

**SECOND AMENDMENT TO  
LANDOWNER AGREEMENT FOR  
TRACY LAKE GROUNDWATER RECHARGE PROJECT**

This Second Amendment to the Landowner Agreement for Tracy Lake Groundwater Recharge Project is made on August 31, 2015, among the North San Joaquin Water Conservation District, a public entity (the "District"), Landowners, and West Coast Credit Services, Inc. (each of the foregoing being referred to individually as a "Party" and all of the foregoing being referred to as the "Parties"), is made with reference to the following:

RECITALS:

A. The Parties entered into the Landowner Agreement for Tracy Lake Groundwater Recharge Project dated November 17, 2011 ("Landowner Agreement") and further entered into the First Amendment to the Landowner Agreement dated January 24, 2014.

B. The Parties have determined that the estimated project costs have increased and will exceed the Revised Project Capital Budget set forth in Exhibit C to the First Amendment to the Landowner Agreement and the Parties have met and conferred pursuant to Section 5f and 5g of the Landowner Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The Parties agree and approve the attached Exhibit C, "Second Revised Capital Project Budget," which replaces in full the existing revised Exhibit C, "Revised Project Capital Budget," and Landowners hereby expressly waive their right under Section 5f to terminate this Agreement pursuant to Section 16 of the Landowner Agreement.

2. The Landowners agree, approve, and authorize the District to levy the full amount of the per-acre assessment authorized but not previously levied pursuant to Resolution No. 2012-1, Resolution of Final Order of the Board of Directors of the North San Joaquin Water Conservation District Forming Improvement District No. 1, to be known as the Tracy Lake Improvement District, and Levying a Special Assessment, adopted on January 30, 2012, and to issue \$236,100 in Improvement District Warrants to fund the additional Capital Costs needed for the Project as shown on the attached Exhibit C, "Second Revised Capital Project Budget."

3. The Landowners had previously approved the levying of this additional special assessment under Proposition 218.

4. Except as set forth in this Amendment, all the provisions of the Landowner Agreement as amended by the First Amendment shall remain unchanged and in full force and effect.

**NORTH SAN JOAQUIN WCD**

**LANDOWNERS**

By: \_\_\_\_\_  
Its: President

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

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_

**WEST COAST CREDIT SERVICES, INC.**

By: \_\_\_\_\_  
Its: President

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

Approved as to form:

\_\_\_\_\_  
Exhibit Attached

Exhibit C – “Second Revised Capital Project Budget.”