

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

114B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 15, 2009

SUBJECT: Agreement between the County of Riverside and the Riverside County Flood Control and Water Conservation District for Day Creek, MDP Line J, Stage 2 project Project No. 1-0-00272-02

RECOMMENDED MOTION:

Approve the Agreement between the District, the County of Riverside and Anthony P. Vernola, Successor Trustee of the Pat and Mary Ann Vernola Trust-Marital Trust and Anthony P. Vernola, Trustee of the Anthony P. Vernola Trust U/D/T dated October 18, 2000, as amended (Developers); and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the Developers will prepare the environmental studies, storm drain plans and right of way documents, and grant District the necessary drainage easements through all properties owned or controlled by Developers to allow District to proceed

Continued on Page 2

JPS:bjj

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.4

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Agreement between the County of Riverside and the Riverside County Flood Control and Water Conservation District for Day Creek, MDP Line J, Stage 2 project Project No. 1-0-00272-02

SUBMITTAL DATE: September 15, 2009

Page 2

BACKGROUND (continued):

with the future construction of certain flood control facilities included as part of District's Day Creek Master Drainage Plan.

The Agreement is necessary to formalize the Developers' contributions towards a change in the alignment of the referenced facilities through lands owned by the Developers.

County Counsel has approved the Agreement as to legal form and the Developer has executed the Agreement. This matter is also on the County's Board Agenda for approval this same date.

The Developer is funding all design costs. Future construction, operation and maintenance costs will accrue to the District, subject to future budgetary approval by the Board of Supervisors.

JPS:bjj

AGREEMENT

Day Creek Master Drainage Plan Line J, Stage 2
(Project No. 1-0-00272-02)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", ANTHONY P. VERNOLA, Successor Trustee of the Pat and Mary Ann Vernola Trust-Marital Trust, hereinafter called "MARITAL TRUSTEE", and ANTHONY P. VERNOLA, Trustee of the Anthony P. Vernola Trust U/D/T dated October 18, 2000, as amended, hereinafter called "VERNOLA", hereby agree as follows:

RECITALS

A. MARITAL TRUSTEE and VERNOLA are hereinafter called collectively or individually, "DEVELOPER". DEVELOPER owns or controls lands i as APN's 152-020-012-3 and 152-010-013-3, hereinafter called "PROPERTY", lo unincorporated western Riverside County; and

B. The adopted alignment of DISTRICT'S proposed Day Creek Master Drainage Plan (MDP) Line J, Stage 2, hereinafter called "STAGE 2", begins upstream at the existing outlet of DISTRICT'S Day Creek MDP Line J located within other lands not owned or controlled by DEVELOPER and ends downstream at an existing Caltrans channel inlet at 68th Street. The adopted alignment is no longer the most economical drainage solution. An underground facility through DEVELOPER property would be compatible with the underlying zoning and would be in the mutual best interests of DISTRICT, COUNTY and DEVELOPER; and

For scanning
only

1 C. DISTRICT and DEVELOPER each desire to work cooperatively to plan,
2 design and construct STAGE 2 along an alternate alignment that minimizes conflicts with the
3 proposed development of PROPERTY, subject to review and approval of DISTRICT; and

4 D. STAGE 2 is an eligible component of the Day Creek Area Drainage Plan,
5 hereinafter called "ADP". To facilitate the development of said alternate alignment of STAGE
6 2, DEVELOPER is willing to prepare and process the necessary environmental studies,
7 regulatory permits, storm drain plans and right of way documents, and desires to earn ADP Fee
8 Credits in accordance with this Agreement and the "Rules and Regulations for Administration
9 of Area Drainage Plans", dated June 10, 1980, as amended, and hereinafter called "RULES".
10 Pursuant to this Agreement and RULES, the Earned Excess ADP Fee Credits may be used to
11 satisfy the requirement to pay ADP fees for certain properties located within the boundaries of
12 the Day Creek ADP, hereinafter called "ELIGIBLE PROPERTIES", as set forth herein; and
13
14

15 E. DEVELOPER and the owner(s) of ELIGIBLE PROPERTIES may desire to
16 transfer some or all of DEVELOPER'S Earned Excess ADP Fee Credits to ELIGIBLE
17 PROPERTIES. In such event, DEVELOPER and owners will enter into separate agreements
18 concerning the transfer of DEVELOPER'S Earned Excess ADP Fee Credits from DEVELOPER
19 to said owner(s); and

20 F. DISTRICT is willing to (i) review and approve storm drain plans and right
21 of way documents for STAGE 2, (ii) include STAGE 2 in the DISTRICT'S 5-Year Capital
22 Improvement Plan, as described herein, (iii) construct STAGE 2 in accordance with the
23 approved storm drain plans, (iv) review and approve environmental studies and pay all costs
24 associated with the administrative processing of the appropriate CEQA document to be adopted
25 regarding the alternate alignment for STAGE 2, (v) be responsible for the environmental
26 mitigation and acquisition of all required STAGE 2 right of way located within lands not owned
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1 or controlled by DEVELOPER, (vi) pay all costs related to plan checking, preparation of
2 specifications and bid documents, bid administration, construction survey and staking, actual
3 construction, construction management, contract administration, material testing and
4 construction inspection for STAGE 2, (vii) determine value of DEVELOPER's Earned ADP Fee
5 Credits as provided in RULES for certain expenses, as described herein, incurred by
6 DEVELOPER in connection with the planning and design of STAGE 2, and (viii) consent to the
7 transfer of Earned Excess ADP Fee Credits by DEVELOPER as set forth herein, provided
8 DEVELOPER (i) complies with this Agreement, (ii) prepares the environmental studies
9 specified herein, (iii) prepares the storm drain plans in accordance with DISTRICT standards,
10 (iv) prepares the right of way documents, in a form approved by DISTRICT, necessary to
11 construct STAGE 2 from the existing outlet of DISTRICT'S Day Creek MDP Line J, as shown
12 in DISTRICT Drawing No. 1-601, to an existing Caltrans channel at 68th Street, and (v) grant
13 DISTRICT the necessary drainage easements for STAGE 2 through all property owned or
14 controlled by DEVELOPER; and
15
16

17 G. COUNTY is willing to (i) consent to the recordation and conveyance of
18 Irrevocable Offer(s) of Dedication furnished by DEVELOPER as provided herein, and (ii)
19 accept all necessary dedications and convey sufficient rights of way to DISTRICT to allow
20 DISTRICT to construct, inspect, operate and maintain STAGE 2 as provided herein.
21

22 NOW, THEREFORE, the parties hereto mutually agree as follows:

23 SECTION I

24 DEVELOPER shall:

25 1. Endeavor to prepare, or cause to be prepared, at its sole cost and expense,
26 for DISTRICT review and approval, the necessary environmental studies for DISTRICT use in
27 adopting an appropriate CEQA document for the proposed new alignment of STAGE 2. In the
28

1 event that CEQA document and environmental studies are deemed insufficient or the
2 DEVELOPER is unable to complete the environmental documents for reasons acceptable to the
3 DISTRICT, DEVELOPER may negotiate with DISTRICT to amend this section of this
4 Agreement to the mutual satisfaction of both parties to complete the CEQA document and
5 environmental studies.

6
7 2. Prepare or cause to be prepared, at its sole cost and expense, for DISTRICT
8 review and approval, the necessary permits, approvals or agreements required by any Federal or
9 State resource and/or regulatory agency for DISTRICT to construct, operate and maintain
10 STAGE 2. Such documents include but are not limited to those issued by the U.S. Army Corps
11 of Engineers, California Regional Water Quality Control Board, California State Department of
12 Fish and Game and State Water Resources Control Board. Also, secure at its sole cost and
13 expense all rights of entry required to enable DEVELOPER'S agents to enter upon lands owned
14 by others in order to perform required environmental studies associated with the design of
15 STAGE 2. DISTRICT shall reimburse DEVELOPER the amount of any fees paid by
16 DEVELOPER to Caltrans, COUNTY or DISTRICT in connection with permits, approvals or
17 agreements required by such parties.

18
19 3. Upon DISTRICT approval of all materials prepared by DEVELOPER for
20 submission, secure, at its sole cost and expense, all necessary licenses, agreements, and permits
21 as may be needed for the construction, inspection, operation and maintenance of STAGE 2, and
22 submit to DISTRICT for its review and approval, at the time of providing IMPROVEMENT
23 PLANS as set forth in Section I.4.

24
25 4. Prepare or cause to be prepared, at its sole cost and expense, STAGE 2
26 plans, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT standards,
27 and submit to DISTRICT for its review and approval.
28

1 5. Prepare, or cause to be prepared, at its sole cost and expense, in a form
2 approved by DISTRICT, all right of way documents necessary for the construction of STAGE 2
3 from the existing outlet of DISTRICT'S Day Creek MDP Line J, as shown in DISTRICT
4 Drawing No. 1-601, to an existing Caltrans channel at 68th Street.

5 6. Provide DISTRICT at no cost, at the time of providing IMPROVEMENT
6 PLANS as set forth in Section I.4., and prior to DISTRICT'S soliciting of bids for the
7 construction of STAGE 2, with duly executed easement(s) to the public for flood control and
8 drainage purposes, including ingress and egress, or grant deed(s) of fee title where appropriate,
9 for the rights of way within DEVELOPER'S owned or controlled property deemed necessary by
10 DISTRICT for the construction, inspection, operation and maintenance of STAGE 2. The
11 easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by
12 all legal and equitable owners of the property described in the easement(s) or grant deed(s).
13

14 7. At the time of recordation of the conveyance document(s) as set forth in
15 Section I.6., furnish DISTRICT with policies of title insurance, each in the amount of not less
16 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
17 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
18 estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to
19 DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all
20 liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except
21 those which, in the sole discretion of DISTRICT, are deemed acceptable.
22

23 8. Grant DISTRICT, by execution of this Agreement, the right to enter upon
24 DEVELOPER'S property where necessary and convenient for the purpose of gaining access to,
25 and performing inspection service for, the construction of STAGE 2 as set forth herein.
26
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SECTION IV

It is further mutually agreed:

1. Pursuant to the terms of this Agreement and RULES, at the time DEVELOPER fully completes its responsibilities as set forth herein, including providing environmental studies adequate to support the adoption of an appropriate CEQA document, in a satisfactory manner as solely determined by DISTRICT, whose approval shall not be unreasonably withheld, DISTRICT shall determine value of DEVELOPER's Earned ADP Fee Credits in the sum amount of (i) the actual reasonable costs incurred by DEVELOPER for environmental evaluations required specifically for STAGE 2, including fees paid to governmental agencies in order to obtain permits, licenses or certifications for STAGE 2, and (ii) the actual reasonable costs incurred by DEVELOPER for designing and preparing IMPROVEMENT PLANS for STAGE 2, including engineering services provided in connection with designing and preparing IMPROVEMENT PLANS. The Earned ADP Fee Credits may be used to offset the ADP fee obligations for PROPERTY and/or any parcel located within the boundaries of the Day Creek ADP (the ELIGIBLE PROPERTIES). Unused Earned Excess ADP Fee Credits are also subject to potential reimbursement from the applicable ADP fund within fifteen (15) years of the date of execution of this Agreement, all as provided in RULES; however, any such reimbursement shall be subject to the terms and requirements of Section VII(g.) of the RULES.

2. Once the Earned ADP Fee Credits set forth in Section IV.1. are credited to DEVELOPER, DEVELOPER may transfer all or a part thereof to the owner(s) of the ELIGIBLE PROPERTIES and said owner(s) may use said credits to offset its (their) ADP fee obligation(s) associated with any of the ELIGIBLE PROPERTIES. It is mutually understood

1 and agreed that the ADP Fee Credits earned by DEVELOPER pursuant to this Agreement may
2 only be transferred to the ELIGIBLE PROPERTIES and no others.

3 3. In order to transfer any ADP Fee Credits earned pursuant to Section IV.1.
4 to the owner(s) of ELIGIBLE PROPERTIES, its (their) successors or assignees, an ADP Credits
5 Transfer/Sale Agreement between DEVELOPER, its successors or assignees, and the party that
6 is to receive said ADP Fee Credits must be executed prior to the payment of applicable ADP
7 drainage fees on the property for which the credit transfer is proposed. DEVELOPER shall
8 provide DISTRICT with an original copy of each agreement. The form of the ADP Credits
9 Transfer/Sale Agreement shall be substantially the same as set forth in Exhibit "A", attached
10 hereto and made a part hereof, and shall clearly specify the parcel map number and owner
11 transferring ADP Fee Credits, the APN and ownership of the property that is to receive the ADP
12 Fee Credits, the amount of the ADP Fee Credits being transferred, certification that the contents
13 of the Transfer/Sales Agreement are correct, and bear the properly notarized signatures of both
14 the "Assignor" and the "Assignee". The foregoing notwithstanding, no transfer of ADP Fee
15 Credits shall become effective until an original copy of the fully executed Transfer/Sales
16 Agreement is provided to DISTRICT and countersigned by DISTRICT'S Chief of Planning
17 Division.
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20 4. The distribution and transfer of ADP Fee Credits by and between
21 DEVELOPER and the owner(s) of ELIGIBLE PROPERTIES is strictly a private business
22 transaction between said parties and neither DISTRICT nor COUNTY shall play any role in
23 adjudicating or arbitrating such matters.
24

25 5. DISTRICT intends as a public information service to maintain a listing of
26 all entities within an adopted Area Drainage Plan who are in possession of transferrable credits
27 that may be used as a means of paying Area Drainage Plan Fees in accordance with RULES. In
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1 addition, DISTRICT also intends to add a statement to its standard "pay the ADP fee" condition
2 of approval similar to the following:

3 "There may be excess fee credits available (as a consequence of previous
4 developments in this Area Drainage Plan) that could be used as a means of
5 paying the Area Drainage Plan fees due as a result of this development.
6 The District's Land Development Section can be contacted to ascertain the
7 existence and ownership of any such excess fee credits."
8

9 Notwithstanding the foregoing expression of intent, DISTRICT assumes no
10 responsibility or liability whatsoever in connection with providing such information to the
11 public.

12 6. DEVELOPER shall indemnify and hold harmless DISTRICT and
13 COUNTY (including their agencies, districts, special districts and departments, their respective
14 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
15 representatives) from any liability, claim, damage, proceeding or action, present or future, based
16 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,
17 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
18 performance under this Agreement, or failure to comply with the requirements of this
19 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
20 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
21 Amendment of the United States Constitution or any other law, ordinance or regulation caused
22 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
23 or from STAGE 2; or (d) any other element of any kind or nature whatsoever.
24

25 DEVELOPER shall defend, at its sole expense, including all costs and fees
26 (including but not limited to attorney fees, cost of investigation, defense and settlements or
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1 awards), DISTRICT and COUNTY (including their agencies, districts, special districts and
2 departments, their respective directors, officers, Board of Supervisors, elected and appointed
3 officials, employees, agents and representatives) in any claim, proceeding or action for which
4 indemnification is required.

5 With respect to any of DEVELOPER'S indemnification requirements,
6 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
7 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
8 prior consent of DISTRICT and COUNTY; provided, however, that any such adjustment,
9 settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S
10 indemnification obligations to DISTRICT or COUNTY.

11 DEVELOPER'S indemnification obligations shall be satisfied when
12 DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal
13 relieving DISTRICT or COUNTY from any liability for the claim, proceeding or action
14 involved.
15

16 In the event there is conflict between this section and California Civil Code
17 Section 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such
18 interpretation shall not relieve the DEVELOPER from indemnifying DISTRICT or COUNTY to
19 the fullest extent allowed by law.
20

21 The DEVELOPER indemnification stated in this section shall not apply to
22 the following: DISTRICT'S (including its Board of Supervisors, elected and appointed officials,
23 employees, agents and representatives) actual or alleged acts or omissions related to this
24 Agreement, performance under this Agreement, or failure to comply with the requirements of
25 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
26 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
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1 Amendment of the United States Constitution or any other law, ordinance or regulation caused
 2 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
 3 or from STAGE 2; or (d) any other element of any kind or nature whatsoever.

4 7. Any waiver by DISTRICT or by COUNTY of any breach of any one or
 5 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or
 6 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
 7 COUNTY to require exact, full and complete compliance with any terms of this Agreement
 8 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
 9 COUNTY from enforcement hereof.
 10

11 8. This Agreement is to be construed in accordance with the laws of the State
 12 of California. If any provision of this Agreement is held by a court of competent jurisdiction to
 13 be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall
 14 be given full force and effect to the extent possible.
 15

16 9. Any and all notices sent or required to be sent to the parties of this
 17 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

18 RIVERSIDE COUNTY FLOOD CONTROL
 19 AND WATER CONSERVATION DISTRICT
 1995 Market Street
 20 Riverside, CA 92501

COUNTY OF RIVERSIDE
 Post Office Box 1090
 Riverside, CA 92502-1090
 Attn: Transportation Department

21 ANTHONY P. VERNOLA, AS TRUSTEE FOR:
 22 PAT and MARY ANN VERNOLA TRUST – MARITAL TRUST
 ANTHONY P. VERNOLA TRUST
 c/o McCune & Associates
 23 Post Office Box 1295
 Corona, CA 92878
 24 Attn: Rick Bondar

25 10. Any action at law or in equity brought by any of the parties hereto for the
 26 purpose of enforcing a right or rights provided for by this Agreement, shall be tried in a court of
 27 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
 28

1 waive all provisions of law providing for a change of venue in such proceedings to any other
2 county.

3 11. This Agreement is the result of negotiations between the parties hereto, and
4 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
5 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
6 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
7 prepared this Agreement in its final form.
8

9 12. The rights and obligations of DEVELOPER shall inure to and be binding
10 upon all heirs, successors and assignees.

11 13. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
12 or obligations hereunder to any person or entity without the written consent of the other parties
13 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
14 expressly understands and agrees that it shall remain liable with respect to any and all of the
15 obligations and duties contained in this Agreement.
16

17 14. The individual(s) executing this Agreement on behalf of DEVELOPER
18 hereby certify that they have the authority under the applicable trust documents to enter into and
19 execute this Agreement, and have been authorized to do so by any and all legal counsel, and or
20 any other entity within their respective trusts which have the authority to authorize or deny
21 entering this Agreement.
22


23 15. This Agreement is intended by the parties hereto as a final expression of
24 their understanding with respect to the subject matter hereof and as a complete and exclusive
25 statement of the terms and conditions thereof and supersedes any and all prior and
26 contemporaneous agreements and understandings, oral or written, in connection therewith. This
27 Agreement may be changed or modified only upon the written consent of the parties hereto.
28

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 _____
(to be filled in by Clerk of the Board)

3
4 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

5 By 
6 **WARREN D. WILLIAMS**
General Manager-Chief Engineer

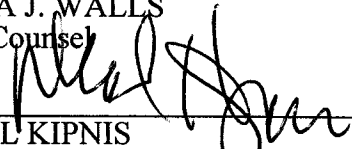
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

7 APPROVED AS TO FORM:

ATTEST:

8 **PAMELA J. WALLS**
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

9
10 By 
11 **NEAL KIPNIS**
Deputy County Counsel

By _____
Deputy

12 Dated _____

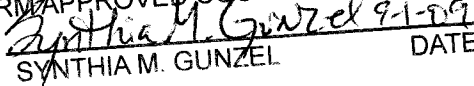
(SEAL)

13 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

14 By 
15 **JUAN C. PEREZ**
Director of Transportation

By _____
JEFF STONE, Chairman
County of Riverside Board of Supervisors

16
17 FORM APPROVED COUNTY COUNSEL
18 BY:  9-1-09
SYNTHIA M. GUNZEL DATE

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

24 Cooperative Agreement
25 Day Creek MDP – Line J, Stage 2
26 JPS:blj
7/23/09

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**PAT and MARY ANN VERNOLA TRUST -
MARITAL TRUST**

By 
ANTHONY P. VERNOLA
Successor Trustee

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

**ANTHONY P. VERNOLA TRUST U/D/T
Dated October 18, 2000, as amended**

By 
ANTHONY P. VERNOLA
Trustee

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement
Day Creek MDP – Line J, Stage 2
JPS:blj
7/23/09

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN BERNARDINO }

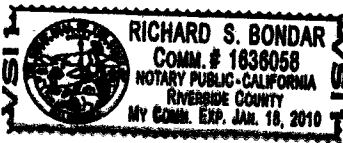
On 08-04-09 before me, RICHARD BONDAR NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ANTHONY P. VERNOLA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Letter

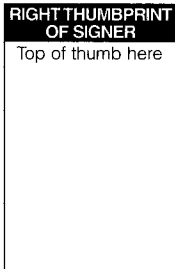
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

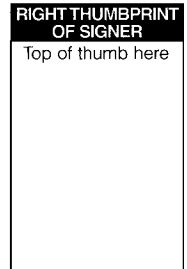
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

SAMPLE:
ADP CREDITS Transfer/Sale Agreement

Pursuant to an Agreement dated _____, 20____, between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and Anthony P. Vernola, hereinafter called "VERNOLA", as (i) Successor Trustee of the Pat and Mary Ann Vernola Trust – Marital Trust and (ii) Trustee of the Anthony P. Vernola Trust U/D/T dated October 18, 2000, as amended, which is hereby incorporated herein by this reference and hereinafter called "AGREEMENT", and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. VERNOLA, hereinafter called "ASSIGNOR", currently owns \$_____ of Day Creek Area Drainage Plan Credits, hereinafter called "CREDITS", originally earned on _____ as evidenced by the attached CREDIT STATEMENT.

2. ASSIGNOR hereby transfers, sells, grants and conveys \$_____ of said CREDITS and all of the rights, title, interest, benefits and privileges of said CREDITS to _____, hereinafter called "ASSIGNEE", to satisfy the requirement to pay drainage fees for APN [List all applicable: _____] located within the Day Creek Area Drainage Plan.

3. ASSIGNEE hereby accepts the foregoing transfer of CREDITS and certifies that the foregoing is correct and is aware of and understands the terms of AGREEMENT.

4. The transfer or sale of CREDITS provided for under this Transfer/Sale Agreement may be the subject of additional agreements between ASSIGNOR and ASSIGNEE. Notwithstanding any term, condition or provision of such additional agreements, the rights of DISTRICT arising under or from AGREEMENT, and this Transfer/Sale Agreement shall not be affected, diminished or defeated in any way, except upon the express written agreement of DISTRICT.

5. The transfer or sale of CREDITS provided for under this Transfer/Sale Agreement shall not be deemed effective until a fully executed original copy of this document is provided to DISTRICT and countersigned by DISTRICT'S Chief of Planning Division.

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EXHIBIT "A"

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"ASSIGNORS"

By _____
ANTHONY P. VERNOLA
Successor Trustee of the Pat and May Ann
Vernola Trust – Marital Trust

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

By _____
ANTHONY P. VERNOLA
Trustee of the Anthony P. Vernola Trust U/D/T
Dated October 18, 2000, as amended

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

EXHIBIT "A"

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"ASSIGNEE"
COMPANY NAME

By _____

Title _____

Dated _____

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____

CHIEF OF PLANNING DIVISION

Date: _____