

**APPLICATION FOR IRRIGATION SERVICE
ABANDONMENT AGREEMENT**

1. Applicant's name _____
 2. Landowner's name _____
 3. Mailing Address _____
Telephone # _____
 4. Location of requested property : APN# _____
Address: _____
 5. When was the last time this property received District water? _____
 6. Briefly describe any structures you have connected to District facilities _____

 7. What crop, if any, is being grown on property? _____
 8. Do you plan to continue irrigating this property? If so, how? _____
 9. Have you received any conservation funding from the District in the last 5 years? _____
-

**PLEASE NOTE: PARCELS SIGNING OFF OF DISTRICT WATER AFTER JANUARY 27, 2015
ARE SUBJECT TO PAYMENT OF THREE YEARS WATER CHARGES IF OWNER
DECIDES TO SIGN THE PARCEL BACK ON TO DISTRICT WATER.**

1. After Board approval, the final Agreement will be prepared for you by the District.
2. Your notarized **signature** is required for recording, because this is a recorded document, **all legal owners of the property must sign the Agreement**. A notary public is available in our office, for your convenience. Our business hours are 7:30 A.M. - 4:30 P.M., Monday-Friday.
3. A copy of the current deed which includes a legal description of the property will need to be provided.
4. Fees:
 - \$100 Administration Fee
 - Recording Fees – to be determined
 - Outstanding Water Charges – to be determined
5. Work on structures connected to District facilities needing to be disabled will need to be done during the off-season.
6. Your completed application will be reviewed & processed according to District policy.

APPLICANT'S SIGNATURE _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
SAN JOAQUIN COUNTY, CALIFORNIA

POLICY FOR IRRIGATION SERVICE ABANDONMENT

Effective Immediately

Adopted by board action on June 10, 2014

1. Purpose

This policy sets forth the requirements of the South San Joaquin Irrigation District (“District”) when an owner of land (“Owner”) in the District desires to no longer receive irrigation water service or be charged for this service as to a specific parcel of land (“Subject Property”).

2. Conditions for Irrigation Service Abandonment

If Owner desires to no longer receive irrigation water or be charged for this service as to the Subject Property, Owner shall be subject to the following requirements:

- A. Complete District’s application and provide such information as may be required for District to process the application.
- B. OWNER shall disable to District’s satisfaction all connecting irrigation facilities, whether owned by Owner or District, which are, or were, used to serve Subject Property, unless it is infeasible in the District’s judgment.
- C. Pay (i) any and all delinquent District assessments and/or charges that are liens against the Subject Property, (ii) the per-acre water charges and (iii) volumetric charges due until Owner’s application is approved and all conditions imposed by District have been satisfied.
- D. Owner is required to sign and deliver to District in recordable form, District’s form of Irrigation Service Abandonment Agreement, incorporating the terms necessary to implement the conditions to District’s approval, and pay District’s \$100.00 charge for processing Owner’s application and recording fees charged by the San Joaquin County Recorder.
- E. District’s approval of Owner’s application is not effective until all of the conditions imposed on it have been satisfied.
- F. If Owner has received funding from District’s Water Conservation Program for the Subject Property, and 5 years have not passed since the funds were received, Owner will return a fraction of the funds received. The denominator of the fraction will be 60, and the numerator will be the number of months remaining in the 5 year period, rounded to the nearest whole number.

3. Effect of District’s Approval of Irrigation Service Abandonment Agreement

When all conditions to District’s approval of the Irrigation Service Abandonment Agreement as to the Subject Property have been satisfied:

- A. The Owner of the Subject Property will no longer be subject to the District's annual charges or assessments as to the Subject Property.
- B. The Owner of the Subject Property will be required to pay recharge fees in accordance with the District's policy and in amounts set by DISTRICT'S Board of Directors from time to time, unless the Subject Property is exempt in accordance with the District's policy.
- C. If Owner or Owner's successor as owner of the Subject Property applies to the District restore irrigation water service to any portion of the Subject Property, Owner is subject to the District's Policy for Rescinding Irrigation Service Abandonment, as then in effect, and the District's Board of Directors may reject an application to restore service to the Subject Property, approve the application or condition its approval on such terms as it determines to be necessary.

AGREEMENT # _____

AFTER RECORDING MAIL TO:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
P.O. BOX 747
RIPON, CALIFORNIA 95366

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
IRRIGATION SERVICE ABANDONMENT AGREEMENT
(Adopted by Board action on June 10, 2014)

Parcel is subject to "RECHARGE FEE": _____

Parcel is "EXEMPT" from charges due to "ACREAGE": _____

Parcel is "NON-AGRICULTURAL" and is "EXEMPT" from fees: _____

Parcel is served by a MUNICIPAL SOURCE and is "EXEMPT" from fees: _____

Parcel is "EXEMPT" from fees due to HIGH GROUND WATER TABLE AREA: _____

THIS IRRIGATION SERVICE ABANDONMENT AGREEMENT made and entered into this _____ day of _____, _____, by and between SOUTH SAN JOAQUIN IRRIGATION DISTRICT (the "DISTRICT") and _____ ("OWNER")

RECITALS:

A. OWNER is the owner of fee simple title to real property, identified as APN____, which is a portion of Section ___ Township __South, Range__ East M.D.B.&M. which is located within the boundaries of the DISTRICT, and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference as though fully set forth (the "Subject Property").

B. OWNER either utilizes a community ditch or private irrigation facility to receive DISTRICT provided surface irrigation water supplies. DISTRICT owns easements either (1) leading up to the community ditch or private irrigation facility, or (2) traversing Subject

Property, which are utilized for conveying irrigation or drainage water as part of the DISTRICT'S governmental purposes.

C. OWNER finds that utilization of DISTRICT provided irrigation water is no longer required for Subject Property and wishes to avoid paying certain DISTRICT charges as noted in Agreement heading.

NOW, THEREFORE, DISTRICT and OWNER, ON BEHALF OF ITSELF AND ALL SUCCESSORS TO, AND ASSIGNS OF THE SUBJECT PROPERTY, AGREE AS FOLLOWS:

1. OWNER waives and abandons any and all rights, if any there be, to have water delivered by DISTRICT to Subject Property, except as provided below.

2. As a condition of DISTRICT'S entering into this Agreement, unless it is infeasible in the DISTRICT'S judgment, OWNER shall disable to DISTRICT satisfaction all connecting irrigation facilities, whether owned by OWNER or DISTRICT, which are located on Lateral_____ at Station _____ more or less and which are, or were, used to serve Subject Property. However, this condition is without prejudice to the rights and obligation of OWNER to re-activate said connecting irrigation facilities in the event that OWNER'S future application to restore the Subject Property service is approved by DISTRICT'S Board of Directors. DISTRICT shall bear no expense with regard to removal or destruction of pipelines, valves or facilities of any kind in connection with Subject Property. Such removal or destruction, if deemed necessary, shall be at the expense of the OWNER.

3. In the future event that OWNER or OWNER'S successors desire to rescind this service abandonment, OWNER understands that, as a result of its not utilizing DISTRICT provided surface water that DISTRICT may not, in the future, have sufficient surface water supplies to meet OWNER'S needs, may not have adequate facilities to serve the Subject Property or may otherwise not be capable of serving the Subject Property without affecting other users. The DISTRICT'S Board of Directors may reject OWNER'S application to restore service to the Subject Property on any of the grounds described above, approve the application or condition its approval on such terms as it determines to be necessary. It is agreed that OWNER and its successors shall have no right to make a legal claim or action against the DISTRICT for: (i) failure to provide water, (ii) failure to provide quality water, (iii) alleged crop damages, (iv)

devaluation of Subject Property, and (v) the inability of the Subject Property to sustain other types of land uses. However, should OWNER or its successors make claim against DISTRICT, OWNER and its successors in interest agree that one dollar shall be the maximum settlement in any such claim or action and further shall reimburse DISTRICT for all legal expenses involved in its defense.

4. This Agreement shall be binding upon OWNER and any assignee or successor to OWNER of Subject Property or any part thereof. OWNER acknowledges that it is not finally waiving the right to receive water from DISTRICT, but such right is subject to the conditions and limitations on return to service in Section 4. DISTRICT is not waiving its right to fully charge or assess the Subject Property or any part thereof and this Agreement shall only act to permit OWNER to avoid paying DISTRICT'S annual charges or assessments in connection with entitlement to receive surface water. OWNER is subject to payment of recharge fees in accordance with DISTRICT'S policy and in amounts set by DISTRICT'S Board of Directors from time to time, unless there is an "X" marked in the any of the "Exempt" spaces in the text below the title of this Agreement.

EXECUTED AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

("DISTRICT")
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____
Robert Holmes, President (SSJID)

"OWNER"

By: _____

By: _____

Mailing address:

Telephone #:

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED