

5 West Side Park 8

AGREEMENT TO PROVIDE INTERIM WATER SERVICE
TO WEST SIDE PARK MUTUAL WATER COMPANY SERVICE
AREA LOCATED IN SECTION 16, T 6 N, R 12 W, S.B.B.&M.

THIS AGREEMENT, made and entered into this 3rd day of April, 1980, by and between PALMDALE WATER DISTRICT, Palmdale, California, hereinafter referred to as the "District," ANTELOPE VALLEY-EAST KERN WATER AGENCY, Quartz Hill, California, hereinafter referred to as the "Agency," and WEST SIDE PARK MUTUAL WATER COMPANY, Palmdale, California, hereinafter referred to as the "Company,"

W I T N E S S E T H:

THAT WHEREAS, the Company relies solely upon a water well to provide water service within its service area in Section 16, T 6 N, R 12 W, S.B.B.& M.;

WHEREAS, the Company desires to provide an alternative source of water supply to be available in the event of any emergency which might result in shortage of lack of water supply from said well;

WHEREAS, the Agency has its South Feeder pipeline in West Avenue N, which pipeline has the capability to provide an emergency supply of potable water to the Company, as a result of treatment of California State Project water at Agency's Quartz Hill Water Treatment Plant;

WHEREAS, said Company's area is located within the boundaries of the District, which District anticipates building a future water supply system to wholesale imported supplemental water from the State Water Project which will be capable of providing a water source for the Company, but has no objection to the Company receiving water service from the Agency for an interim period until the District's water supply facilities are available;

AND, WHEREAS, under the circumstances, the Agency is willing to provide the Company with an interim water service connection to its water system;

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed as follows:

(1) Both the District and Company hereby acknowledge and agree that the Agency is under no obligation whatsoever to provide water service of any nature to the Company's service area in said Section 16, T 6 N, R 12 W, S.B.B.& M., and that the water service connection to be provided hereunder is furnished as a courtesy and convenience to the Company to the extent and for as long as excess capacity exists in Agency's treatment and pipeline facilities above the capacity necessary to serve the demands of lands and inhabitants within the Agency, and does not create a liability or obligation of the Agency to continue to provide water service to the affected area; further, that in the event Agency's facilities should become inadequate to meet all water service demands, including those of Company, said water service connection to Company's facilities may be disconnected by the Agency upon issuance in writing of a 24-hour notice; further, that in the event a water shortage should occur within the Agency, the water service connection shall likewise be disconnected upon written 24-hour notice unless District should make available water from its imported supply for treatment and delivery by Agency to Company; further,

that the District will negotiate with the Company to provide water service when the District's imported water and water distribution facilities become available; and further, that the water service connection facilities, including vault, water meter and appurtenances to be provided hereunder, are the property of the Agency and shall continue to be the property of the Agency after the interim water service is terminated.

(2) The Agency agrees to provide the Company with a water service connection from the South Feeder water supply system at a mutually convenient point upon the following terms and conditions:

(a) Receipt in advance from the Company of the amount which is the established cost of providing said water service connection pursuant to the Rules and Regulations of Agency for the capacity to be requested by Company. Company will reimburse Agency for any additional costs incurred for installation of facilities between water service connection and Company's water system requested by Company of Agency.

(b) The Company agrees to pay the Agency the water rate established annually in the Agency Rules and Regulations for Municipal and Industrial Treated Water supplied outside of the Agency. Company shall have the same right of notice and hearing on amendment of the Rules and Regulations as other Agency Water Service Contractors. For the year 1980, the water rate for said service shall be \$177 per acre-foot.

(c) The Company fully understands that after the Agency's water service connection is provided, the Company's Water System will be under direct pressure and supply from Agency facilities and that it is the Company's responsibility to maintain all Company facilities on the Company side of the water meter provided by the Agency in good working order and repair and that the Agency will terminate the water service to the Company in the event the Company's Water System is not properly maintained and promptly repaired when leaks and other type outages occur.

(d) The Company agrees to inform its water users within the Water System affected by this Agreement that all problems and questions they may have regarding water service should be directed to the Company rather than the Agency inasmuch as the Company is maintaining its Water System serving the customers and receiving only a source of supply from the Agency.

(3) This Agreement is non-assignable in whole or in part and, if assignment is made, the Agency may terminate water service to the Company's facilities immediately.

IN WITNESS WHEREOF, three identical counterparts of this Agreement, each of which for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named on the day and year first herein written.

(SEAL)

PALMDALE WATER DISTRICT

By:

Levell M. Suto
President

By:

James L. Cole
Secretary

ANTELOPE VALLEY-EAST KERN WATER
AGENCY

(SEAL)

By:

Ralph R. Retha
President

By:

Betty J. Regan
Secretary

WEST SIDE PARK MUTUAL WATER
COMPANY

(SEAL)

By:

Lloyd G. McKelvey
President

By:

Deloris Shearwood
Secretary