



## RURAL NORTH VACAVILLE WATER DISTRICT

P.O. Box 5097, Vacaville, CA 95696

Phone: 707-447-8420

GM@RNVWD.com

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### WATER RIGHT TRANSFER AGREEMENT – Exhibit B (9-12-17)

This Agreement ("Agreement") is entered into by and between the Rural North Vacaville Water District, a California Community Services District ("District") and \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer"). The District, Seller, and Buyer are sometimes individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the District has constructed a water system to provide potable water services to owners of parcels within the District; and

WHEREAS, the owner of each parcel within the District receives one regular water service connection for the owner's parcel; and

WHEREAS, the owner of each parcel within the District may acquire one or more supplemental water service connections for the owner's parcel; and

WHEREAS, the District has formed a benefit assessment district designated as the Rural North Vacaville Water District Assessment District No.1 to fund the construction of the water system; and

WHEREAS, the District's rules and regulations provide for the sale and transfer of regular and supplemental water service connections subject to District review and approval; and

WHEREAS, Seller is the current owner of the property designated **APN#** \_\_\_\_\_ **with an address of** \_\_\_\_\_ ("Seller's Parcel"), which is located within the District and which has a regular water service connection and has \_\_\_ (enter number) supplemental water service connections; and

WHEREAS, Buyer is the current owner of the property designated **APN#** \_\_\_\_\_ **with an address of** \_\_\_\_\_ ("Buyer's Parcel"), which **is/is not** currently located within the District subject to LAFCO annexation, and which **has/does not have** \_\_\_ (enter number) regular water service connection right and has \_\_\_ (enter number) supplemental water service connections right; and

WHEREAS, Seller wishes to relinquish all rights to receive domestic potable water service from the District's water system by means of the Seller's **regular/supplemental** water right ("Subject Connection") and to transfer and sell to Buyer such rights to domestic potable water service by means of the Subject Connection, together with the

responsibility to pay all associated assessments and fees for such domestic potable water service, and

WHEREAS, with respect to the Subject Connection, Seller is current in payment of the annual assessments for the Rural North Vacaville Water District Assessment District No. 1, together with any monthly operating fees and charges now due \$\_\_\_\_\_, with no outstanding delinquencies. Delinquent amounts, if any, shall be paid current from sale proceeds as a condition precedent for the sale to be completed, and

WHEREAS, the District has reviewed the proposed transfer and sale and has determined that the water system has adequate capacity to serve Buyer's Parcel.

NOW, THEREFORE, the Parties agree as follows:

### **Agreement**

1. Buyer agrees to acquire and purchase from Seller the Subject Connection for use on Buyer's Parcel, and Seller agrees to transfer and sell to Buyer the Subject Connection assigned to Seller's Parcel, subject only to the terms and conditions of this Agreement.
2. Upon transfer of the Subject Connection to Buyer's Parcel, Buyer shall be subject to and shall comply with the District's rules and regulations. **Seller/Buyer** shall pay the current **201x/201x** tax bill of approximately \$\_\_\_\_\_ for the Seller's parcel, representing the 1<sup>st</sup> and 2<sup>nd</sup> installment assessment obligations of the Subject Connection.
3. Buyer agrees that the Subject Connection being acquired from Seller may not be further assigned, transferred, sold, exchanged, or traded without prior review of and written approval from the District in accordance with the District's rules and regulation.
4. As of the date of this Agreement, the remaining balance on the assessment payments for the Subject Connection being transferred from Seller's Parcel to Buyer's Parcel is approximately \$\_\_\_\_\_. Buyer and Seller agree to the transfer of the remaining assessment obligation for the Subject Connection from Seller's Parcel and its assignment to Buyer's Parcel. Upon transfer of the Subject Connection to Buyer's Parcel, Buyer shall be liable to the District for all remaining assessment payments, principal and interest beginning with the assessment tax year obligation for **201x/201x**.
5. In addition to Buyer assuming the remaining assessment payments, Buyer agrees to pay Seller \$\_\_\_\_\_ (**Purchase Price**) as consideration for the transfer of the Subject Connection. Upon execution of this Agreement by all parties, Buyer agrees that this purchase price will be paid promptly. The Purchase Price is due and payable by \_\_\_\_\_ (**month, date, year**), the "Agreement Expiration Date". Transfer of the Subject Connection to Buyer's Parcel will be made upon payment in full. If Buyer cannot complete purchase by the Expiration Date, Seller retains ownership of the Subject Connection and this Agreement is null and void and neither party has any continuing obligation to the other. Seller is responsible for payment of delinquent amounts owed to the District and for meter disconnection and Detachment charges, if applicable.

If Seller has no water connection rights remaining after sale of the Subject Connection, Seller may, but need not, detach from the District. Seller shall incur no expense in connection with the transfer of the Subject Connection, unless specifically noted in this Agreement. All expenses, including, but not limited to, transaction fees shall be the sole obligation of Buyer. Upon payment of the entire Purchase Price, the General Manager of RNVWD will instruct NBS to transfer the Subject Connection to Buyer's land. NBS shall process the assessment transfer and this fee will be paid by Buyer. **Buyer shall pay administrative fees for this transaction to Rural North Vacaville Water District \$250.00 and NBS \$150.00.**

6. Buyer's and Seller's Parcels shall remain subject to their current assessments for fire protection. If Buyer is currently not subject to a District fire protection assessment, Buyer agrees to the imposition by the District of a fire protection assessment on Buyer's Parcel as an indirect benefit.
7. Buyer agrees to bear all costs of improvements necessary to transfer the Subject Connection from Seller's Parcel to Buyer's Parcel including the work necessary to connect the District main water line to Buyer's property. Buyer acknowledges that these costs will include a minimum **\$5,000 deposit**, the amount depending on length of service line and scope of work necessary. The work must be performed under a separate new connection deposit agreement with the District. Solano Irrigation District ("SID"), will perform the work on a time and material basis plus overhead and District administrative fees.
8. If Buyer's Parcel is not currently within the District, Buyer agrees to annex Buyer's Parcel to the District. Buyer agrees to pay all costs associated with the Annexation of Buyer's Parcel. For purposes of this section, the costs associated with the Annexation include, but are not limited to, all fees and costs imposed by the District's fee schedule, Solano County LAFCO and the District assessment service company, NBS. Seller and Buyer acknowledge and agree that the transfer of the Subject Connection contemplated by this Agreement shall not become operative unless and until LAFCO's proceedings for the Annexation, if any, of Buyer's Parcel to the District.
9. The District agrees to amend the boundaries of the Rural North Vacaville Water District Assessment District No.1, and, if applicable, zones within that assessment district, as necessary to conform to the transfer of the Subject Connection from Seller's Parcel to Buyer's Parcel, and Seller and Buyer agree to cooperate fully with the boundary change process. Seller shall pay 0% and Buyer shall pay 100% of any fees associated with that amendment, if applicable.
10. Seller and Buyer agree to defend, indemnify, and hold harmless the District, and its officials, officers, employees, and agents from and against all claims, damages, judgments, costs, expenses, and fees arising in any manner from or related in any manner to any act or omission of Seller or Buyer, respectively, in performing their obligations under this Agreement.
11. Each Party acknowledges that this Agreement sets forth all covenants, promises, conditions, and understandings between the Parties regarding the transfer of the Subject Connection from Seller's Parcel to Buyer's Parcel and the

compensation, if any, for that transfer, and there are no covenants, promises, conditions, or understandings, either oral or in writing, between the Parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by all of them.

12. This Agreement may not be terminated unless such termination is agreed to in writing by all of the Parties to the Agreement.

13. This Agreement shall be effective as of the latest date any of the Parties executes the Agreement, as shown below.

In witness whereof, the Parties have executed this Agreement:

**SELLER:**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BUYER:**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISTRICT:**

Rural North Vacaville Water District  
P.O. Box 5097  
Vacaville, CA 95696

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

Chris Calvert, President  
Board of Directors