

M E M O

TO: District Manager

FROM: District GIS/Engineering Technician

DATE: December 13, 2007

SUBJECT: Agreement for Water Distribution System Improvements,
APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12

RECOMMENDATION:

It is recommended that the District Manager review this memorandum and the attached agreement between the District and Stephen Aufdermaur and Katherine Woodthrop. After review, it is recommended that the District Manager forward the attached agreement to the Board for consideration and approval.

BACKGROUND:

The owners of APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12, Stephen Aufdermaur and Katherine Woodthrop have properties located on Aufderwood Lane, in Brookdale. Mr. Aufdermaur and Ms. Woodthrop, at the request of the Boulder Creek Fire Department, desire to install a fire hydrant on Larkspur Ave. near the southwest corner of the intersection of Larkspur Ave. and Aufderwood Lane. The agreement between the District and Mr. Aufdermaur and Ms. Woodthrop will allow them to install a fire hydrant, at their expense, adjacent to their properties.

It is recommended that the District Manager approve and forward to the Board the attached resolution which authorizes and directs the District Manager to execute the subject agreement on behalf of the District.

Rob Menzies
GIS/Engineering Technician

RM/

Attachments

**SAN LORENZO VALLEY WATER DISTRICT
RESOLUTION NO. (07-08)**

**SUBJECT: AGREEMENT FOR WATER DISTRIBUTION SYSTEM
IMPROVEMENTS, APN'S 079-381-05, 079-381-09, 079-381-11,
079-381-12**

WHEREAS, Stephen Aufdermaur and Katherine Woodthrop, the owners of APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12, GENERALLY LOCATED ON Aufderwood Lane, Brookdale desire to install a public fire hydrant; and

WHEREAS, staff has determined that the cost of said materials and installation for said hydrant should be the property owner's responsibility; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District hereby agrees to the installation of public fire hydrant near APN's 079-381-05, 079-381-09, 079-381-11, 079-381-12. The cost of said materials and installation for said hydrant should be the property owner's responsibility. The District Manager is hereby authorized and directed to execute said agreement between the District and Stephen Aufdermaur and Katherine Woodthrop and carry out all necessary actions to fulfill said agreement.

* * * * *

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 20th day of December, 2007, by the following vote of the members thereof:

AYES:
NOES:
ABSTAIN:
ABSENT:

Brandon Barchi, District Secretary
San Lorenzo Valley Water District

Recorded at the Request of:

SAN LORENZO VALLEY WATER DISTRICT

and when recorded mail to:

KENNETH GIROUARD
SAN LORENZO VALLEY WATER DISTRICT
13060 HIGHWAY 9
BOULDER CREEK, CA 95006-9119

**To be recorded at no fee for the benefit of the District Per Government Code 27383
SAN LORENZO VALLEY WATER DISTRICT
AGREEMENT FOR FIRE HYDRANT INSTALLATION
STEPHEN AUFDERMAUR AND KATHERINE WOODTHROP
APN'S 071-381-05, 071-381-09, 079-381-11, 079-381-12**

THIS AGREEMENT is made this ____ day of December, 2007 by and between the SAN LORENZO VALLEY WATER DISTRICT, hereinafter referred to as "DISTRICT" and Stephen Aufdermaur and Katherine Woodthrop, hereinafter referred to as "APPLICANTS."

W I T N E S S E T H

WHEREAS, APPLICANTS desire to install a 6" diameter steamer fire hydrant with one 4-1/2" nozzle and two 2-1/2" nozzles; and

WHEREAS, APPLICANTS' properties, APN's 079-381-05, 079-381-09, 079-381-11 and 079-381-12 are located within the boundaries of the San Lorenzo Valley Water District on Aufderwood Lane, Brookdale; and

WHEREAS, a fire hydrant installation is needed by APPLICANTS; and

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until one (1) year after date of this Agreement.

APPLICANTS' OBLIGATIONS

2. TIME OF INSTALLATION. APPLICANTS' agree that the fire hydrant shall be installed within one (1) year of the date of this Agreement. Should the work not be so completed, this Agreement shall be void. Any refund of deposits will be made in accordance with DISTRICT'S rules, regulations, and specifications.

3. PAYMENT. APPLICANTS shall pay a fee of \$5000.00 to the DISTRICT for the cost of the materials and the installation of the 6” steamer fire hydrant. This fee shall be paid in conjunction with, and at the same time as, the APPLICANTS payment to the DISTRICT for four (4) Long Service Line Agreements.

4. DESCRIPTION OF FACILITIES. DISTRICT shall install a 6-inch diameter “steamer” fire hydrant with one 4-1/2" nozzle, two 2-1/2” nozzles, and appurtenances at a mutually agreed location in the public right-of-way near the southwestern intersection of Larkspur Ave and Aufderwood Lane near the APPLICANTS’ property and within the Larkspur Ave. right of way, in the vicinity of APN’s 079-381-05, 079-381-09, 079-381-11 and 079-381-12.

5. OWNERSHIP. All of the improvements shall, become the property of DISTRICT and, except as hereinafter provided, shall thereafter be maintained by DISTRICT.

6. HOLD HARMLESS. APPLICANTS agree that they shall hold harmless the DISTRICT and its officers, agents and employees from all suits, actions, damages or claims of every name and description, to which DISTRICT may be subjected or put by reason of damage or injury to persons or property arising out of or resulting from this Agreement, including, but not limited to, the execution of the work; the negligence or carelessness on the part of DISTRICT, their agents, or employees; or by or on account of any act or omission of DISTRICT, their agents, or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

7. SPECIFICATIONS. All work shall be in conformance with DISTRICT'S construction standards.

DISTRICT'S OBLIGATIONS

8. INSPECTION. All work shall be inspected for conformance with DISTRICT'S construction standards by DISTRICT staff. The cost of inspection shall be paid for by the DISTRICT.

9. MAINTENANCE AND OPERATION. After the fire hydrant has been completed and accepted by DISTRICT, it shall be the property of DISTRICT and part of its system, and thereafter DISTRICT may make extensions therefrom and laterals thereto at any point thereon. DISTRICT agrees that upon acceptance of the fire hydrant, DISTRICT shall operate, maintain, and manage the same as part of its system, subject to DISTRICT's rules and regulations and to the rates and charges DISTRICT establishes from time to time.

10. NOTICES. All written notices to the parties hereto shall be sent United States mail postage prepaid, by registered mail, return receipt requested, addressed as follows:

DISTRICT:

James A. Mueller
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006-9119
(831) 430-4625

APPLICANTS:

Stephen Aufdermaur
Katherine Woodthrop
PO Box 374
Brookdale, CA 95007
(831)338-7624

Changes to the above addresses and persons can be made by the same form of notice.

11. INCORPORATION BY REFERENCE. DISTRICT'S specifications are hereby incorporated in and made a part of this Agreement.

12. APPLICANTS' PARCELS. APPLICANTS' parcels are APN's 079-381-05, 079-381-09, 079-381-11 and 079-381-12.

13. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and APPLICANTS do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreement for said party.

Signatures by APPLICANTS or their agents in this Agreement shall be notarized and shall make APPLICANTS or their agents personally liable for any unpaid costs. APPLICANTS agrees to pay all legal fees necessary in recovering any unpaid balance.

SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANTS:

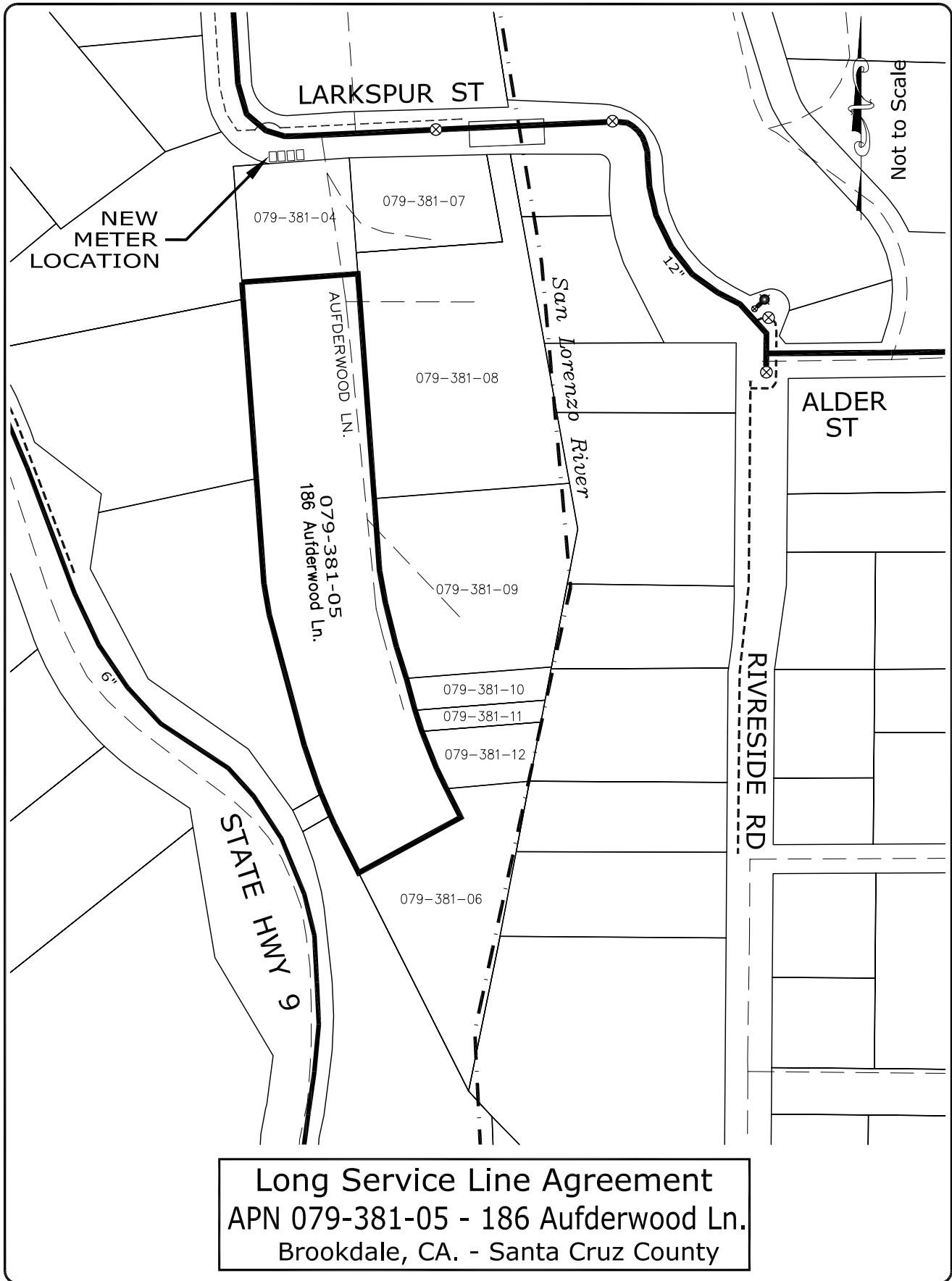
James A. Mueller, District Manager
San Lorenzo Valley Water District

Stephen Aufdermaur

Katherine Woodthrop

Attest:

District Secretary
San Lorenzo Valley Water District



San Lorenzo Valley Water District
 Serving the San Lorenzo Valley Since 1941
 13060 Highway 9
 Boulder Creek, California 95006
 Phone: (831) 338-2153 Fax: (831) 338-7986
 www.SLVWD.com

Attachment 1

SLVWD Dwg. No. 2227-A
 December 2007

Recorded by and for the Benefit of:
SAN LORENZO VALLEY WATER DISTRICT

And when recorded mail to:

SAN LORENZO VALLEY WATER DISTRICT
DISTRICT SECRETARY
13060 HIGHWAY 9
BOULDER CREEK CA 95006

To be recorded at no fee for the benefit of the District Per Government Code 27383

**AGREEMENT FOR INSTALLATION OF
WATER SERVICE
STEPHEN AUFDERMAUR and KATHERINE WOODTHROP
APN 079-381-05**

THIS AGREEMENT is made this _____ day of December, 2007 by and between the San Lorenzo Valley Water District, hereinafter referred to as "DISTRICT" and STEPHEN AUFDERMAUR and KATHERINE WOODTHROP, hereinafter referred to as "APPLICANTS".

W I T N E S S E T H

WHEREAS, APPLICANTS desires to receive water service as customers of DISTRICT; and

WHEREAS, APPLICANTS' property, APN 079-381-05, generally located on Aurderwood Lane in Brookdale, California, is situated within the boundaries of DISTRICT; and

WHEREAS, APPLICANTS' parcel is within the DISTRICT'S service area; and

WHEREAS, the meter review sheet of APPLICANTS' parcel indicates that a main extension is required by DISTRICT policy to serve this parcel; and

WHEREAS, it is unlikely that a water mainline extension will be constructed for this parcel; and

WHEREAS, service will be by a long service line from a meter generally located on Larkspur Drive; and

WHEREAS, DISTRICT and APPLICANTS are interested in providing service to APPLICANTS' parcel, and this Agreement provides the covenants necessary to resolve the current situation;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms of service to APPLICANTS.

2. TERM. The term of this Agreement shall be from the date this Agreement is first approved by the Board of Directors, until all covenants of this Agreement are completed and accepted by DISTRICT or its successors, or a period of one (1) year, whichever occurs first.

3. APPLICANTS' PARCEL. APPLICANTS' parcel, which is the subject of this Agreement, is APN 079-381-05, generally located on Aufderwood Lane in Brookdale, in an unincorporated area of Santa Cruz County, California.

APPLICANTS' OBLIGATIONS

4. WATER SERVICE. APPLICANTS shall, at APPLICANTS' own cost, install, maintain, and operate a water service on APPLICANTS' side of the meter, subject to DISTRICT inspection and approval. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement at a physical location which is on Larkspur Drive. No leak adjustment will be granted for this service. All water lost on APPLICANTS' side of meter due to faulty or leaking plumbing fixtures shall be paid for by APPLICANTS. APPLICANTS shall, at his own expense, be responsible for repair of the service line to APPLICANTS' parcel. The water meter shall be located within the public domain.

5. RIGHTS-OF-WAY. APPLICANTS shall be responsible for obtaining and maintaining all rights-of-way necessary for the APPLICANTS' service line and all necessary appurtenances thereto. APPLICANTS shall provide DISTRICT with proof of said rights-of-way prior to service installation.

6. RIGHTS-OF-WAY INDEMNIFICATION. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement for the benefit of APPLICANTS and that physical connection between the DISTRICT'S water service meter and the APPLICANTS' parcel will be installed, maintained and operated by the APPLICANTS over property which APPLICANTS own or has the legal right to use for these purposes. DISTRICT

relies on APPLICANTS' representations that APPLICANTS have such rights. DISTRICT makes no independent investigation of this matter. As additional consideration for this Agreement, APPLICANTS agrees that in the event of any dispute involving APPLICANTS, DISTRICT and/or any third party regarding any ownership or control of the property in, on and over which DISTRICT and/or APPLICANTS have installed facilities to serve APPLICANTS' parcel, APPLICANTS will defend, indemnify and hold harmless DISTRICT, its officers, employees, agents and contractors from and against any and all liability which DISTRICT may incur for damages, including all costs, expenses, and attorney's fees related to any disputes including litigation concerning APPLICANTS' rights to use the property in which DISTRICT and/or APPLICANTS' facilities have been installed for the purposes set out in this agreement.

7. INSTALLATION OF METER. APPLICANTS shall request meter installation in writing. All fees shall be refundable until APPLICANTS requests meter to be installed.

8. PAYMENT OF FEES. APPLICANT shall pay the following fees and deposit as stated herein:

b)	Service Installation Deposit	1,100.00
	Total Fees	\$ 1,100.00

The service installation deposit shall be for the cost of installation of the service. APPLICANTS shall receive an accounting of the cost. Should the cost of installation exceed the deposit, APPLICANTS shall pay DISTRICT the difference. Should the actual cost of installation be less than the deposit, DISTRICT shall refund APPLICANTS. The payment of the service installation deposit for this parcel shall be made in conjunction with, and at the same time as, payment of the same service installation deposits for parcels 079-381-09, 079-381-11 and 079-381-12. The DISTRICT and the APPLICANTS have agreed upon simultaneous installation of service lines for all four parcels.

9. COMPLIANCE. APPLICANTS shall comply with all other DISTRICT rules or ordinances not expressly waived by this Agreement.

10. ADDITIONAL CONNECTION FEE. Additional connection fees shall be required should the plumbing plan of any actual house or houses require larger meter in compliance with DISTRICT codes. Any additional connection fee shall be in accordance with the fee schedule in effect at the time of plan submittal.

At any time in the future should additional dwelling units be added to the subject parcel; additional connection fees shall be collected by DISTRICT and paid by APPLICANTS in accordance with DISTRICT ordinance. APPLICANTS shall not connect any additional houses to this service without the expressed written approval of DISTRICT.

11. PARTICIPATION IN FUTURE MAIN CONSTRUCTION.

APPLICANTS shall not oppose, protest, or take any exception to the formation of, or his participation in, an assessment district or other methodology for financing and installing any water system capital improvements abutting or benefiting the subject parcel. APPLICANTS shall not oppose any Planning Commission review of water main extensions into this area. APPLICANTS shall execute documents as may be required to contribute his assessed share of the cost of the capital improvements and/or proceedings.

12. HOLD HARMLESS. APPLICANTS agree that they shall assume the defense of, and indemnify and save harmless the DISTRICT and its officers, agents and employees from all suits, actions, damages or claims of every name and description, to which the DISTRICT may be subjected or put by reason of damage or injury to persons or property arising out of or resulting from this Agreement, including, but not limited to, the execution of the work; the negligence or carelessness on the part of the APPLICANTS, their agents or employees; or by or on account of any act or omission of APPLICANTS, their agents or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

DISTRICT'S OBLIGATIONS

13. TEMPORARY WAIVE OF DISTRICT REQUIREMENTS FOR APPLICANTS. DISTRICT shall temporarily waive the requirements for a main extension along APPLICANTS' frontage on APN 079-381-05 until DISTRICT or others initiate the capital improvements required by DISTRICT regulations.

14. SERVICE CONNECTION. Upon payment of all fees, re-evaluation of sizing requirements, proof of applicable rights-of-way and after APPLICANTS' written request to install the meter, DISTRICT shall install water service on Larkspur Ave.

GENERAL

15. NOTICE. All written notices to the parties hereto shall be sent United States mail, postage prepaid by registered mail, return receipt requested, addressed as follows:

DISTRICT:

James A. Mueller
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006-9119
(831) 430-4625

APPLICANTS:

Stephen Aufdermaur
Katherine Woodthrop
PO Box 374
Brookdale, CA 95007
(831)338-7624

Changes to the above addresses and persons can be made by the same form of notice.

17. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and APPLICANTS do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreement for such party. Signature by APPLICANTS or their agents in this Agreement shall be notarized and shall make the APPLICANTS or their agents personally liable for any unpaid costs. APPLICANTS agrees to pay all legal fees necessary in recovering any unpaid balance.

SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANTS:

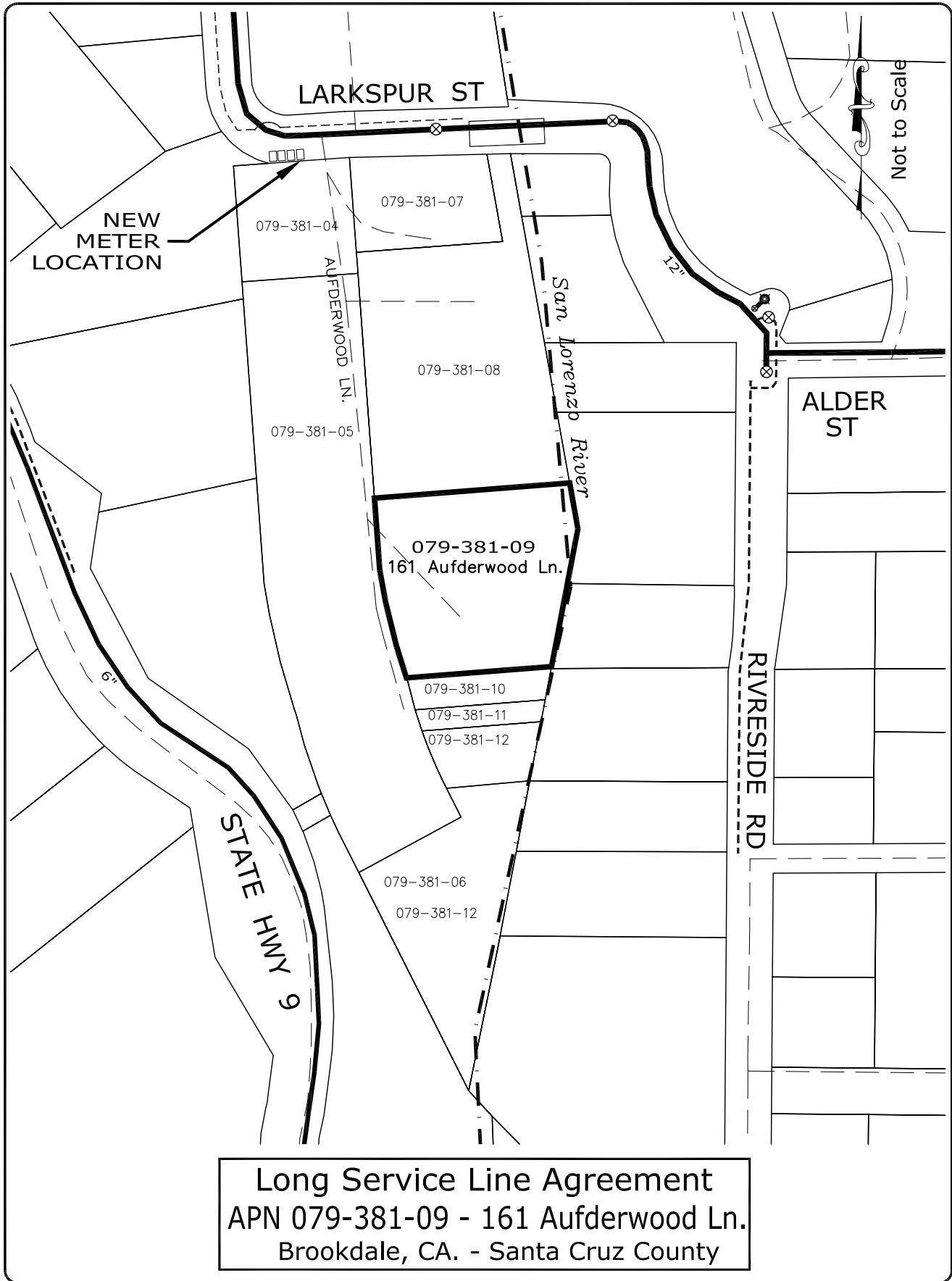
James A. Mueller, District Manager
San Lorenzo Valley Water District

Stephen Aufdermaur

Katherine Woodthrop

Attest:

District Secretary
San Lorenzo Valley Water District



San Lorenzo Valley Water District
 Serving the San Lorenzo Valley Since 1941
 13060 Highway 9
 Boulder Creek, California 95006
 Phone: (831) 338-2153 Fax: (831) 338-7986
www.SLVWD.com

Attachment 2

SLVWD Dwg. No. 2228-A
 December 2007

Recorded by and for the Benefit of:
SAN LORENZO VALLEY WATER DISTRICT

And when recorded mail to:

SAN LORENZO VALLEY WATER DISTRICT
DISTRICT SECRETARY
13060 HIGHWAY 9
BOULDER CREEK CA 95006

To be recorded at no fee for the benefit of the District Per Government Code 27383
AGREEMENT FOR INSTALLATION OF
WATER SERVICE
STEPHEN AUFDERMAUR and KATHERINE WOODTHROP
APN 079-381-09

THIS AGREEMENT is made this _____ day of December, 2007 by and between the San Lorenzo Valley Water District, hereinafter referred to as "DISTRICT" and STEPHEN AUFDERMAUR and KATHERINE WOODTHROP, hereinafter referred to as "APPLICANTS".

W I T N E S S E T H

WHEREAS, APPLICANTS desires to receive water service as customers of DISTRICT; and

WHEREAS, APPLICANTS' property, APN 079-381-09, generally located on Aufderwood Lane in Brookdale, California, is situated within the boundaries of DISTRICT; and

WHEREAS, APPLICANTS' parcel is within the DISTRICT'S service area; and

WHEREAS, the meter review sheet of APPLICANTS' parcel indicates that a main extension is required by DISTRICT policy to serve this parcel; and

WHEREAS, it is unlikely that a water mainline extension will be constructed for this parcel; and

WHEREAS, service will be by a long service line from a meter generally located on Larkspur Drive; and

WHEREAS, DISTRICT and APPLICANTS are interested in providing service to APPLICANTS' parcel, and this Agreement provides the covenants necessary to resolve the current situation;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms of service to APPLICANTS.

2. TERM. The term of this Agreement shall be from the date this Agreement is first approved by the Board of Directors, until all covenants of this Agreement are completed and accepted by DISTRICT or its successors, or a period of one (1) year, whichever occurs first.

3. APPLICANTS' PARCEL APPLICANTS' parcel, which is the subject of this Agreement, is APN 079-381-09, generally located on Aufderwood Lane in Brookdale, in an unincorporated area of Santa Cruz County, California.

APPLICANTS' OBLIGATIONS

4. WATER SERVICE. APPLICANTS shall, at APPLICANTS' own cost, install, maintain, and operate a water service on APPLICANTS' side of the meter, subject to DISTRICT inspection and approval. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement at a physical location which is on Larkspur Drive. No leak adjustment will be granted for this service. All water lost on APPLICANTS' side of meter due to faulty or leaking plumbing fixtures shall be paid for by APPLICANTS. APPLICANTS shall, at his own expense, be responsible for repair of the service line to APPLICANTS' parcel. The water meter shall be located within the public domain.

5. RIGHTS-OF-WAY. APPLICANTS shall be responsible for obtaining and maintaining all rights-of-way necessary for the APPLICANTS' service line and all necessary appurtenances thereto. APPLICANTS shall provide DISTRICT with proof of said rights-of-way prior to service installation.

6. RIGHTS-OF-WAY INDEMNIFICATION. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement for the benefit of APPLICANTS and that physical connection between the DISTRICT'S water service meter and the APPLICANTS' parcel will be installed, maintained and operated by the APPLICANTS over property which

APPLICANTS own or has the legal right to use for these purposes. DISTRICT relies on APPLICANTS' representations that APPLICANTS have such rights. DISTRICT makes no independent investigation of this matter. As additional consideration for this Agreement, APPLICANTS agrees that in the event of any dispute involving APPLICANTS, DISTRICT and/or any third party regarding any ownership or control of the property in, on and over which DISTRICT and/or APPLICANTS have installed facilities to serve APPLICANTS' parcel, APPLICANTS will defend, indemnify and hold harmless DISTRICT, its officers, employees, agents and contractors from and against any and all liability which DISTRICT may incur for damages, including all costs, expenses, and attorney's fees related to any disputes including litigation concerning APPLICANTS' rights to use the property in which DISTRICT and/or APPLICANTS' facilities have been installed for the purposes set out in this agreement.

7. INSTALLATION OF METER. APPLICANTS shall request meter installation in writing. All fees shall be refundable until APPLICANTS requests meter to be installed.

8. PAYMENT OF FEES. APPLICANT shall pay the following fees and deposit as stated herein:

b)	Service Installation Deposit	1,100.00
	Total Fees	\$ 1,100.00

The service installation deposit shall be for the cost of installation of the service. APPLICANTS shall receive an accounting of the cost. Should the cost of installation exceed the deposit, APPLICANTS shall pay DISTRICT the difference. Should the actual cost of installation be less than the deposit, DISTRICT shall refund APPLICANTS. The payment of the service installation deposit for this parcel shall be made in conjunction with, and at the same time as, payment of the same service installation deposits for parcels 079-381-05, 079-381-11 and 079-381-12. The DISTRICT and the APPLICANTS have agreed upon simultaneous installation of service lines for all four parcels.

9. COMPLIANCE. APPLICANTS shall comply with all other DISTRICT rules or ordinances not expressly waived by this Agreement.

10. ADDITIONAL CONNECTION FEE. Additional connection fees shall be required should the plumbing plan of any actual house or houses require larger meter in compliance with DISTRICT codes Any additional connection fee shall be in accordance with the fee schedule in effect at the time of plan submittal.

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APPLICANTS shall not oppose, protest, or take any exception to the formation of, or his participation in, an assessment district or other methodology for financing and installing any water system capital improvements abutting or benefiting the subject parcel. APPLICANTS shall not oppose any Planning Commission review of water main extensions into this area. APPLICANTS shall execute documents as may be required to contribute his assessed share of the cost of the capital improvements and/or proceedings.

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DISTRICT'S OBLIGATIONS

13. TEMPORARY WAIVE OF DISTRICT REQUIREMENTS FOR APPLICANTS. DISTRICT shall temporarily waive the requirements for a main extension along APPLICANTS' frontage on APN 079-381-09 until DISTRICT or others initiate the capital improvements required by DISTRICT regulations.

14. SERVICE CONNECTION. Upon payment of all fees, re-evaluation of sizing requirements, proof of applicable rights-of-way and after APPLICANTS' written request to install the meter, DISTRICT shall install water service on Larkspur Ave.

GENERAL

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DISTRICT:

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District Manager
San Lorenzo Valley Water District
13060 Highway 9
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APPLICANTS:

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Katherine Woodthrop
PO Box 374
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SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANTS:

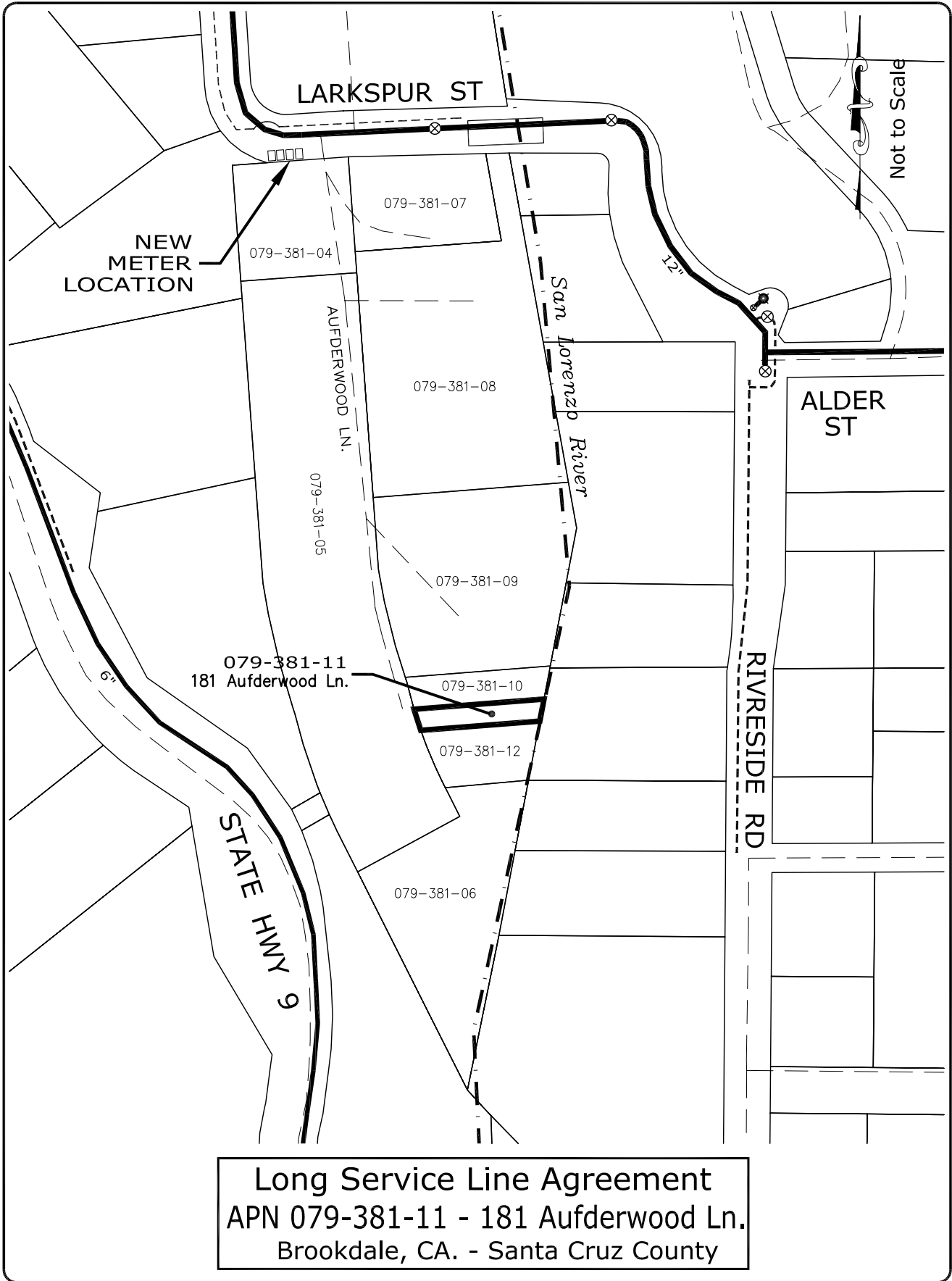
James A. Mueller, District Manager
San Lorenzo Valley Water District

Stephen Aufdermaur

Katherine Woodthrop

Attest:

District Secretary
San Lorenzo Valley Water District



San Lorenzo Valley Water District
 Serving the San Lorenzo Valley Since 1941
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Recorded by and for the Benefit of:
SAN LORENZO VALLEY WATER DISTRICT

And when recorded mail to:

SAN LORENZO VALLEY WATER DISTRICT
DISTRICT SECRETARY
13060 HIGHWAY 9
BOULDER CREEK CA 95006

To be recorded at no fee for the benefit of the District Per Government Code 27383
AGREEMENT FOR INSTALLATION OF
WATER SERVICE
STEPHEN AUFDERMAUR and KATHERINE WOODTHROP
APN 079-381-11

THIS AGREEMENT is made this _____ day of December, 2007 by and between the San Lorenzo Valley Water District, hereinafter referred to as "DISTRICT" and STEPHEN AUFDERMAUR and KATHERINE WOODTHROP, hereinafter referred to as "APPLICANTS".

W I T N E S S E T H

WHEREAS, APPLICANTS desires to receive water service as customers of DISTRICT; and

WHEREAS, APPLICANTS' property, APN 079-381-11, generally located on Aurderwood Lane in Brookdale, California, is situated within the boundaries of DISTRICT; and

WHEREAS, APPLICANTS' parcel is within the DISTRICT'S service area; and

WHEREAS, the meter review sheet of APPLICANTS' parcel indicates that a main extension is required by DISTRICT policy to serve this parcel; and

WHEREAS, it is unlikely that a water mainline extension will be constructed for this parcel; and

WHEREAS, service will be by a long service line from a meter generally located on Larkspur Drive; and

WHEREAS, DISTRICT and APPLICANTS are interested in providing service to APPLICANTS' parcel, and this Agreement provides the covenants necessary to resolve the current situation;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms of service to APPLICANTS.

2. TERM. The term of this Agreement shall be from the date this Agreement is first approved by the Board of Directors, until all covenants of this Agreement are completed and accepted by DISTRICT or its successors, or a period of one (1) year, whichever occurs first.

3. APPLICANTS' PARCEL. APPLICANTS' parcel, which is the subject of this Agreement, is APN 079-381-11, generally located on Aufderwood Lane in Brookdale, in an unincorporated area of Santa Cruz County, California.

APPLICANTS' OBLIGATIONS

4. WATER SERVICE. APPLICANTS shall, at APPLICANTS' own cost, install, maintain, and operate a water service on APPLICANTS' side of the meter, subject to DISTRICT inspection and approval. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement at a physical location which is on Larkspur Drive. No leak adjustment will be granted for this service. All water lost on APPLICANTS' side of meter due to faulty or leaking plumbing fixtures shall be paid for by APPLICANTS. APPLICANTS shall, at his own expense, be responsible for repair of the service line to APPLICANTS' parcel. The water meter shall be located within the public domain.

5. RIGHTS-OF-WAY. APPLICANTS shall be responsible for obtaining and maintaining all rights-of-way necessary for the APPLICANTS' service line and all necessary appurtenances thereto. APPLICANTS shall provide DISTRICT with proof of said rights-of-way prior to service installation.

6. RIGHTS-OF-WAY INDEMNIFICATION. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement for the benefit of APPLICANTS and that physical connection between the DISTRICT'S water service meter and the APPLICANTS' parcel will be installed, maintained and operated by the APPLICANTS over property which APPLICANTS own or has the legal right to use for these purposes. DISTRICT

relies on APPLICANTS' representations that APPLICANTS have such rights. DISTRICT makes no independent investigation of this matter. As additional consideration for this Agreement, APPLICANTS agrees that in the event of any dispute involving APPLICANTS, DISTRICT and/or any third party regarding any ownership or control of the property in, on and over which DISTRICT and/or APPLICANTS have installed facilities to serve APPLICANTS' parcel, APPLICANTS will defend, indemnify and hold harmless DISTRICT, its officers, employees, agents and contractors from and against any and all liability which DISTRICT may incur for damages, including all costs, expenses, and attorney's fees related to any disputes including litigation concerning APPLICANTS' rights to use the property in which DISTRICT and/or APPLICANTS' facilities have been installed for the purposes set out in this agreement.

7. INSTALLATION OF METER. APPLICANTS shall request meter installation in writing. All fees shall be refundable until APPLICANTS requests meter to be installed.

8. PAYMENT OF FEES. APPLICANT shall pay the following fees and deposit as stated herein:

b)	Service Installation Deposit	1,100.00
	Total Fees	\$ 1,100.00

The service installation deposit shall be for the cost of installation of the service. APPLICANTS shall receive an accounting of the cost. Should the cost of installation exceed the deposit, APPLICANTS shall pay DISTRICT the difference. Should the actual cost of installation be less than the deposit, DISTRICT shall refund APPLICANTS. The payment of the service installation deposit for this parcel shall be made in conjunction with, and at the same time as, payment of the same service installation deposits for parcels 079-381-05, 079-381-09 and 079-381-12. The DISTRICT and the APPLICANTS have agreed upon simultaneous installation of service lines for all four parcels.

9. COMPLIANCE. APPLICANTS shall comply with all other DISTRICT rules or ordinances not expressly waived by this Agreement.

10. ADDITIONAL CONNECTION FEE. Additional connection fees shall be required should the plumbing plan of any actual house or houses require larger meter in compliance with DISTRICT codes. Any additional connection fee shall be in accordance with the fee schedule in effect at the time of plan submittal. At any time in the future should additional dwelling units be added to the subject parcel; additional connection fees shall be collected by DISTRICT and paid by

APPLICANTS in accordance with DISTRICT ordinance. APPLICANTS shall not connect any additional houses to this service without the expressed written approval of DISTRICT.

11. PARTICIPATION IN FUTURE MAIN CONSTRUCTION.

APPLICANTS shall not oppose, protest, or take any exception to the formation of, or his participation in, an assessment district or other methodology for financing and installing any water system capital improvements abutting or benefiting the subject parcel. APPLICANTS shall not oppose any Planning Commission review of water main extensions into this area. APPLICANTS shall execute documents as may be required to contribute his assessed share of the cost of the capital improvements and/or proceedings.

12. HOLD HARMLESS. APPLICANTS agree that they shall assume the defense of, and indemnify and save harmless the DISTRICT and its officers, agents and employees from all suits, actions, damages or claims of every name and description, to which the DISTRICT may be subjected or put by reason of damage or injury to persons or property arising out of or resulting from this Agreement, including, but not limited to, the execution of the work; the negligence or carelessness on the part of the APPLICANTS, their agents or employees; or by or on account of any act or omission of APPLICANTS, their agents or employees, including any failure to fulfill the terms of all laws and regulations which apply to this Agreement.

DISTRICT'S OBLIGATIONS

13. TEMPORARY WAIVE OF DISTRICT REQUIREMENTS FOR APPLICANTS. DISTRICT shall temporarily waive the requirements for a main extension along APPLICANTS' frontage on APN 079-381-11 until DISTRICT or others initiate the capital improvements required by DISTRICT regulations.

14. SERVICE CONNECTION. Upon payment of all fees, re-evaluation of sizing requirements, proof of applicable rights-of-way and after APPLICANTS' written request to install the meter, DISTRICT shall install water service on Larkspur Ave.

GENERAL

15. NOTICE. All written notices to the parties hereto shall be sent United States mail, postage prepaid by registered mail, return receipt requested, addressed as follows:

DISTRICT:

James A. Mueller
District Manager
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006-9119
(831) 430-4625

APPLICANTS:

Stephen Aufdermaur
Katherine Woodthrop
PO Box 374
Brookdale, CA 95007
(831)338-7624

Changes to the above addresses and persons can be made by the same form of notice.

17. AUTHORITY TO EXECUTE AGREEMENT. Both DISTRICT and APPLICANTS do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreement for such party. Signature by APPLICANTS or their agents in this Agreement shall be notarized and shall make the APPLICANTS or their agents personally liable for any unpaid costs. APPLICANTS agree to pay all legal fees necessary in recovering any unpaid balance.

SAN LORENZO VALLEY WATER
DISTRICT:

James A. Mueller, District Manager
San Lorenzo Valley Water District

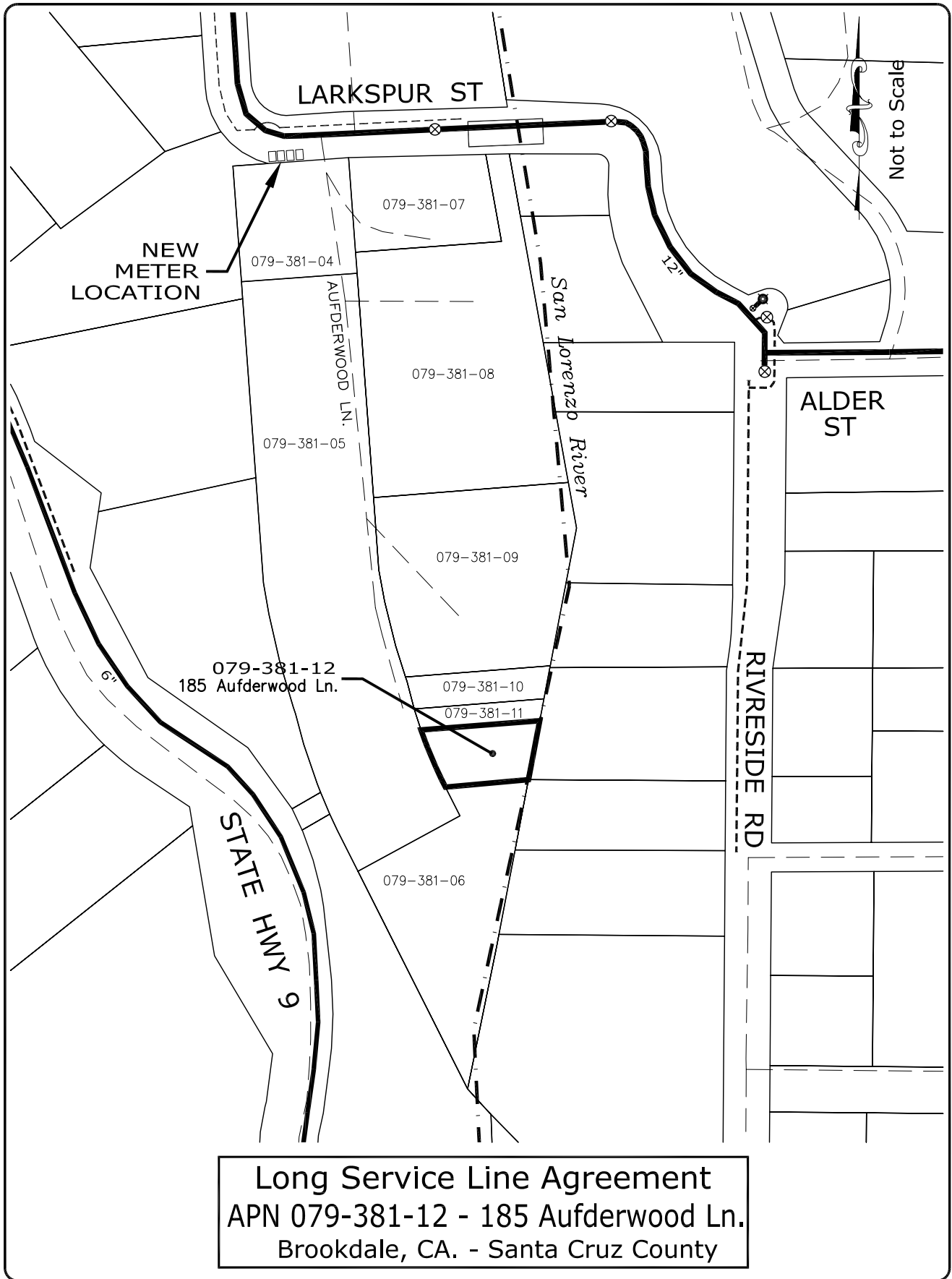
APPLICANTS:

Stephen Aufdermaur

Katherine Woodthrop

Attest:

District Secretary
San Lorenzo Valley Water District



San Lorenzo Valley Water District
 Serving the San Lorenzo Valley Since 1941
 13060 Highway 9
 Boulder Creek, California 95006
 Phone: (831) 338-2153 Fax: (831) 338-7986
 www.SLVWD.com

Attachment 4

SLVWD Dwg. No. 2230-A
 December 2007

Recorded by and for the Benefit of:
SAN LORENZO VALLEY WATER DISTRICT

And when recorded mail to:

SAN LORENZO VALLEY WATER DISTRICT
DISTRICT SECRETARY
13060 HIGHWAY 9
BOULDER CREEK CA 95006

To be recorded at no fee for the benefit of the District Per Government Code 27383

**AGREEMENT FOR INSTALLATION OF
WATER SERVICE
STEPHEN AUFDERMAUR and KATHERINE WOODTHROP
APN 079-381-12**

THIS AGREEMENT is made this _____ day of December, 2007 by and between the San Lorenzo Valley Water District, hereinafter referred to as "DISTRICT" and STEPHEN AUFDERMAUR and KATHERINE WOODTHROP, hereinafter referred to as "APPLICANTS".

W I T N E S S E T H

WHEREAS, APPLICANTS desires to receive water service as customers of DISTRICT; and

WHEREAS, APPLICANTS' property, APN 079-381-12, generally located on Aufderwood Lane in Brookdale, California, is situated within the boundaries of DISTRICT; and

WHEREAS, APPLICANTS' parcel is within the DISTRICT'S service area; and

WHEREAS, the meter review sheet of APPLICANTS' parcel indicates that a main extension is required by DISTRICT policy to serve this parcel; and

WHEREAS, it is unlikely that a water mainline extension will be constructed for this parcel; and

WHEREAS, service will be by a long service line from a meter generally located on Larkspur Drive; and

WHEREAS, DISTRICT and APPLICANTS are interested in providing service to APPLICANTS' parcel, and this Agreement provides the covenants necessary to resolve the current situation;

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the terms of service to APPLICANTS.

2. TERM. The term of this Agreement shall be from the date this Agreement is first approved by the Board of Directors, until all covenants of this Agreement are completed and accepted by DISTRICT or its successors, or a period of one (1) year, whichever occurs first.

3. APPLICANTS' PARCEL APPLICANTS' parcel, which is the subject of this Agreement, is APN 079-381-12, generally located on Aufderwood Lane in Brookdale, in an unincorporated area of Santa Cruz County, California.

APPLICANTS' OBLIGATIONS

4. WATER SERVICE. APPLICANTS shall, at APPLICANTS' own cost, install, maintain, and operate a water service on APPLICANTS' side of the meter, subject to DISTRICT inspection and approval. APPLICANTS understands the DISTRICT provides water service pursuant to this Agreement at a physical location which is on Larkspur Drive. No leak adjustment will be granted for this service. All water lost on APPLICANTS' side of meter due to faulty or leaking plumbing fixtures shall be paid for by APPLICANTS. APPLICANTS shall, at his own expense, be responsible for repair of the service line to APPLICANTS' parcel. The water meter shall be located within the public domain.

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SAN LORENZO VALLEY WATER
DISTRICT:

APPLICANTS:

James A. Mueller, District Manager
San Lorenzo Valley Water District

Stephen Aufdermaur

Katherine Woodthrop

Attest:

District Secretary
San Lorenzo Valley Water District