

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

683



FROM: Economic Development Agency

SUBMITTAL DATE:
July 19, 2012

SUBJECT: Glen Oaks Fire Station – Rancho California Water District System Facilities
Construction Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the attached System Facilities construction agreement with Rancho California Water District;
2. Approve and authorize the Chairman of the Board to execute the attached Agency Agreement with Rancho California Water District; and
3. Approve and authorize the Assistant County Executive Officer/EDA or designee to execute the attached meter applications on behalf of the Board and pay inspection and meter fees in the amount of \$20,279.

BACKGROUND: Commences on Page 2

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 20,279	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Previously approved project budget contingency (Developer Impact Fees – Western Riverside County Fire Facilities Fund)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
DATE: 7/18/12
DEPARTMENT: SAMUEL WONG

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: July 31, 2012
xc: EDA, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

BACKGROUND:

On November 30, 2010, the Board of Supervisors approved a construction agreement between the County of Riverside and ASR Constructors, Inc. for the Glen Oaks Fire Station Project. The system facilities construction agreement and agency agreement presented herein are required for the extension of water facilities as part of the construction contract. A similar agency agreement was already recorded against the property as an interest running with the land when the county purchased the property.

All costs associated with these agreements will be funded using previously approved project contingency (Developer Impact Fees), thus no net county costs will be incurred.

Attachments:

Construction Agreement
Agency Agreement
Appendix "O"
Meter Applications

RANCHO CALIFORNIA WATER DISTRICT
OF RIVERSIDE COUNTY

SYSTEM FACILITIES CONSTRUCTION AGREEMENT
(DEVELOPER INITIATED/CONTRACTOR INSTALLED)

THIS AGREEMENT is made on this ___ day of _____, 20___, by and between RANCHO CALIFORNIA WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California, hereinafter designated as the "District" and County of Riverside located at 3403 10th St, Ste. 500, Riverside, CA 92501, Ph. No. 951.955.0911, represented by County of Riverside hereinafter designated as the "Developer."

WHEREAS, Developer is planning a development of 1 lot(s) located within the development referenced within records of the County of Riverside, State of California, as: Lot 5 of tract 14085, APN # 924-260-006 and is further identified on the map attached to and made a part of this Agreement ("Development"), as more particularly described in Exhibit "A," and

WHEREAS, the Development will require a water/sewer distribution system to provide domestic water/sewer service ("Service") to the Development referenced above ("System Facilities") as more particularly described in Exhibit "B;" and

WHEREAS, Developer is desirous of having the District provide Service to the Development and is willing to convey the System Facilities to the District after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. District agrees to provide Service to the Development in compliance with its applicable rules, regulations, ordinances, and orders when, and if, Developer has complied with the terms and conditions contained herein, and any additional terms and conditions required for the provision of Service as set forth in the District's rules, regulations, ordinances, and orders.
2. Developer agrees to engineer/design and undertake any environmental review required for the System Facilities necessary for the Development in accordance with the following terms and conditions:

APPENDIX "N"

- A. Developer will cause System Facilities to be designed at its expense by a qualified Engineer. Developer's Engineer shall be currently licensed by the State of California as a Civil Engineer.
- B. The System Facilities for the Development will be designed in full compliance with all applicable rules, regulations, ordinances, and orders including the District's Water and/or Sewer System Facility Requirements and Design Guidelines (Latest Version).
- C. The Developer's design plans, drawings, and/or incidental design documentation shall be reviewed by District personnel for conformance with applicable guidelines referenced in paragraph "B," above. Upon District approval, the design plans/drawings will become construction drawings ("Drawings").
- D. The entire cost of the design of the System Facilities shall be paid by the Developer. The Developer shall reimburse the District for all labor, equipment, and materials associated with the review and completion of Developer's design work. Such costs may include, but are not limited to: (1) design documentation review, (2) Drawings review and approval, (3) cost to conduct or procure special studies or analysis, and (4) costs relating to environmental review.
- E. Developer shall provide the District with a copy of any and all documents prepared in compliance with the laws of the State of California and the United States including, but not limited to, the California Environmental Quality Act ("CEQA"), California Public Resources Code section 21000 et seq., ("Environmental Laws") and previously utilized to obtain approvals for the Developer's Development. Sufficiency of environmental review for the System Facilities shall be determined by the District, in its sole discretion. In the event that the District or Developer determines that additional environmental review is necessary for the System Facilities, all fees and costs to prepare this additional environmental review shall be borne solely by the Developer. Notwithstanding the foregoing, Developer shall be responsible for complying with all Environmental Laws and shall indemnify and save harmless the District from any and all claims or actions arising from Developer's failure to comply with any Environmental Laws.
- F. Upon District request, Developer shall provide the District with a copy of all conditions of approval for the Developer's Development as determined and stated by all other regulatory agencies from which the Developer has applied for or obtained approval for construction of any part of aspect of the Developer's Development.

APPENDIX "N"

3. Developer agrees to construct the System Facilities necessary for the Development in accordance with the following terms and conditions:

A. Developer will cause System Facilities to be constructed as shown on the District approved Drawings, at its sole cost and expense, by a qualified California licensed contractor ("Developer's Contractor"). Developer's Contractor shall be currently licensed by the State of California with either a specialty contractor, "C-34," pipeline license or a General Engineering Contractor, "A" license. Developer's Contractor shall be experienced in the construction of domestic water/sewer systems, as the case may be, and shall have been reviewed by the District and approved by the District as a qualified contractor before the contract between Developer and Developer's Contractor is signed and construction begins. Developer shall obtain all necessary approvals and permits, and shall execute or obtain any necessary easements, using the District's form Grant of Easement, for the System Facilities.

B. The System Facilities will be constructed and installed in full compliance with all applicable laws and regulations, and pursuant to the rules, regulations, ordinances, and orders of the District including, but not limited to, District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities (Latest Version).

C. Drawings for the System Facilities shall be approved by District prior to the presentation thereof to contractors for bidding purposes and the System Facilities shall be constructed and installed in full compliance with said approved Drawings and District standard specifications referenced in paragraph "B" above ("Specifications").

D. The entire cost of the construction of the System Facilities shall be paid by the Developer. Such construction shall be inspected by District personnel for conformance with the Specifications and approved Drawings. The inspection by the District of the construction for conformance with the Specifications and approved Drawings shall not be deemed to confer liability on the District or otherwise place the responsibility for properly constructing and inspecting the System Facilities upon the District. The Developer shall permit the District's inspector to enter the construction site at any reasonable time. The Developer shall reimburse District for all labor, equipment, and materials associated with the inspection, approval, and completion of the System Facilities. Such costs may include, but are not limited to: (1) site inspection, (2) costs to conduct or procure special studies or analysis, (3) material and equipment submittal review, and (4) costs relating to environmental review.

APPENDIX "N"

E. The District is not responsible and does not own the System Facilities until they are inspected and approved by the District, all fees and charges associated with the construction of the System Facilities and/or other fees and charges owed by Developer to the District are paid in full, the Unconditional Lien Waiver and Release and the Transfer of Title for System Facilities are executed and accepted by the District. Until such time, Developer is responsible for the System Facilities and is liable for all damage to said facilities. The Developer shall indemnify District, its governing board, officers, and employees for any and all claims of any kind relating to the construction of the System Facilities incurred prior to the District's acceptance of said facilities.

F. All existing District facilities shall be protected in place. Any damaged District facilities shall be replaced or repaired by Developer at the Developer's sole cost and expense, and to the satisfaction of District.

G. Following the District's inspection of the System Facilities, the District shall inform Developer of work necessary to complete the System Facilities or remedy any deficiencies in order for the District to approve and accept said facilities. Developer shall promptly and at no cost to District perform the work according to the District's instructions. Developer shall guarantee the System Facilities for a period of one (1) year following the date of acceptance of the System Facilities by the District, and shall promptly and at no cost to District perform work necessary to remedy any deficiency in the work according to the District's instructions. Should Developer fail to promptly perform any work required under this subsection, Developer shall, on demand, pay all costs incurred by the District as necessary to complete construction or remedy any deficiency, including the applicable hourly rate for an inspector for such time as may be required, as determined by the District, to inspect the construction of the facilities. Said rate shall be that which is applicable at the time of actual inspection. The inspector shall work under the supervision of the District, and shall provide inspection until the System Facilities are accepted and approved as stated herein. The Performance Bond required pursuant to this Agreement shall be effective during the one-year guarantee period.

4. Construction shall not begin until District issues the "Notice to Proceed." Prior to District issuing "Notice to Proceed," Developer shall submit the following:

A. Copy of contract between Developer and Contractor verifying cost of System Facility construction.

B. Certification of streets to final grade.

C. Encroachment permit.

D. Certificates of insurance for Developer's Contractor and all subcontractors. The Contractor shall carry general liability, automotive liability, and Workers' Compensation insurance, which shall list the District, its governing board, officers, and employees as additional insureds, in such

APPENDIX "N"

form and amounts as noted in Section 9 of the General Provisions of the District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities (Latest Version).

E. System Facilities Security.

i. Subject to the satisfaction of the District's General Counsel, Developer shall provide or shall cause the Developer's Contractor to provide, security for the faithful performance of the System Facilities and the warranty period, in form of a cash deposit, a performance bond, an irrevocable and unconditional letter of credit, an agreement for certificate of deposit, or a segregated construction account, only on forms acceptable to the District and listing the District as obligee, if applicable. The security for faithful performance of the System Facilities shall be in an amount equal to 100% of the construction contract(s) amount(s) of the System Facilities and shall be held during the construction period and the one-year warranty period. However, the security may be reduced to 10% for the one-year warranty period upon the written request of the Developer and concurrence of the District. Payments or releases of part of the security for faithful performance may be authorized by the District Engineer to be made by the financial institution or the District to Developer after Developer's Engineer has submitted a list of completed improvements or related work to the District Engineer and the District Engineer has inspected and approved in writing such payment or release for such improvements or related work. The one-year warranty period will begin upon the date of the acceptance of the System Facilities by the District.

ii. If a performance bond is submitted as security, the performance bond must be provided by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the District. Bonds executed in favor of the city or county for the work which meet the requirements of this Section shall be acceptable in satisfaction hereof only if all such bonds expressly list the District as a co-obligee thereunder.

F. Developer is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. If the requirements of this Agreement are performed as part of an applicable "public works" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Developer agrees to fully comply with such Prevailing Wage Laws, if applicable. Developer shall defend, indemnify, and hold the District, its elected officials,

APPENDIX "N"

officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Developer and Developer's Contractor and all subcontractors to comply with all California Labor Code provisions, which include, but are not limited to, prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

5. The District will provide construction water and fire protection to the Development after the Contractor has completed all items on the District Inspector's Construction Deficiency List, evidence has been submitted indicating city/county acceptance of compaction, acceptable hydrostatic and bacteriological test results have been obtained, and any remaining inspection fees are paid in full.

6. The District will provide drop-in meters to the development and file a Notice of Completion after the following has been submitted:

A. Drop-in Meter Application and all related meter installation and connection fees.

B. Unconditional Lien Waiver and Release for waterline or sewer construction, as applicable.

C. A Transfer of Title for System Facilities form (Exhibit "C") ("Title Transfer Form") executed by Developer vesting title of said System Facilities to the District. The Title Transfer Form must be on District form and vests title only after the District files the Notice of Completion.

D. In the event water rights are appurtenant to the development, Developer shall also grant/assign said water rights to the District on District form, if applicable. Thus, an Agency Agreement will be required for each parcel if there is not a current Agency Agreement recorded against the property. The Agency Agreement gives the District the right of management of the groundwater resource to the District, for the benefit of all District customers.

7. At District's option, the terms and conditions of this Agreement will become null and void and District will have no further obligations hereunder in the event the construction of the System Facilities covered herein has not commenced within 12 months of the date of this Agreement. In the event construction has not been accepted by District within 24 months of the date of this Agreement, this Agreement and any other related System Facility requirements must then be revised to include any new conditions and to cover all increased costs, including any new fees and charges which may be in effect at that time. No further work will be permitted until all provisions of this paragraph have been fulfilled.

APPENDIX "N"

8. Developer agrees to hold the District free and harmless from any expense or liability resulting from the construction or installation of the System Facilities, and further agrees that Developer will indemnify the District, its governing board, officers, and employees free and harmless from and against any and all liabilities for death, injury, loss, or damage to persons or property which may arise before, after, or during construction of the System Facilities as a result of any work performed by Developer or on its behalf.

9. Miscellaneous Provisions.

- i. Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the Parties agree that venue shall lie only in the federal or state courts in the County of Riverside, State of California.
- ii. Modification. Once executed, this Agreement may not be altered in whole or in part except by a written modification approved by the Board of Directors of the District and executed by all the Parties to this Agreement.
- iii. Attorney's Fees. In the event any action or proceeding is initiated to challenge, invalidate, enforce, or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law. This provision shall apply to the entire Agreement.
- iv. Entire Agreement. This Agreement, together with any Exhibits attached hereto or incorporated herein by reference, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Exhibits. Developer warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement.
- v. Assignment. Developer shall not be entitled to assign or transfer all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District, which consent shall not be unreasonably withheld. Any purported assignment without the District's prior written consent shall be void.
- vi. Time is of the Essence. Developer warrants that it understands and agrees that time is of the essence in the performance of the obligations set forth in this Agreement.

APPENDIX "N"

- vii. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective purchasers, successors, heirs, and assigns.
- viii. **Unenforceable Provisions.** The terms, conditions, and covenants of this Agreement shall be construed whenever possible to be consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions nevertheless shall remain enforceable to the extent that they effectuate the original intent of the Parties.
- ix. **Representation of Capacity to Contract.** Each of the signatories to this Agreement represents and warrants that he/she has the authority to execute this Agreement on behalf of the Party represented by that individual.
- x. **No Waiver.** The failure of either Party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that Party's right to enforce this, or any other term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. In the event that either party shall fail to perform its part of this Agreement, and suit shall be commenced, or an attorney employed to enforce the provisions thereof, the party who fails to perform its part of the Agreement agrees to pay any and all costs involved therein, and to pay a reasonable attorney's fee.

10. Whenever in this Agreement notice is required to be given, the same shall be given by certified mail, postage prepaid, addressed to the respective parties at the following addresses:

To Rancho California Water District:

Rancho California Water District
General Manager
P.O. Box 9017
Temecula, California 92589-9017

To Developer:

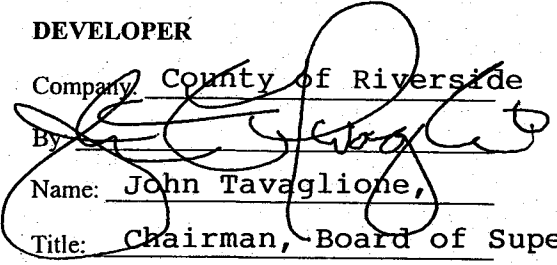
RANCHO CALIFORNIA WATER DISTRICT

By: _____
General Manager

Date: _____

DEVELOPER

Company County of Riverside

By: 

Name: John Tavaglione,

Title: Chairman, Board of Supervisors

Date: _____

ATTEST:

KECIA HARPER, IHCM, Clerk

By: 
DEPUTY


FORM APPROVED COUNTY COUNSEL

BY: M. Victor 7/18/12
MARSHAL VICTOR DATE

EXHIBIT "A"

DESCRIPTION OF DEVELOPMENT



<table border="1"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>				REVISION	DATE	BY																						REAL-COUNTY COUNTY OF RIVERSIDE APPROVED BY: _____ DATE: _____ EXP. DATE: _____ DATE: _____ RECOMMENDED: _____ DATE: _____	SEAL-ENGINEER 	ENGINEERING RESOURCES 2880 E. Florida Avenue Suite 100 Hemet, California 92343 Phone: (951) 765-8822 Fax: (951) 765-8821 PREPARED BY: _____ R.C.E. NO. 4188 DATE: _____	BENCHMARK (Inv. CO T-19-81) 2" BENCH MARK IN CORNER BOLDER STAMPED: 7-19-81 ESTABLISHED BY: RIVERSIDE COUNTY PLUNY DATE: APRIL 8, 1981 ELEVATION: 1824.114 SCALE: AS NOTED DATE: 08/20/02	COUNTY OF RIVERSIDE GLEN OAKS FIRE STATION FOR: _____ W.C. 8000801 COUNTY FILE NO.
REVISION	DATE	BY																														

New construction of a 9,642 square foot fire station on 5-acres.

EXHIBIT "B"

DESCRIPTION OF SYSTEM FACILITIES

Install an 8-inch double check detector assembly;
Two, 2-inch service for water (domestic & irrigation)
and two, 6-inch fire hydrants. All services
to be connected to Rancho California Water
District approved plan dated 8/17/2011 and
referenced by RCWD project no. E1667.

EXHIBIT "C"

TRANSFER OF TITLE FOR SYSTEM FACILITIES

FOR VALUABLE CONSIDERATION other than payment of money,

County of Riverside ("Developer") hereby grants, transfers, and conveys to Rancho California Water District (District) all right, title, and interest in the System Facilities, as depicted in Exhibit "B" for the Development referenced in Exhibit "A." Developer agrees to indemnify the District for any and all claims, liens, causes of action, or any type of liability arising from or in any way related to the construction of said System Facilities.

Said System Facilities are shown in detail on the construction drawings (Sheets 1 through 1) for said Development. This transfer of title is in accordance with Section 6 of the subject System Facilities Construction Agreement between Rancho California Water District and Developer, dated concurrently herewith and is effective upon Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned System Facilities.

Developer, on behalf of his heirs, executors, and administrators, covenants and agrees to warrant and defend this transfer of property, goods, and chattels against all and every persons claiming the same.

Executed this _____ day of _____, _____.

(SEAL AND NOTARIAL
ACKNOWLEDGMENT OF DEED)

Principal (SEAL)

Name: _____

Title: _____

Signature: _____

TO: Rancho California Water District
FROM: County of Riverside
(address) 3403 10th St., Ste. 500
Riverside, CA 92501

SUBJECT: Certification of Streets to Final Grade
Tract Map No. _____, or
Parcel Map No. 924-260-006

1. There has been executed a "SYSTEM FACILITIES CONSTRUCTION AGREEMENT" for the system facilities described above; said Agreement being between:
 - a. The Rancho California Water District, hereinafter designated as the "District";
 - b. County of Riverside
hereinafter designated as the "Developer"

All terms and conditions of said Agreement are hereby incorporated by reference.

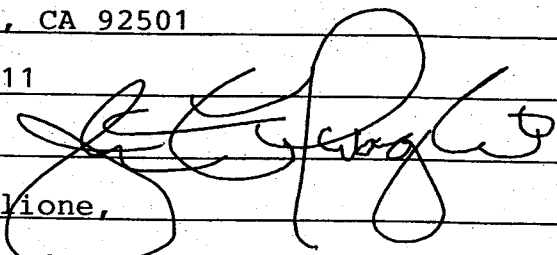
2. Pursuant to Section 3 of said Agreement, the Developer certifies that all streets requiring system facilities are to the required Final Grade and ready for installation of system facilities; wherein the Final Grade shall be defined as the finished grade of the street base or sub-base required by the Riverside County Road Department, the City of Temecula, City of Murrieta, or the District.
3. Developer agrees that if there is a change required in the final grade of the street which occurs during or after the construction of the system facilities, and requires the relocation of any system facilities, the Developer will make full payment for all costs necessary to relocate said system facilities.

Developer: County of Riverside

Address: 3403 10th Street, Suite 500

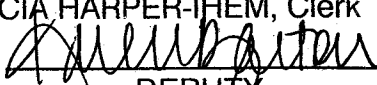
City/State/Zip: Riverside, CA 92501

Telephone: (951) 955-0911

Authorized Agent (sign): 

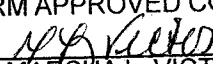
Name (type): John Tavaglione,

Title: Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

9/1/10

APPENDIX "O"

FORM APPROVED COUNTY COUNSEL
BY:  7/18/12
MARSHAL VICTOR DATE

JUL 31 2012 3:15

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

When recorded return to:
RANCHO CALIFORNIA WATER DISTRICT
42135 Winchester Road
Post Office Box 9017
Temecula, CA 92589-9017



AGENCY AGREEMENT NO. _____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between County of Riverside (hereinafter referred to as "Landowner"), and RANCHO CALIFORNIA WATER DISTRICT, a public corporation organized and existing under Division 13 of the Water Code of the State of California (hereinafter referred to as the "District"), for the property described as follows: Lot 5 of Tract 14085, in the County of Riverside, State of California, as Shown by map on file in book 122, pages 33 to 35 of maps, Records Riverside, CA (legal description attached).

WITNESSETH:

WHEREAS, the District has power and authority to act as agent for the extraction, diversion, storage and distribution of water owned by other parties; and

WHEREAS, Landowner is the owner of certain land within the District described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said land owned by Landowner is a portion of land found by the United States District Court, **United States of America vs. Fallbrook Public Utility District, et al.**, in the United States District Court, Southern District of California, Southern Division, Case No. 1247, affirmed in part by the United States Court of Appeals for the Ninth Circuit, Case No. 18931, to be land riparian to certain rivers and streams, including the Santa Margarita River and its tributaries, and also which may be land overlaying percolating waters under a court decree entered December 26, 1940 in the case **Rancho Santa Margarita vs. Vail**, 11 Cal.2d 501 (1939), and reinstated by the United States Court of Appeals for the Ninth Circuit in said Case No. 18931; and

WHEREAS, Landowner, without transferring any water right and privilege pertaining to said land, does desire to empower the District to act as its agent and the agent of its successors and assigns to extract, store, and divert the water to which it is entitled (hereinafter referred to as "local water") and to supply the same to its land and all other land having, under the laws of the State of California or pursuant to any judgement or contract, a legal right to have said water applied thereon.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

Section 1. Landowner hereby designates the District its exclusive agent and the exclusive agent of its assigns and successors in interest for the extraction, diversion, storage, blending and distribution of all local water upon or under the lands of Landowner referred to in the recitals hereof for the purpose of putting said local water to beneficial use to the fullest extent of which it is capable for the lands and inhabitants of Landowner and all other lands within the watershed of the Santa Margarita River, and its tributaries on which said local

water now and hereafter may be legally applied. It is the intention of Landowner by this Agreement to maintain a binding and permanent arrangement whereby said local water shall be properly maintained and be perpetually delivered and distributed to all of said lands entitled thereto and the subdivisions thereof for the use of Landowner, its assigns and its successors in interest and other owners of such lands.

Section 2. Landowner hereby grants to the District the right to blend local water with imported supplemental water, to distribute imported water to Landowner in lieu of or in addition to the distribution of local water and to store imported water under the lands of Landowner.

Section 3. Landowner agrees that all local water to be used by Landowner within the District shall be obtained from the District or its assigns and successors in interest. Landowner shall not divert or extract within or outside the boundaries of the District local water for Landowner's own use within the District nor shall Landowner supply local water for use within the District by others. Landowner further agrees not to divert or extract within the District local water for use by Landowner or others outside the District. Landowner reserves to itself, its assigns and its successors in interest all water rights and privileges presently owned and which may be hereinafter acquired pertaining to said land and nothing in this Agreement shall be construed as appropriating or dedicating said water rights or any water to public use.

Section 4. This agency shall be effective and irrevocable in perpetuity and the same shall be deemed an agency coupled with an interest, provided, however, this Agreement shall terminate and be of no further force or effect upon a determination by any court of competent jurisdiction in an appropriate action that the method of extraction and distribution of said local water herein provided is not a proper method of exercising the riparian and other water rights of Landowner.

Section 5. The District agrees to divert, extract, store, and distribute local water for the benefit of Landowner. The District agrees to acquire by lease, purchase, gift, or otherwise all wells and water distribution facilities useful and necessary to extract, store and distribute said local water to the lands and inhabitants

JUL 31 2012 3.15

entitled thereto in accordance with this Agreement. Nothing contained herein shall prohibit the District from exercising any of its powers granted by the California Water District Law nor shall the District be prohibited from acquiring supplemental water for distribution to all lands within the District.

Section 6. This Agreement shall not be assignable by the District without the written consent of Landowner; provided, however, the District may contract with any municipal, public, or private corporation for the management and operation of any water facilities owned by or leased by the District.

Section 7. The District shall have full control of the allocation of all costs of acquisition and construction of District facilities using any method or a combination of methods, as set forth in the California Water District Law, or raising funds to defray said costs. The District may adopt such rules and regulations for the distribution of local water as it deems necessary. The District may allocate the distribution of the available local water in any manner authorized in the California Water District Law or the rules and regulations of the District adopted pursuant to said law. Rates and charges for the distribution of local water may be made and shall be payable by Landowner, its assigns and the successors in interest as determined by the Board of Directors of the District from time to time; provided, however, said rates and charges shall not be so set to discriminate between water users in substantially the same classification.

Section 8. Neither the District nor the Landowner warrants the quantity or quality of the local water to be extracted and distributed by the District.

Section 9. The District and Landowner intend that the provisions of the Agency Agreement shall constitute covenants that run with the land and shall inure to the benefit of and be binding upon the assigns and successors in interest of the District and Landowner. The District and Landowner therefore agree as follows: (a) The District is the owner of land and water distribution facilities within its boundaries which will be benefitted by the Agency Agreement. The District land benefits from the Agency Agreement because wells located on the District land have a more assured reliable water supply. The District land particularly benefitted by the terms of this Agency Agreement is described in Exhibit "B" of that certain Agency Agreement recorded in the Office of the County Recorder of Riverside as Document No. 398782 by the District on October 22, 1992, which is incorporated herein by reference. Landowner's land benefits from the

rights set forth in Sections 1 and 5 above to connect to the District's water system. The covenants of the Agency Agreement also benefit all other landowners within the boundaries of the District who have similarly covenanted with the District, by securing a reliable region-wide water source, and its attendant increased property values. The boundaries of the District are described in Exhibit "C" of that certain Agency Agreement recorded in the Office of the County Recorder of Riverside as Document No. 398782 by the District on October 22, 1992, which is incorporated herein by reference. Landowner is the owner of land which is affected by the covenants of this Agency Agreement and is described in Exhibit "A". (b) The covenants of this Agency Agreement shall be binding upon the successive owners of the land described in Exhibit "A" or any interest therein or a portion thereof for the benefit of the District land and facilities and other landowners who have similarly covenanted with the District. (c) The parties agree that the acts required by this Agency Agreement relate to the use, repair, maintenance and improvement of the land described in Exhibit "A". (d) The parties agree that the Agency Agreement shall be recorded at the County Recorder's Office of Riverside County. It is further agreed that this Agency Agreement shall not be effective until it is recorded at the office of the Riverside County Recorder, and consent for recordation is hereby given.

Section 10. In the event Landowner shall convey, transfer or in any manner alienate title to all or any portion of the real property of Landowner located within the District, the successors in interest in the fee simple estate or any lessor estate of said real property shall execute an Agency Agreement in the identical form hereof as a condition precedent to said transfer; provided, however, non-compliance with said condition shall in no wise be construed to annul or terminate the agency created hereby and all rights and duties hereunder shall be binding on the assigns and successors in interest of the real property of Landowner located within the District.

Section 11. If any one or more of the terms, provisions, covenants or conditions of this Agency Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Agency Agreement shall be affected thereby and each provision of the Agency Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FORM APPROVED COUNTY COUNSEL
BY: MS Victor 2/18/17
MARSHAL VICTOR DATE

(CORPORATE SEAL)

ATTEST:

Secretary: _____

County of Riverside

(Landowner)

John Tavaglione
Chairman, Board of Supervisors

ATTEST:

KEC Clerk

By: Kellie J. [Signature]
DEPUTY

RANCHO CALIFORNIA WATER DISTRICT

By: _____
General Manager District

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

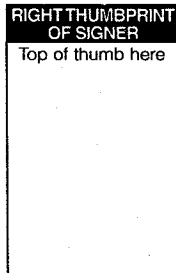
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

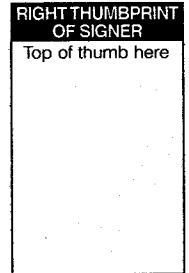
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____





**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

**Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000**

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: _____

Commission #: _____

Place of Execution: _____

Date Commission Expires: _____

Date: _____

Signature: _____

Print Name: _____

RECORDING REQUESTED BY
STEWART TITLE

DOC # 2008-0173961
04/08/2008 08:00A Fee:NC
Page 1 of 5
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recorded at request of and return to:
Department of Facilities Management
Real Estate Division
3133 Mission Inn Avenue
Riverside, California 92507-4199



FREE RECORDING
This instrument is for the benefit of
the County of Riverside, and is
entitled to be recorded without fee.
(Govt. Code 6103)

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			5						
M	A	L	465	426	PCOR	NCOR	SMF	RECHO	EXAM
							T:	CTY	UNI

48557 (Space above this line reserved for Recorder's use)

D.T.T.
no consideration

T
049

PROJECT: Glen Oaks Fire Station
APN: 924-260-006

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the
TEMECULA PUBLIC CEMETERY DISTRICT, a California Governmental Agency

GRANT(S) to the COUNTY OF RIVERSIDE, a political subdivision, the real property in the
County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
and made a part hereof

Dated: Feb. ¹² 7, 2008

By:
Stephen Struikmans, President

By:
Rebecca Farnbach, Secretary

STATE OF CALIFORNIA)
)ss.
COUNTY OF _____)

On _____, 2008 before me, _____
a Notary Public in and for said County and State, personally appeared _____, 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 signatures(s) on the instrument the person(s), or 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 _____

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 3/24/08

By: Robert Field
Robert Field, Director
Department of Facilities Management

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, Unincorporated Area, and described as follows:

Lot 5 of Tract 14085, in the County of Riverside, State of California, as shown by map on file in book 122, Pages 33 to 35 of Maps, Records of Riverside County, California.

(End of Legal Description)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss

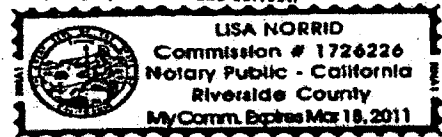
On Feb 7 2008 before me, Lisa Norrid

a notary public in and for said state, personally appeared Rebecca Farnbach
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: Lisa Norrid (Seal)



OPTIONAL

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Grant Deed

Document Date: 2-7-08 Number of Pages: _____

Signer(s) other than named above Stephen Struikmans

CAPACITY(IES) CLAIMED BY SIGNER(S)

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint
of Signer
Top of thumb here

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint
of Signer
Top of thumb here

SIGNER IS REPRESENTING:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

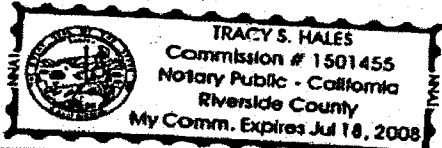
STATE OF CALIFORNIA
COUNTY OF Riverside } SS

On 2-7-08 before me, Tracy S. Hales

a notary public in and for said state, personally appeared Stephen Struikmans
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: Tracy S. Hales (Seal)



OPTIONAL

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Grant Deed

Document Date: _____ Number of Pages: _____

Signer(s) other than named above Rebecca Farnbach

CAPACITY(IES) CLAIMED BY SIGNER(S)

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

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of Signer
Top of thumb here

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S)- LIMITED
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER _____

Right Thumbprint
of Signer
Top of thumb here

SIGNER IS REPRESENTING:

