

October 12, 2021~~October 11, 2021~~

***VIA ELECTRONIC MAIL ONLY***

Arden Wallum, General Manager  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
awallum@mswd.org

Brian Macy, Assistant General Manager  
Mission Springs Water District  
66575 Second Street  
Desert Hot Springs, CA 92240  
bmacy@mswd.org

Re: Public Water System Improvement and Water Service Connection Fee  
Credit/Reimbursement Agreement

Dear Mr. Wallum and Mr. Macy:

Reference is hereby made to that certain Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement dated as of August 30, 2006 and recorded October 25, 2006 as Document No. 2006-0784841 (the “**Original Agreement**”), as amended by that certain First Amendment to Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement dated March 27, 2007 and recorded March 29, 2007 as Document No. 2007-0213347 (the “**First Amendment**”) and as amended by that certain Second Amendment to Public Water System Improvement and Water Service Connection Fee Credit/Reimbursement Agreement dated March 18, 2015 and recorded August 22, 2016 as Document No. 2016-0358292 (the “**Second Amendment**”, and collectively with the Original Agreement and First Amendment, the “**Agreement**”), by and among Skyborne Ventures, LLC, as successor in interest to Western Pacific Housing, Inc. (“**Developer**”), and Mission Springs Water District, a county water district and public agency of the State of California (“**District**”). This letter agreement (“letter agreement”) will confirm the terms of the Agreement, and the amendment as set forth herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Developer and District are in the process of negotiating a third amendment to the Agreement and desire to toll certain deadlines provided for in the Agreement during the period of time the parties are engaged in such negotiations. More specifically, District agrees to toll enforcement of Developer’s obligation to construct certain improvements as set forth in Paragraph 5.1 (b) of the Second Amendment until the earlier of (i) December 15, 2021, and (ii) recordation of a third amendment to the Agreement in the Official Records of Riverside County. Nothing in this letter agreement obligates the District to enter into further agreements or extensions of time if a third amendment to the Agreement has not been approved by the District and recorded on or prior to December 15, 2021. More specifically, the failure of Developer to timely complete construction, the equipping and connection of Well 35-C (or the Alternative Well if agreed to in writing by the Parties), and the Intertie and the permanent standby filter system and protective

structure, by December 15, 2021, shall constitute a default under the Agreement and this letter agreement.

If the foregoing correctly reflects the agreement of the parties, please so acknowledge by signing this letter and return it to Seller.

Sincerely yours,

SKYBORNE VENTURES, LLC, a California limited liability company

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

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

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

We acknowledge receipt and acceptance of the foregoing Letter Agreement and agree to act strictly in accordance with the same.

MSWD:

MISSION SPRINGS WATER DISTRICT

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

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

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