

WATER SERVICE REGULATIONS

FORMS

- [Form 4A](#) – Request for New Treated Water Service
- [Form 4B](#) – Request for Transfer of Domestic Water Service – Information Route Sheet
- [Form 4C](#) – Treated Water Service Request
- [Form 4D](#) – Application for Tank or Construction Water
- [Form 4E](#) – Non-Beneficial Use Inside the District
- [Form 4E](#) – Non-Beneficial Use Commercial Inside District
- [Form 4E](#) – Non-Beneficial Use Outside the District
- [Form 5A](#) – Raw Water Service – Information Route Sheet
- [Form 5B](#) – Application for Inside District Agriculture Irrigation Water Service
- [Form 5C](#) – Application for Continuous Agricultural Irrigation Water Service from
- [Form 5D](#) – Application for Intermittent Flow Agriculture Irrigation Water Service
- [Form 5E](#) – 2000 Outside District Surplus Raw Water Agreement
- [Form 5F](#) – Account/Outlet Box Deletion Request
- [Form 5G](#) – To Provide Water Service From a Private Conduit
- [Form 7A](#) – Turn On / Turn Off Request
- [Form 8A](#) – Application for Public Fire Hydrant
- [Form 8B](#) – Application for Private Fire Service
- [Form 8C](#) – Application for Raw Water Fire Service
- [Form 10A](#) – Conveyance Agreement, Master
- [Form 10B](#) – Variance Request
- [Form 10C](#) – Temporary Service Location (TSL) Application
- [Form 10D](#) – Agreement for Temporary Water Service and Contribution for
Future Treated Water Main Extension
- [Form 10E](#) – District Financed Waterline Extension (DFWLE) Program Application
- [Form 10F](#) – Funding Agreement (DFWLE)
- [Form 14A](#) – Encroachment Construction Authorization
- [Form 14B](#) – Encroachment Permit
- [Form 14C](#) – Dock Encroachment Permit Application

- [Form 14D](#) – Dock Encroachment Permit
- [Form 15](#) – Agreement Regarding Deferred Payment of Fees and Charges
- [Form 16](#) – Funding Agreement

NEVADA IRRIGATION DISTRICT

REQUEST FOR NEW TREATED WATER SERVICE

This is an information route sheet. It is not your application and no money will be accepted until the application is signed and returned to the office. This form is void 90 days from date of issue unless service application is processed during that period. Please complete the following information.

Date: _____

Owner's Name _____ Phone _____

Mailing Address _____

Contractor/Representative _____ Phone _____

Mailing Address _____

APPLICATION MUST BE SIGNED BY OWNER. Mail _____ Call when ready _____

Parcel Number _____

County: Nevada Placer

Subdivision _____

Lot: _____ Unit: _____

Property Address _____

Improvement District: _____

Service Size Requested: 5/8 Inch 3/4 Inch Other-specify _____
 Relocation Installed with Fire Service-Size _____

(PLEASE ATTACH FORM 8-B)

Type of Service Requested:

- a) Residential Number of units _____
- b) Commercial/Industrial Number of units _____
- c) Name of business _____
- d) Type of service _____
- e) Other-specify _____

Will there be material dangerous to health or toxic substances used on property? Yes No
If yes, type of substance(s) _____

Does an auxiliary water supply exist? Yes No

If yes, indicate type: Well Spring Ditch Other _____
Will you keep your auxiliary water supply? Yes No Which one? _____

How are property corners fronting the pipeline identified? _____

These corners must be clearly marked and visible from the street to insure correct placement of meter. Route sheet cannot be processed unless corners are identified.

If Commercial:

Will there be a multi-story building on property? Yes No

We certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until the Nevada Irrigation District has been notified. I understand that if changes are made which require a modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

Signature of Authorized Representative _____

Signature of Property Owner _____ Date _____

Note: Owner's signature required on route sheet. All information must be completed prior to processing.

Unless otherwise requested, all services will be installed at the on-rate.

FOR DISTRICT USE ONLY

CUSTOMER SERVICE DEPARTMENT

Is property fronted by a District Main? Yes No

If yes, system name _____

Size _____ Type _____

If no, has a variance been granted? Yes No

Date granted _____

County encroachment permit needed? Yes No

METER SIZE	_____
FACILITY NO	_____
ROUTE NO	_____
BOOK NO	_____
INFO BY	_____

Water pressure at District Service point (approximate psi) _____

(Determine actual psi in field if approximate psi is less than 25 psi)

Location of service point: Field checked Predetermined
 Field checked by _____ Date _____

OPERATIONS DEPARTMENT

Backflow prevention device needed? Yes No

Type of device _____ Size _____ Model _____

Reason _____
 By _____ Date _____

Is property covered under the Railroad Commission Policy? Yes No

RIGHT-OF-WAY DEPARTMENT

Will right of way be needed from water main to meter location? Yes No

If yes, remarks _____

Applicant notified of right-of-way problem? Yes No By: _____ Date: _____

CUSTOMER SERVICE DEPARTMENT

Connection fees \$ _____

Backflow Fee \$ _____

Standby fee/factor \$ _____

Other \$ _____

Fire Service Fees \$ _____

(standby factor) _____ to _____

Application mailed by _____

Standby account number _____

Reimbursement agreement Yes No

Improvement District _____

Inside District Yes No Tax Area Code _____

TOTAL COSTS DUE \$ _____

Date _____

MAINTENANCE DEPARTMENT

Size _____ Meter Serial # _____ Backflow Device # _____

METER CORP. STOP ON OFF

Installed by _____ Date _____ Meter reading _____

When service is installed, return to: 1) Operations 2) Customer Service

NEVADA IRRIGATION DISTRICT

REQUEST FOR TRANSFER OF DOMESTIC WATER SERVICE
INFORMATION ROUTE SHEET

DATE: April 12, 2018
NAME (Owner):
MAILING ADDRESS:
ACCOUNT NUMBER:
PARCEL NO.:
PHONE:
METER SIZE: 5/8
SUBDIVISION LOT UNIT

PROPERTY GENERAL LOCATION - Street Address
EXISTING BACKFLOW PREVENTION DEVICE YES NO
SERVICE ON "OFF RATE" - Signed application & route sheet still required.

PLEASE VERIFY, AND CORRECT IF NECESSARY, THE ABOVE INFORMATION

PLEASE FILL IN THE FOLLOWING INFORMATION:

TYPE OF SERVICE: (a) Residential Number of Units
(b) Commercial/Industrial Number of Units
(c) Other Specify

Will there be any chemicals, toxins or material dangerous to health used on the property?
YES NO If yes, type of chemicals

Will there be, or does an auxiliary water supply exist? YES NO
Well Spring Ditch Surface Other

Will there be any substance handled under pressure on the property? YES NO
If yes, explain (i.e.: pumped sewage, steam cleaner, hydromatic pump, etc)

If Commercial/Industrial: Type of business
Name of business
Is there a multi-story building on property? YES NO

The approximate P.S.I. at the service location is:

I acknowledge the above and certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until Nevada Irrigation District has been notified.

SIGNATURE OF OWNER/APPLICANT DATE

PLEASE SUBMIT WITH APPLICATION

NEVADA IRRIGATION DISTRICT

REQUEST FOR TRANSFER OF DOMESTIC WATER SERVICE
INFORMATION ROUTE SHEET

DATE: April 12, 2018
NAME (Owner): PHONE:
MAILING ADDRESS:
ACCOUNT METER SIZE: 5/8
NUMBER:
PARCEL
NO.: SUBDIVISION LOT UNIT

PROPERTY GENERAL LOCATION - Street Address
EXISTING BACKFLOW PREVENTION DEVICE YES NO
SERVICE ON "OFF RATE" - Signed application & route sheet still required.

PLEASE VERIFY, AND CORRECT IF NECESSARY, THE ABOVE INFORMATION

PLEASE FILL IN THE FOLLOWING INFORMATION:

TYPE OF SERVICE: (a) Residential Number of Units
(b) Commercial/Industrial Number of Units
(c) Other Specify

Will there be any chemicals, toxins or material dangerous to health used on the property?
YES NO If yes, type of chemicals

Will there be, or does an auxiliary water supply exist? YES NO
Well Spring Ditch Surface Other

Will there be any substance handled under pressure on the property? YES NO
If yes, explain (i.e.: pumped sewage, steam cleaner, hydromatic pump, etc)

If Commercial/Industrial: Type of business
Name of business
Is there a multi-story building on property? YES NO

It is understood that service provided under this application is in a high pressure water area. For your protection be sure an adequately sized pressure relief valve is installed on your service. For further information, check your local plumbing code. Approximate P.S.I.:

I acknowledge the above and certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until Nevada Irrigation District has been notified. I understand that if changes are made in the use of the property which require modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

SIGNATURE OF OWNER/APPLICANT DATE

PLEASE SUBMIT WITH APPLICATION

NEVADA IRRIGATION DISTRICT

REQUEST FOR TRANSFER OF DOMESTIC WATER SERVICE
INFORMATION ROUTE SHEET

DATE: April 12, 2018
NAME (Owner):
MAILING ADDRESS:
ACCOUNT NUMBER:
PARCEL NO.:
PHONE:
METER SIZE: 5/8
SUBDIVISION LOT UNIT

PROPERTY GENERAL LOCATION - Street Address
EXISTING BACKFLOW PREVENTION DEVICE YES NO
SERVICE ON "OFF RATE" - Signed application & route sheet still required.
PLEASE VERIFY, AND CORRECT IF NECESSARY, THE ABOVE INFORMATION

PLEASE FILL IN THE FOLLOWING INFORMATION:

TYPE OF SERVICE: (a) Residential Number of Units
(b) Commercial/Industrial Number of Units
(c) Other Specify

Will there be any chemicals, toxins or material dangerous to health used on the property?
YES NO If yes, type of chemicals

Will there be, or does an auxiliary water supply exist? YES NO
Well Spring Ditch Surface Other

Will there be any substance handled under pressure on the property? YES NO
If yes, explain (i.e.: pumped sewage, steam cleaner, hydromatic pump, etc)

If Commercial/Industrial: Type of business
Name of business
Is there a multi-story building on property? YES NO

It is understood that service provided under this application is in a low pressure water area and applicant is responsible to provide any increase in pressure, if required. Approximate P.S.I.:

I acknowledge the above and certify that the foregoing statements are true and correct and that no changes will be made in the use of the described property until Nevada Irrigation District has been notified. I understand that if changes are made in the use of the property which require modification of the service connection, the District has the right to discontinue service until the modification of the service connection has been made.

SIGNATURE OF OWNER/APPLICANT DATE

PLEASE SUBMIT WITH APPLICATION

NEVADA IRRIGATION DISTRICT

1036 W MAIN STREET
 GRASS VALLEY, CA 95945
 (530) 273-6185 FROM AUBURN 878-1857

ORIGINAL RETURN TO NID WITH REMITTANCE

CYCLE	ACCOUNT NUMBER

- | | | |
|---|---|------------------------|
| <input type="checkbox"/> NEW SERVICE | <input type="checkbox"/> METER RELOCATION | APPROXIMATE _____ #PSI |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> CHANGE OF SERVICE SIZE | SERVICE SIZE _____ |
| <input type="checkbox"/> TURN ON | | DCV/RP _____ |
| <input type="checkbox"/> NAME CHANGE ONLY | | |

THE APPLICANT REQUESTS DISTRICT TO SUPPLY TREATED WATER AS INDICATED DATE

CYCLE	ACCOUNT NUMBER	DATE

- | | | |
|---|---|--------------------|
| <input type="checkbox"/> NEW SERVICE | <input type="checkbox"/> TURN ON | PSI _____ |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> METER RELOCATION | SERVICE SIZE _____ |
| <input type="checkbox"/> CHANGE OF SERVICE AREA | | DCV/RP _____ |
| <input type="checkbox"/> OFF RATE | <input type="checkbox"/> NAME CHANGE ONLY | |
- PROPERTY OWNER _____
 ADDRESS _____

TO BE USED ON PROPERTY OWNED BY _____ EFFECTIVE DATE _____
 OWNER'S MAILING ADDRESS _____ FORMER CONSUMER: _____

DELIVERY FROM _____

LOT _____ UNIT _____ SUBDIVISION _____ ROUTE NUMBER _____

LOT _____ UNIT _____ SUBD. _____

DELIVERY FROM _____ PARCEL NUMBER _____
 SERVICE ADDRESS _____

PARCEL _____

Service of water to be in accordance with the conditions printed on the reverse of this application and with other rules and regulations of the District. Applicant agrees to pay for such services at the tolls and charges as established by the District from time to time and agrees to the conditions of this application. New service applications are void 90 days after issuance.

SERVICE ADDRESS _____

ROUTE NO _____ BOOK AND PAGE _____

NONCOMMERCIAL COMMERCIAL _____ BOOK AND PAGE _____

EFFECTIVE DATE _____

FORMER CONSUMER _____

Business Name _____ METER NUMBER _____

SERVICE CONNECTION FEE \$ _____
 DCV/RP FEE \$ _____
 OTHER _____

WATER RATE _____ OFF RATE OWNER'S SIGNATURE X _____

NONCOMMERCIAL COMMERCIAL

SERVICE CONNECTION FEE _____ APPLICANT SIGNATURE X _____
(COMMERCIAL ONLY)

DCV/RP FEE _____	NAME _____
SECURITY DEPOSIT FEE _____	MAILING ADDRESS _____
PAYMENT RECEIVED ON BILL _____	_____
OTHER _____	_____
TOTAL RECEIVED _____	NID BY: _____

CONDITIONS OF ACCEPTANCE OF WATER SERVICE

1. Application for water services is made on the reverse side hereof under and subject to the Regulations, and rates, tools, charges, and fees adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant and/or owner hereby grants the right to Nevada Irrigation District to install, maintain, control and regulate all meters, measuring devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for negligent, wasteful or other use of handling of water by the users thereof.
2. All valves and necessary fittings, including the meter and backflow prevention device, needed to serve the applicant water shall remain the property of Nevada Irrigation District.
3. The District expressly reserves the right to recapture, reuse, and resell all such water when it shall have passed from the premises of the applicant.
4. Water service is subject to shortages, fluctuation in flow, interruptions in service and pressure deficiencies, and anyone using such water assumes all such hazards and relieves the Nevada Irrigation District, its officers and employees, from liability or damages resulting therefrom. Applicant must provide all necessary Rights of Way and conduits to transport water from District's facility to applicant's land. Water delivered under this application shall not be used on property other than that covered by this application.
5. All charges for water service are a lien against the land, and if unpaid at the time specified for delivery of the assessment book to the collector, the amount of unpaid charges may be added to and become a part of the annual assessment levied upon the land upon which the water, for which the charges are unpaid, was used. Water Code Sec 25806.

ACCOUNT NUMBER _____

APPLICATION FOR TANK OR CONSTRUCTION WATER

AUTHORIZED BY: _____

TANK OR CONSTRUCTION WATER

ROUTE _____ ACCOUNT NUMBER _____

CANAL WATER TREATED WATER

AUTHORIZED BY: _____

COMPANY NAME/INDIVIDUAL _____

TELEPHONE NUMBER (____) _____

TO BE USED IN VICINITY OF: _____

TANK SIZE(S) _____

METER NO. _____

VEHICLE LICENSE NUMBER(S) _____

RECEIVED \$ _____

DATE _____

BY _____

CANAL WATER

TREATED WATER

NEVADA IRRIGATION DISTRICT

1036 W. Main Street, Grass Valley, CA 95945

TELEPHONE (916) 273-6185

AUBURN AREA 878-1857

ROUTE _____ SERVICE WORKER _____ DATE _____, 19 _____

DELIVERY TO BE MADE FROM _____

FOR YEAR 19____ ONLY - OR PERIOD

TO BE USED BY _____

COMPANY NAME/INDIVIDUAL _____

IN VICINITY OF _____ NEVADA COUNTY PLACER COUNTY

Service to be in accordance with rules and regulations of the District. Applicant agrees to pay for service at rates and charges as established by the District from time to time.

METER DEPOSIT FEE \$ _____ METER NUMBER _____ METER READING _____

APPLICATION CHARGE \$ _____ TANK SIZE/GALLONS _____

Meter readings or tank tally sheets shall be turned into the N.I.D. Main Office at the first of each month. Failure to submit tally sheets by the 10th of the month will result in a billing for twice the minimum monthly rate. The minimum monthly charge of \$ _____ or the monthly billing for water usage, whichever is greater, will be levied. The District will continue to bill until advised to close out the account. All accounts are closed at the end of the calendar year.

\$ _____ RECEIVED _____ BY _____

BILLING ADDRESS _____

SIGNATURE OF APPLICANT: _____

TELEPHONE NUMBER (____) _____

METER RETURN/TANK WATER CLOSE

METER AND WRENCH RETURNED _____ METER READING END _____
METER IN SERVICEABLE CONDITION YES NO IF NO, EXPLAIN DAMAGES _____

BY _____

FIRE HYDRANT AND DISTRICT FACILITIES IN SERVICEABLE CONDITION YES NO IF NO, EXPLAIN DAMAGES: _____

_____ CHECKED BY _____

CLOSE ACCOUNT NUMBER _____ EFFECTIVE DATE _____ BY _____

COST OF DAMAGES \$ _____ FINAL BILLING AMOUNT \$ _____

REFUNDED AMOUNT \$ _____ DATE _____ BY _____

COMPANY NAME/INDIVIDUAL _____

COMMENTS: _____

CONDITION OF ACCEPTANCE OF WATER SERVICE

1. Application for water is made on the reverse side, under and subject to the By-laws, Regulations, and rates of fees and charges adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right to the Nevada Irrigation District to install, maintain, control, and regulate all meters, measuring devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons of property occasioned through the exercise of such right, or for the negligent, wasteful or other use or handling of water by the users.
2. Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it under this application if such failure shall be caused by inevitable accident, Act of God, fire, strikes, riot, war, shortage in seasonal water supply or any other cause beyond the reasonable control of the District.
3. Applicant shall:
 - a. Provide all necessary facilities to conduct water from existing conduit of District to the applicant's point of use.
 - b. Be solely responsible for any damage caused by water delivered under this agreement.
 - c. Handle water supplied by this agreement so there shall be no waste.
4. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water right of District nor interfere with or obstruct the full, free and unobstructed use and disposition of water by District; and District shall have full control of the distribution of water through its canal system, and the right to establish and enforce such regulation as it may deem expedient; and the furnishing of water hereunder shall not give rise by user or otherwise to any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.
5. District reserves the right to cancel any tank water application if the drafting of water interferes with its operation.
6. Billing under this schedule shall not create a credit for future delivery of water.
7. Application will automatically be terminated at end of calendar year.

April 12, 2018

«FirstName» «LastName»
«Address1»
«CSZ»

Re: «acctnum»

Dear «Title» «LastName»:

In response to your request regarding the increase in consumption, we have calculated a leak adjustment in the amount of \$«credit_amt» for a «Num_of_months» month period, that may be applied to account number «acctnum» at «prop_addr».

The District's leak adjustment credit can only be granted once each five years. We will not be able to grant any further credits if another high billing should occur before the five-year period has passed.

If you decide to accept this adjustment, please sign and return the enclosed worksheet and we will apply a \$«credit_amt» credit to your account. This will leave a \$«Bal_after_adj» «Complete_sentence».

If you have any questions, please contact the undersigned.

Very truly yours,

Customer Service Administrator

Enclosure

**LEAK ADJUSTMENT
INSIDE (OUTSIDE) DISTRICT**

DATE

«FirstName» «LastName»
«Address1»
«CSZ»

Parcel Number: «apn»
Account Number: «acctnum»

Current Billing for period: \$«Curr_bill_amt»

	<u>HCF*</u>	<u>@</u>	<u>\$</u> _____.
Current Usage	«Current_Base_HCF»	Tier 1, 4EI/O	«curr_amt»
	«curr_usage»	Tier 2, 4EI/O	
Normal Usage (Prior year)	«Prev_Base_HCF»	Comparable Year	«prior_amt»
	«prior_usage»	Tier 1, 4EI/O	
		Tier 2, 4EI/O	
Excess Usage @ production rate	«diff_in_usage»	Production Rate	«diff_amt»
Leak Adjustment			\$ («credit_amt»)
Adjusted billing			\$ «adj_billing»

*HCF = hundred cubic feet

See section 4.10 of the District's Regulations Relating to Water service for policy.

Adjusted calculation is as follows:

- a) The normal usage for a comparable billing period subtracted from the total actual usage equals excess usage.
- b) The normal usage billed at the prevailing water rate plus the excess usage billed at the prevailing District's production rate for treated water is subtracted from the current charges. The resulting amount shall be the amount of adjustment granted.

**I AGREE TO ACCEPT THIS ADJUSTMENT AND UNDERSTAND NO FURTHER
CREDIT WILL BE ALLOWED WITHIN FIVE YEARS FROM THIS AGREEMENT.**

This Leak Adjustment may be executed in several counterparts, each of which shall be deemed an original and facsimile and electronic signatures, including pdf, shall be considered valid.

Customer's Signature _____ Date _____

Credit approved by: _____

Nevada Irrigation District, Authorized Signer

Nevada Irrigation District
1036 W Main Street
Grass Valley, CA 95945

(530) 273-6185
customerservice@nidwater.com

PLEASE RETURN TO CUSTOMER SERVICE

April 12, 2018

«FirstName» «LastName»
«Address1»
«CSZ»

Re: «acctnum»

Dear «Title» «LastName»:

In response to your request in the increase in consumption, we have calculated a non-beneficial use credit in the amount of \$«credit_amt» for a «Num_of_months» month period, that may be applied to account number «acctnum» at «prop_addr».

The District's non-beneficial use credit can only be granted once each ten years. We will not be able to grant any further credits if another high billing should occur before the ten year period has passed.

If you decide to accept this adjustment, please sign and return the enclosed worksheet and we will apply a \$«credit_amt» credit to your account. This will leave a balance of \$«Bal_after_adj» «Complete_sentence».

If you have any questions, please contact the undersigned.

Very truly yours,

[CAA Name]
Customer Accounting Administrator

[CAA Initials]:«your_inits»
Enclosure

NON-BENEFICIAL USE ADJUSTMENT-COMMERCIAL INSIDE DISTRICT

April 12, 2018

«FirstName» «LastName»
 «Address1»
 «CSZ»

Parcel Number: «apn»
 Account Number: «acctnum»

Current Billing for period: \$«Curr_bill_amt»

	<u>HCF*</u>	<u>@</u>	<u>\$</u>
Current Usage	«curr_usage»	0.98	«curr_amt»
	»		
Normal Usage (Prior year)	«prior_usage»	0.98	«prior_amt»
	»		
Excess Usage @ production rate	«diff_in_usage»	0.350	«diff_amt»
Non-Beneficial Use Adjustment			<u>\$ («credit amt»)</u>
Adjusted billing			<u>\$ «adj_billing»</u>

*HCF = hundred cubic feet

See section 4.10 of the District's Regulations Relating to Water service for policy.

Adjusted calculation is as follows:

- a. The normal usage for a comparable billing period subtracted from the total actual usage equals excess usage.
- b. The normal usage billed at the prevailing water rate plus the excess usage billed at the prevailing District's production rate for treated water is subtracted from the current charges. The resulting amount shall be the amount of adjustment granted.

I AGREE TO ACCEPT THIS ADJUSTMENT AND UNDERSTAND NO FURTHER CREDIT WILL BE ALLOWED WITHIN TEN YEARS FROM THIS AGREEMENT.

Customer's Signature _____ Date _____

Credit approved by: _____
 Manager of Finance

Nevada Irrigation District
 1036 W. Main Street (530) 273-6185
 Grass Valley, CA 95945 or 1-800-222-4102

PLEASE RETURN TO CUSTOMER SERVICE

April 12, 2018

«Title» «FirstName» «LastName»
«Address1»
«CSZ»

Re: «acctnum»

Dear «Title» «LastName»:

In response to your request regarding the increase in consumption, we have calculated a non-beneficial use credit in the amount of \$«credit_amt» for a «Num_of_months» month period, that may be applied to account number «acctnum» at «prop_addr».

The District's non-beneficial use credit can only be granted once each ten years. We will not be able to grant any further credits if another high billing should occur before the ten year period has passed.

If you decide to accept this adjustment, please sign and return the enclosed worksheet and we will apply a \$«credit_amt» credit to your account. This will leave a \$«Bal_after_adj» «Complete_sentence».

If you have any questions, please contact the undersigned.

Very truly yours,

[CAA Name]
Customer Accounting Administrator

[CAA initials]:«your_inits»
Enclosure

NON-BENEFICIAL USE ADJUSTMENT-OUTSIDE DISTRICT

April 12, 2018

«Title» «FirstName» «LastName»
 «Address1»
 «CSZ»

Parcel Number: «apn»
 Account Number: «acctnum»

Current Billing for period: \$«Curr_bill_amt»

	<u>HCF*</u>	<u>@</u>	<u>\$</u>
Current Usage	«curr_usage»	0.98	«curr_amt»
	»		
Normal Usage (Prior year)	«prior_usage»	0.98	«prior_amt»
	»		
Excess Usage @ production rate	«diff_in_usa ge»	0.350	«diff_amt»
Non-Beneficial Use Adjustment			<u>\$ («credit_amt»)</u>
Adjusted billing			<u>\$ «adj_billing»</u>

*HCF = hundred cubic feet

See section 4.10 of the District's Regulations Relating to Water service for policy.

Adjusted calculation is as follows:

- c) The normal usage for a comparable billing period subtracted from the total actual usage equals excess usage.
- d) The normal usage billed at the prevailing water rate plus the excess usage billed at the prevailing District's production rate for treated water is subtracted from the current charges. The resulting amount shall be the amount of adjustment granted.

I AGREE TO ACCEPT THIS ADJUSTMENT AND UNDERSTAND NO FURTHER CREDIT WILL BE ALLOWED WITHIN TEN YEARS FROM THIS AGREEMENT.

Customer's Signature _____ Date _____

Credit approved by: _____
 Manager of Finance

Nevada Irrigation District
 1036 W. Main Street
 Grass Valley, CA 95945

(530) 273-6185
 or 1-800-222-4102

PLEASE RETURN TO CUSTOMER SERVICE

NEVADA IRRIGATION DISTRICT

**RAW WATER SERVICE – INFORMATION ROUTE SHEET
(NOTE: THIS IS NOT AN APPLICATION FOR SERVICE)**

Date _____ Phone _____
 Applicant _____
 Mailing Address _____

 Service Address _____

FOR DISTRICT USE ONLY
 Route No. _____
 Wtr Dist. Op. _____
 Facility Name _____
 Facility No. _____
 Field Appt. _____

Parcel No. _____ Acres _____ Information Taken By _____

Type of Crop and No. of Acres to be Irrigated _____

1. Box installations can take up to thirty days or longer. Due to high flows in certain canals during the irrigation season, some outlet boxes may not be installed until the end of the season.

The customer is responsible for the acquisition and maintenance of any required easements or permits; the installation, maintenance, and operation of the private service pipeline and appurtenances thereof, located on the customer's side of the service valve and/or box.

We certify that the foregoing information is true and correct, and have read all of the above, and understand the water is to be used only on the above described property.

Signature of Property Owner _____

Date _____

Owner's signature required on this route sheet prior to processing application.

Parcel Location: Placer _____ Nevada _____ Inside Dist. _____ Outside Dist. _____

Tax Rate Area Code _____ Map Attached _____ Railroad Commission Policy Yes _____ No _____

Service Requested: Seasonal _____ Amt. _____ M.I. Winter Service _____ Amt. _____ M.I.

Additional Outlet _____ Acct. # _____

Access to District Facility Yes _____ No _____ Easement Needed? Yes _____ No _____

Pvt Pipeline Form Required? Yes _____ No _____ Date Issued _____ Date Ret _____

Availability based upon _____

Has Property a Treated Water Account? Yes _____ No _____ Account # _____

Will there be material dangerous to health or toxic substance used on property?

If yes, type of substance _____ Yes _____ No _____

Property Owner advised of suspension date, if application is not completed?

1-800-222-4102

FOR DISTRICT USE ONLY

(916) 273-6185

1. Service Box Size _____ Outlet Size _____ Length of Pipe _____ Valve & Cover _____

Orifice Size _____ Screening Device Required Yes ___ No ___

Unusual Conditions that must be reviewed in field Yes ___ No ___

Comments _____

Are there any existing Encroachments on District facilities? Yes ___ No ___

Does Applicant plan to construct any new facilities on District's facility? Yes ___ No ___

If yes, check: Fence ___ Culvert ___ Bridge ___ Water or Sewer ___ Other ___

Location sketch (if needed) Yes ___ No ___

Reviewed in field by _____ Date _____

2. Amount of Water Sale _____ M.I. Comments _____

Date _____ Approved: _____

Raw Water Supervisor

3. Backflow Prevention Backflow prevention device needed? Yes ___ No ___

Type of device _____ Size _____ Model _____

Reason _____ By _____ Date _____

4. Charges
 Outlet Box _____
 Extra Pipe _____
 Orifice _____
 Screening Device _____
 Backflow Prevent _____
 Other _____

5. Application Sent Yes ___ No ___

Date _____ By _____

Signed Application Received

Back Date _____

Date Service to be initiated _____

District Outside/Inside

Verification _____

6. Fees Paid _____

To Maintenance _____

By _____

7. Box Number _____

Date Box Installed _____

Installed By _____

8. Contact WDO at time of installation _____

Account Number _____

NEVADA IRRIGATION DISTRICT
Agricultural Water

Date _____

Parcel _____

Route number _____

Canal _____

Increase Decrease

Miners Inches _____

Outlets _____ Rotation _____

Winter Service _____

Service address _____

Service conn. fee _____

Amount Paid _____ Date _____

Name _____

Address _____

APPLICATION FOR INSIDE DISTRICT AGRICULTURE IRRIGATION WATER SERVICE FROM:

NEVADA IRRIGATION DISTRICT

ORIGINAL – RETURN TO NID 1036 W. MAIN ST., GRASS VALLEY, CA 95945
WITH YOUR REMITTANCE

TELEPHONE (530) 273-6185
PLACER OFFICE (530) 823-2466
GRASS VALLEY 1-800-222-4102

NEW SERVICE TRANSFER ACCOUNT NUMBER _____ APPROVED BY _____
INCREASE DECREASE

OWNER _____ DATE _____ ROUTE _____
THE APPLICANT REQUESTS DISTRICT TO SUPPLY WATER FOR AGRICULTURAL IRRIGATION PURPOSES AS INDICATED BELOW:

DELIVERY TO BE MADE FROM _____

SERV. ADDRESS _____ PRIMARY PARCEL _____ ACRES _____

ADDITIONAL PARCELS _____

BOX NUMBER(S) _____

for the purpose as indicated on the crop acreage report. Service to be in accordance with conditions printed on back of this application and other rules and regulations of the District. Owner and/or applicant agrees to pay such service at rates and charges established by the District from time to time.

SUMMER M.I. _____ CHARGE _____ OUTLET(S) _____

WINTER SERVICE M.I. _____ CHARGE _____ ROTATION _____

DEMAND WATER _____ M.I. _____ DAYS FROM _____ TO _____ CHARGE _____

FALL WATER _____ M.I. _____ DAYS FROM _____ TO _____ CHARGE _____

STATE/COUNTY MANDATED FEE _____ ENERGY PUMPING COST _____

TOTAL CHARGES _____ **MINIMUM PAYMENT DUE** _____ **SERVICE CONNECTION FEE** _____

PAYMENT: WATER _____ OUTLET _____ RECEIVED _____ 19 _____ BY _____

BOX NUMBER(S) _____

OWNER _____ OWNER/APPLICANT SIGNATURE CERTIFIES THAT

ADDRESS _____ APPLICANT HAS READ AND AGREES TO THE TERMS

_____ OF THIS APPLICATION AND WILL COMPLY WITH THE

_____ CONDITIONS PRINTED ON THE BACK OF THIS

_____ APPLICATION.

SIGNATURE OF OWNER _____

SIGNATURE OF APPLICANT _____

CROP ACREAGE REPORT

APPLICATION WILL NOT BE ACCEPTED WITHOUT THIS INFORMATION

ROUTE NUMBER _____

ACCOUNT NUMBER _____

NAME _____

TEL.NO. (OPTIONAL) _____

WATER PURCHASED _____

TOTAL ACRES OWNED _____

CEREALS	TOTAL ACRES IRRIGATED	FRUITS	TOTAL ACRES IRRIGATED	TOTAL ACRES IRRIGATED	
1. CORN	_____	21. APPLES	_____	41. NURSERY	_____
2. RICE	_____	22. BERRIES ALL	_____		
3. WHEAT	_____	23. CHERRIES	_____		
4. OTHER	_____	24. CITRUS ALL	_____		
	(SPECIFY)	25. GRAPES TABLE	_____		
		26. GRAPES OTHER	_____		
		27. KIWI	_____	51. NUTS	_____
		28. PEACHES	_____		(SPECIFY)
		29. PEARS	_____		
		30. PLUMS	_____		
		31. OTHER	_____	61. OTHER	_____
			(SPECIFY)		(SPECIFY)
				71. FAMILY GARDENS, ORCHARDS, YARDS	_____
				REPORT ACRES ONLY	_____

PARCEL NUMBERS _____

COMMENTS _____

CONDITIONS OF ACCEPTANCE OF WATER SERVICE

1. Application for water is made on the reverse side hereof under and subject to the Bylaws, Rules and Regulations, and rates of tolls and charges adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right of access for employer and equipment of measuring devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for the negligent, wasteful or other use or handling of water by the users thereof.
2. The District expressly reserves the right to recapture, re-use and re-sell all return flow when it shall have passed from the premises of the applicant.
3. In accepting this application, Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it, if such failure shall be caused by inevitable accident, Act of God, fire, strikes, riots, war, shortages in water supply or any other cause beyond the reasonable control of the District.
4. All water furnished by the District flows through many miles of open ditches and is therefore subject to pollution, shortages, fluctuation in flow and interruption in service. District employees are forbidden to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries for agricultural crops. Every user putting the water to other uses does so at his own risk and agrees to hold the District, and its officers and employees free and harmless from the liabilities and damages that may occur as a result of such use. District will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to deliver such water. District assumes no liability for damages to persons or property occasioned through defective conduits, meters or measuring devices. District does not sell water to cultivate or sustain fish life.
5. Applicant shall:
 - a. Provide all necessary facilities including all easements to transport such water from existing conduit of District to the Applicant's land.
 - b. Be solely responsible for any damage caused by water delivered under this agreement.
 - c. Handle water supplied hereunder that there shall be no unnecessary waste.
 - d. Not use the water, delivered under this application, on property other than that listed by the application.

6. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water rights of the District nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District. District shall have full control of the distribution of water through its canal system, and the right to establish and enforce such rules and regulations as it may deem expedient; and the furnishing of water hereunder shall not give rise by user or otherwise to any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.
7. Applicant and/or owner of the land herein described to be served agree that if charges are not paid in full when due, service may be denied and the amount due may become a lien upon any real property owned or subsequently acquired by the user in accordance with Section 25806 of the Water Code of the State of California.
8. Cancellation of seasonal irrigation water may be made up to June 1 of each year by written notice of the property owner either in whole or in part provided the water contracted for can be resold. The proportions of such seasonal application cancelled must be paid in accordance with prevailing District Rules and Regulation.
9. Unauthorized taking of water in an amount greater than applied for, and paid for by any means, without consent of the District, is subject to prosecution and or penalties as prescribed by the Board of Directors.
10. Summer water deliveries shall begin on or about April 15 and winter water deliveries shall begin on or about October 15.

Inside District New Service Turn On
Transfer
Date _____

Co. No. _____ Account No. _____

New Service Transfer Turn On

Service Worker _____
Route _____ Dir. Code _____
Continuous flow of _____ miner's inches.
Delivery from _____

Application for Continuous Agricultural Irrigation Water Service from

NEVADA IRRIGATION DISTRICT

1036 W. Main Street, Grass Valley, California 95945
(530) 273-6185

Owner _____

Service Worker _____ Route _____ Date _____ 19_____
The applicant requires District to supply water for Agricultural Irrigation purposes as indicated below.

Account # _____
Parcel _____
Effective Date _____
Applicant _____
Address _____

Continuous flow of summer _____ winter _____ miners inches

Delivery to be made from _____ Director Code _____

To be used on property owned by _____

Service address _____ Parcel _____

Continuous billing to become effective _____ 19____ per rate schedule in force.

Amount of payment received \$ _____
Service Connection Fee _____
Former Consumer _____
Box Number _____

Continuous application for year around service for the _____ Irrigation season and winter service period and thereafter until terminated by written notice. This service is strictly for the convenience of the customer and is not offered for any form of intermittent service. Any deviation from this particular application will result in the consumer being placed on a seasonal Irrigation application and the payment of all back charges to the date of turn off.

Former Consumer _____ Box Number _____

Acres owned _____ Acres to be irrigated _____

Type of irrigation: Orchard _____ Garden _____ Pasture _____ Other _____

Service to be in accordance with conditions printed on back of this application and other rules and regulations of the District. Applicant agrees to pay for such service at rates of tolls and charges as established by the District from time to time. Service under this application is for Agricultural Irrigation purposes only and the water and service facilities are not deemed suitable for any use except propagation of agricultural crops. Water sold under this application not fit for human consumption.

Payment Received on Bill \$ _____ Signature of Owner _____

Service Connection Fee \$ _____ Mailing Address _____

Other \$ _____

Total Received \$ _____

By _____

NEVADA IRRIGATION DISTRICT

CONDITIONS OF ACCEPTANCE OF WATER SERVICE

1. Application for water is made on the reverse side hereof under and subject to the Bylaws, Rules and Regulations, and rates of tolls and charges adopted or to be the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right to the devices, delivery gates and valves in any conduit necessary for the distribution, measurement and control of water delivered under this application. The District, its officers or employees, shall not be liable for damages to persons or property occasioned through the exercise of such right, or for the negligent, wasteful or other use of handling of water by the users thereof.
2. The District expressly reserves the right to recapture, re-use, and re-sell all return flow when it shall have passed from the premises of the applicant.
3. In accepting this application, Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it under this application if such failure shall be caused by inevitable accident, Act of God, fire, strikes, riots, war, shortage in seasonal water supply or any other cause beyond the reasonable control of the District.
4. All water furnished by the District flows through many miles of open ditches and is therefore subject to pollution, shortages, fluctuation in flow and interruption in service. Nevada Irrigation District employees are not authorized to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries for agricultural crops and every user putting the water to other uses does so at his own risk, and by doing so assumes all liability for and agrees to hold the District, and its officers and employees free and harmless from the liabilities and damages that may occur as a result of defective water quality, shortages, fluctuations in flow and interruptions in service, District will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to deliver such water. District assumes no liability for damages to persons or property occasioned through defective conduits, meters or measuring devices.
5. Applicant shall:
 - a. Provide all necessary ditches and facilities to conduct such water from existing conduit of District to the applicant's land.
 - b. Be solely responsible for any damage caused by water delivered under this agreement.
 - c. So handle water supplied hereunder that there shall be no unnecessary waste thereof.
 - d. Water delivered under this application shall not be used on property other than that covered by the application.
6. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water rights of the District nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District; and District shall have full control of the distribution of water through its canal system, and the right to establish and enforce such rules and regulations as it may deem expedient; and the furnishing of water hereunder shall not give rise by user or otherwise to any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.
7. Applicant and/or owner of the land herein described to be served agree that if charges are not paid in full when due, service may be denied and the amount due may become a lien upon any real property owned or subsequently acquired by the user in accordance with Section 25806 of the Water Code of the State of California.

APPLICATION FOR INTERMITTENT FLOW AGRICULTURE IRRIGATION WATER SERVICE FROM
NEVADA IRRIGATION DISTRICT

ORIGINAL – RETURN TO NID
WITH YOUR REMITTANCE

1036 W. MAIN ST., GRASS VALLEY, CA 95945

TELEPHONE (530) 273-6185
AUBURN AREA 878-1857

NEW SERVICE TRANSFER ACCOUNT NUMBER _____ DATE _____

PROPERTY OWNED BY _____ SERVICE AREA _____
PROPERTY OWNER REQUESTS DISTRICT TO PROVIDE AGRICULTURE RAW INTERMITTENT FLOW WATER TO BE USED ON _____

NEVADA CO. _____ PLACER CO. _____ PARCEL NO/S _____

TOTAL ACRES OWNED _____ DIVERSION TO BE MADE FROM _____ (WATER COURSE)

DURING THE SEASON OF APRIL 15 THROUGH OCTOBER 15, 19__ SERVICE ADDRESS _____

ACRE FEET OF INTERMITTENT FLOW WATER _____ CHARGES _____

ACRES TO BE IRRIGATED _____ OTHER USES _____

SERVICE TO BE IN ACCORDANCE WITH CONDITIONS PRINTED ON BACK OF THIS APPLICATION INCLUDED AS PART OF THIS APPLICATION AND RULES AND REGULATIONS OF THE DISTRICT ON FILE AT DISTRICT OFFICE, AS ADOPTED NOW OR IN THE FUTURE. APPLICANT AGREES TO PAY SUCH SERVICE AT RATES OF TOLLS AND CHARGES AS ESTABLISHED BY THE DISTRICT FROM TIME TO TIME.

CONDITIONS OR REMARKS _____

NOTE: APPLICATION FOR WATER MUST BE ACCOMPANIED BY PAYMENT. SEE RULES ON FILE AT DISTRICT OFFICE FOR TERMS OF PAYMENT. SERVICE UNDER THIS APPLICATION IS FOR AGRICULTURAL IRRIGATION PURPOSES ONLY AND THE WATER IS NOT DEEMED SUITABLE FOR ANY USE EXCEPT PROPAGATION OF AGRICULTURAL CROPS, OWNER/APPLICANT HAS READ AND UNDERSTANDS AND AGREES TO ALL CONDITIONS OF APPLICATION. SEE REVERSE SIDE.

PAYMENT OF _____ RECEIVED _____ BY _____

OWNER
ADDRESS _____

OWNER/APPLICANT SIGNATURE CERTIFIES THAT
APPLICANT HAS READ AND AGREES TO THE TERMS
OF THIS APPLICATION.

SIGNATURE OF OWNER _____

SIGNATURE OF APPLICANT _____

CROP ACREAGE REPORT

**APPLICATION WILL NOT BE
ACCEPTED WITHOUT THIS
INFORMATION**

ROUTE NUMBER _____

ACCOUNT NUMBER _____

NAME _____

TEL. NO. (OPTIONAL) _____

WATER PURCHASED _____

TOTAL ACRES OWNED _____

CEREALS	TOTAL ACRES IRRIGATED	FRUITS	TOTAL ACRES IRRIGATED	TOTAL ACRES IRRIGATED
---------	-----------------------	--------	-----------------------	-----------------------

1. CORN	_____			
2. RICE	_____			
3. WHEAT	_____			
4. OTHER	_____			
	(SPECIFY)			

21. APPLES	_____
22. BERRIES ALL	_____
23. CHERRIES	_____
24. CITRUS ALL	_____
25. GRAPES TABLE	_____
26. GRAPES OTHER	_____
27. KIWI	_____
28. PEACHES	_____

41. NURSERY	_____
-------------	-------

51. NUTS	_____
	(SPECIFY)

FORAGE

11. ALFALFA HAY	_____
12. HAY OTHER	_____
13. IRRIGATED PASTURE	_____
14. SILAGE	_____
15. OTHER	_____
	(SPECIFY)

29. PEARS	_____
30. PLUMS	_____
31. OTHER	_____
	(SPECIFY)

61. OTHER	_____
	(SPECIFY)

71. FAMILY GARDENS, ORCHARDS, YARDS
REPORT ACRES ONLY _____

PARCEL NUMBERS _____

COMMENTS _____

CONDITIONS OF ACCEPTANCE OF INTERMITTENT FLOW IRRIGATION WATER SERVICE

1. Application for intermittent flow irrigation water is made on the reverse side hereof under and subject to the Rules and Regulations and rates of tolls and charges adopted or to be adopted by the Board of Directors of Nevada Irrigation District. Applicant hereby grants the right to the Nevada Irrigation District to install, maintain, control and regulate any measuring devices, meters, delivery gates and valves in any waterway necessary for the distribution, measurement and control of water delivered under this application. Applicant agrees to indemnify District, its officers or employees from any claims of damages to persons or property, including Applicant, occasioned through the exercise of such rights or for the negligent, wasteful or other use or handling of water by the Applicant or District.
2. The District expressly reserves the right to recapture, re-use and re-sell any return flow which shall have passed from the premises of the applicant.
3. District makes no express or implied warranty or representation regarding the service under this application or the potential of damage to the property or persons of Applicant or third persons arising from the service. Applicant agrees that it has fully investigated these subjects prior to execution of this application.
4. Intermittent flow irrigation water furnished by the District cannot be supplemented by an auxiliary supply and therefore cannot be considered or classified as a dependable supply. Water sold under this application is subject to pollution, outages, shortages, fluctuation in flow and interruption in service. District employees are forbidden to make any agreements binding the District to serve an uninterrupted constant supply of water. All water furnished by the District will be on the basis of irrigation deliveries for agricultural crops and every user putting the water to other uses does so at his own risk and by doing so assumes all liability for and agrees to hold the District and its officers and employees free and harmless from the liabilities and damages that may occur as a result of defective water quality, outages, shortages, fluctuations in flow and interruptions in service. Applicant agrees that District, its officers or employees will not be liable for defective quality of water, shortage of water, either temporary or permanent, or for failure to provide such non-firm water and Applicant shall indemnify District from any claims or expenses incident to defending such claims. District shall have no liability for damages to Applicant or other persons or property occasioned through defective conduits, meters or measuring devices.
5. Applicant shall:
 - a. Provide all necessary ditches and facilities to conduct such water from the source to the Applicant's land.
 - b. Be solely responsible for any damage caused directly or indirectly by water delivered under this agreement.

- c. So reasonably handle water supplied hereunder that there shall be no unnecessary waste or damage to third persons.

6. This contract shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, water and water rights of district nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District; and District shall have full control of the distribution of water through its canal system and the right to establish and enforce such rules and regulations (on file at District office) as it may deem expedient; and the furnishing of water hereunder shall not give rise to user or other party of any right to require water to be furnished to said lands, or any part thereof, or other lands, or become the basis of a permanent right.

7. District does not undertake to (1) maintain the watercourse or water carrying facilities utilized in this service nor (2) to participate in any action or proceeding to defend or quantify Applicant's right to utilize any part of the flow in the watercourse under this application.

NAME: _____ ACCOUNT NO: _____
FACILITY: _____

2000 OUTSIDE DISTRICT SURPLUS RAW WATER AGREEMENT

THIS AGREEMENT is made and entered into on _____ by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "APPLICANT".

RECITALS

WHEREAS, District owns certain water and water rights which are held in public trust and dedicated for use upon lands within the boundaries of District; and

WHEREAS, District has at times, water (hereinafter referred to as "surplus water") not actually needed for use upon lands within the boundaries of District, but subject to being put to such use at any time; and

WHEREAS, Applicant is the owner of certain land or lands located outside of the boundaries of District, which lands are located in _____ County, more particularly described as County Parcel _____ and desires to purchase surplus water on temporary basis for agricultural purposes.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals: The recitals set forth herein are an integral part of this Agreement.
2. Sale of Surplus Water: District agrees to sell to Applicant for the period April 15, ____ to _____, surplus water for agricultural purposes, provided, however, that such water shall be supplied only at such times, and in such quantities and at such rate of flow as District, in its sole discretion, from time to time, determines Applicant should be so supplied in light of other needs, and water will not be supplied hereunder when needed for use within the District.

3. District's Charges to Applicant for Service and Supply of Surplus Water. Applicant hereby requests water from District at the following rates:

Seasonal Miners Inches	Charges
_____ Additional Outlet (s) _____	Energy Surcharge _____
Winter Service Miners Inches _____	Charges _____
State/County Mandated Fees: _____	TOTAL CHARGES _____

TERMS OF PAYMENT: BELOW INCLUDES CREDIT BALANCE OF

1. TOTAL CHARGES DUE WITH APPLICATION:
2. BALANCE OF CHARGES DUE ON OR BEFORE JUNE 15:
 - A. Charge for Late Payment: Applicant shall pay a late payment charge equal to ten percent (10%) of the amount of charges remaining unpaid on July 15, ____, October 15, ____, and February 15, _____. The ten percent (10%) late payment

charge shall be added to and become a part of the total balance due and owing District by Applicant.

B. Applicant's Grant of a Lien to District for Delinquent Water Charges: Applicant hereby grants District a lien upon all lands owned or subsequently acquired by Applicant for purposes of securing water charges which remain unpaid by applicant following the date of July 15, _____. By the execution of this Agreement, Applicant understands and agrees that the District may have a lien on all lands owned or subsequently acquired by Applicant should Applicant fail to pay water charges incurred pursuant to the terms of this Agreement on or prior to the date of July 15, _____. Applicant also agrees that the lien procedure as set forth in this Agreement is in addition to the right of District to discontinue water service without notice to applicant. Should Applicant incur charges for water service pursuant to the terms and provisions of this Agreement, which charges become delinquent, and should District elect to place a lien upon land owned or subsequently acquired by Applicant in accordance with Water Code Section 25806, Applicant understands and agrees that Applicant may obtain a release of said lien by promptly remitting all charges due and owed District at District's main offices located at 1036 W. Main Street, Grass Valley, California. Upon District receiving full payment from Applicant for all charges for water service pursuant to the terms of the Agreement, District shall prepare and record a Satisfaction and Release of Lien.

4. Rules and Regulation of District: Applicant understands and agrees that all water provided and served Applicant pursuant to the terms and provisions of this Agreement is provided subject to the District's Rules and Regulations adopted by District from time to time. Nevada Irrigation District does not hold itself liable to the applicant for failure to perform any of the obligations imposed upon it or assumed by it under this application if such failure shall be caused by inevitable accident Act of God, fire, strikes, riots, was, shortage in seasonal water supply or any other cause beyond the reasonable control of the District.

5. Water to be Used for Agricultural Irrigation Purposes Only: Applicant understands and agrees that District service of agricultural irrigation water to Applicant pursuant to the terms and provision of this Agreement is solely for agricultural irrigation purposes and that the water and service facilities are not deemed suitable for any use except propagation of agricultural crops. Applicant understands that should water be used for any other purposes other than the propagation of agricultural crops such as for domestic purposes, etc., serious illness could result.

6. Creation of Water Right Excluded: Applicant and District agree that the terms and provisions of this Agreement shall not create or convey any right, title or interest, legal or equitable, in or to the property, ditches, conduits, water or water rights of District, nor interfere with or obstruct the full, free and unobstructed use and disposition thereof by District; and District shall have full control of the distribution of water throughout its system, including the right to establish and enforce such rules and regulations as District may deem expedient from time to time, and the furnishing of water hereunder to Applicant shall not give rise by use or otherwise to any right of applicant to require water to be furnished to said property of Applicant or become the basis of a permanent water right.

7. Applicant to Furnish Facilities and Rights of Way to District's System: Applicant understands and agrees that Applicant shall provide at his sole cost and

expense all necessary pumps, pipes and water distribution facilities related thereto, which facilities are necessary to conduct and convey water from the existing District system to Applicant's property. Applicant shall also be responsible for obtaining all rights-of-way or other interests in real property which are necessary to convey and conduct water from District's existing system to Applicant's property.

8. Applicant Shall Hold District Harmless: Applicant understands and agrees that Applicant is fully responsible for all damages caused by reason of water delivered to Applicant pursuant to the terms and provisions of this Agreement. In this regard, Applicant shall hold District, its officers, directors and employees free and harmless from any and all claim, liability or damage in the event Applicant suffers some damage or injury by virtue of not receiving water pursuant to the terms and provisions of this Agreement or receiving such water in an inadequate supply.

9. Use of Water: Applicant understands and agrees that water delivered to Applicant by District pursuant to the terms of this Agreement shall not be used on property other than that set forth in the terms of this Agreement.

10. Binding Upon Successors in Interest: The terms and provisions of this Agreement shall be binding upon the heirs, executors, administrators, successors in interest and assigns of the parties hereto.

11. Time is of the Essence: Time is of the essence of each of the terms and provisions of this Agreement.

12. Attorney Fees: Should any litigation be instituted or commenced relating to a breach of any term or provision of the Agreement or to specifically enforce a term or provision of this Agreement or to recover costs, charges, etc., then and in that event the prevailing party in such litigation shall be entitled to attorney fees and costs of litigation including, but not limited to, deposition costs, expert witness fees and consultant's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

NEVADA IRRIGATION DISTRICT

By _____
General Manager

By _____
Applicant

Mailing Address of Applicant

By _____
Authorized Agent of Applicant

Mailing Address of Authorized
Agent of Applicant

NEVADA IRRIGATION DISTRICT

ACCOUNT/OUTLET BOX DELETION REQUEST

In order to delete your account, or have one or all of your outlet boxes removed, as you have requested, you must sign and date in the space provided and return this form to Nevada Irrigation District.

By signing for a deletion, you agree to relinquish all rights to the outlet box.

If you should decide to resume water service, you must apply for a new account by completing a route sheet, signing an application and paying the current fees. The new service will be granted only if water is available.

PARCEL NO. : ACCT. NO.:

BOX NO: ROUTE NO: CANAL NAME:
FACILITY #:

SERVICE ADDRESS:

NAME:

MAILING ADDRESS:

- REMOVE OUTLET BOX (If there are multiple boxes on the account)
- REMOVE OUTLET BOX AND DELETE ACCOUNT
- DELETE ACCOUNT (Private Pipelines Only)
- REMOVE ORIFICE PLATE

DATE MAILED INFORMATION COMPLETED BY

I have read, understand and agree to the foregoing conditions as checked above.

SIGNATURE _____ DATE _____

Please return signed form
by:

<p>MAINTENANCE USE ONLY:</p> <p>BOX # _____ REMOVED ON _____</p> <p>BY _____</p>

**AUTHORIZATION FOR THE NEVADA IRRIGATION DISTRICT
TO PROVIDE WATER SERVICE FROM A PRIVATE CONDUIT**

Date _____ Phone _____
Name _____
Address _____
APN _____
Service Address _____
Amount Requested _____ M.I.
Route No. _____
WDO _____

FOR DISTRICT USE ONLY	
Acct. No. _____	Nev. Co. _____
	Placer County _____
Exist. Sales _____	Outlet Size _____
Acres _____	Initiated by _____
Customer Notified of Possible Charges for Upsizing Service _____	
Approved Raw Water Supervisor _____	

The undersigned, being applicants requesting water service through the hereinafter described private conduit, and the owners of said private conduit do hereby request and authorize the Nevada Irrigation District, on behalf of applicant and at applicant's sole cost and expense, to deliver into said owner's private conduit the water purchased by applicant, more particularly described as follows:

Served from Facility Name _____ Facility Number _____
Private Conduit Name _____ NID Outlet No. _____

It is understood by the undersigned that water service in connection with the private conduit is subject to the following terms, covenants, and conditions, all of which are hereby agreed to by the undersigned.

1. It is understood and agreed that the water service is subject to the regulations, conditions of acceptance of water service as set forth in applicant's application for water service, and rates, tolls and charges now in effect and as hereinafter established from time to time by the Nevada Irrigation District Board of Directors.
2. It is further understood and agreed that the District does not guarantee continuous or adequate service; that its obligation to deliver water ceases at its diversion from the Nevada Irrigation District conduit, and that the service is subject to the conditions and limitations of the private conduit through which service is being made.
3. It is further understood and agreed that the District reserves the right to discontinue service if private conduit is not maintained by its owner or owners at all times in a manner which will meet with the District's approval.
4. It is further understood and agreed that the District shall not be responsible for the quality of water or any damages in connection with the water delivered to the undersigned through said private conduit. In this connection, the undersigned do hereby agree to hold the Nevada Irrigation District, its agents, servants and employees free and harmless from any damages or liability resulting therefrom or in connection with said private conduit.

This application and permit shall bind and benefit the undersigned, their heirs, successors and assigns and is revocable by owner(s) with due notice, and written notification to District and Applicant.

Applicant Name (print) _____ Signature _____ Date _____

Owner Name (print) _____ Signature _____ Date _____

Owner Name (print) _____ Signature _____ Date _____

NEVADA IRRIGATION DISTRICT

ISSUED BY _____

1036 W MAIN STREET,
GRASS VALLEY, CA 95945

(530) 273-6185
1-800-222-4102 AUBURN

TURN ON - OFF REQUEST

FACILITY _____		ROUTE # _____	DATE _____
CLASS OF SERVICE		CYCLE ACCOUNT _____	
<input type="checkbox"/> RAW WATER	BOX # _____	LOCATION _____ NEVADA _____	
<input type="checkbox"/> TREATED	METER # _____	INSIDE DISTRICT _____ PLACER _____	
BOOK # _____	PARCEL # _____	OUTSIDE DISTRICT 1234 _____ YUBA _____	
NAME _____		PROPERTY ADDRESS _____	
OWNER'S SIGNATURE X _____		<input type="checkbox"/> REGULAR WORKING HOURS TURN ON	
DATE TURN ON _____	DATE TURN OFF _____	<input type="checkbox"/> AFTER HOURS TURN ON	
		TURN ON FEE \$ _____	

COMMENT _____

ACTION TAKEN

TURN ON DATE _____

TURN OFF TIME _____ AM/PM

REMARKS OR OTHER ACTION _____

DATE THIS SLIP RETURNED TO OFFICE:

SIGNATURE

SERVICE WORKER/METER READER

NEVADA IRRIGATION DISTRICT
APPLICATION FOR PUBLIC FIRE HYDRANT

APPLICANT

DATE: _____

NAME:

ADDRESS:

THE APPLICANT HEREBY APPLIES TO THE NEVADA IRRIGATION DISTRICT FOR A PUBLIC FIRE HYDRANT AT THE LOCATION DESCRIBED BELOW: (ATTACH LOCATION SKETCH, IF NECESSARY).

THE INSTALLATION OF THE PUBLIC FIRE HYDRANT SHALL BE GOVERNED BY THE DISTRICT'S REGULATIONS.

APPLICANT UNDERSTANDS AND AGREES THAT DISTRICT DOES NOT ASSUME LIABILITY OR RESPONSIBILITY FOR THE PROVISION OR SUPPLY OF WATER OR FACILITIES FOR FIRE PROTECTION AND APPLICANT AGREES TO HOLD DISTRICT FREE AND HARMLESS FROM INJURY OR DAMAGE CAUSED FROM LACK OF WATER OR PRESSURES IN DISTRICT'S LINE.

SIGNED: _____

(APPLICANT)

OFFICIAL USE ONLY

FIRE DISTRICT APPROVAL (Fire District or similar agency, if there is one)

NAME _____

By _____
(signature)

ADDRESS _____

Title _____

Date _____

NEVADA IRRIGATION DISTRICT APPROVAL

By: _____
(Signature)

Title: _____

Date: _____

Deposit Received: _____
(amount)

NEVADA IRRIGATION DISTRICT

1. APPLICATION FOR PRIVATE FIRE SERVICE

The Applicant hereby applies to the Nevada Irrigation District for a _____ inch private fire service to be installed at the following location: (attach location sketch, if necessary)

Will a domestic water service be required at this site? Yes___No___. If yes, please complete Form 4-A, Request for New Treated Water Service.

The Applicant agrees to hold District free and harmless from injury or damage caused from lack of water or pressure in the District line and also acknowledges that backflow protection will be required at service connection should any chemical additive or auxiliary water be required for fire fighting purposes and that the private fire service installation shall be governed by the District's regulations.

Date _____ Assessor's Parcel No. _____

Owner's Name _____ Phone _____
Owner must sign (Application)

Mailing Address _____

Contractor/Representative _____ Phone _____

Mailing Address _____

Applicant is responsible to route application through Fire Dept.

2. FIRE DISTRICT USE ONLY

Class of Fire System

Check One:

- Class I – Direct connections from domestic water mains only; no pumps or reservoir; no physical connections to other water supplies; no anti-freeze or other additives of any kind; and all sprinkler drains discharge to atmosphere.
- Class II – Same as Class I, except that booster pumps may be installed in the service lines from the street mains. A connection for a fire pumper truck may be provided if the requirements outlined in the Joint Informational Bulletin are met. (See Appendix A).
- Class III – Direct connection to public water supply main, with on-site storage or pressure tanks. All storage facilities must only be filled by or connected to the public water supply, and the water in these facilities must be maintained in a potable condition.
- Class IV – Directly supplied from public mains similar to Classes I and II, with an unapproved auxiliary water supply on or available to the premises, or a connection for fire pumper trucks that does not meet the requirements in the Joint Informational Bulletin.
- Class V – Directly supplied from public mains and interconnected with unapproved auxiliary supplies, such as: pumps taking suction from reservoirs exposed to contamination, or from rivers, ponds, wells, or industrial water systems; or systems where anti-freeze or other additives are used.
- Class VI – Fire suppression systems supplied from both an industrial water system and the public water system, with or without gravity storage or pump suction tanks.
- Other (explain) _____

Will any anti-freeze or other chemical additive be required in the private fire system?

Yes _____ No _____

If yes, please explain _____

FIRE DISTRICT _____

By _____
(signature)

Address _____

Title _____

Date _____

3. N.I.D USE ONLY

OPERATIONS DEPARTMENT

Backflow Prevention Device Needed? Yes _____ No _____

Type of Device _____ Size _____ Model _____

Reason _____

By _____ Date _____

ENGINEERING DEPARTMENT

Deposit Received _____ By _____ Date _____

NEVADA IRRIGATION DISTRICT

PRIVATE FIRE SERVICE TO MORE THAN ONE PARCEL

The Applicant hereby applies for more than one parcel, as listed below, to be served from a private fire service. It is hereby certified that the Applicant is a landowner as listed below, or a credit-worthy legal entity and will be responsible for paying water use and other periodic charges associated with the private fire service. The Applicant will also be responsible for providing a contact for outage notices, etc.

Applicant

Contact Person

Phone Number

By signing below, the landowners utilizing the private fire service acknowledge the District's right to lien their property for delinquent charges and that the fire service may be discontinued for nonpayment of charges and accept all risk of such discontinuance.

PARCEL NO.

LANDOWNER'S SIGNATURE

NEVADA IRRIGATION DISTRICT APPROVAL

By _____

Title _____

Date _____

NEVADA IRRIGATION DISTRICT
APPLICATION FOR PUBLIC RAW WATER FIRE SERVICE

Date _____ Fire Service No. _____ Size of Service _____
 (Estimated) Installation Charge _____ Deposit Required _____

The following organized PUBLIC FIRE PROTECTION DISTRICT,

called Fire Department, hereby applies to the NEVADA IRRIGATION DISTRICT for a PUBLIC RAW WATER FIRE SERVICE at the following service address or location:

1. The Fire Department shall pay to the District, prior to the installation of said service, the total estimated cost of all materials, labor, and other costs incidental of the District's portion of the installation.
2. The time of installation or maintenance of the Public Raw Water Fire Service by the District shall be determined by the District on the basis of its overall scheduling requirements and needs, taking into account such factors as the availability of work crews, materials, equipment, other commitments and contracts of the District, and emergency jobs or installations. The District shall determine questions of overall District priorities.
3. The said service shall be connected to the District's general raw water distribution system at an approved location. No service will be allowed off of siphons. The service shall be subject to extreme variations in flow and temporary and extended shutdown periods required in the normal operation of the system. The District will be under no obligation to continue service in case of abandonment of the raw water facility on which the service is located.
4. It is understood that water delivered to the service may contain a certain amount of debris that could affect the quantity of water available to the fire service because of plugging or clogging. The District shall be held in no way responsible for loss or damages sustained due to such variations, temporary, or extended shutdowns. It is agreed that an in-line storage sump (of a size to be determined by the Fire Department) is needed downstream of the District's service point to provide fire protection during periods when water service is interrupted in the raw water distribution system.
5. The District does not guarantee or represent, and the Fire Department does not request that a specific or certain minimum volume of water will be available through said service at any time or times. The Fire Department agrees to hold District free and harmless from injury or damage caused from lack of water at the District facility.

6. The said service shall be used only for the purpose of extinguishing accidental fire (which shall include any of incendiary origin), and no connections of any kind whatever, other than to hydrants and hose reels, shall be made or permitted to be made to the pipe(s) supplied by said service. Discovery of any unauthorized service will result in termination of said fire service until the illegal connection has been removed and the point of illegal connection has been restored to a condition satisfactory to the District.
7. No charge will be made for water used for extinguishing accidental fires, but any water lost through leakage or used in violation of the above provisions shall be paid for by the Fire Department at double the applicable charge for water delivered.
8. The District's ownership and maintenance responsibility ends at the discharge side of the shut-off valve located immediately downstream of the service point. The Fire Department will own and maintain the fire service below said shut-off valve in a condition that will prevent any leakage of water from said fire service. Any noted leakage from the fire service will be grounds for terminating service until the situation is corrected. Periodic flushing of said service to remove accumulated debris will be permitted at no cost to the Fire Department.
9. Fire Department and the District agree that the District is not an insurer, and that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from a failure of the public raw water fire service or any phase thereof including the raw water distribution system and, in the case of failure of said service or any phase thereof, including the water distribution system and a resulting loss, the District's liability hereunder shall be limited to and fixed at the above cost of installation as liquidated damages, and not as a penalty, and this liability shall be exclusive.
10. This application is not operative until signed by an authorized representative of the District.
11. In case of the violation of any of the conditions contained in this application, the District may disconnect said service and in such event the District shall not be held in any way liable for loss or damage sustained due to such action.
12. The Applicant further agrees to be governed by the District's rules and regulations and charges in force, and such as may be adopted during the time the service is rendered at said location.

OFFICIAL USE ONLY

FIRE DISTRICT APPROVAL

(Fire District or similar agency if there is one)

NAME _____

By _____
(signature)

ADDRESS _____

Title _____

Date _____

NEVADA IRRIGATION DISTRICT APPROVAL

By _____
(signature)

Title _____

Date _____

Deposit Received _____
(amount)

CONVEYANCE AGREEMENT – MASTER

FORM 10-A

LEGEND

- ZZ** – Developer’s name (In Caps) =
- << --** Street address of Developer =
- >> --** City, state, and zip code of Developer =
- YY** – Parcel number =
- ww** – Project known as, etc. =
- xx** – Filed in District office as =
- vv** – Engineering Firm =
- uu** – Description listing length & diameter of pipe, etc. =
- ##** – How many sheets =
- qq** – County in =

AGREEMENT

(Conveyance)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District" and ZZ, hereinafter referred to as "Developer".

Recitals

WHEREAS, Developer has prepared or caused to be prepared, at Developer's sole cost, expense, and responsibility, plans and specifications entitled ww, (filed in District's office as xx"), as prepared by vv for construction of water system improvements consisting generally of uu and all appurtenances thereto, to provide treated water to qq County AP YY, a copy of which is attached hereto marked Exhibit "A" and made a part of this Agreement; and

WHEREAS, the plans and specifications contained in Exhibit "A" meet with the Department of Public Health and District Engineer's acceptance; and

WHEREAS, the facilities and lands to be served treated water by said water system improvements lie within the boundaries of the District and are more particularly described in Exhibit "A"; and

WHEREAS, Developer desires District to accept said water system improvements into District's overall water system upon completion; and

WHEREAS, District, subject to the following terms and conditions, as well as those contained in the District's Regulations Relating to Water Service, is willing to accept said water system improvements upon completion, provided the water system improvements are constructed in accordance with the plans and specifications and in a manner meeting District's approval;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1 - RECITALS: The recitals contained herein are an integral part of this Agreement.

ARTICLE 2 - PLANS: Attached hereto marked Exhibit "A" and made a part of this Agreement is one set of plans reduced to 11" x 17", prepared by the Developer's licensed civil engineer, and consisting of ## sheets, and specifications for construction of water system improvements. The District's acceptance of these plans and specifications does not constitute a warranty or guaranty by District of proper design nor does it relieve Developer of responsibility for the proper design and construction of the improvements thereon.

EITHER

ARTICLE 3 – CAPACITY CHARGES AND CONNECTION FEES: Pursuant to Section 10.07 of the District's "Regulations Relating to Water Service", a capacity charge for a minimum size meter shall be paid by the Developer for each parcel to be served by the water system improvements, prior to District's acceptance of the improvements. The capacity charge for a

EXHIBIT B

minimum-size meter shall be as shown in Schedule 4-A, entitled, "Treated Water System, Standby Charges, and Connection Fees", which is attached hereto and marked Exhibit "B" and made a part of this Agreement. Therefore, Developer, prior to conveying the water system improvements to District, agrees to and shall pay District the then current capacity charges for a 5/8-inch meter (currently \$_____) for each of the _____ parcels shown in Exhibit "A". Based on the current Schedule 4-A, the total capacity charges to be paid prior to conveyance equals \$_____. Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions, or modifications to Schedule 4-A, or any other District policies, rules, or regulations.

Those parcels described in Exhibit "A", upon application for water service, shall be credited the then current capacity charges for a 5/8-inch meter and shall otherwise be subject to all connection fees as shown in the then current Schedule 4-A, or its equivalent, and all other then applicable fees and charges.

OR

ARTICLE 3 – CAPACITY CHARGES AND CONNECTION FEES: Developer shall prepay Capacity charges. The Capacity Charge for the type of development covered by the Conveyance Agreement shall be as shown in the most current edition of Schedule 4-A, entitled, "Treated Water System, Standby Charges, and Connection Fees", which is attached hereto and marked Exhibit "B", and made a part of this Agreement. Therefore, Developer agrees and shall pay District, prior to conveying the water system improvements to District, the then current capacity charges for each of the [Number & Description of Units]. Based on the current Schedule 4-A, capacity charges are \$_____ per unit. Therefore, based on the current Schedule 4-A, the total charges to be paid prior to the conveyance equals \$_____.

Developer agrees to, and shall pay District, the then current meter installation charges as shown in Schedule 4-A at the time of making application for water service. Developer also agrees to, and shall pay District, all other applicable fees and charges for water service.

Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions, or modifications to Schedule 4-A, or any other District policies, rules, or regulations.

OR

ARTICLE 3 - CONNECTION FEES: Attached hereto and marked Exhibit "B" and made a part of this Agreement, is Schedule 4-A of the Board of Directors of Nevada Irrigation District entitled, "Treated Water System, Standby Charges, and Connection Fees". Developer understands and agrees to be bound by any District alterations, additions, amendments, revisions or modifications to Schedule 4-A or any other District policies, rules, or regulations. All parties hereby agree hereto that District is entitled to those connection fees (the sum of the meter installation and capacity charges) as specified in Schedule 4-A. District shall collect said connection fees at the time application for water service is made. It shall be incumbent upon the water service applicant to pay the then current connection fees and all other then applicable fees and charges.

If Required

ARTICLE 4 - ENGINEERING, PLAN-CHECK, AND INSPECTION SERVICES PERFORMED BY DISTRICT: District and Developer understand and agree that Developer shall assume the cost and expense of District's performance of "engineering, plan-check, and inspection services", hereinafter referred to as "inspection", in connection with Developer's construction of water system improvements described in Exhibit "A" attached hereto. Developer shall deposit the sum of \$_____, receipt of which is hereby acknowledged by District, which sum shall be applied to Developer's payment for inspection services performed by District. Should the fee for inspection services exceed the above deposit, Developer agrees to pay any balance due within 30 days after the date of the billing. A late payment charge of 1.5 percent per month will be added on any unpaid balance thereafter. Furthermore, the Developer agrees to pay any balance due prior to offering the improvements to District. District shall not accept conveyance until any balance due is paid. Should the fee for inspection services be less than the above deposit, District shall refund the remaining amount to Developer. The primary purpose of this paragraph within Article 4 is intended to compensate and reimburse District for any and all inspection services performed in connection with Developer's construction of treated water system facilities described in Exhibit "A" attached hereto. District's acceptance of payment for inspection services performed is not a warranty or guarantee by District of proper design or proper specifications of materials or construction.

ARTICLE 5 - LABOR AND MATERIAL PAYMENT BONDING REQUIREMENTS: The Developer shall defend and indemnify the District against all claims for nonpayment of labor, material, and other obligations incurred by the Developer, its agents, contractors, employees, and assigns. The estimated cost of construction of the water system improvements is \$_____.

Should the estimated cost of constructing the improvements be less than \$50,000 at the time of offering the water system improvements to the District, the Developer shall provide a written "OFFER OF DEDICATION" in the form as described in Exhibit "C" attached hereto and made a part hereof. The "OFFER OF DEDICATION" shall state inter alia that the improvements are free and clear of all liens, encumbrances, and other expense.

Should the estimated cost of constructing the water system improvements be less than \$500,000, but more than \$50,000, in addition to supplying a written "OFFER OF DEDICATION" in the form as described in Exhibit "C", the Developer shall either submit a "RELEASE" agreement in the form of Exhibit "D", attached hereto and made a part hereof, from each and every contractor, subcontractor, corporation, firm, person, or business entity furnishing materials for or performing labor or other services in performing the terms and provisions of this Agreement, or a Labor and Material Payment Bond to the District in the form prescribed by Exhibit "E" attached hereto and made a part hereof the principal sum of not less than the estimated construction cost as provided herein. In addition, Developer shall maintain an accurate and current list of all contractors, subcontractors, business entities, corporations, firms, and/or persons performing the terms and provisions of this Agreement, and shall make this list available to the District engineer upon request.

Should the estimated cost of constructing the water system improvements be in excess of \$500,000, the Developer shall, prior to commencing construction, submit a Labor and Material Payment Bond in the form as shown in Exhibit "E" attached hereto and made a part hereof. The bond shall be obtained at the sole cost of Developer and shall be in a principal amount of not less than the estimated cost of construction as set forth herein. In addition, the Developer shall, at the time of offering the water system improvements to the District, provide an "OFFER OF DEDICATION" statement in the form as set forth in Exhibit "C", attached hereto and made a part

hereof, which statement verifies that the water system improvements are free and clear of all liens, encumbrances, and other expense.

ARTICLE 6 - INSURANCE REQUIREMENTS: Prior to Developer's commencement of construction of the water system improvements as otherwise set forth in the terms and provisions of this Agreement, general liability insurance naming the District as additional named insured shall be taken out and maintained for the duration of this Conveyance Agreement by Developer or Developer's contractor for claims for damages to property, personal injury, bodily injury, and accidental death. The types of insurance covered under the general liability policy shall include, but not be limited to, comprehensive form, premises-operations, underground hazard, products/completed operations hazard, broad form property damage, independent contractor, and personal injury. Prior to any blasting operations for removal of rock, stumps, or other materials from the work area, the general liability policy must also contain explosion and collapse hazard coverage. It shall also include coverage for Products-Completed Operations liability losses for a period of 12 months from the date of District's acceptance of the completed works. (This time period corresponds with the 12-month maintenance bond requirement.) All insurance acquired under the terms of this article must be obtained through an insurance company authorized and licensed to do business in the State of California. The general liability policy shall contain limits of liability as follows:

1. Bodily Injury: \$1,000,000 for each occurrence, \$1,000,000 aggregate
2. Property Damage: \$500,000 each occurrence, \$500,000 aggregate.

General Liability Insurance policies having combined single limits damage combined of liability shall carry limits for bodily injury and property damage combined of \$1,000,000 each occurrence and \$1,000,000 aggregate.

The certificate of insurance shall also have a description of operations/locations/vehicles that refers specifically to the water system improvements.

ARTICLE 7 - PROOF OF INSURANCE: The Developer shall submit or cause to be submitted a copy of the insurance policy(ies) with endorsements and exclusions, and shall submit a certified copy of the endorsement naming the District as additional insured to the District as proof of general liability insurance as required by this Agreement. Developer shall receive District approval that the insurance requirements of this Agreement have been met. The Developer must receive this approval prior to the start of construction pursuant to the terms of this Agreement.

ARTICLE 8 - HOLD HARMLESS AND INDEMNIFICATION: Developer shall hold District and District's agents, officers, and employees harmless from any and all claims, lawsuits, acts, or omissions arising out of Developer's performance of the terms and conditions of this Agreement. Likewise, Developer shall defend and/or pay the cost of defending and indemnifying District together with District's Agents, employees, and officers from all civil proceedings, claims, and/or judgments including, but not limited to, payment of all attorney fees and litigation costs.

ARTICLE 9 - INSPECTION OF WORK: Developer shall give two working days' advance notice prior to Developer's contractor starting any work associated with the water system improvements and shall keep District informed of construction schedules throughout the course of the work in order for District to properly schedule inspection personnel. It is suggested that Developer's contractor provide District submittals on any materials proposed for the water system improvements for approval prior to purchase.

Eff. 11/26/03; rev. 1/26/11

ARTICLE 10 - BEGINNING OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to commence within nine (9) months from the date of this Agreement.

For purposes of this Article, Developer's commencement of construction shall not be deemed to have occurred upon one or any combination of the following actions or events:

1. Bid advertisement
2. Execution of contracts or bonds
3. Ordering of material and supplies or the delivery and stockpiling of materials and supplies on the job site.
4. Clearing and grubbing for or construction of roads including the completion of rough subgrade work.

District and Developer understand and agree that construction upon the water system improvements shall be deemed to have commenced when Developer causes its properly-licensed contractor to excavate and backfill pipeline in excess of 10 percent of the total water system to be constructed pursuant to the terms of this Agreement. The District engineer shall make the determination as to the percentage of water system caused to be constructed and installed by Developer.

ARTICLE 11 - CONSTRUCTION: Developer shall cause the water system improvements described in Exhibit "A" to be constructed by a properly-licensed contractor, without expense to District, and District shall not be responsible for any of the cost of said improvements. The Developer is not acting as a contractor, agent, official, or representative of District in constructing or providing such water system improvements, or in causing such improvements to be installed. This Agreement simply provides for the transfer and assumption of responsibility for such water system improvements to be installed upon completion and upon performance of all terms of this Agreement to be performed by Developer. The approval of the plans and specifications as presented by Developer shall not be deemed as a warranty or guarantee by District of proper design or proper specifications of materials or construction. District specifically relies upon the design and specifications as prepared or caused to be prepared by Developer as being in keeping with the requirements of District, as being in accordance with the conditions of the geography, and as having specific materials and equipment of the highest practicable quality and character. The Developer will provide a licensed civil engineer to act as the project engineer during construction.

ARTICLE 12 - NOTIFICATION OF DEVIATIONS OR FAILURES: District agrees to notify Developer in writing as to any deviations or failure in construction of the water system improvements pursuant to said plans and specifications, and the requirements of said District as soon as any deviation is brought to District's attention, and Developer shall immediately cause such deviation or failure to be corrected at the sole cost of Developer. Developer agrees that District is not, by inspection of the construction or installation of the improvements, representing Developer or providing a substitute for inspection and control of the work by Developer. Developer agrees that any inspections and observations of the work by District are for the sole purposes of providing notice of the stage and character of the work. Developer agrees that the failure of the District to note variances from the plans and specifications for the project does not excuse or exempt Developer from complying with all terms of these plans and specifications.

ARTICLE 13 - REIMBURSEMENT FOR MONIES EXPENDED BY DEVELOPER: Should Developer desire reimbursement for the monies expended in the installation and construction of water system improvements as provided in the terms and provisions of this Agreement in addition to all other monies expended for the acquisition of rights of way and employment of engineers and contractors for construction, planning, and design of the water system improvements, then Developer shall request such reimbursement in writing and deliver such writing to District headquarters 30 days prior to conveyance of the water system improvements to District as provided in Article 15 herein. District, upon receiving Developer's written request for reimbursement for monies expended pursuant to the terms and provisions of this Agreement, will then determine whether or not Developer is entitled to reimbursement pursuant to District policies, rules, and regulations then in effect. Should District determine that Developer may be entitled to reimbursement, then District, in its sole discretion, may enter into a reimbursement agreement with Developer which shall provide for the method and manner by which Developer would achieve reimbursement of its monies expended for the construction and installation of the water system improvements. Should the District, in its discretion, determine to enter into a reimbursement agreement with Developer, such agreement shall be prepared and entered into prior to Developer's conveyance of water distribution facilities to District, all as set forth in Article 15 herein. The reimbursement agreement shall provide for the method and manner by which District may assist Developer in obtaining reimbursement of a portion of monies expended by Developer for the water system improvements constructed pursuant to the terms of this Agreement.

The Developer is advised that for facilities installed with public funds, the Labor Code requires that all craftsmen, mechanics and laborers be paid the local prevailing wages. The District has not ascertained whether or not reimbursement could be construed as public funding. The Developer assumes all risk as to whether reimbursement could be construed as public funding, and indemnifies the District from all liability claims arising or alleged to arise from construction wages not conforming to local prevailing wages.

IF DISTRICT PARTICIPATION (Fee Credit or District Contribution) IS INVOLVED, INCLUDE THE FOLLOWING:

ARTICLE 14 – PREVAILING WAGES The Developer's attention is directed to and the Developer shall comply with Sections 1720 to 1780, inclusive of the California Labor Code,.

All craftsman, mechanics, and laborers employed or working upon the site of the work (water system improvements) will be paid unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the wage determination which is referenced herein and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Developer, the Developer's Contractor and subcontractors and such laborers and mechanics.

In accordance with Section 1770 of the Labor Code, the District has ascertained that the local prevailing wage rates shall be as determined by the California Department of Industrial Relations. Said rates are accessible on the Internet under the heading "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Section 1770, 1773 and 1773.1". The Internet address is <http://www.dir.ca.gov/>. The wage determination shall be posted by the Developer's Contractor before start of work, throughout the work, and at the site of work in a prominent place where it can easily be seen by the workers.

The Developer, the Developer's Contractor, and his subcontractors shall comply with Section 1775 of the California Labor Code concerning the payment of prevailing rate of per diem wages. In accordance with this section, should the Developer's Contractor or his subcontractor fail to pay prevailing rates, the Labor Commissioner may assess monetary forfeitures. The Developer will be responsible for payment of any penalties. A labor and material payment bond is required as specified in this Conveyance Agreement.

Eff. 11/26/03

ARTICLE 14 - COMPLETION OF WORK OR TERMINATION: This Agreement shall terminate and be of no further force or effect at District's discretion should District determine that Developer has failed to cause construction of the water system improvements as shown on Exhibit "A" to be completed within one and one-half (1-1/2) years from the date of this Agreement.

For the purposes of this Article, Developer's completion of the construction shall occur upon the District's accepting conveyance of the water system improvements pursuant to Article 15 of this Agreement. Developer further understands and agrees that District may withhold acceptance of Developer's proposed dedication of the facilities should the District Engineer determine that any portion of the water system improvements have failed to pass appropriate pressure and leakage tests or that samples of water taken from the treated water lines and tested are determined not to be safe by the District Engineer. Developer understands and agrees the District may also withhold acceptance of the proposed dedication of water system should the District Engineer determine that Developer failed to complete all other construction either over, under or adjacent to the water system improvements including but not limited to final road grade, paving, curbs, gutters, sidewalks, all other utilities, and restoration of rights of way.

ARTICLE 15 - CONVEYANCE: Upon completion of the water system improvements in a manner meeting District's approval, Developer shall immediately convey said improvements and title thereto free and clear of all liens, encumbrances and expense to District by such conveyance and documents as deemed necessary by District, including but not limited to the following:

1. An executed "OFFER OF DEDICATION" (Exhibit "C") offering the water system improvements shown on Exhibit "A" to the District.
2. "RELEASE" statements (Exhibit "D") from every contractor, subcontractor, corporation, firm or business entity furnishing materials for or performing labor or other services, OR a Labor and Material Payment Bond (Exhibit "E"), all as specified in Article 5.
3. Developer shall provide District with proof satisfactory to District that Developer has acquired all local, state, and federal permits, maps or licenses and that Developer shall comply with all local, state and federal rules, ordinances and regulations relevant to the real property on, over or under which the water system improvements are situated.
4. Payment of capacity charges due District pursuant to then current District rules and regulations and as specified in Article 3 of this Agreement.
5. Payment of any balance due for engineering, plan-check, and inspection services performed by District.
6. One set of 24-inch by 36-inch reproducible "as-built" drawings on Mylar or material of suitable durability of the improvements constructed.
7. All easements and rights of way required by District.
8. The Developer-constructed water system shall be flushed (or re-flushed) and shall pass bacteriological testing no earlier than 14 calendar days prior to the date the General Manager accepts the Offer of Dedication. The Developer shall provide for proper drainage and de-chlorination equipment during flushing operations. **Eff. 11/26/03; rev. 7/29/04**

EXHIBIT B

9. Developer shall furnish a Maintenance Bond in the form prescribed in Exhibit "F" attached hereto and made part hereof in an amount of not less than 20 percent of construction cost of the water system improvements protecting the District against any failure of the work due to faulty materials, poor workmanship, or defective equipment within a period of one year following acceptance of the "OFFER OF DEDICATION" of the water system improvements by the District's Board of Directors.

In place of a Maintenance Bond, the Developer may offer a certificate of deposit or an irrevocable letter of credit meeting the District's approval as to form and financial institute utilized. Certificates of deposit used in lieu of a maintenance bond must be opened either in the Developer's name and specifically assigned to the District or opened on behalf of the District only. The signatory for the District shall be the Treasurer or Assistant Treasurer of the District.

District, upon approving the work in writing, shall accept the "OFFER OF DEDICATION" of the water system improvements and include said improvements into its overall water system and shall operate, maintain, and repair said improvements except as specified during the warranty period.

ARTICLE 16 - APPLICATION FOR WATER: No water shall be delivered to or conveyed by or through the water system improvements shown on Exhibit "A", other than for testing purposes, until said water system is conveyed to District, formally accepted by District, and proper applications for water service have been filed with District and accepted.

ARTICLE 17 - OBLIGATION FOR PIPELINES AND/OR FACILITIES: District shall be under no obligation to provide additional pipelines and/or facilities in order to serve water to Developer's project. Upon acceptance of the water system improvements by District, it shall become the sole property of District and shall be used and operated at District's sole discretion.

EITHER

ARTICLE 18 - RULES AND REGULATIONS: Upon the water system improvements being accepted by District, Developer, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District and shall pay the water rates, tolls and charges, and standby charges as they may be levied and/or established by District's Board of Directors from time to time.

For purposes of determining standby charges, each parcel to be served from the water system improvements will be assessed from the District acceptance date regardless of the status of the recording of the final map by the appropriate county.

OR

ARTICLE 18 - RULES AND REGULATIONS: Upon the water system improvements being accepted by District, Developer, its successors and assigns, shall be subject to and shall comply with all of the rules and regulations of District and shall pay the water rates, tolls and charges, and standby charges as they may be levied and/or established by District's Board of Directors from time to time. In addition, Developer, its heirs, successors, conservators, guardians, and assigns shall be subject to compliance with the then current rules and regulations of District governing the conversion of multi-family units such as apartment units to condominium units which conversion currently requires payment of higher capacity fees to District and requires converting the District's

master meters now utilized for apartment (multi-party) units into separate meters for each condominium unit.

For purposes of determining standby charges, each parcel to be served from the water system improvements will be assessed from the District acceptance date regardless of the status of the recording of the final map by the appropriate county.

ARTICLE 19 - ASSIGNMENT: No transfer or assignment may be made by Developer of this Agreement or any part or interest of law unless such transfer or assignment is approved in writing by the District, provided further that District shall not unreasonably withhold consent to transfer or assignment. In the event of such transfer or assignment, District may, at its sole option and in addition to any other remedy that it may have, elect to terminate this Agreement.

ARTICLE 20 - NOTICES: The mailing addresses of District and Developer for purposes of giving any notice required pursuant to this Agreement are as follows:

DISTRICT	DEVELOPER
NEVADA IRRIGATION DISTRICT	ZZ
P O Box 1019	<<
Grass Valley, CA 95945	>>

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT

By _____
President

By _____
Secretary

DEVELOPER

By _____

By _____

DEVELOPER'S IMPROVEMENT PLANS

SCHEDULE OF RATES AND CHARGES
BY NEVADA IRRIGATION DISTRICT

SCHEDULE 4-A
EFFECTIVE JANUARY 1, 2004

TREATED WATER SYSTEM STANDBY CHARGES AND CONNECTION FEES

STANDBY CHARGES - \$6.00 per month for each parcel.

CONNECTION FEES 1/ Single family residence, commercial, industrial, and municipal.

Meter Size	Max Rated Capacity	Installation Charge	Capacity Charge	TOTAL Connection Fees 1/
5/8"	20 gpm	\$845.00	\$4,755.00	5,600.00
3/4"	30 gpm	875.00	7,895.00	8,770.00
1"	50 gpm	960.00	15,215.00	16,175.00
1 1/2"	100 gpm	1,810.00	35,665.00	37,475.00
2"	160 gpm	2,705.00	82,405.00	85,110.00
Over 2"			DETERMINED BY DISTRICT	

MULTI-UNIT 2/ RESIDENTIAL DEVELOPMENT for which a master meter is required.

Meter Size	Connection Fees
5/8"	\$ 845 + unit charge/unit
3/4"	875 + unit charge/unit
1"	960 + unit charge/unit
1 1/2"	1,810 + unit charge/unit
2"	2,705 + unit charge/unit
over 2	Actual cost of installation plus unit charge/unit

Type Development	Unit	Unit charge
Mobile Home Park	Pad	\$ 2,130
Apartments	Dwelling	2,980
Senior Apartments 3/	Dwelling	1,265
Motels, Hotels	Dwelling	1,390
Campgrounds	Pad	2,355
Hospitals	Licensed Bed	2,290
Convalescent Hospitals & Resthomes:		
Skilled nursing	Licensed Bed	1,350
Board and care	Licensed Bed	730

1/ Varies with type of development

2/ Multi unit is defined as three or more.

3/ Proof must be provided that apartments are being developed under county ordinances relating to senior apartments or senior independent living centers.

EXHIBIT B

OFFER OF DEDICATION

I/We hereby extend an offer to convey, transfer, and dedicate all rights, title, and interest in and to that certain water system and appurtenances more particularly described in Exhibit "A" attached to the Agreement by and between NEVADA IRRIGATION DISTRICT and ZZ hereinafter referred to as DEVELOPER, dated _____, 20__, a copy of which is on file in District headquarters located in Grass Valley, California; to Nevada Irrigation District, assuring and warranting to said District that the water system for the project known as ww (filed in District's office as "xx"), is free and clear of all liens, encumbrances, and other expense.

I/We have constructed or caused the construction and installation of the water system and improvements described in Exhibit "A" attached to said Agreement, and do hereby assure and warrant to NEVADA IRRIGATION DISTRICT that the water system improvement facilities together with the contractors, subcontractors, employees, or agents of the Developer have been fully and completely paid and there exist no liens, encumbrances, stop notices, or claims on the water system improvement facilities or by any of the subcontractors, employees, or agents against the water system improvement facilities constructed pursuant to the terms of the above Agreement or against NEVADA IRRIGATION DISTRICT.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____, 20__, in the City of _____, County of _____, State of California.

Developer

By _____

By _____

We accept this "OFFER OF DEDICATION" made by _____
_____ on this _____ day of _____, 20__.

Nevada Irrigation District

By _____

General Manager

Note: All blanks must be completed properly, otherwise the Nevada Irrigation District will not accept the Offer.

RELEASE

FOR ADEQUATE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, jointly, severally, and individually releases and forever discharges the Developer, ZZ, and NEVADA IRRIGATION DISTRICT, together with all other persons, firms, business entities, irrigation districts, and government entities whatsoever of and from any and all actions, causes of action, claims, demands, damages, stop notice actions, costs, expenses, liens, and compensation on account of or in any way growing out of the construction, installation, and work of those certain water system facilities described in the Conveyance Agreement dated _____, 20__, by and between NEVADA IRRIGATION DISTRICT and the Developer named above; the project being known as ww, (filed in District's office as "xx").

Individual Or Firm

(Print Name)

(Address)

(City) (State) (Zip)

By _____
(Signature)

(Title) (Date)

Note: All blanks must be completed properly, otherwise the Nevada Irrigation District will not accept the release.

LABOR AND MATERIAL PAYMENT BOND

By this Agreement _____
of _____, hereinafter referred
to as "Principal", and _____
of _____

(a corporation certified as a corporation admitted to do business in the State of California as a surety insurer), hereinafter referred to as "Surety" are held and firmly bound to NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District", and to any and all persons who perform labor upon, or furnish material to be used in, or furnish appliances, trucks, or power contributing to the work to be performed under an agreement (filed in District's office as "xx"), hereinafter specifically described in the amounts of _____ (\$_____), for the payment of which Principal and Surety hereby bind themselves, their heirs, legal representatives, successors, and assigns, jointly and severally.

On the date of _____, 20____, Principal entered into an agreement with District for the principal purposes of constructing or providing for the construction of certain water system improvements, together with appurtenances thereto, to which agreement references are made for further particulars. A copy of the Agreement is attached hereto labeled Exhibit "A" and made a part hereof.

The condition of this obligation is that if the Principal shall promptly and faithfully make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor thereof including all amounts due for materials, lubricants, labor, in the prosecution of the work provided for in the Agreement attached hereto as Exhibit "A" and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, power, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all other labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.

FOR VALUE RECEIVED, the Surety hereby agrees that no change, extension of time, alteration, or addition to the terms of the Agreement attached hereto as Exhibit "A" or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety's obligation on this Bond, and said Surety does hereby waive notice of any such change, extension of time, alteration, or addition or modification to the terms of the Agreement or to the work to be performed or to the specifications.

The lien claimants to whom the provisions of this Bond inure shall have a right of action to recover hereon in any suit brought to foreclose liens as provided by the Mechanics Lien Laws and Public Work Lien Laws of the State of California, or in a separate suit brought hereon. No final settlement or compromise between the District and the Developer shall abridge the right of any beneficiary hereunder to pursue such remedies as may be provided such beneficiary by California Law.

IN WITNESS WHEREOF, this Labor and Material Payment Bond is executed on the ____ day of _____, 20____ in the City of _____, County of _____, State of California.

[Seal]

“PRINCIPAL”

[Seal]

“SURETY”

State of California }
 } ss
County of _____ }

Subscribed and sworn to before me this ____ day of _____, 20____, at _____, California.

Notary Public

1) No _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, (2) _____ hereinafter called "Principal", and (3) _____ of _____, hereinafter called "Surety", are held and firmly bound unto the Nevada Irrigation District, Post Office Box 1019, Grass Valley, California 95945, hereinafter called "Obligee", in the sum of (5) _____ Dollars, (6)(\$_____) for the payment of which, well and truly to be made, the said Principal and Surety bind themselves, jointly, severally, and firmly by these presents together with their heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas, the said Principal has entered into a certain Agreement with the Obligee (filed in District's office as "xx") dated (7)_____, this Maintenance Bond being Exhibit "F" of that Agreement, for the construction and the installation of water system improvements and all appurtenances thereto, the conditions of said Agreement being made a part hereof, wherein Principal agrees to repair, maintain, and remedy the water system improvements and all appurtenances for a period of one year following the date of Obligee's acceptance of the conveyance of the water system improvements and appurtenances.

NOW, THEREFORE, if the Principal shall maintain and remedy said work free from defects in materials and workmanship for a period of one year following the date on which the Board of Directors of the Obligee formally accepts conveyance of work described herein, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, this Maintenance Bond is executed on the ____ day of _____, 20____, in the City of _____, County of _____, State of California.

(Seal) _____ (8)

(If Applicable) _____

(9)
By _____
"PRINCIPAL"

(Seal) _____ (10)

(11)
By _____
"SURETY"

(12) Address _____

State of California }
 }
County of _____ } ss

Subscribed and sworn to before me this ____ day of _____, 20____, at _____, California.

Notary Public

- (1) Surety's Bond number for reference.
- (2) Same as "Developer" in Conveyance Agreement.
- (3) Full name of Surety Company.
- (4) State in which it was duly organized.
- (5) Amount as agreed to by District Engineer - spell out.
- (6) Numerical dollar amount.
- (7) Date of Agreement with the District.
- (8) Type or print Principals (correct) Corporate, Partnership, or individual's name, as the case may be.
- (9) Signature and seal, if applicable, must be witnessed and notarized.
- (10) Type or print Surety's corporate name.
- (11) Signature and seal must be witnessed and notarized. If signator for Surety is Attorney-in-fact, attach the proper Power of Attorney.
- (12) Enter mailing address of Surety for purposes of giving any notice pursuant to this Maintenance Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____ State of _____ hereinafter called the "Surety", are held and firmly bound unto Nevada Irrigation District, hereinafter called "Owner", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS such that WHEREAS, the Principal entered into a certain agreement with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of the _____, including all appurtenances thereto, all as set forth in the attached agreement.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such agreement, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the developer shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Performance Bond

ZZ

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

(Seal)

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(Seal)

(Witness as to Surety)

(Address)

Principal

By _____

(Address)

Surety

By _____
Attorney-in-Fact

(Address)

NOTE: Date of Bond must not be prior to date of Agreement.

- 1) Correct name of Developer.
- 2) A Corporation, A Partnership, or an Individual, as case may be.
- 3) Correct name of Surety.
- 4) If Principal is a Partnership, all partners must execute bond.

**NEVADA IRRIGATION DISTRICT
1036 W. Main Street, Grass Valley, CA 95945
(530) 273-6185**

VARIANCE REQUEST

District regulations require, at least 50 percent of the parcel, but in no case less than 50 feet, must be fronted by a minimum 8-inch diameter water main. Owner hereby applies for a variance to District Regulations per Section 10.08. Consideration for approval of a variance is based upon the District's ability to provide treated water service to the subject property while maintaining orderly development of the water system.

(Please Type or Print Legibly)

Owner's Name _____

Authorized Representative _____

Contact Mailing Address _____

City _____ **State** _____ **Zip** _____

Contact Telephone Number _____ **Fax Number** _____

Property Address _____

County _____ **Assessor's Parcel Number(s)** _____

Present Zoning _____ **Can property be further divided?** _____

Does an auxiliary water supply exist? Yes _____ **No** _____

If yes check type: Well _____ **Spring** _____ **Irrigation Service** _____ **Other** _____

Desired Service Size: 5/8" _____ **3/4"** _____ **1"** _____ **Other** _____

Residential _____ **Commercial/Industrial** _____ **# Units** _____

A nonrefundable Administrative Processing Fee of \$175 is due with this request.

CERTIFICATION:

"I declare under penalty of perjury that I have received written permission of the owner(s) of Parcel No(s) _____, to install, maintain, and repair my privately owned service line from the District's meter to my Parcel No _____. I will defend and indemnify District from any claims or demands or damages arising or alleged to have arisen from my use and maintenance of my service line."

Property Owner's Signature _____ **Date** _____

THIS SIDE TO BE COMPLETED BY DISTRICT

Parcel/Lot Number(s)

Tax Area Code(s) _____ Inside District: Yes _____ No _____

Prior Variance Request(s) _____

Right of Way

- Existing right-of-way effecting the property or project? Yes _____ No _____
- If yes, Book _____ Document _____ (Of Record) Page _____ Deed _____
- Comments:

By _____ Date _____

Operations Department

- Comments:

By _____ Date _____

Engineering Department

- Pressure constraints:
- Comments:

By _____ Date _____

Customer Service

- Standby Factor _____ From _____ To _____
- Improvement District _____ Buy-In Fee _____
Reimbursement Agreement include variances? (Name agreement) _____

NEVADA IRRIGATION DISTRICT
 1036 W. Main Street
 Grass Valley, CA 95945-5424
 530-273-6185

TEMPORARY SERVICE LOCATION REQUEST

District regulations require that at least 50 percent of the parcel, but in no case less than 50 feet, must be fronted by a minimum 8-inch diameter water main. In lieu of installing more than 300-feet of water main at this time, applicant is hereby applying for a temporary service location in accordance with "Pilot Policy for Temporary Service Location".

Attached is an 8½" x 11" scaled drawing or map showing the proposed temporary service location and temporary service line, along with written permission by all property owners affected by the proposed temporary service line.

(Please Type or Print Legibly)

Owner's Name _____

Authorized Representative _____

Contact Mailing Address _____

City _____ **State** _____ **Zip** _____

Contact Telephone Number _____ **Fax Number** _____

Property Address _____

County _____ **Assessor's Parcel Number(s)** _____

Present Zoning _____ **Can property be further divided?** Yes
 No

Existing domestic water supply: Well; Spring; Irrigation Service;
Other _____

Desired Service Size: 5/8"; 3/4"; 1"; Other _____

A nonrefundable Administrative Processing Fee of \$175 is due with this request.

Property Owner's Signature _____ **Date** _____

This side to be completed by District

Parcel/Lot Number(s) _____

Tax Area Code(s) _____ Inside District? Yes
 No

Prior Temporary Service Location Request(s) _____

Right of Way

- Existing right-of-way affecting the property or project? Yes No
- If yes, Book _____ Document _____ (Of Record) Page _____ Deed _____
- Comments:

By _____ Date _____

Operations Department

- Comments:

By _____ Date _____

Engineering Department

- Pressure constraints: _____
- Comments:

By _____ Date _____

Customer Service

- Improvement District _____ Buy-In Fee _____
- District Financed WLE _____ Buy-In Fee _____
- Other Financing District _____ Buy-In Fee _____
- Reimbursement Agreement? (Name agreement) _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 West Main Street
Grass Valley, CA 95945-5424**

APN: xx-xxx-xx-xxx

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT FOR
TEMPORARY WATER SERVICE AND CONTRIBUTION FOR
FUTURE TREATED WATER MAIN EXTENSION
XXXXXXX**

This agreement, made on the ___ day of _____, 20__, by and between the NEVADA IRRIGATION DISTRICT (“DISTRICT”), an irrigation district formed and existing pursuant to Division 11 of the Water Code of the State of California, and XXXXXXXXXXX (“CUSTOMER”), authorizes a temporary domestic water service to the Customer, subject to certain conditions and obligations, and provides for the termination of such temporary water service upon the installation of future treated water mainline facilities (“FUTURE MAIN”) fronting or abutting CUSTOMER’S PROPERTY and further provides as follows:

RECITALS

WHEREAS, Customer is the owner of a parcel of land located at XXXXXXX, CA XXXXXXX, known as Assessor Parcel No. XX-XXX-XXX-XX, of XXXXXXX County, and more particularly described in vesting deed recorded on _____, Document Number _____, of XXXXXX County Records referred to as Exhibit “A”, attached hereto and by this reference incorporated herein (“PROPERTY”); and

WHEREAS, CUSTOMER desires potable water service from DISTRICT and such service cannot be provided under DISTRICT’S established rules because PROPERTY is not fronted by a treated water main, and more than 300 feet of pipeline must be installed to provide a permanent water service to PROPERTY meeting DISTRICT’S rules for service; and

WHEREAS, CUSTOMER can access a DISTRICT treated water main that does not front PROPERTY through an easement, or easements, from neighboring property owners; and

WHEREAS, in lieu of installing more than 300-feet of mainline extension at this time, CUSTOMER is agreeable to pay CUSTOMER’S fair share of the FUTURE MAIN to be built by others, and has requested approval for a Temporary Service Location (“TSL”) from DISTRICT until such FUTURE MAIN is constructed; and

WHEREAS, the TSL provides for a connection to DISTRICT'S treated water pipeline on **XXXXXXX Road** until a permanent service location is available, in accordance with the rules and regulations of DISTRICT, from the FUTURE MAIN; and

WHEREAS, in addition to paying all capacity charges and meter installation fees for the temporary and future connections to the DISTRICT pipelines, CUSTOMER is willing to contribute to the cost of the FUTURE MAIN based on DISTRICT'S estimates and formula for Treated Water Main Contribution ("TWM CONTRIBUTION"), as identified herein.

AGREEMENT

NOW THEREFORE, DISTRICT and CUSTOMER agree as follows:

1. DISTRICT hereby approves CUSTOMER'S request for a TSL to provide treated water to the PROPERTY, in the approximate location shown on **Exhibit "X"**, attached hereto, and subject to CUSTOMER'S payment of all charges and fees, and compliance with all terms of this Agreement.

2. Easements. CUSTOMER has obtained all necessary easements from neighboring property owners for the construction and maintenance of a temporary service line to the point of connection for the TSL, and all such easements are recorded with the County Recorder of **XXXXXX** County, with a conformed copy of such recording on file with the DISTRICT.

3. Fees and Charges. CUSTOMER has paid the current connection fee for the TSL connection to the existing water main, and the current capacity charge for a **XX**-inch service. In addition, CUSTOMER has paid an amount equal to an additional connection fee representing the estimated costs for the relocation and future connection to the FUTURE MAIN at the permanent location, and any other related fees required by DISTRICT rules and regulations. For the purpose of this Agreement, current fees and charges shall mean the DISTRICT rates, fees, or charges that are in effect at the time of payment by CUSTOMER.

4. Contribution to the Future Main. CUSTOMER and DISTRICT understand and agree that the FUTURE MAIN will benefit CUSTOMER, that CUSTOMER desires to pay CUSTOMER'S fair share thereof, and that the TSL is not intended to be a permanent point for delivery of water service to CUSTOMER'S parcel. Therefore, CUSTOMER and DISTRICT agree that approval of this TSL does not reduce or eliminate CUSTOMER'S obligation to pay the pro-rata share of the FUTURE MAIN, and that the actual cost for the FUTURE MAIN, and CUSTOMER'S prorata share of that cost, can only be estimated at this time. Therefore, CUSTOMER agrees to contribute and the District acknowledges receipt of **\$X,XXX.XX** to the actual cost of the FUTURE MAIN, based on DISTRICT'S estimate and formula for a Treated Water Main, and both CUSTOMER and DISTRICT agree that the TWM CONTRIBUTION represents a reasonable pro-rata share of the current estimated cost of the FUTURE MAIN, including the costs for design, surveying, inspection, installation and materials, construction staking, and project management. No further contribution will be required of CUSTOMER for FUTURE MAIN unless PROPERTY subdivides.

The DISTRICT shall deposit the TWM CONTRIBUTION in an interest bearing account for use in funding the FUTURE MAIN by a private water line extender, DISTRICT, or another public agency.

5. Connection to the Future Main. Upon completion of the FUTURE MAIN, DISTRICT will install a meter to the FUTURE MAIN at the permanent service location fronting the PROPERTY, or at such other location as is consistent with DISTRICT'S rules and regulations. DISTRICT shall notify CUSTOMER of the meter availability at the permanent service location and provide CUSTOMER with 30 days notice of the termination of the TSL. Upon receipt of such notification, CUSTOMER shall re-plumb water service to the permanent meter location. All CUSTOMER'S costs that are necessary for disconnection from the TSL and of reconnecting the CUSTOMER'S buildings to the permanent service location, including the cost of all piping, trenching, valves, and landscape restoration shall be borne by the CUSTOMER. DISTRICT will remove the meter at the TSL and cut CUSTOMER'S service line connected thereto at any time after the expiration of said 60 days after it provides the notice specified above.

6. Single Use. Water service in accordance with this Agreement shall be for one single-family residence only - which may include one "granny unit," on the PROPERTY. Service to additional dwellings or parcels shall terminate this TSL.

7. Title. Grant of this TSL and related provision of domestic water service, and DISTRICT'S right to terminate said TSL upon notice of a permanent meter location constitutes a covenant running with and benefiting and burdening the PROPERTY, and further constitutes an equitable servitude running with said PROPERTY and may be enforced against CUSTOMER, the heirs, successors and assigns, at such time as said permanent service location has been provided by DISTRICT.

8. Termination. As and for further consideration of this TSL approval by DISTRICT, CUSTOMER, the heirs, successors and assigns, hereby agree that water service to be provided to the PROPERTY is subject to discontinuance by DISTRICT in the event of a breach of this Agreement by CUSTOMER, the heirs, successors and assigns.

THIS AGREEMENT is made by the undersigned parties on the date first written above, at Grass Valley, California.

CUSTOMER

NEVADA IRRIGATION DISTRICT (DISTRICT)

By: _____
XXXXXXXX

By: _____
President of the Board of Directors

[Notarize all signatures]

NEVADA IRRIGATION DISTRICT
 1036 W. Main Street
 Grass Valley, CA 95945-5424
 530-273-6185

**DISTRICT FINANCED WATERLINE EXTENSION PROGRAM
 APPLICATION**

District regulations require that at least 50 percent of the parcel, but in no case less than 50 feet, must be fronted by a minimum 8-inch diameter water main. The applicant is hereby applying for the District Financed Waterline Extension Program in accordance with Section 10.20 of District Rules and Regulations relating to Water Service.

(Please Type or Print Legibly)

Owner's Name _____

Contact Mailing Address _____

City _____ **State** _____ **Zip** _____

Contact Telephone Number _____ **Alternate Number** _____

Property Address _____

County _____ **Assessor's Parcel Number(s)** _____

Present Zoning _____ **Can property be further divided?** Yes
 No

Existing domestic water supply: Well; Spring; Irrigation Service;
Other _____

Desired Service Size: 5/8"; 3/4"; 1"; Other _____

*A nonrefundable Administrative Processing Fee of \$175 is due with this request
 and will be collected at the time of application.*

Property Owner's Signature _____ **Date** _____

THIS SIDE TO BE COMPLETED BY DISTRICT

Parcel/Lot Number(s) _____

Tax Area Code(s) _____ Inside District? Yes
 No

Prior Temporary Service Location Request(s) _____

Right of Way

- Existing right-of-way affecting the property or project? Yes No
- If yes, Book _____ Document _____ (Of Record) Page _____ Deed _____
- Comments:

By _____ Date _____

Operations Department

- Comments:

By _____ Date _____

Engineering Department

- Pressure constraints: _____
- Comments:

By _____ Date _____

Customer Service

- Improvement District _____ Buy-In Fee _____
- District Financed WLE _____ Buy-In Fee _____
- Other Financing District _____ Buy-In Fee _____

Reimbursement Agreement? (Name agreement) _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945-5424

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**FUNDING AGREEMENT
for [NAME]**

(District Financed Waterline Extension)
[Road Name] Waterline Extension

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "PARTICIPANT", sets forth the terms and condition under which District shall provide the up-front financing for the installation of a treated water pipeline to serve lands of PARTICIPANT and lands of other beneficiaries and by which PARTICIPANT shall pay back amounts advanced by DISTRICT with billings for bi-monthly water charges.

RECITALS

WHEREAS,

1. PARTICIPANT is the owner of _____ County Assessor Parcel Number _____, hereinafter referred to as "PARCEL." PARCEL, having a site address of _____, is described in vesting deed recorded on _____, at Document Number _____, _____ County Records, and is generally shown as "PIQ" (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".
2. PARCEL does not currently have DISTRICT treated water service available.
3. PARTICIPANT owns one parcel in a group of several other participating parcels, the owners of which also desire treated water service from DISTRICT.
4. DISTRICT has completed a water service study to determine requirements for water service availability to the PARCEL and other parcels participating in the project all as shown in Exhibit "A". The water system improvements required to provide service are known as the _____ Waterline Extension Project, and are shown schematically in Exhibit "A", and are collectively referred to herein as "WLE".
5. DISTRICT'S regulations provide for the extension of waterlines at the request of landowners whose land is otherwise eligible for service upon payment by landowners of the cost of said extension. PARTICIPANT has requested consideration by DISTRICT of

extending a waterline to PARCEL, and other parcels that can benefit therefrom, with the costs to be advanced by DISTRICT in consideration for PARTICIPANT'S promise to remit its share thereof through monthly installment payments.

6. DISTRICT'S regulations further provide that before water service can be provided to any parcel(s), an acceptable agreement securing payment of charges for all DISTRICT'S capital facilities must be executed prior to the time of connection. Included within such charges are the District's System Capacity Charge, the Connection Fee, and the costs of any pipeline needed to extend service from the nearest DISTRICT mainline to the parcel(s) to be served. These charges are generally referred to collectively hereafter as a "connection charge."
7. DISTRICT is willing to provide treated water service to the PARCEL by extending DISTRICT facilities.
8. DISTRICT will advance funding for the WLE provided PARTICIPANT, as PARCEL owner, agrees to repay the fair share of the actual total project cost for providing water service to PARCEL, including a surcharge required to restore to DISTRICT its interest income that was lost due to the advance, and provided further that all other parcels participating in the WLE agree to equivalent terms and conditions.
9. PARTICIPANT will repay DISTRICT'S advance of the connection charge through payment of a service extension charge billed in installments by DISTRICT in addition to the regular treated water charge billed to PARTICIPANT for water service to the PARCEL. The service extension charge shall be separately shown on the bill remitted for bi-monthly water service charges.
10. PARTICIPANT agrees the service extension charge is a connection charge the payment of which in full is a pre-requisite to service to the PARCEL.
11. PARTICIPANT agrees that the service extension charge will be treated as a connection charge for billing and collection purposes and that DISTRICT may secure payment thereof by discontinuance of service. PARTICIPANT agrees that the unpaid balance of the PARCEL'S *Total Charge*, as defined below, shall be considered a lien against the PARCEL, and is currently due and owing as set forth herein.

NOW, THEREFORE, the parties mutually agree as follows:

A. DEFINITIONS:

1. PARTICIPANT: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
2. Participating Parcels: Those parcels identified in Exhibit "A" by their Assessor Parcel Numbers and by which owner(s) have executed a valid Treated Water Service Extension Agreement, including the PARCEL as identified herein. For the purposes of this agreement, the total number of *Participating Parcels* is set at _____.
3. Waterline Extension (WLE): All DISTRICT facilities required to provide treated water service to the participating parcels shown in Exhibit "A", including but not limited to, pipelines and appurtenances, fire hydrants, service assemblies, pressure reducing stations, pump stations, storage tanks, land, and easements.
4. Estimated Project Cost: Total project cost as estimated by DISTRICT for purposes of defining PARCEL'S obligations under this agreement, said estimate being shown in Exhibit "B" attached hereto and made a part hereof.

5. Total Project Cost: All costs associated with the design and installation of the WLE, including but not limited to, pre-design, compliance with the California Environmental Quality Act, design, land and easement acquisition, construction contracts, inspection, construction contract administration, consulting services, administration of consulting service agreements, and all DISTRICT material, labor, and equipment, including overhead.
6. PARCEL'S Share: PARCEL'S *Share* of the *Estimated Project Cost* as calculated in Exhibit "C" attached hereto and made a part hereof. PARCEL'S *Share* shall be adjusted to reflect the actual *Total Project Cost*. The actual *Total Project Cost* shall not exceed the *Estimated Project Cost* for the purposes of calculating PARCEL'S *Share*.
7. PARCEL'S Total Charge: PARCEL'S *connection charge*, composed of capacity charge(s), meter installation charges for the requested 5/8" water meter(s), and PARCEL'S *Share*, less any cash deposits required herein, all as calculated in Exhibit "C". See Exhibit "D" attached hereto and made a part hereof for Schedule 4-A (Capacity and Meter Installation Charges).
8. Payment Recovery Period: The number of months allowed for recovering project costs advanced by District, including a surcharge. For the purposes of this agreement, the *Payment Recovery Period* shall be set at 240 months.
9. Base Monthly Recovery Charge: The monthly charge required to recover PARCEL'S *Total Charge* over the *Payment Recovery Period*, all as calculated in Exhibit "C".
10. Surcharge Multiplier: An integer applied to the *Base Monthly Recovery Charge* for as long as any portion of PARCEL'S *Total Charge* is outstanding that reflects the interest earnings lost by District as a result of funding the WLE. For the purposes of this agreement, the *Surcharge Multiplier* shall be as calculated in Exhibit "C".
11. Service Extension Charge (SEC): The *Base Monthly Recovery Charge* plus the amount derived by the *Surcharge Multiplier*, all as calculated in Exhibit "C". The *Service Extension Charge*, herein after referred to as "SEC", shall be added to the monthly treated water bill for the PARCEL as a line item separate from the consumptive use charges.
12. Subdivision of a Parcel: Any action that creates two or more parcels or separate residential units, including but not limited to condominiums or town homes, which will be described by separate deeds.

B. GENERAL:

1. This agreement shall be recorded with _____ County.
2. DISTRICT agrees to design and construct, or cause the design and construction of the WLE shown in Exhibit "A". WLE design and construction includes, but is not limited to, pre-design, compliance with CEQA, design, land and easement acquisition, construction, inspection, consulting agreement administration, and construction contract administration. PARTICIPANT agrees that DISTRICT will not be required to contract for construction but may, in its sole discretion, perform any and all above-described project functions with its own employees, material, and equipment.

3. PARTICIPANT agrees that water service will not be available to the PARCEL until DISTRICT completes construction of the WLE shown in Exhibit "A". DISTRICT agrees to diligently pursue construction and completion of the WLE.
4. District does not guaranty a completion date. PARTICIPANT agrees that DISTRICT has many priorities, including other demands for water service, regular operations and maintenance duties, and emergencies, all of which may take precedence over completion of the WLE project within the timeframe expected by PARTICIPANT. PARTICIPANT agrees to hold DISTRICT harmless for any damages or losses caused in whole or in part by any delay in completion of the WLE.
5. PARTICIPANT agrees that PARCEL'S *Total Charge* constitutes a connection charge for the parcel, and although it will be paid through monthly SEC charges for the term of this agreement, payment is a pre-requisite to water service to the PARCEL. PARTICIPANT agrees that the PARCEL'S *Total Charge*, as specified in this agreement, is due, and payable in accordance with the terms of this agreement, at connection and it shall be a lien against the PARCEL.
6. If actual Total Project Costs exceed the Estimated Project Cost, DISTRICT shall not seek reimbursement for such additional costs from participating parcel(s). PARCEL'S *Share* shall not exceed that calculated in Exhibit "C".

C. PARTICIPANT'S DEPOSIT:

PARTICIPANT has paid to DISTRICT a good-faith deposit of [Deposit Amount] as calculated in Exhibit "C"; receipt of which is hereby acknowledged. PARTICIPANT'S deposit shall be aggregated with all other deposits received from Participating Parcels. PARTICIPANT agrees that District shall not refund any part of PARTICIPANT'S prorated share of the aggregated total deposit required to reimburse DISTRICT for work performed, and materials and equipment supplied; including overhead charges. The unused balance of said deposit shall be refunded if the DISTRICT fails to provide treated water service through its own actions, not caused nor contributed to by any one participant or group of participants, or due to actions not within the control of DISTRICT, or this agreement is terminated by mutual agreement between DISTRICT and PARTICIPANT.

D. APPLICATION FOR WATER SERVICE:

1. PARTICIPANT has signed and returned a Water Service Application Form for the 5/8" meter(s) requested, a copy of which is attached hereto, marked Exhibit "E" and made a part hereof.
2. PARTICIPANT may request and obtain a service size larger than a 5/8" meter. PARTICIPANT agrees to pay any additional capacity and meter installation charges at the then current rate, and PARTICIPANT further agrees to apply for, obtain, sign and return a revised Water Service Application Form, and pay 100% of such additional charges prior to DISTRICT completing construction of the water system improvements. Failure to complete a revised service application and pay such additional charges shall result in the installation of the 5/8" meter(s).
3. Should DISTRICT, either before or after the commencement of service determine, in its sole discretion, that a backflow prevention device is required, PARTICIPANT shall sign a revised Service Application Form and pay the appropriate fees. Should

PARTICIPANT fail to complete a revised service application, including the payment of fees, the service assembly shall be locked in the "off" position and will remain locked until a Water Service Application Form has been submitted and appropriate fees paid, and the DISTRICT has installed and tested the backflow prevention device. Meanwhile, the monthly water bill shall continue and shall include among other charges the SEC. The water bill, notwithstanding the fact that water is not being used, must be paid in a timely manner and in full. Failure to do so shall cause the water bill to become delinquent.

E. WATER BILL:

1. PARTICIPANT agrees that the SEC as defined herein shall be added to the bi-monthly bill for treated water associated with PARCEL. The SEC payments will begin after the District accepts the waterline into the distribution system and the project costs have been reconciled. The SEC will be shown on the bill as a line item separate from charges for water actually used, PARTICIPANT agrees that the SEC is a connection charge the payment of which is a pre-requisite for water service to PARCEL. Failure to pay any portion of the total bill will result in the bill becoming delinquent.
2. PARTICIPANT agrees that once the SEC has been calculated and first appears on a water bill, the SEC shall not change for the duration of this agreement.

F. FAILURE TO PAY THE SEC:

1. PARTICIPANT understands and agrees that failure to pay the bi-monthly portion of the SEC, in part or in whole, shall cause the water bill to become delinquent and may result in the termination of treated water service to the PARCEL and removal of the water meter. For the purposes of this agreement, a water bill shall be considered delinquent at the end of the fifth working day after District issues a service turn-off notice. Also, for the purposes of this agreement, the water bill shall be considered delinquent immediately upon DISTRICT issuing a subsequent notice of turn-off if such notice is issued to the same owners of a *Participating Parcel*. DISTRICT Rules and Regulations in effect at that time shall determine the circumstances under which a turn-off notice is issued.
2. PARTICIPANT agrees that once the water bill becomes delinquent as defined above, water service shall be subject to termination. PARTICIPANT agrees that water service shall not be restored until such time as all delinquent amounts, including but not limited to, all past SEC charges, DISTRICT normal and customary water charges, delinquent charges, interest charges, and service charges have been paid in full.
3. PARTICIPANT agrees that nothing herein shall prohibit DISTRICT from utilizing all other methods for collection of delinquent charges, including delinquent SEC charges, permitted under the California Water Code or other applicable law and consistent with the nature of the PARCEL'S *Total Charge* lien created hereby.
4. PARTICIPANT agrees that PARCEL'S *Total Charge* is not a charge for consumptive water used through the meter nor is it a debt that is personal to PARTICIPANT, but is a connection charge, which is due and owing as a condition to water service being made available to the PARCEL. PARTICIPANT agrees that all delinquent SEC charges, including all SEC late fee penalties, shall be included in the unpaid PARCEL'S *Total Charge* lien against the PARCEL, as set forth in paragraph B.5, above. Should any portion of PARCEL'S *Total Charge* not be paid, for any reason,

then such unpaid amount shall remain an obligation of the parcel to be paid prior to service being restored, notwithstanding any sale, transfer, or other change of ownership of the PARCEL.

5. PARTICIPANT agrees that the entire amount of PARCEL'S *Total Charge* lien created hereby shall become due and owing by the PARCEL sixty (60) days after any SEC charge payments become delinquent. PARTICIPANT agrees that DISTRICT may take all necessary action to enforce the lien allowed under the California Water Code or other applicable law.
6. The lien on the PARCEL shall not restrict DISTRICT'S authority to terminate service for delinquent accounts, it being understood that District may seek either of such remedies in its discretion.
7. The PARCEL'S *Total Charge* lien pursuant to paragraph B.5, above, shall terminate upon payment in full of PARCEL'S *Total Charge*.

G. PRE-PAYMENT OF PARCEL'S TOTAL CHARGE:

1. DISTRICT agrees to accept without penalty or prepayment charge, prepayment of all or a minimum portion of the then remaining balance of PARCEL'S *Total Charge* as allowed herein. Prepaid amounts will not include the *Surcharge Modifier*.
2. Upon receiving a prepayment conforming to the above criteria, DISTRICT shall determine the remaining months in PARTICIPANT'S *Payment Recovery Period*, effective at the time of receipt of such prepayment, by deducting the number of prior SEC payments received from PARTICIPANT'S *Payment Recovery Period* taking into account any other such adjustments to PARTICIPANT'S *Payment Recovery Period* as allowed herein and elsewhere in this agreement.
3. The remaining balance of PARTICIPANT'S *Payment Recovery Period* shall be reduced by the number of months equal to the pre-payment amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any remaining portion of the prepayment represented as a fraction of a month will be placed as a credit on the PARCEL water account.
4. DISTRICT agrees that the SEC shall be removed from the water bill for PARCEL at such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period* reaches zero. All other applicable water charges shall remain in full force and effect in accordance with DISTRICT'S rules and regulations.

H. SUBDIVISION OF PARCEL:

1. PARTICIPANT shall notify DISTRICT of subdivision of the PARCEL not less than 10 days prior to recording a parcel map or final map.
2. Upon subdividing the PARCEL, the DISTRICT shall assign, at its sole discretion, the existing water service account (and meter) to one of the newly created lots or units. In general, the account will be assigned to a new parcel having adequate frontage on the WLE and will not necessarily be assigned to a newly created parcel containing the residence that enjoyed prior use of the treated water service. The then unpaid balance of PARCEL'S *Total Charge* shall constitute a lien against the PARCEL to which the existing water service account is assigned.

I. GENERAL REIMBURSEMENT:

1. DISTRICT will collect a *Reimbursement Charge* as defined by the District's Reimbursement Policy, from non-participating parcels at the time water service to such non-participating parcels are connected to the WLE
2. DISTRICT will collect a *Reimbursement Charge* from parcels created by subdividing a participating parcel when such newly created parcel or parcels request new service and are connected to the WLE.

L. TRANSFERS & DUE ON TRANSFER CLAUSE:

This agreement benefits and burdens the PARCEL and shall constitute a covenant running with the PARCEL, and it shall bind the heirs, successors and assigns of PARTICIPANT.

Upon any sale, conveyance, assignment, or other transfer of the PARCEL, except transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current property owners, spouse, or immediate family member, any unpaid portion of the *Total Charge* will be immediately due and payable in full.

M. TERMINATION:

This agreement shall terminate and be of no further force or affect at such time that PARCEL'S *Total Charge* has been paid in full.

N. NOTICES:

The mailing addresses of DISTRICT and PARTICIPANT for the purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT:

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945-5424

PARTICIPANT:

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By _____
Board President

By _____

By _____
Board Secretary

By _____

(Notarize all signatures by Acknowledgement)

NEVADA IRRIGATION DISTRICT
QUITCLAIM APPLICATION

Date:

Please furnish the following information:

1. Name of facility _____

2. Property Location (Use Assessor's Plat, or provide following info.):

Assessor's Parcel No. _____ Section _____ T _____ N., R _____ E.

3. Lot No. _____ of Parcel Map or Subdivision Map Number _____

4. Copy of deed vesting title to property.

5. Title is to be granted in the name of:

Please note: A \$150 nonrefundable fee is required. (Recording fees not included). An additional \$100 fee will be applied if Board approval is required; a determination of which will be made at the time of application.

Nevada Irrigation District does not imply or warrant that the Quitclaim Deed will be approved and/or granted because of the acceptance of the required fee and/or this application.

Signature of Applicant

Mailing Address

City, State, Zip

Phone

Accepted By

Date, Job Number

NEVADA IRRIGATION DISTRICT

EASEMENT APPLICATION

Date:

Please furnish the following information:

1. Name of facility _____

2. Property Location (Use Assessor's Plat, or provide following info.):

Assessor's Parcel No. _____ Section _____ T _____ N., R _____ E.

3. Lot No. _____ of Parcel Map or Subdivision Map Number _____

4. Copy of deed vesting title to property.

5. Title is to be granted in the name of:

Please note: A \$250 nonrefundable fee is required. (Recording fees not included).
An addition to the nonrefundable fee, a payment for the value of the
easement, as determined by the District will be required.

Nevada Irrigation District does not imply or warrant that the Easement
Deed will be approved and/or granted because of the acceptance of
the required fee and/or this application.

Signature of Applicant

Mailing Address

City, State, Zip

Phone

Accepted By

Date, Job Number

**NEVADA IRRIGATION DISTRICT
ENCROACHMENT APPLICATION**

E.P. No.:

The undersigned hereby applies for permission to encroach upon a Nevada Irrigation District facility, easement, or right of way at the following location:

Assessor's Parcel No.:

County:

The entire Scope of Work includes the following (provide accurate description, work area/location, sketch, etc.):

PROVISIONS GOVERNING THIS AUTHORIZATION

1. **PROPERTY INTEREST.** This Authorization is valid only for the purposes specified herein and neither the Authorization nor use thereunder shall create an easement, right of way or other interest in real property.
2. **EXTENT OF USE UNDER AUTHORIZATION.** The right to use structures or installations shall be limited to the Applicant, the Applicant's agents and employees; Nevada Irrigation District (hereinafter referred to as the "District") having the right of ingress and egress across any structure or installation at any time and all times.
3. **MAINTENANCE AND REPAIR.** The Applicant shall maintain and repair the installation at all times at his sole cost and expense and in a condition satisfactory to the District's Manager. Should the Applicant neglect to promptly make repairs, the District may make repairs or have repairs made and the Applicant shall pay all costs and expenses.
4. **DAMAGE TO DISTRICT CANALS OR OTHER STRUCTURES.** The Applicant shall promptly repair, at his own cost, any damage caused to the District's canals, ditches or structures due to work under this Authorization to the satisfaction of the District's Manager. Should the Applicant neglect to promptly make repairs, the District may make repairs or have repairs made and the Applicant shall pay costs.
5. **REVOCAION.** The District may revoke or cancel this Authorization upon giving notice to the Applicant of intent to cancel or revoke this Authorization and upon giving the Applicant an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, the District shall give written notice of its decision to either revoke or cancel this Authorization or to maintain this Authorization and its conditions in full force and effect. Upon receiving notice of revocation, the Applicant, at the Applicant's cost, must remove the physical encroachment and restore the facility to its original condition. If the Applicant fails to satisfactorily remove the encroachment, the District will complete the work at the Applicant's sole cost.
6. **UNPAID CHARGES.** In the event the Applicant fails to pay the District's cost for labor, materials and supplies, after being billed by the District, that are incurred under Provisions 3, 4 and 5 of this

Authorization, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Applicant, within the District boundaries, all pursuant to Water Code Section 25806.

- 7. **LIABILITY.** The Applicant shall assume entire responsibility for all activities and uses under this Authorization and shall save the District free and harmless from any and all expense, cost or liability in connection with or resulting from the exercise of this Authorization, including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random silting of said reservoir and any or all aquatic life, including fish life within said reservoir.
- 8. **COVENANTS.** The covenants, provisions, terms and conditions contained in this Authorization shall bind and burden the successors and assigns of this Authorization, as well as bind and benefit the successors and assigns of this Authorization, as well as bind and benefit the successors and assigns of the District.
- 9. **ISSUANCE.** This Authorization is issued under the Rules and Regulations Governing Physical Encroachment to District facilities, and is subject to the rules and regulations stated within.
- 10. **CONSTRUCTION.** All work shall be constructed at the Applicant's sole cost and expense in accordance with District plans and specifications attached hereto, subject to the approval of the District's Manager. The work area must also be cleaned to the satisfaction of the District's Manager.
- 11. **COMPLETION OF CONSTRUCTION.** If the Applicant does not complete construction to the District's satisfaction, within the time limit allowed, the District may, at its option, either complete the construction and installation of the physical encroachment or cause the removal of the physical encroachment. In either case, the Applicant shall bear all costs and expenses for labor, materials and supplies.
- 12. **WATER OUTAGES CAUSED BY CONSTRUCTION.** Prior to commencing construction or installation of any physical encroachments, which shall lie within, cross over or under District facilities, to such an extent as to cause a fluctuation or interference in District facilities, the Applicant shall notify the District of a possible need for an interruption in the flow of water through District works, commonly referred to as a "water outage." The District may arrange for the Applicant to provide a water outage at such time as is convenient to the District. The Applicant should provide the District with at least fourteen (14) days advance notice of the Applicant's plan to construct or install a portion of the physical encroachment within District facilities causing the interruption or interference with water flow, so that the District may properly plan for and arrange a water outage.

The undersigned has read all of the following provisions governing this Authorization and, if the Authorization is approved, agrees to perform the work in accordance with the provisions set forth herein.

Date:

Applicant:

Signature

Printed Name

*Mailing
Address*

Telephone(s)

RECORDING REQUESTED BY:

NEVADA IRRIGATION DISTRICT
NO FEE FOR RECORDING PER G.C. 6103
NO FEE PER G.C. 27383

AND WHEN RECORDED MAIL TO:

NEVADA IRRIGATION DISTRICT
ATTN.: ENCROACHMENTS
1036 WEST MAIN STREET
GRASS VALLEY, CA 95945-5424

County: _____ APN(s): _____ *SPACE ABOVE LINE FOR RECORDER'S USE*

ENCROACHMENT PERMIT

Grantor: NEVADA IRRIGATION DISTRICT Permit No.: _____ Deed No.: _____

Permittee: _____

Mailing Address: _____

Situs Address: _____

Description of Encroachment: _____

District Facility Affected: _____

Location of Encroachment: County: _____ APN(s): _____
Section(s) _____, Township _____ North, Range _____ East, M.D.M.

PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT

1. **PROPERTY INTEREST:** This permit is valid only for the purposes herein, and neither the Permit nor the use thereunder shall create an easement, right of way or other interest in real property.
2. **EXTENT OF USE UNDER PERMIT:** The right to use structures or installations shall be limited to Permittee's property, his agents and employees; Nevada Irrigation District (hereinafter referred to as the "District") having the right of ingress and egress across any structure, or installation at any and all times. District may from time to time, at its discretion, access the encroachment area to confirm use consistent with the authorization. Permittee's use of the encroachment area shall not interfere with District's operations. District may, without charge, use any improvements installed by Permittee within the encroachment area, as it deems necessary to conduct its operations.
3. **MAINTENANCE AND REPAIR:** Permittee shall maintain and repair installation at all times at his sole cost and expense and in a safe condition, satisfactory to the District's Manager. Should the Permittee neglect to promptly make repairs, the District may repair, replace, remove, or have such done and Permittee shall pay all costs and expenses. Permittee shall install any improvements and conduct any activities authorized by this permit in strict conformance with this authorization. Permittee shall not expand or otherwise modify the authorized use of the encroachment area, without first obtaining the written approval by the District.
4. **DAMAGE TO DISTRICT CANALS, DITCHES OR OTHER STRUCTURES:** Permittee shall promptly repair, at his own cost; any damage caused to the District's canals, ditches, structures, or facilities due to work under this permit, to the satisfaction of the District's standards and specifications. Should Permittee neglect to promptly make repairs, the District may make repairs or have repairs made and Permittee shall pay all costs.
5. **REVOCATION:** The District may, at its discretion, revoke or cancel this permit upon giving a thirty day notice to Permittee of intent to cancel or revoke permit and upon giving Permittee an opportunity to be heard regarding the cause of revocation or cancellation. Within ten (10) days subsequent to the requested hearing, the District shall give written notice of its decision to either revoke or cancel the permit, or to maintain the permit and its conditions in full force and effect. Upon receiving notice of revocation, the Permittee, at his cost, must remove the physical encroachment and restore the District facility to its original condition. If the Permittee fails to satisfactorily remove the encroachment, the District will complete the work at the Permittee's sole cost. Permittee shall assume all risk of loss as a result of revocation be it reliance on improvements, investments, or other.

- 6. UNPAID CHARGES: Costs incurred by the District under this permit are deemed charges for services furnished by the District within the meaning of Water Code Section 22280. If the Permittee fails to pay any and all costs for labor, materials, and supplies incurred under Provisions 3, 4, and 5 of this permit the District may add these charges to the annual assessment levied upon the land owned by the Permittee all pursuant to Water Code 25806.
- 7. LIABILITY: Permittee shall assume entire responsibility for all activities and uses under this permit and shall save the District free and harmless from any and all expense, cost, or liability in connection with, or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of up-stream random, silting of said reservoir area, and any, or all aquatic life, including fish life within said reservoir.
- 8. COVENANTS: The covenants, provisions, terms and conditions contained in this Permit shall bind and burden the successors and assigns of Permittee as well as benefiting the successors and assigns of the District.
- 9. ISSUANCE: This permit is issued under the Rules and Regulations Governing Physical Encroachments to District facilities and is subject to District Rules and Regulations, as they now exist and as hereafter duly promulgated, and Permittee shall at all times conform its improvements and activities to said Rules and Regulations. Permittee shall also comply with all applicable federal, state, and local laws and regulations, and obtain any such permits as required. Permittee shall be responsible for obtaining and producing authorization if required to do so. Permittee shall be responsible for obtaining and providing authorization from the owner of a subservient estate.

THE UNDERSIGNED, BEING THE LEGAL OWNER(S) OF THE SUBJECT PROPERTY OF THIS ENCROACHMENT PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED WITHIN.

Date: _____

Owner: _____
Signature

Date: _____

Owner: _____
Signature

Date: _____

Owner: _____
Signature

Approved this _____ day of _____, 20____ on behalf of and for:

NEVADA IRRIGATION DISTRICT

Remleh Scherzinger, P.E.
General Manager

DOCK ENCROACHMENT PERMIT APPLICATION

(This form supplements the Encroachment Construction Authorization)

THIS IS A (check one):

PRELIMINARY APPLICATION

A Preliminary Application is intended to result in a prompt, informal response indicating the advisability of a Formal Application for Development.

FORMAL APPLICATION FOR DEVELOPMENT PERMIT

A Formal Application for Development is subject to compliance with all applicable laws and District Regulations.

Name of Property Owner _____

Mailing Address _____ ZIP _____

Telephone Number _____

Assessor's Parcel No. _____

Contact Person (if other than property owner):

Name of Contact Person _____

Mailing Address _____ ZIP _____

Telephone Number _____

Is the proposed dock part of a related development project? _____

If "Yes", describe the project: _____

What provisions are proposed for public access to the dock? _____

Does the applicant claim the right to use the dock for commercial purposes? Yes _____ No _____

Signature of Property Owner

Date

SUBMITTALS TO ACCOMPANY APPLICATION

PRELIMINARY APPLICATION

1. A copy of the deed or contract under which the right to construct a dock is claimed.
2. A site plan and elevation view including dimensions.

FORMAL APPLICATION FOR DEVELOPMENT PERMIT

1. A copy of the deed or contract under which the right to construct a dock is claimed.
2. A copy of a current title report or a title insurance policy describing the property and identifying the owner.
3. Plans and specifications, including site plan and elevation view, prepared by a Civil Engineer in accordance with Section 14.05.03 and 14.05.05 of the District's Regulations.
4. A CEQA submittal in accordance with Section 14.05.06 of the District's Regulations. (The District may request additional information to meet the requirements of Public Resources Code Section 21080.1).
5. A narrative analysis of any adverse impacts on public safety and recreational use of the reservoir, and any proposed mitigation measures.
6. Identification of all other permits and public agency approvals required for construction and maintenance of dock facilities and any related development projects. District will require securing of all necessary permits and approvals.
7. Certification that site is not on any hazardous waste or substance list under Government Code Section 65962.5.
8. Verification of insurability in accordance with Section 14.05.07 of the District Regulations.
9. Proposed provisions for public access.

NOTE: APPLICANTS FOR FORMAL DEVELOPMENT PERMITS WILL BE NOTIFIED WHETHER THEIR APPLICATIONS ARE COMPLETE WITHIN 30 DAYS OF RECEIPT. THE DISTRICT MAY REQUEST THE APPLICANT TO CLARIFY, AMPLIFY, CORRECT, OR OTHERWISE SUPPLEMENT THE REQUIRED INFORMATION. STAFF DETERMINATIONS AS TO COMPLETENESS ARE SUBJECT TO APPEAL, WHICH WILL BE DECIDED WITHIN 60 DAYS. APPLICATION, ONCE COMPLETE, WILL BE APPROVED OR DENIED WITHIN 6 MONTHS IF BASED UPON A NEGATIVE DECLARATION OR EXEMPTION, AND WITHIN 1 YEAR IF BASED UPON AN ENVIRONMENTAL IMPACT REPORT. APPLICANTS, UPON WRITTEN REQUEST, WILL BE SENT NOTICE OF ANY PROPOSALS TO AMEND THE DISTRICT'S DOCK ENCROACHMENT PERMIT REGULATIONS.

Form 14-D

RECORDED AT REQUEST OF:

NEVADA IRRIGATION DISTRICT

WHEN RECORDED MAIL TO

Nevada Irrigation District

1036 W. Main Street

Grass Valley, CA 95945

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCK ENCROACHMENT PERMIT

PERMITTEE ADDRESS NO. ZIP

DISTRICT RESERVOIR AFFECTED PROPERTY TO WHICH DOCK IS APPURTENANT (SEE EXHIBIT "A" ATTACHED)

PROVISIONS GOVERNING THIS DOCK ENCROACHMENT PERMIT

1. EXTENT OF USE UNDER PERMIT: The right to install and use docks under this permit shall be limited to the Permittee, and his invitees, agents, and employees except insofar as the Permittee is otherwise obligated to provide public access.

2. MAINTENANCE AND REPAIR: Permittee shall maintain and repair the dock at his sole cost and expense. The dock shall be maintained in good and safe condition at all times.

3. COMPLIANCE WITH DISTRICT DOCK ENCROACHMENT REGULATIONS: Permittee shall comply with all District regulations applicable to dock encroachments.

4. PAYMENT OF RESERVOIR FEES: Watercraft owners or operators using Permittee's dock shall be subject to fees charged by the District, concessionaire or lessee, if any, for watercraft using the reservoir.

5. DAMAGE TO DISTRICT PROPERTY: Permittee shall promptly repair, at his own cost, any damage to District property due to work under this permit, to the reasonable satisfaction of the District.

6. REVOCATION: District may commence proceedings to revoke or cancel this permit only after giving written notice to Permittee and reasonable opportunity to correct any deficiency. If Permittee fails to make corrections in a timely manner, District may revoke the permit, upon giving written notice to Permittee of its intent to revoke the permit and reasonable opportunity to be heard regarding the cause for such revocation.

7. UNPAID CHARGES: In the event Permittee fails to pay annual permit administration fees or the District's cost for labor, materials, and supplies (after being billed by the District) that are incurred in correcting any deficiency hereunder, the District may add the unpaid charges for services rendered to the annual assessment levied upon the land owned by the Permittee within the District boundaries pursuant to Water Code Section 25806.

8. LIABILITY: Permittee shall assume entire responsibility for all activities and uses under this permit and shall hold the District free and harmless from any and all expense, cost, or liability in connection with, or resulting from the exercise of this permit including, but not limited to, property damage, personal injury, wrongful death, chemical treatment of water, cleaning operations of District ditches, any erosion of upstream random, silting of said reservoir area, and any, or all aquatic life, including fish life within said reservoir.

9. PUBLIC ACCESS REQUIREMENTS:

10. COVENANTS: The covenants, provisions, terms and conditions contained in this permit shall bind and burden the successors and assigns of Permittee as well as benefiting the successors and assigns of District.

11. ISSUANCE: This permit is issued under the Rules and Regulations Governing Physical Encroachments to District Facilities and is subject to the rules and regulations stated therein, including provisions for revocation.

THE UNDERSIGNED, BEING THE LEGAL OWNERS OF THE SUBJECT PROPERTY OF THIS PERMIT, HAVE READ ALL PROVISIONS GOVERNING THIS ENCROACHMENT PERMIT AND BY SIGNING AGREE TO COMPLY WITH ALL PROVISIONS INCLUDED WITHIN.

Name Date

Name Date

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley CA 95946**

APN «APN»

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GOVERNMENT BUSINESS: FREE

This is to certify that the recordation of this document is being requested by NEVADA IRRIGATION DISTRICT, a political subdivision of the State of California, pursuant to Government Code Section 6103.

AGREEMENT REGARDING DEFERRED PAYMENT OF FEES AND CHARGES

APN: «apn» County of: «County»

This agreement is made and entered into this «day» day of «month», «year», by and between NEVADA IRRIGATION DISTRICT, hereinafter referred to as "District", and «customer_name» and «Sec_cust_name», hereinafter referred to as "Customer".

R E C I T A L S

WHEREAS, District provides raw and treated water services to its customers; and

WHEREAS, Customer desires residential treated water service at the "PARCEL" identified as APN _____, and more particularly described in that certain document recorded on «Rec_Co_Doc_Date», in Document Number «Co_Doc_Number», «County» County records; and

WHEREAS, the charges levied for such treated water services include:

Meter Installation Fee	\$	«mtr_fee»
Capacity Fee		«capacity_fee»
Buy In Fee		«buyin_fee»
Lien Removal Fee		«lien_rmv_l_fee»
		»
Standby Factor		«standby_factor»
Other: «Other_fee_descr»		«Other_fee»
Partial Payment Received		«Payment»
Total		<u>20,000</u>
	\$	

hereinafter referred to as "Connection Charges"; and

WHEREAS, Connection Charges must be paid prior to the time a parcel is eligible to receive water service, and are all due and payable prior to connection, and

WHEREAS, Customer requests that District allow installment payment of these Connection Charges under the terms set forth below;

NOW THEREFORE, the parties hereto do mutually agree upon the following terms, covenants and conditions:

1. RECITALS: The recitals contained herein are an integral part of this agreement.
2. TREATED WATER SERVICES: Customer desires District to commence treated water service immediately and to allow payment of Connection Charges owed District in installments. District shall serve treated water to Customer, prior to full payment of Connection Charges, subject to the terms and conditions of this agreement.
3. DEFERRED PAYMENT OF CHARGES: Consistent with Section 6.12 of the District's Water Service Rules and Regulations, Customer shall pay amounts of principal and interest related to the Connection Charges to District on a bi-monthly basis at an interest rate of 4% per year, for a term of _____ months.

(a) Terms of Payment: Customer shall pay District at the rate of \$«bimonthly_pymt» bi-monthly, payable on the first day of each and every billing commencing «start_date», which bi-monthly sums are inclusive of interest. Customer agrees that District may make an alteration in Customer's rate of bi-monthly payment and bill Customer accordingly.

(b) Late Payment Charge for Delinquent Payment: Payment of Connection Charges on a bi-monthly basis are due and payable upon issuance of District's billing statement and shall become delinquent fifteen (15) days after issuance. If such charges remain unpaid for a period of seven (7) weeks from such issuance, the PARCEL shall no longer be entitled to District water service and the District shall have the right to immediately discontinue water services and remove the water meter until such time as Customer makes current the amounts due and owing District. District's right to discontinue service shall exist notwithstanding that the parcel maybe paying service charges for water received when due. In addition, if not paid within eight (8) weeks of such issuance, there shall be added thereto and become a part of such charges, a late payment penalty at the rate of one and one-half percent (1 ½%) per month, eighteen percent (18%) per year, on all delinquent Connection Charges. The late payment penalty shall be in addition to the rates of interest assessed on the Connection Charge pursuant to this agreement.

(c) Nothing herein shall prohibit the District from utilizing all other methods for collection of delinquent principal and interest charges permitted under the California Water Code or other applicable law and consistent with the nature of the lien created hereby.

(d) Customer shall be permitted to prepay any and all amounts owed pursuant to this Agreement at any time without penalty.

4. RECORDATION AND LIEN PURSUANT TO CALIFORNIA WATER CODE SECTION 25806: This agreement shall be notarized and filed for record in the office of the County Recorder, and shall constitute a lien upon the PARCEL in the amount of unpaid principal and interest Connection Charges. This lien shall survive for a period of ten years plus any additional extensions permitted by law, and shall expire on the date the Connection Charges are paid in full, unless sooner released or otherwise discharged. District shall, at Customer's expense, record a release of discharge of lien document at the time of Customer's full performance of this agreement.
5. ACCELERATION UPON SALE OR TRANSFER OF CUSTOMER'S PARCEL: Upon any sale, conveyance, assignment, or other transfer of the PARCEL, except transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current PARCEL owner's, spouse, or immediate family member, the full balance of principal and interest related to the Connection Charges outstanding will be immediately due and payable in full.
6. ATTORNEY'S FEES: Should either party hereto be required to institute legal action to either complete performance of this agreement or recover damages for non-performance, the prevailing party shall be entitled to all reasonable attorney's fees, costs of suit, expert witness fees, and all other expenses of litigation incurred in connection therewith.
7. COVENANT: This agreement benefits and burdens the PARCEL, and shall constitute a covenant running with the PARCEL and it shall bind Customer's heirs, successors and assigns. The District's lien for unpaid Connection Charges shall be an encumbrance upon the PARCEL until fully discharged.
8. BREACH OR DEFAULT: Should Customer, or its heirs, successors, or assigns be in breach or default under this agreement, District may refuse and terminate water service to the PARCEL until any such breach or default is cured or the full balance of outstanding Connection Charges outstanding are paid in full. Should a breach or default remain uncured for a period of one hundred eighty days (180) or longer, the District may, at its option, terminate this Agreement and accelerate the payment of amounts due.
9. NOTICES: The mailing addresses of District and Customer for purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT

Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945

CUSTOMER

«customer_name» «Sec_cust_name»
«Address1»
«City», «State» «PostalCode»

IN WITNESS WHEREOF, parties hereto have executed this agreement on the day and year first above written.

Attach Acknowledgement Notary

CUSTOMER

BY: _____

«customer_name»

CUSTOMER

BY: _____

«Sec_cust_name»

NEVADA IRRIGATION DISTRICT

Attach Acknowledgement Notary

BY: _____

Remleh Scherzinger, General Manager

PLEASE SIGN AND ACKNOWLEDGE THIS DOCUMENT BEFORE A NOTARY PUBLIC.

PLEASE SIGN YOUR NAME EXACTLY AS IT IS TYPEWRITTEN ON THIS DOCUMENT.

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

**Nevada Irrigation District
1036 W. Main Street
Grass Valley, CA 95945-5424**

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
No Fee for Recording Per G.C 6103

**FUNDING AGREEMENT
for [NAME]**

(District Financed Waterline Extension)
[Road Name] Waterline Extension

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the NEVADA IRRIGATION DISTRICT, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "PARTICIPANT", sets forth the terms and condition under which District shall provide the up-front financing for the installation of a treated water pipeline to serve lands of PARTICIPANT and lands of other beneficiaries and by which PARTICIPANT shall pay back amounts advanced by DISTRICT with billings for bi-monthly water charges.

RECITALS

WHEREAS,

1. PARTICIPANT is the owner of _____ County Assessor Parcel Number _____, hereinafter referred to as "PARCEL." PARCEL, having a site address of _____, is described in vesting deed recorded on _____, at Document Number _____, _____ County Records, and is generally shown as "PIQ" (Parcel in Question) on Exhibit "A", attached hereto and made a part hereof. All other parcels participating in the project are also shown in Exhibit "A".
2. PARCEL does not currently have DISTRICT treated water service available.
3. PARTICIPANT owns one parcel in a group of several other participating parcels, the owners of which also desire treated water service from DISTRICT.
4. DISTRICT has completed a water service study to determine requirements for water service availability to the PARCEL and other parcels participating in the project all as shown in Exhibit "A". The water system improvements required to provide service are known as the _____ Waterline Extension Project, and are shown schematically in Exhibit "A", and are collectively referred to herein as "WLE".

5. DISTRICT'S regulations provide for the extension of waterlines at the request of landowners whose land is otherwise eligible for service upon payment by landowners of the cost of said extension. PARTICIPANT has requested consideration by DISTRICT of extending a waterline to PARCEL, and other parcels that can benefit therefrom, with the costs to be advanced by DISTRICT in consideration for PARTICIPANT'S promise to remit its share thereof through monthly installment payments.
6. DISTRICT'S regulations further provide that before water service can be provided to any parcel(s), an acceptable agreement securing payment of charges for all DISTRICT'S capital facilities must be executed prior to the time of connection. Included within such charges are the District's System Capacity Charge, the Connection Fee, and the costs of any pipeline needed to extend service from the nearest DISTRICT mainline to the parcel(s) to be served. These charges are generally referred to collectively hereafter as a "connection charge."
7. DISTRICT is willing to provide treated water service to the PARCEL by extending DISTRICT facilities.
8. DISTRICT will advance funding for the WLE provided PARTICIPANT, as PARCEL owner, agrees to repay the fair share of the actual total project cost for providing water service to PARCEL, including a surcharge required to restore to DISTRICT its interest income that was lost due to the advance, and provided further that all other parcels participating in the WLE agree to equivalent terms and conditions.
9. PARTICIPANT will repay DISTRICT'S advance of the connection charge through payment of a service extension charge billed in installments by DISTRICT in addition to the regular treated water charge billed to PARTICIPANT for water service to the PARCEL. The service extension charge shall be separately shown on the bill remitted for bi-monthly water service charges.
10. PARTICIPANT agrees the service extension charge is a connection charge the payment of which in full is a pre-requisite to service to the PARCEL.
11. PARTICIPANT agrees that the service extension charge will be treated as a connection charge for billing and collection purposes and that DISTRICT may secure payment thereof by discontinuance of service. PARTICIPANT agrees that the unpaid balance of the PARCEL'S *Total Charge*, as defined below, shall be considered a lien against the PARCEL, and is currently due and owing as set forth herein.

NOW, THEREFORE, the parties mutually agree as follows:

A. DEFINITIONS:

1. PARTICIPANT: Owner(s) of the PARCEL as identified herein which is/are a party to this agreement.
2. Participating Parcels: Those parcels identified in Exhibit "A" by their Assessor Parcel Numbers and by which owner(s) have executed a valid Treated Water Service Extension Agreement, including the PARCEL as identified herein. For the purposes of this agreement, the total number of *Participating Parcels* is set at _____.
3. Waterline Extension (WLE): All DISTRICT facilities required to provide treated water service to the participating parcels shown in Exhibit "A", including but not limited to,

pipelines and appurtenances, fire hydrants, service assemblies, pressure reducing stations, pump stations, storage tanks, land, and easements.

4. Estimated Project Cost: Total project cost as estimated by DISTRICT for purposes of defining PARCEL'S obligations under this agreement, said estimate being shown in Exhibit "B" attached hereto and made a part hereof.
5. Total Project Cost: All costs associated with the design and installation of the WLE, including but not limited to, pre-design, compliance with the California Environmental Quality Act, design, land and easement acquisition, construction contracts, inspection, construction contract administration, consulting services, administration of consulting service agreements, and all DISTRICT material, labor, and equipment, including overhead.
6. PARCEL'S Share: PARCEL'S *Share* of the *Estimated Project Cost* as calculated in Exhibit "C" attached hereto and made a part hereof. PARCEL'S *Share* shall be adjusted to reflect the actual *Total Project Cost*. The actual *Total Project Cost* shall not exceed the *Estimated Project Cost* for the purposes of calculating PARCEL'S *Share*.
7. PARCEL'S Total Charge: PARCEL'S *connection charge, composed of capacity charge(s), meter installation charges for the requested 5/8" water meter(s), and PARCEL'S Share*, less any cash deposits required herein, all as calculated in Exhibit "C". See Exhibit "D" attached hereto and made a part hereof for Schedule 4-A (Capacity and Meter Installation Charges).
8. Payment Recovery Period: The number of months allowed for recovering project costs advanced by District, including a surcharge. For the purposes of this agreement, the *Payment Recovery Period* shall be set at 360 months.
9. Base Monthly Recovery Charge: The monthly charge required to recover PARCEL'S *Total Charge* over the *Payment Recovery Period*, all as calculated in Exhibit "C".
10. Surcharge Multiplier: An integer applied to the *Base Monthly Recovery Charge* for as long as any portion of PARCEL'S *Total Charge* is outstanding that reflects the interest earnings lost by District as a result of funding the WLE. For the purposes of this agreement, the *Surcharge Multiplier* shall be as calculated in Exhibit "C".
11. Service Extension Charge (SEC): The *Base Monthly Recovery Charge* plus the amount derived by the *Surcharge Multiplier*, all as calculated in Exhibit "C". The *Service Extension Charge*, herein after referred to as "SEC", shall be added to the monthly treated water bill for the PARCEL as a line item separate from the consumptive use charges.
12. Subdivision of a Parcel: Any action that creates two or more parcels or separate residential units, including but not limited to condominiums or town homes, which will be described by separate deeds.

B. GENERAL:

1. This agreement shall be recorded with _____ County.
2. DISTRICT agrees to design and construct, or cause the design and construction of the WLE shown in Exhibit "A". WLE design and construction includes, but is not limited to, pre-design, compliance with CEQA, design, land and easement acquisition, construction, inspection, consulting agreement administration, and construction contract administration. PARTICIPANT agrees that DISTRICT will not be required to contract for construction but may, in its sole discretion, perform any and all above-described project functions with its own employees, material, and equipment.
3. PARTICIPANT agrees that water service will not be available to the PARCEL until DISTRICT completes construction of the WLE shown in Exhibit "A". DISTRICT agrees to diligently pursue construction and completion of the WLE.
4. District does not guaranty a completion date. PARTICIPANT agrees that DISTRICT has many priorities, including other demands for water service, regular operations and maintenance duties, and emergencies, all of which may take precedence over completion of the WLE project within the timeframe expected by PARTICIPANT. PARTICIPANT agrees to hold DISTRICT harmless for any damages or losses caused in whole or in part by any delay in completion of the WLE.
5. PARTICIPANT agrees that PARCEL'S *Total Charge* constitutes a connection charge for the parcel, and although it will be paid through monthly SEC charges for the term of this agreement, payment is a pre-requisite to water service to the PARCEL. PARTICIPANT agrees that the PARCEL'S *Total Charge*, as specified in this agreement, is due, and payable in accordance with the terms of this agreement, at connection and it shall be a lien against the PARCEL.
6. If actual Total Project Costs exceed the Estimated Project Cost, DISTRICT shall not seek reimbursement for such additional costs from participating parcel(s). PARCEL'S *Share* shall not exceed that calculated in Exhibit "C".

C. PARTICIPANT'S DEPOSIT:

PARTICIPANT has paid to DISTRICT a good-faith deposit of [Deposit Amount] as calculated in Exhibit "C"; receipt of which is hereby acknowledged. PARTICIPANT'S deposit shall be aggregated with all other deposits received from Participating Parcels. PARTICIPANT agrees that District shall not refund any part of PARTICIPANT'S prorated share of the aggregated total deposit required to reimburse DISTRICT for work performed, and materials and equipment supplied; including overhead charges. The unused balance of said deposit shall be refunded if the DISTRICT fails to provide treated water service through its own actions, not caused nor contributed to by any one participant or group of participants, or due to actions not within the control of DISTRICT, or this agreement is terminated by mutual agreement between DISTRICT and PARTICIPANT.

D. APPLICATION FOR WATER SERVICE:

1. PARTICIPANT has signed and returned a Water Service Application Form for the 5/8" meter(s) requested, a copy of which is attached hereto, marked Exhibit "E" and made a part hereof.

2. PARTICIPANT may request and obtain a service size larger than a 5/8" meter. PARTICIPANT agrees to pay any additional capacity and meter installation charges at the then current rate, and PARTICIPANT further agrees to apply for, obtain, sign and return a revised Water Service Application Form, and pay 100% of such additional charges prior to DISTRICT completing construction of the water system improvements. Failure to complete a revised service application and pay such additional charges shall result in the installation of the 5/8" meter(s).
3. Should DISTRICT, either before or after the commencement of service determine, in its sole discretion, that a backflow prevention device is required, PARTICIPANT shall sign a revised Service Application Form and pay the appropriate fees. Should PARTICIPANT fail to complete a revised service application, including the payment of fees, the service assembly shall be locked in the "off" position and will remain locked until a Water Service Application Form has been submitted and appropriate fees paid, and the DISTRICT has installed and tested the backflow prevention device. Meanwhile, the monthly water bill shall continue and shall include among other charges the SEC. The water bill, notwithstanding the fact that water is not being used, must be paid in a timely manner and in full. Failure to do so shall cause the water bill to become delinquent.

E. WATER BILL:

1. PARTICIPANT agrees that the SEC as defined herein shall be added to the bill for treated water associated with PARCEL. The SEC payments will begin after the District accepts the waterline into the distribution system and the project costs have been reconciled. The SEC will be shown on the bill as a line item separate from charges for water actually used, PARTICIPANT agrees that the SEC is a connection charge the payment of which is a pre-requisite for water service to PARCEL. Failure to pay any portion of the total bill will result in the bill becoming delinquent.
2. PARTICIPANT agrees that once the SEC has been calculated and first appears on a water bill, the SEC shall not change for the duration of this agreement.

F. FAILURE TO PAY THE SEC:

1. PARTICIPANT understands and agrees that failure to pay the portion of the SEC, in part or in whole, shall cause the water bill to become delinquent and may result in the termination of treated water service to the PARCEL and removal of the water meter. For the purposes of this agreement, a water bill shall be considered delinquent at the end of the fifth working day after District issues a service turn-off notice. Also, for the purposes of this agreement, the water bill shall be considered delinquent immediately upon DISTRICT issuing a subsequent notice of turn-off if such notice is issued to the same owners of a *Participating Parcel*. DISTRICT Rules and Regulations in effect at that time shall determine the circumstances under which a turn-off notice is issued.
2. PARTICIPANT agrees that once the water bill becomes delinquent as defined above, water service shall be subject to termination. PARTICIPANT agrees that water service shall not be restored until such time as all delinquent amounts, including but not limited to, all past SEC charges, DISTRICT normal and customary water charges, delinquent charges, interest charges, and service charges have been paid in full.

3. PARTICIPANT agrees that nothing herein shall prohibit DISTRICT from utilizing all other methods for collection of delinquent charges, including delinquent SEC charges, permitted under the California Water Code or other applicable law and consistent with the nature of the PARCEL'S *Total Charge* lien created hereby.
4. PARTICIPANT agrees that PARCEL'S *Total Charge* is not a charge for consumptive water used through the meter nor is it a debt that is personal to PARTICIPANT, but is a connection charge, which is due and owing as a condition to water service being made available to the PARCEL. PARTICIPANT agrees that all delinquent SEC charges, including all SEC late fee penalties, shall be included in the unpaid PARCEL'S *Total Charge* lien against the PARCEL, as set forth in paragraph B.5, above. Should any portion of PARCEL'S *Total Charge* not be paid, for any reason, then such unpaid amount shall remain an obligation of the parcel to be paid prior to service being restored, notwithstanding any sale, transfer, or other change of ownership of the PARCEL.
5. PARTICIPANT agrees that the entire amount of PARCEL'S *Total Charge* lien created hereby shall become due and owing by the PARCEL sixty (60) days after any SEC charge payments become delinquent. PARTICIPANT agrees that DISTRICT may take all necessary action to enforce the lien allowed under the California Water Code or other applicable law.
6. The lien on the PARCEL shall not restrict DISTRICT'S authority to terminate service for delinquent accounts, it being understood that District may seek either of such remedies in its discretion.
7. The PARCEL'S *Total Charge* lien pursuant to paragraph B.5, above, shall terminate upon payment in full of PARCEL'S *Total Charge*.

G. PRE-PAYMENT OF PARCEL'S TOTAL CHARGE:

1. DISTRICT agrees to accept without penalty or prepayment charge, prepayment of all or a minimum portion of the then remaining balance of PARCEL'S *Total Charge* as allowed herein. Prepaid amounts will not include the *Surcharge Modifier*.
2. Upon receiving a prepayment conforming to the above criteria, DISTRICT shall determine the remaining months in PARTICIPANT'S *Payment Recovery Period*, effective at the time of receipt of such prepayment, by deducting the number of prior SEC payments received from PARTICIPANT'S *Payment Recovery Period* taking into account any other such adjustments to PARTICIPANT'S *Payment Recovery Period* as allowed herein and elsewhere in this agreement.
3. The remaining balance of PARTICIPANT'S *Payment Recovery Period* shall be reduced by the number of months equal to the pre-payment amount divided by the *Base Monthly Recovery Charge*, rounded down to the nearest whole number. Any remaining portion of the prepayment represented as a fraction of a month will be placed as a credit on the PARCEL water account.
4. DISTRICT agrees that the SEC shall be removed from the water bill for PARCEL at such time as the remaining balance of PARTICIPANT'S *Payment Recovery Period*

reaches zero. All other applicable water charges shall remain in full force and effect in accordance with DISTRICT'S rules and regulations.

H. SUBDIVISION OF PARCEL:

1. PARTICIPANT shall notify DISTRICT of subdivision of the PARCEL not less than 10 days prior to recording a parcel map or final map.
2. Upon subdividing the PARCEL, the DISTRICT shall assign, at its sole discretion, the existing water service account (and meter) to one of the newly created lots or units. In general, the account will be assigned to a new parcel having adequate frontage on the WLE and will not necessarily be assigned to a newly created parcel containing the residence that enjoyed prior use of the treated water service. The then unpaid balance of PARCEL'S *Total Charge* shall constitute a lien against the PARCEL to which the existing water service account is assigned.

I. GENERAL REIMBURSEMENT:

1. DISTRICT will collect a *Reimbursement Charge* as defined by the District's Reimbursement Policy, from non-participating parcels at the time water service to such non-participating parcels are connected to the WLE
2. DISTRICT will collect a *Reimbursement Charge* from parcels created by subdividing a participating parcel when such newly created parcel or parcels request new service and are connected to the WLE.

L. TRANSFERS & DUE ON TRANSFER CLAUSE:

This agreement benefits and burdens the PARCEL and shall constitute a covenant running with the PARCEL, and it shall bind the heirs, successors and assigns of PARTICIPANT.

Upon any sale, conveyance, assignment, or other transfer of the PARCEL, except transfer to a spouse, immediate family member, or for the benefit of creating a trust for the current property owners, spouse, or immediate family member, any unpaid portion of the *Total Charge* will be immediately due and payable in full.

M. TERMINATION:

This agreement shall terminate and be of no further force or affect at such time that PARCEL'S *Total Charge* has been paid in full.

N. NOTICES:

The mailing addresses of DISTRICT and PARTICIPANT for the purposes of giving any notice required pursuant to this agreement are as follows:

DISTRICT:

NEVADA IRRIGATION DISTRICT
1036 West Main Street
Grass Valley, CA 95945-5424

PARTICIPANT:

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

NEVADA IRRIGATION DISTRICT

PARTICIPANT

By _____
Board President

By _____

By _____
Board Secretary

By _____

(Notarize all signatures by Acknowledgement)

SAMPLE