

The South San Joaquin Irrigation District ("District") owns a 33.4-acre parcel of agricultural property located at the northeast corner of Austin Road and Louise Avenue in Manteca (APNs 208-070-24, 35 & 36) (the "Property"). For rent and water charge purposes, the farmable portion of the property is 32.9 acres.

The District is offering the Property for lease for the limited purposes of cultivation of row crops, grain, hay or forage, excluding cannabis and hemp. The initial lease term will commence **January 1, 2026**, and end **December 31, 2026**, with the option to renew for up to two (2) additional, one-year terms, upon mutual agreement of the parties.

The lease shall be for the total acreage, no partial acreage is offered for lease. The lease shall be on an annual basis, not month-to-month.

The lease will be awarded based upon highest monthly rent offered combined with length of term offered.

Interested parties shall complete this form in its entirety, and deliver it in a **sealed envelope** to the District no later than **10:00 a.m., Monday, December 22, 2025**:

by courier/hand delivery:

by U.S. Mail to:

SSJID

11011 E. Highway 120

Manteca, California 95336

Re: Ag Lease

SSJID

P.O. Box 747

Ripon, California 95366

Re: Ag Lease

The District, at its sole discretion, reserves the right to reject offers from parties with outstanding balances owed for District services, and/or ongoing or repeated violations of District Rules & Regulations. The District reserves the right to reject all offers and decline to lease the Property.

Questions may be directed to Dawn Driesen, Administrative Secretary (209)249-4619.

OFFER FOR LEASE OF AGRICULTURAL PROPERTY

Legal Name of Proposed Lessee

Name of Officer/Responsible Party if Lessee is a business entity

Phone: _____ E-mail: _____

Mailing Address: _____

Proposed

Crop(s): _____

Offered Annual Rent Per Acre: _____

AGRICULTURAL LEASE

This Agricultural Lease is effective January 1, 2026, by South San Joaquin Irrigation District ("Lessor") and _____ ("Lessee").

1. **AGREEMENT TO LEASE.** Lessor agrees to lease to Lessee, and Lessee leases from Lessor, the approximately 33.4 acre parcel of real property owned by District at the northeast intersection of Austin Road and East Louise Avenue, County of San Joaquin, known as APNs 208-070-24, 35 & 36 ("Property").
2. **INITIAL LEASE TERM.** The initial term of this Lease shall be from January 1, 2026 until December 31, 2026. The parties may mutually agree to extend this Lease for up to two (2) additional one-year terms by entering into an amendment to this Lease on mutually acceptable terms. Lessee shall notify District of its desire to renew its annual lease the Property no later than November 1, 2026. District agrees to respond within 30 days.
3. **USE.** The Property shall only be used as cropland for the cultivation of row crops, grain, hay or forage, excluding cannabis and hemp. The Property may not be used for any other purpose without Lessor's prior written consent, which may be refused in Lessor's sole discretion.

Lessee shall not install any structures, fencing, or any other physical improvements without the prior written consent of Lessor, which may be withheld by Lessor in its sole discretion. Any improvements authorized by Lessor shall be removed by Lessee at the termination or expiration of the Lease.

Lessee further agrees that Lessee will not commit any waste or damage or suffer any waste or damage to be committed upon the Property.

Lessee further agrees to furnish the labor and materials necessary for the effective control of noxious weeds on the Property throughout the term of this Lease. In the event Lessee fails to comply with this paragraph and to control effectively such noxious weeds and said Lessor is compelled by any proper authority to control the same, or the same are controlled by San Joaquin County then Lessee shall pay to Lessor any amount so expended by Lessor or charged to Lessor for this purpose.

4. **DRAINAGE.** The State of California is imposing restrictions on the drainage of irrigated land to State water, including groundwater. Lessee agrees that it will not drain the Property to District's irrigation facilities during the term of this Lease. Lessee will also obtain all permits or take such other action as may be necessary to ensure that its operations on the Property are consistent with water quality rules and regulations of the Central Valley Regional Water Quality Control Board and the State Water Resources Control Board applicable to drainage of irrigated land. Lessee agrees to indemnify and hold Lessor harmless from all claims, demands,

obligations and liabilities arising out of any failure of Lessee to comply with this section.

5. RENT. The annual rent to be paid by Lessee to Lessor for the Property shall be \$_____ per acre, per year, for a total of _____ and 00/100 (\$_____) payable at the time of Lessee's delivery of the signed Lease. In addition, Lessee shall pay District for use of District water at District's rates as such rates may change from time to time as described in Section 6. Lessee is responsible for scheduling of irrigation water from existing facilities serving the Property according to Lessor's standard rules and regulations for irrigation service. For water charge purposes, the farmable portion of the Property is assumed to be 32.9 acres.

6. WATER CHARGES. Lessee shall pay District for use of District water for each of the Property's 32.9 acres, at District's prevailing rates as such rates may change from time to time. Water charges are due and payable on the same dates as for all of the District's water customers. If Lessee should fail to pay the water charges when due, Lessee is (1) subject to the same collection procedure as for all of the District's water customers, including the imposition of penalties and other charges; (2) ineligible for water deliveries and (3) in breach of this Lease, subject to the notice and cure period in Section 18.

7. IRRIGATION SERVICE. Lessor agrees to provide irrigation service to the Property during the term of this lease in accordance with and subject to District's policies, procedures and prevailing practices, including any annual limits established by the District's Board of Directors on the volume of water available during any irrigation season. Irrigation water is generally made available on a ten-day rotation during the irrigation season, and the District makes no assurance that Lessee will be supplied with water on a more frequent basis. The District's Board of Directors establishes the start and end dates of irrigation season each year. The irrigation season generally starts around March 15 and ends around September 30, depending on the weather and the District's water supply. Lessee agrees to comply with District's policies for irrigation service in effect during the term of this lease. *Lessee shall be responsible for the timely filing of all required reports, forms, surveys or plans as may be required by the San Joaquin County & Delta Water Quality Coalition or other regulatory entities in association with farming the Property; failure to do so shall be grounds for termination of the Lease.*

8. REPAIRS AND IMPROVEMENTS. Lessee shall repair and keep in a good state of repair any irrigation facilities or other improvements upon the Property and Lessor shall not be called upon for any additional improvements of any kind or character whatsoever upon the Property. Lessee hereby specifically waives the right to make any repairs, alterations, or improvements at the cost and expense of Lessor upon the Property.

9. RELATIONSHIP BETWEEN PARTIES. By virtue of this Lease, there is being created only the relationship of landlord and tenant, and under no circumstances shall Lessor be deemed to be a partner of Lessee or joint adventurer with Lessee, in the operation of the Property.

All costs and expenses necessary for Lessee's farming operation shall be paid for by Lessee, and Lessor shall not be responsible for any costs and expenses.

10. LIENS. Lessee agrees not to permit any claim for labor, materials or of any other kind or character whatsoever, to become a lien or to be reduced to final judgment as against the Property.

11. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease, nor any interest therein, and shall not sublet or underlet the Property, or any part thereof without the prior written consent of Lessor, which may be withheld at Lessor's sole discretion.

12. OBEY LAWS. Lessee covenants and agrees at all times throughout the term of this lease, to obey and abide by any and all laws, rules, orders, or regulations, whether federal, state, or local, which are made by duly constituted authorities, and which are applicable to the Property. Failure to abide by applicable law, and/or committing unlawful acts upon the Property shall be grounds for immediate termination.

13. LESSEE'S INDEMNIFICATION OF LESSOR. Lessee shall indemnify, hold harmless and release Lessor, its directors, agents and employees, against and from any and all loss, damage, claims, demands, actions, causes of action, penalties, costs and expenses of whatsoever nature, with court costs and attorney's fees, arising out of Lessee's failure to perform its obligations in this Lease or arising from its use of the Property, including, but not limited to, injury to any person, including Lessee, or to the real or personal property of any kind belonging to anyone, including Lessee, while in, upon, or in any connected with the Property, including the flooding of county roads or neighboring lands because of improper or inadequate drainage or escaping irrigation waters, and including also any damage or injury caused by any fire or fires that may escape from the Property. The foregoing release and indemnity shall be effective notwithstanding any assertion that the District or others indemnified and released were themselves negligent and that such negligence was a contributing cause of the damage or loss claimed.

14. INSURANCE. Lessee shall at all times throughout the term of this lease maintain in full force and effect a policy of public liability insurance in minimum limits of \$1,000,000.00 and property damage insurance in the minimum limit of \$100,000.00, with Lessor as a named assured, covering both Lessor and Lessee as their interests may appear. Lessee shall deliver to Lessor a certificate evidencing the existence of the required insurance.

15. ENTRY BY LESSOR. At all reasonable times, Lessor, in person or by and through its authorized agents or employees, shall have the right to inspect the Property from time to time.

16. SURRENDER OF PROPERTY. Upon the expiration of this Lease, or upon any earlier agreed termination thereof, Lessee agrees to surrender the Property in good condition and free of debris, subject, however, to usual and ordinary wear and tear and subject to any damage caused by the elements or acts of God.

17. INSURANCE OF EMPLOYEES. Lessee shall, upon request made by Lessor, exhibit to Lessor proof of the fact that Lessee has in full force and effect at all times adequate workers compensation insurance.

18. DEFAULT. The occurrence of any of the following shall constitute an event of default:

- a. Lessee defaults in the performance of, or breaches any term, covenant, or condition of this entire lease and fails to cure said default or breach within a period of fifteen (15) days after written request so to do delivered to Lessee by Lessor; or
- b. Any execution proceedings involving this Lease or the Property be taken against Lessee to satisfy any judgment against Lessee, and the same be not discharged or bonded against within five (5) days; or
- c. Any attachment proceedings are taken against Lessee involving this Lease or the Property and the same be not discharged or bonded against within five (5) days;

In such event, then the Lease, at the option of Lessor, shall immediately cease and terminate, and Lessor may recover and resume possession of the Property by any legal means and may forthwith re-enter into possession of the Property and remove all persons and property therefrom at the cost and expense of Lessee. Lessee shall not be entitled to reimbursement of rent for any remainder of the Term.

19. BANKRUPTCY OR INSOLVENCY. It is specifically agreed and understood that if Lessee shall be adjudged bankrupt or insolvent by any court in either voluntary or involuntary proceedings; or if Lessee should file any farm debt relief or any debtor proceedings, or takes or there is taken against Lessee, any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Act seeking any readjustment, arrangement, postponement, composition, or reduction of Lessee's debts, liabilities, or obligations; or if a receiver or trustee in bankruptcy, or a receiver of all, or substantially all, property of Lessee, shall be appointed in any suit or proceeding brought by or against Lessee; or if there be an assignment for the benefit of any creditor, or creditors, of Lessee; then, in any such event, this Lease shall then and there, solely by virtue of said event and without any action on the part of Lessor, immediately cease and terminate, and be null and void, and of no further force or effect (excepting for the adjustment of pre-existing obligations) and Lessor shall then and there be immediately entitled to re-enter into possession of the Property.

20. WAIVER. The waiving of any of the covenants of this Lease by either party shall be limited to the particular instance and shall not be deemed to waive any other breach of such covenant. The acceptance by Lessor of rental hereunder shall not be or be construed to be a waiver of the breach of any term, condition, covenant, or option in this lease set forth, excepting only as to the particular payment so accepted.

21. NOTICES. All notices under this lease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as follows:

LESSOR

LESSEE

South San Joaquin Irrigation District
P.O. Box 747
Ripon, CA 95366
(209) 249-4623
Attention: Peter Rietkerk, General Manager

Either party may from time to time in writing designate another address for receipt of notices.

22. INTEGRATED AGREEMENT. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings not reduced to writing and contained herein.

23. AMENDMENTS. This Lease may only be modified by a writing executed by both Lessor and Lessee.

The parties hereto have executed this Lease effective as of the date in the first paragraph.

LESSOR

LESSEE

South San Joaquin Irrigation District

By _____
Peter Rietkerk, General Manager

By _____