

**AGREEMENT BETWEEN THE CITY OF LODI, MAVERIK, INC., AND WOODBRIDGE FIRE DISTRICT
REGARDING ANNEXATION OF PROPERTY FROM THE DISTRICT TO THE CITY OF LODI**

This Agreement is made and entered into this ____ day of _____ 2025, by and between the City of Lodi, a municipal corporation ("CITY"), FJ Management Inc., a Utah corporation ("FJM") qualified to do business in California, and Maverik, Inc., a Utah corporation qualified to do business in California ("Maverik") (may be referred to collectively as, "APPLICANT"), and the Woodbridge Fire District, a California Special Fire District ("DISTRICT").

WITNESSETH

WHEREAS, APPLICANT desires to annex certain property known as the Maverik Annexation Project, consisting of San Joaquin County Assessor's Parcel Number 061-020-15 (4872 East Kettleman Lane, approximately 8.81 acres) and a portion of adjacent street right-of-way to the west, for a total annexation area of approximately 9.71 acres (the "Property") into the CITY. The vested owner of the Property is FJM, and is leased to Maverik pursuant to a certain unrecorded Ground Lease with an effective date of July 1, 2022 (as may have been amended from time to time, the "Lease"). A legal description and map identifying the location of the Property is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, upon annexation, a detachment of the Property from the DISTRICT that serves the Property occurs because the CITY will provide fire services once the Property is annexed; and

WHEREAS, upon annexation, the DISTRICT will lose its share of the property tax previously allocated to it; and

WHEREAS, APPLICANT and the DISTRICT desire to resolve the transition of lost revenue(s) to the DISTRICT and comply with the existing policy of the Local Agency Formation Commission ("LAFCO").

NOW THEREFORE, it is mutually agreed by and between the CITY, APPLICANT and DISTRICT as follows:

1. Upon annexation of the Property to the CITY and the detachment of the Property from the DISTRICT, Maverik shall pay to the DISTRICT, within fifteen (15) business days of recordation of said annexation, the amount of _____ Dollars (\$_____) as shown in Exhibit "B" for an unconditional release and waiver from any additional obligation(s) related to property tax loss.
2. The provisions of this Agreement shall inure to the benefit of and bind the heirs, successors and assigns of the respective parties to this Agreement.
3. The parties intend that this Agreement and the covenants created herein shall constitute covenants running with the land, as defined in California Civil Code Section 1462, so as to bind and benefit the successors, heirs, and assigns of the parties.
4. It is understood and agreed by and between the parties hereto that this Agreement shall be deemed and construed to be entered into and to be performed in the County of San Joaquin, State of California, and that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and govern its interpretation.

5. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court, in addition to any other remedies.
6. Any notice required by this Agreement shall be in writing and delivered postage prepaid as follows:

TO APPLICANT:

FJ Management Inc.
185 South State Street, Suite 1300
Salt Lake City, UT 84111
Attn: Legal Department

TO DISTRICT:

Woodbridge Fire District
400 E Augusta St.
Woodbridge, CA 95258
Attn: Fire Chief

WITH A COPY TO:

Maverik, Inc.
185 South State Street, Suite 800
Salt Lake City, Utah 84111
Attn: Todd Meyers

TO CITY:

City Clerk City of Lodi
221 West Pine Street
Lodi, CA 95240

7. This Agreement may be amended in writing by the mutual agreement of all of the parties.
8. In consideration of the covenants, conditions, and promises of APPLICANT to be performed as set forth in this Agreement, DISTRICT shall not contest or otherwise oppose the annexation sought by APPLICANT.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives as of the date first above written.

FJ MANAGEMENT INC.

By: _____

Name: _____

Title: _____

MAVERIK, INC.

By: _____

Name: _____

Title: _____

WOODBIDGE FIRE DISTRICT

By: _____

Name: _____

Title: _____

CITY OF LODI

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By CITY ATTORNEY _____

Name: _____



ATTEST:

By CITY CLERK _____

Name: _____

EXHIBIT A - Legal Description and Map to be attached to final agreement.

EXHIBIT B - Financial Payment Schedule to be attached to final agreement.