

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 OUT-OF-DISTRICT WATER SERVICE FOR HEALTH AND SAFETY

This Agreement is made effective February 13, 2018 (“Effective Date”) between El Dorado Irrigation District (“District”) and Kenneth D. Welsh (“Owner”), record owner of that certain property identified as 3021 Crystal View Drive, El Dorado Hills, California, Assessor's Parcel Number 119-090-59-100, and described in **Exhibit A** attached hereto (“Property”), as follows:

RECITALS

- A. The Property is outside of the District’s jurisdictional boundaries, but inside the District’s sphere of influence.
- B. The District's Board Policy 9020 allows the District to provide drinking water, recycled water, and wastewater services to customers within the District’s service area, or outside the annexed service area but within the District’s sphere of influence when allowed by law and approved by the Board as an action item in response to documented health and safety concerns.
- C. Under California Government Code section 56133(c), the El Dorado County Local Agency Formation Commission (“El Dorado LAFCO”) may authorize the District to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory. The timing, criteria, and consequences of El Dorado LAFCO’s decision are prescribed by Government Code section 56133(d).
- D. The Property has a single existing well as its water supply. A well production test performed on the Property's well in August of 2017 showed that the well's production is below the El Dorado County's minimum well production rate for an adequate water supply for a new building permit.
- E. El Dorado LAFCO staff have determined, and informed the District, that the Owner’s water supply situation on the Property qualifies as a threat to health and safety for the purposes of extending water service via an out-of-agency agreement, as authorized under Government Code section 56133(c)(1).
- F. Owner has requested immediate water service from the District.
- G. On January 8, 2018, the District’s Board of Directors’ approved of the District providing out-of-District water service to the Property and authorized the District to enter into an out-of-District service agreement in response to health and safety concerns with the Property’s water supply.



AGREEMENT

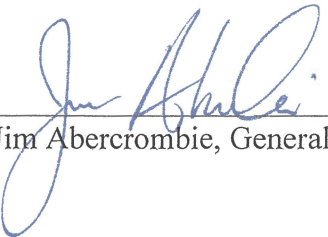
1. District hereby agrees to provide water service to the Property in accordance with all applicable District Board Policies, Administrative Regulations, standard operating procedures, and practices, except that such service shall be provided at a rate of 1.5 times the otherwise applicable rates (both base and consumption charges) for in-District water service, until this Agreement is terminated.
2. The District's obligations under paragraph 1 are further subject to each of the following express conditions precedent, concurrent, or subsequent:
 - a. As a condition precedent, the District's Board of Directors must have approved of the District providing out-of-District water service to the Property.
 - b. Owner shall cooperate with the District in providing all information required of the District by the El Dorado LAFCO regarding the out-of-District water service.
 - c. Owner shall reimburse the District for any costs, fees or charges incurred by the District related to providing out-of-District water service to the Property, including but not limited to any fees associated with the El Dorado LAFCO's review and approval of the out-of-District service agreement.
 - d. As a condition precedent, the El Dorado LAFCO must have approved of the District providing out-of-District water service to the Property to respond to an existing or impending threat to health or safety, consistent with California Government Code section 56133.
 - e. This Agreement shall terminate if the El Dorado LAFCO disapproves this Agreement for any reason.
 - f. This Agreement and the District's obligations under paragraph 1 shall be subject to any conditions imposed by the El Dorado LAFCO as conditions of the District providing out-of-District water service to the Property.
 - g. The out-of-District water service to the Property shall be for a single ¾" water meter and shall be limited to water use by a single residential dwelling and associated domestic water use on the Property.
 - h. Owner shall be responsible for the costs of the infrastructure and labor necessary to provide out-of-District water service to the Property.
 - i. As a condition concurrent, Owner shall execute a Hold Harmless Agreement for Water Pressure Condition and the water service shall be subject to the terms and conditions of said Agreement.
 - j. The District shall provide out-of-District water service to the Property only to the extent, and only so long as, the District's Board of Directors determines such service is necessary to ensure public health and safety and an adequate water supply for the Property.
3. This Agreement shall be considered null and void if the Property is subdivided.




4. This Agreement shall remain in effect under the terms of this Agreement, unless and until terminated by the District's Board of Directors.

EL DORADO IRRIGATION DISTRICT

PROPERTY OWNER



Jim Abercrombie, General Manager



Kenneth D. Welsh

Assessor's Parcel Number: 119-090-59-100

(Rev. 02/18)



EXHIBIT A

Parcel D, as shown on that certain Parcel Map entitled "A portion of the Northeast quarter of Section 6, Township 9 North, Range 9 East, M.D.M." recorded in the Office of the County Recorder of El Dorado County on November 19, 1973, in Book 4 of Parcel Maps, at page 143.



ALL-PURPOSE ACKNOWLEDGEMENT

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.

On Febr. 13, 2018 before me Patricia Ann Johnson, Notary Public
Date Name, Title of Officer

Personally appeared Jim Abercrombie
Name(s) of Signer(s)

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

ALL-PURPOSE ACKNOWLEDGEMENT

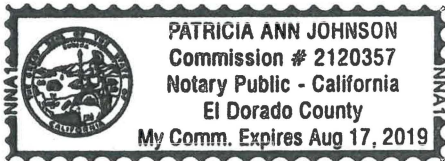
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Patricia Ann Johnson
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