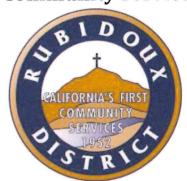
Rubidoux Community Services District

Board of Directors

Bernard Murphy, President John Skerbelis, Vice-President Armando Muniz F. Forest Trowbridge Hank Trueba Jr.

General Manager Brian R. Laddusaw



Water Resource Management

Refuse Collection

Street Lights

Fire / Emergency Services

Weed Abatement

NOTICE AND AGENDA FOR THE RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD MEETING

Thursday, January 5, 2023, at 4:00 PM

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020 as a response to mitigating the spread of corona virus known as COVID-19:

<u>During this regular meeting of the Rubidoux Community Services District Board of Directors, members of the public will have the choice to attend and address the Board in person or attend and address the Board via Zoom.</u>

Note the following:

All persons including members of the public, Board Members, and staff attending the Board Meeting in-person are no longer required to wear a face covering while inside District Facilities if they are not vaccinated against COVID-19, although it is highly recommended by the California Department of Public Health. If you do not have a face covering, one will be provided upon request.

Members of the public wanting to attend and/or address the Board may do so by:

- Using the Zoom App or website for free at: https://zoom.us/
 - Once installed ahead of the meeting, you may choose your audio source as either computer speakers/microphone or telephone.
 - If you wish to make public comments via the Zoom platform, the Board Secretary will identify you at your time to speak.
 - o Meeting ID is <u>870-2519-9040</u>.
- Calling into the meeting at any one of the following numbers:
 - +1 669 900 9128
 - +1 346 248 7799

Fire / Emergency Services

- +1 301 715 8592
- +1 312 626 6799
- +1 646 558 8656
- +1 253 215 8782

Only one person at a time may speak by telephone and only after being recognized by the Secretary of the Board.

Closed Session: At any time during the regular session, the Board may adjourn to a closed executive session to consider matter of litigation, personnel, negotiations, or to deliberate on decisions as allowed and pursuant with the open meetings laws. Discussion of litigation is within the Attorney/Client privilege and may be held in closed session.

Authority: Government code 11126-(a) (d) (q).

- 1. Call to Order – Hank Trueba Jr., President
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Approval of Minutes for December 15, 2022, Regular Meeting

Refuse Collection

- Consideration to Approve January 6, 2023, Salaries, Expenses and Transfers 5.
- 6. **Public Comment**

Members of the public are encouraged to address the Board of Directors. Anyone who wishes to speak on an item not on the published agenda must submit a comment request card to the General Manager or designee. Each speaker should begin by identifying themselves for the record and is allowed up to three-minutes.

No one may give their time to a speaker during the public comment period of the meeting. It is requested that all present refrain from any action that might disrupt the orderly course of the meeting. Coarse, crude, profane, or vulgar language, or unsolicited comments from the audience, which disrupts or disturbs the Board meeting, may result in exclusion from the meeting.

The Ralph M. Brown Act, Government Code 54950, et. seq. prohibits members of the Board of Directors from taking formal action or discuss items not on the published agenda. As a result, immediate response to public comment may be limited.

- 7. Correspondence and Related Information:
 - a) Article from California Water News Daily State Water Project Initial Allocation
- 8. Manager's Report (Second Meeting each Month):
 - a) Operations Report
 - b) Emergency and Incident Report
 - c) Follow up to questions at prior Board Meeting and other updates

ACTION ITEMS:

- 9. Consider Professional Services Agreement for Engineering Services Associated with the Purchase of Land for the Future Goldenwest Booster Pump Site from the City of Jurupa Valley: DM 2023-01
- 10. Acceptance for Recordation of Easements for Agua Mansa Commerce Park: DM 2023-02
- 11. Update on Water Supply Actions by Metropolitan Water District: **DM 2023-03**
- 12. Directors Comments Non-action
- **13.** Adjournment

4. APPROVAL OF: MINUTES FOR DECEMBER 15, 2022, REGULAR MEETING

MINUTES OF REGULAR MEETING December 15, 2022 RUBIDOUX COMMUNITY SERVICES DISTRICT

DIRECTORS PRESENT: Armando Muniz

Bernard Murphy John Skerbelis

F. Forest Trowbridge Hank Trueba, Jr.

DIRECTORS ABSENT:

STAFF PRESENT: Jeff Sims, General Manager

Brian Laddusaw, Finance Director Ted Beckwith, District Engineer

Brian Jennings, Customer Service Manager Martha Perez, Accounts Payable Manager Miguel Valdez, Director of Operations Melissa Trujillo, Human Resources

Call to order: the meeting of the Board of Directors of the Rubidoux Community Services District by President Trueba, at 4:00 P.M., Thursday, December 15, 2022, by teleconferencing at District Office, 3590 Rubidoux Boulevard, Jurupa Valley, California.

ITEM 4. APPROVAL OF MINUTES

Approval of Minutes for December 1, 2022, Board Meeting.

Director Muniz moved, and Director Trueba seconded to approve the December 1, 2022, Regular Board Minutes as presented.

Roll call:

Ayes - 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba)

Noes - 0

Abstain - 0

Absent - 0

The motion was carried unanimously.

ITEM 5. Consideration to Approve the December 16, 2022, Salaries, Expenses and Transfers.

Consideration to Approve the December 16, 2022, Salaries, Expenses and Transfers.

Director Skerbelis moved, and Director Muniz seconded to Approve the December 16, 2022, Salaries, Expenses and Transfers.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) Noes – 0 Abstain – 0 Absent – 0

The motion was carried unanimously.

ITEM 6. PUBLIC ACKNOWLEDGE OF NON-AGENDA MATTERS

ITEM 7. CORRESPONDENCE AND RELATED INFORMATION

There was an article on the Department of Water Resources State Water Project initial allocations set for 5% of requested supplies for 2023. The SWP provides water to 29 public water agencies that serve 27 million Californians.

Currently the California aqueduct watershed is above the average water year. It is hoped that the water has a good snowpack in both the watersheds. The district is still just groundwater.

ITEM 8. MANAGER'S REPORT

Operations Report:

Miguel Valdez reported on the water/wastewater report for the month of November, production was an average of just under 5.0 mgd per day and an average of 1.7 mg/day was the wastewater flow to Riverside. On average 1 mg/day of water to JCSD. The projected sales to JCSD are at about half the sales to them. Well No. 18 produced 2%, No. 1 produced 0% of the water, Well No. 2 produced 16%, Well No. 4 produced 14% and Well No. 6 produced 27%, Well No. 8 produced 41 % and Well No. 18 produced 2% of the water.

Emergency and Fire Report:

Chief Ottoman reported the Incidents Reported for the month of November 2022 and Special District Rubidoux CSD. Station 38 had a total of 271 calls. 171 calls, 63.1% were medical aides. Additionally, there was a report for the City of Jurupa Valley. There were 28 False Alarms, 10.3%, 3 Haz Mat, 1.1%, 3 Other Fire, 1.1%, 10 Public Service Assist, 3.7%, 3 Res Fire 1.1%, 2 Ringing Alarm 0.4%, 6 Standby, 2.2%, 29 Traffic Collisions, 10.7%, 3 Vehicle Fire, 1.1% and 3 Wildland Fires, 1.1%.

ITEM 9. PUBLIC PROTEST HEARING – Proposition 218 Protest Hearing on 5-Year Water Conservation, and Wastewater Rates. DM 2022-105.

BACKGROUND

In May 2019, the Rubidoux Community Services District ("District") Board of Directors ("Board") approved and adopted a 5-year water and wastewater rate plan pursuant to the conditions of Proposition No. 218 and compliant with the requirements of AB 3030. Since the adoption of this plan, the District has seen significant changes to the operating environment of its Water and Wastewater Enterprises.

Water Enterprise

In August 2019, the District was given approximately 2-years to respond and mitigate the emergence of the presence of PFAS contaminants in the groundwater pumped for potable supplies. Meeting this new state of California regulatory mandate was accomplished by implementing new treatment processes at the Anita B. Smith and Leland Thompson Water Treatment Facilities. The total project costs for mitigating these contaminants were approximately \$5 million, all of which was funded through various District reserve accounts. In September 2021, the District successfully achieved non-detect in its potable water for PFAS contaminants.

Along with these new capital improvements has come additional routine operating costs, most notable the periodic change-out media (GAC and resin) held in the pressure vessels of the new PFAS treatment process, and additional energy costs and sampling, among other costs. The District estimates these new costs will add approximately \$1,200,000 to the annual water enterprise operating expenses.

The District's water enterprise assets are starting to show their age. The District's four (4) potable water tanks (Hunter 1, Atkinson, Watson, Perone) are 20+ years old. In December 2019, the Board of Directors authorized a professional services contract with Harper & Associates to inspect the tanks with specific emphasis on – 1) corrosion evaluation, 2) structural/seismic, and 3) safety evaluation. The results of the Harper & Associates assessment confirmed given the age and usage of the tanks the tanks will require substantial structural and safety upgrades to meet AWWA and OSHA regulations. The cost of refurbishing these tanks is approximately \$4 to \$5 million.

Wastewater Enterprise

The District collects wastewater generated by residential and business customers of the District and conveys it through District owned facilities to the City of Riverside Wastewater Treatment Plant for treatment and disposal. Once treated and discharged back into the environment, the recycled water provides beneficial use as a water supply to the Santa Ana River. The level of treatment given to its wastewater is subject to both State and Federal regulations. The District is a Partner in the City of Riverside's Regional Wastewater Treatment Plant.

The District is required by state law and District policy to collect revenues sufficient to cover the costs of operating its Wastewater Enterprise. Costs recovered through rate revenue include energy, mechanical equipment and supplies, infrastructure maintenance, and salaries and benefits for Wastewater Enterprise staff. Other Wastewater Enterprise costs include the City of Riverside's Regional Wastewater Treatment Plant charges for wastewater treatment and disposal which have risen significantly over the years and are expected to continue to rise in the future.

Additionally, with respect to both the Water and Wastewater Enterprises, supply chain issues on various District parts/chemical/materials/etc., combined with the rising cost of inflation has put significant financial constraints on the District's operating budget.

District Wide

Until FY 2021-2022, there had not been an emphasis by the District to develop a preventative maintenance program. During the previous year, the District hired a consultant to develop a valve turning program, which is currently in-process. A valve turning program is an important preventative maintenance technique to ensure the District's water system continues to operate in a smooth and efficient manner. Ideally, when the District is presented with a leak in its water system, being able to isolate the leaky pipe through valve shutoffs is paramount to minimize customer inconvenience and complaints and maintain a level of trust and reliability. When valves are not exercised on a regular basis, over time the valves can become stuck or become harder to open, sometimes resulting in failure. This requires District employees to shut down more of the water system, making the overall operation inefficient and more costly. Once the program design is completed, the District will incur implementation costs. These will include staff training and a specialty valve turning truck and equipment. This is just one example of the more programmatic approaches the District is emphasizing moving forward. Other foreseeable items include a meter replacement program as meters tend to "run" slower over time resulting in inaccurate billings and less revenues for the District for the same amount of water usage. This "water loss" is reported by District staff on an annual bases during the preparation of the Water Loss Audit required by the State of California Department of Water Resources.

The above financial impacts in the water and wastewater system are new to the District and are not captured in the District's current 5-year rate plan adopted in May 2019. In January 2022, the District began a Comprehensive Cost of Services Study ("COSS") with its consultant to confirm the adequacy of revenues to operate, maintain, and replace system assets to meet current and long-term needs of the District.

The District's COSS is now complete and was determined the existing rates approved with the 2019 5-year rate plan are not adequate to meet the District's future financial obligations. In October 2022, staff distributed to the Board the draft Administrative Record Report ("Report") prepared by the District's rate consultant's IB Consulting. The Report is the nexus for establishing a new 5-year defensible rate plan to meet the District's future financial obligations to ensure safe and reliable water supplies and wastewater conveyance and treatment are available 24 hours a day - 365 days per year.

Staff and the District's consultant, Sanjay Gaur, reviewed the draft Report and provided comments and corrections to the rate consultants. The comments and corrections provided were non-substantive in nature and include clarifications/additions, formatting, and spelling correction. No changes were made to the underlying methodology and assumptions nor the proposed 5-year water, water conservation, and wastewater rates. Changes between the draft Report and the final Report include the following:

- 1. Expansion of 'Table 9: Assumptions for Forecasting Revenues' to include the current tiers by customer class.
- 2. New 'Table 16: Water Undesignated Reserves Activity through FY 2028' which summarized the projected undesignated reserve activity for the District's various reserve accounts for each fiscal year beginning FY 2023 through FY 2028.

- 3. Expansion of 'Table 36: Wastewater Billable Units by Customer Class' to show meter number and additional dwelling unit count by meter size.
- 4. New 'Table 45: Wastewater Undesignated Reserves Activity through FY 2028' which summarizes the projected undesignated reserve activity for the District's various reserve accounts for each fiscal year beginning FY 2023 through 2028.

Additionally, during distribution of the Report to the Board in October, staff suggested the Board read the Report and provide comments to staff or directly to IB Consulting. As of the writing of this Director's Memorandum, staff has received a comment from a Director requesting if the Report referenced the District's existing senior citizens discount rate, commonly referred to as the Lifeline Rate, which is addressed separately below. Due to the noted changes, the final draft Report is attached to this Director's Memorandum (Attachment A). The draft Report can also be viewed on the District's website or in person at the District's administrative office.

Proposed 5-Year Rate Adjustments

The proposed rate adjustments will have varying effects on the District's customers depending on customer class and meter size. Some customers may experience a reduction in monthly water and wastewater charges while others will see an increase. One of the District's largest customers, the Jurupa Area Recreation & Parks District, estimates they will save a few hundred dollars a month based on the new rate structure.

If the proposed rate adjustments are approved a typical District customer with a 5/8" meter using 18 units of water and with wastewater service would see a monthly increase of \$15.09, or approximately \$.50 per day. With the proposed adjustments for water and wastewater services going into effect on July 1, 2023, the District rates will continue to remain as some of the lowest rates in the region for similar services as shown in the following graph:

The purpose of adopting a 5-year rate plan allows the District flexibility to adjust rates as necessary to cover future operating costs, and major maintenance and asset replacement, while also maintaining its target reserve balances. If adopted, rates will not automatically be adjusted every July 1 to the noticed rate amounts. The noticed rates are the maximum allowable rates under Proposition 218 the District may charge its customers. On an annual basis, staff will perform the necessary financial analysis to determine if a rate adjustment is necessary. During this analysis, staff may determine whether the District can achieve its financial targets with a rate adjustment less than the maximum allowed rates or alternatively, delay the date of implementation.

Lifeline Rate

In October 2012, the Board approved Ordinance No. 2012-113, which allowed for qualified senior residents/customers to receive a 20% discount on the District's fixed monthly water rate and a 20% discount on the District's variable water rates for units consumed between 1-29 units. One unit is 748 gallons of water. Any water units consumed in exceedance of 29 would be billed at the District's then current rate schedule. As the discount represents a flat percentage of the District's rates, as the District's rates have increased, qualified lifeline customers have maintained their 20% discount.

The current qualifications of an eligible lifeline customer as established by Ordinance No. 2012-113 include the following:

1. Must be 62 or over of age.

- 2. Receive Social Security Benefits.
- 3. Must have no more than two individuals living per household.
- 4. Eligible seniors must not have supplemental income(s).
- 5. Must not receive supplemental retirement or benefits.
- 6. Multi-family complexes such as mobile home parks, condos, and apartment buildings shall be limited to a maximum of thirty (30) lifeline adjustments per complex.
- 7. Accounts must have a water measuring the household's water consumption.

Additionally, Ordinance No. 2012-113 limits the number of participants to two hundred (200). Customer participation in the Lifeline program varies year-to-year as eligibility changes, house ownership turns over, or there is new development. Historically, the District has active yearly participation in the Lifeline program from 10-30 customers.

The establishment of the District's Lifeline program was an administrative directive by the Board 10 years ago and was not included in IB Consultants' scope of work. Should the Board wish to expand or modify the District's current Lifeline program, the Board would need to provide direction to staff to do so. Without modifications to Ordinance No. 2012-113, staff will continue to administer the program as adopted. Any Lifeline customer currently receiving a discounted rate will continue to receive the same discount percentage (20%) should the Board adjust water rates in the future.

The requirements of Proposition 218 disallows the District from offering a program like its Lifeline rate without a proper funding mechanism as water customers cannot subsidize other water customers. Thus, any discounts realized by the District's current Lifeline rate participants must be covered by the District's property tax revenues. This could be calculated and estimated by staff should the Board choose to modify this program in the future.

PROPOSITION 218 AND PUBLIC PROTEST HEARING

As authorized by the Board of Directors at the October 20, 2022 regular meeting, staff prepared and mailed the proposed 5-year water, water conservation, and wastewater rate adjustments pursuant to the conditions of Proposition 218 and compliant with the requirements of AB 3030. Those conditions are as follows:

- All effected property owners as well as tenants received the Proposition 218 notification (Attachment B).
- Proposition 218 notifications were mailed on October 31, 2022, at least 45 days before the public protest hearing date. See attached US mail certification (Attachment C).
- The Proposition 218 notice was compliant with AB 3030 was not-to-exceed amounts for water, water conservation, and wastewater rates for a period of 5 years beginning July 1, 2023 and allowing for adjustment ever subsequent July 1 through July 1, 2027.
- Although not a requirement, the notice was published in English and Spanish and sent to property owners as well as tenants; and
- Identified the Public Protest Hearing location, time and date affording all parties the ability to file their protests up to this evening.

After the Proposition 218 notifications were mailed to effected property owners, staff noted an error on the water rate mailing as it relates to the multi-family residential ("MFR") tier thresholds. The original Proposition 218 mailing shows MFR Tier 1 as 1-7 units and Tier 2 as 8+ units. The appropriate MFR tier structure, which aligns with the District's draft Report, whould

be Tier 1 as 1-8 units and Tier 2 as 9+ units. Staff notes this is more of a benefit to MFR customers as their 8th unit of water would now be charged at Tier 1 rates instead o the more expensive Tier rates. Dure to the nature of the adjustment, and to align with proper Proposition 218 procedures, District staff consulted with the District's General Counsel who advised this adjustment is allowable and a new Proposition 218 mailing is not necessary nor required due to the beneficial outcome it provides to MFR customers. Thus, at the conclusion of the Public Protest Hearing, should the protest fail, staff will recommend the Board approve the draft final Report which includes the proper tier thresholds for MFR customers.

After the Proposition 218 notifications were mailed in October 2022, the District performed the following additional outreach to its constituents:

- November 10 and 20, 2022 Provided bill stuffer in the November billing highlighting the need for water and wastewater rate adjustments. (Attachment D)
- November 30, 2022 Virtual Townhall
- December 1, 2022 City of Jurupa Valley City Council Meeting presentation
- December 7, 2022 Virtual Townhall

The purpose of the outreach events and mailings was to provide transparency to all effected property owners and tenants about the proposed rate adjustments and afford them various opportunities to contact staff for a better understanding of the adjustments.

Before the Board can consider and adopt a new 5-year rate plan, the District must conduct a Public Protest Hearing for all property owners and tenants of real property who are directly liable to pay water and wastewater bills. For the proposed rates to not be considered by the Board and therefore "not take effect" a majority (50% + 1) of the property owners and tenants of real property must submit a written protest to the Board by the end of the Public Hearing. A protest must contain a description of the property owned or being rented sufficient to identify the property. There may only be one protest per parcel owned or rented.

On October 31, 2022, the District mailed 14,830 notices. Of the 14,830 notices, 5,375 were considered duplicates. Additionally, the District received 779 non-deliverable notices from the post office. This results in net mailings of 8,676. For the Public Protest Hearing to be successful, the District must receive 4,339 written protests by the end of the Public Protest Hearing. As of the writing of this Director's Memorandum, the District has received four (4) written protests.

Legal Counsel, John Harper, explained the requirements of Proposition 218 prior to the public hearing. Martha Perez provided translation to the public.

Brian Laddusaw, District Finance Director and General Manager Jeff Sims gave a detailed slide presentation regarding the 5-Year Water Conservation, and Wastewater Rates.

Director Trueba opened the PUBLIC HEARING.

Two members of the public were in attendance for the PUBLIC HEARING and no members of the public were in attendance virtually. The first member of the public only wished to address the Board and staff to get clarification on what their new bill would be effective July 1, 2023 with the new rates in effect and did not submit a written protest. The second member of the public did not wish to address the Board or staff and only attended to see the process. The second member of the public did not submit a written protest. After

all members of the public were afforded time to address the Board, Director Trueba Closed the Public Hearing.

There was a total of 4 protests.

Director Murphy moved, and Director Muniz seconded to the Board of Directors:

- 1. Approve the 5-year water and wastewater rate schedule for FY 2024-2028.
- 2. Receive and file the draft Administrative Record Report prepared by IB Consulting.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) Noes – 0 Abstain – 0 Absent – 0

The motion was carried unanimously.

ITEM 10. Receive and File Statement of Cash Asset Schedule Report Ending November 2022. DM 2022-106.

BACKGROUND

Attached for the Board of Directors' consideration is the November 2022 Statement of Cash Asset Schedule Report for all District Fund Accounts. Our YTD interest is \$97,309.59 for District controlled accounts. With respect to District "Funds in Trust", we show \$4,388.48 which has been earned and posted. The district has a combined YTD interest earned total of \$101,698.07 as of November 30, 2022.

The District's Operating Funds (Excluding Restricted Funds and Operating Reserves), we show a balance of \$12,536,821.87 ending November 30, 2022. That's \$3,526,635.62 MORE than July 1, 2022, beginning balance of \$9,010,186.25.

Further, the District's Field/Admin Fund current fund balance is \$742,871.75.

Submitted for the Board of Directors consideration is the *November 2022, Statement of Cash Asset Schedule Report* for your review and acceptance this afternoon.

Director Trowbridge moved, and Director Muniz seconded to Receive and File the Statement of Cash for the Month of November 2022 for the Rubidoux Community Services District.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) Noes – 0 Abstain – 0 Absent – 0

The motion was carried unanimously.

*Brian Laddusaw introduced Melissa Trujillo to the Board. She is the new Human Resources employee.

ITEM 11. Consideration to Approve Amended Salary Schedule for 2022-2023. DM 2022-107.

BACKGROUND

On June 16, 2022, the Board of Directors ("Board") of the Rubidoux Community Services District ("District") unanimously approved the District's FY 2022-2023 Operations and Capital Improvement Budgets and Salary Schedule. The FY 2022-2023 Salary Schedule included the following changes from the previous year:

- 1. 5% cost-of-living-adjustment ("COLA") across all District employee classifications.
- 2. Transition of current part-time customer service Administrative Assistant to full-time Administrative Assistant with dedicated hours to customer service and engineering/operations.
- 3. Add one (1) full-time equivalent ("FTE") to Systems Operator classification.
- 4. Add one (1) FTE for new HR Generalist/Safety and Facilities Coordinator position.
- 5. Reduction in Customer Service/Accounts Payable Manager salary range due to transition of certain job duties/responsibilities to new HR position.

Since June, when the FY 2022-2023 Salary Schedule was adopted, the District has completed the following personnel changes:

- 1. Director of Finance and Administration → General Manager (Effective December 30, 2022)
- 2. Accounting/Customer Service Clerk II → Customer Service/Accounts Payable Manager (Effective October 24, 2022)
- 3. Part-time Administrative Assistant → Accounting/Customer Service Clerk I (Effective November 28, 2022)
- 4. New HR Generalist/Safety and Facilities Coordinator (Effective December 12, 2022)

With the personnel changes above, modifications must be made to the FY 2022-2023 Salary Schedule to eliminate salary overlap with the Customer Service/Accounts Payable Manager position and to reflect the incoming General Manager's new salary.

Additionally, with the promotion of the District's part-time Administrative Assistant to a full-time Accounting/Customer Service Clerk position, the District must fill the vacant Administrative Assistant position. Prior to this promotion, the District intended to transition the Administrative Assistant from part-time to full-time with dedicated hours to customer services and engineering/operations. The vacancy allowed staff to rethink the Administrative Assistant position and instead of converting it from part-time to full-time for one individual, its best suited to have two part-time Administrative Assistants, one dedicated to customer service and the other to engineering/operations. Staff believes this new approach will for greater flexibility, better

continuity, and for the part-time individuals to focus on one designated department instead of "floating" between two departments.

Included as Attachment A is the original FY 2022-2023 Salary Schedule approved by the Board June 16, 2022 with an effective date of July 1, 2022. For the Board's consideration tonight and included as Attachment B is the amended FY 2022-2023 Salary Schedule with a future effective date of December 30, 2022 and includes the following changes:

- 1. Administrative Assistant Revert from one (1) full-time Administrative Assistant to two (2) part-time Administrative Assistants.
- 2. Removal of old Customer Service/Accounts Payable Manager salary range.
- 3. Update General Manager salary.

Director Trowbridge moved, and Director Muniz seconded the Board of Directors approve the amended FY 2022-2023 Salary Schedule of the Rubidoux Community Services District with an effective date of December 30, 2022.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) Noes – 0 Abstain – 0 Absent – 0

The motion was carried unanimously.

ITEM 12. Consider Approval of Consulting Services with MV Engineering Service, Inc. DM 2022-108.

BACKGROUND

With leadership of Rubidoux Community Services District ("District") changing at the end of this Calendar Year attention has been placed on efforts to make the transition smooth and ensure business continuity. District Leadership staff regularly meet and go over issues, including currently pressing issues and longer-term strategic issues desired to be accomplished/resolved. Projects and issues the District is currently working on include in part:

- 1. Project management of remodeling efforts related to the District's new Administrative Facility at 5473 Mission Blvd., and the Operation Facility at 3590 Rubidoux Blvd.
- 2. Securing an imported water supply to provide the District with a redundant source of supply and improve water quality. Lowering Total Dissolved Solid ("TDS") concentration of the District's water supply is an important goal in meeting City of Riverside wastewater influent requirements. Currently the District's wastewater sent to the City of Riverside for treatment and disposal exceeds to the TDS limit. Because of this, the City of Riverside has objected to the annexation of the Rio Vista Development into the District. Securing a low TDS imported supply will enable the District to lower the TDS concentration in wastewater delivered to the City of Riverside.

- 3. City of Riverside Lawsuit appeal and subsequent negotiations with the City of Riverside. Regardless of the outcome of the appeal decision, the District and the City of Riverside will need to negotiate the terms of the relationship going forward. This may include a payment plan, future capital contributions, and quality surcharges.
- 4. Preparation of various participation and reimbursement agreements between the District and area Developers. Ongoing efforts include:
 - a. Offsite sewer reimbursement agreements with Highpointe and Century Communities
 - b. Property acquisition and reimbursement agreements with The District at Jurupa Valley well sites, and expansion of the Thompson Plant
 - c. Participation agreement for sewer improvements made for the Stockdale Court Project
- 5. Various District Capital Improvement Projects:
 - a. Golden West cell site disposition
 - b. Meter replacement strategy
 - c. Installation of emergency generators at three locations
 - d. Assistance with finalizing the District's Development Services workflow

The retiring General Manager has institutional knowledge regarding these issues and can be available through MV Engineering Service, Inc. ("MV Engineering") to assist the District as a consultant. The District with approval of the FY 2023 Budget included \$20,000 of funding in the General Fund Line 31 – Consulting Fee: Administrative Oversight. In addition, work performed related to development projects would be paid using developer paid deposits, and work performed on District capital improvement projects would be charged against District funded budgets for those specific projects. It is anticipated MV Engineering utilization by staff would average approximately ten hours per week of effort, or a total of 240 hours for the balance of FY 2023.

Over the next 10-12 months the Director of Engineering will be highly engaged in the Project Management of the remodel effort of 5473 Mission Blvd. in addition to regular ongoing work associated with the District Engineering function and assistance on District Operation functions. Having assistance from MV Engineering will add a resource to staff to assist with the District's leadership transition and maintain smooth continuity of District functions.

Director Murphy moved, and Director Skerbelis seconded the Board of Directors approve a master consulting agreement with MV Engineering to assist the District as an extension of staff to work on various issues for a not-to-exceed amount of \$48,000 funded from:

- 1. \$20,000 of District Funding General Fund Line Consulting Fee: Administrative Oversite
- 2. \$28,000 from Developer paid deposits and District funding for CIP Projects

Roll call:

 $\begin{array}{l} Ayes-5 \ (Muniz,\, Murphy,\, Skerbelis,\, Trowbridge,\, Trueba) \\ Noes-0 \\ Abstain-0 \end{array}$

Absent - 0

The motion was carried unanimously.

ITEM 13. Consider Approval of Increased Billing Rate for District Attorney Services. DM 2022-109.

BACKGROUND

John Harper of Harper & Burns LLP is Rubidoux Community Services District ("District") District. Mr. Harper has filled this role since 1980 and continues to provide valuable legal support to the district, the Board, and District leadership staff. Example of services provided include:

- Review of Board Agendas and Packets
- Procedural advice for compliance with the Brown Act and other legislative requirements
- Review of agreements and contracts
- Advice on potential impacts new legislation and/or administrative requirements from state and federal agencies has on the District

Harper & Burns LLP currently bills Mr. Harper at \$145.00 per hour, which has remained the same for over 20 years. Attachment A is a letter dated December 8, 2022, requesting an increase of the hourly billing rate to \$200.00 per hour effective starting January 1, 2023. Staff finds the proposed rate to be modest and a good value. To provide some perspective, Varner & Brandt bills at \$550.00 per hour mainly for legal issues related to labor/personnel issues, and Ring Bender bills at \$365.00 per hour for efforts related to the City of Riverside lawsuit.

Hours charged by Harper & Burns LLP usually range between 5-10 hours per month so this increase in billing rate is anticipated to add approximately \$3,500 of costs to the legal services budget for the balance of Fiscal Year 2023. Staff recommends the Board consider approving a budget amendment by adding \$3,500 to Line 27 of the General Fund Budget (Expenses) from General Fund Reserves and authorize the increase in billing rate for Harper & Burns LLP to \$200.00 per hour.

Director Skerbelis moved, and Director Muniz seconded the Board of Directors authorize the General Manager to:

- 1. Amend the approved District Fiscal year 2023 Budget by adding \$3,500 to Line 27 of the General Fund Budget (Expenses) from General Fund Reserves.
- 2. Issue a letter to Harper & Burns LLP notifying approval of the increased billing rate for Harper & Burns LLP of \$200.00 per hour.

Roll call:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) Noes – 0 Abstain – 0 Absent – 0 The motion was carried unanimously.

ITEM 14. Consider Annual Board of Directors Reorganization for Calendar Year 2023. DM 2022-110.

BACKGROUND

Since 1991, the Rubidoux Community Services District ("District") Board of Directors have practiced the custom of the yearly rotation of the Vice-President position into the President position. Last December, Vice-President Trueba was affirmed president for Calendar Year 2022 and Director Murphy was elected Vice-President. Should the Board continue to maintain this legacy practice of Board leadership rotation, Director Murphy will serve as Board President for Calendar Year 2023 and the Board will need to elect a Vice-President.

Directors Trueba and Trowbridge were not challenged for their District Board Seats during the last election held on November 8, 2022. The November 8, 2022 election results have been certified and the County Registrar of Voters has provided the District with their "Certificate of Appointment in Lieu of Election" forms. To complete the process, Director Trueba and Director Trowbridge need to be sworn in for their new term as Directors of the District for the period of December 2, 2022 and ending December 4, 2026. General Manager Sims as Board Secretary will administer the swearing of office oath and will retain the "Certificate of Appointment in Lieu of Election" forms in the District yault.

For the December 15, 2022, Board Meeting, the Board should consider the following order of events:

- 1. Administering the oath of office by General Manager Sims for Director Trueba and Director Trowbridge.
- 2. Recognize Director Murphy as Board President for Calendar Year 2023.
- 3. President Murphy assumes the President role and conducts the balance of the Board Meeting.
- 4. Board considers nominations and vote on who will be Vice-President for Calendar Year 2023 with eventual rotation to Board President in 2024.
- 5. President Murphy begins the process of filling the District Committee assignments for Calendar Year 2023. This should be finalized by the regularly scheduled Board Meeting of January 5, 2023.

President Murphy opened the floor for nominations for Vice-President.

Director Trueba nominated Director Skerbelis for Vice-President and Director Skerbelis seconded the nomination.

Director Murphy nominated Director Trowbridge for Vice-President. There being no second, the nomination fails.

Roll call for Director Skerbelis for Vice President:

Ayes – 5 (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) Noes – 0 Abstain – 0 Absent – 0

The motion was carried unanimously.

Director Trueba moved, and Director Skerbelis seconded the Board of Directors:

- 1. Affirming Director Murphy as Board President for Calendar Year 2023
- 2. Director John Skerbelis elected the Vice President for Calendar Year 2023

Roll call:

 $Ayes-5 \ (Muniz, Murphy, Skerbelis, Trowbridge, Trueba) \\ Noes-0 \\ Abstain-0 \\ Absent-0$

The motion was carried unanimously.

ITEM 15. CLOSED EXECUTIVE SESSION – Conference with Labor Negotiators Pursuant to Government Code Section 54957.6: Article XXIV of MOU

The following reportable action:

The Personnel Committee will consider and work with Staff on possible changes to the existing MOU regarding COLA language and calculation.

ITEM 16. CLOSED EXECUTIVE SESSION – Conference with Labor Negotiators Pursuant to Government Code Section 54957.6: Article XV of MOU

The following reportable action:

There was an approval of \$2,000 per month for employee health care.

ITEM 17. Directors Comments

Jeff Sims thanked the Board for allowing him to be the General Manager for the District and extended his availability as requested.

Director Skerbelis asked John Harper if he would be interested in sitting in on some meetings as needed.

Director Murphy adjourned the meeting at 5:35 PM.

5. CONSIDERATION TO: APPROVE JANUARY 06, 2023, SALARIES, EXPENSES AND TRANSFERS

RUBIDOUX COMMUNITY SERVICES DISTRICT JANUARY 5, 2023 (BOARD MEETING) FUND TRANSFER AUTHORIZATION

NET PAYROLL 1/6/23 WIRE TRANSFER: FEDERAL PAYROLL TAXES 1/9/23 WIRE TRANSFER: STATE PAYROLL TAXES 1/9/23 WIRE TRANSFER: TO CREDIT UNION WIRE TRANSFER: PERS RETIREMENT WIRE TRANSFER: PERS HEALTH PREMIUMS WIRE TRANSFER: PERS RETIRED HEALTH PREMIUMS AND FEES WIRE TRANSFER: PERS REPLACEMENT BENEFIT WIRE TRANSFER: PERS GASB 68 ADMIN FEE WIRE TRANSFER: PERS ADJ WIRE TRANSFER: SECTION 125 WIRE TRANSFER: SECTION 457 AND 401(A)	77,000.00 29,000.00 6,500.00 3,000.00 18,925.00 43,998.00 1,542.00 2,267.00
NET PAYROLL 1/6/23 (Retirees Final PR)	8,913.50
WIRE TRANSFER: FEDERAL PAYROLL TAXES 1/9/23	1,700.00
WIRE TRANSFER: STATE PAYROLL TAXES 1/9/23	650.00
WIRE TRANSFER: PERS RETIREMENT	700.00
CHECKING ACCOUNT TRANSFERS FOR ACCOUNTS PAYABLE:	
1/6/2023 WATER FUND TO GENERAL FUND-Payables	183,777.86
WATER FUND TO GENERAL FUND-Trash	243,837.28
WATER FUND TO GENERAL FUND-HASH	173,252.63
WATER FOIND TO SEWER FOIND	173,232.03
SEWER FUND TO GENERAL FUND-Payables	51,812.31
INTERFUND TRANSFERS:	
1/6/2023 SEWER FUND CHECKING TO LAIF SEWER OP	122,136.00
SEWER FUND CHECKING TO LAIF SEWER ML	110,864.00
LAIF SEWER ML TO LAIF SEWER OP	6,074.14
LAIF SEWER ML TO SEWER FUND CHECKING	-,-,-
GENERAL FUND CHECKING TO LAIF PROP TAX	505,932.28
GENERAL FUND CHECKING TO LAIF FIRE MITIGATION	1,061,067.72
GENERAL FUND PROP TAX TO GENERAL FUND CHECKING	749,000.00
GENERAL FUND CHECKING TO SEWER FUND CHECKING	110,864.00
GENERAL FUND CHECKING TO WATER FUND CHECKING	298,912.00
LAIF FIRE MITIGATION TO LAIF PROPERTY TAX	230,312.00
LAIF PROJECT ADMIN BLDG TO LAIF PROPERTY TAX	4,850.00
WATER FUND CHECKING TO LAIF-COP PAYBACK	96,000.00
WATER FUND CHECKING TO LAIF-W.R.	14,000.00
WATER FUND CHECKING TO GENERAL FUND CHECKING	-
WATER FUND CHECKING TO LAIF WATER RESERVE	_
WATER FUND CHECKING TO LAIF WATER OP	182,048.00
WATER FUND CHECKING TO LAIF WATER ML	289,952.00
WATER FUND CHECKING TO WATER FUND BOFA PAYMODE	200,002.00
WATER TOTAL SHESKING TO WATER TOTAL BOTAL ATMODE	

NOTES PAYABLE

DESCRIPTION	BALANCE		PAYMENT	DUE DATE
U.S. Bank Trust (1998 COP's Refunding)	1,345,000	Prin.	625,000	Jun-23
U.S. Bank Trust (1998 COP's Refunding)	103,785	Intr.	50,235	Jun-23
MN Plant-State Revolving Loan	3,470,293	Prin.	137,493	Jul-23
MN Plant-State Revolving Loan	535,862	Intr.	44,605	Jul-23

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PO Number GL Date		Inv Date F Immediate GL	Paid Out . Accoun		Check # Credit Card	CC Reference	Due Date D #	iscount Date Payment Date	Discount Total Invoice
	BABCOCK E S			ES&SONS,	IN√				CK21787-0267
WTR ANALY	SES	11/23/2022	N	N			12/23/2022	11/23/2022	\$0.00
01/06/2023					N				\$55.00
2 WTR ANALY	BABCOCK E S 'SES	SONS INC / BA 11/23/2022/	BCOCK, N	ES & SONS,	IN.		12/23/2022 🗸	11/23/2022	CK21789-0267√ \$0.00
01/06/2023					N				\$36.00
3 WTR ANALY	BABCOCK E S SES	SONS INC / BA 12/07/2022	BCOCK, N	ES & SONS, N	IN		01/06/2023 🗸	12/07/2022	CL20600-0267√ \$0.00
01/06/2023					N				\$75.00
4 WTR ANALY	BABCOCK E S	SONS INC / BA 12/07/2022	BCOCK, N	ES&SONS,	IN.	*	01/06/2023 /	12/07/2022	CL20601-0267 √ \$0.00
01/06/2023					N				\$75.00 🗸
5 WTR ANALY	BABCOCK E S	SONS INC / BA	ВСОСК, N	ES&SONS,	IN√	¥.,	01/06/2023√	12/07/2022	CL20605-0267 \$0.00
01/06/2023					N				\$75.00
6 WTR ANALY	BABCOCK E S	SONS INC / BA 12/07/2022√	BCOCK, N	ES&SONS,	IN		01/06/2023	12/07/2022	CL20608-0267√ \$0.00
01/06/2023					N				\$36.00
7 WTR ANALY	BABCOCK E S	SONS INC / BA 12/07/2022 √	BCOCK, N	ES&SONS,	ın√		01/06/2023 🗸	12/07/2022	CL20609-0267/ \$0.00
01/06/2023					N				\$3,942.56
8 WTR ANALY	BABCOCK E S	SONS INC / BA 12/07/2022√	всоск, N	ES&SONS,	IN 🗸		01/06/2023 🗸	12/07/2022	CL20610-0267√ \$0.00
01/06/2023					N				\$2,956.92
9 WTR ANALY	BABCOCK E S	SONS INC / BA 12/08/2022 √		ES&SONS,	IN V		01/07/2023√	12/08/2022	CL20713-0267 √ \$0.00
01/06/2023					N				\$5,913.84 🗸
10 WTR ANALY	BABCOCK E S	SONS INC / BA 12/09/2022	BCOCK, N	ES&SONS,	IN 🗸		01/08/2023√	12/09/2022	CL20743-0267√ \$0.00
01/06/2023					N				\$45.00 🗸
11 WTR ANALY	BABCOCK E S	SONS INC / BA 12/09/2022 √	BCOCK, N	ES&SONS, N	IN√		01/08/2023	12/09/2022	CL20744-0267√ \$0.00
01/06/2023					N				\$75.00
12 WTR ANALY	BABCOCK E S	SONS INC / BA 12/09/2022	BCOCK, N	ES&SONS,	IN√		01/08/2023	12/09/2022	CL20746-0267√ \$0.00
01/06/2023					N				\$150.00 🗸
13 WTR ANALY	BABCOCK E S	SONS INC / BA 12/11/2022	BCOCK, N	ES&SONS,	IN√		01/10/2023 ✓	12/11/2022	CL20808-0267/ \$0.00
01/06/2023					N				\$60.00
14 WTR ANALY	BABCOCK E S	SONS INC / BA		ES&SONS,	IN√		01/10/2023 🗸	12/11/2022	CL20809-0267√ \$0.00
01/06/2023					N				\$45.00
15 WTR ANALY	BABCOCK E S	SONS INC / BA	BCOCK, N	ES & SONS,	IN 🗸		01/10/2023	12/11/2022	CL20810-0267√ \$0.00
01/06/2023				*	N				\$30.00 √
16 WTR ANALY	BABCOCK E S	SONS INC / BA 12/11/2022 J.		ES&SONS,	7		01/10/2023 🗸	12/11/2022	CL20811-0267 \$0.00
01/06/2023					N				\$60.00

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Rubidoux Community Services District (RCSACT) Batch: AAAASI

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Tr. # PO Number GL Date	Vendor r	Inv Date Pa		Immediate	Credit Card Vend Check # Credit Card	Due Date CC Reference #	Discount Date Payment Date	Invoice # Discount Total Invoice
17		SONS INC / BAB	AND DESCRIPTION OF THE PARTY OF	and the second second	W		. /	CL20898-0267 V
WTR ANAL		12/13/2022√	N	N		01/12/202	3√ 12/13/2022	\$0.00
01/06/2023				/	N		,	\$110.00
18 PARTS	BERNELL / BEF	RNELL HYDRAUL 12/07/2022	ICS, INC.	- N		01/06/202	12/07/2022	0444399-IN√ \$0.00
01/06/2023					N			\$84.81
19 DEC.22 AR	BRINKS / BRIN MRD SVC	KS INC. √ 12/01/2022√	N	N		12/31/202	12/01/2022	12136951 \$0.00
01/06/2023					N			\$1,295.56
20 MEMSHIP F		ND / BUGBEE, LI 12/01/2022√	ELAND S I	II √ N		12/31/202	12/01/2022	20221201√ \$0.00
01/06/2023					N			\$106.00
21 POE INJEC		JSINESS TELECO 12/09/2022	OINUMMC N	CATION SYST	-1/	01/08/202	12/09/2022	19505 √ \$0.00
01/06/2023					N			\$152.15 V
22 GRDNG/WE	DURNEY DON EED ABATE	/ DURNEY, DON 12/12/2022√	N	N		01/11/2023	12/12/2022	20221212A.✓ \$0.00
01/06/2023					N			\$1,360.00
23 5473 MISSI	DURNEY DON	/ DURNEY, DON 12/12/2022/	N	N		01/11/2023	12/12/2022	20221212B. \$0.00
01/06/2023					N			\$4,850.00
25 PARTS	FERGUSON / F	ERGUSON ENTI	ERPRISE N	INC #1350√ N		01/05/202	3√ 12/06/2022	0817409 × \$0.00
01/06/2023					N			\$649.00
26 ANL MAINT	HARRIS COMP	UTER SYSTEMS 09/15/2022	/ HARRIS	S COMPUTER N	Ų	10/15/202	2√ 09/15/2022	MN00138231 \$0.00
01/06/2023					N			\$17,322.99
27 SUPPLIES		HAYER COMPAN	IY, INC√ N	N		01/13/202	12/14/2022	1626169-0√ \$0.00
01/06/2023		12/1//2022			N			\$528.30
28 2" VALVE		H METALS & SU 12/08/2022√	PPLY ✓ N	N		01/07/202	3√ 12/08/2022	0622077-IN√ \$0.00
		12/06/20220	IN	IN.	N	01/0//202	12/00/2022	\$297.41
01/06/2023 29 RFND-GON	HORNE LLP DE	3A LIHWAP / Horr 11/30/2022√	ne LLP Db	a Lihwap √ N	N	12/20/202	2√ 11/30/2022	22D13027400-04 \$0.00
01/06/2023		11/30/2022			N	12/00/202	1770072022	\$444.49
30	SHRED-IT / SH	RED-IT USA 11/30/2022	N	N	N	12/20/202	2 11/30/2022	8002838249 \$0.00
SHREDDIN		11/30/2022	14	IN	N	12/30/202	2 4 11/30/2022	\$69.62 _{\sq}
01/06/2023	STEPSAVER / S	CTED CAVED CA	110/		IN			CT403062 V
SALT		12/08/2022V	N N	Ν		01/07/202	3 / 12/08/2022	\$0.00
01/06/2023					N			\$5,123.25
32 5473 OFC U		12/06/2022√	N	Ν		12/28/202	2 12/06/2022	22D12013321489 V \$0.00
01/06/2023				f	N			\$38.70 ^V
33 R&M BACK		UINN CAT / MAC 12/08/2022√	HINERY [√] N	N		01/07/202	3 12/08/2022	WOA00042996 / \$0.00
01/06/2023					N			\$4,072.34

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34	RDO EQUIPME			0.√					P9646635
R&M EQUIP	,	12/08/2022	/ N	N			01/07/2023	12/08/2022	\$0.00
01/06/2023			/		N				\$90.40 🗸
35 DOT	THIEME / THIE	ME, JEFFREY 12/12/2022	N	N			01/11/2023	12/12/2022	20221212√ \$0.00
01/06/2023					N				\$75.00
36 POSTAGE	UPS / UNITED	PARCEL SER' 12/03/2022	4	N			01/02/2023	12/03/2022	000F908W2492√ \$0.00
01/06/2023					N				\$34.16
37 ENGINEER	WEBB ALBERT	A ASSOC / W	B .	RT A. ASSOCI N	A		12/26/2022	11/26/2022	224182√ \$0.00
01/06/2023					N				\$6,952.50V
38	WEBB ALBERT	A ASSOC / W	EBB, ALBE	RT A. ASSOCI	<i>F</i> ✓				224183
AVALON SE	WER IMPR.	11/26/2022 ¥	N	N			12/26/2022 🗸	11/26/2022	\$0.00
01/06/2023			,		N				\$6,074.14
39 PHONE CH	AIRESPRING / GRS	AIRESPRING 12/16/2022 \	1	N			01/15/2023 🗸	12/16/2022	168006131 \$0.00
01/06/2023					N				\$489.02
40 TNK RNTL	AIRGAS / AIRG	3AS USA, LLC 11/30/2022		N			12/30/2022	11/30/2022	9993401956√ \$0.00
01/06/2023					N				\$199.63
41 CO2 TANKS	AIRGAS / AIRG	AS USA, LLC 12/07/2022		N			01/06/2023	12/07/2022	9132818421√ \$0.00
01/06/2023					N				\$305.82 ^V
42	AMERICAN RE	NTALS / AME	ŖICAN REN	TALS					162279√
FORKLIFT F	RENTAL	12/06/2022	N	N			01/05/2023	12/06/2022	\$0.00
01/06/2023					N				\$1,675.69
43	BAVCO / BAVC		·					10/00/0000	189890
RBLD KIT		12/08/2022	N	N			01/07/2023 🗸	12/08/2022	\$0.00
01/06/2023					N				\$193.21
44 SUPPLIES	CARQUEST AL	12/12/2022	· · · · · · · · · · · · · · · · · · ·	AUTO PARTS N	•		01/11/2023 🇸	12/12/2022	7456-508559 √ \$0.00
01/06/2023					N				\$12.91
45 SHREDDIN	CORODATA SH G	11/30/2022		ATA SHREDD N	II v		12/30/2022	11/30/2022	DN1391132√ \$0.00
01/06/2023					N				\$34.00 🗸
46 COMM INS	EDGEWOOD P	12/01/2022		OOD PARTNE N	R ♥		12/31/2022	12/01/2022	296759 V \$0.00
01/06/2023					N				\$22,174.00
47 AUTO INS	EDGEWOOD P	ARTNERS IN: 12/01/2022 V		OOD PARTNEI N	R 🗸		12/31/2022	12/01/2022	296760 (\$0.00
01/06/2023					N				\$4,496.00
48 R&M BACKI	EAGLE / EAGL HOE	E ROAD SVC 12/09/2022		N			01/08/2023	12/09/2022	1-196232 \$0.00
01/06/2023					N	4	V		\$3,180.65 🗸
49 R&M TRUCI	EAGLE / EAGL K	E ROAD SVC 12/14/2022 v		N			01/13/2023 🗸	12/14/2022	1-196365 \$0.00
01/06/2023				***************************************	N				\$32.05 🗸
					8181				

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	FERGUSON / F							,		0817567√
PARTS		12/08/2022 🗸	N	N			01/07/2023 ٧	12/08/2022		\$0.00
01/06/2023					N					\$151.06
51 PARTS	HARRINGTON	12/12/2022 ✓	HARRINGT N	ON INDUSTRI N			01/11/2023	12/12/2022		012M1875 \$0.00
01/06/2023					N					\$74.12
52 PARTS	HARRINGTON	INDUSTRIAL / 1 12/14/2022 V	HARRINGT N	ON INDUSTRI N	√ 		01/13/2023√	12/14/2022		012M1931√ \$0.00
01/06/2023					Ņ					\$270.57
53 PVC PARTS	HARRINGTON	12/14/2022	HARRINGT N	ON INDUSTRI N	J		01/13/2023 ∨	12/14/2022		012M1932√ \$0.00
01/06/2023				/	N					\$634.26
54 SUPPLIES	HOME DEPOT	12/09/2022	CREDIT S	SERVICES V			01/08/2023 \	12/09/2022	22D	1857000286229√ \$0.00
01/06/2023					N					\$298.54
55 HYDRO WSF	HOUSTON HAF H	RRIS / HOUSTO 12/14/2022 √	N & HARR N	IS PCS, INC.√ N			01/13/2023	12/14/2022		22-24944/ \$0.00
01/06/2023			,		N					\$2,665.75
56 BILL PRINT	INFOSEND / IN	FOSEND, INC [~] 11/30/2022√	N	. N			12/30/2022√	11/30/2022	, (225339A. \$0.00
01/06/2023					N			F 1	1,636.31	\$1,792.47
57 POSTAGE	INFOSEND / IN	FOSEND, INC [√] 11/30/2022 √	N	N			12/30/2022	11/30/2022		225339B.√ \$0.00
01/06/2023				,	N				(\$2,844.34
58 . SUPPLIES	J THAYER / J TI	HAYER COMPA 12/16/2022√	NY, INC √ N	N			01/15/2023√	12/16/2022		1626770-0√ \$0.00
01/06/2023					N					\$197.74
	MERIT OIL / ME									GASOLINE√
746827		12/01/2022 🗸	N	N			12/16/2022 🗸	12/01/2022		\$0.00
01/06/2023	OLIABIENE / OL			/	N					\$1,451.26
POSTAGE M	QUADIENT / QL TR	12/09/2022 J		NC.▽ N			01/08/2023 🗸	12/09/2022		N9708608 √ \$0.00
01/06/2023					N					\$404.74√
61 \$ 5473 UTILTY	SCE/SCE √	12/17/2022	N	N			01/06/2023	12/17/2022	220	0700767086653 \$0.00
01/06/2023	,				N					\$136.97 √
WTR PMP EN	SCE / SCE /	12/17/2022 J	N	N			01/06/2023 ✓	12/17/2022	220	700609292713 V \$0.00
01/06/2023	7				N					\$312.34 🗸
63 S SWR PMP EN		12/19/2022 √	N	N			01/09/2023√	12/19/2022	220	0700179651118 √ \$0.00
01/06/2023					N					\$380.92 ✓
WTR PMP EN	SCE / SCE √ NRGY	12/17/2022 \	N	N		3	01/06/2023√	12/17/2022	220	0700158802582√ \$0.00
01/06/2023	7				N					\$4,298.58
65 S SWR PMP EN	SCE / SCE √ NRGY	12/19/2022 🗸	N	N)	01/09/2023√	12/19/2022	220	700136714571 \/ \$0.00
01/06/2023					N					\$2,936.96 🗸

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	SCE/SCE√				· · · · · · · · · · · · · · · · · · ·	-		/	22D700044576190
SWR PMP E 01/06/2023	ENRGY	12/17/2022 🗸	N	N			01/06/2023 \	12/17/2022	\$0.00
	SCE / SCEV				N				\$1,080.48 \/ 22D700040982544\/
MAIN OFFIC		12/07/2022 √	N	N			12/27/2022	12/07/2022	\$0.00
01/06/2023					N				\$1,069.34
68 FIRE STN U	SCE/SCE√ TLITY	12/07/2022	N	N			12/27/2022	12/07/2022	22D700617778997√ \$0.00
01/06/2023	i e				N				\$1,551.79
		/ SOCAL TRUCK	WORKS	/				2	12427
R&M TRUCK	<	12/09/2022	N	N			01/08/2023	12/09/2022	\$0.00
01/06/2023					N				\$674.04 ⁽
		JNTING OFFICE 12/08/2022	/ SWRCE	B - ACCOUNTI N	V		04/07/2022	12/08/2022	WD-0217828
01/06/2023	NW 7722-0725	12/00/2022	IN	IN	N		01/0//2023	12/06/2022	\$0.00 \$3,453.00
	AMERICAN REI	NTALS / AMERIC	AN REN	TALS	0				519744
FORKLIFT	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	12/14/2022 🗸		N			01/13/2023	12/14/2022	\$0.00
01/06/2023					N				\$545.63
72 NITRILE GLO		ETY PRODUCT: 12/15/2022 √	S / AMER N	RICAN SAFETY N	1		01/14/2023	12/15/2022	4453 \/ \$0.00
01/06/2023				,	N	6			\$394.49 🗸
73 6"CABLE TR		SALES / AQUA N 12/15/2022	METRIC S N	SALES CO N			01/14/2023	12/15/2022	INV0092188√ \$0.00
01/06/2023					N				\$538.75
		SALES / AQUA N						,	INV0092189
3/4' REG.		12/15/2022 🗸	N	N	97		01/14/2023	12/15/2022	\$0.00
01/06/2023 75	BAVCO / BAVCO				N				\$1,389.98 V 190537V
GATE VALVE		12/14/2022	N	N			01/13/2023 🗸	12/14/2022	190537¥ \$0.00
01/06/2023					N		•		\$762.02
76 GRNT CONS		ASSOCIATES, I		N			01/11/2023 🗸	12/12/2022	BA_4637_2022V \$0.00
01/06/2023					N				\$31.25 V
77	BERNELL / BER	NELL HYDRAUL	ICS, INC						0444902-IN V
PARTS		12/14/2022	N	N			01/13/2023	12/14/2022	\$0.00
01/06/2023					N				\$190.08
78 ARBITRAGE	BLX / BLX GROU	JP, LLC √ 12/13/2022 √	N	N			01/12/2023	12/13/2022	41742-249/121322 \$0.00
01/06/2023					N		01/12/2020	12/10/2022	\$1,500.00
79	BOOT BARN / B	OOT BARN						,	INV00214747 V
BOOTS-SAL	S,LOPZ,CANA	12/13/2022	N	N			01/12/2023	12/13/2022	\$0.00
01/06/2023					N				\$525.00
80 SODIUM HYI		SUPPLIES / B.P.S 12/13/2022		OL SUPPLIES N	V		01/12/2023	12/13/2022	118884√ \$0.00
01/06/2023					N				\$2,244.09 V
81 R&M TRUCK		ROAD SVC & TI 12/15/2022		N			01/14/2023 🗸	12/15/2022	1-196396 V \$0.00
01/06/2023					N				\$35.35 🗸

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Tr. # PO Number	Vendor	Inv Date	Paid Out	Immediate	Credit Card Ven Check #	idor	Due Date D	liscount Date	Invoice # Discount
GL Date		Immediate (immediate	Credit Card	CC Reference		Payment Date	Total Invoice
82	FERGUSON / F	ERGUSON E	NTERPRISE	INC #1350 J					0817892√
PARTS		12/13/2022	/ N	N			01/12/2023	12/13/2022	\$0.00
01/06/2023					N				\$1,000.88 🗸
83 REAGENT S	HACH CO. / HA SET	CH COMPAN 12/15/2022		N		a	01/14/2023	12/15/2022	13388398 V \$0.00
01/06/2023					N				\$696.75
84 CHEMICHA	HACH CO. / HA LS	CH COMPAN 12/15/2022		N.			01/14/2023 🗸	12/15/2022	13385960√ \$0.00
01/06/2023					N				\$299.77
85 PVC PARTS	HARRINGTON	INDUSTRIAL 12/20/2022 v	/	ON INDUSTR	1		01/19/2023√	12/20/2022	012M2020 √ \$0.00
01/06/2023					N				\$210.03 ✓
86	HARRINGTON	INDUSTRIAL	/ HARRINGT	ON INDUSTR	I√				012M2021
PARTS		12/20/2022	N	N			01/19/2023	12/20/2022	\$0.00
01/06/2023					N				\$138.18 🗸
87 PARTS	HARRINGTON	INDUSTRIAL 12/20/2022		ON INDUSTR	11		01/19/2023	12/20/2022	012M2022√ \$0.00
01/06/2023					N				\$313.06 🗸
88 PARTS	KH METALS / K	H METALS & 12/15/2022		N			01/14/2023√	12/15/2022	0622768-IN√ \$0.00
01/06/2023					N			٠	\$559.44
89 PARTS	KH METALS / K	H METALS & 12/19/2022 \		N			01/18/2023 🗸	12/19/2022	0623129-IN√ \$0.00
01/06/2023					N				\$86.07 [√]
90	MERIT OIL / ME		4						748124 🗸
GASOLINE		12/08/2022 \	N	N			12/23/2022	12/08/2022	\$0.00
01/06/2023					N				\$746.96 🗸
	PUMP CHECK	11/30/2022 V	1				12/30/2022 V		9208 🗸
METER TES	TING	11/30/2022	N	N			12/30/2022 V	11/30/2022	\$0.00
01/06/2023	DINIC DENIDED	/ DINC DEND	ED LLD \/		N				\$720.00
	RING BENDER APPEAL			N		•	01/06/2023 ✓	12/07/2022	11425√ \$0.00
01/06/2023					N				\$21,850.23
93	SOCAL JCB / So	OCAL JCB		,					W05639/
R&M BACK	HOE	12/15/2022	N	N			01/14/2023 🗸	12/15/2022	\$0.00
01/06/2023					N				\$1,852.66
94 OCT.22 BRII	WESTERN MUN NE	NICIPAL WATE 12/15/2022 >	/	RN MUNICIPA N	1		01/14/2023 V	12/15/2022	IN14373√ \$0.00
01/06/2023					N				\$166.57√
95 PARTS	YO FIRE / YO F	IRE √ 12/15/2022 √	N	N			01/14/2023 ✓	12/15/2022	2020449√ \$0.00
01/06/2023					N	z			\$2,131.30 √
96 WTR ANALY	BABCOCK E S	SONS INC / B. 12/13/2022 √		S & SONS, IN	V		01/12/2023	12/13/2022	CL20979-0267 \$0.00
01/06/2023					N				\$43.00 ✓
97 WTR ANALY	BABCOCK E S S	SONS INC / B.		S & SONS, IN N	✓		01/12/2023√	12/13/2022	CL20981-0267 \/ \$0.00
01/06/2023					N				\$36.00
									\$50.00 V

Tr. #	Vendor			Credit Card Vendor	1			Invoice #
PO Number GL Date		Inv Date Paid Out Immediate GL Account	Immediate	Check # Credit Card	CC Reference		Discount Date Payment Date	Discount Total Invoice
98 WTR ANALY		SONS INC / BABCOCK, E 12/13/2022√ N	S & SONS, IN	V	7	01/12/2023	12/13/2022	CL20982-0267√ \$0.00
01/06/2023				N				\$75.00 ✓
99	EDGEWOOD PA	ARTNERS INS / EDGEWO	OOD PARTNER	√				296761 V
EXCESS LIA	AB INS	12/01/2022 √ N	N			12/31/2022	12/01/2022	\$0.00
01/06/2023				N				\$4,384.00 🗸
100 OCT.LGL S\		IS LLP / HARPER & BURN 12/01/2022 √ N	NS LLP √ N			12/31/2022	12/01/2022	12012022A. \$0.00
01/06/2023			ž.	N		42	. (2002)	\$652.50
101 CITY RVDS		IS LLP / HARPER & BURN 12/01/2022√ N	N N			12/31/2022 V	12/01/2022	120122B. V \$0.00
01/06/2023			,	N				\$217.50
102 MONITORIN		RITY / JADTEC SECURITY 01/01/2023 ✓ N	Y SVCS, INC! N			01/11/2023 ∨	01/01/2023	2360510 V \$0.00
01/06/2023				N				\$53.85 ✓
103 WTR CNSLT		EWART / KRIEGER & STE 12/15/2022 √ N	EWART, INC. ✓ N	/		01/14/2023 \	/ 12/15/2022	47678√ \$0.00
01/06/2023				N				\$4,051.75
104 WSTE WTR		EWART / KRIEGER & STE 12/15/2022√ N	EWART, INC.√ N			01/15/2023 <	12/16/2022	47679 ^V \$0.00
01/06/2023				N				\$199.00
105 PRETRTMN		EWART / KRIEGER & STE 12/15/2022√ N	EWART, INC.√ N			01/14/2023	12/15/2022	47680√ \$0.00
01/06/2023				N				\$4,906.10
106 PRTMT REV		EWART / KRIEGER & STE 12/15/2022	WART, INC. √ N			01/14/2023√	12/15/2022	47681√ \$0.00
01/06/2023				N				\$2,491.50
107 AGUA/COMI		EWART / KRIEGER & STE 12/15/2022 N	WART, INC. V	/		01/14/2023	12/15/2022	47682 √ \$0.00
01/06/2023				N				\$2,290.78
		EWART / KRIEGER & STE 12/15/2022 \(\text{N} \)	WART, INC. V N			01/14/2023	12/15/2022	47683 √ \$0.00
01/06/2023				N				\$17,132.77 \
109 AVLN/WTR S		EWART / KRIEGER & STE 12/15/2022 √ N	WART, INC. \(\simega \) N			01/14/2023	12/15/2022	47684 √ \$0.00
01/06/2023				N				\$885.82 √
110 EMRLD RDG		EWART / KRIEGER & STE 12/15/2022 √ N	WART, INC√ N			01/14/2023√	12/15/2022	47685 √ \$0.00
01/06/2023				N				\$232.50 √
111 EMRLD RDG		WART / KRIEGER & STE 12/15/2022√ N	WART, INC√ N			01/14/2023	12/15/2022	47686 √ \$0.00
1/06/2023				N				\$5,985.50 √
		WART / KRIEGER & STE 12/15/2022√ N	WART, INC. √ N			01/14/2023	12/15/2022	47687 √ \$0.00
1/06/2023			. 7	N				\$930.00√
113 R 32721		WART / KRIEGER & STE 12/15/2022 / N	WART, INC. V			01/14/2023 √	12/15/2022	47688√ \$0.00
1/06/2023				N				\$836.50 🗸

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Tr. #	Vendor				Credit Card Vend	lor		Invoice #
PO Number	r			Immediate	Check#	Due Date	Discount Date	Discount
GL Date		Immediate GL A	ccount		Credit Card	CC Reference #	Payment Date	Total Invoice
114 CATERPILL	KRIEGER & ST AR CT 22503	EWART / KRIEGE 12/15/2022 √		WART, INC.\/ N		01/14/2023	√ 12/15/2022	47689√ \$0.00
01/06/2023					N			\$595.75√
115 WTR CNSL		EWART / KRIEGE 12/15/2022 J	ER & STEV	WART, INC.√ N	•	01/14/2023	12/15/2022	47690 / \$0.00
01/06/2023					N			\$5,671.50
116 BTLWR	MASTER'S / MA	ASTER'S SERVIC 12/07/2022 /	ES (GLAC	CIER) V N		01/06/2023	12/07/2022	0000000623653 ✓ \$0.00
01/06/2023					N			\$40.50 V
117 GASOLINE		ERIT OIL COMPAN		N		12/29/2022	12/14/2022	749462 \$0.00
01/06/2023					N			\$1,681.22 🗸
118 SOP'S	TRUSSELL TEC	12/16/2022 V	RUSSELL N	TECHNOLO N		01/15/2023	12/16/2022	0000008772√ \$0.00
01/06/2023				/	N			\$3,997.50
119 3/4" METER		SALES / AQUA N 12/21/2022	N N	ALES CO ^V N		01/20/2023	12/21/2022	INV0092308/ \$0.00
01/06/2023					N			\$14,488.07
120 WTR ANAL		SONS INC / BAB 12/16/2022 /		S & SONS, IN N		01/15/2023	12/16/2022	CL21161-0267 _√ \$0.00
01/06/2023					N			\$150.00/
121 WTR ANAL		SONS INC / BAB 12/16/2022 √	COCK, E : N	S & SONS, IN N	√	01/15/2023	12/16/2022	CL21162-0267/ \$0.00
01/06/2023					N			\$30.00V
122 WTR ANALY		SONS INC / BAB 12/19/2022	COCK, E	S & SONS, IN N	V	01/18/2023	√ 12/19/2022	CL21362-0267 \$0.00
01/06/2023					N			\$67.00
123 WTR ANAL		SONS INC / BAB6 12/16/2022 √	COCK, E S	S & SONS, IN N	V	01/15/2023	√ 12/16/2022	CL21163-0267 \$0.00
01/06/2023					N			\$60.00
124 WTR ANALY		SONS INC / BAB 12/19/2022 √	COCK, E S	S & SONS, IN N	V	01/18/2023	12/19/2022	CL21363-0267 \$0.00
01/06/2023					N			\$300.00
125 WTR ANALY		SONS INC / BAB6 12/19/2022 √	COCK, E S	S & SONS, IN N	<i>y</i>	01/18/2023	V 12/19/2022	CL21364-0267 \$0.00
01/06/2023					N			\$24.00
126 WTR ANALY		SONS INC / BAB(12/19/2022 /	COCK, E S	S & SONS, IN N	/	01/18/2023	/ 12/19/2022	CL21366-0267 \$0.00
01/06/2023					N			\$6,899.48
127 WTR ANALY		SONS INC / BAB 12/19/2022 √	COCK, E S	S & SONS, IN N	V	01/18/2023	12/19/2022	CL21365-0267 \$0.00
01/06/2023					N			\$110.00
128 WTR ANAL		SONS INC / BAB 12/19/2022 √	COCK, E S	S & SONS, IN N	/	01/18/2023	√ 12/19/2022	CL21367-0267 ✓ \$0.00
01/06/2023					N			\$75.00 🗸
129 WTR ANAL		SONS INC / BAB0 12/19/2022 √	COCK, E S	S & SONS, IN N	\checkmark	01/18/2023	√ 12/19/2022	CL21368-0267 \$0.00
01/06/2023					N			\$1,971.28

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Invoice Discour Total Invoic	iscount Date Payment Date		dor CC Reference #	Credit Card Ven Check # Credit Card	nmediate		Date Pa		Tr. # PO Number GL Date
CL21376-026				ý	& SONS, IN	BCOCK, ES	S INC / BAE	BABCOCK E S SONS	130
\$0.0	12/20/2022	01/19/2023 🗸			N	N	20/2022√	SES 12/2	WTR ANALY
\$557.86			**	N					01/06/2023
CL21377-0267 \$0.0	12/20/2022	01/19/2023√		V	& SONS, IN N	BCOCK, ES	S INC / BAE 20/2022	BABCOCK E S SONS SES 12/2	131 WTR ANALY
\$300.00				N					01/06/2023
CL21378-0267 \$0.0	12/20/2022	01/19/2023√		V	& SONS, IN N	BCOCK, E S N	S INC / BAE	BABCOCK E S SONS SES 12/2	132 WTR ANALY
\$3,942.56				N					01/06/2023
CL21384-0267 \$0.0	12/20/2022	01/19/2023√		/	& SONS, IN N	BCOCK, E S N	S INC / BAE 20/2022√	BABCOCK E S SONS SES 12/20	133 WTR ANALY
\$1,971.28				N					01/06/2023
CL21397-0267 \$0.0	12/20/2022	01/19/2023 ✓		/	& SONS, IN N	BCOCK, E S N	S INC / BAB 0/2022*	BABCOCK E S SONS SES 12/20	134 NTR ANALY
\$225.00				N					01/06/2023
CL21398-0267 \$0.00	12/20/2022	01/19/2023		1	& SONS, IN N	BCOCK, E S N	S INC / BAB 0/2022 √	BABCOCK E S SONS SES 12/20	135 NTR ANALY
\$36.00				N					01/06/2023
CL21416-0267 \$0.00	12/20/2022	01/19/2023 √			& SONS, IN N	BCOCK, E S N	S INC / BAB 0/2022 √	BABCOCK E S SONS SES 12/20	136 NTR ANALY
\$129.00				N					01/06/2023
CL21732-0267 \$0.00	12/23/2022	01/22/2023√		V	& SONS, IN N	BCOCK, E S N	3/2022√	BABCOCK E S SONS SES 12/23	NTR ANALY
\$30.00				N					01/06/2023
CL21733-0267 \$0.00	12/23/2022	01/22/2023√		V	& SONS, IN N	BCOCK, E S N	3/2022 AB	BABCOCK E S SONS SES 12/23	138 VTR ANALY
\$150.00				N					01/06/2023
N0819970252 \$0.00	11/30/2022	12/30/2022			S, INC. V N	INDUSTRIE N	C WASTE I 0/2022 √	BURRTEC / BURRTE HAUL 11/30	139 SWF WSTE
\$1,665.48				N					1/06/2023
7456-509300 \$0.00	12/22/2022	01/21/2023 🗸			TO PARTS ✓ N	RQUEST AU N	ARTS / CAR 2/2022 V	CARQUEST AUTO PA 12/22	SUPPLIES
\$13.99				N					1/06/2023
1N065227 \$0.00	12/21/2022	01/20/2023 🗸		J	/ RIVERSIE N	RONMENTAL N	EPT ENVIR 1/2022 √	RIVERSIDE CNTY DE 2 EXMR 12/21	141 PERMIT 428:
\$933.00				N /					1/06/2023
IN0465228 \$0.00	12/21/2022	01/20/2023 🗸		/	/ RIVERSIC N	RONMENTAL N	EPT ENVIRO 1/2022	RIVERSIDE CNTY DE DALY 12/21	142 PERMIT 345
\$933.00				N					1/06/2023
IN0465293 \$0.00	12/21/2022	01/20/2023 √		(/ RIVERSIC N	RONMENTAL N	EPT ENVIRO 1/2022 √	RIVERSIDE CNTY DE 5 CRSTMR 12/21	143 ERMIT 342
\$1,214.00				N					1/06/2023
1N0465322 \$0.00	12/21/2022	01/20/2023		1	RIVERSIC N	RONMENTAL N	PT ENVIRO 1/2022√	RIVERSIDE CNTY DE RUBDX 12/21	144 I ERMIT 3590
\$1,779.00				N		v.			1/06/2023
1-196488 \$0.00	12/21/2022	01/10/2023√			N	TIRE√ N	D SVC & T 0/2022√	EAGLE / EAGLE ROA 12/20	145 I &M TRUCK
\$35.35				N					1/06/2023

Tr. #	Vendor		**************************************		Credit Card Ven	dor			Invoice #
PO Number GL Date		Inv Date Pa		Immediate	Check # Credit Card	CC Reference		Discount Date Payment Date	Discount Total Invoice
146	DARCO CONST	TRUCTION / DAF	RCO CONS	TRUCTION				2022	1201-15100000-03
HYD-RFND		12/22/2022 √	N	N			01/21/2023 \		\$0.00
01/06/2023					N				\$2,323.201
147 PARTS	HARRINGTON	12/21/2022	ARRINGTO N	N INDUSTRI N	V		01/20/2023 ✓	12/21/2022	012M2045√ \$0.00
01/06/2023			7		N				\$91.19 [√]
148 PARTS	KH METALS / K	12/21/2022	PPLY ^J N	N			01/20/2023	12/21/2022	0623281-IN √ \$0.00
01/06/2023				ar and a second	N				\$109.92
	LOUIES / LOUIE T 2014JEEP	12/07/2022 J	LIGNMENT N	N N			01/06/2023√	12/07/2022	8862√ \$0.00
01/06/2023				4	N				\$60.00 🗸
150 BTL WTR	MASTER'S / MA	STER'S SERVIC 12/21/2022 V	ES (GLAC N	IER)√ N			01/20/2023	12/21/2022	0000000631664 V \$0.00
01/06/2023			/		N				\$63.00 🗸
151 DIESEL	MERIT OIL / ME	RIT OIL COMPA 12/20/2022	N N	N			01/04/2023 /	12/20/2022	750745 √ \$0.00
01/06/2023				,	N				\$435.37 V
152 OFF KYOCE		12/22/2022	ACE SOLU N	JTIONS √ N			01/21/2023 🗸	12/22/2022	32157 \/ \$0.00
01/06/2023					N				\$11,651.25
153 WTR ANALY		SONS INC / BAB 12/27/2022√	COCK, E S N	S & SONS, IN N	/		01/26/2023√	12/27/2022	CL21878-0267√ \$0.00
01/06/2023					N				\$55.00 🗸
154 WTR ANALY		SONS INC / BAB 12/27/2022√	COCK, E S N	& SONS, IN	/		01/26/2023 V	12/27/2022	CL21879-0267√ \$0.00
01/06/2023					N				\$985.64 √
155 WTR ANALY		SONS INC / BAB 12/27/2022	COCK, E S N	& SONS, IN N	J		01/26/2023√	12/27/2022	CL21880-0267 \$0.00
01/06/2023					N				\$43.00
156 WTR ANALY		12/27/2022	COCK, E S N	& SONS, IN N	/		01/26/2023	12/27/2022	CL21881-0267√ \$0.00
01/06/2023					N				\$36.00
157 WTR ANALY		SONS INC / BAB 12/27/2022	COCK, E S N	& SONS, IN N	V		01/26/2023 🗸	12/27/2022	CL21882-0267√ \$0.00
01/06/2023				/	N				\$75.00√
158 COMM TRSH		AL INC / TRI-CO 12/27/2022 √	DISPOSAI N	L, INC √ N			01/26/2023	12/27/2022	1207-122722A.\ \$0.00
01/06/2023				/	N			(\$58,670.22 √
159 RES TRSH		AL INC / TRI-CO 12/27/2022√	DISPOSAI N	L, INC V N			01/26/2023√	12/27/2022	1207-122722.B√ \$0.00
01/06/2023					N			4227, 778.46	\$185,167.06 🗸
160 RCSD SHR (AL INC / TRI-CO 12/27/2022	DISPOSAI N	L, INC√ N			01/26/2023 √	12/27/2022	1207-122722.C√ \$0.00
01/06/2023				,	N			/	(\$7,627.13) 🗸
161 - TROSD SHR F		AL INC / TRI-CO 12/27/2022√	DISPOSAL N	L, INC√ N			01/26/2023√	12/27/2022	1207-122722.D √ \$0.00
01/06/2023					N				(\$5,431.69)√

12/20	12022	12.1	7.55	DIM

Vendor

Tr. #

AP Enter Bills Edit Report
Rubidoux Community Services District (RCSACT)
Batch: AAAASI Page 11 Invoice # **Credit Card Vendor**

Tr. #	Vendor	Inv Date	Boid Out	Immodiato	Check #		Discount Date	Discount
PO Number GL Date		Immediate		Immediate	Credit Card	CC Reference #	Payment Date	
	TRI-CO DISPOS			AL INCI/			·	1207-122722.E √
BILLING FEI		12/27/2022		N N		01/26/202	3 🗸 12/27/2022	\$0.00
01/06/2023					N			(\$3,000.00) ✓
	CHASE CARD S	SERVICES / (CHASE CAR	D SERVICES	/		`	22D77049795.A V
LUNCH/RCS	SD	12/17/2022	N	N		01/11/2023	3 √ 12/17/2022	\$0.00
01/06/2023				· ·	N			\$756.98
	CHASE CARD S				/			22D77049795.BV
COVID TEST	T	12/17/2022	N	N		01/11/2023	3 12/17/2022	\$0.00
01/06/2023					N)	\$154.96
165 WEBACM	CHASE CARD S	SERVICES / (12/17/2022		D SERVICES N	V	01/11/2023	3 / 12/17/2022	22D77049795.CV \$0.00
01/06/2023		LITTIZOZZ		.,	N	0.11.11.202.	42,793.34	\$79.71 √
	CHASE CARD S	SERVICES / C	CHASE CAR	O SERVICES ^V	1		4011	22D77049795.DV
GASOLINE		12/17/2022\		N		01/11/2023	3 12/17/2022	\$0.00
01/06/2023					N			\$68.45
	CHASE CARD S			SERVICES V	/			22D77049795.E√
RECRUITME	ENT	12/17/2022	N	N		01/11/2023	3 🗸 12/17/2022	\$0.00
01/06/2023					N			\$100.00 V
168 SUPPLIES	CHASE CARD S	SERVICES / (12/17/2022		D SERVICES I N		01/11/202	3/ 12/17/2022	22D77049795.F ✓ \$0.00
01/06/2023		12/1//2022	. 10	IN.	N	01/11/2023	12/1//2022	\$311.92 🗸
	CHASE CARD S	SERVICES / C	CHASE CARI) SERVICES I	, " "			22D77049795.G
DIARY/LEE		12/17/2022		N N		01/11/2023	3 / 12/17/2022	\$0.00
01/06/2023					N			\$1,320.32
170	EVERSOFT / EV	ERSOFT V	(/	R2321569
SFTNR RNT	Ľ	01/01/2023	√ N	N		01/31/202	01/01/2023	\$0.00
01/06/2023				,	N			\$807.44
	LOCKWOOD, KI			KENNETH√ N		01/14/202	3, / 12/15/2022	20221215 _\ / \$0.00
01/06/2023	-LOCKWOOD	12/15/2022	- 11	IN	N	01/14/202	12/13/2022	\$115.00
	MALIER CONTR	ACTORS IN	IC / MALIER	CONTRACTO				4607
	REPAIR		/	N		01/11/2023	3 / 12/12/2022	\$0.00
01/06/2023					N		•	\$1,500.00
173	MANRIQUE, BE	NNY / MANR	IQUE, BENN	IY 🗸				20221222
BACKFLOW	CERT	12/22/2022	√ N	N		01/21/202	3 12/22/2022	\$0.00
01/06/2023					N			\$171.00√
5.5	RELIABLE / REL		. /			04/00/000	0./ 40/04/0000	221224-0004
COPIER US	G	12/24/2022	N	N	N.	01/23/202	12/24/2022	\$0.00
01/06/2023	RELIABLE / REL	14 DI E 14/00	KDI 405 00	LUTIONS	N			\$684.70 221224-0005
175 COPIER US		12/24/2022	1	N N		01/23/202	3/ 12/24/2022	\$0.00
01/06/2023			•		N			\$4.85
	WEST COAST C	CONS / WES	T COAST CO	NSTRUCTION	\ /			. 3671315 🗸
SAFETY SH		12/22/2022	1	N	~	01/21/202	3/ 12/22/2022	\$0.00
01/06/2023					N			\$88.58 🗸
	LILLESTRAND /		./		· V	St.A. V.C.		7756
	IG-BECKWITH	12/15/2022	N	N	**	01/14/202	3 12/15/2022	\$0.00
01/06/2023					N			\$238.75 ∨

AP Enter Bills Edit Report

Rubidoux Community Services District (RCSACT)

Batch: AAAASI

12/29/2022 12:17:55 P	IVI	Batch:	Page 12	
Tr. # Vendor PO Number GL Date	Inv Date Paid Out In Immediate GL Account	Credit Card nmediate Check # Credit Card	Due Date Discount Date	Invoice # e Discount ayment Date Total Invoice
178 SWRCB ACCO	UNTING OFFICE / SWRCB -	ACCOUNTI V		LW-1039838
ANNL WTR SYS FEES	12/21/2022 √ N	N	01/20/2023 🗸 12/21/2022	\$0.00
01/06/2023		N		\$36,289.93
	Grand Totals			
			Total Direct Expense:	\$559,701.26
			Total Direct Expense Adj:	(\$16,058.82) 🕖
			Total Non-Electronic Transactions:	\$543,642.44 ව

Report Summary

Report Selection Criteria

Report Type: Condensed

42/20/2022 42:47-EE DM

Start

End

Transaction Number: Start End

0 4/6, 05 8.32 16, 05 8.32 Ti; - Co

(a) 4543, 642.44 543, 912.44 x fer

Dago 12

270,00 Urion

B. MURPHY B Mun REVIEWED 12/29/22 NO COMMENT 6. ACKNOWLEDGEMENTS – THIS IS THE TIME FOR MEMBERS OF THE PUBLIC TO ADDRESS THE BOARD ON ANY NON-AGENDA MATTER.

7. CORRESPONDENCE AND RELATED INFORMATION

a) Article from California Water News Daily – State Water Project Initial Allocation



STATE WATER PROJECT INITIAL ALLOCATIONS SET FOR JUST 5 PERCENT

California Water News Daily O December 5, 2022

The Department of Water Resources (DWR) on Dec. 1 announced an initial State Water Project (SWP) allocation of 5 percent of requested supplies for 2023. The SWP provides water to 29 public water agencies that serve 27 million Californians.

As the state prepares for a fourth dry year and continued extreme drought conditions in California, DWR will also assess requests for additional water that may be necessary for health and safety including minimum domestic, sanitation, and fire suppression needs.

"This early in California's traditional wet season, water allocations are typically low due to uncertainty in hydrologic forecasting. But the degree to which hotter and drier conditions are reducing runoff into rivers, streams and reservoirs means we have to be prepared for all possible outcomes," said DWR Director Karla Nemeth.

Lake Oroville, the State Water Project's largest reservoir, ended Water Year 2022 about 400,000 acre-feet higher than the previous year, which was the lowest storage level on record. However, Oroville remains just 55 percent of average for this time of year.

DWR is conserving existing storage in Lake Oroville in the event dry conditions continue. The initial 5 percent allocation would be met by flows from winter storms entering the Delta as well as stored water in

San Luis Reservoir. If storage levels in Lake Oroville improve as the wet season progresses, DWR will consider increasing the allocation if warranted. DWR is also working closely with senior water rights holders on the Feather River downstream of Lake Oroville to monitor conditions and assess water supply availability should dry weather persist.

"We are in the dawn of a new era of State Water Project management as a changing climate disrupts the timing of California's hydrology, and hotter and drier conditions absorb more water into the atmosphere and ground. We all need to adapt and redouble our efforts to conserve this precious resource," said Nemeth.

California traditionally receives half its rain and snow by the end of January. Water managers will reassess conditions monthly throughout the winter and spring. Starting in February, the assessments will incorporate snowpack data and runoff forecasts. For the second year in a row, DWR is broadening the deployment of more sophisticated technologies, such as aerial snow surveys, that can collect snow measurements farther upslope of the Sierra Nevada. This will improve forecasts of spring runoff into reservoirs.

Water managers will be monitoring how the wet season develops and whether further actions may be necessary later in the winter. If dry conditions persist, DWR may also pursue submission of a Temporary Urgency Change Petition (TUCP) and re-installation of the West False River Emergency Drought Salinity Barrier in the Sacramento-San Joaquin Delta.

Each year, DWR provides the initial State Water Project allocation by December 1 based on available water storage, projected water supply, and water demands. Allocations are updated monthly as snowpack and runoff information is assessed, with a final allocation typically determined in May or June.

The lowest initial SWP allocation was zero percent on December 1, 2021, with limited water designated only for any unmet human health the safety needs. Last year's final allocation was 5 percent plus unmet health and safety needs. Four of the 29 State Water Contractors ultimately requested and received additional health and safety water supply.

- 8. MANAGER'S REPORT (Second Meeting each Month)
 - a) Operations Report
 - b) Emergency and Incident Report

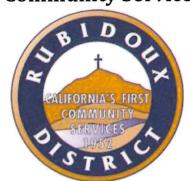
9. CONSIDER PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES ASSOCIATED WITH THE PURCHASE OF LAND FOR THE FUTURE GOLDEN WEST BOOSTER PUMP SITE FROM THE CITY OF JURUPA VALLEY: **DM 2023-01**

Rubidoux Community Services District

Board of Directors

Bernard Murphy, President John Skerbelis, Vice-President Armando Muniz F. Forest Trowbridge Hank Trueba Jr.

General Manager Brian R. Laddusaw



Water Resource Management

Refuse Collection

Street Lights

Fire / Emergency Services

Weed Abatement

DIRECTORS MEMORANDUM 2023-01

January 5, 2023

To:

Rubidoux Community Services District

Board of Directors

Subject:

Consider Professional Services Agreement for Engineering Services Associated with the Purchase

of Land for the Future Goldenwest Booster Pump Site from the City of Jurupa Valley

BACKGROUND:

The Rubidoux Community Services District ("District") was successful in securing a grant in the amount of \$300,000 to procure three generators under the CalOES FY 20/21 Community Power Resiliency ("CPR") Program. Purchase orders for the generators have been issued with expected delivery dates in 2023. Additionally, the Board of Directors recently approved the District's 2022 Water Master Plan ("Water Master Plan"). Within the Water Master Plan, the refurbishment and expansion of the aged booster station on Golden West Avenue, commonly called the "Golden West Booster Station" is identified. Installation of a generator and expansion of the Golden West Booster Station is critical to the District's continued ability to reliably provide water service to the Hunter Pressure Zone and Skyline Pressure Zone.

There is inadequate space at the existing Golden West Booster Station to add a generator. In 2022, staff began negotiations with the City of Jurupa Valley to lease land within the public right-of-way owned by the City of Jurupa Valley ("City") between the roadways of Golden West Avenue and Limonite Avenue. The space sought for acquisition will be sufficient in size for the replacement pump station and generator. To install the generator as expeditiously as possible the District's original plan was to lease the land from the City of Jurupa Valley until purchase terms could be negotiated and finalized.

Webb and Associates ("Webb") is working with the District on the plans and contract documents and has provided the District a legal description and plat map to describe the lease area and the placement of the generators and future booster pumps at the new Golden West Booster Site. Webb and Associates is in process of developing Landscape Plans under a Professional Services Contract issued pursuant to DM 2022-91. Additionally, Webb and Associates prepared the 2022 Water Master Plan as well as the 2022 Wastewater Master Plan.

Recently the District asked for clarification from CalOES on whether the Generators under the grant need to be sited or just purchased. CalOES replied to the District the Generators only need to be purchased with the funds from the Grant but the funds must be expended by March 1, 2023. With this information in hand, it became less urgent to obtain the land via a lease agreement with the City; consequently, the District can now proceed to purchase rather than lease the land. Staff therefore made the decision to proceed with purchasing the land from the City of Jurupa Valley. Purchasing the land requires more due diligence and research than does leasing the land, therefore taking more time to accomplish. Part of the process of purchasing the land requires a Pro Forma Title Report and a Phase 1 Environmental Study.

As Webb has been working on this project and is familiar with it, Staff requested Webb aid the District by providing a Pro Forma Title Search and Phase 1 Environmental Study as well as Engineering Support Services necessary to purchase the property from the City. Staff received a proposal from Webb to prepare the Pro Forma Title Report, Phase 1 Environmental Study and Related Engineering Support Services for the purchase of land in the right-of-way between Golden West Avenue and Limonite Avenue. This proposal is in the amount of \$10,552. Staff believes it is prudent to have a contingency for this work in the amount of \$1,448, bringing the total to \$12,000. Line 76 of the Water Fund Budget in the approved 2022/23 Fiscal Year Budget includes \$100,000 of which approximately \$85,000 has not been encumbered for the CalOES Generator Project and is available for use. Staff proposes using \$12,000 of this appropriation for the preparation of a Pro Forma Title Report, Phase 1 Environmental Study, and Related Engineering Support Services for due diligence associated with the purchase of this land.

RECOMMENDATIONS:

Staff recommends the Board of Directors consider authorizing the General Manager to:

- 1. Appropriate \$12,000 from Line 76 of the Water Fund Budget for preparation of the landscape plans.
- 2. Sign a Task Oder in the amount of \$10,522 with Webb and Associates to prepare the Pro Forma Title Report, Phase 1 Environmental Study and associated Engineering Support Services.

Respectfully,

BRIAN R. LADDUSAW

General Manager

Attach:

- 1. Webb and Associates Proposal Dated December 23, 2022
- 2. Preliminary Construction Drawings for Proposed Golden West Booster Station Site
- 3. Goldenwest Booster Station Site Legal Description and Plat
- 4. Water Master Plan Excerpt showing the Golden West Booster Station Upgrade Water Replacement Project





Corporate Headquarters 3788 McCray Street

Riverside, CA 92506 951.686.1070

Palm Desert Office

74967 Sheryl Avenue Palm Desert, CA 92260 951.686.1070

Murrieta Office

41870 Kalmia Street #160 Murrieta, CA 92562 T: 951.686.1070 December 23, 2022

Sent Via Email to TBeckwith@rcsd.org

Mr. Ted Beckwith, P.E.
Director of Engineering
RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Blvd.
Jurupa Valley, CA 92509

RE: Proposal for Due Diligence Services related to Property Acquisition of the Proposed Goldenwest Booster Station site

Dear Mr. Beckwith:

Pursuant to the District's request, we are providing this proposal to provide Due Diligence Services related to the Property Acquisition proposed by RCSD from the City of Jurupa Valley which includes engineering support and, if necessary, a proforma title report and Phase 1 Environmental Assessment.

PROJECT UNDERSTANDING

RCSD is seeking to acquire a site for relocating the Goldenwest Booster station. The site is within the public right-of-way controlled by the City of Jurupa Valley along Goldenwest Avenue. Based on our previous research, the right-of-way was originally conveyed to Riverside County and then transferred to the City of Jurupa Valley upon city formation in such a way that the right-of-way does not have to revert back to the original property owners. The City and RCSD have been in discussions to allow RCSD to acquire the site for the pump station. The initial phase of work on the pump station site will be to grade the site, install the proposed emergency generator and landscape the site. In the future, the existing pump station will be abandoned and a new pump station will be constructed on the site. Webb has already prepared a survey file, a base map and a legal description / plat map under a previous authorization. Webb has also already prepared the plans to install the proposed emergency generator and prepared a conceptual landscaping plan for the site.

This proposal includes a title report, a Phase 1 Environmental Assessment and Engineering Support for the acquisition.

RCSD may choose to eliminate one or more of the tasks as needed.

Mr. Ted Beckwith, P.E. Director of Engineering **Rubidoux Community Services District** December 23, 2022 Page 2 of 4

SCOPE OF WORK

Task 1. Title Reports

Title Reports

 Utilizing the legal description already prepared, WEBB's survey department will obtain Pro Forma Title report for the proposed site from a Title Company.

Task 2. Phase I Environmental Assessments

WEBB's sub-consultant, Converse Consulting, will prepare a Phase 1 Environmental Assessment based on industry standards for these reports. These will include any recommendations for any additional Phase 2 work which may be warranted. A detailed and budget can be provided for any of the recommended Phase 2 work after the Phase 1 report is prepared.

Task 3. Engineering Support and Project Management

This task provides for the effort provide engineering support as needed for the acquisition process and to manage the project including budget, schedule, staff, as well as regular internal meetings, and invoicing. Our budget includes two coordination meetings.

Deliverables

- Proforma Title Report.
- Phase 1 Environmental Assessment.

Assumptions

This scope of work assumes that:

- 1. the current legal description and plat map is acceptable for acquisition purposes
- 2. the City is willing to execute agreements for the acquisition

Additional Services

Services which are not specifically identified herein as services to be performed by WEBB are considered Additional Services for the purposes of this Proposal. The District may request WEBB to perform services which are additional services. WEBB will perform such additional services upon execution of an amendment to the Original Agreement setting forth the scope, schedule and fee for such additional services. WEBB will also provide prior notice to the District, and obtain acceptance from same, before performing work outside the contract work scope and thereby contract budget amount.

Mr. Ted Beckwith, P.E. Director of Engineering **Rubidoux Community Services District** December 23, 2022 Page 3 of 4

PROJECT TEAM

The WEBB primary project team members are as follows:

Project Manager: Brad Sackett, PE
Land Surveyor: Michael Johnson, PLS
Environmental: Converse Consulting

PROJECT FEE/FEE SUMMARY

WEBB is committed to providing the highest quality service to the District and to provide quality engineering services for this project. After preparing a detailed scope of work for this project, we have included all the necessary items required to successfully complete it and believe our team experience will generate an efficient processing of the project deliverables. Based upon the project's scope of work, a summary of our engineering services budget is as follows:

TASK			STIMATED S BUDGET
I.	Title Report	\$	2,449
II.	Phase 1 Environmental Assessment	\$	3,445
III.	Project Management and Engineering Support	\$	4,658
	Total Fee For Services =	<u>\$</u>	10,552

Unforeseen additional work activities may arise as the project progresses. As such, the District may wish to allocate an additional 10-15 percent of the total services budget for allocation purposes only. A detailed man-hour breakdown of the services budget is included.

We appreciate the opportunity to be of continued service and look forward to hearing from you. If you have any questions or concerns, do not hesitate to contact me at 951-686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Bradley Sackett, P.E. Senior Engineer

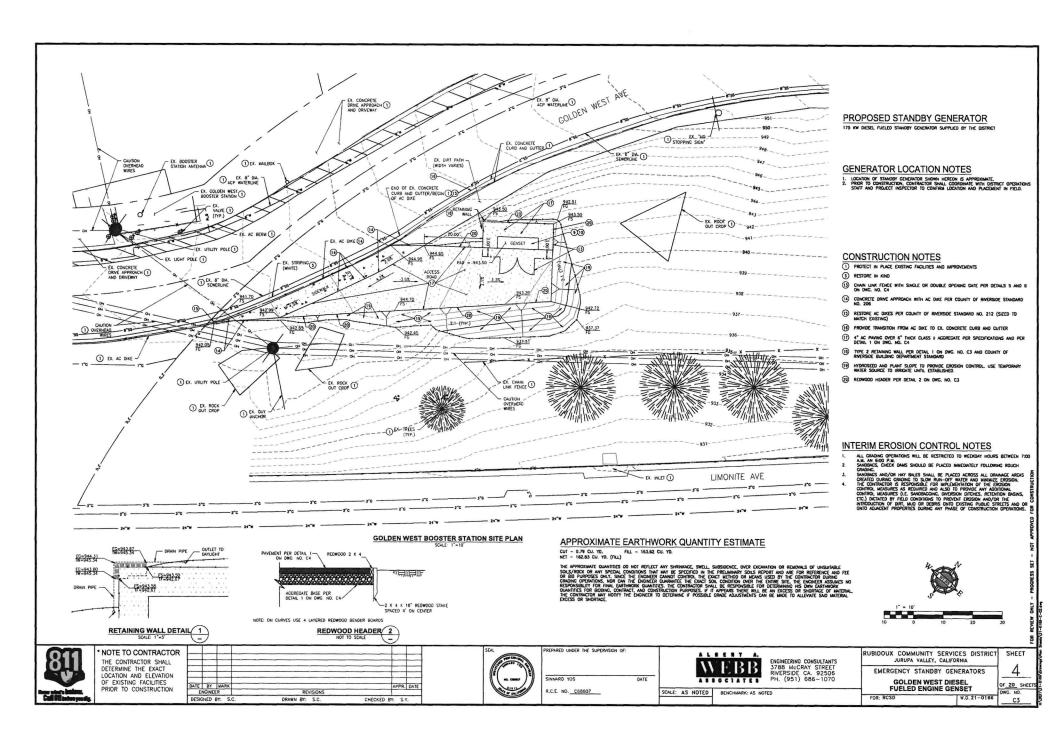
Attachments: Budget/Hours Estimate



Goldenwest Site Acquisition Due Diligence Support Rubidoux Community Services District

ltem	Description	Bradley Sackett Principal II	Michael Johnson Principal I	April Escoto Project Coordinator	Total Hours	Subtotal - Labor	Sub-consultant budget	Expenses	Total/task ¹
	Billout Rate	\$ 302	\$ 287	\$ 135					
Task 1	- Title Report	1	1	1	3	\$ 724	\$ 1,725	\$ •	\$ 2,449
1.1	Goldenwest Site	1	1	1	3	\$ 724	\$ 1,725	\$ -	\$ 2,449
Task 2	Phase 1 Environmental Assessments	2		2	4	\$ 874	\$ 2,571	\$	\$ 3,445
2.1	Goldenwest Site	2		2	4	\$ 874	\$ 2,571	\$ -	\$ 3,445
	_								
Task 3	Project Management	14		3	17	\$ 4,633	\$	\$ 25	\$ 4,658
	Engineering Support	8			8	\$ 2,416	\$ -	\$ 25	\$ 2,441
	2 Coordination meetings (2)	4		2	6	\$ 1,478	\$ 	\$ Ä	\$ 1,478
5.3	Project Management	2		1	3	\$ 739	\$ -	\$	\$ 739
Total		17	1	6	24	\$ 6,231	\$ 4,296	\$ 25	\$ 10,552

^{1.} Rounded to the nearest \$1.



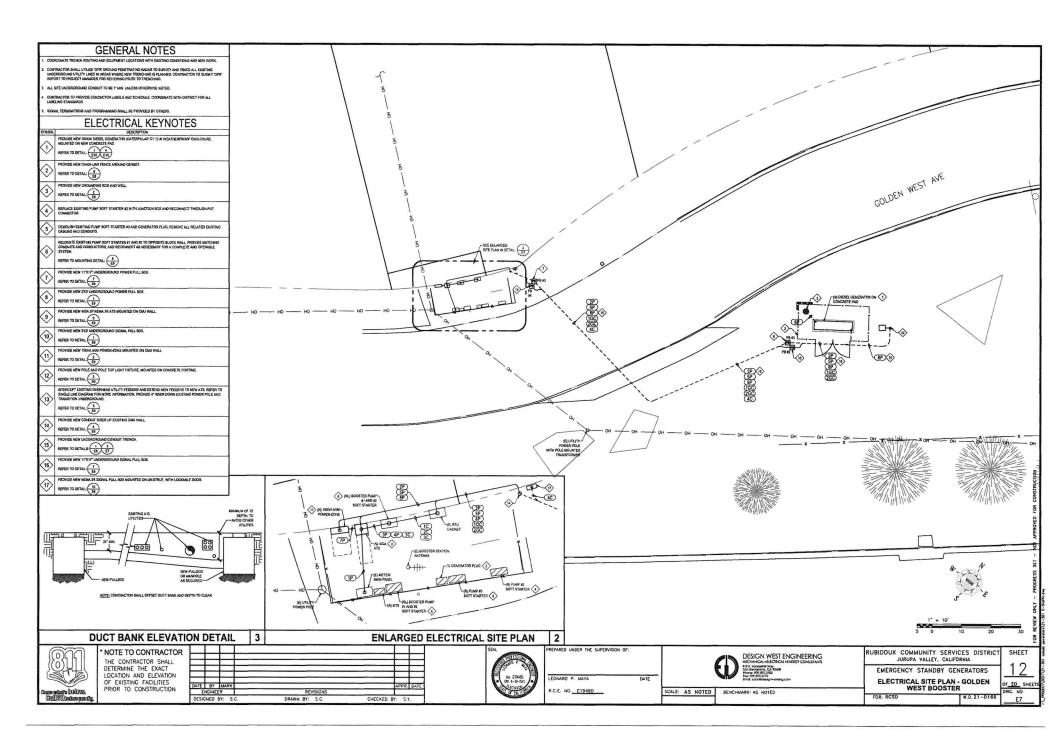


EXHIBIT "A" PUMP STATION LEGAL DESCRIPTION

THAT PORTION OF PARCEL 44 AS SHOWN BY MAP ON FILE IN BOOK 25, PAGES 66 AND 67 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 20, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 44, SAID POINT BEING ON THE CENTERLINE OF GOLDEN WEST AVENUE (60.00 FEET FULL-WIDTH) AS SHOWN ON SAID RECORD OF SURVEY, AND THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 26°57'39" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07°40'00", AN ARC DISTANCE OF 40.14 FEET TO A POINT THEREON, THE RADIAL LINE TO SAID POINT BEARS NORTH 34°37'39" WEST;

THENCE LEAVING SAID CENTERLINE AND ALONG SAID RADIAL LINE, SOUTH 34°37'39" EAST, A DISTANCE 27.35 FEET FOR THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 36°43'08" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°21'13", AN ARC DISTANCE OF 169.68 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 433.00 FEET, THE RADIAL LINE TO SAID POINT BEARS NORTH 72°04'21" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°55'07", AN ARC DISTANCE OF 67.40 FEET;

THENCE SOUTH 39°08'54" EAST, A DISTANCE OF 5.97 FEET;

THENCE NORTH 50°51'06" EAST, A DISTANCE OF 214.78 FEET;

EXHIBIT "A" PUMP STATION LEGAL DESCRIPTION

THENCE NORTH 35°16'53" WEST, A DISTANCE OF 82.17 FEET TO THE TRUE POINT OF BEGINNING.

08/22/22

Date

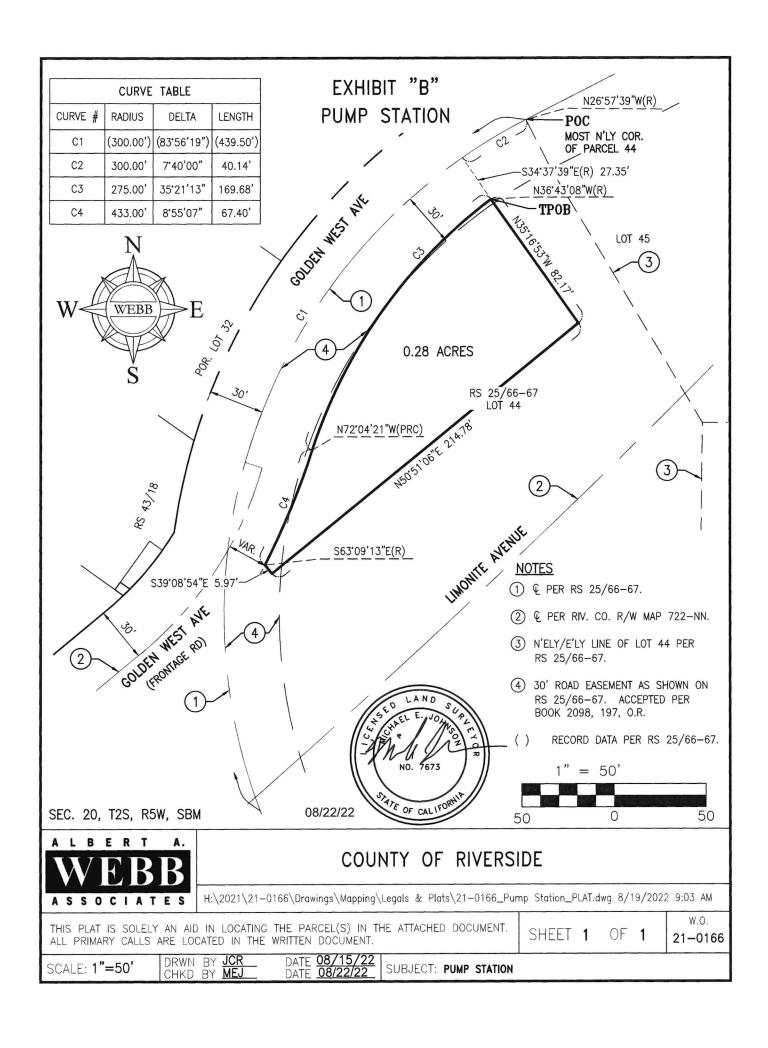
CONTAINING 0.28 ACRES (12,142 SQUARE FEET), MORE OR LESS.

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

Michael E. Johnson, L.S. 7673

I.B. YOR

Prepared By: <u>JCR</u> Checked By: <u>MEJ</u>



Parcel Map Check Report

Client:

Prepared by:

JCR

AA WEBB

Date: 8/17/2022 6:02:37 PM

Parcel Name: Site 1 - Boundary: 1 Description: 21-0166 PUMP STATION

Process segment order counterclockwise: True

Enable mapcheck across chord: False

North:2,304,823.9637'

East:6,203,887.7207'

Course: S35°36'16"W

Segment# 1: Curve

Length: 169.68' Delta: 35°21'13" Chord: 167.01'

Radius: 275.00' Tangent: 87.64'

Course In: \$36°43'08"E Course Out: N72°04'21"W RP North: 2,304,603.5296' East: 6,204,052.1403' End North: 2,304,688.1783' East: 6,203,790.4925'

Segment# 2: Curve

Length: 67.40' Delta: 8°55'07"

Radius: 433.00' Tangent: 33.77'

Course: S22°23'13"W Chord: 67.33' Course In: N72°04'21"W Course Out: S63°09'13"E RP North: 2,304,821.4614' East: 6,203,378.5160' End North: 2,304,625.9186' East: 6,203,764.8475'

Segment# 3: Line Course: S39°08'54"E

Length: 5.97'

North: 2,304,621.2888'

East: 6,203,768.6165'

Segment# 4: Line

Course: N50°51'06"E North: 2,304,756.8859' Length: 214.78'

East: 6,203,935.1814'

Segment# 5: Line

Course: N35°16'53"W

Length: 82.17'

North: 2,304,823.9634'

East: 6,203,887.7207'

Perimeter: 540.01' Area: 12,141.84Sq.Ft. Error Closure: 0.0004 Course: S10°03'12"W East: -0.00007

Error North: -0.00038

Precision 1: 1,350,000.00

Project Title: Goldenwest Booster Station

Facility Type Impacted Zone(s) Improvement Phase

Booster Station 1268 PZ Near-Term

2021 Cost Estimate

\$2,650,000

Project Location:

1,200 ft NE of Goldenwest Ave and Avenue Juan Bautista intersection

Purpose: Project Type: Pump 800 gpm to the Hunter Zone

roject Type: Replacment of Existing Facilities

Required When: Near-Term to address existing deficencies in pump station

Project Description:

This project will replace the existing Goldenwest BPS to provide 800 gpm (firm capacity) of water from Atkinson Zone (1066) to the Hunter Zone (1238) to help meet ultimate demands.

Project Details

- · Total flow rate of 1,600 gpm
- 1 operating pump and 1 standby
- 60 HP per pump

Project Map





10. ACCEPTANCE FOR RECORDATION OF EASEMENTS FOR AGUA MANSA COMMERCE PARK: **DM 2023-02**

Rubidoux Community Services District

Board of Directors

Bernard Murphy, President John Skerbelis, Vice-President Armando Muniz F. Forest Trowbridge Hank Trueba Jr.

General Manager Brian R. Laddusaw



Water Resource Management

Refuse Collection

Street Lights

Fire / Emergency Services

Weed Abatement

DIRECTORS MEMORANDUM 2023-02

January 5, 2023

To:

Rubidoux Community Services District

Board of Directors

Subject:

Acceptance for Recordation of Easements for Agua Mansa Commerce Park

BACKGROUND:

Some time ago, the Rubidoux Community Services District ("District") annexed into its boundary an area of land near El Rivino Rd. and the Riverside Cement Company, a development called Aqua Mansa Commerce Park, under Parcel Map 37528. The development consisted of several large industrial warehouse buildings, associated streets, parking lots and utilities. The Agua Mansa Commerce Park Phase I, II and III, LLC ("Developer") designed and subsequently built, under District inspection and oversight utilizing Krieger and Stewart Engineers, both new sewer and water pipelines which will soon be dedicated to the District via a Grant Deed and Bill of Sale. Additionally, there are several easements necessary for the District to access waste discharge monitoring manholes, blow off devices and fire hydrants that are on Developer owned property.

Furthermore, the sewer and water pipelines serving this Development cross property owned by CalPortland Company. An additional easement from CalPortland in favor of the District is required for the District to have future access to the pipelines for operations and maintenance. This is a singular access easement for both sewer and water pipelines.

The District has worked with the Developer's engineer with the aid of Krieger and Stewart to identify and create these necessary access easements in favor of the District from both the Developer and CalPortland. The easements, which consist of both Metes and Bounds Legal Descriptions and Plat Maps, conform to the requirements of the District and are attached to this board letter for consideration. Krieger and Stewart provided a letter indicating these easements are correct and meet the requirements of the District in regard to easements.

Finally, The District needs to Sign a Certificate of Acceptance and record the Easements with the County. A copy of the Certificate of Acceptance for easements granted to the District from each entity is attached to this board letter.

The District has not established a set precedent when it comes to accepting and recording easements. Staff consulted with District Counsel John Harper in regard to the acceptance of easements and was advised easements can be accepted by Board Action on an agenda item without the necessity of a separate Resolution. Therefore, no Resolution has been prepared.

RECOMMENDATION:

Staff recommends the Board of Directors consider authorizing the General Manager to:

- 1. Accept the Easements for the District's Use.
- 2. Have the Board President sign the Certificate of Acceptance of the Easements and authorize the General Manager to sign attesting to the Certificate of Acceptance.
- 3. Authorize District Staff to record the Easements with the County of Riverside Recorder's Office.

Respectfully,

BRIAN R. LADDUSAW General Manager

Attach:

- 1. Krieger and Stewart Recommendation Letter
- 2. Easements
- 3. Certificates of Acceptance
- 4. Approved Plans with Easement Locations Identified



December 27, 2022

587-10.68.3 587-10.71.3

Ted Beckwith Rubidoux Community Services District 3590 Rubidoux Boulevard Jurupa Valley, CA 92509

Via Email to tbeckwith@rcsd.org

Subject:

Agua Mansa Commerce Park, Parcel Map No. 37528

Water and Sewer Pipeline Easements

Dear Mr. Beckwith:

Attached are scanned copies of the easement documents reviewed by Krieger & Stewart for acceptance by the District for water and sewer pipelines and appurtenances in parcels owned by CT Investors for Agua Mansa Commerce Park. Based on our review, we recommend that the District accept the easements.

Also attached for clarification is a copy of Phase II water improvement plans highlighted and marked to show the water and sewer easements to the District from CT Investors. The areas in yellow are the lettered lots dedicated in the Parcel Map for streets and public utility purposes. The red, green, and blue areas are easements dedicated for water facilities outside of the lettered lots. The magenta areas (three total) are easements dedicated for sewer facilities outside of the lettered lots. The gray area on Sheet 7 is the existing UPRR right-of-way and UPRR easement covered by the agreement between UPRR and the District; however, this is shown for reference only and not included within the attached easement documents.

Please note that District facilities in the Cal Portland owned property (westerly of these improvements) are not included in the attached as they are part of a separate Grant of Easement packet pending submittal by the developer.

uely Mulhargee aclyn B. Makarzec

Sincerely,

KRIEGER & STEWART, INCORPORATED

JBM/blt

587-10P68P3-TB-EasementLtr1

Attachments: AMCP PM 37528 Water and Sewer Easements Reviewed by K&S

AMCP PM 37528 Plans showing Water and Sewer Easements

cc: Yvonne Reyes, RCSD (via Email)

Recording Requested by:
RUBIDOUX COMMUNITY SERVICES DISTRICT

When Recorded Mail to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P. O. BOX 3098 RIVERSIDE, CA 92519

Exempt from recording fee pursuant to Government Code Section 6103

RUBIDOUX COMMUNITY SERVICES DISTRICT GRANT OF EASEMENT

Agua Mansa Commerce Phase III, LLC c/o PGIM Real Estate
101 California Street, 40th Floor
San Francisco, CA 94114
Attn: PRISA II Asset Manager

APN 175-170-046, 175-200-008 175-200-009

COMMERCE PHASE III, LLC, a AGUA MANSA limited liability company, owner of record of the herein described parcel of land., hereinafter called GRANTOR. do/does hereby grant to RUBIDOUX COMMUNITY SERVICES DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a permanent easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, maintain, repair, and remove sanitary sewer pipelines and appurtenances together with any easement roads and electrical and communication conduits and appurtenances, together with the right of ingress and egress, across, along, over, upon, under, through, throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights and within that certain real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" & "B"

GRANTOR and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE.

GRANTEE covenants to maintain the perpetual easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, its heirs, successors, and assigns, from its use. GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the perpetual easement and right-of-way. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner

which will not interfere with Grantor's reasonable and lawful use of said easement. GRANTOR, its heirs, successors, and assigns, covenants that GRANTOR will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing permission of the GRANTEE, and that GRANTOR will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or tree that may interfere with the full and complete use of the perpetual easement and right-of-way by the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, its heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted across, along, over, under, through, or within this perpetual easement or right-of-way by GRANTOR, its heirs, successors, and assigns without the previous written consent of GRANTEE.

The terms and covenants of this perpetual easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

GRANTOR:

AGUA MANSA COMMERCE PHASE III, LLC, a Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member

By: PR II Agua Mansa Commerce, LLC, a Delaware limited liability company, its Managing Member

By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member

By: Name: PEDZO SANCHED

Its: Vice President

A notary public or other officer completing this sertificate 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	-) ss. Sa En	aloud Notary
COUNTY OF	,	
On	, 2022 before me.	, a Notary
Public, personally appeared	V	who proved to me on the basis
of satisfactory evidence to be t instrument and acknowledged authorized capacity(ies), and the person(s), or the entity upon be	to me that he/she/they execute hat by his/her/their signature(s	ed the same in his/her/their s) on the instrument the
		. Notary
Public		
My Commission Expires:		

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	}	
	} ss.	
COUNTY OF SAN FRANCISCO	}	

On December 16, 2022 before me, <u>Cynthia Katigbak</u>, Notary Public, personally appeared <u>Pedro Sanchez</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTYOF 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

EXHIBIT "A"

SEWER EASEMENT

THOSE PORTIONS OF PARCEL 4 OF PARCEL MAP NO. 37528, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 254, PAGES 7 THROUGH 25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1: (15.00 FEET WIDE)

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT "O" OF SAID PARCEL MAP NO. 37528, SAID POINT BEING ON THE WESTERLY LINE OF SAID PARCEL 4 AND THE BEGINNING OF A NON-TAGNENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET, A RADIAL TO WHICH BEARS SOUTH 11°20'38" EAST;

THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID NON-TANGENT CURVE AND WESTERLY LINE, THROUGH A CENTRAL ANGLE OF 90°10'37", AN ARC LENGTH OF 70.82 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE, NORTH 11°10'01" WEST 2.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 78°49'59" EAST 7.00 FEET:

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID WESTERLY LINE.

STRIP NO. 1 CONTAINING: 104 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 2: (15.00 FEET WIDE)

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID PARCEL 4 DISTANT THEREON SOUTH 11°10'01" EAST 114.29 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 11°10'01" WEST 281.10 FEET" ON SAID PARCEL MAP NO. 37528:

THENCE NORTH 78'46'20" EAST 11.74 FEET.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END EASTERLY AT SAID WESTERLY LINE.

STRIP NO. 2 CONTAINING: 176 SQUARE FEET OR 0.004 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS—OF—WAY, IF ANY.

SURVEYOR:

Last Update: 11/02/22
0:\3807\ESMTS\WATER - SS_ONISTE\3807_WATER-5S_NEW.dwg

OThienes Engineering, Inc.

CML ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521—4811 FM(714)521—4173

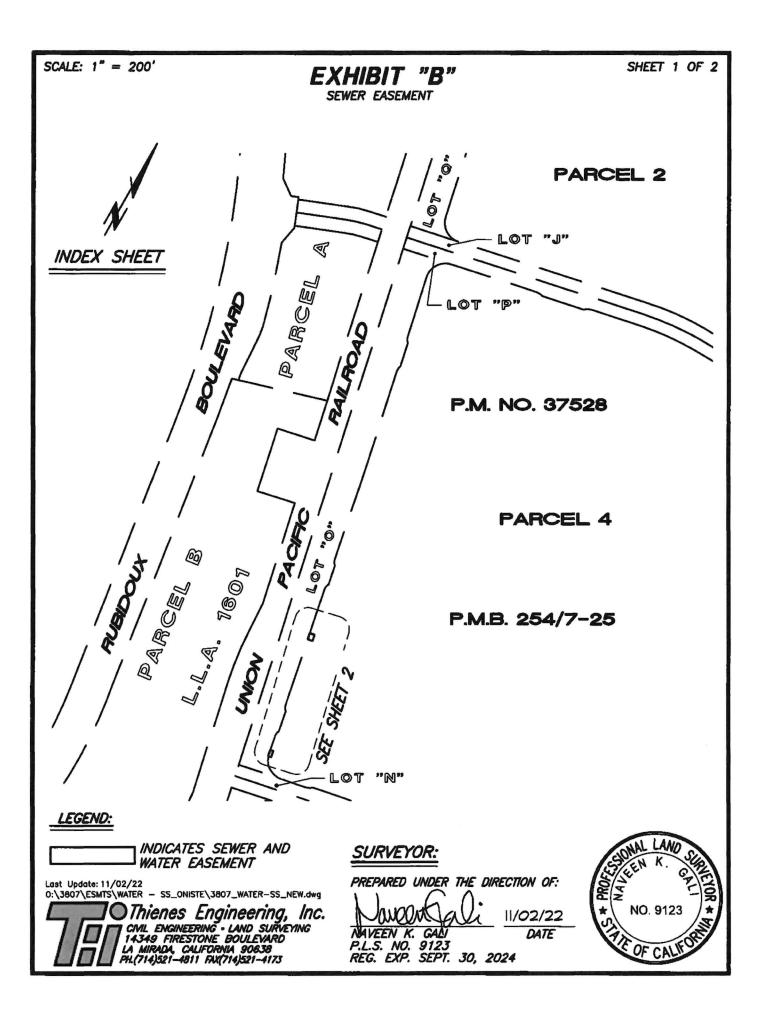
PREPARED UNDER THE DIRECTION OF:

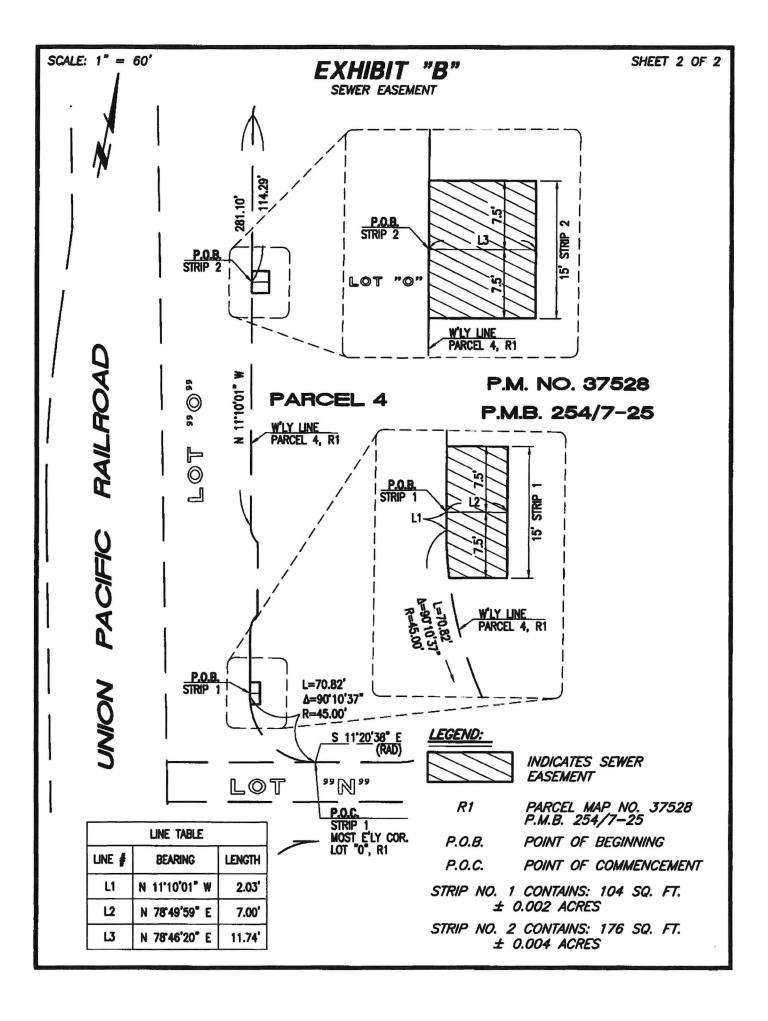
NAVEEN K. GAN 11/02/22

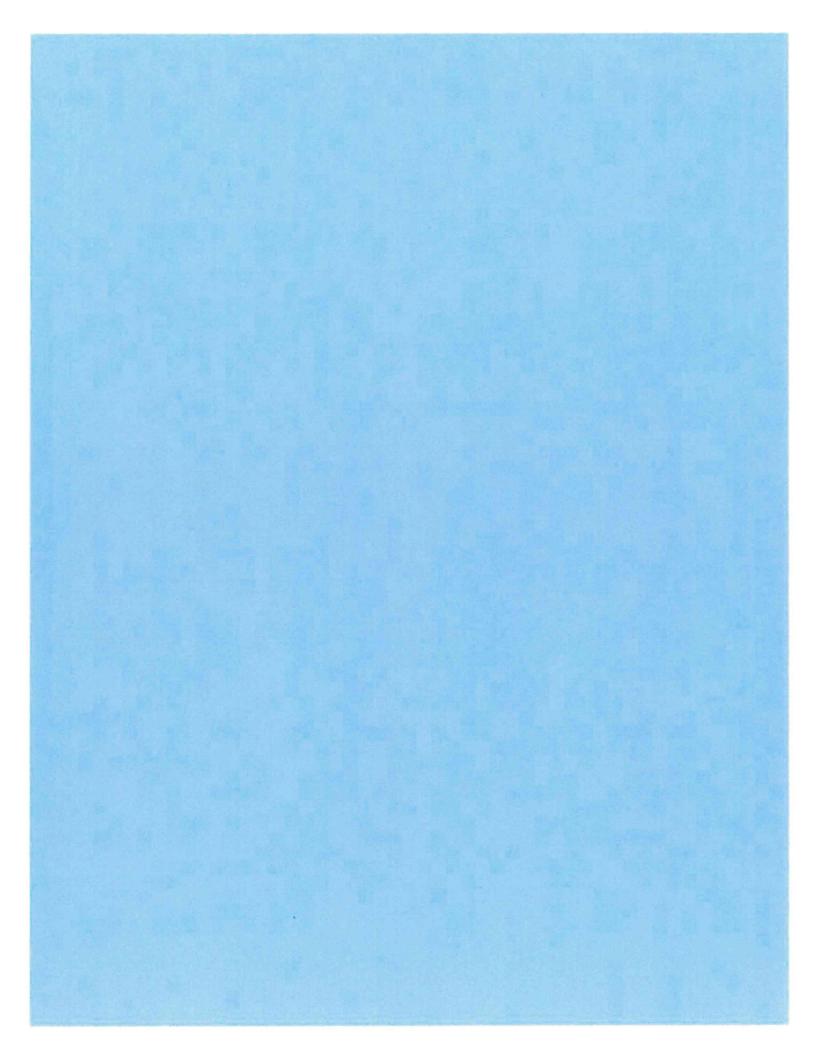
P.L.S. NO. 9123 REG. EXP. SEPT. 30, 2024



Exhibit B







Recording Requested by:
RUBIDOUX COMMUNITY SERVICES DISTRICT

When Recorded Mail to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P. O. BOX 3098 RIVERSIDE, CA 92519

Exempt from recording fee pursuant to Government Code Section 6103

RUBIDOUX COMMUNITY SERVICES DISTRICT GRANT OF EASEMENT

Agua Mansa Commerce Phase III, LLC c/o PGIM Real Estate
101 California Street, 40th Floor
San Francisco, CA 94114
Attn: PRISA II Asset Manager

APN 175-170-046, 175-200-008 175-200-009

AGUA MANSA COMMERCE **PHASE** Ш, LLC, a limited liability company, owner of record of the herein described parcel of land., hereinafter called GRANTOR. do/does hereby grant to RUBIDOUX COMMUNITY SERVICES DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a permanent easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, maintain, repair, Transmission and Distribution pipelines and Potable Water appurtenances together with any easement roads and electrical and communication conduits and appurtenances, together with the right of ingress and egress, across, along, over, upon, under, through, throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights and within that certain real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" & "B"

GRANTOR and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE.

GRANTEE covenants to maintain the perpetual easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, its heirs, successors, and assigns, from its use. GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the perpetual easement and right-of-way. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner

which will not interfere with Grantor's reasonable and lawful use of said easement. GRANTOR, its heirs, successors, and assigns, covenants that GRANTOR will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing permission of the GRANTEE, and that GRANTOR will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or tree that may interfere with the full and complete use of the perpetual easement and right-of-way by the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, its heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted across, along, over, under, through, or within this perpetual easement or right-of-way by GRANTOR, its heirs, successors, and assigns without the previous written consent of GRANTEE.

The terms and covenants of this perpetual easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed on this, the day of December, 2022.

GRANTOR:

By:

AGUA MANSA COMMERCE PHASE III, LLC, a Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member

> PR II Agua Mansa Commerce, LLC, a Delaware limited liability company, its Managing Member

By: PRISA II LHC, LLC,

a Delaware limited liability company,

its sole member

By: Name: PEDRO SANCHEZ

Its: Vice President

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)		77.7
COUNTY OF	_) ss. fee	Enclosed	Notary
On	, 2022 befor	e me,		, a Notary
Public, personally appeared				to me on the basis
of satisfactory evidence to	be the person(s)	whose name	(s) is/are subse	cribed to the within
instrument and acknowledge				
authorized capacity(ies), ar				
person(s), or the entity upo	n behalf of which	h the person	(s) acted, exec	ited the instrument.
				, Notary
Public				
W C ' ' F '				
My Commission Expires:				

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	}
	} ss
COUNTY OF SAN FRANCISCO	}

On December 16, 2022 before me, <u>Cynthia Katigbak</u>, Notary Public, personally appeared <u>Pedro Sanchez</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTYOF 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

EXHIBIT "A"

THOSE PORTIONS OF PARCELS 3 THROUGH 8, INCLUSIVE, OF PARCEL MAP NO. 37528, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 254, PAGES 7 THROUGH 25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITH SECTIONS 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT "V" OF SAID PARCEL MAP NO. 37528;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT "V", NORTH 68°02'20" EAST 45.99 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 21"57'40" WEST 22.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID NORTHWESTERLY LINE OF SAID LOT "V".

CONTAINING 225 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

STRIP NO. 2: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 1;

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT "V", NORTH 68'02'20" EAST 13.75 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 21°57'40" WEST 6.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID NORTHWESTERLY LINE OF SAID LOT "V".

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

Last Update: 9/26/22 0: $3807\ESMTS\WATER\3807_WATER-2$ (LOTS 3-8).dwg



EXHIBIT "A"

STRIP NO. 3: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 2:

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT "V" THE FOLLOWING TWO (2) COURSES:

- 1. NORTH 68°02'20" EAST 54.45 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 300.00 FEET;
- 2. EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 9'44'04", AN ARC LENGTH OF 50.97 FEET;

THENCE NORTH 77'46'23" EAST 29.08 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 12"13"37" WEST 22.50 FEET TO THE **POINT OF TERMINUS** OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID NORTHWESTERLY LINE OF SAID LOT "V".

CONTAINING 225 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

STRIP NO. 4: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 3:

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOT "V", NORTH 77'46'23" EAST 10.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 1273'37" WEST 6.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID NORTHWESTERLY LINE OF SAID LOT "V".

CONTAINING 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.



STRIP NO. 5: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT "W" OF SAID PARCEL MAP NO. 37528:

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT "W", NORTH 68'02'20" EAST 1.16 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 19'55'02" EAST 7.70 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT SAID SOUTHEASTERLY LINE OF SAID LOT "W".

CONTAINING 77 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 6: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT "P" OF SAID PARCEL MAP NO. 37528:

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT "P", NORTH 77'46'23" EAST 313.82 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 1273'44" EAST 4.51 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT SAID NORTHWESTERLY LINE OF SAID PARCEL 4.

CONTAINING 45 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 7: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT "P" OF SAID PARCEL MAP NO. 37528;



THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT "P", NORTH 77'46'23" EAST 474.99 FEET:

THENCE SOUTH 12'13'44" EAST 27.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT "P", SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 1273'44" EAST 19.37 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT SAID SOUTHEASTERLY LINE OF SAID LOT "P".

CONTAINING 194 SQUARE FEET OR 0.004 ACRES MORE OR LESS.

STRIP NO. 8: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT "K" OF SAID PARCEL MAP NO. 37528;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT "K", SOUTH 0°35'47"
WEST 81.50 FEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 3, SAID POINT
ALSO BEING A POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING
A RADIUS OF 54.50 FEET, THE RADIAL AT THE BEGINNING OF SAID CURVE BEARS
SOUTH 89°24'13" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45'00'00", AN ARC LENGTH OF 42.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45'35'47" WEST 8.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHEASTERLY ALONG SAID CURVE, ON THE NORTHEASTERLY LINE OF SAID PARCEL 3.

CONTAINING: 85 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 9: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:



COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 3, BEING THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHEASTERLY LINE OF SAID PARCEL 3, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 54.50 FEET, THE RADIAL AT THE BEGINNING OF SAID NON-TANGENT CURVE BEARS SOUTH 89°24'13" EAST;

THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 85.61 FEET;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 3, NORTH 89°24'13" WEST 700.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°35'47" WEST 6.29 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT SAID NORTHERLY LINE OF SAID PARCEL 3.

CONTAINING: 63 QUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 10: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT "S" OF SAID PARCEL MAP NO. 37528, BEING THE EASTERLY TERMINUS OF THAT CERTAIN CURVE IN THE NORTHWESTERLY LINE OF SAID PARCEL 5, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 44.50 FEET, THE RADIAL AT THE BEGINNING OF SAID CURVE BEARS NORTH 11"20"38" WEST, SAID POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29"25'21", AN ARC LENGTH OF 22.85 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 56'20'38" EAST 8.09 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHWESTERLY ALONG SAID CURVE, ON THE NORTHWESTERLY LINE OF SAID PARCEL 5.

CONTAINING 80 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 11: (19.00 FEET WIDE)

BEING A STRIP OF LAND, 19.00 FEET IN WIDTH, LYING 9.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:



COMMENCING AT AFOREMENTIONED POINT "C";

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90'52'59". AN ARC LENGTH OF 70.59 FEET:

THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID PARCEL 5, THE FOLLOWING FIVE (5) COURSES:

- 1. SOUTH 1213'37" EAST 79.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET;
- 2. SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 4811'23", AN ARC LENGTH OF 12.62 FEET;
- 3. SOUTH 1273'37" EAST 44.67 FEET TO A POINT OF CUSP WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 15.00 FEET, THE RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 54"02'14" WEST:
- 4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4811'23", AN ARC LENGTH OF 12.62 FEET;
- 5. SOUTH 1273'37" EAST 181.59 FEET;

THENCE SOUTH 13'43'44" EAST 19.76 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 77"36"46" EAST 7.95 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID WESTERLY LINE OF SAID PARCEL 5.

CONTAINING 151 SQUARE FEET OR 0.003 ACRES MORE OR LESS.

STRIP NO. 12: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT "N" OF SAID PARCEL MAP NO. 37528;

THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT "N", NORTH 78'39'22" EAST 302.04 FEET;

THENCE NORTH 11"20'38" WEST 27.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT "N", SAID POINT ALSO BEING THE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "B";

THENCE NORTH 11'20'38" WEST 8.50 FEET:



THENCE SOUTH 78'39'22" WEST 13.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID NORTHWESTERLY LINE OF SAID LOT "N".

CONTAINING: 220 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

<u>STRIP NO. 13:</u> (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED POINT "B";

THENCE NORTH 78°39'22" EAST 396.03 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 327.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°21'08", AN ARC LENGTH OF 36.25 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 4'59'31" WEST 9.58 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY ALONG SAID CURVE, ON THE NORTHERLY LINE OF SAID LOT "N".

CONTAINING 96 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 14: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 13, BEING A POINT ON SAID TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 327.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 3'34'33", AN ARC LENGTH OF 20.41 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0"35"47" EAST 9.58 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.



THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY ALONG SAID CURVE, ON THE NORTHERLY LINE OF SAID LOT "N".

CONTAINING 96 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 15: (20.00 FEET WIDE)

BEING A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED POINT "C";

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT "R" OF SAID PARCEL MAP NO. 37528, NORTH 78'39'22" EAST 595.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 273.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11'56'25", AN ARC LENGTH OF 56.89 FEET;

THENCE SOUTH 89'24'13" EAST 4.23 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0'35'47" WEST 10.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT THE SOUTHERLY LINE OF SAID LOT "R".

CONTAINING 210 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

STRIP NO. 16: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT "M" OF SAID PARCEL MAP NO. 37528;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT "M", NORTH 89°24'13" WEST 443.28 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0°35'47" EAST 9.38 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT THE NORTHERLY LINE OF SAID LOT "M".

CONTAINING 94 SQUARE FEET OR 0.002 ACRES MORE OR LESS.



EXHIBIT "A" WATER EASEMENT

STRIP NO. 17: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT "T" OF SAID PARCEL MAP NO. *37528*;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "T", NORTH 89°24'13" WEST 23.99 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45'35'47" WEST 25.29 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHEASTERLY AT THE SOUTHERLY LINE OF SAID LOT "T".

CONTAINING 253 SQUARE FEET OR 0.006 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

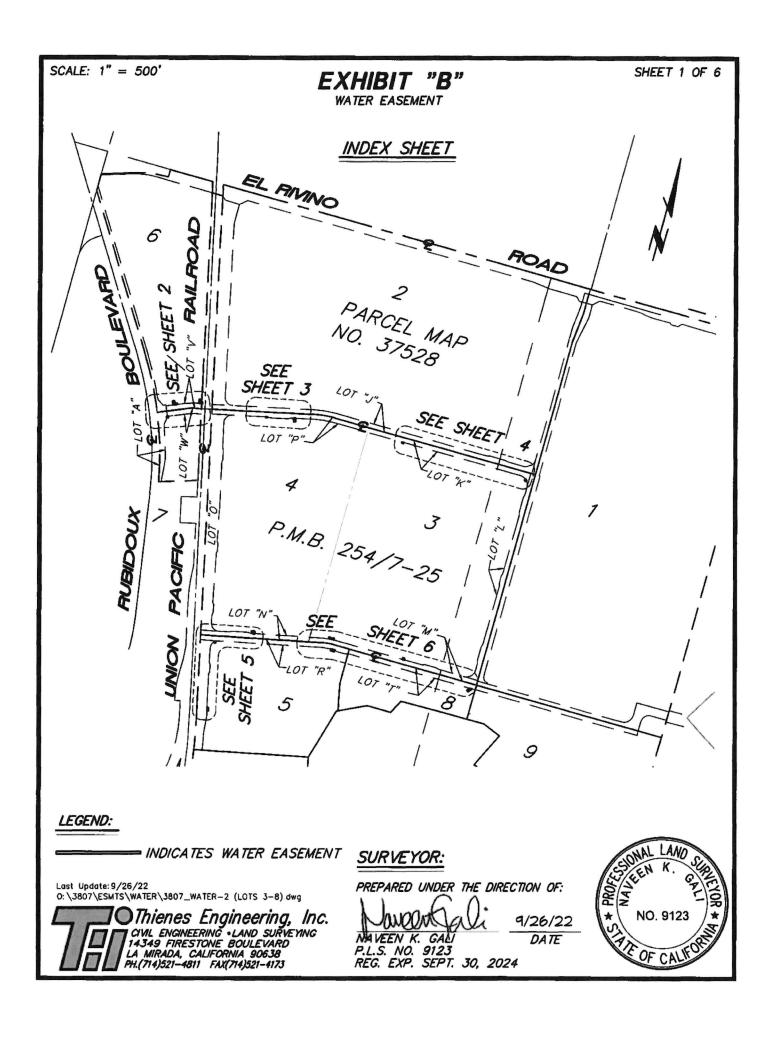
NA VEEN K. GALI P.L.S. NO. 9123 REG. EXP. SEPT. 30, 2024

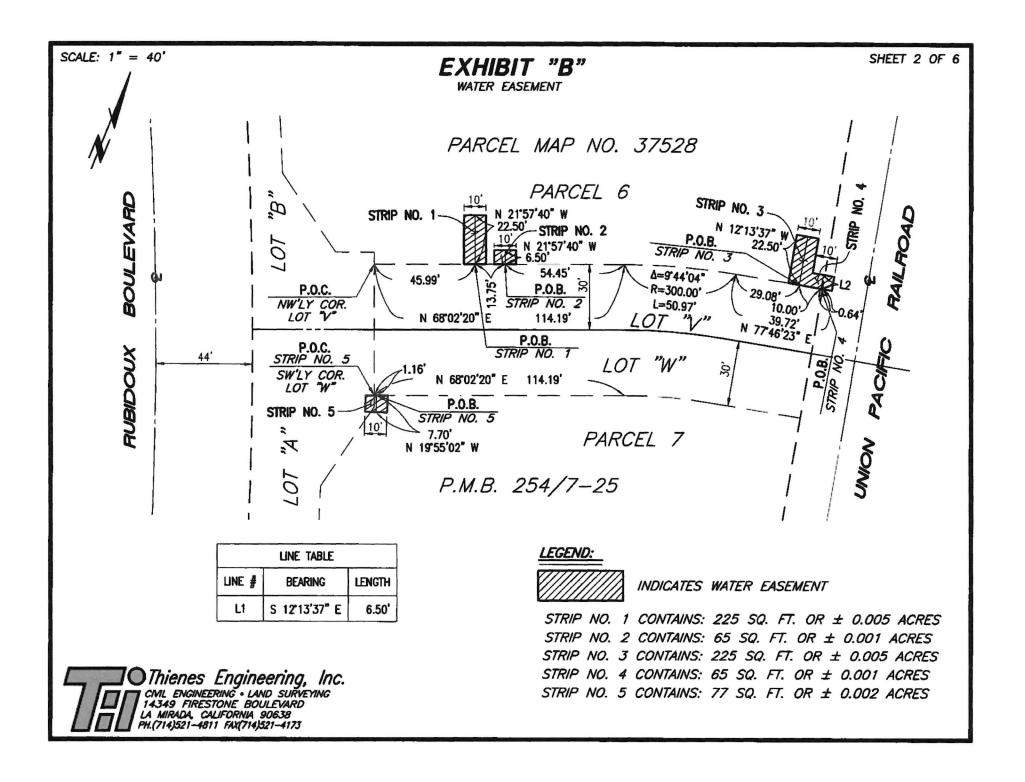
9/26/22 DATE





Exhibit B





SCALE: 1" = 40" SHEET 3 OF 6 EXHIBIT "B" WATER EASEMENT PARCEL MAP NO. 37528 PARCEL 2 P.O.C. STRIP NO. 7 NW'LY COR LOT "P" N 77°46'23" E 474.99' N 77"46"23" E 🛱 318.82 27.00' N 12'13'44" W LOT "P" 313.82 P.O.C. STRIP NO. 6 SE'LY COR LOT "P" PARCEL 4 LOT "O" P.M.B. 254/7-25 LEGEND: INDICATES WATER EASEMENT Thienes Engineering, Inc.

CML ENGINEERING • LAND SURVEYING

14349 FIRESTONE BOULEVARD

LA MIRADA, CAUFORNIA 90638

PH.(714)521-4811 FM(714)521-4173 STRIP NO. 6 CONTAINS: 45 SQ. FT. OR ± 0.001 ACRES STRIP NO. 7 CONTAINS: 194 SQ. FT. OR ± 0.004 ACRES

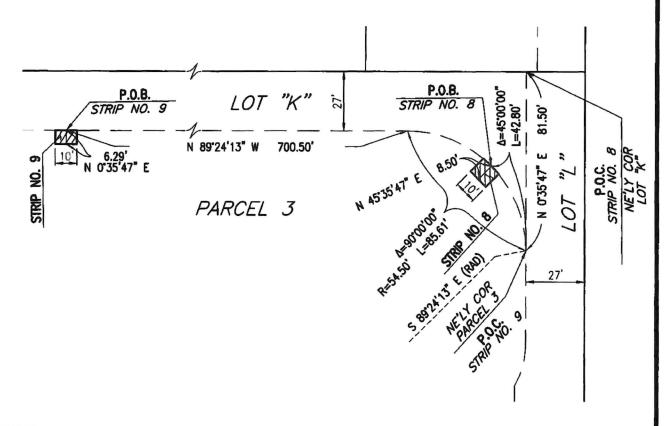
SCALE: 1" = 40'

EXHIBIT "B"

SHEET 4 OF 6

PARCEL MAP NO. 37528 P.M.B. 254/7-25

PARCEL 2

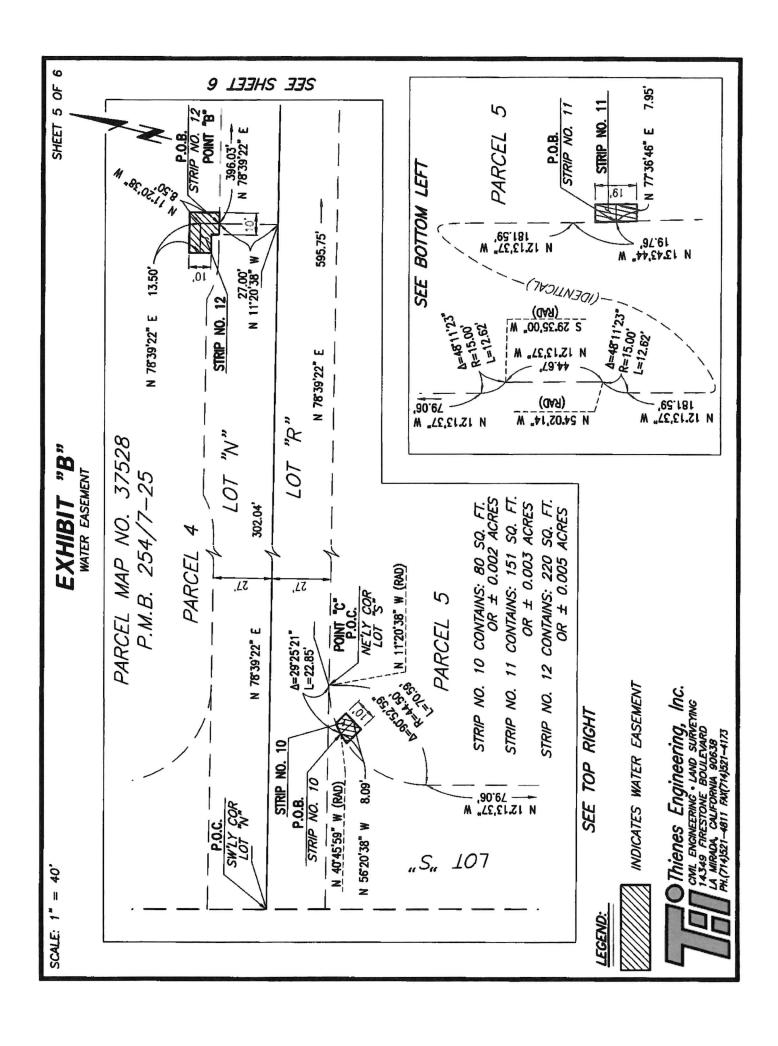


LEGEND:

INDICATES WATER EASEMENT

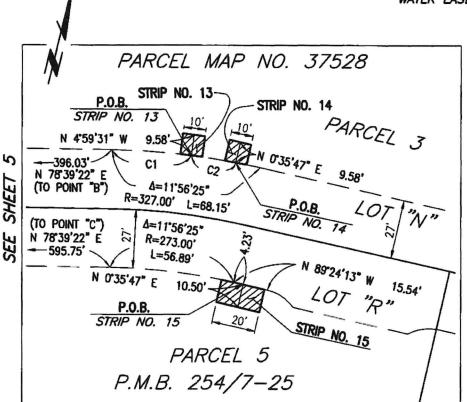
STRIP NO. 8 CONTAINS: 85 SQ. FT. OR \pm 0.002 ACRES STRIP NO. 9 CONTAINS: 63 SQ. FT. OR \pm 0.001 ACRES

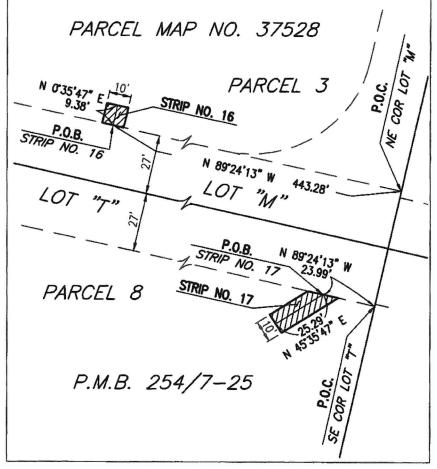












LEGEND:

SCALE: 1" = 40'

INDICATES WATER EASEMENT

STRIP NO. 13 CONTAINS: 96 SQ. FT. OR \pm 0.002 ACRES STRIP NO. 14 CONTAINS: 96 SQ. FT.

:ONTAINS: 96 SQ. FT. OR ± 0.002 ACRES STRIP NO. 15 CONTAINS: 210 SQ. FT. OR \pm 0.005 ACRES

STRIP NO. 16 CONTAINS: 94 SQ. FT. $OR \pm 0.002$ ACRES

STRIP NO. 17 CONTAINS: 253 SQ. FT.

OR ± 0.006 ACRES

Thienes	Engineering,	Inc.
CML ENGINE 14349 FIRES LA MIRADA, CO PH.(714)521-48	ERINĞ • LAND SURVEY STONE BOULEVARD	<i>ING</i>
PH.(714)521-48	111 FAX(714)521-4173	

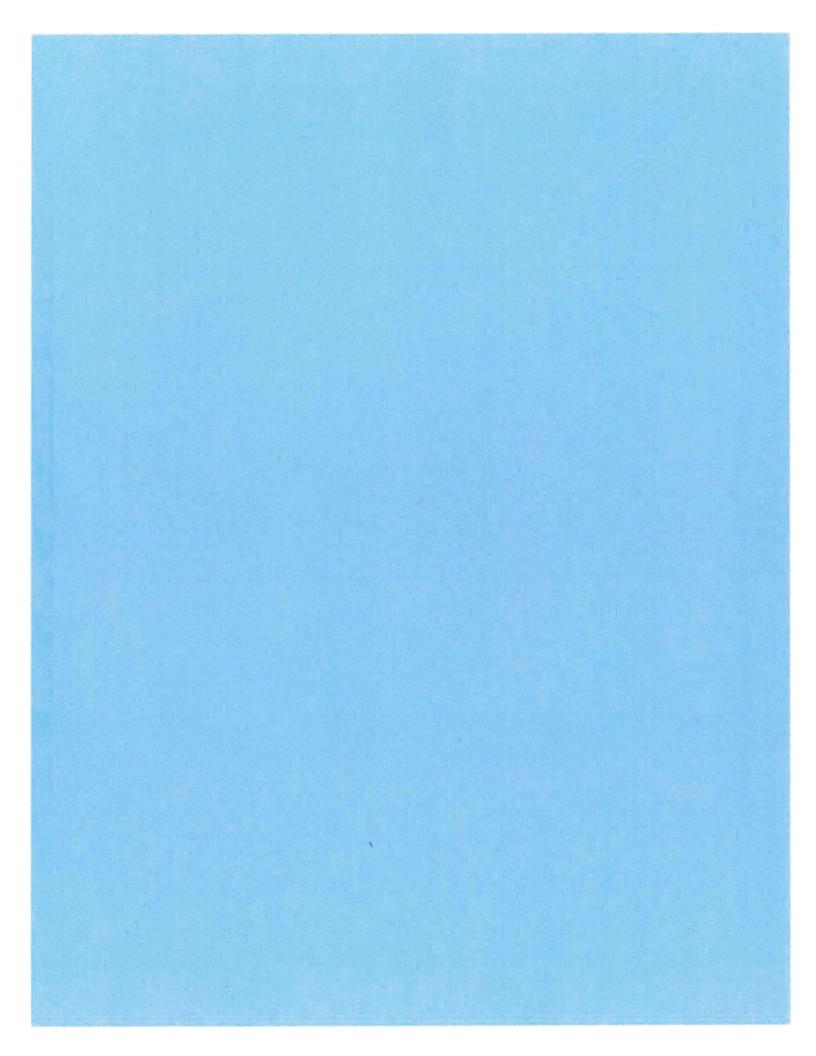
	CONTE INDIC			
CURVE #	DELTA	RADIUS		
C1	6'21'08"	327.00'		
C2	3'34'33"	327.00'		

CURVE TARIE

LENGTH

36.25

20.41



Recording Requested by:
RUBIDOUX COMMUNITY SERVICES DISTRICT

When Recorded Mail to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P. O. BOX 3098 RIVERSIDE, CA 92519

Exempt from recording fee pursuant to Government Code Section 6103

RUBIDOUX COMMUNITY SERVICES DISTRICT GRANT OF EASEMENT

Agua Mansa Commerce Phase I, LLC c/o PGIM Real Estate
101 California Street, 40th Floor
San Francisco, CA 94114
Attn: PRISA II Asset Manager

APN 175-170-046 and 175-200-008

AGUA MANSA COMMERCE PHASE I, LLC, a Delaware limited liability company, owner of record of the herein described parcel of land,, hereinafter called GRANTOR, do/does hereby grant and convey RUBIDOUX COMMUNITY SERVICES DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a permanent easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, maintain, repair, and remove Potable Water Transmission and Disribution pipelines and appurtenances together with any easement roads and electrical and communication conduits and appurtenances, together with the right of ingress and egress, across, along, over, upon, under, through, throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights and within that certain real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" & "B"

GRANTOR and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE.

GRANTEE covenants to maintain the perpetual easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, its heirs, successors, and assigns, from its use. GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the perpetual easement and right-of-way. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner

which will not interfere with Grantor's reasonable and lawful use of said easement. GRANTOR, its heirs, successors, and assigns, covenants that GRANTOR will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing permission of the GRANTEE, and that GRANTOR will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or tree that may interfere with the full and complete use of the perpetual easement and right-of-way by the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, its heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted across, along, over, under, through, or within this perpetual easement or right-of-way by GRANTOR, its heirs, successors, and assigns without the previous written consent of GRANTEE.

The terms and covenants of this perpetual easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

GRANTOR:

A notary public or other officer completing this

certificate verifies only the identity of the individual who signed

AGUA MANSA COMMERCE PHASE I, LLC,

a Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member

By: PR II Agua Mansa Commerce, LLC, a Delaware limited liability company,

its Managing Member

By: PRISA II LHC, LLC,

a Delaware limited liability company,

its sole member

By: PEDED SAME HEZ

Its: Vice President

the document to which this certificate is attached, and not the truthfulness, accuracy, or bee Enclosed Hotory validity of that document. STATE OF) ss. COUNTY OF , 2022 before me, ___ , a Notary who proved to me on the basis Public, personally appeared 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. Notary **Public** My Commission Expires:

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	}
	} ss.
COUNTY OF SAN FRANCISCO	}

On December 16, 2022 before me, <u>Cynthia Katigbak</u>, Notary Public, personally appeared <u>Pedro Sanchez</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Cynthia Katigbak, Notary Public

(seal)



Exhibit A

THOSE PORTIONS OF PARCEL 2 OF PARCEL MAP NO. 37528, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 254, PAGES 7 THROUGH 25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITH SECTIONS 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1: (20.00 FEET WIDE)

BEING A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT "J" OF SAID PARCEL MAP NO. 37528:

THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT "J", NORTH 77'46'23" EAST 342.58 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 12°13'44" WEST 9.99 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID SOUTHEASTERLY LINE OF SAID PARCEL 2.

CONTAINING: 200 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

STRIP NO. 2: (20.00 FEET WIDE)

BEING A STRIP OF LAND, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT "J" OF SAID PARCEL MAP NO. 37528, HEREINAFTER REFERRED TO AS POINT "A";

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "J", NORTH 89°24'13" WEST 78.95 FEET;

THENCE NORTH 0'35'47" EAST 27.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 0°35'47" EAST 7.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT SAID SOUTHERLY LINE OF SAID PARCEL 2.

CONTAINING: 140 SQUARE FEET OR 0.003 ACRES MORE OR LESS.



STRIP NO. 3: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED POINT "A":

THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOT "I" OF SAID PARCEL MAP NO. 37528, NORTH 0°35'47" EAST 447.92 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°13'05" WEST 4.96 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END EASTERLY AT SAID EASTERLY LINE OF SAID PARCEL 2.

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO.4: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT "Q" OF SAID PARCEL MAP NO. 37528;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT "Q", SOUTH 0'35'47" WEST 114.31 FEET;

THENCE SOUTH 12"13"39" EAST 94.13 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 77°46'21" EAST 5.75 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "Q".

CONTAINING: 58 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 5: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WESTERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 4;

THENCE SOUTH 12°13'39" EAST 604.02 FEET TO THE POINT OF BEGINNING;



THENCE NORTH 77°46'21" EAST 5.75 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "Q".

CONTAINING: 58 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS—OF—WAY, IF ANY.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

9/6/22

DATE

NAVEEN K. GALL

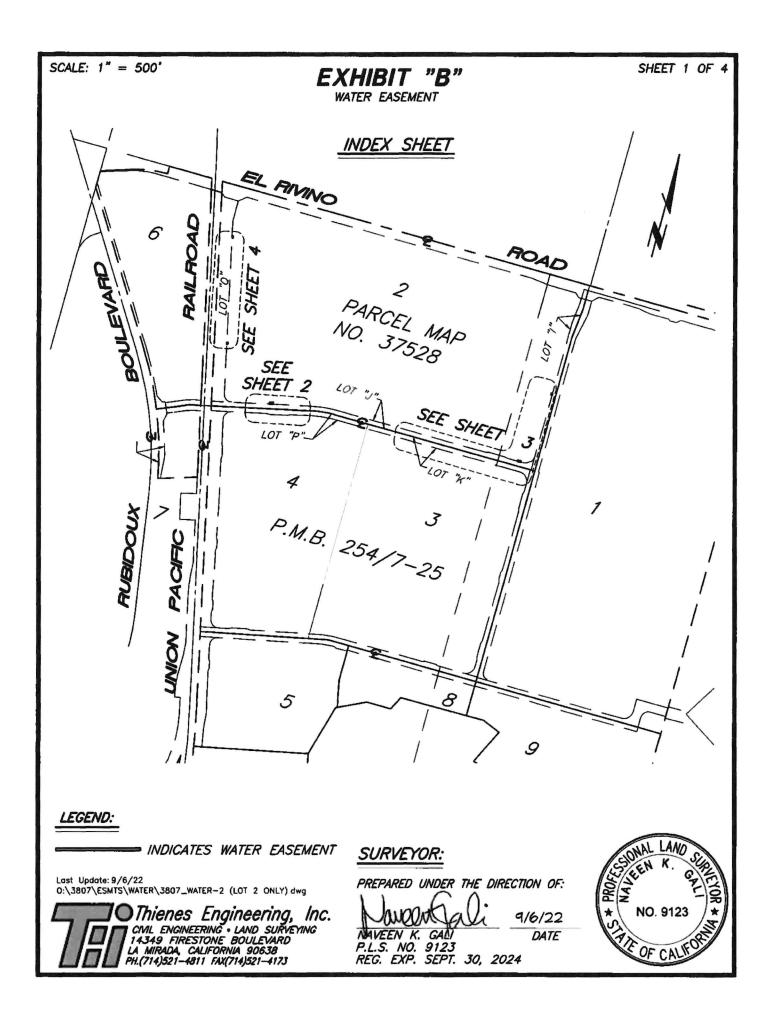
NAVEEN K. GALI P.L.S. NO. 9123 REG. EXP. SEPT. 30, 2024

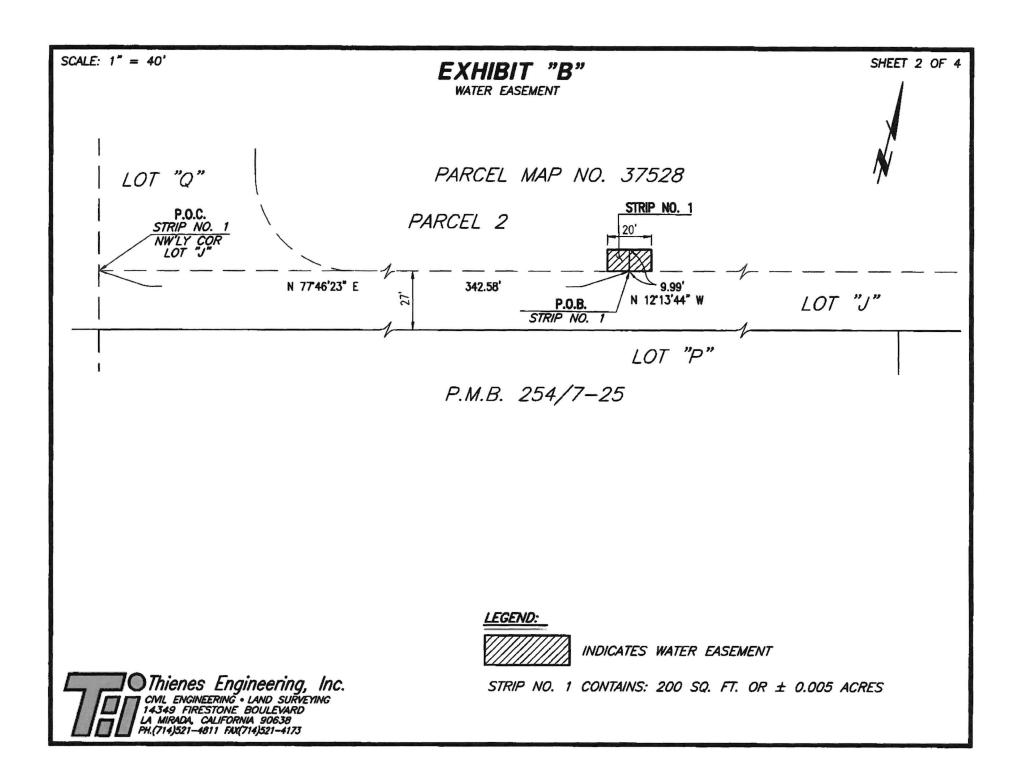


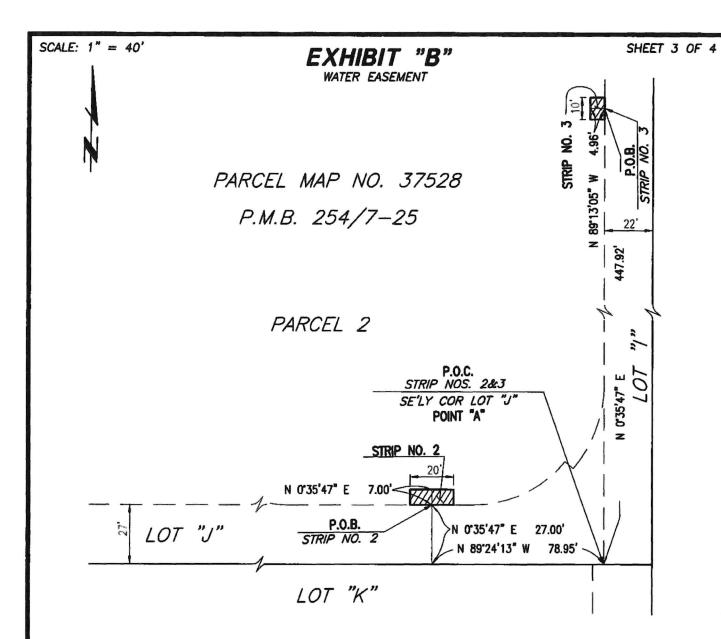
OThienes Engineering, Inc.

CML ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

Exhibit B







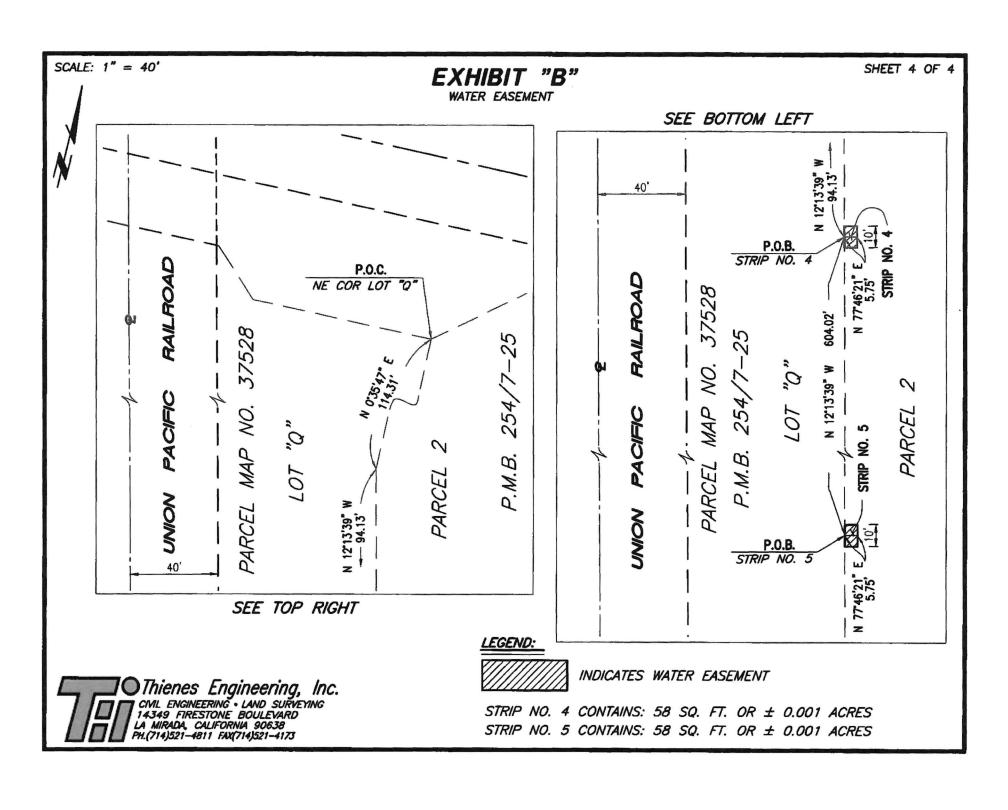


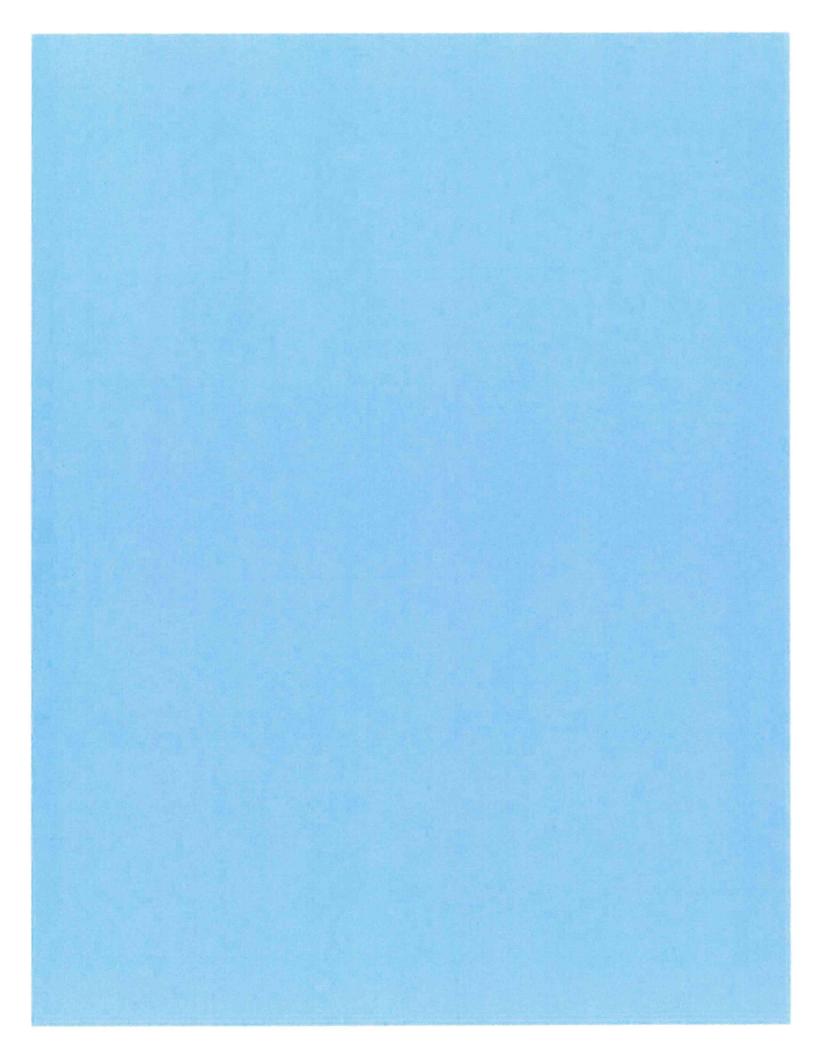
INDICATES W

INDICATES WATER EASEMENT

STRIP NO. 2 CONTAINS: 140 SQ. FT. OR \pm 0.003 ACRES STRIP NO. 3 CONTAINS: 65 SQ. FT. OR \pm 0.001 ACRES







Recording Requested by: RUBIDOUX COMMUNITY SERVICES DISTRICT

When Recorded Mail to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P. O. BOX 3098 RIVERSIDE, CA 92519

Exempt from recording fee pursuant to Government Code Section 6103

RUBIDOUX COMMUNITY SERVICES DISTRICT GRANT OF EASEMENT

Agua Mansa Commerce Phase I, LLC c/o PGIM Real Estate
101 California Street, 40th Floor
San Francisco, CA 94114
Attn: PRISA II Asset Manager

APN 175-170-046 and 175-200-008

AGUA MANSA COMMERCE PHASE I, LLC, a Delaware limited liability company, owner of record of the herein described parcel of land, hereinafter called GRANTOR, do/does hereby grant and RUBIDOUX COMMUNITY SERVICES DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a permanent easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, maintain, repair, and remove sanitary sewer pipelines and appurtenances together with any easement roads and electrical and communication conduits and appurtenances, together with the right of ingress and egress, across, along, over, upon, under, through, throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights and within that certain real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" & "B"

GRANTOR and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE.

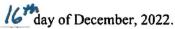
GRANTEE covenants to maintain the perpetual easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, its heirs, successors, and assigns, from its use. GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the perpetual easement and right-of-way. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner

which will not interfere with Grantor's reasonable and lawful use of said easement. GRANTOR, its heirs, successors, and assigns, covenants that GRANTOR will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing permission of the GRANTEE, and that GRANTOR will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or tree that may interfere with the full and complete use of the perpetual easement and right-of-way by the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, its heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted across, along, over, under, through, or within this perpetual easement or right-of-way by GRANTOR, its heirs, successors, and assigns without the previous written consent of GRANTEE.

The terms and covenants of this perpetual easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.



GRANTOR:

AGUA MANSA COMMERCE PHASE I, LLC, a Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member

> By: PR II Agua Mansa Commerce, LLC, a Delaware limited liability company, its Managing Member

> > By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member

> > > By: Name: PEDE Vice President Its:

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)	Lee Enclose Notzry			
COUNTY OF) ss.)	5.			
On	, 2022 before me,	e,, a Notary			
Public, personally appeared		who proved to me on the basis			
of satisfactory evidence to be t	the person(s) whose	se 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.					
		Notary			
Public					
My Commission Expires:					

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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	}
	} ss.
COUNTY OF SAN FRANCISCO	}

On December 16, 2022 before me, <u>Cynthia Katigbak</u>, Notary Public, personally appeared <u>Pedro Sanchez</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Cynthia Katigbak, Notary Public (seal)



Exhibit A

EXHIBIT "A" SEWER EASEMENT

THAT PORTION OF PARCEL 2 OF PARCEL MAP NO. 37528, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 254, PAGES 7 THROUGH 25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A STRIP OF LAND, 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID PARCEL 2, DISTANT THEREON NORTH 12°13'39" WEST 180.46 FEET MEASURED ALONG SAID WESTERLY LINE FROM THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 12°13'39" WEST 986.55 FEET" ON SAID PARCEL MAP NO. 37528;

THENCE NORTH 77°46'21" EAST 19.53 FEET.

CONTAINING: 293 SQUARE FEET OR 0.007 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

O:\3807\ESMTS\WATER - SS_ONISTE\3807_WATER-SS_NEW.dwg

Thienes Engineering, Inc. CNIL ENGINEERING • LAND SURVEYING 14349 FIRESTONE BOULEVARD LA MIRADA, CALIFORNIA 90638 PH.(714)521-4811 FAK(714)521-4173

Last Update: 11/02/22

NAVEEN K. GALI P.L.S. NO. 9123 REG. EXP. SEPT. 30, 2024

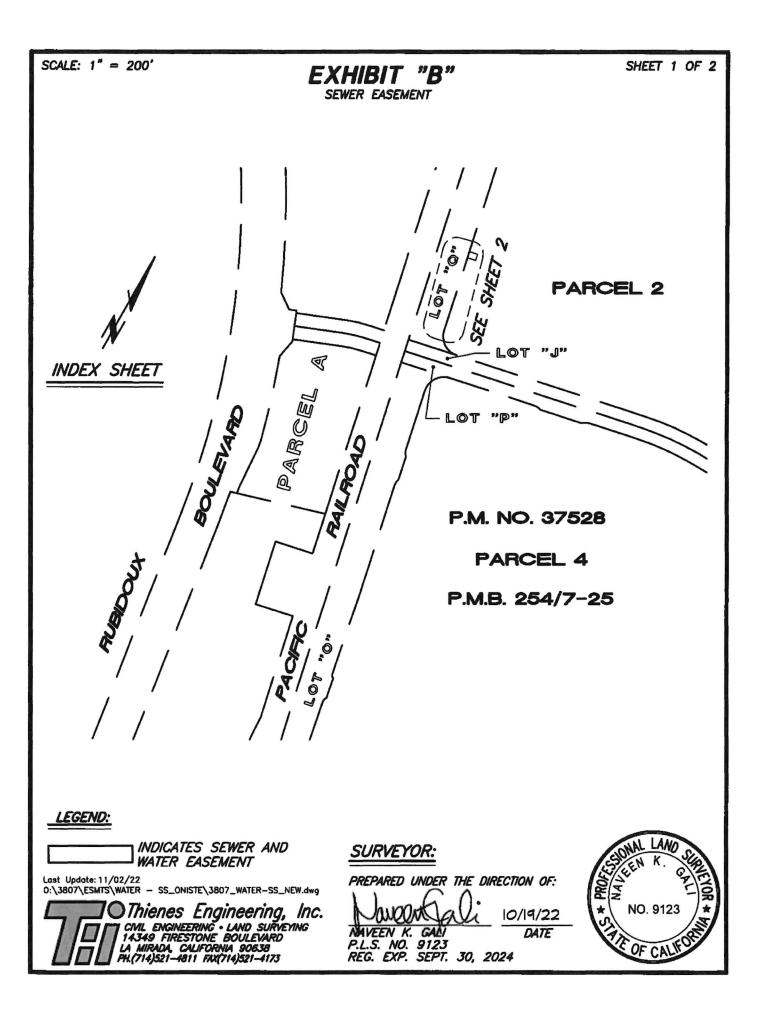
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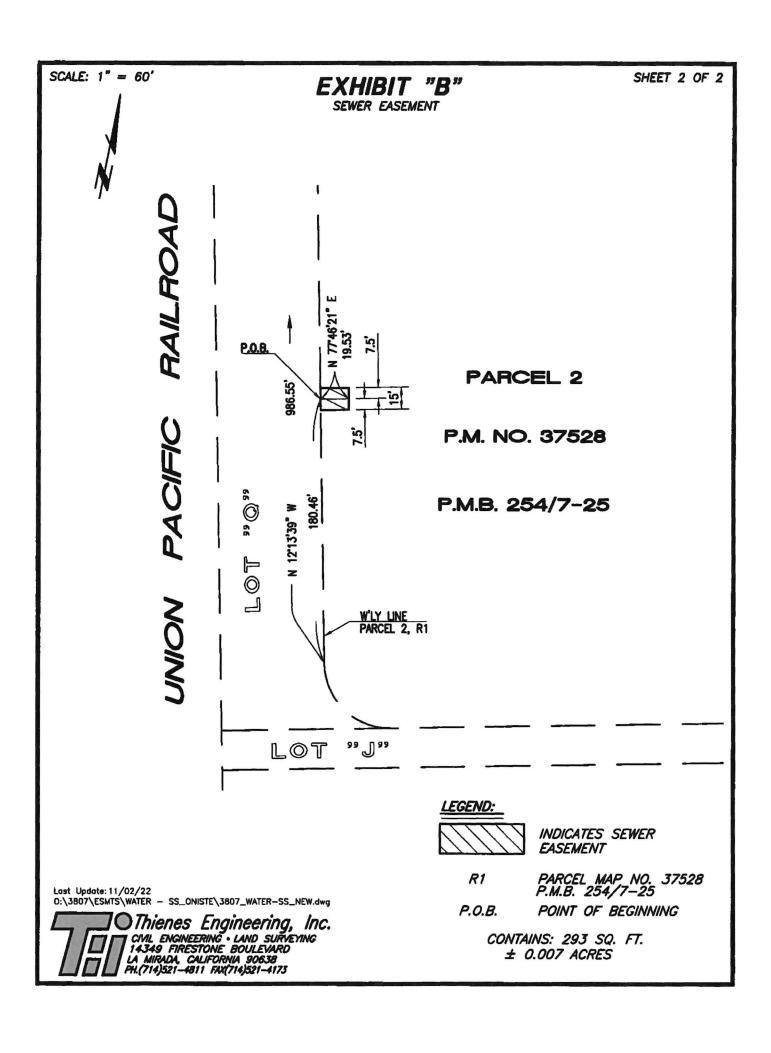
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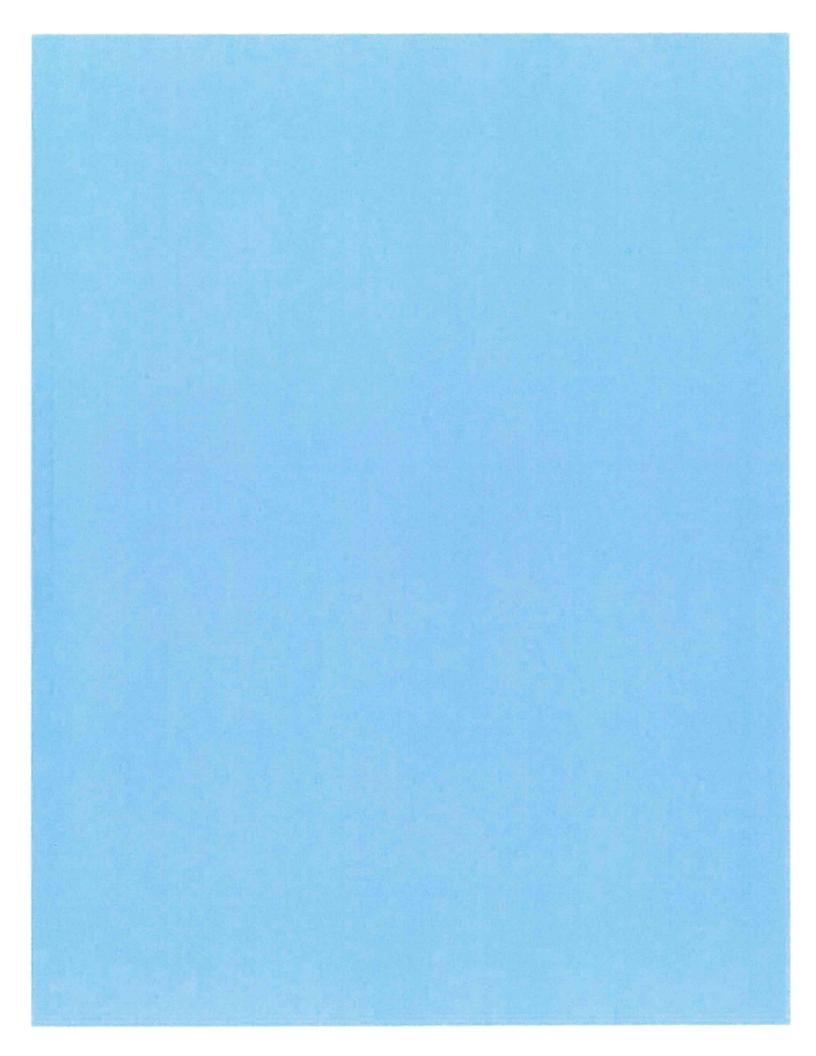


OF CAL

Exhibit B







Recording Requested by:
RUBIDOUX COMMUNITY SERVICES DISTRICT

When Recorded Mail to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P. O. BOX 3098 RIVERSIDE, CA 92519

Exempt from recording fee pursuant to Government Code Section 6103

RUBIDOUX COMMUNITY SERVICES DISTRICT GRANT OF EASEMENT

Agua Mansa Commerce Phase II, LLC c/o PGIM Real Estate
101 California Street, 40th Floor
San Francisco, CA 94114
Attn: PRISA II Asset Manager

APN 175-200-008 and 175-200-009

AGUA MANSA COMMERCE PHASE П. LLC. Delaware limited liability company, owner of record of the herein described parcel of land., hereinafter called GRANTOR, do/does and hereby grant convey to RUBIDOUX COMMUNITY SERVICES DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a permanent easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, maintain, repair, and remove Potable Water Transmission and Distribution pipelines and appurtenances together with any easement roads and electrical and communication conduits and appurtenances, together with the right of ingress and egress, across, along, over, upon, under, through, throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights and within that certain real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" & "B"

GRANTOR and his successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE.

GRANTEE covenants to maintain the perpetual easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, its heirs, successors, and assigns, from its use. GRANTEE shall have the right to construct and utilize an access road within said easement, and to use gates in all fences which now cross said easement; and reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the perpetual easement and right-of-way. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE. GRANTEE shall also have the right to mark the location of this easement in a manner

which will not interfere with Grantor's reasonable and lawful use of said easement. GRANTOR, its heirs, successors, and assigns, covenants that GRANTOR will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing permission of the GRANTEE, and that GRANTOR will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or tree that may interfere with the full and complete use of the perpetual easement and right-of-way by the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, its heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted across, along, over, under, through, or within this perpetual easement or right-of-way by GRANTOR, its heirs, successors, and assigns without the previous written consent of GRANTEE.

The terms and covenants of this perpetual easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

GRANTOR:

By:

AGUA MANSA COMMERCE PHASE II, LLC, a Delaware limited liability company

By: Agua Mansa Commerce Holdings, LLC, a Delaware limited liability company, its sole member

> PR II Agua Mansa Commerce, LLC, a Delaware limited liability company, its Managing Member

> > By: PRISA II LHC, LLC, a Delaware limited liability company, its sole member

> > > By:
> > > Name: PEDICO SANCHEZ
> > >
> > > Its: Vice President

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.

validity of that document.		
STATE OF	, See	Enclosed Notary
COUNTY OF) ss.)	
On	, 2022 before me,	, a Notary
Public, personally appeared		who proved to me on the basis
of satisfactory evidence to be	the person(s) whose name	se(s) is/are subscribed to the within
authorized capacity(ies), and	that by his/her/their signa	executed the same in his/her/their ature(s) on the instrument the in(s) acted, executed the instrument.
		, Notary
Public		
My Commission Expires:		

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		
	} ss	š.
COUNTY OF SAN FRANCISCO	}	

On December 16, 2022 before me, <u>Cynthia Katigbak</u>, Notary Public, personally appeared <u>Pedro Sanchez</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Cynthia Katigbak, Notary Public

(seal)



Exhibit A

THOSE PORTIONS OF PARCELS 1 AND 9 OF PARCEL MAP NO. 37528, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 254, PAGES 7 THROUGH 25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITH SECTIONS 2 AND 3, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT "U" OF SAID PARCEL MAP NO. 37528;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "U", SOUTH 89°24'13" EAST 22.51 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 0'35'47" WEST 25.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT THE SOUTHERLY LINE OF SAID LOT "U".

CONTAINING: 250 SQUARE FEET OR 0.006 ACRES MORE OR LESS.

STRIP NO. 2: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 1;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "U", SOUTH 89°24'13" EAST 163.58 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 0°35'47" WEST 6.50 FEET TO THE **POINT OF TERMINUS** OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT THE SOUTHERLY LINE OF SAID LOT "U".

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.



STRIP NO. 3: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 2:

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "U", SOUTH 89°24'13" EAST 400.91 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 0°35'47" WEST 7.00 FEET TO THE **POINT OF TERMINUS** OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT THE SOUTHERLY LINE OF SAID LOT "U".

CONTAINING: 70 SQUARE FEET OR 0.002 ACRES MORE OR LESS.

STRIP NO. 4: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 3;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT "U", SOUTH 89°24'13" EAST 259.09 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0'35'47" WEST 6.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END NORTHERLY AT THE SOUTHERLY LINE OF SAID LOT "U".

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 5: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT "H" OF SAID PARCEL MAP NO. 37528;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT "H", SOUTH 89°24'13" EAST 516.09 FEET TO THE POINT OF BEGINNING;



THENCE NORTH 0°35'47" EAST 6.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END SOUTHERLY AT THE NORTHERLY LINE OF SAID LOT "H".

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 6: (19.00 FEET WIDE)

BEING A STRIP OF LAND, 19.00 FEET IN WIDTH, LYING 9.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT "H" OF SAID PARCEL MAP NO. 37528;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOT "G" OF SAID PARCEL MAP NO. 37528, NORTH 0'35'47" EAST 58.45 FEET;

THENCE SOUTH 89°24'13" EAST 27.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT "G", SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°24'13" EAST 3.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "G".

CONTAINING: 55 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 7: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT "G" OF SAID PARCEL MAP NO. 37528;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT "G", SOUTH 0'37'30" WEST 80.64 FEET;

THENCE SOUTH 11'58'39" WEST 146.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 40.00 FEET;

THENCE SOUTHERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 11°22'52", AN ARC LENGTH OF 7.95 FEET;



THENCE SOUTH 0°35'47" WEST 8.08 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°24'13" EAST 6.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "G".

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 8: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WESTERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 7;

THENCE SOUTH 0°35'47" WEST 660.00 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 89°24'13" EAST 6.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "G".

CONTAINING: 65 SQUARE FEET OR 0.001 ACRES MORE OR LESS.

STRIP NO. 9: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WESTERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 8:

THENCE SOUTH 0'35'47" WEST 91.42 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 89°24'13" EAST 60.00 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "G.

CONTAINING: 600 SQUARE FEET OR 0.014 ACRES MORE OR LESS.



STRIP NO. 10: (10.00 FEET WIDE)

BEING A STRIP OF LAND, 10.00 FEET IN WIDTH, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE WESTERLY TERMINUS OF ABOVE DESCRIBED STRIP NO. 9;

THENCE SOUTH 0'35'47" WEST 26.50 FEET;

THENCE SOUTH 89°24'13" EAST 5.00 FEET:

THENCE SOUTH 0°35'47" WEST 51.24 FEET TO THE POINT OF BEGINNING:

THENCE SOUTH 89°24'13" EAST 8.00 FEET;

THENCE SOUTH 0'07'30" EAST 13.50 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END WESTERLY AT SAID EASTERLY LINE OF SAID LOT "G.

CONTAINING: 215 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS—OF—WAY, IF ANY.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

9/6/22

DATE

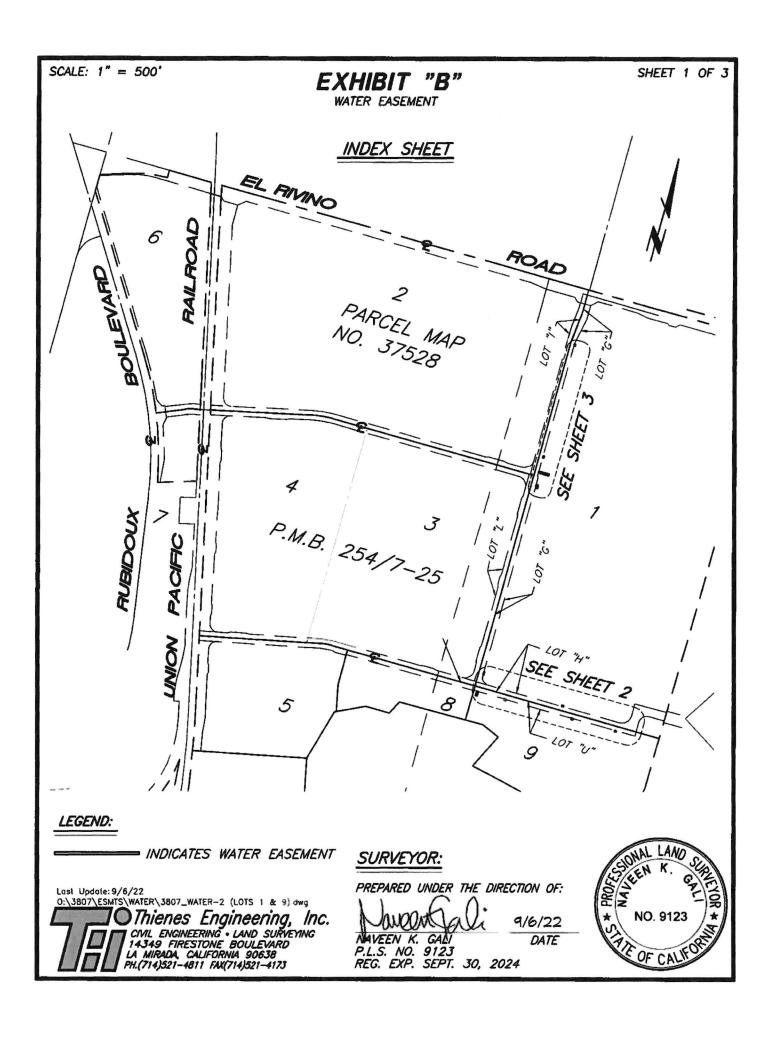
NAVEEN K. GALL

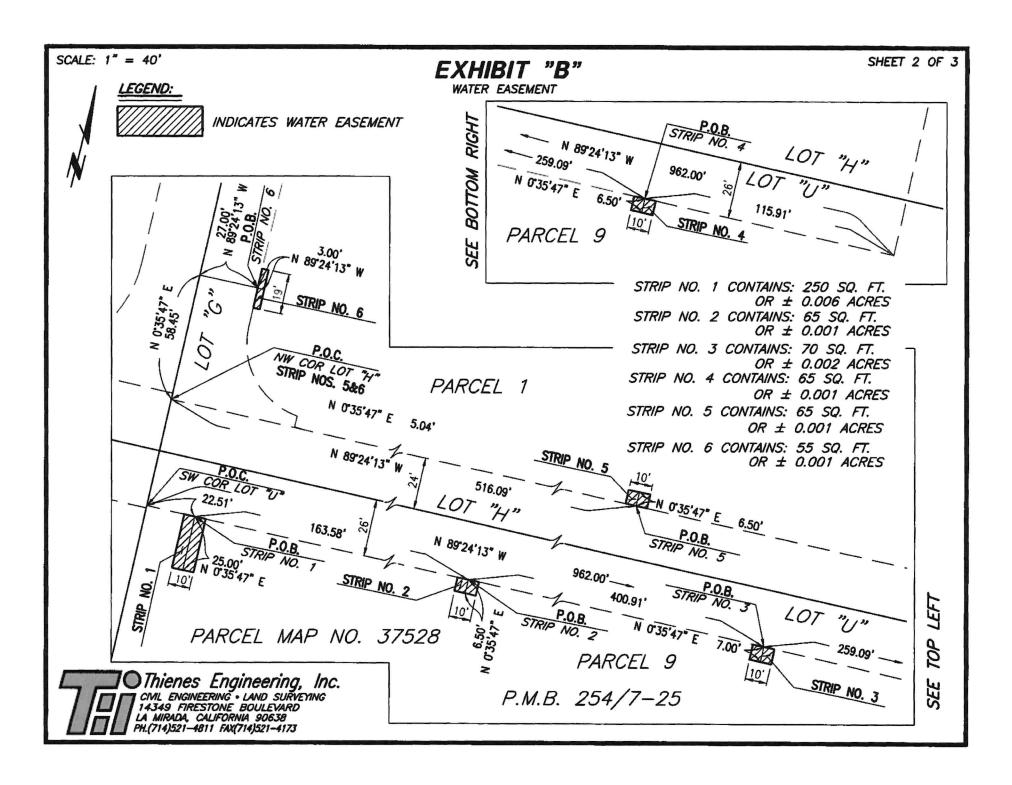
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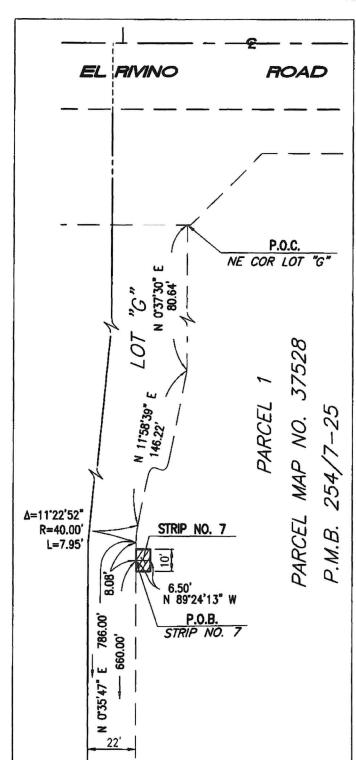
OThienes Engineering, Inc.

CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173



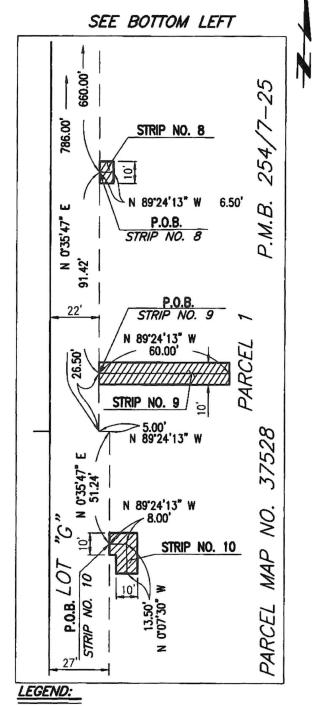


WATER EASEMENT



SEE TOP RIGHT





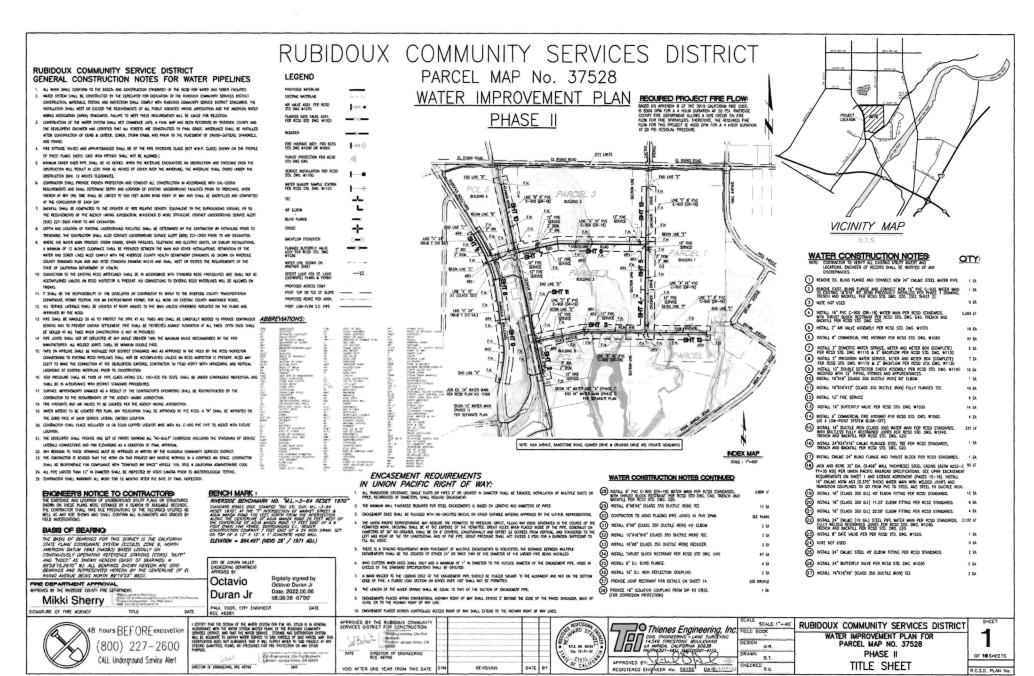
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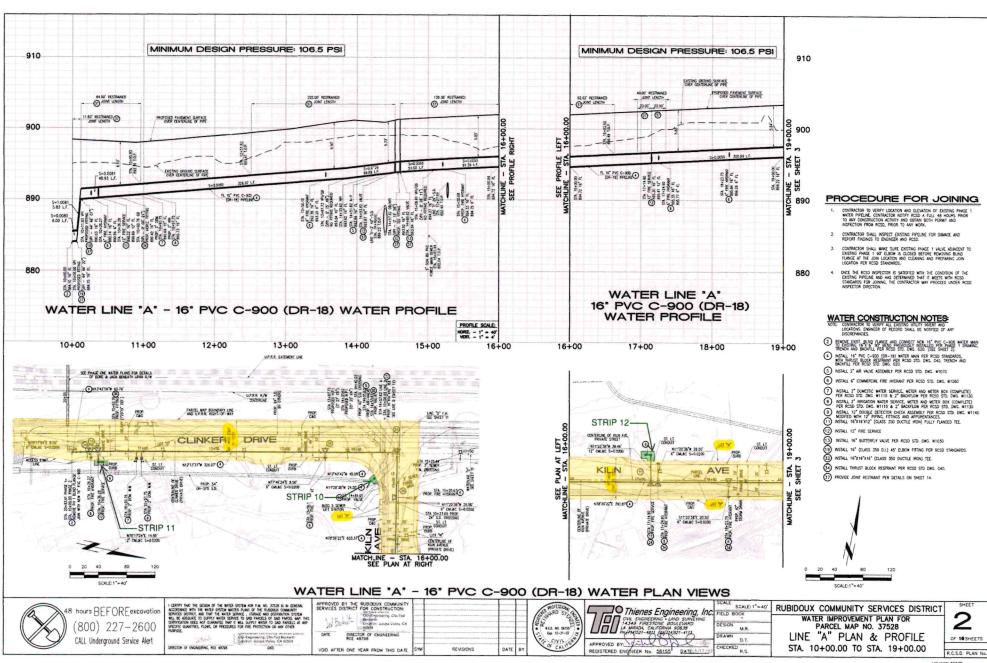
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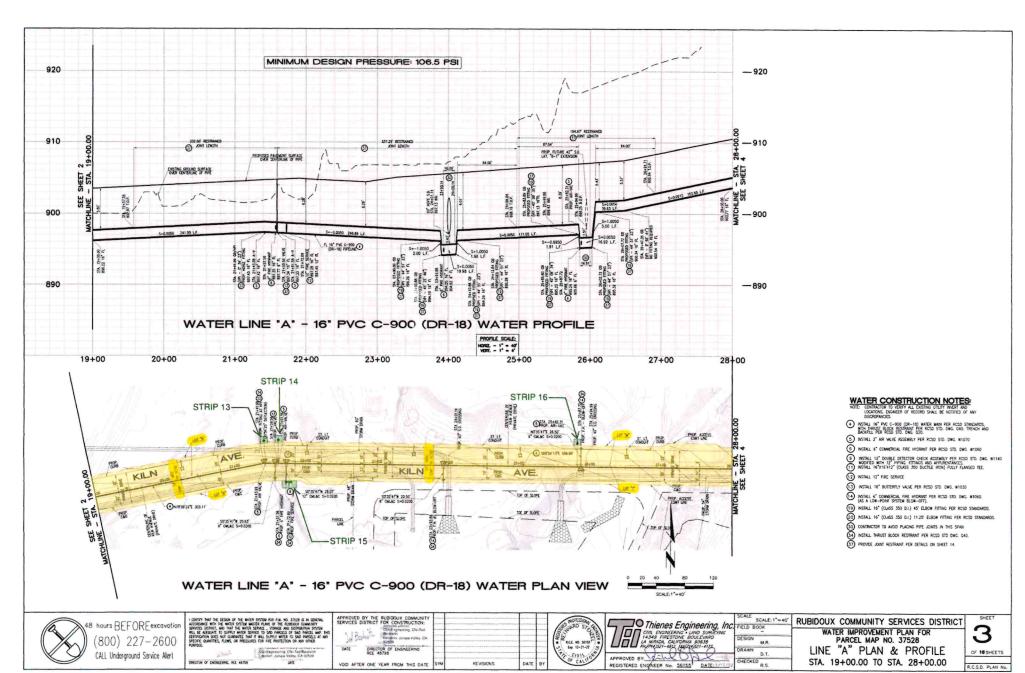
STRIP NO. 8 CONTAINS: 65 SQ. FT. OR \pm 0.001 ACRES

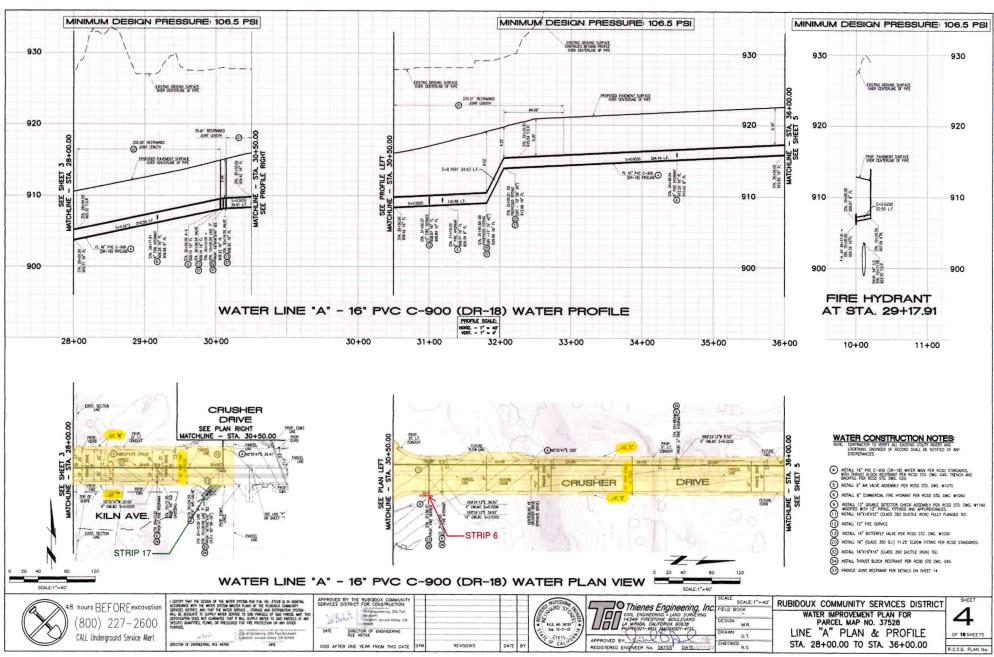
STRIP NO. 9 CONTAINS: 600 SQ. FT. OR ± 0.014 ACRES

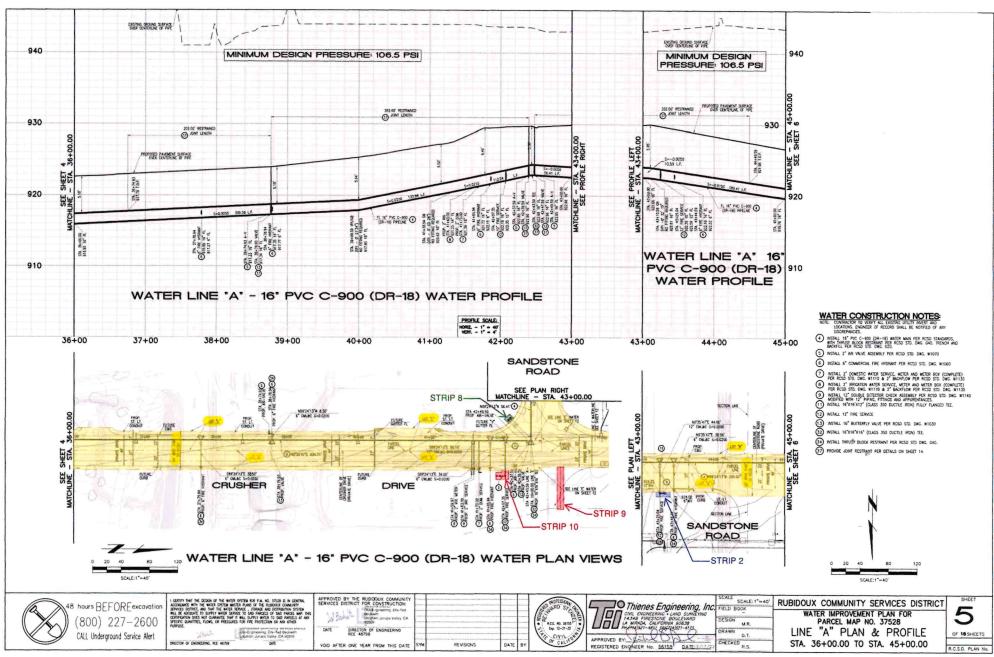
STRIP NO. 10 CONTAINS: 215 SQ. FT. OR ± 0.005 ACRES

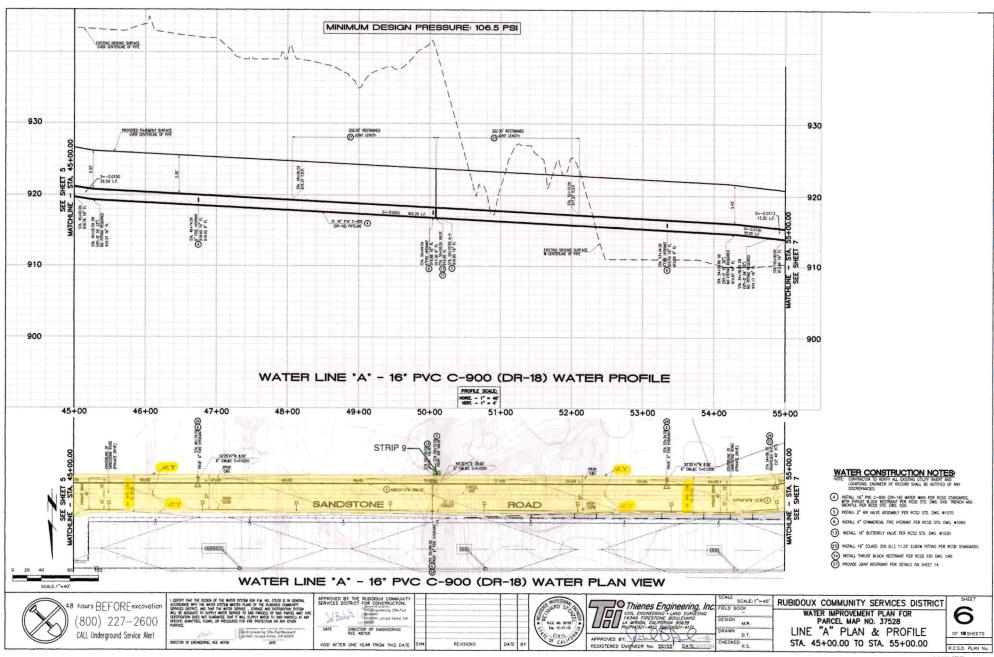


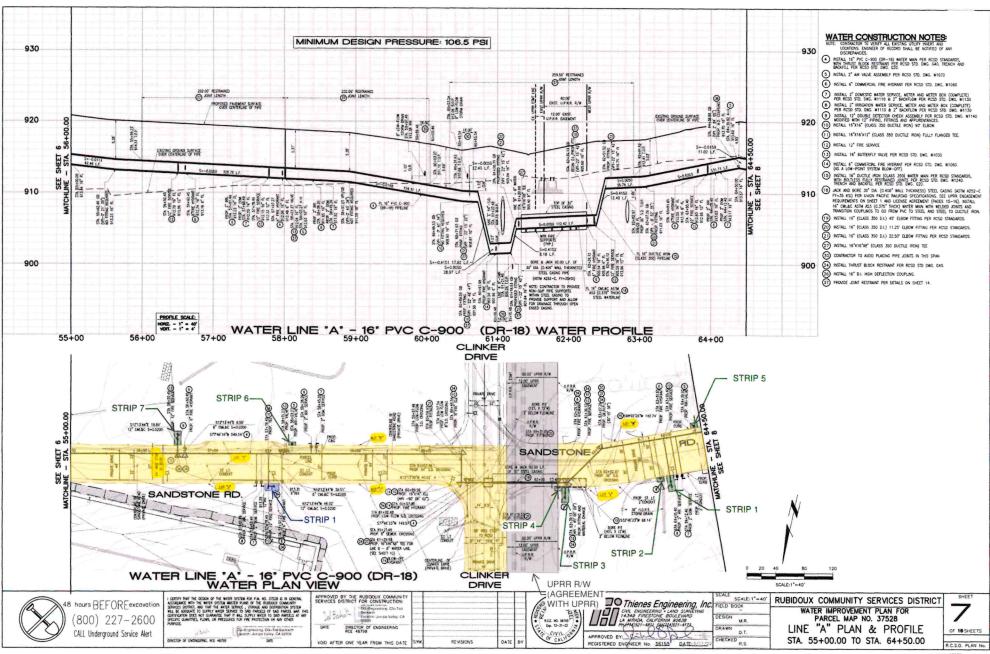


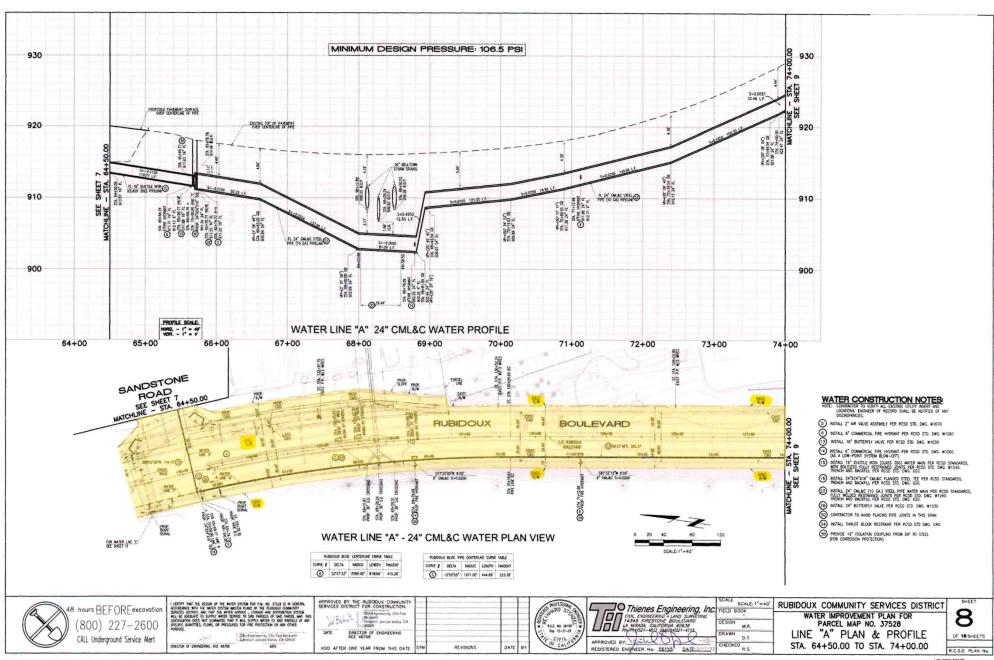


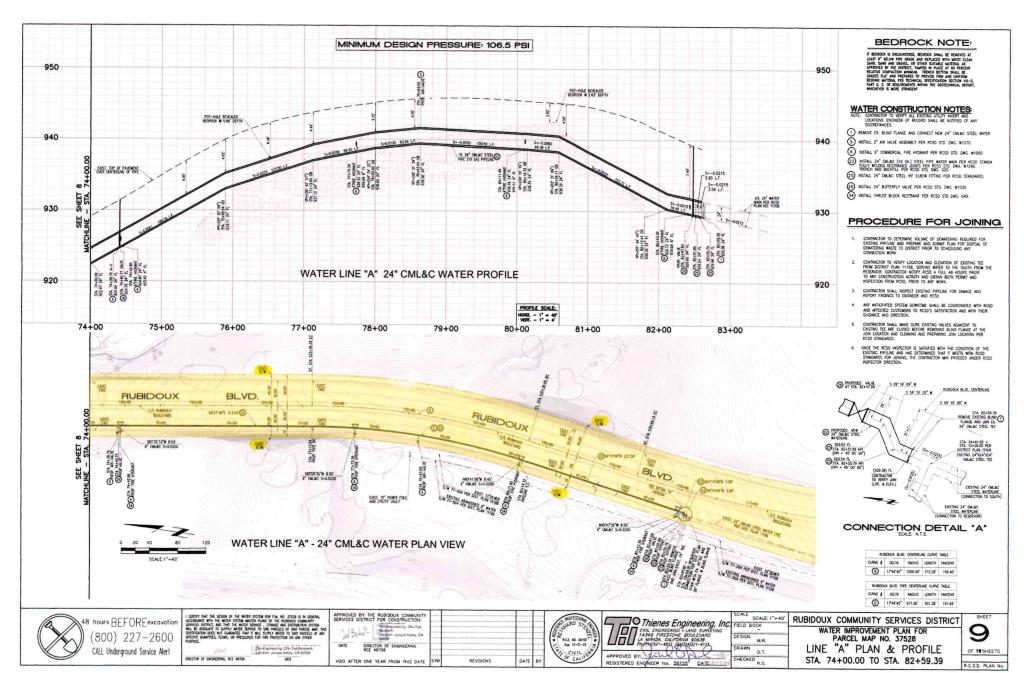


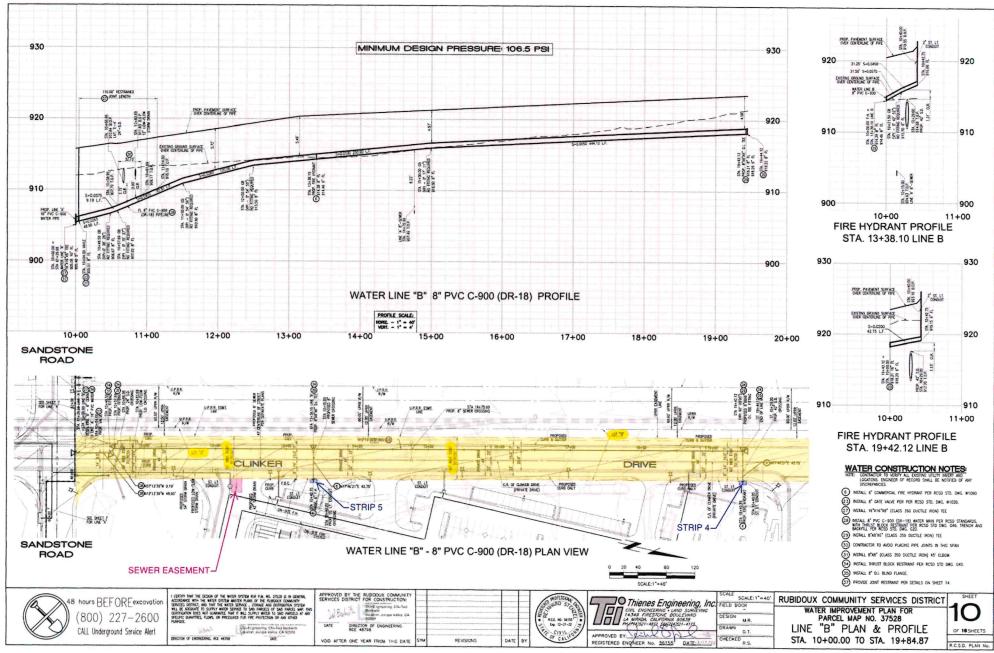


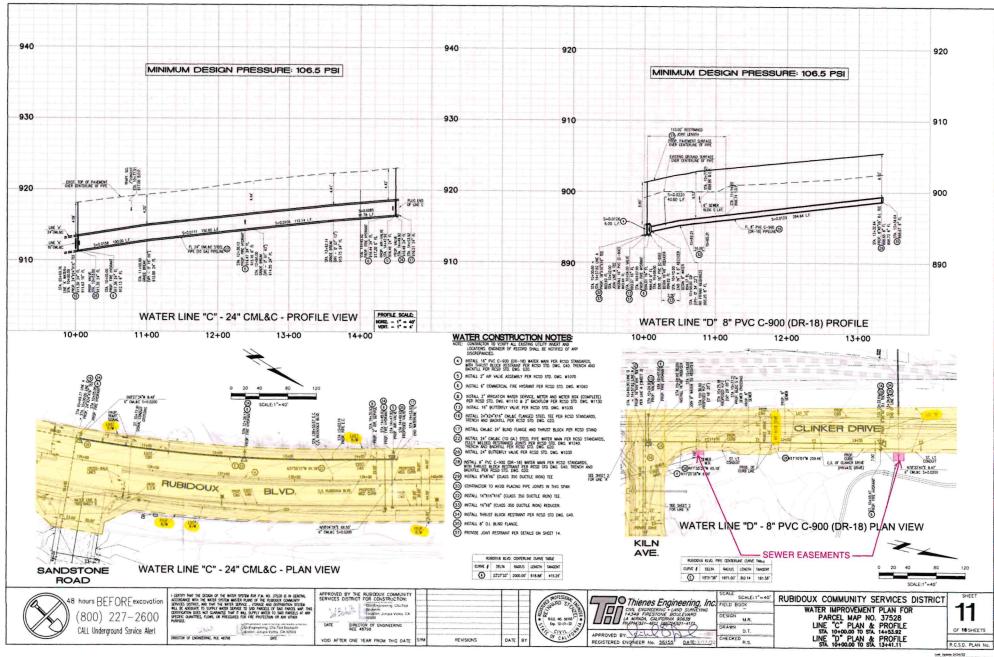


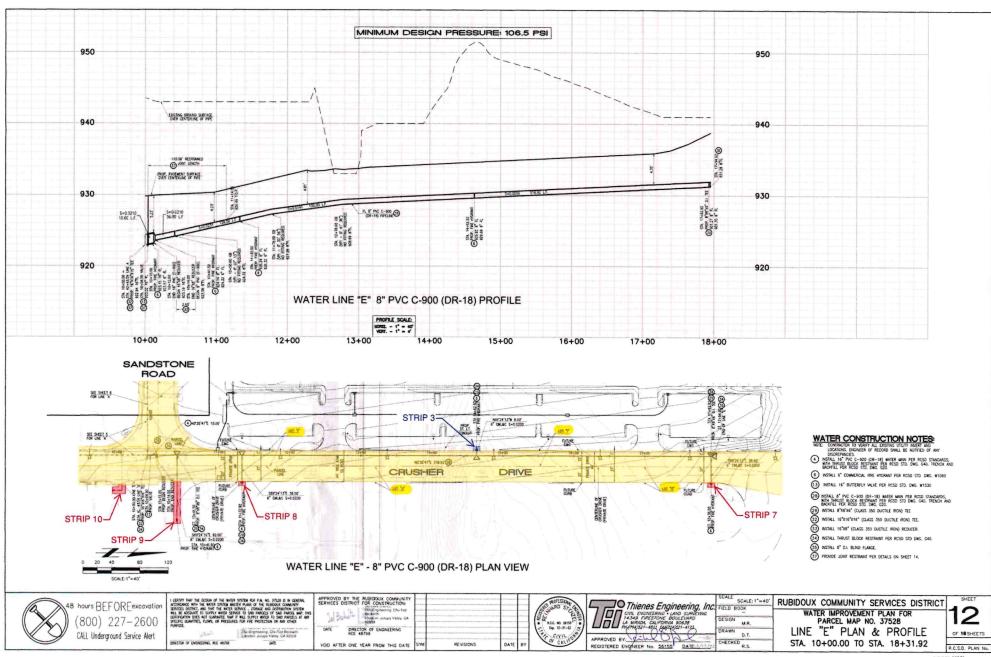


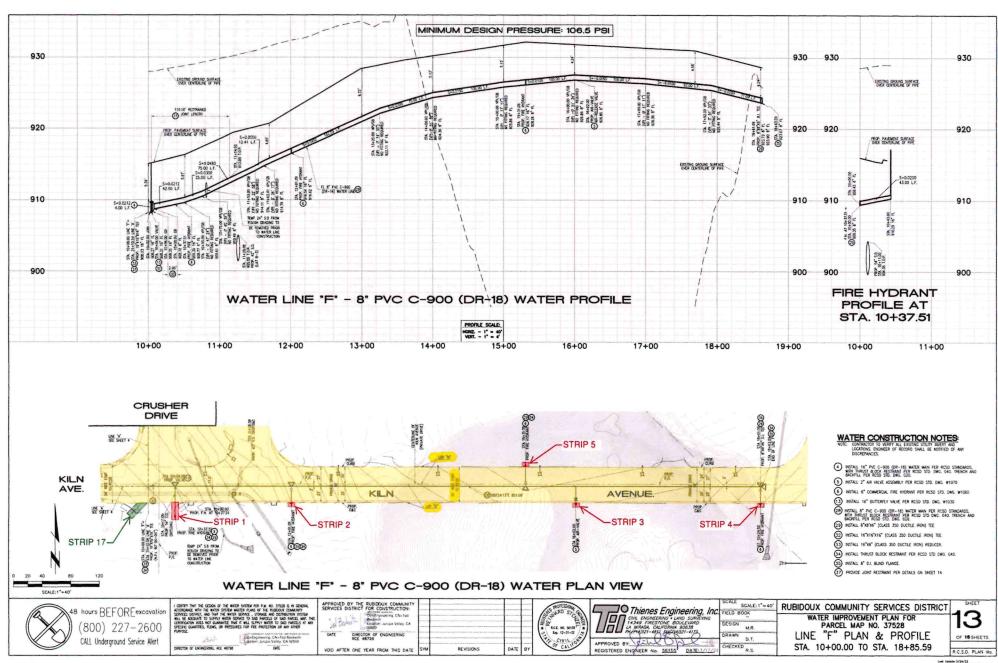












CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement dated December 16, 2022 from AGUA MANSA COMMERCE PARK PHASE II, LLC Grantor, to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency, is hereby accepted by the undersigned officer on behalf of the Rubidoux Community Services District pursuant to authority conferred by board action on January 5, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

RUBIDOUX COMMUNITY SERVICES DISTRICT

	By:
Dated:	•
ATTEST:	
Brian R. Laddusaw	
General Manager	
Rubidoux Community Services District	

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement dated December 21, 2022 from CALPORTLAND COMPANY, A CALIFORNIA CORPORATION Grantor, to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency, is hereby accepted by the undersigned officer on behalf of the Rubidoux Community Services District pursuant to authority conferred by board action on January 5, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

RUBIDOUX COMMUNITY SERVICES DISTRICT

	By:	
Dated:		
ATTEST:		
Brian R. Laddusaw		
General Manager		
Rubidoux Community Services District		



December 28, 2022

587-10.68.3

Ted Beckwith Rubidoux Community Services District 3590 Rubidoux Boulevard Jurupa Valley, CA 92509

Via Email to tbeckwith@rcsd.org

Subject:

Agua Mansa Commerce Park, Parcel Map No. 37528 CalPortland Water and Sewer Pipeline Easements

Dear Mr. Beckwith:

Attached are scanned copies of the easement document reviewed by Krieger & Stewart for acceptance by the District for sewer and water pipeline and appurtenances in parcels owned by Calportland Company for Agua Mansa Commerce Park. Based on our review, we recommend that the District accept the easements.

Also attached for clarification is a copy of sewer improvement plans highlighted and marked to show the water and sewer easements to the District from Calportland Company. The areas in orange are the easements that are being dedicated by CalPortland for the proposed water and sewer improvements. The gray area on Sheet 4 is the existing UPRR right-of-way and UPRR easement covered by the agreement between UPRR and the District; however, this is shown for reference only and not included within the attached easement documents. All other sewer and water easements on the CT Investors property are set forth in our letter dated December 27, 2022.

Sincerely,

KRIEGER & STEWART, INCORPORATED

JRB/blt

587-10P68P3-TB-CPEasementLtr1

Attachments:

AMCP PM 37528 CalPortland Water and Sewer Easement Reviewed by K&S

AMCP PM 37528 Plans showing CalPortland Water and Sewer Easements

cc: Yvonne Reyes, RCSD (via Email)

Recording Requested by: RUBIDOUX COMMUNITY SERVICES DISTRICT

When Recorded Mail to:

RUBIDOUX COMMUNITY SERVICES DISTRICT P. O. BOX 3098 RIVERSIDE, CA 92519

Exempt from recording fee pursuant to Government Code Section 6103

RUBIDOUX COMMUNITY SERVICES DISTRICT GRANT OF EASEMENT

Calportland Company 2025 E. Financial Way Glendora, CA 91741 APN 175-170-045 and 175-170-030

Calportland Company, a California Corporation, owner of record of the herein described parcel of land,, hereinafter called GRANTOR, do/does hereby grant and convey to RUBIDOUX COMMUNITY SERVICES DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a permanent easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, maintain, repair, and remove water and sewer pipelines and appurtenances together with any easement roads and electrical and communication conduits and appurtenances, together with the right of ingress and egress, across, along, over, upon, under, through, throughout the entire easement and right-of-way in connection with the exercise of any of the foregoing rights and within that certain real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" & "B"

GRANTOR and its successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE, which consent shall not be unreasonably withheld.

GRANTEE covenants to maintain the perpetual easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, its heirs, successors, and assigns, from its use. GRANTEE shall have the right to utilize an access road within said easement, and to use gates in all fences which now, or may in the future, cross said easement; and reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions, excluding GRANTOR'S fencing and gates, from the perpetual easement and right-of-way. No additional fences or gates can be constructed across said easement unless approved in writing by GRANTEE which approval shall not be unreasonably withheld. The installation of any new fences shall include a gate where the fence crosses the easement. Any such gate(s) shall be in accordance with Grantee's Standard G120 or future standard that may supersede Standard G120. GRANTEE shall provide a lock for the gate(s) and will provide a copy of the key(s) to the GRANTOR. If different locks are installed on any gate(s) so provided GRANTEE retains the right to remove the lock and replace it with its own. GRANTEE shall also have the right to mark the location of this easement in a manner which will not interfere with Grantor's reasonable and lawful use of said easement. GRANTOR, its heirs, successors, and assigns, covenants that GRANTOR will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said permanent easement and right-of-way, any structure, without first securing permission of the GRANTEE, and that GRANTOR will not plant or maintain or permit to be planted or maintained, any plants, shrubs, or tree that may interfere with the full and complete use of the perpetual easement and right-of-way by the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the permanent easement and right-of-way, upon pri

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, its heirs, successors, and assigns, shall be exercised so as not to materially impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

It is further understood and agreed that no other easement or easements shall be granted across, along, over, under, through, or within this perpetual easement or right-of-way by GRANTOR, its heirs, successors, and assigns without the previous written consent of GRANTEE, which consent shall not be unreasonably withheld or delayed.

The terms and covenants of this perpetual easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed on this, the 2 day of December, 2022.

CALPORTLAND CORPORATION, a California Corporation

Signed:

Robert M. Binam, Sr. VP and General Counsel

(see notary certificate attached)

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. County of On December 2, 200 before me, 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. NUNDO(1)WITNESS my hand and official seal SEAL Signature of Notan PRAMSHAFER r. Trate of Nevada TORI PRAMSHAFER 5563-01 Notary Public, State of Nevada 1.7224 Appointment No. 21-5563-01 يتحلفه المحظ وتوكارا وبالأصطف مناه الممله وتلايعي My Appt. Expires Aug 8, 2024

SEWER AND WATER EASEMENT

THOSE PORTIONS OF PARCEL B OF LOT LINE ADJUSTMENT NO. 1601 IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 26, 2017 AS INSTRUMENT NO. 2017—0446791 OF OFFICIAL RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP NO. 1:

COMMENCING AT THE SOUTHERLY CORNER OF SAID PARCEL;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL B, NORTH 5'10'45" WEST (NORTH 8'45'00" WEST RECORD PER SAID LOT LINE ADJUSTMENT NO. 1601) 112.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 5'10'45" WEST 59.60 FEET;

THENCE NORTH 67'58'52" EAST 124.29 FEET;

THENCE SOUTH 60°47'07" EAST 21.00 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A";

THENCE CONTINUING SOUTH 60°47'07" EAST 21.00 FEET;

THENCE CONTINUING SOUTH 29'12'53" WEST 18.18 FEET;

THENCE SOUTH 59'35'09" WEST 133.41 FEET;

THENCE SOUTH 84'49'14" WEST 22.66 FEET TO THE POINT OF BEGINNING.

CONTAINING: 8,041 SQUARE FEET OR 0.185 ACRES MORE OR LESS.

STRIP NO. 2: (42.00 FEET WIDE)

BEING A STRIP OF LAND 42.00 FEET IN WIDTH, LYING 21.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED "POINT A";

Last Update: 4/26/22 0:\3807\ESMTS\WATER - SS\3807_WATER-SS_NEW.dwg



EXHIBIT "A" SEWER AND WATER EASEMENT

THENCE NORTH 29°12'53" EAST 335.47 FEET;

THENCE NORTH 11°15'28" EAST 161.52 FEET;

THENCE NORTH 5°43'01" WEST 119.02 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT B";

THENCE NORTH 77°45'11" EAST 53.71 FEET TO THE WESTERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY PER DEED RECORDED DECEMBER 17, 1920 IN BOOK 539, PAGE 239 OF DEEDS;

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO END EASTERLY AT SAID WESTERLY LINE OF LAND CONVEYED TO LOS ANGELES AND SALT LAKE RAILROAD COMPANY.

CONTAINING: 28,140 SQUARE FEET OR 1.183 ACRES MORE OR LESS.

STRIP NO. 3: (30.00 FEET WIDE)

BEING A STRIP OF LAND, 30.00 FEET IN WIDTH, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AFOREMENTIONED "POINT B":

THENCE NORTH 22°04'06" WEST 21.31 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 5'43'01" WEST 279.98 FEET;

THENCE NORTH 13'52'57" WEST 471.16 FEET;

THENCE NORTH 23°37'07" EAST 16.67 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT C";

THENCE CONTINUING NORTH 23'37'07" EAST 54.20 FEET:

THENCE NORTH 77'43'01" EAST 28.74 FEET TO THE WESTERLY LINE OF THE LAND CONVEYED TO RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY PER DEED RECORDED OCTOBER 29, 1917 IN BOOK 471, PAGE 179 OF DEEDS;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN ABOVE DESCRIBED STRIP NO. 1. AND LYING WITHIN SAID LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY:



EXHIBIT "A"

SEWER AND WATER EASEMENT

THE SIDELINES OF SAID STRIP SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN IN THE NORTHERLY LINE OF SAID STRIP NO. 1 AND END EASTERLY AT SAID WESTERLY LINE OF RIVERSIDE, RIALTO AND PACIFIC RAILROAD COMPANY.

CONTAINING: 25,361 SQUARE FEET OR 0.582 ACRES MORE OR LESS.

STRIP NO. 4: (30.00 FEET WIDE)

BEING A STRIP OF LAND, 30.00 FEET IN WIDTH, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED "POINT C";

THENCE NORTH 66°22'53" WEST 27.50 FEET;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN ABOVE DESCRIBED STRIP NO. 3.

CONTAINING: 375 SQUARE FEET OR 0.009 ACRES MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY, IF ANY.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

DATE

Thienes Engineering, Inc.

CIVIL ENGINEERING • LAND SURVEYING

14349 FIRESTONE BOULEVARD

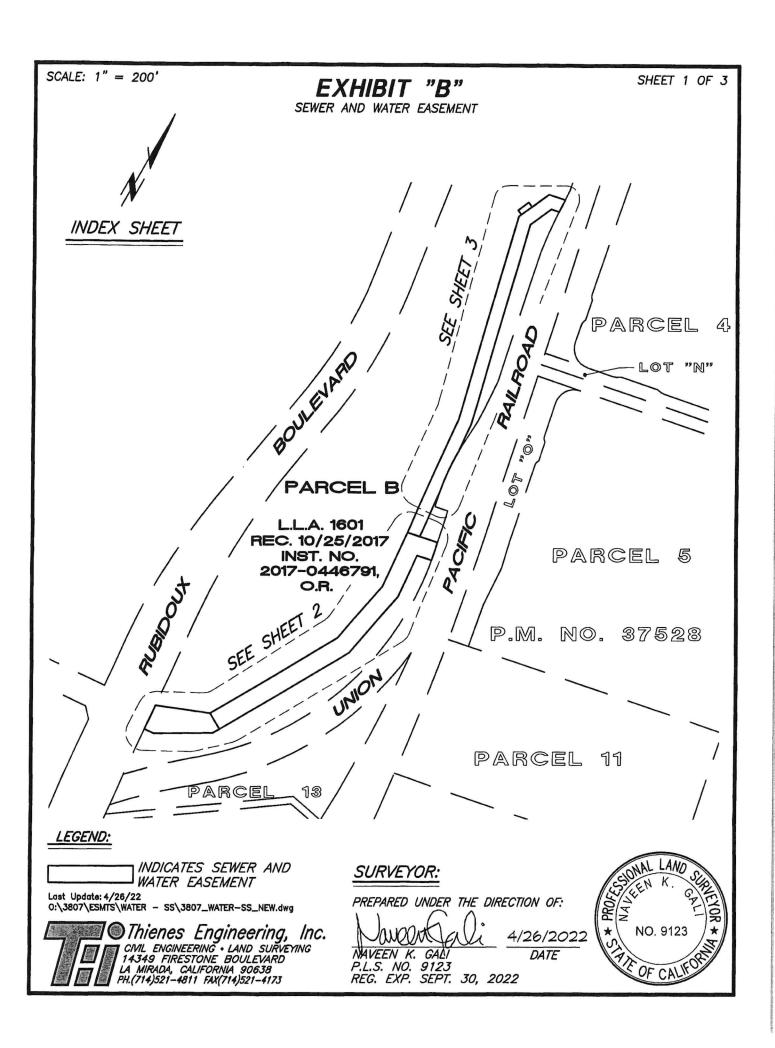
LA MIRADA, CALIFORNIA 90638

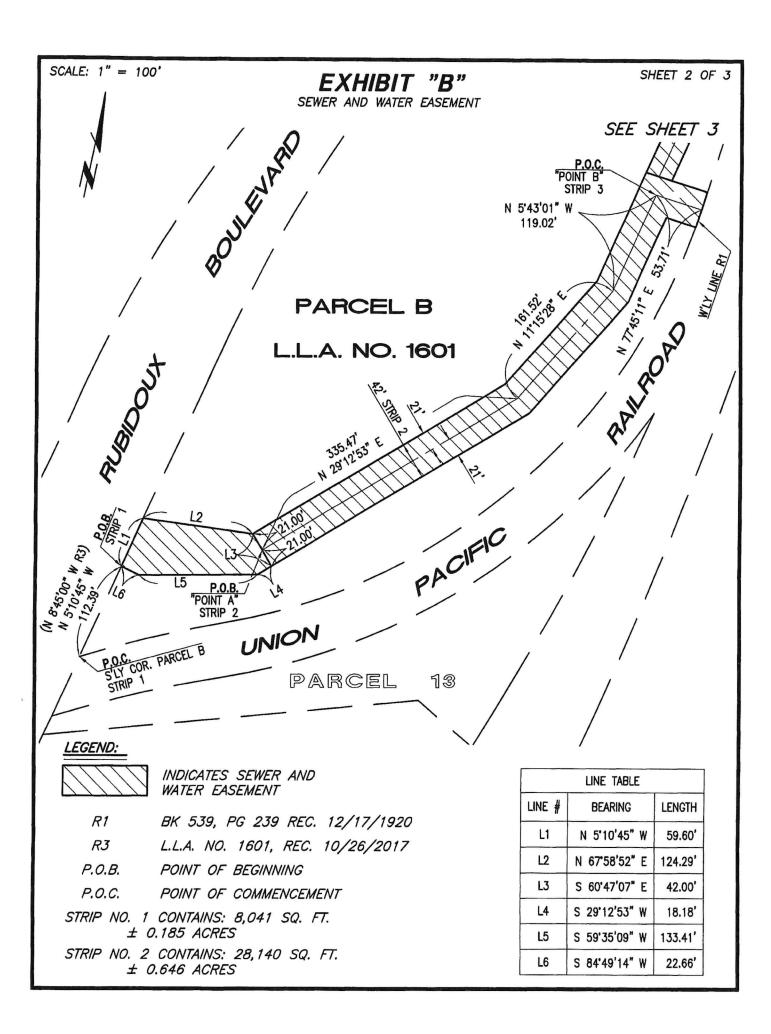
PH.(714)521-4811 FAX(714)521-4173

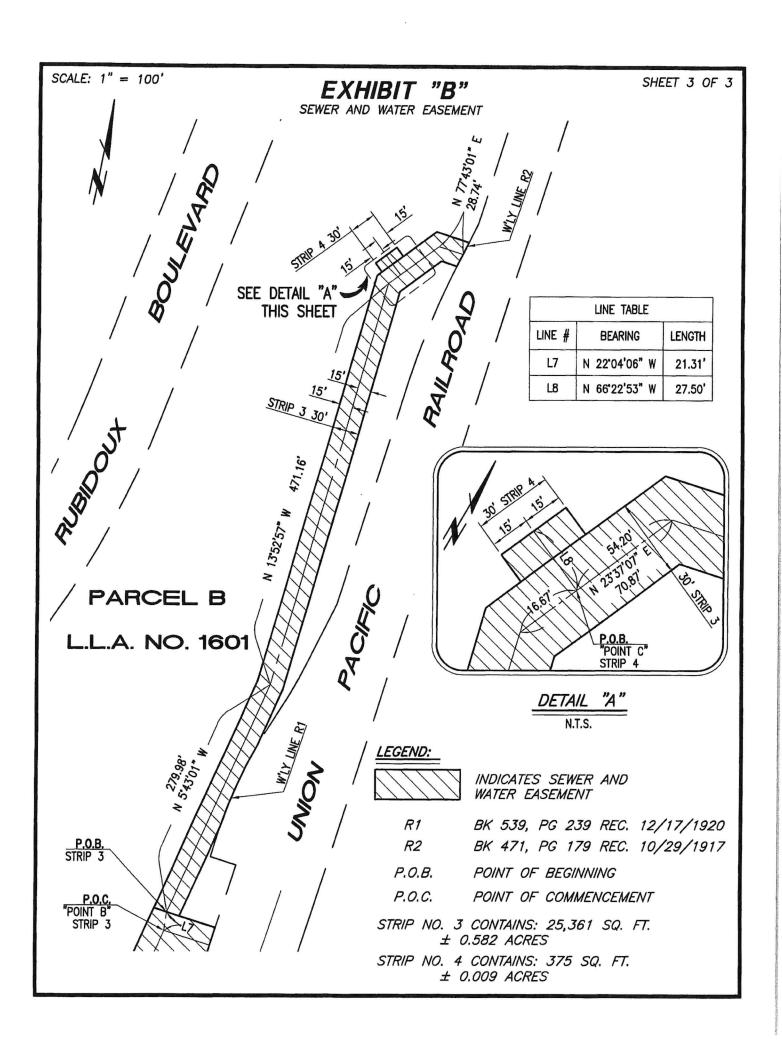
NAVEEN K. GALI

P.L.S. NO. 9123 REG. EXP. SEPT. 30, 2022









GENERAL NOTES:

- ALL WORK SHALL CONFORM TO THE DESIGN AND CONSTRUCTION STANDARDS OF RCSD FOR WATER AND SANITARY SENER FACILITIES.

- PPE SHALL BE HADDED SO AS TO PROTECT THE PPE AT ALL TIMES AND SHALL BE CARTRALF BEDGED TO PROMDE CONTRIBUTE BEARNER AND TO PROTECT HINNEYS STRINLMEN. POPE SHALL BE PROMICED ACASES TO HOLDED A THAT I THANK OPEN DOS OF RISTALLED SEMEN SHALL BE SEALED AT ALL TIMES WHEN CONSTRUCTION IS NOT IN
- PPP JONTS SHALL NOT BE DETLECTED AT ANY ANGLE CREATER THAN THE MAXMUM ANGLE RECOMMENDED BY THE PIPE MANUFACTURER.

- D. BACKFELL SHALL BE COMPACTED TO THE CREATER OF 90% RELATING DENSITY, EQUIPALENT TO THE SURROLINDING GROUND, OR TO THE REDURREMENTS OF THE AGENCY HAVING LIBERCHTCH MARCHETTE & MARCHETTE WAS ARRESTED FOR THE AGENCY HAVING
- 11. SEMER HATERALS SHALL BE 4" VCP LANLESS OTHERMISE INDICATED. DUACT LOCATIONS OF WITS AND LATERALS ARE TO BE ESTABLISHED IN THE PIELD PROOF TO INSTALLATION, AN "S" SHALL BE IMPRINED ON THE CURB FACE AT CACH SERVER LITERAL LOCATION AND A STEEL ROO ON STAKE SHALL BE INSTALLED AT THE END OF EACH SERVER LATERAL TO ASSEST IN LOCATION OF A LATER DAIL.
- 12. UNESS WANTED BY THE ROSD, A 2" WIDE MITHAUG LOCATOR TAPE SHALL BE PLACED WITH EACH SERRIA HAD STRACE LATERAL TO ASSIST IN TUTTER LOCATION TAPE SHALL BE PLACED AT LEAST 6" ABOVE THE PIPE BUT NOT DEEPER THAN 4" FROM THE PROPOSED THISHING BEADS.
- 13. ALL SEWERS SHALL BE BALLED, AIR TESTED AND VIDEO INSPECTED PROOR TO ACCEPTANCE BY THE DISTINCT.
- 14. SURFACE IMPROVEMENTS DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE RECONSTRUCTED BY THE CONTRACTOR TO THE REQUIREMENTS OF THE ACENCY HAVING
- THE DEVELOPER SHALL PROVIDE ONE SET OF PROVIS SHOWING ALL "AS-BUILT" CONDITIONS INCLUDING THE STATIONARY OF SEWER LATERAL CONNECTIONS AND PAD ELEVATIONS AS A CONDITION OF FRAM, APPROVIL.
- ANY REVISION TO THESE GRAWINGS MUST BE APPROVED IN WRITING BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF BACKWATER VALVES, WHERE REQUIRED. PER UNIFORM PLUMBING CODE AND PER RCSD STANGARDS.
- 19. CONTRACTOR SHALL WARRANTY ALL WORK FOR 12 MONTHS AFTER THE DATE OF FINAL MARRANTY ALL

ENGINEER'S NOTICE TO CONTRACTORS
THE DISTINCE AND LOCATION OF UNDERSCHOOL UTILITY PLANS OR STRUCTURES
SHOWN ON THESE PLANS RESE OBTAINED BY A SEACH OF ANALYSE ECCORDS, THE CONTRACTOR SHALL MAY LEVER CONTRACTOR SHALL MAY CONTRACTOR SHOWN AND SHALL CONTRACT ALL AUGMENTS AND GRADES BY FEEL INSTERNATION OF THE REPORT OF GRADES BY FEEL INSTERNATION.

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCS83), ZONE 6, NORTH AMERICAN DATUM 1983 (NAD83) BASED LOCALLY ON AMERICAN DATIM 1983 (MODAS) BASED LOCALLY ON CONTINUOUSLY OPERATING RETERENCE STATIONS (COMES) "MATP" AND "NOCO" AS SHOWN HEREON (BASES OF BEARMOS: N 8873915,2870" IN, ALL BEARMOS SHOWN HEREON ARE GRID BEARMOS AND REPECTIN AND THE CENTERLINE OF EL ROWNO AREADE. BEING MORTH BEYES'S "MESTED AND CONTINUOUS AND REPECTION OF THE CENTERLINE OF EL ROWNO AREADE. BEING MORTH 891958" MEST.

BENCH MARK:

DECINALITY MANTHAL

RIVERSOR BENCHMARK NO. "MLL.-3-64 RESET 1970"

SIMBADD BRASS DOS, STAMPID "RV. CO. SUR. ML.-3-64

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CONSTRUCTION OWNEY 7 THE LOST OF A 24 HERD IMMAL SET ON TOP OF A 12' X 12' X 1' CONCRETE HEAD WALL ELEVATION - 864.497' (NGVD 29' / 1971 ADJ.)

I CERTEY THAT THE CESCA OF THE SENER STSTEM FOR P.M. NO. 35539 G IN ACCOMMENCE WITH THE DESIGN AND CONSTRUCTION WANTER, AND CONSTRUCTION TO SERIE DESIGNED FOR P.M. 35817 FOR INCOME. AND CONSTRUCTION OF THE MATERIAL PROPERTY OF THE MATERIAL PROPERTY OF ADMINISTRATION OF THE MATERIAL PROPERTY OF THE MATERIAL PROPERTY OF THE MATERIAL WANTERS FOR THE PROPERTY OF THE MATERIAL PROPERTY OF THE MATERI Underground Service Aleri

1-800 422-4133 AUGIDOUX COMMUNITY SERVICES DISTRICT

INTECTOR OF ENGREERING,

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION: Ted Beckwith

VOID AFTER ONE YEAR FROM THIS DATE

PAUL TOOR, CITY ENGINEER

AGUA MANSA COMMERCE PREDEV LLC 1343 WON NARMON, SUITE 200 NEWPORT BEACH, CA 92680 PH. (949) 431-6400

PH. (949) 431-6400 FAX (949) 330-5771 OWNER:

AGUA MANSA COMMERCE PREDEV LLC 4343 VON KARMAN, SUITE 200 NEWPORT BEACH, CA 92660

SOILS ENGINEER:

LANCAN 32 EXECUTINE PARK, SUITE 130 IRVINE, CA 92614

CML ENGINEER:

THIENES ENGINEERING 14349 FIRESTONE BOULEVARD LA MIRADA, CA 90638

ABBREVIATIONS

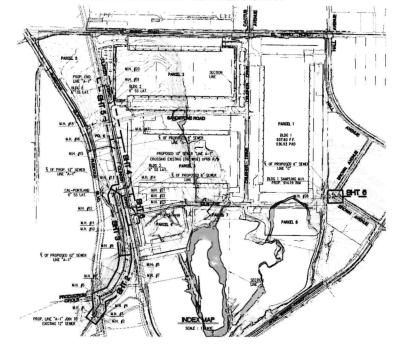
	PROPERTY LINE
R/W	RIGHT OF WAY
6,	-CENTERLINE
T.C.	-TOP OF CURB
F.L.	-FLOW LINE
F.S.	-FINISH SURFACE
T.S.	-TOP OF CONCRETE SLAB
H.P.	HIGH POINT
F.F.	-FINISH FLOOR
R.D.	- ROOF DRAIN
808	REINFORCED CONC. PIPE
INV.	HMERT
S =	SLOPE
F.G.	-FINISH GRADE
5.0.	-STORM DRAIN
ST.LT.	STREET LIGHT
G.B.	GRADE BREAK
H.P.	- HICH POINT
C.F.	-CURB FACE
B.W.	-BACK OF WALK
A.B.	AGGREGATE BASE
	-POLYVINYLCHLORIDE
	-CAST IRON PIPE
F.H. P.P.	FIRE HYDRANT
C.B.	POWER POLE
R=	RATE OF GRADE
000	BEGINNING OF CURVE
B.C.R.	-END OF CURVE
LP.	- LOW POINT
7.0.P.	TOP OF PIPE
B.O.P.	BOTTOM OF PIPE
B.O.F.	-RATE OF GRADE
T.F.	TOP OF FOOTING
T.W.	-TOP OF WALL
C.M.B.	-CRUSHED MISC. BASE
S.F.	-SQUARE FEET
	- EXISTING ELEVATION
9.0.W	-BOTTOM OF WALL
7.0	-TOP OF CRATE

Digitally signed by Octavio Duran Date: 2022.05.18 Octavio Duran

RUBIDOUX COMMUNITY SERV
FIRE HYDRANT
FOR HYDRANT
FOR HYDRANT
BUNDING
MANHOLE
TOP OF BERM
WATER SURFACE ELEVATION

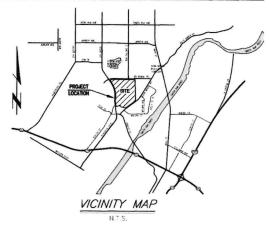
PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN

8', 10' AND 12' PUBLIC SEWER MAIN - SS A-1 RUBIDOUX COMMUNITY SERVICES DISTRICT



ENCASEMENT REQUIREMENTS IN UNION PACIFIC RIGHT OF WAY:

- ALL TRANSVERSE CROSSINGS, SINGLE DUCTS OR PIPES 6" OR GREATER IN DAMETER SHALL BE ENCASED, INSTALLATION OF MULTIPLE DUCTS OR PIPES, REGISTRICES OF DAMETERS, SHALL REQUIRE DISCUSSION.
- 2. THE MINIMUM WALL THICKNESS REGULARED FOR STEEL ENCASEMENTS IS BASED ON LEDICING AND DIMMETERS OF PIPES
- ENCASEMENT ENES SHALL BE PLUCKED WITH UN-GROUTED BRICKS OR OTHER SURFABLE MATERIAL APPROVED BY THE UPRE REPRESENTATIVE.
- THE UNION PACES: REPRESENTANTE MAY REQUIRE THE PERMITTEE TO PRESSURE CROUT, TRLING ART VOIDS ODERWITD IN THE COURSE OF THE PREMITTE CROUT INCIDENCE OF THE PREMITTEE OF OR COURSE, ON THE OWNER OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND AN ADMINISTRATION TO THE LAW OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMEN AND OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMEN AND OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMEN AND OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION TO THE LAW OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE SHALL NOT DOCUMENT AND ADMINISTRATION OF THE PREMITTEE CROUT PRESSURE ADMINISTRATION OF THE PREMITTEE PREMITTEE PREMITTEE PREMITTEE PREM
- There is a spacing requirement when placement of martiple encasements is requested. The distance between martiple discissments shall be the greater of either 24" or time that of the dismetter of the larger pipe being installed.
- A GAND WELGED TO THE LEADING EIGH OF THE ENCAMENTH PIPE SHOULD BE PLACED SOURCE TO THE ALIGNMENT AND NOT ON THE BOTTOM EDGE OF PIPE. A FLARID LEAD SECTION ON BORES OVER 100° SINLE NOT BE PERMITTED.
- 8. THE LENGTH OF THE AUGER STRAND SHALL BE EQUAL TO THAT OF THE SECTION OF ENCASEMENT PIPE.
- 2. DICASEMENTS PLACED WITHIN CONTENTIONAL HIGHMAY ROUT OF MAY SHALL DITIONS 5' BEYONG THE EDGE OF THE PAVED SHOULDER, BACK OF CUPB, OR 10 THE HIGHMAY ROUT OF MAY LINE.
- 10. ENCASEMENT PLACED ACROSS CONTROLLED ACCESS RIGHT OF WAY SHALL EXTEND TO THE HIGHWAY RIGHT OF WAY LINES.



NOT	LOCATIONS. ENGINEER OF RECORD SHALL BE NOTIFIED OF ANY	OTY
-	DISCREPANCIES.	
\simeq	CONSTRUCT 12" VCP SEWER LINE. TRENCH BACKFILL AND PAVEMENT PER RCSD STD. DWG. S2010.	448 LF
(2)	CONSTRUCT 10" SDR 26 PVC SEWER LINE. TRENCH BACKFILL AND PAYEMENT PEPAIR PER RCSD STD. DWG. G20 (IF PAYEMENT EXIST.)	131 LF
③	CONSTRUCT 8" SDR 26 PVC SEWER LINE, TREINCH BACKFILL AND PAVEMENT REPAIR PER RCSD STD. DWG, GZO (IF PAVEMENT EXIST.)	1834 LF
•	CONSTRUCT 6" SOR 26 PVC SEWER LINE, TRENCH BACKFLL AND PAVEMENT REPAIR PER RCSD STD. DWG. G20 (IF PAVEMENT EXIST.)	110 LF
⑤	CONSTRUCT 4' DIA PRECAST CONCRETE MANHOLE WITH FRAME AND COVER PER RCSD STD. DWG. S2030 AND S2060.	22 EA
6	CONSTRUCT SEWER LATERAL PER RCSD STD. DWG. 52080.	2 EA
0	CONSTRUCT 4' DIA. PRECAST CONCRETE "SAMPLING" MANHOLE WITH FRAME AND COVER PER RCSD STD. DWG. S2030 AND S2080.	6 EA
➂	REMODEL EXISTING MANHOLE STUB AND CONNECT PER DETAIL ON SHEET 2.	1 EA
9	DRY BORE AND JACK PER UNION PACIFIC RAILROAD SPECIFICATIONS. INSTALL 10° PNC SENER LINE IN 18° DIAMETER (0.625 INCH THICK) STEEL PIPE CASING PER UNION PAIDTIC PALIBODA SPECIFICATIONS, (SEE DETAILS ON SHEET)	98 U
@	NOTE NOT USED	
0	CONSTRUCT 6" VCP SEWER LATERAL TRENCH, BACKFILL AND PAREMENT REPAIR PER RCSD STD DWG. 52010.	83 LF
_	CONSTRUCT 12" SDR 26 PVC SEWER LINE, TRENCH BACKFILL AND PAVEMENT PER RCSD STO. DWG. G20 (IF PAVEMENT DOST.)	1492 LF
0	INSTALL LATERAL SADDLE CONNECTION TO EXISTING SEWER MAIN PER RCSD STD. DNG. 52100.	1 EA
0	INSTALL MARKER POST FOR MANHOLE OUTSIDE OF PAVED AREAS.	4 EA
(3)	3" SCH 80 PVC PRIVATE FORCE MAIN FROM (BULDING 5) PRIVATE LET STATION (NOT OWNED OR MAINTAINED BY DISTRICT AND WELL BE REVIEWED AND APPROVED BY THE CITY).	148 UF
6	3" SCH BO PYC 45" ELBOW FOR PRIVATE FORCE MAIN (NOT OWNED OR MAINTAINED BY DISTRICT AND WILL BE REVIEWED AND APPROVED BY CITY)	4 EA
_	CAL-PORTLAND EXIST. SEPTIC SYSTEM (TANKS, LEACH LINES AND EQUIPT.) INCLUDING EXIST. PERCOLATION MONITORING WELLS SHALL BE REMOVED BY OTHERS ONCE NEW 6" SEWER LATERAL IS INSTALLED AND SERVING THE CAL-PORTLAND TAXABLES.	

LEGEND

PROPOSED SEWERLIN EXISTING SEWEPLINE CLEMOUT PER RCSD MANIKALE PER RCSD SERVICE LATERAL PER RCSD STO. DWG. S200

		IIIC SILL
	2	SEWER PLAN AND PROFILE - FROM STA 8+25.29 TO STA 18+50.00
	3	SEWER PLAN AND PROFEE - FROM STA 18+50.00 TO STA 27+25.00
	•	SENER PLAN AND PROFILE - FROM STA 27+25.00 TO STA 36+00.00
	5	SEWER PLAN AND PROFILE - FROM STA 36+00.00 TO STA 43+16.76
STD,	6	SCHIEF LINE E: STEME FINAL AND PROFELE - FROM SIA 1400.00 TO SIA 4+13.64 STEME FINAL AND PROFELE - FROM SIA 10+00.00 TO SIA 10+66.46 3" FROM FINAL AND PROFELE - FROM SIA 10+00.00 TO SIA 10+66.46 3" FROM FINAL NAD PROFELE - FROM SIA 10+00.00 TO SIA 11+47.71
80	788	UP.R.R. UCDISE ADECIMON

SHEET INDEX OF DRAWINGS



DRECTOR OF ENGINEERING, RCE 48790

RCE NO. 56155

OThienes Engineering, Inc. LIGHT ME PROSE

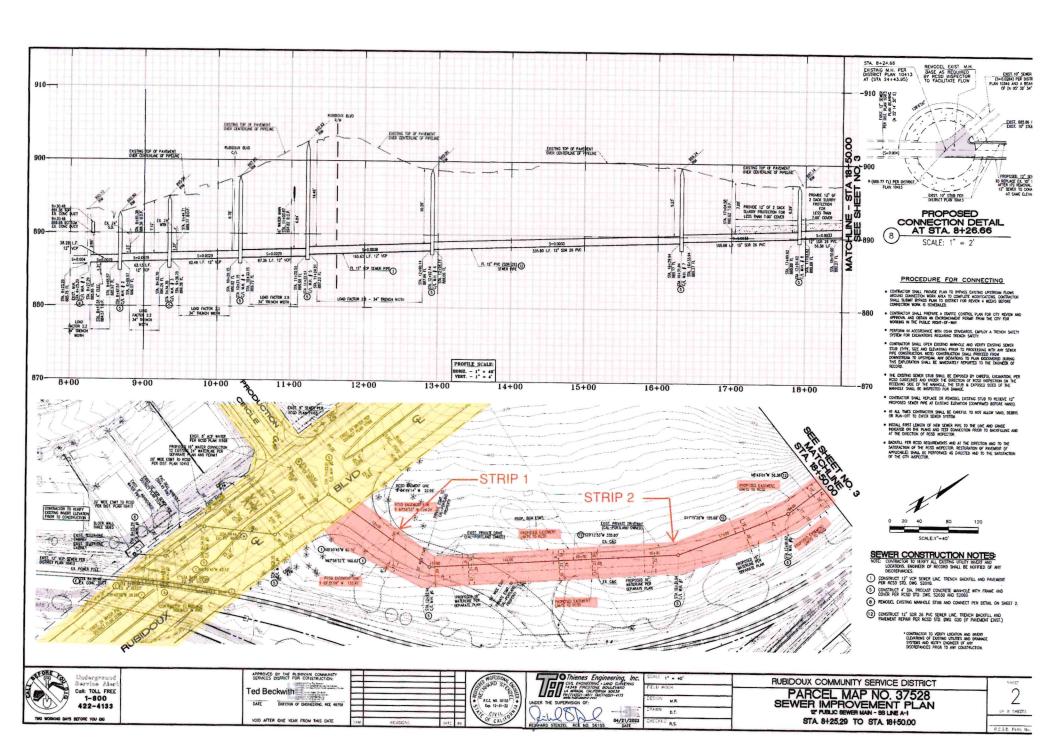
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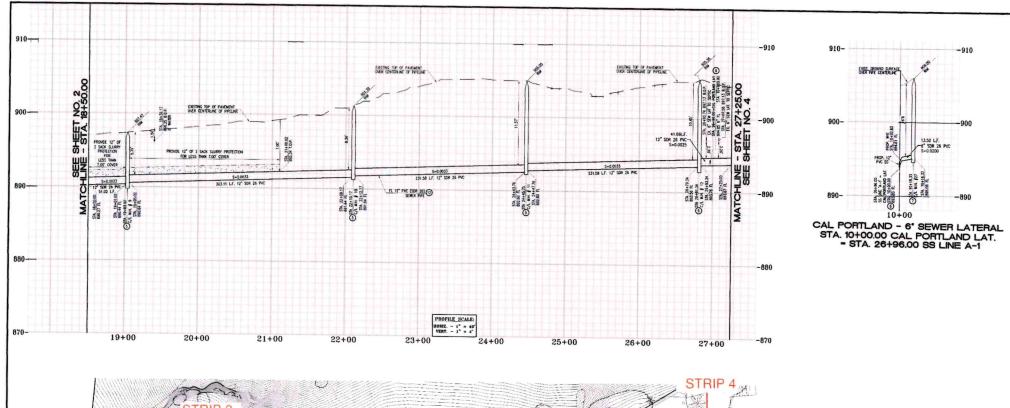
RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528

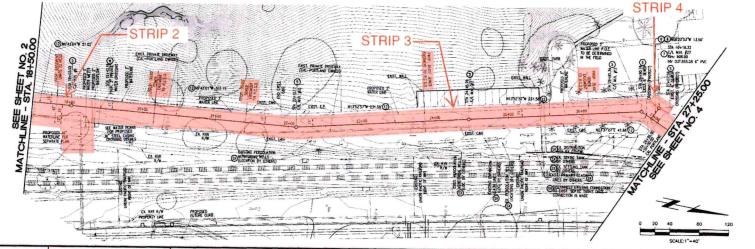
SEWER IMPROVEMENT PLAN TITLE SHEET

SHEET OF 8 SHEETS

F.C.S.D. FLAN No







SEWER CONSTRUCTION NOTES NOTE: CONTRACTOR TO VERFY ALL EXISTING UTILITY INVEST AND LOCATIONS, PLAGNETS OF RECORD, SAME ARE MODIFIED OF

- (2) CONSTRUCT 12" SDR 26 PMC SEWER LINE, TRENCH BACKFUL AND FAVEMENT REPAIR PER RCSD STD, DWG, G20 (IF PAVEMENT DOST.)
- ANTIMENT REPAIR FOR THOSE STIME (MINES, LEGAL INITIAL NICE GOURS)

 BY CLA-PORTIAND EXISTS. PERCOLATION WONTCRING WELLS SHALL DE REMOND BY
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 CAL-PORTIAND FACILITIES.



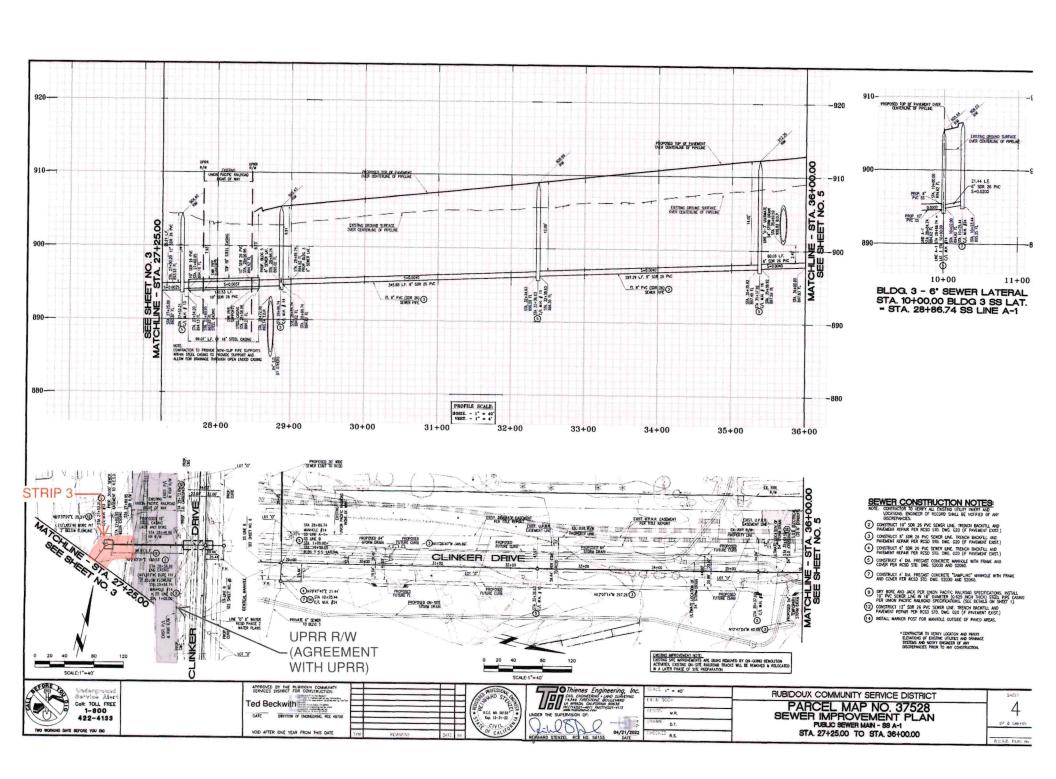
VOID AFTER ONE YEAR FROM THIS DATE

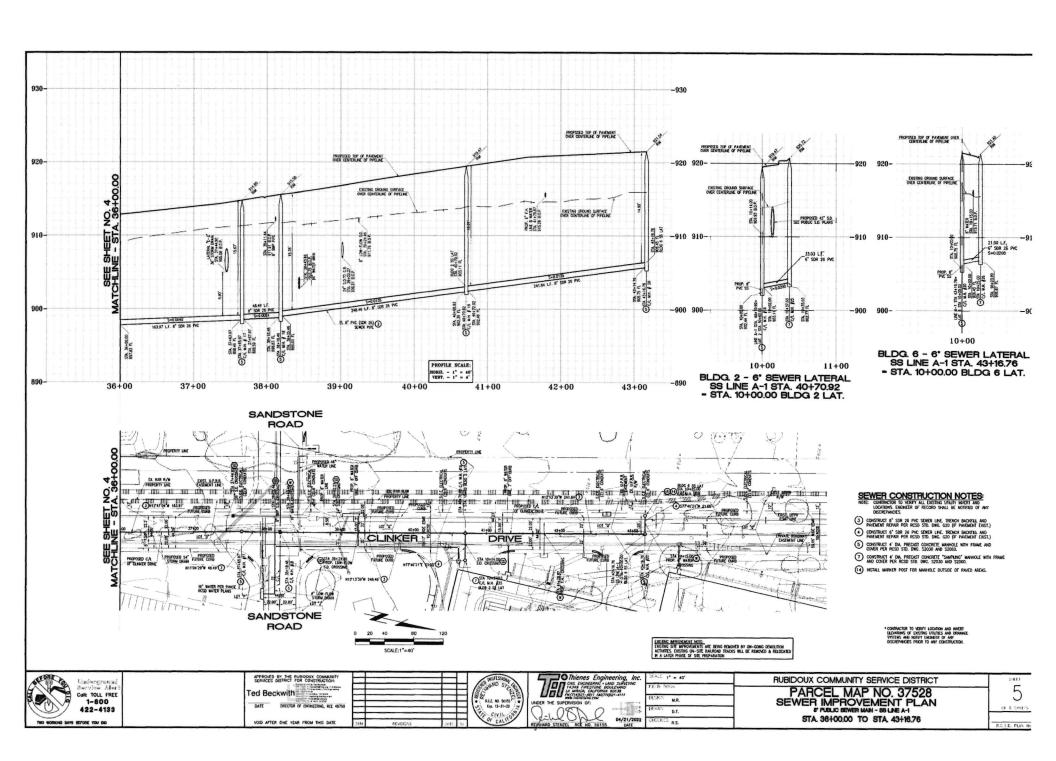


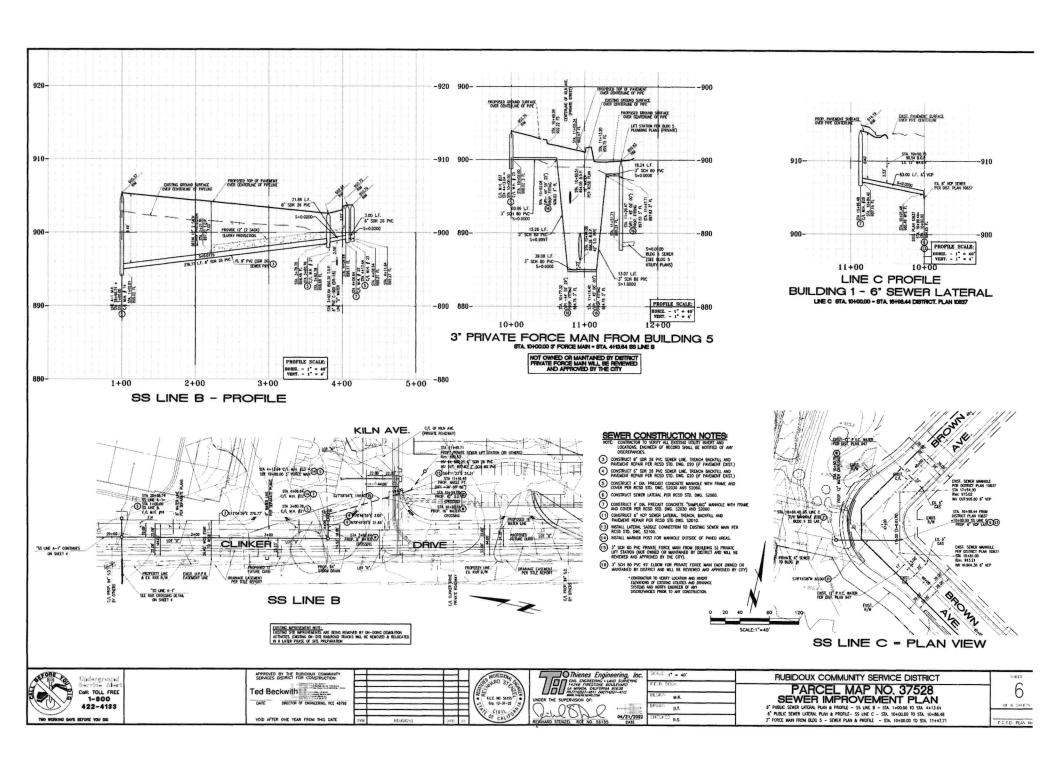


RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN 12 PABLIC SEWER IMM - 58 LINE A-1 STA. 18+50.00 TO STA. 27+25.00









August 13, 2021 Folder: 03248-45 TED BECKWITH

CUNITY SERVICES DISTRICT

Proposed One (1) Underground Ten Inch (10") PVC Sewage Pipe Encased in An Eighteen Inch (18") Steel Casing Pipeline Crossing of Railroad Property at Mile Post 6.9 on the Crestmer Ind. Ld at or next Crestmere Sex. Riverside Country, California

Attached is an original of the agreement covering your use of the Rultond Company's right of way. Please print two copies, esecute on your behalf and return ALL DOCOMENTS in one matiod packaged with a check for any payments required, as shown below to 1400 Dougha Street, Omaha, NE 6479-1690, Austr. Dealer Peters.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, if spanner earther future is required by your Entiry.

- Payment in the assured of Five Thomased Dellars (\$5.000.00) is due and payable to Union Pacific Railreas Company upon your execution of the apprenent Finns Include your payment, with Fadder No. 2024-845 mosted and teach desarment. If you require forms billings, you may consider this letter as a formst bill and that 94-6001233 is this Corporation's correct Federal Tapapore Mandificiation Number.
- Railonal Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at legar meta-faces.
- If we have not received the executed documents within six menths from the date of this letter, this ad offer of tax agreement is withdrawn and becomes null and void.

If you have any questions, please contact me as depeters 02@up.com.

artic Refrant Nati Extee 1400 Cougles Street Stop 1890 Omahe, Nationale 68179-1680 Is. (402) 501-0340

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

Daniel Peters Senior Manager - Real Estate

UNION PACIFIC RAILROAD COMPANY RUBIDOUX COMMUNITY SERVICES DISTRICT By: Ted Beckwith

Name Printed: Text Beckwith

Title: Director of Engineering

Papeline Crossing (NGR26 Last Modeline) 06/05/15

PIPELINE CROSSING AGREEMENT

Mile Post: 6.9, Crestmore Ind. Ld Location: Crestmore Spar, Rivervide County, California

THIS AGREEMENT ("Agreement") is made and entered into as of August 13, 2021, ("Effective Date") by and between UNION PACIFIC PALLROAD COMPANY, a Delaware corporation, ("Licenser") and RUBIDOCK COMMINITY SERVICES DISTRICT, to be addressed as 3590 Rubidous Blod, Juropa Valley, California 92509 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

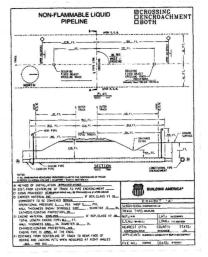
Article I. LICENSON GRANTS RIGHT.

- A. In consideration of the license for to be paid by Licensee are forth below and in further consideration of the constants and agreements to be positioned by Licensee. Licensee and constant and agreements to be positioned by Licensee. Licensee and consideration and agreement are to the constant and agreement and agreement are to the constant and agreement and agreement are to the constant and agreement are to the constant and agreement and agreement agreement and agreement agreement and agreement agreement and agreement a
- B. Liemore represents and warrants that Lierozer's Facilities will (i) only be used for one (i) undergood ins inch (107) PVC severge pipe occased in an eighten inch (177) steel causing pipelina crossing, and (ii) not be asked to coarray or other architecture, yiller optic coller, for farmy other understand, when the use is cortextly sectionally electrologically possible, or whetler such use its cortextly sectionally collecting on the architecture and the first of the architecture during the file of this Appearment.
- C. Licensee seksowstedges that if it or its contractor provides Licensor with digital imagery depicting Licensor's Facilities ('Digital Imagery'), Licensee sutherizes Licensor to tate the Digital Imagery in preparing Exhibit A. Licensor represents and warmant that through a licensor or entertain the tright to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said monner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensor shall pay to the Licensor a one-time License Fee of Five Thomased Dellars (\$5,000.09).

This Agreement shall take effect as of the Effective Date firm herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES' Section of Enablet B.



Article 4. LICENSFE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached herein or Enhibit B and made a gare hereof.

Article 5. INSURANCE.

- A. During the serm of this Agreement, Licensee shall fally comply or cause its commerce(s) to fully comply with the innurance requirements described in Epshibit C, attached bertes and made a para heroof. Upon request only, Licensee shall used copies of all instrumed commentation (e.g., centificates, endormentation, (e.g.) to Licensee at the address instead in the "NOTICES" Section of this Agreement.
- B. If Licensee is subject to statistic) limiting its insurance liability audior limiting its ability to obtain insurance in compliance with Exhibit C of this Agreement, those states shall apply.

Article 6. DEFINITION OF LICENSEE.

For propose of this Agreement, all references in this Agreement in Linears will include Learnest communities, to construct the contract of the

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

The waiver by Liceasee of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Liceasee shall in no way impair the right of Liceasor to avail itself of any remote yell or any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licenser shall not sauje this Agreement, in whole or in part, or any rights herein graded, without the written consent of Licenser, which must be requested to writing by Licenser. Any saulprates of particular stress of the saude of the particular stress of the saude of the particular stress of the saude of the saude of the particular stress of the saude of the particular stress of the Agreement particular to the "TERMINATION, REMOVAL OF LICENSEES FACILITIES Section of Stabiles II.

Upon Licensor's written consent to say assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unerforceable shall be invalid or unenforceable only to the examt of such determination, which shall not invalidate or otherwise tracks ineffective any other previous of this Agreement.

Article 11. NOTICES.

Article 10. SEVERABILITY.

Except Contract communications of work control) required under Estable B, sill other notices required to the contract control of the control

If to Licensor: Uzion Pacific Railroad Company
Atta: Analyst – Real Estate Utilities (Folder No. 03248-45)
1400 Deuglas Street, MS 1690
Ornale, Nebraska 68179

If to Licensee: RUBIDOUX COMMUNITY SERVICES DISTRICT
3590 Rubidoux Blvd
Jurusa Velley, California 92509

Article 12. SPECIAL PROVISION - CONSTRUCTION OBSERVATION.

Licensor requires Licensoe to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensoe is to directly coordinate services with the named inspector.

Relipros Field Services
Email: RP_Utility@railpros.com
Phone (682)213-5271

EXHIBIT B GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- high. A The foregoing great is subject and subordance to the prior and continuing right and obligation of Licensor to use and municia is centire properly including the right and power of Licensor to communic, making the prior of Licensor to a communication of the contraction of the property, all or any of which casy he firstly dance at any time or times by Licensor without infinitely not Licensor to the product of the contraction of the contracti
- B. The foregoing grout is also subject to all outstanding superior rights (including those in favor of licenses: and leases of Raiboad Property) and the right of Licenses to recav and extend the same, and it made without overwant of the or for quiet originates. It shall be Licenses viole official to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS: PERMITS.

- A License's Facilities will be designed, constructed, operated, maintained, reparted, removed, moniford, reconstructed, removed, or shortdood in place on Rational Property by License or to construct as License and an active confirmed with (1) thereof's versure tonginarities, to construct as License's substituted and search confirmed with (1) thereof's versure tonginarities, operations and facilities ("UP Specifications"), except for versiones approved in advance in versing by Licenses's Assistant for the Property Confirmed and Property and Licenses, in its self-circutties. Licenses's Assistant for Property Confirmed and Confirmed and Confirmed and Applications and Specifications's, market for the Confirmed Applications's Administration and supplicated forces Rational Administration and supplications's confirmed and supplicated forces Rational Administration and supplications's confirmed and supplications's con
- B. Licenses shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and ground Licensee's Facilities even with the surface of the adjacent ground.
- C. If norded, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform say work on Licensee's Facilities.

Sertion 3. NOTICE OF COMMENCEMENT OF WORK: EMERGENCIES.

A. License and in contractor are airedy probabiled from commercing any work associated with Lenenger Facilities without Licenser's written approval than the week will be in strict compliance with the "TRAVINEEDERNO FACIONEDERNIST FERMITIS" SECURITY FERMINIST S

- B. Liceasee shall not commence say work upsil: (1) Liceasee has determined whether flagging or other special protective or ackey newsaters ("Selfey Messzere") are required for performance of the work persuants to the "FALGORN" Section of this attailed it and provided Liceasee without authorization to commence work: and (2) Liceasee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this Eabilit B.
- C. If, at any time, an energymey arises involving Licensor's Facilities, Licensor or its constructor shall immediately contact Licensor's Response Management Communications Center at (885) 877-7267.

Section 4. FLAGGING.

- Fellowing Licenser's action to Licenser's Field Representatives required under the NOTICE OF COMMINICATION OF WORK, PARTICIPACIES Section of the Eable R accessor and the Committee of the Commit
- B. If my Soldy Monons any periodical provided by Livenous, including the not limited to figure, Livenous and the Il Livenous of the objects between the fivenous dates. It knows of the fidential dates are likely and the livenous dates and foliated monons of the fidential dates are livenous from the fidential dates and the livenous in the Sold foreign date submitted and foreign dates and the livenous of the fidential dates are livenous dates and the livenous dates and the livenous dates and the livenous dates are livenous of the fidential dates are livenous of the fidential dates are livenous foreign dates and the livenous periodical or subfidness on the field has the Appenents.
- that Licensee is not indeved of stay of responsibilities of satellines on lateria to that Agriculture is the Conference of the Conference
- Extendentwent to Licenser will be required covering the full right-hour day during which by flagger is formished, when the flagger can be entired to the flagger is dependent to the flagger is expected in other misses when the flagger is expected in other projects for which receives the regions to see that the required for the proper for which receives the regions to up the flaggers and which could not reasonably be would by Licenser in regions to up the flaggers and which could not reasonably be would by Licenser in regions to the flagger and the could be proper for which the could be received by the region of the could be considered by the could be presented by the could be prese

Underground Service Aleri Call: TOLL FREE 1-800 422-4133

APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION: Ted Beckwith VOID AFTER ONE YEAR FROM THIS DATE





SCALE 1" - 40" FIELD BOOK DRAWN D.T. 04/21/2022 CHECKED R.S.

RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN U.P.R.R. LICENSE AGREEMENT

SHEET OF 8 SHEETS

five (5) days notice prior to the creation of the need for a flagger, if five (5) days notice of constition is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for the purels. An additional not (16) says notice must then be given to Licensee if flagging services are needed again after such five day censation notice has been given to Licensee.

A. Sidey of personal, property, nel operations and the public in of paramount importance in the procession of any west on Stational Property performed by Licensee or in contraction, and side proceedings over any own of a Research Valledon to be performed Licensee or in contractions. Licensee shall be responsible for institute, maintaining and supervising all solery water contracts and a see a supervision of the supervision of t

Later Pacific Corners Safety Requirements

- Licensee shall keep the job size on Raitonal Property few from safety and health bazards and ensure that their employees are competent and subquately trained in all safety and health aspects of the work.
- Licenser's operations and work performed by Licenser's personnel may resuse daily in Licenser's or its uncertexfr work on Licenser's Facilities. Licenser scopes their ideal agent Oats Licenser or its uncertexfr work on Licenser's Facilities. Licenser scopes their ideal agent Oats Licenser Licenser and Licenser and Licenser Services and Licenser Fried Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK, IMMERGENCIES" Services of the Likelies.
- E. Licenser shall have the right, if it so elecus, to provide any support in docums necessary for ministrancer, repair, moved, anotherior, relocation, constraints, in the creat Licenser's operations and tracking during Licenser's features. In the creat Licenser provides such support, Licenser shall covide Licenser, and Licenser shall per Licenser shall not be a Licenser shall per Licenser shall not support to the Licenser shall per Licenser shall
- F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licenses's Facilities only upon the prior authorization from and under the direction of Licenses's Field Representatives. Licensee represents and warrants that is use of UAS on Relatival Property will comply with Licenses's these-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, gachasting may requisible Policard Austino Andomisarions regulations and enactments provincing to UAS.

North Y (June 10: UP Fapenessis Perpension's approach of Linearch registration for the control of the Control o

- The state of the s
- E. In the event that Licensor fails to complete any of the Restoration Work, Licensor may, but in not deligated, to perform the Restoration Work, Any much work actually performed by Licensor will be at the cost and experient of Licensor. On the event that Licensor perform any of the Restoration Work, Licensor Shall release Licensor from any and all loss (defined in the "DIDENSTY" Section of this Easthand By airing out of related to Licensor's performance of the Restoration Work.
- F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit 8), accrued or otherwise, which may have arises prior to such termination.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

EDUTECTION OF THERE OFFICE CARD. ENTERMS

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Section 7. LICENSEE'S PAYMENT OF EXPENSES.

- Licensee shall bear the entire cost and expense of the design, construction, mointenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.
- modification, reconstraints, report, recovers, revision, reconstraints, reconstraints, reconstraints, report, and recovers of the contraction, modification, reconstraints, resolutions, reconstraints, resolutions, reconstraints, resolutions, recovers, recov
- C. As at first in the "TLAGGINO" Section of the Eshibit B, Lierzer shall have the right, if it we dent, to provide any Sefry Measures Lierceae domin accessary for the surface of Leonard Comparisons and Indexes, to provide any Sefry Measures Lierceae domin accessary for the surface of Leonard Comparisons and Indexes, antilizence, medium control of the Comparisons of the Comparison of the Comparisons and Indexes of the Comparison of the Comparisons and Indexes of the Comparison of the Comparison

Section 6. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is nelpost to Licensor's safe and efficient operation of its railroad, and continued ans and improvement of Railroad Property (collectively, 'Railroad's Lie'). Accordingly, Licensee adul, at it also cont and exposus, modelly, reconstruct, and railroad, terms, review, relations, or emotion (full-visually, 'Modellicasium', or reflexively, 'Modellicasium') of or any proton of Licensor Facilities and Licensor up (and proton or description), the forbetters or follational of the control o

B. Upon any Modification of all or any portion of Lionasci's Facilities to atombre hostion on Ruband Property, Lionasce and Lionasce thall execute a Supplemental Agreement to the Ruband Ruban

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensee in connection with the construction, maintenance, modification, reconstruction, repair, mercual, revision, relocation, or removal of Licensee's Facilities, the, Licensee shall, so some appealshe and Licensee's solve conductions, revision Licensee's property to the name condition as the same were before such property was needed of disturbed.

Section 10. INDEMNITY.

Definitions. As used in this Section:

- "Licensee" includer Licensee and its agents, contractors, subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
- "Loss" includes chims, suits, taxes, loss, damages (including pusitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, lend, elemands, actions, causes of exciso, fines, penalize, interior, and expenses of my rature, including court costs, reasonable attorneys'
- B. Licentee shall release, defend, indemsity, and hold harmless Licensor from and against any and all loss, even if groundlers, fundadent, or false, that directly or inderectly arises out of or in related to License's connectation, materianst, condification, recountender, require, present, servine, relocation, reserval, processes, use, or operation of License's Fucilities, including, but not limited to, any sextual or allegor?
 - Bodily harm or personal injury (including say emotional injury or disease) to, or the death of, any person(r), including, but not limited to, Licensee, Licensee, any telerocumunications company, or the agents, contractors, sub-ountexctors, sub-sub-contractors, or confusivos of the foregrating:
 - Durnage to or the distarbance, loss, movement, or destruction of Railroad Property, including loss of use and diminuation in volue, including, but not limited to, any toleromemoriasion assumed to or fiber costic cable(s) or or near Railroad

Property, any property of Licenson or Licenson, or any property in the care, custody, or control of Licenson or Licenson;

3. Removal of person(s) from Railroad Property;

- 4. Any delays or interference with track or Railcond's User caused by Licensea's activity(ine) or Railcond Property, including without limitation the communition, resistences, resolutions, reconstruction, repetal, retrieval, revision, relocation, or removal of Licensee's Facilities or any part aboved, any activities, labor, materials, opigeness, or menhousey in conjunction therewise's.
- Contents escaping from Licensor's Facilities, including without limitation any actual
 or alleged pollution, contemination, breach, or covironmental Loss;
- Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warrantics Licenson has made in this Agreement; and
- Violation by Licensee of any law, statute, ordinance, governmental order, rule, or regulation, including without limitation all appli Railroad Administration regulations.
- THE PROFESSION GUILDATIONS SHULL APPLY TO THE RYLLEST EXTENT PROFESSION COLLEGATIONS SHULL APPLY TO THE RYLLEST EXTENT PROFESSION COLLEGATION TO LOSSES CALVED BY A MAY BE LOSSES CALVED BY A MAY BE LOSSES SHULL APPLY AND THE RYLLEST BY A MAY BE LOSSES SHULL RESIDENCE OF COLLEGATIONS TO LICENSON SHULL AND THAT RESPECT, NOTWITHETA-MORGODIST CONTROL AND THE LOSSES SHULL RESPECT THE LOSS IS CARASID BY THE SELECT ATTER AND SHULL APPLY AND DESERT SACLEMENT AND SHULL APPLY AND DESERT SACLEMENT AND ADDRESS HELD AND THE AND THE RYLLEST SACLEMENT AND ADDRESS HELD ADDRESS AND ADDRESS AND

Section 11. TERMINATION: RUMOVAL OF LICENSEE'S FACILITIES.

- A. If Licensee does not use the right horsis granted on Licensee's Facilisis for one (1) year, or if License continues in definit in the performance of any provision of this Approxect for a protein with the probability of the performance of the probability of the performance of
- B. In addition to the provisions of Frangraph "A" above, this Agraement may be terminated by written notice given by either party, without exact, soon thirty (30) days written notice to the not-terminating party at the address lined in the "NOTICES" variels of this Agraement. This Agraements will not terminate until Licensee compiles vital Paragraphs "C" and "D" of this Section found below.
- C. Prior to the efficacive date of any territorion described in this Section, Licensec thell ratherst a application to Licensec's online Utility Contract System at the ligh for Livensec's removal, or if applicable abandamentar in place of Licensec's Facilities intented on Ratherd Property (Famouval Abandament

EXHIBIT C

INSURANCE REQUIREMENTS In accordance with Article 5 of this Agreement, Licensee shall (1) procure and resistain at its sole cost and expense, or (2) require its Contractor(a) to procure and maintain, at their sole cost and expense, the following insurance coverage:

- A. Commercial General Liability Linearpase, Commercial general liability (CGL) with a limit of two less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insulance manuals by written on ISO occurrence from CG 09 01 12 04 (or a substitute form providing equivalent coverage).
- The policy must also coests the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:
- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing regardent coverage) showing "Union Pacific Railroad Computer Property" as the Designated Job Site.
- B. Business Antomobile. Cractate Immanate. Business nato coverage within on 150 feets CA 00 ft 10 ft (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 ft each actisities, and coverage must include liability arising out of any nato (including owned, birtol, and non-owned autos).
- The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:
- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designator Job Site.
- C. <u>Workers' Companyation and Employers' Liability Insurance</u>. Coverage must include but not be limited to:

- D. Exceptional Liability Instances. For incommon Liquid Liability Instance (EL1) applicable to bodily injury, properly damage, including loss of use of damaged property of appropriate has not been played by injury. In the street, the same control of the same played by injury of the street, the same control of the same contro

this insurance must apply us if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of all least \$2,000,000 per lens, with an amount agregate of at least \$4,000,000.

- Licenser warment that any remunelve date applicable to BLL instrume coverage under the policy is the same are preceded the Effective Date of this Agreement, and that continuous coverage wather to underside first provided of the 10 years beginning from the since the water darks all Agreement is complicate or if coverage is exempted for the 10 years per darks the provided discovery period, if any, will be serviced for the analysms total efforces.
- be exercised to the descriment when increase.

 A substitute of the descriment is a substitute of the descriment of the description of
- F. <u>Umberille or Facess leasurance</u>. If Licensee utilizes umbrells or excess policies, and these policies mast follow form and afford no less coverage than the primary policy.

Other Regulrements

- C. All policy(se) required above (recupt business automobile, worker) componation and exployers' hability) man included. Liessees of "Auditational laxured values (SO Additional laxured Endowment CO 30 56 or submittees formed) providing quantient coverage). The coverage permittee is cleaners as subditional sound and fails whe in their by Liessees' Hability worker is subcrowed providing providing quantient coverage. The providing providing providing coverage for the providing providing the providing providing and providing providing the providing providing the providing providing providing the providing providi
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.
- Licensee waives all rights of recovery, and its moures also waive all rights of subregation of dearnages against Licenser and its agents, officers, directors and employers for damages covered by the waiter's composation and employers' lishibly or commercial turnificate er sensor lishibly obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the conflicted of binarises.
- All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Razing of A. and Class VII or better, and authorized to do business in the static(s) in which the work is to be performed.
- is. The fact that insurance is obtained by Lienasce will not be deemed to release or diminish the liability of Lienasce, including, without limitation, liability under the indemnity provisions of this Agreement. Damagne recoverable by Lienasce from Lienasce or any third party will not be limited by the amount of the required insurance coverage.



APPROVED BY THE RUBIDOUX COMMUNITY SERVICES DISTRICT FOR CONSTRUCTION: Ted Beckwith DATE DIRECTOR OF DIGNEERING, RICE 48798 VOID AFTER ONE YEAR FROM THIS DATE

SYM



UNDER THE SUPERVISION OF:

OThienes Engineering, Inc.

OTH DISNETTING BOLLDWING

LASS PRESTONE BOLLDWING

LASS PRESTONE BOLLDWING

MINISTER BOLLDWING

MI DRAWN 04/21/2022 DATE

SCALE 1" - 40" FIELD BOOK CHECKED R.S.

RUBIDOUX COMMUNITY SERVICE DISTRICT PARCEL MAP NO. 37528 SEWER IMPROVEMENT PLAN U.P.R.R. LICENSE AGREEMENT

8 OF 8 SHEETS

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement dated December 16, 2022 from AGUA MANSA COMMERCE PARK PHASE 1, LLC Grantor, to RUBIDOUX COMMUNITY SERVICES DISTRICT, a public agency, is hereby accepted by the undersigned officer on behalf of the Rubidoux Community Services District pursuant to authority conferred by board action on January 5, 2023, and the grantee consents to the recordation thereof by its duly authorized officer.

RUBIDOUX COMMUNITY SERVICES DISTRICT

E	By:
Dated:	
ATTEST:	
Brian R. Laddusaw	
General Manager	
Rubidoux Community Services District	

CERTIFICATE OF ACCEPTANCE

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RUBIDOUX COMMUNITY SERVICES DISTRICT

	By: Bernard Murphy President of the Board Rubidoux Community Services District
Dated:	Rubidoux Community Services District
ATTEST:	
Brian R. Laddusaw	
General Manager Rubidoux Community Services District	
Rubidoux Community Bervices District	

11. UPDATE ON WATER SUPPLY ACTIONS BY METROPOLITAN WATER DISTRICT: **DM 2023-03**

Rubidoux Community Services District

Board of Directors

Bernard Murphy, President John Skerbelis, Vice-President Armando Muniz F. Forest Trowbridge Hank Trueba Jr.

General Manager Brian R. Laddusaw



Water Resource Management

Refuse Collection

Street Lights

Fire / Emergency Services

Weed Abatement

DIRECTORS MEMORANDUM 2023-03

January 5, 2023

To: Rubidoux Community Services District

Board of Directors

Subject: Update on Water Supply Actions by Metropolitan Water District

BACKGROUND:

Metropolitan Water District ("MWD") on average imports about half of the water used in Southern California from the Colorado River and from the northern Sierra, via the State Water Project ("SWP"). The tributary to the Colorado River has been in a 20-year drought period, and the last 3-years in California have been the driest in California's recorded history. This has resulted in Lake Mead and Lake Powell at their lowest water levels since they were being filled when built and record low SWP deliveries.

The attached news release from by MWD dated December 14, 2022 provides a high level overview of the water supply problems facing Southern California and MWD agencies dependent on MWD imported supplies. In the absence of a greater than normal wet winter, there will be continued calls for water conservation. MWD in 2008 adopted its Water Supply Allocation Plan ("WSAP") allowing it to make mandatory water conservation requirements and assess surcharges if agencies exceed their imported water supply allocation. Per the Draft resolution of MWD, MWD is declaring a regional drought condition for its entire service area and calling all MWD member agencies to:

- 1. Review the adequacy of their current drought response measures.
- 2. Make all reasonably practicable changes in their operations to reduce their use of MWD's SWP and Colorado River supplies, including those already in storage.
- 3. Immediately mandate and implement such conservation requirements, water-use efficiency measures, and drought-related limitations as appropriate to reduce the use of MWDs SWP and Colorado River supplies, including those already in storage. These measures should reflect actions identified in adopted

Water Supply Conservation Plans ("WSAP") at a minimum Level 2 and recommended Level 3 as appropriate for their specific local conditions.

Western Municipal Water District ("Western") is a member agency of MWD and as such Western is subject to MWDs WSAP. It is anticipated Western will pass through water supply allocations and surcharges consistent with MWDs WSAP on all agencies within its service area. The water supply allocations will be on imported supply, which Rubidoux Community Services District ("District") currently does not receive.

Although the District currently receives no imported water supply and continues to have sufficient local groundwater supplies, obtaining access to imported water supply remains a long-term goal of the District. Imported water supply will improve water quality, and diversity of the District's overall supply portfolio. MWD and the state of California are realizing continued investment in storage, and conveyance along with recycling will better address capture and use of available supplies during cyclical drought conditions. Historically the state and MWD have been reliable in meeting water supply needs, and it is anticipated this will continue.

As the Board may recall the District worked with several agencies to MWD to wheel up to 2,000 AFY of low TDS imported water to the District through a physical interconnection with West Valley Water District. A five-party agreement was approved by four of the five involved water agencies, with MWD not approving due to water supply concerns over the past two years. The District needs low TDS water to use as a diluent to lower the TDS concentration of its wastewater sent to the City of Riverside. Staff continues to monitor this matter with Western as a member agency of MWD and working with Western for other alternatives to increase low TDS water supply to the District. Other water supplies being investigated include purchase and conveyance of local groundwater supplies within the Bunker Basin. If these supplies can be secured, they would be wheeled through the same facilities the District would use to get imported MWD water to West Valley Water District and then to the District. The District has already designed the physical intertie with West Valley Water District and ready to bid and build once securing an agreement with MWD for imported water or securing an agreement for local groundwater out of Bunker Basin.

In late December 2022, the District received and reviewed a revised agreement from MWD which is materially the same as the agreement approved by the Board in 2022. This revised agreement is editorial in nature but the content and intent are the same as that approved by the Board previously. Staff has obtained an opinion from District Counsel that this agreement does not need new board action for expediency of approval from all five parties but is included as an attachment to this DM for Board review. Western Municipal Water District also is not going back to their board with these editorial changes.

This Directors Memorandum is informational only and no action is requested. Staff continues to monitor state, MWD, Western and local agency actions related to water supply with the goal of securing a physical connection to enhance water supply and quality.

Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

RECOMMENDATION:

Informational only, no action requested.

Respectfully,

BRIAN R. LADDUSAW

General Manager

Attach:

- 1. MWD News Release dated December 14, 2022
- 2. MWD draft Resolution Declaring a Regional Drought Emergency
- 3. Draft of Editorial Changes to Prior Agreement



The Metropolitan Water District of Southern California

NEWS RELEASE

P. O. Box 54153, Los Angeles, California 90054-0153 • (213) 217-6485 • www.mwdh2o.com

Contacts: Rebecca Kimitch, (213) 217-6450; (202) 821-5253, mobile, rkimitch@mwdh2o.com Maritza Fairfield, (213) 217-6853; (909) 816-7722, mobile, mfairfield@mwdh2o.com

Dec. 14, 2022

REGIONAL DROUGHT EMERGENCY DECLARED FOR ALL OF SOUTHERN CALIFORNIA Entire region called on to further cutback water use as all imported water supplies stressed by drought, climate change

Preparing for a fourth consecutive dry year, Metropolitan Water District's Board of Directors has declared a Regional Drought Emergency for all of Southern California and called upon water agencies to immediately reduce their use of all imported supplies.

In adopting the resolution on Tuesday (Dec. 13), Metropolitan's board warned the water-saving call could become mandatory if drought conditions persist in the coming months. By April, Metropolitan will consider allocating supplies to all its 26 member agencies, requiring them to cut their use of imported water or face steep additional fees on water purchased from Metropolitan.

"Since this drought began, we have been steadily increasing our call for conservation. If we don't have an extremely wet winter, we will need to elevate to our highest level – a water supply allocation for all of Southern California. Substantial and immediate conservation now and in the coming months will help lessen the potential severity of such an allocation," Metropolitan General Manager Adel Hagekhalil said.

Both voluntary and mandatory conservation measures will be implemented by Metropolitan's member agencies at the local level, based on their particular water-supply circumstances. Agencies with available local supplies may be able to rely on that water to replace necessary reductions in imported water use.

Metropolitan on average imports about half of the water used in Southern California from the Colorado River and from the northern Sierra, via the State Water Project. Use varies by community, with some relying almost entirely on imported water, and others using very little. In recent years, these imported supplies have been extraordinarily stressed by prolonged drought, exacerbated by climate change.

The past three water years were the driest in California history, resulting in record-low SWP deliveries to Southern California. The limited availability of these water supplies has been particularly felt by communities that depend on them and cannot receive Colorado River water, because of infrastructure constraints.

These SWP-dependent communities – home to nearly 7 million people – have been under mandatory drought restrictions since June. Under Metropolitan's <u>Emergency Water Conservation Program</u>, affected agencies have either been living within volumetric limits or have restricted outdoor watering to

one day a week. Those mandatory measures will continue in these SWP-dependent communities through June 2023, and possibly longer if substantial rain and snow this winter doesn't bring relief to California's drought.

While the rest of Southern California has largely been able to turn to Colorado River supplies and stored water to survive the state drought, Hagekhalil acknowledged the availability of those supplies is dropping.

The long-term drought in the Colorado River Basin has left lakes Mead and Powell dangerously close to levels that would no longer allow water to be released for use by cities and farms. In response, the federal government has called on Colorado River water users to curtail their use in 2023 and 2024 by as much as 4 million acre-feet a year – the total amount used by California in a year. And if voluntary cuts cannot be achieved, federal officials have initiated a process to mandate sizeable reductions.

Metropolitan is preparing for additional reductions to its Colorado River supplies as soon as next year and beyond. These reductions would be in addition to water Metropolitan will likely have to contribute to keep levels in Lake Mead higher in 2024-26, as previously agreed under the 2021 Drought Contingency Plan.

"Conditions on the Colorado River are growing increasingly dire. We simply cannot continue turning to that source to make up the difference in our limited state supplies. In addition, three years of California drought are drawing down our local storage," board Chairwoman Gloria D. Gray said.

While taking steps to reduce demands in the immediate-term, Metropolitan is also making big investments in sustainable, climate change-resilient local supplies for the entire region. The agency is developing what could be one of the largest recycled water facilities in the world – <u>Pure Water Southern</u> California. Still, until these projects are complete, conservation is critical during dry periods like now.

"Some Southern Californians may have felt somewhat protected from these extreme conditions over the past few years," Gray said. "They shouldn't anymore. We are all affected."

With up to 75 percent of all water used in Southern California used for irrigating yards and gardens, outdoor conservation offers a big opportunity for water savings, particularly in the winter. Southern Californians are encouraged to reassess the irrigating needs of their lawns and gardens during the winter. Cooler temperatures and wetter weather can dramatically reduce watering needs. For more information, visit bewaterwise.com.

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The Metropolitan Water District of Southern California is a state-established cooperative that, along with its 26 cities and retail suppliers, provides water for 19 million people in six counties. The district imports water from the Colorado River and Northern California to supplement local supplies, and helps its members to develop increased water conservation, recycling, storage and other resource-management programs.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA REAFFIRMING DECLARING A REGIONAL DROUGHT EMERGENCY AND CALLING ON MEMBER AGENCIES TO TAKE SPECIFIED ACTIONS

WHEREAS, Severe Drought Conditions Are Impacting Water Supplies Imported from the Colorado River and Northern California.

Metropolitan's two primary sources of imported water, the Colorado River and the State Water Project (SWP), face continuing drought.

The Colorado River is experiencing a prolonged 22-year warming and drying trend.

The three-year sequence of water years 2020, 2021, and 2022 (October 1, 2019, through September 30, 2022) were the driest in California for statewide precipitation.

According to the National Oceanic and Atmospheric Administration's (NOAA) U.S. Drought Monitor, California remains in almost 100 percent moderate-to-exceptional drought as of November 29, 2022.

In the past three years, warm temperatures and arid soils depleted the expected runoff water from the Upper Colorado River Basin snowpack and Northern Sierra snowpack into SWP reservoirs.

Unregulated inflow into Lake Powell in the water year 2022 (October 2021 through September 2022) was only 63 percent of normal.

The United States Bureau of Reclamation (USBR) announced a first-ever Level 2A shortage declaration for 2022 for the Colorado River System.

On August 11, 2022, Governor Newsom announced California's latest actions to increase water supply and adapt to more extreme weather patterns caused by climate change in a document called "California's Water Supply Strategy, Adapting to a Hotter, Drier Future." The strategy recognizes that the American West is experiencing extreme, sustained drought conditions caused by hotter, drier weather.

WHEREAS, Deteriorating Colorado River Supply Is Focusing Attention on California's Water Use

The Colorado River system has been continuously in drought since 2000. Lake Mead and Lake Powell were nearly full in 2000; however, both reservoirs are now at their lowest levels since initial filling. Without additional action, Lake Mead elevation levels are projected to decline further.

In December 2021, the United States Department of the Interior (DOI) and water agencies within Arizona, California, and Nevada agreed to the 500+ Plan. In the 500+ Plan, water agencies in the three states voluntarily committed to conserving an additional 500,000 acre-feet (AF) in both 2022 and 2023 to protect Lake Mead elevation levels further.

In June 2022, USBR Commissioner Camille Touton announced that Colorado River users need to reduce use by two to four million AF per year to protect Lake Powell and Lake Mead operations.

In August 2022, the USBR declared the first-ever Level 2A shortage for the calendar year 2023. Under a Level 2A shortage, Arizona, Nevada, and Mexico must agreed to contribute water under the Drought Contingency Plan (DCP).

In October 2022, California water agencies submitted a proposal to the USBR to <u>voluntarily</u> reduce an additional 400,000 AF of water in Lake Mead in each of four years, beginning in 2023 and lasting through 2026.

WHEREAS, the State of Emergency Exists in All California Counties Due to Severe Drought Conditions.

On October 19, 2021, Governor Newsom proclaimed a state of emergency in all California counties due to severe drought conditions. This proclamation called for all Californians to voluntarily reduce their water use by 15 percent immediately.

The proclamation further directed: (1) the California State Water Resources Control Board (SWRCB) to develop regulations prohibiting wasteful water use; and (2) <u>the California Department of Water Resources (DWR)</u> to help local agencies alleviate acute potable water shortages.

The SWRCB adopted emergency regulations to prohibit wasteful water use on January 4, 2022, and on November 23, 2022, proposed to extend these regulations for another 12 months.

On March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22 calling on all Californians to strive to limit summertime water use and to use water more efficiently indoors and out.

Executive Order N-7-22 required that urban water suppliers implement, at a minimum, the shortage response actions of their Water Shortage Contingency Plans (WSCP) for a shortage level of up to twenty percent (Level 2). The Executive Order also encourages urban water suppliers to conserve more than Level 2 target by voluntarily activating more stringent local requirements based on a shortage level of up to thirty percent (Level 3).

WHEREAS, Metropolitan's SWP Supplies Are Curtailed.

Beginning in the fall of 2019, the watersheds supplying the SWP received below-average precipitation. DWR classified the three following water years as dry or critically dry.

The three-year sequence of water years 2020, 2021, and 2022 (October 1, 2019, through September 30, 2022) were the driest in California for statewide precipitation.

On March 18, 2022, DWR reduced the SWP Table A allocation for 2022 from 15 to only five percent of contract amounts. Table A allocations for 2020 and 2021 were 20 and five percent, respectively. The last three years mark the lowest three-year combined deliveries of allocated water in the history of the SWP.

In 2022, DWR used a provision of the SWP Contract (Article 18(a)) to allocate water on a basis other than Table A to meet minimum demands of contractors for domestic supply, fire protection, or sanitation during the year. Contractors that received these human health and safety (HH&S) deliveries are required to pay back to DWR future Table A water on a one AF to one AF basis within five calendar years.

On December 1, 2022, DWR announced an initial allocation for the SWP at five percent of contract amounts. DWR also provisionally allocated additional SWP water to ensure that the SWP contractors can meet their HH&S needs during the year.

WHEREAS, Metropolitan's SWP Supplies Are Essential to Meet the Needs of All Member Agencies.

Over the past 20 years, the SWP provided about 30 percent of the region's water needs.

Diamond Valley Lake, Metropolitan's largest surface water reservoir and source of dry-year and emergency water supplies, has only been replenished with SWP supplies since the discovery of Quagga mussels in Colorado River water. As of December 1, 2022, storage in Diamond Valley Lake was 497,000 AF, or 61 percent of capacity.

A SWP allocation of less than 15 percent would be insufficient to meet normal potable demands in areas where Metropolitan depends on the SWP to meet its member agencies' needs, nor can it serve SWP supplies to other member agencies or replenish storage in Diamond Valley Lake.

WHEREAS, Metropolitan, Its Member Agencies, and Others in the Region Have Taken Extraordinary Steps to Reduce Demands and Bolster Supplies.

In conjunction with its member agencies, counties, cities, and wholesale and retail water suppliers, the Metropolitan service area has decreased its potable water demands within its service area by 40 percent, roughly 80 gallons per person per day, since 1990.

Metropolitan invested \$1.6 billion in conservation, local water recycling, and local groundwater recovery since 1990, resulting in cumulative savings of nearly 7.9 million AF.

Metropolitan invested more than \$3.1 billion in increasing storage capacity with Diamond Valley Lake and conveyance capacity with the Inland Feeder to capture SWP supply when available for later use in dry years.

Metropolitan and its Member Agencies and Local local water suppliers and communities have also made strategic and forward-looking investments in water recycling, stormwater capture and reuse, surface and groundwater storage, seawater desalination, and other strategies to improve drought resilience.

Water conserved throughout the service area, among other things, helped preserve storage in Metropolitan's diverse storage portfolio during these dry conditions.

Continued action by Southern California residents to conserve water and extend local groundwater and surface water supplies, along with continued investments to secure additional water supplies will provide greater resilience if the drought continues in future years.

WHEREAS, Metropolitan and Its Member Agencies Have Taken Specific Actions to Preserve SWP and Colorado River Supplies.

On August 17, 2021, by Minute Item 52481, Metropolitan's Board adopted a resolution declaring a "Condition 2 – Water Supply Alert" to preserve Metropolitan's supply for the region.

On November 9, 2021, by Minute Item 52581, Metropolitan's Board adopted a resolution recognizing the statewide drought emergency, declaring specified emergency conditions to exist within portions of its service area, and calling on member agencies to take various actions to preserve Metropolitan's supply from the SWP.

On April 26, 2022, by Minute Item 52802, Metropolitan's Board adopted a resolution declaring a Water Shortage Emergency Condition and established an Emergency Water Conservation Program (EWCP) for member agencies within the SWP Dependent Area.

On June 30, 2022, Metropolitan submitted its Annual Water Supply and Demand Assessment to DWR. This assessment showed a potential shortage of 44 percent without WSCP actions. Metropolitan's actions under the Board-adopted WSCP to date include: (1) withdrawing water from storage accounts; (2) executing flexible supplies such as water transfers; and (3) implementing voluntary demand reduction programs.

On October 11, 2022, Metropolitan's Board adopted a resolution that strongly recommended cities and water agencies across Southern California pass ordinances permanently prohibiting the installation and irrigation of non-functional turf.

On November 16, 2022, more than 30 water agencies in the Upper and Lower Colorado River Basins, including Metropolitan, signed a Memorandum of Understanding (MOU) committing to <u>voluntarily</u> reduce demand on the Colorado River. As part of the MOU, each water agency will enforce its appropriate demand management programs to help curtail the need for Colorado River water and protect elevation levels at both Lake Powell and Lake Mead.

WHEREAS, Additional Actions Are Needed to Manage and Preserve SWP and Colorado River Supplies.

Despite the efforts made to date by Metropolitan, member agencies, and others in the region, additional actions are needed to manage and preserve SWP and Colorado River supplies.

The Metropolitan Board of Directors believes that member agencies should review their WSCPs and immediately implement mandatory conservation measures to help address the SWP and Colorado River supply shortages. This call conforms to Governor Newsom's Executive Order N-7-22 requiring, at a minimum, the shortage response actions of their WSCPs at a Level 2 (up to 20 percent) and reaffirms Governor Newsom's call for voluntary Level 3 (up to 30 percent) WSCP conservation actions.

The Metropolitan Board of Directors understands that while each agency must conform to the shortage response actions required by Executive Order N-7-22 at a Level 2 (up to 20 percent), the local conditions faced and prior investments made by each agency will drive their specific selection of shortage response actions at the mandated Level 2 or voluntary Level 3 (up to 30 percent).

The Metropolitan Board of Directors further believes that it is necessary and desirable to work closely with member agencies in identifying near-term actions that could be taken to address this regional drought emergency and the SWP supply shortages. On August 16, 2022, Metropolitan's Board adopted a resolution affirming a Call to Action and a Commitment to Regional Reliability for All Member Agencies to further this effort. This resolution directed the General Manager to identify a portfolio of projects and programs in coordination with the member agencies to address the need to connect and serve each member agency with more than one supply source. This portfolio of actions was to be provided for Board approval in February 2023.

WHEREAS, the Emergency Water Conservation Program Has Successfully Reduced Use of SWP during 2022 and Will Continue Implementation through June 2023

The Board authorized the EWCP in April 2022 to adaptively preserve supplies by reducing non-essential uses of water delivered through the SWP system. EWCP implementation began on June 1, 2022, and continues through June 30, 2023.

Six member agencies within the SWP Dependent Area, serving approximately 6.9 million people, participated in the EWCP in 2022. These member agencies were monitored against outdoor watering restrictions or volumetric limits for the seven months between June and December 2022.

Because of the SWP Dependent Area member agencies' extraordinary efforts, the EWCP achieved its objective of reducing demands within the limited SWP supply available as of November 2022.

During June-December 2022, the SWP Dependent Area member agencies took mandatory water supply cuts from their expected SWP use by an average of 35 percent, with some facing reductions of up to 73 percent. As of December 1, 2022, these member agencies surpassed this objective and used 35 percent less than was expected without emergency conservation and 3 percent less SWP supply than the total volumetric limit. No penalties were issued under the EWCP as of November 2022.

WHEREAS, the Water Supply Allocation Plan Is Metropolitan's Board-Approved Approach for Managing Regionwide Water Supply Shortages

Metropolitan's Board first adopted the Water Supply Allocation Plan (WSAP) in February 2008. Under this plan, the Board may determine a regional shortage, establish a shortage level, and implement a surcharge for water use above a member agency's annual allocation.

The Water Supply Allocation is adopted during regional water shortages to conserve scarce water supplies.

California Water Code section 375 authorizes public agencies to adopt programs and rate structures to encourage water conservation after holding a public hearing and making appropriate findings of necessity.

NOW, THEREFORE, BE IT RESOLVED that under the express and implied powers and authorities granted by The Metropolitan Water District Act (Statutes 1969, ch.209, as amended), the Board of Directors of The Metropolitan Water District of Southern California hereby expands the geographic area of the emergency conditions declared in November 2021 and now REAFFIRMS THEDECLARES A REGIONAL DROUGHT EMERGENCY declared in November 2021 encompassing the District's entire service area. Per this Declaration, the Board calls on all member agencies to continue actions to:

- (1) Review the adequacy of their current drought response measures.
- (2) Make all reasonably practicable changes in their operations to reduce their use of <u>Metropolitan's</u> SWP and Colorado River supplies, including those already in storage.
- (3) Immediately mandate and implement such conservation requirements, water-use efficiency measures, and drought-related limitations as appropriate to reduce the use of Metropolitan's SWP and Colorado

River supplies, including those already in storage. These measures should reflect actions identified in adopted WSCPs at a minimum Level 2 and recommended Level 3 as appropriate for their specific local conditions.

BE IT FURTHER RESOLVED that Metropolitan's General Manager is hereby directed to continue coordinating with the member agencies and bringing to the Board for authorization, as appropriate, the following actions:

- (1) A unified message to communicate the status of this regional drought emergency and the need for continued conservation to the general public, businesses, stakeholders, industries, and public officials.
- (2) An aggressive pursuit of <u>all available</u> short-term water transfer exchange opportunities to reduce the existing water supply constraints imposed on the member agencies.
- (3) Expanded regional water use efficiency programs for this regional drought emergency, provided budget or grant funding is available.
- (4) Measures to ensure all portions of the service area attain a high level of reliability against multi-year, severe droughts. Measures include, but are not limited to, system improvements, local water supply development, new water storage opportunities, and water efficiency gains
- (5) State and federal funding and resources for the region to accelerate conservation and supply programs.

BE IT FURTHER RESOLVED that, should drought conditions persist or worsen in the coming months, Metropolitan's Board of Directors will consider implementing the regional Water Supply Allocation Plan for all member agencies in March 2023 to be effective from July 2023 to June 2024.

BE IT FURTHER RESOLVED that notwithstanding anything in Metropolitan's Administrative Code to the contrary, direction and authorities previously delegated to the General Manager under the November 2021 Regional Drought Emergency resolution, the April 2022 Water Shortage Emergency Condition resolution, and the August 2022 Call to Action and Commitment to Reliability Resolution continue.

BE IT FURTHER RESOLVED that the duration of requested actions and the delegation of authority will continue until further Board action.

BE IT FURTHER RESOLVED that the Emergency Water Conservation Program (EWCP) will continue implementation in the SWP Dependent Area through June 2023. SWP Dependent Area member agencies under the EWCP will receive new volumetric limits for January through June 2023.

BE IT FURTHER RESOLVED that the Board acknowledges that Metropolitan's staff continues to work cooperatively and productively with member agencies and that collectively they will recommend a portfolio of actions to address the disparity in water reliability for SWP-dependent agencies in a month later than the February 2023 resolution adopted by the Board on August 16, 2022.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Directors of The Metropolitan Water District of Southern California at its meeting held December 13, 2022.

Secretary of the Board of Directors of The Metropolitan Water District of Southern California

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (Valley District), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the "Parties."

RECITALS

A. Metropolitan is a State Water Project contractor and a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West's Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District (SGVMWD) that allows for the delivery of water through the SGVMWD's San Gabriel Valley Devil Canyon – Azusa Pipeline, of which Valley District also has 50% of using SGVMWD's unused capacity right up to Riverside Avenue in the City of Rialto.

B. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington.

Valley District is a public agency incorporated under the Municipal Water District

Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor Project contractor that primarily imports water into its service area through the State Water Project. (SWP). Valley District has 50-percent capacity rights on SGVMWD's San Gabriel Valley Devil Canyon – Azusa Pipeline right up to Riverside Avenue in the City of Rialto. Valley District has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can also be used to deliver imported supplies from Metropolitan to

a portion of Western's service area.

- District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western purchases imported water from Metropolitan and helps provide water to over 1,000,000 people in its service area.
- D. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley's service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington. West Valley's service area overlaps the service areas of two SWP contractors, Metropolitan and Valley District.
- E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux is within the service area of Western but currently has no connection to imported water supplysupplies and is reliant solely on local groundwater sources.
- F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

 Requests for Water. Rubidoux will coordinate with Valley District, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan, up to a maximum amount of 2,000 acre-feet per calendar year. After coordinating, Formatted: No widow/orphan control

Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

- 2. <u>Metropolitan Deliveries</u>. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will deliver the water to request Valley District atto deliver Metropolitan supplies equal to Rubidoux's requested amount to Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon Azusa Pipeline. The maximum amount of water that <u>Rubidoux can receive from</u> Metropolitan may deliver under this Agreement during a calendar year is 2,000 acre-feet-per ealendar year.
- 3. <u>Valley District Deliveries</u>. Valley District will deliver the water that <u>Metropolitan</u> deliversit receives pursuant to Section 2 to West Valley.
- 4. <u>West Valley Deliveries.</u> West Valley will treat and deliver the water to Rubidoux, per terms identified in a separate agreement between West Valley and Rubidoux, for use within Western's service area by Rubidoux.
- 5. Monthly Amounts, and Rubidoux will provide Metropolitan. Western, and West Valley with a meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month.
- to account for the supplies. 5. Monthly Amounts. Western will inform Metropolitan and Valley District of the amounts of water delivered to Rubidoux by 3:00 p.m. on the tenth business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.
- 6. <u>Billing and Payment</u>. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan under this Agreement. Valley District and West Valley shall have no responsibility for the cost

of water delivered to Valley District's connection for use within Western's service area by Rubidoux. Metropolitan is not responsible for paying any costs under this Agreement.

- 7. Water Use Restrictions. During a time when the Department of Water Resources is administering SWP allocations pursuant to Article 18a of the Water Supply Contracts, or during a time when Metropolitan's Board of Directors has declared that a regional shortage is in effect, the same guidelines, procedures, and limitations that Metropolitan applies to its Member Agencies, including, but not limited to, water supply allocation surcharges, volumetric limits, outdoor watering restrictions, or other response actions to preserve supplies in times of shortages, will apply to deliveries made pursuant to this Agreement.
- 8. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Valley District's connection under this Agreement.
- 89. Term. Upon execution, this Agreement is effective as of June 1, 2022 [MONTH] [#], 2023 and terminates on December 31, November 4. 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, November 4. 2035, then the term of this Agreement will likewise be extended to match the term of the State Water Contracts.
- 910. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.
- 4011. <u>Liability and Indemnification</u>. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District, West Valley, and Rubidoux each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.
- 4412. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.
- 4213. <u>Ambiguities</u>. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are

to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

- 4314. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 14. <u>Counterparts</u>. This 15. Signature. The Parties agree that this Agreement may will be executed in two or more counterparts, each of using DocuSign by electronic signature, which, when executed and delivered, shall be <u>considered</u> an original and <u>signature for</u> all of which together purposes and shall constitute one instrument, with have the same force and effect as thoughan original signature. All Parties will receive an executed copy of this Agreement via DocuSign after all signatures appeared on a single document. Parties have signed.
- 4516. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.
- 4617. Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing and duly executed by all Parties.
- 1718. <u>Time of the Essence</u>. Time is of the essence in the execution and performance of this Agreement.

[signatures on following page]

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Adel Hagekhalil	Dated
General Manager	
APPROVED AS TO FORM:	
Marcia L. Scully General Counsel	Dated
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT	,
Heather Dyer General Manager	Dated
APPROVED AS TO FORM:	
Brad Neufeld General Counsel	Dated
WEST VALLEY WATER DISTRICT	
Shamindra Manbahal General Manager	Dated
APPROVED AS TO FORM:	
Robert Tafoya General Counsel	Dated

WESTERN MUNICIPAL WATER DISTRICT

Craig Miller	Dated	*********	Formatted: No underline
General Manager			
APPROVED AS TO FORM:			
Jeff Ballinger Legal Counsel	Dated		
RUBIDOUX COMMUNITY SE	CRVICES DISTRICT		
Jeff SimsBrian Laddusaw General Manager		Dated	Formatted: No underline
APPROVED AS TO FORM:			
John Harper Legal Counsel	Dated		

