

Staff Report

for the Board of Directors' Meeting of August 22, 2018

TO: Board of Directors

FROM: Chip Close, Water Operations Manager
Shannon Wood, Business Services Technician

DATE: August 14, 2018

SUBJECT: First Amendment to Funding Agreements for District Financed Waterline Extension – Table Meadow Road (Consent)

OPERATIONS

RECOMMENDATION:

Approve First Amendment to Funding Agreement for District Financed Waterline Extension project entitled Table Meadow Road Waterline Extension with property owners: Ritchart, Uhl, Chalko, Stevens/Macdonald, Pettus, Beeman, Mackey and Sample as previously recommended by the Board of Directors.

BACKGROUND:

Originally, Funding Agreements for the District Financed Waterline Extension (DFWLE) for the Table Meadow Road project were executed December 9, 2015. In 2018, the Board of Directors approved changes to the DFWLE program including allowing for financing of up to 90% of participants fees, extending the term to 30 years (January 24, 2018 meeting), and changing the surcharge modifier to US 5-Year Agency Bond Rate which has been provided by the Finance Manager of 3.05% (May 23, 2018 meeting).

It was acknowledged at the January 24, 2018 Board meeting to extend these terms to the Table Meadow Road DFWLE project participants by amending their Funding Agreements since this project was not 100% complete.

Staff mailed a letter on June 4, 2018 to all participants notifying them of the updated terms available (enclosed for reference) with a deadline of August 31, 2018 to execute a new agreement. At this time, of the 14 participants: 3 have paid in full, 1 elected to keep the original funding agreement, 8 have executed

amendments with updated terms, 1 has indicated the desire for an amendment but has yet to execute, and 1 has had a change in circumstance with a death and the property is currently on the market.

Legal Counsel helped create and reviewed the First Amendment to the Funding Agreement provided to the Table Meadow Road DFWLE participants.

Several of the property owner participants elected to move forward by installing their treated water meters. By doing so, they were required to pay all funds above the previous maximum financed amount of \$30,000; in this case the amount collected was \$10,941.15. By allowing financing of 90% of project and meter costs, staff has prepared to refund these collected fees and incorporated the total financed amount within the First Amendment to the Funding Agreement, also acknowledged at the January 24, 2018 Board meeting.

Of the 8 Amendments attached, Ritchart, Uhl, and Chalko have already installed meters and will be receiving a refund in order to finance 90% of costs. Stevens/Macdonald, Pettus, Beeman, Mackey, and Sample will be having meters installed in the near future.

BUDGETARY IMPACT:

Due to the approved changes to the District DFWLE program, there is a loss in revenue (lending income) by reducing the surcharge modifier from 4.0% to 3.05%.

/sw

Attachment (9):

- Correspondence dated June 4, 2018 regarding updated DFWLE terms
- First Amendment to Funding Agreement for Ritchart (with Exhibits)
- First Amendment to Funding Agreement for Uhl (w/o Exhibits)
- First Amendment to Funding Agreement for Chalko (w/o Exhibits)
- First Amendment to Funding Agreement for Stevens/Macdonald (w/o Exhibits)
- First Amendment to Funding Agreement for Pettus (w/o Exhibits)
- First Amendment to Funding Agreement for Beeman (w/o Exhibits)
- First Amendment to Funding Agreement for Mackey (w/o Exhibits)
- First Amendment to Funding Agreement for Sample (w/o Exhibits)

June 4, 2018

«First_Name» «Last_Name»
«Address_Line_1»
«City», «State» «ZIP_Code»

Re: Table Meadow District Financed Waterline Extension – Funding Agreement Terms - Status

Dear «First_Name» «Last_Name»:

The Nevada Irrigation District Board of Directors (Board) met on May 23, 2018 to discuss the remaining items of the DFWLE policy as mentioned in my February 5, 2018 letter. The Board approved amending the policy by reducing the interest rate to 3.05% as recommended by the District Administrative Practices Committee.

To summarize, changes to the DFWLE policy are as follows:

- Interest rate is 3.05% for agreements executed May 23, 2018 – March 31, 2019
- Finance the entire balance due as indicated on the final application for meter installation
- Length of term is 30 years

You may take advantage of these new terms by executing a new Funding Agreement (replacing the existing Funding Agreement). If you would like a new Funding Agreement prepared for execution please contact me as soon as possible, but no later than August 31, 2018. Otherwise, you may finalize your originally issued paperwork to install a meter under the original terms.

If you have any questions, please feel free to contact me at 530-273-6185 ext. 240 or via email at wood@nidwater.com.

Sincerely,

Shannon Wood
Business Services Technician

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-31

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Ritchart**

**(District Financed Waterline Extension)
Table Meadow Road Waterline Extension**

This First Amendment ("First Amendment") to the existing Funding Agreement for Ritchart (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 Thomas R. Ritchart & Mary L Ritchart ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27688 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-31, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Given the policy revisions and more favorable financing terms, District will refund payments paid by Participant classified as "Potential Over 30k Max" (totaling \$10,941.15) within 30 days of the execution of this First Amendment.
3. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: 
Thomas R. Ritchart

By: _____
William Morebeck, President of the Board of Directors

By: 
Mary L. Ritchart

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Nevada)

On 07/24/2018 before me, Shannon Matteoni, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Thomas R. Ritchart and Mary L. Ritchart
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shannon Matteoni
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

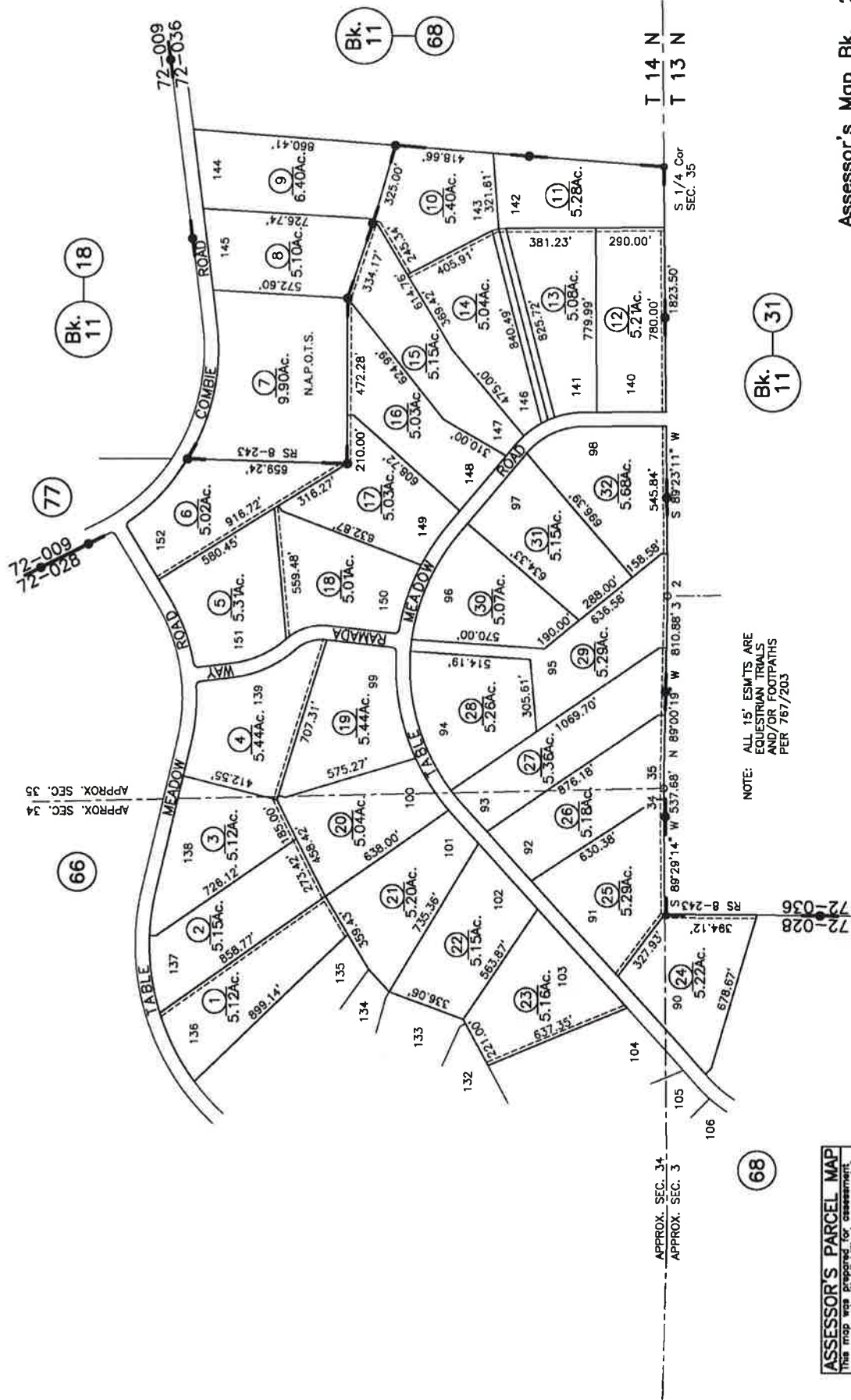
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

PTN. SECS. 3, 34, & 35, T. 14 N., R. 8 E., M.D.B. & M.

Tax Area Code
72-028
72-036

21-67
(Fmly. Ptn. 11-22 & 31)



ASSESSOR'S PARCEL MAP
 This map was prepared for assessment purposes only. The accuracy of data shown, Assessor's parcels may not comply with local lot-split or building area ordinances.

LAKE of the PINE RANCHOS SUB Bk. 3 Pg. 40

Assessor's Map Bk. 21 -Pg. 67
County of Nevada, Calif.
2010

AAG 5/10

SECTION 10

TREATED WATER SYSTEM EXTENSIONS

10.20 DISTRICT FINANCED WATERLINE EXTENSIONS

The goal of this Section is to permit expansions of residential water service to new customers by authorizing planning services and an advance of District funds to eligible neighborhood groups actively seeking the extension of treated water line(s) into their community. Assistance offered by this program includes informative group meetings, providing project design and construction services, providing advanced project funding, and providing a means for recovering project costs advanced by the District from the neighborhood over time. A project implemented through this Section shall be referred to as “District Financed Waterline Extension, or DFWLE.

10.20.01 DFWLE Eligibility

Neighborhood groups representing existing single-family residential dwellings, including duplex units, and to a limited extent, unimproved lots are eligible for the DFWLE program. The DFWLE program will not be used to finance treated water facilities for commercial or industrial land uses, or for lands under development through a use permit or for subdivisions, including planned unit or similar developments.

The intent of the DFWLE policy is to provide treated water to existing developed neighborhoods. Unless otherwise authorized, the number of unimproved parcels eligible for inclusion with any recognized neighborhood group will be limited to 20% of total potentially served parcels. A parcel shall be considered improved if a building permit has been issued for a residence on that parcel.

An eligible DFWLE must contain a minimum of 6 parcels, of which at least 5 must be improved, and a target maximum of 40 parcels. The minimum participation level will be

at least 50% of the total parcels that the District determines could potentially be served by the DFWLE, rounded to the nearest whole number. Participation will be implemented through the execution of a DFWLE Funding Agreement as described below. A DFWLE Funding Agreement, fully executed by the interested landowner(s), must be delivered to the District and approved by the Board before it is effective. To avoid delays in construction, once the District issues a Notice to Proceed to the Contractor constructing the DFWLE facilities, no further Funding Agreements will be accepted by the District.

10.20.02 DFWLE Program Eligibility List

The District will maintain a list (Eligibility List) of neighborhoods requesting participation in the DFWLE program. To be placed on the Eligibility List, a neighborhood must submit its request in writing. The request must include 1) a contact person and telephone number, 2) parcel number of each participating parcel, 3) owner(s) name and address for each parcel, and 4) signatures from each owner.

Priority will be established based on the date of addition to the Eligibility List, and on active participation. As shown on the flowchart, the Engineering Committee will determine the next neighborhood group eligible for funding under the DFWLE program and the Administrative Practices Committee will evaluate funding. At that time, with a recommendation from both Committees, the Board of Directors will consider encumbering DFWLE allocated funds and assignment of a rate of interest representing interest foregone by the District had the funds allocated for the DFWLE project been otherwise invested. Upon determination of the interest rate, the Board of Directors will assign a surcharge modifier to the DFWLE project. (The surcharge modifier is calculated as determined elsewhere in this Section.) Funds encumbered for an individual DFWLE and funds allocated for all DFWLE projects shall be subject to the discretion of the Board and to limitations imposed by the Board of Directors as part of its budgeting authority, and may be reduced or restricted as the Board deems necessary given the other financial demands on the District.

Once a project is deemed eligible as a DFWLE project, the District will incorporate the general program provisions, complete a Water Service Study, establish the maximum charge for recovering project costs, and solicit neighborhood commitment through an informative group meeting.

10.20.03 General Program Provisions

Participation in the DFWLE program is voluntary. DFWLE project costs will be allocated equally among all parcels with potential service from the water line extension. The Board of Directors will determine the level of funding available for all DFWLE projects on the Eligibility List on at least a yearly basis.

The District will advance the funds necessary to meet the costs for eligible DFWLE project(s) approved by the Board of Directors, less the total amount of good-faith deposits received. The District will recover the funds advanced through the application of the Service Extension Charge (SEC).

District funds advanced to the DFWLE program for participating parcels which submit a good faith deposit will be recovered through the application of a Service Extension Charge (SEC). The maximum cost recovery time period will be 30 years. The SEC will be collected as part of the participating parcel's treated water bill. The SEC will include a surcharge modifier to compensate the District for the loss of interest earnings as a result of funding participating parcel's share of the DFWLE costs. DFWLE costs allocated to parcels without an executed funding agreement will be subject to the Districts Reimbursement Policy #3175.

Costs eligible for advance by District under the DFWLE program include preliminary design, compliance with CEQA, design, rights of ways, construction, construction management, and capacity and meter installation charges for a domestic meter. The maximum amount of financeable project facility costs, including capacity and meter installation charges, is 90% of the total cost per participating parcel.

The applicant shall complete and submit an Application, Form 10-E, requesting to participate in the District Financed Waterline Extension Program, and the District will charge an administrative processing fee as shown on the application. The processing fee is non-refundable regardless of completion of the waterline extension project.

10.20.04 Service Extension Charge (SEC)

A Service Extension Charge (SEC) will be used to recover over time District funds advanced for DFWLE project costs from participating parcels that have paid a good faith deposit. The SEC will be added to, and become part of the water bill for each of the participating parcels. The maximum SEC required to support project costs allocated to each participating parcel (“Total Costs”) will be determined in the Water Service Study as defined in Section 10.20.06. The SEC will appear on the water bill and will be calculated following compilation of all project costs. The SEC will be calculated as 1) the total project costs, 2) divide by the number of potentially served parcels, 3) add the total capacity and meter installation charges, 4) subtract the total good-faith deposits received, 5) divide by the total number of anticipated billing periods within the cost recovery period, and 6) multiply by the surcharge modifier as determined elsewhere in this Section.

The SEC will be the same for all participating parcels within a particular DFWLE project and will not change once it first appears on the water bills.

10.20.05 Surcharge Modifier

A surcharge will be used to compensate the District for the loss of interest earnings as a result of lending on District projects. The modifier will be determined by the Finance Manager/Treasurer and based on the United States 5-Year Agency Bond Rates published by the District’s Investment Broker on April 1. The surcharge modifier will be calculated as 1) the Capital Recovery Factor 2) multiplied by the number of billing periods within the project cost recovery period.

10.20.06 Water Service Study

The District will complete a Water Service Study for the next eligible DFWLE project as determined by the Engineering Committee. Prior to beginning the study, the District will investigate the area surrounding the core neighborhood group to map the parcels which could potentially receive water service from the DFWLE. Should the District determine that expansion of the project to other parcels is necessary for the orderly expansion of the distribution system; the District will add the parcels to the DFWLE group.

The Water Service Study will include at least:

- a. Project location map and preliminary facility layouts
- b. Delineation of potential parcels served from DFWLE
- c. Project costs; including preliminary design, compliance with CEQA, design, rights-of-ways, facilities construction, construction management, and contingencies.
- d. District participation in facility costs if appropriate, pursuant to District policy (including the Capacity Charge Study).
- e. Capacity and Meter Installation charges for a minimum-size water meter.
- f. Maximum Total Charge
- g. Maximum Service Extension Charge (SEC) required to amortize the Maximum Total Charge.

The cost estimates and SEC quoted in the Water Service Study will be honored for a minimum of 12 months, giving time to complete formation of the group, and execution of a Funding Agreement with each participating parcel.

The District will perform the Water Service Study without charge to the neighborhood group.

10.20.07 Initial Group Meeting

Upon completing the Water Service Study, the District will notify the group contact person and arrange for an initial group meeting. The District will present the findings of the study and answer questions.

10.20.08 Good-Faith Deposit

Should the neighborhood group demonstrate a willingness to proceed with the DFWLE project based on the maximum SEC quoted during the initial group meeting; the District will request an application and a good-faith deposit from each of the participating parcels. A good-faith deposit must be received from at least 50% of the benefitted parcels as calculated in accordance with Section 10.20.01 and will be applied against the total project cost so as to reduce the SEC for each participating parcel.

The deposit amount will be at least 10% of each participating parcel's share of the estimated project cost, including capacity and meter installation charges.

As established in the flowchart, after the District's request to all participating parcels to execute an application and make a good faith deposit, each participating parcel must sign and return a letter containing the terms and conditions of the deposit, and return the deposit with the letter. Should one or more prospective participating parcels fail to return the deposit amount and a countersigned deposit letter; the non-responsive parcel(s) will be removed from the neighborhood group list. If this process results in less than the minimum participation from the potentially served parcels as calculated in accordance with Section 10.20.01 within the allowed solicitation period, all deposits will be returned and the project will be removed from the eligibility list.

Once a good-faith deposit and executed letter have been collected from at least 50% of the potentially served parcels as calculated in accordance with Section 10.20.01, the District will request the owner(s) of each participating parcel to enter into a Funding Agreement. The District will also begin charging expenses against the project for

inclusion in the Total Charge. Retroactive charges, representing costs incurred to that date by the District will not be applied to the Total Charge to be recovered under the Funding Agreement.

If, during development, but after receipt of the requisite number of good faith deposits, the project fails due in whole or in part to the actions or inactions of the participating parcels, the DFWLE will be discontinued and the amount of good-faith deposit that remains unused at the time will be split equally among participating parcels and returned. If the project fails due solely to the actions or inactions by the District, the total amount of good-faith deposits will be returned.

10.20.09 Easements - Subordination of Agreement/Easements

Concurrent with the submission of the good faith deposit, owners of participating parcels must agree that before the commencement of construction by District, and in no event later than the date of execution of a Funding Agreement, they will, when requested, convey to the District easement(s), in the form prepared by the District, that the District determines are necessary for installation and maintenance of the waterline extension project. Owners must also agree to seek and obtain subordination from any mortgagor or holder of deed of trust or other lien holder of a security interest in the parcel, subordinating their security interest(s) to the District easement, the Funding Agreement, and the lien authorized under the Funding Agreement. For any necessary easements required for the waterline extension over property owned by other persons or entities, which are not participating parties but from whom an easement is required, the participating owner will seek to facilitate, in cooperation with other participating owners, the subordination of any mortgagors, trustors, or lien holders in favor of the District's easement. The Funding Agreement will specify that the District may refuse to execute the Funding Agreement, or if executed, cease the design and implementation of the pipeline extension financing project, with no further rights or obligations between the parties, in the event the District determines, at its sole discretion, that any failure to subordinate by a participating property owner's lender or the lender for a parcel owned

by another person or entity renders the project not in the best interest of the District. The District is not required to initiate proceedings in eminent domain to acquire any easement or subordination required for the DFWLE. All required right of way documentation, including subordinations necessary for a pipeline extension project must be executed and effective prior to the start of construction.

In the event that a prospective participating owner cannot obtain subordination, they may submit a written request for waiver to the General Manager. The General Manager may modify or waive the requirement to obtain subordination including title insurance, in those circumstances where it is determined that the value of the District's interest is so small as to render such documentation economically unreasonable; the risk of foreclosure is so small that it is not considered a realistic risk; and/or the lender or senior lienholder provides the District with alternative assurance satisfactory to the General Manager, that the District's easement will not be disturbed by a senior lienholder. The General Manager's determination can be appealed by written request to the Administrative Practices Committee (APC), who may by unanimous action grant the appeal, deny the appeal, or forward the appeal to the Board of Directors with or without recommendation. If the APC denies the appeal, the applicant may make a final appeal to the Board of Directors. The decision of the Board of Directors shall be made in its sole and unlimited discretion and will not be subject to appeal.

10.20.10 Funding Agreement

The owner(s) of each participating parcel must enter into a Funding Agreement, subject to approval by the Board of Directors, as found in Form 10-F attached to these regulations. Special provisions may be added to, or other revisions made to the Funding Agreement form as found necessary by the District under the circumstances of each transaction. The Funding Agreement will be recorded against the participating parcel.

The Funding Agreement, once recorded, will authorize a lien by the District on the participating parcel for the purpose of collecting all delinquent water account charges, including the accumulated SEC.

Project design work will not begin until at least 50% of the potentially served parcels as calculated in accordance with Section 10.20.01 have executed a Funding Agreement, returned it to the District, and the agreement has been recorded with the County Clerk.

10.20.11 Project Cost Compilation and SEC Adjustment

Following completion of construction of the DFWLE facilities, project costs will be compiled and a final Total Charge will be calculated. The District will analyze the project costs and issue a project completion Cost Accounting Report. The report will recalculate, based on actual project costs, all program variables, including the SEC.

If the Cost Accounting Report indicates that the Total Charge requires an SEC greater than the maximum SEC appearing in the Funding Agreement, the SEC will remain unchanged and the District will pay the overrun. The District will not place further claim on participating parcels for the amount of the overrun.

If the Cost Accounting Report indicates that total project costs allow an SEC less than the maximum SEC appearing in the Funding Agreement, the District will adjust the SEC accordingly to the lower amount appearing in the report. The revised SEC and associated monthly payment will be included with the next water bill for each of the participating parcels.

10.20.12 Failure to Pay Treated Water Bill

Failure to pay a treated water bill as required in the Funding Agreement, including the SEC, will result in a delinquent account and, if not paid in accordance with District rules, a subsequent notice of turn-off, followed by turn-off. Upon issuance of a turn-off notice, whether or not the service is actually discontinued, all delinquent amounts will become

due and payable. Treated water service will remain off and the SEC will continue to accrue, along with all other appropriate and customary charges, until the account has been paid in full. Unpaid balances shall constitute a lien against the participating parcel.

10.20.13 Pre-Payment of Project Costs and Charges

Upon completion of construction, compilation of project cost, and final SEC adjustment (if required), a participating parcel may pre-pay all or a portion of its Total Charge, including capacity and meter installation charges. Multiple pre-payments will be accepted without penalty from each participating parcel during the cost recovery period.

Upon receiving a pre-payment from a participating parcel, the time allocated for cost recovery will be reduced. The number of billing periods by which the cost recovery period will be reduced will be determined by 1) dividing the pre-payment amount by the SEC amount, 2) multiplying the results by the surcharge modifier declared by the Board of Directors, and rounding down to the nearest whole number. The fraction remaining, if present, will be 1) multiplied by the SEC, 2) divided by the surcharge modifier, and 3) the resulting dollar amount will be credited to the participating parcel's treated water account.

Upon any sale, conveyance, assignment, or other transfer of the parcel, excluding transfer to a spouse, immediate family member, or to a living trust for estate planning purposes established by the current property owners, the Funding Agreement will terminate and any unpaid portion of the Total Charge will be immediately due and payable in full.

10.20.14 Subdivision of a Participating Parcel

Upon the subdivision of a participating parcel, the District will assign the existing treated water service account (including the SEC) to one of the newly created parcels or units. All other parcels or units created by the subdivision will be subject to the District Installed Waterline Reimbursement Policy when applying for a new service.

10.20.15 Reimbursement

The District will collect the proportionate share of the DFWLE cost as reimbursement from any parcel that did not execute a Funding Agreement as a condition of connection to the DFWLE pipeline. These parcels will be subject to the District Installed Waterline Reimbursement Policy #3175. The District will not collect reimbursement from non-participating parcels that have been granted a temporary service location (TSL). (Reference is made to the District's TSL policy.)

Exhibit C

Exhibit C - First Amendment to Funding Agreement for Richart TABLE MEADOW ROAD - DFWLE

REQUIRED INFORMATION

Number of <i>Parcels</i> :	23
<i>Payment Recover Period</i> :	360 months
<i>Actual Participant Const./Admin. Cost</i> ¹ :	\$772,734.41
Capacity Charge 5/8" Meter:	\$9,516
Meter Installation Charge 5/8" Meter:	\$581.00
Surcharge Multiplier:	1.527505

CALCULATIONS

PARTICIPANT'S *Share* :

$$\text{Actual Project Cost} \div \text{Number of Participating Parcels} = \mathbf{\$33,597.15}$$

PARTICIPANT'S Good-Faith Deposit:

$$10\% \text{ of PARTICIPANT'S } \textit{Share}^2 \text{ (Collected)} = \mathbf{\$3,410}$$

PARTICIPANT'S *Total Charge* :

$$\text{PARTICIPANT'S } \textit{Share} + \text{Capacity Charge} + \text{Meter Installation Charge} - \text{PARTICIPANT'S Good-Faith Deposit} = \mathbf{\$40,284.15}$$

Base Monthly Recovery Charge:

$$\text{PARTICIPANT'S } \textit{Total Charge} \div \textit{Payment Recovery Period} = \mathbf{\$111.90}$$

Surcharge Multiplier:

$$\text{Monthly multiplier for NID financing at 3.05\% APR} = \mathbf{1.527505}$$

PARTICIPANT'S Monthly *Service Extension Charge (SEC)* :

$$\text{Base Monthly Charge} * \text{Surcharge Modifier} = \mathbf{\$170.93}$$

Per Month

¹Does not include Capacity Charge or Installation Charge

²Good faith deposit equals 10% of project facility costs excluding capacity and meter installation charges.

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-29

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Uhl**

**(District Financed Waterline Extension)
Table Meadow Road Waterline Extension**

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RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27538 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-29, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Given the policy revisions and more favorable financing terms, District will refund payments paid by Participant classified as "Potential Over 30k Max" (totaling \$10,941.15) within 30 days of the execution of this First Amendment.
3. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: Michael C Uhl
Michael C. Uhl

By: _____
William Morebeck, President of the Board of Directors

By: Deceased
Riki R. Uhl

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Nevada)

On 07/19/2018 before me, Shannon Matteoni, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael C. Uhl
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shannon Matteoni
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF NEVADA

GRASS VALLEY, CALIFORNIA 95945

CERTIFICATE OF DEATH

3201629000905

Form with sections: DECEASED'S PERSONAL DATA, USUAL RESIDENCE, INFORMANT, SPOUSE/SRDP AND PARENT INFORMATION, FUNERAL DIRECTORY, PLACE OF DEATH, CAUSE OF DEATH, PHYSICIAN'S CERTIFICATION, CORONER'S USE ONLY. Includes fields for name, date of birth, cause of death, and certifier information.



CERTIFIED COPY OF VITAL RECORD STATE OF CALIFORNIA, COUNTY OF NEVADA

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Nevada County Health Department.

DATE ISSUED DEC 12 2016

Signature of Michael David Boyd

Signature of Kenneth Cutler

Kenneth Cutler, MD COUNTY HEALTH OFFICER

This copy is not valid unless prepared on an engraved border displaying the date, seal and signature of the Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

CANEVADA01

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-32

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Chalko**

(District Financed Waterline Extension)
Table Meadow Road Waterline Extension

This First Amendment ("First Amendment") to the existing Funding Agreement for Chalko (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 Nick J. Chalko & Maria L. Chalko ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27802 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-32, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Given the policy revisions and more favorable financing terms, District will refund payments paid by Participant classified as "Potential Over 30k Max" (totaling \$10,941.15) within 30 days of the execution of this First Amendment.
3. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: 
Nick J. Chalko

By: _____
William Morebeck, President of the Board of Directors

By: 
Maria L. Chalko

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Nevada)
On 07/20/2018 before me, Shannon Matteoni, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Nick J. Chalke
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shannon Matteoni
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Nevada)
On 08/09/18 before me, Maryann Bailey, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Maria C. Chalko
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-16

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Stevens/MacDonald**

**(District Financed Waterline Extension)
Table Meadow Road Waterline Extension**

This First Amendment ("First Amendment") to the existing Funding Agreement for Stevens/MacDonald (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 Roger H. Stevens and Heather J. MacDonald ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27689 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-16, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

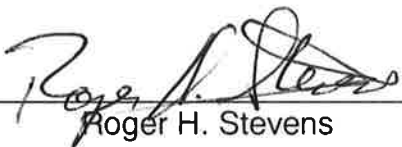
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: 
Roger H. Stevens

By: _____
William Morebeck, President of the Board of Directors

By: 
Heather J. MacDonald

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Nevada

On 08/02/2018 before me, Shannon Matteoni, Notary Public.
Date Here Insert Name and Title of the Officer

personally appeared Roger H. Stevens and Heather J. MacDonald
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shannon Matteoni
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-18

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Pettus**

**(District Financed Waterline Extension)
Table Meadow Road Waterline Extension**

This First Amendment ("First Amendment") to the existing Funding Agreement for Pettus (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 Robert W. Pettus & Gwendolyn Pettus, as Trustees of the Robert W. Pettus and Gwendolyn Pettus Family Trust aka The Pettus Trust dated November 4, 1997 ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 13013 Ramada Way, Auburn, CA known as Assessor Parcel Number 21-670-18, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: Robert W. Pettus
Robert W. Pettus

By: _____
William Morebeck, President of the Board of Directors

By: Gwendolyn Pettus
Gwendolyn Pettus

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Nevada }

On 08/07/2018 before me, Shannon Matteoni, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert W. Pettus and Gwendolyn Pettus
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shannon Matteoni
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Beeman**

**(District Financed Waterline Extension)
Table Meadow Road Waterline Extension**

This First Amendment ("First Amendment") to the existing Funding Agreement for Beeman (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 Stephen G. Beeman & Gail M. Beeman ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27765 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-10, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: 
Stephen G. Beeman

By: _____
William Morebeck, President of the Board of Directors

By: 
Gail M. Beeman

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of NEVADA)

On AUGUST 10, 2018 before me, TINA V. MARTIN, Notary Public
(here insert name and title of the officer)

personally appeared Stephen G. BEEMAN AND GAIL M. BEEMAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-14

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Mackey**

(District Financed Waterline Extension)
Table Meadow Road Waterline Extension

This First Amendment ("First Amendment") to the existing Funding Agreement for Mackey (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 Lawrence J. Mackey and Diane M. Mackey, Trustees of the Lawrence J. Mackey and Diane M. Mackey Revocable Living Trust Dated May 10, 1995 ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27745 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-14, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

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

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: Deceased
Lawrence J. Mackey

By: _____
William Morebeck, President of the Board of Directors

By: Diane M. Mackey
Diane M. Mackey

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Nevada)

On August 3, 2018 before me, Kristi A. Kelly, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Diane M. Mackey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kristi A. Kelly
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

RECORDING REQUESTED BY:

Nevada Irrigation District

WHEN RECORDED MAIL TO:

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

APN: 21-670-30

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recordation requested by Nevada Irrigation District,
a political Subdivision of the State of California,
pursuant to Government Code Section 6103/27361.3.

**FIRST AMENDMENT TO FUNDING AGREEMENT
for Sample**

**(District Financed Waterline Extension)
Table Meadow Road Waterline Extension**

This First Amendment ("First Amendment") to the existing Funding Agreement for Sample (District Financed Waterline Extension) Table Meadow Road Waterline Extension ("Agreement") is made on the ___ day of _____, 2018, 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 John Raymond Sample & Susan Rae Sample ("PARTICIPANT").

RECITALS

WHEREAS, Participant and District are parties to existing Agreement dated December 9, 2015; and

WHEREAS, pursuant to the Agreement and in consideration of the terms and conditions set forth therein, District financed installation and construction of facilities necessary to extend service to Participant's parcel of land located at 27584 Table Meadow Road, Auburn, CA known as Assessor Parcel Number 21-670-30, of Nevada County, and more particularly described in Exhibit "A", of Nevada County Records, by this reference incorporated herein ("PROPERTY"); and

WHEREAS, District's Board of Directors, at a duly noticed public meeting held on May 23, 2018, modified the District's Rules and Regulations governing water service, Section 10.20, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the District's modifications as set forth in Exhibit B generally extend more favorable financing terms to certain participants to the District's Financed Waterline Extension Program, including Participant;

WHEREAS, Participant has reviewed and considered the policy revisions made by the District as set forth in Exhibit B and requests that the District modify the Agreement to include the terms set forth in Exhibit B.

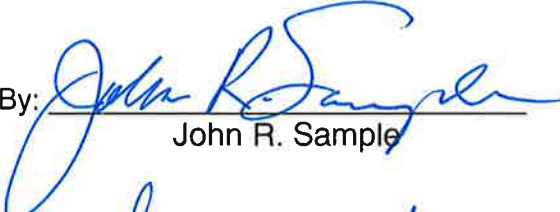
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby stipulated by District and Participant, the parties agree as follows:

1. Exhibit C of the Agreement is superseded and replaced in its entirety by Exhibit C of this First Amendment.
2. Except as specifically modified in this First Amendment, the terms of the Agreement remain in full force and effect.

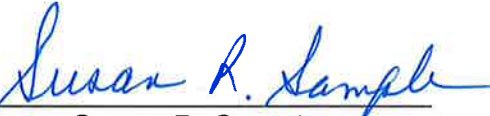
THIS AGREEMENT is made by the undersigned parties on the date first written above, at Grass Valley, California.

PARTICIPANT

NEVADA IRRIGATION DISTRICT

By: 
John R. Sample

By: _____
William Morebeck, President of the Board of Directors

By: 
Susan R. Sample

Attest: _____
Kris Stepanian, Secretary to the Board of Directors

[Notarize all signatures]

ACKNOWLEDGMENT

A Notary or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF NEVADA } S.S.

On August 9, 2018 before me, Anthony D. Rondoni, Notary Public, personally appeared

John R. Sample

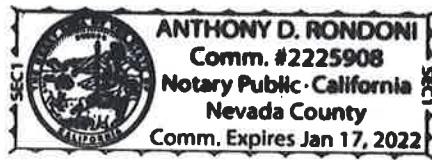
and

Susan R. Sample

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.



Signature Anthony D. Rondoni
Anthony D. Rondoni, Notary Public