

COPY

Recording Requested By:

EL DORADO IRRIGATION DISTRICT
2890 Mosquito Road
Placerville, CA 95667

When Recorded Mail To:

EL DORADO IRRIGATION DISTRICT
2890 Mosquito Road
Placerville, CA 95667

AGREEMENT FOR SERVICE AT OUTSIDE DISTRICT RATES

This Agreement is made effective June 6, 2014 ("Effective Date") between El Dorado Irrigation District ("District") and California Montessori Project ("Owner"), record owner of that certain property identified as Assessor's Parcel Number 319-220-57, and described in Exhibit A attached hereto ("Subject Property"), as follows:

RECITALS

A. The Subject Property is outside of the District's jurisdictional boundaries, but inside the District's sphere of influence.

B. Owner has a pending petition, in good standing, with the El Dorado County Local Agency Formation Commission ("El Dorado LAFCO") to annex the Subject Property to the District ("Annexation Petition").

C. Owner has requested water and sewer service, private fire service, and fire hydrants from the District for a proposed new school facility. An application to extend District infrastructure has been submitted and plan review is in process. Extension of Facilities Agreement(s) will be executed and recorded to reflect the following extensions:

Water: +/- 55 linear feet of 6-inch water line and +/- 1,050 linear feet of 10-inch water line

Sewer: +/- 25 linear feet of 4-inch force main sewer line

D. Under California Government Code section 56133(b), El Dorado LAFCO may authorize the District to provide new or extended services outside of its jurisdictional boundaries but within its sphere of influence in anticipation of a later change of organization. The timing, criteria, and consequences of El Dorado LAFCO's decision are prescribed by Government Code section 56133(d).

AGREEMENT

1. District hereby agrees to provide water and sewer service to the Subject Property in accordance with all applicable District Board Policies, Administrative Regulations, standard operating procedures, and practices, except that such service shall be at 1.5 times the otherwise applicable rates, until: a) this Agreement is terminated; b) El Dorado LAFCO records a Certificate of Completion annexing the Subject Property to the District; or c) three years from the Effective Date, whichever comes first.

RECEIVED

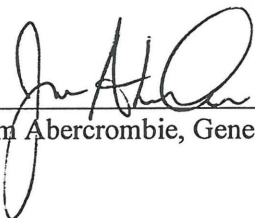
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EL DORADO LAFCO


2. The District's obligations under paragraph 1 are further subject to each of the following express conditions precedent, concurrent, or subsequent:
- a. Neither Owner nor Owner's successor in interest will withdraw the Annexation Petition, nor allow the Annexation Petition to lapse.
 - b. Owner shall cooperate with the District in providing all information required of the District by the Commission for both the Commission's section 56133(d) decision and the Subject Property's annexation.
 - c. Services will be provided upon completion of construction of the required extensions and acceptance by the District as well as payment of applicable connection fees and any associated costs.
 - d. This Agreement shall terminate and service shall be discontinued if the Commission disapproves this Agreement or if the annexation fails for any reason.
 - e. This Agreement shall expire on June 6, 2017. If El Dorado LAFCO has not recorded a Certificate of Completion annexing the Subject Property to the District by the expiration date, Owner shall relinquish all meters, allow the District to physically disconnect all services, and accept a refund of all Facility Connection Charges paid to the District, without interest.

EL DORADO IRRIGATION DISTRICT

CALIFORNIA MONTESSORI PROJECT
a California Non-Profit Public Benefit Corporation

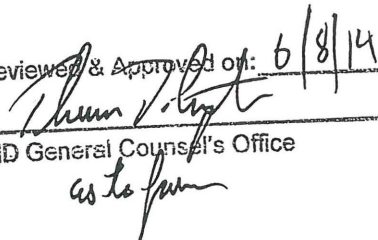


Jim Abercrombie, General Manager



Gary Bowman
Executive Director and Superintendent of Schools

Assessor's Parcel Number: 319-220-57

Reviewed & Approved on: 6/8/14


EID General Counsel's Office
as to form

ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF EL DORADO

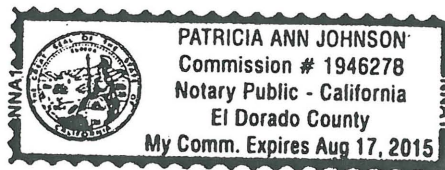
On June 6, 2014 before me Patricia Ann Johnson, Notary Public
Date Name, Title of Officer

Personally appeared Gary Bowman
Name of Signer

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.

Patricia Ann Johnson
SIGNATURE OF NOTARY



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