

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



SUBMITTAL DATE:
March 4, 2010

FROM: Economic Development Agency

SUBJECT: Lake Mathews Fire Station

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached agreement between the County of Riverside and Moorefield Construction, Inc. of Santa Ana, California, in the amount of \$2,997,300 and authorize the Chairman to execute the agreement on behalf of the County;
2. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;
3. Approve the total project budget of \$5,556,860;
4. Authorize the payment of reimbursables to Western Municipal Water District per Ground Sublease approved on M.O. 3.43, June 2, 2009 (See attachment "A"); and

(Continued)

ALL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: *[Signature]* 4/8/10
SUSANA SANCHEZ-JOCANEGRA

[Signature]
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,592,180	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 1,139,500	For Fiscal Year:	09/10

SOURCE OF FUNDS: Tobacco Securitization funds (86%), Fire Mitigation Funds (7%), TLMA (4%), Western Municipal Water District (3%)

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

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 20, 2010
xc: EDA; CIP, Fire, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 3.54 of 6/23/09; 3.43 of 6/2/09; 3.14 of 4/14/09; 3.40 of 9/30/08; 3.63 of 7/29/08

District:

Agenda Number:

3.77

FORM APPROVED COUNTY COUNSEL
 DATE 4/6/10
 BY: *[Signature]* MARSHAL VICTOR
 Reviewed by *[Signature]* CHRISTIAN
 Christopher Hans
 Departmental Concurrence
 John R. Hawkins, Fire Chief
 Policy Riverside County Fire Department
 Policy
 Consent
 Consent
 Dept's Recomm.:
 Per Exec. Ofc.:

RECOMMENDED MOTION: (Continued)

5. Delegate project management authority for this project to the Assistant County Executive Officer/EDA in accordance with applicable policies.

BACKGROUND:

On July 29, 2008 (Item 3.63) the Board of Supervisors approved an architectural services agreement between the County of Riverside and Ruhnau Ruhnau Clarke of Riverside, California in the amount of \$367,500, plus a reimbursable allowance of \$5,000. This agreement was to provide design, bid support and construction administration services for the Lake Mathews Fire Station. Fire Mitigation Funds were designated as the funding source.

On June 2, 2009 (Item 3.43) the Board of Supervisors approved a Ground Sublease between sublessor, Western Municipal Water District and sublessee, the County of Riverside. The Sublease is for approximately 1.82 acres of land. This land will be used to build a communications tower for the Public Safety Enterprise Communications (PSEC) project, the new Lake Mathews Fire Station and a training room. Per terms of the lease, the County of Riverside shall pay \$1,500 rent per year and contribute \$1,055,400 in land development costs. (See Attachment "A")

On June 23, 2009 (Item 3.54) the Board of Supervisors approved the plans and specifications for the Lake Mathews Fire Station and authorized the Clerk of the Board to advertise for bids. On July 29, 2009, sixteen contractors attended a mandatory job walk. On June 25, 2009, the bids were opened and Moorefield Construction, Inc. was determined to be the lowest responsive and responsible bidder. The agreement has been approved by County Counsel as to legal form.

PROJECT BUDGET:

The approximate allocation of the project budget is as follows:

Design	\$560,520
On-Site Construction	\$3,020,300
Off-Site Construction and Rough Grade	
Per lease agreement (See Attachment "A")	\$1,055,400
Project Management	\$197,500
Environmental Time and Labor	\$80,000
Misc. Permits and Fees	\$24,000
Printing and Advertising	\$3,500
Inspection	\$172,000
Specialty Inspection & Testing	\$68,281
Project Contingency	<u>\$375,360</u>
TOTAL	\$5,556,860

FINANCIAL IMPACT:

A portion of the design services costs totaling \$372,500 in Fire Mitigation Funds were allocated by the Board of Supervisors on July 29, 2008 (Item 3.63) for FY 08/09. Project related expenditures for FY 09/10 are estimated at \$2,592,180; expenditures for FY 10/11 are estimated at \$2,592,180.

All FY 09/10 and FY 10/11 costs will be funded using Tobacco Securitization funds; however, the following reimbursements will be made to the Tobacco Securitization fund. TLMA will reimburse in the amount of \$203,500 for a portion of the off-site construction costs. Western Municipal Water District (WMWD) will reimburse approximately \$193,780 for the proportional cost of design work and all inspection work performed by the County on WMWD's new maintenance building.

AGREEMENT FORM

THIS AGREEMENT, entered into this 10th day of September, 2009, by and between Moorefield Construction, Inc., hereinafter called the "Contractor", and the County of Riverside hereinafter called the "Owner".

WITNESSETH: That the parties hereto have mutually covenanted and agreed as follows:

CONTRACT: The Complete Contract includes all of the Contract Documents, to wit: The Notice Inviting Bids, the Instructions to Bidders, the Contractor's Proposal, Wage Schedule, Payment and Performance Bonds, the Plans and Specifications plus any Addenda thereto, the General Conditions, the Supplementary General Conditions, if applicable and this Agreement. All Contract Documents are intended to cooperate and be complimentary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all Contract Documents.

STATEMENT OF WORK: The Contractor hereby agrees to furnish all tools, equipment, services, apparatus, facilities, transportation, labor and materials for the **Lake Mathews Fire Station FM08270003847**. In strict accordance with the Plans and Specifications dated May 4, 2009 prepared by Ruhnau Ruhnau Clarke & County of Riverside hereinafter called the "Architect", including Addenda thereto as listed in the Contractor's Proposal, all of which are made a part hereof.

TIME FOR COMPLETION: The work shall be commenced on a date to be specified in a written order of the Architect and shall be completed within **three hundred and sixty-five (365) calendar days** from and after said date. It is expressly agreed that except for extensions of time duly granted in the manner and for the reasons specified in the General Conditions, time shall be of the essence.

COMPENSATION TO BE PAID TO CONTRACTOR: The Owner agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contract, subject to additions and deductions as provided in the General Conditions, the sum of Two Million Nine Hundred Ninety-seven dollars (\$ 2,997,300) being the total of the base bid plus the following addenda: 1, 2, ____. The sum is to be paid according to the schedule as provided in the General Conditions. Thousand Three Hundred

Pursuant to Labor Code, Section 1861, the Contractor gives the following certification: I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts.

Type of Contractor's organization: Corporation

If other than individual or corporation, list names of all members who have authority to bind firm.

Firm Name: Moorefield Construction, Inc.

Address: 600 N. Tustin Ave., #210, Santa Ana, CA 92705

Contractor's License No.: 397892

IF OTHER THAN CORPORATION EXECUTE HERE

Signature: _____

Title: _____

Affix Seal
If
Corporation

IF CORPORATION, FILL OUT FOLLOWING AND EXECUTE

Name of President of Corporation: Mike Moorefield

Name of Secretary of Corporation: Ann Moorefield

Corporation is organized under the laws of State of California

Signature: [Signature]

Title: President

Owner: COUNTY OF RIVERSIDE

Signature: [Signature]

Title: Chairman - Board of Supervisors **MARION ASHLEY**

Attest: Clerk, Board of Supervisors **KECIA HARPER-HEM**

By: [Signature]

Title: DEPUTY

**Lake Mathews Fire Station
FM08270003847**

APR 20 2010 3:77

FORM APPROVED COUNTY COUNSEL Agreement
BY: [Signature] 4/4/10 1
MARSHA L VICTOR DATE

ACKNOWLEDGMENT

State of California
County of Orange)

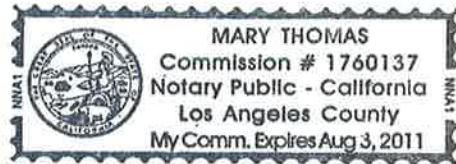
On September 10, 2009 before me, Mary Thomas, Notary Public
(insert name and title of the officer)

personally appeared Mike Moorefield
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/it~~ executed the same in
his/~~her/its~~ authorized capacity(~~ies~~) and that by his/~~her/its~~ 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.

Signature Mary Thomas (Seal)



PERFORMANCE BOND

The makers of this Bond, Moorefield Construction, Inc., as Principal, and Safeco Insurance Company of America as Surety, are held and firmly bound unto County of Riverside, hereinafter called the Owner, in the sum of Two Million Nine Hundred Ninety Seven Thousand * Dollars (\$ 2,997,300.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. *Three Hundred

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated 9/10/09, 2009 for Lake Mathews Fire Station, FM08270003847
Site Improvements and Construction

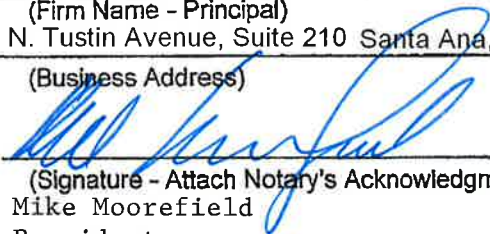
Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the file of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may thereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said Contract.

Signed and Sealed this 11th Day of September, 2009.

Moorefield Construction, Inc.

(Firm Name - Principal)
600 N. Tustin Avenue, Suite 210 Santa Ana, CA 92705
(Business Address)

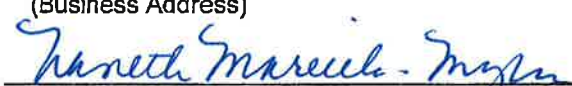
Affix Seal
if
Corporation

By: 
(Signature - Attach Notary's Acknowledgment)
Mike Moorefield
President
(Title)

Safeco Insurance Company of America

(Corporation Name - Surety)
120 Vantis, Suite 130
Aliso Viejo, Ca 92656
(Business Address)

Affix
Corporate
Seal

By: 
(Signature - Attach Notary's Acknowledgment)
Nanette Mariella-Myers, Attorney-in-Fact
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

ACKNOWLEDGMENT

State of California
County of Orange)

On September 15, 2009 before me, Mary Thomas, Notary Public
(insert name and title of the officer)

personally appeared Mike Moorefield
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is ~~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.

Signature Mary Thomas (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On SEP 11 2009 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Nanette Mariella-Myers

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.



Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9675

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, California***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this SEP 11 2009 day of



Dexter R. Legg

Dexter R. Legg, Secretary

Bond No. 6613944

PAYMENT BOND

(Public Work - Civil Code Section 3247 et seq.)

The makers of this Bond are Moorefield Construction, Inc. as Principal and Original Contractor and Safeco Insurance Company of America, a corporation, authorized to issue Surety Bonds in California, as Surety, and this Bond is issued in conjunction with that certain public works contract dated 9/10/09 2009 between Principal and County of Riverside, a public entity, as owner, for Two Million Nine Hundred Ninety Seven * dollars (\$ 2,997,300.00) the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for public work of: Lake Mathews Fire Station FM08270003847

*Thousand Three Hundred

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said Contract.

Signed and Sealed this 11th Day of September 2009.

Moorefield Construction, Inc.

(Firm Name - Principal)

600 N. Tustin Avenue, Suite 210
Santa Ana, CA 92705

(Business Address)

By:


(Signature - Attach Notary's Acknowledgment)

Mike Moorefield
President

(Title)

Affix Seal
if
Corporation


Safeco Insurance Company of America

(Corporation Name - Surety)

120 Vantis, Suite 130
Aliso Viejo, CA 92656

(Business Address)

By:


(Signature - Attached Notary's Acknowledgment)

Nanette Mariella-Myers

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix
Corporate
Seal

ACKNOWLEDGMENT

State of California
County of Orange)

On September 15, 2009 before me, Mary Thomas, Notary Public
(insert name and title of the officer)

personally appeared Mike Moorefield
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is ~~same~~
subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in
his/~~her/its~~ authorized capacity(~~ies~~) and that by his/~~her/its~~ 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.

Signature *Mary Thomas* (Seal)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On SEP 11 2009 before me, K. Luu, Notary Public
(Here insert name and title of the officer)

personally appeared Nanette Mariella-Myers

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.

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 9675

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

RHONDA C. ABEL; JERI APODACA; LISA K. CRAIL; LINDA ENRIGHT; JANE KEPNER; NANETTE MARIELLA-MYERS; MIKE PARIZINO; RACHELLE RHEAULT; JAMES A. SCHALLER; Irvine, California***

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

SEP 11 2009
this day of



Dexter R. Legg

Dexter R. Legg, Secretary

PRODUCER
Dodge Insurance Services Inc.
DBA: Arroyo Insurance Services
3510 Torrance Blvd., Suite 305
Torrance CA 90503

Barbara M. Bohl
Phone: 310-356-8201 Fax: 310-316-1825

INSURED

Moorefield Construction, Inc.
County of Riverside
600 N. Tustin Ave., Suite 210
Santa Ana CA 92705

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	The Continental Insurance Co.
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Course of Constructi CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> OTHER	4013777355	10/01/09	06/01/10	Structure Earthquake Flood Transit Temporary Structure At other location	\$ 3,000,000 \$ 2,500,000 \$ 1,000,000 \$ 100,000 \$ 100,000 \$ 100,000
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

Lake Mathews Fire Station Project # FM08270003847 located at 16453 Calalco Road, Riverside, CA 92503. (XXX)

SPECIAL CONDITIONS/OTHER COVERAGES

*10 Days notice if Cancelled for non-payment of premium. The named insured to include the County of Riverside, its Director's & Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or reps

CERTIFICATE HOLDER

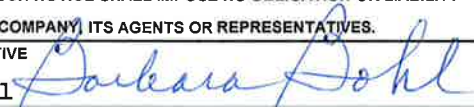
County of Riverside, etal
Dane Winkelman
3133 Mission Inn Ave.
Riverside CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barbara M. Bohl





CERTIFICATE OF LIABILITY INSURANCE

OP ID BB
MOORE-2

DATE (MM/DD/YYYY)

09/11/09

PRODUCER Dodge Insurance Services Inc. DBA: Arroyo Insurance Services 3510 Torrance Blvd., Suite 305 Torrance CA 90503 Phone: 310-356-8201 Fax: 310-316-1825	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Moorefield Construction, Inc. 600 N. Tustin Ave., Suite 210 Santa Ana CA 92705	INSURER A: James River Insurance Co.	12203
	INSURER B: Majestic Insurance Company	42269
	INSURER C: United Financial Casualty	11770
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	000153443	04/01/09	04/01/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
C		AUTOMOBILE LIABILITY	057050262	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	C20070379103	03/31/09	03/31/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N					
		If yes, describe under SPECIAL PROVISIONS below					
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Lake Mathews Fire Station, Project No. FM08270003847. Certificate holder is expanded to read the County of Riverside, it's Director's, Officers, special Districts, Board of Supervisors, employees, agents or representatives. Continued on next page. *10 days notice if cancelled for non-payment of premium. (XXX)

CERTIFICATE HOLDER

County of Riverside, etal
 Att: Dane Winkelman
 3133 Mission Inn Avenue
 Riverside CA 92507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT ~~NO~~ SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barbara M. Bohl

NOTEPAD:

INSURED'S NAME Moorefield Construction , Inc.

MOORE-2

PAGE 3

OPID BB

DATE 09/14/09

Re: Lake Mathews Fire Station, Project # FM08270003847.

Certificate holder is included as Additional Insured, on General Liability, per attached CG 20 10 07 04 and CG 20 37 07 04 (which includes primary & noncontributory wording) and a Waiver of Subrogation per attached AP5004US 12-03. The General Aggregate Per Project is limited to a \$10,000,000 limit per attached AP5012US 12-03. The General Liability policy bears a \$5,000 Bodily Injury and Property Damage per occurrence deductible; and a \$10,000 subsidence deductible.

Additional Insured and Waiver of Subrogation on Automobile policy will be forthcoming.

Waiver of Subrogation on Workers' Compensation is included and the formal endorsement will be forthcoming.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT</p> <p>PRIMARY & NON-CONTRIBUTORY WORDING WHEN REQUIRED BY WRITTEN CONTRACT.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT	
PRIMARY & NONCONTRIBUTORY WORDING WHEN REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$10,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Attachment "A"

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Department of Facilities Management

SUBMITTAL DATE:
April 27, 2009

SUBJECT: Ground Sublease – Lake Mathews Fire Station, Communications Tower, and Community Room, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Ground Sublease including the Project Costs and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Authorize the Auditor Controller to adjust the Department of Facilities Management's budget as set out on Schedule "A"

BACKGROUND: (Commences on Page 2)

[Signature]
John R. Hawkins
County Fire Chief

[Signature]
Robert Field
Assistant County Executive Officer/EDA/FM

FINANCIAL DATA	Current F.Y. Total Cost:	\$651	In Current Year Budget:	Partially
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	08/09
SOURCE OF FUNDS: Lease costs: PSEC Budget 1.5%; Project Costs: CORAL Bond Financing 98.5%			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature

[Signature]
BY Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
Nays: None
Absent: None
Date: June 2, 2009
xc: Facil. Mgmt., Fire, Auditor, E.O.

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 1

Agenda Number:

3.43

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 ROBERTE BYRD AUDITOR-CONTROLLER
 BY: *[Signature]*
 SUSANA GARCIA-BOCANFORA
 5/4/09

FORM APPROVED COUNTY COUNCIL
 BY: *[Signature]*
 SYNTHIA M. GUNZE
 4/26/09

Policy Policy
 Consent Consent
 Dept's Recomm.
 Per Exec. Ofc.

Department of Facilities Management
Ground Sublease – Lake Mathews Fire Station, Communications Tower, and
Community Room, Riverside
April 27, 2009
Page 2

BACKGROUND:

The Riverside County Fire Department currently operates a fire station located at 17650 Cajalco Road in the unincorporated area east of Lake Mathews. The station has been deemed to be located in a portion of the Cajalco Road realignment area and does not provide a safe exit for fire department emergency vehicles.

In addition, due to its age, parts of the facility are functionally obsolete. Consequently, the Fire Department has requested the relocation and construction of a replacement station.

The Department of Facilities Management (DOFM) entered into discussions with the Western Municipal Water District (WMWD) to sublease a portion of their land located at 15453 El Sobrante Road, just west of the current location, as a location for the replacement station. The parties agreed to execute a Sublease for approximately 1.82 acres of land. The Real Estate Division consummated an agreement for a ground sublease of the land at \$.02 per square foot annually; a rate below market ground lease comparables shown on Page 3. Metropolitan Water District is the owner of the land holding a master lease on the land with WMWD, and must consent to the Sublease between WMWD and the County.

DOFM procured an architectural firm to provide schematic design and construction documents for the project. A schematic design was completed which includes a new fire station of approximately 9,405 square feet and a new community room of approximately 1,300 square feet.

In addition, the Public Safety Enterprise Communications (PSEC) project requires land in the area to provide for a communications tower. The need for the tower is documented in the Notice of Intention to Purchase, PSEC Project Sites as approved by the Board of Supervisors. It was decided that the subleased land between the County and WMWD was also suitable for a communications tower and that the land rent economics negotiated by DOFM were favorable and well within the PSEC budget. Consequently a site for the PSEC communications tower is located within the project as well. WMWD and the County agree to share the cost of the project planning, California Environmental Quality Act (CEQA), infrastructure, utility, a traffic signal and other related costs as set forth in Exhibit C to the Sublease Agreement. The parameters of the Sublease are as follows:

Location:	15453 El Sobrante Road, unincorporated area east of Lake Mathews
Sublessor:	Western Municipal Water District (WMWD)
Sublessee:	County
Owner:	Metropolitan Water District
Size:	Approximately 1.82 acres, as shown in exhibit B-1.

Department of Facilities Management
Ground Sublease – Lake Mathews Fire Station, Communications Tower, and
Community Room, Riverside
April 27, 2009
Page 3

Term: Commencement upon the date that Ground Sublease is fully executed and expires on August 31, 2061 (Coincides with Master Lease)

Rent: \$1,500 per year, or \$.02 per square foot annually

Rent Adjustments: Rent to be increased annually based on the percentage change in the Consumer Price Index.

Project Costs: The total cost for the project is \$2,658,901.08 to be shared between the County and Western Municipal Water District. The County's portion is \$1,055,425.54.

Rent Market Data:

<u>Location</u>	<u>Acreage</u>	<u>Annual Rate PSF</u>
1. Moreno Valley	1.5 acres	\$.18 psf
2. Riverside	59,850 sf	\$.28 psf
3. Riverside	2.48 acres	\$.15 psf

The attached Ground Sublease to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All sublease rental costs for this Ground Sublease to Lease will be funded through the PSEC budget, and construction costs through CORAL Bond financing. PSEC has budgeted for these costs in FY2008/09; however DOFM requires a budget adjustment to its FY2008/09 budget to cover related transactional costs with the property owner. While DOFM will front the costs for this sublease agreement with the property owner, PSEC will reimburse DOFM for all associated lease costs. The project costs will be funded by Executive Office bond financing.

Department of Facilities Management
Ground Sublease – Lake Mathews Fire Station, Communications Tower, and
Community Room, Riverside
April 27, 2009
Page 4

Schedule A

Increase Appropriations:

10000-7200400000-526700 - Rent/Lease Buildings	\$625.00
10000-7200400000-572500- Intra – Leases	(\$625.00)

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GROUND SUBLEASE
Western Municipal Water District
APN 285-120-030
Riverside County, California

The **WESTERN MUNICIPAL WATER DISTRICT**, a public agency, hereinafter referred to as "Sublessor", subleases to the **COUNTY OF RIVERSIDE**, hereinafter referred to as "County" or "Sublessee", the property described below upon the following terms and conditions:

1. Recitals.

(a) Sublessor holds a leasehold interest, as Lessee, under that certain Master Lease, as more particularly shown on Exhibit "A", attached hereto and incorporated herein by reference, between the Metropolitan Water District of Southern California and Western Municipal Water District, dated September 5, 2006, pertaining to the property described in item 3 below.

(b) Both parties to the Sublease are public agencies. Joint use of the identified property is beneficial for the following: (i) greater community safety garnered from a 24-hour onsite presence, a County communications facility and fire station, as well as enhanced water and wastewater facilities, and (ii) overall site improvements including water, sewer, roadway, signage, and traffic signal. All facilities and improvements as set forth in this paragraph 1(b) are herein defined as the "Project."

(c) Financial responsibilities for the joint use of the identified property outside of the rental rate as set forth in paragraph 7 of this Sublease document shall be shared based on the type of cost, and percentage allocations, as set in the "Principles of Reimbursement Agreement and Percentage Allocations" as set forth in Exhibit "C". Amounts shown in Exhibit "C" are estimates only. Actual amounts may vary. Project costs will be billed based on final construction expenses and fees.

(d) The County of Riverside and Western Municipal Water District acknowledge the desirability of a longer lease term and expect to negotiate terms of an extension in the future. Any decisions from said negotiations will be captured and incorporated in the documents as amendments.

(e) Pursuant to Section 11 of the Master Lease, in the event of a termination between Metropolitan Water District (Lessor), and Western Municipal Water District (Lessee) let it be known that Lessor, and Lessee recognize, and acknowledge County's leasehold interest, and that County's Ground Sublease shall remain in full force and effect throughout the Sublease term as set forth in paragraph 5 of this Sublease. In the event the Sublease term as set forth in paragraph 5 is extended, Metropolitan Water District shall allow County's Ground Sublease to remain in full force and effect throughout the extended sublease term.

2. Master Lease. Sublessee acknowledges that its rights are subject to those provided in the Master Lease, and agrees to abide by all the terms and

1 conditions of the Master Lease. In the event of any inconsistencies between this
2 Sublease and the Master Lease, the Master Lease shall prevail.

3 **3. Description.** The property, herein referred to as Premises, hereby
4 consists of a portion of that certain parcel located on El Sobrante Road in Rancho El
5 Sobrante De San Jacinto, County of Riverside, State of California, also identified as
6 Assessor Parcel Number 285-120-030, as more particularly described in the legal
7 description, attached hereto, as Exhibit "B".

8 **4. Use.**

9 (a) The Premises is hereby subleased to County to provide County
10 with real property upon which to construct, or cause to be constructed, a ~~community~~
11 room, and a new County Fire Station to replace the existing Cajalco Fire Station. In
12 addition, the County may use the Premises for fire department training, meetings, and
13 the installation of a communications facility. In the event a fire station is not
14 constructed on a timely basis, County may proceed and install the communication
15 facility as planned. ~~The community room shall not be used for commercial purposes~~
16 and the maximum occupant load shall be 75 persons. Metropolitan Water District's
17 consent to this Sublease is acknowledgement that County's use is acceptable under
18 the terms of the Master Lease.

training/meeting

Jan



training/meeting Jan

19 (b) Sublessor shall acquire the necessary environmental studies for
20 the joint projects and both parties to this Sublease agree to share the costs of the joint
21 environmental studies and of a common driveway. Metropolitan shall receive copies
22 of all relevant CEQA documents and all relevant analysis or studies done in support of
23 such documents. As a responsible agency, Metropolitan shall be included in the
24 County's CEQA process.

25 (c) Sublessor and Sublessee shall share the financial responsibilities
for joint use of the identified property based on agreed upon allocations as determined
in the "Principles of Reimbursement Agreement and Percentage Allocations" as set
forth in Exhibit "C." Both parties agree to negotiate in good faith any joint use items
that may arise that are not specifically captured in Exhibit "C." Amounts shown in
Exhibit "C" are estimates only. Actual amounts may vary. Project costs will be billed
based on final construction expenses and fees.

5. Term. The Term of this Sublease shall commence upon the date that it
is fully executed and shall expire at the same time as the Master Lease, which date is
August 31, 2061. In addition, this Sublease is subject to termination or expiration in
accordance with the same provisions for termination and expiration as set forth in the
Master Lease, subject to the provisions of paragraph 1(e) of this Sublease.

6. Options to Extend. Sublessor hereby grants to County the option to
extend the term of the Sublease in accordance with the provisions for options to
extend and renew as set forth in Master Lease.

1 7. **Rent.** County shall pay the annual sum of \$1,500.00 to Sublessor as
2 rent for the Premises, payable, in advance. Rent shall be due on September 1 of each
3 year of this Sublease, including any option year. Rent for this first year of this
4 Sublease shall be due on the commencement date of this Sublease and shall be
5 prorated for said year. Any increases in rents incurred by Sublessor from Metropolitan
6 Water District pursuant to the terms of the Master Lease shall be shared on a prorata
7 basis between the Parties based on area leased. For example:

$$\text{Adjusted Rent} = \text{Then Current Rent} + \text{MWD Lease Adjustment} \left(\frac{\text{County Lease Area}}{\text{Total Sublessor Area}} \right)$$

8 **8. The Planning and Construction of the Project.**

9 (a) The parties agree to cooperate jointly to construct the Project as set
10 forth in paragraph 1(b). The specifications for the Project are set
11 forth in Exhibit "C" and in the working drawings for the project, soon
12 to be completed and incorporated therein by reference to Exhibit "C."
13 Any improvements including those set forth in Exhibit "C" shall be
14 subject to prior written approval of the Parties. The parties shall work
15 in good faith to complete the project based on the project schedule in
16 Exhibit "D."

17 (b) The Parties agree to pay the Project Costs for the planning and
18 construction of the Project. The Project Costs herein (the "Project
19 Costs"), are defined as all planning, entitlement, fees and related
20 expenses, and all construction costs and expenses, including the cost
21 of the installation and materials for a traffic signal. The Project Cost
22 allocations are set forth in Exhibit "C" entitled the "Principles of
23 Reimbursement Agreement and Percentage Allocations." Sublessor
24 and County shall contract for the respective services as set forth in
25 Exhibit "C" and the parties shall reimburse each other for the
26 applicable shares as set forth in Exhibit "C" no later than thirty (30)
27 days from receipt of invoice from the applicable Party. Amounts
28 shown in Exhibit "C" are estimates only. Actual amounts may vary.
29 Project Costs will be billed based on final construction expenses and
30 fees.

31 **9. Repairs and Maintenance.**

32 County shall be responsible for repairs and maintenance and associated
33 expenses for County's improvements and parking areas within the subleased
34 premises throughout the term of this Sublease. Sublessor shall have the responsibility
35 to maintain the common area driveway to the subleased premises as further described
36 in Exhibit "B" and County shall reimburse Sublessor for fifty (50%) percent of the
37 expense pursuant to the allocations set forth in Exhibit "C" and the process set forth in
38 Section 8.

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10. **Improvements by County.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by County on the Premises shall be subject to the prior written consent of Sublessor after County has submitted plans for any such proposed alterations, improvements or fixtures to Sublessor in writing. Such consent shall not be unreasonably withheld by Sublessor. In addition, any such alterations, improvements, or fixtures shall be subject to the prior written consent of the Metropolitan Water District as required under the Master Lease.

(b) All alterations and improvements made, and fixtures installed, by County shall remain County property and may be removed by County at or prior to the expiration of this Sublease; provided, however, that such removal does not cause injury or damage to the Premises. In addition, the obligation for removal, and the right to leave, such alterations, improvements or fixtures on the Premises shall be subject to applicable terms and conditions of the Master Lease pertaining to said removal and vacation of the Premises.

11. **County's Insurance.** County maintains funded programs of Self-Insurance. County shall provide to Sublessor a Certificate of Self-Insurance evidencing the County's Self-Insurance, if so requested by Sublessor. The County must also comply with the insurance provisions in the Master Lease, including the requirement to provide Metropolitan with a certificate naming it as an additional insured.

12.. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

County:

Sublessor:

County of Riverside
Real Estate Division
3133 Mission Inn Avenue
Riverside, California 92507

Western Municipal Water District
450 E. Alessandro Boulevard
Riverside, California 92508

or to such other addresses as from time to time shall be designated by the respective parties.

13. **Quiet Enjoyment.** Sublessor covenants that County shall at all times during the term of this Sublease peaceably and quietly have, hold and enjoy the use of the Premises so long as County shall fully and faithfully perform the terms and conditions that it is required to do under this Sublease.

14. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

1 **15. Severability.** The invalidity of any provision in the Sublease as
2 determined by court of competent jurisdiction shall in no way affect the validity of any
3 other provision hereof or the Master Lease.

4 **16. Venue.** Any action at law or in equity brought by either of the parties
5 hereto for the purpose of enforcing a right or rights provided for by this Sublease shall
6 be tried in a court of competent jurisdiction in the County of Riverside, State of
7 California, and the parties hereto waive all provisions of law providing for a change of
8 venue in such proceedings to any other county.

9 **17. Attorneys' Fees.** In the event of any litigation or arbitration between
10 Sublessor and County to enforce any of the provisions of this Sublease or any right of
11 either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay
12 to the successful party all costs and expenses, including reasonable attorneys' fees,
13 incurred therein by the successful party, all of which shall be included in and as a part
14 of the judgment rendered in such litigation or arbitration.

15 **18. County's Representative.** County hereby appoints the Director of the
16 Department of Facilities Management as its authorized representative to administer
17 this Sublease.

18 **19. Sublessor's Representative.** Sublessor hereby appoints its Assistant
19 General Manager as its authorized representative to administer this Sublease.


20 **20. Entire Sublease.** With the exception of the Master Lease, this Sublease
21 is intended by the parties hereto as a final expression of their understanding with
22 respect to the subject matter hereof and as a complete and exclusive statement of the
23 terms and conditions thereof and supersedes any and all prior and contemporaneous
24 leases, agreements and understandings, oral or written, in connection therewith. This
25 Sublease may be changed or modified only upon the written consent of the parties
hereto, or as necessary to comply with the Master Lease.

21. Interpretation. The parties hereto have negotiated this Sublease at
arms length with advice of their respective attorneys, and no provision contained
herein shall be construed against County solely because it prepared this Sublease in
its executed form.

1 20. This Sublease shall not be binding or consummated until its approval by
2 the County and the Sublessor.

3 Dated: JUN 02 2009

WESTERN MUNICIPAL WATER DISTRICT,
a public agency

4
5 By: 
President
Board of Directors

6 Dated: JUN 02 2009

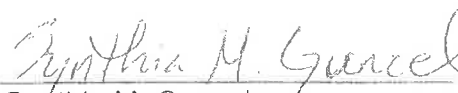
COUNTY OF RIVERSIDE

7
8 By: 
Chairman
Board of Supervisors

9
10 ATTEST:
Kecia Harper-Ihem
11 Clerk of the Board


12 By: 
13 Deputy

14
15 APPROVED AS TO FORM:
Pamela J. Walls
16 County Counsel


17 By: 
18 Cynthia M. Gunzel
19 Deputy County Counsel

20 CONSENT TO SUBLEASE:

21 Metropolitan Water District

22
23 By: 

24 APPROVED AS TO FORM
Karen L. Tachiki
25 General Counsel


By: JOHN C. CLAIRDAY
Sr. Deputy General Counsel

CHANGES NOTED PAGE 2
FORM APPROVED COUNTY COUNSEL
BY  8-14-09
DATE
COUNSEL
CYNTHIA M. GUNZEL

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EXHIBIT "A"
Master Lease Agreement

L E A S E

R. L. 2348
Lake Mathews
MWD Parcel Nos. 140-6A-
7A, 9, 25 (Portions)
APN 285-120-019 (Portion)

This Lease is made by and between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public corporation, hereinafter referred to as "Lessor," and, WESTERN MUNICIPAL WATER DISTRICT, a public agency, hereinafter referred to as "Lessee."

1. DESCRIPTION OF PROPERTY. Lessor hereby leases to Lessee, on the terms hereinafter set forth, that certain property hereinafter referred to as "Property." Said Property is described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by reference.

2. TERM. The term of this Lease shall be for 55 years, beginning on September 1, 2006 and ending on August 31, 2061. This Lease may be terminated in accordance with the provisions of Paragraph 11 hereinbelow.

3. OPTION TO RENEW. Lessor hereby grants to Lessee the option to extend the term of this Lease for an additional ten (10) year period and a subsequent five (5) year period commencing when the prior consecutive term or option expires upon each and all of the following terms and conditions:

a. Lessee gives to Lessor, and Lessor actually receives on a date which is prior to the date that the option period would commence (if exercised) by at least 180 calendar days, a written notice of the exercise of the applicable option to extend this Lease for said additional term(s), time being of the essence. If said notification of exercise of said option is not so given and received, the applicable option shall automatically expire.

b. All of the terms and conditions of this Lease except where specifically modified by the applicable option shall apply and remain in full force with the exception that the Lessor reserves the right to reevaluate the rent as specified in Paragraphs 6 and 7.

c. Lessee may only exercise each option if, at the time of Lessee's exercise of the applicable option, there are no uncured Lessee defaults under this Lease, Lessee is not indebted to Lessor as a result of this Lease, Lessee has currently met all of its obligations under this Lease, Lessee is continuing to conduct its operations on or about the Property in the manner referred to in this Lease, and Lessee has kept the Property free and clear of any encumbrances (except for any such encumbrances which may be approved by Lessor and such approval shall not be unreasonably withheld.)

d. Lessee may not have any option to extend the term of this Lease beyond the expiration of the second option period.

4. USE. Property shall be used for water operations purposes and in connection with the services and authority of Lessee under the Municipal Water District Law set forth in the Water Code. Lessee's use of Property shall comply with all applicable laws, ordinances and regulations. This Lease is subject to Lessor's paramount right to use the Property for necessary water conveyance purposes. Lessor shall not exercise its paramount right unreasonably.

Lessor reserves the right to install and operate a commercial telecommunications tower, building, and related facilities on the Property provided:

- a. It does not unreasonably interfere with Lessee's ability to use the Premises;
- b. It complies with all applicable governmental rules regulations, CC&R's and equitable servitudes, if any;
- c. It is not, by the standards of a reasonable person, unsightly;
- d. Lessor indemnifies and holds Lessee and its subtenants harmless from any costs and damages that they may suffer by reason of the construction and maintenance of the same;
- e. Lessor pays all taxes, assessments and costs of maintenance attributable to the same; and
- f. The location, design and size of such facilities are subject to the prior approval of Lessee which approval shall not be unreasonably withheld.

5. RENT. The rent shall be \$11,407 per year commencing September 1, 2006, payable in advance. Rent shall be due and owing on September 1 of each year during the term of this Lease including any option period. Notwithstanding the foregoing, rent for the first year of the term of this Lease shall be due and owing on the commencement date of this Lease and shall be prorated for said first year.

6. DETERMINATION OF FUTURE RENT. The annual rent for each succeeding two-year period during the term of this Lease shall be determined by multiplying the basic annual rent of \$11,407 by a factor which shall be the ratio of the Annual Average of the United States Consumer Price Index- All Urban Consumers, for the last year of the concluding rental period to the Annual Average of the Consumer Price Index- All Urban Consumers, which is reported as 193.2 for the year 2004, as reported by the United States Department of Labor, Bureau of Labor Statistics, and published in its monthly publication "Survey of Current Business," (CPI-U for Los Angeles, Riverside, and Orange counties, California), provided,

Lease R.L. 2348

however, that the minimum annual rent shall be not less than \$11,407, nothing above to the contrary withstanding.

Computation of the above ratio shall be carried to four decimal places and rounded to the nearest 1/100th with the computation of the rent resulting from the application of this ratio rounded to the nearest dollar.

The calculation to arrive at the new rent is as follows:

$$\frac{\text{New Index Prior Year}}{\text{Base Index Prior Year}} = \text{Factor} \times \text{Base Rent} = \text{New Rent}$$

In the event that the U.S. Department of Labor, Bureau of Labor Statistics, shall cease to report, or change its method of compiling and/or reporting the Wholesale Commodity Price Index used in the above ratio, such other index as may be substituted in place thereof by the appropriate governmental agency of the United States then having responsibility for such compilation and reports of wholesale commodity price indices, subject to any necessary adjustment of such index appropriate to its continued use in determining the ratio set forth above, shall be used.

In the event that such substitute index is not provided, or proves unsuitable for determining the above ratio, then such other index appropriate to such use, as mutually agreed upon by the parties hereto, shall be used.

Notwithstanding the above, Lessor reserves the right to re-evaluate and redetermine the rental rate during the fifth year of this Lease, and during every tenth year thereafter, as provided for in Paragraph 7 herein.

7. APPRAISAL.

a. On or before March 1, 2010, Lessor shall give written notice to Lessee consisting of the names and addresses of three independent appraisers who are State of California Certified General Real Estate Appraisers qualified to provide an appraisal of the fair rental value of the Property. Within twenty (20) days of receipt of Lessor's notice, Lessee shall by written notice to Lessor respond by choosing one appraiser from the list to be appointed as the sole appraiser. Lessor will confirm the appointment within 15 days of receipt of Lessee's letter. The appraisal of the fair rental value of the Property shall be provided by such appraiser and will be final and binding on both parties. The cost of said appraisal will be shared by both parties in such a manner that the fees will be equally born (50% each) by both Lessor and Lessee.

b. In the event Lessee does not approve any of the candidates suggested by Lessor, upon written notice to Lessor, Lessee may, within 10 days of rejecting Lessor's

candidates, request for an appointment of a sole appraiser by the American Arbitration Association (or any organization successor thereto). In the alternative, Lessee may apply for such appointment to a court of competent jurisdiction in the state of California. The cost of such process including administrative costs of the association or court whose assistance is sought in this regard and the appraiser's fees will be born exclusively by Lessee. Lessee hereby waives any and all claims for cost sharing or cost shifting, irrespective of the outcome of the appraisal, in the event it decides to request arbitration or court assistance for the appointment of an appraiser under this subparagraph (b). Such appraisal shall be completed at least 15 days prior to the date that the new rate is scheduled to take effect under this Lease.

c. The new rental amount determined pursuant to the procedures set forth in this Paragraph 7 shall become effective as of June 1, 2010 and shall replace the amount set forth in Paragraph 6. The new rental amount shall then become subject to the calculations and determinations set forth in Paragraph 6.

d. The procedures set forth in subparagraph (a) and (b) shall be again implemented on or before March 1 of 2020 and March 1 of each subsequent tenth year thereafter during the term of this Lease. The new rental amounts determined pursuant to the procedures set forth in this Paragraph 7 shall become effective as of June 1 of the applicable tenth year and shall replace the amount set forth in Paragraph 6 at that time. That new rental amount shall then become subject to the calculations and determinations set forth in Paragraph 6.

8. **RENTAL PAYMENTS.** All rental payments shall be made payable to The Metropolitan Water District of Southern California and mailed to Post Office Box 54153, Los Angeles, CA 90054-0153, with the Lease R.L. number noted on the check and on the face of the envelope.

9. **LATE PAYMENT CHARGES.** Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor within 20 days after such amount shall be due, Lessee shall pay to Lessor a late charge equal to ten percent of such overdue amount. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

10. **RETURNED CHECK CHARGE.** Lessee shall pay to Lessor a fee of \$100 for any checks returned, plus, Lessee must pay to Lessor any and all other fees incurred with such

return. If Lessee has two returned checks within any 12-month period, Lessor shall not accept personal checks for any current or future payments due under this Lease. In this event, acceptable payment shall be in the form of cashier's check, money order, or cash delivered in person to Lessor's Accounts Receivable Section located at 700 North Alameda Street, Los Angeles, CA 90012-2944.

11. TERMINATION.

a. For Cause. Violation of any term, covenant, condition or provision contained herein shall be cause for termination of the Lease by either party, unless corrected within ten days of the date of a written notice of default from the non-defaulting party to the defaulting party

b. Property No Longer Needed For Operations/Improvements. Upon one (1) year prior notice to Lessor, Lessee may elect to terminate this Lease in the event Lessee determines that the Property is no longer needed for water operations and/or improvements. In the event of such termination, Lessee shall be required to pay a prorated amount of rent up to the effective date of said termination. The parties hereby acknowledge and agree that any such termination shall only be in connection with this Lease and the Property subject to this Lease and shall have no effect whatsoever on other real and personal property ownership interests or other contractual arrangements between Lessor and Lessee.

12. This paragraph intentionally left blank.

13. IMPROVEMENTS. No structures or improvements shall be constructed or maintained on the Property without Lessor's written consent, which consent shall not be unreasonably withheld.

14. REMOVAL OF IMPROVEMENTS. All improvements placed on Property by Lessee shall be the personal property of Lessee and shall be removed by Lessee from Property by the last day of the Lease; provided, further, Lessor may keep, or dispose of at Lessee's expense, any real or personal property not so removed.

15. VACATING THE PROPERTY. At the expiration of the term, or at any sooner termination of this Lease, Lessee shall quit and surrender possession of Property and its appurtenances to Lessor in as good order and condition as Property was delivered to Lessee, reasonable wear and tear and damage by the elements excepted.

16. MAINTENANCE. Lessee shall, at its sole cost and expense, keep Property free of noxious weeds and trash, and shall comply with all applicable laws and regulations concerning the use of Property.

17. HAZARDOUS SUBSTANCES. For purposes of this Lease, the term "Hazardous Substances" means: (a) any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

a. Lessor warrants and represents that as of the date hereof there are no Hazardous Substances in or about Property and that Property and improvements thereon do not violate any applicable Federal, State or local statutes, ordinances, regulations, rules or other requirements, and that there is not presently pending any proceeding before any Federal, State or local tribunal or agency, the outcome of which would diminish or preclude Lessee's use of Property as permitted under the terms of this Lease. Except as so provided, Lessor makes no warranty or representation whatsoever concerning Property, including without limitation, the condition, fitness or utility for any purpose thereof, any improvements thereto or personal property located thereon, or compliance thereof with applicable laws, ordinances or governmental regulations; and the Lessee's right to use Property is strictly on an "as is," basis with all faults; and Lessor hereby disclaims all other warranties whatsoever, express or implied, the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

- b. Except as otherwise specifically permitted under the terms of this Lease, Lessee shall not use, create, store or allow any Hazardous Substances on Property. Fuel and other Hazardous Substances stored in a motor vehicle for the exclusive operation of such vehicle and storage batteries used for emergency power are excepted.
- c. In no case shall Lessee cause or allow the deposit or disposal of any such Hazardous Substances on Property.
- d. No underground storage tanks shall be installed on Property.
- e. Lessor or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect Property and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on Property and taking photographs.
- f. Lessee shall, within a reasonable time, either prior to the release by Lessee or following the discovery by Lessee of the presence of, or believed presence of, a Hazardous Substance as defined herein, give written notice to Lessor in the event that Lessee knows or has reasonable cause to believe that any release of a Hazardous Substance has come or will come to be located on or beneath the subject Property. The failure to disclose in a timely manner the release of either a material amount of Hazardous Substance or an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code Section 25550 et seq.) may subject Lessee to a default under this Lease in addition to actual damages and other remedies provided by law. Lessee shall immediately clean up and completely remove all Hazardous Substances placed by Lessee on Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.
- g. Lessee shall disclose to Lessor the specific information regarding Lessee's disposal of any Hazardous Substances placed on Property by Lessee and provide written documentation of its safe and legal disposal.
- h. Breach of any of these covenants, terms, and conditions shall give Lessor the authority to immediately terminate this Lease and/or to shut down Lessee's operations thereon, pending rectification of the breach, in which case, Lessee will continue to be liable under this Lease to remove, and mitigate all Hazardous Substances placed by Lessee on Property. Lessee shall be responsible for, and bear the entire cost of removal and disposal of all Hazardous Substances introduced to the Property by Lessee during Lessee's period of use and possession of Property. Lessor may pass through to Lessee any and all costs of removal and mitigation of Hazardous Substances incurred by Lessor as a result of Lessee's activities on Property. Notwithstanding the foregoing, Lessee shall

21. TAXES. The possessory property interest created by this Lease may be subject to property taxation, and Lessee may be subject to the payment of property taxes levied on such interest by the County. Lessee is required to pay any such tax directly to the County.

22. MECHANICS' LIENS. Lessee shall keep Property free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee, or any tenant or subtenant thereof.

23. WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant, condition or provision, hereinafter referred to as Terms, contained herein, shall not be deemed to be a waiver of such Terms of any subsequent breach of the same or any other Terms contained herein. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any Terms of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

24. ATTORNEYS' FEES. The prevailing party in any action brought by either party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' and/or consultants' fees.

25. INSURANCE. During the term of this Lease, Lessee will maintain the following insurance:

- a. Commercial General Liability Insurance in an amount not less than \$3,000,000. Such insurance shall name METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA as Additional Insured.
- b. Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits not less than \$1,000,000, with an endorsement containing a WAIVER OF SUBROGATION as respects the Additional Insured, except for any liability resulting from the willful and gross negligent acts of the Lessor.
- c. Auto Liability in an amount not less than \$1 million per accident for bodily injury and property damage.

The above insurance shall remain in effect throughout the term of this Lease and any renewals thereof.

A review of the insurance coverage will be made every two years in order to adjust the coverage to be commensurate with the appropriate insurance coverage existing for similar type leaseholds at the time of review. Failure to maintain a current Certificate of Insurance on file with Lessor evidencing such insurance shall be cause for termination. Insurers

shall be California Admitted with an AM Best Rating of not less than A:VIII. A "Non admitted carrier" may be used with prior approval from Lessor with a minimum rating of A:X. An exception may be made for the State Compensation Insurance Fund when not specifically rated. Lessor requires copies of all endorsements, and may require copies of insurance policies.

Lessor shall have no liability to Lessee or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to Lessee's respective property, or the Project, regardless of whether such loss or damage is caused by the negligence of Lessor or Lessee, arising out of any of the perils or casualties insured against by the property and/or liability insurance policies carried. The insurance policies obtained by Lessee pursuant to this Lease shall permit waivers of subrogation that the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, Lessee shall, at the request of Lessor, deliver to Lessor a waiver of subrogation endorsement in such form acceptable to Lessor. If such an endorsement is not available and the Lessee's insurer pursues separate legal action against the Lessor, the Lessee shall be responsible for all legal fees and payment of any funds Lessor is legally held obligated to pay.

26. ASSUMPTION OF RISK AND INDEMNITY. Lessee assumes all risk of loss to itself, which in any manner may arise out of the use of Property under this Lease, except for any such loss arising from acts or omissions of Lessor. Further, Lessee hereby agrees to indemnify and defend Lessor and its directors, officers, and employees against any liability and expense, including the reasonable expense of legal representation whether by special counsel or by Lessor's staff attorneys, resulting from injury to or death of any person, any legal challenge to the operations center development or CEQA determination or damage to any property, including property of Lessor, or damage to any other interest of Lessor, including, but not limited to, suit alleging noncompliance with any statute or regulation which in any manner may arise out of the issuing of this Lease, or use by Lessee of Property, or any adjoining land used with Property. The indemnification obligations set forth herein shall not apply in the event of any liability or expense arising from acts or omission of Lessor.

27. AMENDMENTS. The provisions of this Lease may be amended by mutual written consent of the parties hereto.

28. SECURITY DEPOSIT. Lessee shall deposit with Lessor \$11,407 as a guarantee for faithful performance of the conditions of this Lease. Lessor may use such amounts as are reasonably necessary to remedy Lessee's default; in the payment of rent, to repair damages caused by Lessee, or to remove trash from the Property upon termination of the Lease. No later than two weeks after Lessee has vacated the premises, Lessor shall furnish Lessee with an itemized written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to Lessee.

29. NO RELOCATION ASSISTANCE. Lessee acknowledges that Lessee is not entitled to relocation assistance or any other benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Lease.

31. TIME. Time is of the essence of this Lease.

32. NOTICES. All notices, certification of insurance, and or demands required or permitted to be given to Lessor hereunder shall conspicuously bear the legend "NOTICE UNDER LAKE MATHEWS LEASE R.L. No. 2348" on the envelope containing the notice, shall, until contrary instructions are given to Lessee in writing, be effectively given to Lessor when delivered simultaneously by hand or mailed by registered or certified mail, return receipt requested, to Lessor, Attention: Asset Management, The Metropolitan Water District of Southern California, P.O. Box 54153, Los Angeles, California 90054-0153.

33. GOVERNING LAW. This Lease, and all matters relating to this Lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease or any decision or holding concerning this Lease arises.

34. COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

35. SURRENDER OF PREMISES. Lessee shall, on or before the last day of the term hereof or on the sooner termination hereof, peaceably and quietly leave, surrender, and yield up unto Lessor the Premises, together with all alterations, additional, improvements, equipment, and fixtures which may on that day be in or on the Premises, in good order and repair, ordinary wear and tear, obsolescence and acts of God, excepted. All such equipment, moveable machinery and other personal property shall be removed on the last day of the Term hereof, and all such equipment not so removed by Lessee shall be deemed abandoned by Lessee and conveyed to Lessor without further notice.

36. COMPLIANCE WITH LAWS. Lessee shall comply with any and all local, state and federal environmental laws and regulations, including the provisions of the California Environmental Quality Act (CEQA). In the event Lessee violates any such laws, Lessor may terminate this lease. Lessee shall remain liable for any such violation and for any other costs, fines, or penalties based upon such violation. Lessee shall keep Lessor and Lessor's property free from any environmental claims, lawsuits, fines, penalties, excise taxes, or extraordinary mitigations required beyond those specified in the original land use approvals and permits obtained for use of Lessor's property. Lessee agrees to inform Lessor of any actions requiring the review of environmental documentation by Lessor as a Responsible Agency under the California Environmental Quality Act (CEQA).

37. ENVIRONMENTAL NOTIFICATION TO LESSOR. Lessee shall submit to Lessor all environmental surveys that are conducted or needed and shall not release said surveys to any third party without Lessor's permission. Lessor's personnel shall accompany Lessee or its designee for all environmental field inspections of Property.

38. CONDITIONS SUBSEQUENT. This Lease is conditioned upon Lessee, obtaining all governmental permits and approvals, preparing all environmental documentation, and completing all requirements necessary for Lessee's compliance with the California Environmental Quality Act prior to construction of facilities on the Premises.

39. RECORDING OF LEASE. Neither party, Lessor or Lessee, shall record this Lease without the written consent of the other. However, Lessor and Lessee shall, at the request of either at any time during the term of this Lease, execute a memorandum of this Lease for purposes of, and in a form suitable for, recordation. The memorandum of this Lease shall describe the parties, set forth a description of the leased premises, specify the term of this Lease, incorporate this Lease by reference, and include any other provisions required by Lender(s).

40. NO WAIVER. Any failure by Lessor to exercise any rights under this Lease shall not constitute a waiver of Lessor's rights.

41. SUBORDINATION. In no event shall Lessor be required to subordinate its fee simple interest in the Property to the lien of any encumbrance placed on the Property in connection with Lessee's financing of construction, demolition, addition, alteration, or restoration.

42. ESTOPPEL CERTIFICATE. Lessor or Lessee may, at any time and from time to time upon not less than ten business days prior written notice from Lessee, or Lessor execute, acknowledge and deliver to Lessee or Lessor a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect) and the date to which the Rent is paid in advance, and (b) acknowledging that there are not, to Lessor's or Lessee's knowledge, any uncured defaults hereunder on the part of Lessee or Lessor or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or any party intending to place an encumbrance upon all or any portion of the Premises.

43. QUIET ENJOYMENT. Lessor covenants that Lessee, upon paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased Premises under the terms and conditions specified in the Agreement.

Both parties have carefully read and reviewed this Lease and each term and provision contained herein and, by execution of this Lease, demonstrate their informed and voluntary consent thereto. The parties hereby agree that at the time that this Lease is executed,

the terms of this Lease are commercially reasonable and effectuate the intent and purpose of Lessor and Lessee with respect to the Premises.

44. CONDEMNATION.

a. Total Condemnation: If, during the term of this Lease, fee title to all of the Property or to all of the Improvements, or the entire Leasehold estate of the Lessee is taken under the power of eminent domain by any public or quasi-public agency or entity (a "Total Taking"), this Lease shall terminate as of 12:01 A.M. on whichever of the following first occurs: the date legal title becomes vested in the agency or entity exercising the power of eminent domain, or the date actual physical possession is taken by the agency or entity exercising the power of eminent domain. Thereafter, both Lessor and Lessee shall be rid from all obligations under this Lease, except those specified in Sections 15, 17, and 35. Lessor's paramount right to use Property shall not be deemed under any circumstance a taking or condemnation.

b. Partial Taking: If, at any time during the term of this Lease, a taking occurs that is less than a Total Taking, all compensation and damages payable for that taking shall be made available to and used, to the extent reasonably needed, by Lessee to repair any portion of the remaining areas damaged by the taking and to replace the areas taken with other areas on the portion of the Property not taken, provided that replacement is then permitted by existing law. Notwithstanding anything to the contrary in this Section, if the portion of the areas taken by eminent domain results in a net loss of 10% or more of the area of the Premises that can, after considering any replacement areas that can be lawfully constructed on the remaining portion of the Premises by reasonable methods, be devoted to similar areas as compared with the areas existing immediately prior to the taking, Lessee may terminate this Lease in the manner prescribed by Section 46 of this Lease.

45. TERMINATION FOR PARTIAL TAKING. Lessee may terminate this Lease for the reasons stated in either Section 44(b) or Section 48 of this Lease, or both, by serving written notice of termination on Lessor within 180 days after Lessee has received from Lessor or from the condemning authority written notice of an intended taking that sets forth the extent and scope of the intended taking. If Lessee elects to terminate this Lease, the effective date of termination shall be the earlier of the date of termination specified in the Lessee's notice to Lessor or the date the condemning authority takes physical possession of the portion of the Property taken by eminent domain. On termination of this Lease pursuant to this Section, both Lessor and Lessee shall be rid from all obligations to the other under this Lease.

46. CONDEMNATION AWARD. Any compensation or damages awarded or payable because of the taking of all or any portion of the Property by eminent domain shall be allocated between Lessor and Lessee as follows:

- (i) All compensation or damages awarded or payable for the taking by

eminent domain of any land that is part of the Property shall be paid to and be the sole property of Lessor, free and clear of any claim of Lessee or any person claiming rights to the Property through or under Lessee. For purposes of this allocation the land shall be valued as if it were vacant, unimproved, unoccupied and not subject to this Lease, and in the physical and legal condition as of the day before this Lease was executed.

(ii) All compensation or damages awarded or payable because of any Improvements constructed or located on the portion of the Premises taken by eminent domain when only a portion of the Premises is taken by eminent domain and Lessee is not entitled to or does not terminate this Lease, shall be applied in the manner specified in Section 44(b) toward the replacement of those Improvements with equivalent new Improvements on the remaining portions of the Premises.

47. RENT ABATEMENT FOR PARTIAL TAKING. If title and possession of only a portion of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity during the term of this Lease and Lessee does not or cannot under Section 44 or Section 45 terminate this Lease, then this Lease shall terminate as to the portion of the Premises taken under eminent domain as of 12:01 A.M. on whichever of the following first occurs: the date title is taken, or the date actual physical possession of the portion taken by eminent domain is taken, by the agency or entity exercising the eminent domain power. Furthermore, the rent payable under this Lease shall, as of that time, be reduced in the same proportion that the value of the portion of the Premises taken by eminent domain bears to the full value of the Premises at that time; provided, however, that Lessee shall, subject to the provisions of Section 44(b) and of this Lease, replace any Improvements or facilities with equivalent new facilities on the remaining portion of the Property and do all other acts at Lessee's own cost and expense required by the eminent domain taking to make the remaining portion of the Premises fit for the uses specified in this Lease.

48. VOLUNTARY CONVEYANCE IN LIEU OF EMINENT DOMAIN. A voluntary conveyance by Lessor of title to all or a portion of the Premises to a public or quasi-public agency or entity in lieu of and under threat by that agency or entity to take it by eminent domain proceedings shall be considered a taking of title to all or any portion of the Premises under the power of eminent domain subject to the provisions of Sections 44 through 47 of this Lease, provided Lessee has consented in writing thereto, which consent should not be unreasonably withheld. In the event the Lessee unreasonably withholds its consent, the Lessee will be responsible for additional expenses occasioned by the withholding.

49. FORCE MAJEURE. Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either Lessor or Lessee is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, documented market inability to secure materials, restrictive governmental laws or regulations, or any other cause (except

financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. Notice of any delay consisting of 30 consecutive days or more, shall be sent to Lessor within 60 days of the commencement of the delay. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this Lease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

50. BINDING ON HEIRS AND SUCCESSORS. This Lease shall be binding on and shall inure to the benefit of the successors hereto, but nothing in this section shall be construed as a consent by Lessor to any assignment of this Lease or any interest in the Lease by Lessee except as provided in Section 20 of this Lease.

51. NO THIRD PARTY BENEFICIARIES. Nothing contained in this Lease shall confer any rights upon anyone who has not executed this Lease except for (a) those who are in privity with and successors in interest to the parties hereto, and (b) the rights expressly granted herein pursuant to Section 20.

52. PARTIAL INVALIDITY. If any provision of this Lease is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

53. SOLE AND ONLY AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Property, the leasing of the Property to Lessee, and the lease terms set forth in this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Property, their leasing to Lessee by Lessor, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void. In the event there is any existing lease

Lease R.L. 2348

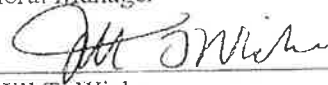
between Lessee and Lessor (or its predecessor-in-interest) covering Property, it is agreed and understood that this Lease shall cancel, supersede and terminate said prior lease as of the effective date of this Lease.

Date Executed: 9/3/06

Lessor's Mailing Address:
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: Asset Management
Telephone: (213) 217-7750

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By: 
Jill T. Wicke
Manager, Real Property Development and
Management Group

Lessor

Date Executed: 8/23/06

Lessee's Mailing Address:
P.O. Box 5286
Riverside, CA 92517-5286

WESTERN MUNICIPAL WATER DISTRICT

By: 
John V. Rossi
General Manger

Lessee

EXHIBIT A

140-6A-7A, 9, 25 (Portions)
Revenue Lease RL 2348
MWD to WMWD

All that portion of Section 11, in Township 4 South, Range 5 West, of the sectionalized survey of Rancho El Sobrante de San Jacinto, per map recorded in Book 7, Page 10 of Maps, Records of San Bernardino County, in the County of Riverside, State of California, described as follows:

Commencing at the north quarter corner of said Section 11, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence S 00° 51' 43" W 1112.28 feet along the west line of the northeast quarter of said Section 11 to the centerline of El Sobrante Road, 80 feet in width, as shown on said Record of Survey; thence along said centerline S 53° 48' 45" E 361.34 feet; thence leaving said centerline, S 34° 57' 42" W 40.01 feet to the southwesterly right of way line of said El Sobrante Road and the POINT OF BEGINNING; thence along said southwesterly right of way line N 53° 48' 45" W 477.32 to the beginning of a tangent curve of radius 2040.00 feet; thence along said tangent curve 249.80 feet; thence leaving said southwesterly right of way line on a bearing non-radial to said curve, S 36° 11' 15" W 382.21; thence S 17° 45' 37" W 655.98 to a point hereinafter referred to as Point A; thence continuing S 17° 45' 37" W 546.02 feet; thence S 72° 15' 23" E 240.00 feet; thence S 17° 44' 37" W 147.27 feet; thence S 72° 15' 23" E 99.58 feet; thence S 17° 45' 37" W 22.33 feet to the most northwesterly corner of Parcel C of that easement recorded April 10, 1964 as Instrument No. 44582, Official Records of Riverside County; thence S 72° 14' 23" E 20.00 feet to the most northeasterly corner of said Parcel C; thence N 17° 45' 37" E 22.34 feet; thence S 72° 15' 23" E 49.50 feet; thence S 17° 45' 37" W 22.35 feet to the most northwesterly corner of Parcel B of said easement recorded April 10, 1964; thence along the northeasterly line of said Parcel B, S 72° 14' 23" E 5.00 feet to the most



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie
Paul M. Ogilvie, P.L.S. 6439

Date: 3-23-2005

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EXHIBIT A

140-6A-7A,-9,-25
Revenue Lease RL 2348
MWD to WMWD

northwesterly corner of that easement recorded February 20, 1962 as Instrument No. 16108, Official Records; thence along the northeasterly line of said easement recorded February 20, 1962, S 72° 14' 23" E 20.00 feet to the most northwesterly corner of Parcel A of said easement recorded April 10, 1964; thence along the northeasterly line of said Parcel A, S 72° 14' 23" E 5.00 feet to the most northwesterly corner of that easement recorded July 16, 1965 as Instrument No. 82406, Official Records; thence along the northeasterly line of said easement recorded July 16, 1965, S 72° 14' 23" E 20.00 feet to the most northeasterly corner of said easement recorded July 16, 1965; thence N 17° 45' 37" E 22.36 feet; thence S 72° 15' 23" E 40.92 feet; thence N 17° 44' 37" E 144.40 feet to a point hereinafter referred to as Point B; thence S 72° 15' 23" E 255.52 feet; thence N 36° 11' 15" E 1270.89 feet to said southwesterly right of way line of El Sobrante Road, thence along said southwesterly right of way line N 53° 48' 45" W 377.41 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within that parcel of land described in that unrecorded lease from Metropolitan Water District of Southern California to Western Municipal Water District, executed January 23, 1987; as follows:

Commencing at the north quarter corner of said Section 11, as shown on Record of Survey filed in Book 95, Pages 37 through 57, inclusive, of Records of Survey, Records of said County of Riverside; thence S 00° 51' 43" W 1112.28 feet along the west line of the northeast quarter of said Section 11 to the centerline of El Sobrante Road, 80 feet in width, as shown on said Record of Survey; thence along said centerline S 53° 48' 45" E 361.34 feet to the **TRUE POINT OF BEGINNING** of this exception; thence leaving said centerline, S 34° 57' 42" W 288.87 feet; thence N 55° 02' 18" W 160.00; thence S 34° 57' 42" W 90.00; thence



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie
Paul M. Ogilvie, P.L.S. 6439

Date: 3-23-2005

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EXHIBIT A

140-6A-7A,-9,-25
Revenue Lease RL 2348
MWD to WMWD

N 55° 02' 18" W 255.00; thence S 34° 57' 42" W 320.00 feet; thence N 55° 02' 18" W 125.00 feet; thence S 34° 57' 42" W 319.03 feet to said Point A; thence S 17° 44' 37" W 546.02 feet; thence S 72° 15' 23" E 240.00 feet; thence S 17° 44' 37" W 147.27 feet; thence S 72° 15' 23" E 260.00 feet; thence N 17° 44' 37" E 144.40 feet to said Point B; thence continuing N 17° 44' 37" E 553.87 feet; thence S 84° 15' 38" E 153.34 feet; thence N 17° 44' 37" E 101.20 feet; thence N 34° 57' 42" E 692.76 feet to said centerline of El Sobrante Road; thence along said centerline N 53° 48' 45" W 40.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within that lease area described in that unrecorded lease from Metropolitan Water District of Southern California to Western Municipal Water District, executed January 23, 1987, described as follows:

Containing 17.823 acres, more or less.

All as shown on EXHIBIT "B" attached hereto and made a part hereof.

END OF DESCRIPTION



PREPARED UNDER MY SUPERVISION

Paul M. Ogilvie
Paul M. Ogilvie, P.L.S. 6439

Date: 3-23-2005

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EXHIBIT B

SECTION 11, T4S, R5W, RANCHO EL SOBRANTE DE SAN JACINTO,
M.B. 7/10 (SAN BERNARDINO CO.),
RIVERSIDE COUNTY, STATE OF CALIFORNIA

THIS EXHIBIT IS
TO BE ATTACHED
TO THE LEGAL
DESCRIPTION

Basis of Bearings:
West line of northeast quarter
of Section 11, T4S, R5W,
Rancho El Sobrante de
San Jacinto as S00°51'43"W
as shown on RS 95/37-57

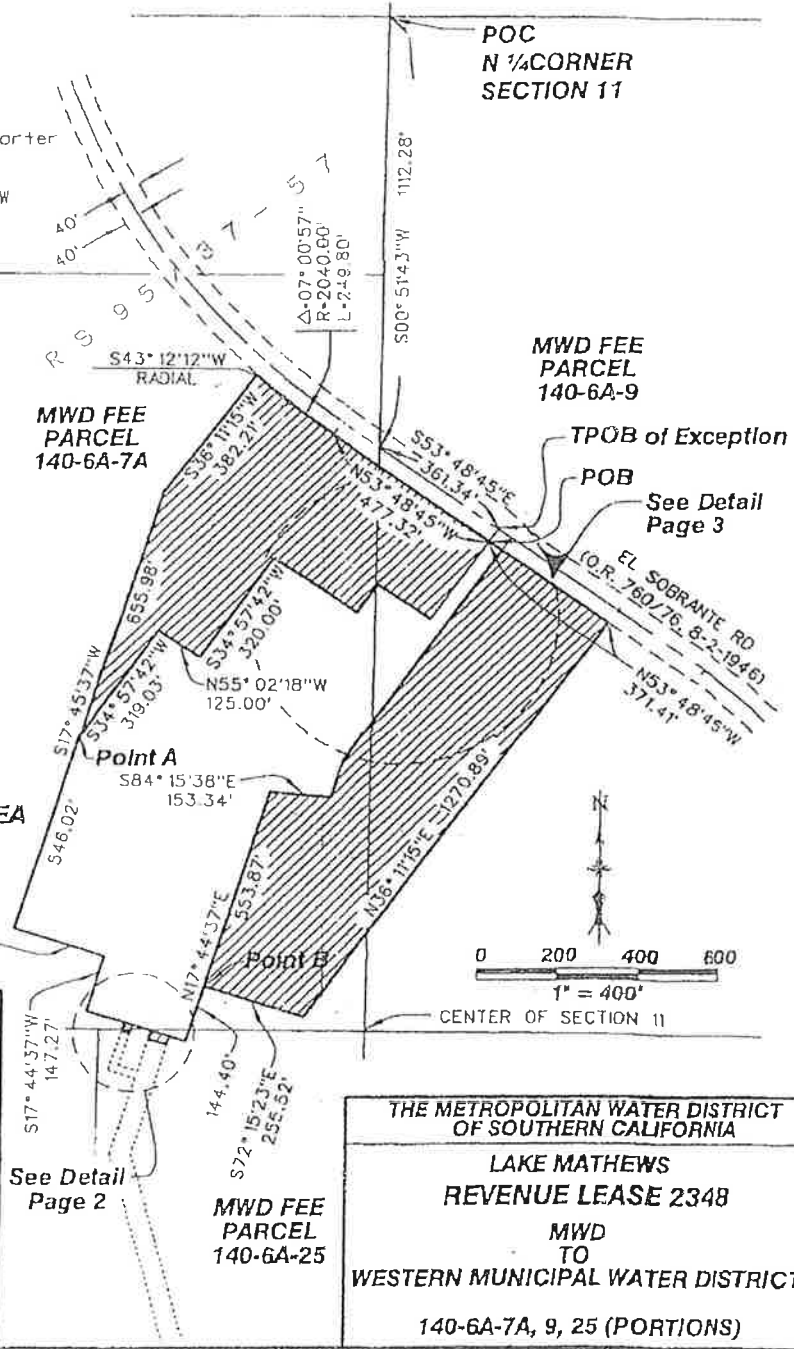
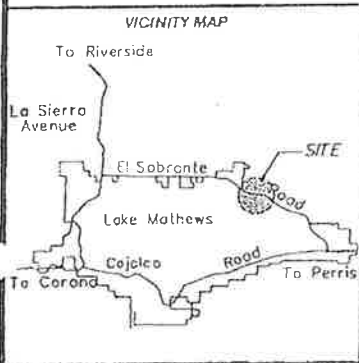


PREPARED UNDER
MY SUPERVISION

Paul M. Ogilvie
PAUL M. OGILVIE
PLS 6439

3-23-2005
DATE

= RL 2348
EXPANSION AREA
17.823 ACRES
TOTAL

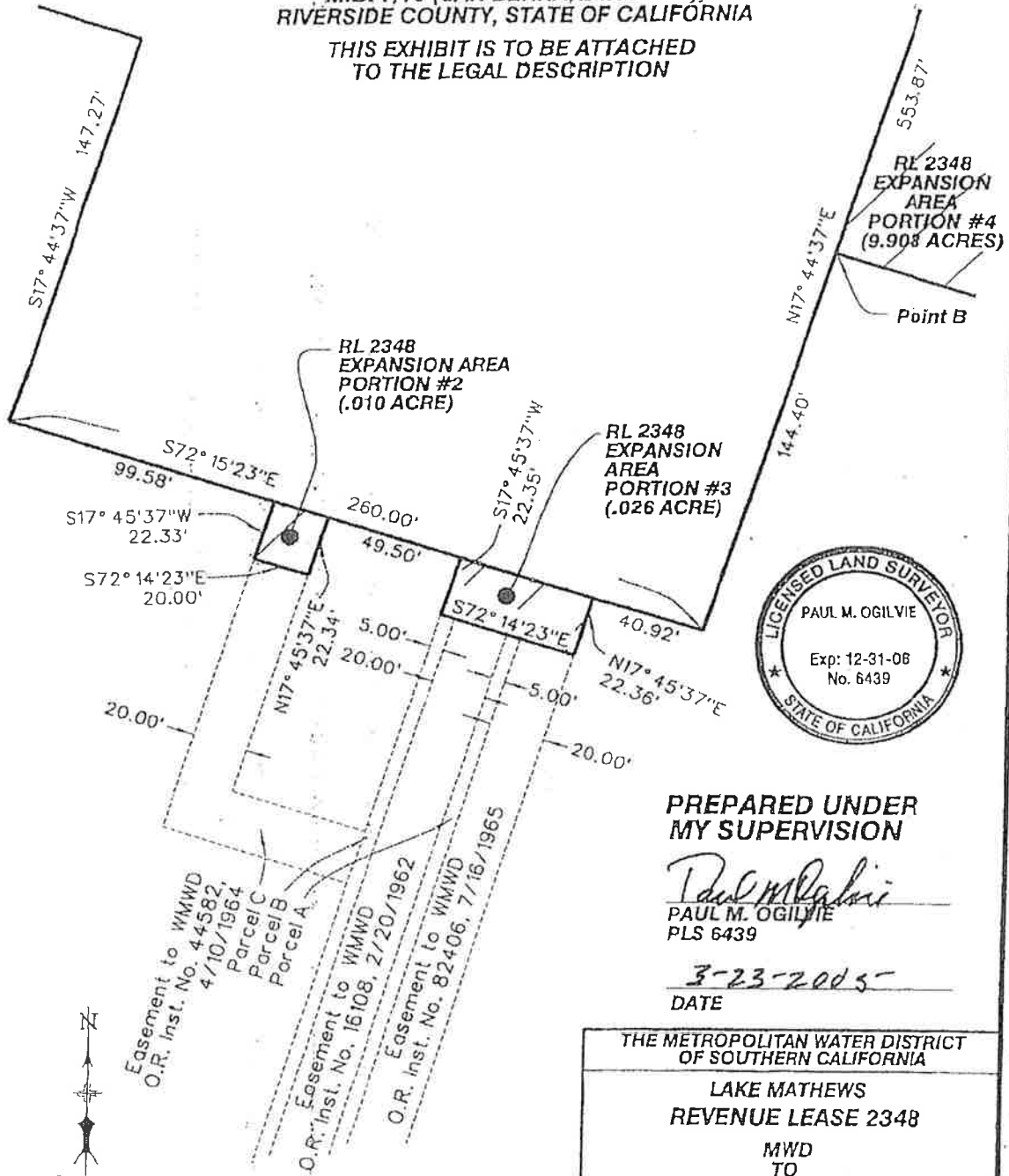


THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
LAKE MATHEWS
REVENUE LEASE 2348
MWD
TO
WESTERN MUNICIPAL WATER DISTRICT
140-6A-7A, 9, 25 (PORTIONS)

EXHIBIT B

SECTION 11, T4S, R5W, RANCHO EL SOBRANTE DE SAN JACINTO,
M.B. 7/10 (SAN BERNARDINO CO.),
RIVERSIDE COUNTY, STATE OF CALIFORNIA

THIS EXHIBIT IS TO BE ATTACHED
TO THE LEGAL DESCRIPTION



PREPARED UNDER
MY SUPERVISION

Paul M. Ogilvie
PAUL M. OGILVIE
PLS 6439

3-23-2005
DATE

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
LAKE MATHEWS
REVENUE LEASE 2348
MWD
TO
WESTERN MUNICIPAL WATER DISTRICT
140-6A-7A, 9, 25 (PORTIONS)

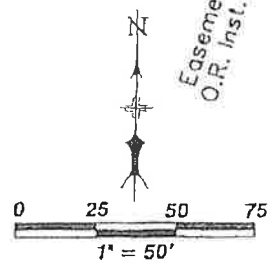


EXHIBIT B

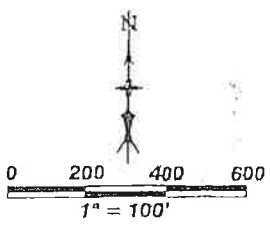
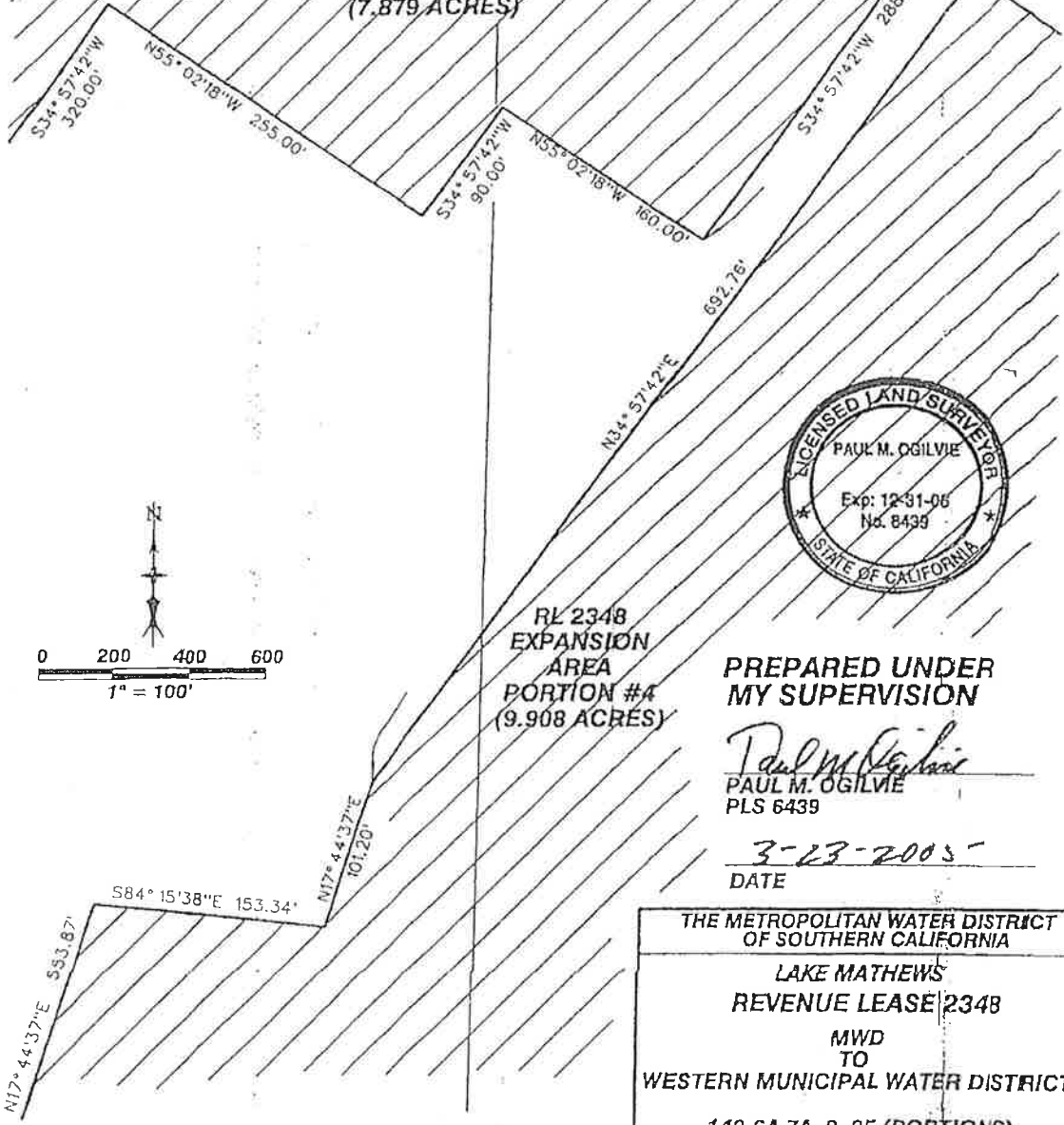
SECTION 11, T4S, R5W, RANCHO EL SOBRANTE DE SAN JACINTO,
M.B. 7/10 (SAN BERNARDINO CO.)
RIVERSIDE COUNTY, STATE OF CALIFORNIA

THIS EXHIBIT IS
TO BE ATTACHED
TO THE LEGAL
DESCRIPTION

TPOB OF
EXCEPTION

RL 2348 EXPANSION AREA
PORTION #1
(7.879 ACRES)

POB



RL 2348
EXPANSION
AREA
PORTION #4
(9.908 ACRES)

PREPARED UNDER
MY SUPERVISION

Paul M. Ogilvie
PAUL M. OGILVIE
PLS 6439

3-23-2005
DATE

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
LAKE MATHEWS REVENUE LEASE 2348
MWD TO WESTERN MUNICIPAL WATER DISTRICT
140-6A-7A, 9, 25 (PORTIONS)

Association of California Water Agencies / Joint Powers Insurance Authority
5620 Birdcage Street, Suite 200, Citrus Heights, CA 95610

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER

Western Municipal Water District
P.O. Box 5286
Riverside, CA 92517-5286

COVERAGE INFORMATION <small>This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.</small>				
Type of Coverage	Certificate #	Effective Date	Expiration Date	Limits
General Liability Commercial General Liability Contractual Liability Products/Completed Operations Occurrence				
Auto Liability Owned Autos Hired Autos Non-Owned Autos				
Auto Physical Damage Scheduled Autos Hired Autos				
Property Special Form Mobile Equipment Boiler and Machinery Crime				
Workers' Compensation <input checked="" type="checkbox"/> Coverage A - Workers' Comp. <input checked="" type="checkbox"/> Coverage B - Employer's Liability	MOWC&EL-070196	7/1/2006	7/1/2007	Per Accident Statutory Limits Per Accident \$2,000,000
DESCRIPTION Lease R.L. 2348, Lake Mathews MWD Parcel Nos. 140-6A-7A, 9, 25 (Portions), APN 285-120-019 (Portion).				

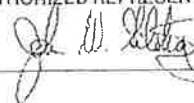
CERTIFICATE HOLDER

Metropolitan Water District of Southern California
Attn: Asset Management
P.O. Box 54153
Los Angeles, CA 90054-0153

CANCELLATION

Should any of the coverage documents herein be cancelled before the expiration date thereof, ACWA/JPIA will endeavor to provide 30 days written notice to the certificate holder named herein.

AUTHORIZED REPRESENTATIVE DATE



8/23/2006

ADDENDUM
to the
**Memorandum of Workers' Compensation &
Employer's Liability Coverage**

for the

ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY

MEMBER: Western Municipal Water District

COVERAGE PERIOD: 7/1/2006 - 7/1/2007

ADDENDUM DATE: 8/23/2006


ADDENDUM NUMBER: 3

Anything in this Memorandum of Workers' Compensation & Employer's Liability Coverage to the contrary notwithstanding. It is understood and agreed that the Association of California Water Agencies Joint Powers Insurance Authority and its carriers waive any right of subrogation against:

The Metropolitan Water District of Southern California

which might arise by reason of payment under this Memorandum of Coverage in connection with Lease R.L. 2348, Lake Mathews MWD Parcel Nos. 140-6A-7A, 9, 25 (Portions), APN 285-120-019 (Portion).

Signed By:



(Authorized Representative)

Date: 8/23/2006

Association of California Water Agencies / Joint Powers Insurance Authority
 5620 Birdcage Street, Suite 200, Citrus Heights, CA 95610

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER

Western Municipal Water District
 P.O. Box 5286
 Riverside, CA 92517-5286

COVERAGE INFORMATION					
This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.					
Type of Coverage	Certificate #	Effective Date	Expiration Date	Limits	
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Occurrence	MOLC-100105	10/1/2005	10/1/2006	Aggregate	\$3,000,000
				Per Occurrence	\$3,000,000
Auto Liability <input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	MOLC-100105	10/1/2005	10/1/2006	Per Occurrence	\$3,000,000
Auto Physical Damage Scheduled Autos Hired Autos					
Property Special Form Mobile Equipment Boiler and Machinery Crime					
Workers' Compensation Coverage A - Workers' Comp. Coverage B - Employer's Liability					
DESCRIPTION					
The Certificate Holder has been added as an Additional Covered Party to the Liability Program, but solely with respect to those causes of action arising directly out of the Lease R.L. 2348, Lake Mathews MWD Parcel Nos. 140-6A-7A, 9, 25 (Portions), APN 285-120-019 (Portion).					

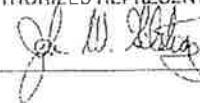
CERTIFICATE HOLDER

Metropolitan Water District of Southern California
 Attn: Asset Management
 P.O. Box 54153
 Los Angeles, CA 90054-0153

CANCELLATION

Should any of the coverage documents herein be cancelled before the expiration date hereof, ACNAJF A will endeavor to provide 30 days written notice to the certificate holder named herein.

AUTHORIZED REPRESENTATIVE **DATE**



8/23/2006

ADDENDUM
to the
Memorandum of Liability Coverage

for the

ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY

MEMBER: Western Municipal Water District

COVERAGE PERIOD: 10/1/2005 - 10/1/2006

ADDENDUM DATE: 8/23/2006

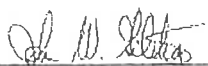
ADDENDUM NUMBER: 5

Change in WHO IS COVERED

The following entity has been added as an Additional Covered Party:

Metropolitan Water District of Southern California, but solely with respect to those causes of action arising directly out of the Lease R.L. 2348, Lake Mathews MWD Parcel Nos. 140-6A-7A, 9, 25 (Portions), APN 285-120-019 (Portion), and subject to a \$3,000,000 per occurrence and annual aggregate limit of liability.

Signed By:



(Authorized Representative)

Date: 8/23/2006

EXHIBIT "B"
Legal Description

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... of the Range ...
... of the Range ...
... of the Range ...
... of the Range ...

COMMENCING at the north corner of Section 11, Township 22N, Range 12E, of the Record of Survey on file in Book 95 of Records of Survey of Pages 37 through 87 inclusive, hereon Records of Riverside County, California.

Thence South 00°51'43" West along the west line of the northeast quarter of said Section 11, a distance of 1611.31 feet to a point on the southwesterly right of way line of El Sobrante Road (80.00 feet in full width), as shown on said Record of Survey;

Thence South 53°48'45" East along said right of way line, a distance of 399.66 feet;

Thence South 36°11'15" West, at a right angle, a distance of 27.00 feet to the TRUE POINT OF BEGINNING, said point being on a line parallel with and distant southwesterly 67.00 feet, measured at a right angle, from the centerline of said El Sobrante Road;

Thence South 53°48'45" East along said parallel line, a distance of 305.26 feet;

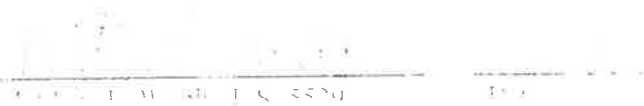
Thence South 36°11'15" West, at a right angle, a distance of 260.00 feet;

Thence North 53°48'45" West, at a right angle, a distance of 305.26 feet;

Thence North 36°11'15" East, at a right angle, a distance of 260.00 feet to the TRUE POINT OF BEGINNING.

Containing 1.82 acres, more or less.

SEE PLAN ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



Prepared by
Checked by: *[Signature]*

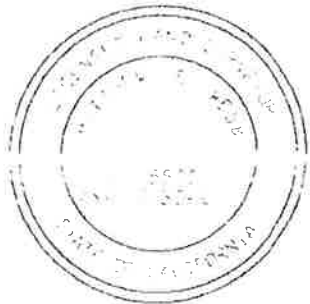
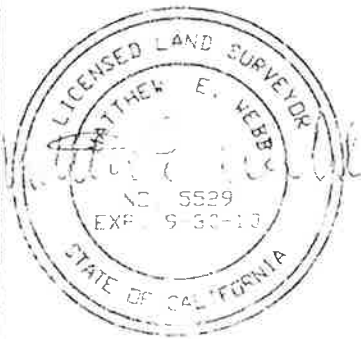


EXHIBIT BY



P.O.C.



553'46.45 E
598.65
555'11.15 W

T.P.O.B.

1.82 AC.

C/L EL SOBRANTE ROAD

Matthew E. Webb
WEBB

WESTERN MUNICIPAL WATER DISTRICT

THIS PLAN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

SCALE: AS SHOWN | DRAWN BY: *WEC* | DATE: 10-16-05 | CHECKED BY: *WEC* | DATE: 10-2-05 | SUBJECT: LEASE SITE

EXHIBIT "C"

Principles of Reimbursement Agreement and Percentage Allocations

Joint use Items for Identified Property	Percent Allocation		Estimated Amounts ¹	
	WMWD	County	WMWD	County
1. Legal & Plat for Fire Station	100%	0%	\$1,600	\$0
2a. CEQA Documents ²	50%	50%	\$19,825.54	\$19,825.54
2b. CEQA Documents - WMWD Special Report ²	100%	0%	\$14,650.00	\$0
2c. CEQA Documents - Addendum (as required by MWD)	100%	0%	\$19,900.00	\$0
2d. CEQA Mitigation Measures ³	100%	100%	TBD	TBD
3. Plan Check	100%	0%	\$100,000	\$0
4. Offsite improvements	51%	49%	\$234,400	\$224,200
5. Right-of-Way to Ultimate	51%	49%	TBD	TBD
6. Traffic Signal	0%	100%	\$0	\$185,000
7. Driveway	50%	50%	\$56,900	\$56,900
8. Site Grading	77%	23%	\$514,300	\$150,100
9. Rock	100%	100%	TBD	TBD
10. Sewer System	73%	27%	\$365,200	\$134,800
11. Sewer Connection and Service	0%	100%	\$0	\$50,000
12. Water System (Fire Station)	0%	100%	\$0	\$50,000
13. Water Service (Fire Station)	0%	100%	\$0	TBD
14. Natural Gas Connection	70%	30%	TBD	TBD
15. Electrical Connection	100%	100%	TBD	TBD
Anticipated Soft Costs and Contingencies ⁴			\$276,700	\$184,600
Total			\$1,603,500	\$1,055,400

Note: 1. Amounts shown above are estimates only unless otherwise indicated. Actual amounts may vary. Project costs will be billed based on final construction expenses and fees.

2. Amounts shown for Items 2a, 2b, and 2c - CEQA Documents are actual costs

3. Percent allocation and estimated amounts for Item 2d will be based on area covered by required measures.

4. Related soft costs will be billed in conjunction with the actual dollar amounts for each line item

Descriptions

1. Legal & Plat for Fire Station. Western will be solely responsible for the cost and preparation of Legal and Plat documentation of the fire station to be used as Exhibit B of this sublease. Legal and Plat will include a written description and graphical layout of overall site.

2. CEQA Documents. The County (Sublessee) shall coordinate, prepare, and acquire the necessary CEQA Documentation for the joint projects and both parties to this Sublease agree to share the costs of the joint environmental studies based on a 50/50 split. Any specialized studies related to specific aspects of either Western's Operations site or the County's fire station will be paid for by the responsible party.

3. Plan Check. Plan check for Western's Operations center and Maintenance building will be conducted by County Facilities. Western agrees to pay 100% of all applicable fees to the County for appropriate plan check expenses.

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4. **Offsite Improvements.** Offsite Improvements shall be understood to include but not be limited to: street paving, sawcut pavement, remove existing paving, stripping, signage, sidewalks, curb and gutter, street lights, power poles, and landscaping. Expenses for Offsite Improvements will be shared based on frontage square feet.

5. **Right of Way to Ultimate.** The County's ultimate projected use for El Sobrante Rd. is a six lane arterial highway. Accordingly, The County and Western have agreed to a proposed right-of-way that includes designated turn lanes in each direction, plus one through lane in each direction. Costs for the right-of-way expansion will be shared based on frontage square feet.

6. **Traffic Signal.** Traffic Signal shall include but not be limited to...Costs for the traffic signal will be paid upfront by Western, *However*, are fully reimbursable by the County.

7. **Driveway.** A three lane driveway entering the site will be constructed. One incoming lane, one outgoing lane and a designated fire lane. County and Western will split the costs associated with the Driveway construction 50/50.

8. **Site Grading.** Site grading shall be understood to include but not be limited to: site clearance, SWPP implementation, mobilization, clear and grub, disposal, grading prewater, construction water, over excavation, excavation, place fill, rough grade, fine grade, backfill, drainage facilities, storm water detention basin, and soils. Western agrees to have all site grading completed. Western also agrees to pay all upfront costs for site grading. These costs will be allocated between Western and the County based on acreage. The County's portion will be fully reimbursable to Western.

9. **Rock.** Each party shall be responsible for the removal or appropriate demolition of any impeding rock located on the respective sites. Any expenses related to the removal or demolition of such rock will be separate from the above mentioned site grading.

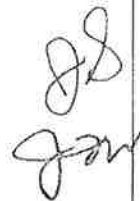
10. **Sewer System.** The County will be responsible for a portion of the costs related to the sewer system based on an allocation of full-time equivalent employees (FTEs).

11. **Sewer Connection and Service.** The County will be responsible for standard sewer lateral costs and monthly sewage rates.

12. **Water System.** The County will be responsible for any necessary plumbing to connect to the District's water system.

13. **Water Connection and Service.** The County will be responsible for standard connection fees and regular water service rates in accordance with the District's prevailing rate ordinance.

14. **Natural Gas Connection.** The Gas Company will install a 4" service line and 3 meters at the driveway to El Sobrante Rd. The first meter will be for the County's fire station, the second meter will be for the Operations Center buildings, and the third meter will be for the future Operations Center CNG fueling station. Based on the distribution of meters, the County will be responsible for 1/3rd of the project charges from the Gas Company. The County will also be responsible for any costs associated with the connection line from the meter to the fire station.



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15. Electrical Connection. The County and the District will share the project costs equally to have the appropriate electrical meters and conduit installed. Each party will then be responsible for their own meter and energy rates.

Terms of Payment

Both parties agree to pay above referenced Project Costs in a timely manner consistent with their respective accounting practices.

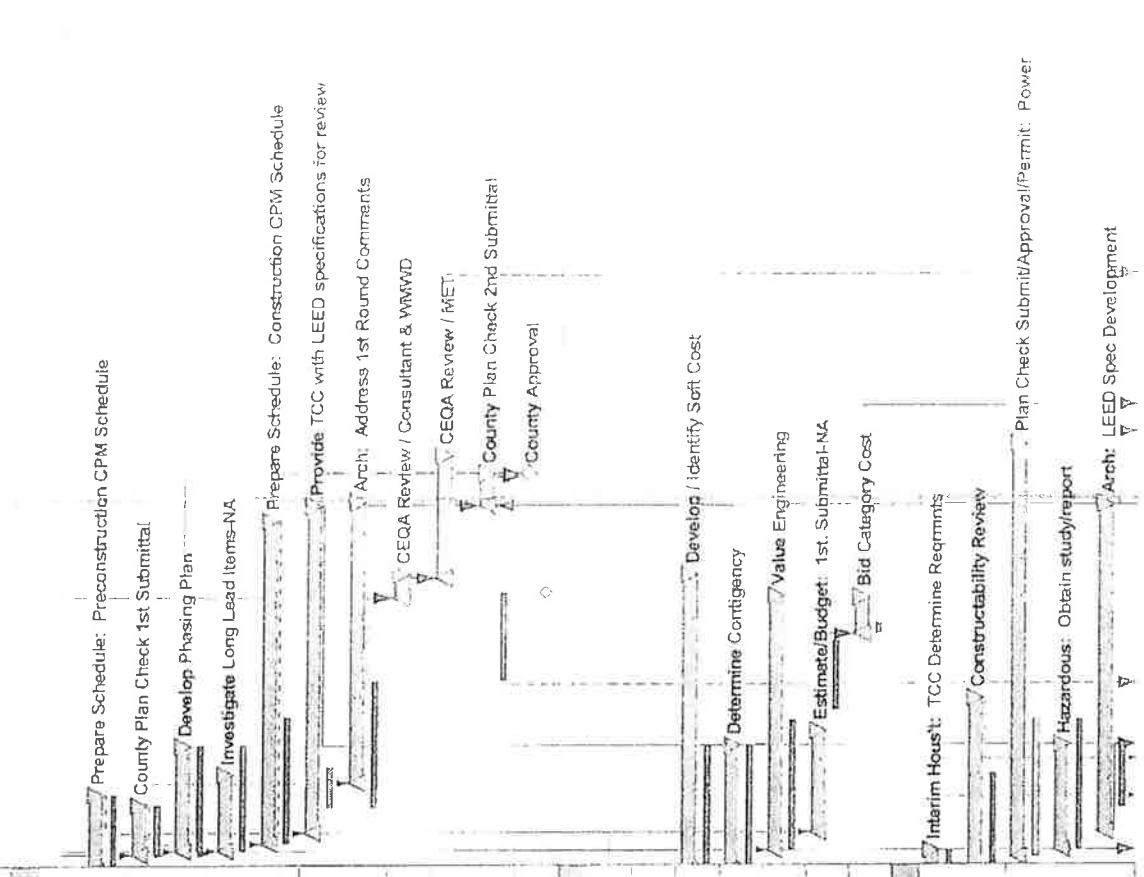


EXHIBIT "D"
Project Schedules

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ID	Task Name	Duration	Start	Finish	1st Half 1st Quo	3rd Quo	1st Half 1st Quo	3rd Quo	1st Half 1st Quo
					a	a	a	a	a
1	Project Approval	80 days?	Tue 10/16/07	Mon 2/4/08					
2	Initial Project Request by FM	0 days	Tue 10/16/07	Tue 10/16/07			10/16		
3	Proposal for Survey Services	5 days	Tue 10/23/07	Mon 10/29/07					
4	Proposal from RRC for Site Master Plan	5 days	Tue 10/23/07	Mon 10/29/07					
5	Proposal from CHJ for Geotechnical Investigation	5 days	Wed 10/24/07	Tue 10/23/07					
6	Requestion for PO and approval of Survey Proposal	1 day?	Tue 10/30/07	Tue 10/30/07					
7	Requestion for PO and approval of RRC Proposal	1 day?	Tue 10/30/07	Tue 10/30/07					
8	Requestion for PO and approval of CHJ Proposal	1 day?	Wed 10/24/07	Wed 10/24/07					
9	Pre-Planning Meeting: Notice to Proceed	0 days	Tue 10/30/07	Tue 10/30/07			10/30		
10	Site Master Plan Development	10 days	Wed 10/31/07	Tue 11/13/07					
11	Site Master Plan Submitted Review	10 days	Wed 11/14/07	Tue 11/27/07					
12	Final Site Master Plan Submitted	1 day?	Wed 11/28/07	Wed 11/28/07					
13	Geotechnical Investigation	20 days	Thu 11/29/07	Wed 12/26/07					
14	Lease Agreement	1 day?	Tue 10/16/07	Tue 10/16/07					
15	Estimate	80 days?	Tue 10/16/07	Mon 2/4/08					
16	Architect Selection	65 days?	Thu 10/18/07	Thu 1/3/08					
17	RFO	10 days	Thu 10/18/07	Wed 10/31/07					
18	SOD Due Date	0 days	Fri 11/2/07	Fri 11/2/07			11/2		
19	Evaluation of SOD's to Determine Short List	10 days	Fri 11/2/07	Thu 11/22/07					
20	Short List Interviews	2 days	Fri 11/16/07	Mon 11/19/07					
21	Architect Selected by Panel	1 day?	Tue 11/20/07	Tue 11/20/07					
22	Owner/Architect Agreement Negotiated	10 days	Wed 11/21/07	Tue 12/4/07					
23	Board Approval (2nd Form 11- Architect Services Agreement)	21 days?	Wed 12/6/07	Wed 1/2/08					
24	Notice to Proceed Project Meeting	0 days	Thu 1/3/08	Thu 1/3/08			1/3		
25	Programming	33 days?	Thu 1/3/08	Mon 2/18/08					
26	Existing Survey Review	10 days	Thu 1/3/08	Wed 1/15/08					
27	Site Visit	2 days?	Thu 1/17/08	Fri 1/18/08					
28	Meet w/ Consultants	0 days	Fri 1/18/08	Fri 1/18/08			1/18		
29	Programming	11 days?	Mon 1/21/08	Mon 2/4/08					
30	File Station	10 days	Mon 1/21/08	Fri 2/1/08					
31	Community Center	1 day	Mon 2/4/08	Mon 2/4/08					
32	Submit Program Study	0 days	Mon 2/4/08	Mon 2/4/08			2/4		
33	County Approvals	10 days	Tue 2/5/08	Mon 2/18/08					
34	Schematic Design	41 days?	Mon 2/18/08	Tue 4/16/08					
35	Pre-Planning Meeting	0 days	Mon 2/18/08	Mon 2/18/08			2/18		
36	Schematic Design A	10 days	Tue 2/19/08	Mon 3/3/08					
37	Meet w/ Consultants	0 days	Mon 3/3/08	Mon 3/3/08			3/3		
38	Meet w/ County	0 days	Mon 3/3/08	Mon 3/3/08			3/3		
39	Schematic Design B	10 days	Tue 3/4/08	Mon 3/17/08					
40	Submit Schematic Design	0 days	Mon 3/17/08	Mon 3/17/08			3/17		
41	County Approvals (3rd Form 11- Schematic Design)	21 days	Tue 3/18/08	Tue 4/15/08					
42	Design Development	41 days	Wed 4/16/08	Wed 6/11/08					
43	Design Development A	10 days	Wed 4/16/08	Tue 4/29/08					
44	Meet w/ Consultants	0 days	Tue 4/29/08	Tue 4/29/08			4/29		
45	Meet w/ County	0 days	Tue 4/29/08	Tue 4/29/08			4/29		
46	Design Development B	10 days	Wed 4/30/08	Tue 5/13/08					
47	Submit Design Development	0 days	Tue 5/13/08	Tue 5/13/08			5/13		
48	County Approvals	21 days	Wed 5/14/08	Wed 6/11/08					
49	Construction Documents	120 days	Wed 6/11/08	Wed 11/26/08					
50	Pre-Planning Meeting	0 days	Wed 6/11/08	Wed 6/11/08			6/11		
51	50% Construction Documents	15 days	Thu 6/12/08	Wed 7/2/08					
52	95% Construction Documents	15 days	Thu 7/3/08	Wed 7/23/08					
53	Meet w/ Consultants	0 days	Wed 7/23/08	Wed 7/23/08			7/23		
54	Meet w/ County	0 days	Wed 7/23/08	Wed 7/23/08			7/23		
55	Agency Approvals	80 days	Thu 7/24/08	Wed 10/16/08					
56	100% Construction Documents	0 days	Wed 10/16/08	Wed 10/16/08			10/16		
57	County Approvals (4th Form 11- Plans and Specs)	30 days	Thu 10/16/08	Wed 11/26/08					
58	Bid	61 days?	Thu 11/27/08	Thu 2/19/09					
59	Bid Prep	6 days	Thu 11/27/08	Wed 12/3/08					
60	Bid Advertisement	10 days	Thu 12/4/08	Wed 12/17/08					
61	Mandatory Job Walk	0 days	Wed 12/17/08	Wed 12/17/08			12/17		
62	Bid Pinned	15 days	Thu 12/18/08	Wed 1/7/09					
63	Bid Date	0 days	Wed 1/7/09	Wed 1/7/09			1/7		
64	Bid Award	1 day	Thu 1/8/09	Thu 1/8/09					
65	County Approvals (5th Form 11- Total Construction Budget)	30 days	Fri 1/9/09	Thu 2/19/09					
66	Construction	376 days?	Thu 2/19/09	Thu 7/29/10					
67	Notice to Proceed	0 days	Thu 2/19/09	Thu 2/19/09			2/19		
68	Contractor Mobilization	10 days	Fri 2/20/09	Thu 3/5/09					
69	Applicable Category Contractor (insert Contractor Schedule Here)	386 days	Fri 3/6/09	Thu 7/29/10					
70	Inspections	280 days?	Fri 2/20/09	Thu 3/18/10					
71	Asbestos I	1 day?	Fri 2/20/09	Fri 2/20/09					
72	Shed Inspections	1 day?	Fri 2/20/09	Fri 2/20/09					
73	HVAC	1 day?	Fri 2/20/09	Fri 2/20/09					
74	Framing	1 day?	Fri 2/20/09	Fri 2/20/09					
75	Electrical	1 day?	Thu 3/18/10	Thu 3/18/10					
76	Certificate of Occupancy	0 days	Wed 6/9/10	Wed 6/9/10			6/9		
77	Move-in	10 days	Thu 6/10/10	Wed 6/23/10					
78	Certificate of Substantial Completion	0 days	Thu 6/24/10	Thu 6/24/10			6/24		
79	Punch List	15 days	Fri 7/9/10	Thu 7/29/10					
80	Close-Out	105 days	Thu 6/10/10	Wed 11/3/10					
81	Agency Close-Out	75 days	Thu 6/10/10	Wed 9/22/10					
82	County Close-Out	60 days	Thu 7/1/10	Wed 9/22/10					
83	County Approvals (6th Form 11- Notice of Completion, Release Retainage)	30 days	Thu 8/23/10	Wed 9/13/10					

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 NOV 10 17 24 1 8 15 22 29 5 12 19 26 2 9 16 23 30 6 13 20 27 4 11 18 25 1 8 15 22



Activity ID	Activity Description	Orig Dur	Rem Dur	Early Start	Early Finish	Actual Start	Actual Finish
PL00	Start of Planning Process	0	0	20OCT08A		20OCT08	
PL05	Prepare Schedule: Preconstruction CPM Schedule	10	0	30OCT08A	20NOV08A	30OCT08	20NOV08
PL25	County Plan Check 1st Submittal	25	0	04NOV08A	17NOV08A	04NOV08	17NOV08
PL15	Develop Phasing Plan	15	0	05NOV08A	04DEC08A	05NOV08	04DEC08
PL20	Investigate Long Lead Items-NA	15	0	05NOV08A	26NOV08A	05NOV08	26NOV08
PL10	Prepare Schedule: Construction CPM Schedule	21	0	07NOV08A	05FEB09A	07NOV08	05FEB09
PL27	Provide TCC with LEED specifications for review	10	0	10NOV08A	09FEB09A	10NOV08	09FEB09
PL25.1	Arch: Address 1st Round Comments	26	0	24NOV08A	10FEB09A	24NOV08	10FEB09
PL40	CEQA Review / Consultant & WMMWD	6	0	15JAN09A	21JAN09A	15JAN09	21JAN09
PL45	CEQA Review / MET	22	0	21JAN09A	23FEB09A	21JAN09	21JAN09
PL30	County Plan Check 2nd Submittal	15	0	10FEB08A	18FEB09A	10FEB09	18FEB09
PL35	County Approval	0	0		18FEB09		
BU00	Start of Budget Process	0	0	20OCT08A		20OCT08	
BU45	Develop General Condition Budget	5	0	23OCT08A	23OCT08A	23OCT08	23OCT08
BU50	Develop / Identify Soft Cost	15	0	30OCT08A	21JAN09A	30OCT08	21JAN09
BU60	Determine Contingency	15	0	30OCT08A	04DEC08A	30OCT08	04DEC08
BU30	Value Engineering	20	0	05NOV08A	15JAN09A	05NOV08	15JAN09
BU20	Estimate/Budget: 1st Submittal-NA	15	0	10NOV08A	08DEC08A	10NOV08	08DEC08
BU40	Bid Category Cost	3	0	05JAN09A	14JAN09A	05JAN09	14JAN09
CO95	Interim Hourly TCC Determine Reqrmts	33	0	02OCT08A	04NOV08A	02OCT08	04NOV08
CO05	Constructability Review	30	0	06OCT08A	17DEC08A	06OCT08	17DEC08
CO50	Plan Check	35	11	03NOV08A	26FEB09	03NOV08	03NOV08
CO15	Submittal/Approval/Permit: Power Hazardous: Obtain study/report	20	0	05NOV08A	04DEC08A	05NOV08	04DEC08
CO44	Arch: LEED Spec Development	13	0	10NOV08A	09FEB09A	10NOV08	09FEB09

Sheet 1 of 4

Start Date: 13MAY08
 Finish Date: 07MAY09
 Data Date: 12FEB09
 Run Date: 12FEB09 08:52

RC04

Tilden-Coil Constructors, Inc.
 Recovery Sch. WMMWD
 Classic Schedule Layout

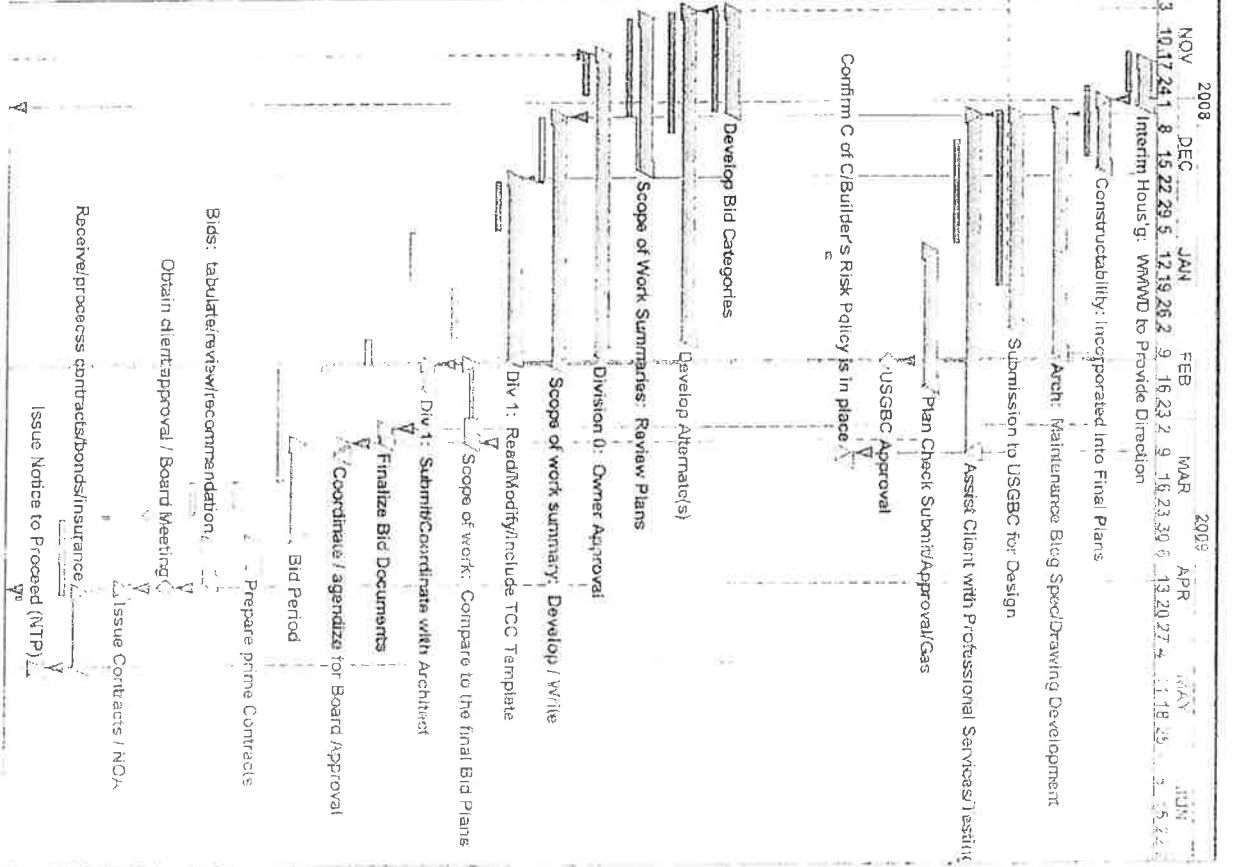
Checklist: Approver

Date: 15JAN09
 Revision: Recovery Schedule

Arch: LEED Spec Development

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Activity ID	Activity Description	Unit	Rate	Start	Early	Finish	Actual Start	Actual Finish
CO96	Interim Hourly: WWWD to Provide Direction	10	0	20NOV08A	02DEC08A	20NOV08	02DEC08	
CO10	Constructability: Incorporated into Final Plans	14	0	07DEC09A	19DEC08A	10JAN08	19DEC08	
CO44.1	Arch: Maintenance Bidg Speed/Drawing Development	35	0	05DEC08A	09FEB09A	05DEC08	09FEB09	
CO45	Submission to USGBC for Design	35	0	05DEC08A	02FEB09A	05DEC08	02FEB09	
CO70	Assist Client with Professional Services/Testing	21	18	05DEC08A	09MAR09	05DEC08		
CO51	Plan Check Submit/Approval/Gas	14	5	12JAN09A	18FEB09	12JAN09		
CO46	USGBC Approval	0	2		11FEB09			
CO75	Confirm C of C/Builder's Risk Policy is in place	2	2	10MAR09	11MAR09			
PHASE 055: BUILDINGS								
BP00	Start of Bid Process Buildings	0	0	20OCT08A		20OCT08		
BP05	Develop Bid Categories	14	0	05NOV08A	03DEC08A	05NOV08	03DEC08	
BP90	Develop Alternates(s)	18	0	05NOV08A	05FEB09A	05NOV08	05FEB09	
BP10	Scope of Work Summaries: Review Plans	15	0	07NOV08A	19DEC08A	07NOV08	19DEC08	
BP25.1	Division 0: Owner Approval	10	0	17NOV08A	09FEB09A	17NOV08	09FEB09	
BP15	Scope of work summary: Develop / write	12	1	05DEC08A	12FEB09	05DEC08		
BP26	Div 1: Read/Modify/Include TOC Template	10	0	22DEC08A	10FEB09A	22DEC08	10FEB09	
BP20	Scope of work: Compare to the final Bid Plans	7	5	12FEB09A	05MAR09	12FEB09		
BP26.1	Div 1: Submit/Coordinate with Architect	5	4	12FEB09A	18FEB09	12FEB09		
BP49	Finalize Bid Documents	4	4	02MAR09	05MAR09			
BP109	Coordinate / agendaize for Board Approval	2	2	06MAR09	09MAR09			
BP51	Approval Bid Period	20	20	06MAR09	02APR09			
>125 Prepare prime Contracts								
BP95	Bids: tabulate/review/recommendation	7	7	03APR09	13APR09			
BP105	Obtain client approval / Board Meeting	0	0	15APR09				
BP110	Issue Contracts / NOA	1	1	15APR09	15APR09			
BP115	Receive/process contracts/bonds/insurance	15	15	16APR09	06MAY09			
BP130	Issue Notice to Proceed (NTP)	1	1	10MAY09	07MAY09			



Start Date: 13MAY05
 Finish Date: 07JUN05
 Data Date: 12FEB09
 Run Date: 12FFR09 08:04

RC04: Tilden-Coil Constructors, Inc.
 Recovery Sch. WWWD
 Classic Schedule Layout

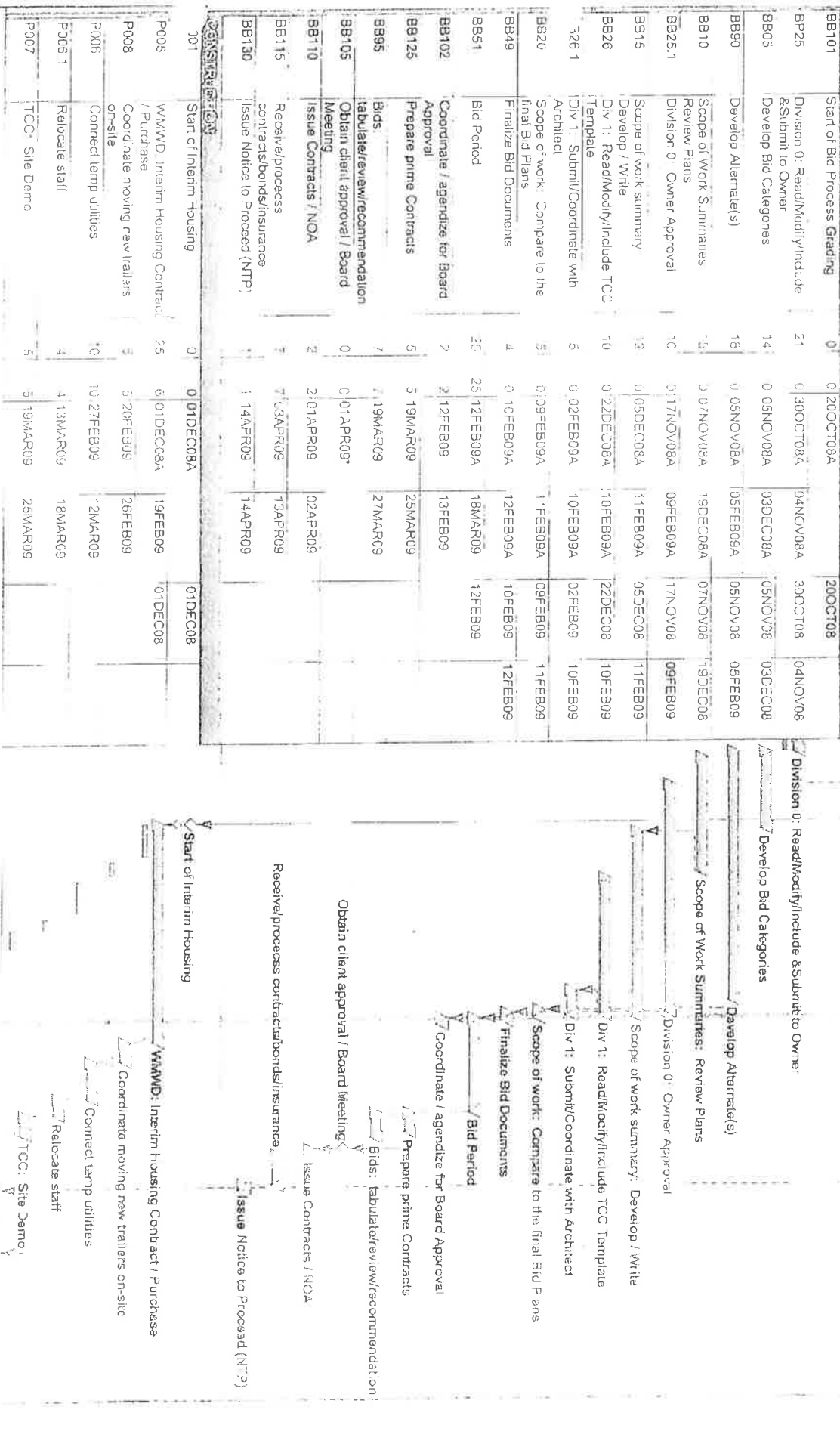
Sheet 2 of 4

Date: 15JAN09
 Revision: Recovery Schedule

Checked: Approved:

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Activity ID	Activity Description	Cris. Dur.	Early Start	Early Finish	Actual Start	Actual Finish
BB101	Start of Bid Process Grading	0	0120OCT08A	20OCT08		
BP25	Division 0: Read/Modify/Include & Submit to Owner	21	030OCT08A	04NOV08	30OCT08	04NOV08
BB05	Develop Bid Categories	14	005NOV08A	03DEC08	05NOV08	03DEC08
BB90	Develop Alternate(s)	18	005NOV08A	05FEB09	05NOV08	05FEB09
BB10	Scope of Work Summaries Review Plans	15	007NOV08A	19DEC08	07NOV08	19DEC08
BB23.1	Division 0: Owner Approval	10	0117NOV08A	09FEB09	17NOV08	09FEB09
BB15	Scope of work summary: Develop / Write	12	0105DEC08A	11FEB09	05DEC08	11FEB09
BB26	Div 1: Read/Modify/Include TCC Template	10	022DEC08A	10FEB09	22DEC08	10FEB09
326.1	Div 1: Submit/Coordinate with Architect	5	002FEB09A	10FEB09	02FEB09	10FEB09
BB20	Scope of work: Compare to the final Bid Plans	5	0109FEB09A	11FEB09	09FEB09	11FEB09
BB49	Finalize Bid Documents	4	010FEB09A	12FEB09	10FEB09	12FEB09
BB51	Bid Period	20	2512FEB09A	18MAR09	12FEB09	
BB102	Coordinate / agendaize for Board Approval	2	212FEB09	13FEB09		
BB125	Prepare prime Contracts	5	519MAR09	25MAR09		
BB95	Bids: tabulate/review/recommendation	7	719MAR09	27MAR09		
BB105	Obtain client approval / Board Meeting	0	0101APR09*	02APR09		
BB110	Issue Contracts / NOA	2	2101APR09	02APR09		
BB115	Receive/process contracts/bonds/insurance	7	713APR09	13APR09		
BB130	Issue Notice to Proceed (NTP)	1	114APR09	14APR09		



Activity ID	Activity Description	Cris. Dur.	Early Start	Early Finish	Actual Start	Actual Finish
P005	WMMWD: Interim Housing Contract / Purchase	25	0101DEC08A	19FEB09	01DEC08	
P008	Coordinate moving new trailers on-site	3	520FEB09	26FEB09		
P006	Connect temp utilities	10	1027FEB09	12MAR09		
P006.1	Relocate staff	4	413MAR09	18MAR09		
P007	TCC: Site Demo	5	519MAR09	25MAR09		

Start Date: 13MAY08
 Finish Date: 07MAY09
 Data Date: 12FEB09
 Run Date: 12FEB09 09:04

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Project: Tilden-Coil Constructors, Inc. Recovery Sch., WMMWD
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Sheet 3 of 4

Legend: Active, Deleted, Hidden, Archived, Approved

