

EXHIBIT 33

TUOLUMNE UTILITIES DISTRICT APPLICATION AND AGREEMENT FOR SURPLUS WATER SERVICE

Scott Baker, hereinafter called "Applicant," has requested TUOLUMNE UTILITIES DISTRICT, hereinafter called "District," to sell to Applicant, when available, non-potable untreated "Surplus Water" and deliver the same to Applicant from the District's Providence Ditch, at the rate applicable to a 10.000 ~~10.000~~ mile ~~10.000~~ inch, at a cost per unit delivered determined by applying Rate Schedule (Providence) (fee rate schedule) for use on the N/A acre parcel, that is Tuolumne County Assessor's Parcel Number N/A and being located at (service address) T. O. Miller Rd / Colusa, CA, telephone # (916) 344-5173.

For the Application will be considered complete, a map showing: 1) location of property, 2) area to which water will be applied, and 3) point of service, must be attached hereto. The use of water under this application is restricted to lands, area, quantity and flow of water, and purpose of use as stated herein. Any use other than stated herein, including but not limited to applying water to lands other than indicated on the attached map will be considered sufficient cause for the District's immediate termination of this application.

The District is willing to comply with Applicant's request subject to the following terms and conditions:

1. All deliveries of water hereunder will be made in accordance with District's Rules and Regulations applicable to such service, it being agreed, however, that nothing will prevent District from ceasing, restricting or apportioning deliveries hereunder in the case of insufficient water supply.
2. Applicant shall pay District in full immediately upon receipt of billing from the District for untreated water at the rate and charges set forth in the District's Raw Water Rate schedule identified herein above, and as revised from time to time by the District's Board of Directors.
3. Applicant hereby acknowledges notification that all water supplied hereunder is untreated water from open ditches, canals and conduits and is unfit for human consumption. Water provided hereunder is not intended nor in any way offered, and shall not be used for residential or domestic uses including, but not limited to drinking, cooking or bathing. Any such use of this water shall be grounds for the District to immediately terminate this agreement and District shall thereby be released from any obligation for the delivery of such water.
4. Deliveries of water hereunder shall be made at the point where Applicant's water conduit contacts District facility and measurements shall be made as near thereto as practicable. All necessary works for the measurement and diversion of water from said facility shall be installed, owned, maintained and operated by District. The cost to the District of all labor and materials, including measuring devices, for the diversion of water from said facility shall be born by Applicant. All conduits and right-of-ways necessary for receiving and conveying water from said point of delivery to Applicant's point of use shall be provided and installed by Applicant and Applicant shall be responsible for the maintenance and operation thereof. Applicant's failure to operate and maintain the same shall be cause for discontinuance of service.
5. District shall have the right to temporarily discontinue water deliveries hereunder in order to perform necessary maintenance, repairs or improvements to the canal system or associated facilities. It is not uncommon for these outages to last seven or more consecutive days. In the event of a reduction or interruption of the water supply because of drought, errors in operation, or other causes beyond the control of the District, no liability shall accrue to the District, or its officers, agents or employees for any damage arising therefrom. Applicant shall indemnify and hold the District harmless against any claim or action arising out of any injury, illness or damage resulting from the unauthorized use of such water.
6. In the event of non-payment of water charges, District may discontinue the delivery of water, and may additionally record a claim of lien upon the property to which water is provided.
7. The term of this agreement shall be from the date of execution through the end of the current calendar year, provided, either party shall have the right to terminate this agreement by giving the other party thirty (30) days written notice.

Executed this 20th day of October 2003

Applicant:
Scott Baker
Applicant Signature

Tuolumne Utilities District
[Signature]
District Representative

Mailing Address 2787 Shaw Fork Way

City Boise State ID Zip 83706