

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 _____, 2021 (“Effective Date”) between El Dorado Irrigation District (“District”) and Richard F. & Virginia E. Pacileo (“Owner”), record owner of that certain property identified as 5290 China Hill, El Dorado, California, Assessor's Parcel Number 092-060-055 (“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. Owner represents that the well failed in December 2020 and that the well pump is stuck in the well casing. Per El Dorado County Environmental Management staff, it is not feasible to drill a new well on the property in a manner that complies with the County’s current Well Ordinance.
- E. Owner requests immediate water service from the District.
- F. On January 25, 2021, the District’s Board of Directors’ approved Owner’s request for out-of-District water service and authorized the District to enter into an out-of-District service agreement in response to Owner’s health and safety concerns with the Property’s water supply.

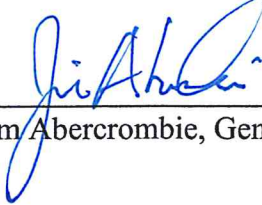
AGREEMENT

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 Commission 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.
3. 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 while the owner pursues annexation to the District through LAFCO.
4. The Owner shall complete the annexation process within one year of the Effective Date of this Agreement or risk termination of service at the sole discretion of the District.

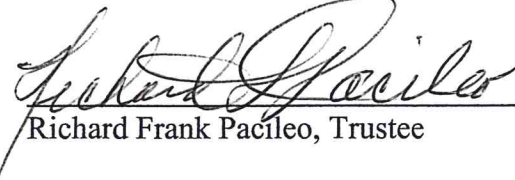
5. This Agreement shall remain in effect under the terms of this Agreement, unless and until terminated by the District's Board of Directors.

EL DORADO IRRIGATION DISTRICT

PACILEO FAMILY REVOCABLE LIVING TRUST 2016



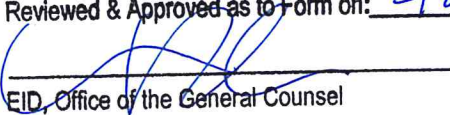
Jim Abercrombie, General Manager



Richard Frank Pacileo, Trustee



Virginia Evelyn Pacileo, Trustee

Reviewed & Approved as to Form on: 2/8/21


EID, Office of the General Counsel

Assessor's Parcel Number: 092-060-055

(Rev. 01/21)

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.

STATE OF CALIFORNIA
COUNTY OF

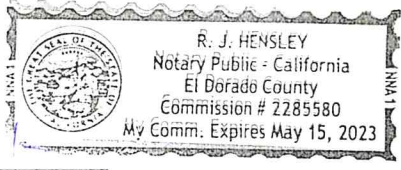
On 02/04/2021 before me R. J. HENSLEY, Notary Public
Date Name, Title of Officer

Personally appeared Richard Frank Pacifico & Virginia Evelyn Pacifico
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.

R. J. Hensley
SIGNATURE OF NOTARY



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.

STATE OF CALIFORNIA
COUNTY OF

On _____ before me _____, Notary Public
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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.

VP
Witness my hand and official seal.

SIGNATURE OF NOTARY