

**APPLICATION FOR AMENDMENT OF IRRIGATION SERVICE
ABANDONMENT AGREEMENT**

1. Applicant's name _____
2. Landowner's name _____
3. Mailing Address _____
Telephone # _____
4. Name of Lateral you plan on irrigating from _____
5. Location of requested property :APN# _____
Address: _____
6. Briefly describe how you anticipate irrigating the property _____

7. How was this property previously irrigated? _____

8. Has the property ever irrigated with District water in the past? _____
If yes, when was the last time this property used District water? _____
9. When do you wish to begin using District water? _____

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

1. A copy of the **current** deed which includes a legal description of property.
2. Last two years of water charges.

BRING COMPLETED FORM & NECESSARY DOCUMENTS TO SSJID

1. 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. Your completed application will be reviewed & processed according to District policy. A determination will be made as to the feasibility and a recommendation will be made to the Board of Directors.
4. If a new structure is needed, Owner will need to apply for a Structure Permit.

APPLICANT'S SIGNATURE _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
SAN JOAQUIN COUNTY, CALIFORNIA

POLICY FOR RESCINDING 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 rescind an Irrigation Service Abandonment Agreement which Owner previously entered into with the District.

2. Conditions for Rescinding Service Abandonment

If Owner desires to again have water delivered by District to the Subject Property, or any portion thereof, Owner shall be subject to the following requirements:

- A. Submit an application to District with such information as District shall require, one year in advance of its desire to be restored to District service. The one year notice provision may be waived by action of the District’s Board of Directors if Owner or its successors experiences an emergency; however, District in making its decision to waive the notice provision may adopt special considerations and fees for Owner’s compliance.
- B. At Owner’s cost and expense,(i) acquire the necessary easements and rights of way, (ii) install, per District specifications, suitable pipelines and other facilities that would enable District to deliver water to the subject property, and (iii) reactivate connecting irrigation facilities.
- 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 due during the year in which time notice is given to District of the Owner’s intent to rescind service abandonment, and (iii) pay the per-acre water charges due for the year in which irrigation service is to be rendered. Notwithstanding the provisions of subparagraphs (ii) and (iii) above, Owner shall be required to pay District the greater of the water charges described in (ii) and (iii) above, or two times the annual per-acre water charge at the highest rate imposed by District within the last ten (10) years, before the date of this Agreement.
- D. District may require Owner to install an individual meter to accurately measure water delivered to the Subject Property at Owner’s expense according to the District’s specifications. If the meter measures water deliveries to multiple parcels, Owner acknowledges that the Subject Property and other parcels receiving water will be charged for the amount of water used based on the proportional percentage of irrigated acreage. Unless a meter is required to measure water delivered to the Subject Property, Owner acknowledges that water will be charged for the amount of water used based on a time vs. flow calculation.

- E. Owner is required to sign and deliver to District in recordable form, District's form of Amendment to Irrigation Service Abandonment Agreement, incorporating the terms necessary to implement the conditions to District's approval and pay District for the recording fees charged by the San Joaquin County Recorder.

3. District May Reject an Application to Rescind Service Abandonment

As a result of its not utilizing District provided surface water, the 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, reject Owner's application if it determines that approving Owner's application is otherwise not in the District's best interests, approve the application subject to the conditions in this policy or condition its approval on such other terms as it determines to be necessary.

4. Effective Date for Return to Service

Owner is entitled to irrigation service to the Subject Property on the terms set forth in the Amendment to Irrigation Service Abandonment Agreement, if Owner's application is approved by District's Board of Directors and when all conditions to District's approval have been satisfied.

AGREEMENT # _____

AFTER RECORDING MAIL TO:

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

**AGREEMENT TO AMEND
IRRIGATION SERVICE ABANDONMENT AGREEMENT
(Adopted by Board action on June 10, 2014)**

This Agreement to Amend Irrigation Service Abandonment Agreement is made and entered into this ____ day of _____, 20____, by and between SOUTH SAN JOAQUIN IRRIGATION DISTRICT ("District") and _____ ("Owner"),

RECITALS:

A. Owner is the owner of fee simple title to the real property identified as San Joaquin Assessor's Parcel Number _____, which is a portion of Section _____, Township _____ at 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. District and Owner entered into an Irrigation Service Abandonment Agreement ("Agreement") dated _____, bearing District Agreement number _____ and recorded on _____ as Instrument number _____ in San Joaquin County. By the terms of the Agreement, Owner terminated any right to receive water from the District to irrigate the Property.

C. Owner desires to amend the Agreement in order to receive irrigation water for the Property from District.

NOW, THEREFORE, DISTRICT AND OWNER AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

AGREEMENT

1. Owner shall, in compliance with District requirements and without cost or expense to District:

(a) complete a District Structure Permit for all standard irrigation and drainage structures and their appurtenances necessary to irrigate the Subject Property from District works and facilities or to be constructed within District easements or rights-of-way; and

(b) acquire at Owner's expense all easements and rights-of-way and construct all pipelines and other irrigation and drainage works that are necessary for District to provide irrigation service to the Property in accordance with District's standard plans and specifications.

2. Owner has, in compliance with the terms and conditions of the Agreement:

(a) paid to District the per-acre Water Charge due during the year in which written notice was given to District of the Owner's desire to receive irrigation water for the Property from District, and

(b) paid to District the per-acre Water Charges due for the year in which irrigation service is to be rendered.

3. Owner has paid to District all other fees and amounts which were, and are, necessary to process and record this Agreement.

4. Owner shall pay District's annual water charges for the Subject Property at the rates established by District's Board of Directors from time to time and to such other fees, charges or assessments now or hereafter charged landowners within Districts boundaries.

5. The Subject Property shall be subject to all the laws of the State of California, including those relating to irrigation districts in Division 11 of the California Water Code and to the rules and regulations of District now existing or hereafter made and to all resolutions, agreements, obligations, and responsibilities of District, both existing and as may be added or changed from

time to time.

6. This Agreement shall constitute a covenant, both as to the benefits and burdens, running with the Subject Property and shall be binding on Owner and all successive owners of the Subject Property, or any portion thereof, for the benefit of District.

7. This amendment only amends the Agreement as it applies to the Subject Property.

8. The foregoing provisions are subject to the following additional conditions to District's delivery of irrigation water to Owner in accordance with this Agreement:

a.

Executed as of the day and year first herein above written.

SOUTH SAN JOAQUIN IRRIGATION DISTRICT
"DISTRICT"

By _____
Ralph Roos, Its President

"OWNER"

By _____

By _____