

**FORM NO. 6 – Page 1 of 3**  
**MAIN EXTENSION CONTRACT**  
**FOR SUPPLEMENTAL WATER ACQUISITION FEES PAID UNDER OPTION 2**

(N)  
|  
(N)  
(N)  
(N)

**JOB #: 410XXXXX**

**UTILITY: Name:** Apple Valley Ranchos Water Co.  
**Address:** P.O. Box 7005, Apple Valley, CA 92307

**APPLICANT: Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**City State Zip**

**PRELIMINARY STATEMENT:** This contract is entered into pursuant to the requirements of and in accordance with the various applicable provisions of the Utility's Main Extension Rule (hereinafter referred to as the "Rule") in effect and on file with the California Public Utilities Commission ("CPUC"), a copy of which is available upon request. This contract does not require specific authorization of CPUC to carry out the contract terms and conditions.

**PURPOSE OF CONTRACT:** Applicant has applied for a water main extension by executing a Preliminary Main Extension Contract with Utility for the main extension described below. The facilities or work to be installed or performed by Utility and those installed by Applicant and conveyed to the Utility, with the exception of Supplemental Water Acquisition Fees, are described in Exhibit B and in Exhibit C attached to that contract. Such facilities will be used for the purpose of furnishing public utility water service to that certain property located as described below and/or delineated on the map attached to that contract as Exhibit A and known as:

**Main Extension for**

**Located at**

\_\_\_\_\_  
[Job Name]

\_\_\_\_\_  
[description of location – between x and y streets]

Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the facilities or performing work described in attached Exhibit B, and when the facilities or work described in Exhibit B has been completed, and the facilities described in Exhibit C are complete and accepted by Utility, and, if Applicant elects Option 2 with respect to Section C.1.f., the requirements of the Main Extension Contract For Supplemental Water Acquisition Fee Paid Under Option 2 have been met, will provide utility service in accordance with Utility's tariffs.

This contract covers Supplemental Water Acquisition Fees which Applicant has elected to pay under Option 2, at the time that meters are set. The Supplemental Water Acquisition Fees to be paid by Applicant in connection with the above main extension are described in Exhibit A attached to this contract.

(N)

(continued)

(To be inserted by utility)

Issued By

(To be inserted by Cal. P.U.C.)

Advice No. 140-W

LEIGH K. JORDAN  
Name

Date Filed FEB - 5 2007

Effective AUG 23 2007

Dec. No. \_\_\_\_\_

EXECUTIVE VICE PRESIDENT  
Title

Resolution No. W 4 6 5 5

**FORM NO. 6 Page 2 of 3**  
**MAIN EXTENSION CONTRACT**

(N)  
(N)

**FACILITIES TO BE INSTALLED:**

(N)

1. Subject to Refund (Section C.2)

a) Supplemental Water Acquisition Fee

Applicant shall advance the amount of \$ \_\_\_\_\_, the cost of supplemental water acquisition fee described in Exhibit a pursuant to Section C.1.f. of Rule No. 15, paid at the time that the meters are set according to Option 2. This amount is for \_\_\_\_\_ residential lots and commercial, industrial, or other meters with \_\_\_\_\_ average residential water use equivalents based on the water use of a similar business or facility. The above amount is subject to adjustment for changes in the rate or nature of the Fee approved by the CPUC applicable to any meters set after such change is approved.

**REFUNDS:** The amount Advanced Subject to Refund shall be refunded pursuant to Section C.2. of Rule No. 15. Until Applicant shall notify Utility in writing to the contrary, all refunds hereunder shall be paid by Utility to Applicant.

**ADJUSTMENT TO COST AND UTILITY'S RIGHT TO OFFSET:** Amounts advanced or contributed are subject to adjustment pursuant to Section A.6.e. of Rule and Utility shall have the right to offset against any refunds payable hereunder, the amount of any indebtedness then due or owing by Applicant to Utility.

**CONDITIONS:** The Utility will close this contract at the end of the calendar year in which the main extension is completed covering whatever Supplemental Water Acquisition Fees have been paid up to that point. Applicant and utility agree to enter into a new contract for each subsequent calendar year, until all meters have been set, which will cover the Supplemental Water Acquisition Fees due on whatever meters have not yet been set at that time.

Supplemental Water Acquisition Fees paid under Option 2 are subject to whatever changes in rate or nature of the Fee which may have been approved by the CPUC at the time that the meter is set.

**SUCCESSORS AND ASSIGNS:** The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

**JURISDICTION OF PUBLIC UTILITIES COMMISSION:** This Contract shall at all times be Subject to such changes or modifications by the Public Utilities Commission of the State of California or as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this Contract shall be \_\_\_\_\_  
(Date)

(N)

(continued)

(To be inserted by utility)

Issued By

(To be inserted by Cal. P.U.C.)

Advice No. 140-W

LEIGH K. JORDAN  
Name

Date Filed FEB - 5 2007

Effective AUG 23 2007

Dec. No. \_\_\_\_\_

EXECUTIVE VICE PRESIDENT  
Title

Resolution No. W 4 65 5

**FORM NO. 6 Page 3 of 3**  
**MAIN EXTENSION CONTRACT**  
(continued)

(N)  
(N)

**SIGNATURE PAGE:**

(N)

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

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

(N)

Authorized Representative of  
Apple Valley Ranchos Water Company

Title: \_\_\_\_\_

(N)

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

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

(N)

Authorized Representative of Applicant

Title: \_\_\_\_\_

(N)

(To be inserted by utility)

Issued By

(To be inserted by Cal. P.U.C.)

Advice No. 140-W

LEIGH K. JORDAN  
Name

Date Filed FEB - 5 2007

Dec. No. \_\_\_\_\_

EXECUTIVE VICE PRESIDENT  
Title

Effective AUG 23 2007

Resolution No. W 4 655