Connections



Section B–B

1" corp stop not shown

Table of Data					
Nominal Size	Metering Tube		Dimensions		
	O.D. of Pipe	Wall	A	B	C
6"	6.625"	0.280"	8'–0"	3'–0"	1'–6"
8"	8.625"	0.322"	11'–0"	4'–0"	2'–0"
10"	10.750"	0.365"	13'–0"	4'–6"	2'–0"
12"	12.750"	0.375"	16'–0"	5'–8"	2'–6"
14"	14.000"	0.250"	18'–0"	6'–6"	2'–6"

General Notes

1. Saddle meter cutouts shall be made in accordance with the manufacturer's specifications.

2. All welding shall be in accordance with the American Welding Society Code.

3. All surface irregularities, welds, and weld spatter shall be ground smooth.

4. All surfaces shall be sandblasted prior to coating. Sandblasting shall conform to Steel Structures Painting Counsel Specification SP–10.

5. The interior and exterior of the tube and flanges shall be coated with Scotchkote 3M Fusion Bonded Epoxy 134 or Engineering approved equal in accordance with the manufacturer's specifications.

6. The exterior surfaces shall be painted after coating with Rustoleum 7623 (Marin Blue) or Engineering approved equal in accordance with the manufacturer's specifications. Minimum paint thickness shall be two mils.

REVISION				
0	08/01/88	GVB		
NUMBER	DATE	DRAWN BY	CHECKED	APPROVED

WESTLANDS WATER DISTRICT

3130 N. FRESNO ST. FRESNO, CALIFORNIA 93703

FABRICATION DETAILS

STANDARD METER TUBES

DRAWING NUMBER

DRAWN G. JOSEPHY

CHECKED

DATE 10/21/88

APPROVED

DPW WWD NO 3107-01-0225

APPLICATION FOR
PARTICIPATION IN WESTLANDS WATER DISTRICT'S
GROUNDWATER MANAGEMENT PROGRAM

_____ ("Applicant") hereby applies for participation in Westlands Water District's Groundwater Management Program ("Program") under the terms and conditions contained in Program documents, including the Transfer Agreement, the Participation Agreement, and the Program Procedures, which Applicant has reviewed and agrees to execute upon determination of eligibility. Applicant submits the following information in order to allow the District to effectively implement the Program in accordance with the Program documents.

Water User Name of Applicant:
Water User Account #: _____

Applicant desires to transfer the following facilities:

District Well No. 1/				
Well location ¼, ¼, Section, T/R				
Pump Make				
Pump Serial #				
Motor Make				
Motor Serial #				
Motor HP				
Overall plant efficiency in % 2/				
Estimated Current Water Table Depth				
Historical Usage (ac-ft/yr)				
DIP participation (current, past, or never)	Current /Past /Never	Current /Past /Never	Current /Past /Never	Current /Past /Never
CIP participation (current, past, or never)	Current /Past /Never	Current /Past /Never	Current /Past /Never	Current /Past /Never
District approved water meter(yes/no)	Yes / No	Yes / No	Yes / No	Yes / No
Water Meter Serial #				
PG&E Account #				
Electric Meter Serial #				
Site accessibility (yes/no)	Yes / No	Yes / No	Yes / No	Yes / No

_____ Applicant _____ Date

1/ To be assigned and filled in by District

2/ Copy of test results, including date of test, must accompany the application.

U:\GMP\APPLICATION AND LETTERS\GRNDWTR.00.DOC

AGREEMENT
FOR PARTICIPATION IN GROUNDWATER MANAGEMENT PROGRAM AND FOR OPERATIONS AND MAINTENANCE OF TRANSFERRED FACILITIES

This Agreement between_____, hereinafter referred to as "Participant," and Westlands Water District, hereinafter referred to as "District," to provide for Participant's participation in the District's Groundwater Management Program ("Program") pursuant to the Groundwater Management Program Procedures ("Procedures"), attached hereto as Exhibit A and incorporated by reference as part of this Agreement, and to provide for Participant's operation and maintenance of facilities transferred under the terms of the Agreement For Transfer of Groundwater Pumping Facilities ("Transfer Agreement").

RECITALS

WHEREAS, the District has created the Program as part of the implementation of the District's Groundwater Management Plan; and

WHEREAS, the goal of the Program is to integrate local groundwater resources into the District's overall water supply through the Program's groundwater management and conjunctive use planning procedures to enable the District to improve overall supply reliability while minimizing total water supply costs; and

WHEREAS, the District has determined that the Participant's facilities to be transferred pursuant to the Transfer Agreement ("Transferred Facilities") meet the minimum efficiency and safety standards set forth by the District in the Procedures, and that the transfer will enable the District to pursue the goal of the Program; and

WHEREAS, the District is willing to provide groundwater service to Participant for a cost-based charge through the Transferred Facilities acquired under the Program, consistent with its water service contracts with the United States and applicable District rules and regulations; and

WHEREAS, Participant and District have entered into the Transfer Agreement, wherein Participant agreed to transfer the following Transferred Facilities to the District,

District Well No.	Pump Make	Pump Serial No.	Motor Make	Motor Serial No.	Motor HP

together with related starting equipment, customer-furnished portions of the electrical service installations, valves, pipeline and related appurtenances located at the above District well sites; and

WHEREAS, Participant can effect certain economies if it, subject to the supervision and control of the District, operates and maintains the Transferred Facilities at its expense; and

WHEREAS, the District is willing to permit Participant to undertake the operation and maintenance of the Transferred Facilities; and

WHEREAS, Participant is willing to undertake the operation and maintenance of the Transferred Facilities.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS;

1. Participant hereby elects to participate in the Program according to the terms and conditions contained herein and in the Procedures and the Transfer Agreement.

2. Participant shall operate the Transferred Facilities at its expense, with no cost to the District, in accordance with the terms contained in the Procedures.

3. Participant shall maintain in force, for the term of the Agreement, policies of liability insurance, providing limits of not less than $1,000,000.00 for each person and $2,000,000.00 for each occurrence for bodily injury or death, and not less than $1,000,000.00 property damage. Said policies shall name the District as additional insured (with the ISO CG 2010 endorsement form or equivalent) and shall provide that they will not be canceled or reduced in coverage without ten (10) days' prior written notice to the District. Prior to commencement of pumping, the Participant shall cause to be delivered to the District a copy of the certificate of insurance reflecting all essential coverage.

4. Participant shall maintain the Transferred Facilities at its expense, with no cost to the District. Maintenance requirements shall include the performance of overall plant efficiency tests, paid for by Participant, at intervals no greater than every two years following the initial efficiency test provided by Participant to determine Program eligibility. Participant shall bear any costs necessary to bring plant efficiency up to a minimum of 60% following any such efficiency test.

5. Participant hereby grants District a right of entry onto Participant's property for facility inspections, emergency repairs and routine maintenance.

6. Participant shall make, at its own cost and expense, any changes in the facilities that may be required pursuant to any statute, code or regulation by any federal, state or local agency having jurisdiction over such installations. If Participant fails to correct such problems or perform needed repairs, the District shall have the option of making the necessary changes or repairs and charging the cost to the Participant.

7. Participant will hold the District and its officers and employees harmless from any and all claims, loss, damage, injury and liability of every kind, nature and description directly arising out of Participant's care, operation and maintenance of the Transferred Facilities,

and from any potential claims Participant may have arising out of its participation in or the implementation of the Program.

8. This Agreement may be terminated at will by either party with 48-hour written notice.

9. For consideration of prior operations and maintenance obligations, Participant or his heirs or assigns shall have a first right refusal for acquisition of the Transferred Facilities from the District in the event that this Agreement is terminated.

Dated_____

WESTLANDS WATER DISTRICT

By_____

PARTICIPANT

_____

By_____

AGREEMENT
FOR TRANSFER OF GROUNDWATER PUMPING FACILITIES

This Agreement between _____, hereinafter referred to as "Participant," and Westlands Water District, hereinafter referred to as "District," to effect the transfer to District of certain of Participant's groundwater pumping facilities in order to allow the Participant to participate in the District's Groundwater Management Program ("Program") under the terms of the Agreement for Participation in Groundwater Management Program and For Operations and Maintenance of Transferred Facilities ("Participation and O&M Agreement") and the Groundwater Management Program Procedures ("Procedures"), attached thereto as Exhibit A.

RECITALS

WHEREAS, Participant and District have entered into the Participation and O&M Agreement; and

WHEREAS, Participant owns the hereinafter described groundwater pumping facilities consisting of a pumping unit(s), motor(s), starting equipment, customer furnished portions of electrical service installations, valves, pipeline and related appurtenances used to pump groundwater; and

WHEREAS, Participant desires to transfer these groundwater pumping facilities, with full operational control, to the District in order to receive District groundwater service under the Program and to facilitate the District's implementation of its Groundwater Management Plan.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Participant transfers to the District, effective _____, all of its right, title and interest in the following groundwater pumping facilities ("Transferred Facilities") consisting of the following described pumping unit(s) and motor(s):

District Well No.	Pump Make	Pump Serial No.	Motor Make	Motor Serial No.	Motor HP

together with related starting equipment, customer furnished portions of the electrical service installations, valves, pipeline and related appurtenances located at the above District well sites, provided that the length of pipeline transferred shall extend only to a point five feet beyond the water meter.

2. Participant grants to District, effective _____, an easement for the District to convey District water through Participant's pipeline(s).

3. All costs of title transfer, including both existing obligations to PG&E and any incremental charges claimed by PG&E for provision or installation of electric facilities at or to the site, shall be borne by Participant.

4. Participant warrants that it will satisfy all outstanding obligations which it has incurred in connection with the purchase and installation of the Transferred Facilities and agrees to reimburse the District for any expense which the District might incur by reason of Participant's failure to satisfy any of such obligations.

5. Participant will hold the District and its officers and employees harmless from any and all claims, loss, damage, injury and liability of every kind, nature and description directly or indirectly arising out of Participant's care, operation and maintenance of the Transferred Facilities, and from any potential claims Participant may have arising out of its participation in or the implementation of the Program.

Dated:_____

WESTLANDS WATER DISTRICT

By:_____

PARTICIPANT

_____

By:_____

WESTLANDS WATER DISTRICT

OFFICE--3130 N. FRESNO STREET/MAILING--P. O. BOX 6056, FRESNO, CA 93703
TELEPHONE: WATER ORDERS (559) 241-6250/OTHER (559) 224-1523/FAX (559) 241-6276

TERMS AND CONDITIONS FOR AGRICULTURAL WATER SERVICE

1. The allocation and furnishing of water shall be subject to all regulations of the Board of Directors of the District as the same may exist now or hereafter be amended or adopted. In the event of a conflict between these terms and conditions and the regulations, the latter shall be controlling.

2. All water shall be delivered pursuant to a request by the water user for the delivery of a specific flow rate to a specific parcel of land. The request shall be made within the time and in the manner prescribed by the General Manager.

3. Water will be furnished by the District subject to the terms and conditions under which it is made available to the District including, but not limited to, the requirements of federal Reclamation law. The District will use its best efforts, to the extent that it has water and capacity available and taking into account the requirements of other water users to receive water from District facilities, to provide such water in the manner and at the times requested. The District may temporarily discontinue water service or reduce the amount of water to be furnished for investigation, inspection, maintenance, repair, or replacement of any of the District's facilities. The District will give the water user notice in advance of such temporary discontinuance or reduction, except in case of emergency, in which event no notice need be given. In the event the District issues a notice to discontinue or curtail water use, and District facilities are required to be re-filled because the water user fails to discontinue or curtail such use within the prescribed time, the water user shall pay an administrative charge established by the Board of Directors for each point of delivery in violation. No liability shall accrue against the District or any of its officers, directors, or employees for damage, direct or indirect, because of the failure to provide water as a result of system malfunctions, interruptions in service necessary to properly operate and maintain the water distribution system, or other similar causes which are beyond the District's reasonable control.

4. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, all damage or claims for damage which may arise from his use of the water after it leaves the District's facilities. The water user further agrees that there are no intended third party beneficiaries established and nothing contained herein, expressed or implied, is intended to give to any person, partnership, corporation, joint venture, limited liability company or other form of organization or association any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the water user or the District shall be for the sole and exclusive benefit of the water user or the District.

5. The water furnished by the District is not in a potable state and the District does not warrant the quality or potability of water so furnished. By taking delivery of water from the District, the water user assumes responsibility for, and agrees to hold the District harmless from, damage or claims for damage arising out of the non-potability of water furnished by the District.

6. All water will be measured by the District with meters installed, maintained, and calibrated by it and such measurements shall be final and conclusive.

7. Charges for agricultural water, hereinafter referred to as "water charges," shall be established by the Board of Directors. The water charges shall include District operation and maintenance costs and any other costs determined by the Board to be payable as part of the water charges. The water charges

shall also include the applicable water rates required pursuant to the Reclamation Reform Act of 1982, the Central Valley Project Improvement Act of 1992, and the Judgment in Barcellos and Wolfsen, Inc., et al. v. Westlands Water District, et al., and Westlands Water District, et al. v. United States, et al., U.S. District Court, Eastern District of California, Nos. CV-79-106-EDP and CV-F-81-245-EDP, respectively. Water charges shall be adjusted retroactively to the extent required and authorized by federal or state law or regulations or District regulations. The General Manager may adjust the water charges as necessary and legally authorized to account for increases or decreases in the estimates used to establish the water charges.

8. Payments for water service shall be due on the 25th of each month or 15 calendar days after the date on which the monthly bill for such service is mailed, whichever is later. Payment for the "Water Allocation" component of the District's annual repayment obligation to the United States shall be due on July 25. Notwithstanding the foregoing, for those water users who are subject to advance payment, payment for water service shall be due on the 25th day of the month preceding the use of water; provided, that for water allocated prior to July 31, the due date shall be deferred to the earlier of the first day of water use or the 25th day of August; provided further, that in lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution or an assignment of any and all charges to land in the District owned by the water user. When any deadline established herein falls on a Saturday, Sunday, or holiday, it shall be extended to the next working day. Payments postmarked on or before the due date shall be deemed to have been received by the due date. Charges not paid by the applicable due date shall be delinquent.

9. All payments shall be made at the District's Fresno Office.

10. Advance payment shall be required for the acquisition costs of water transferred into the District from other agencies, pump-in water, or any allocation resulting from the District being able to obtain other water, prior to the allocation of such water to water users. The advance payment will be due by a date to be established by the General Manager. Conveyance-related costs for such water will be billed to water users upon water use.

11. All claims for overcharges or errors must be made in writing and filed with the District at its Fresno Office within 10 working days after the date the bill is received by the water user or landowner. In the event the water user or landowner files a timely written protest, the District's Finance & Administration Committee shall consider the protest at its next regular meeting and notify the water user or landowner in writing of its decision. The Committee's decision shall be final, unless a written appeal to the Board of Directors is filed with the Secretary of the District within 15 working days after notice of the decision. In the event of an appeal, the decision of the Board shall be final. The filing of a protest or an appeal does not nullify the payment requirement or the District's right to discontinue water service as provided in these terms and conditions. However, in the event the protest or appeal is sustained, the District will refund the amount of the overcharge and penalty, if any.

12. During any 12-month period, the penalty for a water user's first delinquent payment shall be 2 percent of the delinquent charges, except as described hereinafter. The second delinquency shall be 5 percent and the penalty for a water user's third and any subsequent delinquency shall be 10 percent, on current charges due, excluding any penalties or interest imposed on delinquent charges from a prior month. The 2 percent penalty shall not be levied with respect to a water user's first delinquency in any 12-month period if the delinquent payment is received by the District on or before the last working day of the month, but the delinquency shall continue to be the water user's first delinquency for purposes of this paragraph. Delinquent charges shall bear interest at a monthly rate of 1½ percent. Interest shall not, however, accrue after the delinquent charges together with applicable penalties and interest have been added to, and become a part of, the annual assessment levied on the land by the District. All payments and credits shall be applied to the earliest delinquent charges.

13. At the time of filing the District's assessment book with the District Tax Collector, delinquent charges, together with applicable penalties and interest, may be added to and become part of the assessment levied by the District on the land which received the water or for which other charges were incurred. If the water was not furnished, the applicable delinquent charges may be added to the land to which the water was allocated. The District shall notify the landowner of the anticipated amount(s) prior to adding the assessment. The added amount shall be a lien on the land and impart notice thereof to all persons. If the assessment becomes delinquent, penalties and interest will be added as provided by law.

14. To supplement the procedure described in Paragraph 13, the District may elect to file and record a Certificate of Unpaid Water Charges as provided in California Water Code Section 36729. This Certificate creates a lien in the amount of delinquent charges on any land owned by the delinquent water user, or acquired by the water user before the lien's expiration, within the recording County.

15. Agricultural water service shall not be provided to, nor shall a transfer of water be permitted to or from, any water user or parcel of land for which there are delinquent charges or assessments, regardless of the source of the water user's or parcel of land's obligation to the District or the nature of the District's service for which the charges were imposed, and notwithstanding the fact that the delinquent charges, including applicable penalties and interest, have been added to the assessment(s) on the parcel(s) for which they were incurred. Water service shall be discontinued on the 1st of the month following that in which charges or assessments become delinquent, or as soon thereafter as reasonably possible; provided, that when the 1st of the month falls on a Saturday, Sunday, or holiday, such service shall be discontinued on the next working day.

16. The General Manager may require that all current charges be paid before the transfer of remaining water will be allowed.

17. If a water user's delinquent charges are delinquent for 30 days or more, or if a water user's delinquent charges are added to the annual assessments on any lands within the District, or the procedure in paragraph 14 is implemented, the General Manager shall require, as a condition of resumption of water service, that advance payment of all water charges be made for the 12-month period immediately following resumption of service, according to a schedule to be determined by the General Manager. In lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution.

18. The General Manager, after consultation with and approval by the Finance & Administration Committee, may also require advance payment and/or payment by cashier's check or such other actions as he may deem necessary when a water user's account is determined, based on the payment history or other actions of the water user, to create a financial risk or hardship for the District. Circumstances which constitute the basis for such a determination include but are not limited to the following: (1) instances of a water user's checks being returned unpaid or (2) instances where a water user whose account is delinquent has, in violation of District regulations, taken water from a District delivery. In lieu of advance payment, the District, at its option, may accept in a form satisfactory to the General Manager a written guarantee from a recognized financial lending institution.

19. As used in these terms and conditions, the term "charges" includes water charges, land-based charges and payments due the District under any lease or other agreement between the District and the water user.

20. Agricultural water service shall not be provided to any water user who has failed to file, or to any lands for which there has not been filed, the certification or reporting forms required pursuant to Reclamation law, and particularly the Reclamation Reform Act of 1982. Any water delivered in violation of this provision may be subject to charges and administrative fees pursuant to federal law or regulation.

21. Agricultural water service shall not be provided to any water user who fails to provide the District with crop information at the time(s) and in the form required by the General Manager.

22. By applying for or taking delivery of agricultural water from the District, the water user agrees to these terms and conditions of service.

23. The District may modify or terminate these terms and conditions; provided, that such modifications or terminations are prospective only and notice thereof is given prior to the effective date.