



WEST VALLEY WATER DISTRICT
855 W. Base Line Road Rialto, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

ENGINEERING, OPERATIONS &
PLANNING COMMITTEE
MEETING AGENDA

WEDNESDAY, JANUARY 12th, 2022 - 6:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations & Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Committee Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to administration@wvwd.org. If you require additional assistance, please contact the Executive Assistant at administration@wvwd.org.

BOARD OF DIRECTORS

Director Greg Young (Chair)

Director Dr. Michael Taylor

1. **CONVENE MEETING**
2. **PUBLIC PARTICIPATION**

The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.

3. **DISCUSSION ITEMS**
 - A. General Updates to Engineering Committee

- B.** Provide and Install Ion Exchange Resin for Vessels 1B and 2B at Well 42. **(Page 3)**
- C.** Consider Second Amendment to Water Facilities and Service Agreement with Lennar Lytle, LLC. **(Page 30)**
- D.** Consider Recordation of Water Easement with LS-Fontana, LLC for TTM 20010 (Lots 1-233) for Monarch Hills Development. **(Page 37)**
- E.** Consider Water System Infrastructure Installation and Conveyance Agreement and Recordation of Water Easement with LS-Fontana, LLC for TTM 20069 and 20070 (Lots 234-236) for Monarch Hills Development. **(Page 62)**
- F.** Consider Water System Infrastructure Installation and Conveyance Agreement and Quitclaim Deed with I-15 Logistics, LLC for I-15 Logistics Center. **(Page 94)**
- G.** Consider Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana, LLC for TTM 20010 (Lots 1-155) for Monarch Hills Development. **(Page 122)**
- H.** Consider a Non-Interference Letter for Tract 20092 River Ranch. **(Page 155)**
- I.** Consider a Non-Interference Letter for Tentative Parcel Map No. 37528. **(Page 161)**

4. **ADJOURN**

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Engineering Committee Agenda at the District Offices on January 6th, 2022.



Maisha Mesa, Executive Assistant



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: PROVIDE AND INSTALL ION EXCHANGE RESIN FOR VESSELS 1B AND 2B AT WELL 42

BACKGROUND:

Well 42 is a groundwater source for District Zone 3 and pumps water from the Riverside Basin, a groundwater basin which has been impacted by perchlorate. Well 42 has an onsite Ion Exchange (IX) Treatment System for well-head treatment of perchlorate, and the IX media which treats the perchlorate eventually becomes saturated (i.e. used up) and must be removed and replaced. The IX Treatment System has a total of 4 IX vessels, 2 for the lead train and 2 for the lag train, the 2 lead vessels (1B & 2B) are saturated and in need of replacement.

DISCUSSION:

. Having all District owned water sources, including Well 42, in full operational readiness is the only prudent strategy as the District faces increasing demand due to increased residential and commercial development, and limitations on imported water supplies, especially considering the limited available supply of State Project Water in what appears to be another upcoming drought year.

The State Department of Water Resources permit for Well 42 was amended at the initiation of this project because it called out an IX resin made by Calgon that is no longer available. It now shows the IX resin the District is currently using at wells 41, 18A, 16 and 17. The current product the District was originally chosen because of price, however Dowex PSR2 Plus has proven to be longer lasting and creates less differential pressure and has now become our standard.

Dowex PSR2 Plus is a proprietary product of Evoqua, the proposal from Evoqua is included as **Exhibit A**.

Below is a summary of the project and associated costs.

	\$/cu ft	Qty Resin	Total

Resin	\$ 250.00	636	\$ 159,000.00
Labor	\$ 26.61	636	\$ 16,923.96
Disposal	\$ 17.11	636	\$ 10,881.96
Subtotal (w/o tax)	\$ 293.72	636	\$ 186,805.92
Tax on resin only (7.75%)	\$ 19.38	636	\$ 12,322.50
Total	\$ 313.10	636	\$ 199,128.42

FISCAL IMPACT:

This item is not included in the Fiscal Year 2021/22 Capital Improvement (CIP) budget and will be funded from Project Number W22005 titled "FXB Repurposing".

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

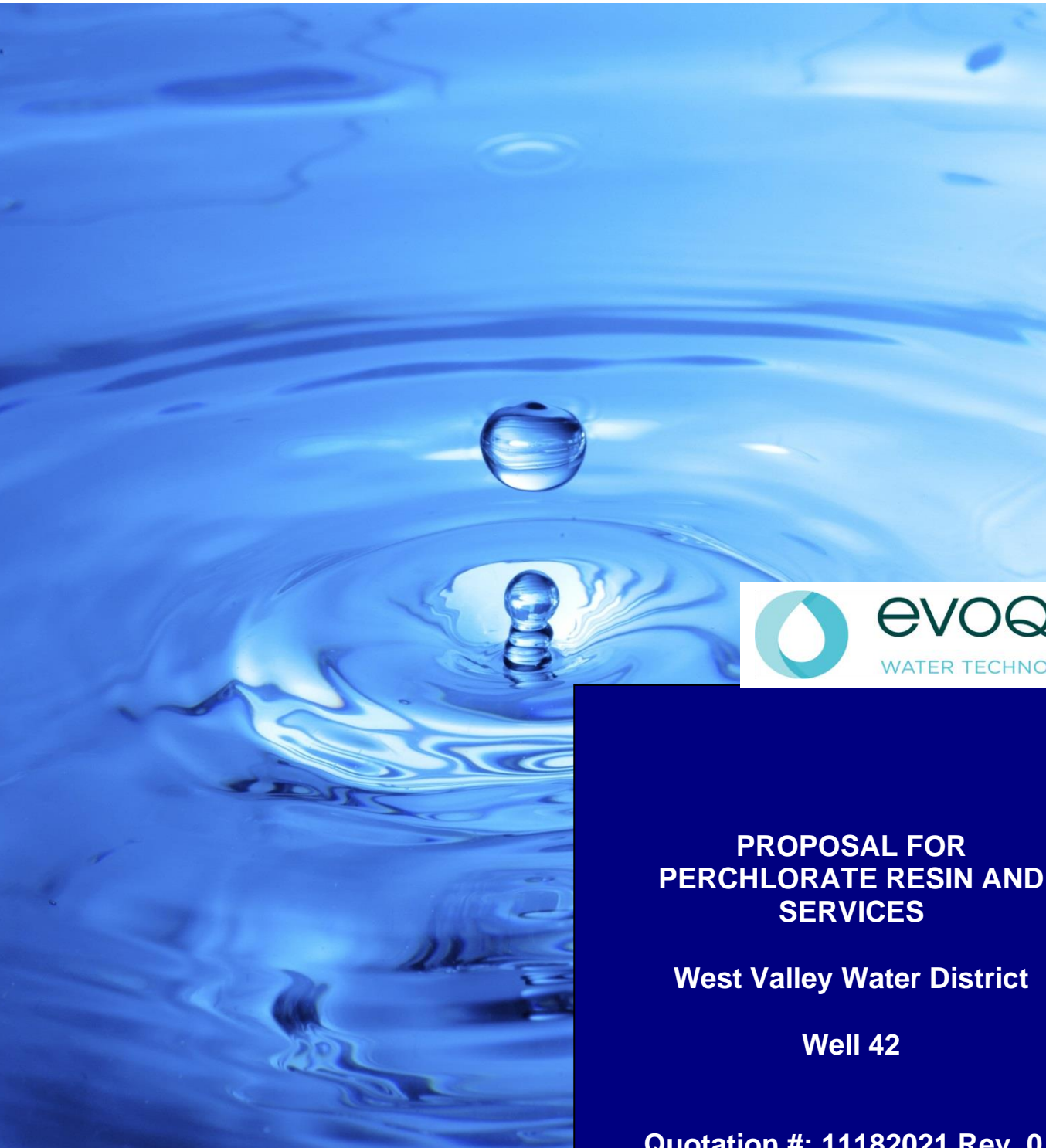
Shamindra Manbahal, General Manager

mm

ATTACHMENT(S):

1. Exhibit A - Proposal

EXHIBIT A



**PROPOSAL FOR
PERCHLORATE RESIN AND
SERVICES**

West Valley Water District

Well 42

**Quotation #: 11182021 Rev. 0
November 18, 2021**

Submitted to:
Joe Schaack
West Valley Water District
909-936-4584
jschaack@wwd.org

Evoqua Contact:
Patricia Tinnerino
Sales Engineer
Cell: 714-262-1560
Patricia.tinnerino@evoqua.com



Confidentiality Statement

This document and all information contained herein are the property of Evoqua Water Technologies LLC. The design concepts and information contained herein are proprietary to Evoqua Water Technologies LLC and are submitted in confidence. They are not transferable and must be used only for the purpose for which the document is expressly loaned. They must not be disclosed, reproduced, loaned or used in any other manner without the express written consent of Evoqua Water Technologies LLC. In no event shall they be used in any manner detrimental to the interest of Evoqua Water Technologies LLC. All patent rights are reserved. Upon the demand of Evoqua Water Technologies LLC, this document, along with all copies or extracts, and all related notes and analyses, must be returned to Evoqua Water Technologies LLC or destroyed, as instructed by Evoqua Water Technologies LLC. Acceptance of the delivery of this document constitutes agreement to these terms and conditions.

Terms and Conditions

In the event Evoqua Water Technologies LLC is the selected vendor for the products and services contemplated in the subject bid, Evoqua Water Technologies LLC desires to negotiate a mutually agreeable set of terms and conditions to govern such transaction (including issues such as warranty, indemnity, appropriate limitations of liability and other substantive terms and conditions). Evoqua Water Technologies LLC will not be obligated to supply products or services pursuant to such bid unless and until the parties have entered into an agreement with terms and conditions mutually agreed in writing by the parties.



Proposal #11182021.R0
Evoqua Water Technologies LLC

Index/Table of Contents:

I.	Transmittal/ Offer Letter	4
II.	Statement of Qualifications, Experience, and References	6
III.	Statement of Work/Execution	9
IV.	Fee Proposal	12
V.	Attachments	13



Proposal #11182021.R0
Evoqua Water Technologies LLC

I. Transmittal/ Offer Letter

November 18, 2021

Joe Schaack
West Valley Water District

Re: Proposal for Perchlorate Resin and Services at Well 42
PWTF – 295 East San Bernardino, Rialto, CA 92376

Dear Joe,

Thank you for this opportunity to submit this proposal for West Valley Water District. Evoqua Water Technologies, LLC, (EWT) is excited for the opportunity to provide resin services for your existing equipment at your wells and work with West Valley Water District to provide both short term and long-term solutions to the needs of your sites.

Evoqua appreciates the trust West Valley has put in Evoqua in years past as your resin supplier. We never stop trying to improve. Our focus is to provide excellent service to West Valley while ensuring safe and compliant drinking water.

We have adjusted the proposal to reflect the same amount of resin that our invoicing system uses with 35.31 cu ft per supersack. We want to make sure the proposal matches the invoices exactly (318 cu ft per vessel versus the 320 cu ft provided in the 2017 RFP).

We feel that our offering will provide you with the best option due to the following reasons:

Experience – With numerous sites already installed in California and throughout the US, we have the experience working in conjunction with your team to provide quality on-going service to meet and exceed your requirements. You can rest assured that if selected Evoqua will provide complete and timely service.

Local Service – In the Los Angeles area we have four service branches with over 100 people including field service technicians, applications engineers, installation technicians, and management team, the largest and best field service team in Southern California, all of whom are Evoqua certified and trained employees. Of specific note:

- The two primary branches that would be supporting this site are less than 50 miles away.
- The engineering team, installation group and service team that would support this site are all located in the Los Angeles basin.
- One of the facilities has complete resin handling and disinfection capabilities. We encourage you to tour this facility.
- All service equipment that we will employ at your site is dedicated to the drinking water market and sited locally.
- EWT is a licensed CA state Contractor (***contractor's license #989497***).

Innovations – Evoqua is uniquely positioned to offer service and non-service innovations to the perchlorate market. 10% of our annual revenue is spent on research and development.



Proposal #11182021.R0
Evoqua Water Technologies LLC

- We continue to work with major resin suppliers to offer better once-through media solutions at reduced costs.
- We offer several non-media based solutions for the treatment of perchlorate and are investigating new non-media based solutions.

Thank you for allowing Evoqua this opportunity to be of service, we look forward to your consideration and the opportunity to review our presentation with your team. Please contact me at 714-262-1560 should you have any questions or if we may be of further assistance.

Regards,

Patricia Tinnerino
Sales Engineer
714-262-1560
Evoqua Water Technologies, LLC.



II. Statement of Qualifications, Experience, and References

EXPERIENCE WITH PERCHLORATE REMOVAL

Evoqua started to develop solutions to the perchlorate problem in California in the late 90's. We established a dedicated team to look at various methods to treat this water contaminant. The Evoqua team incorporated people from our operations, research, construction, field applications engineering and marketing groups across multiple product lines. Two existing technologies emerged from this team's work:

- Fluidized Bed Reactors
- Once Through Media – Ion Exchange Resin

These technologies have been approved by the California State Water Resource Control Board Department of Drinking Water.

Evoqua found that both approved technologies would produce water quality of a level that was below the new California Maximum Contaminant Level (MCL) of 6 ppb and usually non-detectable. Our studies also showed that the application of the ion exchange technology is dependent upon the level of perchlorate and the background anions present in the water. This is generally applied where the perchlorate influent concentration is <500 ppb. In keeping with maintaining "Good Environmental Stewardship", the once through ion exchange resin adsorbs the perchlorate and then allows for destruction of the perchlorate through destruction of the petroleum-based ion exchange resins, thus eliminating the "Cradle to Grave" responsibility for this material. There is no brine generated nor is there the need for brine connection fees. And with the pending brine disposal restriction (and/or elimination) rules, the liability for the brine waste material is eliminated.

From the operating histories of the listed perchlorate opportunities (above), Evoqua developed and corroborated an equilibrium model for prediction of perchlorate throughput capacity that is unsurpassed in the industry. Evoqua has provided a throughput guarantee based upon your water analysis and this model. Prior to development of your proposal, Evoqua used this model to select an ion exchange resin that is your best economic alternative for treatment of the perchlorate contamination at your well site.

NO USE OF SUBCONTRACTORS

Evoqua will utilize many entities within our organization to provide the required system services and does not require the use of subcontractors to provide the required services of the RFP. Evoqua believes that the in-house control of every aspect of any project allows for on time procurement, smooth delivery and effective system start-up.

OTHER ENTITIES ASSIGNED SIGNIFICANT RESPONSIBILITIES

Evoqua will not be using any other entities that will have assigned material responsibilities under the contract other than defined resin manufacturers to be discussed within this proposal.

RESIN AVAILABILITY

We have PSR-2 Plus in stock. We like to have two weeks' notice to schedule accordingly, but can work with your time frame.



CLIENT BASE - SELECTED OPERATING SYSTEMS IN CALIFORNIA

In California, Evoqua Water Technologies has been selected as the supplier of perchlorate reduction services to remove perchlorate from well sites for the following projects. A partial list of water purveyors employing Evoqua's resin services includes:

City of Rialto, Chino 2 Well

2003 to present

Used Dowex® 1 from 2003 until 2014 and then switched to Dowex® PSR-2. Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. DDW operating permit issued. Contact: Peter Fox

San Gabriel Valley Water Co. Well B-5

2009 to present 7800 gpm – Once through IX

Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. DDW operating permit issued. Contact: Oscar Ramos, 626-448-6183

San Gabriel Valley Water Co. Well B-6

2009 to present 7800 gpm – Once through IX

Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. Started up Mar 2013. Contact: Oscar Ramos, 626-448-6183

Rialto, Airport Well 3

GeoLogic and Associates, San Bernardino, CA

2007 –present: 1900 gpm – Once Through IX

Perchlorate removal at well site with one train of HP1220 vessels. DDW operating permit issued. Contact: Ralph Murphy, (909) 383-8728.

N. California Aerospace Co

Jan 02 - present: >6,000 gpm – Once Through IX

Removal of high levels of perchlorate in ground water for site remediation at multiple well sites, using portable vessels. Product water used for groundwater replenishment. Environmental operating permit by State issued. Contact: Chris Fennessy, 916-355-3341

La Puente Valley Well 2

2009 to present 2500 gpm – Once through IX

Perchlorate removal using on-site vessels at multiple sites. Product water used for municipal supply. DDW operating permit issued. Contact: Greg Galindo, (626) 330-2126

City of San Bernardino, Municipal Water Dept., San Bernardino, CA

Sept. 2013 start up; 2000 gpm – Once Through IX

Perchlorate removal for 1 wells with 1 trains of HP1220HF vessels. DDW Operating Permit. Contact: Mike Garland, (909) 379-2618



III. Statement of Work/Execution

EXECUTION SUMMARY

Evoqua Water Technologies, LLC is providing a service proposal for ion exchange resin used for perchlorate removal in the potable water system for the West Valley Water District. The existing equipment consists of two (2) trains (4 vessels) with each vessel containing approximately 318 cubic feet of resin. This proposal includes the following:

- Remove and incineration spent resin at Covanta. Pricing is subject to resin being approved for acceptance at this site. Additional fees may apply if a different site is required. We have a valid profile and can take the spent resin with us the day of service.
- Supply PSR2 Plus perchlorate-selective resin for exchange of two (2) vessels. 318 cu ft per vessel / 636 cu ft total.
- Resin will be prewashed at our facility with a minimum volume of 10 BVs
- Deliver and load PSR2 Plus perchlorate-selective resin in two (2) vessels.
- Perform BAC T and total Coliform analysis

ION EXCHANGE (IX) PROCESS DESCRIPTION

DESIGN CRITERIA

The proposed anion exchange resin (polystyrene divinylbenzene copolymer) to be used is PSR2 Plus strong base anion exchange resin, manufactured by The Dupont Chemical Company. This resin is specifically designed for selective removal of perchlorate from potable water. PSR2 Plus is a non-nitrate sloughing resin (the selectivity for nitrate is higher than for sulfate). Therefore there will be no nitrate spiking from newly bedded ion exchange vessels.

Source water will be fed to each vessel through the top, pass through the resin bed, and leave the vessel at the bottom (co-current flow). Perchlorate ions in the source water are replaced with chloride ions as the water passes through the bed.

Sterile virgin resin will be pre-rinsed in our Los Angeles resin handling facility for a minimum of 20 BVs, utilizing proprietary techniques, to minimize on-site rinse water requirements. The resin will then be loaded in sterilized sluice vehicles dedicated for potable use, delivered to the site and then sluiced into each vessel. This process will greatly reduce the amount of rinse waters required onsite. Super sacks or other resin vendor marked containers will not be brought on site.

This resin is not regenerated or reused. Evoqua will provide appropriate and legally compliant disposal of the spent resin at the Covanta incineration facility in Crow's Landing.



FEEDWATER DESCRIPTION

The following table outlines the water chemistry we have from historical data.

Description	Well Data
Operational Flow Rate	1800 gpm
Operational Schedule	24/7
Daily Volume (ave)	2,592,000 gpd
Perchlorate	2.2
Sulfate	23
Chloride	8
Nitrate	25
Alkalinity (as CaCO ₃)	149

The two (2) trains are to be operated in a lead/lag arrangement.

Bacteria levels in the supply water are expected to be non-detect (<5 cfu/ml). The presence of bacteria in the supply water to the treatment system may result in increased pressure drop across the system, detectable bacteria in the system effluent and increased downtime due to sanitization requirements. It has been assumed that the bacteria levels from the wells and or the influent to the treatment system will have non-detect (<5 cfu/ml) levels of bacteria. If bacteria are found to be present in the wells you can purchase additional services from Evoqua that will kill the bacteria and also be compatible with the treatment system resin.

The product water will be delivered to the distribution system, through existing infrastructure, with perchlorate levels below 1 ppb.

PROCESS WASTE STREAMS

Resin will be preconditioned, rinsed, inspected, and readied for operation at our Los Angeles service facility, minimizing onsite rinse water requirements (provided by client).

A minimum 4" dechlorinated potable water or fire water source will be required at a line pressure of 60 psig or greater to supply a minimum of 350 gpm to provide water for sluicing.

Onsite rinse waters for resin transfer, rinsing, flushing and/or required disinfection of resin after an extended shutdown period or at any other time, will be disposed of via existing storm drains or other means, on site.

**EQUIPMENT/MEDIA IN-SITU STERILIZATION AND LAY-UP**

If resin sterilization is required due to bacterial growth, Evoqua can provide various proprietary processes to clean the resin. These include CDPH approved processes using either hydrogen peroxide or peracetic acid techniques. Details will be provided upon successful award of the service contract.

For shutdown or intermittent operation, the ion exchange system should remain completely full of water and the inlet and outlet should be sealed either by a valve or a cap. During temporary downtime, and prior to restarting the unit, the system should be rinsed on a daily basis using two to three bed volumes of water. Failure to rinse may result in a temporary presence of contaminated water at the outlet of the exchanger.

If the ion exchange system is shut down for an extended period of time, the following procedure should be followed to reduce potential degradation of bed life. Drain the system of all water. There should be no free standing water left in the vessel. All valves, manways and vents shall be tightly sealed for the duration of the shutdown to eliminate any supply of oxygen that would promote biological growth. Prior to re-commissioning the units, follow the start-up instructions included.

DISPOSAL OF RESIN

Per WVWD direction, EWT has quoted disposal of the exhausted resin at the Covanta incineration facility in Crow's Landing. Please note that pricing is based upon resin being declared non-hazardous. Pricing is subject to resin being approved for acceptance at these sites. Additional fees may apply if a different site is required. A valid profile is in place.

AIR SUPPLY

Compressed air will be supplied by Evoqua for media exchange.

ELECTRICAL UTILITY REQUIREMENTS

No additional electrical utilities are required for this service offering.



IV. Fee Proposal

	\$/cu ft	Qty Resin	Total
Resin	\$ 250.00	636	\$ 159,000.00
Labor	\$ 26.61	636	\$ 16,923.96
Disposal	\$ 17.11	636	\$ 10,881.96
Subtotal (w/o tax)	\$ 293.72	636	\$ 186,805.92
Tax on resin only (7.75%)	\$ 19.38	636	\$ 12,322.50
Total	\$ 313.10	636	\$ 199,128.42

COMMERCIAL TERMS

Delivery

- We have PSR-2 Plus in stock. We like to have two weeks' notice to schedule accordingly, but can work with your time frame.

Prices Do Not Include The Following:

- Permits
- Site preparation including developing a concrete pad, grouting, weather protection, etc.
- Offloading and installation of equipment

Also Please Note:

- Proposal pricing valid for 90 days from date of proposal.
- Evoqua Water Technologies LLC terms and conditions are attached hereto and are incorporated into this proposal by reference
- Terms of payment are net 30 days, 100% upon completion. Quoted terms are subject to credit approval.
- FOB factory, freight allowed to jobsite.
- Evoqua Water Technologies LLC's price does not include, and Evoqua Water Technologies LLC shall not be responsible for, any taxes, permits, tariffs, duties or fees (or any incremental increases to such taxes, permits, tariffs, duties or fees enacted by governmental agencies) unless specifically agreed herein or otherwise by Evoqua Water Technologies LLC in writing.



Proposal #11182021.R0
Evoqua Water Technologies LLC

V. ATTACHMENTS

- Terms and Conditions
- Contractor's License
- DIR registration
- PSR-2 Plus Data Sheet
- PSR-2 Plus NSF

EVOQUA WATER TECHNOLOGIES LLC**Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

IN WITNESS WHEREOF, the terms and conditions of this proposal are hereby accepted by both Buyer and Seller, who have caused this Agreement to be executed by the signatures of their duly authorized representatives below:

EVOQUA WATER TECHNOLOGIES LLC (SELLER)

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

BUYER

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 989497

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/19/2021 2:46:50 PM

Business Information

EVOQUA WATER TECHNOLOGIES LLC
 1828 METCALF AVE
 ATTN HARRY BRYANT
 THOMASVILLE, GA 31792
 Business Phone Number:(229) 227-8713

Entity Ltd Liability
Issue Date 01/03/2014
Expire Date 01/31/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTCHESTER FIRE INSURANCE COMPANY](#).

Bond Number: K09065623

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with [WESTCHESTER FIRE INSURANCE COMPANY](#).

Bond Number: K0906641A

Bond Amount: \$100,000

Effective Date: 06/20/2014

[LLC Employee/Worker Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **K09066378** for HARRY BRYANT JR in the amount of **\$12,500** with [WESTCHESTER FIRE INSURANCE COMPANY](#).

Effective Date: 06/20/2014

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [AMERICAN ZURICH INSURANCE COMPANY](#)

Policy Number:WC037858101

Effective Date: 12/31/2020

Expire Date: 12/31/2021

[Workers' Compensation History](#)

Liability Insurance Information

This license has liability insurance with [EVEREST INDEMNITY INSURANCE COMPANY](#)

Policy Number: CF8GL00274201

Amount: \$2,000,000

Effective Date: 12/31/2020

Expiration Date: 12/31/2021

[Liability Insurance History](#)

[Back to Top](#)

[Conditions of Use](#)

[Privacy Policy](#)

[Accessibility](#)

[Accessibility Certification](#)

Copyright © 2021 State of California

APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2021 06/30/2022

Contractor Information

Contractor Name: EVOQUA WATER TECHNOLOGIES LLC

Trade Name:

License Type Number: 1000012718

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: LOS ANGELES

Physical Business Address: 1441 EAST WASHINGTON BLVD

Physical Business State: CA

Physical Business Postal Code: 90021

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: LOS ANGELES

Mailing Address: 1441 EAST WASHINGTON BLVD

Mailing State: CA

Mailing Postal Code: 90021

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: victor.borghese@evoqua.com

Applicant's Email: victor.borghese@evoqua.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: AMERICAN ZURICH INSURANCE COMPANY	Inception Date: 12/31/2019
Policyholder Name: EVOQUA WATER TECHNOLOGIES LLC	Expiration Date: December 31, 2021
Policy Number: WC 0378581 01	

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, Victor Anthony Borghese, the undersigned, am , EVOQUA WATER TECHNOLOGIES LLC with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 12:09 PM

Legal Entity Information

Legal Entity Type: LLC

Name: EVOQUA WATER TECHNOLOGIES LLC



Product Data Sheet

AmberLite™ PSR2 Ion Exchange Resin

Drinking Water-grade, Gel, Strong Base Anion Resin for Selective Perchlorate Removal

Description

AmberLite™ PSR 2 Ion Exchange Resin is a gel, strong base anion resin supplied in the Cl⁻ form. It is designed to offer the highest selectivity for trace contaminants such as nitrate and perchlorate, while its gel matrix also achieves high total exchange capacity.

Applications

Primary application:

- Selective perchlorate removal

Also can be used for:

- Gold recovery

Typical Properties

Physical Properties

Copolymer	Styrene-divinylbenzene
Matrix	Gel
Type	Strong base anion
Functional Group	Tri-n-butyl amine
Physical Form	Amber to brown, translucent, spherical beads

Chemical Properties

Ionic Form as Shipped	Cl ⁻
Total Exchange Capacity	≥ 0.65 eq/L
Water Retention Capacity	40 – 47.5%

Particle Size §

< 400 µm	≤ 5%
1180 – 1410 µm	≤ 3%

Stability

Whole Uncracked Beads	≥ 95%
Friability	
> 200 g/bead	≥ 90%

Density

Particle Density	1.10 g/mL
Shipping Weight	670 g/L

§ For additional particle size information, please refer to the [Particle Size Distribution Cross Reference Chart](#) (Form No. 45-D00954-en).

Suggested Operating Conditions

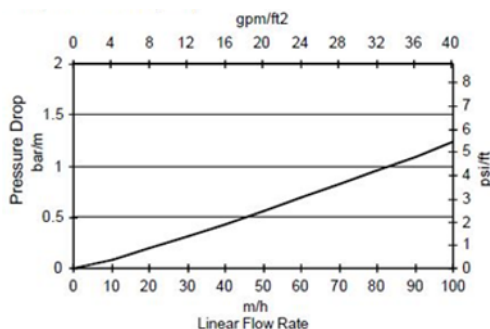
Maximum Operating Temperature	60°C (140°F)
pH Range	0 – 14

Hydraulic Characteristics

Estimated bed expansion of AmberLite™ PSR2 Ion Exchange Resin as a function of service flowrate at 20°C (68°F) is shown in Figure 1. These pressure drop expectations are valid at the start of the service run with clean water and a well-classified bed. Estimated pressure drop at other water temperatures can be calculated with the provided equations.

Figure 1: Pressure Drop

Temperature = 20°C (68°F)



For other temperatures use:

$P_T = P_{20^\circ C} / (0.026T_C + 0.48)$, where P ≡ bar/m

$P_T = P_{20^\circ C} / (0.014T_F + 0.05)$, where P ≡ psi/ft

Conditioning and Limits of Use

AmberLite™ PSR2 Ion Exchange Resin is suitable for use in potable water applications ¹ after an initial commissioning pretreatment at ambient temperature.

¹ Please confirm the regulatory approval in your specific country of use.

Product Stewardship

DuPont has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our product stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our product stewardship program rests with each and every individual involved with DuPont products—from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

DuPont strongly encourages its customers to review both their manufacturing processes and their applications of DuPont products from the standpoint of human health and environmental quality to ensure that DuPont products are not used in ways for which they are not intended or tested. DuPont personnel are available to answer your questions and to provide reasonable technical support. DuPont product literature, including safety data sheets, should be consulted prior to use of DuPont products. Current safety data sheets are available from DuPont.

Please be aware of the following:

- **WARNING:** Oxidizing agents such as nitric acid attack organic ion exchange resins under certain conditions. This could lead to anything from slight resin degradation to a violent exothermic reaction (explosion). Before using strong oxidizing agents, consult sources knowledgeable in handling such materials.

Regulatory Note

This product may be subject to drinking water application restrictions in some countries; please check the application status before use and sale.

Have a question? Contact us at:

www.dupont.com/water/contact-us

All information set forth herein is for informational purposes only. This information is general information and may differ from that based on actual conditions. Customer is responsible for determining whether products and the information in this document are appropriate for Customer's use and for ensuring that Customer's workplace and disposal practices are in compliance with applicable laws and other government enactments. The product shown in this literature may not be available for sale and/or available in all geographies where DuPont is represented. The claims made may not have been approved for use in all countries. Please note that physical properties may vary depending on certain conditions and while operating conditions stated in this document are intended to lengthen product lifespan and/or improve product performance, it will ultimately depend on actual circumstances and is in no event a guarantee of achieving any specific results. DuPont assumes no obligation or liability for the information in this document. References to "DuPont" or the "Company" mean the DuPont legal entity selling the products to Customer unless otherwise expressly noted. NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. No freedom from infringement of any patent or trademark owned by DuPont or others is to be inferred.

DuPont™, the DuPont Oval Logo, and all trademarks and service marks denoted with ™, ℠ or ® are owned by affiliates of DuPont de Nemours Inc. unless otherwise noted. © 2020 DuPont.



Water Quality Association

3/2/2021



CERTIFIED DRINKING WATER SYSTEM COMPONENTS

NSF/ANSI/CAN 61 - 2018: Drinking Water System Components - Health Effects

This Standard establishes minimum health effects requirements for the chemical contaminants and impurities that are indirectly imparted to drinking water from products, components, and materials used in drinking water systems. This Standard does not establish performance, taste and odor, or microbial growth support requirements for drinking water systems products, components, or materials.

Drinking Water Treatment Products certified to NSF/ANSI 61 have not been tested or evaluated for contaminant reduction performance. Contaminant reduction testing and certification claims shall be evaluated via the industry's residential drinking water treatment standards.

DDP Specialty Electronic Materials US, INC

2200 West Salzburg Road
Midland, MI 48686
United States

<http://www.dupont.com> (<http://www.dupont.com>)

Product Type: Ion Exchange Resin

Brand Name	Model	Water Contact Temp	Water Contact Material	Size
AMBERLITE™	DOWEX PSR2 Plus (CL) Ion Exchange Resin ¹ ₂	Cold (23C)	SYN	0.5 - 0.9 mm

¹ This product is certified with a minimum flow rate of 0.38 gpm/ft³ of media

² For conditioning the resin; soak 1 hour with water. Then, rinse with RO/DI water at 10BV/hr = 0.044 gallons/minute for 20BV.



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER SECOND AMENDMENT TO WATER FACILITIES AND SERVICE AGREEMENT WITH LENNAR LYTLE, LLC

BACKGROUND:

In May 2005 West Valley Water District (“District”) entered into a Water Facilities and Service Agreement (“Agreement”) with Lytle Development. The Agreement outlined certain facilities that Lytle Development was required to construct in exchange Equivalent Dwelling Unit (EDU) connection credits. The Agreement also allowed Lytle Development to assign rights and obligations to a future home builder/developer and they did just that in August 2005 (“First Amendment”). Lytle Development assigned certain facilities that they were required to construct to Lennar Homes along with a portion of the EDU connection credits.

DISCUSSION:

Lennar Homes has now completed its development and has constructed some of the facilities. Instead of Lennar Homes constructing the remaining facilities, the District and Lennar Homes would like to enter into an agreement (“Second Amendment”) where Lennar Homes would provide a one-time payment to the District to compensate the District for the capital costs of the facilities yet to be constructed. Attached as Exhibit A is a copy of the Second Amendment to Water Facilities and Service Agreement.

FISCAL IMPACT:

The one-time payment to the District to compensate for the capital costs of the facilities is pursuant to the terms of the Second Amendment to Water Facilities and Service Agreement.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

LJ

ATTACHMENT(S):

1. Exhibit A - Second Amendment

EXHIBIT A

**SECOND AMENDMENT TO WATER FACILITIES
AND SERVICE AGREEMENT**
(Lytle Creek/Sycamore Flats)

This Second Amendment to Water Facilities and Service Agreement ("**Second Amendment**") is entered into as of _____, 202~~2~~⁴ ("**Effective Date**"), by and between LENNAR LYTLE, LLC, a Delaware limited liability company ("**Lennar**"), and WEST VALLEY WATER DISTRICT, a public agency of the State of California ("**District**"). Lennar and the District shall be referred to individually as a "**Party**" and collectively as the "**Parties.**"

RECITALS

A. On or about May 27, 2005, Lytle Development Company ("**Lytle**"), Pharris Sycamore Flats, LLC ("**Pharris**"), and the District entered into that certain Water Facilities and Service Agreement ("**Facilities Agreement**") to provide water service to the "Lytle Property" (as defined in the Facilities Agreement). Under the Facilities Agreement, Lytle and Pharris each agreed to construct certain of the "**Water Facilities**" (as defined in the Facilities Agreement) to provide service to the Lytle Property. In exchange for constructing the Water Facilities, the District agreed to provide fire flow and domestic water service to up to 4,300 equivalent dwelling units on the Lytle Property, defined in the Facilities Agreement as the "**Lytle Phase I Hook-Up Rights**" and the "**Lytle Phase II Hook-Up Rights.**" A copy of the Facilities Agreement is attached hereto as **Exhibit "1."**

B. On or about January 4, 2005, Lennar purchased from Lytle a portion of the Lytle Property, described in **Exhibit "2"** ("**Lennar Property**"). The Lytle Property is located in an area known as Improvement Area No. 6, which has now been developed by Lytle and Lennar with approximately 547 detached residential dwellings and related amenities.

C. On or about August 1, 2005, Lytle assigned to Lennar, and Lennar accepted, a portion of Lytle's rights and obligations under the Facilities Agreement pursuant to that "Partial Assignment and Assumption of Water Facilities and Services Agreement" ("**Assignment**"), attached hereto as **Exhibit "3."** The portion of Lytle's rights and obligations that Lennar assumed under the Assignment were described and referred to in the Assignment as the "**Assumed Water Facilities Obligations.**" The Assumed Water Facilities Obligations included design and construction of the "**Assumed Water Facilities**" (as defined in the Assignment) under the terms provided in the Facilities Agreement. Lytle also assigned to Lennar pursuant to the Assignment all of Lytle's rights and interest in and to the Lytle Phase I Hook-up Rights, subject to the applicable terms and conditions of the Facilities Agreement and Assignment.

D. On or about April 6, 2006, Lennar and the District entered into that First Amendment to Water Facilities and Service Agreement ("**First Amendment**") in order to amend certain of Lennar's and the District's obligations under the Facilities Agreement. References to the Facilities Agreement in this Second Amendment shall include and incorporate any changes made thereto by the First Amendment. The First Amendment is attached hereto as **Exhibit "4."**

E. On March 13, 2007, the County of San Bernardino formed Community Facilities District No. 2006-1 (Lytle Creek North) ("**CFD No. 2006-1**") to fund water facilities and other

public infrastructure improvements within Improvement Area No. 6. Some of the Assumed Water Facilities are eligible for reimbursement by CFD No. 2006-1.

F. Lennar has now completed its development of the Lennar Property and has constructed some but not all of the Assumed Water Facilities. Accordingly, Lennar and the District ~~desire have agreed~~ that the District will assume responsibility for the construction of the remaining Assumed Water Facilities in exchange for Lennar providing a one-time payment to compensate the District for the capital costs to do so. Lennar and the District further desire to enter into this Second Amendment to memorialize Lennar’s satisfaction of the Assumed Water Facilities Obligations in exchange for the one-time payment to the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, the Parties hereby agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Terminology. Capitalized terms that are not defined in this Second Amendment shall have the meaning ascribed to them in the Facilities Agreement and the Assignment.
3. In-Lieu Fee. Within thirty (30) days of the Effective Date, Lennar shall make a one-time payment to the District in the amount of \$ _____ (“**In-Lieu Fee**”).
4. Full Satisfaction and Release. Upon payment of the In-Lieu Fee, Lennar shall be automatically deemed to have satisfied all of the Assumed Water Facilities Obligations and shall be released from any and all obligations and conditions under the Facilities Agreement.
5. Reimbursement for In-Lieu Fee. On and after the date hereof, should the District receive any funds from ~~either~~ CFD No. 2006-1, ~~the State of California, the Federal Government, or any other person~~ for reimbursement of, or contribution towards, the construction costs of any of the Assumed Water Facilities (“**Third-party Funds**”) to which the In-Lieu Fee was intended to otherwise satisfy, the District shall pay those Third-party Funds to Lennar. ~~The District shall use reasonable efforts to apply for grants or other sources of Third-party Funds to cover in whole or in part the construction costs of any of the Assumed Water Facilities.~~
6. Notices. Any notice to be provided pursuant to this Agreement shall be delivered to the following addresses:

If to Developer: Lennar Homes of California, Inc.
 980 Montecito Dr., Ste. 300
 Corona, CA 92879
 Phone: 951.817.3517
 Email: Geoffrey.Smith@Lennar.com

If to District: [West Valley Water District](#)
[855 W. Base Line](#)
[P.O. Box 920](#)
[Rialto, CA 92377](#)
[Phone: 909-875-1804](#)
[Attention: General Manager](#)
[Email: smanbahal@wvwd.org](mailto:smanbahal@wvwd.org)

7. Assignment. Lennar may assign its interest in this Second Amendment at any time provided, however, that Lennar shall provide written evidence of any assignment to the District.

8. Severability. If any part of this Second Amendment is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Second Amendment shall be given effect to the fullest extent permitted by law.

9. Entire Agreement. This Second Amendment contains the entire agreement between the Parties with respect to the matters provided for herein.

10. Amendments. This Second Amendment may be amended or modified only by written instrument signed by all Parties.

11. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original.

12. Governing Law; Attorneys' Fees. This Second Amendment and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. In any action or proceeding between the Parties arising out of any of the terms and provisions of this Second Amendment, the prevailing party in such action or proceeding shall be awarded, in addition to damages, injunctive or other relief (to the extent permitted under this Second Amendment), its costs and expenses, including, without limitation, attorneys' fees.

13. No Third Party Beneficiaries. No person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Second Amendment (either express or implied) is intended to confer upon any person or entity, other than the District and Lennar, any rights, remedies, obligations or liabilities under or by reason of this Second Amendment.

14. Termination. This Second Amendment shall remain in effect until the Parties have fulfilled their respective obligations set forth herein, unless earlier terminated upon mutual written consent of the Parties.

15. Authority to Enter into Second Amendment. The Parties warrant that each has the legal capacity to enter into this Second Amendment. Each Party warrants that the individuals who have signed this Second Amendment has the legal power, right, and authority to make this agreement and bind the respective Parties they represent.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

LENNAR HOMES OF CALIFORNIA, INC.

By: _____

Name: _____

Title: _____

WEST VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER RECORDATION OF WATER EASEMENT WITH LS-FONTANA, LLC FOR TTM 20010 (LOTS 1-233) FOR MONARCH HILLS DEVELOPMENT

BACKGROUND:

LS-Fontana LLC (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as TTM 20010 (Lots 1-233) for Monarch Hills Development (“Development”). The Development consists of mixed single-family and multi-family residential housing lots requiring water services. Their respective in-tract water facilities will be constructed to allow for new domestic and irrigation connections. The Developer is requesting to record a water easement on TTM 20010 for the new water facilities.

DISCUSSION:

West Valley Water District (“District”) reviewed TTM 20010 and must accept it to record the easement for the water facility construction, inspection, and maintenance within the Development to construct the water facilities needed for the Development. Attached as Exhibit A is a copy of the Tract Map 20010, showing the full extent of the easements within the project.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager or designee to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

BP:an

ATTACHMENT(S):

1. Exhibit A -Tract Map 20010

EXHIBIT A

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION
13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT
PLAT THEREOF.

LOTS 234, 235 AND 236 ARE FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:
WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDED OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
WE HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR STREET AND PUBLIC UTILITIES PURPOSES, IN UNDER AND UPON COYOTE CANYON ROAD AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR SEWER PURPOSES AS SHOWN HEREON.
WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN HEREON.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES LOTS UU AND VV.
WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA FOR LANDSCAPE PURPOSES, LOTS C, I, P, V, W AND BB.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA FOR DEBRIS BASIN PURPOSES, LOTS K AND Q.
WE HEREBY DEDICATE TO WEST VALLEY WATER DISTRICT AN EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES IN, UNDER, OVER AND THROUGH AND ACROSS ALL OF PAPILLO COURT, CONSERVATORY DRIVE, WILBERS LANE, BUTTERFLY DRIVE, COYOTE CANYON ROAD, CATERPILLAR DRIVE, PAULINA LANE, HABITAT DRIVE, MILKWEED COURT, BLUE COPPER WAY, PIPEVINE LANE AND THAT PORTION OF LOT 236, AS SHOWN ON THIS FINAL MAP.

WE HEREBY RESERVE TO OURSELVES PAPILLO COURT, CONSERVATORY DRIVE, SKIPPERS LANE, BUTTERFLY DRIVE, COYOTE CANYON ROAD, CATERPILLAR DRIVE, SMALLMOUNT LANE, MORPHO LANE, PAULINA LANE, HABITAT DRIVE, MILKWEED COURT, BLUE COPPER WAY, PIPEVINE LANE FOR PRIVATE STREET PURPOSES.

WE ALSO HEREBY RESERVE TO OURSELVES LOTS D, G, H, N, O, T, AA, CC, DD, EE, FF, GG, HH, II, LL, NN, OO, RR, SS, TT AND UU FOR LANDSCAPE PURPOSES.

WE ALSO HEREBY RESERVE TO OURSELVES LOTS J AND OO FOR ACCESS PURPOSES.
WE ALSO HEREBY RESERVE TO OURSELVES LOTS L AND M FOR LANDSCAPE PURPOSES AND FIRE ACCESS.

WE ALSO HEREBY RESERVE TO OURSELVES LOTS F AND S FOR OPEN SPACE AND LANDSCAPE PURPOSES.
WE ALSO HEREBY RESERVE TO OURSELVES LOT E FOR PRIVATE PARK AND LANDSCAPE PURPOSES

WE ALSO HEREBY RESERVE TO OURSELVES LOTS X AND Y FOR PRIVATE PARK AND WATER QUALITY PURPOSES.
WE ALSO HEREBY RESERVE TO OURSELVES LOT JJ FOR WATER QUALITY PURPOSES.

LS-FONTANA LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ PRINT NAME: _____
PRINT TITLE: _____

SIGNATURE OMISSIONS:

THE SIGNATURE OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTERESTS SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66438 (c)(3)(A) OF THE SUBDIVISION MAP ACT:
SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENTS RECORDED APRIL 15, 1975 IN BOOK 8657, PAGE 24, AND MAY 28, 1976 IN BOOK 8937, PAGE 313, BOTH OFFICIAL RECORDS OF SAID COUNTY.

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____ BY: RICARDO SANDOVAL
L.S. ENGINEER
CITY OF FONTANA



CITY COUNCIL CERTIFICATE:

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____, 2021, THE SAID CITY COUNCIL APPROVED ON BEHALF OF THE CITY OF FONTANA THIS MAP OF TRACT NO. 20010 AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS.
THIS PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, 2021.

ATTEST: _____ CITY CLERK

TONIA LEWIS
CITY CLERK, CITY OF FONTANA
ACQUANETTA WARREN
MAYOR, CITY OF FONTANA

KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION AND CONTROL IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING AND MAPPING ACT OF CALIFORNIA, AS AMENDED, AND THE PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA. I HEREBY STATE THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORDED, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.



KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.
DATE 12/22/2021

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ _____.
EUGENE WATSON, AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: _____, DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME THIS MAP WAS FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, ASSESSOR-RECORDER-COUNTY CLERK WILLEN LEANST, SAID PROPERTY WAS NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER OWING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATED: _____
LYNNA MONELL, CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

BY: _____, DEPUTY

SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
IN BOOK _____ OF _____, 20____, AT _____ M.
AT THE REQUEST OF _____ AT PAGE _____
IN THE AMOUNT OF \$ _____

BOB BUTTON
SAN BERNARDINO COUNTY RECORDER-COUNTY CLERK
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY RECORDER

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

NUMBERED LOTS = 236
LETTERED LOTS = 33
128,371 ACRES GROSS
121,568 ACRES NET

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
LETTERED LOTS = 39
129.371 ACRES GROSS
121.568 ACRES NET

WEST VALLEY WATER DISTRICT'S CERTIFICATE OF ACCEPTANCE:

I, PEGGY ASCHE, SECRETARY OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT DO HEREBY CERTIFY THAT THE INSTRUMENT HAS BEEN REVIEWED BY THE UNDERSIGNED OFFICER OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT PURSUANT TO GOVERNMENT CODE SECTION 54957 OF THE BOARD OF DIRECTORS, ADOPTED ON OCTOBER 1, 2020.

PEGGY ASCHE, _____
SECRETARY OF THE WEST VALLEY WATER DISTRICT
AND BOARD OF THE DIRECTOR'S THEREOF

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)

ON _____ BEFORE ME, _____ WHO
A NOTARY PUBLIC, PERSONALLY APPEARED
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/HEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR
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:

NOTARY PUBLIC IN AND FOR SAID STATE _____
IN _____ COUNTY

MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

(PRINT NAME)

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)

ON _____ BEFORE ME, _____ WHO
A NOTARY PUBLIC, PERSONALLY APPEARED
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/HEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR
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:

NOTARY PUBLIC IN AND FOR SAID STATE _____
IN _____ COUNTY

MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

(PRINT NAME)

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____)

ON _____ BEFORE ME, _____ WHO
A NOTARY PUBLIC, PERSONALLY APPEARED
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/HEY
EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR
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:

NOTARY PUBLIC IN AND FOR SAID STATE _____
IN _____ COUNTY

MY COMMISSION EXPIRES: _____
MY COMMISSION NO.: _____

(PRINT NAME)

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION
 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL MAP
 THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCO ENGINEERING, INC.

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 129.371 ACRES GROSS
 121.568 ACRES NET

MONUMENT NOTES:

- INDICATES FOUND MONUMENT AS NOTED
 - INDICATES 1" IRON PIPE TAGGED L.S. 7854 TO BE SET IN THE EVENT THE ABOVE DESCRIBED MONUMENT CANNOT BE SET. A TAG WITH L.S. 7854 WILL BE AFFIXED IN CONCRETE, STONE, WOOD, OR METAL AT ALL TRUE POSITION CALLED FOR BY THIS MAP.
- 11015 FOUND BOAT SPIKE AND WASHER "LS 7845" PER R1, DN. 0.2.
 - 11016 ESTABLISHED SOUTHEAST CORNER OF SECTION 13, T1N, R6W, S.B.M. BY INTERSECTION USING THE FOUND MONUMENTS TO THE NORTH AND TO THE WEST. FOUND 1" IRON PIPE WITH PLASTIC CAP "LS 3821", NO REFERENCE, FLUSH, 0.25' S1/4 S1/4 SND CORNER.
 - 11017 FOUND 1" IRON PIPE WITH 5/8" REBAR INSIDE, NO REFERENCE, ACCEPTED AS 1" IRON PIPE WITH PLASTIC CAP "CAL DOT" FOUND AT THE E 1/4 COR. OF SEC. 13, T1N, R6W, S.B.M., PER R4, DN 0.25.
 - 11020 FOUND EMPTY 2" IRON PIPE, PER R6, UP 0.4.
 - 11022 FOUND 1.5" IRON PIPE WITH 1.5" BRASS DISK "T1N-R6W 1/4 S14, S13 S.B. CO. SURV. 1972" IN ROCK MOUND 1.4' PER R6, UP 0.2.
 - 11044 FOUND 5/8 REBAR WITH PLASTIC PLUG ILLEGIBLE, PER R2, DN. 0.1.
 - 11055 FOUND 2" IRON PIPE WITH 3" BRASS DISK "SOUTHERN CALIFORNIA EDISON COMPANY C.L. P.O.T. L5-201-2 LS 2380" PER R5, UP 0.1.
 - 11066 FOUND 2" IRON PIPE "LS 7635" PER M.B. PER R3, DN. 0.1.
 - 11088 FOUND 1" IRON PIPE WITH PLASTIC PLUG AND NAIL "PLS 3821", NO REFERENCE, FLUSH.
 - 11089 FOUND LEAD, TACK AND TAG "LS 7300" PER R1, FLUSH.
 - 11111 FOUND 1" IRON PIPE "LS 7845" PER R2, DN. 2.2' (SEE SHEET 4).
 - 11114 FOUND 2" BRASS DISK IN ROCK STAMPED "SAN BERNARDINO CO. SURVEYOR T1N R6W 1/4 S12-S13 WC N89-09E 68.57 1972" PER R6.
 - 11115 FOUND ROCK WITH DIMPLE SET IN CONCRETE ON TOP OF 4" SQUARE CAST IRON POST. MARKING ON NORTH SIDE: "SCRR 1512, MARKING ON EAST SIDE: "SEPR66 T1N N57" MARKING ON SOUTH SIDE: "SW 518", MARKING ON WEST SIDE: "R6N612" PER R6.
 - 11116 FOUND 2.5" BRASS DISK "T1N, R6W/R6W 12-18-24-19 LS 4218" PER R2, DN. 0.8.
 - 11117 FOUND 1.5" IRON PIPE WITH 1.5" BRASS DISK "T1N-R6W C1/4 SEC13 SB.CO. SURV. 1972" PER R6, SET IN ROCK MOUND, UP 0.7.
 - 11119 FOUND 1" IRON PIPE "LS 7300" PER R1, FLUSH.
 - 11122 FOUND 2" BRASS DISK "SOUTHERN CALIFORNIA EDISON COMPANY C.L. P.O.T. 1-15-200-2 LS 2380" PER R3, UP 0.1.
 - 11123 FOUND 1" IRON PIPE WITH PLASTIC PLUG, ILLEGIBLE, NO REFERENCE, UP 0.2. ACCEPTED AS INTERSECTION.
 - 11129 FOUND 1" IRON PIPE "LS 7845" PER R2, DN. 0.3.
 - 11134 FOUND 3.5" ALUMINUM DISK "LADWP POWER SYSTEM LS 3280 SURVEY POINT NO. L581-R175" PER R4, FLUSH.
 - 11135 FOUND 3.5" ALUMINUM DISK "LADWP POWER SYSTEM LS 3280 SURVEY POINT NO. L581-R174" PER R4, UP 0.4.
 - 11136 FOUND 3.5" ALUMINUM DISK "LADWP POWER SYSTEM LS 3280 SURVEY POINT NO. L581-R173" PER R4, UP 0.4.
 - 11138 FOUND 3.5" ALUMINUM DISK "LADWP POWER SYSTEM LS 3280 SURVEY POINT NO. L581-R171" PER R4, UP 0.4.
 - 11139 FOUND 1" IRON PIPE "LS 7300" PER R1, DN. 0.4.
 - 11140 FOUND 1" IRON PIPE "LS 7300" PER R1, DN. 0.4.
 - 11145 FOUND 1" IRON PIPE "LS 7300" PER R1, DN. 0.4.

RECORD REFERENCES:

- R1 R.S.B. 159/50-56
- R2 R.S.B. 136/69-71
- R3 TRACT NO. 18824, M.B. 336/17-22.
- R4 R.S.B. 41/71-81
- R5 R.S.B. 55/78
- R6 CS 7090.
- D1 GRANT DEED REC. 5/02/67 IN BK. 8812, PG. 836, O.R.
- D2 GRANT DEED REC. 11/26/73 IN BK. 8314, PG. 57, O.R.
- D3 GRANT DEED REC. 1/20/75 IN BK. 8598, PG. 20, O.R.
- D4 GRANT DEED REC. 6/24/2011 AS INST. NO. 2011-0257724, O.R.
- D5 GRANT DEED REC. 6/24/2011 AS INST. NO. 2011-0257722, O.R.
- D6 GRANT DEED REC. _____ AS INST. NO. _____ O.R.
- D7 GRANT DEED REC. _____ AS INST. NO. _____ O.R.
- D8 GRANT DEED REC. _____ AS INST. NO. _____ O.R.

EASEMENT NOTE:

- ▲ 330' WIDE SOUTHERN CALIFORNIA EDISON R/W ESTABLISHED PER GRANT DEED REC. 6/21/75 IN BK. 8709, PG. 4, O.R.

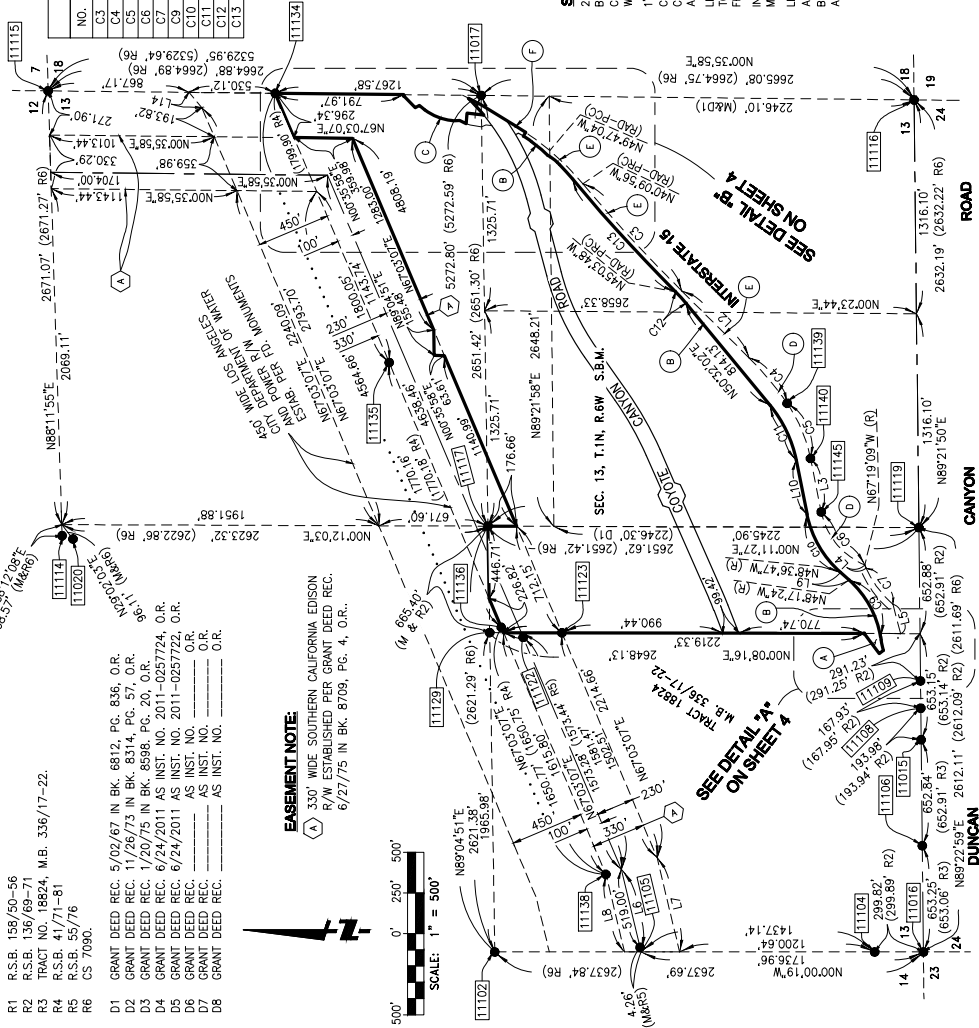


CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C3	05°02'17"	10214.14'	898.14'
C4	10°39'57"	1967.22'	366.21'
C5	23°08'07"	918.10'	370.72'
C6	55°55'00"	450.05'	439.22'
C7	25°13'12"	633.07'	278.66'
C9	35°38'45"	605.04'	408.10'
C10	37°12'38"	645.04'	418.89'
C11	28°03'49"	775.00'	379.60'
C12	05°35'51"	955.00'	93.29'
C13	05°15'41"	10246.00'	940.88'

LINE TABLE			
NO.	BEARING	LENGTH	
L2	N44°47'47"E	583.83'	(583.77' D2)
L3	N76°35'51"E	335.89'	(335.97' R1 & D4)
L4	N65°58'37"E	21.45'	
L5	N75°39'08"E	186.92'	(187.26' D5)
L6	N76°31'55"E	523.20'	(523.16' R5)
L7	N76°31'55"E	597.19'	(597.25' R5)
L8	N76°31'55"E	491.03'	(490.96' R4)
L9	N41°42'36"E	70.74'	(M & D6)
L10	N78°35'51"E	340.05'	(M & D6)
L14	N50°07'17"E	123.53'	(M & D6)

SURVEYORS NOTE

2" I.P. WITH BRASS TAG "PLS 7854" TO BE SET AT ALL TRACT BOUNDARY CORNERS UNLESS OTHERWISE NOTED. IN THE EVENT THIS TAG IS NOT FOUND, A 1" IRON PIPE WITH PLASTIC CAP "LS 7854" WILL BE SET ON TOP OF WALL OR WALL FOOTING OR SIDEWALK.
 1" I.P. WITH BRASS TAG STAMPED "PLS 7854" TO BE SET AT ALL CENTERLINE B.C.S., E.C.S., P.C.C.S., P.C.C.S. AND OTHER POINTS OF LEAD AND TACK WITH BRASS TAG STAMPED "PLS 7854" TO BE SET IN TOP OF CURB OR PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
 INTERIOR LOT CORNERS AND LOT LINE E.C.S. AND B.C.S. TO BE MONUMENTED AS FOLLOWS:
 LEAD AND TACK WITH BRASS TAG STAMPED "PLS 7854" TO BE SET AT ALL BRASS TAG LOCATIONS WHERE TAG FALLS IN CONCRETE. 1" I.P. WITH BRASS TAG STAMPED "PLS 7854" TO BE SET WHERE TAG FALLS IN ASPHALT OR IN LANDSCAPE AREAS.



SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT NOTES AND HORIZONTAL DATUM AND BASIS OF BEARINGS.

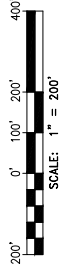
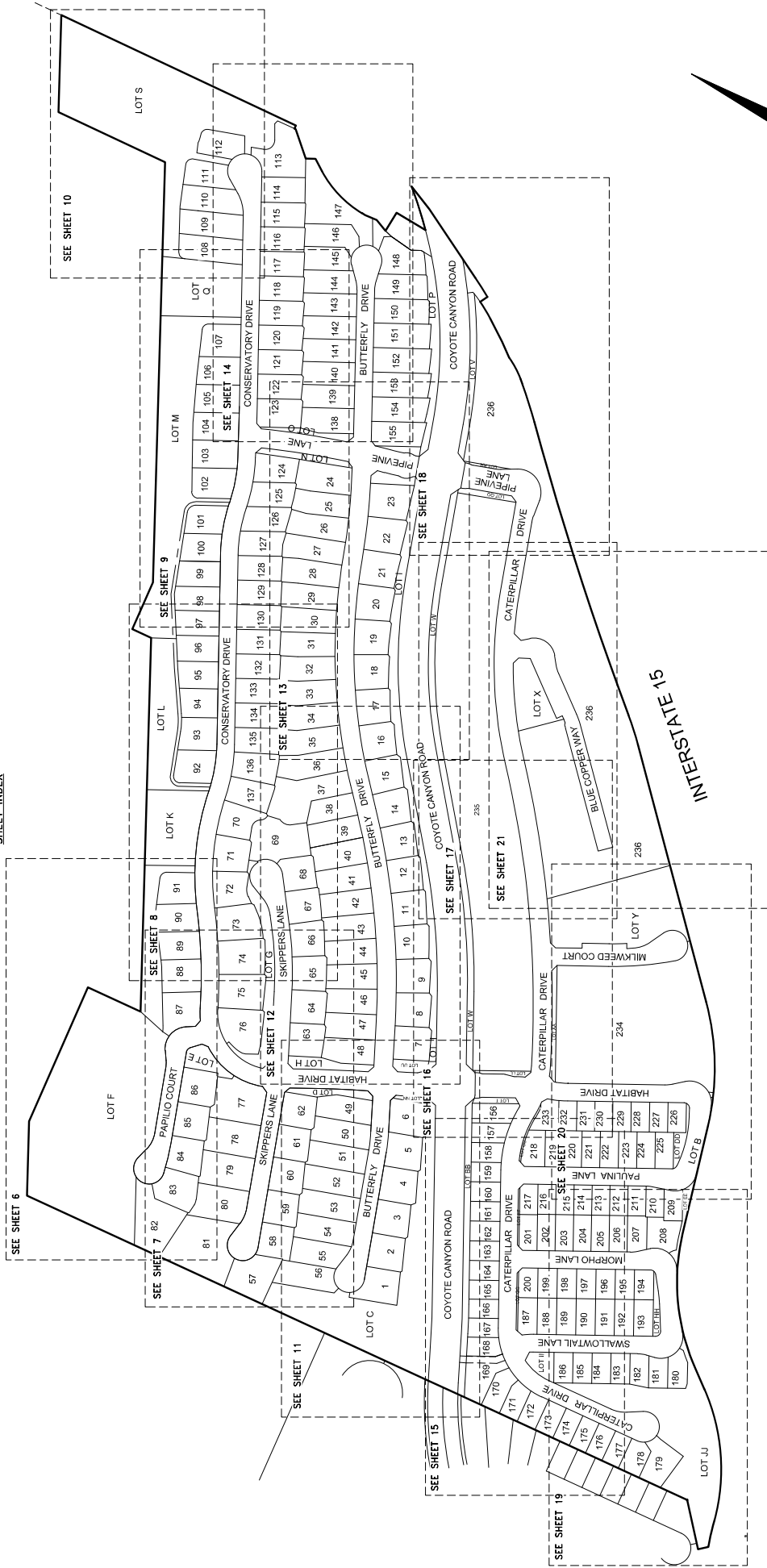
TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1
NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

SHEET INDEX

NUMBERED LOTS = 236
LETTERED LOTS = 39
128,371 ACRES GROSS
121,568 ACRES NET



TRACT NO. 20010

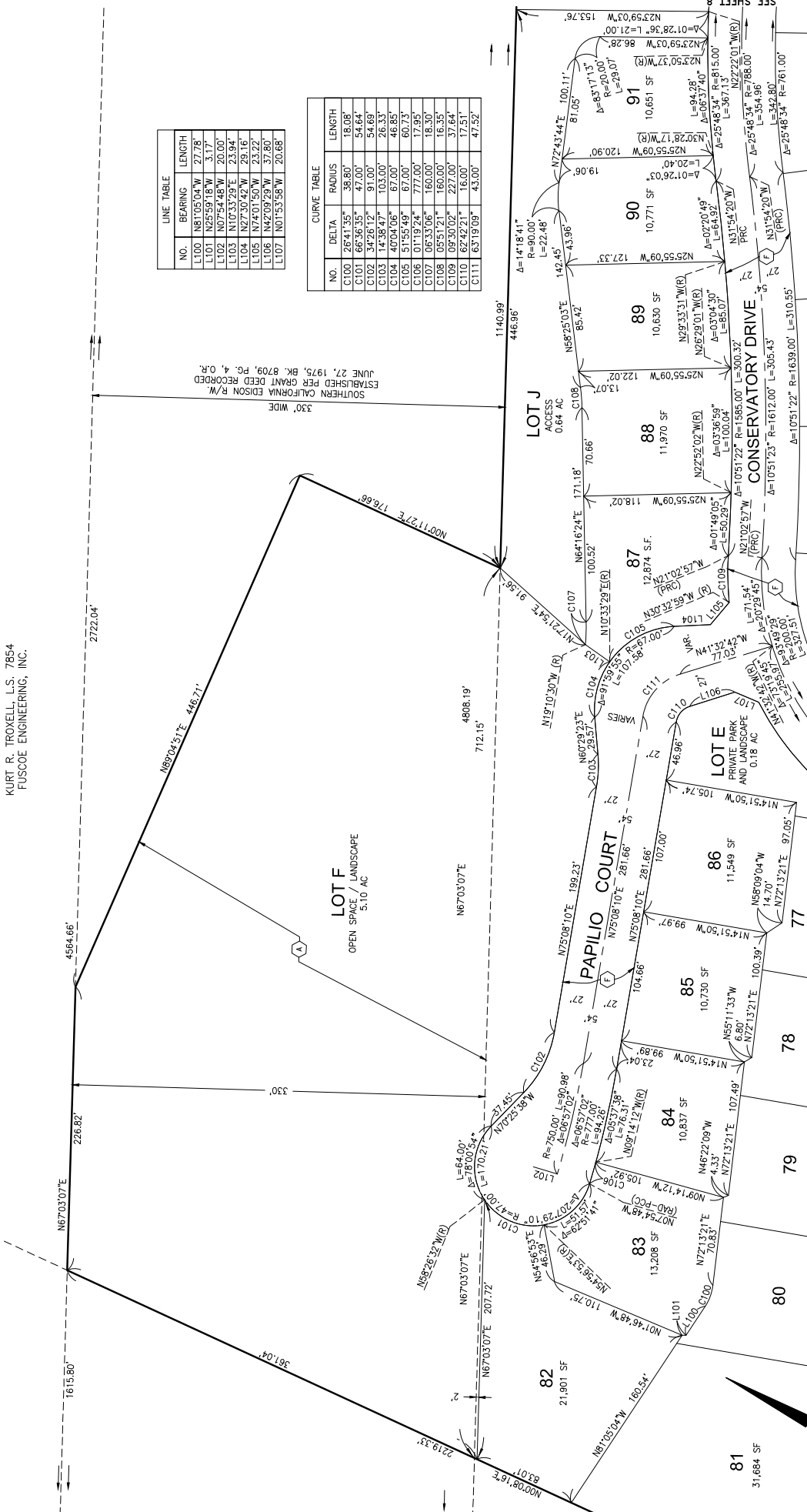
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 128,371 ACRES GROSS
 121,568 ACRES NET

NO.	BEARING	LENGTH
L100	N81°05'04"W	27.78'
L101	N25°59'18"W	3.17'
L102	N07°54'48"W	20.00'
L103	N10°33'29"E	23.94'
L104	N27°30'42"W	29.16'
L105	N74°01'50"W	23.22'
L106	N42°09'29"W	37.80'
L107	N01°53'55"W	20.66'

NO.	DELTA	RADIUS	LENGTH
C100	26°41'35"	38.80'	18.08'
C101	66°36'35"	47.00'	54.64'
C102	34°26'12"	91.00'	54.69'
C103	14°38'47"	103.00'	26.33'
C104	40°04'06"	67.00'	46.85'
C105	51°55'49"	67.00'	60.73'
C106	01°19'24"	777.00'	17.95'
C107	05°33'06"	160.00'	18.30'
C108	05°51'21"	160.00'	16.35'
C109	09°30'02"	227.00'	37.64'
C110	82°42'21"	16.00'	17.51'
C111	83°19'09"	43.00'	47.52'



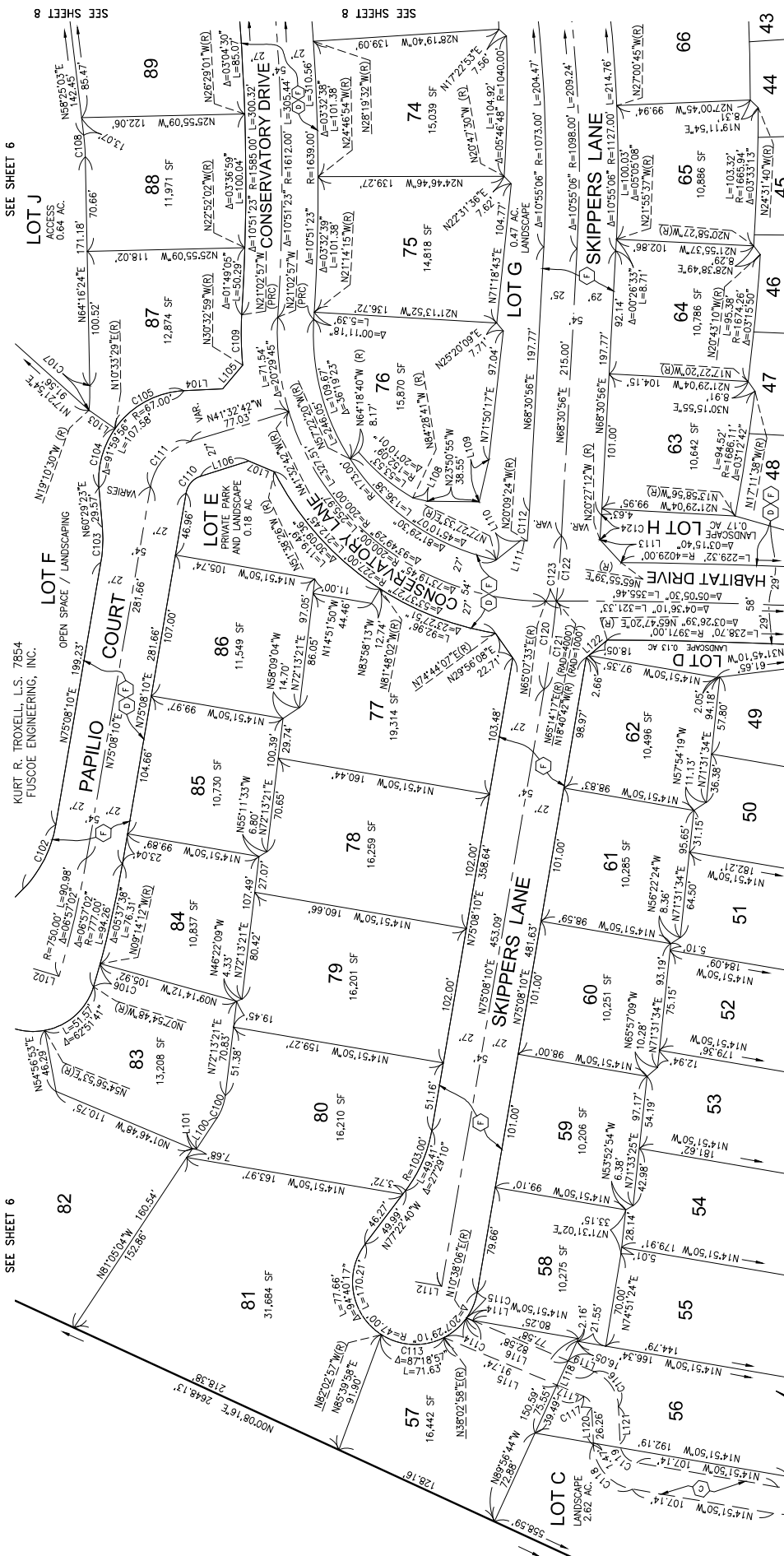
SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS

EASEMENT NOTES:
 (A) SOUTHERN CALIFORNIA EDISON R/W PER GRANT DEED OF EASEMENT RECORDED APRIL 15, 1975 IN BK. 8657, PG.24, O.R.
 (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11
NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

NUMBERED LOTS = 236
LETTERED LOTS = 39
236,371 ACRES GROSS
121.568 ACRES NET



SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS

NO.	BEARING	LENGTH
L113	N22°44'14"E	23.33'
L114	N22°06'21"W	4.99'
L115	N01°46'28"W	113.26'
L116	N01°46'28"W	21.50'
L117	N01°46'28"W	20.88'
L118	N01°46'28"W	20.88'
L119	N01°46'28"W	20.88'
L120	N62°52'21"E	27.73'
L121	N62°52'21"E	27.73'
L122	N64°33'15"W	20.71'

NO.	BEARING	LENGTH
L100	N81°05'04"W	27.78'
L101	N25°59'18"W	3.10'
L102	N10°45'47"E	20.07'
L103	N27°30'42"W	29.16'
L104	N44°01'50"W	23.22'
L105	N44°01'50"W	23.22'
L106	N42°09'29"W	37.80'
L107	N01°53'55"W	20.68'
L108	N12°00'47"W	11.16'
L109	N78°25'22"E	32.30'
L110	N62°57'57"W	23.34'
L111	N20°09'24"W	5.00'
L112	N14°51'50"W	20.00'

NO.	DELTA	RADIUS	LENGTH
C113	59°54'05"	47.00'	49.14'
C114	27°24'52"	47.00'	22.49'
C115	64°38'49"	30.00'	33.85'
C116	64°38'49"	30.00'	11.28'
C117	77°44'11"	35.00'	47.49'
C118	77°44'11"	15.00'	20.35'
C119	06°37'14"	1000.00'	115.55'
C120	03°48'52"	1000.00'	66.57'
C121	02°48'22"	1000.00'	48.98'
C122	00°06'44"	4000.00'	7.83'
C123	01°01'52"	1027.00'	18.48'

NO.	DELTA	RADIUS	LENGTH
C100	28°41'35"	38.80'	18.08'
C101	50°38'57"	9.00'	9.46'
C102	14°38'47"	103.00'	26.33'
C103	40°04'06"	67.00'	46.85'
C104	51°55'49"	67.00'	60.23'
C105	01°19'24"	777.00'	17.95'
C106	06°33'06"	160.00'	18.30'
C107	06°33'06"	160.00'	16.35'
C108	05°19'21"	227.00'	37.64'
C109	09°30'02"	227.00'	37.64'
C110	62°42'21"	16.00'	17.51'
C111	63°19'09"	43.00'	47.52'
C112	01°19'40"	973.00'	22.55'

NO.	BEARING	LENGTH
L113	N22°44'14"E	23.33'
L114	N22°06'21"W	4.99'
L115	N01°46'28"W	113.26'
L116	N01°46'28"W	21.50'
L117	N01°46'28"W	20.88'
L118	N01°46'28"W	20.88'
L119	N01°46'28"W	20.88'
L120	N62°52'21"E	27.73'
L121	N62°52'21"E	27.73'
L122	N64°33'15"W	20.71'

NO.	BEARING	LENGTH
L100	N81°05'04"W	27.78'
L101	N25°59'18"W	3.10'
L102	N10°45'47"E	20.07'
L103	N27°30'42"W	29.16'
L104	N44°01'50"W	23.22'
L105	N44°01'50"W	23.22'
L106	N42°09'29"W	37.80'
L107	N01°53'55"W	20.68'
L108	N12°00'47"W	11.16'
L109	N78°25'22"E	32.30'
L110	N62°57'57"W	23.34'
L111	N20°09'24"W	5.00'
L112	N14°51'50"W	20.00'

SEE SHEET 11

- EASEMENT NOTES:
- (C) EASEMENT TO THE CITY OF FONTANA, FOR FIRE ROAD PURPOSES.
 - (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 - (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

SEE SHEET 12

SEE SHEET 6

SEE SHEET 8

SEE SHEET 8

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

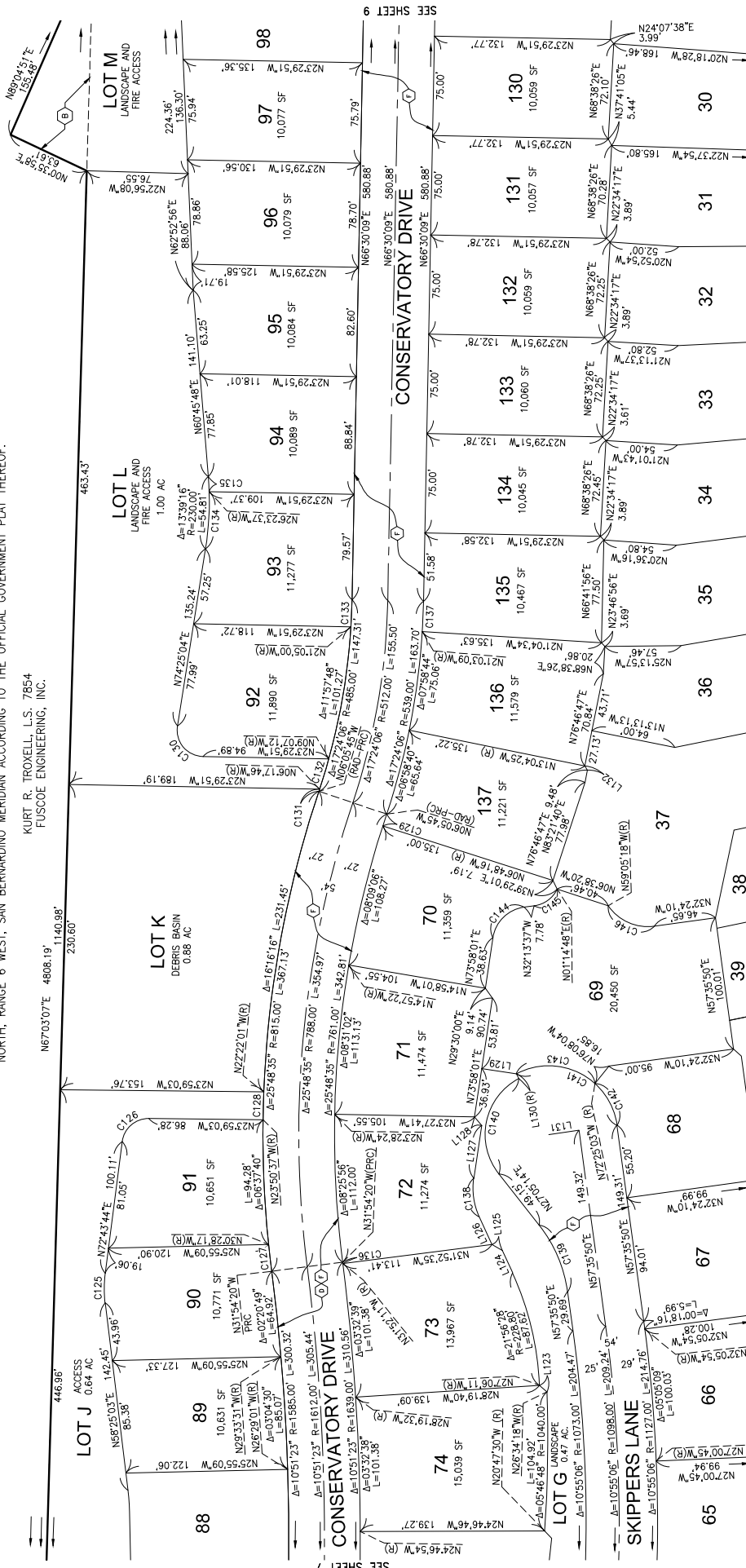
SEE SHEET 6

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 128,371 ACRES GROSS
 121,568 ACRES NET



SEE SHEET 13

SEE SHEET 12

SEE SHEET 12

SEE SHEET 12

SEE SHEET 12

SEE SHEET 12

SEE SHEET 12

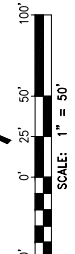
NO.	BEARING	LENGTH
L123	N1722.53°E	7.56'
L124	N4057.21°E	18.79'
L125	N0439.23°E	9.10'
L126	N4057.21°E	23.12'
L127	N7358.01°E	40.14'
L128	N2515.10°E	8.52'
L129	N1601.59°W	26.39'
L130	N3241.59°W	23.00'
L131	N3155.55°E	3.68'

NO.	DELTA	RADIUS	LENGTH
C140	100.1304°	48.00'	83.96'
C141	110.1732°	100.10'	100.10'
C142	40.0053°	52.00'	36.32'
C143	70.1659°	52.00'	63.78'
C144	73.4822°	27.40'	35.30'
C145	56.3135°	22.60'	22.30'
C146	63.1852°	36.34'	40.16'

NO.	DELTA	RADIUS	LENGTH
C125	141.841°	90.00'	22.48'
C126	83.1713°	20.00'	20.00'
C127	01.2603°	815.00'	20.40'
C128	01.2836°	815.00'	21.00'
C129	00.4231°	761.00'	9.41'
C130	97.5455°	20.00'	34.18'
C131	00.1201°	485.00'	1.70'
C132	07.4926°	485.00'	23.90'
C133	02.2451°	485.00'	20.44'
C134	10.4844°	230.00'	43.40'
C135	06.3036°	230.00'	11.41'
C136	02.2602°	459.00'	23.00'
C137	02.2602°	459.00'	29.73'
C138	33.0040°	51.60'	29.73'
C139	30.3036°	104.00'	55.38'

- EASEMENT NOTES:**
- (A) SOUTHERN CALIFORNIA EASEMENT PER GRANT OF EASEMENT RECORDED MAY 28, 1976 IN BK. 6937, PG. 315 O.R.
 - (B) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 - (C) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS

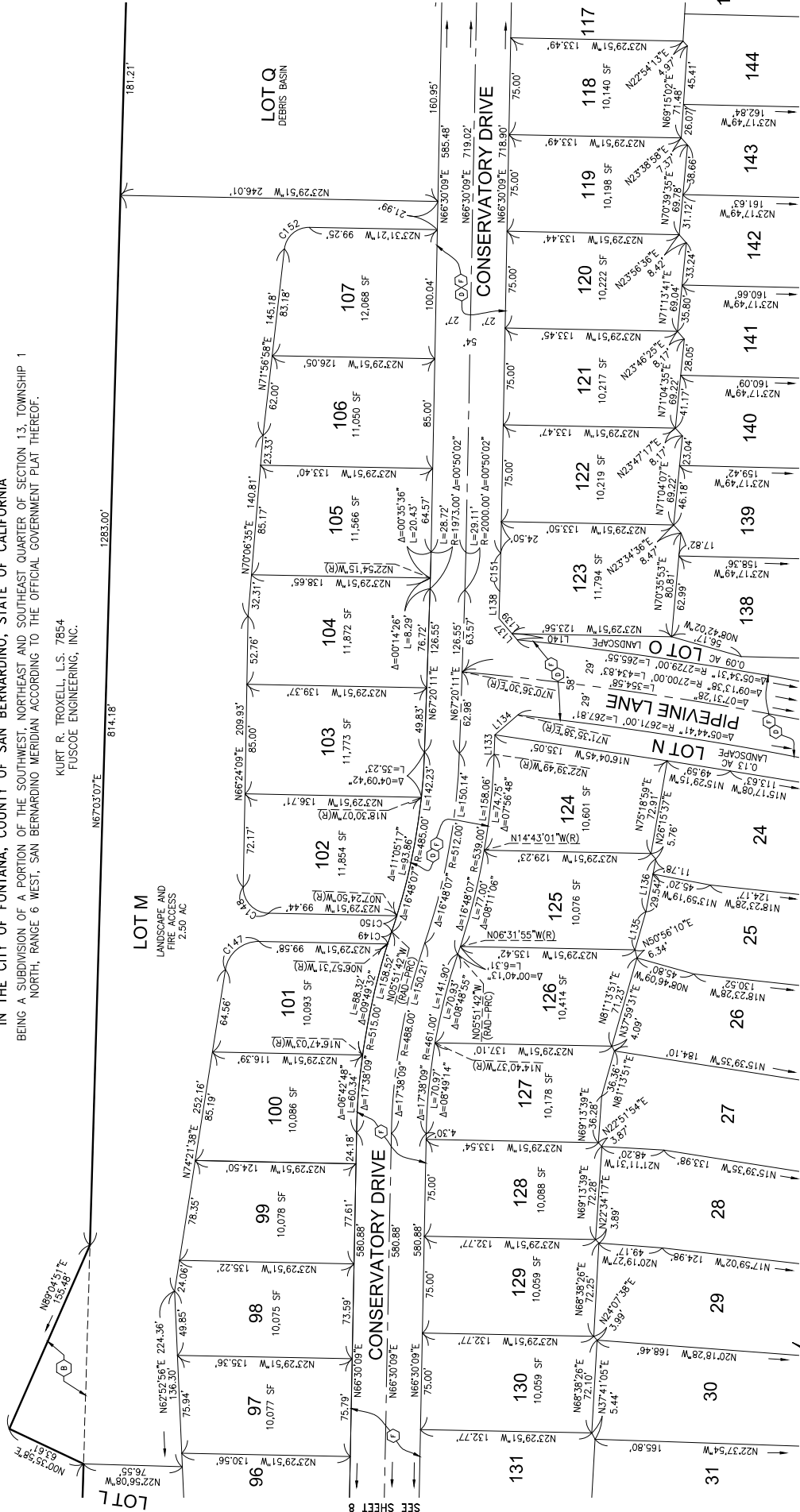


NUMBERED LOTS = 236
LETTERED LOTS = 39
23,371 ACRES GROSS
121,568 ACRES NET

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11
NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAN THEREOF.

KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

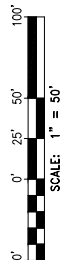


- EASEMENT NOTES:**
- (B) SOUTHERN CALIFORNIA EASEMENT PER GRANT OF EASEMENT RECORDED MAY 28, 1976 IN BK. 8937, PG. 313 O.R.
 - (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 - (F) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

NO.	BEARING	LENGTH
L133	N67°20'11"E	15.06'
L134	N65°32'06"W	23.45'
L135	N61°13'51"E	30.86'
L136	N76°00'41"E	13.14'
L137	N67°20'39"E	21.92'
L138	N64°20'38"E	15.68'
L140	N64°20'38"E	6.24'

NO.	DELTA	RADIUS	LENGTH
C147	62°08'31"	26.00'	37.27'
C148	89°54'09"	20.00'	31.36'
C149	01°05'49"	515.00'	9.86'
C150	01°33'08"	465.00'	13.14'
C151	00°30'02"	2027.00'	28.50'
C152	84°31'41"	19.00'	26.03'

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS

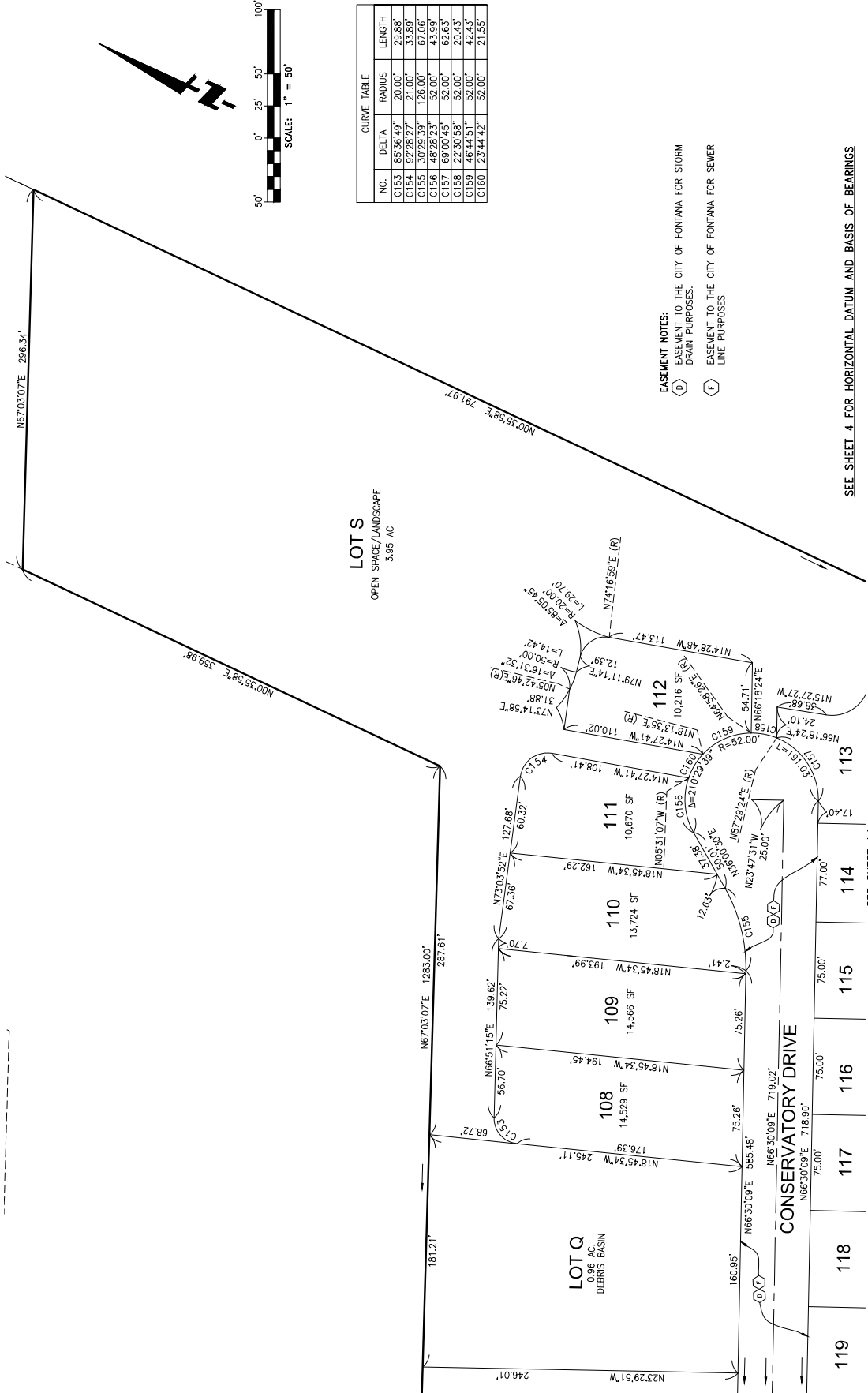


TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 128,371 SQUARE FEET GROSS
 121.568 ACRES NET



NO.	DELTA	RADIUS	LENGTH
C153	55°56'43"	20.00'	29.86'
C154	57°28'27"	21.00'	31.86'
C155	30°29'59"	126.00'	67.06'
C156	48°28'23"	52.00'	43.99'
C157	69°00'45"	52.00'	62.63'
C158	27°30'58"	52.00'	20.43'
C159	46°44'51"	52.00'	42.43'
C160	23°44'42"	52.00'	21.55'

EASEMENT NOTES:
 (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS

SEE SHEET 14

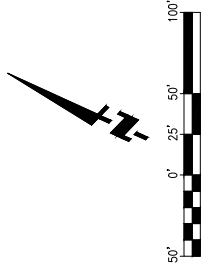
SEE SHEET 9

NUMBERED LOTS = 236
 TOTAL LOTS = 236
 129.377 ACRES, 600S.
 121.568 ACRES NET

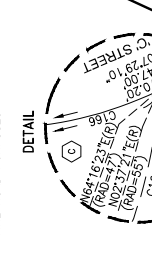
TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCO ENGINEERING, INC.

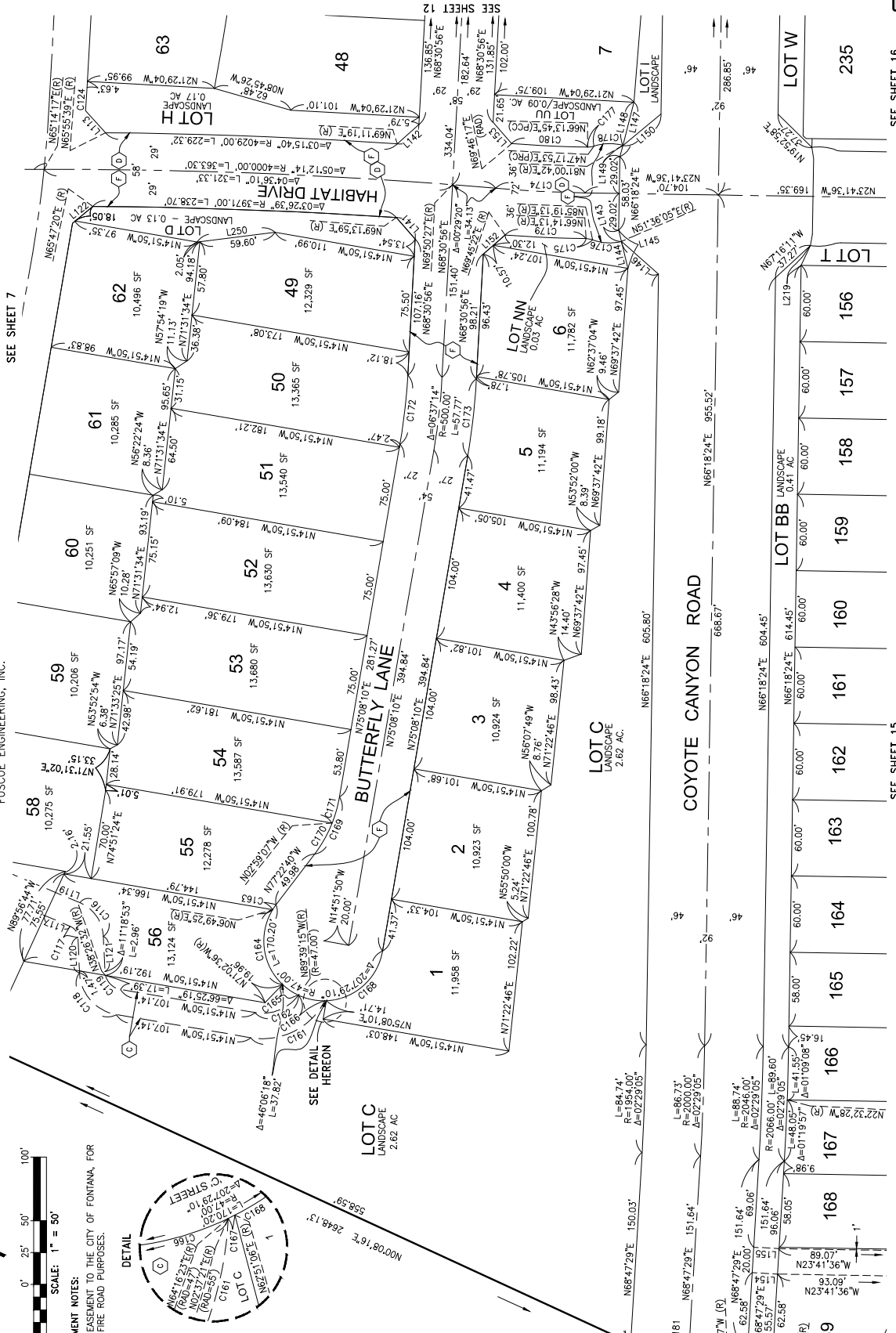


EASEMENT NOTES:
 (C) EASEMENT TO THE CITY OF FONTANA, FOR FIRE ROAD PURPOSES.



NO.	DELTA	RADIUS	LENGTH
C116	64°38'49"	30.00'	33.85'
C117	64°38'49"	10.00'	11.28'
C118	77°44'11"	35.00'	47.49'
C119	77°44'11"	15.00'	20.35'
C120	01°01'52"	1027.00'	18.48'
C121	01°01'52"	55.00'	69.61'
C122	63°18'26"	35.00'	36.67'
C123	05°47'55"	47.00'	4.76'
C124	77°52'01"	47.00'	63.87'
C125	18°36'39"	47.00'	15.27'
C126	26°04'22"	47.00'	21.39'
C127	01°25'56"	47.00'	11.71'
C128	77°49'10"	103.00'	94.41'
C129	15°56'27"	103.00'	28.08'
C130	11°52'43"	103.00'	21.35'
C131	06°37'14"	473.00'	54.66'
C132	06°37'14"	527.00'	60.90'
C133	19°05'00"	1000.00'	70.22'
C134	19°05'00"	16.00'	5.33'
C135	33°43'08"	39.00'	22.95'
C136	18°55'52"	16.00'	5.29'
C137	33°42'49"	39.00'	22.95'
C138	03°31'09"	1036.00'	63.63'
C139	03°32'32"	964.00'	59.60'
C140	01°53'46"	1050.00'	16.42'
C141	01°58'26"	1004.00'	34.59'
C142	02°28'37"	984.00'	42.54'

EASEMENT NOTES:
 (C) EASEMENT FOR FIRE ROAD PURPOSES DEDICATED HEREON.
 (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.



SEE SHEET 7

SEE SHEET 16

SEE SHEET 15

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

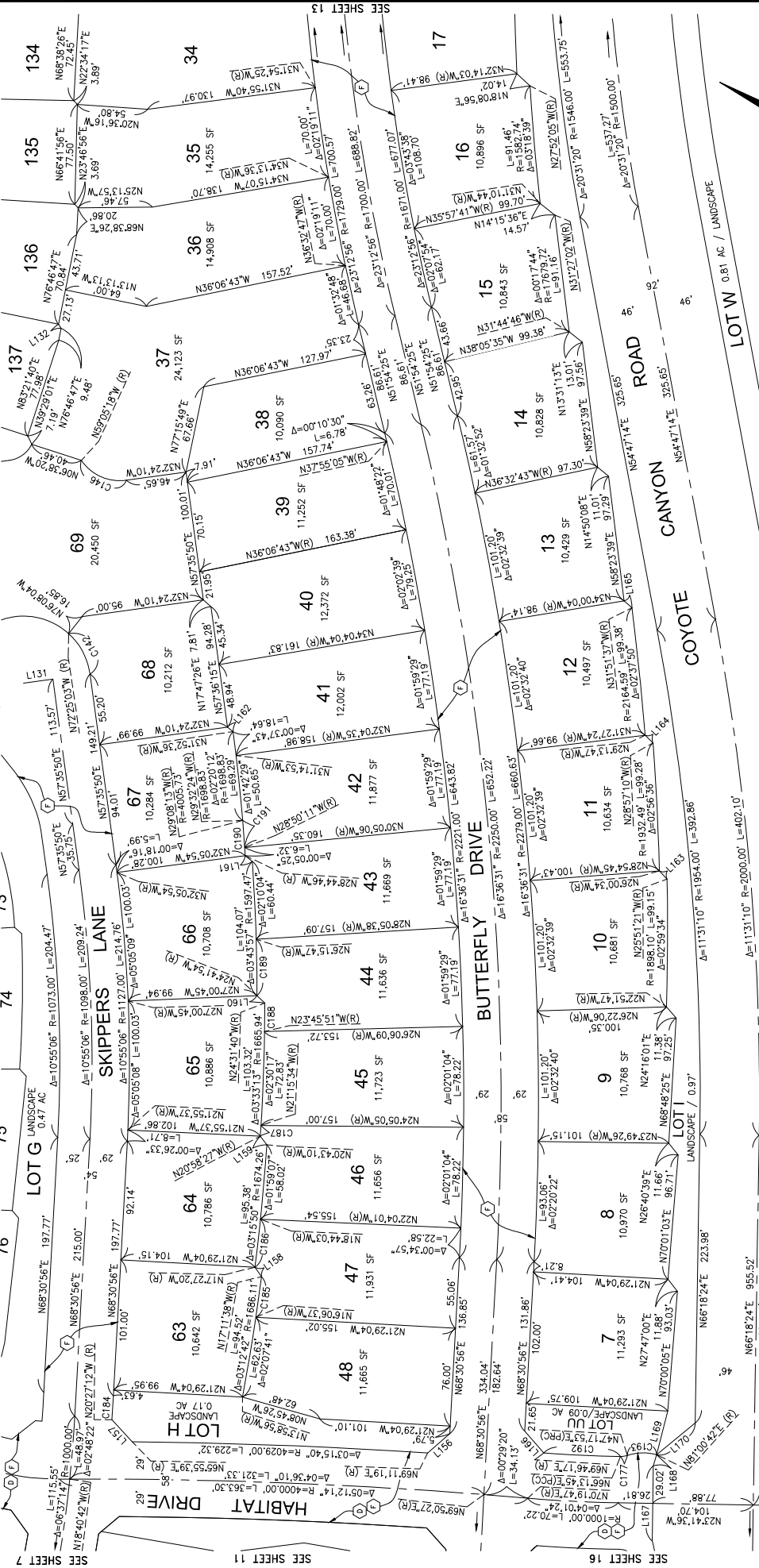
KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
LETTERED LOTS = 39
23,371 ACRES GROSS
121.568 ACRES NET

SEE SHEET 8

SEE SHEET 7

SEE SHEET 7



EASEMENT NOTES:

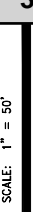
- (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
- (F) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

NO.	DELTA	RADIUS	LENGTH
C100	0°23'27"	4095.73'	277.33'
C181	0°01'18.02"	4095.73'	21.01'
C192	0°33'32"	964.00'	59.60'
C193	33°42'43"	39.00'	22.95'

NO.	DELTA	RADIUS	LENGTH
C142	4°00'53"	52.00'	36.92'
C146	6°51'18.92"	36.94'	40.16'
C177	18°55'52"	16.00'	5.29'
C184	01°01'52"	1027.00'	18.48'
C185	01°05'01"	1686.11'	31.89'
C186	01°16'43"	1674.26'	37.36'
C187	00°17'07"	1665.94'	8.29'
C188	00°45'49"	1665.94'	22.20'
C189	01°33'53"	1597.47'	43.63'

LINE	BEARING	LENGTH
L131	N2°41'50"W	23.00'
L132	N3°15'11"E	3.68'
L156	N6°08'52"W	22.76'
L157	N2°44'14"E	23.33'
L158	N3°15'55"E	8.91'
L159	N2°38'49"E	8.29'
L160	N1°11'54"E	8.31'
L161	N1°46'51"E	7.12'
L162	N1°48'51"E	5.64'

NO.	BEARING	LENGTH
C190	0°23'27"	4095.73'
C191	0°01'18.02"	4095.73'
C192	0°33'32"	964.00'
C193	33°42'43"	39.00'

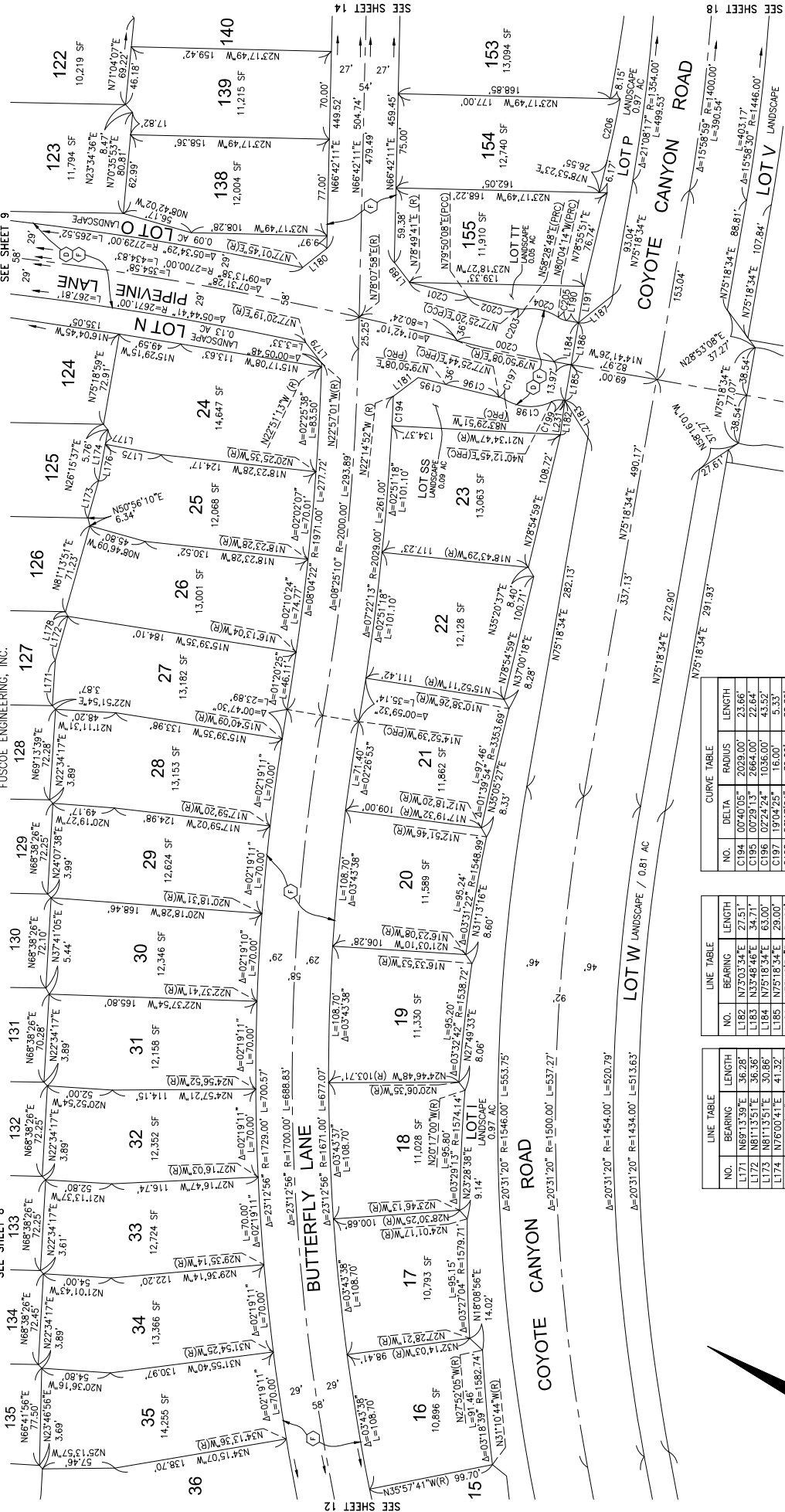


TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROKELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 128.371 ACRES GROSS
 121.568 ACRES NET

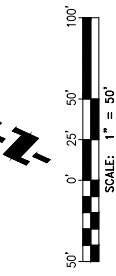


EASEMENT NOTES:
 (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

NO.	DELTA	RADIUS	LENGTH
C184	08°24'05"	2029.00'	23.86'
C185	07°39'13"	260.00'	3.53'
C186	07°24'24"	1035.00'	44.59'
C187	19°04'25"	18.00'	5.33'
C188	56°17'24"	39.00'	38.33'
C189	35°05'49"	18.00'	9.80'
C200	04°31'34"	1000.00'	79.00'
C201	01°00'27"	2736.00'	48.11'
C202	02°24'48"	984.00'	40.60'
C203	18°56'32"	16.00'	5.29'
C204	41°26'58"	39.00'	28.21'
C205	24°37'12"	16.00'	6.88'
C206	02°47'35"	1024.31'	49.93'

NO.	BEARING	LENGTH
L171	N69°13'39"E	35.28'
L172	N61°13'51"E	36.36'
L173	N61°13'51"E	30.86'
L174	N61°13'51"E	45.20'
L175	N1°59'19"W	45.20'
L176	N7°00'04"E	29.54'
L177	N7°00'04"E	11.78'
L178	N7°59'31"E	4.09'
L179	N2°11'39"E	20.51'
L180	N6°08'02"E	24.57'
L181	N6°12'58"W	24.80'

NO.	DELTA	RADIUS	LENGTH
L182	N75°03'34"E	27.91'	27.91'
L183	N75°03'34"E	26.00'	26.00'
L184	N75°18'34"E	63.00'	63.00'
L185	N75°18'34"E	29.00'	29.00'
L186	N75°18'34"E	34.00'	34.00'
L187	N63°11'39"W	20.11'	20.11'
L188	N27°45'56"E	20.11'	20.11'
L189	N14°41'26"W	10.09'	10.09'
L190	N14°41'26"W	29.26'	29.26'
L191	N74°44'52"E	29.26'	29.26'
L231	N14°41'26"W	1.38'	1.38'

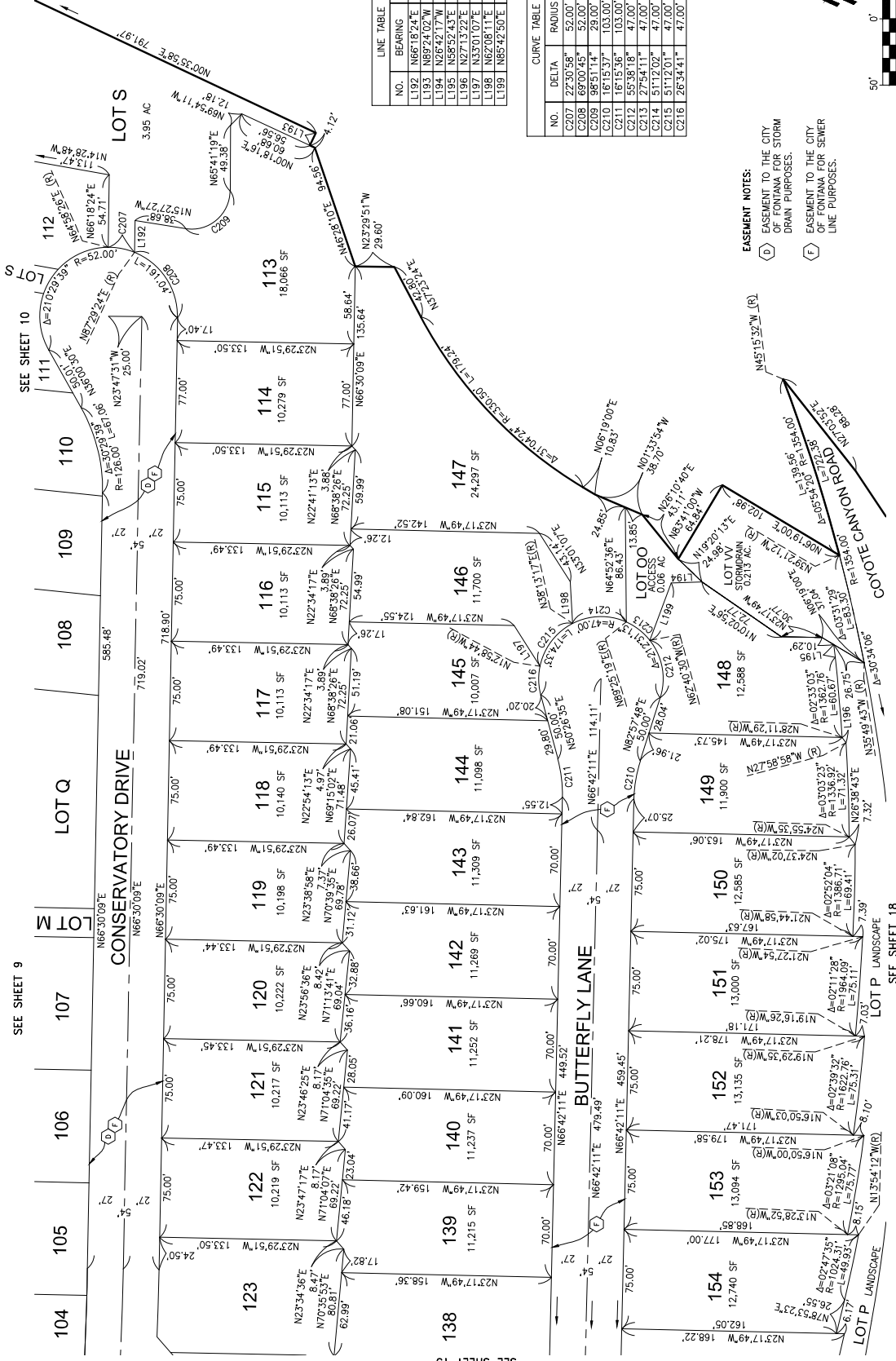


TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1
NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

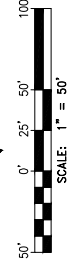
NUMBERED LOTS = 236
LETTERED LOTS = 39
28,371 ACRES GROSS
121.568 ACRES NET



NO.	BEARING	LENGTH
L192	N66°18'24"E	24.10'
L193	N69°24'02"W	10.64'
L194	N26°42'17"W	23.30'
L195	N59°52'43"E	9.70'
L196	N27°13'22"E	4.92'
L197	N33°01'07"E	36.33'
L188	N62°08'10"E	31.94'
L189	N65°42'50"E	46.24'

NO.	DELTA	RADIUS	LENGTH
C207	22°30'56"	52.00'	20.43'
C208	69°00'45"	52.00'	62.63'
C209	95°51'14"	29.00'	50.03'
C210	16°16'37"	103.00'	29.23'
C211	45°43'48"	17.00'	48.64'
C212	27°54'11"	47.00'	22.89'
C214	51°12'02"	47.00'	42.00'
C215	51°12'04"	47.00'	42.00'
C216	26°34'41"	47.00'	21.80'

- EASEMENT NOTES:
- (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 - (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.



SEE SHEET 9

SEE SHEET 10

SEE SHEET 11

SEE SHEET 12

SEE SHEET 13

SEE SHEET 14

SEE SHEET 15

SEE SHEET 16

SEE SHEET 17

SEE SHEET 18

SEE SHEET 19

SEE SHEET 20

SEE SHEET 21

SEE SHEET 22

SEE SHEET 23

SEE SHEET 24

SEE SHEET 25

SEE SHEET 26

SEE SHEET 27

SEE SHEET 28

SEE SHEET 29

SEE SHEET 30

SEE SHEET 31

SEE SHEET 32

SEE SHEET 33

SEE SHEET 34

SEE SHEET 35

SEE SHEET 36

SEE SHEET 37

SEE SHEET 38

SEE SHEET 39

SEE SHEET 40

SEE SHEET 41

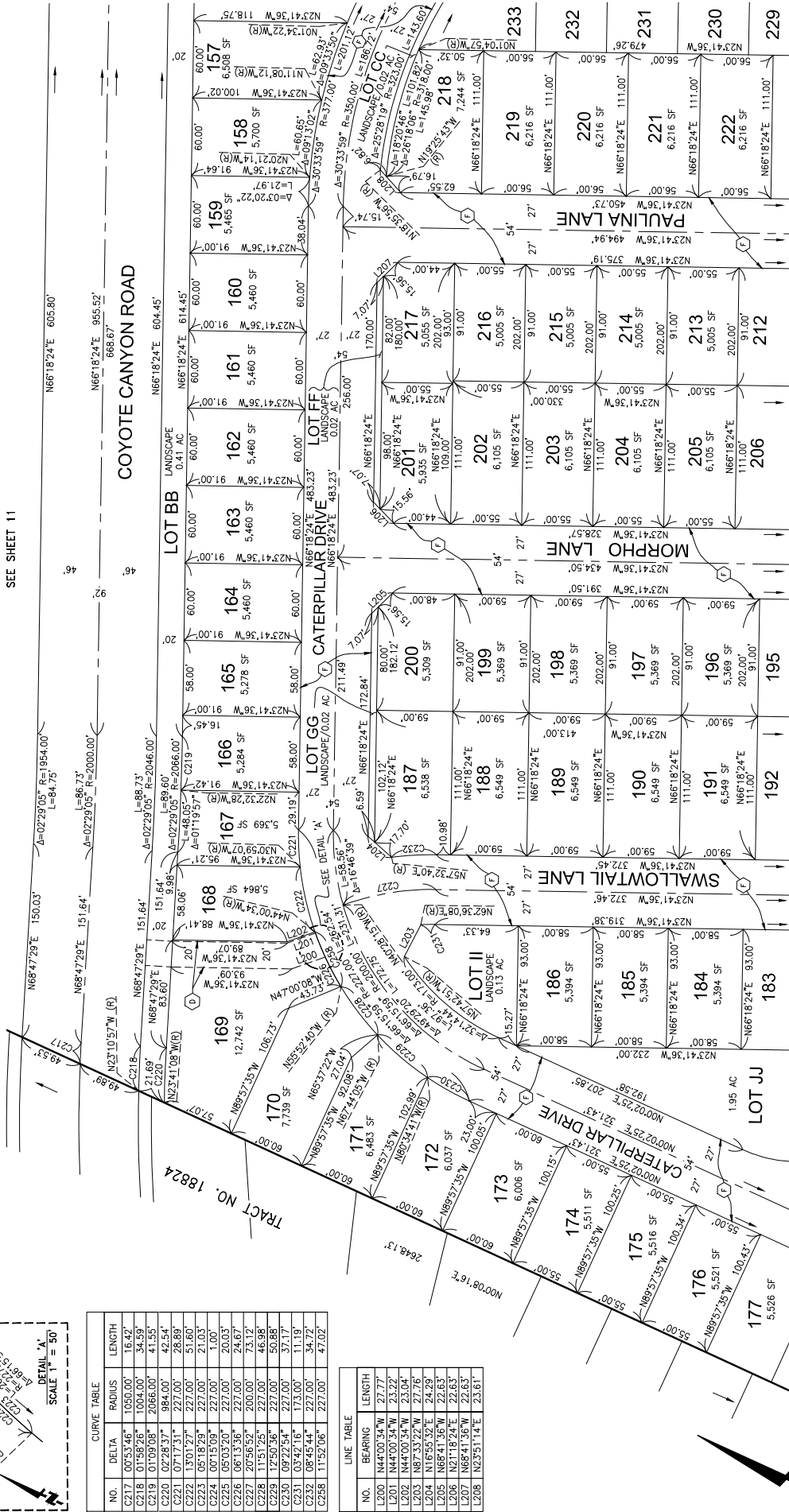
SEE SHEET 42

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROKELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

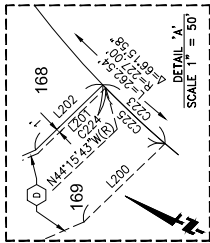
SEE SHEET 11



EASEMENT NOTE:
 (D) EASEMENT TO THE CITY OF FONTANA FOR STORM DRAIN PURPOSES.
 (F) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

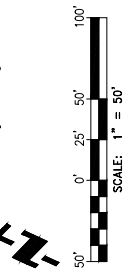
SEE SHEET 19

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 28,371 ACRES GROSS
 121,568 ACRES NET



NO.	DELTA	RADIUS	LENGTH
C217	0°53'46"	1050.00'	16.42'
C218	0°15'26"	1004.00'	34.59'
C219	0°10'08"	2066.00'	41.55'
C220	0°22'37"	984.00'	42.54'
C221	0°17'31"	227.00'	28.89'
C222	1°01'27"	227.00'	21.03'
C223	0°51'29"	227.00'	1.00'
C224	0°07'09"	227.00'	20.03'
C225	0°50'20"	227.00'	24.67'
C226	0°13'36"	227.00'	73.17'
C227	2°05'52"	200.00'	46.98'
C228	1°51'25"	227.00'	50.86'
C229	1°25'36"	227.00'	31.10'
C230	0°32'42"	227.00'	34.72'
C231	0°45'14"	227.00'	34.72'
C232	0°45'14"	227.00'	34.72'
C233	0°45'14"	227.00'	34.72'
C234	1°52'06"	227.00'	47.02'

NO.	BEARING	LENGTH
L200	N44°00'34"W	27.77'
L201	N44°00'34"W	23.22'
L202	N44°00'34"W	23.04'
L203	N87°53'22"W	27.76'
L204	N1°55'32"E	24.29'
L205	N6°54'13"W	22.63'
L206	N2°15'24"E	22.63'
L207	N6°54'13"W	22.63'
L208	N23°11'14"E	23.61'



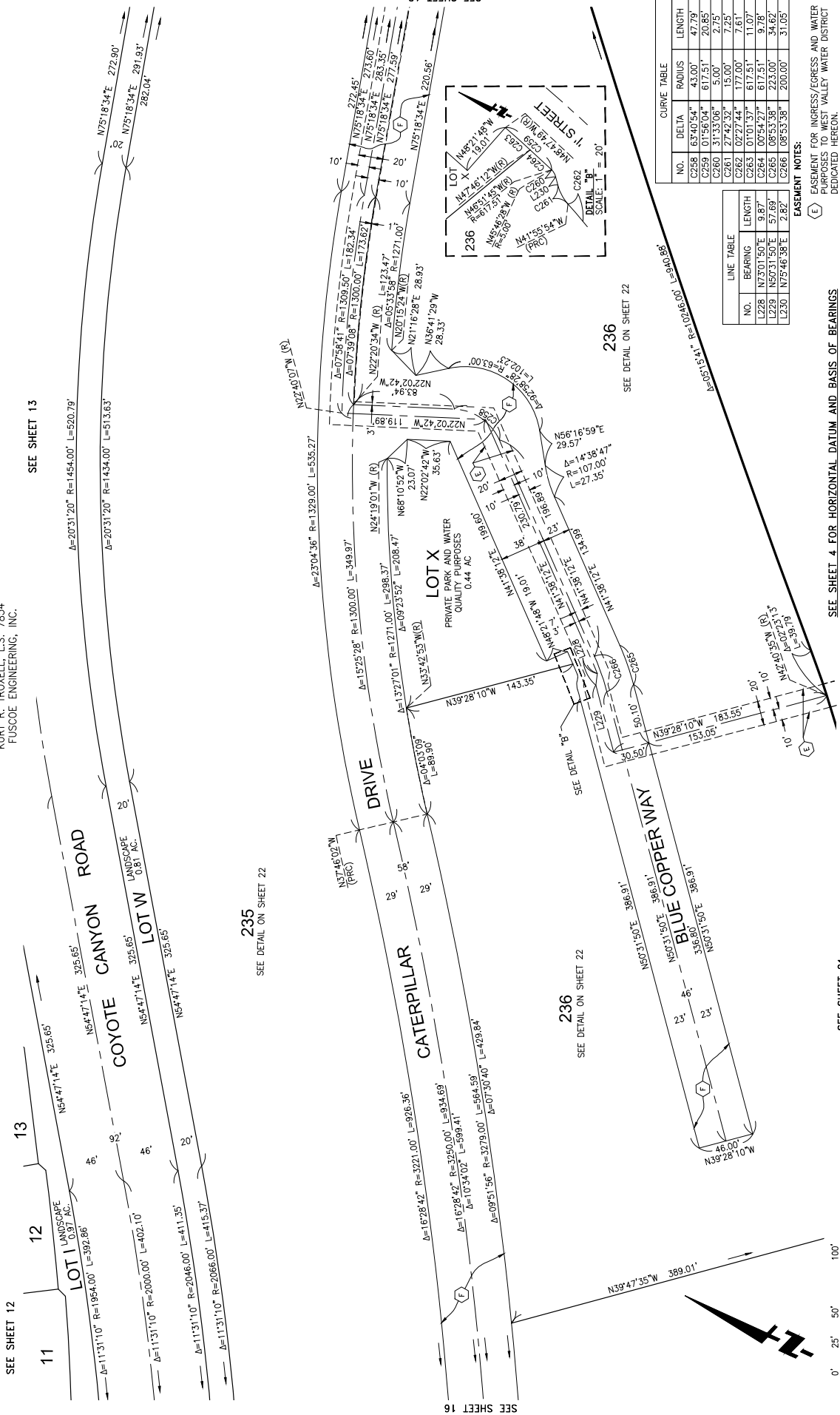
TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
LETTERED LOTS = 39
128,371 ACRES GROSS
121,568 ACRES NET

SHEET 17 OF 22



NO.	CURVE	DELTA	RADIUS	LENGTH
C258	63°40'54"	43.00'	47.79'	20.85'
C259	01°56'04"	617.51'	20.85'	2.75'
C260	31°33'06"	5.00'	15.00'	7.25'
C261	27°42'32"	15.00'	17.00'	7.61'
C262	02°27'44"	177.00'	617.51'	11.07'
C263	01°01'37"	617.51'	617.51'	9.78'
C264	00°54'27"	617.51'	617.51'	34.62'
C265	08°53'38"	223.00'	200.00'	31.05'
C266	08°53'38"	200.00'	200.00'	31.05'

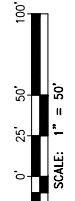
NO.	BEARING	LENGTH
L228	N75°18'34"E	272.90'
L229	N50°31'50"E	57.69'
L230	N75°46'38"E	200.00'

EASEMENT NOTES:

- (E) EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES TO THE VALLEY WATER DISTRICT DEDICATED HEREON.
- (F) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS

SEE SHEET 21

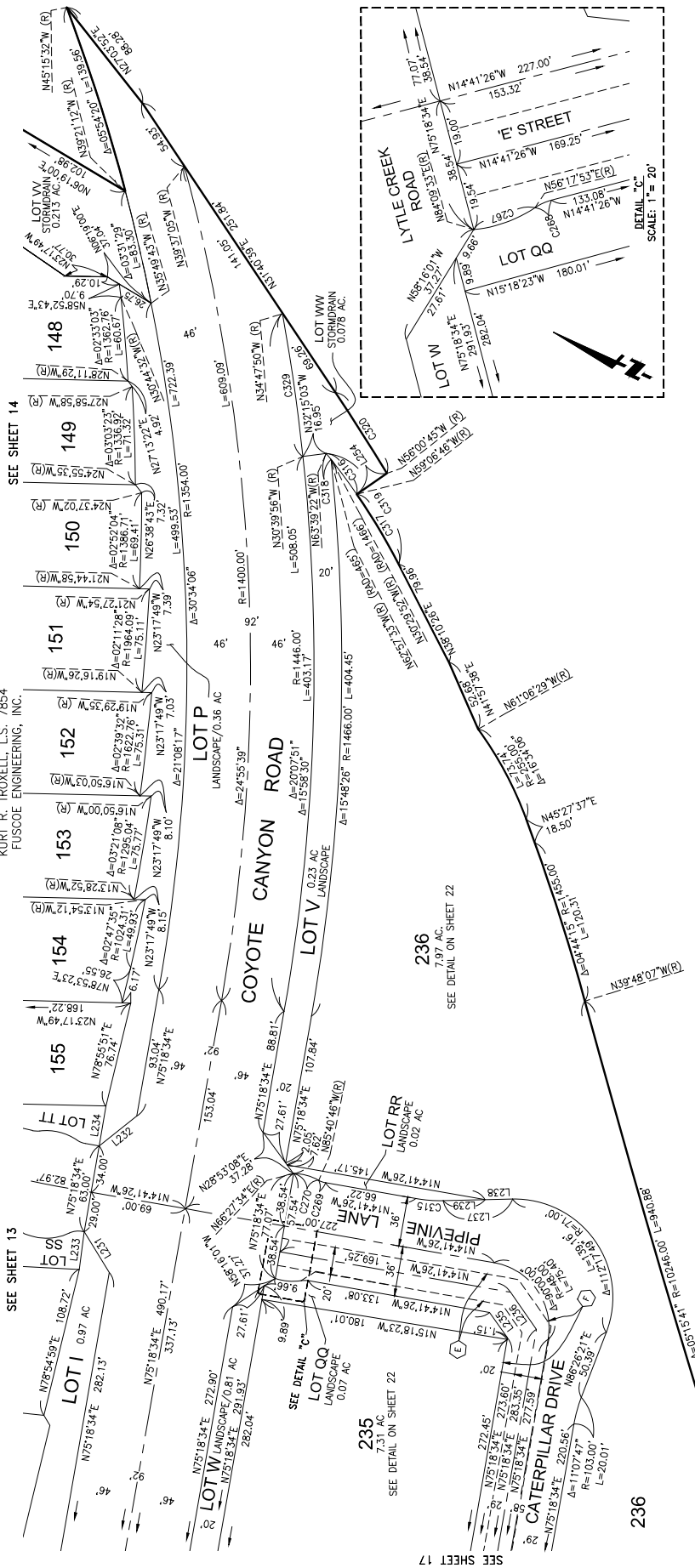


TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 11 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 128,371 ACRES GROSS
 121,568 ACRES NET

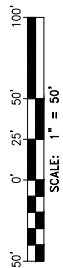


NO.	DELTA	RADIUS	LENGTH
C267	2751.40'	39.00'	18.96'
C268	1900.41'	16.00'	5.31'
C269	1900.40'	16.00'	5.31'
C270	2751.40'	39.00'	18.96'
C315	1110.02'	103.00'	20.08'
C316	0432.36'	465.00'	36.67'
C317	0717.12'	465.00'	59.14'
C318	0041.49'	465.00'	56.66'
C319	1149.48'	465.00'	96.01'
C320	0218.36'	1717.19'	69.23'
C329	124.0921'	1446.00'	104.88'

LINE	BEARING	LENGTH
L231	N33°48'46"E	34.71'
L232	N63°11'39"W	34.71'
L233	N73°03'13"E	27.49'
L234	N74°44'52"E	29.26'
L235	N30°18'34"E	22.63'
L236	N30°18'34"E	32.87'
L237	N25°51'28"W	50.11'
L238	N25°51'28"W	19.98'
L239	N25°51'28"W	30.13'
L254	N59°06'46"W	26.69'

EASEMENT NOTES:
 (E) EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES TO WEST VALLEY WATER DISTRICT DEDICATED HERON.
 (F) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS



TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

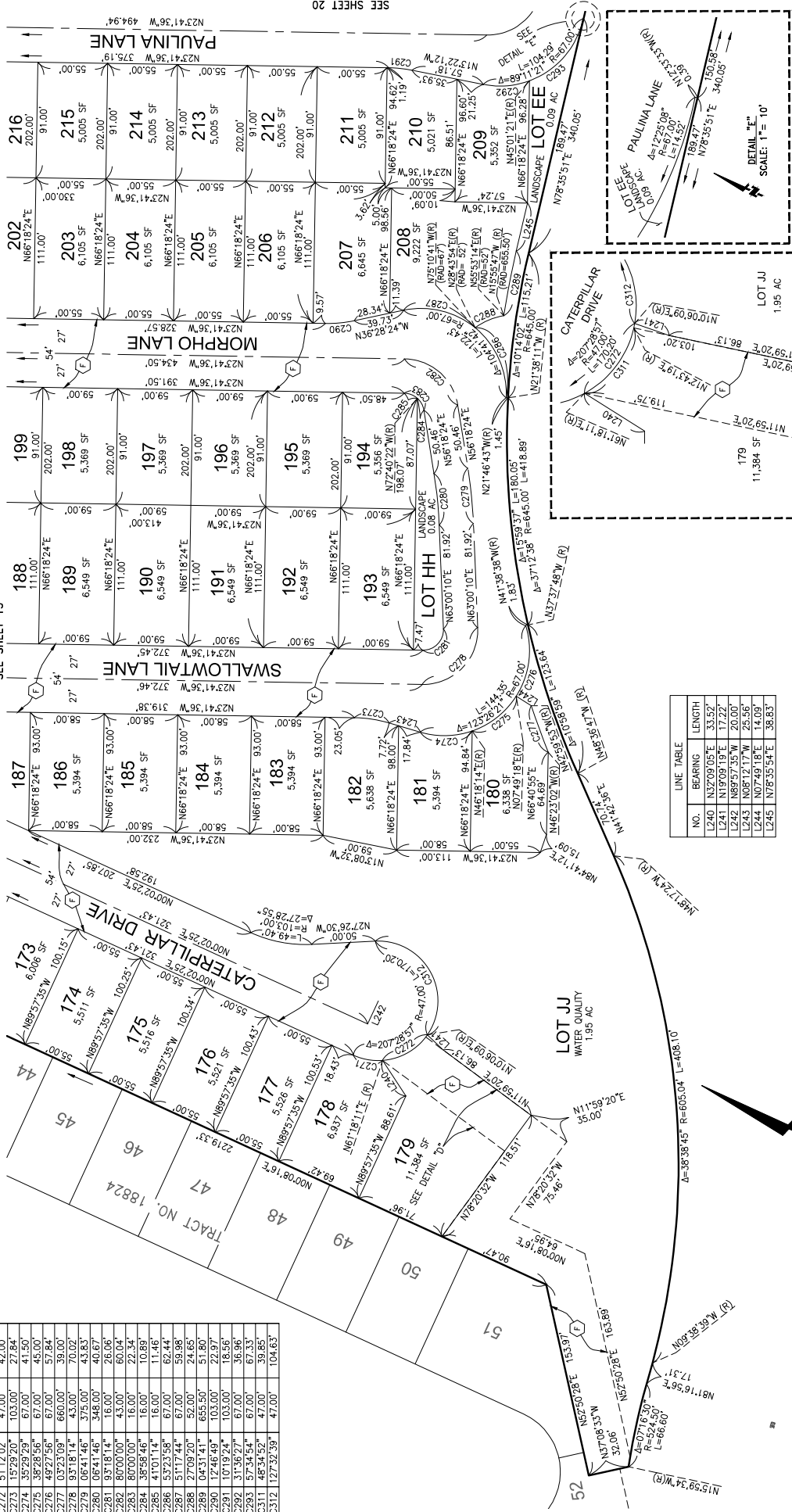
KURT R. TROXELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

SEE SHEET 15

SEE SHEET 20

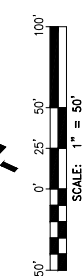
NO.	DELTA	RADIUS	LENGTH
C271	28°44'15"	47.00'	23.57'
C272	51°12'02"	47.00'	42.00'
C273	157°28'20"	103.00'	272.84'
C274	35°28'29"	67.00'	41.50'
C275	38°28'56"	67.00'	45.00'
C276	49°27'56"	67.00'	57.84'
C277	03°23'09"	660.00'	39.00'
C278	93°18'14"	43.00'	70.02'
C279	06°41'46"	375.00'	43.83'
C280	06°41'46"	348.00'	40.67'
C281	93°18'14"	16.00'	29.06'
C282	80°00'00"	43.00'	60.04'
C283	80°00'00"	16.00'	22.34'
C284	39°58'46"	16.00'	10.89'
C285	41°01'14"	16.00'	11.46'
C286	53°23'58"	67.00'	62.44'
C287	51°07'44"	67.00'	58.98'
C288	64°33'41"	665.50'	51.80'
C289	12°48'49"	103.00'	21.97'
C290	101°18'24"	103.00'	18.56'
C291	31°36'27"	67.00'	36.96'
C292	57°34'54"	47.00'	67.33'
C311	48°34'52"	47.00'	39.85'
C312	127°32'39"	47.00'	104.63'

NUMBERED LOTS = 236
 LETTERED LOTS = 39
 231.371 ACRES GROSS
 121.568 ACRES NET



LINE NO.	BEARING	LENGTH
L240	N32°09'05"E	33.52'
L241	N19°09'19"E	17.22'
L242	N89°57'55"W	20.00'
L243	N06°12'17"W	25.56'
L244	N07°49'16"E	14.09'
L245	N78°35'54"E	38.83'

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS



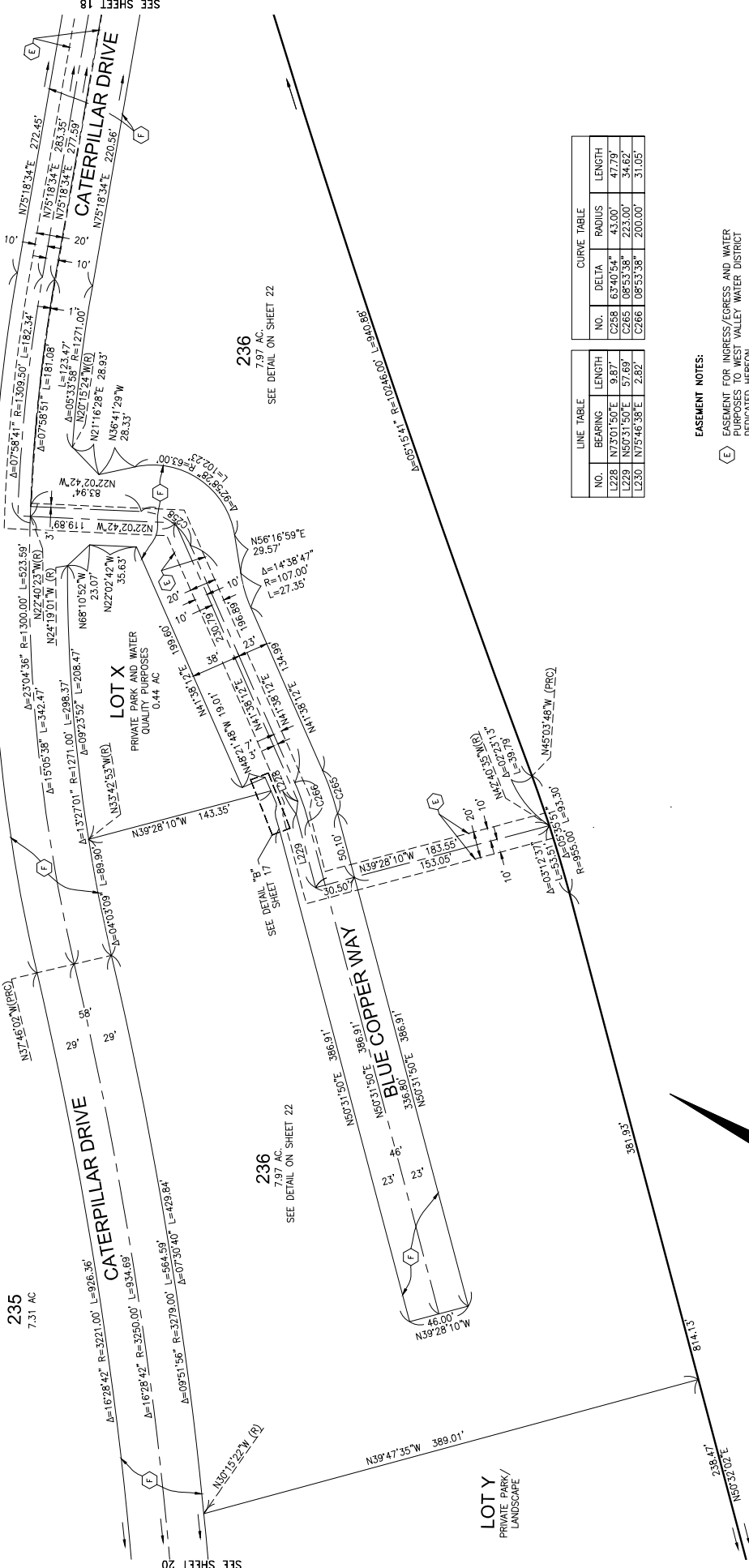
EASEMENT NOTES:
 (E) EASEMENT TO THE CITY OF FONTANA FOR SEWER PURPOSES.

TRACT NO. 20010

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1
 NORTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL GOVERNMENT PLAT THEREOF.

KURT R. TROXELL, L.S. 7854
 FUSCOE ENGINEERING, INC.

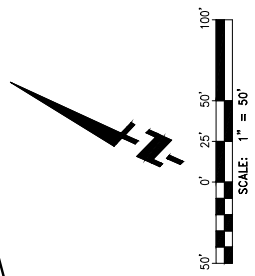
NUMBERED LOTS = 236
 LETTERED LOTS = 39
 128,371 ACRES GROSS
 121,568 ACRES NET



LINE TABLE		CURVE TABLE				
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH
L228	N75°01'50"E	9.87'	C258	63°40'54"	43.00'	47.79'
L229	N50°31'50"E	57.89'	C265	08°53'38"	223.00'	34.62'
L230	N19°46'38"E	2.82'	C266	08°53'38"	200.00'	31.05'

- EASEMENT NOTES:**
- (E) EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES TO WEST VALLEY WATER DISTRICT DEDICATED HEREON.
 - (F) EASEMENT TO THE CITY OF FONTANA FOR SEWER LINE PURPOSES.

SEE SHEET 4 FOR HORIZONTAL DATUM AND BASIS OF BEARINGS



SEE SHEET 17

SEE SHEET 18

236
7.97 AC
SEE DETAIL ON SHEET 22

236
7.97 AC
SEE DETAIL ON SHEET 22

SEE SHEET 20



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT AND RECORDATION OF WATER EASEMENT WITH LS-FONTANA, LLC FOR TTM 20069 AND 20070 (LOTS 234-236) FOR MONARCH HILLS DEVELOPMENT

BACKGROUND:

LS-Fontana, LLC (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as Tract 20069 and 20070 (Lots 234-236) for Monarch Hills Development (“Development”). The Development consists of mixed single-family and multi-family residential housing lots requiring water services. Their respective in-tract water facilities will be constructed to allow for new domestic and irrigation connections. The Developer is requesting to record a water easement on TTM 20070 for the new water facilities.

DISCUSSION:

The District and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) within private property and supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

The District reviewed TTM 20070 and must accept it to record the easement for the water facility construction, inspection, and maintenance within the Development to construct the water facilities needed for the Development. Attached as Exhibit B is a copy of the TTM 20070, showing the full extent of the easements within the project.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager or designee to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

BP:an

ATTACHMENT(S):

1. Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana, LLC for TTM 20069 and 20070 Monarch Hills Development
2. Exhibit B - TTM 20070

EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of January 20, 2022, by and between **LS-FONTANA, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TTM 20069 and 20070 MONARCH HILLS DEVELOPMENT** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TTM 20069 and 20070 MONARCH HILLS DEVELOPMENT**, as approved and provided at a later date attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District (“General Manager”) may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer’s contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer’s contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance (“General Liability Insurance”) providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage (“Automotive/Vehicle Liability Insurance”).

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 (“Workers’ Compensation Insurance”). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall provide a Contractor’s proposal based on the District approved water system plans. The Developer will provide a Contractor’s proposal and will be submitted to the District for review and approval at a later date (Exhibit “C”), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The Contractor’s proposal from the Developer for the **WATER IMPROVEMENT PLANS FOR TTM 20069 & 20070 MONARCH HILLS DEVELOPMENT**, is **TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** equal to 100 percent of the approved Developer’s estimate.

5.3. Warranty Bond: The Developer’s pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: Water Improvement Plans for TTM 20069 and 20070 Monarch Hills Development

7.3. Notices required shall be given to **Developer** addressed as follows:

DEVELOPER NAME: LS-FONTANA LLC

ATTN TO: SHANNON WHITTAKER

ADDRESS: 7525 IRVINE CENTER DR, SUITE 200. IRVINE, CA 92618

RE: Water Improvement Plans for TTM 20069 and 20070 Monarch Hills Development

7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME: LOCKTON INSURANCE BROKERS, LLC

ATTENTION: MARTHA BARRERAS

19800 MACARTHUR BLVD, SUITE 1250

IRVINE, CA 92612

RE: Water Improvement Plans for TTM 20069 and 20070 Monarch Hills Development

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District

requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to

the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

[CONTINUED ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Shamindra Manbahal, General Manager

DEVELOPER:

LS-FONTANA LLC
a Delaware Corporation

By: _____ Date: _____
Shannon Whittaker, Assistant Vice President
Authorized Agent

Exhibit A

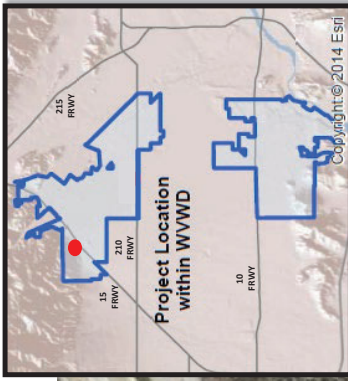
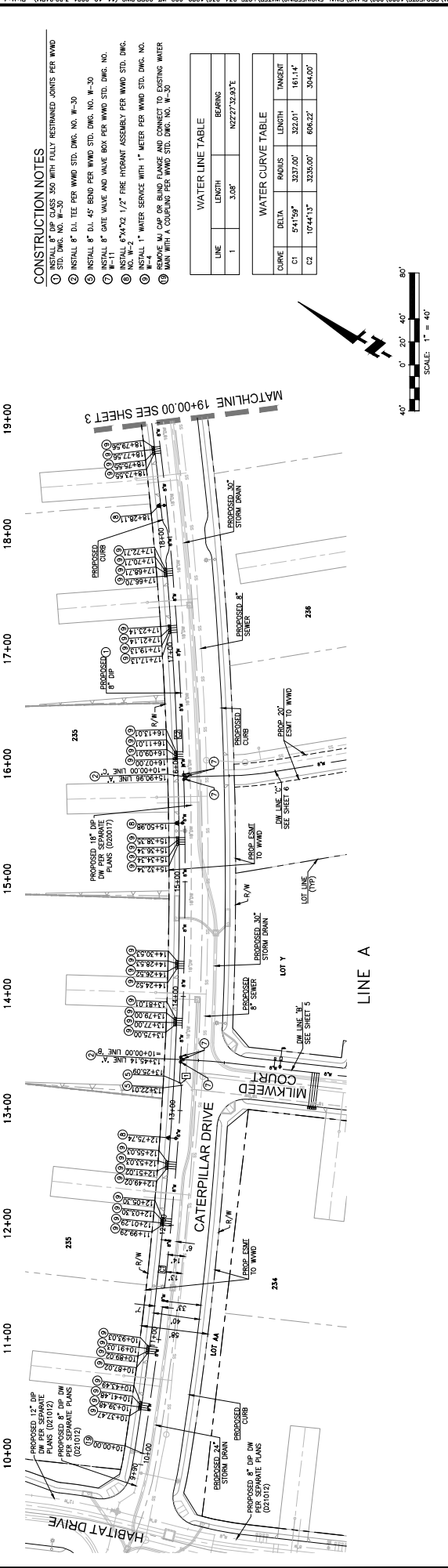
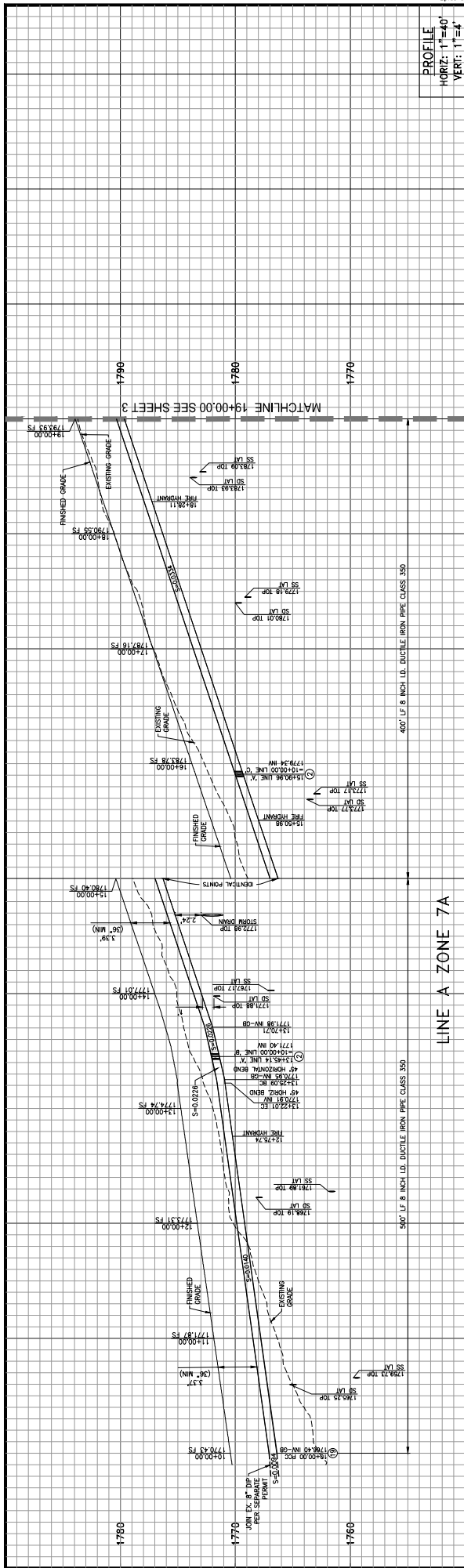


Exhibit A
Monarch Hills



3.b.4.a

Exhibit B



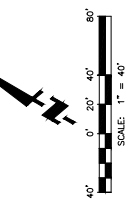
- CONSTRUCTION NOTES**
- ① INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD
 - ② STD. DWG. NO. W-30
 - ③ INSTALL 8" D.I. TEE PER WWD STD. DWG. NO. W-30
 - ④ INSTALL 8" D.I. 45° BEND PER WWD STD. DWG. NO. W-30
 - ⑤ INSTALL 8" GATE VALVE AND WALK BOX PER WWD STD. DWG. NO. W-11
 - ⑥ INSTALL 1" FIRE HYDRANT ASSEMBLY PER WWD STD. DWG. NO. W-2
 - ⑦ INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. DWG. NO. W-4
 - ⑧ MAN WITH 1" GATE VALVE AND WALK BOX PER WWD STD. DWG. NO. W-30
 - ⑨ MAN WITH A COUPLING PER WWD STD. DWG. NO. W-30

WATER LINE TABLE

LINE	LENGTH	BEARING
1	3.08'	N272°39.85'E

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	94°15'09"	3332.00'	323.01'	181.14'
C2	10°44'13"	3235.00'	866.22'	304.00'



CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

Prepared Under The Supervision Of :
 KENNETH T. KOZLIK, R.C.E. 71883

Professional Engineer
 KENNETH T. KOZLIK
 No. RCE 71883
 Exp. 2/31/21
 Date: 3/1/2021

DRONE BY: [Blank]
 DESIGN BY: [Blank]
 CHECKED BY: [Blank]
 DATE: 3/1/2021

REVISION HISTORY

REV.	DESCRIPTION	DATE	BY

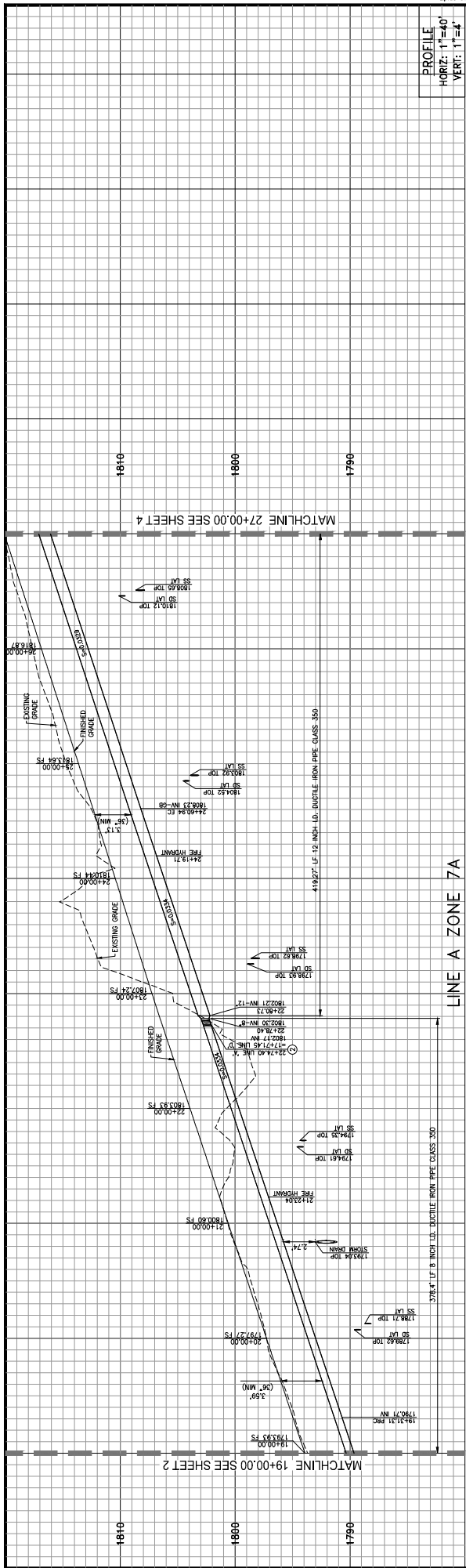
SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

FUSCOE
 16795 Van Gorman, Suite 100
 Fontana, CA 92335
 Tel: 951.844.1500 & 951.844.4315
 www.fuscoe.com

DIGITIZER
 DIGITAL SCANNING SERVICE
 500-222-7500
 A PUBLIC SERVICE BY UNDERGROUND SERVICE FILMS

PRESSURE ZONE
 ZONE 7A

DRAWING NUMBER
 D22010



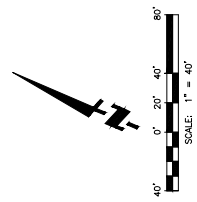
PROFILE
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES

1. INSTALL 12" DP CLASS 500 WITH FULLY RESTRAINED JOINTS PER WWD STD.
2. INSTALL 8" D.I. TEE PER WWD STD. DWG. NO. W-30
3. INSTALL 8" GATE VALVE AND VALVE BOX PER WWD STD. DWG. NO. W-11
4. INSTALL 6"x4"x2 1/2" FIRE HYDRANT ASSEMBLY PER WWD STD. DWG. NO. W-2
5. INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. DWG. NO. W-4
6. INSTALL 3" WATER SERVICE WITH 2" METER PER WWD STD. DWG. NO. W-5
7. INSTALL 12" DP CLASS 500 WITH FULLY RESTRAINED JOINTS PER WWD STD. DWG. NO. W-30
8. INSTALL 12" DP CLASS 500 WITH FULLY RESTRAINED JOINTS PER WWD STD. DWG. NO. W-30
9. INSTALL 12"x6" D.I. REDUCER PER WWD STD. DWG. NO. W-30

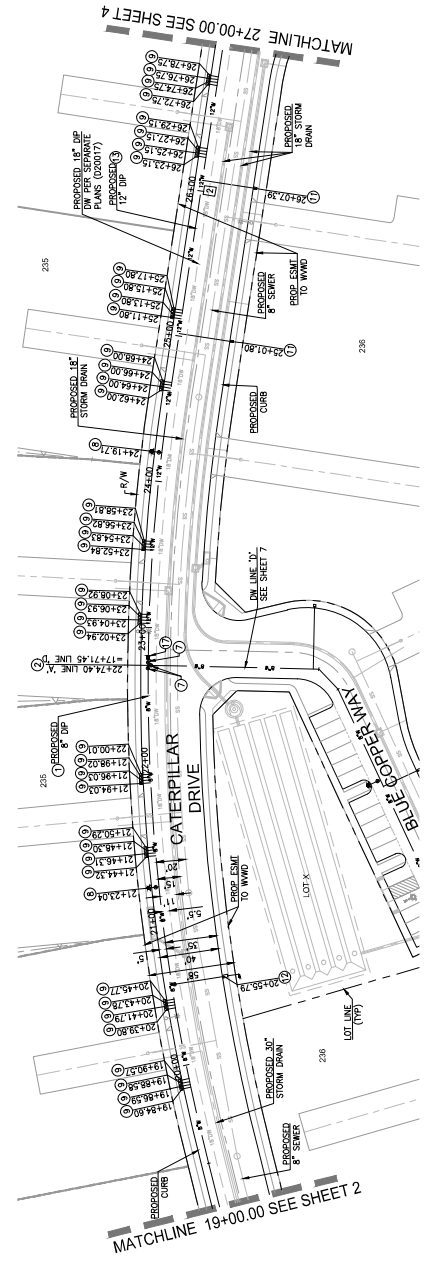
WATER LINE TABLE	
LINE	BEARING
2	S75°18'33.75"W

WATER CURVE TABLE		
CURVE	DELTA	TANGENT
C3	2504.35'	248.45'



LINE A ZONE 7A

LINE A



PROFESSIONAL ENGINEER
KENNETH T. KOZLIK
R.C.E. 71883
E.P. 23121
CIVIL
OF CALIF.

Prepared Under the Supervision of:
KENNETH T. KOZLIK
R.C.E. 71883
E.P. 23121
CIVIL
OF CALIF.

CITY OF FONTANA, CALIFORNIA
WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS
LOTS 234-236

DATE: 3/1/2021
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: [blank]

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

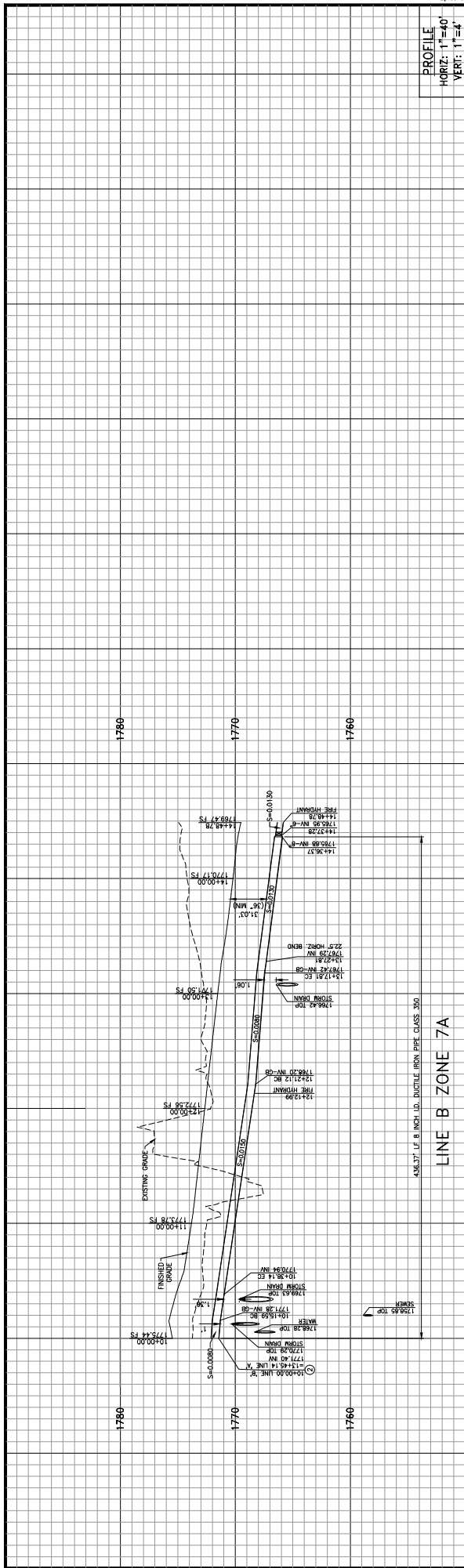
FUSCOE
16795 Van Gorman, Suite 100
Hesperia, CA 92342
Tel: 760.227.5600
www.fuscoe.com

REGISTRATION NO. [blank]
DATE [blank]
DATE [blank]
DATE [blank]

PRESSURE ZONE
ZONE 7A

DRAWING NUMBER
D22010

Packet Pg. 80



PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

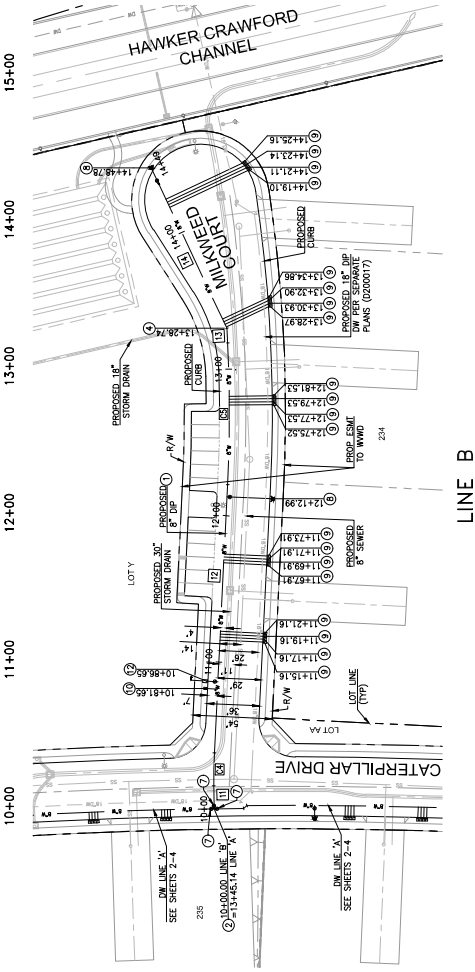
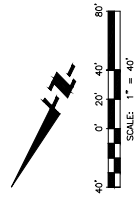
- CONSTRUCTION NOTES**
- INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DMC.
 - NO. W-30
 - INSTALL 8" DI. TEE PER WWD STD. DMC. NO. W-30
 - INSTALL 8" DI. 22 1/2" BEND PER WWD STD. DMC. NO. W-30
 - INSTALL 8" GATE VALVE AND HANG BOX PER WWD STD. DMC. NO. W-11
 - INSTALL 6"x4"x2' 1/2" FIRE RESISTANT ASSEMBLY PER WWD STD. DMC. NO. W-2
 - INSTALL 1" WATER SERVICE WITH 1" METER PER WWD STD. DMC. NO. W-4
 - INSTALL 2" WATER SERVICE WITH 1 1/2" METER PER WWD STD. DMC. NO. W-5
 - INSTALL 2" IRIGATION SERVICE WITH 1 1/2" METER PER WWD STD. DMC. NO. W-5
 - AND W-11 WITH 2" BACKFLOW PREVENTER RP ASSEMBLY PER WWD STD. DMC. NO. W-20

WATER LINE TABLE

LINE	LENGTH	BEARING
11	15.99'	S37°23'07.12"E
12	162.98'	S27°41'36.45"E
13	10.00'	S37°17'48.48"E
14	120.97'	S51°47'48.48"E

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C4	3°41'31"	350.00'	22.55'	11.26'
C5	5°36'12"	988.75'	96.70'	48.39'



CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

PROJECT NO: 11/10/2021
 DATE: 11/10/2021

MONARCH HILLS
 LOTS 234-236

PREPARED BY: KENNETH T. KOZLIK
 CHECKED BY: R.C.E. 71883
 DATE: 3/17/10/21

3.b.4.a

Should construction of the required improvements not commence within two years of the date of approval shown hereon and carried forth in a diligent manner, the city engineer may require revisions to the plans to bring them into conformance with standards in effect.

REGISTERED PROFESSIONAL ENGINEER
 KENNETH T. KOZLIK
 No. RCE 71883
 Exp. 2/31/21
 CIVIL
 STATE OF CALIFORNIA

FUSCO
 16765 Van Gorman, Suite 100
 Fontana, CA 92335
 Tel: 951-833-2500
 www.fusco.com

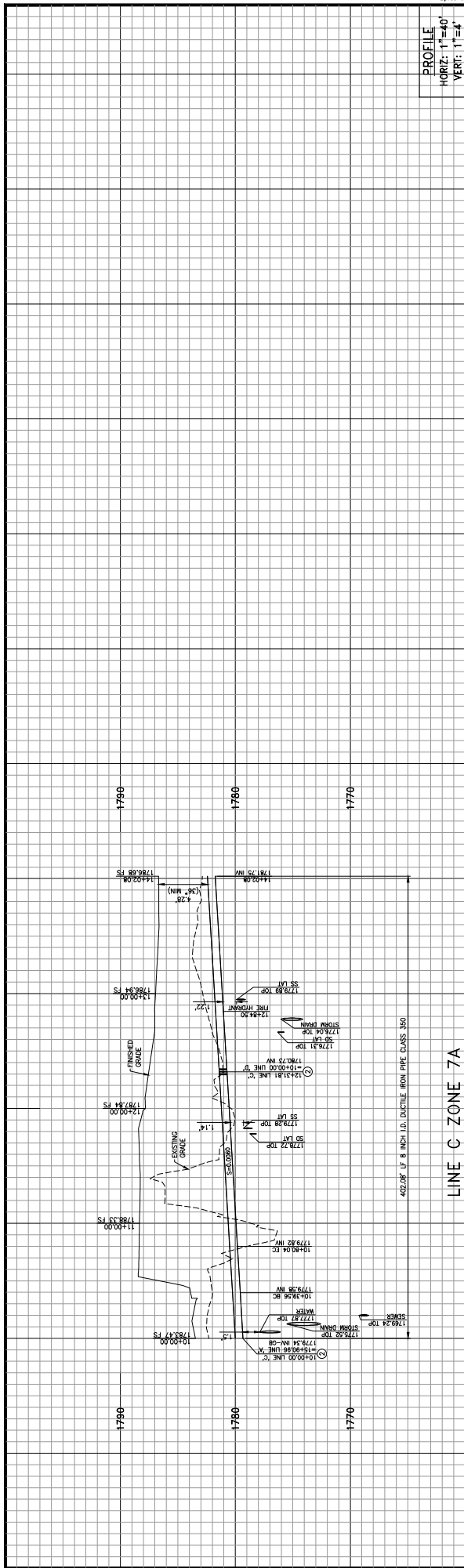
REGISTRATION NO. 00000177
 EXP. 02/28/21

PRESSURE ZONE
 ZONE 7A

DRAWING NUMBER
 D22010

DATE: 11/10/2021

Packet Pg. 82

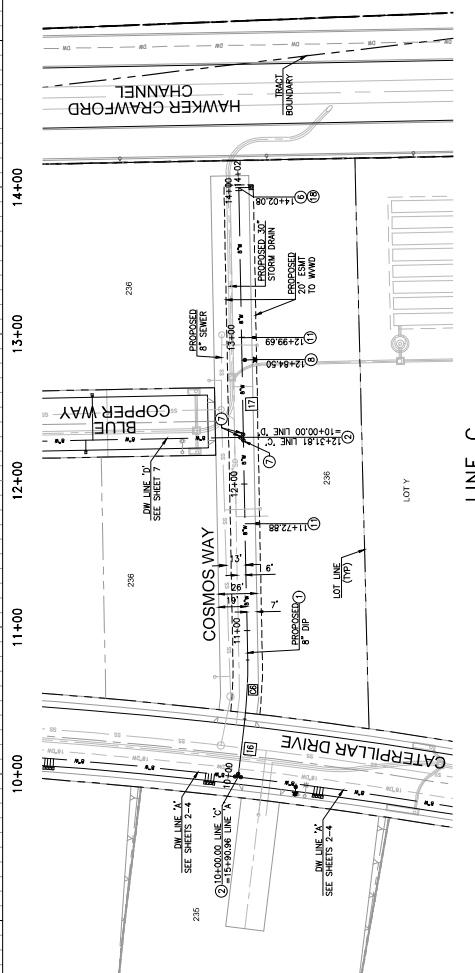
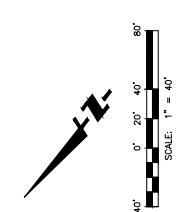


PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

- CONSTRUCTION NOTES**
- INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DMC. NO. W-30
 - INSTALL 8" D.I. TEE PER WWD STD. DMC. NO. W-30
 - INSTALL 8" M. CAP OR BLIND FLANGE PER WWD STD. DMC. NO. W-30
 - NO. 1" GATE VALVE AND VALVE BOX PER WWD STD. DMC. NO. W-1
 - INSTALL 6" x 4" x 2" 1/2" FIRE HYDRANT ASSEMBLY PER WWD STD. DMC. NO. W-2
 - INSTALL 2" DIAPHRAGM SERVICE WITH 2' METER PER WWD STD. DMC. NO. W-4
 - INSTALL 4" DEAD-END FLUSH-OUT ASSEMBLY PER WWD STD. DMC. NO. W-8B

WATER LINE TABLE	
LINE	BEARING
16	N31°42'00.34"W
17	N37°28'09.64"W

WATER CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
C8	74°3'46"	300.01'	46.48'	20.27'

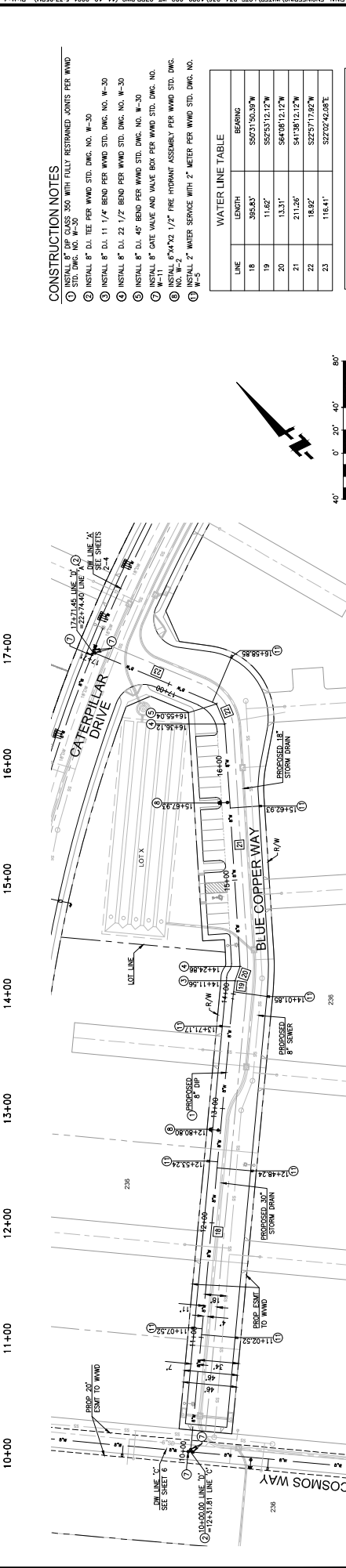
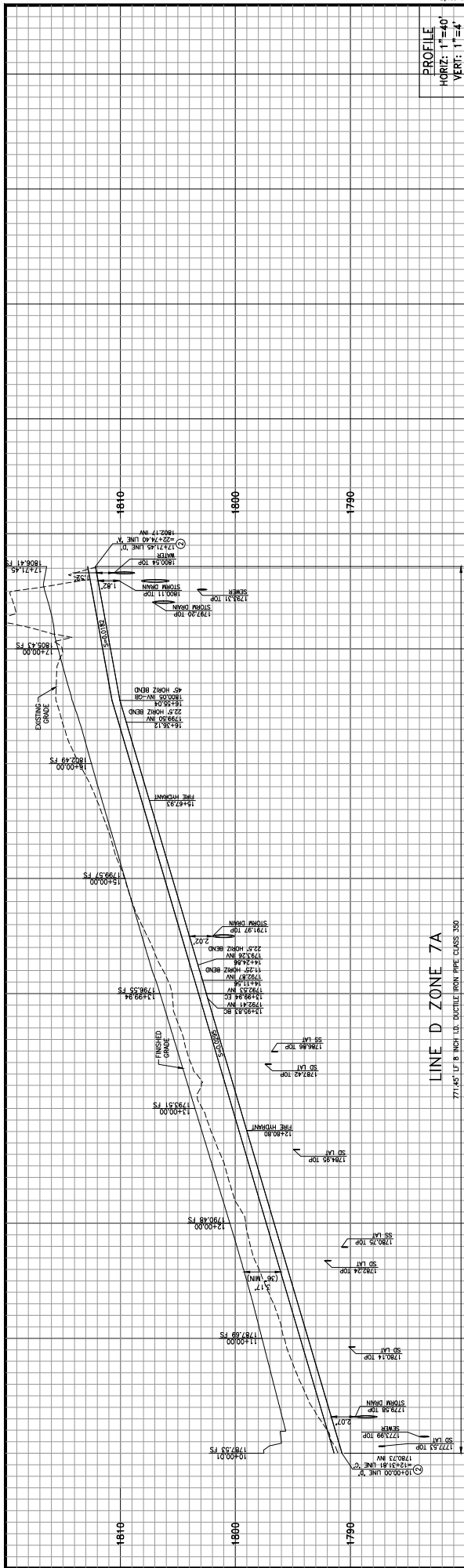


PRESSURE ZONE ZONE 7A DRAWING NUMBER D22010	 FUSCO 16795 Van Gorman, Suite 100 Houston, TX 77058 Tel: 281.447.4315 www.fusco.com		Prepared Under The Supervision Of: KENNETH T. KOZLIK R.C.E. 71883	CITY OF FONTANA, CALIFORNIA WATER MAIN IMPROVEMENT PLANS
				DRAWN BY: DESIGNED BY: CHECKED BY: DATE: 3/1/2021 PROJECT NO.: MONARCH HILLS LOTS 234-236 D22010

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.



A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT
 U.S.A. 800-227-2500
 www.usa.com

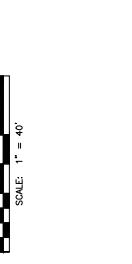


WATER LINE TABLE

LINE	LENGTH	BEARING
18	355.83'	S50°31'50.20"W
19	11.62'	S52°23'12.12"W
20	13.31'	S64°08'12.12"W
21	211.05'	S41°38'12.12"W
22	18.92'	S22°57'17.82"W
23	116.41'	S22°02'42.68"E

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C7	221°22'	1000.00'	411'	2.06'



Prepared Under The Supervision of:

KENNETH T. KOZLIK
 REGISTERED PROFESSIONAL ENGINEER
 No. RCE 71889
 Exp. 2/31/21
 State of CA
 Date: 3/1/2021
 R.C.E. 71883

CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

MONARCH HILLS
 LOTS 234-236

DATE: 3/1/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REV.	DESCRIPTION	DATE	DATE	DATE	DATE

FUSCOE
 16795 Van Gorman, Suite 100
 Fontana, CA 92335
 Tel: 951.841.1500 & 951.841.4315
 www.fuscoe.com

DIGITIZER
 DIAL THE PUBLIC
 THE SERVICE
 TEL: 951.257-5600
 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

PRESSURE ZONE
 ZONE 7A

DRAWING NUMBER
 D22010

Packet Pg. 84

Exhibit C

(to be provided at later date)

Exhibit D



**CALENDAR YEAR 2022
HOLIDAY SCHEDULE**

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022

EXHIBIT B

NUMBERED LOTS: 9
LETTERED LOTS: 0
GROSS AREA: 7.97 ACRES
NET AREA: 7.97 ACRES

TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. FOR CONDOMINIUM PURPOSES CARLA E. BERARD
ONTARIO, CALIFORNIA NOVEMBER 2021 L.S. NO. 7224

SHEET 1 OF 4 SHEETS

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL, AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBMITTED AS SHOWN ON THE ANNEXED MAP AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

WE HEREBY OFFER TO DEDICATE TO THE CITY OF FONTANA, EASEMENTS FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS/EGRESS PURPOSES IN, UNDER, OVER, THROUGH AND ACROSS LOTS 1 THROUGH 9, AS SHOWN ON THIS MAP, THE EXPRESSED RIGHTS TO THE PUBLIC IN GENERAL AND TO THE SEVERAL UTILITY COMPANIES SHALL BE AND SHALL REMAIN INFERIOR TO THE SUPERIOR RIGHTS OF THE CITY OF FONTANA.

WE HEREBY DEDICATE TO WEST VALLEY WATER DISTRICT AN EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES, IN, UNDER, OVER, THROUGH AND ACROSS THAT PORTION OF LOT 3, DESCRIBED AS CUSINGS WAY, AS SHOWN ON THIS MAP.

ARROYO CAP II-6, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ AUTHORIZED AGENT

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION AS BENEVOLENT TO DEED OF TRUST
RECORDED SEPTEMBER 10, 2014 AS INSTRUMENT NO. 2014-0413661, OFFICIAL RECORDS

BY: _____ AUTHORIZED AGENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

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/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR 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 _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
PRINT NAME _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,

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/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR 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 _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
PRINT NAME _____ MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THE DATE, THERE ARE _____ FOR SAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS, COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, ESTIMATED TO BE \$ _____.

ENSEN MASON COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY

BOARD OF SUPERVISORS' CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES (STATE, COUNTY, MUNICIPAL OR LOCAL) AND ALL SPECIAL ASSESSMENTS AND SPECIAL ASSESSMENTS TO BE PAID BY THE PROPERTY OWNERS OF THE PROPERTY, BUT NOT YET PAYABLE; AND THAT THE SUB-DIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER OWING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND SPECIAL ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

LYNNA MONELL CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA

BY: _____ DEPUTY

CITY COUNCIL CERTIFICATE

AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FONTANA, STATE OF CALIFORNIA, HELD ON THE _____ DAY OF _____, 20____, SAID CITY COUNCIL ACCEPTED ON BEHALF OF THE CITY OF FONTANA THAT THIS MAP OF TRACT NO. 20069 AND ACCEPTED THE FOREGOING DEDICATIONS IN ACCORDANCE WITH THE CITY OF FONTANA ORDINANCES.

THIS PROCEDURE IS THE TRUE AND COMPLETE PROCEDURE APPROVED BY THE CITY COUNCIL ON THE _____ DAY OF _____, 20____.

ATTEST: _____ CITY CLERK

TONIA LEWIS CITY CLERK, CITY OF FONTANA
AQUANETTA WARREN MAYOR, CITY OF FONTANA

SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNER OF THE INTEREST SET FORTH HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT OPEN INTO A FEE TITLE, AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

CITY OF FONTANA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY AND PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED JUNE 12, 2009 AS INSTRUMENT NO. 2009-0257670, OFFICIAL RECORDS.

WEST VALLEY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 24, 2012 AS INSTRUMENT NO. 2012-0072627, OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN ACCORDANCE WITH THE PROFESSIONAL LIABILITY COMPANY (AN INDUSTRY SELF-REGULATORY BODY) REQUEST OF FEBRUO (A PROFESSIONAL LIABILITY COMPANY) ON NOVEMBER 2021. I HEREBY STATE THAT THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR OF MAP RECORD, IN COMPLIANCE WITH SECTIONS 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE OR WILL BE SUFFICIENT TO EMBLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: _____

CARLA E. BERARD, L.S. 7224
L.D. KING, INC.

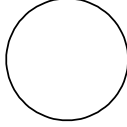


CITY LAND SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 20070 CONSISTING OF A SHEETS; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: _____

RICARDO SANDOVAL, P.L.S. 7407
CITY ENGINEER
CITY OF FONTANA

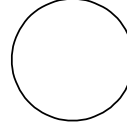


CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES I THROUGH III, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLIED WITH.

DATED: _____

RICARDO SANDOVAL, P.L.S. 051152
CITY ENGINEER
CITY OF FONTANA



SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____, THIS DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF MAPS AT PAGES _____, IN THE AMOUNT OF \$ _____.

BOB DUTTON
ASSESSOR-RECORDER-COUNTY CLERK
COUNTY OF SAN BERNARDINO

BY: _____ DEPUTY RECORDER

TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SHEET 2 OF 4 SHEETS

NUMBERED LOTS: 9
 LETTERED LOTS: 0
 GROSS AREA: 7.97 ACRES
 NET AREA: 7.97 ACRES

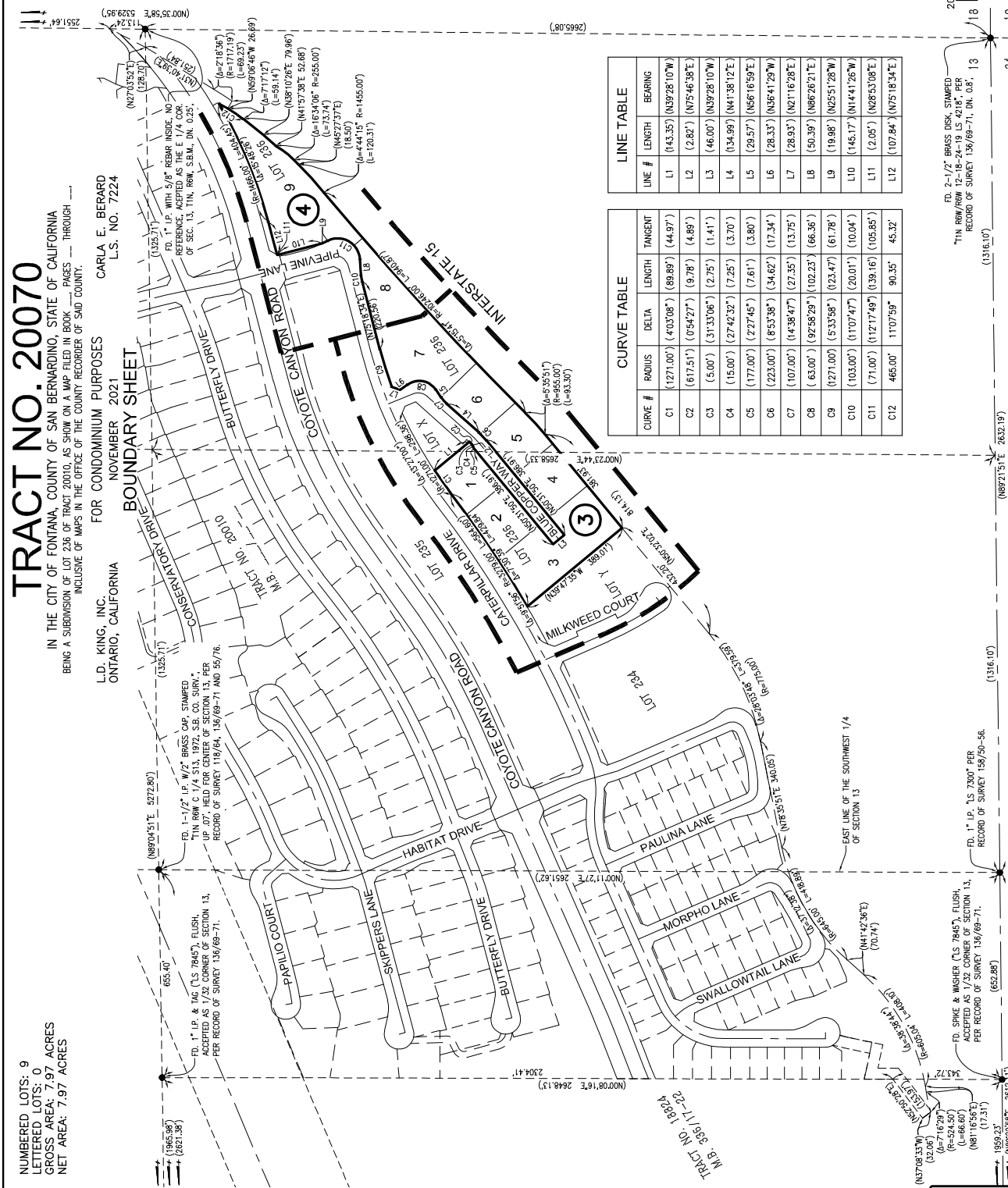
L.D. KING, INC.
 ONTARIO, CALIFORNIA

FOR CONDOMINIUM PURPOSES

NOVEMBER 2021

BOUNDARY SHEET

CARLA E. BERARD
 L.S. NO. 7224



FD. 1-1/2" I.P. 1/4" BRASS CAP, STAMPED
 T.I.N. R.W. C. 1/4 S. 13, 1972, S.B. CO. SURV.,
 UP .07' HELD FOR CORNER OF SECTION 13, PER
 RECORD OF SURVEY 118/64, 136/69-71 AND 55/76.

FD. 1" I.P. & TAG (L.S. 7845), FLUSH,
 ACCEPTED AS 1/32 CORNER OF SECTION 13,
 PER RECORD OF SURVEY 136/69-71.

FD. 1" I.P. 1/4" BRASS DISK, STAMPED
 T.I.N. R.W. / R.W. 12-15-24-19 L.S. 4218, PER
 RECORD OF SURVEY 136/69-71, DN. 0.8', 13

FD. SPIKE & WASHER (L.S. 7845), FLUSH,
 ACCEPTED AS 1/32 CORNER OF SECTION 13,
 PER RECORD OF SURVEY 136/69-71.

FD. 1" I.P. 1/4" BRASS DISK, STAMPED
 T.I.N. R.W. / R.W. 12-15-24-19 L.S. 4218, PER
 RECORD OF SURVEY 136/69-71, DN. 0.8', 13

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	(1271.00')	(403.08')	(89.88')	(44.97')
C2	(617.51')	(754.27')	(9.78')	(4.89')
C3	(5.00')	(31.33706')	(2.75')	(1.41')
C4	(15.00')	(274.232')	(7.25')	(3.70')
C5	(177.00')	(227.46')	(7.61')	(3.80')
C6	(223.00')	(853.38')	(34.62')	(17.34')
C7	(107.00')	(14.3847')	(27.35')	(13.75')
C8	(63.00')	(92.5829')	(102.23')	(66.36')
C9	(1271.00')	(533.58')	(23.47')	(61.78')
C10	(103.00')	(11207.47')	(20.01')	(10.04')
C11	(71.00')	(11207.47')	(39.16')	(105.85')
C12	465.00'	110759'	90.35'	45.32'

LINE TABLE

LINE #	LENGTH	BEARING
L1	(143.35')	(N39°28'10"W)
L2	(2.82')	(N75°46'38"E)
L3	(46.00')	(N39°28'10"W)
L4	(34.99')	(N41°38'12"E)
L5	(29.57')	(N56°16'59"E)
L6	(28.33')	(N67°16'28"E)
L7	(28.93')	(N21°16'28"E)
L8	(50.39')	(N66°26'21"E)
L9	(19.98')	(N25°51'28"W)
L10	(145.17')	(N14°41'26"W)
L11	(2.05')	(N28°53'08"E)
L12	(107.84')	(N75°18'34"E)

LEGEND

DENOTES SEE SHEET NO.

MATCH LINE SHEET

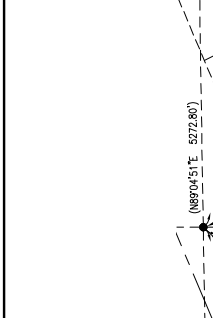
BASIS OF BEARING

ALL BEARING COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, COCS83, ZONE 10N. THE POINTS OF THE CALIFORNIA COORDINATE SYSTEM ARE BASED ON THE SPATIAL REFERENCE NETWORK, OR EQUIVALENT STATIONS: "EMPP", "RHIS" AND "P575".

ALL DISTANCES SHOWN ARE ON THE GROUND. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.999888867.

SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS NOTED, PER TRACT NO. 20010, M.B. _____ (UNLESS OTHERWISE NOTED)
- RECORD AND MEASURED DATA PER TRACT NO. 20010, M.B. _____



TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. FOR CONDOMINIUM PURPOSES CARLA E. BERARD
 ONTARIO, CALIFORNIA L.S. NO. 7224
 NOVEMBER 2021

NUMBERED LOTS: 9
 LETTERED LOTS: 0
 GROSS AREA: 7.97 ACRES
 NET AREA: 7.97 ACRES

SURVEYOR'S NOTES

- INDICATES FOR INTERIOR LOT CORNERS AND LOT LINES, SET, LED AND TACK W/TAG STAMPED, "LS 7224", FLUSH TO BE SET AT ALL LOCATIONS WHERE POINT FALLS IN CONCRETE; SET, "I" IRON PIPE W/TAG STAMPED, "LS 7224", FLUSH, TO BE SET WHERE POINT FALLS IN ASPHALT OR IN LANDSCAPE AREAS.
- INDICATES FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854".
- INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854".
- ▲ INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED, "PLS 7854", FLUSH.
- () INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED, "PLS 7854", FLUSH.
- () RECORD AND MEASURED DATA PER TRACT NO. 20010.
- M.B. _____

PROPOSED EASEMENTS

- (A) INDICATES EASEMENT FOR PUBLIC UTILITY AND EMERGENCY ACCESS.
- (B) INDICATES EGRESS PURPOSES TO THE CITY OF FONTANA DEDICATED HEREON.
- (C) INDICATES EASEMENT FOR INGRESS/EGRESS AND WATER PURPOSES TO THE WEST VALLEY WATER DISTRICT DEDICATED HEREON.

EXISTING EASEMENTS

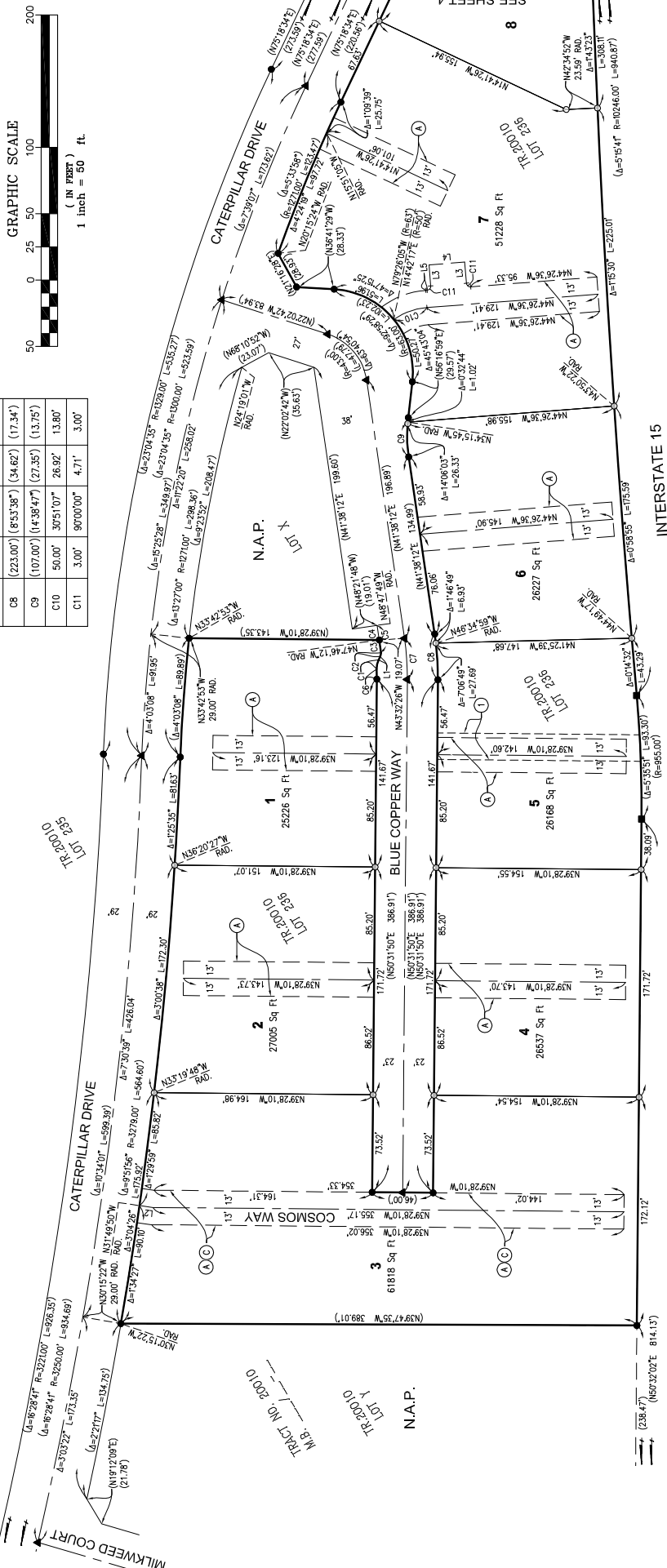
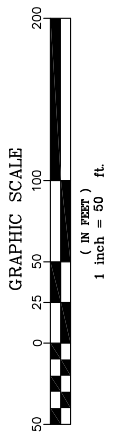
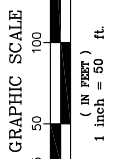
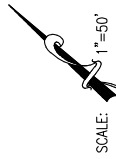
- (1) INDICATES EASEMENT TO WEST VALLEY WATER DISTRICT FOR WATERLINE PURPOSES PER TRACT NO. 20010, M.B. _____

LINE TABLE

LINE #	LENGTH	BEARING
L1	(2.82)	(N75°46'38"E)
L2	10.21	(N32°03'27"W)
L3	16.00	(N45°33'24"E)
L4	27.00	(N44°26'36"W)
L5	1.08	(N44°26'36"W)

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	(15.00')	(27°42'32")	(7.25')	(3.70')
C2	(5.00')	(31°33'06")	(2.75')	(1.41')
C3	(617.51')	(0°54'27")	(9.78')	(4.89')
C4	(617.51')	(1°01'36")	(11.07')	(5.53')
C5	(617.51')	(1°56'03")	(20.85')	(10.42')
C6	(177.00')	(2°27'45")	(7.61')	(3.80')
C7	(200.00')	(6°53'38")	(31.05')	(15.55')
C8	(223.00')	(8°53'38")	(34.62')	(17.34')
C9	(107.00')	(14°38'47")	(27.35')	(13.75')
C10	50.00'	30°51'07"	26.92'	13.80'
C11	3.00'	90°00'00"	4.71'	3.00'



TRACT NO. 20070

IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF LOT 236 OF TRACT 20010, AS SHOWN ON A MAP FILED IN BOOK _____ PAGES _____ THROUGH _____
 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

L.D. KING, INC. CARLA E. BERARD
 ONTARIO, CALIFORNIA L.S. NO. 7224
 FOR CONDOMINIUM PURPOSES
 NOVEMBER 2021

NUMBERED LOTS: 9
 LETTERED LOTS: 0
 GROSS AREA: 7.97 ACRES
 NET AREA: 7.97 ACRES

WEST VALLEY WATER DISTRICT'S CERTIFICATE OF ACCEPTANCE
 I, PEGGY ASHCE, SECRETARY OF THE BOARD OF DIRECTORS OF WEST VALLEY WATER DISTRICT DO HEREBY
 CERTIFY THAT THE PRESENTING CONVEYANCE INSTRUMENT HAS BEEN REVIEWED AND ACCEPTED FOR
 RECORDATION BY THE UNDERSIGNED OFFICER IN BEHALF OF THE BOARD OF DIRECTORS OF WEST
 VALLEY WATER DISTRICT PURSUANT TO GOVERNMENT CODE SECTION 54957 OF THE BOARD OF DIRECTORS,
 ADOPTED ON OCTOBER 1, 2020.

PEGGY ASHCE
 SECRETARY OF THE WEST VALLEY WATER DISTRICT
 AND THE BOARD OF DIRECTORS THEREOF

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF
 THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
 TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
 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/HEY 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 _____ MY PRINCIPAL PLACE OF BUSINESS AS IN
 COUNTY _____
 MY COMMISSION NO. _____
 MY COMMISSION EXPIRES _____

PRINT NAME _____

SCALE: 1"=50'

GRAPHIC SCALE
 1 inch = 50 ft
 (IN FEET)

0 25 50 100 200

INTERSTATE 15

SEE SHEET 3

PROPOSED EASEMENTS

(A) INDICATES EASEMENT FOR PUBLIC UTILITY AND EMERGENCY ACCESS

(B) INDICATES EASEMENT FOR PUBLIC UTILITY, EMERGENCY ACCESS AND PUBLIC SERVICE VEHICULAR INGRESS/EGRESS PURPOSES TO THE CITY OF FONTANA DEDICATED HEREON.

(C) INDICATES FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854"

(D) INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854"

(E) INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854", FLUSH AT CENTERLINE CONTROL POINT PER TRACT MAP NO. 20010, M.B. _____

(F) RECORD AND MEASURED DATA PER TRACT NO. 20010.

SURVEYOR'S NOTES

(1) INDICATES FOR INTERIOR LOT CORNERS AND LOT LINES, SET, LED AND TACK W/ TAG STAMPED, "LS 7224", FLUSH, TO BE SET AT ALL LOCATIONS WHERE POINT FALLS IN CONCRETE, SET 1" IRON PIPE W/ TAG STAMPED "LS 7224", FLUSH, TO BE SET WHERE POINT FALLS IN ASPHALT OR IN LANDSCAPE AREAS.

(2) INDICATES FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854"

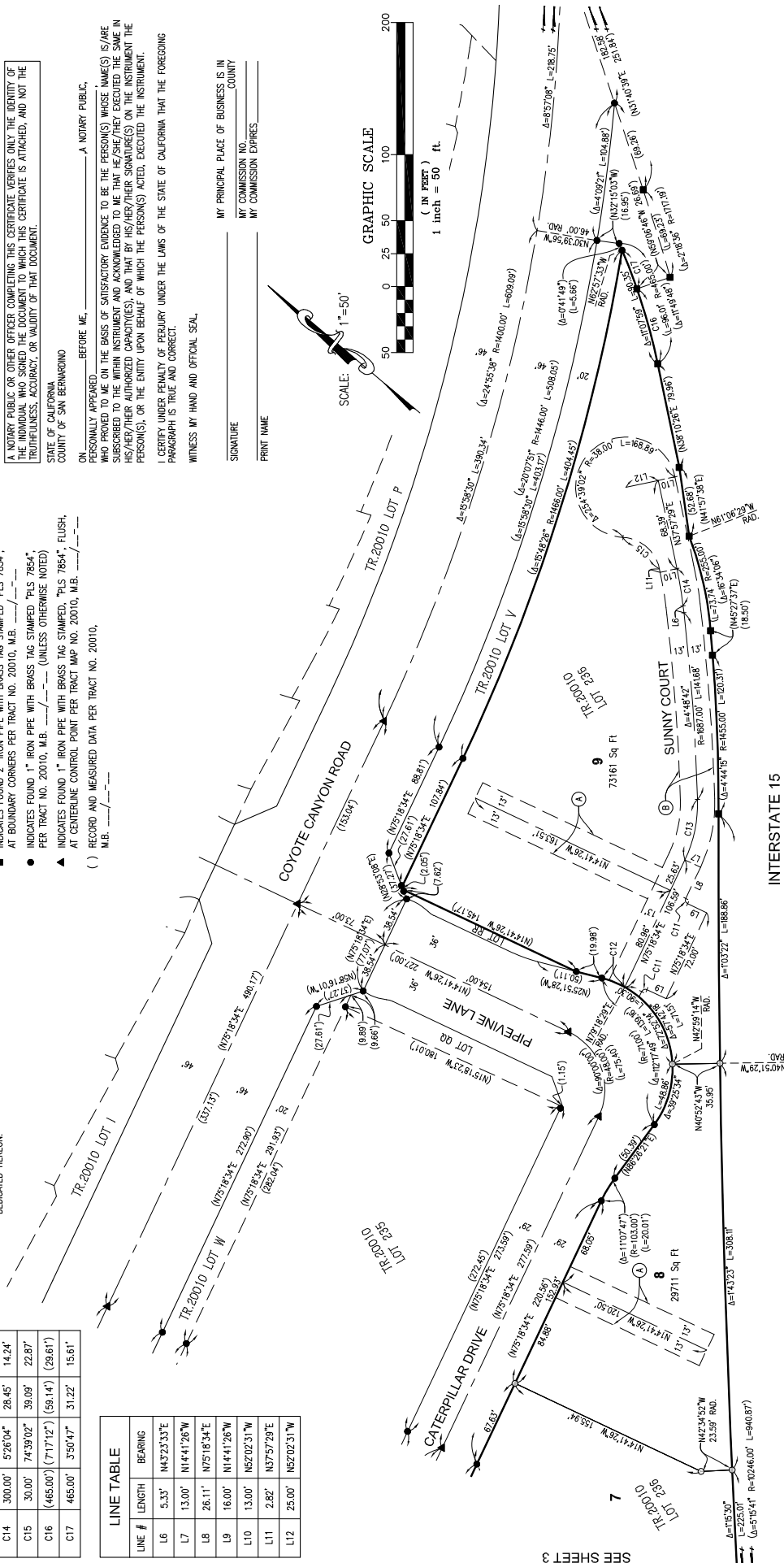
(3) INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854"

(4) INDICATES FOUND 1" IRON PIPE WITH BRASS TAG STAMPED "PLS 7854", FLUSH AT CENTERLINE CONTROL POINT PER TRACT MAP NO. 20010, M.B. _____

(5) RECORD AND MEASURED DATA PER TRACT NO. 20010.

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C11	3.00'	90°00'00"	4.71'	3.00'
C12	71.00'	15°09'57"	18.79'	9.45'
C13	100.00'	27°06'18"	47.31'	24.10'
C14	300.00'	5°26'04"	28.45'	14.24'
C15	30.00'	74°39'02"	39.09'	22.87'
C16	(485.00')	(7°17'12")	(58.14')	(29.61')
C17	465.00'	3°50'47"	31.22'	15.61'

LINE #	LENGTH	BEARING
L6	5.33'	N43°23'33"E
L7	13.00'	N14°41'26"W
L8	26.11'	N75°18'34"E
L9	16.00'	N14°41'26"W
L10	13.00'	N62°02'31"W
L11	2.82'	N37°57'29"E
L12	25.00'	N62°02'31"W





**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT AND A QUITCLAIM DEED WITH I-15 LOGISTICS, LLC FOR I-15 LOGISTICS CENTER

BACKGROUND:

I-15 Logistics, LLC (“Developer”) is the owner of land located between Lytle Creek Road and north of the I-15 freeway in the City of Fontana, known as I-15 Logistics Center (“Development”). The Development consists of a new warehouse facility. The existing 10-inch diameter water main has a blanket easement and it is located within the Developer’s property. The Developer is requesting that West Valley Water District (“District”), quitclaim the easement of the existing water main within their property and install a new water main in public right-of-way at their expense.

DISCUSSION:

The District and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) to relocate the existing water facilities within private property and supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

The District reviewed the Developer’s request to quitclaim the proposed area and did not identify any conflicting facilities within the proposed quitclaim area, nor will the release of the excess land impact the District’s ongoing operation of its existing infrastructure. Attached as Exhibit B is the proposed Quitclaim Deed to release a portion of the overlying easement.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

BP:an

ATTACHMENT(S):

1. Exhibit A – Water System Infrastructure Installation and Conveyance Agreement with I-15 Logistics Center, LLC for I-15 Logistics Center
2. Exhibit B - Quitclaim Deed

EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of January 20, 2022, by and between **I-15 LOGISTICS, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 15-078** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TRACT 15-078 I-15 LOGISTICS CENTER**, as approved and provided at a later date attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer’s contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance (“General Liability Insurance”) providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage (“Automotive/Vehicle Liability Insurance”).

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 (“Workers’ Compensation Insurance”). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall provide a Contractor’s proposal based on the District approved water system plans. The Developer will provide a Contractor’s proposal and will be submitted to the District for review and approval at a later date (Exhibit “C”), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The Contractor’s proposal from the Developer for the **WATER IMPROVEMENT PLANS FOR TRACT 15-078 I-15 LOGISTICS CENTER**, is **TBD – DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** equal to 100 percent of the approved Developer’s estimate.

5.3. Warranty Bond: The Developer’s pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: WATER IMPROVEMENT PLANS FOR TRACT 15-078 I-15 LOGISTICS CENTER

7.3. Notices required shall be given to **Developer** addressed as follows:

I-15 LOGISTICS, LLC
DEVELOPER NAME: I-15 Logistics, LLC
ATTN TO: Andrea Arcilla
ADDRESS: 1300 Dove St, Suite 200, Newport Beach, CA 92660
RE: WATER IMPROVEMENT PLANS FOR TRACT 15-078 I-15 LOGISTICS CENTER

7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:
ATTN TO:
ADDRESS
RE: WATER IMPROVEMENT PLANS FOR TRACT 15-078 I-15 LOGISTICS CENTER

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District

requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to

the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

[CONTINUED ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
Shamindra Manbahal, General Manager

DEVELOPER:

I-15 LOGISTICS, LLC
a Delaware limited liability company

By: I-15 Logistics, LLC,
a Delaware corporation – Its Sole Manager

By: _____ Date: _____
Patrick Daniels
Authorized Agent

Exhibit A

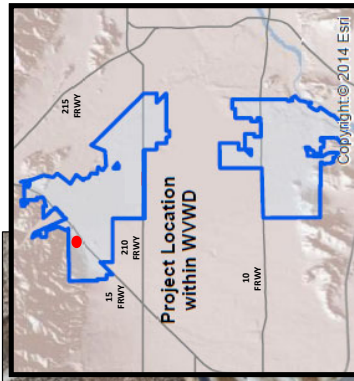


Exhibit A
I-15 Logistics Center (Caprock)

Exhibit B

Exhibit C

(to be provided at later date)

Exhibit D



**CALENDAR YEAR 2022
HOLIDAY SCHEDULE**

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022

EXHIBIT B

When recorded mail to:
I-15 Logistics, LLC
1300 Dove Street, Suite 200
Newport Beach, CA 92660

(SPACE ABOVE THE LINE FOR RECORDER'S OFFICE USE ONLY)

Project: A.P.N. 0239-091-13-0000

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **West Valley Water District**, a county water district, as successor in interest to the Lytle Creek Water and Improvement Company, does hereby remise, release and forever quitclaim to I-15 Logistics, LLC, a Delaware limited liability company, all right, title and interest in those certain easement rights granted or reserved in the real property described below pursuant to that certain document dated November 26, 1889, and recorded on December 9, 1889, in Book 108, Page 48 of Deeds of San Bernardino County, California, ONLY AS TO THAT CERTAIN REAL PROPERTY described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference, located in the County of San Bernardino, State of California.

Dated _____, 2022

WEST VALLEY WATER DISTRICT,
a county water district

By _____
Shamindra Manbahal., General Manager

By _____
Peggy Asche, Board Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss

On _____ before me, _____ a Notary Public, 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 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. (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss

On _____ before me, _____ a Notary Public, 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 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. (Seal)

EXHIBIT "A"
LEGAL DESCRIPTION
OF PROPERTY

THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 11 AND 19, ACCORDING TO MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 6 OF MAPS, PAGE 12, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 42 OF THE UNITED STATES GOVERNMENT SURVEY OF MUSCUIPABE GRANT, SAID STATION BEING THE SOUTHWESTERLY CORNER OF LOT 19 OF SAID SUBDIVISION; THENCE

SOUTH 54°15' EAST 677.2 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 19 TO A POINT 5 FEET NORTHWESTERLY FROM THE EASTERLY LINE OF SAID LOT 19; THENCE

NORTH 25° EAST 1596.4 FEET ALONG A LINE PARALLEL WITH AND 5 FEET NORTHWESTERLY OF THE EASTERLY LINE OF LOTS 19 AND 11, SAID EASTERLY LINE BEING THE CENTERLINE OF A STONE DITCH OWNED BY THE FONTANA UNION WATER COMPANY, TO A POINT ON THE SOUTHERLY LINE OF LITTLE CREEK ROAD, A COUNTY ROAD; THENCE

SOUTH 61°55' WEST 448.13 FEET ALONG THE SOUTHERLY LINE OF SAID COUNTY ROAD; THENCE

SOUTH 30°20'22" WEST 526.54 FEET; THENCE

NORTH 62°47'18" WEST 347.41 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF LOT 19 DISTANT THEREON SOUTH 25° WEST FROM THE NORTHWESTERLY CORNER OF SAID LOT 19, 406.21 FEET; THENCE

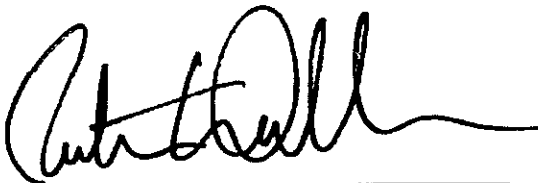
CONTINUING SOUTH 25° WEST 600.95 FEET TO THE POINT OF BEGINNING.

CONTAINING: 637,430 SQ. FT. OR 14.633 ACRES, MORE OR LESS

EXHIBIT "B": ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO: ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

PREPARED BY ME OR UNDER MY SUPERVISION:



ROBERT WALKER, L.S. 7137

07-26-2021
DATE

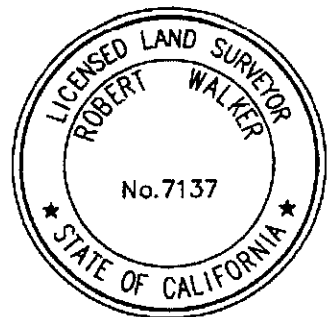
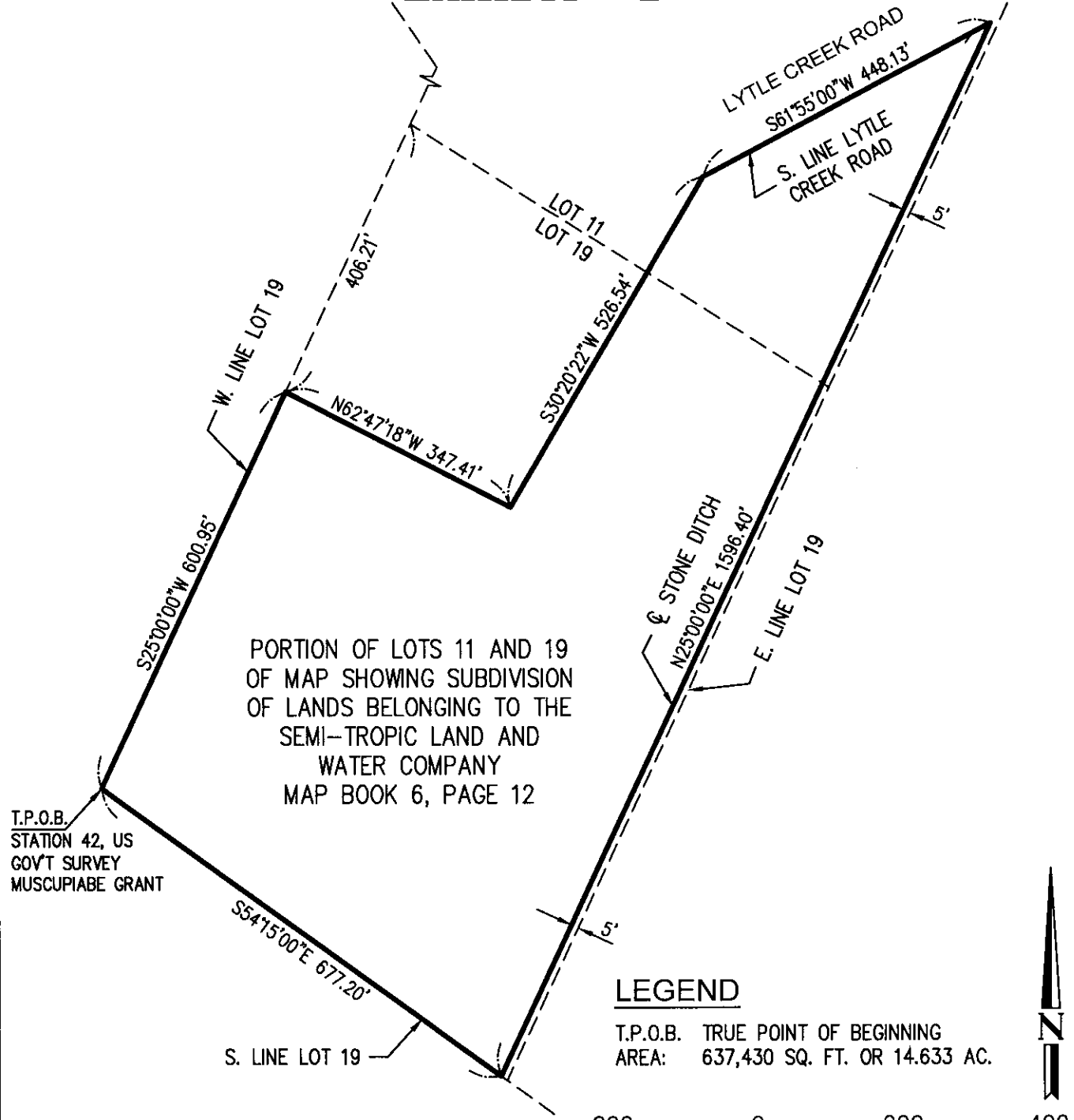


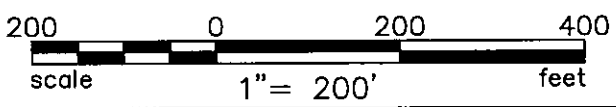
EXHIBIT "B"



PORTION OF LOTS 11 AND 19 OF MAP SHOWING SUBDIVISION OF LANDS BELONGING TO THE SEMI-TROPIC LAND AND WATER COMPANY MAP BOOK 6, PAGE 12

LEGEND

T.P.O.B. TRUE POINT OF BEGINNING
 AREA: 637,430 SQ. FT. OR 14.633 AC.



DAVID EVANS AND ASSOCIATES INC.
 25152 SPRINGFIELD COURT, SUITE 350
 SANTA CLARITA, CA 91355
 Phone: 661-284-7400

Job Number:	CPRK115L0001
Date:	07-26-21
Scale:	1"=200'
Sheet 1 of	1 Sheet

Drawing Name: P:\C\CPRK115L0001\04-00CAD\SV\EXHIBITS\Parcel 1 Legal Description & Exhibit\CPRK115L0001_Exhibit B.dwg
 Last Opened: Jul 26, 2021 - 4:52pm by: Rawo



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LS-FONTANA, LLC FOR TTM 20010 (LOTS 1-155) FOR MONARCH HILLS DEVELOPMENT

BACKGROUND:

LS-Fontana, LLC (“Developer”) is the owner of land located north of Duncan Canyon Road, east of Hawk Ridge Avenue and west of the I-15 freeway in the City of Fontana, known as TTM 20010 (Lots 1-155) for Monarch Hills Development (“Development”). The Development consists of mixed single-family and multi-family residential housing lots requiring water services. Their respective in-tract water facilities will be constructed to allow for new domestic and irrigation connections.

DISCUSSION:

The District and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”) within private property and supply water to the Development. This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as Exhibit A is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development which also includes the location of the Development.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

BP:an

ATTACHMENT(S):

1. Exhibit A – Water System Infrastructure Installation and Conveyance Agreement with LS-Fontana, LLC for TTM 20010 (Lots 1-155) Monarch Hills Development

EXHIBIT A

**WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of January 20, 2022, by and between **LS-FONTANA, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TTM 20010 LOTS 1-155 MONARCH HILLS DEVELOPMENT** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR TTM 20010 LOTS 1-155 MONARCH HILLS DEVELOPMENT**, as approved and provided at a later date attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

2.2 The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall provide a Contractor’s proposal based on the District approved water system plans. The Developer will provide a Contractor’s proposal and will be submitted to the District for review and approval at a later date (Exhibit “C”), and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The Contractor’s proposal from the Developer for the **WATER IMPROVEMENT PLANS FOR TTM 2010 LOTS 1-155 MONARCH HILLS DEVELOPMENT**, is **TBD –DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – DOLLARS and 00/100 (\$0.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions. The Developer shall provide the District with a performance bond from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond shall be in the amount of **DEVELOPER WILL PROVIDE BOND AMOUNT AT A LATER DATE – TBD – DOLLARS and 00/100 (\$0.00)** equal to 100 percent of the approved Developer’s estimate.

5.3. Warranty Bond: The Developer’s pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans. The approved plans will be provided at a later date (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: Water Improvement Plans for Monarch Hills Development TTM 20010 Lots 1-155

7.3. Notices required shall be given to **Developer** addressed as follows:

DEVELOPER NAME: LS-FONTANA LLC

ATTN TO: SHANNON WHITTAKER

ADDRESS: 7525 IRVINE CENTER DR, SUITE 200. IRVINE, CA 92618

RE: Water Improvement Plans for TTM 20010 Lots 1-155 Monarch Hills Development

7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME: LOCKTON INSURANCE BROKERS, LLC

ATTENTION: MARTHA BARRERAS

19800 MACARTHUR BLVD, SUITE 1250

IRVINE, CA 92612

RE: Water Improvement Plans for TTM 20010 Lots 1-155 Monarch Hills Development

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District

requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members , officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirement of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits, shall be paid in full prior to the execution of this Agreement and before construction can take place.

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to

the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

[CONTINUED ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

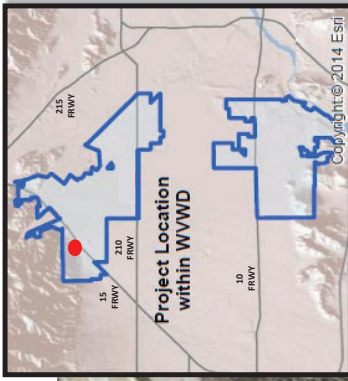
By: _____ Date: _____
Shamindra Manbahal, General Manager

DEVELOPER:

LS-FONTANA LLC
a Delaware Corporation

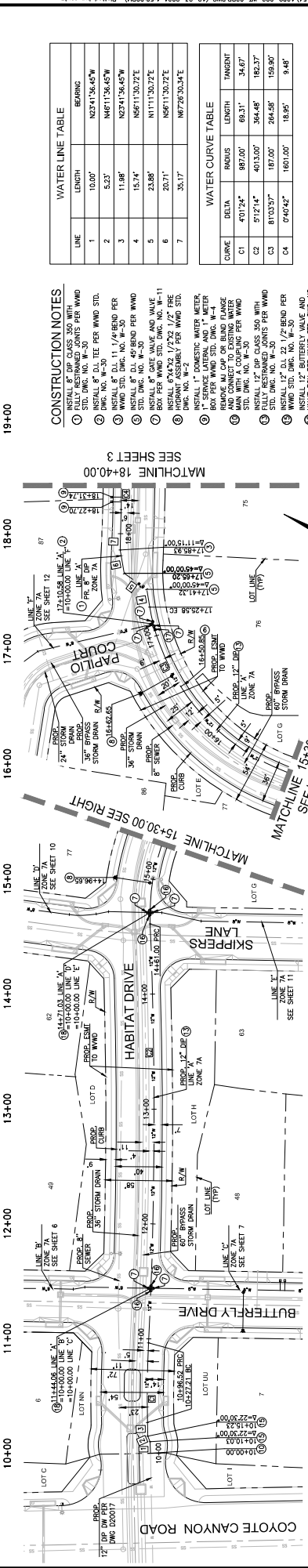
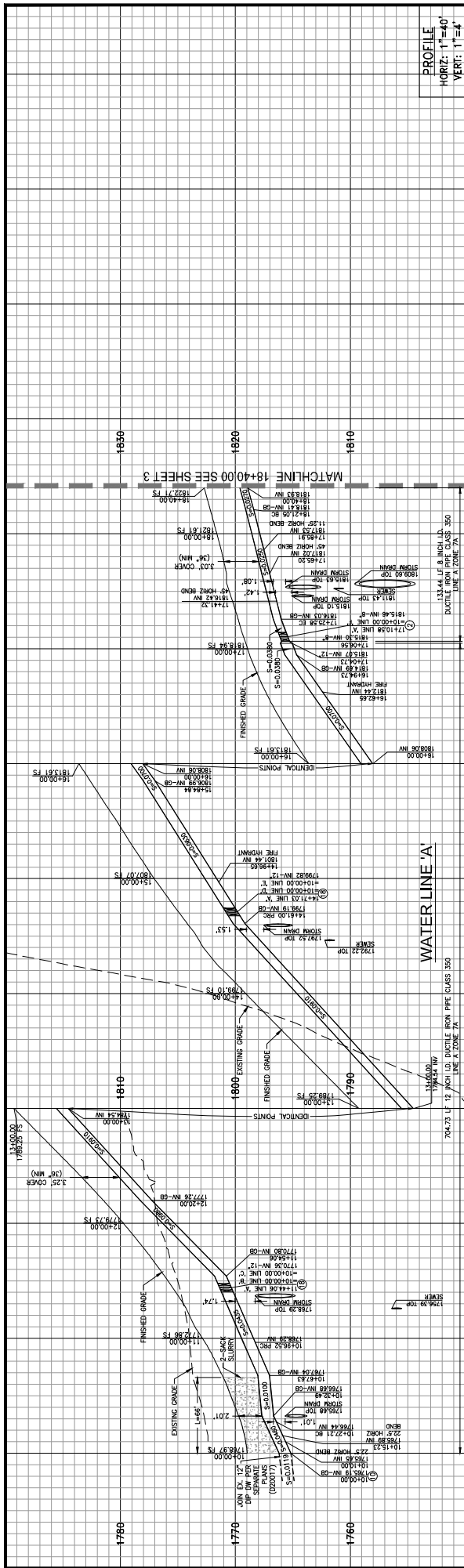
By: _____ Date: _____
Shannon Whittaker, Assistant Vice President
Authorized Agent

Exhibit A



3.b.6.a

Exhibit B



WATER LINE TABLE		WATER CURVE TABLE				
LINE	LENGTH	CURVE	DETA	RADIUS	LENGTH	TANGENT
1	10.00'	C1	407.24'	987.00'	69.31'	34.67'
2	5.23'	C2	9721.4'	4013.00'	364.48'	180.33'
3	11.88'	C3	8103.93'	187.00'	264.88'	159.80'
4	15.74'	C4	2404.27'	1601.00'	18.95'	9.48'
5	23.88'					
6	20.71'					
7	35.17'					

CONSTRUCTION NOTES

- INSTALL 8" DIP CLASS 500 WITH FULLY RESTRAINED JOINTS PER WWD STD.
- DWG. NO. W-30
- INSTALL 8" DIP CLASS 500 WITH FULLY RESTRAINED JOINTS PER WWD STD.
- DWG. NO. W-30
- INSTALL 8" DATE VALVE AND VALVE-11 BOX PER WWD STD. DWG. NO. W-30
- INSTALL 8" HYDRANT ASSEMBLY PER WWD STD. DWG. NO. W-2
- 1" SERVICE WATER, WATER METER, BOX PER WWD STD. DWG. NO. W-4
- MAN WITH A COUPLING PER WWD AND CONNECT TO EXISTING WATER MAIN
- INSTALL 12" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DWG. NO. W-30
- INSTALL 12" BUTTERFLY VALVE AND BOX PER WWD STD. DWG. NO. W-11
- INSTALL 12" X 8" D.I. REDUCER PER WWD STD. DWG. NO. W-30
- INSTALL 12" X 8" D.I. REDUCER PER WWD STD. DWG. NO. W-30

WATER MAIN IMPROVEMENT PLANS

CITY OF FONTANA, CALIFORNIA

LINE 'A' PLAN & PROFILE
10+00.00 TO 19+40.00
LOTS 001-155

DATE: 12/23/2021

PROJECT NO: DZ2011

REVISION: 1

DESIGNED BY: KENNETH T. KOZLIK

CHECKED BY: R.C.E. 7/18/83

SCALE: 1" = 40'

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

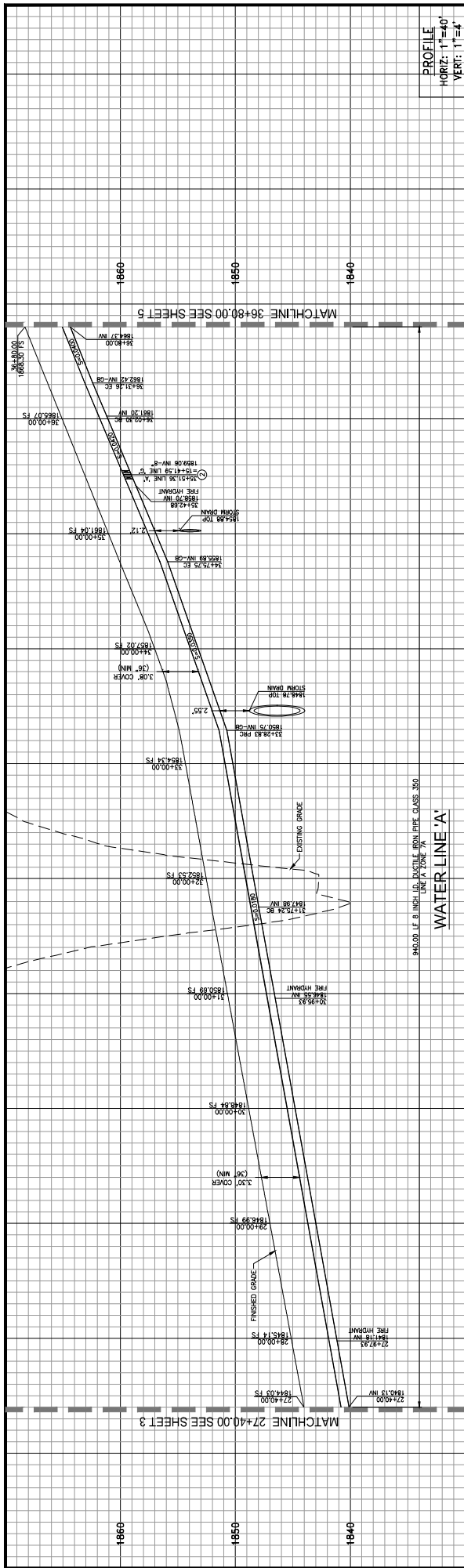
FUSCOE
16795 Van Gorman, Suite 100
Fontana, CA 92335
Tel: 951.847.1500 & 951.847.4315
www.fuscoe.com

DIGITIZER
DIGITAL SCANNING SERVICE
1000-227-5600
A PUBLIC SERVICE BY UNDERGROUND SERVICE FILMS

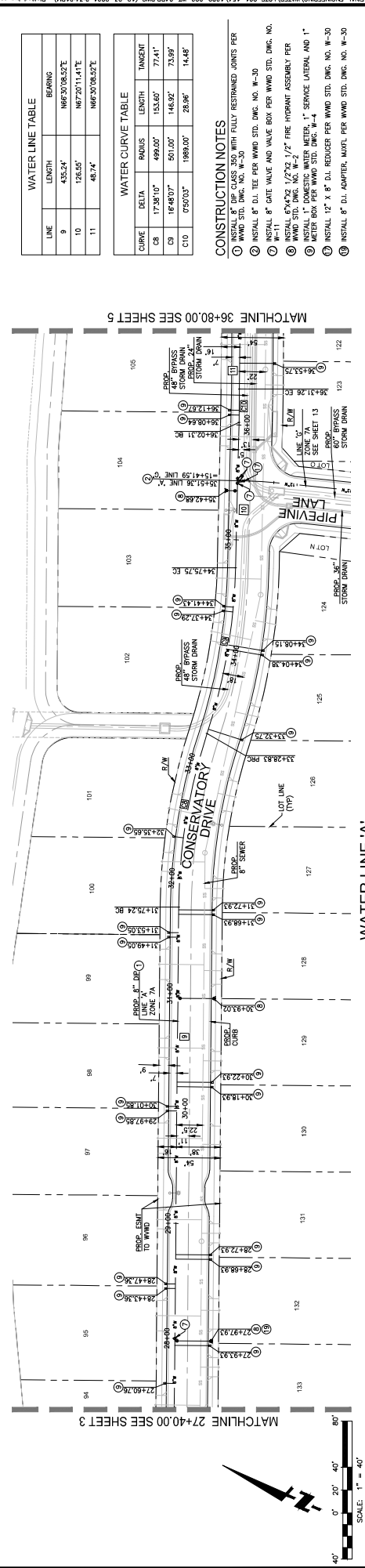
PRESSURE ZONE
ZONE 7A

DRAWING NUMBER
DZ2011

Packet Pg. 139



PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'



WATER LINE TABLE

LINE	LENGTH	BEARING
9	435.24'	N63°03'08.52"E
10	126.55'	N67°20'11.41"E
11	48.74'	N63°09'08.52"E

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C8	17°38'10"	499.00'	153.60'	77.41'
C9	16°48'07"	501.00'	146.92'	73.99'
C10	0°50'03"	1889.00'	28.96'	14.48'

CONSTRUCTION NOTES

- INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DWG. NO. W-30
- INSTALL 8" D.I. TEE PER WWD STD. DWG. NO. W-30
- INSTALL 8" GATE VALVE AND VALVE BOX PER WWD STD. DWG. NO. W-30
- INSTALL 6"x6"x2' 1/2" (7/2) 1/2" FIRE HYDRANT ASSEMBLY PER WWD STD. DWG. NO. W-2
- INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DWG. W-4
- INSTALL 12" X 8" D.I. REDUCER PER WWD STD. DWG. NO. W-30
- INSTALL 8" D.I. ADAPTER, MANFL PER WWD STD. DWG. NO. W-30

CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

LINE 'A' PLAN & PROFILE
 27+40.00 TO 36+80.00
 LOTS 001-155

DATE: 12/23/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

Prepared Under the Supervision of:
 KENNETH T. KOZLIK, P.E., R.C.E. 71883
 REGISTERED PROFESSIONAL ENGINEER - CIVIL

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REGIONAL ADOPTION

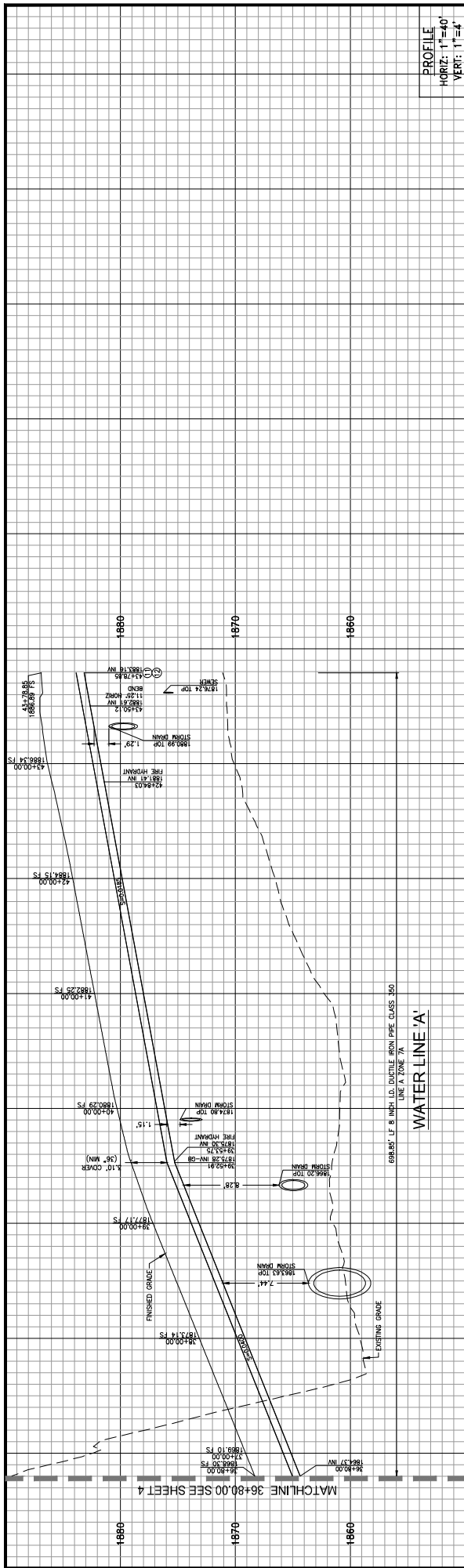
FUSCOE
 18795 Van Gorman, Suite 100
 Fontana, CA 92335
 TEL: 951.847.1500 & 951.847.4335
 www.fuscoe.com

DIGITIZER
 DIAL INDICATOR
 1/2" = 1" SCALE
 1000-227-5600
 A PUBLIC SERVICE BY UNDERGROUND SERVICE FILMS

PRESSURE ZONE
 ZONE 7A

DRAWING NUMBER
 DZZ011

SCALE: 1" = 40'

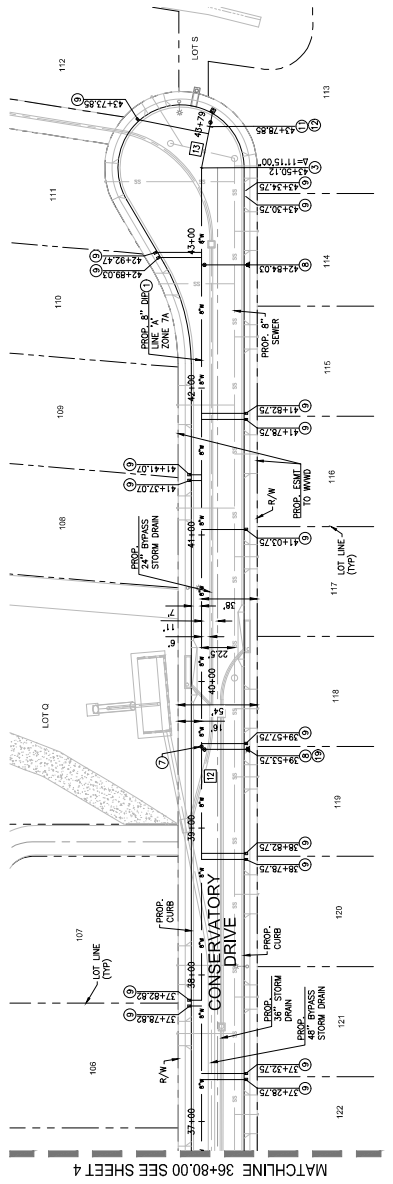
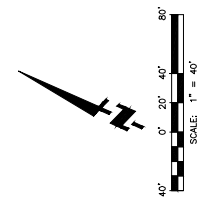


PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

WATER LINE TABLE		
LINE	LENGTH	BEARING
12	676.12'	N66°30'08.52"E
13	28.73'	N77°45'08.52"E

CONSTRUCTION NOTES

- ① INSTALL 8" D.I. ADAPTER, MAKE PER WIND STD. DWG. NO. W-30
- ② INSTALL 8" D.I. 11 1/4" BEND PER WIND STD. DWG. NO. W-30
- ③ INSTALL 8" GATE VALVE AND VALVE BOX PER WIND STD. DWG. NO. W-11
- ④ INSTALL 6"x4"x2 1/2" 2x2 1/2" FIRE INHIBITANT ASSEMBLY PER WIND STD. DWG. NO. W-2
- ⑤ METER BOX PER WIND STD. DWG. W-4
- ⑥ INSTALL 8" MI CAP OR BLIND FLANGE PER WIND STD. DWG. NO. W-30
- ⑦ 600-END FLUSH-OUT PER WIND STD. DWG. NO. W-28
- ⑧ INSTALL 8" D.I. ADAPTER, MAKE PER WIND STD. DWG. NO. W-30



CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

DATE: 12/23/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

PROJECT: LINE 'A' PLAN & PROFILE
 36+80.00 TO 43+78.85
 LOTS 001-155

DATE: 12/23/21
 R.C.E. 71883

Prepared Under The Supervision Of:
 [Signature]
 KENNETH T. KOZLIK R.C.E. 71883

REGISTERED PROFESSIONAL ENGINEER
 KENNETH T. KOZLIK
 No. RCE 71883
 Exp. 2/31/22
 CIVIL
 STATE OF CALIFORNIA

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

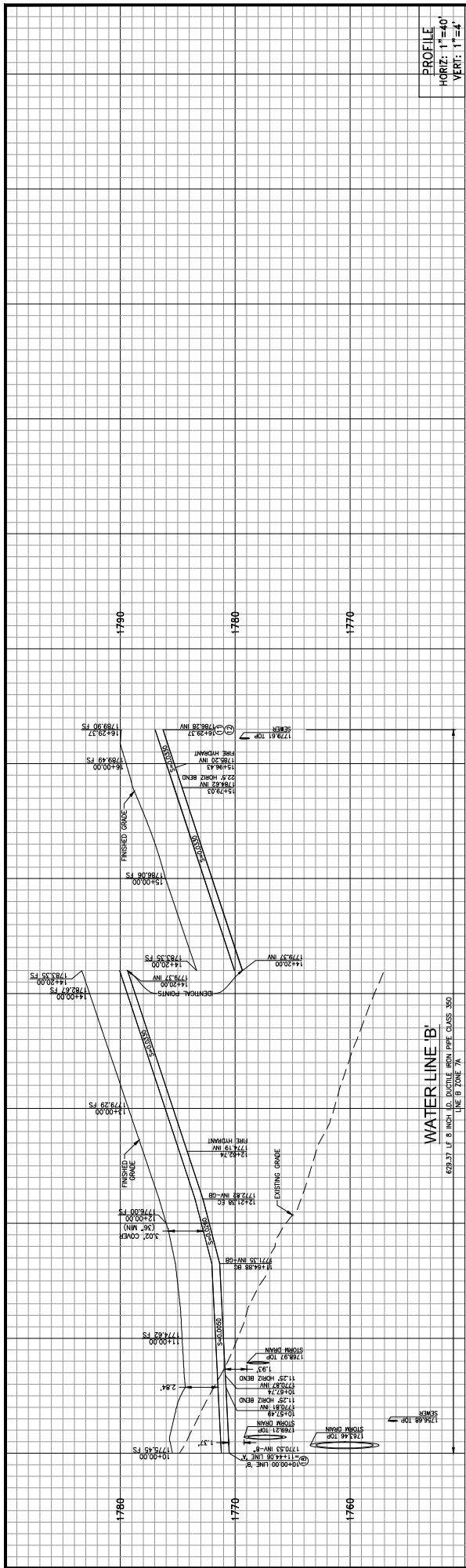
REVISION DESCRIPTION

NO.	DATE	BY	DESCRIPTION

PRESSURE ZONE
 ZONE 7A

DRAWING NUMBER
 DZ2011

FUSCOE
 16795 Van Gorman, Suite 100
 Fontana, CA 92335
 Tel: 951.844.1500 & 951.844.1315
 www.fuscoe.com



PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

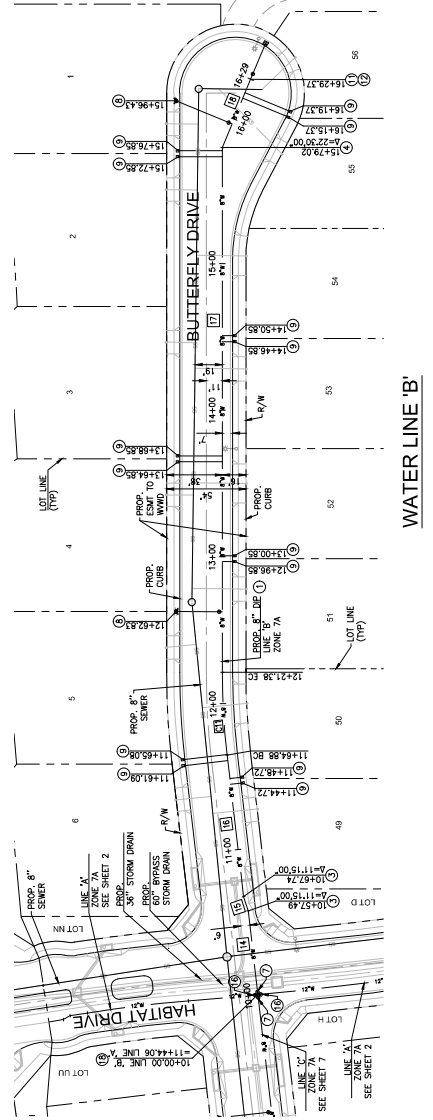
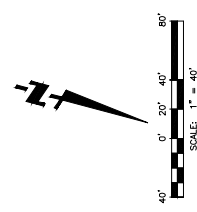
WATER LINE 'B'
 629.37 LF 8 INCH I.D. DUCTILE IRON PIPE CLASS 350
 LINE 'B' ZONE 7A

WATER LINE TABLE		
LINE	LENGTH	BEARING
14	57.49'	S68°30'56.05"W
15	10.25'	S57°15'56.05"W
16	97.13'	S68°30'56.05"W
17	357.66'	S75°08'09.71"W
18	50.34'	N82°11'50.29"W

WATER CURVETABLE				
CURVE	DELTA	BOUNDS	LENGTH	TANGENT
C11	63°71'4"	489.00'	56.50'	26.28'

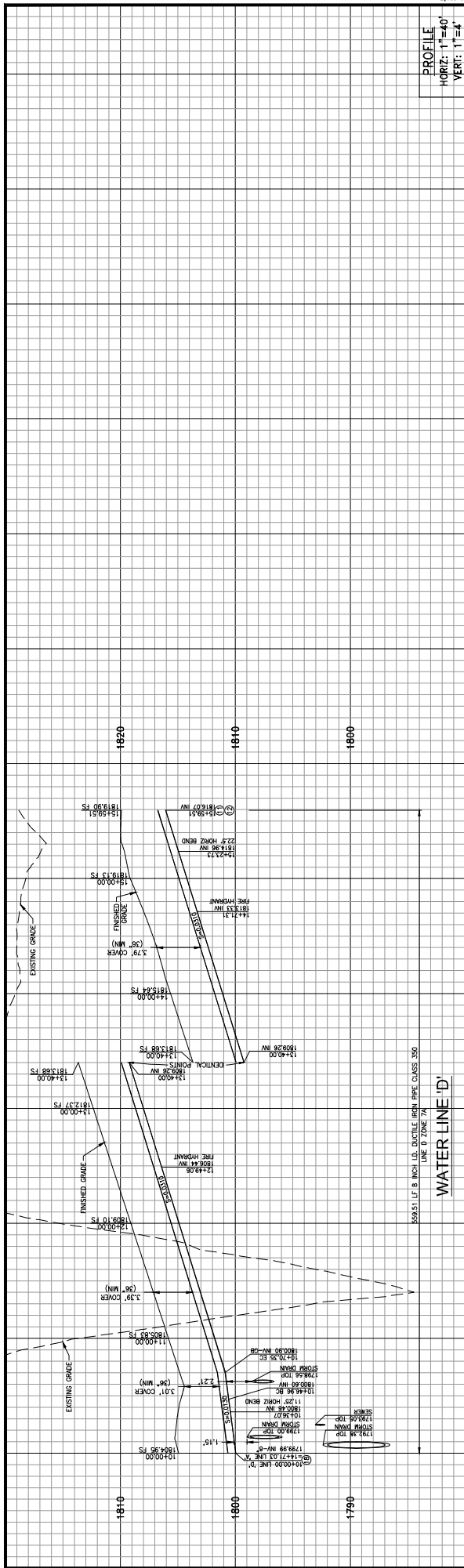
CONSTRUCTION NOTES

- 1. INSTALL 8" CPVC CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DMC. NO. W-30
- 2. INSTALL 8" D.I. 11 1/4 BEND PER WWD STD. DMC. NO. W-30
- 3. INSTALL 8" D.I. 22 1/2 BEND PER WWD STD. DMC. NO. W-30
- 4. INSTALL 8" GATE VALVE AND VALVE BOX PER WWD STD. DMC. NO. W-30
- 5. INSTALL 6" M² 1/2" 1/2" FIRE HYDRANT ASSEMBLY PER WWD STD. DMC. NO. W-2
- 6. INSTALL 1" SERVICE LATERAL AND 1" METER BOX PER WWD STD. DMC. W-4
- 7. INSTALL 8" MI CAP OR BLIND FLANGE PER WWD STD. DMC. NO. W-30
- 8. INSTALL 4" BEAD-END FLUSH-OFF PER WWD STD. DMC. NO. W-30
- 9. INSTALL 1/2" BUTTERFLY VALVE AND VALVE BOX PER WWD STD. DMC. NO. W-11
- 10. INSTALL 12" X 8" CROSS PER WWD STD. DMC. NO. W-30



3.b.6.a

DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 12/23/2021 PROJECT NO.: 10-40000 TO 16-29.37 SHEET NO.: 001-155	CITY OF FONTANA, CALIFORNIA WATER MAIN IMPROVEMENT PLANS PREPARED UNDER THE SUPERVISION OF: [Signature] KENNETH T. KOZLIK R.C.E. 71883	SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.	REGISTERED PROFESSIONAL ENGINEER KENNETH T. KOZLIK No. RCE 71883 Exp. 2/31/22 CIVIL STATE OF CALIFORNIA
PRESSURE ZONE ZONE 7A	DRAWING NUMBER DZ22011	18795 Van Gorman, Suite 100 Fontana, CA 92335 Tel: 951.841.505 & 951.841.4315 www.fusco.com	DIGIPLAN DIAL METER SERVICE 1500-227-5600 A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT



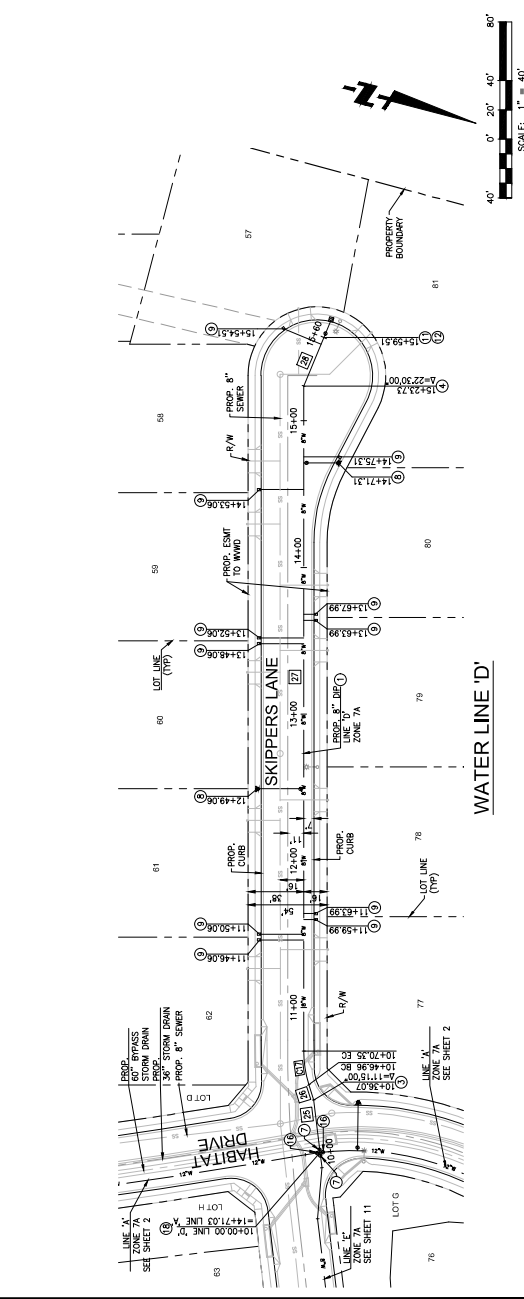
WATER LINE TABLE

LINE	LENGTH	BEARING
26	36.07'	S89°35'56.05"W
26	10.89'	S97°15'56.05"W
27	453.38'	S79°08'09.71"W
28	35.78'	N82°1'50.29"W

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C17	1752'14"	75.00'	23.93'	11.79'

- CONSTRUCTION NOTES**
- INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DMC. NO. W-30
 - INSTALL 8" D.I. 11 1/4 BEND PER WWD STD. DMC. NO. W-30
 - INSTALL 8" D.I. 22 1/2 BEND PER WWD STD. DMC. NO. W-30
 - INSTALL 8" GATE VALVE AND VALVE BOX PER WWD STD. DMC. NO. W-11
 - INSTALL 6"x4"x2 1/2" 1/2" FIRE HYDRANT ASSEMBLY PER WWD STD. DMC. NO. W-42
 - INSTALL 8" MI CAP OR BOND FLANGE PER WWD STD. DMC. NO. W-4
 - INSTALL 4" BEAD-END FLUSH-OUT PER WWD STD. DMC. NO. W-88
 - INSTALL 12" BUTTERFLY VALVE AND VALVE BOX PER WWD STD. DMC. NO. W-11
 - INSTALL 12" X 8" CROSS PER WWD STD. DMC. NO. W-30



CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

Prepared Under the Supervision of:
 KENNETH T. KOZLIK, R.C.E. 71883

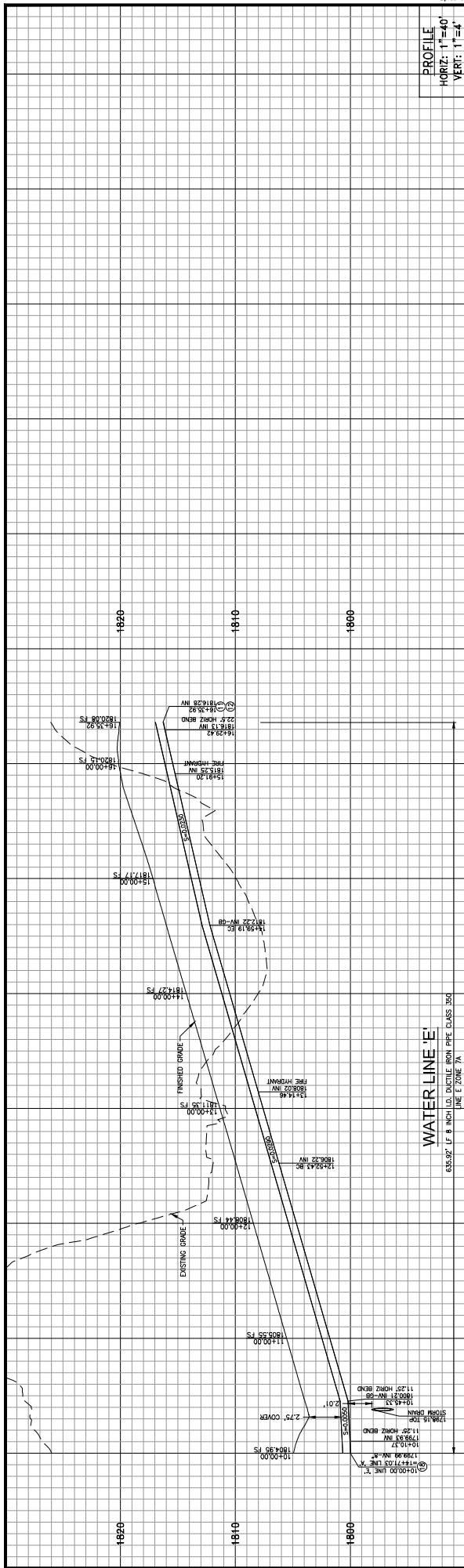
Professional Engineer
 KENNETH T. KOZLIK
 No. RCE 71883
 Exp. 2/3/22
 State of California
 License No. 32/23/21

LINE 'D' PLAN & PROFILE
 10+00.00 TO 15+50.51
 LOTS 001-155

Pressure Zone
 Zone 7A

Drawing Number
 DZ2011

Packet Pg. 147



PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

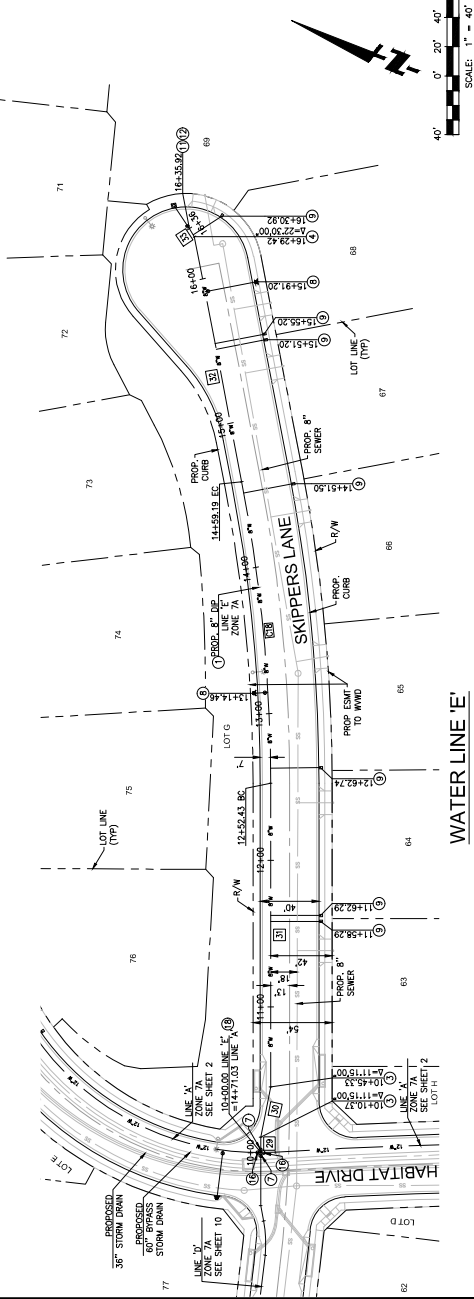
- CONSTRUCTION NOTES**
- ① INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WIND STD. DMC. NO. W-30
 - ② INSTALL 8" D.I. 11 1/4 BEND PER WIND STD. DMC. NO. W-30
 - ③ INSTALL 8" D.I. 22 1/2 BEND PER WIND STD. DMC. NO. W-30
 - ④ INSTALL 8" GATE VALVE AND VALVE BOX PER WIND STD. DMC. NO. W-11
 - ⑤ INSTALL 8" 1/2" 1/2" THE HORNBY ASSEMBLY PER WIND STD. DMC. NO. W-2
 - ⑥ INSTALL 1" DOMESTIC WATER METER, 1" SERVICE LATERAL AND 1" METER BOX PER WIND STD. DMC. NO. W-8
 - ⑦ INSTALL 8" 1/2" CAP OR BEND FLANGE PER WIND STD. DMC. NO. W-30
 - ⑧ INSTALL 4" DEQ-END FLUSH-OUT PER WIND STD. DMC. NO. W-8
 - ⑨ INSTALL 1" 1/2" BUTTERFLY VALVE AND VALVE BOX PER WIND STD. DMC. NO. W-11
 - ⑩ INSTALL 12" X 8" CROSS PER WIND STD. DMC. NO. W-30

WATER LINE TABLE

LINE	LENGTH	BEARING
29	10.37'	N68°30'56.02"E
30	34.86'	N79°45'56.02"E
31	207.11'	N68°30'56.02"E
32	170.23'	N07°29'50.01"E
33	6.50'	S33°05'50.01"W

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C18	107°50'00"	1080.00'	206.76'	103.69'



CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

LINE 'E' PLAN & PROFILE
 10+00.00 TO 16+35.92
 LOTS 001-155

DATE: 12/23/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

Prepared Under The Supervision Of:
 [Signature]
 KENNETH T. KOZLIK R.C.E. 71883

REGISTERED PROFESSIONAL ENGINEER
 KENNETH T. KOZLIK
 No. RCE 71883
 Exp. 2/31/22
 CIVIL
 STATE OF CALIFORNIA

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

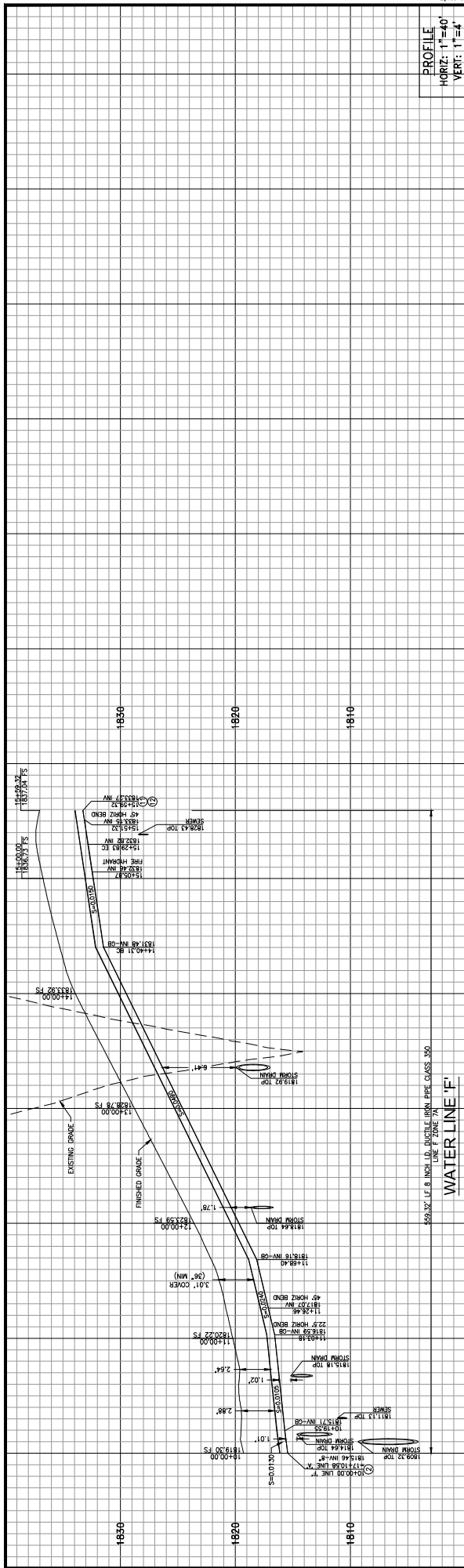
REV.	DESCRIPTION	DATE	BY	CHK

FUSCOE
 ENGINEERS & ARCHITECTS
 16795 Van Gorman, Suite 100
 Fontana, CA 92335
 Tel: 951.847.1500 & 951.847.43315
 www.fuscoe.com

DIGITAL
 DIGITAL PUBLIC WORKS RECORDING
 500-227-2500
 A PUBLIC SERVICE BY UNDERGROUND SERVICE RECORDS

PRESSURE ZONE
 ZONE 7A

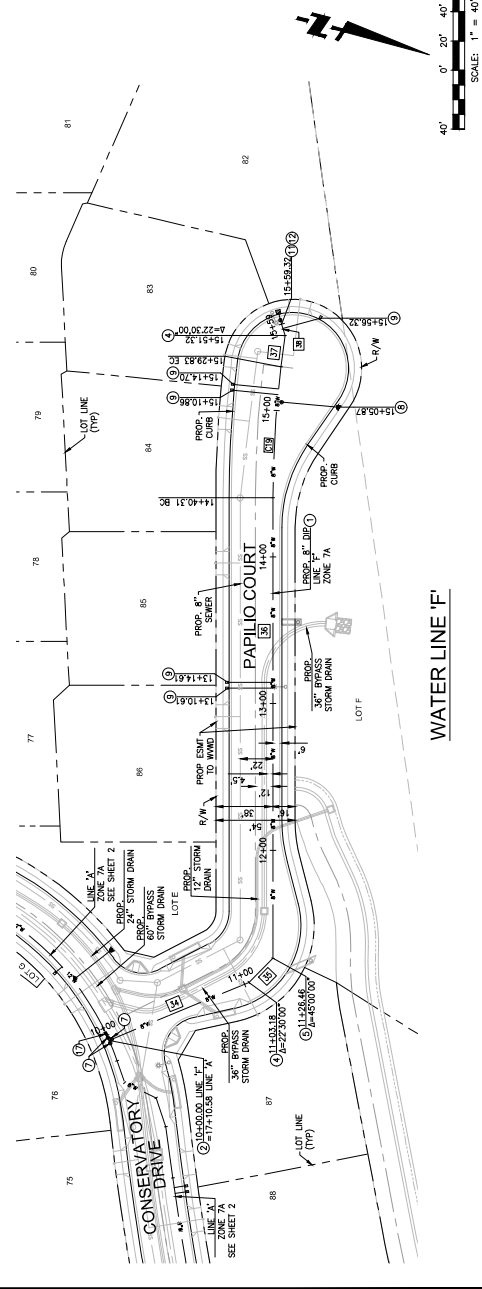
DRAWING NUMBER
 DZ2011



PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

WATER LINE TABLE		
LINE	LENGTH	BEARING
34	103.18'	N77°21'50.29"W
35	23.28'	N89°51'50.29"W
36	31.84'	STATIONED 21.74'
37	21.49'	S82°05'12.06"E
38	8.00'	N89°51'50.29"E

WATER CURVE TABLE			
CURVE	DELTA	RADIUS	TANGENT
C19	69°7'02"	738.00'	89.53'
			44.82'



- CONSTRUCTION NOTES**
- INSTALL 8" DIP CLASS 350 WITH FULLY RESTRAINED JOINTS PER WWD STD. DWG. NO. W-30
 - INSTALL 8" D.I. TEE PER WWD STD. DWG. NO. W-30
 - INSTALL 8" D.I. 22 1/2" BEND PER WWD STD. DWG. NO. W-30
 - INSTALL 8" D.I. 45 BEND PER WWD STD. DWG. NO. W-30
 - INSTALL 8" D.I. 90 BEND PER WWD STD. DWG. NO. W-30
 - INSTALL 8" D.I. 180 BEND PER WWD STD. DWG. NO. W-30
 - INSTALL 8" W. CAP OR BLIND FLANGE PER WWD STD. DWG. NO. W-30
 - INSTALL 12" X 8" D.I. REDUCER PER WWD STD. DWG. NO. W-30

3.b.6.a

CITY OF FONTANA, CALIFORNIA
 WATER MAIN IMPROVEMENT PLANS

Prepared Under The Supervision Of:

Kenneth T. Kozluk
 PROFESSIONAL ENGINEER
 License No. RCE 71889
 State of California

DATE: 12/23/2021
 DRAWING NO.: D22011
 PROJECT NO.: 15+59.32
 SHEET NO.: 001-155

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REVISION DESCRIPTION

NO.	DATE	BY	DESCRIPTION

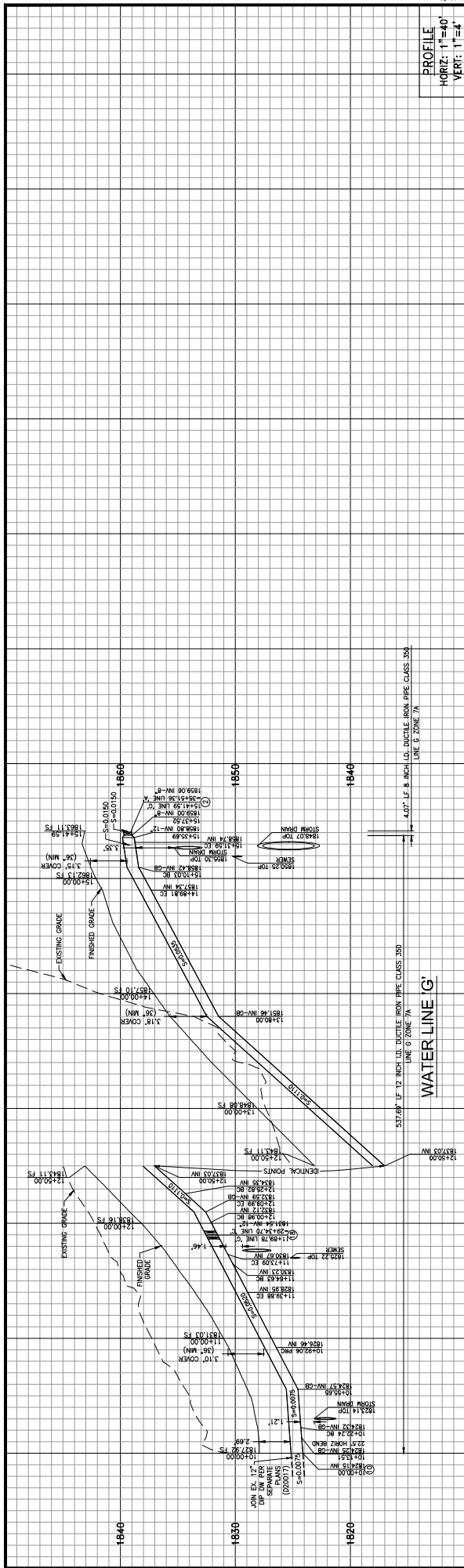
REVISION DESCRIPTION

NO.	DATE	BY	DESCRIPTION

FUSCOE
 ENGINEERS & ARCHITECTS
 16795 Van Gorman, Suite 100
 Fontana, CA 92335
 Tel: 951.847.1500 & 951.847.4315
 www.fuscoe.com

Pressure Zone
 Zone 7A

Drawing Number
 D22011



PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

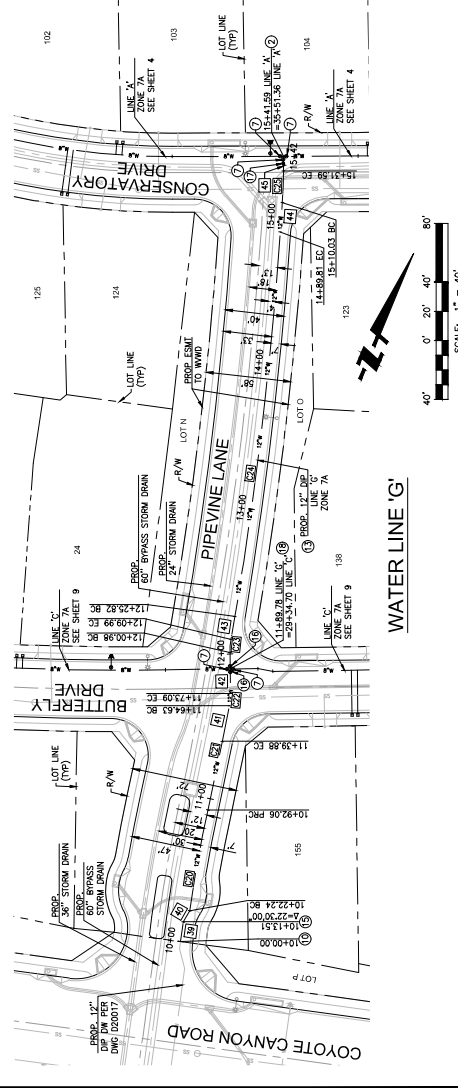
- CONSTRUCTION NOTES**
- INSTALL 8" D.I. TEE PER WWD STD. DMC. NO. W-30
 - INSTALL 8" GATE VALVE AND VALVE BOX PER WWD STD. DMC. NO.
 - REMOVE M/CAP OR BRND FLANGE AND CONNECT TO EXISTING WATER MAIN WITH A COUPLING PER WWD STD. DMC. NO. W-30
 - INSTALL 12" DIP CLASS 300 WITH FULLY RESTRAINED JOINTS PER WWD STD. DMC. NO. W-30
 - INSTALL 12" DI. 22 1/2" BEND PER WWD STD. DMC. NO. W-30
 - INSTALL 12" DI. 22 1/2" BEND PER WWD STD. DMC. NO. W-30
 - INSTALL 12" X 8" DI. REDUCER PER WWD STD. DMC. NO. W-30
 - INSTALL 12" X 8" DI. REDUCER PER WWD STD. DMC. NO. W-30

WATER LINE TABLE

LINE	LENGTH	BEARING
39	13.51'	N147°12'26.05"W
40	8.37'	N07°48'33.93"E
41	24.74'	N11°07'18.35"W
42	27.89'	N23°17'48.65"W
43	15.83'	N172°58'14.67"W
44	20.22'	N182°32'45.62"W
45	10.00'	N22°39'48.65"W

WATER CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C20	4°04'56"	860.00'	69.82'	34.92'
C21	1°03'27"	2726.00'	47.85'	23.91'
C22	1°07'30"	40.00'	8.46'	4.25'
C23	1°19'34"	50.00'	9.01'	4.52'
C24	5°34'31"	2715.00'	264.00'	132.10'
C25	4°07'03"	300.00'	21.56'	10.78'



City of Fontana, California
 WATER MAIN IMPROVEMENT PLANS

LINE 'G' PLAN & PROFILE
 10+00.00 TO 15+41.59
 LOTS 001-155

DATE: 12/23/2021
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DESIGNED BY: [Signature]

Prepared Under the Supervision of:
 KENNETH T. KOZLIK, R.C.E. 71883

SHOULD CONSTRUCTION OF THE REQUIRED IMPROVEMENTS NOT COMMENCE WITHIN TWO YEARS OF THE DATE OF APPROVAL SHOWN HEREON AND CARRIED FORTH IN A DILIGENT MANNER, THE CITY ENGINEER MAY REQUIRE REVISIONS TO THE PLANS TO BRING THEM INTO CONFORMANCE WITH STANDARDS IN EFFECT.

REGISTRATION NO. 10000
 KENNETH T. KOZLIK
 CIVIL ENGINEER

REVISION RECORD

NO.	DATE	DESCRIPTION

PRESSURE ZONE
 ZONE 7A

DRAWING NUMBER
 DZ2011

Packet Pg. 150

Exhibit C

(to be provided at later date)

Exhibit D



**CALENDAR YEAR 2022
HOLIDAY SCHEDULE**

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	Friday, December 31, 2021
Martin Luther King Jr. Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Day before Christmas	Friday, December 23, 2022
Christmas Day	Monday, December 26, 2022
New Year's Eve	Friday, December 30, 2022



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER A NON-INTERFERENCE LETTER FOR TRACT 20092
RIVER RANCH

BACKGROUND:

Lennar Homes of California, Inc. (“Developer”) is the owner of land located north of Sycamore Avenue, east of Country Club Drive and west of Oakdale Ave in the former El Rancho Verde Golf Course in the City of Rialto (“City”), known as Tract No. 20092, River Ranch (“Development”), as shown in **Exhibit A**. The City has required the Developer to obtain a Non-Interference Letter from West Valley Water District (“District”) as part of the entitlement process stating that the District will not expand its facilities to conflict with the Development, and that any existing or proposed easements would not impact the project.

DISCUSSION:

The Developer is currently working with the District to relocate all affected facilities within newly established right-of-way and dedicated easements so as to not interfere with the development. In conjunction with the Developer, the District has identified and remedied the existing utility conflicts within the proposed project area and has provided the District with alternatives which will not affect its long term supply operations. Attached for review and approval is a copy of the Non-Interference Letter labeled **Exhibit B**.

FISCAL IMPACT:

In accordance with West Valley Water District’s Document Review Application, the Developer was charged \$908.00 for the review and processing of documents related to the Non-Interference Letter.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:an

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Non-Interference Letter

EXHIBIT A

EXHIBIT B

BOARD OF DIRECTORS

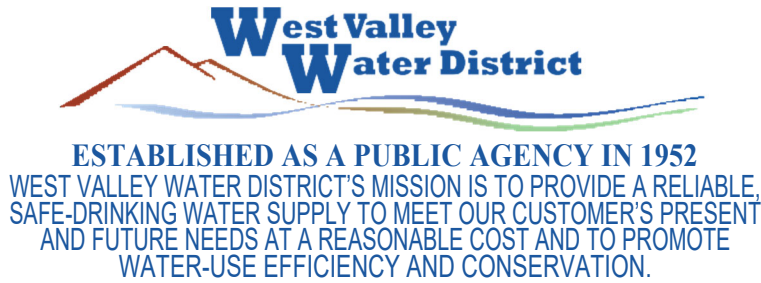
Channing Hawkins
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Dr. Michael Taylor
Director

Dr. Clifford O. Young, Sr.
Director

Greg Young
Director

**ADMINISTRATIVE STAFF**

Shamindra K. Manbahal
General Manager

Van M. Jew
*Assistant General Manager
 Operations & Engineering*

Haydee M. Sainz
Human Resources/Risk Manager

Peggy Asche
Board Secretary

January 13, 2022

Greg Mendoza
 c/o Lennar Homes of California, Inc
 980 Montecito Drive, Suite 302
 Corona, CA 92879

Subject: Non-Interference Letter for Tract Map 20092 (River Ranch)

Dear Mr. Mendoza,

Please be advised that the division of the property shown on Tract Map 20092, will not unreasonably interfere with the free and complete exercise of any easements and/or facilities held by West Valley Water District ("District") within the boundaries of said map.

The letter should not be construed as a subordination of the District's rights, title and interest in and to said easement(s), nor should this letter be construed as a waiver of any of the provisions contained in said easement(s) or waiver of costs for relocation of any affected facilities.

In the event that the development requires relocation of facilities, on the subject property, which facilities exist by right of easement or otherwise, the owner/developer will be required to bear the full cost of such relocation and provide the District with suitable replacement rights. Such costs and replacement rights are required prior to the performance of the relocation.

If you have any questions or need additional information in connection with the subject subdivision, please contact me (909)875-1804.

Sincerely,

Shamindra Manbahal,
 General Manager
 West Valley Water District



**BOARD OF DIRECTORS
ENGINEERING, OPERATIONS AND PLANNING COMMITTEE
STAFF REPORT**

DATE: January 12, 2022
TO: Engineering, Operations and Planning Committee
FROM: Shamindra Manbahal, General Manager
SUBJECT: CONSIDER A NON-INTERFERENCE LETTER FOR TENTATIVE
 PARCEL MAP NO. 37528

BACKGROUND:

Thienes Engineering, Inc. (“Applicant”) contacted the West Valley Water District (“District”) regarding its overlying 50-ft easement within their proposed project, south of El Rivino Rd, east of Rubidoux Blvd and west of Cactus Ave known as Tentative Parcel Map 37528 (“Development”), in the City of Jurupa Valley (“City”), as shown in **Exhibit A**. The City has required the Development to obtain a Non-Interference Letter from the District as part of the entitlement process stating that the District will not expand its facilities to conflict with the Development, and that any existing or proposed easements would not impact the project.

DISCUSSION:

The Development is outside of the District’s service area, and is a customer of the Rubidoux Community Services District (“RCSD”). The 50-ft easement borders the District and RCSD within the Development but will not be utilized to obtain water services from the District. In review of the Applicant’s request, the District did not identify any conflicting facilities within the Applicant’s proposed project area, nor was this proposed location identified as part of the District’s long term supply operations. Attached for review and approval is a copy of the Non-Interference Letter labeled **Exhibit B**.

FISCAL IMPACT:

In accordance with West Valley Water District’s Document Review Application, the Developer was charged \$908.00 for the review and processing of documents related to the Non-Interference Letter.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

DG:an

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Non-Interference Letter

EXHIBIT A

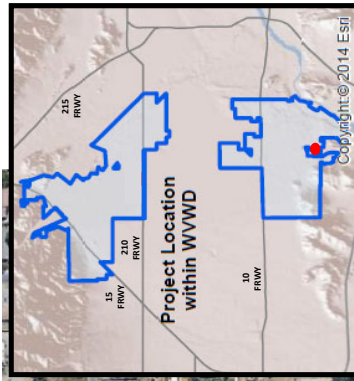


Exhibit A
Tentative Parcel Map No. 37528

EXHIBIT B

BOARD OF DIRECTORS

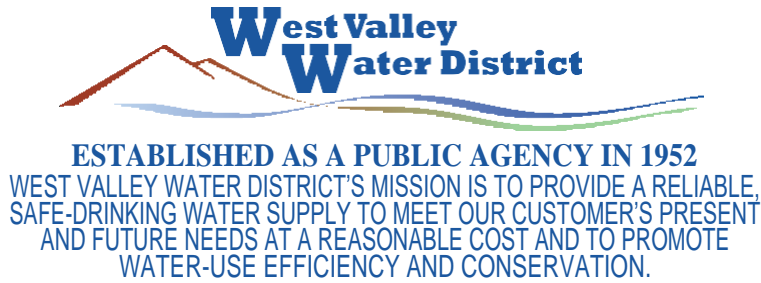
Channing Hawkins
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Dr. Michael Taylor
Director

Dr. Clifford O. Young, Sr.
Director

Greg Young
Director

**ADMINISTRATIVE STAFF**

Shamindra K. Manbahal
General Manager

Van M. Jew
*Assistant General Manager
 Operations & Engineering*

Haydee M. Sainz
Human Resources/Risk Manager

Peggy Asche
Board Secretary

January 13, 2022

Sarah Bova
 c/o Thienes Engineering Inc
 14349 Firestone Blvd.
 La Mirada, CA 90638

Subject: Non-Interference Letter for Parcel Map No. 37528

Dear Ms. Bova,

Please be advised that the division of the property shown on Tentative Parcel Map No. 37528, will not unreasonably interfere with the free and complete exercise of any easements and/or facilities held by West Valley Water District ("District") within the boundaries of said map.

The letter should not be construed as a subordination of the District's rights, title and interest in and to said easement(s), nor should this letter be construed as a waiver of any of the provisions contained in said easement(s) or waiver of costs for relocation of any affected facilities.

In the event that the development requires relocation of facilities, on the subject property, which facilities exist by right of easement or otherwise, the owner/developer will be required to bear the full cost of such relocation and provide the District with suitable replacement rights. Such costs and replacement rights are required prior to the performance of the relocation.

If you have any questions or need additional information in connection with the subject subdivision, please contact me (909)875-1804.

Sincerely,

Shamindra Manbahal,
 General Manager
 West Valley Water District