

**STAFF**

Steve Schwabauer, General Manager  
Jennifer Spaletta - General Counsel  
Roger Masuda - Special Counsel  
Shasta Burns - Deputy Secretary  
Daniel de Graaf - District Engineer  
Robert Granberg – Grants Administrator

**BOARD OF DIRECTORS**

President - Joe Valente  
Vice President – Jason Colombini  
Secretary – Brady Colburn  
Treasurer - Charles Starr II  
Director – David Simpson

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
NOTICE OF MEETING AND PUBLIC HEARING AND AGENDA FOR  
REGULAR MEETING OF THE BOARD OF DIRECTORS**

**Monday, May 18, 2026  
2:00 p.m.  
Lodi Grape Festival Grounds- Barrel Room  
413 E. Lockeford St, Lodi CA 95240**

The agenda and all noted documentation may be viewed and downloaded at [www.nsjwcd.com.org](http://www.nsjwcd.com.org) . Requests to receive the agenda and documentation by e-mail may be submitted in writing to the Secretary of the Board. The NSJWCD printed agendas are posted at the District’s location of business at: 498 E. Kettleman Lane, Lodi. The District’s mailing address is: PO Box 334, Victor CA 95253.

**NOTICE:** Members of the public may address the Board of Directors concerning any agenda item during the Board’s consideration of that item. The public may address non-agenda items at the end of the regular meeting. No action will be taken on those items; however, the Board may agendize items for future consideration.

- 1. Call to Order - Roll Call - Acceptance of Agenda**
- 2. Correspondence/Announcements**
- 3. Action Items**

Any and all of **the following agenda items are subject to action** being taken by the Board of Directors by motion, resolution or ordinance.

**Action items may be added to the agenda** upon determination by a majority vote of the Board that an emergency exists, as defined by state law, or by a 2/3 vote of the Board that (1) there is a need to take immediate action; and (2) that the need for action came to the District’s attention after the agenda was posted.

**A. CONSENT CALENDAR**

- 1. Approval of the Minutes for the Regular Scheduled Board Meeting on April 27, 2026 (*attachment 1*). Pages 5-8

**B. FINANCIAL/ADMINISTRATIVE**

- 1. Receive and Approve April, 2026 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers (*attachment 2*) pages 9-11

2. Approve Payment of Bills (attachment 3) page 12
3. Receive Update on three-month cash flow projection (attachment 4) p.13
4. Update on Quotes for Tractor/Mower (attachment 5) pages 14-20
5. Update on Groundwater Charge Timeline
6. **Resolution 2026-01** Regarding 2026 Surface Water Irrigation Rates (attachment 6) pages 21-24
7. **Resolution 2026-02** Declaring an election be held in NSJWCD; requesting board of supervisors to consolidate this election with any other election and requesting election services by the Registrar of Voters. (attachment 7) pages 25-28
8. Provide Direction to Staff on Formation of ID 4 (attachment 8) pages 29-38
9. Provide Direction to Staff on Draft 2026-27 Budget (Attachment 9) p.39-42

#### C. CONTRACTS

1. **Resolution 2026-03** Regarding Locust Tree Property Acquisition; Authorizing General Manager to enter Purchase and Sale Agreement, Easement and Locust Tree Water Agreement related to purchase of the Western 15.97 Acres of APN 05113056 (attachment 10) pages 43-81

#### CI. SYSTEM AND PROJECTS

1. Engineer's Report and Operations Plan
2. North System
  - i. NS Phase 2 update
3. South System
  - i. SS Locust Tree Basin Discussion (attachment 11) pages 82-91
4. Cal-Fed/Woodbridge
5. Tracy Lake ID

#### CII. Grant Activity

1. Update on Prop 4 SWEEP Grant Application

#### CIII. Adopt Master Plan – Link in email and below for review

1. Adopt District Master Plan –

[www.nsjwcd.com/10-year-master-facilities-plan](http://www.nsjwcd.com/10-year-master-facilities-plan)

#### CIV. Groundwater Charge

#### CV. Sustainable Groundwater Management Act/ GWA Activity

- I. MICUP/SJC Mokelumne River Application
- J. Bay Delta /Healthy Rivers and Landscapes
- K. Landowner communications
- L. Board Planning Calendar

#### **4. Director and Staff Reports**

- A. Directors Reports
- B. Committee Reports
- C. Other

#### **5. Public Comment on Items Not on the Agenda**

Interested persons in the audience are welcome to introduce any topic within the jurisdiction of the NSJWCD Board. The time allowed for each speaker for comments made by the public is limited to 3 minutes. Matters presented under this agenda item may be discussed, but no action can be taken by the Board at this meeting except as follows:

- Briefly respond to statements made or questions raised.
- Ask a question for clarification.
- Provide a reference to staff or other resources for factual information.
- Request staff to report back at a subsequent meeting.
- An individual Board member or the Board itself may have the matter placed on a future agenda.

#### **6. Closed Session – 4 items**

Closed Session pursuant to Section 54956.9(a) Existing Litigation  
CONFERENCE WITH LEGAL COUNSEL – *California Sportfishing Protection Alliance v. Eastern San Joaquin Groundwater Authority, et al., Stanislaus County Superior Court, Case No. CV-20-001720*

Closed Session pursuant to Section 54956.9(a) Existing Proceeding  
CONFERENCE WITH LEGAL COUNSEL – *SWRCB Pending Application A029835*

Closed Session pursuant to Section 54956.9(a) Anticipated Litigation – two cases Bay Delta/Flow Proceeding, and one case where facts shall not be disclosed because they are unknown to potential litigants

Closed Session pursuant to Government Code Section 54956.8 Real Property Negotiations– a) North System Easements and Leases – Negotiators are General Counsel Jennifer Spaletta and General Manager Steve Schwabauer for the District and for the landowners, Thomas and Jean Powell, Lodi CA APN 017-250-07, James Patrick and Sandra Marie Hale Trust, 01725008, Karen Somers 01725016 b) South System Recharge Locations Negotiators are Vic Mettler on behalf of Kay Mettler Trust APN 05113076, Larry Mettler on behalf of Lawrence and Charlene Mettler Trust APN 05113065 and Drew Rotner on behalf of Locust Tree LLC APN 051-13-

056; and Maria Doi APN 06307022 and Benjamin and Shirley Goehring Trust APN 05113061.

Closed Session pursuant to Section 54957b – General Manager Contract Review

### **Return to Open Session**

All reportable actions taken in closed session will be announced in open session following the closed session and will be duly noted in the official minutes of the meeting.

### **7. Motion to Adjourn**

**Next Regular Meeting May 18, 2026** from 2:00 PM- 4:00 PM

Lodi Grape Festival Grounds- Barrel Room

413 E. Lockeford St, Lodi CA 95240

**Action may be taken on any item**

*Agendas and Minutes may also be found at [http:// www.NSJGroundwater.org](http://www.NSJGroundwater.org)*

*Note: If you need disability-related modification or accommodation in order to participate in this meeting, please contact North San Joaquin Water Conservation District Staff at (209) 712-1693 at least 48 hours prior to the start of the meeting*

President Joe Valente - Area 3  
Vice President Jason Colombini - Area 2  
Director David Simpson – Area 1  
Treasurer Charles Starr – Area 4  
Secretary Brady Colburn – Area 5

General Counsel Jennifer Spaletta  
Special Counsel Roger Masuda - Absent  
Daniel deGraaf – District Engineer  
Deputy Secretary – Shasta Burns  
General Manager – Steve Schwabauer

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
REGULAR MEETING AND CONCURRENT SPECIAL MEETING  
OF THE BOARD OF DIRECTORS

Lodi Grape Festival Grounds – Barrel Room  
413 E. Lockeford Street, Lodi, CA

**Monday, April 27, 2026**

**REGULAR MEETING**

1. **Call to Order - Roll Call - Acceptance of Agenda** - The meeting was called to order by President Valente at 2:03 p.m. A motion for the acceptance of the Agenda of April 27, 2026, 2026 made by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.
2. **Correspondence/Announcements** – Camanche Reservoir is open for boats on Friday! EBMUD BBQ will be held on May 15, 2026.
3. **Action Items** Note: Votes recorded as: For/Against/Abstention (name)

**A. CONSENT CALENDAR**

Approval of the Minutes of the Regular Scheduled Board meeting on March 30, 2026. A motion to approve the meeting of the Regular Scheduled Board Meeting on March 30, 2026 with a date correction on Minutes portion under Agenda item #1, call to order on March 30, 2026 not February 23, 2026, and the Special Meeting Minutes for on April 1, 2026 by Vice President Colombini, second by Treasurer Starr. Motion passed 5/0/0.

**B. Public Hearing:** President Valente opened the public hearing at 2:21 pm on Draft NSJWCD Master Facilities Plan for Public Comments, there were no Public Comments. President Valente entertained a motion to close the public hearing at 2:22 PM made by Vice President Simpson second by Vice President Colombini. Motion passed 5/0/0

**C. FINANCIAL MATTERS**

1. Receive and approve April 2026 NSJWCD Monthly Treasurer’s Report and Summary of Accounts and Transfers presented to the board. Accountant, Lyndsay George prepared financial statements for Board action. A motion to approve April

2026 NSJWCD Monthly Treasurer's report, made by Vice President Colombini, second by Secretary Colburn. Motion passed 5/0/0.

2. Approve Payment of Bills. A motion to approve payment of bills listed in the Board meeting packet with the addition of GEI for \$6,255, made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0.

3. Receive Update on three-month cash flow projection- Cash Flow Statement handout and the meeting prepared by Susan Bjork. Presented in the board meeting packet.

4. Presentation from Chris Potter of EBMUD on 2026 water year projections- available upon request.

5. Update on Quotes for Tractor/Mower – Report from General Manager for different options and set ups and will bring back to the board in May. Discussion item only.

6. Update on Groundwater Charge Timeline- Groundwater charge letters are set to be send out USPS this week and an updated appeal form has been added to the website.

7. Set 2026-27 Surface Water Irrigation Rates- This agenda item will be discussed at the May Board Meeting.

#### D. CONTRACTS

1. Authorize General Manager to enter Purchase and Sale Agreement, Easement and Locust Tree Water Agreement for the purchase of the Western 15.97 Acres of APN 05113056-General Manager Schwabauer reviewed agreement. A motion to approve purchase on the terms presented in the board meeting packet and to close on the purchase on May 20, 2026 and give General Manager and President with General Counsel authority to make changes that do not affect the purchase price made by Director Simpson, second by Vice President Colombini. Motion passed 5/0/0

#### E. System and Projects

1. Engineer's Report and Operations Plan. General Manager Schwabauer reviewed operations. District Engineer deGraaf gave an overview of where the district stands on each project. Projects are running at this time due to no water availability.

2. North System –

i. NS Phase 2 update – Designing of the permanent pump station is ongoing, and the proposed project layout is being finalized with landowners for pipeline and access easements.

3. South System – Construction of the Tecklenburg Recharge Basin turnouts, meters, and final grading pending drying down of the basin from the recent water that was diverted for recharge earlier in the season. The basin berms will need touch up grading and establishment of vegetation on the berms prior to the winter to reduce risk of erosion.

4. Cal-Fed/Woodbridge – No update at this time.
  5. Tracy Lake ID- The pump is still being repaired and should be operational by the fall.
- F. Grant Activity – General Manager reviewed SEWD SWEEP grants and funding and administration and decided that they will not be moving forward this next round and leaves WID, NSJWCD, SSJID to cost share and will keep the conversation going to see the cost benefit for furthering the purpose of the district. GM will update as more information moves forward.
  - F. Receive Master Plan Update and Provide Direction to Staff – Final draft will be posted to the website once final edits are added.
  - G. Groundwater Charge- Discussion item only.
  - H. Sustainable Groundwater Management Act/GWA Activity- GWA activity- GWA budget meeting was unchanged and allocation will be the same. Legal Counsel reviewed annual subbasin report from last fiscal year has been posted. Tule Subbasin has yet to have a plan that has been accepted by the state. State Board had differed action to give GSA to request and exclusion. State Board has denied all requests for exclusion and plan will be in place in the next 22 months. First imposed groundwater planned in place by the state.
  - I. MICUP/SJC Mokelumne River Application – No update at this time. Draft EIR will be available next week. Public meeting will be held in May at the Barrel Room following the regular scheduled board meeting.
  - J. Bay Delta Flow Program Update/Voluntary Agreements – No update at this time.
  - K. Landowner Communications – Groundwater charge letter for the upcoming fiscal year will be mailed this week to all landowners in the district.
  - L. Board Planning Calendar – 2026 meeting calendar is set.

#### 4. Director and Staff Reports

- A. Director’s Report –No report at this time.
  - B. Committee Reports – No reports at this time.
  - C. Other – No reports at this time.
5. **Public Comment** – Woodbridge Irrigation reported on river flows from the last storm events.
  6. **Closed Session** – The Board entered closed session at 4:00 pm, and came out of closed session. **Return to Open Session** – President Valente returned the meeting to open session and announced there was no reportable action.

7. **Adjournment** - Motion to adjourn the NSJWCD Regular Meeting on April 27, 2026 made by Vice President Colombini, second by Director Simpson. Motion passed 5/0/0. Meeting adjourned at 4:21 p.m.

**The next regular scheduled Board Meeting May 18, 2026, from 2:00 p.m. - 4:00 p.m.**

The above minutes of the North San Joaquin Water Conservation District Board of Directors Meeting of March April 27, 2026.

Respectfully submitted:  
Board Clerk- Shasta Burns

**North San Joaquin Water Conservation District**  
**Vendor Balance Summary**  
All Transactions

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	<u>May 14, 26</u>
ABS Direct Inc	1,981.29
Arnaudo Construction, Inc.	30,000.00
Consero Solutions	7,473.75
de Graaf Engineering, Inc.	35,384.09
Granberg & Associates	2,422.50
Kludt Oil	74.93
Lyndsay George	5,011.60
Richard Rodriguez Farms	6,575.00
Shasta Burns	4,966.55
Spaletta Law PC	1,162.50
Stoel Rives, LLP	25,017.40
Zanjero, Inc.	1,044.43
<b>TOTAL</b>	<b><u><u>121,114.04</u></u></b>

**North San Joaquin Water Conservation District**  
**Treasurer's Report**  
**May 2026 - Monthly Summary of Accounts**  
**As of May 15, 2026**

The chart below is a summary of account information including account balances and transactions since the last scheduled Board meeting (April 2026). The attached reports are prepared by LG A&A Services for the month of May 2026. Additional attachments that follow include accounts payable, recommendations for bill payments and transfers as noted herein.

NSJWCD Accounts Summary - April 22, 2026	Beg Balance with approved transfers	Checks after last meeting	ACH/Autopays made after last meeting	Transfer after meeting	Revenue Received after last meeting	Current Balance May 15, 2026	Proposed bills to be paid today	Proposed transfer	Ending balance May 15, 2026
F&M Checking - New	602,945.86		(15,786.24)		2,056.20	589,215.82	(91,114.04)		498,101.78
F&M ID #3	133,139.43				298.89	133,438.32			133,438.32
F&M Tracy Lake O&M	27,432.88		(90.98)			27,341.90			27,341.90
County GW Fund	2,305,580.03					2,305,580.03			2,305,580.03
County Account Fund (GF)	10,939.43				207,751.08	218,690.51			218,690.51
<b>Total</b>	<b>\$ 3,080,037.63</b>	<b>\$ -</b>	<b>\$ (15,877.22)</b>	<b>\$ -</b>	<b>\$ 210,106.17</b>	<b>\$ 3,274,266.58</b>	<b>\$ (91,114.04)</b>	<b>\$ -</b>	<b>\$ 3,183,152.54</b>

Payments After Last Meeting		Revenue Received After Last Meeting		Proposed Bills To Be Paid Today	
				Classes	
ADP Fees	70.51	Interest	0.75	General Expenses	21,510.74
Amazon	12.11	WC Dividend	2,055.45	Ground Water	26,664.01
F&M	172.77			Operations Fund	6,575.00
Laz Parking	6			Handel Lateral	142.50
Payroll	10964.06			NS Phase 1B	1,425.00
PG&E-01151-5	117.52	ID #3 Interest	298.99	NS Phase 1C	1,710.00
PG&E-23027-0	2965.34			NS Pump Station	22,883.79
PG&E-32763-0	338.05			SS Phase 3	855.00
PG&E-57551-9	34.57			SS Phase 4	9,348.00
State Comp	1071.33	Property Taxes	207,751.08		
Zoom.US	33.98				
PG&E	90.98				
<b>Total</b>	<b>15,877.22</b>	<b>Total</b>	<b>210,106.27</b>	<b>Total</b>	<b>91,114.04</b>

**1. SEE ATTACHMENT 1 - ACCOUNTS PAYABLE REPORT.**

**2. CURRENT PAYMENT RECOMMENDATIONS - SEE TABLE BELOW:**

ABS Direct Inc	\$ 1,981.29	District Groundwater Charge Letter
Consero Solutions	7,473.75	April Invoices
de Graaf Engineering, Inc.	35,384.09	April Invoice
Granberg & Associates	2,422.50	April Invoice
Kludt Oil	74.93	04.15.26 Invoice
Lyndsay George	5,011.60	05.11.26 Statement
Richard Rodriguez Farms	6,575.00	Lakso Weed Abatement/ Teck Levy Repair
Shasta Burns	4,966.55	May Invoice
Spaletta Law PC	1,162.50	May Rent
Stoel Rives, LLP	25,017.40	April Invoice
Zanjero, Inc.	1,044.43	ET Analysis
Total Payments Proposed	91,114.04	

**3. REMAINING ACCOUNTS PAYABLE – \$30,000.00**

- a. \$ 30,000.00 - Retention due to Arnaudo Construction, Inc.

**4. WARRANTS PAYABLE**

- a. \$299,988.17 – F&M Bank

**5. ACCOUNTS RECEIVABLE – \$1,688,037.51**

- a. \$ 1,088,081.38 – San Joaquin County – SGMA Grant – Invoice #9 &12, Retention Payments #12-14
- b. \$ 29,999.94 – State of California – FDRE Grant
- c. \$ 528,490.90 – DWR – IRWM Grant – Invoice #9 & 10, Retention Payments #2-10
- d. \$ 16,791.79 – DWR – VA Grant – Retention Payments #1-6
- e. \$ 16,449.00 – City of Stockton – MICUP Reimbursement #1
- f. \$ 8,224.50 – Stockton East Water District – MICUP Reimbursement #1

**6. OTHER RECEIVABLES - \$39,550.00 – Refund due from F&M Bank.**

## North San Joaquin Water Conservation District Unpaid Bills by Vendor

Accrual Basis

### All Transactions

Date	Num	Memo	Account	Class	Open Balance
<b>ABS Direct Inc</b>					
05/05/2026	125442	District Groundwater Charge Letter	6175 · Public Outreach	-G&A	-1,981.29
Total ABS Direct Inc					-1,981.29
<b>Arnaudo Construction, Inc.</b>					
09/30/2024	RET NS 1B APP #7	NS Phase 1b - (Retainage \$15,363.46)	6115.5 · Pipeline	Capital Outlay:North System Phase 1B	-10,000.00
06/30/2025	RET NS 1C App #1	Pipeline	6115.6 · Pump Station	Capital Outlay:North System Phase 1C	-20,000.00
Total Arnaudo Construction, Inc.					-30,000.00
<b>Consero Solutions</b>					
04/30/2026	2240		6180.3 · Consulting	-Groundwater Management	-4,411.25
04/30/2026	2241	SWEEP Concept Proposal	6180.3 · Consulting	-Groundwater Management	-3,062.50
Total Consero Solutions					-7,473.75
<b>de Graaf Engineering, Inc.</b>					
05/11/2026	1338	General	6180.4 · Engineering Expense	-G&A	-5,228.80
05/11/2026	1338	District Wide Revenue Source - GW	6180.4 · Engineering Expense	-Groundwater Management	-1,007.00
05/11/2026	1338	South System Phase 4	6180.4 · Engineering Expense	Capital Outlay:South System Phase 4	-9,348.00
05/11/2026	1338	North System General	6180.4 · Engineering Expense	Capital Outlay:North System Pump Station	-7,621.29
05/11/2026	1338	North System Phase 1C	6180.4 · Engineering Expense	Capital Outlay:North System Phase 1C	-1,710.00
05/11/2026	1338	North System Pump	6180.4 · Engineering Expense	Capital Outlay:North System Pump Station	-10,469.00
Total de Graaf Engineering, Inc.					-35,384.09
<b>Granberg &amp; Associates</b>					
05/03/2026	45	Handel Lateral	6180.8 · Project Management	Capital Outlay:Handel Lateral	-142.50
05/03/2026	45	SGMA Grant Admin	6180.8 · Project Management	Capital Outlay:North System Phase 1B	-1,425.00
05/03/2026	45	IRWM Grant Admin	6180.8 · Project Management	Capital Outlay:South System Phase 3	-855.00
Total Granberg & Associates					-2,422.50
<b>Kludt Oil</b>					
04/15/2026	701871		6236.1 · Fuel	-Groundwater Management	-74.93
Total Kludt Oil					-74.93
<b>Lyndsay George</b>					
05/11/2026	1055	Services 04.16.26-05.11.26	6180.1 · Accounting	-G&A	-5,011.60
Total Lyndsay George					-5,011.60
<b>Richard Rodriguez Farms</b>					
05/10/2026	0150	Tecklenburg - Repair levy from storm runoff	6205 · Repairs, Ops & Maintenance	.Operations Fund:Recharge Project O&M	-950.00
05/10/2026	0151	Lakso Weed Abatement	6245 · Weed Control	.Operations Fund:Recharge Project O&M	-5,625.00
Total Richard Rodriguez Farms					-6,575.00
<b>Shasta Burns</b>					
05/12/2026	238	May Invoice	6180.9 · Board Clerk	-G&A	-4,620.00
05/12/2026	238	May Mileage	6228 · Travel	-G&A	-346.55
Total Shasta Burns					-4,966.55
<b>Spaletta Law PC</b>					
05/01/2026		Rent	6142 · Lease Expense	-G&A	-1,162.50
Total Spaletta Law PC					-1,162.50
<b>Stoel Rives, LLP</b>					
05/12/2026	8121838	General Services	6180.6 · Legal	-G&A	-3,160.00
05/12/2026	8121839	North System Projects	6180.6 · Legal	Capital Outlay:North System Pump Station	-4,793.50
05/12/2026	8121840	Groundwater Management	6180.6 · Legal	-Groundwater Management	-3,381.00
05/12/2026	8121841	MICUP Project	6180.6 · Legal	-Groundwater Management	-13,132.00
05/12/2026	8121842	CSPA EJ GSP Writ	6180.6 · Legal	-Groundwater Management	-550.90
Total Stoel Rives, LLP					-25,017.40
<b>Zanjero, Inc.</b>					
05/04/2026	8046	ET Analysis	6180.3 · Consulting	-Groundwater Management	-1,044.43
Total Zanjero, Inc.					-1,044.43
<b>TOTAL</b>					<b>-121,114.04</b>

North San Joaquin Water Conservation District  
Three Month Cash Statement

For period: June 2026 through August 2026

<b>Balances</b>	<b>June</b>	<b>July</b>	<b>August</b>
Beginning cash balances	\$3,022,372	\$2,262,399	\$1,249,399
Projected revenues	\$54,674	\$0	\$724,930
Projected expenditures	\$814,647	\$1,013,000	\$191,000
Projected ending cash balances	\$2,262,399	\$1,249,399	\$1,783,329

**Cash projection is sufficient to meet 3 month projected expenditures.**



	Kubota with Nic	Kubota with Richard	John Deere with Richard
Salary	8,550	21,450	21,450
Employment cost	2140	5,362	5,362
Fuel	2600	2600	3900
Ttrailer Depreciation	715	715	1285
Tractor Depreciation	9300	9300	17860
can also disc	no	no	yes
DOT/Class A	no	no	yes
Contract			
Total Cost			
Clean Fleet Deadline	no	no	yes
	23,305	39,427	49,857

Emp Cost %25

Fuel 2-3 gph

7 year depreciation

hours 260/year

kubota weight with flail 5,000 lb

JD Weight 15,000 lb

Kubota rotary mower 22k can reach a little higher 7 feet vs 10

Kubota Hammer Flail can mow behind, rotary can only mow to the side

Tony Lopes	Dominic till sale	
	0	0
	0	0
	0	0
	0	0
	0	0
no	no	
yes	yes	
		32,000
no	no	
	85,500	32,000



La sede della MURATORI si trova su un'area di 16.000 m2 (di cui 6.000 m2 coperti); in questo stabilimento vengono prodotti: ERPICI ROTANTI, FRESATRICI, FRESE INTERRASSI, TRINCIATRICI (per erba, sarmenti, paglia ecc.) e RASAERBA. Le macchine MURATORI sono utilizzate nel giardinaggio, nella cura del verde, nell'agricoltura specializzata, nelle grandi estensioni e vengono correntemente esportate in oltre trenta paesi di cinque continenti.



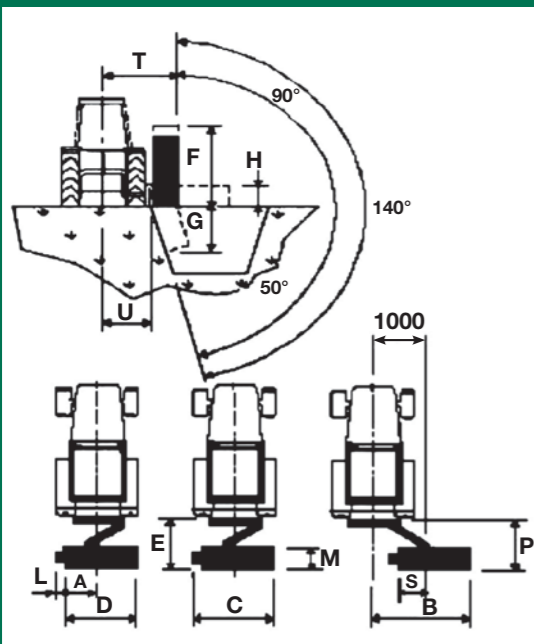
MURATORI's plant is located on a surface area of 16.000 sq.m. (where 6.000 sq.m. are indoor); the production of the factory includes: ROTARY HARROWS, ROTARY HOES, STONE BURIERS, SHREDDERS (for grass, wood, straw, etc.) and FINISHING MOWERS. The MURATORI range includes machines for use in various sectors such as gardening, public parks and gardens, specialized agriculture and wide space cultivations. It is exported to more than 30 countries all over the 5 continents.



La siége de la société MURATORI occupe une surface de 16.000 mq. (dont 6.000 MQ couverts). Dans son usine, on produit: HERSES ROTATIVES, FRAISES ROTATIVES, ENFOUSSEUSES DE CAILLOUX, BROYEURS (pour herbe, bois, paille, etc.) et TONDEUSES À GAZON. Les outils MURATORI sont utilisés dans le jardinage, les espaces verts, la culture de grands espaces, l'agriculture spécialisée: ils sont exportés dans plus de 30 pays dans le 5 continents.



Die Firma MURATORI hat Ihren Sitz auf einer Fläche von 16.000 Qm. (davon 6.000 Qm. bedeckt). In ihrem Werk werden erzeugt: KREISELEGGEN, BODENFRAESEN, BODENUMKEHRFRAESEN, SCHLEGELMAEHER (für Grass, Holz, Stroh) und RASENMÄHER. Die Geräte MURATORI werden in verschiedenen Bereichen verwendet und zwar in der öffentlichen Gruenpflege, in der Gaertnerei, in dem spezialisierten Landwirtschaft, im Anbau auf Grossflächen und laufend nach mehr als 30 Ländern in den 5 Kontinenten exportiert.

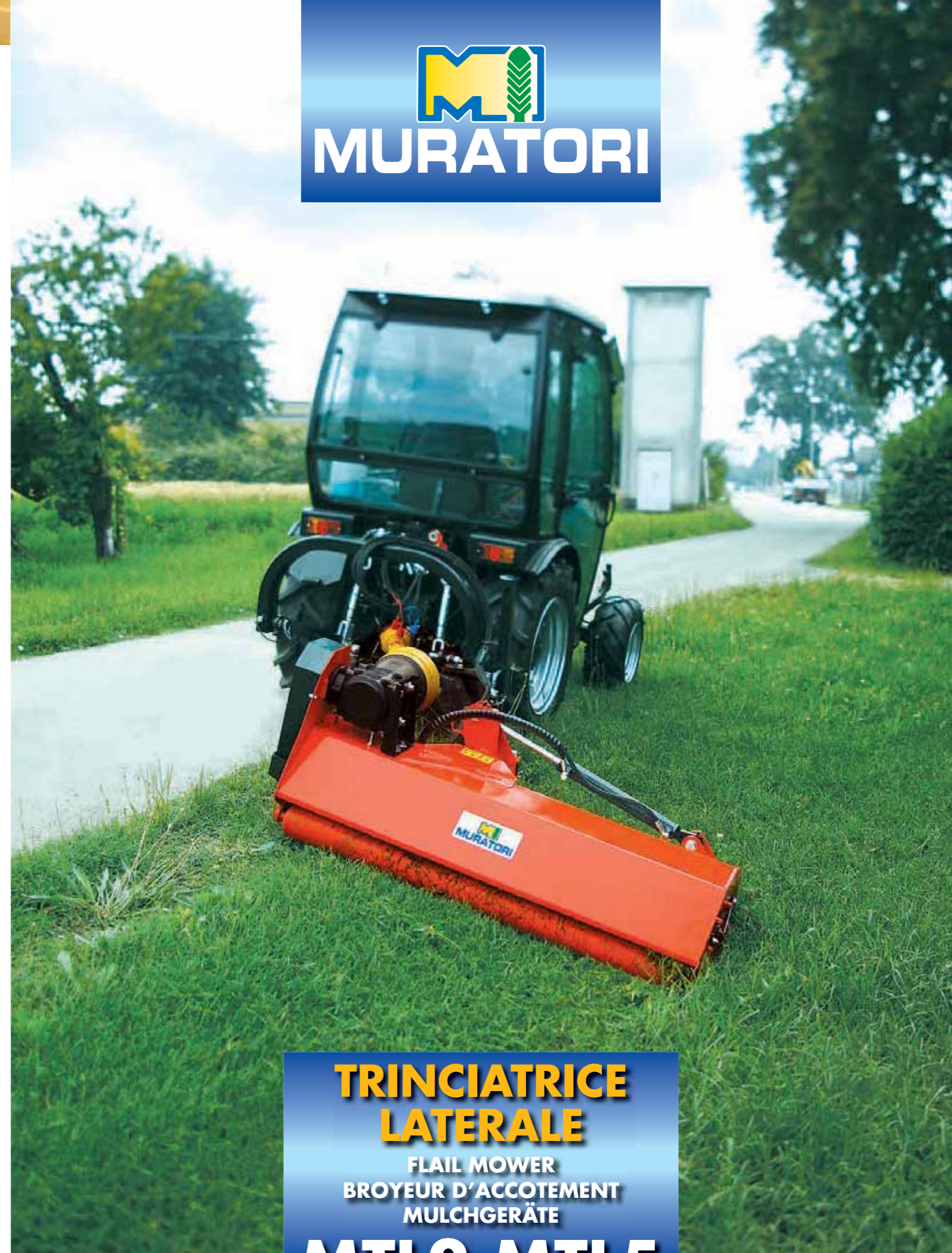


	MTL2 105	MTL2 130	MTL2 155	MTL5 135	MTL5 165	MTL5 200
A cm	72	72	72	85	85	85
B cm	161	186	209	180	210	237
C cm	113	140	163	151	178	208
D cm	105	132	155	135	162	192
E cm	104	104	104	161	161	161
F cm	113	140	163	220	247	277
G cm	80	105	128	95	122	152
H cm	32	32	32	44	44	44
L cm	8	8	8	16	16	16
M cm	52	52	52	71	71	71
P cm	130	130	130	193	193	193
S cm	47	47	47	47	47	47
T cm	123	123	123	150	150	150
U cm	73	73	73	90	90	90
Larghezza Lavoro Working Width Largeur de Travail Arbeitsbreite	105/41 cm/inch	130/51 cm/inch	154/61 cm/inch	135/53 cm/inch	162/64 cm/inch	192/79 cm/inch

Mod.									
MTL2									
MTL5									
	HP (Kw) MED/MAX	N.	N.	GIRI/MIN RPM	GIRI/MIN RPM	Kg	LBS	Min cm	Min Kg
MTL2 - 105	20/35 (15/26)	48	24	540	3078	215	469	100	650
MTL2 - 130	20/35 (15/26)	64	32	540	3078	232	506	110	700
MTL2 - 155	25/35 (18/26)	80	20	540	3078	255	556	120	800
MTL5 - 135	25/40 (33/48)	24	12	540	2300	490	1068	160	2100
MTL5 - 165	30/50 (37/48)	32	16	540	2300	510	1112	170	2200
MTL5 - 200	35/60 (41/48)	40	20	540	2300	525	1144	180	2400



41051 CASTELNUOVO RANGONE (Modena) Italy - Via Pavarello, 21  
Tel. +39 059 5330611 - Fax +39 059 537259 - www.muratoriequip.it - info@muratoriequip.it  
Capitale sociale 480.000 € int. versato - Registro imprese di Modena: C.F. e n. d'iscrizione 00708860366.



**TRINCIATRICE  
LATERALE**  
FLAIL MOWER  
BROYEUR D'ACCOTEMENT  
MULCHGERÄTE  
**MTL2 MTL5**

LITOCOLOR 12/2013



## MTL2

### TRINCIATRICE LATERALE MODELLO "MTL2" Per Trattori fino a 35 HP

Trinciatrice dotata di braccio estensibile può lavorare con grande disassamento e svariate angolazioni. È l'ideale per l'uso in parchi, giardini, e spazi verdi in genere. Robusta e versatile, non ha un peso eccessivo così da poter essere utilizzata anche su trattorini di potenza limitata.

#### EQUIPAGGIAMENTO DI SERIE:

Cardano - Sicurezza e autolivellamento con bielletta - Protezione anteriore - Rullo posteriore - Spostamento laterale idraulico ed inclinazione idraulica - Moltiplicatore per PTO 540 giri/min. con ruota libera interna - Slitte saldate.

#### A RICHIESTA:

Cardano doppio omocinetico (non disponibile sul cm 105)

### FLAIL MOWER "MTL2" For tractors up to 35 HP

Thanks to its extensible arms, this flail mower can work in extreme offset position and in various different angles, it is ideal for the use in green areas (like parks, gardens etc.). Strong and versatile, it is not excessively heavy so to suit also small tractors.

#### STANDARD EQUIPMENT:

Standard drive line - Safety and self levelling breakway coupling - Front safety protection - Rear roller - Hydraulic side adjustment and hydraulic inclination adjustment - Gear box for PTO 540 RPM with free wheel inside - Skids welded on main frame.

#### ON REQUEST:

Double wide angle drive line (not available on cm 105)

### BROYEUR D'ACCOTEMENT "MTL2" Pour Tracteurs jusqu'à 35 HP

Broyeur doué d'un bras extensible, il peut travailler avec grand déport et plusieurs angles. C'est l'idéal pour l'emploi dans les parcs, les jardins et les espaces verts en général. Robuste et éclectique il a un poids limité tel qu'il peut être utilisé même sur des petits tracteurs de puissance limitée.

#### DOTATION STANDARD:

Cardan - Sécurité et auto-nivellement avec biellette - Protection avant - Rouleau arrière - Déport latérale hydraulique et inclinaison hydraulique - Boîtier pour PTO 540 tour/min et roue libre à l'intérieur - Patins soudés.

#### SUR DEMANDE:

Cardan double homocinétiq (pas disponible sur cm 105)

### MULCHGERÄTE "MTL2" Für Schlepper Bis 35 Ps

Dank dem ausdehnbarem Arm kann das Mulchgerät in großer außerachsiger Position und in verschiedenen Abwinkelungen arbeiten. Diese Maschine kann am besten auf Parken, Garden, Grünerflächen benutzt werden. Kräftig und vielseitig, erlaubt sein geringstes Gewicht einen Gebrauch auf Schlepper mit kleiner Leistung.

#### STANDARD AUSSTATTUNG:

Zapfwelle 540 U/min - Gelenkwelle - Anfahrtsicherung und Bodenangleich durch Pleuelstange - Vordere Schutz - Walze - Hydraulische Seitenverschiebung - Hydraulische Neigung - Getriebe mit Freilauf - Kufen.

#### SONDERAUSSTATTUNG:

Zweiseitiges Weitwinkelgelenkwelle (Nicht vorrätig auf cm 105)



## MTL5

### TRINCIATRICE LATERALE MODELLO "MTL5" Per Trattori fino a 65 HP

Robusta trinciatrice con braccio laterale. È adatta alle più svariate operazioni come la pulizia di fossati, di sponde di canali e di banchine stradali.

#### EQUIPAGGIAMENTO DI SERIE:

Cardano - Protezioni anteriori - Rullo posteriore - Inclinazione idraulica - Spostamento laterale idraulico - Moltiplicatore per PTO 540 giri/min. con ruota libera interna - Cuscinetti del rotore oscillanti con doppia corona di sfere - Rotore con coltelli universali o a mazze - Catarifrangenti.

#### A RICHIESTA:

Slitte, cardano doppio omocinetico, dispositivo oleodinamico antiurto.

### FLAIL MOWER WITH OFFSET DEVICE "MTL5" For tractors up to 65 HP

Heavy-duty side arm flail mower. Ideal for maintenance of ditches, canal sideboards and road sides.

#### STANDARD EQUIPMENT:

Standard driveline - Front safety protections - Rear roller - Hydraulic inclination adjustment - Hydraulic side adjustment - Gearbox at PTO 540 RPM and free wheel inside - Oscillating bearings with double row-ball mounted on rotor - Rotor with "Y" knives or hammers - Reflectors.

#### ON REQUEST:

Side skids, Double wide angle driveline, Antishock oil-pressure device.

### BROYEUR D'ACCOTEMENT "MTL5" Pour Tracteurs jusqu'à 65 HP

Robuste broyeur d'accotement. Il est apte aux opérations comme le nettoyage de fossés, de bords de canaux et de routes.

#### DOTATION STANDARD:

Cardan - Protections avant - Rouleau arrière - Inclinazione idraulica - Déport latéral hydraulique - Boîtier à 540 tours/min et roue libre à l'intérieur - Rotor avec roulements flottants - Rotor à couteaux ou à marteaux - Catadioptrés.

#### SUR DEMANDE:

Patins d'appui, Cardan double homocinétiq, Dispositif oleopneumatique anti-choc.

### AUSSERVERSCHIEBBARES MULCHER "MTL5" Für Schlepper bis 65 HP

Starkes Seitenmulcher mit ausdehnbarem Arm. Es ist für Einsätze geeignet wie z.B. Reinigung von Gräben, Böschungen und Straßenränder.

#### STANDARD AUSSTATTUNG:

Gelenkwelle - Vordere Schutze - Hintere Walze - Hydraulische Neigung - Seitliche und hydraulische Verschiebung - Getriebe bei 540 UpM und Freilauf - Rotor mit Pendellagern - Rotor mit "Y" Messern oder mit Hämmern - Rückstrahler.

#### SONDERAUSSTATTUNG:

Stutzkufen, Zweiseitiges Weitwinkelgelenkwelle, Hydropneumatische Anfahrtsicherung.



**Date:** 05/06/2026

**Buyer:**

STEVE CAB  
NORTH SAN JOAQUIN WATER  
498 E KETTLEMAN LN  
LODI, CA

**Location:** STOCKTON

**Number:** Q05865

**Expiry Date:** 08/03/2026

**Salesperson:** GY THOMSON

(209) 948-5401

gthomson@gartontractor.com

**Responsible:** GY THOMSON

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

New MURATORI MTL5 165M 65" Ditch bank flail mower 7,889.00  
Stock Number: 021006 Serial #: 149577

Standard features:

Hydraulic offset and head adjustment ditch bank flail mower, dual rear remotes required, 60HP rated gearbox, HD hammer flails (Like a scoop knife but twice as thick), 82" max offset from centerline of tractor, 140 degree tilt of head, 1126LB

\*\*\*\*INCLUDES THE FOLLOWING\*\*\*\*

MTL5 16M 65" Ditch bank flail mower

New KUBOTA MX6000HSTC 4WD CAB Utility Tractor 53,689.00  
Stock Number: 024446 Serial #: KBUL3CHCTS8K31006

Standard Equipment:

63.4 HP Kubota 148.6 cubic inch Tier 4 engine, DPF, 51.8 PTO HP 60 amp alternator, 9.5 GPM remote flow, A/C Heated Cab, CAT 1/II 3-point with telescopic lower links and stabilizers, independent PTO with hydrostatic power steering, cast iron bevel gear front axle, 3 range hydrostatic transmission, 11.9 gallon fuel tank, air conditioning, heater, pre-wired for radio, speakers, tilt steering wheel, rubber floor mat, high back comfort seat with adjustable suspension.

\*\*\*\*INCLUDES THE FOLLOWING\*\*\*\*

MX6000HSTC 4WD CAB Utility Tractor  
AMXR6896 FT TITN 12-16.5 R4 STL 6BLT TL2  
AMXR6897 RT TITN 17.5L-24 R4 STL 6BLT MXTL2  
L8303 2 SET Double Acting Valve, no Detents 2 set  
L8333 Rear work Light Kit, (2 Lights)  
MX6831 Drawbar Clevis  
MX6891A 1st pos lever kit mx5400/mx6000 cab  
MX6892A 2nd pos lever kit mx5400/mx6000 cab

**Additional Charges**

CALIFORNIA TIRE FEE

7.00

<b>Selling Price:</b>	61,585.00
<b>Tax:</b>	5,080.20
<b>Total Selling Price:</b>	66,665.20

**Buyer's  
Signature:**

**Date:**

From: Steve Schwabauer, General Manager, Daniel de Graaf, District Engineer

**ACTION:** Establish 2026 Water Rates for Irrigation Water

**DISCUSSION:**

The District conducted a Proposition 218 proceeding in January 2015 to set irrigation water rates at the following maximum rates:

South System with delivery of 3,000 af	\$104.41
South System with delivery of 6,000 af	\$81.60
Tracy Lake	\$3.10 on top of O&M assessment

Actual O&M costs have been inconsistent for the District for the last 9 years because of reconstruction of the North and South Pump Stations, pipelines and bringing groundwater recharge projects on-line. The district has not conducted a new Proposition 218 rate proceeding or set rates for the North System.

The District formed ID3 and ID3A and those landowners are paying capital assessments for the South System and should not pay the same water rate as lands that are not in the IDs. There is interest from two landowners on the North System to create an ID4 and pay capital assessments for the North System delivery infrastructure. If formed, these ID4 landowners should receive the same benefit of a reduced water rate because they are covering infrastructure costs through the separate acreage assessments. Staff expects the Petition for Formation for ID4 to be signed in the next month and proposes that these two landowners receive water at the ID4 cost provided they have signed the petition for formation. If they do not sign, they will be charged the non-ID rate.

Based on a review of the actual operation costs for the last three years, and projected costs for the 2026 year, staff recommends a water rate of \$60.00 per acre-foot for ID3 and ID4 landowners. This rate is designed to cover the operation and maintenance (O&M) costs of delivering water to the ID landowners.

The District incurs an extra cost to deliver water to landowners in ID3A because the water is pumped and pressurized out of Pixley Slough and then delivered via the Pixley lateral. The additional cost to provide pressurized water in ID3A was \$54.70 per acre foot in 2025. Staff proposes a \$60.00 ID3A add-on rate for 2026.

For landowners who request water and are not in ID3 or ID4, staff proposes a rate of \$100 per acre-foot to cover O&M costs, and make a \$40 per af contribution toward capital costs because these landowners have not paid any acreage assessments toward capital costs of the delivery facilities.

The Tracy Lake (ID1) rate would remain at \$3.10 per af because Tracy Lake landowners pay a separate O&M assessment to cover actual O&M costs under contract, as well as having paid for capital costs.

**RECOMMENDATION:** Staff recommends that the Board set the following rates for 2026:

ID#1 - Tracy Lake rate: \$3.10 per af

ID#3 - South System: \$60.00 per af off of the pipeline or east ditch

ID#3A – Pixley Lateral: \$60.00 per af ID3 rate plus \$60.00 per af for water delivered from the Pixley pump station.

ID#4 - North System ID4: \$60 per af

Landowners requesting water from the South System or North System and not in an ID: \$100.00 per AF

**FISCAL IMPACT:** Revenue to district based on rates set and water delivered for irrigation to offset cost of operations, and potential revenue from non-ID landowners as a contribution toward prior incurred capital costs for delivery facilities

**Resolution 2026-\_\_  
of the Board of Directors of the**

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
Setting 2026 Water Rates for Surface Water**

WHEREAS, North San Joaquin Water Conservation District is preparing to deliver surface water for irrigation to the South System, North System and Tracy Lake Improvement District during 2026.

WHEREAS, the District conducted a Proposition 218 proceeding regarding water rates in December 2014-January 2015. The Engineer's Report considered maximum water rates as follows:

South System — with delivery of 3,000 af	\$104.41
South System — with delivery of 6,000 af	\$81.60
Tracy Lake System	\$3.10 (over and above operation and maintenance assessment)

The report did not address the North System because it was not operational at the time.

WHEREAS, the District has or is in the process of forming the following improvement districts (IDs):

- ID#1: Tracy Lake Improvement District
- ID #3: South System Surface Water Users
- ID#3A: Pixley Lateral
- ID#4: North System Surface Water Users

WHEREAS, the landowners in each ID pay acreage based assessments to cover the capital costs of District facilities used to deliver irrigation water, and therefore pay surface water rates that reflect only operation and maintenance costs of delivering surface water. Further, the landowners in ID#1 pay an additional operation and maintenance assessment and therefore pay a water rate that covers only certain other costs not covered by that assessment.

WHEREAS, landowners who are not in an ID have not contributed to the capital costs of delivery facilities and therefore pay a higher water rate to cover operation and maintenance expenses as well as a contribution to capital costs.

WHEREAS, District staff have reviewed operation and maintenance costs for the past three years and taken into account recent modifications to the North and South systems which have caused fluctuations in costs of service from time to time, as well as projected costs for the upcoming season, and have recommended 2026 water rates as set forth in this resolution.

WHEREAS, the District has water available under Permit 10477 to deliver for the 2026 irrigation season.

WHEREAS, the District desires to set its 2026 surface water rates to cover costs of service as set forth below.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. For the reasons set forth in the recital above, including the analysis in the Proposition 218 Engineer's Report and the current staff analysis, the Board sets the 2026 Water Rates as follows:

ID#1 (Tracy Lake): \$3.10 per acre-foot

ID#3 (South System): \$60.00 per acre-foot

ID#3A (Pixley Lateral): \$60.00 per acre-foot ID#3 rate plus \$60.00 per acre-foot for each acre-foot delivered from the District's Pixley Slough facilities

ID#4 (North System): \$60.00 per acre-foot

North System Landowners and South System Landowners not within ID#3 or ID#4: \$100.00 per acre-foot

Moved by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, that the foregoing resolution be adopted.

Upon roll call the following vote was had:

Ayes: \_\_\_\_\_ Directors

Noes: \_\_\_\_\_ Directors

Absent: \_\_\_\_\_ Directors

Abstain: \_\_\_\_\_ Directors

The President declared the resolution adopted.

I, Brady Colburn, Secretary of the Board of Directors of the NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors held the \_\_\_ day of May, 2026.

\_\_\_\_\_  
Brady Colburn, Secretary

**NOTICE OF GOVERNING BOARD MEMBER ELECTION AND/OR  
NOTICE TO SUBMIT MEASURE(S) TO A VOTE OF THE VOTERS**

Resolution No. 2026-02

RESOLUTION OF THE GOVERNING BODY OF THE

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT**

DECLARING AN ELECTION BE HELD IN ITS JURISDICTION;  
REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE THIS ELECTION  
WITH ANY OTHER ELECTION CONDUCTED ON SAID DATE;  
AND  
REQUESTING ELECTION SERVICES BY THE REGISTRAR OF VOTERS.

WHEREAS, this District Governing Body orders an election to be held in its jurisdiction on  
November 3, 2026; at which election the issue(s) to be presented to the voters shall be:

**NOMINATION OF CANDIDATES FOR THE GOVERNING BODY**

1. Said election shall be to fill a vacancy for the following Board Members(s) who resigned and/or whose term(s) expired:

Incumbent's Name	Division Number (if applicable)	Regular/Short Term
Dave Simpson	1	Regular
Charles Starr	4	Regular
Brady Colburn	5	Regular

2. Said Directors for this District are elected in the following manner:

       At Large.

There are no divisions in the District; all voters within the District vote for all candidates.

  X   By Division.

Districts are split into areas; only those voters residing in the area may vote for candidates who run in the area.

       Qualified by Division-Elected at Large.

Directors must qualify to run by living in a specific division, but all voters within the District may vote on all candidates.

       Qualified by Division-Elected at Large.

Directors must be a landowner. Multiple ownerships can designate a single owner to cast a vote or cast pro rata share.

3. Said District has determined the following election particulars:

- The length of the Candidate Statement shall not exceed **200** words.  
(Specify either 200 or 400 words)
- The cost of the Candidate Statement shall be paid by the Candidate.  
(Specify Candidate or District)

**MEASURE(S) TO BE SUBMITTED TO THE VOTERS (IF APPLICABLE)**

(If this election is strictly for deciding one or more measures and no candidates are to be elected, please complete #4 through #6 below)

4. Said District does not request that the following measure(s) be decided at this election.

(Specify does or does not)

- Said Governing Board orders the following measure(s) to be put to a vote of the residents of the District:

(See attached wording marked Exhibit(s) \_\_\_\_\_)

5. Said District has determined the following election particulars:

- In the case of a tie vote, the election shall be determined by lot.  
(Specify lot or runoff election)
- The Registrar of Voters is requested to provide election services. If the District requests the San Joaquin County Registrar of Voters Office to provide election services, all applicable costs will be paid for by the District.

(Specify requested or not requested)

6. The District hereby certifies that (please check one):

There have been changes to the District boundary lines since our last election as shown on the attached map and/or legal description.

There have been no District boundary changes since our last election.

BE IT RESOLVED that the Board of Supervisors of the County of San Joaquin is hereby requested to:

1. Consolidate the election with any other applicable election conducted on the same day;

2. Authorize and direct the Registrar of Voters Office, at Governing Body expense, to provide all necessary election services.

This Resolution shall be considered a Notice of Election and Specification of Election Order if applicable.

PASSED AND ADOPTED by the Governing Body on May 18, 2026.

AYES:

NOES:

ABSENT:

ATTEST: \_\_\_\_\_  
SECRETARY OF THE BOARD

\_\_\_\_\_  
CHAIR OF THE BOARD

(Seal)

**PETITION FOR THE FORMATION OF  
IMPROVEMENT DISTRICT NO. 4, TO BE KNOWN AS  
THE NORTH SYSTEM SURFACE WATER USERS IMPROVEMENT DISTRICT**

**TO THE HONORABLE BOARD OF DIRECTORS OF THE NORTH SAN JOAQUIN  
WATER CONSERVATION DISTRICT:**

1. PETITION. We, the undersigned, hereby petition for the formation of an Improvement District Number 4 (ID4) within the North San Joaquin Water Conservation District (District) to provide for participation in the North System Project (Project), and for the levying of an assessment on the lands within the improvement district. We certify that we represent all of the holders of title of land situated within the boundaries of the proposed ID4.

2. PLANS: The plans and purpose of the Project of the proposed ID4 are:

- a. The District plans to construct a new North System Pump Station and rehabilitate or replace pipelines and related appurtenances to deliver surface water for irrigation and groundwater recharge purposes from the North System Pump Station to a portion of Tretheway Road and a portion of Acampo Road.
- b. The facilities that comprise the “Project” for purposes of ID4 include:
  - The planned new North System pump station and 48” main from the pump station to Tretheway road, to be installed 2027-2028 (The ID4 landowners may utilize the existing temporary pumps until the new pump is completed).
  - +/- 2700 feet of 42” pipe along Acampo Road, and a 42” crossing under Acampo Road installed in 2025-2026.
  - +/- 2500 feet of 42” pipe along Tretheway Road installed in 2024-2025
  - +/- 1300 feet of 14” pipe along Tretheway Road installed in 2023
  - A planned connection between the 42” and 14” pipes on Tretheway Road (which traverses a gas line).

- c. The facilities described in subsection 2.b. are sufficient to deliver water to the District's Lakso Recharge project and to approximately 600 acres of lands in the vicinity of the Project.
- d. The total cost of the Project is approximately \$7.95 million dollars. The District has or will fund these facilities with approximately \$5.660 million in grant funding, approximately \$1.929 million in groundwater charge revenue and approximately \$360,000 in ID4 assessments .
- e. Based on the estimated use of the Project facilities over a thirty year period, the Project will be used for groundwater recharge purposes 84% of the time and irrigation purposes 16% of the time. The \$360,000 in ID4 assessments reflects this equitable division of Project costs, not covered by grant funding.
- f. The undersigned landowners represent owners of land that can be served from the Project described herein and are willing to contractually agree to assess themselves \$60.00 per acre for ten years to fund and equitable share of the cost of the Project based on the direct benefits that the undersigned landowners will receive through access to surface water for irrigation.

3. INCLUDED LANDS:

- a. At least 200 acres of lands must sign this Petition to move forward with the formation of ID4. Additional acres may elect to join ID No. 4 provided:
  - 1. The total acreage in ID4 does not exceed 600 acres (which limit may be revised by a majority vote of the members of ID4 and the approval of the District); AND
  - 2. Any acreage that joins pays a connection fee equal to the acreage assessment imposed for all prior years [for example, if 10 acres joins after three years of assessments have been levied, the connection fee is  $\$60 \times 3 \text{ yrs} \times 10 \text{ acres} = \$2,100$ ] plus interest on the prior assessments at the same rate paid by the District for any borrowed funds; AND

3. All landowners that join ID4 must consent in writing to joining the ID, paying the assessments, and having the assessments be a lien on their real property as allowed by law.

4. ASSESSMENTS:

- a. Lien. The undersigned acknowledge that the ID4 assessment is a lien on their real property and may be used as security for the financing for the Project.
- b. Initial Assessment. The Initial Assessment shall be \$60.00 per acre per year for ten years. The assessment shall be used only for the Project construction costs. The assessment shall not be used to fund any other projects of the District or to fund other operation and maintenance expenses of the District or to fund turnouts or laterals that serve only one landowner. If the Initial Assessment, combined with other funding sources, is insufficient to complete the Project, the landowners may consider a future assessment as described below. If the Initial Assessment raises surplus funds, the surplus shall be held in a designated reserve account for North System repairs or improvements.
- c. Future Assessments. The landowners may approve additional future assessments with a majority vote, with votes weighted based on proportional financial obligation (one acre one vote).

5. PRIORITY.

- a. The District shall provide Landowners in ID4 with shared first priority to access and use surface water available to the District on the North System, under the District's water right Permit 10477, on their acreage in ID4 for irrigation purposes. This first priority right shall be shared with the District's recharge project(s) utilizing the Project. Other landowners, who are not members of ID4, shall have a lower priority right to use the Project capacity.

- b. The undersigned acknowledge that the District has previously agreed with the landowners in the Tracy Lakes Improvement District No. 1 that when the District does have water available under Permit 10477, the first 3,000 acre-feet are to be made available to the District's North and South System, the next 4,000 acre-feet are to be made available to the Tracy Lakes System, and the balance (up to 13,000 acre-feet) are currently available for delivery at the discretion of the Board of Directors.
- c. To the extent the District determines that use of surface water for irrigation results in any form of a credit for groundwater purposes pursuant to a plan developed under the Sustainable Groundwater Management Act, the landowners in ID4 who have paid for the Project and have used surface water on their properties for irrigation purposes, shall be entitled to the credits associated with their surface water use. Any surface water delivered through the Project by the District for groundwater recharge purposes, including Flood MAR projects on landowner properties, shall be credited to the District.
- d. The undersigned acknowledge that the District does not have access to surface water in all year types and cannot guarantee an annual water supply. The District's Permit 10477 water is generally not available for irrigation in Dry, Critically Dry and most Below Normal year types.

6. LANDOWNER TURNOUTS AND DIVERSIONS. Landowners in ID4 are responsible for installing the facilities necessary to divert and take water from the Project facilities at the Landowners' sole cost and expense. The design and installation of the facilities which connect to the District's facilities shall be reviewed and approved by the District's Engineer. All diversions of District water from the District's facilities shall be metered with meters approved by the District and installed at the Landowners' expense.

7. SURFACE WATER CHARGE: Landowners in ID4 shall pay, in addition to the annual acreage assessment, a surface water charge for all water scheduled for delivery, as set by the District from time to time, to cover the actual operation and maintenance expenses for the

delivery of surface water. Landowners who are not members of ID4 will pay a higher water charge to cover a contribution toward capital costs.

8. COMMITTEE: The District shall establish an advisory committee for ID4 comprised of at least three members of ID No. 4 to review projects, expenditures and other matters related to ID4 and provide recommendations to the District.

9. MODIFICATION: The terms and conditions of ID4 as set forth in this Petition may be modified from time to time upon approval of the District and a majority vote of the acres in the ID4.

10. EXHIBITS: This petition includes the attached *Exhibit A and Exhibit B*:

- a. The names of the owners of all the land within the proposed improvement district and a description of the parcel or parcels of land owned by each such owner within the proposed improvement district according to the next preceding equalized assessment book of the County of San Joaquin are contained in attached **Exhibit A**. The list of parcels contained in **Exhibit A** constitutes a description of all the land eligible to be included in the proposed improvement district at this time.
- b. The attached **Exhibit B** map shows the land to be included within the boundaries of the proposed improvement district. The District shall cause an amended improvement district map to be prepared as additional acres are added to the ID4.

11. CONSENT TO WAIVER OF HEARING AND OTHER FORMALITIES.

a. The undersigned hereby waive notice of hearing and any hearing by the District on the formation of Improvement District No. 4 and expressly consent to the formation of the improvement district, the levy of the \$60.00 per acre assessment for ten years, and the recording of the District's order approving the formation of the improvement district and levy of assessment as a lien against the real property listed on Exhibit A. The undersign also expressly waive any other procedural or due process requirements, including but not limited to compliance

Execution Copy

with Proposition 218, and consent to the levy of the assessment against their properties in exchange for the right to receive surface water under the terms set forth above. The undersigned further consent to the setting of a 2026 surface water rate of \$60.00 per acre-foot and waive any procedural or other legal requirements, including but not limited to compliance with Proposition 218.

IN WITNESS WHEREOF, we have signed our names and caused this petition to be dated as of the date of the last signature on Exhibit A hereto.

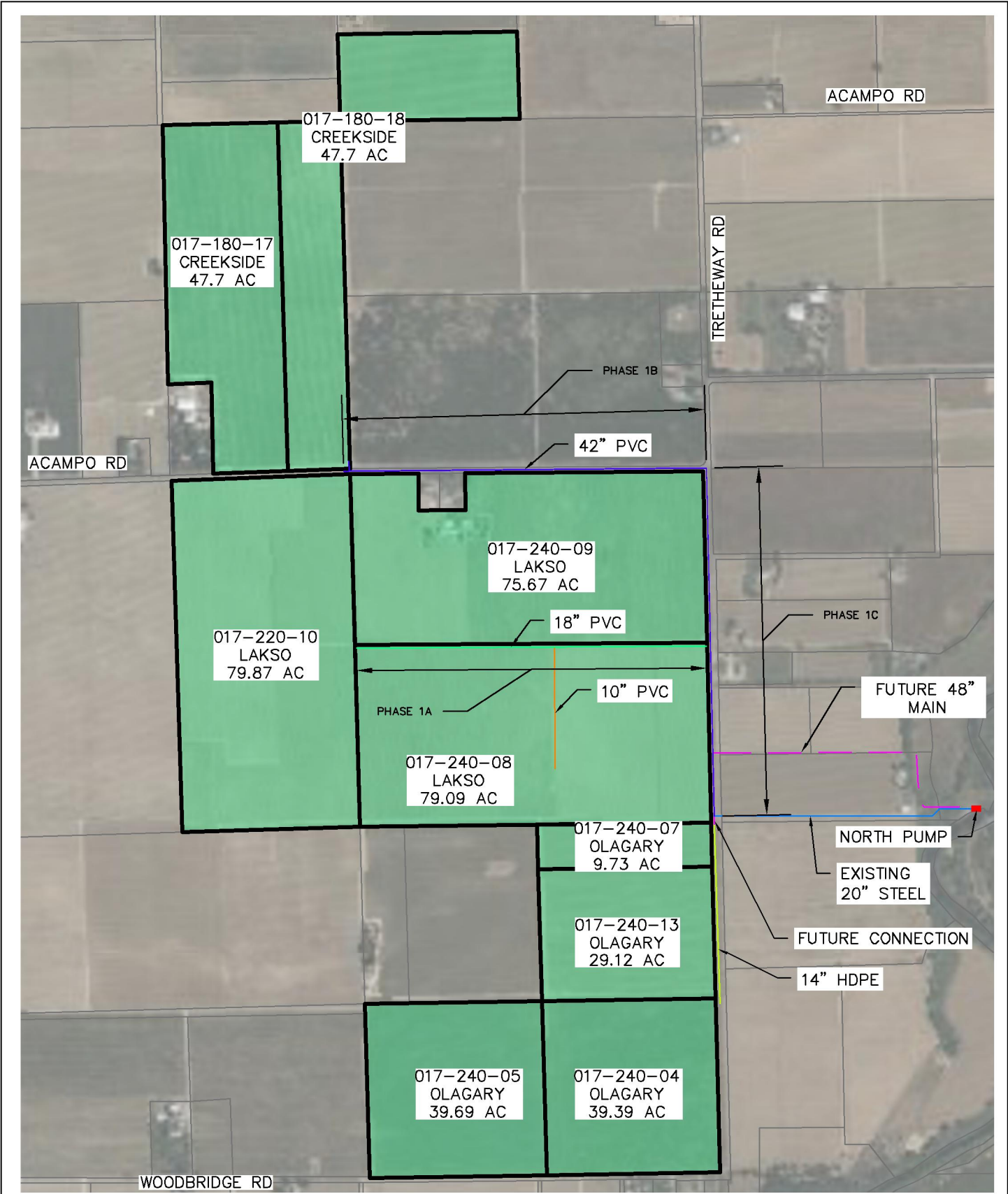
[signatures attached in Exhibit A]

**EXHIBIT A – LANDS TO COMPRISE IMPROVEMENT DISTRICT NO. 4**

<b>Parcel/Acres</b>	<b>Landowner</b>	<b>Signature and Date</b>
017-240-09 – 75.67 acres	John Lakso and Helen Lakso, Trustees of the Lakso Family Trust	
017-240-08 – 79.09 acres	John Lakso and Helen Lakso, Trustees of the Lakso Family Trust	
172-220-10 – 79.87 acres	John Lakso and Helen Lakso, Trustees of the Lakso Family Trust	
017-180-17 – 46.74 acres	Creekside Land Company LLC	
017-180-18 – 47.60 acres	Creekside Land Company LLC	
017-240-17 – 9.73 acres		
017-240-13 – 29.12 acres		
017-240-04 – 39.39 acres		
017-240-05 – 39.69 acres		

Execution Copy

**EXHIBIT B – MAP OF IMPROVEMENT DISTRICT NO. 4 LANDS**



**DE GRAAF**  
ENGINEERING, INC.

degraafengineeringinc.com (209) 614-2745 P.O. Box 87 Ripon CA 95366

## PROPOSED ID4 PARCELS

1" = 1000'

5/13/26

NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

IMPROVEMENT DISTRICT 4 FORMATION

	Vendor	Total	Funding for Elements		Allocation of District Cost			
			Grant	District	GW Recharge	Irrigation - ID4		
<b>IMPROVEMENT DISTRICT NO. 4 PROJECT ELEMENTS</b>								
<b>Permanent North System pipelines</b>								
42" Pipeline (2,700'+/-) - Acampo Rd -Phase 1B	Arnaudo	\$ 1,664,520.52	\$ 1,664,520.52	\$ -	84%	\$ -	16%	\$ -
42" Pipeline (2,500' +/-) - Tretheway Rd - Phase 1C	Arnaudo	\$ 914,008.48	\$ 914,008.48	\$ -	84%	\$ -	16%	\$ -
42" crossing under Acampo Rd to North - Estimate	Arnaudo	\$ 50,000.00	\$ 10,000.00	\$ 40,000.00	84%	\$ 33,685.83	16%	\$ 6,314.17
		<b>\$ 2,628,529.00</b>						
<b>Connection from 42" PVC to 14" HDPE under gas line, Tretheway Rd</b>								
Engineer's estimate		\$ 250,000.00	\$ -	\$ 250,000.00	84%	\$ 210,536.44	16%	\$ 39,463.56
<b>Reynolds Recharge remaining infrastructure</b>								
14" HDPE (1300'+/-) - Phase 1A - Tretheway Rd		\$ 71,323.84	\$ 71,323.84	\$ -	84%	\$ -	16%	\$ -
<b>New North Pump Station, 48" main out to Tretheway Rd</b>								
Engineer's Estimate		\$ 5,000,000.00	\$ 3,000,000.00	\$ 2,000,000.00	84%	\$ 1,684,291.55	16%	\$ 315,708.45
<b>Subtotal</b>		<b>\$ 7,949,852.84</b>	<b>\$ 5,659,852.84</b>	<b>\$ 2,290,000.00</b>		<b>\$ 1,928,513.82</b>		<b>\$ 361,486.18</b>
<b>OTHER NORTH SYSTEM IMPROVEMENTS NOT CHARGED TO ID4</b>								
<b>Temporary Pump Station</b>								
temp pump and generator install and rental	Arnaudo	\$ 110,245.69	\$ 110,245.69	\$ -	100%	\$ -	0%	\$ -
temp pump and generator rental	Arnaudo	\$61,007	\$61,007	\$ -	100%	\$ -	0%	\$ -
temp pump and generator rental	Arnaudo	\$53,460	\$53,460	\$ -	100%	\$ -	0%	\$ -
temp pump and generator rental	Arnaudo	\$38,774	\$38,774					
temp pump work	Arnaudo	\$16,464	\$16,464					
1st pump skid install	Pacific SW	\$156,509	\$156,509					
2nd pump skid install	Arnaudo	\$ 137,500.00	\$ 137,500.00	\$ -	100%	\$ -	0%	\$ -
two fish screens	ISI	\$ 86,200.00	\$ 86,200.00					
		<b>\$ 660,160.10</b>	<b>\$ 660,160.10</b>					
<b>Lakso Recharge Project</b>								
Lakso 18" e/w Lateral	Avid	\$ 160,809.58	\$ -	\$ 160,809.58	100%	\$ 160,809.58	0%	\$ -
Lakso 10" n/s lateral	Pacific SW	\$ 36,947.31	\$ 36,947.31					
Original basin work	Richard Rodriguez	\$ 50,000.00	\$ 50,000.00		100%	\$ -		
Phase 1C basin work	Arnaudo	\$ 274,000.00		\$ 274,000.00	100%	\$ 274,000.00		
		<b>\$ 521,756.89</b>						
<b>TOTAL ALL</b>		<b>\$ 9,131,769.83</b>	<b>\$ 6,406,960.25</b>	<b>\$ 2,724,809.58</b>		<b>\$ 2,363,323.40</b>		

**600 acres**  
**602.48 per acre**

\*\* Excludes permitting, engineering, surveying, easements and project management costs - almost all covered by grants to date

	acres		wet	dry	average
Average Recharge Use of System	79.09	84%	6525	1780	4152
Average Irrigation Use of System	518.87	16%	1557	0	778
					4930.53

	Acres
Creekside	95.40
Lakso Irrigated	155.54
Lakso Recharge	79.09
Olagaray	117.93
Additional Acres	150
Total	597.96

**BOARD OF DIRECTORS**

P.O. Box 334, Victor, CA 95253

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From: Steve Schwabauer, General Manager

**RECOMMENDED ACTION:** Provide Direction Regarding the Draft 26/27 Budget.

The Draft 2026/27 budget is the first in some time that is not heavily dependent on grant revenue. The District's two remaining grants are the Voluntary Early Agreement Grant and the USDA Handel Lateral earmark. The Budget does not show Voluntary Early Agreement Grant Revenue because staff anticipates that the permit timeline will extend into the 2027/28 budget year and will be submitting 12 month extension request for the grant to accommodate this projected timeline. As for the USDA Grant, as the Board knows, we are attempting to move that grant over to the Locust Tree Basin Project discussed further below. However, we are not certain it will be able to transfer. As such the Draft Budget is crafted to ensure the District can maintain liquidity even if the grant is not successfully transferred.

Major elements of the Budget include:

Construction

- 1) Locust Tree Basin Acquisition and Construction (less the locust tree property that will close in 25/26)
- 2) Paying for permitting work and all engineering on NS Phase 2 Pump Station and Pipeline (Bio, Basecamp and Cultural resources contract)
- 3) Buying a mower (though staff recommends holding this purchase till budget pressure is relieved)
- 4) finishing the Tracy Lake pump station
- 5) Finishing Teck Basin at SCADA

Water rights:

- 1) District Share of Micup work (Economist, GEI and Rincon)
- 2) Given the early 10,000 AF projected water delivery from EBMUD equals or exceeds our delivery capacity, I removed the WID water purchase this year.

Finance:

- 1) Increased budget to accommodate completing two additional audit year
- 2) Financial Advisor Contract to prepare for future financing opportunities. Budget projects spending \$50,000 this year to build financial policies. Staff anticipates additional Financial Advisor costs in 2027/28 for

Electric:

- 1) Increased North and South System Budgets from \$100,000 to \$175,000 apiece to accommodate longer operations season
- 2) Maintained other project budgets the same as last year

Positive Grant Balances: North System Phase 1 C and South System Phase 3 projects show almost \$1 million in revenue associated with grant revenue coming in after project expenses were paid

The main point the Board will want to consider is the cash flow impact of the Gotelli Basin Project Construction. The Budget reflect the capacity to carry the project, especially with the planned extension of the Voluntary Early Agreement Funded North System Phase 2 Project. However, the Districts revenue does come in lumpy with the next two allocations coming in In December of 26 and April of 27 respectively. With much of that revenue coming in April we need to be able to cash flow operations expenses and the construction costs. Assisting us in doing so is the projected cash balance of \$2.2 million to transfer to the 2026-27 budget as reserve funds. Further assisting cash flow is a total of \$995,470.15 due to NSJWCD for work done prior to October 1, 2025. Staff anticipates most of those dollars to being paid to the District this calendar year. In the unlikely event cash flow were to become a challenge, we could rely on another Dry Period Financing advance from the County and a line of credit from F&M Bank. We will also have an additional cash flow analysis available for the Board prior to awarding the Locust Tree Basin Construction Contracts.

We have faced this once before with the cash flow during the South System Phase 3 project. And it was close at times. As a result, I will likely be asking the Board to waive the reserve policy if necessary to meet cash flow during the project. However, staff is convinced that this is an important opportunity to significantly improve our recharge capacity.

**RECOMMENDATION:** Provide Direction to staff on Draft 2026/27 budget.

**FISCAL IMPACT:** Dependent on Board Direction.

	G&A	Groundwater Management	North System O&M (.Operations Fund)	Recharge Project O&M (.Operations Fund)	South System O&M (.Operations Fund)	Woodbridge/Cal-Fed O&M (.Operations Fund)	North System Phase 1B (Capital Outlay)	North System Phase 1C (Capital Outlay)	North System Phase 2 (Capital Outlay)	New South System Recharge Basin (Capital Outlay)	South System Phase 3 (Capital Outlay)	South System Phase 4 (Capital Outlay)
	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27
<b>REVENUES</b>												
6001 - Capital Assessments												
6002 - O&M Assessments												
6010 - Grants												
6010.1 - Prop.1 South System												
6010.2 - SGMA Grant								724,930				
6010.4 - Voluntary Agreement Grant												
6010.5 - IRWM Grant											270,540	
6010.6 - USDA Grant												
6020 - Ground Water Charge Revenue		3,200,000										
6025 - Intercompany Allocations												
6025.1 - Current Year GW Charge Allocation	463,745	(2,753,500)	239,500	186,500	227,000	51,100	10,000	20,000	285,851	1,128,625	10,000	100,000
6025.2 - GW Charge Reserve Allocation		60,000								971,245	185,000	
6025.3 - ID3 Allocations												
6040 - Interest Income	5,000	25,000										
6046 - Property Taxes	381,000											
6050 - Water Sales		40,000	6,000		30,000							
<b>TOTAL REVENUES</b>	<b>849,745</b>	<b>571,500</b>	<b>245,500</b>	<b>186,500</b>	<b>257,000</b>	<b>51,100</b>	<b>10,000</b>	<b>744,930</b>	<b>285,851</b>	<b>2,099,870</b>	<b>465,540</b>	<b>100,000</b>
<b>EXPENSES</b>												
6100 - Advertising												
6105 - Bank Charges												
6110 - Computer Software Fees	5,000											
6115 - Construction							10,000	20,000		1,235,000	185,000	
6116 - Land Acquisition									40,000	764,870		
6120 - Dues & Memberships	16,000	100,000										
6126 - Equipment Rental												
6130 - Fuel					500	100						
6134 - Groundwater Water Purchase												
6135 - Insurance												
6135.1 - Liability	6,900											
6135.2 - Property	6,000											
6140 - Interest Expense												
6142 - Lease Expenses	18,000	20,000										
6145 - Meeting Supplies	5,500											
6160 - Office Supplies	2,000											
6165 - Outside Services	2,000											
6166 - Permits - Fees												
6166.1 - Fees	2,800											
6166.2 - Permits	-			1,500								
6170 - Postage	825											
6175 - Public Outreach		25,000										
6180 - Professional Fees												
6180.1 - Accounting & Audits	95,000											
6180.3 - Consulting	82,520	50,000							40,151			
6180.4 - Engineering Expense	80,000	12,000	30,000	-	36,000	5,000			170,000	100,000	10,000	100,000
6180.5 - Hydrologist		187,000										
6180.6 - Legal	63,000	115,500	15,500		15,500							
6180.7 - Project Management	45,000											
6180.8 - Board Clerk	67,200											
6180.9 - Fee Administration Charges	14,000	12,000										
6180.11 - Biological Consultant									35,700			
6180.12 - Labor Compliance Consultant												
6180.13 - MICUP		40,000										
6205 - Repairs & Maintenance			20,000	100,000	20,000							
6214 - Subscriptions	3,700	10,000										
6215 - Supplies & Smalls Tools	5,000											
6228 - Travel	6,000											
6235 - Utilities												
6235.1 - Electricity			175,000		175,000	35,000						
6235.2 - Telephone	600											
6236 - Vehicle Expense	5,000				65,000							
6237 - Wages & Benefits												
6237.1 - ADP Payroll Fees	1,700											
6237.2 - Payroll Taxes	20,000											
6237.3 - Retirement Contribution	-											
6237.4 - Wages	275,000					6,000						
6237.5 - Worker's Comp	16,000											
6240 - Website & Webmaster	5,000											
6245 - Weed Control			5,000	20,000	10,000	5,000						
9996 - Contingency Fund												
9997 - Warrant Debt Repayment												
<b>TOTAL EXPENSES</b>	<b>849,745</b>	<b>571,500</b>	<b>245,500</b>	<b>186,500</b>	<b>257,000</b>	<b>51,100</b>	<b>10,000</b>	<b>20,000</b>	<b>285,851</b>	<b>2,099,870</b>	<b>195,000</b>	<b>100,000</b>
Budgeted Net Income/(Loss)	-	-	-	-	-	-	-	724,930	-	-	270,540	-
The 5,000 Deficit in ID3 is a paper deficit. There is a revenue stream to pay it over time												

	ID#3	ID#3A	ID#4	**TLID #1	TOTAL
	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27	Jul 26 - Jun 27
<b>REVENUES</b>					
6001 - Capital Assessments	108,121		10,000	18,000	136,121
6002 - O&M Assessments				28000	28,000
6010 - Grants					-
6010.1 - Prop.1 South System					-
6010.2 - SGMA Grant					724,930
6010.4 - Voluntary Agreement Grant					-
6010.5 - IRWM Grant					270,540
6010.6 - USDA Grant					-
6020 - Ground Water Charge Revenue					3,200,000
6025 - Intercompany Allocations					-
6025.1 - Current Year GW Charge Allocation	11,879			19,300	-
6025.2 - GW Charge Reserve Allocation				10,000	1,226,245
6025.3 - ID3 Allocations					-
6040 - Interest Income					30,000
6046 - Property Taxes					381,000
6050 - Water Sales					76,000
<b>TOTAL REVENUES</b>	<b>120,000</b>	<b>-</b>	<b>10,000</b>	<b>75,300</b>	<b>6,072,836</b>
<b>EXPENSES</b>					
6100 - Advertising					-
6105 - Bank Charges					-
6110 - Computer Software Fees				1,000	6,000
6115 - Construction				4,000	1,454,000
6116 - Land Acquisition					804,870
6120 - Dues & Memberships					116,000
6126 - Equipment Rental					-
6130 - Fuel					600
6134 - Groundwater Water Purchase					-
6135 - Insurance					-
6135.1 - Liability					6,900
6135.2 - Property					6,000
6140 - Interest Expense	20,000				20,000
6142 - Lease Expenses					38,000
6145 - Meeting Supplies					5,500
6160 - Office Supplies				200	2,200
6165 - Outside Services				1,000	3,000
6166 - Permits - Fees					-
6166.1 - Fees					2,800
6166.2 - Permits				100	1,600
6170 - Postage					825
6175 - Public Outreach					25,000
6180 - Professional Fees					-
6180.1 - Accounting & Audits				1,000	96,000
6180.3 - Consulting					172,671
6180.4 - Engineering Expense	5,000		10,000	2,000	560,000
6180.5 - Hydrologist					187,000
6180.6 - Legal				1,000	210,500
6180.7 - Project Management					45,000
6180.8 - Board Clerk					67,200
6180.9 - Fee Administration Charges					26,000
6180.11 - Biological Consultant					35,700
6180.12 - Labor Compliance Consultant					-
6180.13 - MICUP					40,000
6205 - Repairs & Maintenance				40,000	180,000
6214 - Subscriptions					13,700
6215 - Supplies & Smalls Tools					5,000
6228 - Travel					6,000
6235 - Utilities					-
6235.1 - Electricity				20,000	405,000
6235.2 - Telephone					800
6236 - Vehicle Expense					70,000
6237 - Wages & Benefits					-
6237.1 - ADP Payroll Fees					1,700
6237.2 - Payroll Taxes					20,000
6237.3 - Retirement Contribution					-
6237.4 - Wages					281,000
6237.5 - Worker's Comp					16,000
6240 - Website & Webmaster					5,000
6245 - Weed Control				5,000	45,000
9996 - Contingency Fund					-
9997 - Warrant Debt Repayment	100,000				100,000
<b>TOTAL EXPENSES</b>	<b>125,000</b>	<b>-</b>	<b>10,000</b>	<b>75,300</b>	<b>5,082,366</b>
<b>Budgeted Net Income/(Loss)</b>	<b>(5,000)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>990,470</b>
The 5,000 Deficit in ID3 is a paper deficit. There is a					

## PURCHASE AND SALE AGREEMENT

Locust Tree LLC (“Seller”) and North San Joaquin Water Conservation District (“Buyer” or “District”), enter into this Purchase and Sale Agreement for the Property defined below, as of the Effective Date, and agree as follows. Buyer and Seller are collectively referred to as the Parties.

### 1. GENERAL.

1.1. The Property. The Property that is the subject of this Agreement is the western approximately (15.97) acres of the real property located in San Joaquin County, California, known as APN 051-13-56, more particularly described as Parcel 1, as shown on that certain Parcel Map filed on February 28, 1995 in Book 20 or Parcel Maps, Page 12, San Joaquin County Records, together with all improvements and appurtenances located thereon and all easements in respect thereto (“Property”). The remainder of APN 051-13-56 not purchased by Buyer shall be referred to as the Remainder Property. The Parties shall mutually agree on the Property description and acreage based on a survey prepared by Buyer. In no event shall the gross acreage of the Property exceed 16 acres.

1.2. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Property and to establish the terms and conditions thereof.

1.3. Effective Date. The Effective Date of this Agreement is the date the Agreement has been signed by both parties and approved by Buyer’s Board of Directors at a duly noticed board meeting, which Board of Directors Approval must occur on or before May 18, 2026

2. SALE OF PROPERTY. Seller agrees to sell and Buyer agrees to purchase the Property on the terms and conditions specified in this Agreement.

### 3. TERMS OF SALE.

3.1. Purchase Price. The purchase price (“Purchase Price”) for the Property shall be Four Hundred Sixty-three Thousand, One Hundred Thirty and no/100 Dollars (\$463,130.00) (Twenty-Nine Thousand and no/100 Dollars multiplied by 15.97 acres). The Purchase Price shall be paid as follows:

3.1.1. Initial Deposit. Within ten days of the Effective Date of this Agreement, Buyer shall deposit in escrow with Title Company an earnest money deposit in the sum of

Twenty-five Thousand and No/100 Dollars (\$25,000.00) (the “Deposit”) in lawful money of the United States, with instructions that the Deposit will be held in accordance with the terms of this Agreement. The Deposit shall be held in an interest-bearing account and, except as otherwise provided herein, interest thereon shall accrue for the account of Buyer. In the event the sale of the Property is consummated, the Deposit, plus accrued interest, shall be applied to the Purchase Price. In the event of a Buyer breach which prevents the close of escrow, the Deposit shall be paid to Seller. In the event of a Seller breach which prevents the close of escrow, the Deposit shall be refunded to Buyer.

3.1.2. Balance. The balance of the Purchase Price, and Buyer’s share of fees, costs and title insurance, shall be paid by Buyer in immediately available funds at the close of escrow.

3.2. Access to District Water.

3.2.1. The District’s South System main pipeline runs along the western edge of the Property. Seller desires to retain access to the South System to irrigate the Remainder Property. As a covenant and agreement that shall survive the close of escrow, on or before March 1, 2028, the District shall install, at its sole cost and expense, a District owned lateral connection from the District’s main South System pipeline to the south-west corner (or such other location as shall be mutually agreed to between the parties) of the Remainder Property (which lateral connection shall consist of a tap into the main South System pipeline, a twelve (12) inch (or larger) lateral pipeline and a blind flange at the property line) (the “Lateral Connection”). Seller may install, at Seller’s sole cost and expense, a turn-out on the Lateral Connection to receive surface water from the District on the same terms and conditions as other landowners along the South System. The Lateral Connection shall be owned and controlled by the District and used to convey District water to District recharge projects and to the Remainder Property and other adjacent properties purchasing water from District.

3.2.2. In the event the District decides to transfer the Property prior to installation of the Lateral Connection, prior to such transfer it shall (i) install the Lateral Connection on the same terms and for the same purposes set forth in Section 3.2.1 and (ii) retain a District owned easement for the Lateral Connection. The Seller shall not be assessed any cost of the Lateral Connection as this cost is considered part of the consideration for the sale of the Property.

3.2.3. An Agreement Regarding South System Mainline Access (the “Water Access Agreement”) encompassing the terms and conditions of this Section 3.2, as may be further amended by agreement of the parties, shall be recorded on the Property upon the close of escrow.

4. ESCROW.

4.1. Opening. The purchase and sale of the Property shall be consummated by means of an escrow which is to be opened immediately after execution of this Agreement at Old Republic Title Company, Lodi, California 95242, Attention: Pam Cotta (herein "Title Company").

4.2. Closing. Escrow shall close on or before May 20, 2026, which date shall be referred to herein as the "Scheduled Closing Date". Any extensions beyond that date shall require the written consent of Buyer and Seller.

4.3. Instructions. This Agreement shall serve as escrow instructions for Title Company. Any further instructions shall be consistent with the terms of this Agreement, and shall provide that as between the parties, the terms of this Agreement shall prevail if there is any inconsistency.

4.4. Costs. Charges and expenses incurred in this transaction are to be borne by the parties as follows:

4.4.1. The parties shall equally divide the expenses of escrow and recording fees. Buyer shall receive a CLTA policy of title insurance at Buyer's expense. The cost of any endorsements to the title policy requested by Buyer shall be at Buyer's sole cost and expense.

4.4.2. Seller shall bear the cost of documentary transfer taxes.

4.4.3. Buyer shall bear the expense of any property survey, if required and the cost to create the new parcel comprising the Property.

4.4.4. Any miscellaneous costs shall be borne by the parties according to custom in the county in which the Property is located, as declared by Title Company.

5. CONDITIONS TO CLOSE OF ESCROW.

5.1. General. The provisions of this Section 5 are conditions precedent to the close of escrow described in Section 4 and unless otherwise provided expressly or by context, are covenants.

5.2. Title. Seller shall cause title to be conveyed to Buyer by a standard California grant deed subject only to current taxes and other exceptions approved by Buyer pursuant to this Agreement. The Title Company must be willing to issue its CLTA policy of title insurance insuring title in Buyer's name. The policy shall list only the taxes and

exceptions approved by Buyer pursuant to this Agreement . The policy may also include and only include the pre-printed exceptions common to such CLTA policies.

- 5.3. Easement. The close of escrow is contingent upon Seller granting to Buyer a twenty-five foot wide exclusive easement along the northern boundary of APNs 051-13-56 for access to the Property from Locust Tree Road, and for pipelines, in a form acceptable to the parties (the “Easement”), which Easement shall be reflected on Buyer’s CLTA title policy.
- 5.4. Inspections. Within thirty (30) days of the Effective Date, Buyer may obtain any inspections and/or surveys of the Property at Buyer’s sole expense, and Buyer may request that Seller make repairs or take other action regarding defects discovered in the inspections and/or surveys. Seller has no obligation to agree to or respond to Buyer’s requests. If Seller declines the Buyer’s requests, then Buyer may, within thirty (30) days of the Effective Date, serve written notice to Seller of Buyer’s election to cancel the purchase of the Property. If Buyer does not serve such written notice within the specified time, then Buyer shall be deemed to have accepted the Property in its “AS IS” condition.
- 5.5. Approval of Exceptions to Title. Within fourteen (14) calendar days of this Agreement, Buyer shall provide to Seller a written list of the exceptions set forth in the title report to be prepared by Title Company to which Buyer reasonably disapproves. Seller has no obligation to agree to or respond to Buyer’s list of disapproved items. If Seller declines to remove the disapproved items, then Buyer may, within seventeen (17) calendar days of the Effective Date, serve written notice to Seller of Buyer’s election to cancel the purchase of the Property. If Buyer does not serve such written notice within the specified time, then Buyer shall be deemed to have accepted the Property in its “AS IS” condition”, including the disapproved items. If Buyer notifies Seller prior to the end of the 14-day period that Buyer has disapproved the title report and has elected to terminate the Agreement, then Seller shall then have five (5) business days from the date of Buyer's notice to elect to cure such defects in a manner acceptable to Buyer, commit, in writing, to cure such defects in a manner acceptable to Buyer (in which event the cure committed to shall be deemed an affirmative covenant made by Seller to Buyer pursuant to this Agreement) or decline to cure such defects; provided however, notwithstanding anything in this Section to the contrary, (a) any mortgage, deed of trust or other lien of definite or ascertainable amount capable of cure by the payment of money (other than the lien of real estate taxes and assessments not yet due and payable) shall, without notification of objection by Buyer, be deemed unacceptable matters and shall be cured by Seller on or before close of escrow by the payment or escrow of sufficient funds to cause the Title Company to remove such matter as an exception, and (b) exceptions for

zoning and building ordinances/regulations, the lien of real estate taxes and assessments both general and special not yet due and payable and, those matters which would be disclosed by an accurate survey of the Property, shall be deemed to be approved by Buyer. If Seller elects not to cure such defects or if such defects are not cured in a manner reasonably acceptable to Buyer (which cure shall include, without limitation, the release and removal of the item in question as a matter of record title) within five (5) business days from the date of Buyer's title objection notice to Seller, Buyer shall have the right to terminate this Agreement by written notice to Seller delivered not later than two (2) business days after the end of such five (5) business day period or Buyer may, at Buyer's election, take title subject to the items previously objected to by Buyer with any cures made or promised by Seller and with the right to deduct liens or encumbrances of a definite or ascertainable amount from the Purchase Price, upon giving Seller notice of such election within such five (5) business day period. If Buyer fails to deliver notice of Buyer's election to terminate within such five (5) business day period, Buyer shall be deemed to have elected not to terminate the Agreement pursuant to this Section. If Buyer so terminates, the Agreement shall terminate, the Deposit shall be returned promptly to Buyer and neither Seller nor Buyer shall have any further right or obligation under the Agreement, other than obligations that are expressly identified in the Agreement as surviving the termination of the Agreement.

5.6. Cash and Deed. Buyer shall deposit with Title Company the cash and documents required from Buyer in connection with the escrow and shall cause Title Company to deliver the purchase consideration to Seller upon the close of escrow. Seller shall cause Title Company to be ready, willing and able to record and deliver to Buyer the duly executed and acknowledged grant deed referred to in Section 5.2.

5.7. Failure of Title. If Seller is unwilling or unable to convey marketable title in the aforesaid condition within the allowable time to close escrow, or if the Property or any portion thereof shall have been destroyed or materially damaged by whatever cause, Buyer may either accept the Property in its then state and condition of title or terminate this transaction and receive a refund of the Deposit. If Buyer elects to terminate, Buyer shall not have any claim against Seller or the Property (except that Buyer's Deposit shall be refunded). Seller shall be deemed able to deliver (or have delivered) marketable title herein required if and when Title Company stands ready to issue (or has issued) upon the closing hereof its standard form CLTA Policy of Title Insurance showing title vested in Buyer subject only to the standard pre-printed exceptions of such policy, current taxes and assessments, and other exceptions expressly approved (or deemed approved) by Buyer pursuant to Section 5.5.

6. RISK OF LOSS. From and after close of escrow, Buyer assume and shall bear all risks of loss to the Property upon delivery of possession.
7. POSSESSION. Seller shall deliver possession of the Property to Buyer on the close of escrow.
8. DISCLOSURES. Seller shall disclose if the Property lies within the following natural hazard areas or zones: (1) a special flood hazard area designated by the Federal Emergency Management Agency (Cal. Civ. Code § 1102.17); (2) an area of potential flooding (Cal. Gov. Code § 8589.4); (3) a very high fire hazard severity zone (Cal. Gov. Code § 51183.5); (4) a wild land area that may contain substantial forest fire risks and hazards (Pub. Resources Code § 4136); (5) an earthquake fault zone (Pub. Resources Code § 2621.9); or (6) a seismic hazard zone (Pub. Resources Code § 2694). Seller agrees that Seller will employ the services of a company (“NHDS Provider”), and hereby instructs Title Company to retain an NHDS Provider, to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling Seller to fulfill any disclosure obligations with respect to the natural hazards referred to in California Civil Code Section 1102.6c(a) and to report the result of its examination, in writing, to Buyer and Seller using substantially the form of the "NATURAL HAZARD DISCLOSURE STATEMENT” set forth in California Civil Code Section 1102.6c(b). The written report prepared by NHDS Provider (the “NHDS Report”) regarding the results of its examination fully and completely discharges Seller from its disclosure obligations referred to herein, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding the non-liability of Seller for errors or omissions not within in its personal knowledge shall be deemed to apply and NHDS Provider shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and the NHDS Report regarding the natural hazards referred to above. Title Company shall cause the NHDS Report shall be delivered to Buyer within ten (10) business days from the Effective Date.
9. CROP. Buyer shall be entitled to harvest the 2025 cherry crop on the Property provided this harvest is completed prior to the close of escrow.
10. BUYER’S DUE DILIGENCE; AS IS.
  - 10.1. Buyer acknowledges and agrees that Buyer has been given or will be given, at Buyer’s own cost and expense, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer’s choosing, including, without limitation: (i) the quality, nature, adequacy and physical condition of the Property, including, but not limited to, access, soils, geology and any ground water; (ii) the existence, quality, nature, adequacy, and physical condition of

utilities or infrastructure serving the Property; (iii) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose; (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property; (v) the compliance of the Property or the Property's operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions, of any governmental or quasigovernmental entity or any other person or entity; (vi) the presence of Hazardous Materials (as defined below) on, under or about the Property or the adjoining or neighboring property; (vii) the quality of any labor and materials used in any improvements on or benefiting the Property; (viii) condition of title to the Property; (ix) the economics of the present or future operation of the Property; and (x) all other matters of any significance affecting the Property whether physical in nature or intangible in nature, such as the political climate with respect to the governmental agencies that have jurisdiction over the Property, development of the Property or the construction of improvements on the Property.

10.2. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER (OTHER THAN THOSE MADE BY SELLER EXPRESSLY HEREIN), EXPRESS OR IMPLIED, FROM SELLER, SELLER'S AGENTS OR BROKERS, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THOSE ITEMS AND ASPECTS OF THE SUBJECT PROPERTY REFERENCED IMMEDIATELY ABOVE.

10.3. "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under any environmental law; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, and (E) asbestos.

11. BROKERS. Buyer has not used a broker. Seller has used the following broker: Rotner and Associates Inc. Seller shall be 100 percent responsible for any broker fee. Seller agrees to indemnify Buyer against any claim asserted against or adjudged against Buyer,

for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of each such party, including all attorney's fees, costs, expenses, and any other fees incurred by, charged against, or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

12. SELLER REPRESENTATIONS AND WARRANTIES. The Property is being sold "AS IS". Other than as set forth in this Section 12, Seller makes no express or implied warranties of any kind with respect to the Property.

12.1. Toxic Substances. Other than the use of insecticides, herbicides, pesticides and fertilizer used as part of ordinary farming practices on the Property, Seller has no actual knowledge of any Hazardous Materials in existence on or below the surface of the Property.

12.2. Leases. Upon close of escrow, there will be no leases or other third-party rights of possession related to the Property, except as specifically set forth in the CLTA title policy issued to Buyer. Notwithstanding the foregoing sentence, Buyer objects to Exceptions 15 and 16 appearing of record (as same are set forth in the Preliminary Report (First Amended Report) dated April 21, 2026, issued by Old Republic Title Company (Order Number 1212033213-PC)).

12.3. Other Matters. Except as stated in the Seller's disclosure documents and/or the title company's preliminary title report, Seller has no knowledge of any liens, licenses, claims encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property and to adjacent properties, or rights of way of any nature not disclosed on the public record. Seller has no actual knowledge of any pending litigation involving the Property. Seller has no actual knowledge of any violations or notices concerning defects or noncompliance with any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Property. To Seller's actual knowledge, Seller is not in default under any contract, note or encumbrance relating to the Property. Except as stated in the Seller's disclosure documents, to the best of Seller's actual knowledge, the Property and the improvements on the Property are in good condition, reasonable wear and tear excepted, and Seller has no actual knowledge of any material defects in the Property.

12.4. No Other Seller Warranties. As used in this Agreement, the term "**Seller's actual knowledge**" or words of similar import shall mean to the actual present knowledge of Thomas Gotelli on behalf of Seller, without independent investigation or

inquiry and without any duty to investigate. There shall be no personal liability on the part of Thomas Gotelli arising out of any representations or warranties made herein. Except as otherwise stated herein, Seller, its employees, and agents, have not made any representations or warranties as to the physical condition of the Property. Buyer acknowledges that no such representations have been made and that Buyer has had the opportunity to seek independent expert assistance to inspect the Property. Except as otherwise stated herein, Buyer shall purchase the property and improvements "AS IS".

13. BUYER REPRESENTATIONS AND WARRANTIES. Buyer makes the following representations, warranties and covenants to Seller:
  - 13.1. Buyer has the right, power and authority to enter into this Agreement and to perform its obligations hereunder. The persons executing this Agreement on behalf of Buyer have the right, power and authority to bind Buyer to this Agreement.
  - 13.2. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally. This Agreement does not violate any provision of any material agreement or document to which Buyer is a party or by which Buyer is bound.
  - 13.3. There are no lawsuits, claims, suits, proceedings or investigations pending or, to Buyer's knowledge, threatened against Buyer arising out of or concerning Buyer's purchase of the Property. There are no actions, suits or proceedings pending or, to Buyer's knowledge, threatened against Buyer which question the legality or propriety of the transactions contemplated by this Agreement.
  - 13.4. Buyer has examined or will examine the Property, is familiar with its physical condition and, except as otherwise expressly set forth in this Agreement, accepts the Property in an "As Is" condition. Seller has not made and does not make any representations as to the physical condition of the Property.
14. SURVIVAL OF WARRANTIES. The warranties set forth Sections 12 and 13, as well as all other warranties, covenants, and other obligations described herein, shall survive the close of escrow and delivery of the deed for a period of twelve (12) months. Notwithstanding the foregoing sentence or anything to the contrary contained in this Agreement, the obligations of the Buyer as set forth in Section 3.4 and the Water Access Agreement shall not be subject to the limitation in this Section 14.

15. INDEMNIFICATION.

- 15.1. Seller shall defend, indemnify and hold Buyer, and its officers, agents, representatives, and employees (“Buyer Parties”), harmless from any and all third-party claims, liabilities, losses, damages, expenses, obligations, and costs (including without limitation attorney fees and costs) of every nature arising out of or in connection with a failure of a Seller representation or warranty, or a procedural defect under Seller’s control which might invalidate the provisions of this Agreement or the delivery of title to the Property, except to the extent caused by the negligence or willful misconduct of Buyer or the Buyer Parties.
- 15.2. Buyer shall indemnify, defend, and hold Seller, and its officers, agents, representatives, and employees (“Seller Parties”) harmless from any and all claims, liabilities, losses, damages, expenses, obligations, and costs (including without limitation attorney fees and costs) of every nature arising out of or in connection with a failure of a Buyer representation or warranty, or Buyer’s activities on the Property under this Agreement, including, but not limited to, its due diligence activities and evaluations, or its failure to comply with any obligations contained in this Agreement, except to the extent caused by the negligence or willful misconduct of Seller or the Seller Parties.
- 15.3. The provisions of this Section 15 shall survive the expiration and/or termination of this Agreement.

16. MISCELLANEOUS.

- 16.1. Choice of Law, Courts, Attorneys’ Fees. This agreement has been executed in Lodi, California, and shall be governed by and construed in accordance with the laws of the State of California. Any legal action related to this Agreement shall be commenced in the County in which the Property is located. The successful party in such proceedings shall be entitled to reasonable attorneys’ fees to be determined by the Court.
- 16.2. Assignments. Buyer may not assign this Agreement, in whole or in part, without the prior written consent of Seller, which may be withheld in Seller’s sole and absolute discretion.
- 16.3. Time of Essence, Binding Effect. Time is of the essence of this Agreement and each and every provision hereof. The provisions of this Agreement shall apply to and bind the heirs, successors, representatives and approved assigns of the parties hereto.

- 16.4. Integration. This Agreement, including the Exhibits referred to herein, contain the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter which are not fully expressed herein. This Agreement may be modified only by a writing signed by the party against whom it is sought to be enforced.
- 16.5. Exhibits. All Exhibits to which reference is made are deemed incorporated into this Agreement as though fully set forth at length, whether or not actually attached.
- 16.6. Additional Documents. Each party shall execute and deliver such documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.
- 16.7. Notice. Any notice required or desired to be given by either party to this Agreement shall be in writing and shall be personally served, or in lieu of personal service, may be given by depositing such notice in the United States mail, registered or certified, postage prepaid, addressed to the other at the address listed opposite such party's name at the end of this Agreement. Any notice given by registered or certified mail shall be deemed to have been given on the third business day after its deposit in the United States mail. Any notice given by mail other than registered or certified mail shall be deemed given only if received by the other party and then on the date of receipt. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.
- 16.8. Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the close of escrow and the delivery of deeds hereunder.
- 16.9. Waiver. Waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition, or promise hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

- 16.10. Non-Foreign Affidavit. Seller agrees to deliver through the escrow a Non-Foreign Affidavit pursuant to Section 1445 (b) (2) of the Internal Revenue Code in form and substance satisfactory to the parties.
- 16.11. Drafting and Preparation. Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement or any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of the same.
- 16.12. Legal Representation. The parties hereto acknowledge that Stoel Rives LLP is representing Buyer in connection with the drafting of this Agreement, and that Seller has been advised by Buyer and their attorney to seek their own independent legal counsel and they have either done so or have waived the right to do so.
- 16.13. Sale in Lieu of Condemnation. Buyer has previously informed Seller that Buyer is a duly authorized and organized political subdivision of the State with the power of eminent domain. Buyer and Seller have entered into this Agreement under the threat of Buyer's power of eminent domain to acquire the Property and in order to avoid the risk, uncertainty, delay and costs associated with eminent domain litigation and condemnation proceedings.

*[end of agreement, signatures on next page]*

This Agreement has been executed on the dates set forth below:

<b>SELLER:</b>	<b>BUYER:</b>
Name: Mari M. Gotelli, Manager For Locust Tree LLC, a California limited liability company  Date: _____ Address: _____ _____	Joe Valente, Board President North San Joaquin Water Conservation District Date: _____

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

Portions of APNs 051-130-56

Space Above for recorder's use  
Exempt from recording fees (Gov. Code §§ 6103, 27383)

### Access Road and Pipeline Easement Agreement

This ACCESS ROAD AND PIPELINE EASEMENT AGREEMENT (Agreement) is by and Locust Tree LLC (**Grantor**), and NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (**Grantee** or **District**).

#### RECITALS

- a. District acquired the property described on **Exhibit B (District Property)** from Grantor, and Grantor retained the Remainder Property described on **Exhibit A (Grantor Property)**.
- b. District is a California Water Conservation District that plans to use the District Property for District purposes and desires an access easement for ingress and egress to the District Property, and an easement for pipelines for District purposes, over the Grantor Property (the **Easements**).
- c. Grantor desires to grant the Easements to District on the terms and conditions set forth herein. The grant of the Easements is part of the material consideration provided by Grantor in exchange for the purchase price that District paid Grantor for the District Property.

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and District agree as follows:

#### AGREEMENT

1. **Grant of Easements:**
  - a. **Easements.** Grantor grants to District perpetual, non-exclusive Easements in, on, over and through the northern twenty-five feet of Grantor's Property as shown on Exhibit C for (i) ingress and egress to the District Property, and (ii) construction, re-construction, installation, maintenance, inspection, operation, repair and replacement of water pipelines and related appurtenant facilities related to District operations.

- b. **Appurtenance.** The Easements are appurtenant to the Grantor Property and benefit the District Property, and shall extend to and bind the heirs, successors and assigns of Grantor and the successors and assigns of District, and all covenants of this Agreement shall expressly run with Grantor Property and District Property.

## 2. **Conditions.**

- a. District construction and maintenance activity in the Easements shall be reasonably coordinated with Grantor to avoid interference with farming operations.
- b. District shall reasonably compensate Grantor for damage to growing crops, trees, vines, and other improvements to Grantor's Property, located outside of the Easement Area, that arises out of or is caused by the construction, operation, use, maintenance, and replacement of District improvements in the Easement area. Notwithstanding the above, Grantor shall not plant crops in the Easement area (although trees existing in the Easement at the time of this Agreement can remain until they need to be removed for District purposes). If Grantor plants over the Easement, or with respect to plantings that exist as of the date of this Agreement, District may remove the plantings and shall not be obligated to compensate Grantor.
- c. District agrees to keep any improvements installed pursuant to this Agreement in good order, condition, and repair at all times, or safely abandon improvements that are no longer in use.
- d. District and Grantor shall share road maintenance expenses to maintain the road in its current state in the Easement Area 50/50, subject to prior approval of District. Extraordinary maintenance expenses created by one party or the other associated with heavy traffic on the roadway (for example an orchard removal by Grantor or pipeline installation by Grantee) shall be borne solely by the party that creates them.

## 3. **Indemnification.**

- a. District shall indemnify and save Grantor, its members, managers, agents, officers, and employees harmless from and against any claims, suits, actions, damages, penalties and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in and about the Easement area by District, its employees, agents, licensees, guests and invitees; provided, that Grantor shall not be held harmless from its own acts or those of its agents, employees, licensees, guests, or invitees.
- b. Grantor shall indemnify and save District, its directors, managers, agents, officers, and employees harmless from and against any claims, suits, actions, damages, penalties and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in and about the Easement area by Grantor, its employees, agents, licensees, guests and invitees; provided, that District shall not be held harmless from its own acts or those of its agents, employees, licensees, guests, or invitees.

- 4. **Insurance.** District at its cost shall maintain comprehensive liability and property damage insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence

combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property resulting from operations contemplated under this Agreement, use of owned and non-owned automobiles, products and completed operations. District may provide such insurance through a blanket policy provided that the amount of insurance will not be affected by other policy losses.

**5. Dispute Resolution.** All claims and disputes arising under or relating to this Agreement, other than claims for injunctive relief, are to be settled by binding arbitration pursuant to the commercial rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Any claim for injunctive relief may be pursued in a court of law.

**6. Recording.** District shall record this Agreement at District's expense.

**7. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**8. Counterparts.** This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this Amendment, on this \_\_\_\_ day of May, 2026.

**GRANTOR:**

LOCUST TREE LLC

\_\_\_\_\_  
By: Mari M. Gotelli, Manager

**DISTRICT:**

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
By: Joe Valente, President Board of  
Directors





PUBLIC AGENCY DEED ACCEPTANCE

This is to certify that the interest in real property conveyed by the instrument titled **Access Road and Pipeline Easement Agreement** dated May \_\_, 2026, from Locust Tree LLC, a California limited liability company, to North San Joaquin Water Conservation District (NSJWCD), a political corporation and/or governmental agency is hereby accepted by the undersigned officer on behalf of NSJWCD pursuant to authority conferred by resolution of the NSJWCD Board of Directors adopted on May 18, 2026 and NSJWCD consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Joe Valente, President Board of Directors

**EXHIBIT A – LEGAL DESCRIPTION OF GRANTOR PROPERTY**

**REMAINDER LOCUST TREE, LLC:**

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

All of said Parcel 1.

EXCEPTING THEREFROM the following described land, being more particularly described as follows:

A strip of land, 524.02 feet wide, being the west 524.02 feet of said Parcel 1.

Containing 42.455 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

**EXHIBIT B- LEGAL DESCRIPTION OF DISTRICT PROPERTY**

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT PARCEL:**

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A strip of land, 524.02 feet wide, being the west 524.02 feet of said Parcel 1.

Containing 15.97 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

# EXHIBIT "C"

## LEGAL DESCRIPTION (PERPETUAL NON-EXCLUSIVE INGRESS/EGRESS ACCESS AND PIPELINE EASEMENT)

### LOCUST TREE, LLC to NSJWCD EASEMENT:

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A strip of land, 25.00 feet wide, being the north 25.00 feet of said Parcel 1, lying between the west right-of-way line of Locust Tree Road and the east line of the west 524.02 feet of said Parcel 1.

A plat (Exhibit "C") showing the above described area is attached hereto and made a part thereof.

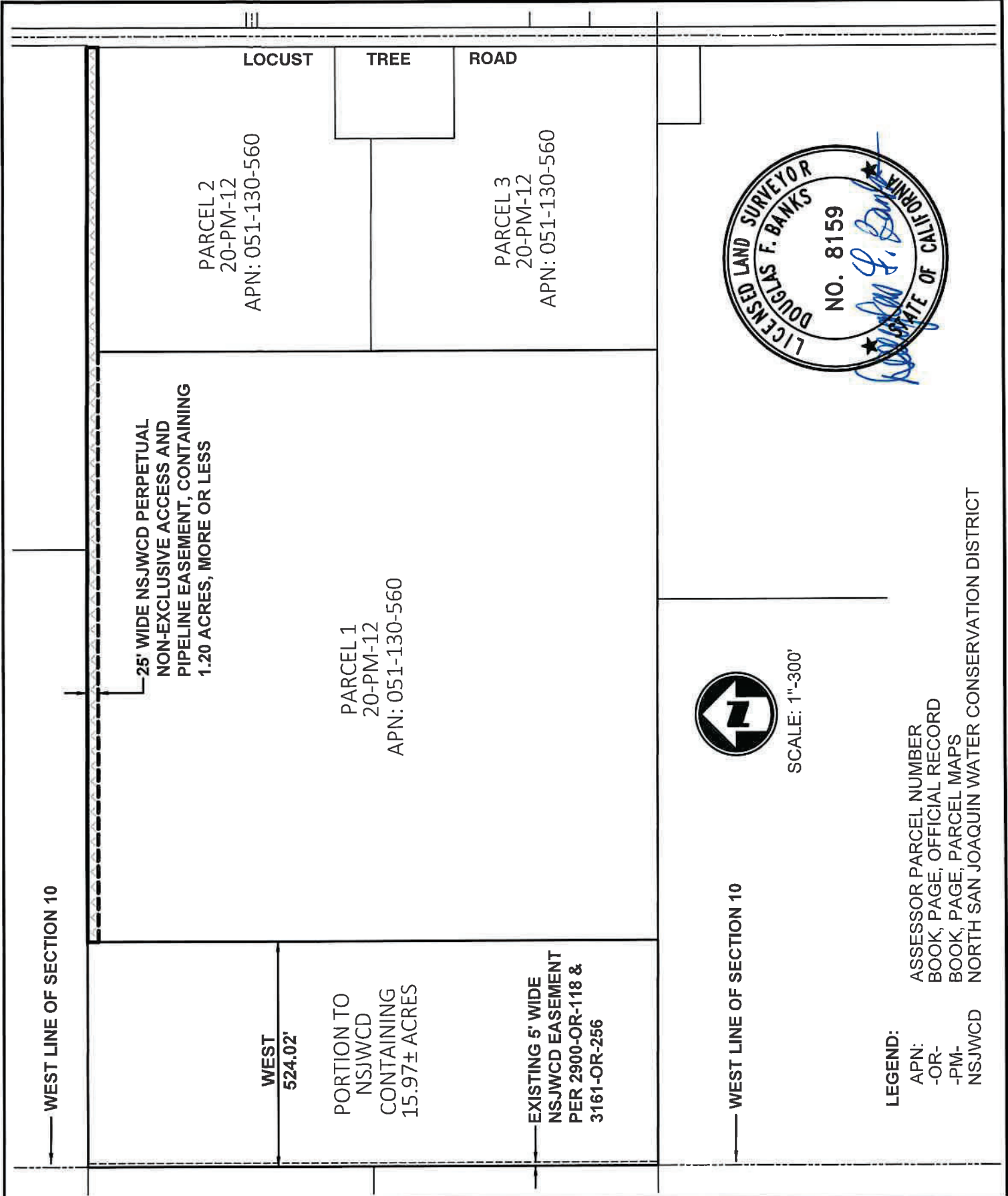
Containing 1.20 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

Dated: 4.23.2026





MCR ENGINEERING, INC.  
1242 DUPONT COURT  
MANTECA, CA 95336  
TEL: (209) 239-6229  
FAX: (209) 239-8839

EXHIBIT "C"  
25' WIDE NSJWCD PERPETUAL  
NON-EXCLUSIVE ACCESS EASEMENT

SAN JOAQUIN COUNTY,

CALIFORNIA

BY:	DFB
DATE:	4/22/2026
SHEET:	1 OF 1
FILE:	26-026 NSJWCD PROP.dwg

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

Portions of APNs 051-130-56

Space Above for recorder's use  
Exempt from recording fees (Gov. Code §§ 6103, 27383)

### Agreement Regarding Access to South System Mainline

This AGREEMENT REGARDING ACCESS TO SOUTH SYSTEM MAINLINE (Agreement) is by and Locust Tree LLC (**Seller**), and NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (**District**).

#### RECITALS

- a. District acquired the property described on **Exhibit B (District Property)** from Seller, and Seller retained the Remainder Property described on **Exhibit A (Remainder Property)**.
- b. At the time of District's acquisition of the District Property, District had an easement over the western portion of what would become the District Property for District's South System Mainline (Mainline), and Seller had the ability to install a turn-out in the Mainline to access District surface water on the same terms and conditions as other landowners in the vicinity of District's South System.
- c. District's acquisition of the District Property will eliminate Seller's immediate adjacent access to the Mainline.
- d. District has plans to install a new District Lateral Connection from the Mainline, through the District Property, to enable Seller to install a turnout off the Lateral Connection to access surface water, and other District purposes.
- e. The purpose of this Agreement is to set forth the agreement of the Parties regarding providing for Seller's continued access to the Mainline, and is part of the material consideration between the parties related to District's acquisition of the District Property from Seller.

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Seller agree as follows:

## AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein.
  
2. **Lateral Connection.** The District's South System main pipeline runs along the western edge of the Property. Seller desires to retain access to the South System to irrigate the Remainder Property. As a covenant and agreement related to District's purchase of the District Property, on or before March 1, 2028, District shall install, at its sole cost and expense, a District owned lateral connection from the District's main South System pipeline to the south-west corner (or such other location as shall be mutually agreed to between the parties) of the Remainder Property (which lateral connection shall consist of a tap into the main South System pipeline, a twelve (12) inch (or larger) lateral pipeline and a blind flange at the property line) (the "Lateral Connection"). Seller may install, at Seller's sole cost and expense, a turn-out on the Lateral Connection to receive surface water from the District on the same terms and conditions as other landowners along the South System. The Lateral Connection shall be owned and controlled by the District and used to convey District water to District recharge projects and to the Remainder Property and other adjacent properties purchasing water from District.
  
3. **Reservation and Construction.** In the event the District decides to transfer the Property, prior to such transfer it shall (i) install the Lateral Connection on the same terms and for the same purposes set forth in Section 2 above and (ii) retain a District owned easement for the Lateral Connection. The Seller shall not be assessed any cost of the Lateral Connection as this cost is considered part of the consideration for the Seller's sale of the Property to the District.
  
4. **No Guarantee.** Nothing in this Agreement shall be interpreted as a guarantee that District will provide any quantity or quality of water to the Remainder Property. This Agreement is only intended to preserve to Seller reasonably comparable access to the Mainline after the District's acquisition of the District Property. Seller shall comply with all applicable District rules related to installation of turn-outs and use of District water.
  
5. **Termination.** This Agreement shall terminate (1) if Seller has not installed a turn-out and taken delivery of surface water for the Remainder Property on or before December 31, 2033; or (2) if the District abandons the Mainline and does not replace it with a similar water conveyance in a similar location.
  
3. **Indemnification.** Seller shall indemnify and save District, its members, managers, agents, officers, and employees harmless from and against any claims, suits, actions, damages, penalties and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in and about the District Property, by Seller or its employees, agents, licensees, guests and invitees in the exercise of rights granted under this Agreement; provided, that District shall not be held harmless from its own acts or those of its agents, employees, licensees, guests, or invitees.

**5. Dispute Resolution.** All claims and disputes arising under or relating to this Agreement, other than claims for injunctive relief, are to be settled by binding arbitration pursuant to the commercial rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Any claim for injunctive relief may be pursued in a court of law. The prevailing party shall be entitled to recover its attorneys' fees and costs.

**6. Recording.** District shall record this Agreement at District's expense.

**7. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**8. Counterparts.** This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document.

**IN WITNESS WHEREOF**, the parties have executed this Amendment, on this \_\_\_\_\_ day of May, 2026.

**GRANTOR:**

LOCUST TREE LLC

\_\_\_\_\_  
By: Mari M. Gotelli, Manager

**DISTRICT:**

NORTH SAN JOAQUIN WATER  
CONSERVATION DISTRICT

\_\_\_\_\_  
By: Joe Valente, President Board of  
Directors





**EXHIBIT A – LEGAL DESCRIPTION OF REMAINDER PROPERTY**

**REMAINDER LOCUST TREE, LLC:**

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

All of said Parcel 1.

EXCEPTING THEREFROM the following described land, being more particularly described as follows:

A strip of land, 524.02 feet wide, being the west 524.02 feet of said Parcel 1.

Containing 42.455 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

**EXHIBIT B- LEGAL DESCRIPTION OF DISTRICT PROPERTY**

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT PARCEL:**

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A strip of land, 524.02 feet wide, being the west 524.02 feet of said Parcel 1.

Containing 15.97 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

**RECORDING REQUESTED BY**

**NSJWCD**

**AND WHEN RECORDED MAIL TO:**

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

**SPACE ABOVE THIS LINE FOR  
RECORDER'S USE**

A.P.N.: PORTION OF 051-130-560-000

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is: \$\_\_\_\_\_.00 R&T 11922

( ) computed on full value of property conveyed, or

( ) computed on full value less of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: ( ) City of \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**LOCUST TREE, LLC, a California limited liability company**

hereby GRANTS(S) to

**NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT, a political corporation and/or  
governmental agency**

In fee title, all right title and interest in the following described real property in the unincorporated  
area, County of San Joaquin, State of California, described as:

\*\*\*\*\* See Exhibit "B" attached hereto and made a part hereof for full legal description \*\*\*\*\*

**LOCUST TREE, LLC, a California limited liability company**

By: \_\_\_\_\_  
MARI M. GOTELLI, MANAGER

Dated: \_\_\_\_\_

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN,  
MAIL AS DIRECTED ABOVE.

SAME AS ABOVE

Name

Street Address

City & State

**GENERAL ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_,

before me, \_\_\_\_\_, Notary Public, personally appeared

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(This area for official notarial seal)

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_

# EXHIBIT "B"

## LEGAL DESCRIPTION (DISTRICT PROPERTY)

### NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT PARCEL:

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A strip of land, 524.02 feet wide, being the west 524.02 feet of said Parcel 1.

A plat (Exhibit "B") showing the above described area is attached hereto and made a part thereof.

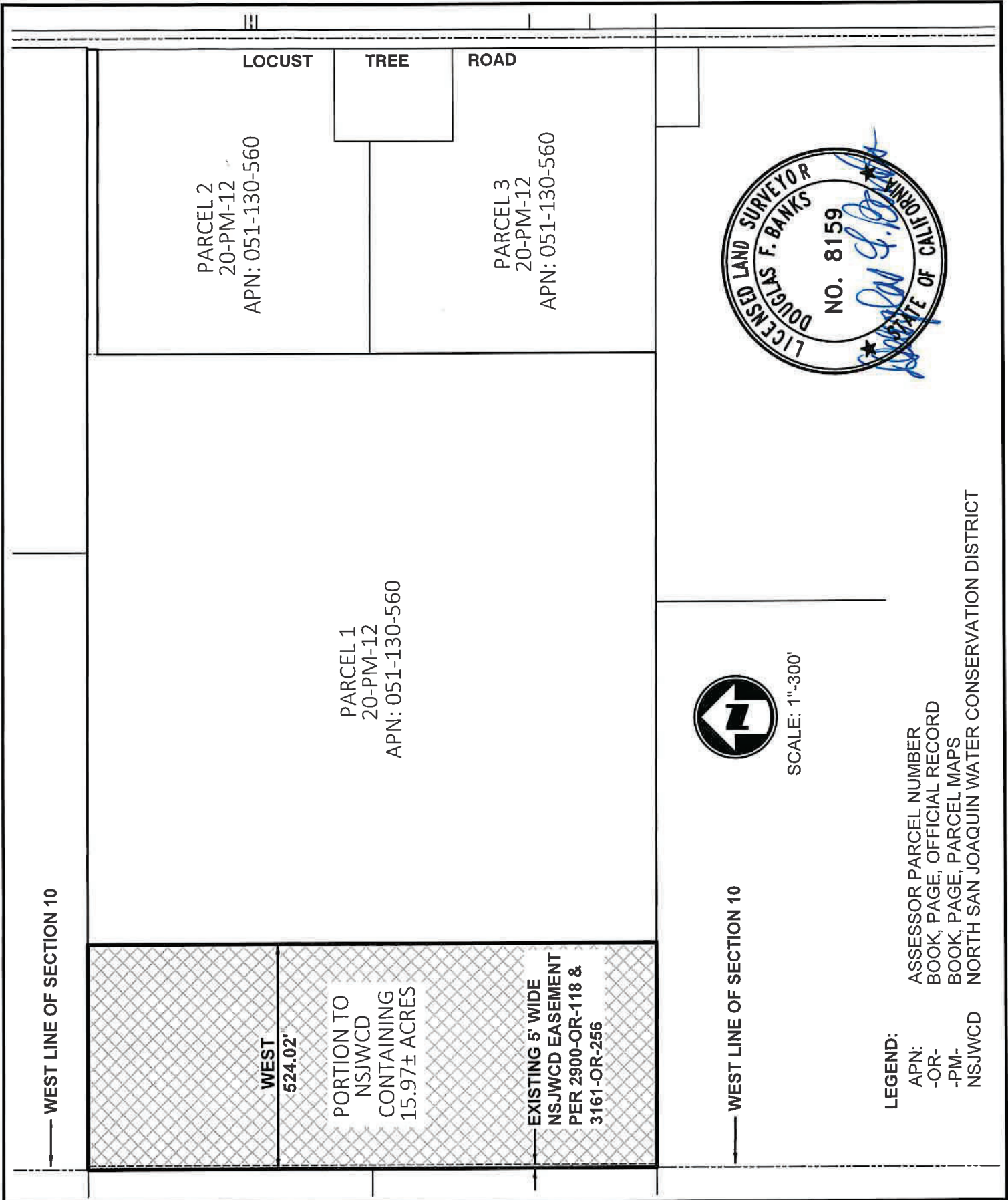
Containing 15.97 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

Dated: *4.23.2026*





MCR ENGINEERING, INC.  
1242 DUPONT COURT  
MANTECA, CA 95336  
TEL: (209) 239 - 6229  
FAX: (209) 239 - 8839

EXHIBIT "B"  
NSJWCD PROPERTY PURCHASE

SAN JOAQUIN COUNTY,

CALIFORNIA

BY:	DFB
DATE:	4/22/2026
SHEET:	1 OF 1
FILE:	26-023 NSJWCD PROP.dwg

**PUBLIC AGENCY ACCEPTANCE DEED**

This is to certify that the interest in real property conveyed by the Grant Deed dated May \_\_, 2026 from Locust Tree LLC to North San Joaquin Water Conservation District (NSJWCD), a political corporation and/or governmental agency is hereby accepted by the undersigned officer or agent of the NSJWCD Board pursuant to authority conferred by resolution of the Board adopted on May 18, 2026, and the Grantee consents to recordation by its duly authorized officer.

Dated: \_\_\_\_\_

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

Joe Valente

Board President

**RECORDING REQUESTED BY**

**LOCUST TREE, LLC**

**AND WHEN RECORDED MAIL TO:**

**LOCUST TREE, LLC  
P.O. BOX 277  
Victor, CA 95253**

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

A.P.N.: PORTION OF 051-130-560-000

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is: \$\_\_\_\_\_00 R&T 11911

( ) computed on full value of property conveyed, or

( ) computed on full value less of liens and encumbrances remaining at time of sale.

(X) Unincorporated area: ( ) City of \_\_\_\_\_

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**LOCUST TREE, LLC, a California limited liability company**

hereby GRANTS(S) to

**LOCUST TREE, LLC, a California limited liability company**

In fee title, all right title and interest in the following described real property in the unincorporated area, County of San Joaquin, State of California, described as:

\*\*\*\*\* See Exhibit "D" attached hereto and made a part hereof for full legal description \*\*\*\*\*

**LOCUST TREE, LLC, a California limited liability company**

By: \_\_\_\_\_  
MARI M. GOTELLI, MANAGER

Dated: \_\_\_\_\_

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.

SAME AS ABOVE

Name

Street Address

City & State

**GENERAL ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_,

before me, \_\_\_\_\_, Notary Public, personally appeared

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(This area for official notarial seal)

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_

# EXHIBIT "D"

## LEGAL DESCRIPTION (LOCUST TREE, LLC REMAINDER PARCEL)

### REMAINDER LOCUST TREE, LLC:

A portion of Parcel 1 as shown on that certain Parcel Map filed for record on February 28, 1995, in Book 20 of Parcel Maps, Page 12, San Joaquin County Records, situate in San Joaquin County, State of California, lying in the northwest quarter (NW 1/4) of Section 10, Township 3 North, Range 7 East, Mount Diablo Base and Meridian, being more particularly described as follows:

All of said Parcel 1.

EXCEPTING THEREFROM the following described land, being more particularly described as follows:

A strip of land, 524.02 feet wide, being the west 524.02 feet of said Parcel 1.

A plat (Exhibit "B") showing the above described area is attached hereto and made a part thereof.

Containing 42.455 acres, more or less.

Subject to all existing easements, restrictions and rights-of-way of record.

END OF DESCRIPTION

Dated: *4.23.2026*



WEST LINE OF SECTION 10

WEST  
524.02'

PORTION TO  
NSJWCD  
CONTAINING  
15.97± ACRES

EXISTING 5' WIDE  
NSJWCD EASEMENT  
PER 2900-OR-118 &  
3161-OR-256

WEST LINE OF SECTION 10

25' WIDE NSJWCD PERPETUAL  
NON-EXCLUSIVE ACCESS AND  
PIPELINE EASEMENT, CONTAINING  
1.20 ACRES, MORE OR LESS

PARCEL 1  
20-PM-12  
APN: 051-130-560  
42.455± ACRES

PARCEL 2  
20-PM-12  
APN: 051-130-560

PARCEL 3  
20-PM-12  
APN: 051-130-560

LOCUST

TREE

ROAD



SCALE: 1"=300'

**LEGEND:**

- APN: ASSESSOR PARCEL NUMBER
- OR- BOOK, PAGE, OFFICIAL RECORD
- PM- BOOK, PAGE, PARCEL MAPS
- NSJWCD NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

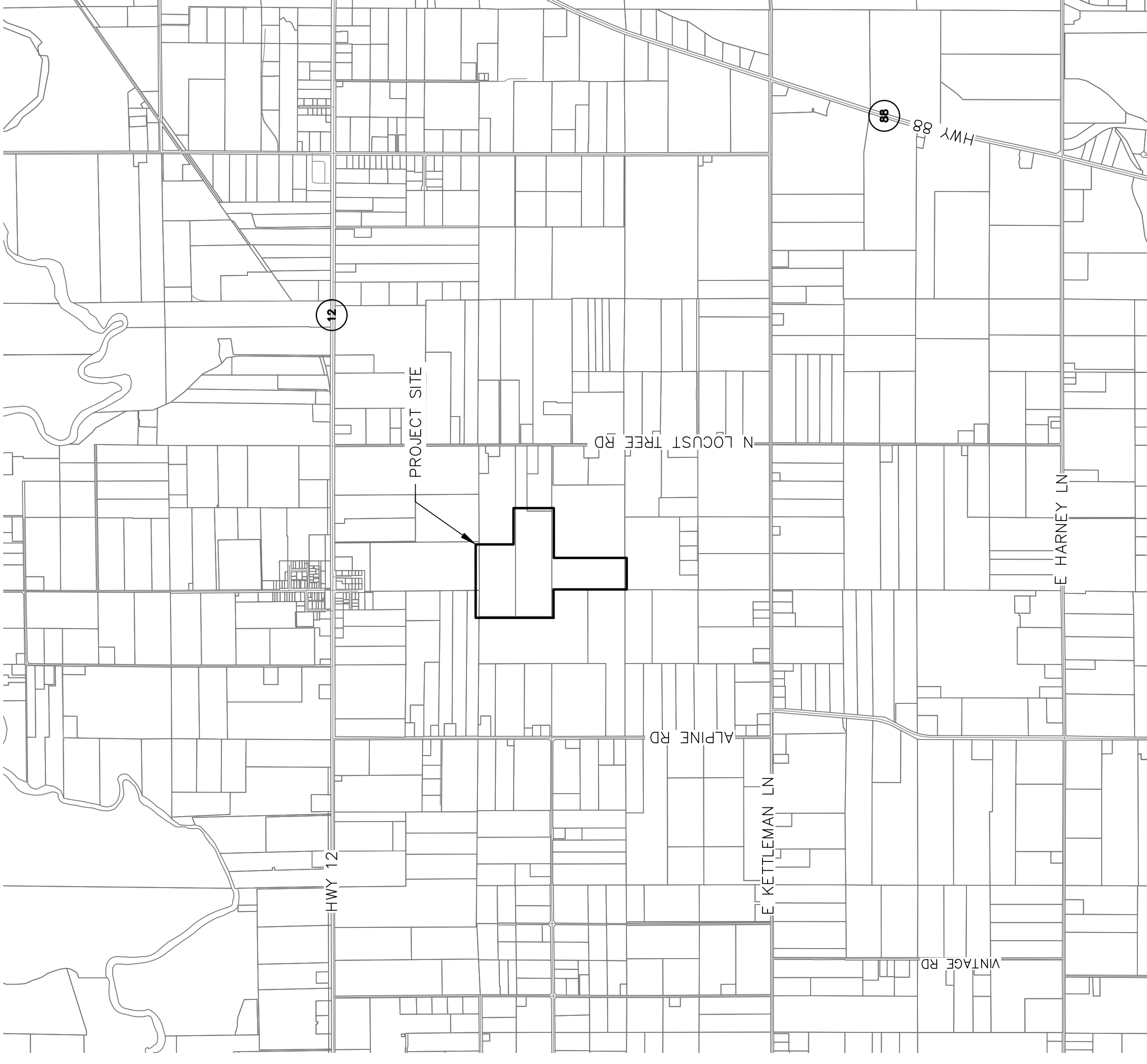


# NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT

## SOUTH SYSTEM IMPROVEMENTS - LOCUST TREE BASIN

### SAN JOAQUIN COUNTY

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	OVERALL SITE PLAN AND KEY MAP
3	BASIN 1 GRADING PLAN
4	BASIN 2 GRADING PLAN
5	BASIN 3 GRADING PLAN
6	BASIN 4 GRADING PLAN
7	LATERAL PIPELINE
8	GRADING DETAILS
9	STRUCTURAL DETAILS
10	MISCELLANEOUS DETAILS



**VICINITY MAP**  
NOT TO SCALE

**GENERAL NOTES**

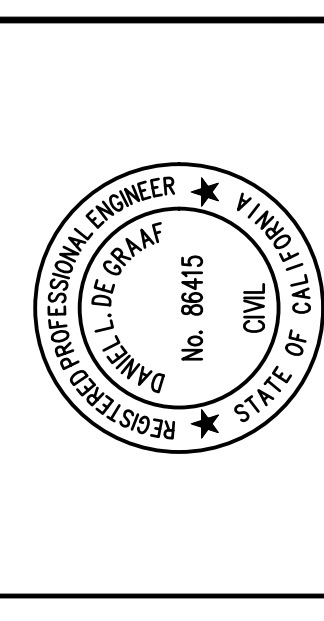
- 1: NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT (NSJWCD) SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK ON OR NEAR EXISTING DISTRICT FACILITIES.
- 2: USED MATERIAL, DEBRIS, MISFITS, SECONDS, ETC. ARE NOT ACCEPTABLE FOR USE.
- 3: CONSTRUCTION SHALL BE IN CONFORMANCE WITH THESE PLANS AND PROJECT SPECIFICATIONS.
- 4: CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING FACILITIES PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) AT 8-1-1. CONTRACTOR SHALL MAKE ENGINEER AWARE OF ANY DISCREPANCIES WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON THE PLANS. THE LOCATIONS, DEPTH AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOT TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL OF THE STRUCTURES WHICH MAY BE ENCOUNTERED.
- 5: CONCRETE DESIGN MIX SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. ALL CONCRETE SHALL HAVE A 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI UNLESS OTHERWISE SPECIFIED.
- 6: TRENCH BACKFILL SHALL BE COMPACTED TO 90% RELATIVE COMPACTION UNLESS OTHERWISE INDICATED.
- 7: ALL STEEL PIPE AND FITTINGS SHALL BE FURNISHED WITH A SHOP APPLIED HIGH SOLIDS EPOXY COATING ON THE INTERIOR AND EXTERIOR, UNLESS OTHERWISE INDICATED. ALL OTHER EXPOSED STEEL SHALL BE PAINTED WITH A PRE-TREATMENT PRIMER, AN UNDERCOAT, AND A FINAL COAT OF PAINT IN ACCORDANCE WITH THESE PLANS.
- 8: ALL NUTS, BOLTS, AND WASHERS USED TO SECURE UNDERGROUND FITTINGS SHALL BE STAINLESS STEEL. AFTER INSTALLATION, ALL STEEL HARDWARE SHALL BE COATED WITH A RUST PREVENTATIVE, WRAPPED WITH 4 MIL POLYETHYLENE SHEETING, AND SECURED WITH PVC TAPE. THRUST RESTRAINTS TO BE PROVIDED AT ALL PIPELINE BENDS, WHETHER OR NOT SHOWN ON THE PLANS.
- 10: ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS OF THE STATE OF CALIFORNIA AND CAL/OSHA STANDARDS.
- 11: CONTRACTOR WILL BE RESPONSIBLE FOR THE REPAIR OF ALL PIPELINE CRACKS, WHICH DEVELOP DURING CONSTRUCTION OF IMPROVEMENTS AFFECTING EXISTING FACILITIES.
- 12: ALL EXCESS MATERIAL AND/OR DEBRIS SHALL BE REMOVED UPON COMPLETION OF INSTALLATION.
- 13: CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DUST CONTROL AT ALL TIMES.

**SITE SAFETY AND PROTECTION NOTES**

- 1: THE DUTY OF THE ENGINEER, OWNER OR ITS AGENTS TO CONDUCT CONSTRUCTION OF THE CONTRACTOR'S PERFORMANCE AND THE UNDERTAKING OF INSPECTIONS OR THE GIVING OF INSTRUCTIONS AS AUTHORIZED HEREIN IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE, AND SHALL NOT BE CONSTRUED AS SUPERVISION OF THE ACTUAL CONSTRUCTION NOR MAKE THE ENGINEER, OWNER OR ITS AGENTS RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF WORK BY THE CONTRACTOR, SUBCONTRACTORS, OR SUPPLIERS, OR FOR ACCESS, VISITS, USE, WORK, TRAVEL OR OCCUPANCY BY ANY PERSON.
- 2: THE CONTRACTOR SHALL HAVE AT THE WORK SITE, COPIES OF SUITABLE EXTRACTS OF CONSTRUCTION SAFETY ORDERS, ISSUED BY CAL-OSHA. CONTRACTOR SHALL COMPLY WITH PROVISIONS OF THESE AND ALL OTHER APPLICABLE LAWS, ORDINANCES AND REGULATIONS. THE CONTRACTOR MUST COMPLY WITH PROVISIONS OF THE SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION, PROMULGATED BY THE SECRETARY OF LABOR UNDER SECTION 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, AS SET FORTH IN TITLE 29 C.F.R. TO PROTECT THE LIVES AND HEALTH OF CONTRACTOR'S EMPLOYEES UNDER THE CONTRACT. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC., AND SHALL MAINTAIN AN ACCURATE RECORD OF ALL CASES OF DEATH, OCCUPATIONAL INJURY, AND LOSS OF TIME FROM CONSTRUCTION ACCIDENTS.
- 3: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONS AT THE WORK SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY EFFICIENCY AND ADEQUACY OF CONTRACTOR'S FACILITIES, APPLIANCES, AND METHODS AND FOR ANY DAMAGE WHICH MAY RESULT FROM THEIR FAILURE OR THEIR IMPROPER CONSTRUCTION, MAINTENANCE OR OPERATION. THE CONTRACTOR AGREES THAT IT SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, ENGINEER, AND THEIR RESPECTIVE AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF OWNER, ENGINEER, OR THEIR RESPECTIVE AGENTS.
- 6: THE OWNER AND ITS AGENTS' SITE RESPONSIBILITIES ARE LIMITED SOLELY TO THE ACTIVITIES OF THEIR EMPLOYEES ON SITE. THE RESPONSIBILITIES SHALL NOT BE INFERRED BY ANY PARTY TO MEAN THAT THE OWNER OR ITS AGENTS HAVE RESPONSIBILITY FOR SITE SAFETY. SAFETY IN, ON, OR ABOUT THE SITE IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR ALONE. THE CONTRACTOR'S METHODS OF WORK PERFORMANCE, SUPERINTENDENCE AND THE CONTRACTOR'S EMPLOYEES, AND SEQUENCING OF CONSTRUCTION ARE ALSO THE SOLE AND EXCLUSIVE RESPONSIBILITIES OF THE CONTRACTOR ALONE.

**DE GRAAF**  
ENGINEERING, INC.

DEGRAAFENGINEERING.COM  
P.O. BOX 87 RIFON, CA 95366  
(209) 614-2745



DATE SIGNED: -----  
 BID SET - NOT FOR  
 CONSTRUCTION  
 05/08/2026

NO.	REVISION	DATE

**811**  
Know what's below.  
Call before you dig.

**CONSTRUCTION PLANS**  
**COVER SHEET**

LOCUST TREE BASIN  
 NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
 SAN JOAQUIN COUNTY

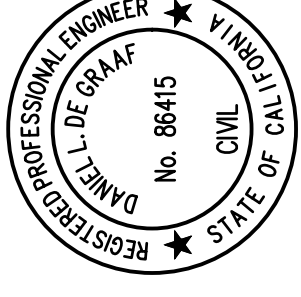
PROJECT:	----
DRAWN BY:	GJDD
CHECKED BY:	DD
DATE:	05/08/2026
SHEET	

**1** OF **10**



**DE GRAAF**  
ENGINEERING, INC.

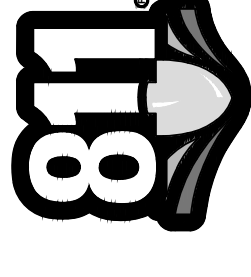
DEGRAAFENGINEERING.COM  
P.O. BOX 87 RIFON, CA 95366  
(209) 614-2745



DATE SIGNED: -----

BID SET - NOT FOR  
CONSTRUCTION  
05/08/2026

NO.	REVISION	DATE



Know what's below.  
Call before you dig.

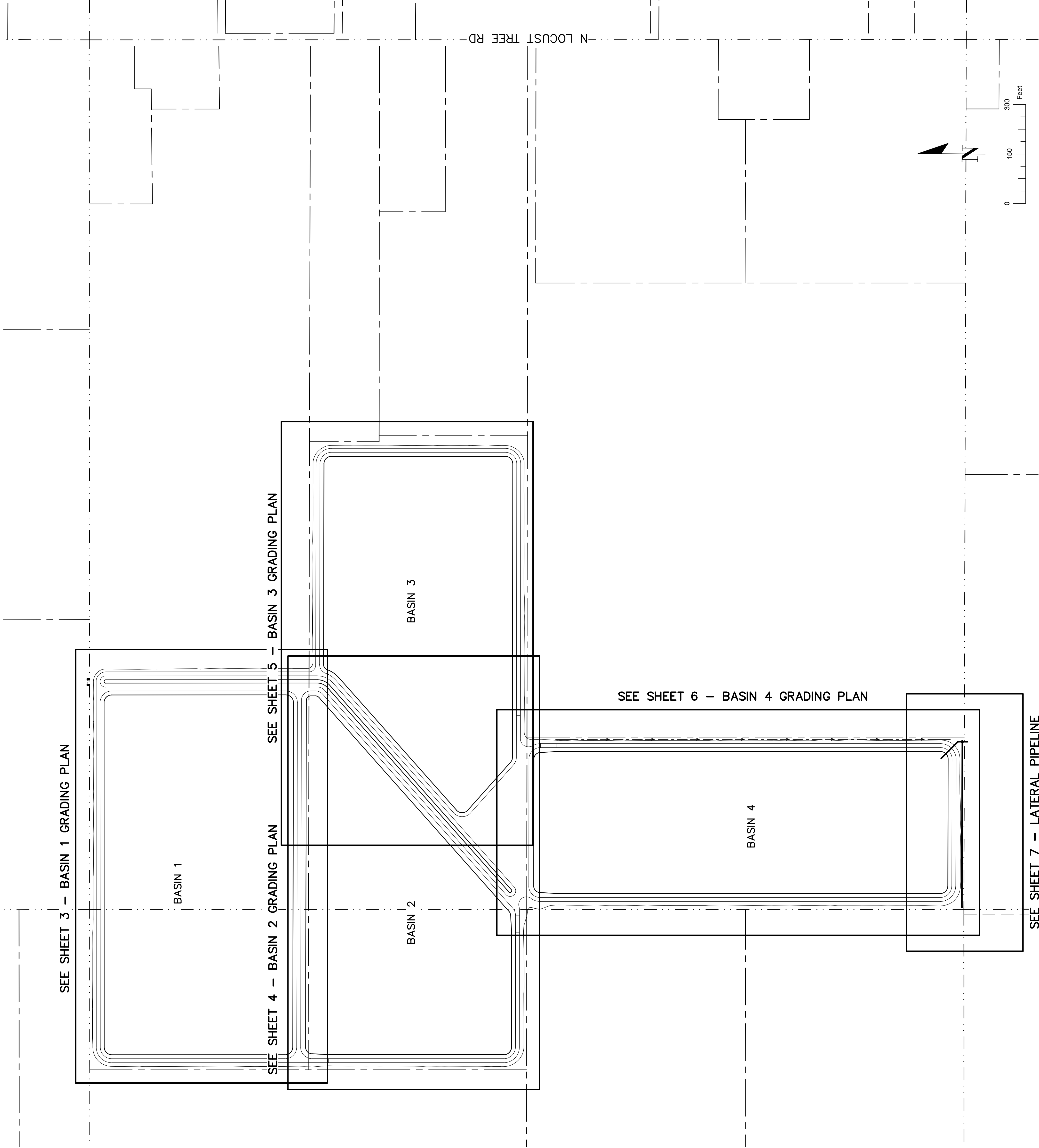
CONSTRUCTION PLANS  
OVERALL SITE PLAN AND KEY MAP

LOCUST TREE BASIN  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJDD
CHECKED BY:	DD
DATE:	05/08/2026
SHEET	

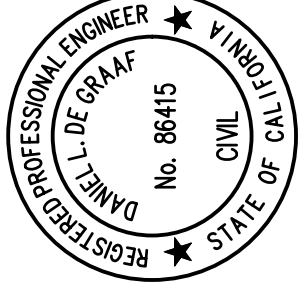
2 OF 10

EARTHWORK		
ITEM	QUANTITY	UNITS
CUT	58,800	CUBIC YARDS
COMPACTED FILL	55,500	CUBIC YARDS
STOCKPILE	3,300	CUBIC YARDS
FILL FACTOR	1.2	N/A





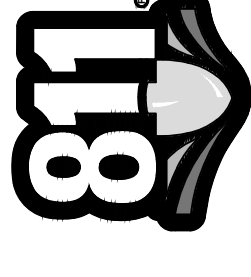
**DE GRAAF ENGINEERING, INC.**  
 DEGRAAFENGINEERING.COM  
 P.O. BOX 87 RIPON, CA 95366  
 (209) 614-2745



DATE SIGNED: -----

BID SET - NOT FOR  
 CONSTRUCTION  
 05/08/2026

NO.	REVISION	DATE



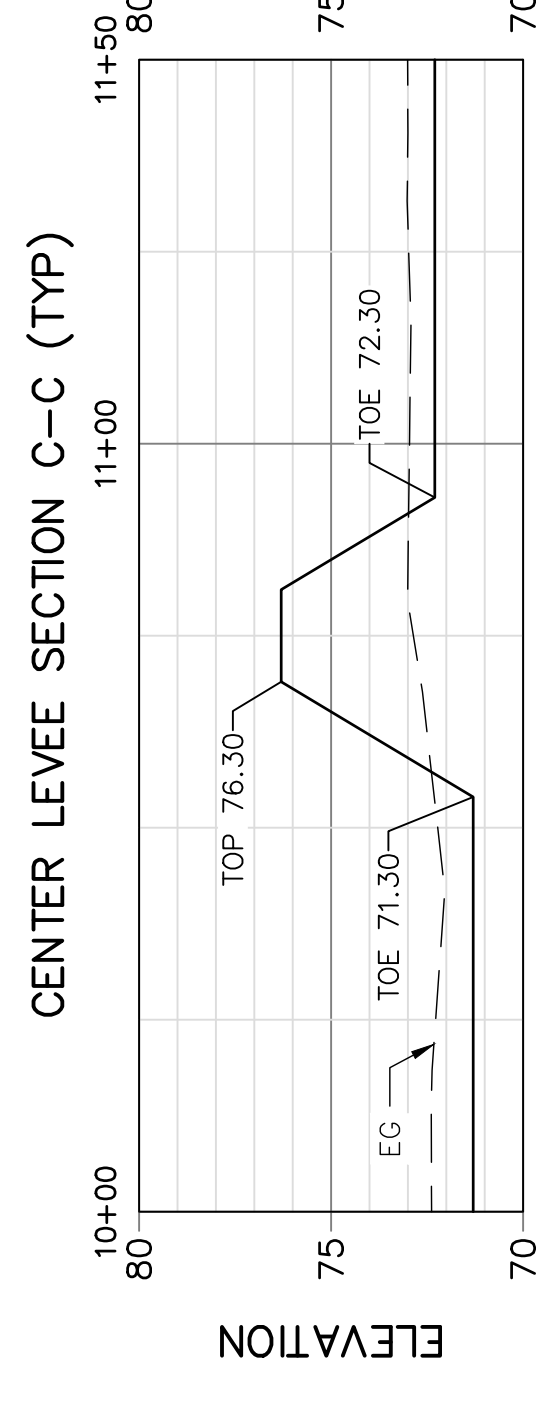
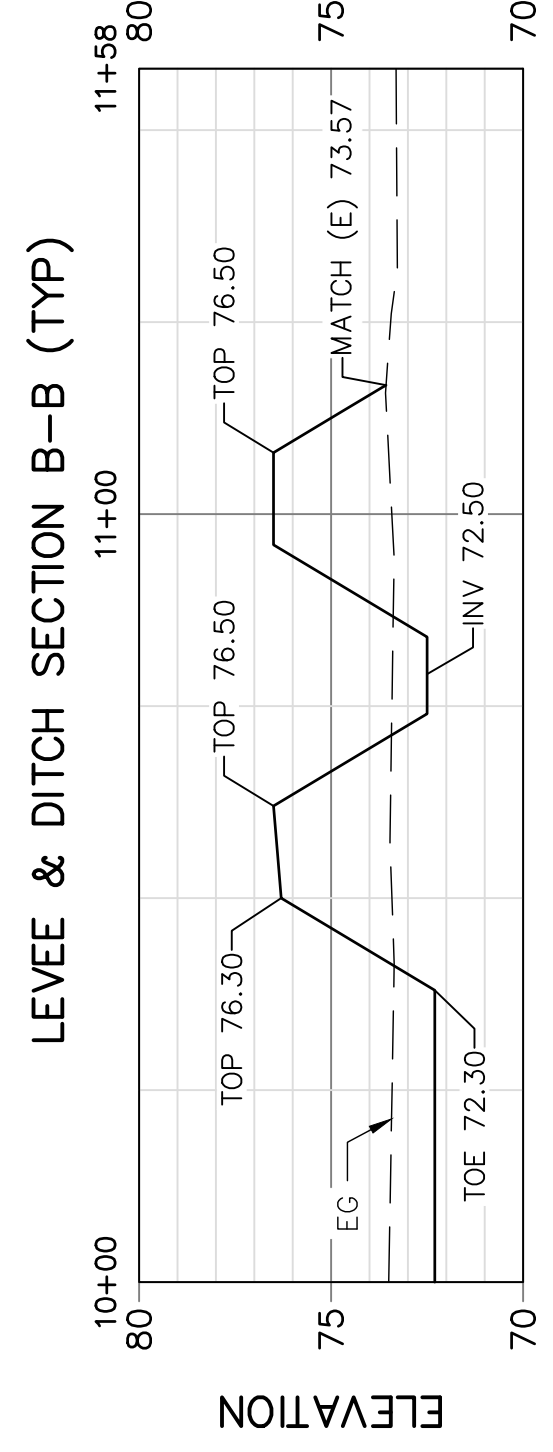
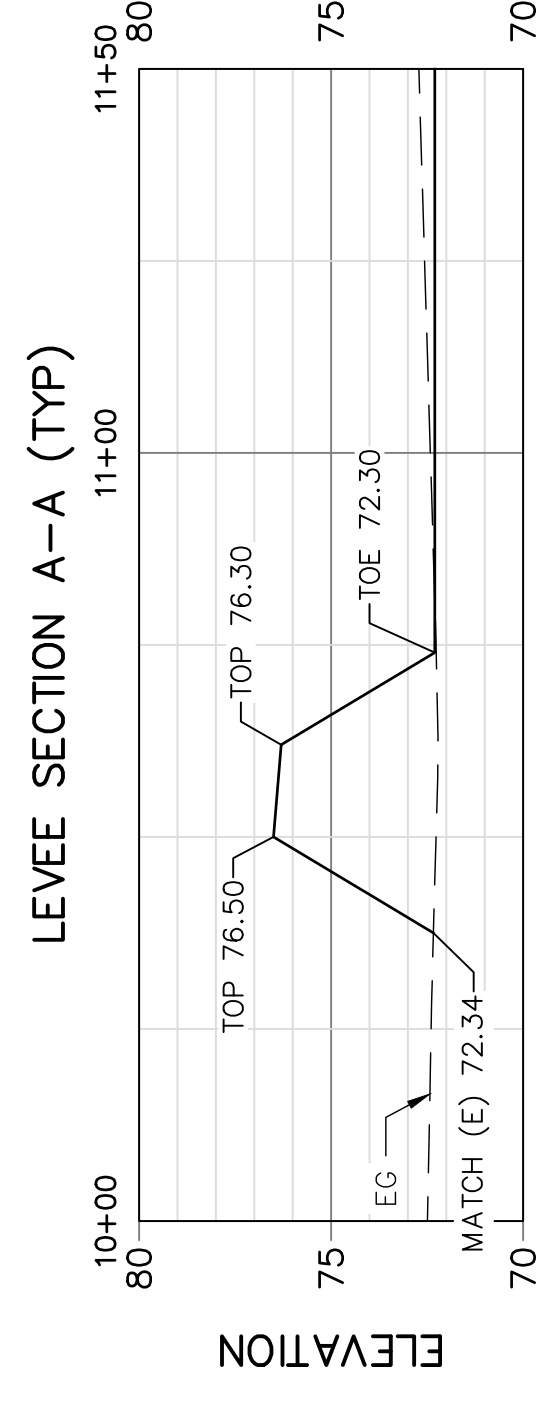
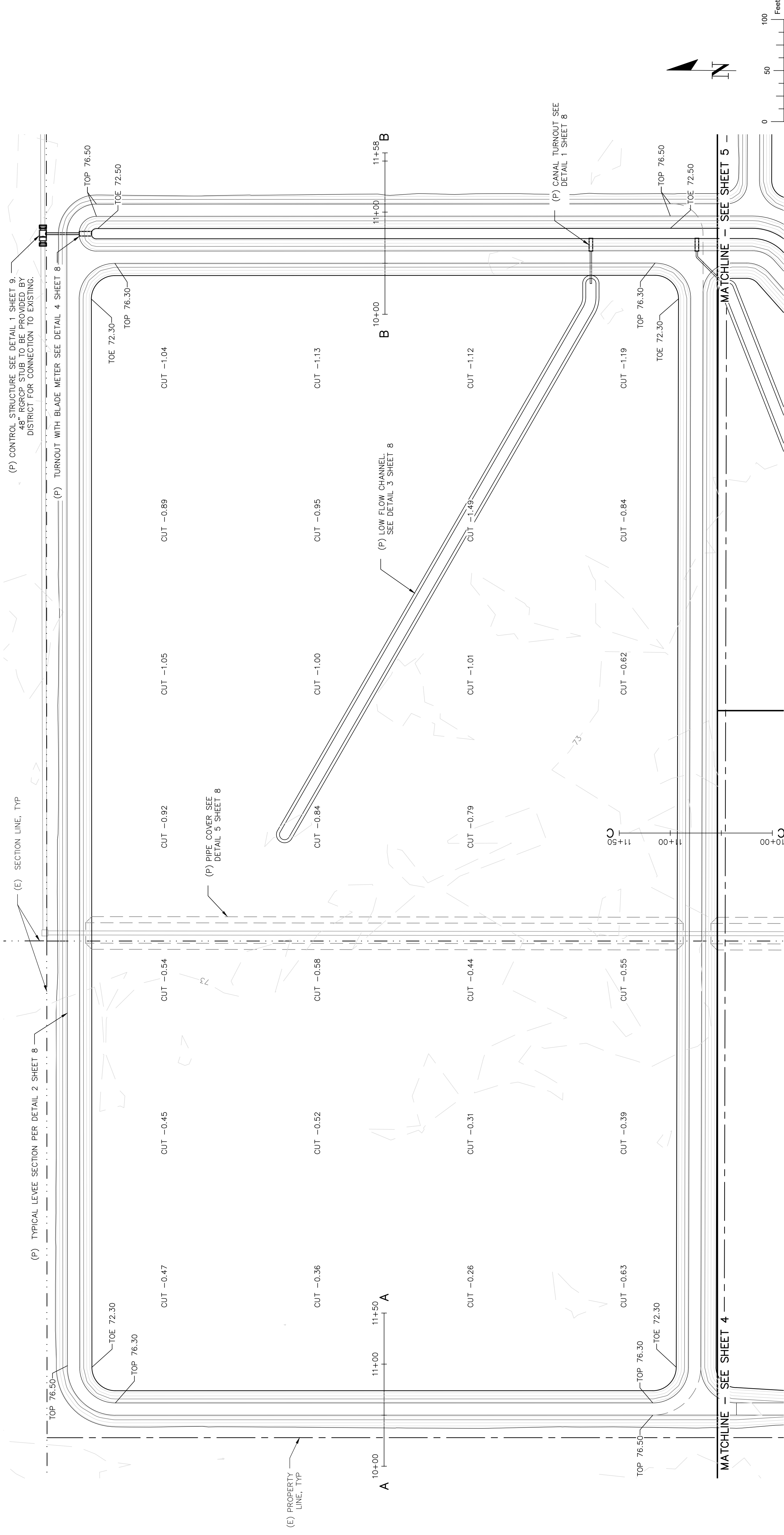
Know what's below.  
 Call before you dig.

**CONSTRUCTION PLANS**  
**BASIN 1 GRADING PLAN**

LOCUST TREE BASIN  
 NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
 SAN JOAQUIN COUNTY

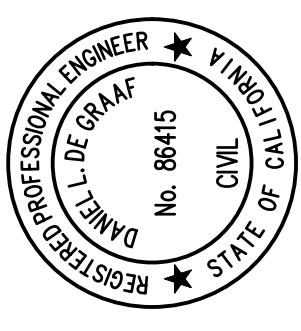
PROJECT:	----
DRAWN BY:	GJDD
CHECKED BY:	DD
DATE:	05/08/2026
SHEET	

**3** OF **10**



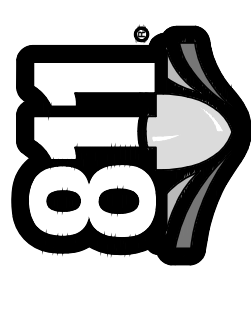


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NO.	REVISION	DATE

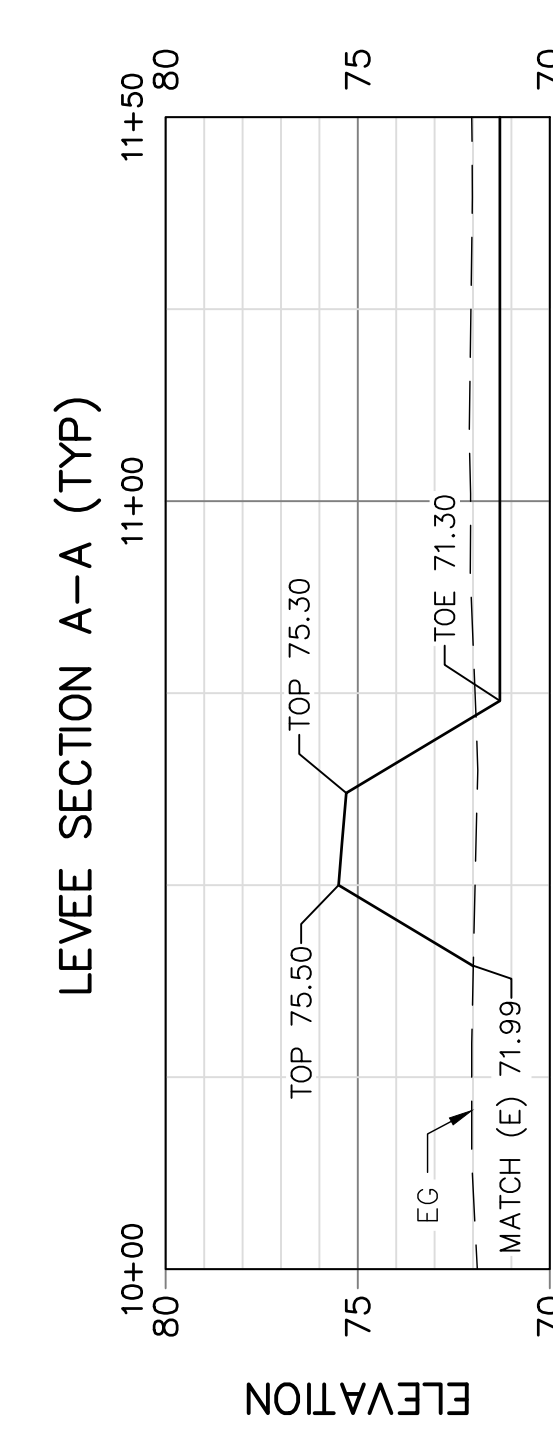
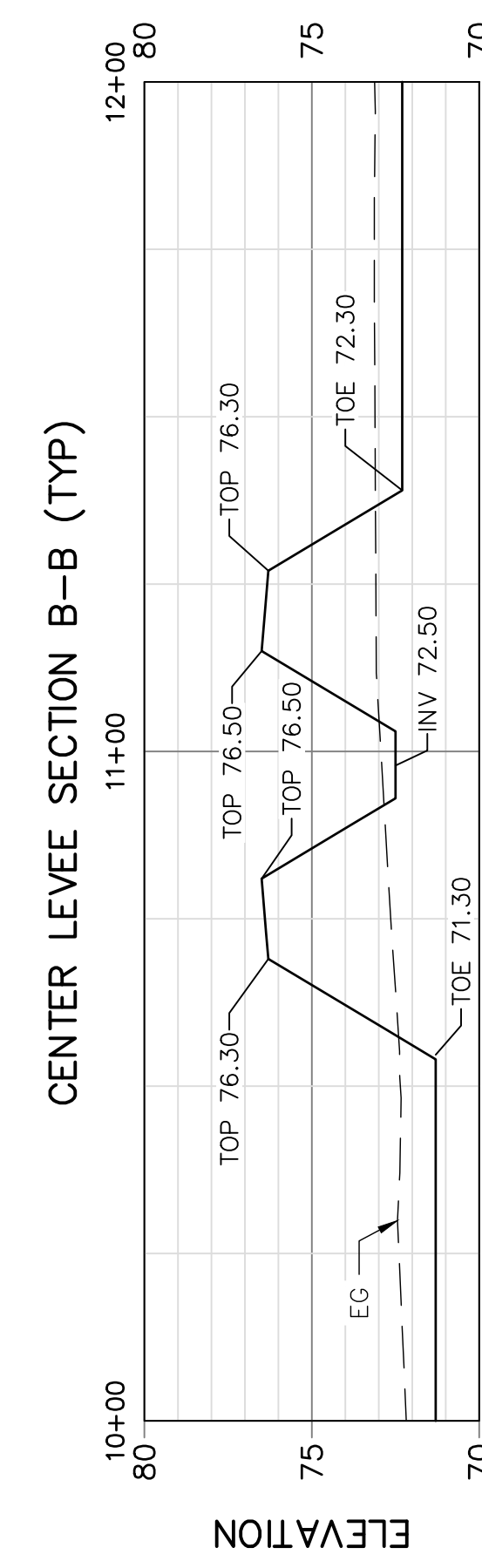
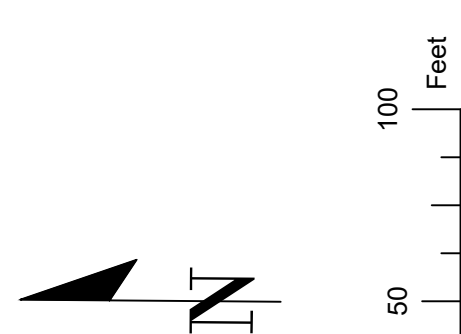
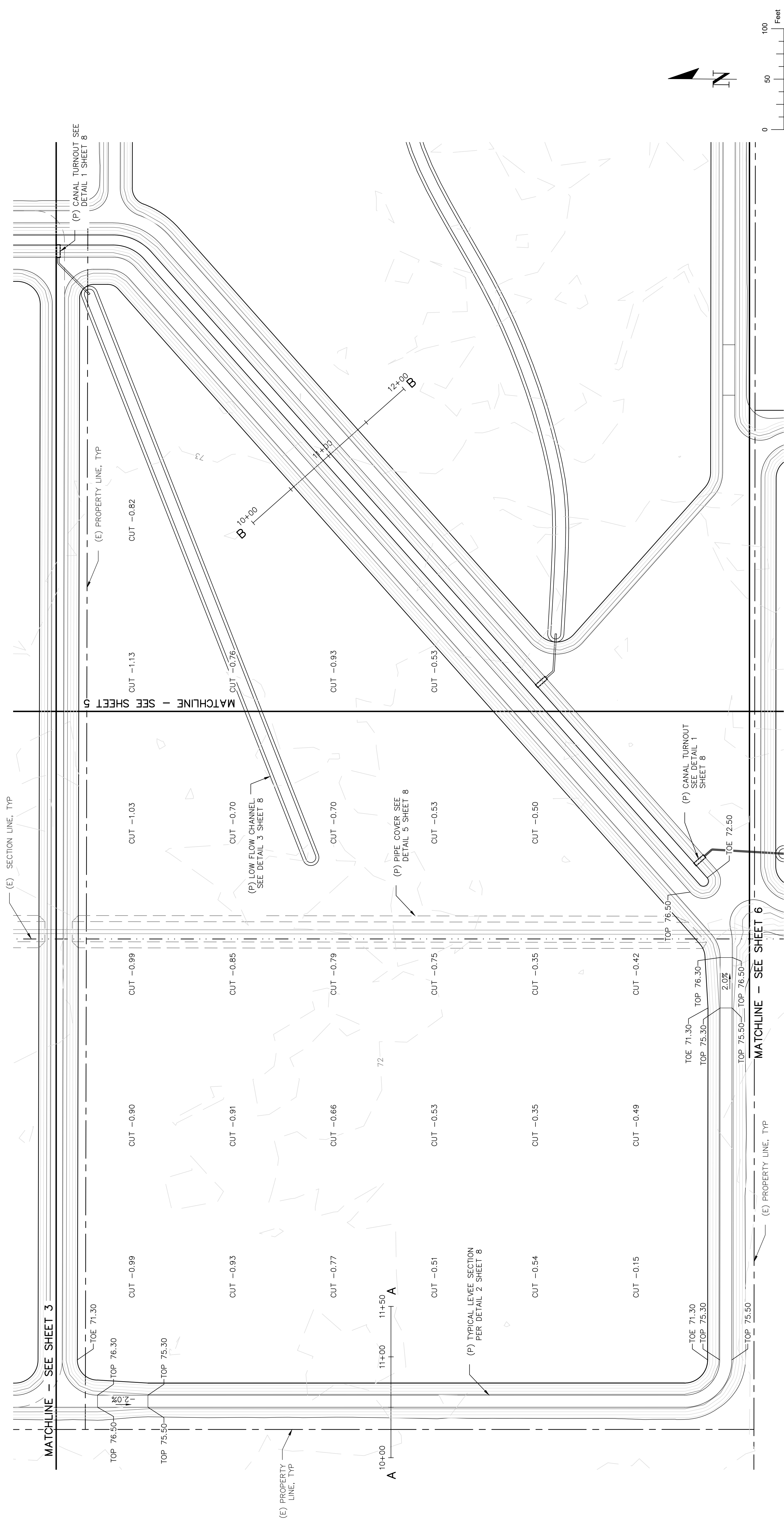


Know what's below.  
 Call before you dig.

CONSTRUCTION PLANS  
**BASIN 2 GRADING PLAN**  
 LOCUST TREE BASIN  
 NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
 SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJDD
CHECKED BY:	DD
DATE:	05/08/2026
SHEET	

4 OF 10

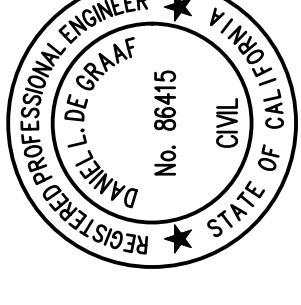






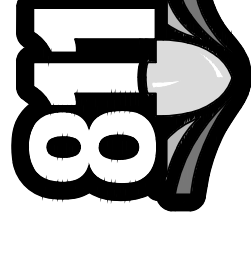


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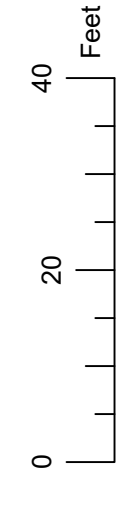
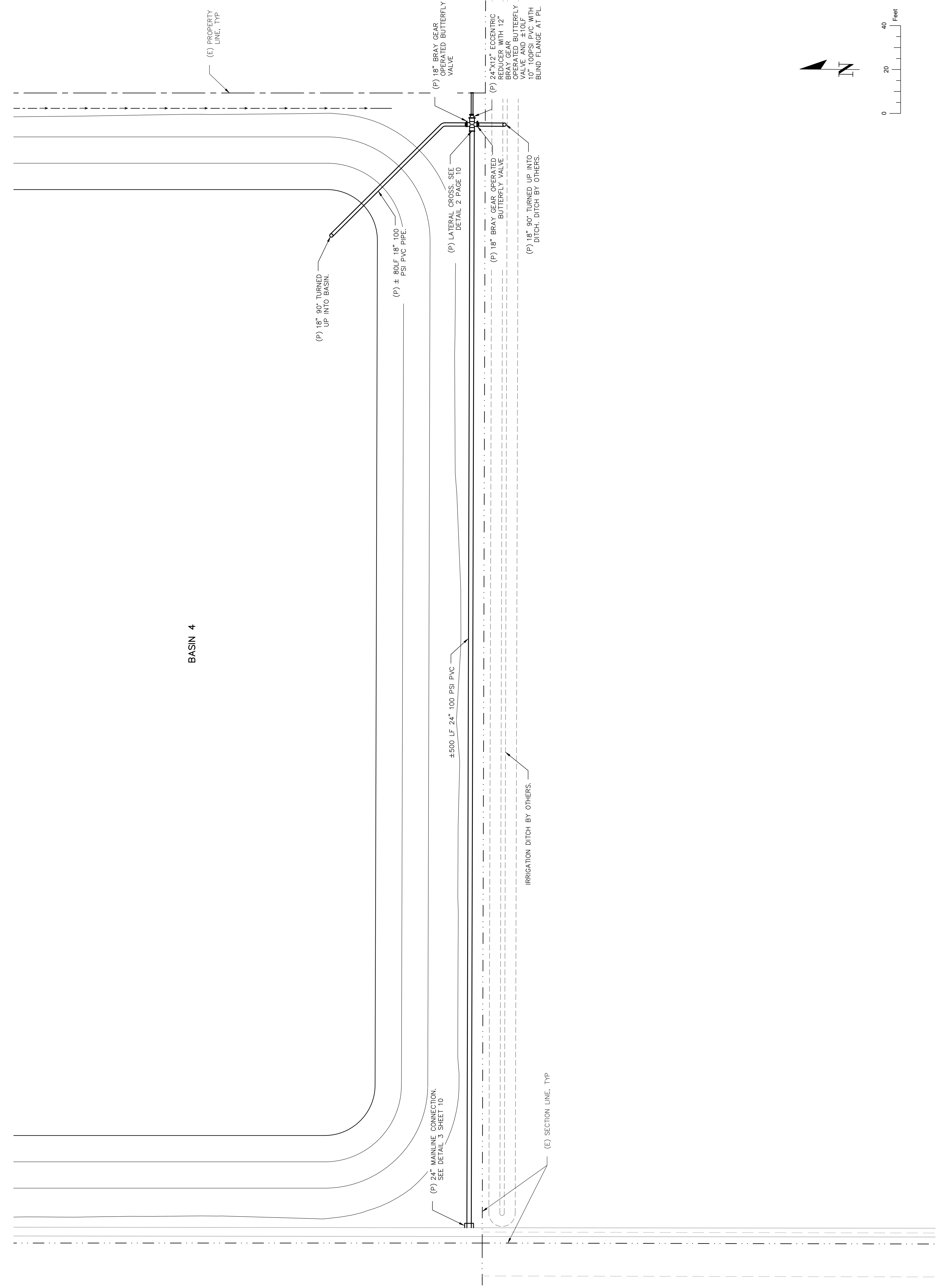


Know what's below.  
Call before you dig.

**CONSTRUCTION PLANS**  
**LATERAL PIPELINE**  
LOCUST TREE BASIN  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY

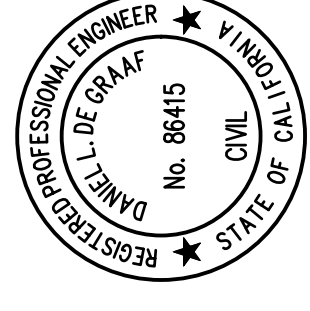
PROJECT:	----
DRAWN BY:	GJ/DD
CHECKED BY:	DD
DATE:	05/08/2026
SHEET	

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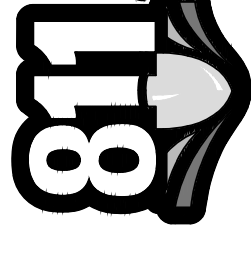


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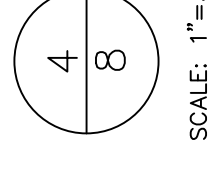
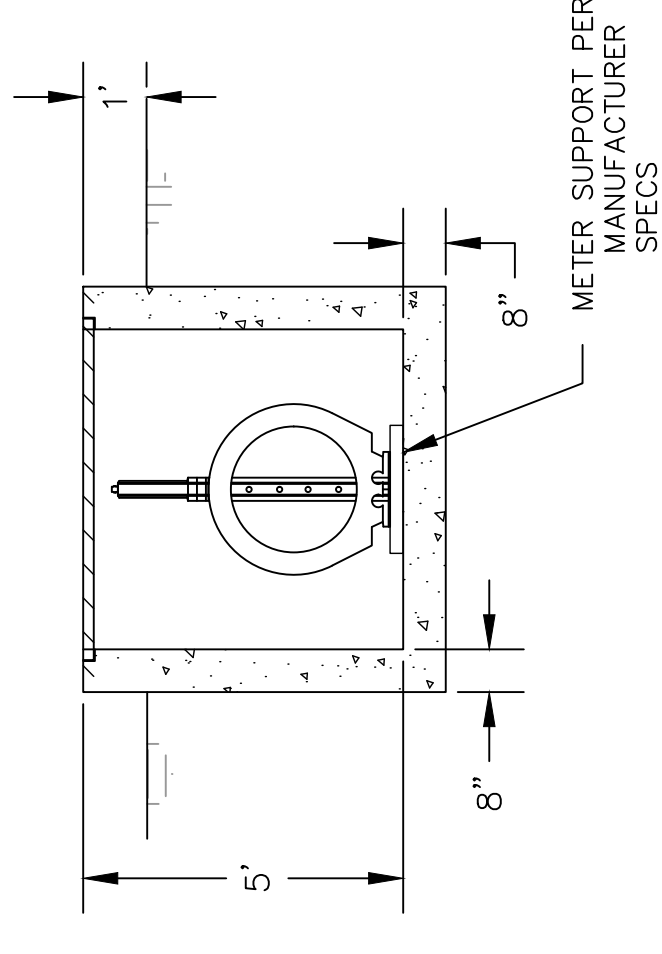
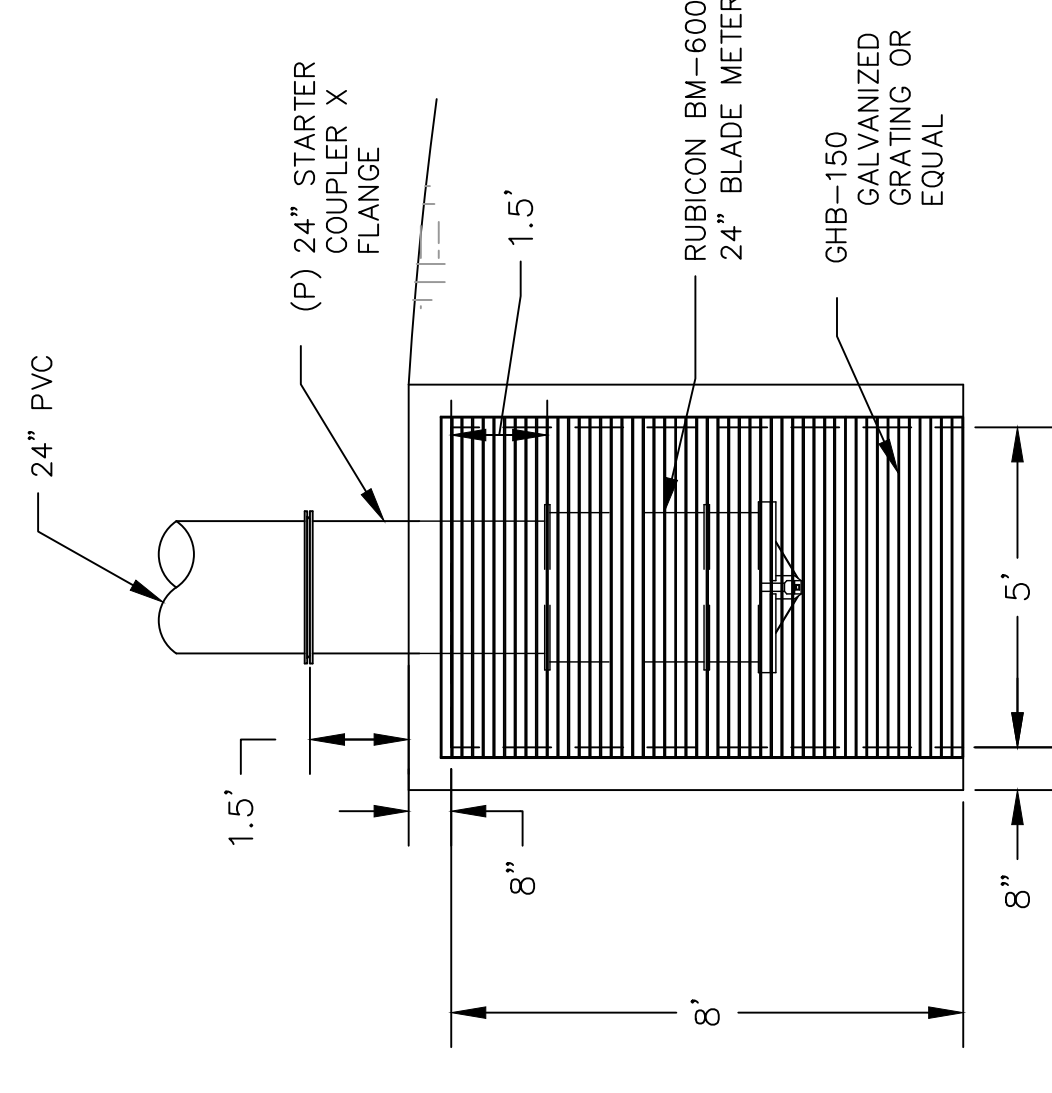


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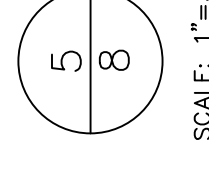
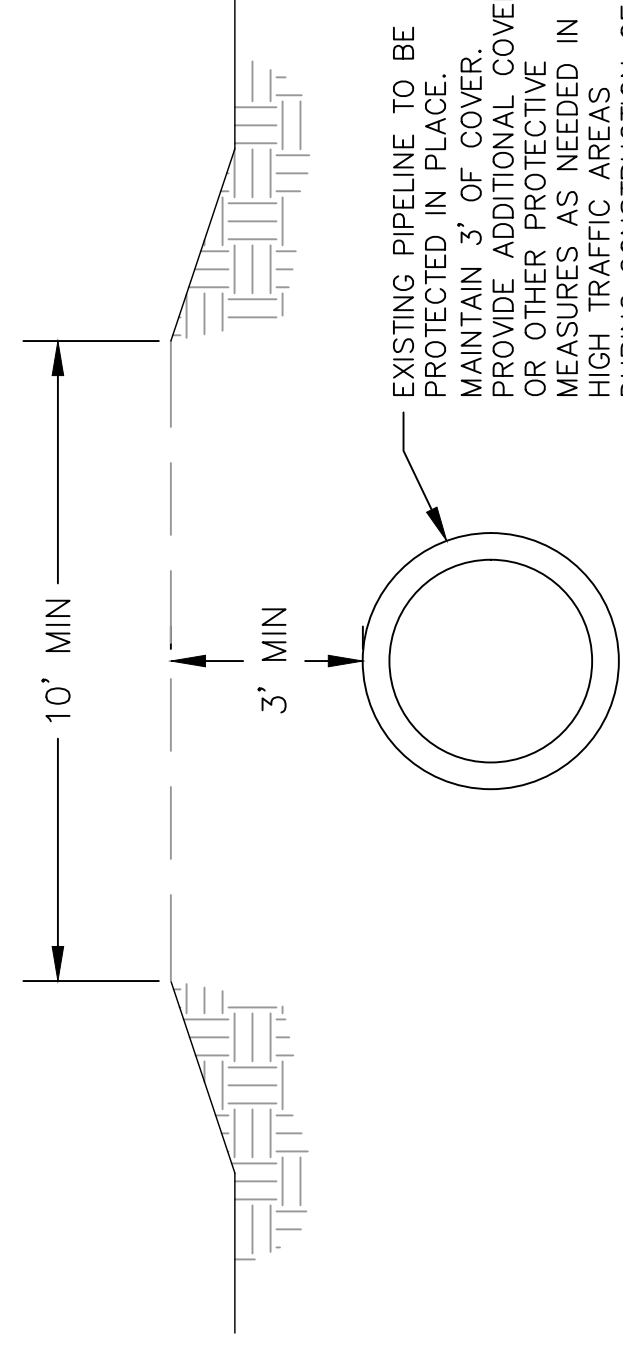
**CONSTRUCTION PLANS**  
**GRADING DETAILS**  
 LOCUST TREE BASIN  
 NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
 SAN JOAQUIN COUNTY

PROJECT:	----
DRAWN BY:	GJDD
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DATE:	05/08/2026

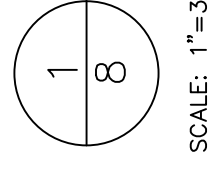
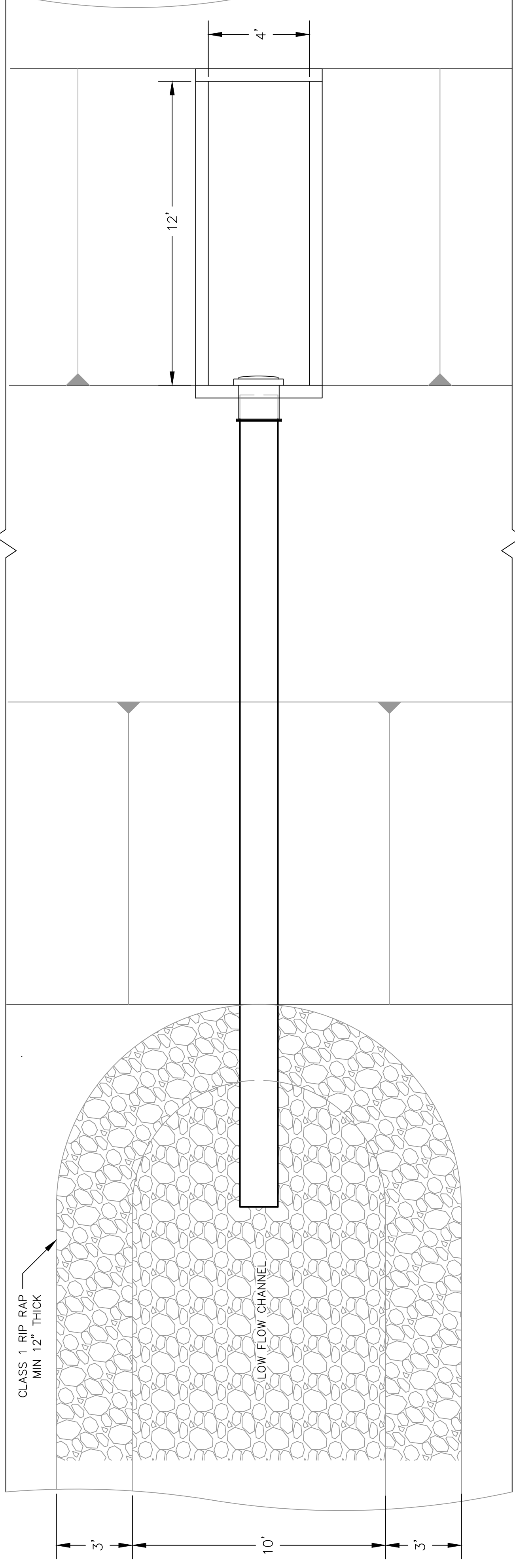
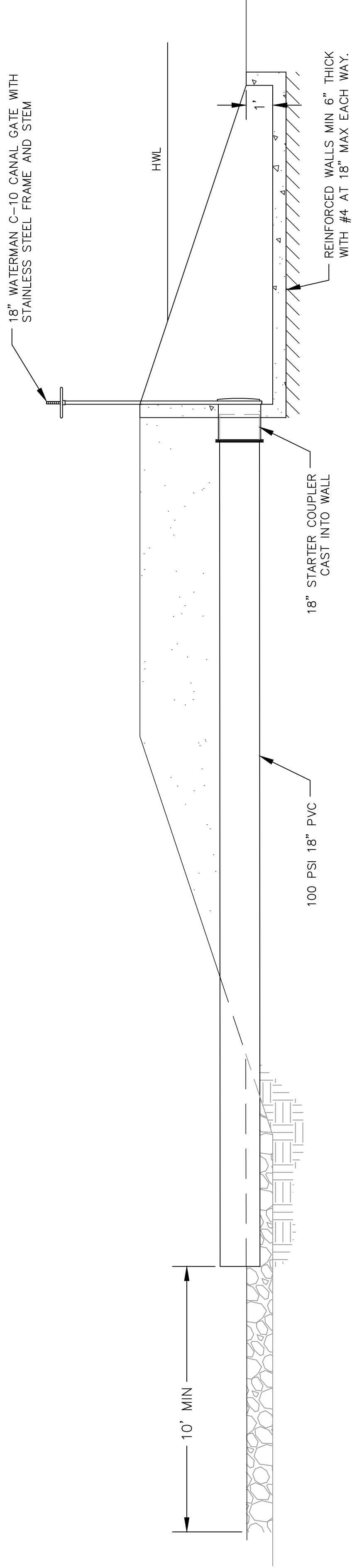
SHEET  
**8** OF **10**



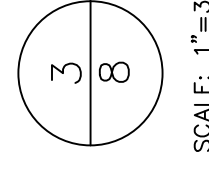
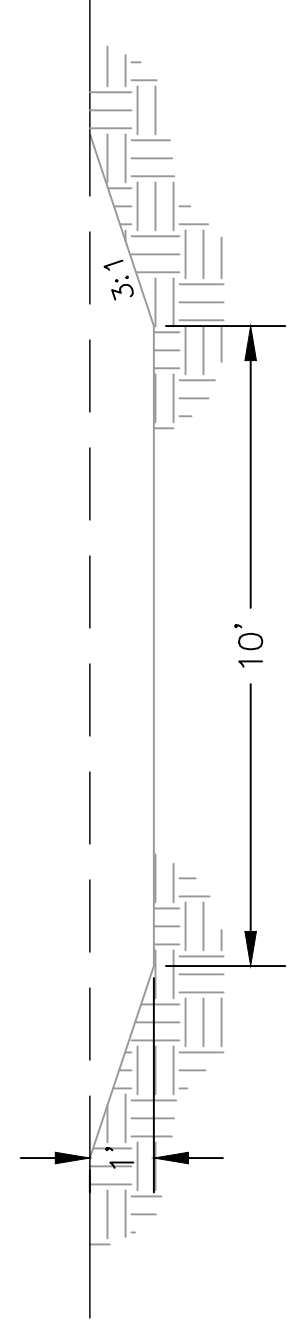
**TURNOUT W/ BLADE METER**



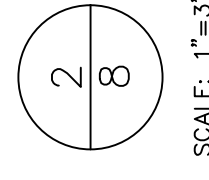
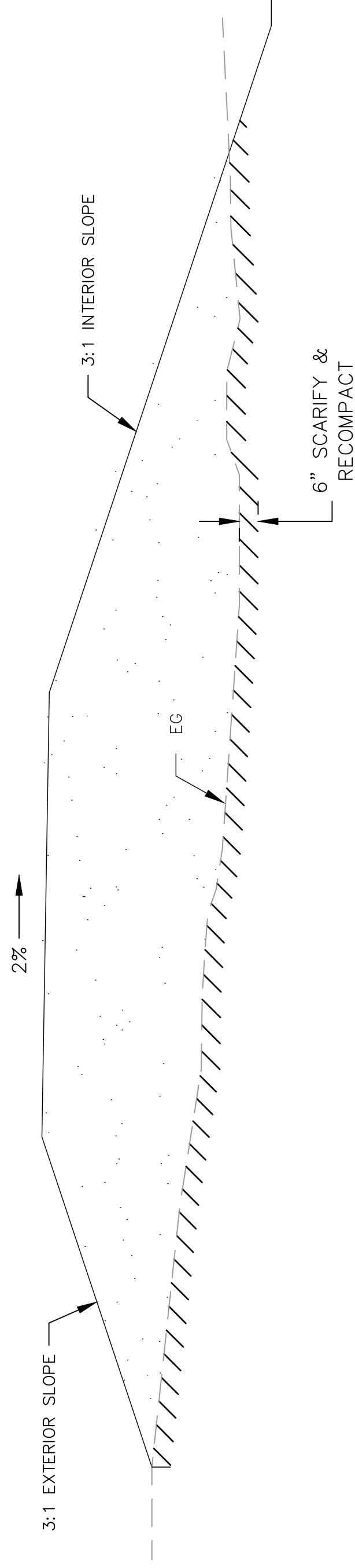
**PIPE COVER**



**CANAL TURNOUT**



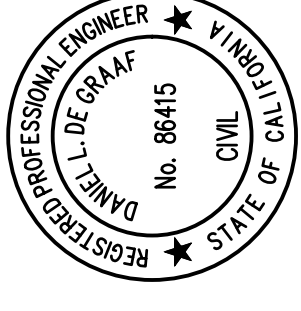
**LOW FLOW CHANNEL**



**TYPICAL LEVEE SECTION**

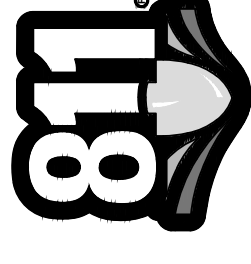


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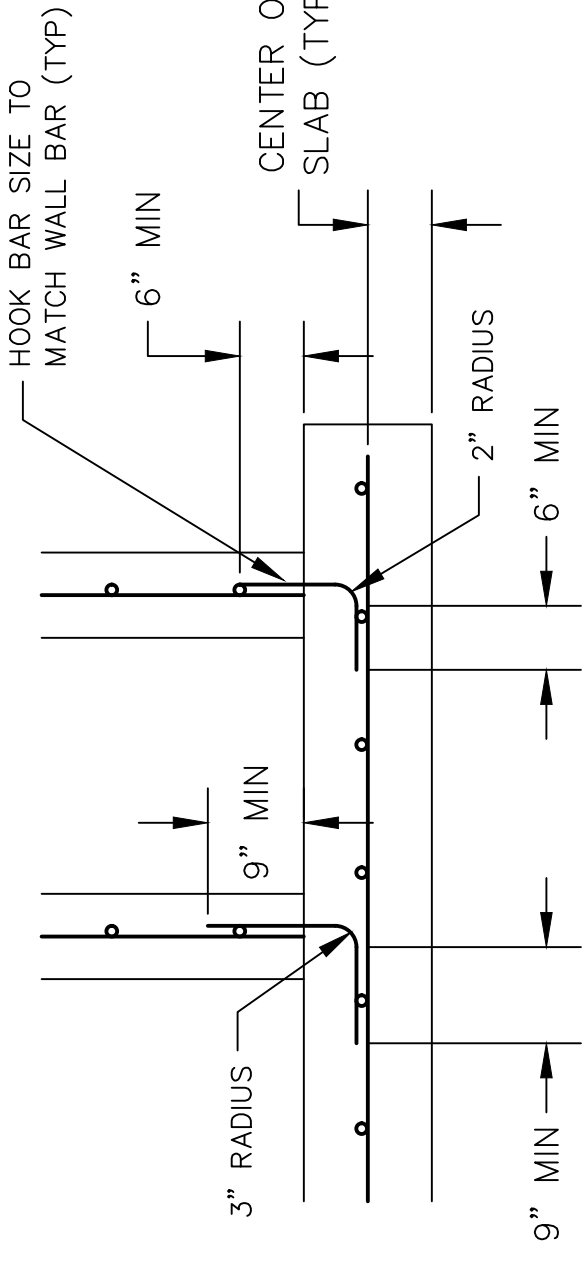
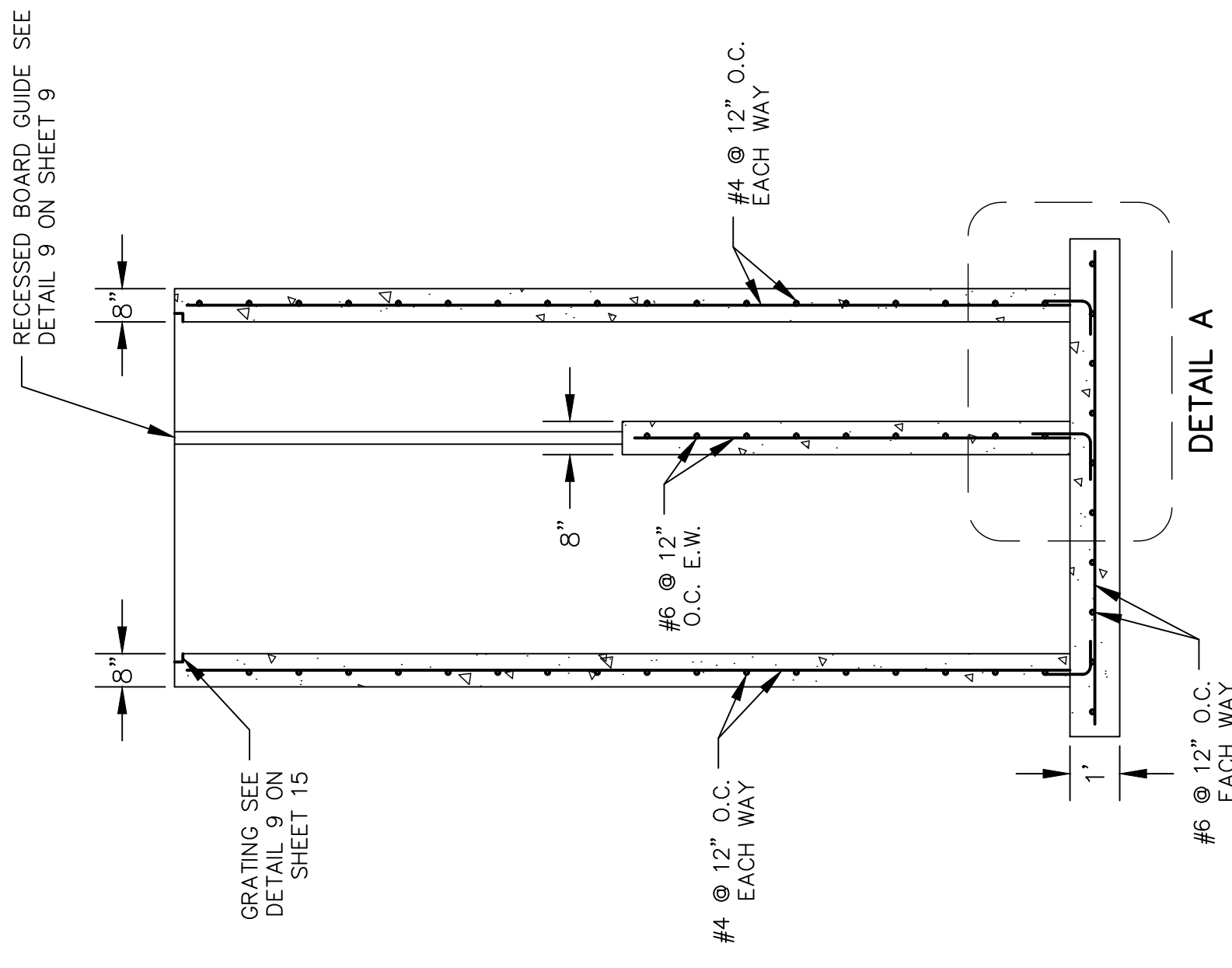


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**CONSTRUCTION PLANS**  
**STRUCTURAL DETAILS**  
 LOCUST TREE BASIN  
 NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
 SAN JOAQUIN COUNTY

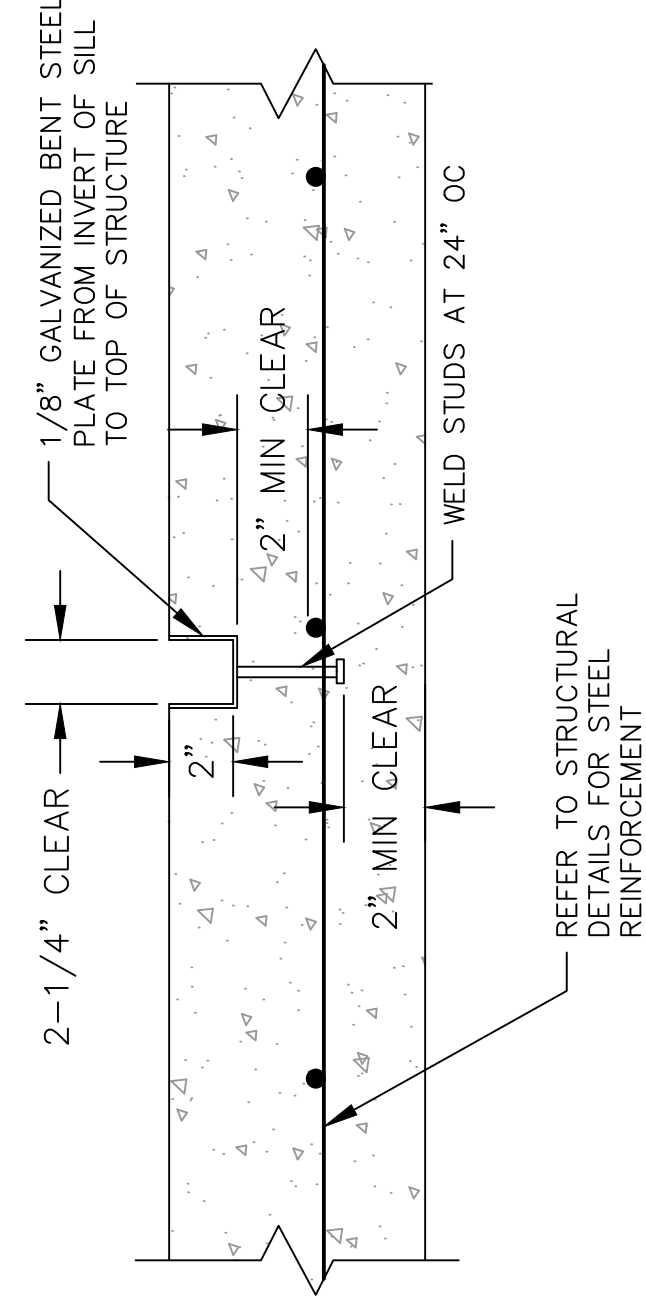
PROJECT: ----  
 DRAWN BY: GJDD  
 CHECKED BY: DD  
 DATE: 05/08/2026  
 SHEET

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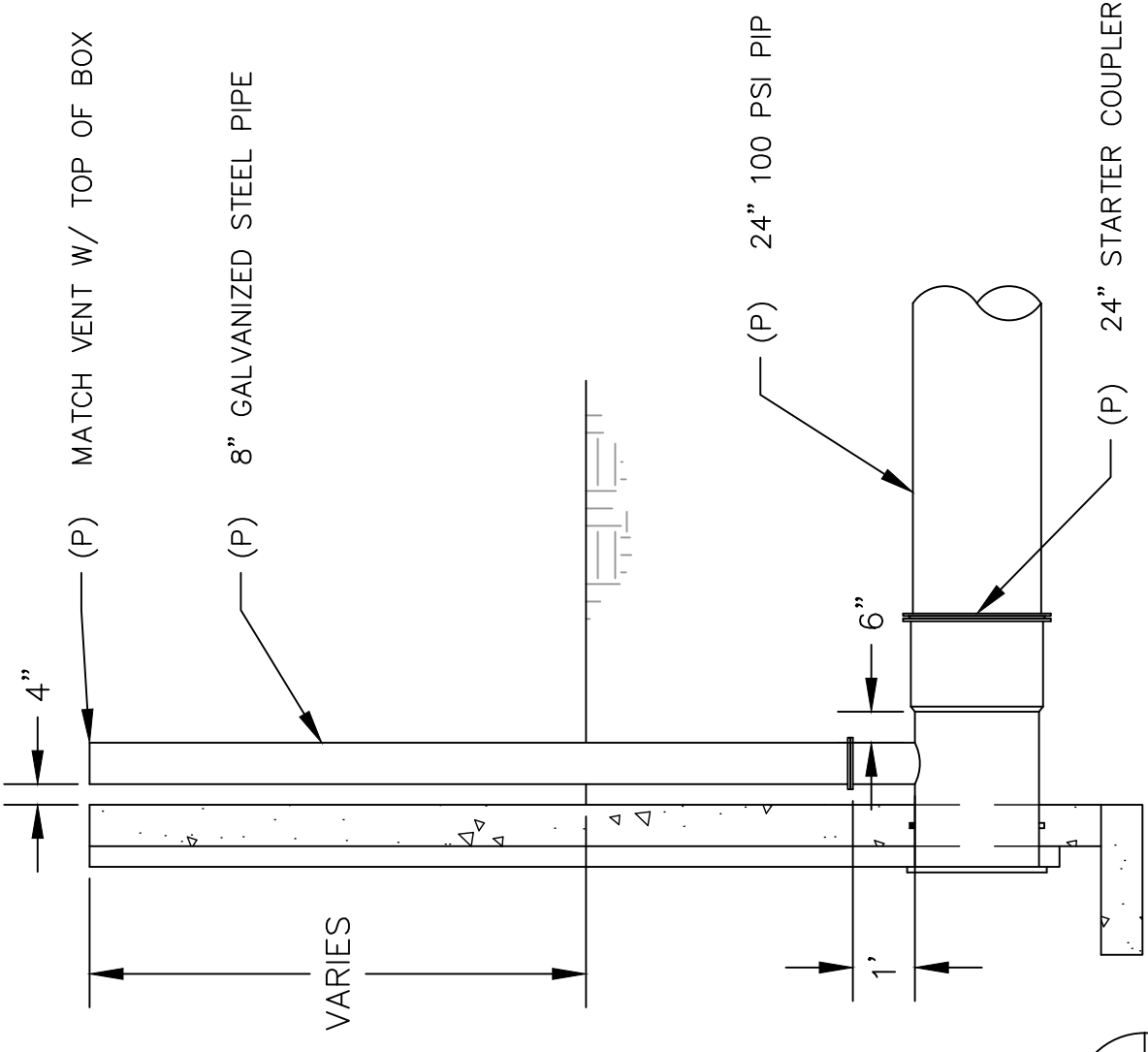
5/9 SCALE: 1\"/>

**STRUCTURE REINFORCEMENT**



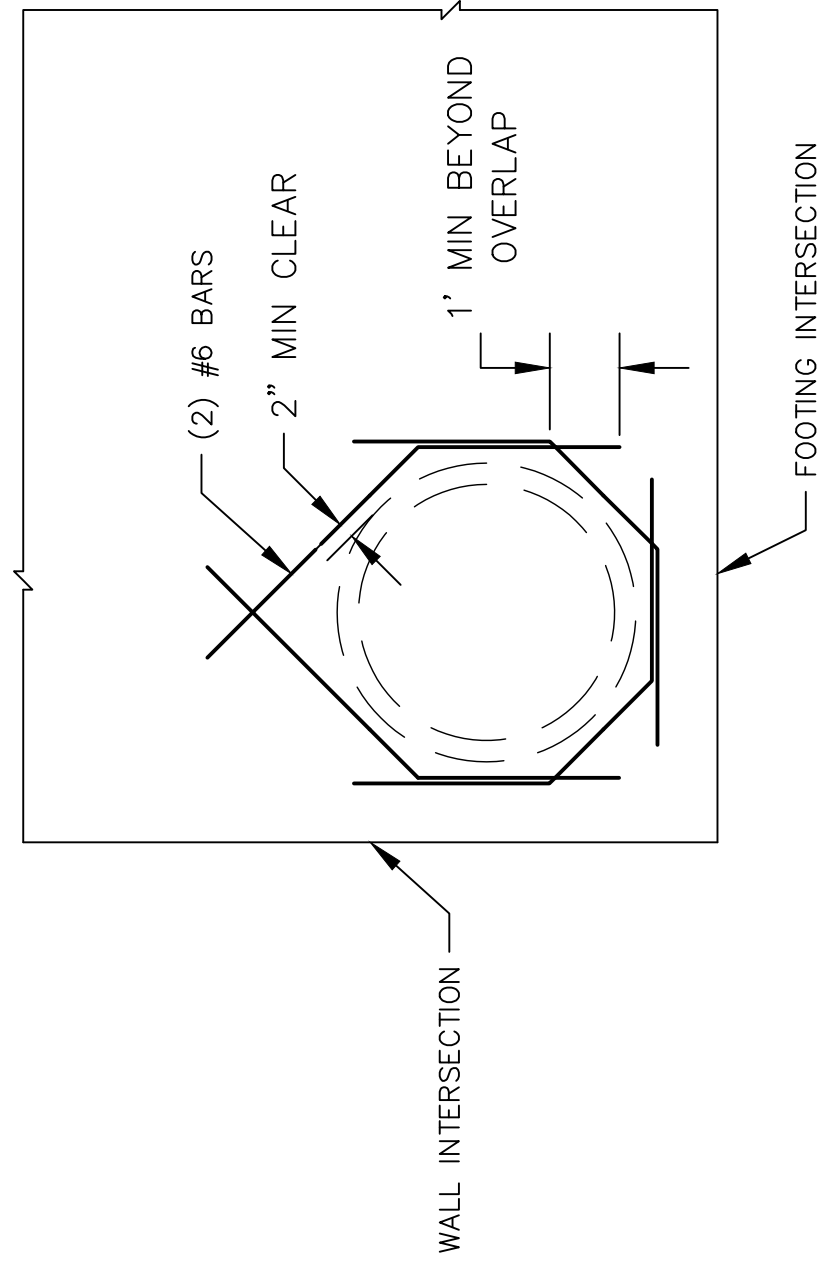
6/9 SCALE: 1\"/>

**RECESSED BOARD GUIDE**



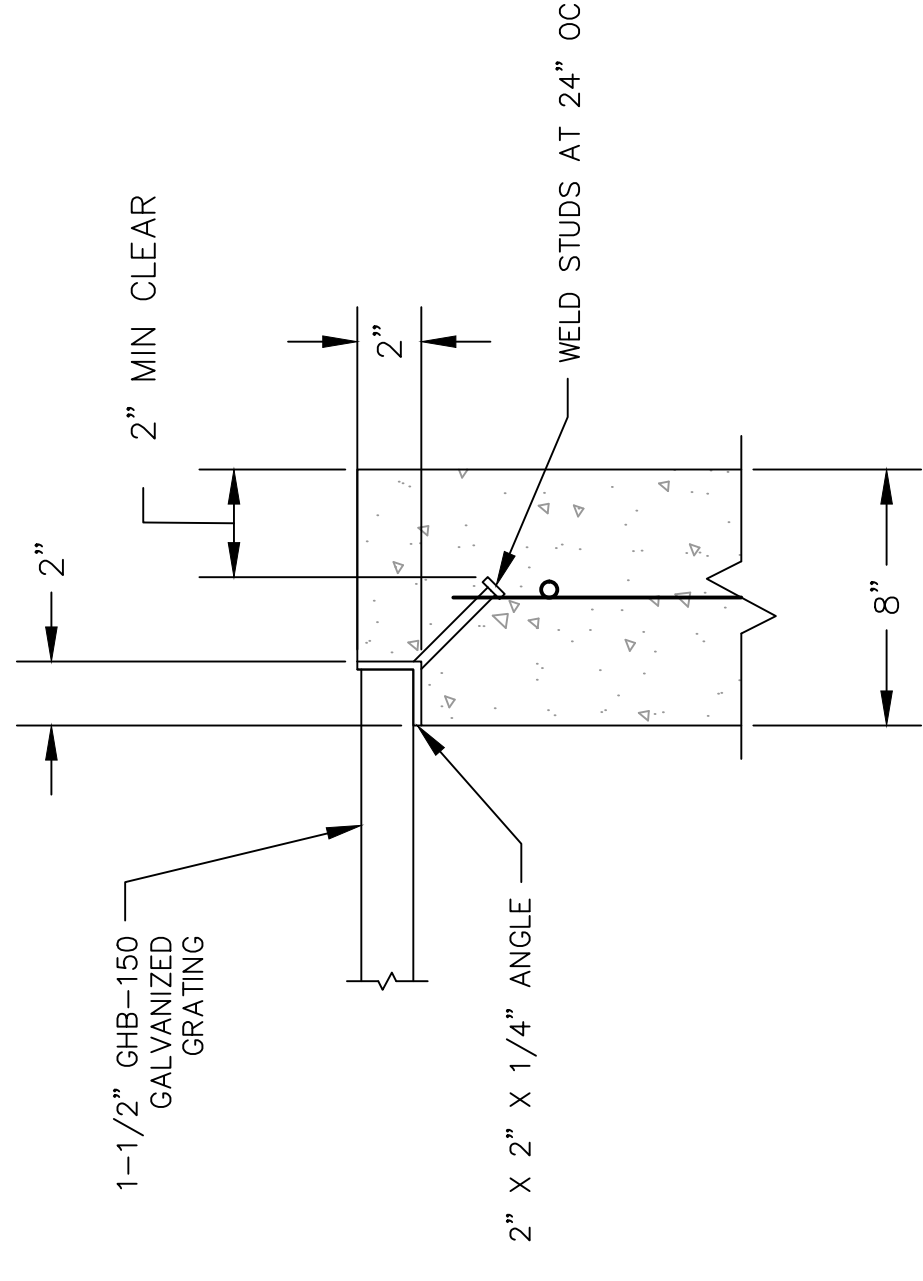
2/9 SCALE: 1\"/>

**24\"/>**



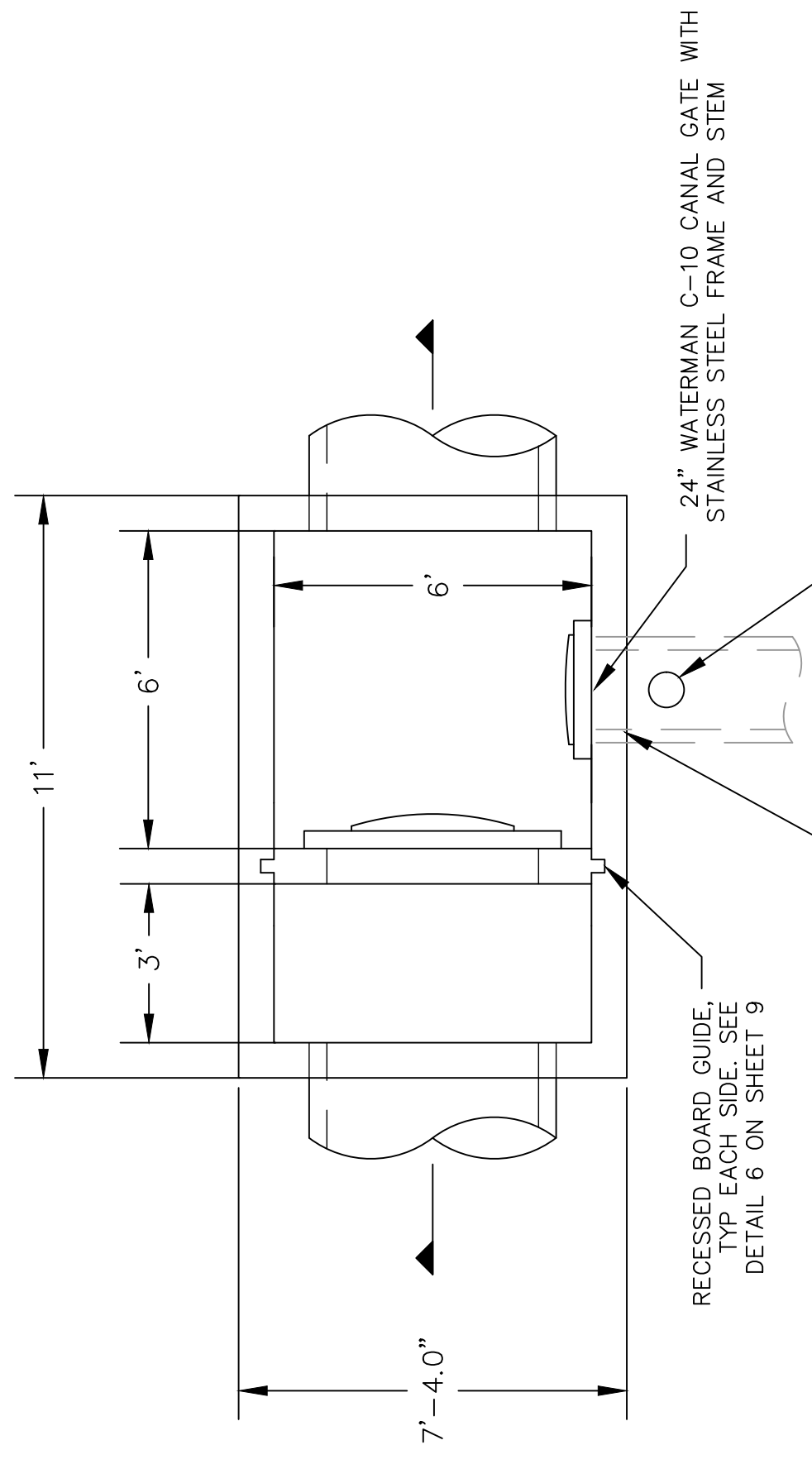
3/9 SCALE: 1\"/>

**OPENING REINFORCEMENT**

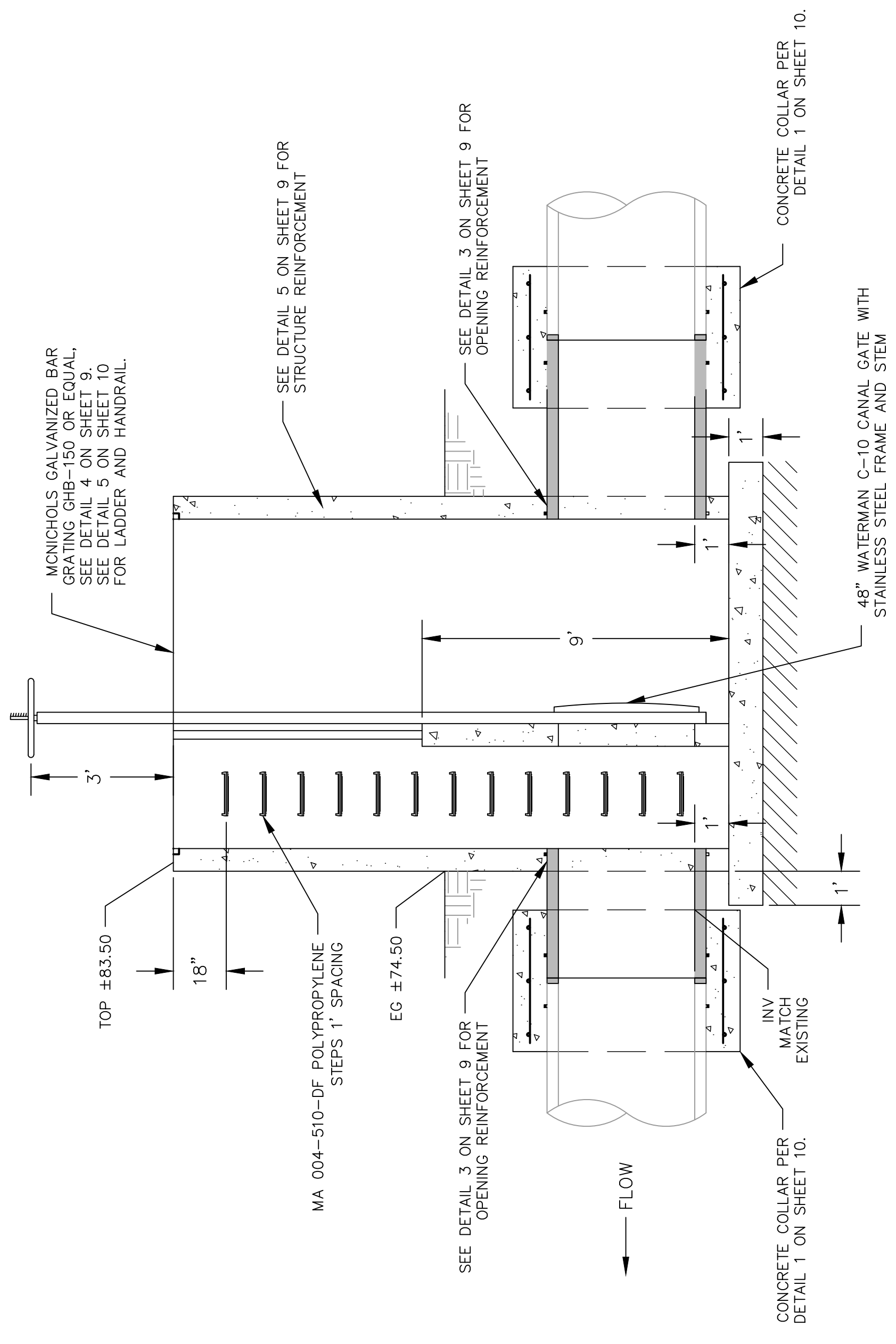


4/9 SCALE: 1\"/>

**GRATING**



SEE DETAIL 3 ON SHEET 9 FOR OPENING REINFORCEMENT  
 RECESSED BOARD GUIDE, TYP EACH SIDE, SEE DETAIL 6 ON SHEET 9  
 24\"/>

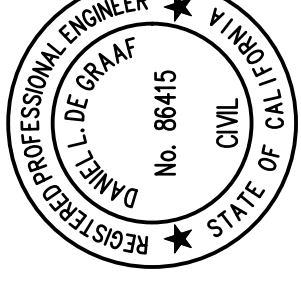


1/9 SCALE: 1\"/>

**CONTROL BOX**



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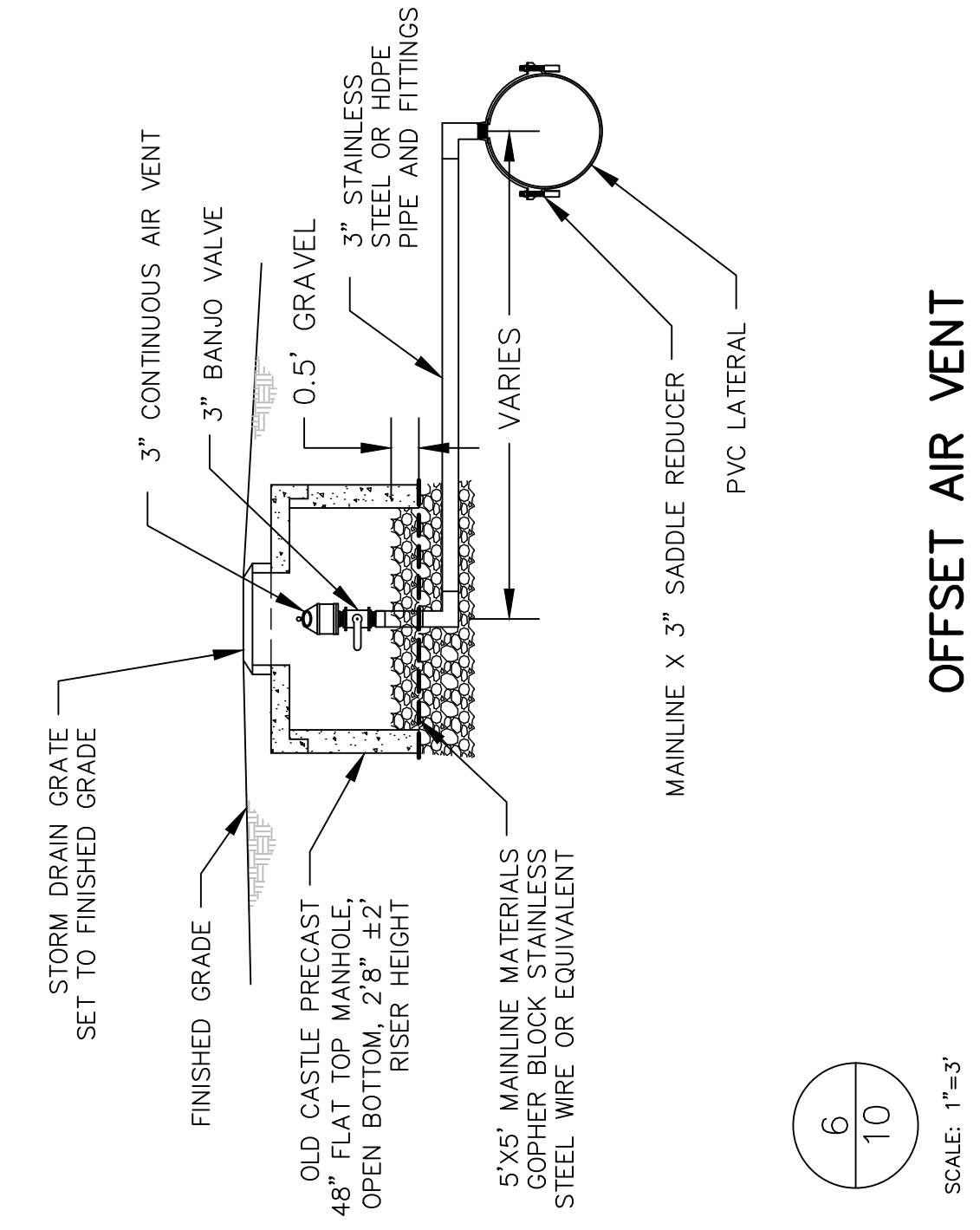
Know what's below.  
Call before you dig.

CONSTRUCTION PLANS  
MISCELLANEOUS DETAILS

LOCUST TREE BASIN  
NORTH SAN JOAQUIN WATER CONSERVATION DISTRICT  
SAN JOAQUIN COUNTY

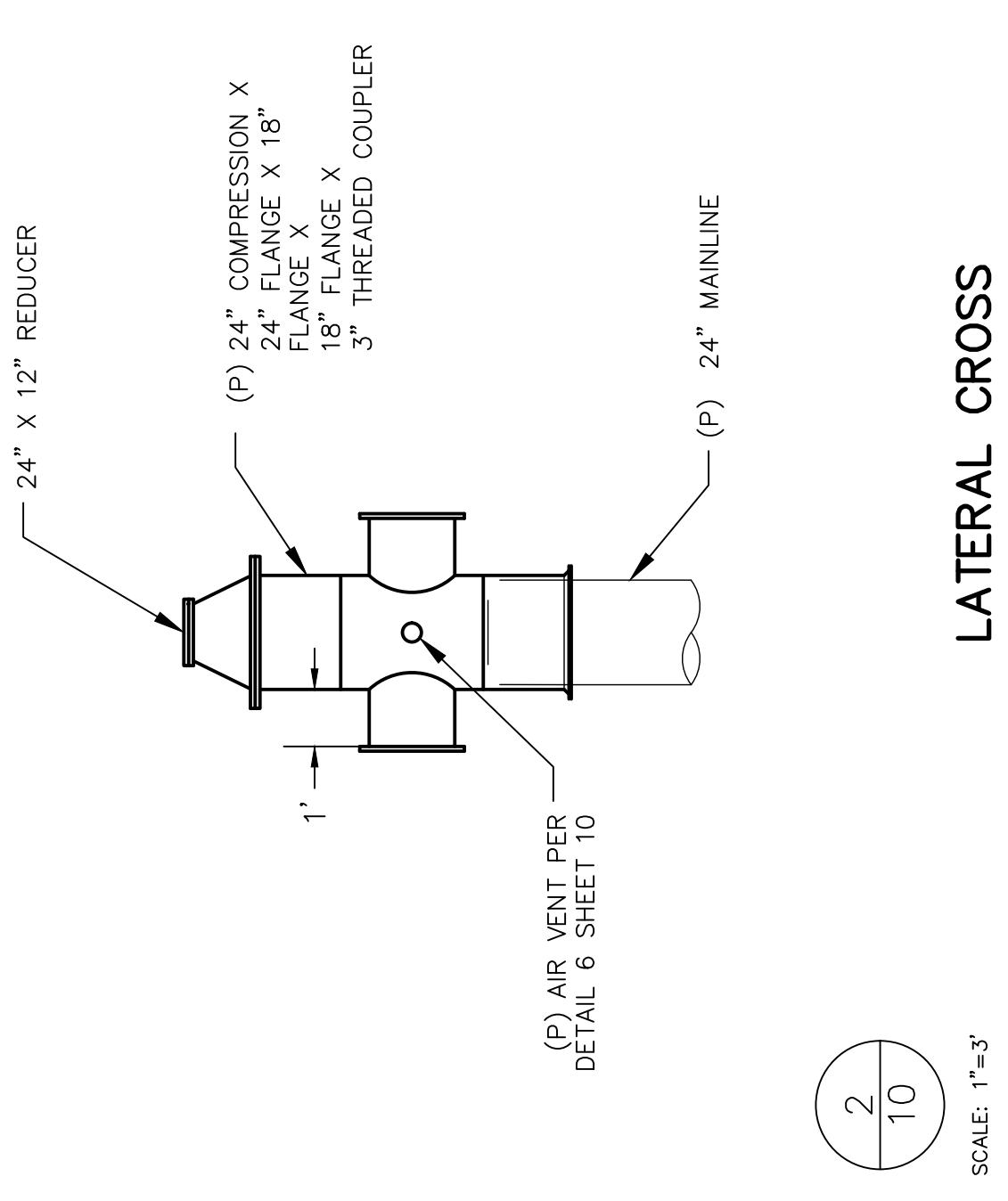
PROJECT:	----
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DATE:	05/08/2026
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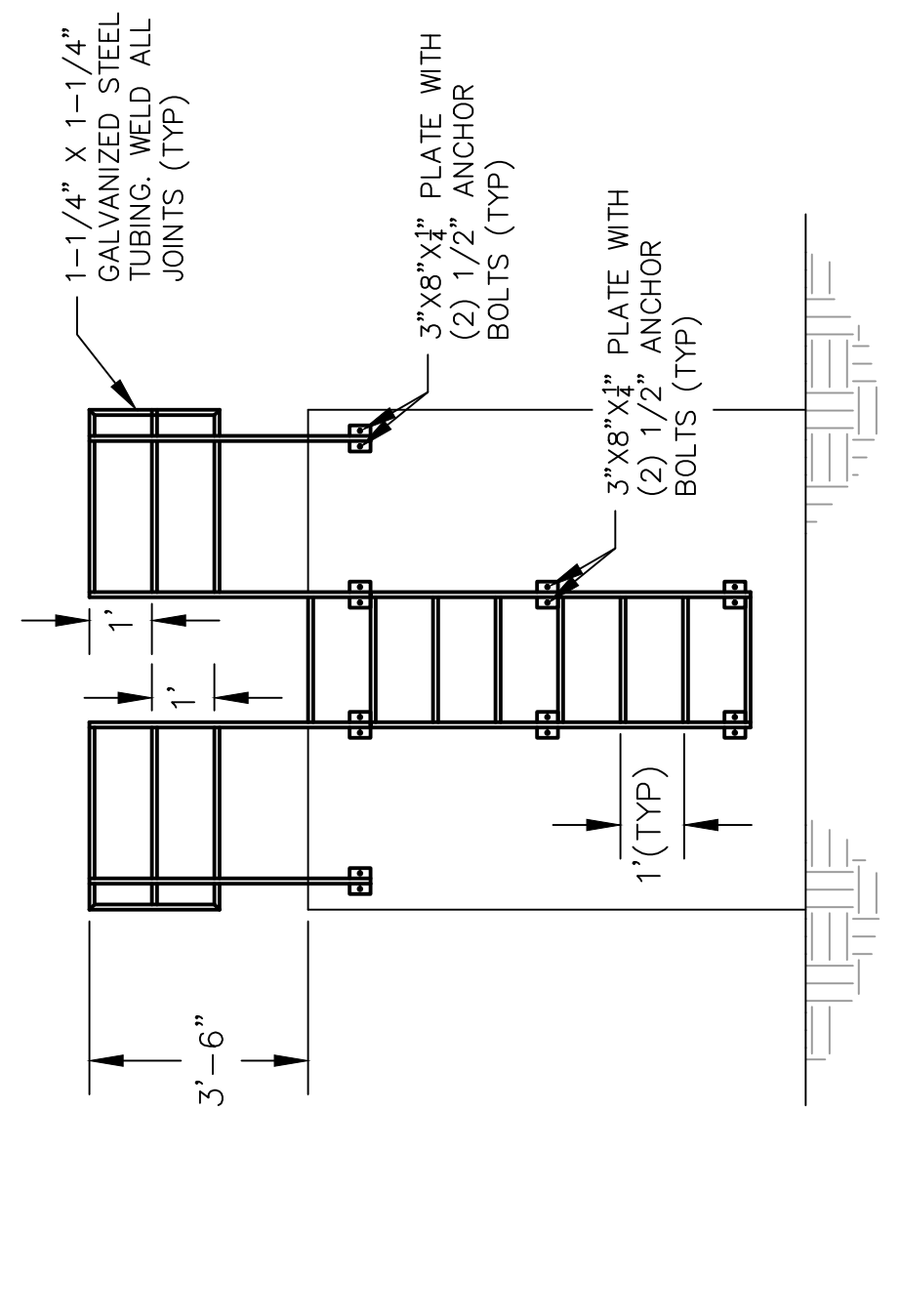
6  
10  
SCALE: 1"=3'

OFFSET AIR VENT



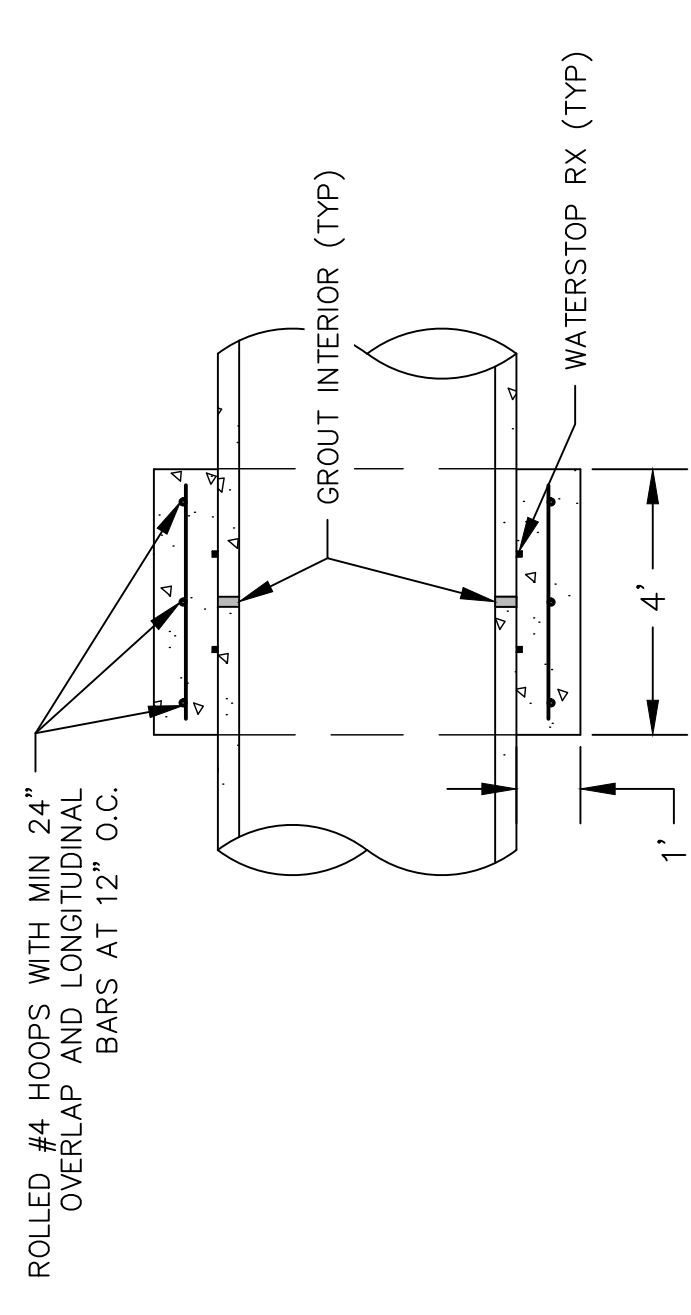
2  
10  
SCALE: 1"=3'

LATERAL CROSS



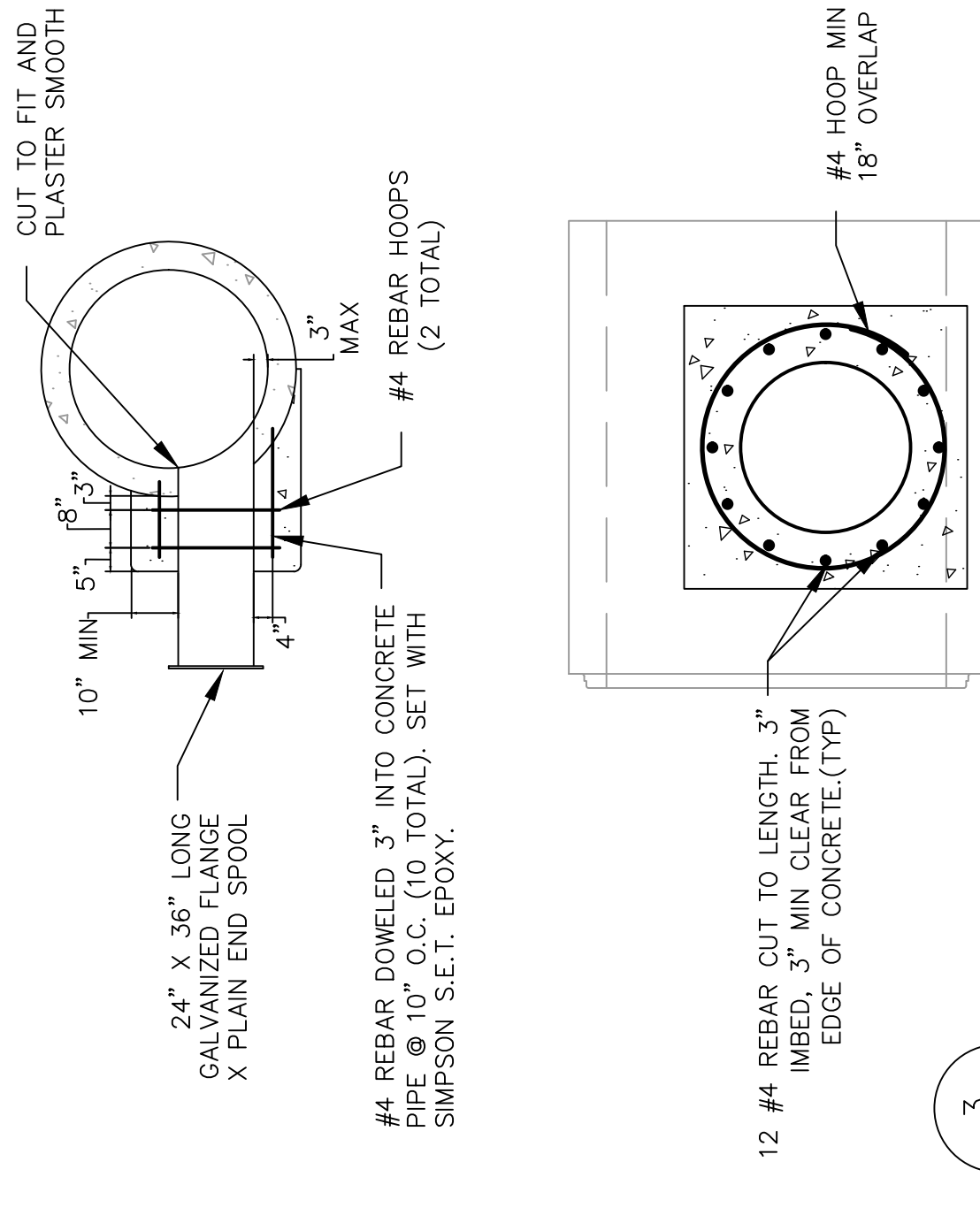
5  
10  
SCALE: 1"=3'

LADDER DETAIL



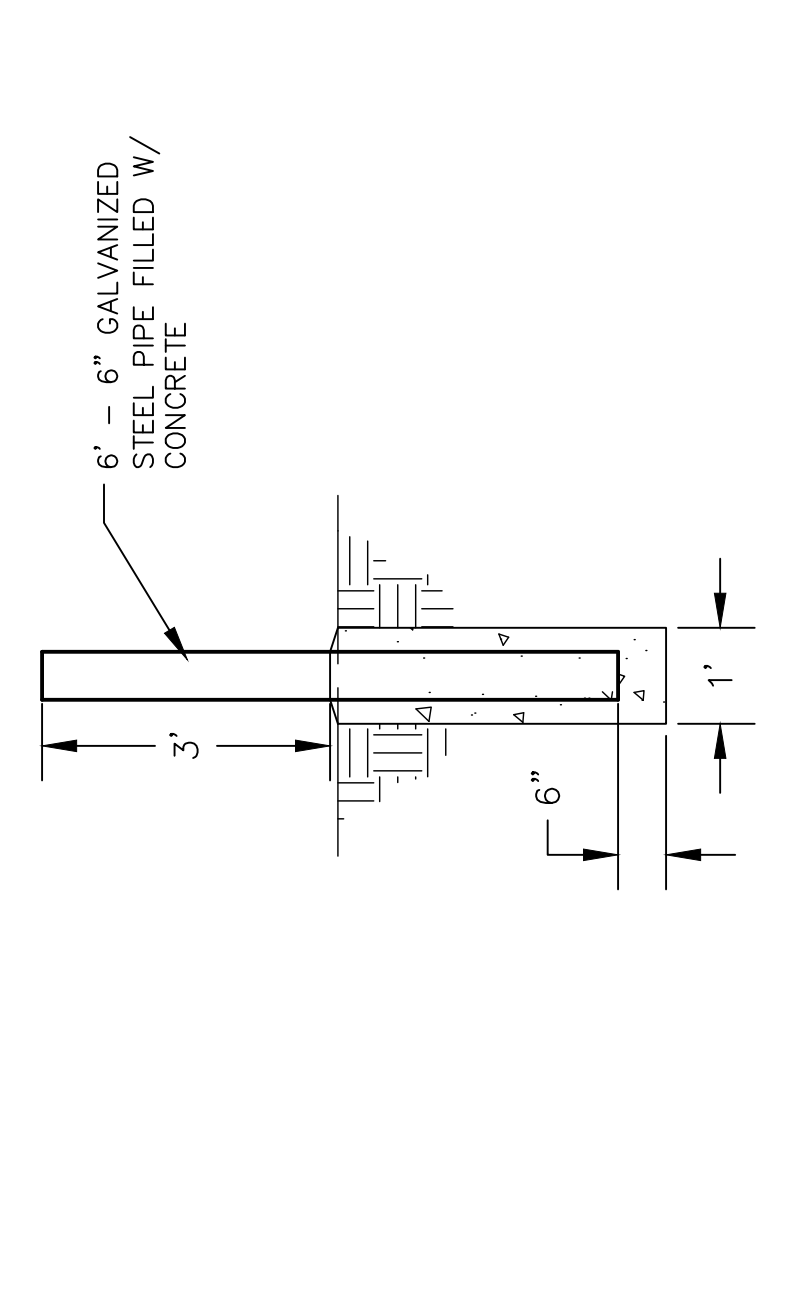
1  
10  
SCALE: 1"=3'

PIPE COLLAR



3  
10  
SCALE: 1"=1'

MAINLINE CONNECTION



4  
10  
SCALE: 1"=2'

BOLLARD