



**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
FACILITY EXTENSION / MODIFICATION PROCESSING INFORMATION**

1. The applicant shall submit a completed Facilities Extension / Modification Application together with the required deposit before plan checking or other processing may begin.
2. If the applicant is other than the legal owner of the property, the applicant shall have the owner sign the application and shall also provide a signature authorization to sign the Facilities Extension Agreement.
3. The applicant shall submit for plan check, review and approval three (3) hardcopy sets of improvement plans and an electronic copy (CAD & pdf) which shall include:
  - a. District standard notes, standard legend, signature block for the District and fire protection district (as appropriate.)
  - b. Overall water plan at a scale of 1" = 100' showing all the proposed facilities.
  - c. Plan and profile drawings at a scale of 1" = 40' or 50' of all proposed facilities and appurtenances including all utility conflicts.
  - d. Detailed drawings at an appropriate scale of any facilities, particularly connections into existing system, not included in the District Standard Drawings and Details.
  - e. Easements for all facilities not in the road right of way.
4. Before construction begins, the applicant shall execute the Facilities Extension / Modification Agreement prepared by the District, pay all applicable plan check fees, and pay all applicable deposits specified in the agreement. The applicant shall supply sets of signed approved improvement plans.
5. All construction shall be in conformance with the Facilities Extension / Modification Agreement, the District Standard Specifications and Drawings, and the approved improvement plans.
6. No construction shall begin until the applicant provides all required easements and adjacent property right of entry (if applicable), signed and ready for recording.
7. No construction shall be started until all local reviewing agencies and/or homeowners associations have approved the improvement plans.

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
EXTENSION / MODIFICATION OF FACILITIES AGREEMENT  
WATER/SEWER/DRAINAGE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Rancho Murieta Community Services District, herein called the District, and the undersigned, called the Applicant.

WHEREAS, Applicant, as the owner or his duly authorized agent, is the developer of certain property situated within the boundaries of the Rancho Murieta Community Services District, more particularly described as follows:

\_\_\_\_\_  
\_\_\_\_\_ ; and,

WHEREAS, Applicant desires a connection to, modification of, or extension of the District's facilities as follows:

\_\_\_\_\_  
\_\_\_\_\_ ; and,

WHEREAS, water/ sewer/drainage service(s) is (are) available from the District's system in accordance with the District Code, and Applicant is willing to accept service(s) in accordance with said Code(s).

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto mutually agree as follows:

1. Applicant will abide by the District Code(s), rules, and regulations from time to time in effect and will pay all applicable District costs.
2. Applicant shall construct, at Applicant's sole cost and expense, the extension, connection or modification of facilities described herein in accordance with the plans and specifications as approved by the District.
3. Applicant shall comply with all employment laws and regulations including paying prevailing wages in accordance the California Labor Code, for all workers employed on the extension of facilities. Applicant further agrees to indemnify and hold the District harmless for any violations of the California Labor Code, federal laws and regulations by the Applicant or any contractor or subcontractor employed.
4. Upon completion of the extension of the facilities in accordance with the approved plans and specifications, and upon acceptance of the facilities by the District, the facilities shall be owned, operated, controlled, and maintained by the District; however, after completion of the facilities and prior to acceptance by the District, a maintenance guarantee bond or securities in lieu in the amount of ten (10) percent of the cost of the facilities shall be provided to the District the Applicant's expense. Such maintenance bond shall be in effect for a period of one (1) year after acceptance.
5. The District may allow connections to, modifications of, and extensions of said extension of facilities in accordance with the District Code from time to time in effect.
6. Applicant agrees, if applicable, to execute appropriate assignment of will-serve entitlements prior to approval by the District, and to comply with the Acquisition and Services Agreement, if applicable.
7. This agreement and the obligations and rights of each party hereunder shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto. If the Applicant is not the owner, an agent authorization form must be provided.
8. If installation of the facilities has not commenced within one (1) year after the date of this Agreement and completed within one (1) year after the commencement date, the District shall have the right to terminate this Agreement any time thereafter. After deduction of all applicable District fees and charges, all unused deposits shall be refunded within 30 days of termination of this Agreement.
9. Special conditions: See addendum attached hereto and made a part hereof by this reference (if applicable). All special conditions shall be completed prior to acceptance of the facilities.

IN WITNESS WHEREOF, the parties have hereunder set their names, the day, month and year first written above.

RANCHO MURIETA COMMUNITY  
SERVICES DISTRICT

By \_\_\_\_\_  
General Manager

APPLICANT

Name \_\_\_\_\_  
(Printed)

Signature \_\_\_\_\_

Assessors Parcel No.(s) \_\_\_\_\_

Address \_\_\_\_\_

## DEVELOPER DEPOSIT AGREEMENT

This Agreement is made and entered into by and between Ranch Murieta Community Services District (hereinafter "District") and \_\_\_\_\_ (hereinafter "Developer").

### RECITAL

- A. Developer is developing the following project \_\_\_\_\_ (hereinafter "Project").
- B. The District accepts the Project for the following processing:
1. Environmental Review \_\_\_\_\_
  2. Sewer Facilities Extension \_\_\_\_\_
  3. Water Facilities Extension \_\_\_\_\_
  4. Drainage Facilities Extension \_\_\_\_\_
  5. Improvement Plan Review \_\_\_\_\_
  6. Construction Inspection \_\_\_\_\_
  7. Drainage Permit \_\_\_\_\_
- C. District staff time, perhaps consultants as well, will be necessary to provide input to the County, RMA, and or other agencies as appropriate, as part of the District's processing of the Project.
- D. The District will require the Developer to advance funds in accordance with the District's developer deposit policy, to pay for District staff and consultant's time related to Project processing.

### AGREEMENT

NOW THEREFORE, District and Developer agree as follows:

#### **1. Developer Obligation to Advance Funds.**

- A. This Agreement and the financing herein are limited in their purpose to cover only the cost of the Project processing identified above in the Recitals.
- B. All Funds advanced by the Developer to District pursuant to this Agreement shall be recorded and accounted for by District in a separate general ledger account ("Project Fund").
- C. Developer shall advance funds to District to pay cost of processing the Project ("Project Cost") including:
  1. District staff costs.
  2. District engineering, financial and legal consultants costs.
  3. Obligations required of District by Sacramento County or other public entities.
  4. Other incidental costs necessary to process the Project.

- D. The exact Project Cost cannot be defined at this time. However, the District estimates that the Project Cost will total approximately \_\_\_\_\_ per attached Exhibit A - Initial Scope and Cost Estimate.

## **2. Initial Deposit**

District requires an initial deposit from Developer of \$1,000 which amount will be deposited into the Project Fund.

## **3. Periodic Advances by Developer**

When charges against the Project Fund reduce the fund below \$500, the District shall prepare a written estimate of the expenditures necessary to complete the Project and shall submit this estimate to Developer. If the estimate exceeds the amount remaining in the Project Fund, Developer shall promptly pay District the amount needed to pay all currently due and unpaid obligations and in addition to such amount, to increase the Project Fund to the lesser of (a) the amount needed to complete the Project; or (b) \$1,000.

## **4. Periodic Accounting**

District shall provide an accounting to Developer of expenditures for the Project when Developer is requested to make a payment to the Project Fund, when \_\_\_\_\_ months has expired since the last accounting, and when the Agreement is terminated or the Project is completed. The accounting shall describe the nature and amount of all expenditures for the Project that is chargeable to Project under this Agreement.

## **5. Miscellaneous**

- A. District and Developer agree that nothing in this Agreement shall be construed to constitute approval or favorable action with respect to approvals of the District, County, RMA and or other agencies.
- B. Developer shall have no right hereunder, by virtue of providing funds hereunder, to recommend, approve or deny District's selection of any District staff members, consultants or advisors that it may retain with regard to the Project.
- C. In consideration of the funding obligations of the Developer hereunder, District agrees to act promptly and further agrees to instruct its staff to act diligently to review a final approval of the Project.
- A. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees.

This Agreement is executed and effective as of the last date signed below by the parties.

**RANCH MURIETA COMMUNITY  
SERVICES DISTRICT**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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**DEVELOPER**

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

**EXHIBIT A**  
**Initial Scope and Cost Estimate**  
Date: \_\_\_\_\_

- 1. Environmental Review** \_\_\_\_\_
  - a. County land use entitlement processing
  - b. Outside agency coordination/review
  - c. Other incidental costs
  
- 2. Sewer Facilities Extension** \_\_\_\_\_
  - a. Construction drawing review
  - b. Easement preparation/review
  - c. Other incidental costs
  
- 3. Water Facilities Extension** \_\_\_\_\_
  - a. Construction drawing review
  - b. Easement preparation/review
  - c. Other incidental costs
  
- 4. Drainage Facilities Extension** \_\_\_\_\_
  - a. Construction drawing review
  - b. Easement preparation/review
  - c. Other incidental costs
  
- 5. Improvement Plan Review** \_\_\_\_\_
  - a. Improvement plan check
  - b. Coordination with County and RMA
  - c. Other incidental costs
  
- 6. Construction Inspection** \_\_\_\_\_
  - a. Facility inspection during inspection
  - b. Testing, samples, etc.
  - c. Shop drawing review and approvals
  - d. Other incidental costs
  
- 7. Drainage Permit** \_\_\_\_\_
  - a. Construction drawing review
  - b. Easement preparation/review
  - c. Other incidental costs