

RESOLUTION OF LODGE, ASSOCIATION OR OTHER SIMILAR ORGANIZATION

FIRST MOUNTAIN BANK
 2625 WHISPERING PINES DRIVE
 RUNNING SPRINGS, CA 92382

By: RUNNING SPRINGS WATER DISTRICT
 PO BOX 2206
 RUNNING SPRINGS CA 92382-2206

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, JOAN C EATON, certify that I am Secretary (Clerk) of the above named association organized under the laws of CALIFORNIA, Federal Employer I.D. Number _____, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 12/13/13 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>KENNETH AYERS-PRESIDENT/SIGNER</u>	X <u><i>Kenneth Ayers</i></u> X	
B. <u>MICHAEL TERRY-VICE PRESIDENT/SIGNER</u>	X <u><i>Michael Terry</i></u> X	
C. <u>Ryan Gross-GENERAL MANAGER/SIGNER</u>	X <u><i>Ryan Gross</i></u> X	
D. <u>PAMELLA BENNETT-BOARD MEMBER/SIGNER</u>	X <u><i>Pamella Bennett</i></u> X	
E. <u>EVERRET L BRITTAIN-BOARD MEMBER/SIGNER</u>	X <u><i>Everret L Brittain</i></u> X	
F. <u>HENRY HEREDIA-BOARD MEMBER/SIGNER</u>	X <u><i>Henry Heredia</i></u> X	

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>XXXXXXXXXXXX</u>	(1) Exercise all of the powers listed in this resolution.	_____
<u>ABCDEFG</u>	(2) Open any deposit or share account(s) in the name of the Association.	<u>2</u>
<u>ABCDEFG</u>	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution. \$3,000.00 & above only	<u>2</u>
<u>XXXXXXXXXXXX</u>	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
<u>XXXXXXXXXXXX</u>	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
<u>ACGH</u>	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	<u>1</u>
<u>G</u>	(7) Other <u>CASH MANAGEMENT SERVICES (ACH DEBIT ADMINISTRATOR)</u> <u>XX</u>	<u>1</u>

LIMITATIONS ON POWERS The following are the Association's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated 07/18/12. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Association is a non-profit lodge, association or similar organization.

X *Joan C Eaton*
 (Secretary)
 X *Kenneth Ayers*
 (Attest by Other Officer)
 X *Michael Terry*
 (Attest by Other Officer)

RESOLUTION OF LODGE, ASSOCIATION OR OTHER SIMILAR ORGANIZATION

FIRST MOUNTAIN BANK
 2625 WHISPERING PINES DRIVE
 RUNNING SPRINGS, CA 92382

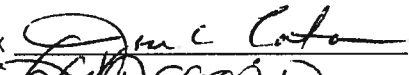
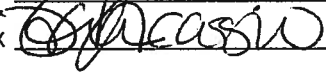
By: RUNNING SPRINGS WATER DISTRICT
 PO BOX 2206
 RUNNING SPRINGS CA 92382-2206

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AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>JOAN C EATON-SECRETARY/SIGNER</u>	X <u></u> X	_____
B. <u>TONI J NICASSIO-RECEPTIONIST/SIGNER</u>	X <u></u> X	_____
C. _____	X _____ X	_____
D. _____	X _____ X	_____
E. _____	X _____ X	_____
F. _____	X _____ X	_____

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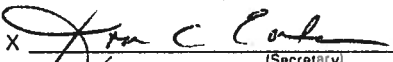
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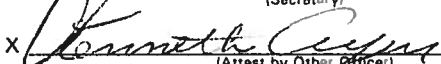
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If checked, the Association is a non-profit lodge, association or similar organization.

X 
(Secretary)

X 
(Attest by Other Officer)

X 
(Attest by Other Officer)

RESOLUTIONS

The Association named on this resolution resolves that.

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____ .

Comments:

Addendum to Signature Card and Account Agreement Requiring Multiple or Tiered Signatures

This Agreement is entered into between First Mountain Bank ('Bank') and Running Springs Water District (Depositor) (joint account holder or organizational principals), the consideration for which is the opening of the checking account named Running Springs Water District and numbered _____

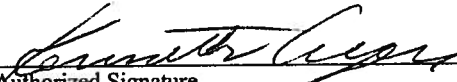
Depositor understands that the method by which checks are paid makes it beyond the control of the Bank to guarantee that checks are paid in accordance with Depositor's special restrictions or requirements relating to the number of authorized signatures noted on the signature card for that account held in the name of Running Springs Water District and numbered _____

Depositor represents that such restrictions are for the sole benefit of Depositor and intended only as an internal company policy and control. Depositor further stipulates that the issue, control, monitoring and enforcement of internal signature authority on said checks are the sole responsibility of the Depositor. The Depositor therefore agrees to hold harmless and indemnify the Bank of any and all liability for the payment of said items relating to multiple or tiered signatures and agreements disclosed on signature card and account agreement with bank.

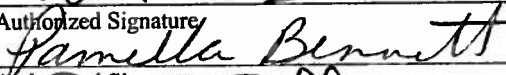
This agreement is an addendum to the signature card and is made a part thereof. Terms are subject to change upon notice to Depositor.

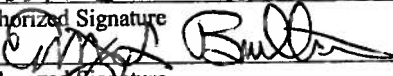
Running Springs Water District
Account Name

Date 12/18/13


Authorized Signature

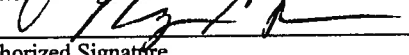

Authorized Signature


Authorized Signature


Authorized Signature


Authorized Signature


Authorized Signature


Authorized Signature

First Mountain Bank

Date _____

Authorized Signature

Appointment of Attorney-in-Fact

WARNING TO PERSON EXECUTING THIS DOCUMENT:
This is an important legal document. It creates a power of attorney that provides the person you designate as your attorney-in-fact with the broad powers it sets forth. You have the right to terminate this power of attorney. If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

An attorney-in-fact is appointed as follows, provided he/she accepts appointment and confirms this lease by signing below:

If appointing lessee is an individual, this power of attorney is intended not intended to survive disability or incapacity of appointing lessee.

Appointing Lessee: _____

Signature: _____ (Date)

Attorney-in-Fact's Name: _____

Attorney-in-Fact's Signature: _____ (Date)

Termination Acknowledgement

By signing below you acknowledge on behalf of all lessees that they have removed all contents from the safe deposit box, that they have no further rights to the safe deposit box, and that the lessor has satisfied all its obligations under the lease.

X _____

Print Name(s) _____ (Date)

Keys Returned: _____

Signed: _____ For Lessor

Execution

By execution below, you and we agree to this lease, including the Terms and Conditions and you acknowledge receipt of any keys described on page 1 and a copy of this lease.

(1) X *Kenneth Myers*
Print Name KENNETH MYERS

(2) X *Ryan Gross*
Print Name RYAN GROSS

(3) X *Joan C Eaton*
Print Name JOAN C EATON

(4) X *Toni J Nicassio*
Print Name TONI J NICASSIO

Signed _____ For Lessor

Safe Deposit Box