

**RECORDING REQUESTED BY:**  
County of Yolo

**WHEN RECORDED, MAIL TO:**  
[name and address]

(SPACE ABOVE FOR RECORDER'S USE)

APN(s): [insert]

Exempt from recording fees  
Government Code §§ 6103, 27383 & 26857

**AGREEMENT REGARDING FUTURE ANNEXATION OF REAL PROPERTY**

This Agreement is made and entered into on this [ ] day of [ ], 20[ ], by and between the Yolo Local Agency Formation Commission, ("LAFCo" hereafter), and [ ] ("Owner" hereafter) and is based upon the following facts:

- (a) Owner holds title to that certain real property ("the Property" hereafter) described in Exhibit "A" attached hereto and shown for illustrative purposes only on the attached Exhibit "B"; and
- (b) Owner desires to receive one or more municipal services ("Services") provided by [ ] ("Agency"). Although the Property is not within Agency's jurisdiction, LAFCo has authorized Agency to provide the Services in anticipation of future annexation pursuant to Government Code section 56133(b). The Parties recognize that at some point in the future, the Property may be annexed to Agency.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1. Owner hereby consents to the annexation of the Property to Agency. Owner agrees on behalf of himself, his heirs, successors, and assigns that, in the event any future change of organization that includes the annexation of the Property to [ ] is approved by LAFCo, Owner waives all rights to protest the annexation of the Property.
- 2. This Agreement shall be recorded with the Clerk Recorder's Office. Owner agrees that the obligations hereunder shall run with the Property and that the obligations undertaken by Owner hereunder shall be binding on all parties having or acquiring any right, title, or interest in the Property.

The parties have executed this Agreement as of the day and year first set forth above.

**OWNER:**

By: \_\_\_\_\_  
Property Owner, Print Name

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

\_\_\_\_\_  
Property Owner, Signature

**YOLO LOCAL AGENCY FORMATION COMMISSION:**

By: \_\_\_\_\_  
Executive Officer, Print Name

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

\_\_\_\_\_  
Executive Officer, Signature

*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

County of \_\_\_\_\_

On \_\_\_\_\_ before me,

\_\_\_\_\_

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.

Signature \_\_\_\_\_ (Seal)

*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

County of \_\_\_\_\_

On \_\_\_\_\_ before me,

\_\_\_\_\_

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Signature \_\_\_\_\_ (Seal)