

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

North San Joaquin Water Conservation  
District  
P.O. Box E, Victor, CA 95253

For recorder's use

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**PETITION AND AGREEMENT TO INCLUDE LAND INTO  
THE SOUTH SYSTEM WATER USERS IMPROVEMENT DISTRICT NO. 3  
OF NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
AND TO LEVY AN ASSESSMENT ON THE LAND**

This Agreement is entered into as of the latest date entered next to the signatures below, between \_\_\_\_\_ (“Landowner”), the record owner(s) of the land identified with particularity in Exhibit A (“Property”) incorporated herein, and the Board of Directors of the North San Joaquin Water Conservation District, acting as Trustees for Improvement District No. 3 (“Trustees”), individually referred to as “Party” and collectively referred to as “Parties.”

**RECITALS**

- A. The Board of Directors of North San Joaquin Water Conservation District (NSJWCD) received a Petition for formation of the South System Water Users Improvement District No. 3 (ID #3) from a group of landowners (not including the Landowner) on October 29, 2018. NSJWCD officially formed ID #3 on December 17, 2018 through Resolution 2018-15, recorded in San Joaquin County official records \_\_\_\_\_;
- B. Thereafter, Trustees received this Petition/Agreement from Landowner to include the Property, consisting of \_\_\_\_ acres, into ID #3;
- C. Landowner’s Petition/Agreement was submitted to and approved by the ID #3 Advisory Committee on March 11, 2019 and by the Trustees on \_\_\_\_\_, subject to Landowners execution of this Agreement;
- D. Landowner desires to include the Property into the ID #3 on the terms set forth in this Agreement and to proportionately share in the capital costs and the annual operation and maintenance costs for the improvements necessary to deliver NSJWCD surface water to lands within ID #3.

**AGREEMENT**

- 1. Inclusion Processing Fee; Initial Connection Fee.**
- a. Inclusion Processing Fee. Upon submitting this Petition/Agreement to NSJWCD, Landowner shall pay \$1,000 per application to cover NSJWCD’s cost to process the Petition/Agreement and to cover the cost of publishing notice of the public hearing.

- b. **Initial Connection Fee.** Within 30 days of the date the NSJWCD Board of Directors adopts a Final Order including the Property into ID#3, Landowner shall pay a Connection Fee to NSJWCD for the Capital Assessment account of ID#3. The Connection Fee shall be equal to the ID#3 acreage assessment that has been imposed for all prior years as of the date of the Final Order of the NSJWCD Board of Directors to include the Property within ID#3 is adopted. Inclusion into ID#3 shall not be effective until NSJWCD has received the Connection Fee.
2. **Lands Included.** Upon payment of the Connection Fee, the Property shall become part of ID #3.
3. **Voluntary Assessment and Lien.** Landowner agrees that the Property will be subject to an annual assessment of \$50.00 per acre each year for ten years (“acreage assessment”), with            being the last year when the annual assessment will be payable, to fund the balance of the cost to complete the Proposed Improvement Plan for ID #3, or such other assessment as are duly approved by the landowners of ID #3. Landowner agrees that the assessment shall be a lien on the Property as provided in the Water Code.
4. **Waiver of Right to Notice and Opportunity to Vote on the Existing Assessment under Proposition 218 and the Water Code.** Landowner acknowledges that ID #3 was formed, and the acreage assessment for ID #3 was imposed in compliance with the provisions of Proposition 218 and the Water Code (“Existing Assessment”) prior to when Landowner decided to join ID #3. As to the Existing Assessment, Landowner expressly waives the right to notice of formation or levy of assessment under the Water Code, Proposition 218 or any other law, waives the right to cast vote under Proposition 218 on the assessment, and agrees not to challenge the assessment on that basis.
5. **Terms and Conditions of Petition for Formation and Other Documents.** Landowner acknowledges that it has read and understands the terms and conditions of the original Petition for Formation for ID#3, the Engineer’s Report for ID#3, and the Final Order by the NSJWCD Board of Directors forming ID#3 and levying the assessment, and agrees to those terms and conditions.
6. **Payment of Other NSJWCD Charges in addition to Annual Assessments.** Landowner understands that the Landowner will need to pay NSJWCD annually for other charges, such as a Water Charge and other applicable NSJWCD assessments.
7. **Landowner Representations; Notification to Property’s Debt Lienholders.** By signing below Landowner represents and warrants that it is the record owner of title to the Property. Landowner also represents and warrants that the names and addresses of all existing debt lienholders that hold liens on the Property are attached hereto as Exhibit B. When the NSJWCD Board of Directors schedules a public hearing on the Petition/Agreement, NSJWCD will mail the notice attached hereto as Exhibit C, to all of the lienholders listed in Exhibit B of their right to object to the imposition of the ID#3 lien on the Property, which lien would be senior to their existing liens.

**LANDOWNER**

<RECORD HOLDER OF TITLE>

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

**TRUSTEES**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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**EXHIBIT A – PROPERTY**

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**EXHIBIT B – NAME AND ADDRESSES OF LEIN HOLDERS**

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**EXHIBIT C – FORM OF NOTICE TO LIEN HOLDERS**

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