

Running Springs Water District's Application and Contract

Attachment 3

375

(FOR LAFCO USE ONLY)

APPLICATION FOR EXTENSION OF SERVICE BY CONTRACT

(A certified copy of the City Council/District Board of Directors resolution or a letter from the City Manager/General Manager requesting approval for an out-of-agency service agreement must be submitted together with this application form.)

AGENCY TO EXTEND SERVICE:

AGENCY NAME: Running Springs Water District

CONTACT PERSON: Ryan Gross, General Manager

ADDRESS: PO Box 2206, 31242 Hilltop Blvd.
Running Springs, CA 92382

PHONE: (909) 867-2766

EMAIL: rgross@runningspringswd.com

CONTRACTING PARTY:

NAME OF PROPERTY OWNER: Andrew Wexler

CONTACT PERSON: Chris Chastain

MAILING ADDRESS: P.O. Box 2237
Running Springs, CA 92382

PHONE: (909) 867-5743

EMAIL: chris@paliadventures.com

ADDRESS OF PROPERTY PROPOSED FOR CONTRACT: 30778 Highway 18
Running Springs, CA 92382

CONTRACT NUMBER/IDENTIFICATION: Pali Mountain Outside Sewer Service Agreement

PARCEL NUMBER(S): 0328-042-15, 0328-042-16, 0328-042-17

ACREAGE: 38.56 acres, 7.41 acres, 27.69 acres

The following questions are designed to obtain information related to the proposed agreement/contract to allow the Commission and staff to adequately assess the proposed service extension. You may include any additional information which you believe is pertinent. Please use additional sheets where necessary.

1. (a) List the type or types of service(s) to be provided by this agreement/contract.

Domestic wastewater collection.

- (b) Are any of the services identified above "new" services to be offered by the agency? YES NO. If yes, please provide explanation on how the agency is able to provide the service.

2. Is the property to be served within the agency's sphere of influence? YES NO

3. Please provide a description of the service agreement/contract.

Agreement for the Provision of Outside Sewer Service to O-ongo Inc. / Pali Mountain approved by the Running Springs Water District Board of Directors on April 17, 2013 a copy of which is included as Attachment 1.

4. (a) Is annexation of the territory by your agency anticipated at some point in the future? YES NO. If yes, please provide a projected timeframe when it anticipates filing an application for annexation of territory that would include the area to be served. If no, please provide an explanation as to why a jurisdictional change is not possible at this time.

No projected time frame for potential annexation has been established at this point but initial discussions with the property owner indicate that they may be willing to discuss the matter at some point in the future.

- (b) Is the property to be served contiguous to the agency's boundary? YES NO. If yes, please provide explanation on why annexation to the agency is not being contemplated.

Annexation is being contemplated at this time but there is no timeframe.

5. Is the service agreement/contract in response to a threat to the public health and safety of the existing residents as defined by Government Code Section 56133(c)? YES NO. If yes, please provide documentation regarding the circumstance (i.e. letter from Environmental Health Services or the Regional Water Quality Control Board).

6. (a) What is the existing use of the property?

Camp.

(b) Is a change in use proposed for the property? YES NO. If yes, please provide a description of the land use change.

7. If the service agreement/contract is for development purposes, please provide a complete description of the project to be served and its approval status.

8. Are there any land use entitlements/permits involved in the agreement/contract? YES NO. If yes, please provide documentation for this entitlement including the conditions of approval and environmental assessment that are being processed together with the project. Please check and attach copies of those documents that apply:

- Tentative Tract Map / Parcel Map
- Permit (Conditional Use Permit, General Plan Amendment, etc.)
- Conditions of Approval
- Negative Declaration (Initial Study)
- Notice of Determination (NOD)/Notice of Exemption (NOE)
- Department of Fish and Game (DFG) Receipt
- Others (please identify below)

9. Has the agency proposing to extend service conducted any CEQA review for this contract? YES NO. If yes, please provide a copy of the agency's environmental assessment including a copy of the filed NOD/NOE and a copy of the DFG Receipt.

10. Plan for Service:

(a) Please provide a detailed description of how services are to be extended to the property. The response should include, but not be limited to, a description of: 1) capacity of existing infrastructure, 2) type of infrastructure to be extended or added to serve the area, 3) location of existing infrastructure in relation to the area to be served, 4) distance of infrastructure to be extended to serve the area, and 5) other permits required to move forward with the service extension.

Refer to attached Agreement for the Provision of Outside Sewer Service to O-ongo Inc. / Pali Mountain approved by the Running Springs Water District Board of Directors on April 17, 2013 a copy of which is included as Attachment 1.

- (b) Please provide a detailed description of the overall cost to serve the property. The response should include the costs to provide the service (i.e. fees, connection charges, etc.) and also the costs of all improvements necessary to serve the area (i.e. material/equipment costs, construction/installation costs, etc.).

<i>Description of Fees/Charges</i>	<i>Cost</i>	<i>Total</i>
Refer to Pages 2 & 3 of Attachment 1.		
Total Costs		

Text Field

- (c) Please identify any unique costs related to the service agreement such as outside City/District rates or additional 3rd-party user fees and charges (i.e. fees/charges attributable to other agencies).

Refer to Pages 2 & 3 of Attachment 1.

- (d) If financing is to occur, please provide any special financial arrangement between the agency and the property owner, including a discussion of any later repayment or reimbursement (If available, a copy of the agreement for repayment/reimbursement is to be provided).

N/A

11. Does the City/District have any policies related to extending service(s) outside its boundary? YES NO. If yes, has a copy been provided to LAFCO?
 YES NO. If not, please include a copy of the policy or policies (i.e. resolution, municipal code section, etc.) as part of the application.

(Refer to Attachment 2)

CERTIFICATION

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this evaluation of service extension to the best of my ability, and that the facts, statement and information presented herein are true and correct to the best of my knowledge and belief.



SIGNED BY: Ryan Gross
POSITION TITLE: General Manager
DATE: 04/24/2013

REQUIRED EXHIBITS TO THIS APPLICATION:

1. Copy of the agreement/contract. (Refer to Attachment 1)
2. Map(s) showing the property to be served, existing agency boundary, the location of the existing infrastructure, and the proposed location of the infrastructure to be extended. (Refer to Attachment 3)
3. Certified Plan for Service (if submitted as a separate document) including financing arrangements for service.

Please forward the completed form and related information to:

Local Agency Formation Commission
215 North D Street, Suite 204
San Bernardino, CA 92415-0490
PHONE: (909) 383-9900 • FAX: (909) 383-9901
Email: lafco@lafco.sbcounty.gov



DENNIS DRAEGER
ASSESSOR - RECORDER - CLERK

P Counter

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

Running Springs Water District
P.O. Box 2206
Running Springs CA 92382

Assessor's Parcel Nos.:
0328-042-15
0328-042-16
0328-042-17

Doc#: 2013-0172163



Titles: 1 Pages: 9

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

LAFCO SC # 375

(Space above this line for Recorder's Use)

**AGREEMENT FOR THE PROVISION OF OUTSIDE SEWER SERVICE
TO O-ONGO INC. / PALI MOUNTAIN**

Exempt per Government Code Section 6103.9

THIS AGREEMENT is entered into and shall be effective as of the 24th day of April, 2013, by and between the RUNNING SPRINGS WATER DISTRICT, an independent special district of the State of California ("District"), and O-ONGO INC. / PALI MOUNTAIN, a California corporation ("Pali Mountain")

RECITALS:

1. On October 27, 2011 the District received a letter from Pali Mountain requesting connection of three (3) parcels (APN 0328-042-15, 0328-042-16 and 0328-042-17) to the District's sewer system. The parcels are outside the District's service area but within its sphere of influence. Legal descriptions of the parcels are attached hereto as Exhibit "A".
2. On November 16, 2011 the request was presented to the District Board of Directors and a feasibility study was conducted to connect the parcels to the District's sewer system, as depicted on Exhibit "B", all in accordance with the District's standard terms and conditions for such service outside the District boundaries, with sewer service fees and charges to be imposed at the per gallon or other per unit charge established by the Board of Directors and in accordance with this Agreement.

TERMS:

1. Sewer Service. The District agrees to provide sewer service to Pali Mountain exclusively for the use and benefit of the Parcels described in Exhibit "A", according to the terms and conditions hereinafter set forth. Such service shall be provided in accordance with the District's ordinances and resolutions applicable to sewer service outside of the District's boundaries as they now exist or may hereafter be amended.

2. Equivalent Dwelling Units (EDUs). The facilities located on the three (3) parcels herein mentioned are the only facilities allowed to be connected under the terms of this Agreement. As identified in the feasibility study there are a total of 439 plumbing fixture units or 21.95 EDUs to be connected to the District's sewer system.
3. Termination of Agreement. The provision of sewer service pursuant to this Agreement will terminate upon any of the following:
 - a. Annexation into the District's service area;
 - b. 20 years have passed from the effective date of this Agreement;
 - c. A material breach of this Agreement;
 - d. A written agreement between Pali Mountain and the District, as approved by the Board of Directors, to cancel this Agreement.
4. Additional Terms of Service. The following terms of service shall also apply:
 - a. Pali Mountain shall obtain all required permits necessary to provide sewer service to the property and shall pay for the installation of the required facilities, flow meter and infiltration and inflow (I/I) mitigation measures. Lateral and cleanouts shall be installed per County of San Bernardino (County) and District requirements.
 - b. A magnetic flow (Mag-Meter) metering device shall be installed at a point agreed to by the parties and shall be calibrated annually by a third party at Pali Mountain's expense. Calibration results shall be submitted directly to the District by no later than October 1st of each year. The flow meter shall be accessible by District staff for the purpose of obtaining meter readings. During periods of snow fall or other hazardous weather, monthly averaging will be utilized if the meter is inaccessible until such time as the District can access the meter. For averaging purposes, the average month will be a standard 30-calendar day month.
 - c. Upon execution of this Agreement, approval by the Local Agency Formation Commission of San Bernardino County (LAFCO) and connection to the District's sewer system, Pali Mountain will begin paying the following fees and charges:
 - i. Sewer Facilities Capacity Charge (Sewer Connection Fee) in effect at the time of connection. The Fiscal Year 2012/2013 Sewer Connection fee is \$5,448.28 per EDU (21.95 EDUs x \$5,448.28 = \$119,589.75);
 - ii. Annual In-Lieu of Taxes Charge per District Resolution. For Fiscal Year 2012/2013 this charge is \$1,834 and will be calculated each

fiscal year based on assessed property valuation and according to District Resolution;

- iii. The District's prevailing monthly sewer service charge per EDU in effect at the time that service is provided. The Fiscal Year 2012/2013 fixed monthly service charge per EDU is \$28.05 plus an additional \$2.00 monthly charge for each EDU per District Resolution;
 - iv. Treatment Plant Filtration Project Loan Repayment fee of \$3.00 per month per EDU, until such time that the loan is repaid;
 - v. Sewage volume charge per gallon, to be adjusted annually or from time to time by the Board of Directors. As of the effective date of this Agreement the volume charge is of \$0.000678 per gallon.
- d. The County and the District shall inspect the installation of the flow meter, sewer lateral and connection and shall approve of said lateral and connection and meter as a condition of accepting flow from Pali Mountain. Sewer clean-outs shall be installed as recommend by the District to facilitate cleaning and inspection of the line.
- e. Pali Mountain shall ensure the facilities are constructed such that I/I is eliminated and prevented from entering into the sewer system either through laterals, mains, lift stations, the flow meter or connection point, to the satisfaction of the District. All such I/I will be addressed by Pali Mountain at no cost to the District should it be noted that water has breached the system. The District reserves its right to discontinue acceptance of flow from Pali Mountain should the I/I issue remain unaddressed for a period greater than 30 calendar days from the date of notice from the District.
- f. The District will approve the connection point and approve the location for the installation of the flow meter. The flow meter shall be approved by the District and shall be maintained on an annual basis at the expense of Pali Mountain.
5. No Expansion of Service. Sewer service shall not be provided to any additional buildings, dwelling units or treatment facilities without prior written approval by the District. If approval is provided, the sewer service fees and charges outlined above will apply to any expanded service. Failure to obtain such written approval prior to such expansion of service shall constitute a material breach of this Agreement which shall relieve the District of any further obligation to provide service to Pali Mountain. Subject to these restrictions and such other constraints as are set forth in this Agreement, the District agrees to utilize its best efforts to satisfy Pali Mountain's sewer service requirements, consistent with the District's rules, regulations, ordinances, resolutions, policies, and procedures for such service.

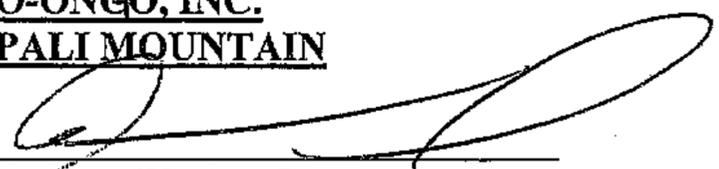
GENERAL:

1. **Type of Use.** It is understood and agreed that sewer service to Pali Mountain shall be for commercial use as a camp.
2. **Costs and Attorneys' Fees.** In the event of any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reimbursement of costs and reasonable attorneys' fees.
3. **No Other Agreements.** This Agreement contains all of the terms and conditions of the Agreement between the parties regarding sewer service from the District to said Parcels named herein. No other such agreements exist as of the date of this Agreement.
4. **Conditions of Service.** Failure by Pali Mountain to conform to the provisions of this Agreement shall relieve the District from any further obligation to provide sewer service to Pali Mountain.
5. **LAFCO Approval Required.** The obligation to provide sewer service to Pali Mountain as set forth in this Agreement shall be conditional upon prior approval by LAFCO. In the event that LAFCO does not approve the District's provision of sewer service to Pali Mountain as set forth in this Agreement, then this Agreement shall be null and void. Pali Mountain shall be responsible for payment of all fees charged by LAFCO to obtain such approval.

AGREEMENT NOTARIZED SIGNATURES AND DATES

(ATTACH NOTARY'S CERTIFICATE)

O-ONGO, INC.
PALI MOUNTAIN



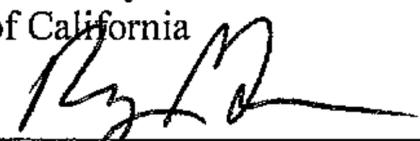
Andrew Wexler, Owner

4/23/13

Date Signed

(ATTACH NOTARY'S CERTIFICATE)

DISTRICT
Running Springs Water District, an
Independent Special District of the
State of California



Ryan Gross, General Manager

4/24/13

Date Signed

EXHIBIT A
(Legal Description)

RECORDS OF SAN BERNARDINO COUNTY OF A PORTION OF THE SOUTH 1/2 OF SECTION 30, AND A PORTION OF THE NORTHWEST 1/4, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

EXHIBIT "A"

(PARCEL A)

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE ALONG THE NORTH LINE OF TRACT 7140, MAP BOOK 41, PAGES 25-30, A BEARING OF SOUTH 84°51'25" WEST, A DISTANCE OF 16.42 FEET; THENCE NORTH 0°08'15" WEST, A DISTANCE OF 216.81 FEET TO THE NORTHWESTERLY CORNER OF O.R. 7547/202 AND THE TRUE POINT OF BEGINNING; THENCE NORTH 84°34'00" EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 0°21'35" EAST, A DISTANCE OF 71.20 FEET; THENCE NORTH 37°25'26" EAST, A DISTANCE OF 312.46 FEET; THENCE NORTH 42°53'38" EAST, A DISTANCE OF 1031.57 FEET TO A 1" IRON ROD FOR THE SOUTHEASTERLY CORNER OF O.R. 1654/410; THENCE SOUTH 67°14'21" WEST, A DISTANCE OF 563.10 FEET; THENCE NORTH 65°10'14" WEST, A DISTANCE OF 400.00 FEET; THENCE NORTH 65°21'29" WEST, A DISTANCE OF 103.96 FEET; THENCE NORTH 84°41'19" WEST, A DISTANCE OF 170.96 FEET; THENCE SOUTH 69°45'14" WEST, A DISTANCE OF 173.42 FEET; THENCE SOUTH 75°44'17" WEST, A DISTANCE OF 260.63 FEET; THENCE SOUTH 59°50'17" WEST, A DISTANCE OF 202.86 FEET; THENCE SOUTH 26°21'20" WEST, A DISTANCE OF 742.54 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY # 18 (100 FEET WIDE); THENCE SOUTH 24°57'25" EAST, A DISTANCE OF 60.00 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 65°22'57" EAST, A DISTANCE OF 440.00 FEET; THENCE SOUTH 51°02'12" EAST, A DISTANCE OF 531.58 FEET TO THE TRUE POINT OF BEGINNING.
(CONTAINS 27.64 ACRES GROSS)

SEE EXHIBIT B

PREPARED BY

10/17/99
DATE

Paul Christopher
PAUL CHRISTOPHER, E.S.
L.S. 5225



ENVIRONMENTAL
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• LAND SURVEYING
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• CIVIL ENGINEERING

(909) 886-1831 FAX (909) 883-1257
3272 N. "E" ST., #A, San Bernardino, CA 92405
JOB NO. 98-114 DATE: MARCH 1998

EXHIBIT "A"

(PARCEL B)

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 30, AND A PORTION OF THE NW 1/4 SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30 (S 1/4 CORNER SEC. 30), THENCE SOUTH $84^{\circ}51'25''$ WEST, A DISTANCE OF 16.42 FEET ALONG THE NORTH LINE OF TRACT 7140 M.B. 91/25-30 TO THE TRUE POINT OF BEGINNING; THENCE NORTH $0^{\circ}04'13''$ WEST, A DISTANCE OF 216.81 FEET TO THE NORTHWESTERLY CORNER OF O. R. 7591/202; THENCE NORTH $51^{\circ}02'12''$ WEST, A DISTANCE OF 531.58 FEET; THENCE SOUTH $65^{\circ}22'57''$ WEST, A DISTANCE OF 430.00 FEET, TO THE EASTERLY RIGHT OF WAY OF STATE HIGHWAY #18 (100 FEET WIDE); THENCE SOUTH $24^{\circ}57'25''$ EAST, A DISTANCE OF 305.00 FEET, ALONG SAID RIGHT OF WAY TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 356.11 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $20^{\circ}54'03''$, AN ARC DISTANCE OF 128.55 FEET TO THE NORTH LINE OF TRACT 7140 PER RS 91/87; THENCE NORTH $84^{\circ}51'25''$ EAST, A DISTANCE OF 224.26 FEET ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.
(CONTAINS 1.41 ACRES GROSS)

SEE EXHIBIT B



PREPARED BY

10/17/99 Paul Christopher Ebe
DATE: Paul Christopher Ebe
LS 6280

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(800) 888-1811 FAX (809) 833-1297
3272 N. "E" ST. AA, San Bernardino, CA 92408
JOB NO. 96-114 DATE: MARCH 1998

EXHIBIT "A"

(PARCEL C)

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30 (S1/4 CORNER SECTION 30); THENCE $R27^{\circ}34'00''E$ ($N84^{\circ}56'00''E$) ALONG THE NORTH LINE OF TRACT 7140, A DISTANCE OF 70.52 FEET (AS PER O.R. 4966/566); THENCE $N87^{\circ}25'26''E$ (NORTH $57^{\circ}46'00''E$ EAST), A DISTANCE OF 103.00; THENCE $N42^{\circ}33'38''E$ (NORTH $42^{\circ}51'20''E$ EAST), A DISTANCE OF 105.57 FEET (1081.21) TO A 1" IRON ROD FOR THE SOUTHEASTLY CORNER OF O.R. 1659/410, BEING THE TRUE POINT OF BEGINNING; THENCE NORTH $54^{\circ}01'55''E$ ($N83^{\circ}54'15''E$), A DISTANCE OF 155.00 FEET; THENCE NORTH $14^{\circ}30'32''E$ ($N14^{\circ}28'N$) A DISTANCE OF 59.52 FEET; THENCE NORTH $1^{\circ}04'02''E$ ($N1^{\circ}06'48''E$), A DISTANCE OF 132.82 FEET; THENCE NORTH $1^{\circ}46'48''E$ ($N1^{\circ}44'30''E$), A DISTANCE OF 247.18 FEET; THENCE NORTH $9^{\circ}27'27''E$ ($N9^{\circ}29'48''E$) A DISTANCE OF 217.41 FEET; THENCE NORTH $16^{\circ}14'42''E$ ($N16^{\circ}17''E$), A DISTANCE OF 100.21 FEET; THENCE SOUTH $50^{\circ}09'53''E$ ($N80^{\circ}07'15''E$), A DISTANCE OF 152.71 FEET; THENCE SOUTH $48^{\circ}32'48''E$ ($S48^{\circ}30'30''E$) A DISTANCE OF 101.62 FEET; THENCE SOUTH $14^{\circ}16'25''E$ ($S14^{\circ}14'18''E$), A DISTANCE OF 145.84 FEET; THENCE SOUTH $44^{\circ}00'10''E$ ($S43^{\circ}58'N$), A DISTANCE OF 227.48 FEET; THENCE SOUTH $26^{\circ}57'43''E$ ($S26^{\circ}55'25''E$) A DISTANCE OF 706.01 FEET; THENCE SOUTH $40^{\circ}33'46''E$ ($S40^{\circ}31'30''E$), A DISTANCE OF 44.95 FEET; THENCE SOUTH $26^{\circ}15'33''E$ ($S26^{\circ}13'15''E$), A DISTANCE OF 119.01 FEET; THENCE SOUTH $46^{\circ}55'16''E$ ($S46^{\circ}53'N$) A DISTANCE OF 193.32 FEET; THENCE SOUTH $48^{\circ}47'18''E$ ($S48^{\circ}45'N$), A DISTANCE OF 43.25 FEET; THENCE NORTH $65^{\circ}23'42''E$ ($N65^{\circ}25'N$), A DISTANCE OF 285.25 FEET; THENCE SOUTH $54^{\circ}32'12''E$ ($S54^{\circ}30'N$) A DISTANCE OF 1054.55 FEET MORE OR LESS TO THE EAST LINE OF BOY. LOT 4, AS SHOWN ON R.S. 91/87 THENCE SOUTH $1^{\circ}05'55''E$ ALONG THE EAST LINE OF BOY. LOT 4, A DISTANCE OF 74.64 FEET MORE OR LESS TO THE NORTH LINE OF HWY 10; THENCE SOUTH $47^{\circ}58'05''E$ EAST ALONG THE NORTH LINE OF HWY 15 (100' R/W), A DISTANCE OF 154.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 550.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A DELTA OF $25^{\circ}15'42''$, AN ARC DISTANCE OF 223.50 FEET; THENCE SOUTH $24^{\circ}31'23''E$ EAST, A DISTANCE OF 415.65 FEET; THENCE NORTH $26^{\circ}21'20''E$ EAST, A DISTANCE OF 742.34 FEET; THENCE NORTH $54^{\circ}30'17''E$ EAST, A DISTANCE OF 202.86 FEET; THENCE NORTH $75^{\circ}44'17''E$ EAST, A DISTANCE OF 260.45 FEET; THENCE NORTH $64^{\circ}48'14''E$ EAST, A DISTANCE OF 173.42 FEET; THENCE SOUTH $84^{\circ}41'19''E$ EAST, A DISTANCE OF 170.96 FEET; THENCE SOUTH $65^{\circ}21'29''E$ EAST, A DISTANCE OF 103.95 FEET; THENCE SOUTH $63^{\circ}10'14''E$ EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH $67^{\circ}14'21''E$ EAST, A DISTANCE OF 565.10 FEET TO THE TRUE POINT OF BEGINNING. (CONTAINS 38.56 ACRES GROSS)

(* DENOTES RECORD DATA PER INST. 4966/566)

SEE EXHIBIT "B"



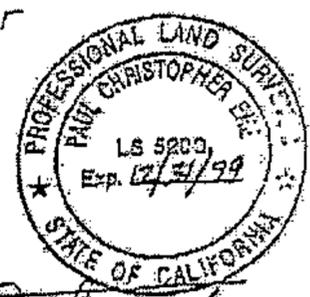
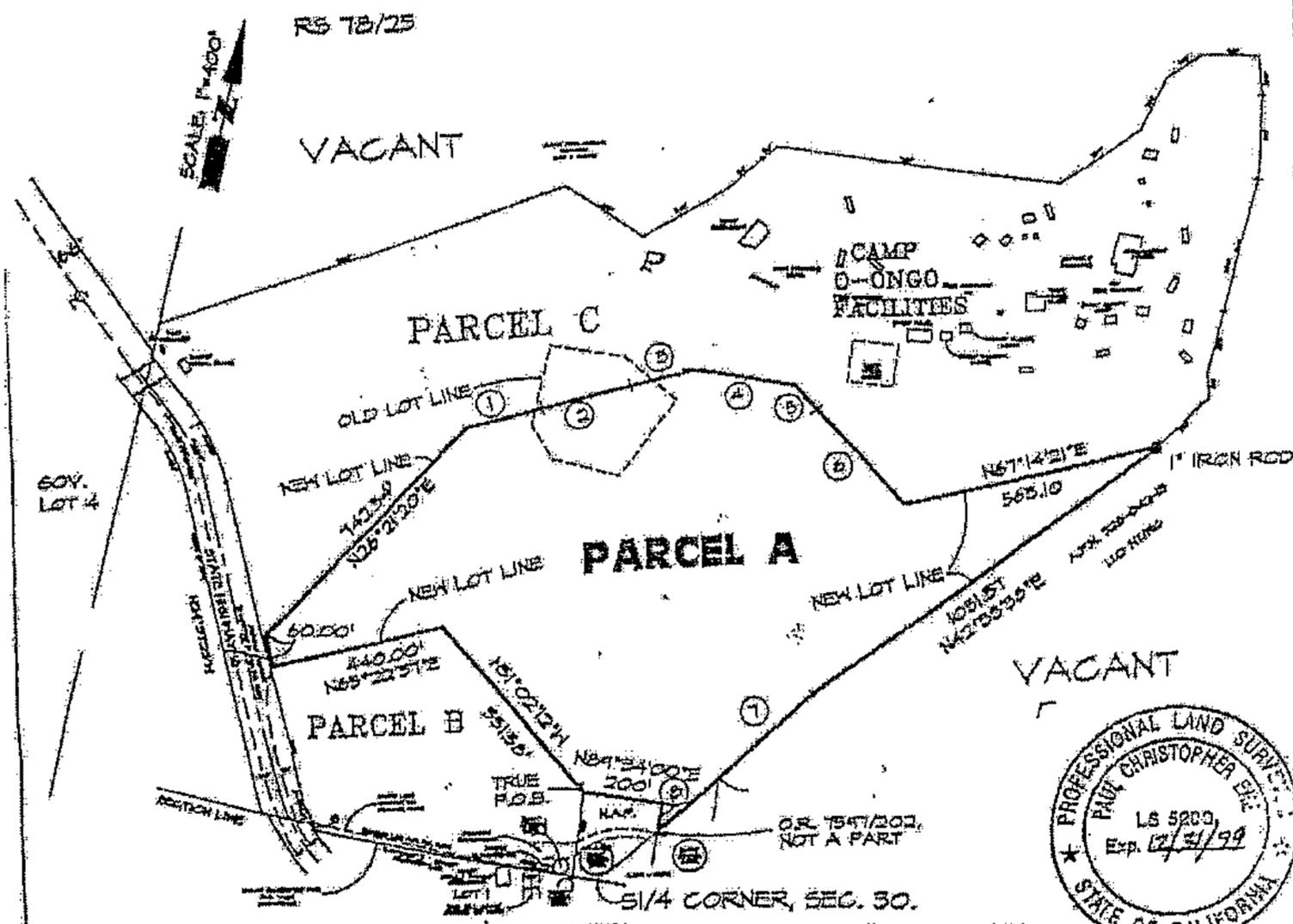
PREPARED BY
10/17/99
DATE
Paul Christopher Ebe
PAUL CHRISTOPHER EBE
LS. 6280



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(909) 888-1811 FAX (909) 883-1297
3272 N. "E" ST. #A, San Bernardino, CA 92406
JOB NO. 96-114 DATE: SEPT. 1998

EXHIBIT "B"

(PARCEL A)



PREPARED BY

10/17/99 *Paul Christopher*
 DATE *Paul Christopher E.E.C.*
 PAUL CHRISTOPHER E.E.C.
 LS. 5203

COURSE	BEARING	DISTANCE
①	N54°30'17"E	202.86
②	N73°44'17"E	260.65
③	N69°45'14"E	173.42
④	N8°41'19"W	170.96
⑤	N65°21'29"W	108.96
⑥	N65°10'14"W	400.00
⑦	N57°25'26"E	518.46
⑧	N0°21'55"W	71.80

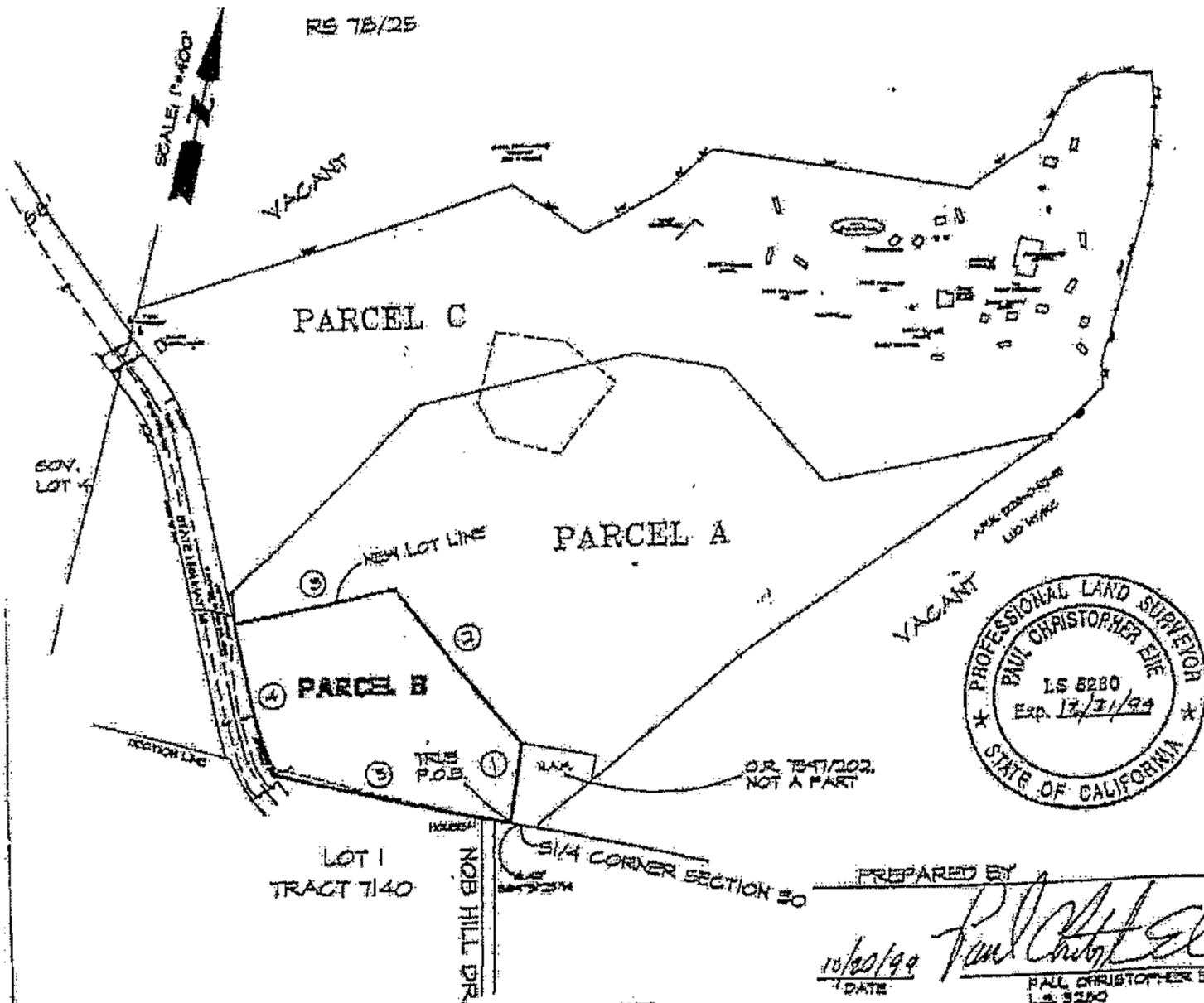
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(808) 858-1811 FAX (808) 853-1287
 3272 N. 7th St. #A, San Bernardino, CA 92408
 JOB NO. 96-114 DATE: MARCH 1998

EXHIBIT "B"

(PARCEL B)



PREPARED BY
Paul Christopher Eie
 10/20/99
 DATE
 PAUL CHRISTOPHER EIE
 LS 5280

COURSE	BEARINGS	DISTANCE
①	N0° 04'15"W	216.21
②	N51° 02'12"W	551.58
③	N65° 22'57"E	440.00
④	S24° 37'25"E	305.00
⑤	N09° 51'25"E	629.26

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 (909) 885-1811 FAX (909) 883-1297
 3272 N. T. ST. #A, San Bernardino, CA 92405
 JOB NO. 96-114 DATE: MARCH 1998

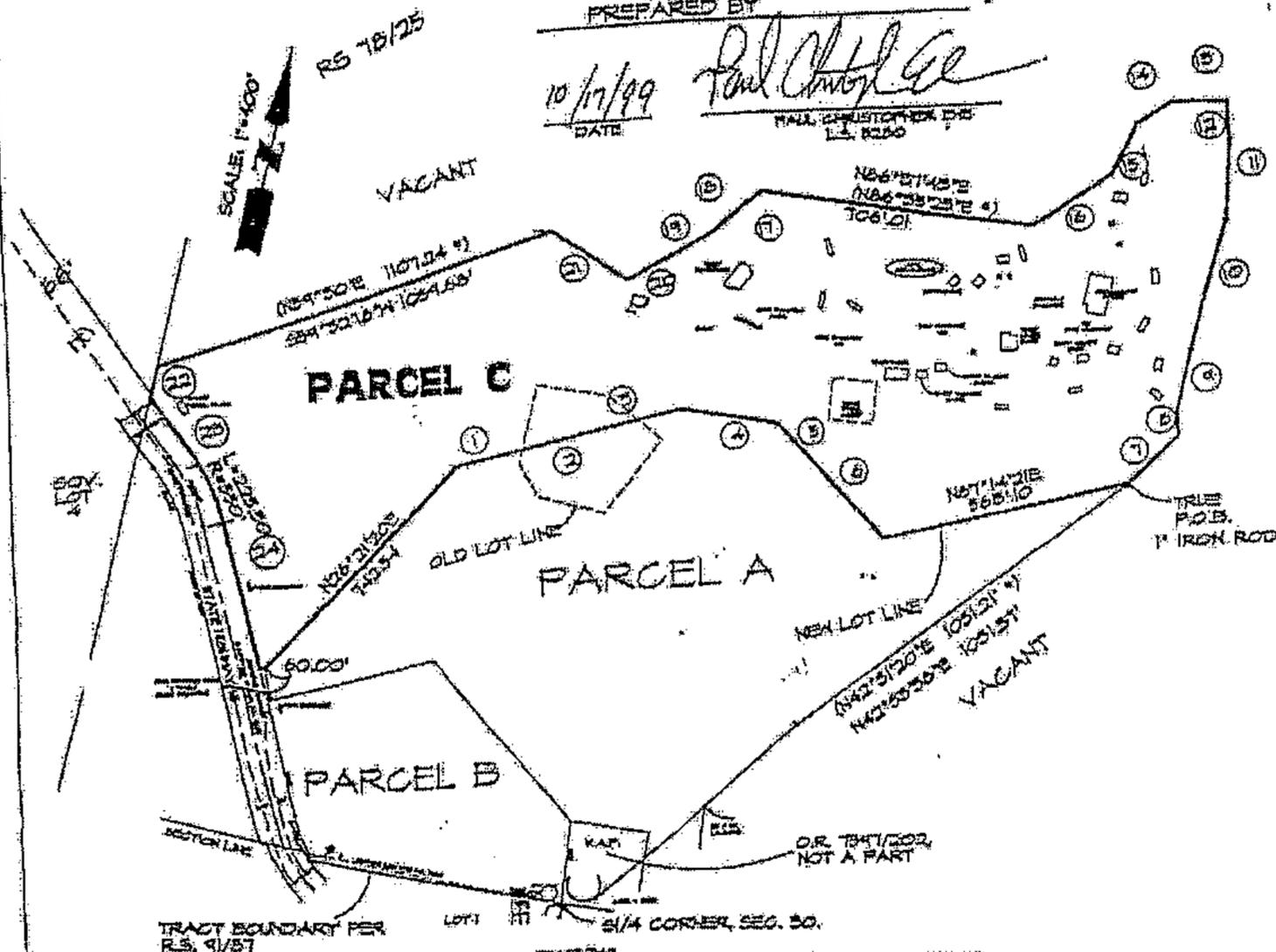
EXHIBIT "B"



(PARCEL C)

PREPARED BY

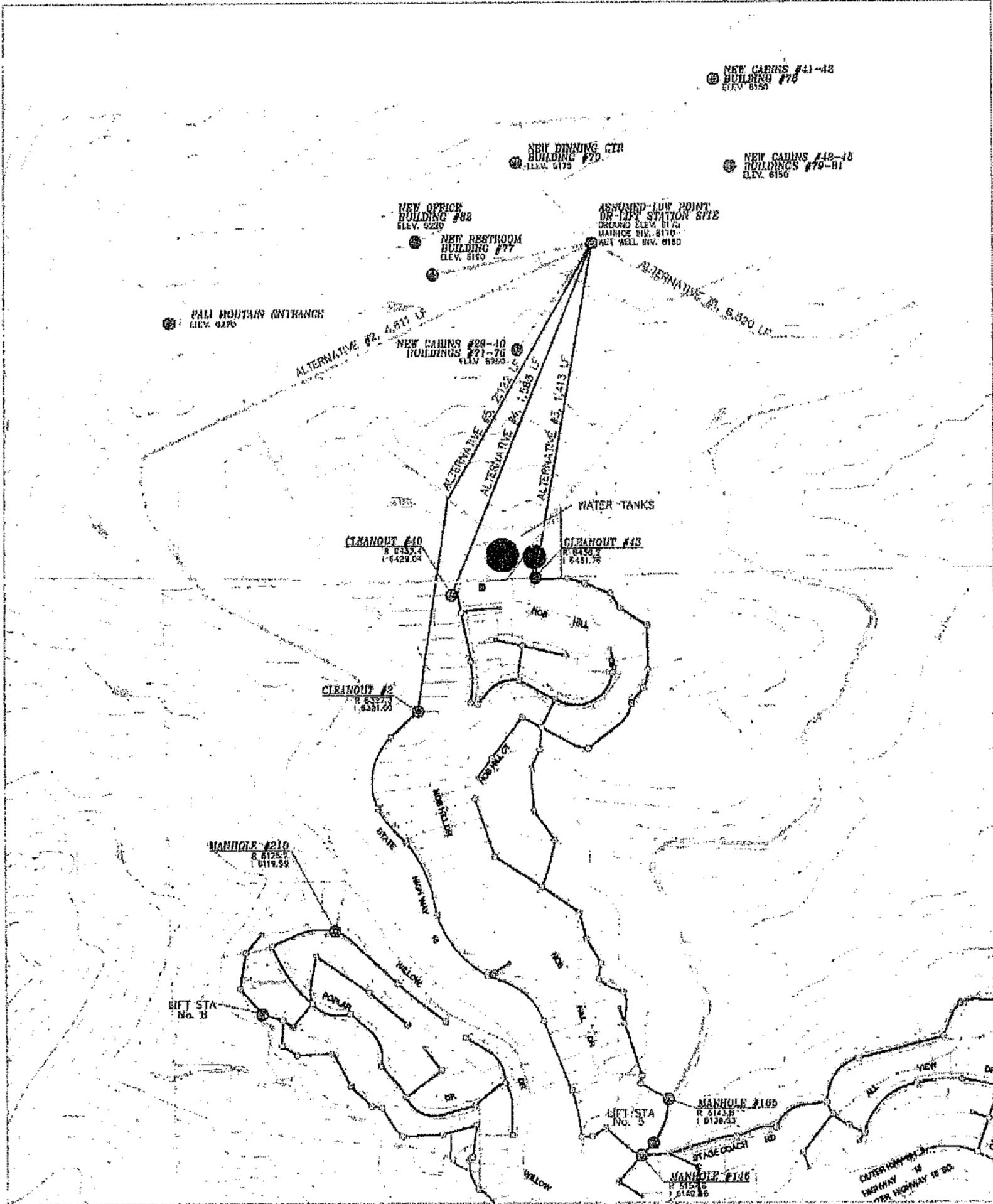
10/17/99 *Paul Christopher Ebe*
 DATE SURVEYOR
 L.L. 8020



COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	N54°50'17"E	322.06	19	N56°15'23"E	191.01
2	N73°44'17"E	260.65	18	S48°22'18"W	182.53
3	N64°58'14"E	175.42	20	S48°47'10"W	48.55
4	N54°41'11"W	70.78	21	N63°22'42"W	258.28
5	N63°21'20"W	125.16	22	N1°02'57"E	74.64
6	N63°10'14"W	400.00	23	N47°52'10"E	154.08
7	N54°01'53"E	189.00	24	N24°21'22"W	45.65
8	S44°50'27"E	64.32			
9	N1°02'03"E	83.93			
10	N1°46'46"E	347.14			
11	N1°27'17"W	217.41			
12	S16°14'02"E	109.21			
13	N02°04'22"E	123.77			
14	N43°23'46"E	101.82			
15	N44°16'05"E	142.64			
16	N44°00'18"E	227.40			
17	N40°23'46"E	44.18			

* DENOTES RECORD DATA PER DIST. 61466/5661

ENVIRONMENTAL HIGHTECH ENGINEERING
 • LAND SURVEYING
 • LAND PLANNING
 • CIVIL ENGINEERING
 (809) 886-1811 FAX (809) 881-1297
 3272 N. T. St. #A, San Bernardino, CA 92405
 JOB NO. 16-114 DATE: SEPT. 1999



LEGEND

- | | | | | | |
|---|---------------------------|---|---------------------------|---|-----------------------------|
| — | EXIST. SEWER GRAVITY MAIN | — | EXIST. SEWER FORCE MAIN | — | PROPOSED SEWER GRAVITY LINE |
| — | PROPOSED SEWER FORCE LINE | — | PROPERTY LINE/STREET LINE | ● | SITE BOUNDARY |
| ● | HIGHLIGHTED POINT | ○ | MANHOLE, CLEAN OUT | ● | WATER TANK |

FIGURE 1. PALI MOUNTAIN SEWER CONNECTION ALTERNATIVES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

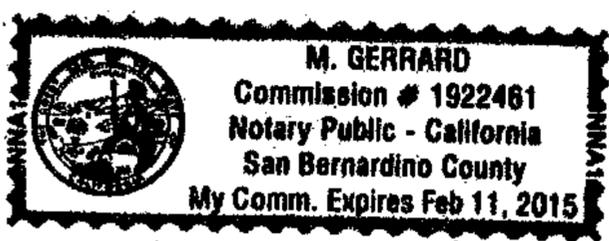
State of California

County of San Bernardino }

On 23 April 2013 before me, M. GERRARD, Notary Public

personally appeared Andrew Wexler

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 M. Gerrard
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for the Provision of Outside Sewer Service

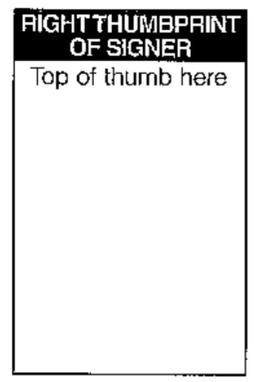
Document Date: 23 April 2013 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Andrew Wexler

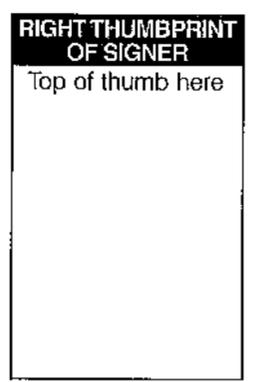
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: O-ingo, Inc.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

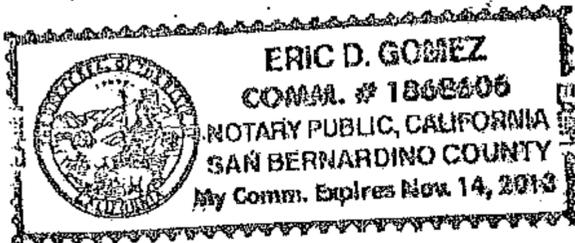
State of California

County of San Bernardino

On 4-24-13 before me, Eric D. Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ryan Gross
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.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement For the Provision of Outside Sewer Service to O-Digo Inc. - 1 pgs. mth.

Document Date: 4-24-13 Number of Pages: _____

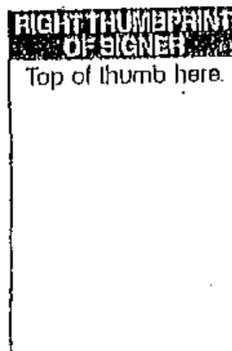
Signer(s) Other Than Named Above: Andrew Wexler

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ryan Gross

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

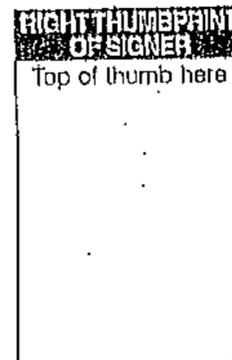
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



RESOLUTION 14-05

LAFCO SC # 375

**RESOLUTION OF THE BOARD OF DIRECTORS OF
RUNNING SPRINGS WATER DISTRICT ESTABLISHING
POLICIES WITH RESPECT TO SEWER SERVICE AND
WATER SERVICE TO AREAS OUTSIDE THE DISTRICT**

WHEREAS, there are areas outside but adjacent to the boundaries of the Running Springs Water District, which may request sewer or water service from the District, but it is neither practicable nor in the best interest of the District to annex such areas to the District for purposes of providing such service; and

WHEREAS, the District's Board of Directors desires to establish policies whereby the District will provide sewer and/or water service to such areas;

NOW, THEREFORE, IT IS HEREBY RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Running Springs Water District as follows:

1. **Definitions.** As used herein, the following terms shall have the meaning hereinafter ascribed to them:

1.1 "Outside User" - An applicant for sewer or water service from the District for an area outside but adjacent to the boundaries of the District, or a person, firm, corporation or organization owning such an area and receiving sewer or water service from the District.

1.2 "District" - The Running Springs Water District.

1.3 "Equivalent Fixture Unit" - An equivalent fixture unit, public use, as defined in the Uniform Plumbing Code.

1.4 "Unit of Service" - A single family dwelling unit, including a residence, a duplex unit, an apartment unit, a motel living unit and a mobile home. For users having multiple plumbing fixtures, such as camps, hotels, motels and mobile home or travel trailer parks, a unit of service is twenty (20) equivalent fixture units or any part thereof.

1.5 "On-Site Collection System" - The system installed or located upon property outside but adjacent to the District's boundaries which will be connected to the District's sewer system and will collect sewage and wastewater from buildings and facilities located upon such property and deliver same to the District's sewer system.

1.6 "On-Site Distribution System" - The water system located upon or to be constructed upon property outside but adjacent to the District's boundaries which will be connected to the District's water system and will distribute water therefrom to buildings and facilities located upon such property.

2. Annexation. Upon receipt of a written request to provide water or sewer service to an area adjacent to but outside the District's boundaries, the Board of Directors may determine whether it is practicable and in the best interests of the District to require that such area be annexed to the District as a condition to receiving water or sewer service from the District. If the Board of Directors determines that such area should be annexed, the District shall not provide either water or sewer service to such area until such annexation is accomplished except on a provisional basis pending completion of annexation proceedings. However, if the Board of Directors finds that it is not practicable or in the best interests of the District that such area be annexed to the District but that such area should nevertheless be served by the District, such water or sewer service may be provided to such area by the District upon the terms and conditions hereinafter contained.

3. Sewer Service. The District may provide sewer to areas outside but adjacent to the District's boundaries on the terms and conditions contained in this Part 3.

3.1 Excess Capacity. The District shall not provide sewer service to areas outside but adjacent to the boundaries of the District unless there is sufficient excess capacity in its sewer system to provide such service without jeopardizing the District's ability to provide adequate service to users within the District.

3.2 On-site Collection System. The Outside User shall at the User's own cost install a sewer system, which at a minimum, meets San Bernardino County Building Department requirements for collection of sewage and wastewater from all buildings and facilities to be served (hereinafter "on-site collection system") and shall connect the same to the District's sewer system all in accordance with the applicable rules and regulations of the District. The on-site collection system shall be connected to the District's sewer system at such location or locations as may be designated by the District. The on-site collection system shall not be connected to the District's sewer system until authorized by the District, and the actual connection shall be under the supervision of authorized District personnel.

3.3 Easements. The Outside User shall at the User's own cost and expense obtain all easements necessary across real property belonging to other parties to connect the on-site collection system to the District's sewer system. All such easements shall be ten (10) feet in width, shall name the District as an additional grantee and shall grant to the District the right of ingress and egress for purposes of inspecting the sewer pipeline and other facilities to be installed therein. The instruments granting all such easements must be submitted to the District and approved by the District's legal counsel.

3.4 Service Unit Inventory. Prior to the connection of the on-site collection system to the District's sewer system, the District will conduct an inspection of the Outside User's plumbing system to determine the number of units of service which will be assigned by the District to the Outside User for the purpose of establishing the Sewer Connection Fee. The District's determination of the number of units of service for multiple plumbing fixtures to be assigned to the Outside User shall be based on the equivalent fixture unit, public use, of the Drainage Fixture Unit tables contained in the current Uniform Plumbing Code. With the exception of the uses for which units of service are prescribed in the following schedule, an Outside User will be assigned a unit of service for each increment of twenty (20) equivalent fixture units or any part thereof. For the uses mentioned in the following schedule, units of service will be assigned according thereto:

<u>USE</u>	<u>UNITS OF SERVICE</u>
Single Family Residential	1.0 each
Multiple Family Residential (Includes apartments)	1.0 per living unit
Motels	1.0 per three sleeping units or a portion thereof
Professional Building	1.0 each/20 fixture units
Public Schools	1 per each 100 students based on ADA
Trailer or mobile home parks (Camping areas)	
(a) Separate community bathroom or recreational facilities	3.0 for each four trailer spaces or portion thereof
(b) Separate sewer hookup for each mobile home or trailer	1.0 for each space

3.5 Fees - Charges. The Outside User shall pay to the District the following fees and charges:

3.5.1 Sewer Connection Fee. Prior to connecting the on-site collection system to the District's sewer system, the Outside User shall pay to the District the District's then prevailing connection fee.

3.5.2 Monthly Service Charge. The Outside User shall pay to the District the District's prevailing monthly service charge plus an additional \$2.00 monthly charge for each unit of service assigned by the District to the Outside User as a result of the unit of service inventory.

3.5.3 Annual In-Lieu-of-Taxes Charge. The Outside User shall pay to the District during each fiscal year (July 1 through June 30) an in-lieu-of-taxes charge. The in-lieu-of-taxes charge is determined by the District's current total property value, current property taxes allocated by the County of San Bernardino, historic percentage of District department tax allocation and the full property value of each unit served. By dividing the total County tax allocation by the District's full land value, the ratio of tax dollars to land value can be determined. The property value of the units served is then multiplied by the tax dollar ratio to arrive at the total in-lieu-of-taxes. The total in-lieu-of-taxes is multiplied by 1/3 (33% being the historic department tax allocation) to determine the sewer in-lieu-of taxes.* Unless an annual payment is arranged as provided in Subpart 3.5.4, the in-lieu-of-taxes charge thus determined shall be paid by the Outside User in twelve (12) equal installments as provided in said Subpart 3.5.4. If an Outside User's on-site collection system is connected to the District's sewer system during a fiscal year, the Outside User's in-lieu-of taxes charge for such fiscal year shall be determined and paid in this same manner but the Outside User shall only pay a proportionate part of the total based on the number of months during the fiscal year the Outside User's on-site collection system is connected to the District's sewer system.

*County tax allocation ÷ District's full property value x service area land value x 33% being the historic department tax allocation = in-lieu-of-tax charge.

Example: \$305,451 ÷ \$455,139,214 = .00067 X \$1,200,219 = \$805
 \$805 x .33 = \$266 in lieu-of-tax charge for sewer service

3.5.4 Billings - Payments. The District will bill the Outside User for the monthly installments of the in-lieu-of-taxes charge and for the monthly service charge prior to the 10th day of each month. All such billings shall be due and payable immediately upon receipt and shall become delinquent thirty (30) days after mailing. The Outside User may by prior arrangement with the District pay either or both of the in-lieu-of-taxes charge or the service charge on an annual basis. In the event that a delinquent bill is not satisfied within sixty (60) days after mailing, the District may discontinue sewer service to the Outside User's property and may impose a lien upon real property to the extent authorized by law. Prior to discontinuing service to the Outside User's property, the District will give the Outside User notice of its intent to discontinue service by certified mail addressed to the Outside Users principal place of business. If the Outside User does not pay the delinquency in full within seven (7) days after the mailing of such notice, the District may disconnect the Outside User's on-site collection system from the District's sewer system, and will not reconnect the same until the Outside User's delinquent amount, together with the District's cost in making such disconnection and

reconnection, is paid in full.

3.6 Contract. Prior to connecting the on-site collection system to the District's sewer system, the Outside User shall execute the District's standard form agreement for sewer service to areas outside the District.

3.7 Increased Use. If the Outside User constructs or installs additional buildings or facilities on its property which will be connected to and served by the on-site collection system, or any extension thereof, the Outside User shall notify the District of such construction prior to the time of the connection of such additional buildings or facilities to the on-site collections system, and the District will conduct an inspection of such additional buildings or facilities and determine the number of additional units of service to be assigned to the Outside User. Upon the connection of such buildings or facilities to the on-site collection system, the Outside User's in-lieu-of-taxes charge for the balance of the fiscal year shall be increased to reflect the additional units of service assigned to the Outside User, and the Outside User shall commence paying additional service charge for said additional units of service.

3.8 Decreased Use. If the Outside User permanently discontinues the use of plumbing fixtures and disconnects them from the on-site collection system, for reasons other than seasonal lack of use, the Outside User may make application to the District for a decrease in the number of units of service assigned by the District to the Outside User, and if the District determines that the Outside User has in fact permanently discontinued the use of such plumbing fixtures, and that the number of such plumbing fixtures is sufficient to warrant a decrease in the number of units of service assigned to the Outside User, and the Outside User's in-lieu-of-taxes charge shall be decreased accordingly for the balance of the fiscal year.

4. Water Service. The District may provide water service to areas outside but adjacent to the District's boundaries upon the terms and conditions contained in this Part 4.

4.1 Surplus Water-Consent of Wholesaler. The District will not provide water service to areas outside but adjacent to the boundaries of the District unless the District has surplus water as provided in Water Code §31023. The District will obtain the written consent of the Crestline-Lake Arrowhead Water Agency before providing such service.

4.2 On-Site Distribution System. The Outside User shall at the User's own cost install an adequate water distribution system which meets the requirements of the State and County Departments of Public Health for distribution of water to all buildings and facilities to be served with water for domestic use. If there is an existing water distribution system on the Outside User's property, the Outside User shall furnish the District with proof that such distribution system meets the requirements of the State and County Departments of Public Health. (The distribution system to be constructed or which is located upon the Outside User's property is hereinafter referred to as the "on-site distribution system.") The on-site distribution system shall be connected to the District's water system in accordance with the District's rules

and regulations and at such location or locations as may be designated by the District. The connection or connections of the on-site distribution system to the District's water system shall be made by District personnel at the sole expense of the Outside User, and the metering structure and backflow device included in any such connection shall become the property of the District and be maintained by the District. Provided, however, that if any such metering structure or backflow device is damaged by persons other than District personnel, the Outside User shall pay to the District the cost of repairing or replacing such damaged facilities.

4.3 Easements. The Outside User shall at the User's own cost and expense obtain all easements necessary across real property belonging to other parties to connect the on-site distribution system to the District's water system. All such easements shall be a minimum of ten (10) feet in width, shall name the District as an additional grantee and shall grant to the District the right of ingress and egress for purposes of inspecting the water pipeline and other facilities to be installed therein. The instruments granting all such easements must be submitted to the District and approved by the District's legal counsel.

4.4 Service Unit Inventory. Prior to the connection of the on-site distribution system to the District's water system, the District will conduct an inspection of the Outside User's plumbing system to determine the number of units of service which will be assigned by the District to the Outside User to determine the District's Water Development Charge. The District's determination of the number of units of service for multiple plumbing fixtures to be assigned to the Outside User will be based on the equivalent fixture unit, public use, of the Water Supply Fixture Unit tables contained in the current Uniform Plumbing Code. With the exception of the uses for which units of service are prescribed in the following schedule, an Outside User will be assigned a unit of service for each increment of twenty (20) equivalent fixture units or any part thereof. For the uses mentioned in the following schedule, units of service will be assigned according thereto:

<u>USE</u>	<u>UNITS OF SERVICE</u>
Single Family Residential	1.0 each
Multiple Family Residential (Includes apartments)	1.0 per living unit
Motels	1.0 per three sleeping units or portion thereof
Professional Building	1.0 each/20 fixture units
Public Schools	1 per each 100 students based on ADA
Trailer or mobile home parks (camping areas)	

- | | | |
|-----|--|---|
| (a) | Separate Community bathroom or recreational facilities | 3.0 for each four trailer spaces or portion thereof |
| (b) | Separate sewer hookup for each mobile home or trailer | 1.0 for each space |

4.5 Fees - Charges. The Outside User shall pay to the District the following fees and charges:

4.5.1 Meter Installation Fee. Prior to the connection of the on-site water system to the District's water distribution system, the Outside User shall pay to the District the District's then prevailing meter installation fee for each connection to the District's water system.

4.5.2 Water Development Charge. Prior to the connection of the on-site water system to the District's water distribution system, the Outside User shall pay to the District the District's then prevailing Water Development Charge.

4.5.3 Service Charge. The Outside User shall pay the District's prevailing minimum monthly water service charge (based on meter size) for each unit of service connected to the District's system. The Outside User shall also pay to the District for each cubic foot of water used by the Outside User the District's then current per cubic foot water rate plus an additional \$.005 per cubic foot. If the District is unable to determine the total cubic feet of water used by the Outside User during any billing period because one or more of the Outside User's meters are damaged or defective, the District will estimate the total cubic feet of water used by the Outside User during said billing period and the Outside User shall pay the District based on such estimate.

4.5.4 Annual In-Lieu-of-Taxes Charge. The Outside User shall pay to the District during each fiscal year (July 1 through June 30) an annual in-lieu-of-taxes charge. The in-lieu-of-taxes charge is determined by the District's current total property value, current property taxes allocated by the County of San Bernardino, historic percentage of District department tax allocation, and the full property value of each unit served. By dividing the total County tax allocation by the District's full land value, the ratio of tax dollars to land value can be determined. The property value of the units served is then multiplied by the tax dollar ratio to arrive at the total in-lieu-of-taxes. The total in-lieu-of-taxes is multiplied by 1/3 (33% being the historic department tax allocation) to determine the water service in-lieu-of-taxes.* Unless an annual payment is arranged as provided by Subpart 4.5.5, the in-lieu-of-taxes charge thus determined shall be paid by the Outside User in twelve (12) equal installments as provided in said Subpart 4.5.5. If an Outside User's on-site distribution system is connected to the District's water system during a fiscal year, the Outside User's in-lieu-of-taxes charge for such fiscal year shall be determined and paid in the same manner but the Outside User shall only pay a

proportionate part of the total based on the number of months during the fiscal year the Outside User's on-site distribution system is connected to the District's water system.

*County tax allocation ÷ District's full property value x service area land value x 33% being the historic department tax allocation = in-lieu-of-tax charge.

Example: \$305,451 ÷ \$455,139.214 = .00067 x \$1,200,219 = \$805
 \$805 X .33 = \$266 in-lieu-of-tax charge for water service

4.5.5 Billings/Payments. The District will bill the Outside User for the monthly installments of the in-lieu-of-taxes charge and for the monthly service prior to the 10th day of each month. All such billings shall be due and payable immediately upon receipt and shall become delinquent thirty (30) days after mailing. The Outside User may by prior arrangement with the District pay either or both of the in-lieu-of-taxes charge or the service charge on an annual basis. In the event that a delinquent bill is not satisfied within sixty (60) days after mailing, the District may discontinue water service to the Outside User's property and may impose a lien on real property to the extent authorized by law. Prior to discontinuing service to the Outside User's property, the District will give the Outside User notice of its intent to discontinue service by certified mail addressed to the Outside User's principal place of business. If the Outside User does not pay the delinquency in full within seven (7) days after the mailing of such notice, the District may disconnect the Outside User's on-site distribution system from the District's water system, and will not reconnect the same until the Outside User's delinquent account, together with the District's cost in making such disconnection and reconnection, is paid in full.

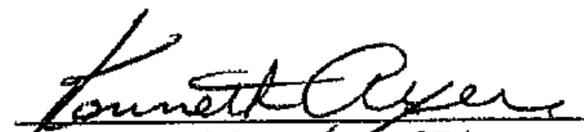
4.6 Contract. Prior to the connection of the on-site distribution system to the District's water system, the Outside User shall execute the District's standard form agreement for water service to areas outside the District.

4.7 Increased Use. If the Outside User constructs or installs additional buildings or facilities on its property which will be connected to and served by the on-site distribution system or any extension thereof, the Outside User shall notify the District of such construction prior to the time of the connection of such additional buildings or facilities to the on-site distribution system, and the District will conduct an inspection of such additional buildings or facilities and determine the number of additional units of service to be assigned to the outside User. Upon the connection of such buildings or facilities to the on-site distribution system, the Outside User's in-lieu-of-taxes charge for the balance of the fiscal year will be increased to reflect the additional units of service assigned to the Outside User.

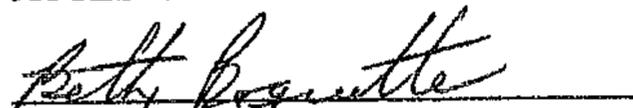
4.8 Decreased Use. If the Outside User permanently discontinues the use of plumbing fixtures and disconnects them from the on-site distribution system, for reasons other than seasonal lack of use, the Outside User may make application to the District for a decrease in the number of units of service assigned by the District to the Outside User, and if the District determines that the Outside User has in fact permanently discontinued the use of such plumbing fixtures, and that the number of such plumbing fixtures is sufficient to warrant a decrease in the number of units of service assigned to the Outside User, the District will decrease the number of units of service assigned to the Outside User, and the Outside User's in-lieu-of-taxes charge will be decreased accordingly for the balance of the fiscal year.

5. Repeal. Resolution No. 8-00, and all other resolutions or motions inconsistent herewith, are repealed.

ADOPTED THIS 21st day of September, 2005.


President of the Board of Directors
Running Springs Water District

ATTEST:


Secretary of the Board of Directors
Running Springs Water District