TEMPORARY FACILITY LICENSE AGREEMENT

Identification of Parties

1. This License Agreement, TFLA-_____ is entered into on _____, by and between Henry Miller Reclamation District No. 2131 (HMRD), hereafter referred to as "Licensor," and _____, hereafter referred to as "Licensee."

Description of Property/Location

2. Licensor has a right, title, easement or interest to that certain real property situated in the unincorporated area of _____ County, California (hereafter referred to as the "Right-of-way"), and more particularly described as Assessor's Parcel Number _____ in Section ____, Township ____, Range ____. The location of the facility is located on said real property, crossing the right bank of HMRD's _____, approximately _____ feet _____. As shown on Exhibit A attached to this agreement.

Grant of License

3. Licensor grants to Licensee a license (hereafter referred to as "the License") to install a temporary _____ (the "Facility") within the Right-of-way. The Licensee must operate the Facility in accordance with all HMRD applicable standards and San Luis Canal Company ("SLCC") policies. Licensee may not use the Right-of-way for any other purpose or business without obtaining Licensor's prior written consent.

Assignment

4. This License shall not be assigned by Licensee without the prior written consent of Licensor.

Term

5. This License shall be for the immediate irrigation season, commencing on the date of this License and is revocable by the Licensor, and ending at a time reasonably calculated for removal of the Facility following that irrigation season, but in no event longer than 30 days from the end of the irrigation season.

Termination of Agreement

6. Licensor shall have the right to terminate this license without cause or hearing upon the giving of thirty (30) days written notice. In the circumstances where the notice of termination is given, upon written request of Licensor, the Facility installed by the Licensee shall be removed in accordance with a written plan submitted by the Licensee to Licensor and approved in writing by the Licensor. The costs of removal and return of the site to reasonable and good condition shall be borne by the Licensee, whether completed as described above or by HMRD if Licensee does not comply with the terms of this Agreement.

Maintenance and Use

7. Licensee shall be responsible for maintenance and repair of the Facility. Should the Facility require maintenance or repair, Licensee will use best efforts to avoid damage to HMRD's facilities. Licensee, including, but not limited to Licensee's tenants, agents, employees, and consultants, shall be responsible for any damages to the Facility and HMRD facilities resulting from Licensee's activities. Licensee shall promptly repair any damage to HMRD facilities at Licensee's sole expense.

Indemnity

8. Licensee, as a material part of the consideration to be rendered to Licensor under this Agreement, waives all claims against Licensor for damages to all personal property in, on, or about

the Right-of-way, and for injuries to persons in or about the Right-of-way, from any cause arising at any time. Further, Licensee agrees to hold Licensor exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) the Facility, (b) Licensee's use of the Right-of-way, or (c) Licensee's failure to keep the Right-of-way and surrounding areas clean and in good condition. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Right-of-way or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Right-of-way, as well as all damage to occupants of the Right-of-way and to the property of those occupants caused by Licensee's misuse or neglect of the Right-of-way, as well HMRD's expenses for removal of the Facility if Licensee fails to remove the Facility. Licensee agrees to hold HMRD harmless for any damage to the Facility caused by Licensor.

Insurance

9. Licensee further agrees to maintain in full force during the term of this License, at Licensee's own expense, a policy of comprehensive liability insurance, including bodily and personal injury liability and property damage, which will insure Licensee and Licensor against liability for injury to persons, damage to property, and death of any person due to the Facility or occurring in or about the Right-of-way. The policy shall be approved as to form and insurance by Licensor. The insurance shall be not less than $1,000,000 each occurrence and $2,000,000 annual aggregate and shall name Licensor as additional insured. Licensee shall provide Licensor with a copy of the policy withing thirty (30) days of agreement.

Attorneys' Fees

10. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

11. The attached HMRD Standards or additional documents_____, are made part of this agreement. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee.

Executed on _____.

LICENSEE	LICENSOR
_____	_____
_____	_____
_____	Henry Miller Reclamation
_____	District No. 2131