

EXHIBIT 4-A

State of California
DEPARTMENT OF WATER RESOURCES
The Resources Agency



Weather Station Name:
Weather Station Number:
Date:

PERMIT TO USE LAND FOR CIMIS WEATHER STATION

Permission is hereby granted by _____ herein called "Landowner," to the State of California, Department of Water Resources, herein called "State," the Monterey Peninsula Water Management District, herein called "Cooperator," and their agents and contractors, to enter upon and use a portion of Landowner's property without charge, herein called "Site," in the County of Monterey, as outlined in red on the attached map for California Irrigation Management Information System (CIMIS) facilities, appurtenances, and incidents. This Permit includes permission for State and Cooperator to pass over certain other portions of Landowner's property as may be necessary for entrance to and exit from Site, and subject to the following conditions:

1. State, Landowner, and Cooperator will use the Site for the installation, maintenance and operation of a computerized weather station to collect weather information necessary for estimating crop water use under local conditions. This activity is an essential part of CIMIS, which is a project of the California Department of Water Resources to provide irrigation management information to California growers and irrigation water managers.
2. Site will be a well-maintained area with an approximate size of 150' x 150'. Site must be exposed to unrestricted wind and sun.
3. Landowner will, at no cost to State, provide water for irrigation of the Site. Landowner will be responsible for the maintenance and irrigation of all the grass at the Site, including area directly under the station. The irrigation system shall not impact the weather station in any way.
4. Cooperator will provide all equipment necessary for a complete CIMIS weather station. All equipment will meet State's specifications for CIMIS weather station equipment. The programming of the data logger will be identical to existing programming used in the CIMIS weather station network. Any exception to the programming used must be approved by State. Cooperator will be responsible for the installation and monthly service charges of telephone service to the weather station.
5. Cooperator will be responsible for the maintenance of the weather station and will maintain the weather station using the State maintenance procedures. State will provide a training manual and train Cooperator personnel on weather station maintenance procedures. Cooperator must use an aspirated psychrometer in the maintenance program. When required, State will help troubleshoot problems

Permit to Use Land for CIMIS Weather Station (continued)

- with the weather station. Cooperator will be responsible for the repair or replacement of all weather station equipment and sensors except the anemometer and pyranometer. State will service the anemometer every six months and the pyranometer annually or as needed.
6. State and cooperator will be responsible for the installation of the weather station for operation. State will be responsible for initial calibration of the weather station and for annual calibrations and will act as a technical advisor.
 7. Cooperator and landowner will provide State with any keys necessary, or allow State to place a State lock in a chain configuration with existing locks, in order to gain vehicle access to site. State will close all gates, as necessary, while visiting site.
 8. State may decide in the future to delete operations of certain sensors and/or begin using new and different sensor(s). If a different sensor is deemed necessary by DWR, the Cooperator will obtain the new sensor within six months of notification by State. The sensor will be installed by State.
 9. State's CIMIS computer will call the weather station automatically every day. The data will be checked and flagged by the quality control program. Eto will be calculated and all data (hourly, daily, and monthly) will be stored in the computer's database. All data will be accessible by the public.
 10. Cooperator will delegate at least one employee to take one or more of the CIMIS-related courses sponsored by DWR/Cal Poly, as appropriate. The courses are offered by California Polytechnic State University, San Luis Obispo. The most important courses are Agwater and Irrigation Evaluation. Cooperator will develop and implement a plan to disseminate the Eto information to the water users in their service area.
 11. This permit shall be effective for five years from the date of its execution, after which this permit may be terminated by State, Landowner or Cooperator, by that party giving thirty (30) days written notice to the other party. All rights, duties and liabilities of all parties hereto shall terminate upon termination of the permit.
 12. State will exercise reasonable precautions to avoid damage to people or property.
 13. As a material part of the consideration for this permit, State and Cooperator hereby waive any claim against or liability of Landowner related to, and jointly agree to indemnify, defend and hold harmless Landowner from and against any loss, damage, injury, accident, fire or other casualty, liability, claim,

cost or expense (including but not limited to attorney's fees) of any kind or character to any person or property arising from or caused by (i) any use of the Site by State, Cooperator or its representatives, (ii) any act or omission of State, Cooperator or any of their representatives (iii) any bodily injury property damage, accident, fire or other casualty on the Site (iv) any violation or alleged violation by State, Cooperator or its representatives of any law, ordinance, or regulation now or hereafter enacted with respect to the Site, and (v) any enforcement by Landowner of any provision of this permit, except where such loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense is caused by or arises from the active gross negligence or willful misconduct of the Landowner.

14. All notices, consents, approvals, requests, demands, and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or 72 hours after being deposited in the United States mail in the County of Monterey, State of California, duly certified or registered, return receipt requested, postage prepaid to the intended party addressed as set forth below.
15. This permit constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreement, representation and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this permit shall be binding unless in writing and executed by the parties hereto. No waiver of any of the provisions of this permit shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. This permit shall be construed and enforced in accordance with, and governed by, the laws of the State of California. This permit may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Landowner's prior written consent.

Darby Fuerst
5 Harris Court Bldg G
P.O. Box 85
Monterey, CA 93942
831-658-5652

Cooperator

Date

Landowner

Date

Approval Recommended By:

Land Agent

Date

Senior Land Agent

Date

Accepted:

State of California
The Resources Agency
Department of Water Resources

By: _____

Date: _____