

Opt-In Agreement

This Opt-In Agreement (hereinafter “**Agreement**”) entered into this _____ day of _____, 20____, by and among _____ (“**Owner**”) and the Eastern Tule Groundwater Sustainability Agency (“**ETGSA**”), a groundwater sustainability agency formed and existing under the Sustainable Groundwater Management Act of 2014.

1. Background. Owner is the owner of that certain piece of real property commonly known as Tulare County APN No. _____ (“**Owner’s Parcel**”)¹. Due to circumstances beyond the immediate control of both Owner and ETGSA, a portion – but not all – of Owner’s Parcel is presently situated within the boundaries of ETGSA.
2. Agreement. Owner agrees that, in the use and custody of Owner’s Parcel, Owner, and any person acting on Owner’s behalf, shall adhere to ETGSA’s Rules and Regulations, as though Owner’s Parcel were located wholly within the ETGSA’s boundaries.
3. Application. Requests for the Opt-In Agreement must be received by September 1. Approval of such requests shall be effective October 1, to coincide with the water year as defined in the ETGSA Rules and Regulations.
4. Termination. This Agreement may be terminated by Owner without cause by providing written notice of termination to ETGSA. Either ETGSA or Owner may terminate this Agreement for good cause. As used in this Agreement, “good cause” includes regulatory events rendering performance of the Agreement inefficient or impracticable. The effective date for termination shall be September 30 of each year, to coincide with the water year as defined in the ETGSA Rules and Regulations.

Owner acknowledges and agrees that, through this Agreement, Owner shall be contractually bound to abide by all laws, including but not limited to, the ETGSA Rules and Regulations and any voter-approved assessments, whether in their current form or any subsequently amended variations.

Owner

ETGSA:

By: _____

By: _____

¹ Additional APNs may be included on an attached sheet.