

**** Revised ****

Item: "Professional Services Agreement to Complete the Rialto Basin Rialto Basin Groundwater Management Plan" has been moved from Consent Calendar to Business Items



**WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG**

**REGULAR BOARD MEETING
AGENDA**

Thursday, April 3, 2025, 6:00 PM

BOARD OF DIRECTORS

**Gregory Young, President
Daniel Jenkins, Vice President
Estevan Bennett, Director
Angela Garcia, Director
Kelvin Moore, Director**

"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Naseem Farooqi v. West Valley Water District et al.
2. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957(B)(1).
Title: Chief Financial Officer.

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

Perchlorate Update

CONSENT CALENDAR

1. March 20, 2025 Regular Board Meeting Minutes
2. Consider a Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St)
3. Consider a Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC for Bloomington Business Park SP
4. Consider an Amendment to a Water System Infrastructure Installation and Conveyance Agreement and Reimbursement Agreement for R2-3 Reservoir Facilities Improvements with IDIL West Valley Logistics Center, LP.
5. Joint Community Facilities Agreement for Avila Collection TTM 20481 (CFD No. 2024-1) and Adopt Resolution Approving Agreement

BUSINESS MATTERS

Consideration Of:

1. Support Nomination(s) for ACWA JPIA Executive Committee Election
2. Rate Study Update
3. Amendment to a Professional Services Agreement to Complete the Rialto Basin Groundwater Management Plan

REPORTS

1. Board Committee Reports

2. Board Members

3. General Manager

4. Legal Counsel

- Updates on current legal topics/best practice

5. Public Outreach Government Affairs

6. Board Secretary

UPCOMING MEETINGS

- April 8, 2025 – Executive Committee Meeting at 6:00 pm
- April 9, 2025 – Human Resources Committee Meeting at 6:00 pm
- April 10, 2025 – Policy Committee Meeting at 5:00 p.m.
- April 14, 2025 – Finance Committee Meeting at 6:00 p.m.
- April 17, 2025 - Regular Board Meeting at 6:00 p.m.
- April 22, 2025 – Executive Committee Meeting at 6:00 pm
- April 24, 2025 – Adjourned Eng, Ops, and Planning Committee Meeting at 6:00 p.m.
- April 28, 2025 – External Affairs Committee Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

- April 5, 2025 – Rialto's Earth Day Event
- April 12, 2025 - WVWD Workshop - Making Conservation a Way of Life
- April 12, 2025 – Fontana's Special Needs Resource Fair
- April 19, 2025 – Cub Scout Tour of FBR
- April 19, 2025 – Rialto's Spring Eggstravaganza
- April 19, 2025 – Fontana Easter Eggstravaganza
- April 19, 2025 – Colton Spring Celebration
- April 25, 2025 – WVWD Earth Day Celebration
- April 26, 2025 – Earth Day Clean in Bloomington
- May 3, 2025 – Mother's Day Succulent Workshop in Bloomington
- May 3, 2025 – Fontana's Day Parade

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- April 6 – 8 – CMUA Annual Conference – Anaheim
- April 21 – ASBCSD Monthly meeting
- April 21 – 24 – CSDA Spring Leadership Academy
- April 25 – Sothern California Water Coalition Quarterly Meeting – La Quinta

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on March 28, 2025

Elvia Dominguez

Elvia Dominguez, Board Secretary

Date Posted: March 28, 2025

REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
March 20, 2025

OPENING CEREMONIES

Call to Order – 6:00 p.m.
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gustavo Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Isabelle Medina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation - None.
Pledge of Allegiance – The Pledge of Allegiance was led by Director Moore.
Opening Prayer –Pastor Marlon Jackson.

CLOSED SESSION

Public Participation on closed session matters.

WVWD

Minutes: 3/20/25

Vice President Jenkins inquired if anyone from the public would like to speak on closed session items. No requests were received to speak, therefore Vice President Jenkins closed the public comment period

The Board entered into closed session at 6:04 p.m.

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 Receipt of claim
Claimant: Dale Eakens
2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Naseem Farooqi v. West Valley Water District et al.

The Board adjourned the closed session at 6:29 p.m. to conduct the business portion of the meeting which commenced at 6:31 p.m. with all Board members present except President Young who was absent.

Report out of Closed Session

General Counsel Ferre reported that the Board discussed the closed session items and for the anticipated litigation, the Board, on a motion by Director Garcia and Second by Director Moore voted 4-0 with President Young absent, to reject claim and instructed that the appropriate notice to be sent. For item 2, no reportable action was taken.

ADOPT AGENDA

Motion to adopt the agenda as presented

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kelvin Moore, Director
SECONDER:	Angela Garcia, Director
AYES:	Angela Garcia, Estevan Bennett, Daniel Jenkins, Kelvin Moore
ABSENT:	Gregory Young

PUBLIC PARTICIPATION

Vice President Jenkins inquired if anyone from the public would like to speak. Valley Water District Director Velasquez spoke. No other requests were received to speak, therefore Vice President Jenkins closed the public comment period.

PRESENTATIONS

Roemer Expansion Project Update

Director of Engineering Welborn gave the presentation.

WVWD

Minutes: 3/20/25

Questions included electrical generation and what benefit the district received from it; construction progress; back up generators; UV use vs chlorinization in treatment; potential for solar usage; upgraded control system which are remotely accessible; security; administration building space needs; and comments on some challenges of the project.

The Board collectively thanked Director Welborn for the presentation.

CONSENT CALENDAR

Motion to approve Consent Calendar items #1 and #3 - #7, and to pull item #2 for discussion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kelvin Moore, Vice President
SECONDER:	Angela Garcia, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore,
ABSENT:	Gregory Young, President

1. March 6, 2025 Regular Board Meeting Minutes
- ~~2. Approval of the Third Amendment to the Employment Agreement – General Manager~~
3. Monthly Cash Disbursements Report - February 2025
4. Purchase Order Report - February 2025
5. Fund Transfer Report - February 2025
6. Monthly Cash Disbursements Report - February 2025
7. New Position Development Services Supervisor

ITEM PULLED FROM THE CONSENT CALENDAR

2. Approval of the third amendment to the employment agreements – General Manager (Pulled from Consent)

Attorney Ferre reported for the record the key elements and amendments to the employment contract.

Director Garcia inquired as to the contract duration, which Attorney Ferre confirmed was one year, with an evaluation and renewal done on a yearly basis.

Motion to approve the third amendment to the employment agreement for General Manager; award merit; and approve salary schedule reflecting adjustment effective March 20, 2025.

WVWD

Minutes: 3/20/25

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Angela Garcia, Vice President
SECONDER:	Kelvin Moore, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore,
ABSENT:	Gregory Young, President

BUSINESS MATTERS

1. Contracts with Merlin Johnson Const and Webb and Assoc. for Zone 7 - 18" Transmission Main (W21007) General Counsel Ferre conducted the required AB 123 training and presented a PowerPoint.

The report was presented by Director of Engineering Wellborn.

Questions included clarification that the request is to award two separate contracts; what the contracts are for; how deep the pipeline is; and construction schedule.

The Board collectively thanked Director Welborn for the presentation.

Motion to 1) Approve a Construction Contract with Merlin Johnson Construction for the amount of \$1,329,475.00 for the Zone 7 - 18" Transmission Main from Citrus Ave to Lytle Creek Rd Project (W21007); 2) Approve a Professional Services Agreement and a Task Order with Albert A Webb and Associates for the amount of \$84,500 for Engineering Services during construction for the project, and; 3) Authorize the General Manager to execute all necessary documents.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Angela Garcia, Director
SECONDER:	Estevan Bennett, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore,
ABSENT:	Gregory Young, President

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Committee Reports

Director Garcia gave a Finance Committee meeting update.

Director Moore gave Human Resources Committee meeting update.

Vice President Jenkins reported on the Policy Committee meeting.

2. Board Members

Director Bennett reported on his attendance at the WELL annual conference.

WVWD

Minutes: 3/20/25

3. General Manager

General Manager Thiel provided an update on recruitment and reported on his attendance at the Rialto City Manager Meet and Greet; and Human Resources/Risk Manager Sainz reported on the ACWA/JPIA nominations and stated a report would be brought to the Board for consideration at the next scheduled Board meeting.

4. Legal Counsel

Counsel Ferre reported on SB790 – contracts are public records that must be disclosed upon request, except for certain exceptions.

5. Government & Legislative Affairs

Manager of Public Outreach and Government Affairs Pantaleon and Public Outreach and Government Affairs Representative I Medina gave a legislative, community partnership, and a community outreach update.

6. Board Secretary

Board Secretary Dominguez provided an overview of the Records Management program, and upcoming Board meetings and events.

Director Moore reported on attending Joe Baca Jr's State of County event; his nomination to the County Adhoc Advisory Committee; and meeting with new Rialto Unified School District Superintendent Judy White.

ADJOURN

Vice President Jenkins commented on the passing of Director Garcia's father and expressed his condolences.

Vice President Jenkins adjourned the meeting at 7:45 p.m.

ATTEST:

Elvia Dominguez, Board Secretary

WVWD

Minutes: 3/20/25



STAFF REPORT

DATE: April 3, 2025

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Consider a Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St)

STRATEGIC GOAL:

Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

MEETING HISTORY:

03.27.2025 Engineering, Operation and Planning Committee Meeting

BACKGROUND:

IV5 Bloomington Gateway Distribution Center, LLC (“Developer”) is the owner of land located in the unincorporated community of Bloomington, known as Bloomington Business Park (“Development”). The Development proposes the construction of (1) tractor-trailer parking area and (3) warehouses totaling 2,078,140 square feet within a 231-acre Specific Plan site. As part of the Development, the project has been required to install several offsite utilities (i.e. sewer and storm drain) within Jurupa Avenue, Linden Avenue and 5th Street, to service the proposed buildings. During the design phase of the project, the Developer identified several West Valley Water District (“District”) water mains in direct conflict with the new utility alignments and has proposed to relocate these facilities to maintain our District’s standards for pipe coverage and compliance with the Department of Drinking Water Standard’s for water main separation.

DISCUSSION:

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

FISCAL IMPACT:

No Fiscal Impact to the District.

REQUESTED ACTION:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC
2. Authorize the General Manager to execute all necessary documents related to the agreement.

Attachments

[Exhibit A - Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC for Bloomington Business Park Offsite \(Jurupa Ave, Linden Ave, 5th St\).pdf](#)

Exhibit A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of July 18, 2024 by and between **IV5 Bloomington Gateway Distribution Center, LLC** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Bloomington Business Park Offsite (Jurupa Ave, Linden Ave and 5th St)** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

3. LICENSES AND PERMITS

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St)** is **ONE HUNDRED NINETY-SIX THOUSAND EIGHT-HUNDRED TWELVE 27/100 DOLLARS (\$196,812.27)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **ONE HUNDRED NINETY-SIX THOUSAND EIGHT-HUNDRED TWELVE 27/100 DOLLARS (\$196,812.27)**. equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **ONE HUNDRED NINETY-SIX THOUSAND EIGHT-HUNDRED TWELVE 27/100 DOLLARS (\$196,812.27)**. equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

IV5 Bloomington Gateway Distribution Center, LLC

ATTN TO: Rohan A'Beckett

2101 Rosecrans Avenue, Suite 6250

El Segundo, CA 90245

RE: Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

SURETY NAME:

ATTN TO:

ADDRESS

RE: Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees,

warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

[CONTINUED ON NEXT PAGE]

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

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

IV5 Bloomington Gateway Distribution Center, LLC

By: _____ Date: _____
Rohan A'Beckett, Vice President
Authorized Agent

Exhibit A

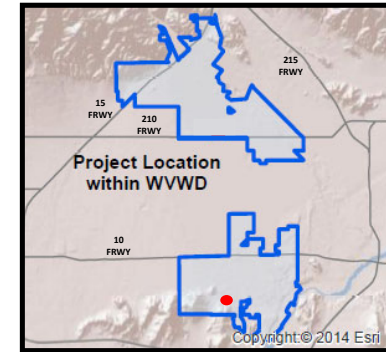
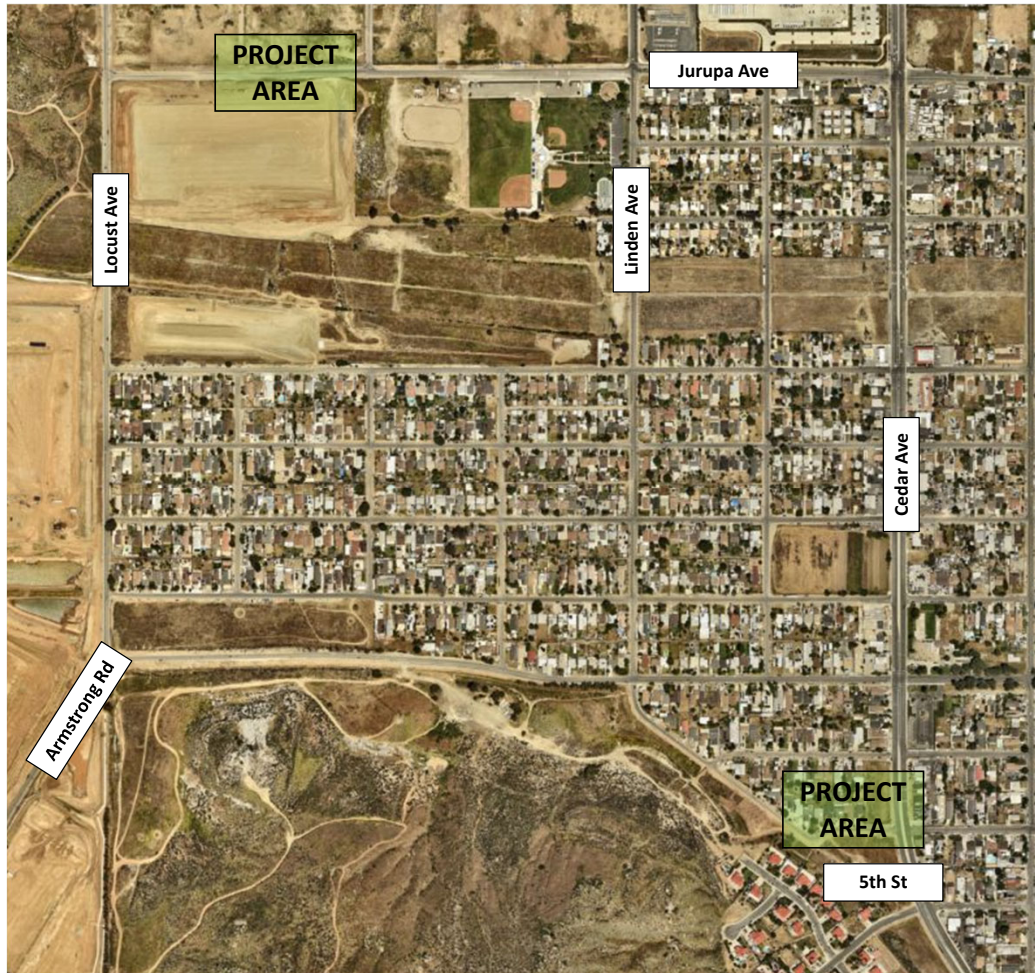


Exhibit A
Bloomington Business Park Offsite (Jurupa, Linden, 5th)



Exhibit B

Exhibit C

BLOOMINGTON OFFSITES - WATERLINE RELOCATION BID SCHEDULE

5TH STREET

LOCATION:

ITEM	QTY	UNIT	PRICE
10" DIP CLASS 350 WWWD STD W-30	386.29	LF	\$ 59,132.67
REMOVE 6" GATE VALVE & INSTALL 10" GATE VALVE (FLG X FLG) W/ VALVE BOX WWWD STD W-11	1	EA	\$ 7,500.00
REMOVE BLIND FLANGE & JOIN EXISTING 10" WATER	1	EA	\$ 3,500.00
CLOW VALVE CO. MODEL F860 WET BARREL W/ 6" FLG INLET, 4" HOSE OUTLET & (2) 2-1/2" HOSE OUTLETS FIRE HYDRANT	1	EA	\$ 3,500.00
DEMO EXISTING 6" AC PIPE	393	LF	\$ 47,160.00
DISCONNECT LATERAL FROM 6" WATER MAIN W-29 & CONNECT TO NEW 10" WATER MAIN WWWD STD W-4	5	EA	\$ 10,000.00
10" DIP FITTING	7	EA	\$ 10,500.00
THRUST BLOCK WWWD STD W-3A	6	EA	\$ 1,800.00
REMOVE EXISTING 6" GATE VALVE (RETURN TO WATER DISTRICT)	1	EA	\$ 500.00
INSTALL BLIND FLANGE	1	EA	\$ 1,200.00

SUBTOTAL \$ 144,792.67

JURUPA AVE

LOCATION:

ITEM	QTY	UNIT	PRICE
12" CML&C STEEL PIPE CL-150	139.33	LF	\$ 16,719.60
2" AIR VAC PER WWWD STD W-6A	1	EA	\$ 3,500.00
ABANDON EXISTING LATERAL/ SERVICE	1	EA	\$ 3,000.00
REMOVE & DISPOSE OF EXISTING 12" CML&C STEEL PIPE	140	LF	\$ 16,800.00
WELDED FIELD JOINT IN ACCORDANCE WITH AWWA C206	4	EA	\$ 12,000.00

SUBTOTAL \$ 52,019.60

TOTAL \$ 196,812.27

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St), dated September 12, 2024**. This premium charged on this bond is \$ _____ being at the rate of \$ _____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**IV5 Bloomington Gateway Distribution Center, LLC
2101 Rosecrans Ave, Suite 6250
El Segundo, CA 90245**

as the "Principal", an agreement for the work described as follows:

Water System Installation in Accordance with Approved Water Improvement Plans Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St), dated September 12, 2024.

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and

_____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the

laws of the State of California, as Surety, are held and firmly bound unto the WEST

VALLEY WATER DISTRICT in the sum **ONE HUNDRED NINETY-SIX THOUSAND**

EIGHT-HUNDRED TWELVE 27/100 DOLLARS (\$196,812.27)., lawful money of the

United States, for the payment of which sum well and truly to be made, we bind ourselves,

our heirs, executors, administrators, and successors, jointly and severally, firmly by these

presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

IV5 Bloomington Gateway Distribution Center, LLC

By: _____
Rohan A'Beckett, Vice President

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: April 3, 2025

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Consider a Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC for Bloomington Business Park SP

STRATEGIC GOAL:

Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

A. Increase System Capacity for Anticipated Growth

MEETING HISTORY:

3/27/25 Engineering, Operations and Planning

BACKGROUND:

IV5 Bloomington Gateway Distribution Center, LLC (“Developer”) is the owner of land located in the unincorporated community of Bloomington, known as Bloomington Business Park (“Development”). The project proposes the development of a 231-acre Specific Plan site for several industrial warehouses located north of Jurupa Avenue, south of Santa Ana Avenue, east of Alder Avenue, and west of Linden Avenue. The initial development plan includes 10 acres of trailer parking, and a total building footprint of 2,078,140 square feet on 113-acres. The warehouse buildings include ancillary office space along with 800 tractor trailer stalls, 402 parking spaces, and landscaped areas. The Development will require the upsizing and installation of new 16” and 12” Ductile Iron Pipe within the project area to meet the fire flow requirements needed for a heavy industrial development, along with associated domestic and irrigation meters to supply water service to the project.

DISCUSSION:

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

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with IV5 Bloomington Gateway Distribution Center, LLC.
2. Authorize the General Manager to execute all necessary documents related to the agreement.

Attachments

[Exhibit A - WICA.pdf](#)

Exhibit A

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **IV5 Bloomington Gateway Distribution Center, LLC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

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

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plans for Bloomington Business Park SP** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

3. LICENSES AND PERMITS

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Bloomington Business Park SP** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: Water Improvement Plans for Bloomington Business Park SP

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

IV5 Bloomington Gateway Distribution Center, LLC
ATTN TO: Rohan A'Beckett
2101 Rosecrans Ave, Suite 6250
El Segundo, CA 90245
RE: Water Improvement Plans for Bloomington Business Park SP

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

SURETY NAME:
ATTN TO:
ADDRESS
RE: Water Improvement Plans for Bloomington Business Park SP

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

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by

reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and

AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

[CONTINUED ON NEXT PAGE]

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____ Date: _____
John Thiel, General Manager

DEVELOPER:

IV5 Bloomington Gateway Distribution Center, LLC

By: _____ Date: _____
Rohan A'Beckett, Vice President
Authorized Agent

Exhibit A

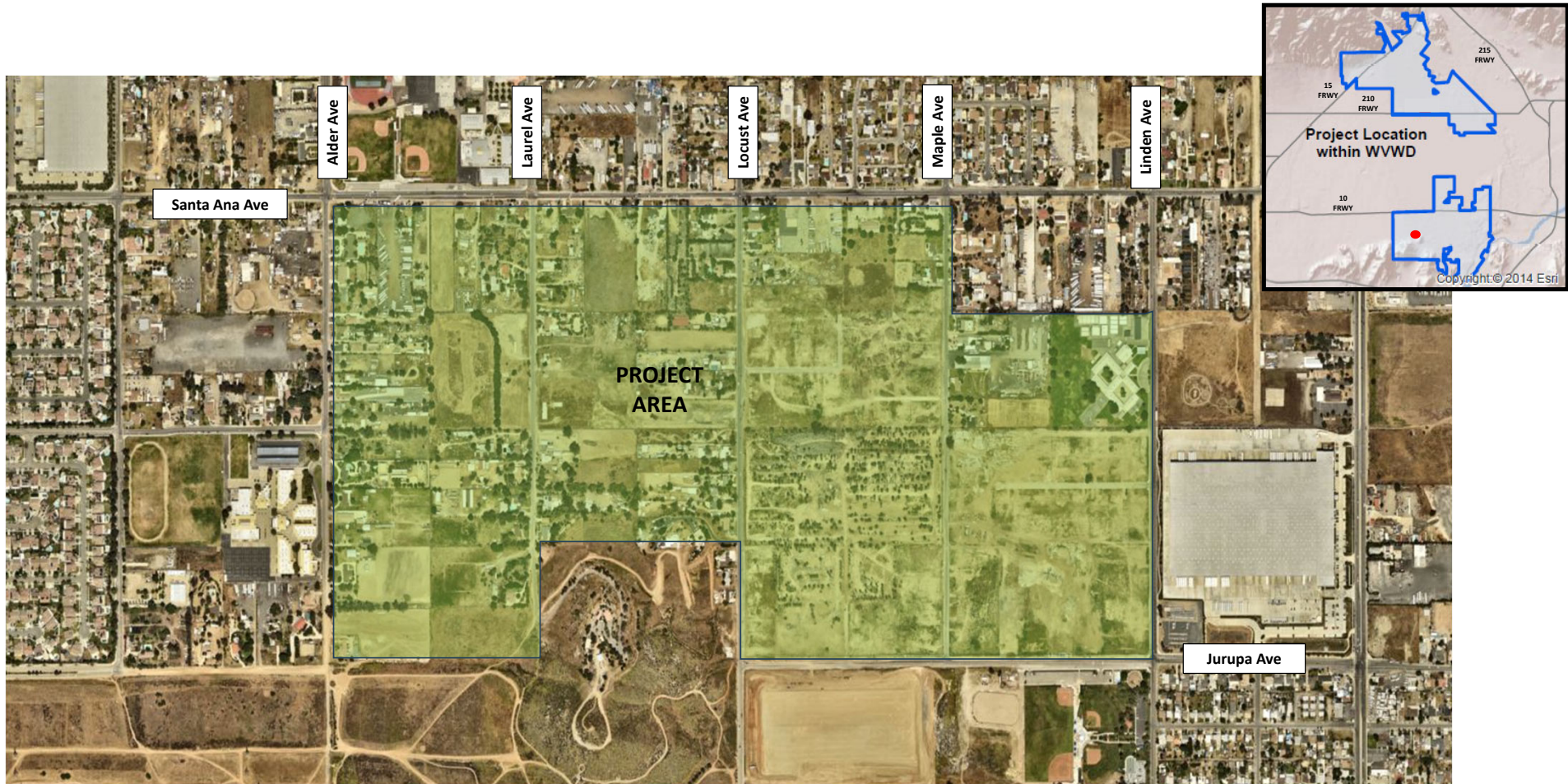


Exhibit A
Bloomington Business Park SP



Exhibit B

Exhibit C

(to be provided at later date)

Exhibit D

BOND NO. _____

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans Bloomington Business Park SP (February 25, 2025)** This premium charged on this bond is \$ _____ being at the rate of \$ _____ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**IV5 Bloomington Gateway Distribution Center, LLC
2101 Rosecrans Ave, Suite 6250
El Segundo, CA 90245**

as the "Principal", an agreement for the work described as follows:

Water System Installation in Accordance with Approved Water Improvement Plans Bloomington Business Park SP (February 25, 2025).

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and

_____ (Name of Surety)

_____ (Address of Surety) duly authorized to transact business under the

laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**)

no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves,

our heirs, executors, administrators, and successors, jointly and severally, firmly by these

presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

IV5 Bloomington Gateway Distribution Center, LLC

By: _____
Rohan A'Beckett, Vice President

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: April 3, 2025

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Consider an Amendment to a Water System Infrastructure Installation and Conveyance Agreement and Reimbursement Agreement for R2-3 Reservoir Facilities Improvements with IDIL West Valley Logistics Center, LP.

STRATEGIC GOAL:

Strategic Goal 1 - Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

- A. Increase System Capacity for Anticipated Growth
- B. Assess, Repair, Replace, Upgrade Aging Infrastructure

MEETING HISTORY:

12/07/2023 Board of Directors Meeting

03/27/2025 Engineering, Operations and Planning Committee Meeting

BACKGROUND:

IDIL West Valley Logistics Center, LP, (“Developer”) is the owner of land located west of Locust Avenue, north of Armstrong Road, east of Alder Avenue and south of Jurupa Avenue in the City of Fontana known as the West Valley Logistics Center (“Development”). The proposed Development included the construction and operation of five (5) warehouses across sixteen (16) parcels of vacant land and (1) former West Valley Water District (“District”) parcel formerly known as APN 0256-131-10. In developing this land, the Developer was required to construct multiple district facilities within pressure zones 2 and 3, including a new 24-inch transmission main which replaced the 12-inch pipeline that conveyed water to and from the existing 4.0 million gallon welded steel tank (“R2-3”) that bisected the Development within the District parcel.

DISCUSSION:

As a result of an inspection report completed for R2-3 in preparation for this project, various issues were identified as needing repair/rehabilitation within the reservoir, such as, exterior/interior coating, inlet/outlet seismic retrofits and multiple safety upgrades. In the spirit of cooperation and potential cost savings for both parties, the District and Developer agreed to coordinate their efforts between the Development conditioned upgrades, and District required maintenance and enter into an agreement to complete the project jointly.

On December 07, 2023, the Board of Directors approved a Water System Infrastructure Installation and Conveyance Agreement and Reimbursement Agreement for the R2-3 improvements with the Developer. As these agreements were approved before the plans were finalized and bids were received, many of the exhibits and monetary totals were based on preliminary drawings and engineer's estimates. The Developer and Staff have negotiated the expected costs and propose to amend the previous agreement to include the reimbursement totals based on the contractors' accepted bid and the District approved plans. Both agreements amendments are attached for reference as **Exhibit A** and **Exhibit B**. The original agreements and amendments outline the responsibilities of the Developer in constructing facilities, including insurance, indemnification, bonding requirements, conveyance and acceptance and reimbursement procedures.

FISCAL IMPACT:

This project was included in the Capital Improvement Program (CIP) budget under W23001 Reservoir R2-3 Re-coating and Modifications.

REQUESTED ACTION:

1. Approve an amendment to the Water System Infrastructure Installation and Conveyance Agreement with IDIL West Valley Logistics Center, LP.
2. Approve an amendment to the Reimbursement Agreement with IDIL West Valley Logistics Center, LP.
3. Authorize the General Manager to Execute all necessary documents related to the agreement amendments.

Attachments

[Exhibit A - WICA.pdf](#)

[Exhibit B - Reimbursement Agreement.pdf](#)

EXHIBIT A

**FIRST AMENDMENT TO
WATER SYSTEM INFRASTRUCTURE
INSTALLATION AND CONVEYANCE AGREEMENT**

This First Amendment (“Amendment”) to the Water System Infrastructure Installation and Conveyance Agreement (“Agreement”), dated MONTH ##, 2025 is entered into by and between **IDIL WEST VALLEY LOGISTICS CENTER, LP** (“Developer”), and **West Valley Water District** (“District”). This Amendment supersedes the prior Agreement dated January 24, 2024, and stipulates that the Developer and District agree as follows:

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

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

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

1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR REHABILITATION OF RESERVOIR 2-3** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

2.2. The performance of this Agreement shall commence within one hundred eighty (180) calendar days from Developer's receipt of the Acceptance Letter dated February 10, 2025 provided by the District, pursuant to Section 8.1 below, and shall be completed within two (2) years from the estimated construction start date, unless such construction is delayed by a force majeure event, or events beyond Developer's control.

2.3. Time is of the essence in this Agreement, and is subject to completion within two (2) years from the estimated construction start date; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

3. LICENSES AND PERMITS

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

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

the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in

connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

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

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

5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **WATER IMPROVEMENT PLANS FOR REHABILITATION OF RESERVOIR 2-3** is **(Four Million Seven Hundred Eighty Five Thousand One Hundred One Dollars) 00/100 (\$4,785,101.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein as Exhibit "D", shall be in the amount of **(Four Million Seven Hundred Eighty Five Thousand One Hundred One Dollars) 00/100 (\$4,785,101.00)**, equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Four Million Seven Hundred Eighty Five Thousand One Hundred One Dollars) 00/100 (\$4,785,101.00)**, equal to 100 percent of the Contractor's cost proposal.

6. MATERIALS

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

7. NOTICES

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

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

WEST VALLEY WATER DISTRICT
Attn: General Manager
Post Office Box 920
Rialto, CA 92377
RE: Water Improvement Plans for Rehabilitation of Reservoir 2-3

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

DEVELOPER NAME: IDIL WEST VALLEY LOGISTICS CENTER, LP
ATTN TO: Brandon Dickens
ADDRESS: 840 Apollo Street, Suite 343, El Segundo, CA 90245
RE: Water Improvement Plans for Rehabilitation of Reservoir 2-3

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

SURETY NAME: Berkeley Insurance Company
ATTN TO: Annette Wisong (Bond No. 0261449)
ADDRESS: 475 Steamboat Rd. Greenwich CT 06830
RE: Water Improvement Plans for Rehabilitation of Reservoir 2-3

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

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

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

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

9. INSPECTION

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

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

10. TESTING AND DISINFECTION

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

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

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

12. AS-CONSTRUCTED DOCUMENTATION

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

13. INDEMNIFICATION

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

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

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

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

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

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

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

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

15.3. The District shall reimburse the Developer for only the true construction costs associated with the construction of the reimbursable facilities as outlined in the Reimbursement Agreement dated, MONTH ##, 2025

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and

unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

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

18. BREACH OR DEFAULT OF AGREEMENT

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

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

[CONTINUED ON NEXT PAGE]

19. SUCCESSORS BOUND

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

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By: _____
John Thiel, General Manager

Date: _____

DEVELOPER:

**By: IDIL WEST VALLEY LOGISTICS CENTER, LP,
a Delaware limited partnership**

By: _____
Charles McPhee, SVP and Regional Director

Date: _____

Exhibit A

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY; A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

OWNERS STATEMENT:

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP, WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; A PORTION OF ARMSTRONG ROAD, LOCUST AVENUE AND JURUPA AVENUE FOR STREET AND PUBLIC UTILITY PURPOSES, AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA IN FEE SIMPLE, LOT "B" FOR SEWER LIFT STATION AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT OF VARIABLE WIDTH FOR PUBLIC ACCESS AND SIDEWALK PURPOSES ALONG ARMSTRONG ROAD, LOCUST AVENUE AND JURUPA AVENUE AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR PUBLIC ACCESS AND TRAIL PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS, THE FOLLOWING:

LOT "C" AND LOT "D" FOR DETENTION BASIN PURPOSES.

A 75' WIDE RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2, AS SHOWN ON THIS MAP.

A VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 4, AS SHOWN ON THIS MAP.

A 40' AND VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

AN EASEMENT FOR WATER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

RECIPROCAL EASEMENT FOR STORM DRAIN PURPOSES OVER PARCELS 1 AND 2 FOR THE BENEFIT OF PARCEL 2 AND PARCEL 4, AS SHOWN ON THIS MAP.

AN EASEMENT FOR STORM DRAIN PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

IDIL WEST VALLEY LOGISTICS CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Charles McPhree
NAME: CHARLES MCPHREE
TITLE: SR VP DEVELOPMENT

NOTARY ACKNOWLEDGMENT:

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

STATE OF California
COUNTY OF Los Angeles
ON Dec. 16, 2024 BEFORE ME Francis Dann Rowe, Notary Public
Charles McPhree
PERSONALLY APPEARED Charles McPhree
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ 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 ON 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 FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: [Signature] 2463414
SIGNATURE MY COMMISSION NUMBER
Francis Dann Rowe MY COMMISSION EXPIRES 10-2-2027
PRINT NAME
MY PRINCIPAL PLACE OF BUSINESS IS Los Angeles COUNTY:

BOARD OF SUPERVISOR'S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 0 WAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH, AT THE TIME OF THE FILING OF THIS MAP WITH SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND THAT THE SUBGRADER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, SAID BOND IS HEREBY ACCEPTED.

+ COUNTY
LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY
BY: [Signature]
DEPUTY
DATED: 12/20/24

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF IDIL WEST VALLEY LOGISTICS CENTER, LLC IN JANUARY 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS OF MAP RECORDATION, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

SIGNED: [Signature] 12/16/24
DATE
BRIAN L. THIENES
P.L.S. NO. 5750
EXPIRES 12/31/25



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 19156, THAT THE SUBDIVISION SHOWN HEREDIN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES 1 THROUGH 11, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATED 12/18, 20 24
[Signature]
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA



CITY LAND SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 19156, CONSISTING OF 13 SHEETS, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED 12/19, 20 24
[Signature]
MICHAEL P. THORNTON, CITY LAND SURVEYOR
PLS 6867
CITY OF FONTANA



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

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

ESTIMATED TO BE: \$ 0
ENSEN MASON, AUDITOR-CONTROLLER/
TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY
DATED: 12/20/24
BY: [Signature]
DEPUTY

CITY ENGINEER'S ACCEPTANCE CERTIFICATE:

I HEREBY STATE THAT THIS PARCEL MAP IS APPROVED AND THE FOREGOING DEDICATIONS CONVEYED BY THIS MAP, DATED JANUARY 2021, FROM IDIL WEST VALLEY LOGISTICS CENTER, LLC TO THE CITY OF FONTANA ARE HEREBY ACCEPTED IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS, BY THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL, CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 91-152, ADOPTED JULY 16, 1991.

DATED 12/18, 2024
[Signature]
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA



San Bernardino County Recorder's Certificate
This map has been filed under Document Number 2024-0205127
On the 20th day of December, 20 24, at 9:30 A.M., in
Book 264 of Parcel Maps at Page 78-90, at the
request of FIRST AMERICAN TITLE COMPANY
In the amount of \$ 35,000
Chris White
Assessor-Recorder
San Bernardino County
By: [Signature]
Deputy Recorder

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

SHEET 2 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, ITS INTERESTS CANNOT RIPEN INTO FEE.

RIVERSIDE PORTLAND CEMENT COMPANY, HOLDER OF AN EASEMENT FOR THE FUTURE OPERATION OF A CEMENT PLANT, QUARRIES AND ROCK CRUSHERS AND INCIDENTAL PURPOSES, RECORDED JANUARY 15, 1915 IN BOOK 355, PAGE 395 OF DEEDS.

PACIFIC LIGHT AND POWER CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND RIGHTS INCIDENTAL THERETO, RECORDED MARCH 22, 1917 IN BOOK 609, PAGE 110 OF DEEDS.

PACIFIC LIGHT AND POWER CORPORATION, HOLDER OF AN EASEMENT FOR POLE AND CONDUIT PURPOSES AND INCIDENTAL PURPOSES, RECORDED MARCH 22, 1917 IN BOOK 609, PAGE 111 OF DEEDS.

GREAT WESTERLY IMPROVEMENT COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT, PRIVILEGE, EASEMENT AND SERVITUDE TO CAST, THROW OR DEPOSIT ROCKS, STONES, DIRT OR OTHER MATERIALS AND RIGHTS INCIDENTAL THERETO, RECORDED APRIL 20, 1926 IN BOOK 90, PAGE 323 OF OFFICIAL RECORDS.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, RECORDED NOVEMBER 23, 1929 IN BOOK 563, PAGE 151 OF OFFICIAL RECORDS.

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PIPE LINE AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 02, 1941 IN BOOK 1484, PAGE 197 OF OFFICIAL RECORDS.

RIVERSIDE CEMENT COMPANY, HOLDER OF AN EASEMENT FOR THE VARIOUS EFFECTS OF A NEIGHBORING QUARRY AND RIGHTS INCIDENTAL THERETO, RECORDED MAY 2, 1947 IN BOOK 2052, PAGE 152 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT TO TRIM AND TOP TREES AND RIGHTS INCIDENTAL THERETO, RECORDED SEPTEMBER 05, 1952 IN BOOK 3016, PAGE 97 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR EITHER DR BOTH POLE LINES, CONDUITS AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 26, 1957 IN BOOK 4289, PAGE 270 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PRIVATE ROADWAY AND RIGHTS INCIDENTAL THERETO, RECORDED NOVEMBER 26, 1962 IN BOOK 3806, PAGE 546 OF OFFICIAL RECORDS.

WEST SAN BERNARDINO COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR THE RIGHT TO DRAIN EXCESS WATER FROM THE RESERVOIR SITE DUE TO NATURAL CAUSES AND RESERVOIR OVERFLOW INTO THE NATURAL DRAINAGE COURSE, PERMANENT CUT AND FILL SLOPES, FLOWAGE RIGHTS FOR THE PURPOSE OF STORM RUNOFF AND OVERFLOW FROM A WATER RESERVOIR AND RIGHTS INCIDENTAL THERETO, RECORDED JUNE 30, 1972 IN BOOK 7967, PAGE 795 AND RECORDED MARCH 13, 1974, IN BOOK 8366, PAGE 797 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR CONSTRUCTING, USING, MAINTAINING, ALTERING, ADDING TO, REPAIRING, REPLACING, INSPECTING, RELOCATING AND OR REMOVING AT TIME AND FROM TIME TO TIME, STUB POLES, GUY WIRES, ANCHORS AND OTHER APPURTENANT FIXTURES AND/OR EQUIPMENT MADE FOR ANCHORAGE PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 13, 1984 AS INSTRUMENT NO. 84-165808 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 24, 1993 AS INSTRUMENT NO. 93-220542 OF OFFICIAL RECORDS.

WEST VALLEY WATER DISTRICT, A COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES, ACCESS AND INCIDENTAL PURPOSES, RECORDED JUNE 13, 2023 AS INSTRUMENT NO. 2023-0144970 OF OFFICIAL RECORDS.

UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR RIGHTS OF WAY, AS RESERVED IN PATENT RECORDED DECEMBER 26, 1894 IN BOOK E, PAGE 57 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR RIGHTS OF WAY, AS RESERVED IN PATENT RECORDED JULY 20, 1911 IN BOOK H, PAGE 271 OF PATENTS.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

SHEET 3 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.G. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

MONUMENT & ESTABLISHMENT NOTES:

1. FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LOCKWOOD ENG RE 9101", DOWN 2' PER R1 & R2 ACCEPTED AS NORTHWEST CORNER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION JURUPA AVENUE AND ALDER AVENUE.
2. FOUND SPIKE AND WASHER STAMPED "LS 8403", FLUSH PER R4. ACCEPTED AS NORTH QUARTER CORNER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION JURUPA AVENUE AND LOCUST AVENUE.
3. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.2', PER R2. ACCEPTED AS CENTERLINE INTERSECTION JURUPA AVENUE AND MAPLE AVENUE.
4. FOUND 2" BRASS DISK, STAMPED "M17", DOWN 0.1' PER CSFB 4016/1547, R1 & R2. ACCEPTED AS NORTHWEST CORNER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION JURUPA AVENUE AND LINDEN AVENUE.
5. FOUND 1" IRON PIPE, NO TAG, DOWN 0.1', PER R2. ACCEPTED AS POINT ON EAST LINE OF SECTION 33, T15, R5W, SBM AND CENTERLINE INTERSECTION LINDEN AVENUE AND 12TH STREET.
6. FOUND SPIKE AND WASHER, TAGGED "S.B. CO. SURV.", DOWN 0.2', PER R2. ACCEPTED AS CENTERLINE INTERSECTION LINDEN AVENUE AND 11TH STREET.
7. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.1', PER R1. ACCEPTED AS CENTERLINE INTERSECTION MAPLE AVENUE AND 11TH STREET.
8. FOUND SPIKE AND BRASS WASHER, ILLEGIBLE, FLUSH. ACCEPTED AS SAME SPIKE AND BRASS WASHER STAMPED "LS 5134" PER R1 & R2 BEING A POINT ON THE EAST LINE OF NORTHWEST QUARTER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION LOCUST AVENUE AND 11TH STREET.
9. FOUND SPIKE AND WASHER, TAG ILLEGIBLE, DOWN 0.1', ACCEPTED AS SAME SPIKE AND WASHER STAMPED "LS 5134" PER R1. ACCEPTED AS POINT ON EAST LINE OF NORTHWEST QUARTER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION LOCUST AVENUE AND 8TH STREET.
10. FOUND SPIKE AND WASHER, TAGGED "LS 5134", DOWN 0.1', PER R1. ACCEPTED AS CENTER OF SECTION 33, T15, R5W, SBM ON CENTERLINE LOCUST AVENUE.
11. FOUND SPIKE AND WASHER, TAGGED "LS 8403", FLUSH, PER R4, IN SAME POSITION AS SPIKE AND WASHER TAG "LS 5134" PER R1, ACCEPTED AS ANGLE POINT IN ARMSTRONG ROAD.
12. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.1', PER R1. ACCEPTED AS POINT ON CENTERLINE 7TH STREET.
13. S.F.N. SOUTH QUARTER CORNER SECTION 33, T15, R5W, SBM. ESTABLISHED BY INTERSECTING LINES 118 - 119 AND 21 - 24.
14. FOUND SPIKE AND WASHER STAMPED "LS 8403", FLUSH, PER R4. ACCEPTED AS CENTERLINE INTERSECTION OF LOCUST AVENUE AND 7TH STREET.
15. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.2', PER R1. ACCEPTED AS NORTHEAST CORNER OF TRACT 3 (POINT 3) OF MB 12/32 (POINT 91 NOTED ON MB 6/31, RV.G.) ON JURUPA RANCHO AT OFFSET N65W, 0.6' PER R1. (SEE DETAIL "A" SHEET 11)
16. FOUND 2" BRASS DISK, STAMPED "S.B. CO. SURV. N 1/4 SEC 4 1989", UP 0.1' PER R1 & R3 ACCEPTED AS NORTH QUARTER CORNER SECTION 4, T25, R5W, SBM & SOUTHEASTERLY CORNER TRACT 3 OF MB 12/32.
17. FOUND 2" BRASS DISK, STAMPED "S.B. CO. SURV. 1989", PER R1 & R3. ACCEPTED AS ANGLE POINT IN COUNTY BOUNDARY LINE & SOUTHWESTERLY CORNER TRACT 3 OF MB 12/32.
18. FOUND 2" BRASS DISK, STAMPED "S.B. CO. SURV. 1989", PER R1 & R3. ACCEPTED AS ANGLE POINT IN COUNTY BOUNDARY LINE AND POINT ON SOUTHERLY LINE SEC 33, T15, R5W, SBM.
19. FOUND 2" BRASS DISK, STAMPED "LS 4218", FLUSH PER R1, R2 & R3. ACCEPTED AS SOUTHWEST CORNER SECTION 33, T15, R5W, SBM.
20. S.F.N. ESTABLISHED INTERSECTION OF ARMSTRONG ROAD AND SOUTHERLY LINE SEC. 33 BY PROMOTION PER R1 BETWEEN FOUND MONUMENTS 118 - 119.
21. FOUND 1" IRON PIPE, TAGGED "LS 5529", DOWN 0.1', NO REFERENCE, FITS POSITION OF SPIKE AND TAG LS 5134 PER R1. ACCEPTED AS WEST QUARTER CORNER SECTION 33, T15, R5W, SBM.
22. FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "WEBB LS 5529", FLUSH, PER R5. ACCEPTED AS POINT ON WESTERLY LINE OF SECTION 33, T15, R5W, SBM.
23. ESTABLISHED LINES FOR ADJOINING DEEDS PER RECORD DATA FROM R1 AND R2.
24. FOUND 3"x3" CONCRETE POST PER R1, R3 & R4. ACCEPTED AS POINT ON EASTERLY LINE SECTION 33, T15, R5W, SBM.
25. ESTABLISHED BY INTERSECTING LINES 21 - 113 AND 17 - 118.
26. P.O.B. D5 & D10 ESTABLISHED HOLDING RECORD DISTANCE OF 552.08' FROM THE INTERSECTION OF THE CENTERLINE OF LOCUST AVENUE AND THE PERPENDICULAR TIE FROM THE NORTHEAST CORNER OF LOCUST AVENUE AND 11TH STREET PER D5.
27. ANGLE POINT IN CENTERLINE OF D10. ESTABLISHED HOLDING RECORD ANGLE AND DISTANCE FROM LINE 21 - 118 PASSING THROUGH 26.
28. WESTERLY TERMINUS OF CENTERLINE OF D10. ESTABLISHED HOLDING RECORD DISTANCE OF 625.00' FROM 1 PER R1 & D10.
29. NORTHEAST CORNER OF D4. ESTABLISHED HOLDING RECORD OFFSET FROM 6.
30. EASTERLY TERMINUS OF CENTERLINE OF D5. ESTABLISHED HOLDING RECORD DISTANCE OF 1155.27' FROM 109 PER D5.
31. FOUND SPIKE AND WASHER STAMPED "S.B. CO.", FLUSH PER R2. ACCEPTED AS CENTERLINE INTERSECTION OF 14TH STREET AND LINDEN AVENUE.
32. FOUND 1" IRON PIPE TAG ILLEGIBLE, DOWN 0.4'. ACCEPTED AS SAME 1" IRON PIPE TAGGED "S.B. CO." PER R2 BEING THE CENTERLINE INTERSECTION OF 13TH STREET AND LINDEN AVENUE.
33. FOUND C-NAIL DOWN 0.1' PER R2. ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF 11TH STREET AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF PARCEL 2 OF D4.
34. NORTHWESTERLY CORNER OF PARCEL 1, D8. ESTABLISHED HOLDING RECORD DATA FROM 27 PER D8.
35. NORTHEASTERLY COURSES OF PARCEL 2a, D8. ESTABLISHED HOLDING RECORD DATA (CONVERTED TO GROUND) FROM 34 PER R1.
36. POINT OF BEGINNING OF OPEN SPACE AREA 2, D11; ESTABLISHED BY INTERSECTING 10 AND THE EASTERLY LINE OF PARCEL 2, D8.
37. ANGLE POINT IN THE SOUTHERLY LINE OF D8. ESTABLISHED BY INTERSECTING CENTERLINE OF D10 DISTANT SOUTHERLY 140.00 FEET, MEASURED AT RIGHT ANGLES.
38. NORTHEASTERLY CORNER OF OPEN SPACE AREA 3, D11; ESTABLISHED BY HOLDING RECORD DISTANCE OF 974.49' FROM 37 PER D11.
39. SOUTHERLY COURSES OF OPEN SPACE AREA 3, D11; ESTABLISHED BY HOLDING RECORD DATA FROM LINE 37 - 38 PASSING THROUGH 38 PER D11.
40. EASTERLY TERMINUS OF THE CENTERLINE OF D12 AND PARCEL 3, D8. ESTABLISHED HOLDING RECORD DISTANCE OF 47.00' FROM 10, MEASURED ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33; PER D8 AND D12.
41. CENTERLINE OF D12 AND PARCEL 3, D8; ESTABLISHED PER RECORD DATA FROM 21 FROM THE WEST AND RECORD DATA FROM 39 FROM THE EAST, PER D8 AND D12.
42. NORTHEASTERLY CORNER OF OPEN SPACE AREA 1, D11; ESTABLISHED HOLDING RECORD DISTANCE OF 261.05' FROM THE WESTERLY TERMINUS OF THE SOUTHERLY LINE OF PARCEL 3, D8 PER D11.

MAP & OTHER REFERENCES:

- | | |
|-----------------------------|------------------|
| R1 RECORD OF SURVEY 04-036 | R.S.B. 124/36-39 |
| R2 RECORD OF SURVEY 06-375 | R.S.B. 143/61-63 |
| R3 RECORD OF SURVEY | R.S.B. 81/73-75 |
| R4 RECORD OF SURVEY 14-141 | R.S.B. 155/85 |
| R5 RECORD OF SURVEY 18/0052 | R.S.B. 164/89 |
-
- | |
|---|
| D1 DEED 452/387 O.R. JURUPA AVE. 30' R/W |
| D2 DEED 5086/388 O.R. LOCUST AVE. 33' R/W |
| D3 DEED 3641/245 O.R. EAST BOUNDARY LINE |
| D4 DEED 1627/371 O.R. EASEMENT CONTROL LINE |
| D5 DEED 1878/107 O.R. C.L. 150' EASEMENT |
| D6 DEED 5806/538 O.R. NORTH LINE EASEMENT/PL |
| D7 DEED 5806/544 O.R. |
| D8 FINAL ORDER OF CONDEMNATION 2386/797 O.R. |
| D10 DEED 1914/330 O.R. C.L. 150' EASEMENT |
| D11 DEED INST. NO. 2022-0279980, O.R. OPEN SPACE DEDICATION |
| D12 DEED INST. NO. 2023-0234805, O.R. |

BASIS OF BEARINGS:

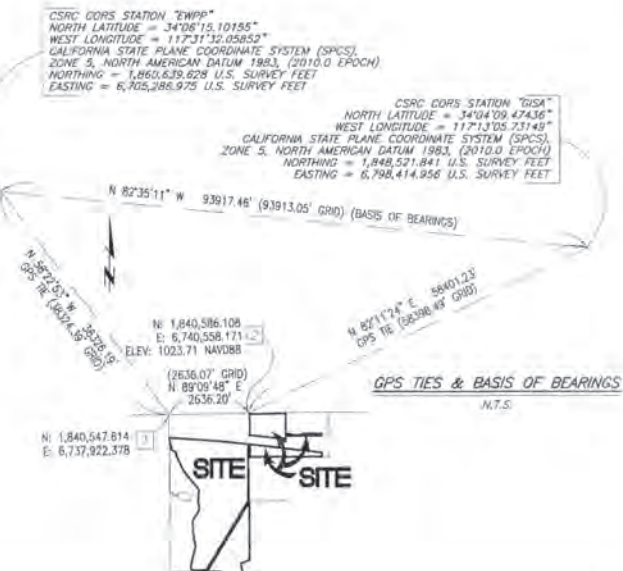
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCSBS), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83) BASED LOCALLY ON CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "EWPP" AND "GUSA" AS SHOWN HEREON (BASIS OF BEARINGS: S 82°35'11" E). ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

COORDINATES SHOWN ARE BASED ON NAD83, CCSBS, ZONE 5, 2010.0 EPOCH, AS FURNISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) AND PUBLISHED WITH THE NATIONAL GEODETIC SURVEY (NGS). ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.9999530313 DERIVED LOCALLY AT 34°02'54.881321568" NORTH, 117°24'34.020973550" WEST WITH A NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) GPS DERIVED ELEVATION OF 1023.71'.

THE CONVERGENCE ANGLE AT 15 IS 0°20'11.833336095".

NOTE:

SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 6, 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.



NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

PARCEL MAP NO. 19156

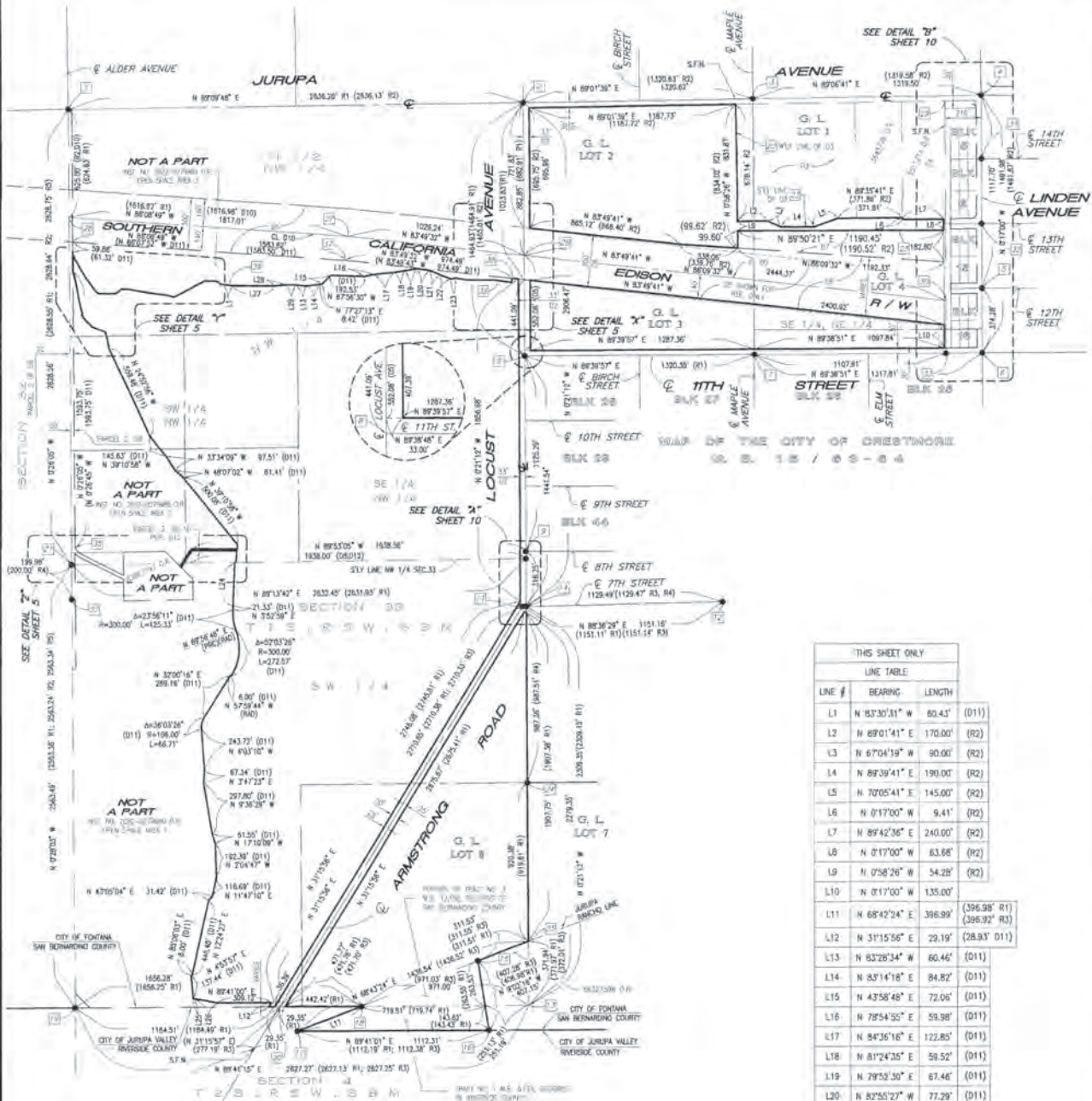
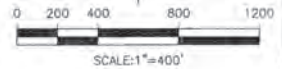
SHEET 4 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 386, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

BOUNDARY ESTABLISHMENT



THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 83°30'31" W	60.43' (D11)
L2	N 89°01'41" E	170.00' (R2)
L3	N 87°04'19" W	90.00' (R2)
L4	N 89°39'41" E	190.00' (R2)
L5	N 70°05'41" E	145.00' (R2)
L6	N 01°17'00" W	9.41' (R2)
L7	N 89°42'36" E	240.00' (R2)
L8	N 01°17'00" W	63.68' (R2)
L9	N 03°28'26" W	54.28' (R2)
L10	N 01°17'00" W	135.00' (R2)
L11	N 68°42'24" E	386.99' (386.98' R1) (386.92' R3)
L12	N 31°15'56" E	29.19' (28.93' D11)
L13	N 83°28'34" W	60.46' (D11)
L14	N 83°14'18" E	84.82' (D11)
L15	N 43°58'48" E	72.05' (D11)
L16	N 78°54'55" E	59.98' (D11)
L17	N 84°36'16" E	122.85' (D11)
L18	N 81°24'35" E	59.52' (D11)
L19	N 78°52'30" E	67.46' (D11)
L20	N 82°55'27" W	77.29' (D11)
L21	N 68°19'27" W	64.60' (D11)
L22	N 68°58'57" W	69.29' (D11)
L23	N 78°50'21" E	26.02' (D11)
L24	N 1°58'28" E	241.97' (D11)
L25	N 85°06'03" E	5.00' (D11)
L26	N 80°41'13" W	139.07' (D11)
L27	N 89°37'44" W	239.68' (D11)
L28	N 84°12'59" E	60.63' (D11)
L29	N 89°37'44" W	60.62' (D11)

LEGEND:

- () INDICATES RECORD PER MAP REFERENCE.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 5750", FLUSH.

NOTE:

IN THE EVENT THE ABOVE TYPE OF MONUMENT CANNOT BE SET DUE TO UNFORESEEN CIRCUMSTANCES, A LEAD & TACK, TAGGED "LS 5750" WILL BE SET FLUSH IN CONCRETE ON THE PROOF ON TOP OF CURB.

NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

THIS SHEET ONLY			
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	17°59'55"	136.15'	43.36'
C2	39°55'11"	128.15'	69.29'
C3	28°51'40"	118.15'	59.51'
	28°50'58"	118.15'	59.58'

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

PARCEL MAP NO. 19156

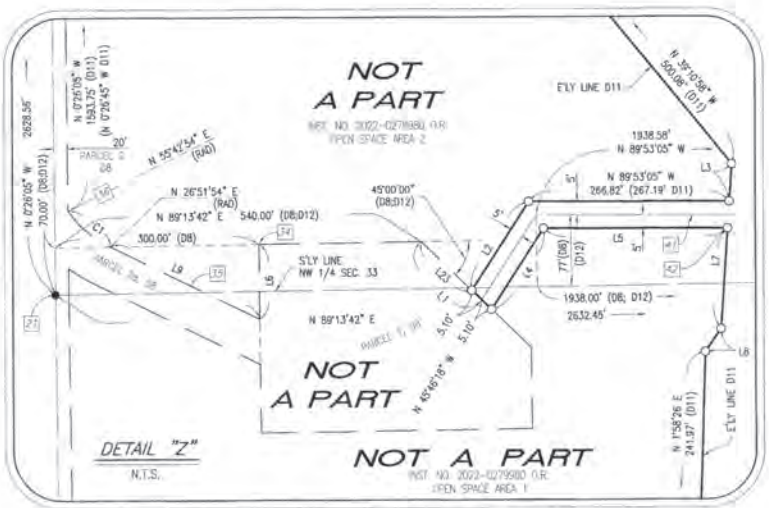
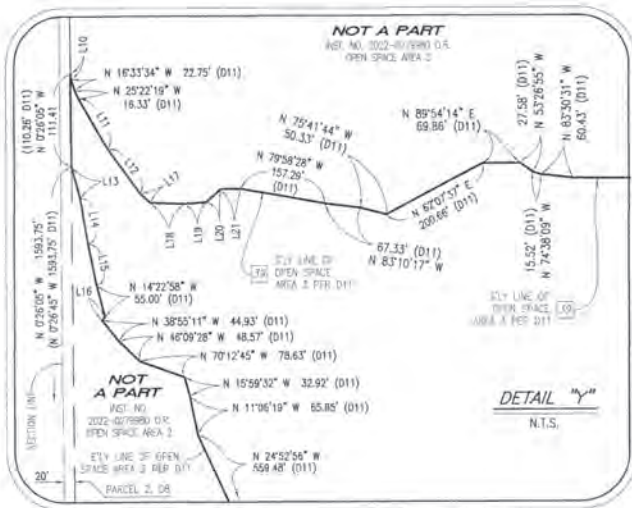
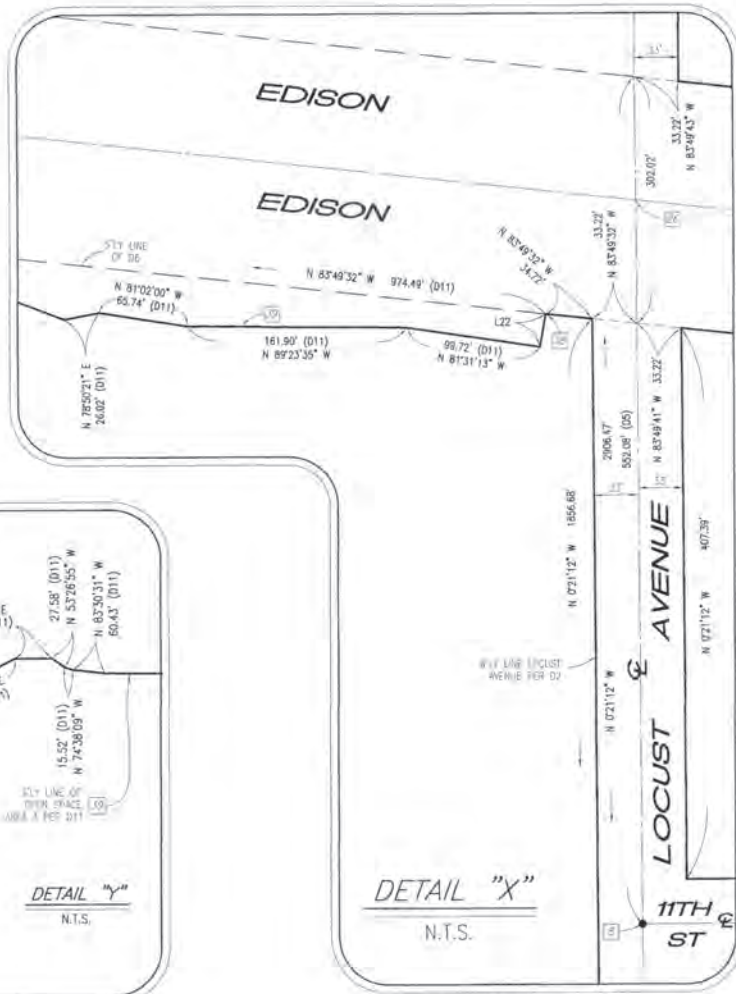
SHEET 5 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 34, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

THIS SHEET ONLY							
LINE TABLE							
LINE #	BEARING	LENGTH	REF.	LINE #	BEARING	LENGTH	
L1	N 45°46'18" W	127.00'	(DB.012)	L13	N 15°14'04" W	53.96'	(D11)
L2	N 32°47'43" E	117.89'	(D11)	L14	N 10°11'36" W	77.37'	(D11)
L3	N 3°53'38" E	23.97'	(D11)	L15	N 11°16'15" W	69.59'	(D11)
L4	N 32°47'43" E	114.45'	(D11)	L16	N 51°04'49" E	6.73'	(D11)
L5	N 89°53'05" W	261.05'	(D11)	L17	N 48°06'02" W	25.00'	(D11)
L6	N 0°28'03" W	133.79'	(R1)	L18	N 88°27'09" W	62.55'	(D11)
L7	N 3°52'59" E	60.41'	(D11)	L19	N 85°37'52" E	40.92'	(D11)
L8	N 34°15'48" E	15.94'	(D11)	L20	S 47°53'42" W	35.92'	(D11)
L9	N 83°35'58" W	264.83'	(R1)	L21	N 89°23'23" E	37.76'	(D11)
L10	N 11°02'00" W	8.37'	(D11)	L22	N 10°09'14" E	24.90'	(D11)
L11	N 29°50'33" W	107.43'	(D11)	L23	N 45°46'18" W	121.90'	(D11)
L12	N 36°00'00" W	102.47'	(D11)				



THIS SHEET ONLY			
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	28°50'59"	118.16'	59.50'
	28°50'59"	118.16'	59.50'
	28°51'40"	118.15'	59.51'

NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

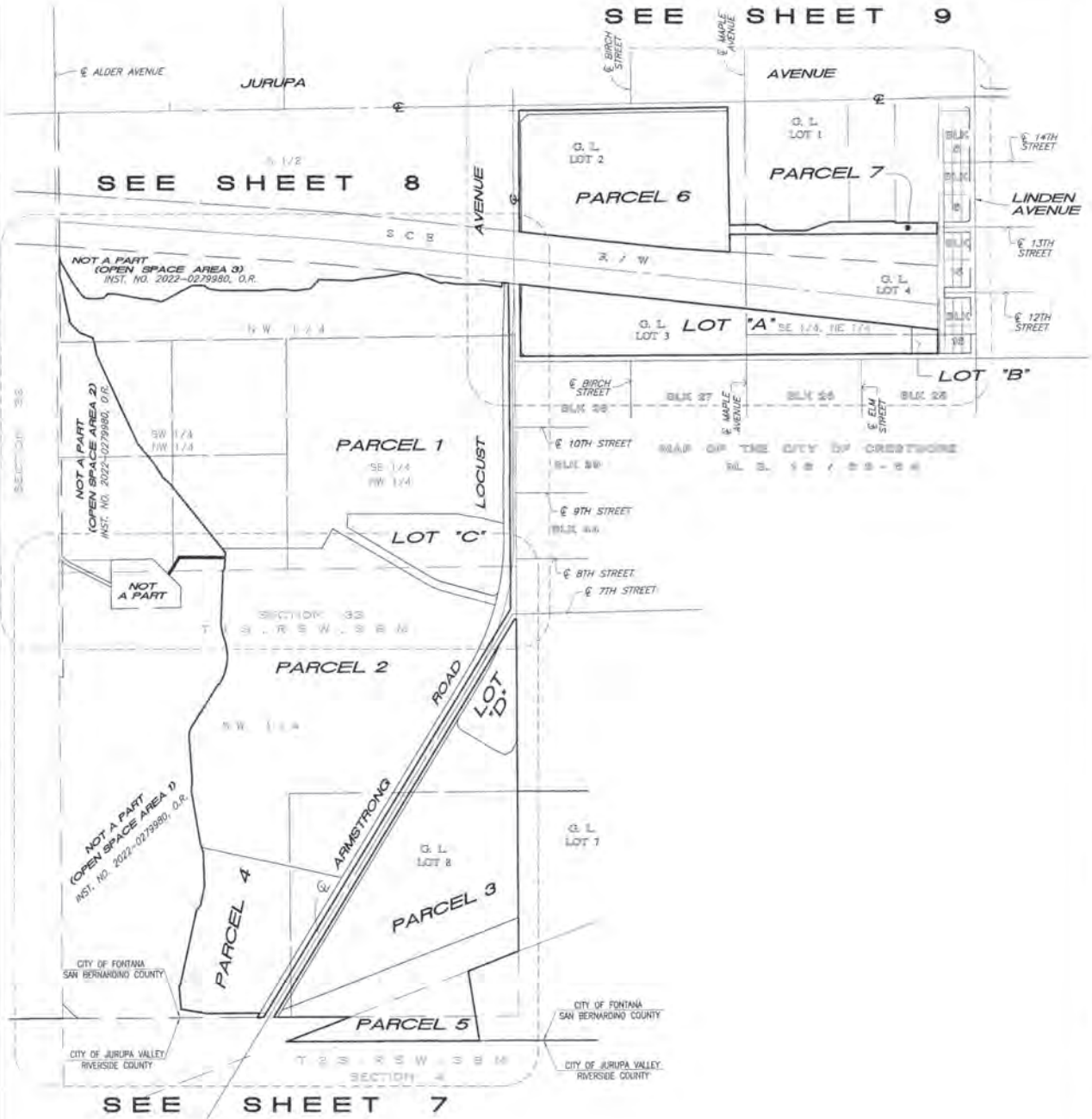
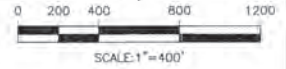
SHEET 6 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 39, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

INDEX SHEET



NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

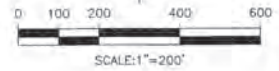
PARCEL MAP NO. 19156

SHEET 7 OF 13 SHEETS

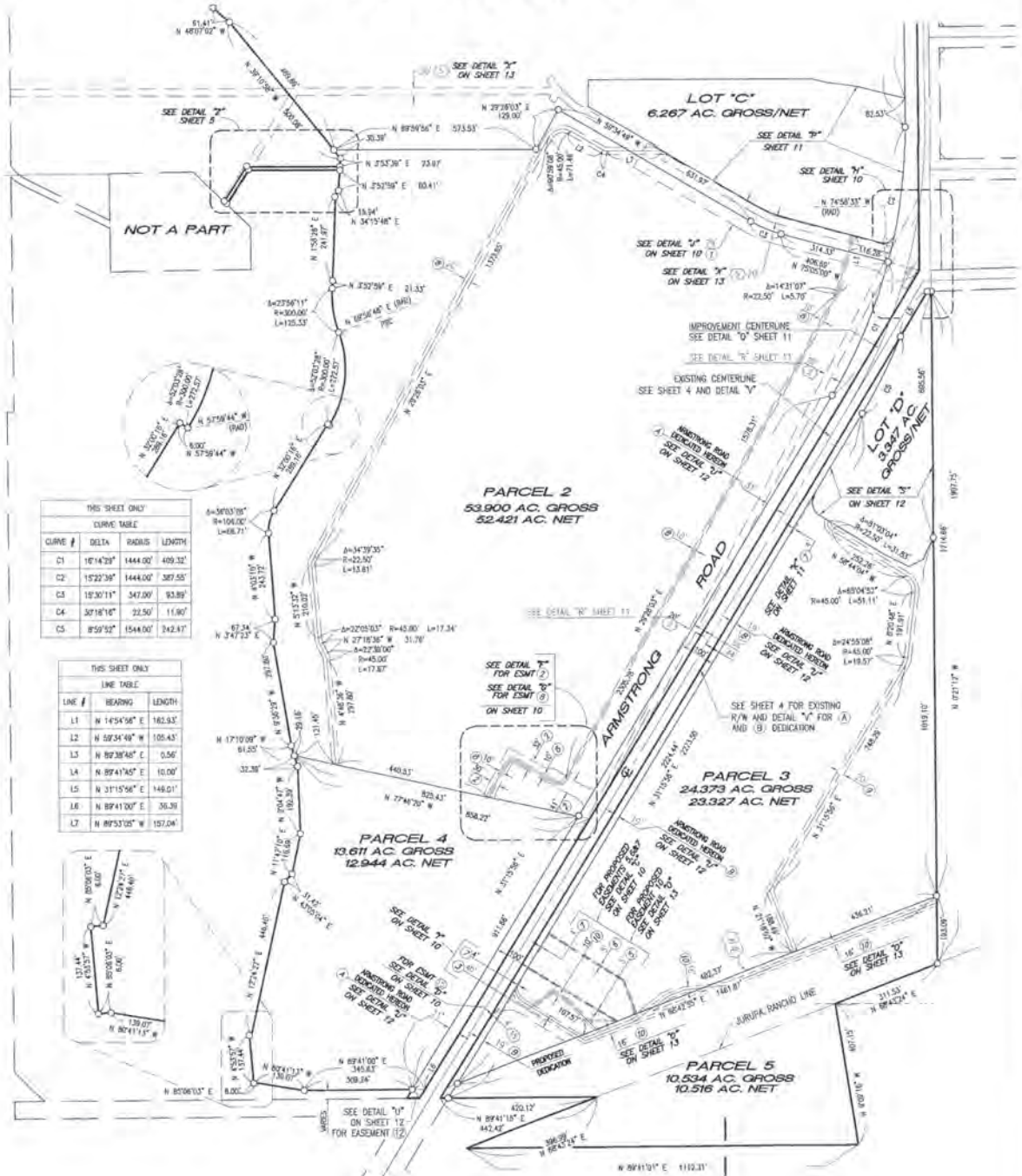
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



SEE SHEET 8



THIS SHEET ONLY

CURVE #	DELTA	RADIUS	LENGTH
C1	10°14'29"	1444.00'	409.32'
C2	15°22'38"	1444.00'	307.55'
C3	10°30'11"	347.00'	93.89'
C4	30°18'16"	22.50'	11.90'
C5	8°59'52"	1544.00'	342.47'

THIS SHEET ONLY

LINE #	BEARING	LENGTH
L1	N 14°54'56" E	162.93'
L2	N 50°34'48" W	105.43'
L3	N 89°30'40" E	0.56'
L4	N 89°41'40" E	10.00'
L5	N 31°15'56" E	148.01'
L6	N 89°41'20" E	30.39'
L7	N 89°53'05" W	197.04'

NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

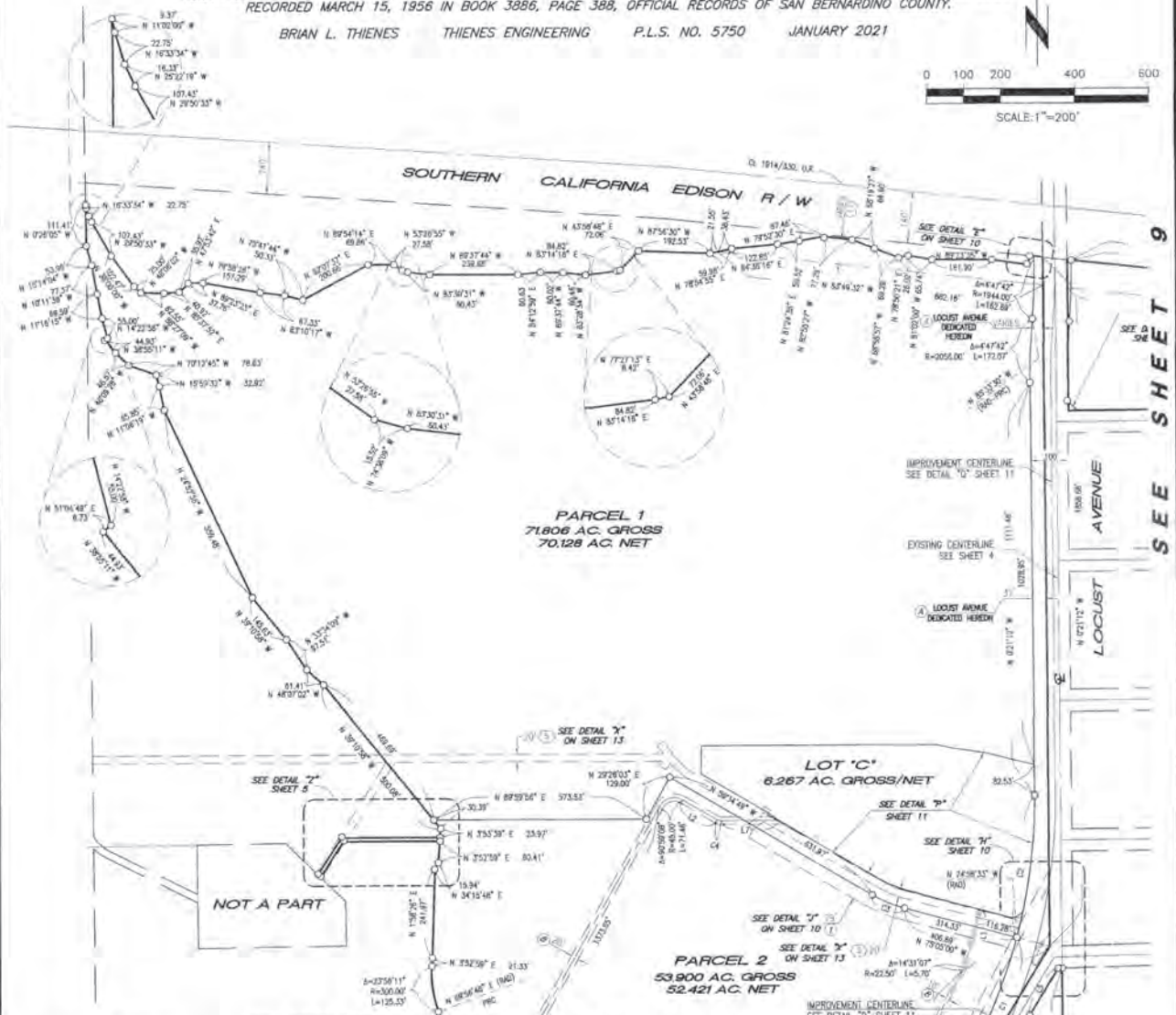
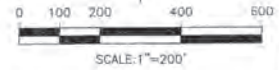
NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY; A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY

CURVE #	DELTA	RADIUS	LENGTH
C1	18°14'29"	1444.00'	408.32'
C2	12°22'39"	1444.00'	387.55'
C3	15°30'11"	347.00'	93.89'
C4	37°18'16"	22.50'	11.80'
C5	85°52'	1544.89'	242.47'

THIS SHEET ONLY

LINE #	BEARING	LENGTH
L1	N 145°54' E	162.93'
L2	N 58°54'48" W	105.43'
L3	N 89°30'48" E	0.58'
L4	N 89°41'45" E	10.00'
L5	N 31°15'50" E	598.01'
L6	N 89°41'00" E	26.38'
L7	N 89°53'05" W	157.04'

SEE SHEET 7

PROPOSED DEDICATIONS:

- (A) ARMSTRONG ROAD AND LOCUST AVENUE ABUTTING PARCELS 1, 2 & 4
- (B) ARMSTRONG ROAD ABUTTING PARCELS 3 & 5
- (C) LOCUST AVENUE ABUTTING LOT "A"
- (D) LOCUST AVENUE ABUTTING PARCEL 5
- (E) JURUPA AVENUE ABUTTING PARCEL 6

PROPOSED EASEMENTS:

- (1) A 78' WIDE RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2.
- (2) A VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 4.
- (3) A 40' AND VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (4) NOT USED
- (5) AN EASEMENT FOR WATER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (6) AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (7) AN EASEMENT OF VARIABLE WIDTH FOR PUBLIC ACCESS AND SIDEWALK PURPOSES ALONG ARMSTRONG ROAD, LOCUST AVENUE AND JURUPA AVENUE TO THE CITY OF FONTANA AS SHOWN ON THIS MAP
- (8) RECIPROCAL EASEMENT FOR STORM DRAIN PURPOSES OVER PARCELS 1 AND 2 FOR THE BENEFIT OF PARCEL 2 AND PARCEL 4.
- (9) AN EASEMENT FOR STORM DRAIN PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (10) AN EASEMENT FOR PUBLIC ACCESS AND TRAIL PURPOSES TO THE CITY OF FONTANA AS SHOWN ON THIS MAP.
- (11) AN EASEMENT FOR STORM DRAIN PURPOSES TO THE CITY OF FONTANA AS SHOWN ON THIS MAP.

NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT AND LINE TABLE.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

SEE SHEET 9

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

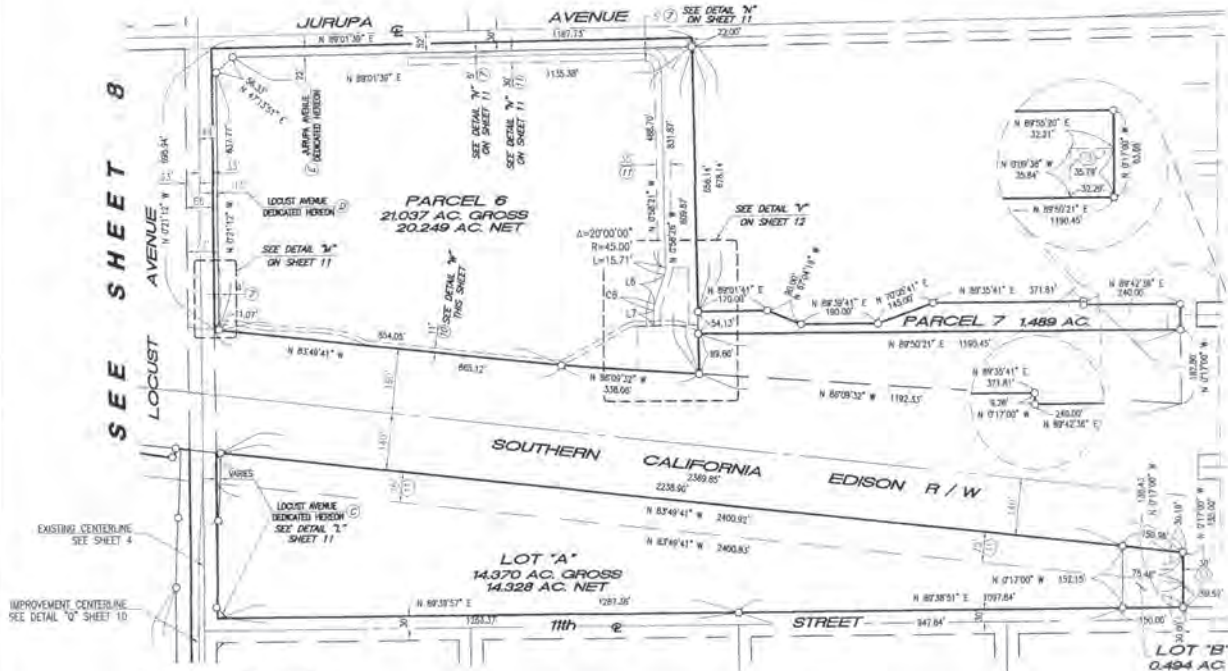
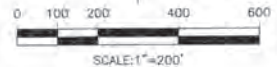
PARCEL MAP NO. 19156

SHEET 9 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

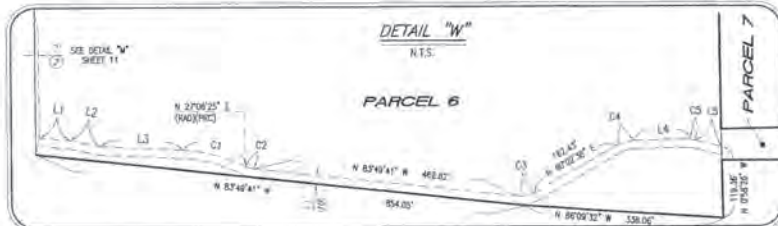


EXISTING EASEMENTS:

- (1) AN EASEMENT FOR THE FUTURE OPERATION OF A CEMENT PLANT, QUARRIES AND ROCK CRUSHERS AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE PORTLAND CEMENT COMPANY, RECORDED IN BOOK 555, PAGE 395 OF DEEDS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (2) AN EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC LIGHT AND POWER CORPORATION, RECORDED MARCH 22, 1917, IN BOOK 609, PAGE 110 OF DEEDS.
- (3) AN EASEMENT FOR POLE AND CONDUIT PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC LIGHT AND POWER CORPORATION, RECORDED MARCH 22, 1917 IN BOOK 609, PAGE 111 OF DEEDS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (4) AN EASEMENT FOR THE RIGHT, PRIVILEGE EASEMENT AND SERVITUDE TO CAST, THROW OR DEPOSIT ROCKS, STONES, DIRT OR OTHER MATERIALS AND INCIDENTAL PURPOSES, IN FAVOR OF GREAT WESTERN IMPROVEMENT COMPANY, RECORDED AS BOOK 90, PAGE 323 OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE)
- (5) WEST VALLEY WATER DISTRICT, A COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES, ACCESS AND INCIDENTAL PURPOSES RECORDED JUNE 13, 2023 AS INSTRUMENT NO. 2023-0144970 OF OFFICIAL RECORDS.
- (6) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF THE SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED NOVEMBER 23, 1928, IN BOOK 563, PAGE 151 OF OFFICIAL RECORDS. (EASEMENT CENTERLINE PLOTTED HEREON)
- (7) AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, RECORDED JULY 2, 1941, IN BOOK 1484, PAGE 197 OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (8) AN EASEMENT FOR RIGHTS OF WAY IN FAVOR OF UNITED STATES OF AMERICA AS RESERVED IN PATENT RECORDED DECEMBER 26, 1894 IN BOOK E, PAGE 57 OF PATENTS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (9) AN EASEMENT FOR THE VARIOUS EFFECTS OF A NEIGHBORING QUARRY AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE CEMENT COMPANY, RECORDED AS BOOK 2052, PAGE 152 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- (10) AN EASEMENT FOR RIGHTS OF WAY IN FAVOR OF UNITED STATES OF AMERICA AS RESERVED IN PATENT RECORDED JULY 20, 1917 IN BOOK H, PAGE 271 OF PATENTS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (11) AN EASEMENT FOR THE RIGHT TO TRIM AND TOP TREES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 5, 1952 IN BOOK 3016, PAGE 97 OF OFFICIAL RECORDS.
- (12) AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 26, 1957 IN BOOK 4289, PAGE 270 OF OFFICIAL RECORDS.
- (13) AN EASEMENT FOR PRIVATE ROADWAY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED NOVEMBER 26, 1962 IN BOOK 5806, PAGE 546 OF OFFICIAL RECORDS.
- (14) AN EASEMENT FOR THE RIGHT TO DRAIN EXCESS WATER FROM THE RESERVOIR SITE DUE TO NATURAL CAUSES AND RESERVOIR OVERFLOW INTO THE NATURAL DRAINAGE COURSE, PERMANENT CUT AND FILL SLOPES, FLOWAGE RIGHTS FOR THE PURPOSE OF STORM RUNOFF AND OVERFLOW FROM A WATER RESERVOIR AND INCIDENTAL PURPOSES IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED JUNE 30, 1972, AS BOOK 7967, PAGE 795, AND RECORDED MARCH 13, 1974 AS BOOK 8386, PAGE 797, BOTH OF OFFICIAL RECORDS. (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION)
- (15) AN EASEMENT FOR CONSTRUCTING, USING, MAINTAINING, ALTERING, ADDING TO, REPAIRING, REPLACING, INSPECTING, RELOCATING AND OR REMOVING AT TIME AND FROM TIME TO TIME, STUB POLES, GUY WIRES, ANCHORS AND OTHER APPURTENANT FIXTURES AND/OR EQUIPMENT MADE FOR ANCHORAGE PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 13, 1984 AS INSTRUMENT NO. 84-165808 OF OFFICIAL RECORDS.
- (16) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 24, 1983 AS INSTRUMENT NO. 93-220542 OF OFFICIAL RECORDS. (SEE DETAIL "H" ON SHEET 9)

THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 84°58'19" W	53.31'
L2	S 78°11'24" E	53.42'
L3	S 87°14'04" E	145.29'
L4	S 89°01'39" W	88.22'
L5	N 76°23'31" W	47.90'
L6	N 19°01'36" E	77.68'
L7	N 0°58'21" W	39.01'

THIS SHEET ONLY			
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	24°22'29"	260.50'	110.82'
C2	20°58'07"	39.50'	14.46'
C3	36°07'41"	49.50'	31.21'
C4	28°50'01"	60.50'	30.80'
C5	14°34'56"	80.50'	15.40'
C6	20°00'00"	45.00'	15.71'



NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

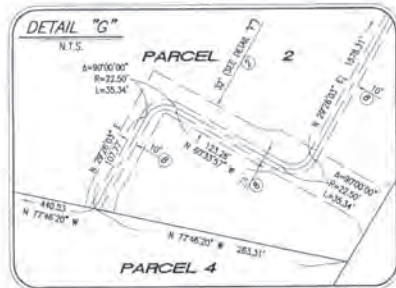
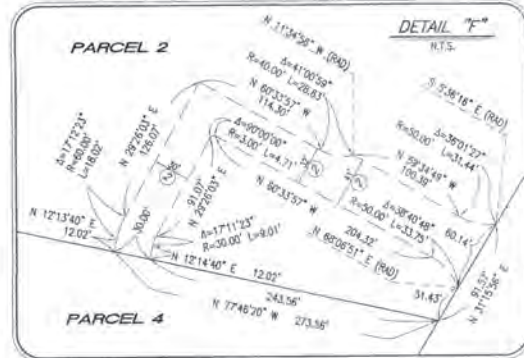
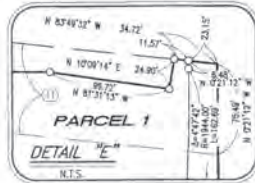
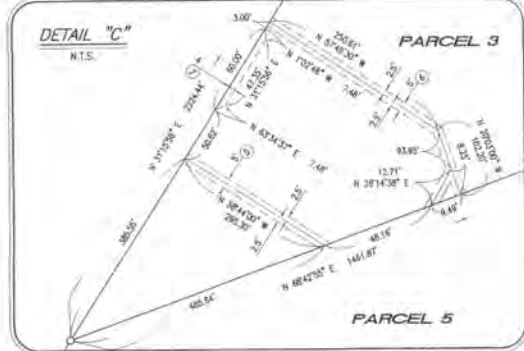
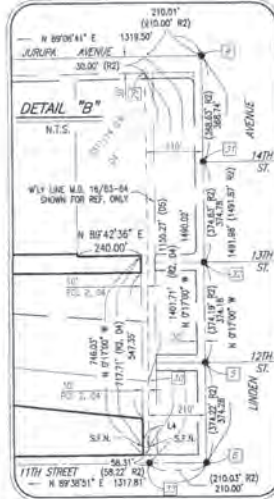
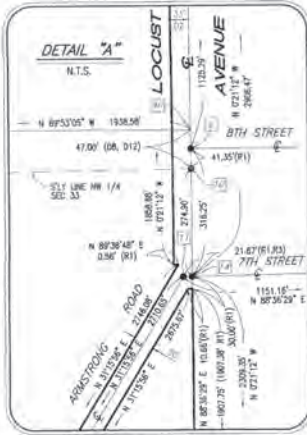
PARCEL MAP NO. 19156

SHEET 10 OF 13 SHEETS

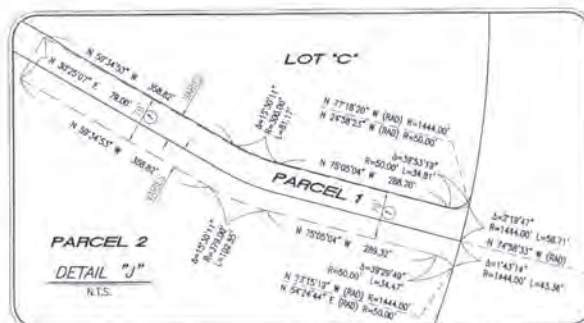
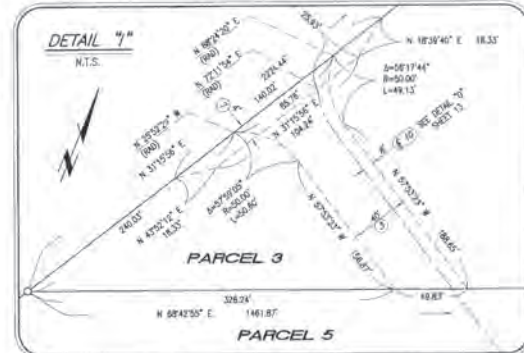
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 39, RECORDS OF SAN BERNARDINO COUNTY; A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 45°44'31" E	51.98'
L2	N 31°15'56" E	82.94'
L3	N 87°31'3" E	40.95'
L4	N 89°41'45" E	10.00'



NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

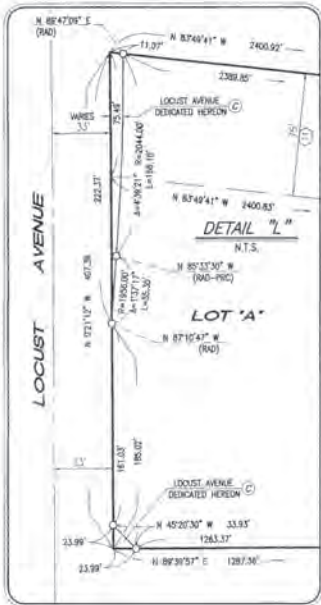
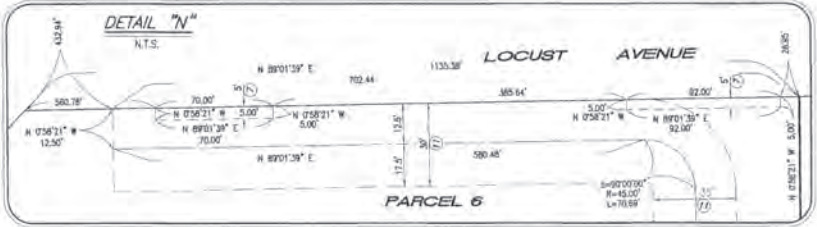
PARCEL MAP NO. 19156

SHEET 11 OF 13 SHEETS

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

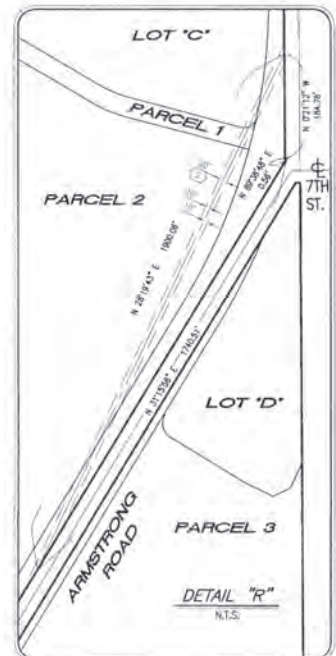
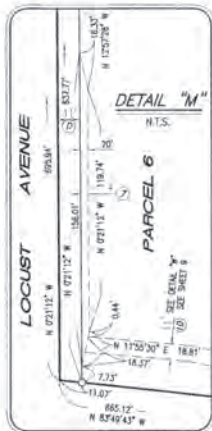
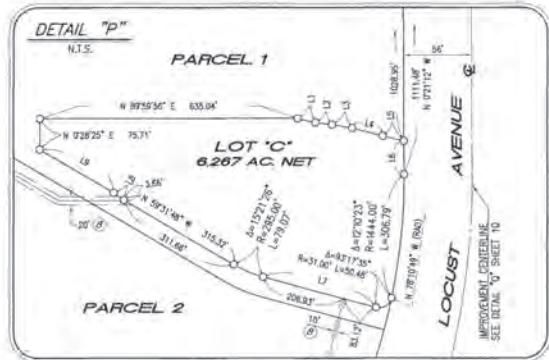
BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 39, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY

LINE #	BEARING	LENGTH
L1	S 77°31'15" E	45.41'
L2	S 82°39'12" E	41.55'
L3	S 80°39'24" E	50.55'
L4	S 75°37'28" E	78.30'
L5	S 76°37'24" E	53.78'
L6	S 02°11'12" E	82.53'
L7	N 74°53'14" W	290.05'
L8	N 54°29'03" W	30.18'
L9	N 59°34'49" W	210.73'



NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

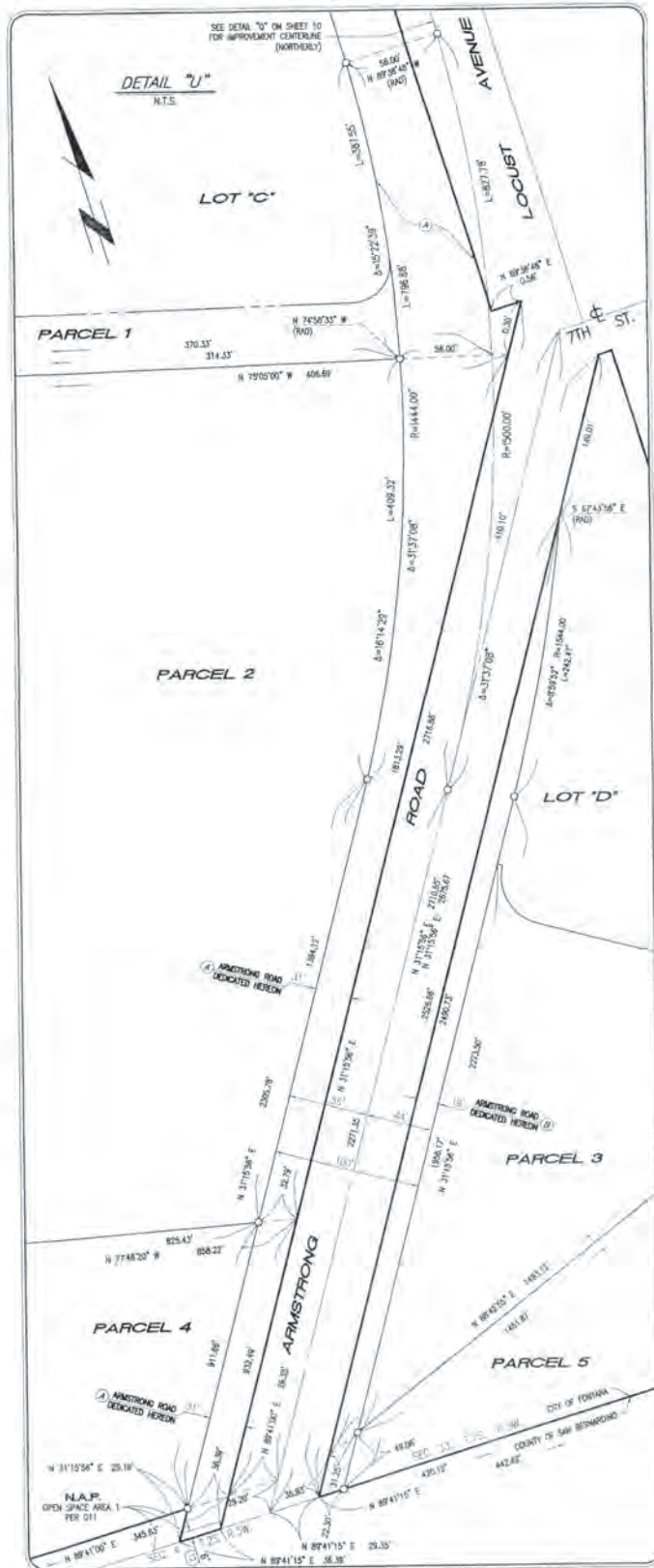
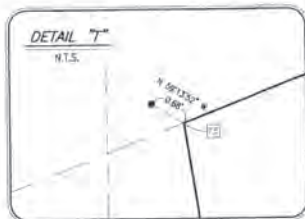
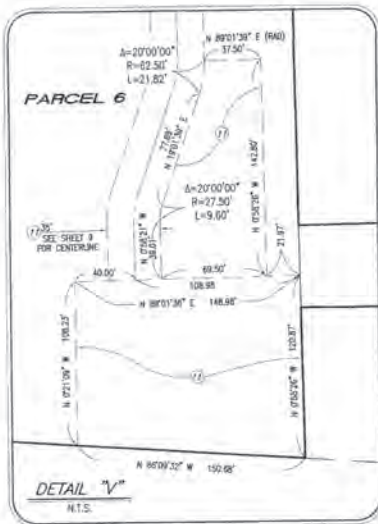
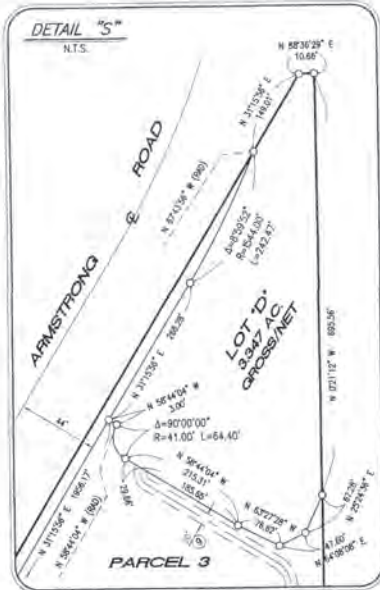
PARCEL MAP NO. 19156

SHEET 12 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 5 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

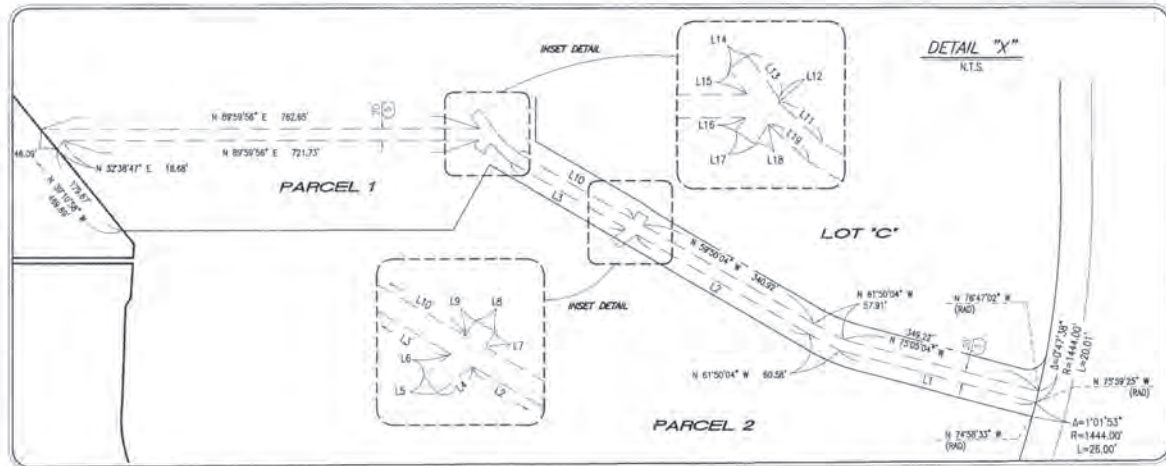
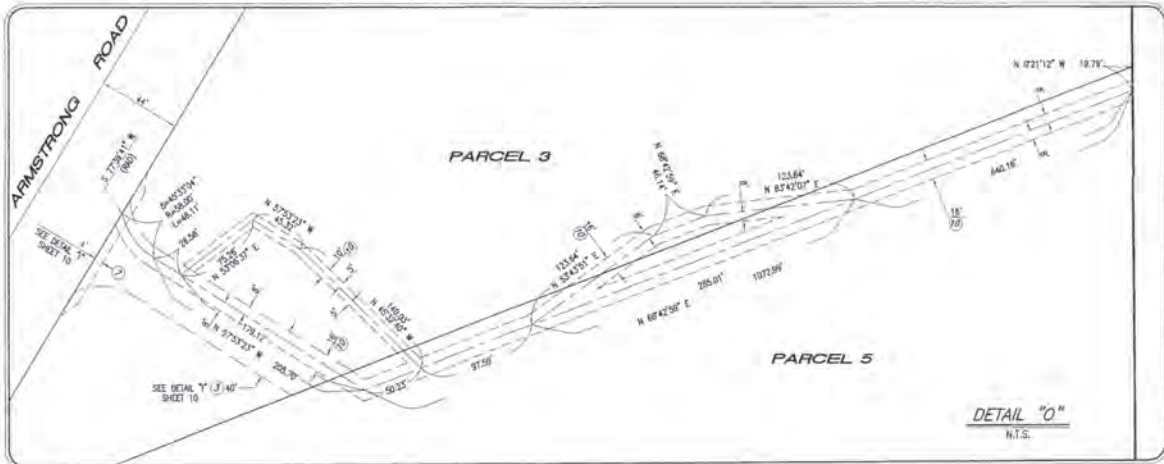
PARCEL MAP NO. 19156

SHEET 13 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



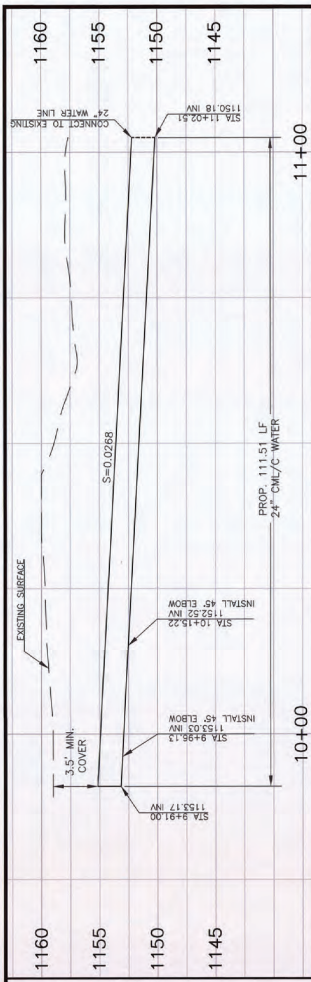
THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 75°05'04" W	352.00'
L2	N 59°50'04" W	343.14'
L3	N 59°50'04" W	227.79'
L4	N 52°12'20" E	37.76'
L5	N 37°47'40" W	20.00'
L6	N 52°12'20" E	26.69'
L7	N 30°25'07" E	15.78'
L8	N 59°34'53" W	20.00'
L9	N 30°25'07" E	15.87'
L10	N 59°50'04" W	228.99'

THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L11	N 47°00'04" W	51.10'
L12	N 0°00'04" W	3.72'
L13	N 36°23'16" W	45.58'
L14	N 53°36'44" E	20.00'
L15	N 36°23'16" W	26.80'
L16	N 33°07'06" E	14.56'
L17	N 56°52'54" W	20.00'
L18	N 33°07'06" E	20.50'
L19	N 47°00'04" W	46.92'

NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11 AND 12 FOR EASEMENT DETAILS AND NOTES.

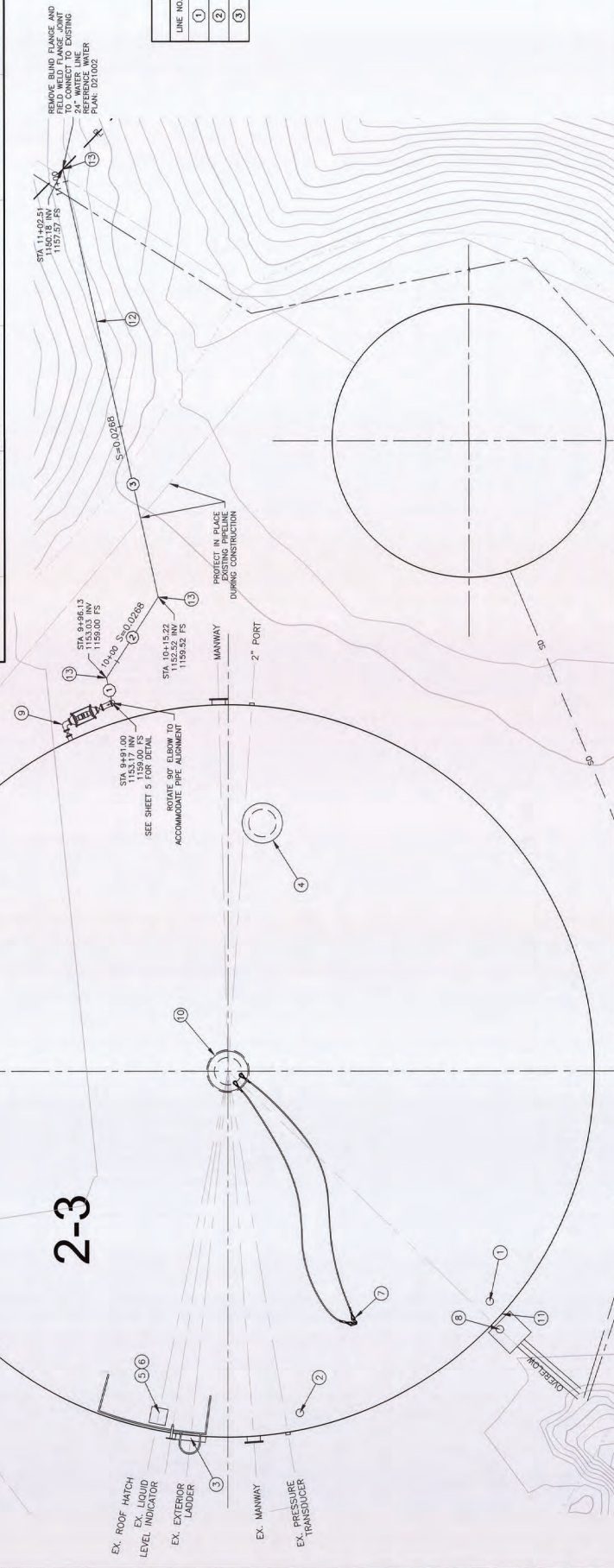
Exhibit B



PROFILE SCALE
 HORIZ. - 1" = 10'
 VERT. - 1" = 5'

LINE TABLE

LINE NO.	LENGTH	BEARING
1	5.13'	N77°17'47"E
2	19.00'	N67°29'23"W
3	87.29'	N77°30'37"E



- CONSTRUCTION NOTES:**
- REMOVE THE BOTTOM DRAIN, PLATE OVER THE OPENING, AND ABANDON IN PLACE PER DETAIL 1 ON SHEET 4.
 - REMOVE THE EXISTING BOTTOM INLET, PLATE OVER THE OPENING, AND ABANDON IN PLACE PER DETAIL 2 ON SHEET 4.
 - FURNISH AND INSTALL A NEW SAFETY GATE AT THE TOP OF THE EXTERIOR LADDER PER DETAIL 3 ON SHEET 4.
 - FURNISH AND INSTALL A NEW 24" AUXILIARY ROOF VENT PER DETAIL 4 ON SHEET 4.
 - REMOVE AND DISPOSE OF THE INTERIOR LADDER AND INSTALL A NEW INTERIOR LADDER PER DETAIL 5 ON SHEET 4.
 - FURNISH AND INSTALL A NEW SAF-T-Climb ON THE INTERIOR LADDER PER DETAIL 5 SHEET 4.
 - FURNISH AND INSTALL A NEW ROOF FALL RESTRAINT SYSTEM PER DETAIL 6 ON SHEET 5.
 - REMOVE AND DISPOSE OF THE EXISTING OVERFLOW AND INSTALL A NEW OVERFLOW AND CATCH BASIN PER DETAIL ON SHEET 5.
 - FURNISH AND INSTALL A NEW INLET/OUTLET ASSEMBLY PER DETAIL 8 ON SHEET 5.
 - FURNISH AND INSTALL NEW CENTER VENT SCREENING.
 - FURNISH AND INSTALL A NEW 8" SHELL DRAIN PER DETAIL 7 ON SHEET 5.
 - FURNISH AND INSTALL NEW 24" CML/C FULLY WELDED PIPELINE CLASS 150 (8 GA) AND PIPE BEDDING PER STD. DETAIL W-1.
 - 45° ELBOW

- CONSTRUCTION NOTES:**
- REMOVE THE BOTTOM DRAIN, PLATE OVER THE OPENING, AND ABANDON IN PLACE PER DETAIL 1 ON SHEET 4.
 - REMOVE THE EXISTING BOTTOM INLET, PLATE OVER THE OPENING, AND ABANDON IN PLACE PER DETAIL 2 ON SHEET 4.
 - FURNISH AND INSTALL A NEW SAFETY GATE AT THE TOP OF THE EXTERIOR LADDER PER DETAIL 3 ON SHEET 4.
 - FURNISH AND INSTALL A NEW 24" AUXILIARY ROOF VENT PER DETAIL 4 ON SHEET 4.
 - REMOVE AND DISPOSE OF THE INTERIOR LADDER AND INSTALL A NEW INTERIOR LADDER PER DETAIL 5 ON SHEET 4.
 - FURNISH AND INSTALL A NEW SAF-T-Climb ON THE INTERIOR LADDER PER DETAIL 5 SHEET 4.
 - FURNISH AND INSTALL A NEW ROOF FALL RESTRAINT SYSTEM PER DETAIL 6 ON SHEET 5.

RESERVOIR 2-3 LAYOUT
 IN FEET
 HEIGHT: 150 FEET
 DIAMETER: 150 FEET

APPROVED:

WEST VALLEY WATER DISTRICT

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE RESPONSIBLE TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN AND TO BE PROTECTED. THE CONTRACTOR SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO ANY OTHER PROFESSIONAL LIABILITY FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT. ACCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

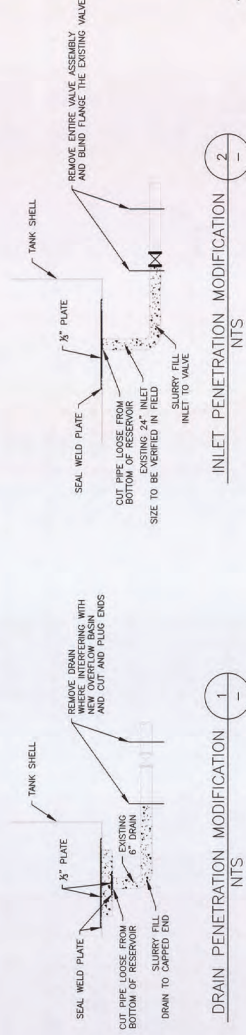
1881 W. Redwood Blvd, Bay 78
 Fremont, CA 94536
 P: (925) 436-2270
 F: (925) 436-0995

Engineering Resources of California

12/1/2024
 1535
 2351001
 AS SHOWN

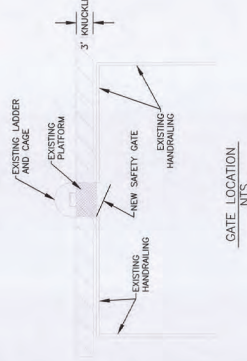
WEST VALLEY WATER DISTRICT
RESERVOIR 2-3 REHABILITATION AND RESERVOIR LAYOUT AND CONSTRUCTION NOTES

SHEET 3 OF 7
 DATE: 12/1/2024

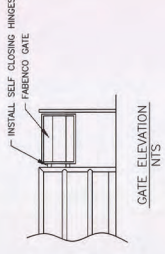


DRAIN PENETRATION MODIFICATION
NTS

INLET PENETRATION MODIFICATION
NTS

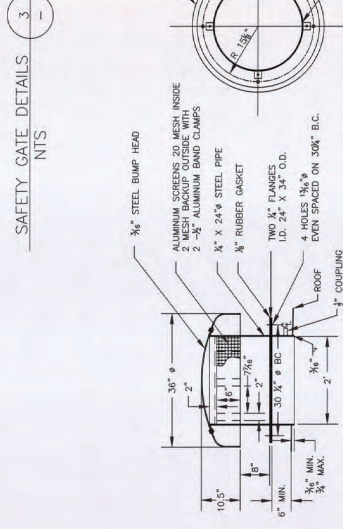


GATE LOCATION
NTS



GATE ELEVATION
NTS

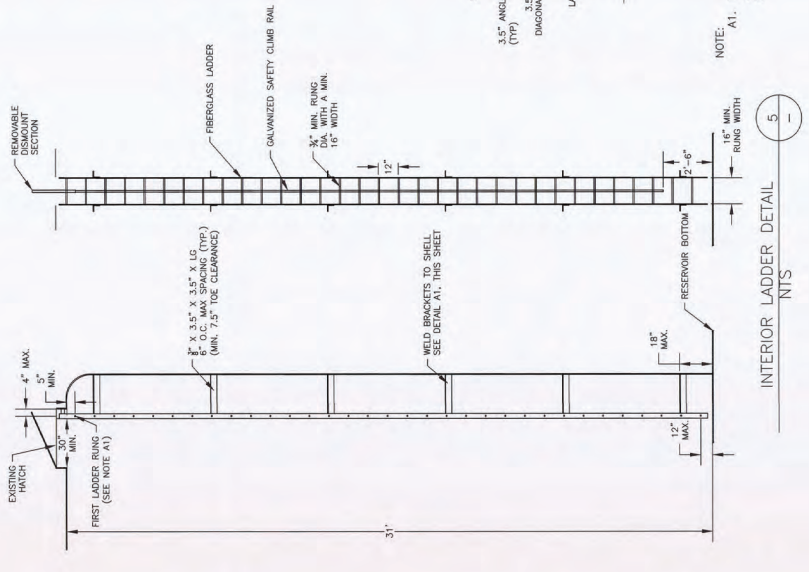
SAFETY GATE DETAILS
NTS



ELEVATION VIEW
NTS

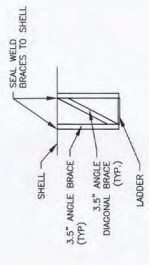
PLAN VIEW
NTS

24\"/>



INTERIOR LADDER DETAIL
NTS

BRACE DETAIL A1
NTS



NOTE: A1. FIRST LADDER RUNG SHALL BE LOCATED MIN. 5\"/>

APPROVED
WEST VALLEY WATER DISTRICT
12/2/2024

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

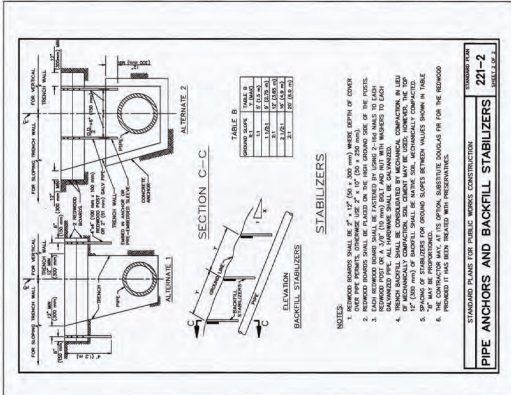
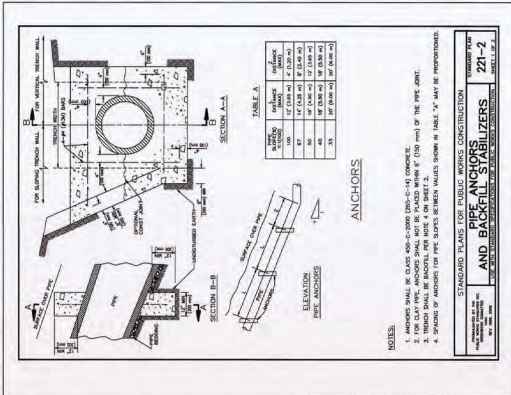
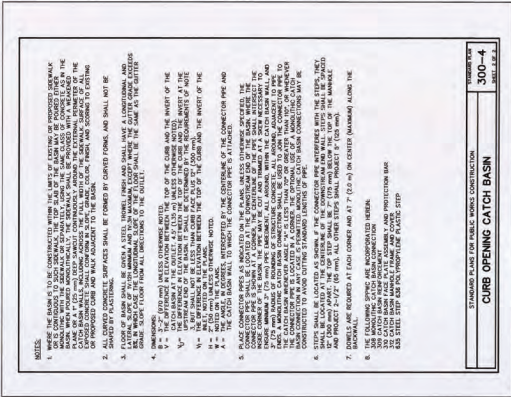
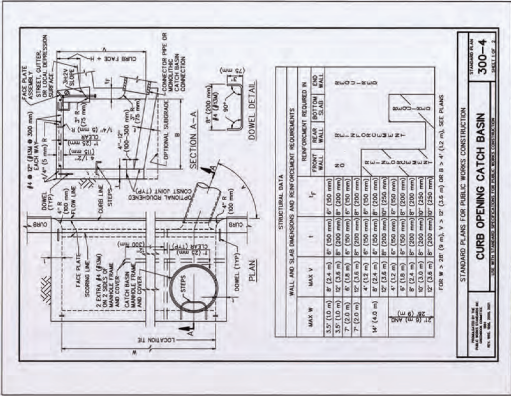
Unauthorized Service Not
Call TOLL FREE
1-800-422-4139
TWO WORKING DAYS BEFORE USE

No.	By	Date	Approved
41836	J. BRUDIN, P.E.	12/2/2024	[Signature]

DESIGNED BY/NS: J. BRUDIN, P.E.
CHECKED BY/NS: [Signature]
DATE: 12/2/2024
JOB NO.: 23001001
SCALE: AS SHOWN

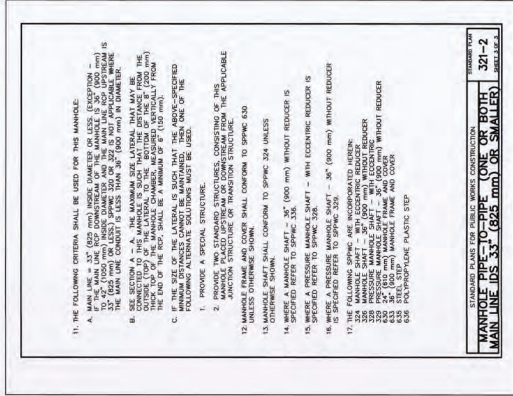
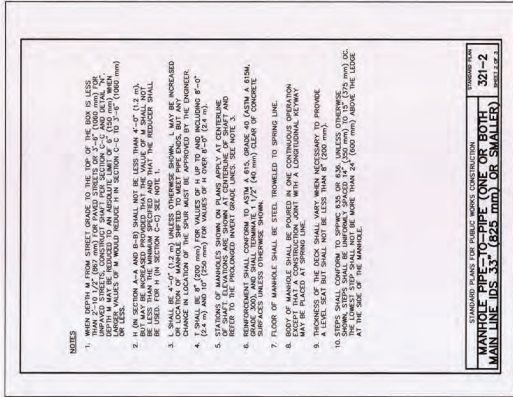
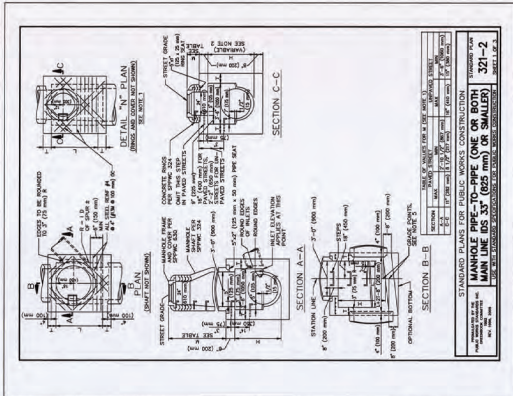
ERSC
Engineering Resources of Southern California
185 N. Redondo Blvd., 809 78
Redondo Beach, CA 92670
P: (909) 886-0999
F: (909) 886-0990

WEST VALLEY WATER DISTRICT
RESERVOIR 2-3 REHABILITATION
INLET, DRAIN, SAFETY GATE, ROOF VENT,
INTERIOR LADDER AND SAF-T-CLIMB
SHEET 4 OF 7
SHEETS
DATE: 02/23/21



S.P.W.C. STANDARD PLAN 300-4

S.P.W.C. STANDARD PLAN 221-2



S.P.W.C. STANDARD PLAN 321-2

APPROVED: J. BRUCE P. E. 12-1-84

WEST VALLEY WATER DISTRICT

1-800-422-4133
1-800-422-4133

Underground Services Dept.
GATE TOLL FREE

DESIGNED BY: J. BRUCE P. E.
CHECKED BY: J. BRUCE P. E.
DATE: 12/7/2024

AS SHOWN
JOB NO.: 2501001

41836
DATE: 12/7/2024

1545 W. Beckwith Blvd. Bldg 76
West Valley, CA 92773
F. (909) 800-2900

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
MANTLE PIPE TO PIPE (ONE OR BOTH MAIN LINE IDS 33\"/>

WEST VALLEY WATER DISTRICT
RESERVOIR 2-3 REHABILITATION
S.P.W.C. STANDARD PLANS

NO. 300-4

SHEET 7 OF 7
SHEETS 201-1
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201-100

Exhibit C

Paso Robles Tank

SCHEDULE OF WORK ITEMS REHABILITATION OF 4.0 MG WATER STORAGE RESERVOIR

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	ITEM TOTAL
Reimbursable Bid Items		
1.	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and coat interior with an epoxy coating system in accordance with the specifications.	\$ 1,787,834
2.	Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	\$ 14,910
3.	Exterior Paint: Furnish all labor, materials, and equipment to provide containment, prepare exterior surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system in accordance with the specifications.	\$ 870,769
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces in accordance with the specifications.	\$ 29,324
5.	Safety Gate: Furnish all labor, materials and equipment to install a new safety gate at the top of the exterior ladder.	\$ 6,213
6.	Vent Screening: Furnish all labor, materials and equipment to remove existing vent screening on the center vent prior to painting and coating operations install new screening after coating and painting are complete.	\$ 1,864
7.	Auxiliary Vent: Furnish all labor, materials and equipment to install a 24" auxiliary roof vent at location designated on the plans.	\$ 8,698
8.	Interior Ladder: Remove and dispose of the existing interior ladder and install a new fiberglass ladder at the existing roof hatch.	\$ 13,544
9.	Saf-T-Climb: Furnish all labor, materials and equipment to install a galvanized steel Saf-T-Climb on the interior ladder. Supply a harness and locking sleeve to the District.	\$ 4,349
10.	Fall Restraint System: Furnish all labor, materials, and equipment to install fall restraint cables, attachments, and necessary mounting hardware.	\$ 6,213
22.	Dehumidification: Furnish all labor, materials and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	\$ 96,918
23.	Pitted Areas: Furnish material, equipment and labor to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the engineer.	\$ 4,349
24.	Center Vent Bracing: Furnish all labor, materials, and equipment to replace the center vent bracing in like-kind as determined necessary by the Engineer.	\$ 4,970

Reimbursable Bid Items Total: \$ 2,849,955

IDI Bid Items		
11.	Overflow Pipe: Furnish all labor, materials, and equipment to remove existing overflow pipe and install a new 24" diameter overflow pipe, funnel, and drop inlet catch basin with grate cover in accordance with the plans. Work includes excavation, backfill, compaction of subgrade and removal and reconstruction of interfering HMA pavement to match existing thickness plus one inch.	\$ 332,779
12.	Abandon Bottom Inlet: Furnish all labor, materials, and equipment to remove inlet from the bottom plates, fill pipe with slurry and plate over opening.	\$ 23,370
13.	Abandon Bottom Drain: Furnish all labor, materials, and equipment to remove drain sump from the bottom plates, slurry pipe, and plate over opening.	\$ 40,196
14.	New Inlet/Outlet Above Ground Piping: Furnish all labor, materials, and equipment to install new shell nozzle, flex-tend, valves, fittings, air-vac and above ground piping from Station 9+91.00 to reservoir shell in accordance with the plans. Work includes removal and reconstruction of interfering HMA pavement to match existing thickness	\$ 324,370
15.	New Inlet/Outlet Below Ground Piping: Furnish all labor, materials, and equipment to install new CML/C fully welded steel piping Class 150 and fittings from tie-in point at Station 11+00 to Station 9+91.00 to above ground piping. Work includes excavation, shoring, bedding, backfill and compaction per specifications.	\$ 440,056
16.	Shell Drain: Furnish all labor, materials, and equipment to install new shell drain nozzle, valve and elbow in accordance with the plans.	\$ 17,200
17.	Piping Disinfection and Testing: Furnish all labor, materials, and equipment to pressure test and disinfect new pipeline.	\$ 31,783
18.	Storm Drain Manholes: Furnish all labor, materials, and equipment to construct storm drain manholes and covers per SPPWC Std 321-2 at the locations and depths designated on the plans.	\$ 198,174
19.	24" HDPE Storm Drain Piping: Furnish all labor, materials, and equipment to construct 24" HDPE N-12 storm drain with water tight joints and tracer wire from Station 12+94 to 16+42 per manufacturer's recommendations. Work includes removal of interfering drainage pipe, plugging abandoned piping, excavation, shoring, bedding, backfill, compaction and reconstruction of interfering HMA pavement to match existing thickness plus one inch.	\$ 284,174
20.	Remove and Reconstruct 7' Wide Catch Basin: Furnish all labor, materials, and equipment to remove the existing catch basin and interfering storm drain laterals. Construct 7' wide catch basin per SPPWC Std 300-1. Connect storm drain laterals and form bottom shelf to drain to 24" outlet pipe per detail on Sheet 6 of the plans. Verify location and depth of existing storm drain laterals and notify the Engineer prior to reconstruction of catch basin.	\$ 121,522
21.	Pipeline Backfill Stabilizers: Furnish all labor, materials, and equipment to install backfill stabilizers for storm drain and waterlines per SPPWC Std 221-2.	\$ 121,522
IDI Bid Items Total:		\$ 1,935,146
Bond Amount		\$ 4,785,101

Exhibit D

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **WATER IMPROVEMENT PLANS FOR REHABILITATION OF RESERVOIR 2-3**. This premium charged on this bond is \$ 45,458.00 being at the rate of \$ 9.50 per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**IDIL WEST VALLEY LOGISTICS CENTER, LP
840 APOLLO STREET, SUITE 343
EL SEGUNDO, CA 90245**

as the "Principal", an agreement for the work described as follows:

Water System Installation in Accordance with Approved Plans for WATER IMPROVEMENT PLANS FOR REHABILITATION OF RESERVOIR 2-3, APPROVED ON DECEMBER 04, 2024.

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and Berkley Insurance Company (Name of Surety)

475 Steamboat Road
Greenwich, CT 06830 (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum **FOUR MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND ONE HUNDRED ONE 00/100 dollars (\$4,785,101.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this 12 day of February, 2025.

ALL SIGNATURES MUST BE NOTARIZED

DEVELOPER:

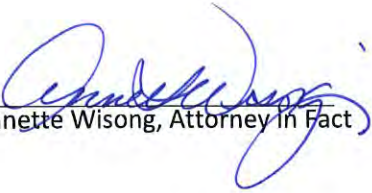
**By: IDIL WEST VALLEY LOGISTICS CENTER, LP,
a Delaware limited partnership**

By:  _____

Date: 2/18/25

(NOTARIZATION AND SEAL)
Attached

SURETY
Berkley Insurance Company



Annette Wisong, Attorney in Fact

(NOTARIZATION AND SEAL)
Attached

ACKNOWLEDGMENT

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

State of Georgia
County of Dekalb)

On February 12, 2025 before me, Joseph R. Williams, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____



ACKNOWLEDGMENT

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

State of Georgia
County of Fulton)

On February 18, 2025 before me, Mona L. Hand, Notary Public
(insert name and title of the officer)

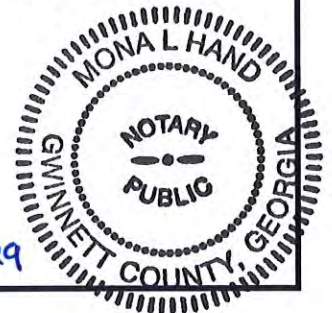
personally appeared Shawn Warren,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature Mona L Hand (Seal)

exp. 2/9/2029



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Annette Wisong**

Surety Bond No.: 0261449

Principal: IDIL West Valley Logistics Center, LP, a Delaware Limited Partnership

Obligee: West Valley Water District

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



(Seal)

Attest:

By Philip S. Welt
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

MY COMMISSION EXPIRES 04-30-2029

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of February, 2025.

(Seal)



Vincent P. Forte
Vincent P. Forte

EXHIBIT B

FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

This First Amendment (“Amendment”) to the Reimbursement Agreement (“Agreement”), dated **MONTH ##, 2025** (“Amended Effective Date”), is entered into by and between **IDIL WEST VALLEY LOGISTICS CENTER, LP** (“Applicant”), and **West Valley Water District** (“District”), where Applicant and District are sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties.” This Amendment supersedes the prior Agreement dated January 24, 2024, previously known as (“Effective Date”).

RECITALS

WHEREAS, the Applicant is the owner of and/or beneficiary interested in certain real property in the County of San Bernardino, State of California, described as **West Valley Logistics Center** in the City of Fontana, located west of Locust Avenue, north of Armstrong Road, east of Alder Avenue and south of Jurupa Avenue, as shown in “Exhibit A”; and

WHEREAS, the Applicant desires to remove the District’s Reservoir R2-3 Storage Tank, transmission pipeline and facilities (collectively, “R2-3 Reservoir Facilities”) located within the Applicant’s project limits of said real property and relocate them into a dedicated easement provided by the Applicant in favor of the District in an area outside of the Applicant’s project limits; and

WHEREAS, the District has identified the R2-3 Reservoir Facilities in its Water Facilities Master Plan as having to be upsized to a specific size to meet the District’s overall hydraulic needs in the distribution system; and

WHEREAS, the Applicant has agreed to relocate and upsize the R2-3 Reservoir Facilities, along with coating and seismic retrofits, to adhere to the District’s standards and specifications. The relocation, upsizing, coating and retrofitting are collectively referred to herein as the “Project;” and

WHEREAS, the District has agreed to reimburse the Applicant for applicable costs associated with the Project as described in “Exhibit B” and contained in this Agreement. This Agreement shall solely pertain to the terms and conditions for the reimbursement of costs and expenses regarding the Project. All terms and conditions for the approval and initiation of service to the Applicant’s property shall be set forth in applicable rates, rules, and regulations of the District as the same are now in effect or may hereafter be amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Reimbursable Facilities. Applicant agrees to undertake the engineering, design, and construction of the Project shown in “Exhibit B” in accordance with the terms and conditions of the Water System Infrastructure Installation and Conveyance Agreement attached hereto as “Exhibit C” (“Conveyance Agreement”). To the extent there are any conflicts between this Agreement and the Conveyance Agreement, the Conveyance Agreement shall control. Only the

Applicant will have a contractual arrangement with a consultant/contractor for the design and construction of the Project. The plans and designs shall be subject to the prior written approval of the District, which approval shall not be unreasonably delayed, conditioned, or withheld. The Applicant shall be solely responsible for all payments to said consultant/contractor. Within thirty (30) days after the date that there has been both the recordation of the notice of completion with the County and also acceptance of the Project by the District, the Applicant shall submit an invoice to the District which includes an itemized account of the construction of the Project including any approved change orders or deviations. The invoice shall be subject to the review and approval by the District, which approval shall not be unreasonably delayed, conditioned, or withheld. If the District objects to any portion of the invoice, the Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In the event said objections cannot be so resolved, either Party may elect to initiate the dispute resolution procedures set forth in this Agreement. In regard to any reasonable objection by the District regarding the work product of the Applicant's consultant/contractor, the District shall raise said issues with the Applicant and the Applicant shall resolve said issues with the consultant/contractor. Subject to the procedures set forth herein, the District shall reimburse the Applicant for one hundred percent (100%) of all costs paid by the Applicant associated with construction of the Project, which shall only include materials and installation as described in "Exhibit B" in a single lump sum payment currently estimated to be (Two Million Eight Hundred Forty Nine Thousand Nine Hundred Fifty Five Dollars) 00/100 (\$2,849,955.00), unless modified in writing by mutual agreement between Applicant and the District. Said reimbursement shall not include the costs of design, inspection, permits, bonding, insurance, excavation, plan check, construction administration and project management, backfill, traffic control, survey, asphalt, disinfection/chlorination, service laterals and hydrant assemblies. The Applicant and the District shall reasonably cooperate to complete the construction of the Project.

2. Prevailing Wage. The Applicant agrees to the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contracts Code for the Project described in "Exhibit B".

3. Bids. The Applicant shall obtain a minimum of three (3) bids from the District's approved list of contractors and shall furnish to the District true and accurate copies of bids received. The Applicant shall award the contract to the lowest responsive and responsible bidder for the construction of the Project and the District shall have the right to review and approve the bids, in District's reasonable discretion, and the successful bidder prior to the Applicant awarding a contract.

4. Change Orders. The Applicant will not issue a change order with respect to the Project without the prior written consent of the District, which consent shall not be unreasonably delayed, conditioned, or withheld. Subject to the foregoing, District shall have no obligation to pay any cost increases for changes to the work for the Project unless the District has approved the same in writing in advance.

5. Dispute Resolution. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including any dispute, claim or controversy arising out of, resulting from or relating to the construction of the Project, and the determination of the scope or applicability of

this agreement to arbitrate, shall be determined by binding arbitration in San Bernardino, California, before a JAMS arbitrator (as agreed among the parties, or appointed pursuant to JAMS procedures). The Parties shall submit arbitration briefs not to exceed three pages for the arbitrator's consideration and shall make themselves available for a hearing at the discretion of the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, assigns, agents, legal representatives, and bankruptcy trustees of the Parties, including without limitation their successors-in-interest.

7. Attorneys' Fees. Each Party to this Agreement will bear its own costs, expenses, and attorneys' fees in connection with this Agreement, including its negotiation and the performance or satisfaction of its obligations, liabilities and/or duties under or pursuant this Agreement, subject, however, to the following: In the event of any dispute between the Parties concerning the terms or provisions of this Agreement, including enforcement of such terms or provisions, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in connection with such dispute, including reasonable attorneys' fees.

8. Non-waiver. No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

9. Amendments and Waivers. This Agreement constitutes the entire agreement between the Parties, and there are no other agreements expanding or modifying its terms. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

10. Severability. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and/or portions will nevertheless continue in full force without being impaired or invalidated in any way.

11. Counterparts. This Agreement may be executed and delivered in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.

12. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably required to carry out the provisions, intent, and purposes of this Agreement.

13. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

14. Recitals. The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.

15. Authorization. Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement in their individual or representative capacity as indicated.

16. No Consents Required. Each Party represents and warrants that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Agreement, or if any such third party consent or approval is required, the Party who requires such consent or approval has obtained any and all such consents or approvals and that no other consent, authorization or approval is required by any other party for full execution on such Party's behalf.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Amended Effective Date.

IDIL WEST VALLEY LOGISTICS CENTER, LP

By: _____
Name: Charles McPhee
Title: SVP and Regional Director
Date: _____

WEST VALLEY WATER DISTRICT

By: _____
Name: John Thiel
Title: General Manager
Date: _____

- Exhibit A: Development Location
- Exhibit B: Description of Reimbursable Facilities
- Exhibit C: Water System Infrastructure Installation and Conveyance Agreement

EXHIBIT A

(Development Location)

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY; A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

OWNERS STATEMENT:

WE HEREBY STATE WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP, WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES; A PORTION OF ARMSTRONG ROAD, LOCUST AVENUE AND JURUPA AVENUE FOR STREET AND PUBLIC UTILITY PURPOSES, AS SHOWN ON THIS MAP.

WE HEREBY DEDICATE TO THE CITY OF FONTANA IN FEE SIMPLE, LOT "B" FOR SEWER LIFT STATION AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT OF VARIABLE WIDTH FOR PUBLIC ACCESS AND SIDEWALK PURPOSES ALONG ARMSTRONG ROAD, LOCUST AVENUE AND JURUPA AVENUE AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN ON THIS MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF FONTANA AN EASEMENT FOR PUBLIC ACCESS AND TRAIL PURPOSES AS SHOWN ON THIS MAP.

WE HEREBY RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS, THE FOLLOWING:

LOT "C" AND LOT "D" FOR DETENTION BASIN PURPOSES.

A 75' WIDE RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2, AS SHOWN ON THIS MAP.

A VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 4, AS SHOWN ON THIS MAP.

A 40' AND VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

AN EASEMENT FOR WATER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

RECIPROCAL EASEMENT FOR STORM DRAIN PURPOSES OVER PARCELS 1 AND 2 FOR THE BENEFIT OF PARCEL 2 AND PARCEL 4, AS SHOWN ON THIS MAP.

AN EASEMENT FOR STORM DRAIN PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5, AS SHOWN ON THIS MAP.

IDIL WEST VALLEY LOGISTICS CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Charles McPhree
NAME: CHARLES MCPHREE
TITLE: SR VP DEVELOPMENT

NOTARY ACKNOWLEDGMENT:

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

STATE OF California
COUNTY OF Los Angeles
ON Dec. 16, 2024 BEFORE ME Francis Dann Rowe, Notary Public
PERSONALLY APPEARED Charles McPhree
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ITS/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON 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 FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: [Signature] 2463414
SIGNATURE MY COMMISSION NUMBER
Francis Dann Rowe MY COMMISSION EXPIRES 10-2-2027
PRINT NAME
MY PRINCIPAL PLACE OF BUSINESS IS Los Angeles COUNTY:

BOARD OF SUPERVISORS' CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 0 WAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, (STATE, COUNTY, MUNICIPAL, OR LOCAL) AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH, AT THE TIME OF THE FILING OF THIS MAP WITH SAN BERNARDINO COUNTY ASSESSOR-RECORDER-COUNTY CLERK ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND THAT THE SUBGRADER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS. SAID BOND IS HEREBY ACCEPTED.

+ COUNTY
LYNNA MONELL
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY
BY: [Signature]
DEPUTY
DATED: 12/20/24

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF IDIL WEST VALLEY LOGISTICS CENTER, LLC IN JANUARY 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN 12 MONTHS OF MAP RECORDATION, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

SIGNED: [Signature] 12/16/24
DATE
BRIAN L. THIENES
P.L.S. NO. 5750
EXPIRES 12/31/25



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF PARCEL MAP NO. 19156, THAT THE SUBDIVISION SHOWN HEREDIN IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ARTICLES 1 THROUGH 11, CHAPTER 26, CODE OF THE CITY OF FONTANA HAVE BEEN COMPLETED.

DATED 12/18, 20 24
[Signature]
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA



CITY LAND SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF PARCEL MAP NO. 19156, CONSISTING OF 13 SHEETS, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED 12/19, 20 24
[Signature]
MICHAEL P. THORNTON, CITY LAND SURVEYOR
PLS 6867
CITY OF FONTANA



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

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE.

ESTIMATED TO BE: \$ 0
ENSEN MASON, AUDITOR-CONTROLLER/
TREASURER/TAX COLLECTOR
SAN BERNARDINO COUNTY
DATED: 12/20/24
BY: [Signature]
DEPUTY

CITY ENGINEER'S ACCEPTANCE CERTIFICATE:

I HEREBY STATE THAT THIS PARCEL MAP IS APPROVED AND THE FOREGOING DEDICATIONS CONVEYED BY THIS MAP, DATED JANUARY 2021, FROM IDIL WEST VALLEY LOGISTICS CENTER, LLC TO THE CITY OF FONTANA ARE HEREBY ACCEPTED IN ACCORDANCE WITH THE CITY OF FONTANA STANDARDS, BY THE UNDERSIGNED OFFICER ON BEHALF OF THE CITY COUNCIL, CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION NO. 91-152, ADOPTED JULY 16, 1991.

DATED 12/18, 20 24
[Signature]
GIA LAM KIM, CITY ENGINEER
RCE 62296
CITY OF FONTANA



San Bernardino County Recorder's Certificate
This map has been filed under Document Number 2024-0205127
On the 20th day of December, 20 24, at 9:30 A.M., in
Book 264 of Parcel Maps at Page 78-90, at the
request of FIRST AMERICAN TITLE COMPANY
In the amount of \$ 35.00
Chris White
Assessor-Recorder
San Bernardino County
By: [Signature]
Deputy Recorder

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

SHEET 2 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT, ITS INTERESTS CANNOT RIPEN INTO FEE.

RIVERSIDE PORTLAND CEMENT COMPANY, HOLDER OF AN EASEMENT FOR THE FUTURE OPERATION OF A CEMENT PLANT, QUARRIES AND ROCK CRUSHERS AND INCIDENTAL PURPOSES, RECORDED JANUARY 15, 1915 IN BOOK 355, PAGE 395 OF DEEDS.

PACIFIC LIGHT AND POWER CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND RIGHTS INCIDENTAL THERETO, RECORDED MARCH 22, 1917 IN BOOK 609, PAGE 110 OF DEEDS.

PACIFIC LIGHT AND POWER CORPORATION, HOLDER OF AN EASEMENT FOR POLE AND CONDUIT PURPOSES AND INCIDENTAL PURPOSES, RECORDED MARCH 22, 1917 IN BOOK 609, PAGE 111 OF DEEDS.

GREAT WESTERLY IMPROVEMENT COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT, PRIVILEGE, EASEMENT AND SERVITUDE TO CAST, THROW OR DEPOSIT ROCKS, STONES, DIRT OR OTHER MATERIALS AND RIGHTS INCIDENTAL THERETO, RECORDED APRIL 20, 1926 IN BOOK 90, PAGE 323 OF OFFICIAL RECORDS.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND RIGHTS INCIDENTAL THERETO, RECORDED NOVEMBER 23, 1929 IN BOOK 563, PAGE 151 OF OFFICIAL RECORDS.

SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PIPE LINE AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 02, 1941 IN BOOK 1484, PAGE 197 OF OFFICIAL RECORDS.

RIVERSIDE CEMENT COMPANY, HOLDER OF AN EASEMENT FOR THE VARIOUS EFFECTS OF A NEIGHBORING QUARRY AND RIGHTS INCIDENTAL THERETO, RECORDED MAY 2, 1947 IN BOOK 2052, PAGE 152 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR THE RIGHT TO TRIM AND TOP TREES AND RIGHTS INCIDENTAL THERETO, RECORDED SEPTEMBER 05, 1952 IN BOOK 3016, PAGE 97 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR EITHER DR BOTH POLE LINES, CONDUITS AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 26, 1957 IN BOOK 4289, PAGE 270 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PRIVATE ROADWAY AND RIGHTS INCIDENTAL THERETO, RECORDED NOVEMBER 26, 1962 IN BOOK 3806, PAGE 546 OF OFFICIAL RECORDS.

WEST SAN BERNARDINO COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR THE RIGHT TO DRAIN EXCESS WATER FROM THE RESERVOIR SITE DUE TO NATURAL CAUSES AND RESERVOIR OVERFLOW INTO THE NATURAL DRAINAGE COURSE, PERMANENT CUT AND FILL SLOPES, FLOWAGE RIGHTS FOR THE PURPOSE OF STORM RUNOFF AND OVERFLOW FROM A WATER RESERVOIR AND RIGHTS INCIDENTAL THERETO, RECORDED JUNE 30, 1972 IN BOOK 7967, PAGE 795 AND RECORDED MARCH 13, 1974, IN BOOK 8366, PAGE 797 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR CONSTRUCTING, USING, MAINTAINING, ALTERING, ADDING TO, REPAIRING, REPLACING, INSPECTING, RELOCATING AND OR REMOVING AT TIME AND FROM TIME TO TIME, STUB POLES, GUY WIRES, ANCHORS AND OTHER APPURTENANT FIXTURES AND/OR EQUIPMENT MADE FOR ANCHORAGE PURPOSES AND RIGHTS INCIDENTAL THERETO, RECORDED JULY 13, 1984 AS INSTRUMENT NO. 84-165808 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 24, 1993 AS INSTRUMENT NO. 93-220542 OF OFFICIAL RECORDS.

WEST VALLEY WATER DISTRICT, A COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES, ACCESS AND INCIDENTAL PURPOSES, RECORDED JUNE 13, 2023 AS INSTRUMENT NO. 2023-0144970 OF OFFICIAL RECORDS.

UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR RIGHTS OF WAY, AS RESERVED IN PATENT RECORDED DECEMBER 26, 1894 IN BOOK E, PAGE 57 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR RIGHTS OF WAY, AS RESERVED IN PATENT RECORDED JULY 20, 1911 IN BOOK H, PAGE 271 OF PATENTS.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

SHEET 3 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.G. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

MONUMENT & ESTABLISHMENT NOTES:

1. FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LOCKWOOD ENG RE 9101", DOWN 2' PER R1 & R2 ACCEPTED AS NORTHWEST CORNER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION JURUPA AVENUE AND ALDER AVENUE.
2. FOUND SPIKE AND WASHER STAMPED "LS 8403", FLUSH PER R4, ACCEPTED AS NORTH QUARTER CORNER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION JURUPA AVENUE AND LOCUST AVENUE.
3. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.2', PER R2, ACCEPTED AS CENTERLINE INTERSECTION JURUPA AVENUE AND MAPLE AVENUE.
4. FOUND 2" BRASS DISK, STAMPED "M17", DOWN 0.1' PER CSFB 4016/1547, R1 & R2, ACCEPTED AS NORTHWEST CORNER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION JURUPA AVENUE AND LINDEN AVENUE.
5. FOUND 1" IRON PIPE, NO TAG, DOWN 0.1', PER R2, ACCEPTED AS POINT ON EAST LINE OF SECTION 33, T15, R5W, SBM AND CENTERLINE INTERSECTION LINDEN AVENUE AND 12TH STREET.
6. FOUND SPIKE AND WASHER, TAGGED "S.B. CO. SURV.", DOWN 0.2', PER R2, ACCEPTED AS CENTERLINE INTERSECTION LINDEN AVENUE AND 11TH STREET.
7. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.1', PER R1, ACCEPTED AS CENTERLINE INTERSECTION MAPLE AVENUE AND 11TH STREET.
8. FOUND SPIKE AND BRASS WASHER, ILLEGIBLE, FLUSH, ACCEPTED AS SAME SPIKE AND BRASS WASHER STAMPED "LS 5134" PER R1 & R2 BEING A POINT ON THE EAST LINE OF NORTHWEST QUARTER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION LOCUST AVENUE AND 11TH STREET.
9. FOUND SPIKE AND WASHER, TAG ILLEGIBLE, DOWN 0.1', ACCEPTED AS SAME SPIKE AND WASHER STAMPED "LS 5134" PER R1, ACCEPTED AS POINT ON EAST LINE OF NORTHWEST QUARTER SECTION 33, T15, R5W, SBM AT CENTERLINE INTERSECTION LOCUST AVENUE AND 8TH STREET.
10. FOUND SPIKE AND WASHER, TAGGED "LS 5134", DOWN 0.1', PER R1, ACCEPTED AS CENTER OF SECTION 33, T15, R5W, SBM ON CENTERLINE LOCUST AVENUE.
11. FOUND SPIKE AND WASHER, TAGGED "LS 8403", FLUSH, PER R4, IN SAME POSITION AS SPIKE AND WASHER TAG "LS 5134" PER R1, ACCEPTED AS ANGLE POINT IN ARMSTRONG ROAD.
12. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.1', PER R1, ACCEPTED AS POINT ON CENTERLINE 7TH STREET.
13. S.F.N., SOUTH QUARTER CORNER SECTION 33, T15, R5W, SBM, ESTABLISHED BY INTERSECTING LINES 118 - 119 AND 21 - 24.
14. FOUND SPIKE AND WASHER STAMPED "LS 8403", FLUSH, PER R4, ACCEPTED AS CENTERLINE INTERSECTION OF LOCUST AVENUE AND 7TH STREET.
15. FOUND 1" IRON PIPE, TAGGED "S.B. CO. SURV.", DOWN 0.2', PER R1, ACCEPTED AS NORTHEAST CORNER OF TRACT 3 (POINT 3) OF MB 12/32 (POINT 91 NOTED ON MB 6/31, RV.G.) ON JURUPA RANCHO AT OFFSET N65W, 0.6' PER R1. (SEE DETAIL "A" SHEET 11)
16. FOUND 2" BRASS DISK, STAMPED "S.B. CO. SURV. N 1/4 SEC 4 1989", UP 0.1' PER R1 & R3 ACCEPTED AS NORTH QUARTER CORNER SECTION 4, T25, R5W, SBM & SOUTHEASTERLY CORNER TRACT 3 OF MB 12/32.
17. FOUND 2" BRASS DISK, STAMPED "S.B. CO. SURV. 1989", PER R1 & R3, ACCEPTED AS ANGLE POINT IN COUNTY BOUNDARY LINE & SOUTHWESTERLY CORNER TRACT 3 OF MB 12/32.
18. FOUND 2" BRASS DISK, STAMPED "S.B. CO. SURV. 1989", PER R1 & R3, ACCEPTED AS ANGLE POINT IN COUNTY BOUNDARY LINE AND POINT ON SOUTHERLY LINE SEC 33, T15, R5W, SBM.
19. FOUND 2" BRASS DISK, STAMPED "LS 4218", FLUSH PER R1, R2 & R3, ACCEPTED AS SOUTHWEST CORNER SECTION 33, T15, R5W, SBM.
20. S.F.N., ESTABLISHED INTERSECTION OF ARMSTRONG ROAD AND SOUTHERLY LINE SEC. 33 BY PROMOTION PER R1 BETWEEN FOUND MONUMENTS 118 - 119.
21. FOUND 1" IRON PIPE, TAGGED "LS 5529", DOWN 0.1', NO REFERENCE, FITS POSITION OF SPIKE AND TAG LS 5134 PER R1, ACCEPTED AS WEST QUARTER CORNER SECTION 33, T15, R5W, SBM.
22. FOUND 1" IRON PIPE WITH PLASTIC PLUG STAMPED "WEBB LS 5529", FLUSH, PER R5, ACCEPTED AS POINT ON WESTERLY LINE OF SECTION 33, T15, R5W, SBM.
23. ESTABLISHED LINES FOR ADJOINING DEEDS PER RECORD DATA FROM R1 AND R2.
24. FOUND 3"x3" CONCRETE POST PER R1, R3 & R4, ACCEPTED AS POINT ON EASTERLY LINE SECTION 33, T15, R5W, SBM.
25. ESTABLISHED BY INTERSECTING LINES 21 - 113 AND 17 - 118.
26. P.O.B. D5 & D10 ESTABLISHED HOLDING RECORD DISTANCE OF 552.08' FROM THE INTERSECTION OF THE CENTERLINE OF LOCUST AVENUE AND THE PERPENDICULAR TIE FROM THE NORTHEAST CORNER OF LOCUST AVENUE AND 11TH STREET PER D5.
27. ANGLE POINT IN CENTERLINE OF D10, ESTABLISHED HOLDING RECORD ANGLE AND DISTANCE FROM LINE 21 - 118 PASSING THROUGH 26.
28. WESTERLY TERMINUS OF CENTERLINE OF D10, ESTABLISHED HOLDING RECORD DISTANCE OF 625.00' FROM 1 PER R1 & D10.
29. NORTHEAST CORNER OF D4, ESTABLISHED HOLDING RECORD OFFSET FROM 6.
30. EASTERLY TERMINUS OF CENTERLINE OF D5, ESTABLISHED HOLDING RECORD DISTANCE OF 1155.27' FROM 109 PER D5.
31. FOUND SPIKE AND WASHER STAMPED "S.B. CO.", FLUSH PER R2, ACCEPTED AS CENTERLINE INTERSECTION OF 14TH STREET AND LINDEN AVENUE.
32. FOUND 1" IRON PIPE TAG ILLEGIBLE, DOWN 0.4', ACCEPTED AS SAME 1" IRON PIPE TAGGED "S.B. CO." PER R2 BEING THE CENTERLINE INTERSECTION OF 13TH STREET AND LINDEN AVENUE.
33. FOUND C-NAIL DOWN 0.1' PER R2, ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF 11TH STREET AND THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF PARCEL 2 OF D4.
34. NORTHWESTERLY CORNER OF PARCEL 1, D8, ESTABLISHED HOLDING RECORD DATA FROM 27 PER D8.
35. NORTHEASTERLY COURSES OF PARCEL 2a, D8, ESTABLISHED HOLDING RECORD DATA (CONVERTED TO GROUND) FROM 34 PER R1.
36. POINT OF BEGINNING OF OPEN SPACE AREA 2, D11; ESTABLISHED BY INTERSECTING 10 AND THE EASTERLY LINE OF PARCEL 2, D8.
37. ANGLE POINT IN THE SOUTHERLY LINE OF D8, ESTABLISHED BY INTERSECTING CENTERLINE OF D10 DISTANT SOUTHERLY 140.00 FEET, MEASURED AT RIGHT ANGLES.
38. NORTHEASTERLY CORNER OF OPEN SPACE AREA 3, D11; ESTABLISHED BY HOLDING RECORD DISTANCE OF 974.49' FROM 37 PER D11.
39. SOUTHERLY COURSES OF OPEN SPACE AREA 3, D11; ESTABLISHED BY HOLDING RECORD DATA FROM LINE 37 - 38 PASSING THROUGH 38 PER D11.
40. EASTERLY TERMINUS OF THE CENTERLINE OF D12 AND PARCEL 3, D8, ESTABLISHED HOLDING RECORD DISTANCE OF 47.00' FROM 10, MEASURED ALONG THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 33, PER D8 AND D12.
41. CENTERLINE OF D12 AND PARCEL 3, D8, ESTABLISHED PER RECORD DATA FROM 21 FROM THE WEST AND RECORD DATA FROM 39 FROM THE EAST, PER D8 AND D12.
42. NORTHEASTERLY CORNER OF OPEN SPACE AREA 1, D11; ESTABLISHED HOLDING RECORD DISTANCE OF 261.05' FROM THE WESTERLY TERMINUS OF THE SOUTHERLY LINE OF PARCEL 3, D8 PER D11.

MAP & OTHER REFERENCES:

- | | |
|-----------------------------|------------------|
| R1 RECORD OF SURVEY 04-036 | R.S.B. 124/36-39 |
| R2 RECORD OF SURVEY 06-375 | R.S.B. 143/61-63 |
| R3 RECORD OF SURVEY | R.S.B. 81/73-75 |
| R4 RECORD OF SURVEY 14-141 | R.S.B. 155/85 |
| R5 RECORD OF SURVEY 18/0052 | R.S.B. 164/89 |
-
- | |
|--|
| D1 DEED 452/387 O.R., JURUPA AVE. 30' R/W |
| D2 DEED 5086/388 O.R., LOCUST AVE. 33' R/W |
| D3 DEED 3641/245 O.R., EAST BOUNDARY LINE |
| D4 DEED 1627/371 O.R., EASEMENT CONTROL LINE |
| D5 DEED 1878/107 O.R., C.L. 150' EASEMENT |
| D6 DEED 5806/538 O.R., NORTH LINE EASEMENT/PL. |
| D7 DEED 5806/544 O.R. |
| D8 FINAL ORDER OF CONDEMNATION 8386/797 O.R. |
| D10 DEED 1914/330 O.R., C.L. 150' EASEMENT |
| D11 DEED INST. NO. 2022-0279980, O.R., OPEN SPACE DEDICATION |
| D12 DEED INST. NO. 2023-0234805, O.R. |

BASIS OF BEARINGS:

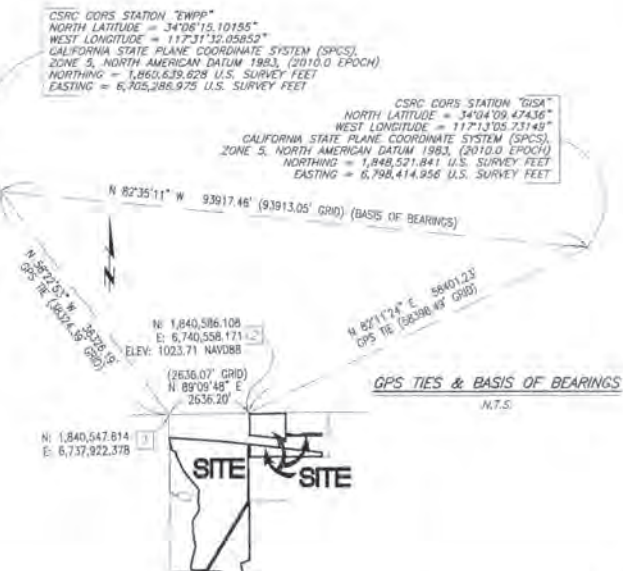
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CCSBS), ZONE 5, NORTH AMERICAN DATUM 1983 (NAD83) BASED LOCALLY ON CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS) "EWPP" AND "GUSA" AS SHOWN HEREON (BASIS OF BEARINGS: S 82°35'11" E). ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS.

COORDINATES SHOWN ARE BASED ON NAD83, CCSBS, ZONE 5, 2010.0 EPOCH, AS FURNISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) AND PUBLISHED WITH THE NATIONAL GEODETIC SURVEY (NGS). ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.9999530313 DERIVED LOCALLY AT 34°02'54.881321568" NORTH, 117°24'34.020973550" WEST WITH A NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) GPS DERIVED ELEVATION OF 1023.71'.

THE CONVERGENCE ANGLE AT 15 IS 0°20'11.833336095".

NOTE:

SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 6, 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.



NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

PARCEL MAP NO. 19156

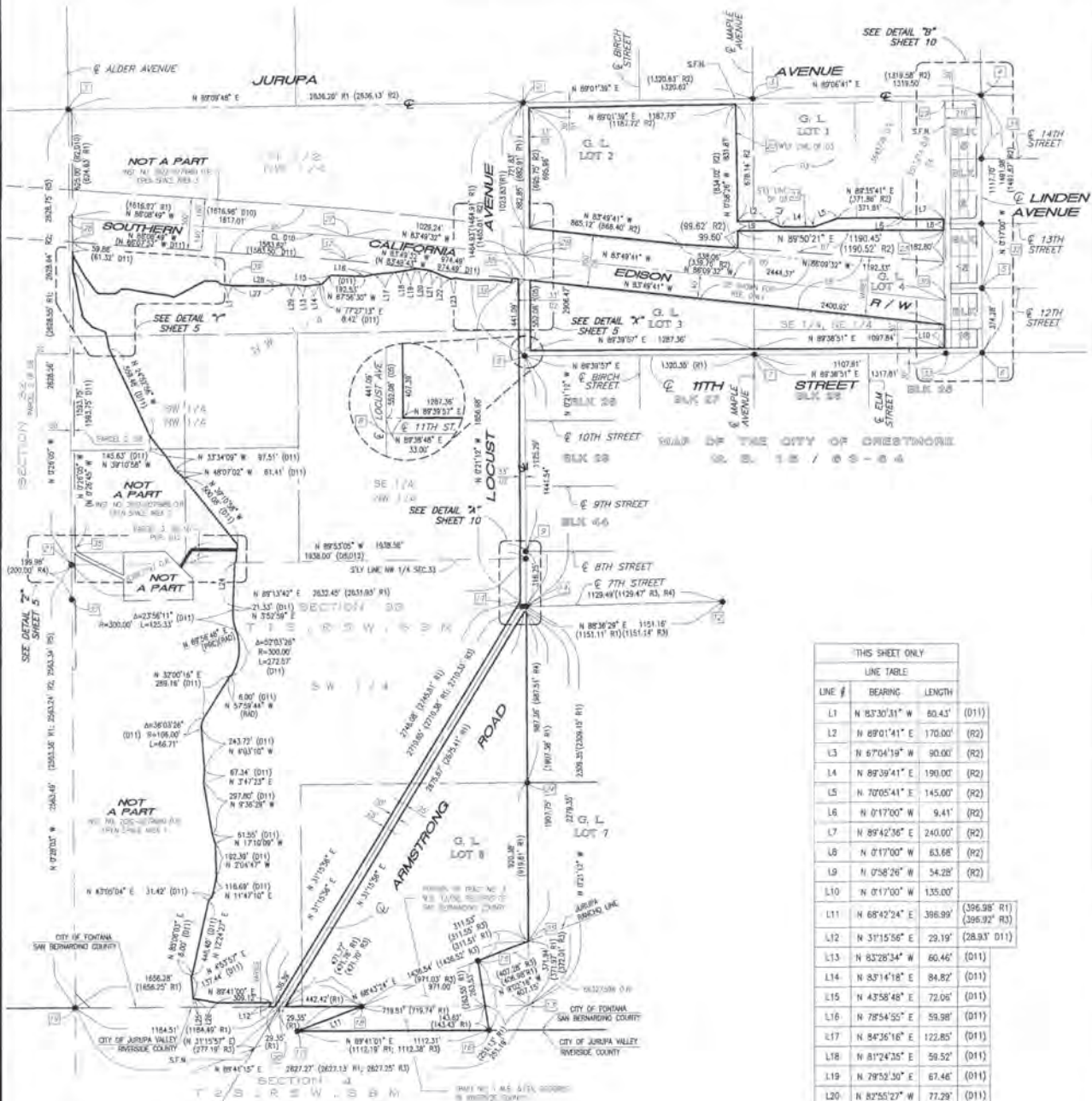
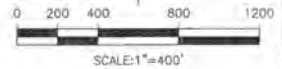
SHEET 4 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 386, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

BOUNDARY ESTABLISHMENT



THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 83°30'31\"	80.43' (D11)
L2	N 89°01'41\"	170.00' (R2)
L3	N 87°04'19\"	90.00' (R2)
L4	N 89°39'41\"	190.00' (R2)
L5	N 70°05'41\"	145.00' (R2)
L6	N 01°17'00\"	9.41' (R2)
L7	N 89°42'36\"	240.00' (R2)
L8	N 01°17'00\"	63.68' (R2)
L9	N 03°28'26\"	54.28' (R2)
L10	N 01°17'00\"	135.00' (R2)
L11	N 68°42'24\"	386.99' (386.98' R1) (386.92' R3)
L12	N 31°15'56\"	29.19' (28.93' D11)
L13	N 83°28'34\"	60.46' (D11)
L14	N 83°14'18\"	84.82' (D11)
L15	N 43°58'48\"	72.05' (D11)
L16	N 78°54'55\"	59.98' (D11)
L17	N 84°36'16\"	122.85' (D11)
L18	N 81°24'35\"	59.52' (D11)
L19	N 78°52'30\"	67.46' (D11)
L20	N 82°55'27\"	77.29' (D11)
L21	N 68°19'27\"	64.60' (D11)
L22	N 68°58'57\"	69.29' (D11)
L23	N 78°50'21\"	26.02' (D11)
L24	N 1°58'28\"	241.97' (D11)
L25	N 85°06'03\"	5.00' (D11)
L26	N 80°41'13\"	139.07' (D11)
L27	N 89°37'44\"	239.68' (D11)
L28	N 84°12'59\"	60.63' (D11)
L29	N 89°37'44\"	60.62' (D11)

LEGEND:

- () INDICATES RECORD PER MAP REFERENCE.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET 1\"

NOTE:
IN THE EVENT THE ABOVE TYPE OF MONUMENT CANNOT BE SET DUE TO UNFORESEEN CIRCUMSTANCES, A LEAD & TACK, TAGGED \"L.S. 5750\" WILL BE SET FLUSH IN CONCRETE ON THE PROO ON TOP OF CURB.

NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

THIS SHEET ONLY			
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	17°59'55\"	136.15'	43.36'
C2	39°55'11\"	128.15'	89.29'
C3	28°51'40\"	118.15'	59.51'

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

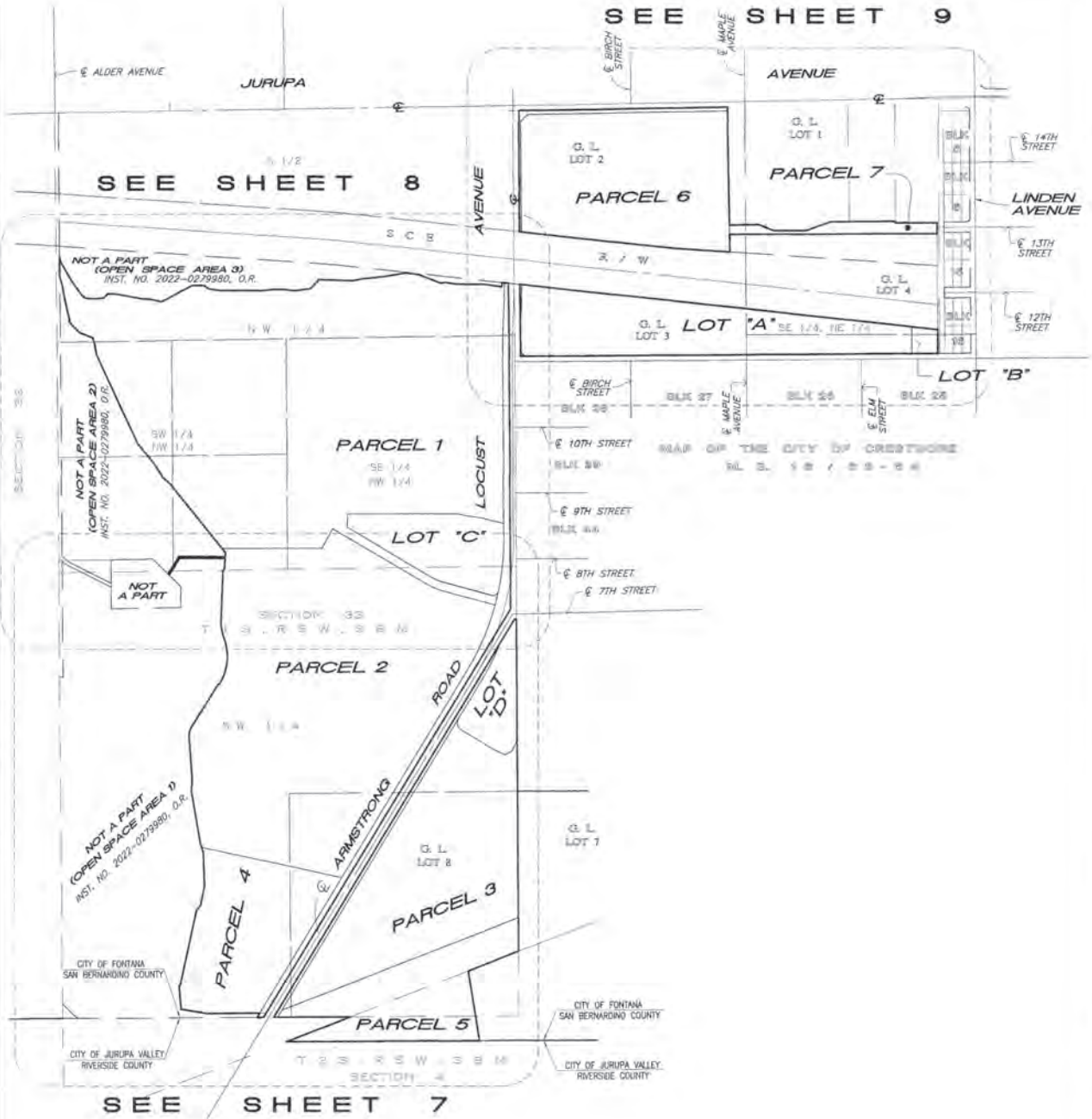
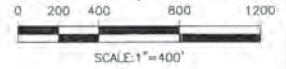
SHEET 6 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 39, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

INDEX SHEET



NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

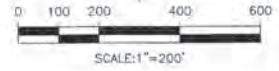
PARCEL MAP NO. 19156

SHEET 7 OF 13 SHEETS

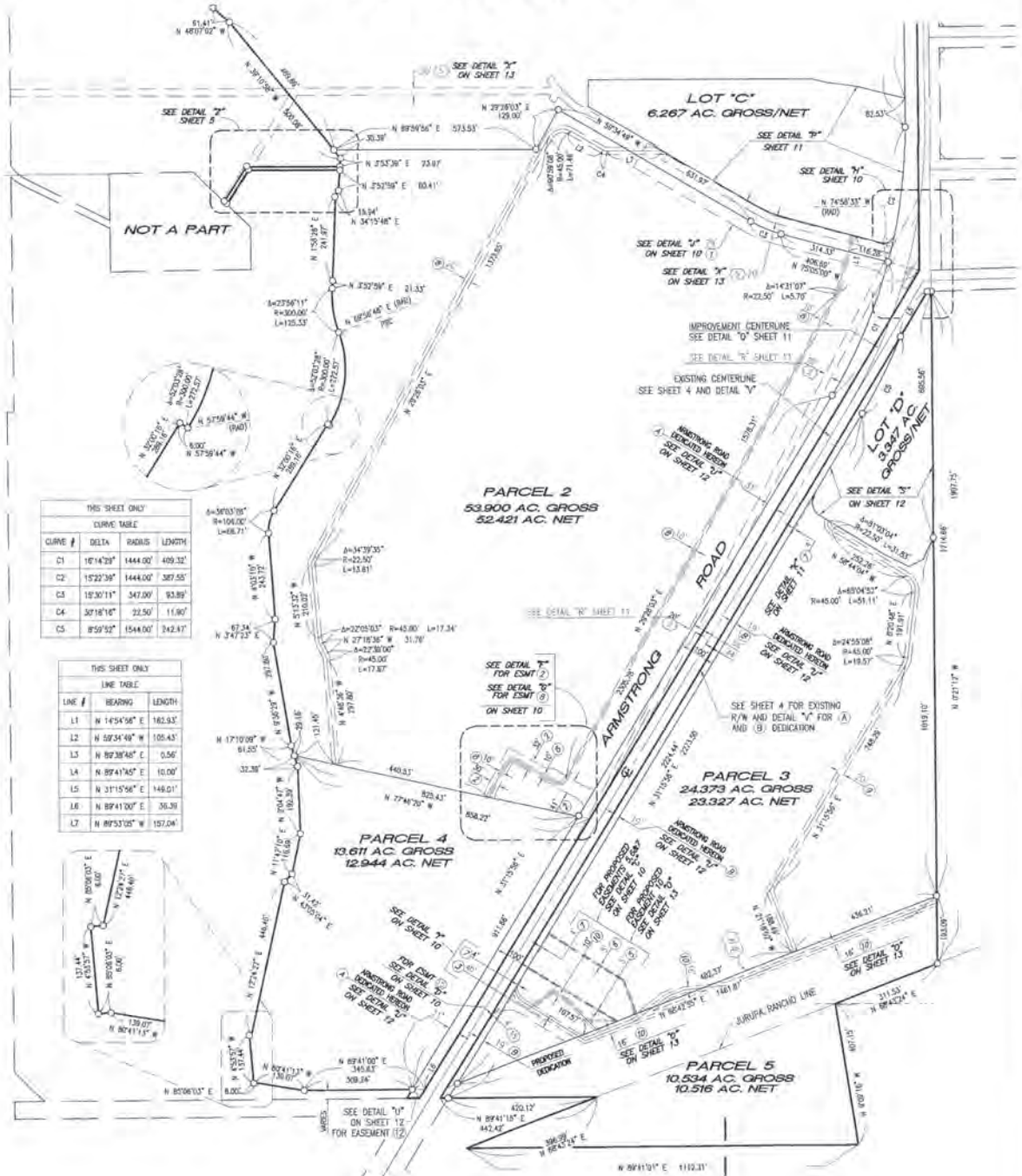
IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 33, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



SEE SHEET 8



THIS SHEET ONLY

CURVE #	DELTA	RADIUS	LENGTH
C1	10°14'29"	1444.00'	409.32'
C2	15°22'38"	1444.00'	307.55'
C3	10°30'11"	347.00'	93.89'
C4	30°18'16"	22.50'	11.90'
C5	8°59'52"	1544.00'	342.47'

THIS SHEET ONLY

LINE #	BEARING	LENGTH
L1	N 14°54'56" E	162.93'
L2	N 50°34'48" W	105.43'
L3	N 89°30'40" E	0.56'
L4	N 89°41'40" E	10.00'
L5	N 31°15'56" E	148.01'
L6	N 89°41'20" E	30.39'
L7	N 89°53'05" W	197.04'

NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

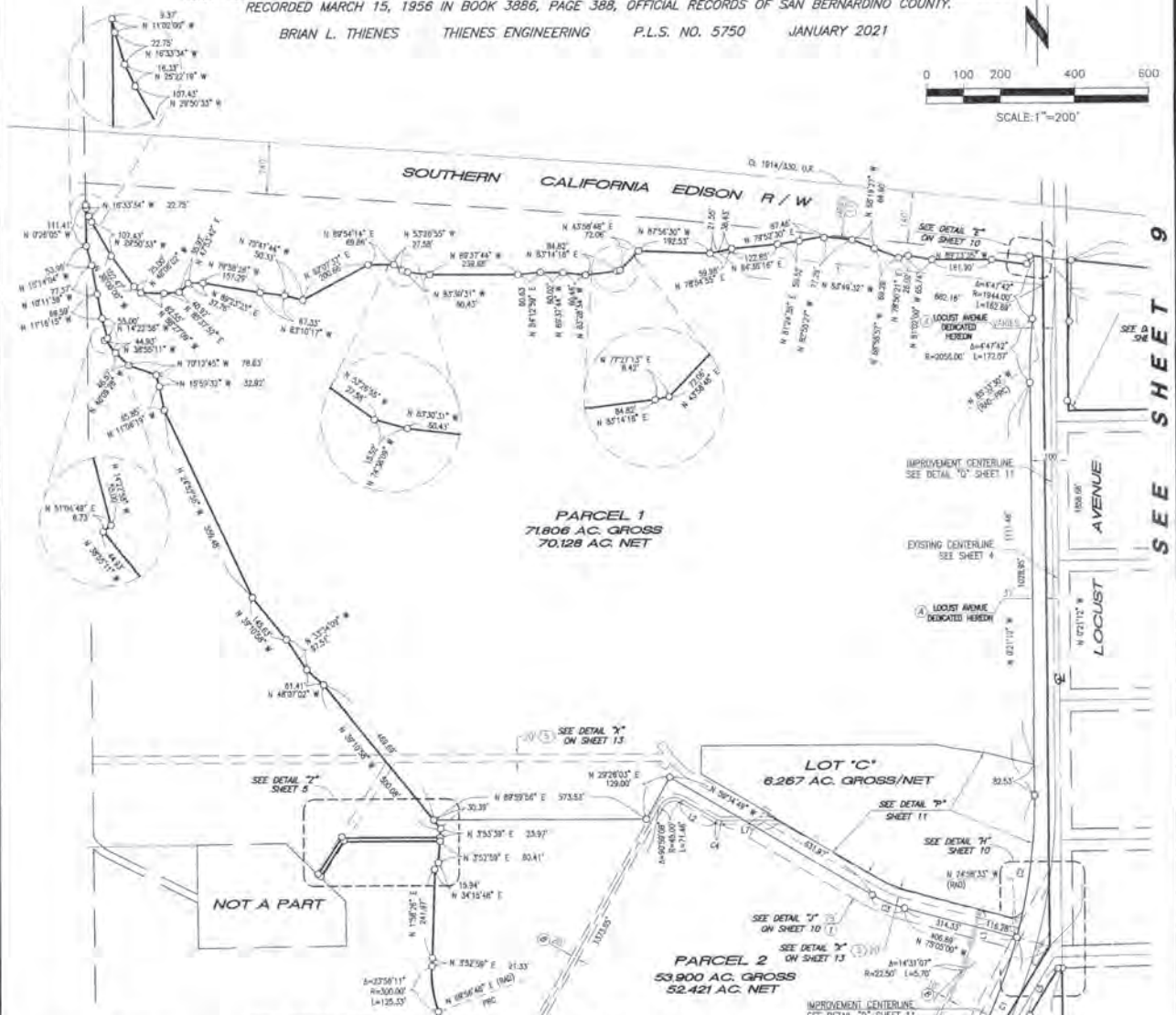
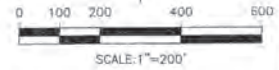
NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

PARCEL MAP NO. 19156

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY; A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	18°14'29"	1444.00'	408.32'
C2	12°22'39"	1444.00'	387.55'
C3	12°30'11"	347.00'	93.89'
C4	32°18'16"	22.50'	11.80'
C5	82°52'	1544.89'	242.47'

THIS SHEET ONLY

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 145°54' E	162.93'
L2	N 58°54'48" W	105.43'
L3	N 89°30'48" E	0.58'
L4	N 89°41'45" E	10.00'
L5	N 31°15'50" E	598.01'
L6	N 89°41'00" E	26.38'
L7	N 89°53'05" W	157.04'

PROPOSED DEDICATIONS:

- (A) ARMSTRONG ROAD AND LOCUST AVENUE ABUTTING PARCELS 1, 2 & 4
- (B) ARMSTRONG ROAD ABUTTING PARCELS 3 & 5
- (C) LOCUST AVENUE ABUTTING LOT "A"
- (D) LOCUST AVENUE ABUTTING PARCEL 5
- (E) JURUPA AVENUE ABUTTING PARCEL 6

PROPOSED EASEMENTS:

- (1) A 78' WIDE RECIPROCAL INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2.
- (2) A VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 4.
- (3) A 40' AND VARIABLE WIDTH INGRESS AND EGRESS EASEMENT OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (4) NOT USED
- (5) AN EASEMENT FOR WATER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (6) AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (7) AN EASEMENT OF VARIABLE WIDTH FOR PUBLIC ACCESS AND SIDEWALK PURPOSES ALONG ARMSTRONG ROAD, LOCUST AVENUE AND JURUPA AVENUE TO THE CITY OF FONTANA AS SHOWN ON THIS MAP.
- (8) RECIPROCAL EASEMENT FOR STORM DRAIN PURPOSES OVER PARCELS 1 AND 2 FOR THE BENEFIT OF PARCEL 2 AND PARCEL 4.
- (9) AN EASEMENT FOR STORM DRAIN PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 5.
- (10) AN EASEMENT FOR PUBLIC ACCESS AND TRAIL PURPOSES TO THE CITY OF FONTANA AS SHOWN ON THIS MAP.
- (11) AN EASEMENT FOR STORM DRAIN PURPOSES TO THE CITY OF FONTANA AS SHOWN ON THIS MAP.

NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT AND LINE TABLE.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

SEE SHEET 9

SEE SHEET 7

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

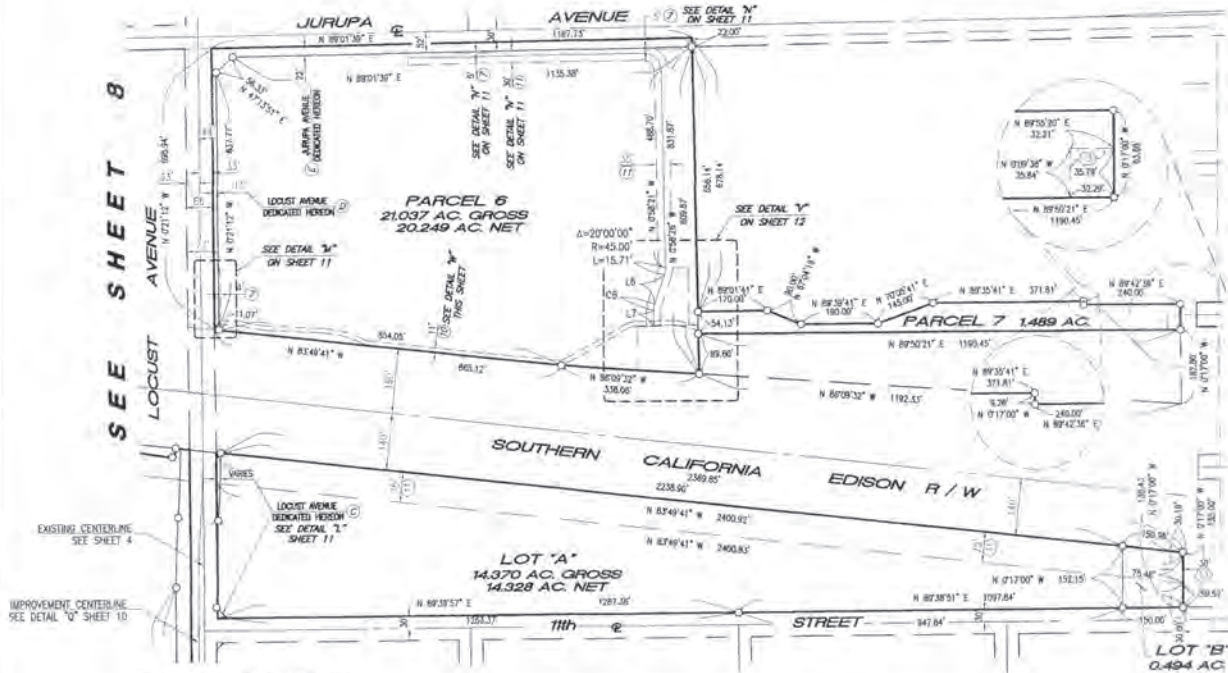
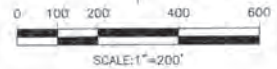
PARCEL MAP NO. 19156

SHEET 9 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021

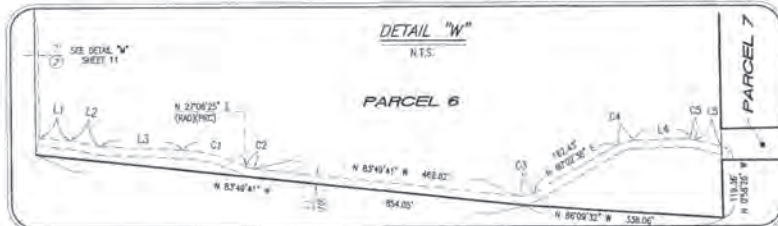


EXISTING EASEMENTS:

- (1) AN EASEMENT FOR THE FUTURE OPERATION OF A CEMENT PLANT, QUARRIES AND ROCK CRUSHERS AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE PORTLAND CEMENT COMPANY, RECORDED IN BOOK 555, PAGE 395 OF DEEDS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (2) AN EASEMENT FOR ELECTRICAL TRANSMISSION LINE AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC LIGHT AND POWER CORPORATION, RECORDED MARCH 22, 1917, IN BOOK 609, PAGE 110 OF DEEDS.
- (3) AN EASEMENT FOR POLE AND CONDUIT PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF PACIFIC LIGHT AND POWER CORPORATION, RECORDED MARCH 22, 1917 IN BOOK 609, PAGE 111 OF DEEDS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (4) AN EASEMENT FOR THE RIGHT, PRIVILEGE EASEMENT AND SCRIVITUDE TO DUMP, THROW OR DEPOSIT ROCKS, STONES, DIRT OR OTHER MATERIALS AND INCIDENTAL PURPOSES, IN FAVOR OF GREAT WESTERN IMPROVEMENT COMPANY, RECORDED AS BOOK 90, PAGE 323 OF OFFICIAL RECORDS. (SAID EASEMENT IS BLANKET IN NATURE)
- (5) WEST VALLEY WATER DISTRICT, A COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES, ACCESS AND INCIDENTAL PURPOSES RECORDED JUNE 13, 2023 AS INSTRUMENT NO. 2023-0144970 OF OFFICIAL RECORDS.
- (6) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF THE SOUTHERN SIERRAS POWER COMPANY, RECORDED NOVEMBER 23, 1928, IN BOOK 563, PAGE 151 OF OFFICIAL RECORDS. (EASEMENT CENTERLINE PLOTTED HEREON)
- (7) AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES IN FAVOR OF SECURITY-FIRST NATIONAL BANK OF LOS ANGELES, RECORDED JULY 2, 1941, IN BOOK 1484, PAGE 197 OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (8) AN EASEMENT FOR RIGHTS OF WAY IN FAVOR OF UNITED STATES OF AMERICA AS RESERVED IN PATENT RECORDED DECEMBER 26, 1894 IN BOOK E, PAGE 57 OF PATENTS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (9) AN EASEMENT FOR THE VARIOUS EFFECTS OF A NEIGHBORING QUARRY AND INCIDENTAL PURPOSES IN FAVOR OF RIVERSIDE CEMENT COMPANY, RECORDED AS BOOK 2052, PAGE 152 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- (10) AN EASEMENT FOR RIGHTS OF WAY IN FAVOR OF UNITED STATES OF AMERICA AS RESERVED IN PATENT RECORDED JULY 20, 1917 IN BOOK H, PAGE 271 OF PATENTS. (NOT PLOTTABLE FROM RECORD INFORMATION)
- (11) AN EASEMENT FOR THE RIGHT TO TRIM AND TOP TREES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 5, 1952 IN BOOK 3016, PAGE 97 OF OFFICIAL RECORDS.
- (12) AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 26, 1957 IN BOOK 4289, PAGE 270 OF OFFICIAL RECORDS.
- (13) AN EASEMENT FOR PRIVATE ROADWAY AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED NOVEMBER 26, 1962 IN BOOK 5806, PAGE 546 OF OFFICIAL RECORDS.
- (14) AN EASEMENT FOR THE RIGHT TO DRAIN EXCESS WATER FROM THE RESERVOIR SITE DUE TO NATURAL CAUSES AND RESERVOIR OVERFLOW INTO THE NATURAL DRAINAGE COURSE, PERMANENT CUT AND FILL SLOPES, FLOWAGE RIGHTS FOR THE PURPOSE OF STORM RUNOFF AND OVERFLOW FROM A WATER RESERVOIR AND INCIDENTAL PURPOSES IN FAVOR OF WEST SAN BERNARDINO COUNTY WATER DISTRICT, RECORDED JUNE 30, 1972, AS BOOK 7967, PAGE 795, AND RECORDED MARCH 13, 1974 AS BOOK 8386, PAGE 797, BOTH OF OFFICIAL RECORDS. (THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION)
- (15) AN EASEMENT FOR CONSTRUCTING, USING, MAINTAINING, ALTERING, ADDING TO, REPAIRING, REPLACING, INSPECTING, RELOCATING AND/OR REMOVING AT TIME AND FROM TIME TO TIME, STUB POLES, GUY WIRES, ANCHORS AND OTHER APPURTENANT FIXTURES AND/OR EQUIPMENT MADE FOR ANCHORAGE PURPOSES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JULY 13, 1984 AS INSTRUMENT NO. 84-165808 OF OFFICIAL RECORDS.
- (16) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED MAY 24, 1983 AS INSTRUMENT NO. 93-220542 OF OFFICIAL RECORDS. (SEE DETAIL "H" ON SHEET 9)

THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 84°58'19" W	53.31'
L2	S 78°11'24" E	53.42'
L3	S 87°14'04" E	145.29'
L4	S 89°01'39" W	88.22'
L5	N 76°23'31" W	47.90'
L6	N 19°01'36" E	77.68'
L7	N 0°58'21" W	39.01'

THIS SHEET ONLY			
CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	24°22'29"	260.50'	110.82'
C2	20°58'07"	39.50'	14.46'
C3	36°07'41"	49.50'	31.21'
C4	28°50'01"	60.50'	30.80'
C5	14°34'56"	80.50'	15.40'
C6	20°00'00"	45.00'	15.71'



NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

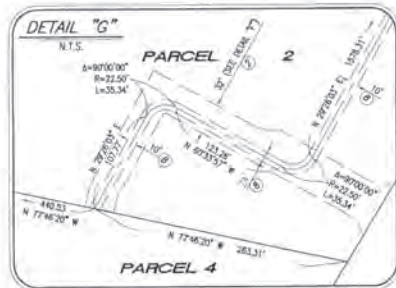
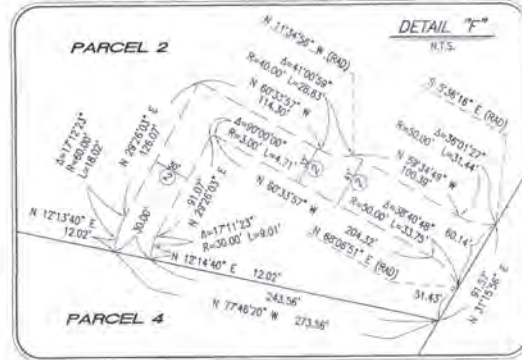
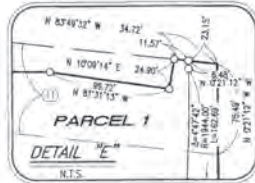
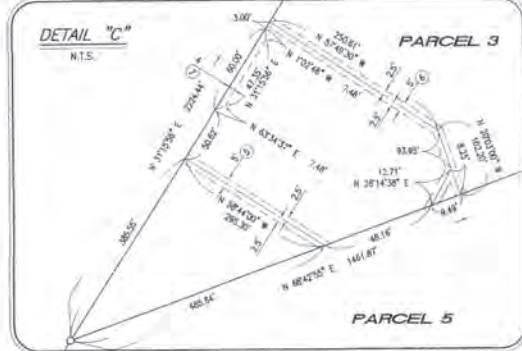
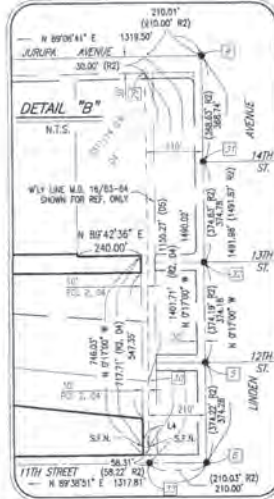
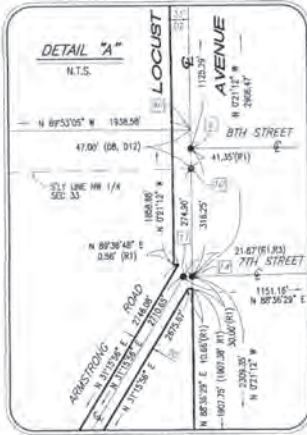
PARCEL MAP NO. 19156

SHEET 10 OF 13 SHEETS

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

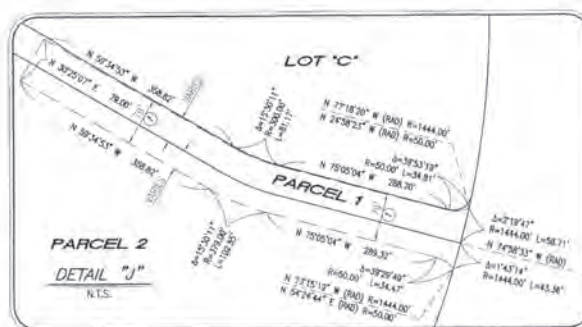
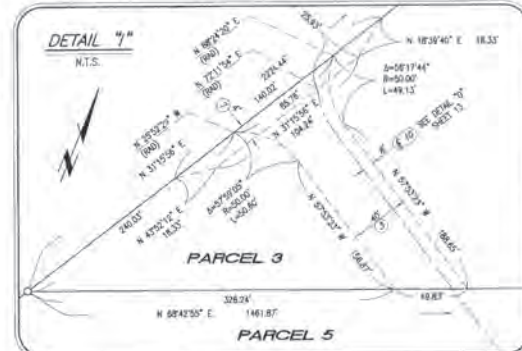
BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 39, RECORDS OF SAN BERNARDINO COUNTY; A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY

LINE #	BEARING	LENGTH
L1	N 45°44'31" E	51.98'
L2	N 31°15'56" E	82.94'
L3	N 8°07'37" E	40.95'
L4	N 89°41'45" E	10.00'



NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221.221 GROSS ACRES
215.510 NET ACRES

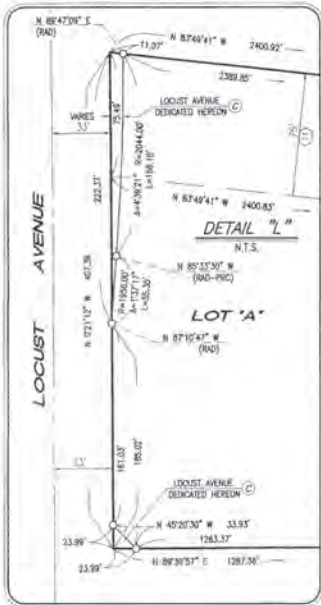
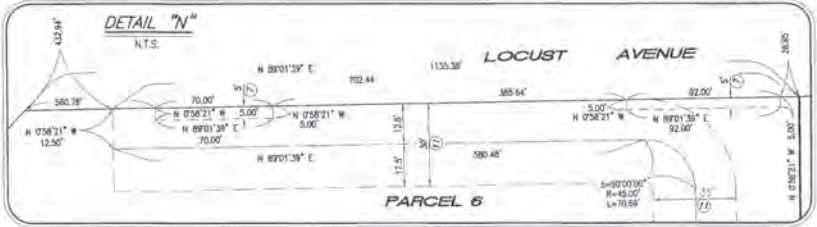
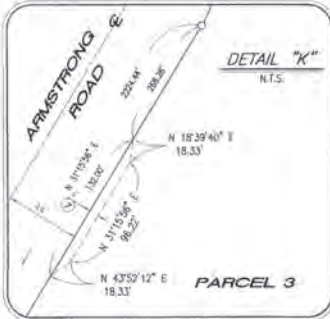
PARCEL MAP NO. 19156

SHEET 11 OF 13 SHEETS

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

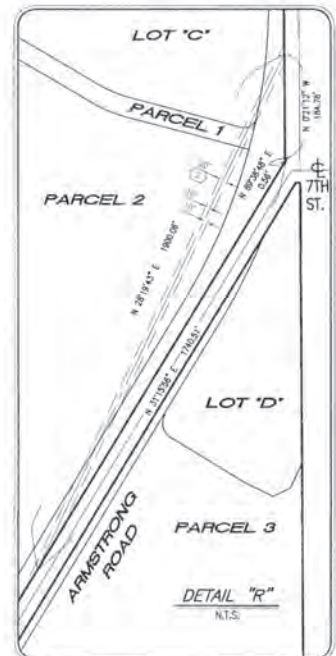
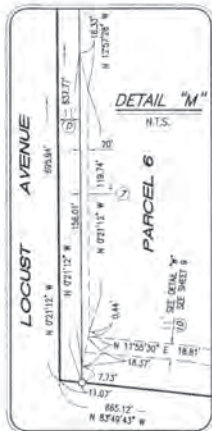
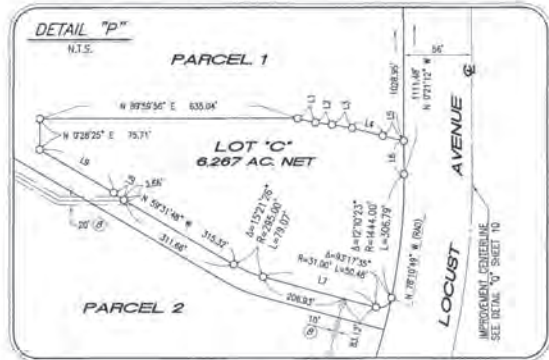
BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 39, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY

LINE #	BEARING	LENGTH
L1	S 77°31'15" E	45.41'
L2	S 82°39'12" E	41.55'
L3	S 80°39'24" E	50.55'
L4	S 75°37'28" E	78.30'
L5	S 76°37'24" E	53.78'
L6	S 02°11'12" E	82.53'
L7	N 74°53'14" W	290.05'
L8	N 54°29'03" W	30.18'
L9	N 59°34'49" W	210.73'



NOTE:
SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11, 12 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
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221.221 GROSS ACRES
215.510 NET ACRES

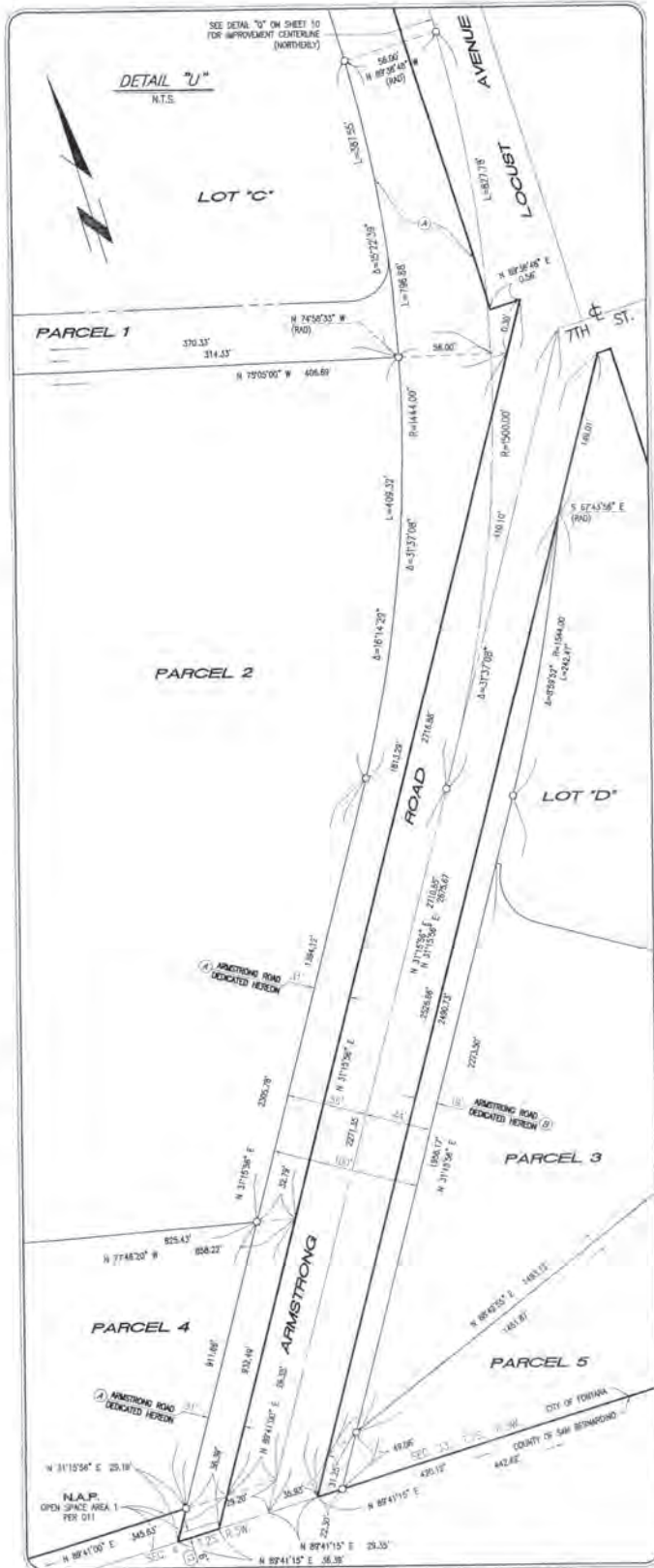
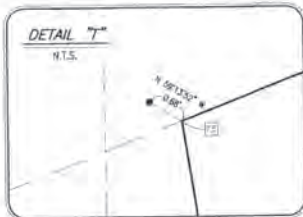
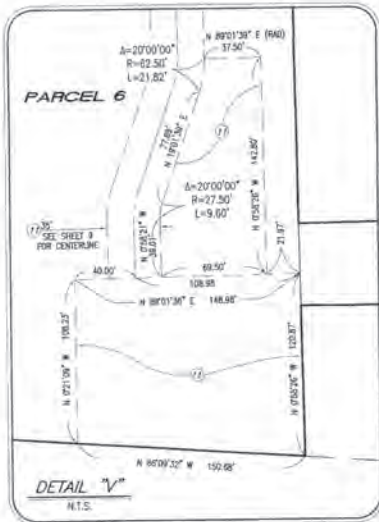
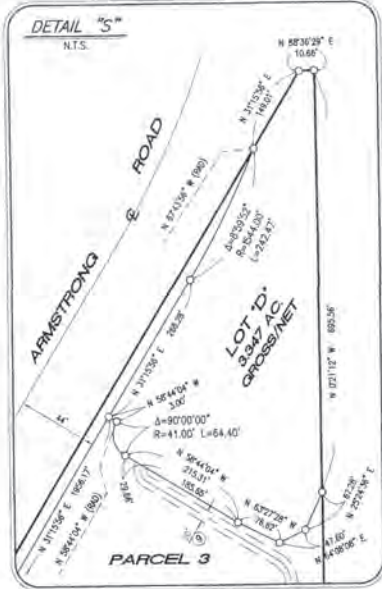
PARCEL MAP NO. 19156

SHEET 12 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 5 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11 AND 13 FOR EASEMENT DETAILS AND NOTES.

NUMBER OF PARCELS:
7 NUMBERED
4 LETTERED LOTS
221,221 GROSS ACRES
215,510 NET ACRES

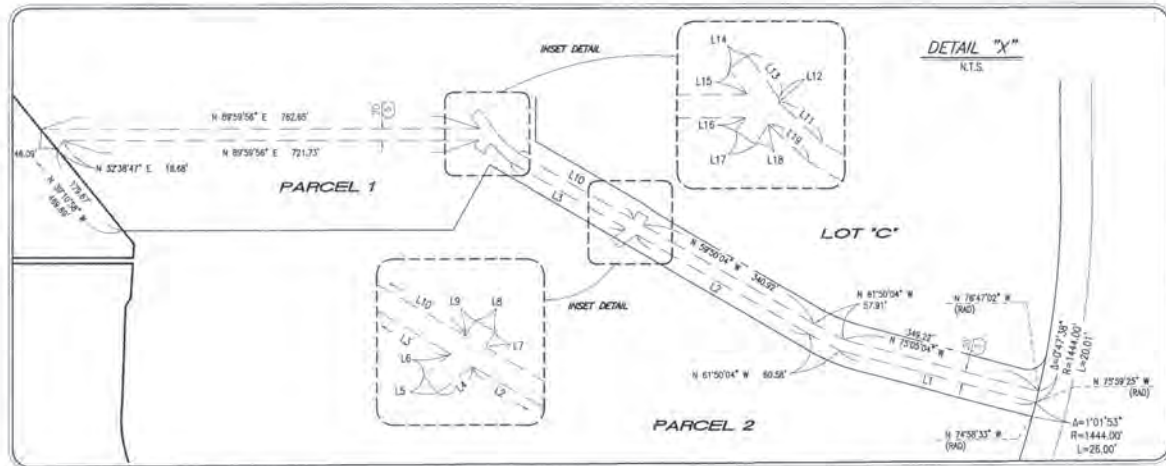
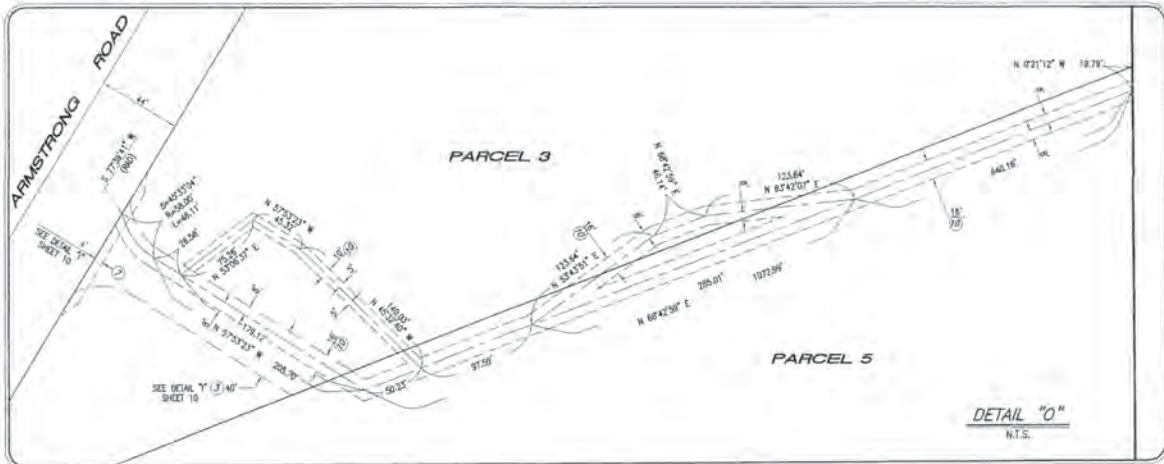
PARCEL MAP NO. 19156

SHEET 13 OF 13 SHEETS

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

BEING A SUBDIVISION OF PORTIONS OF THE NORTHWEST QUARTER, NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 WEST, SAN BERNARDINO BASELINE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE DISTRICT LAND OFFICE, TOGETHER WITH A PORTION OF TRACT NO. 3 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 12, PAGE 32, RECORDS OF SAN BERNARDINO COUNTY, A PORTION OF TRACT 1 OF PROPERTY BELONGING TO THE ESTATE OF A.C. ARMSTRONG, DECEASED, RECORDED IN BOOK 6, PAGE 31 OF MAPS, RECORDS OF RIVERSIDE COUNTY AND A PORTION OF LOCUST AVENUE PER DEED RECORDED MARCH 15, 1956 IN BOOK 3886, PAGE 388, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY.

BRIAN L. THIENES THIENES ENGINEERING P.L.S. NO. 5750 JANUARY 2021



THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 75°05'04" W	352.00'
L2	N 59°50'04" W	343.14'
L3	N 59°50'04" W	227.79'
L4	N 52°12'20" E	37.76'
L5	N 37°47'40" W	20.00'
L6	N 52°12'20" E	26.69'
L7	N 30°25'07" E	15.78'
L8	N 59°34'53" W	20.00'
L9	N 30°25'07" E	15.87'
L10	N 59°50'04" W	228.99'

THIS SHEET ONLY		
LINE TABLE		
LINE #	BEARING	LENGTH
L11	N 47°00'04" W	51.10'
L12	N 07°00'04" W	3.72'
L13	N 36°23'16" W	45.58'
L14	N 53°36'44" E	20.00'
L15	N 36°23'16" W	26.80'
L16	N 33°07'06" E	14.56'
L17	N 56°52'54" W	20.00'
L18	N 33°07'06" E	20.50'
L19	N 47°00'04" W	46.92'

NOTE:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, MAP AND OTHER REFERENCES, BASIS OF BEARINGS AND LEGEND.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 6 FOR INDEX MAP.
SEE SHEETS 8, 9, 10, 11 AND 12 FOR EASEMENT DETAILS AND NOTES.

EXHIBIT B

(Description of Reimbursable Facilities)

Paso Robles Tank

SCHEDULE OF WORK ITEMS REHABILITATION OF 4.0 MG WATER STORAGE RESERVOIR

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items:

ITEM NO.	ITEM DESCRIPTION	ITEM TOTAL
Reimbursable Bid Items		
1.	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and coat interior with an epoxy coating system in accordance with the specifications.	\$ 1,787,834
2.	Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	\$ 14,910
3.	Exterior Paint: Furnish all labor, materials, and equipment to provide containment, prepare exterior surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system in accordance with the specifications.	\$ 870,769
4.	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces in accordance with the specifications.	\$ 29,324
5.	Safety Gate: Furnish all labor, materials and equipment to install a new safety gate at the top of the exterior ladder.	\$ 6,213
6.	Vent Screening: Furnish all labor, materials and equipment to remove existing vent screening on the center vent prior to painting and coating operations install new screening after coating and painting are complete.	\$ 1,864
7.	Auxiliary Vent: Furnish all labor, materials and equipment to install a 24" auxiliary roof vent at location designated on the plans.	\$ 8,698
8.	Interior Ladder: Remove and dispose of the existing interior ladder and install a new fiberglass ladder at the existing roof hatch.	\$ 13,544
9.	Saf-T-Climb: Furnish all labor, materials and equipment to install a galvanized steel Saf-T-Climb on the interior ladder. Supply a harness and locking sleeve to the District.	\$ 4,349
10.	Fall Restraint System: Furnish all labor, materials, and equipment to install fall restraint cables, attachments, and necessary mounting hardware.	\$ 6,213
22.	Dehumidification: Furnish all labor, materials and equipment to use dehumidification system for interior work, including curing of coatings, in accordance with the specifications. Sound barriers shall be provided as required.	\$ 96,918
23.	Pitted Areas: Furnish material, equipment and labor to fill or weld plates over excessively pitted or corroded areas, as determined necessary by the engineer.	\$ 4,349
24.	Center Vent Bracing: Furnish all labor, materials, and equipment to replace the center vent bracing in like-kind as determined necessary by the Engineer.	\$ 4,970

Reimbursable Bid Items Total: \$ 2,849,955

IDI Bid Items		
11.	Overflow Pipe: Furnish all labor, materials, and equipment to remove existing overflow pipe and install a new 24" diameter overflow pipe, funnel, and drop inlet catch basin with grate cover in accordance with the plans. Work includes excavation, backfill, compaction of subgrade and removal and reconstruction of interfering HMA pavement to match existing thickness plus one inch.	\$ 332,779
12.	Abandon Bottom Inlet: Furnish all labor, materials, and equipment to remove inlet from the bottom plates, fill pipe with slurry and plate over opening.	\$ 23,370
13.	Abandon Bottom Drain: Furnish all labor, materials, and equipment to remove drain sump from the bottom plates, slurry pipe, and plate over opening.	\$ 40,196
14.	New Inlet/Outlet Above Ground Piping: Furnish all labor, materials, and equipment to install new shell nozzle, flex-tend, valves, fittings, air-vac and above ground piping from Station 9+91.00 to reservoir shell in accordance with the plans. Work includes removal and reconstruction of interfering HMA pavement to match existing thickness	\$ 324,370
15.	New Inlet/Outlet Below Ground Piping: Furnish all labor, materials, and equipment to install new CML/C fully welded steel piping Class 150 and fittings from tie-in point at Station 11+00 to Station 9+91.00 to above ground piping. Work includes excavation, shoring, bedding, backfill and compaction per specifications.	\$ 440,056
16.	Shell Drain: Furnish all labor, materials, and equipment to install new shell drain nozzle, valve and elbow in accordance with the plans.	\$ 17,200
17.	Piping Disinfection and Testing: Furnish all labor, materials, and equipment to pressure test and disinfect new pipeline.	\$ 31,783
18.	Storm Drain Manholes: Furnish all labor, materials, and equipment to construct storm drain manholes and covers per SPPWC Std 321-2 at the locations and depths designated on the plans.	\$ 198,174
19.	24" HDPE Storm Drain Piping: Furnish all labor, materials, and equipment to construct 24" HDPE N-12 storm drain with water tight joints and tracer wire from Station 12+94 to 16+42 per manufacturer's recommendations. Work includes removal of interfering drainage pipe, plugging abandoned piping, excavation, shoring, bedding, backfill, compaction and reconstruction of interfering HMA pavement to match existing thickness plus one inch.	\$ 284,174
20.	Remove and Reconstruct 7' Wide Catch Basin: Furnish all labor, materials, and equipment to remove the existing catch basin and interfering storm drain laterals. Construct 7' wide catch basin per SPPWC Std 300-1. Connect storm drain laterals and form bottom shelf to drain to 24" outlet pipe per detail on Sheet 6 of the plans. Verify location and depth of existing storm drain laterals and notify the Engineer prior to reconstruction of catch basin.	\$ 121,522
21.	Pipeline Backfill Stabilizers: Furnish all labor, materials, and equipment to install backfill stabilizers for storm drain and waterlines per SPPWC Std 221-2.	\$ 121,522
IDI Bid Items Total:		\$ 1,935,146
Bond Amount		\$ 4,785,101

EXHIBIT C

(Water System Infrastructure Installation and Conveyance Agreement)



STAFF REPORT

DATE: April 3, 2025

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Joint Community Facilities Agreement for Avila Collection TTM 20481 (CFD No. 2024-1) and Adopt Resolution Approving Agreement

STRATEGIC GOAL:

Strategic Goal 4 - Strengthen Partnerships with Outside Agencies

B. Be Recognized as a Leader and Effective Regional Collaborator

MEETING HISTORY:

3/27/25 Engineering, Operations and Planning

BACKGROUND:

N/A

DISCUSSION:

Avila Collection, LLC (“Developer”), is the owner of land located east of Linden Avenue, and south of Slover Avenue, in the unincorporated community of Bloomington, as shown in **Exhibit A**. The Developer has petitioned the Colton Joint Unified School District (“CJUSD”) to create a Community Facilities District (“CFD”) through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD No. 2024-1 would finance the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development impact (capacity charges) and other fees. CJUSD would act as the lead agency and would form the CFD and issue the bonds for the proposed CFD with the repayment of the bonds secured by special tax levied on taxable property.

The special tax levied through the CFD would be used to finance certain public facilities including facilities to be owned, operated and maintained by West Valley Water District (“WVWD”). The WVWD facilities include certain fees and charges included in WVWD’s capacity and connection fee program and used to fund master planned water facilities necessary to provide service to the property and other facilities to be constructed by or on behalf of the Developer. Upon the construction of the facilities and the inspection and acceptance by WVWD, the facilities will be conveyed to WVWD.

Attached, as **Exhibit B** is the recommended Joint Community Facilities Agreement (JCFA) with the CJUSD, the Developer, and WVWD for CFD No. 2024-1. If approved, WVWD will receive all capacity charges and fees from the Developer before the project begins construction and will enter into a Water System Infrastructure Installation and Conveyance Agreement to establish the terms by which the water district facilities are to be constructed, conveyed and accepted by WVWD.

Attached as **Exhibit C** is the recommended Resolution of the Board of Directors of the West Valley Water District to adopt the Joint Community Facilities Agreement as required in the JCFA.

FISCAL IMPACT:

No fiscal impact to the District.

REQUESTED ACTION:

1. Authorize entering into the Joint Community Facilities Agreement between the Colton Joint Unified School District, Avila Collection, LLC and West Valley Water District for Community Facilities District No. 2024-1.
2. Authorize a Resolution of the Board of Directors of the West Valley Water District for the Joint Community Facilities Agreement.
3. Authorize the General Manager to execute all necessary documents related to the CFD and Resolution.

Attachments

[Exhibit A - Project Location.pdf](#)

[Exhibit B - Joint Community Facilities Agreement for CFD No. 2024-1.pdf](#)

[Exhibit C - Resolution for Communities Facilities District No. 2024-1.pdf](#)

EXHIBIT A

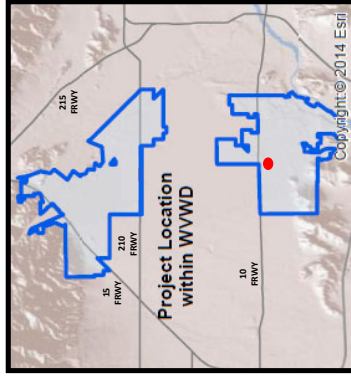


Exhibit A

Avila Collection (TTM 20481)



EXHIBIT B

**JOINT COMMUNITY FACILITIES AGREEMENT
(WEST VALLEY WATER DISTRICT)**

THIS JOINT COMMUNITY FACILITIES AGREEMENT (the “Facilities Agreement”) is made and entered into as of _____ by and among the Colton Joint Unified School District (the “School District”); Community Facilities District No. 2024-1 of the Colton Joint Unified School District (“CFD No. 2024-1”); the West Valley Water District (the “Water District”); and Avila Collection, LLC (the “Owner”).

WITNESSETH:

WHEREAS, the Board of Education of the School District (the “School Board”) has completed proceedings under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) to form CFD No. 2024-1 to authorize the levy of special taxes (the “Special Taxes”) upon the land within CFD No. 2024-1 and to issue bonds (the “Bonds”) secured by the Special Taxes, the proceeds of which may be used to finance certain public facilities;

WHEREAS, the Owner is the owner of all of the real property within Tentative Tract Map No. 20481 (the “Property”) comprising the boundaries of CFD No. 2024-1, which is depicted on Exhibit “E” attached hereto;

WHEREAS, the public facilities proposed to be financed by CFD No. 2024-1 include certain facilities to be owned, operated and maintained by the Water District (the “Water District Facilities”), as well as facilities to be owned, operated or maintained by the School District (the “School District Facilities”);

WHEREAS, the Water District Facilities include (i) certain fees and charges included in the Water District’s capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the “Water District Fees”), which fees, as of the date of this Facilities Agreement, are estimated to total \$1,183,717; and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a “Water District Acquisition Facility,” and collectively, the “Water District Acquisition Facilities”);

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or resolution of issuance, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to CFD No. 2024-1 being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, the School Board and the Board of Directors of the Water District (“Water Board”) intend to adopt such a resolution;

WHEREAS, subsection (e) of Section 53316.2 of the Act mandates the School District to have primary responsibility for formation of a community facilities district;

WHEREAS, the School District, the Water District and the Owner desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by CFD No. 2024-1;

NOW, THEREFORE, for and in consideration of the preceding recitals, incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Water District Facilities. The Water District Facilities, including any real or tangible property which is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit “A” attached hereto.

Section 2. Financing of Water District Facilities. It is anticipated that CFD No. 2024-1 will levy Special Taxes to pay directly for School District Facilities and Water District Facilities and issue Bonds in one or more series secured by Special Taxes to finance the acquisition, construction and installation of the Water District Facilities and the School District Facilities. The proceeds of such Special Taxes and Bonds available for School District Facilities and Water District Facilities shall be referred to as “CFD Proceeds.”

The Water District does not anticipate being able to utilize the proceeds from the Bonds in compliance with federal tax-exempt laws and regulations under the Internal Revenue Code of 1986 and the Treasury Regulations promulgated thereunder established for tax-exempt bonds. As such, the Water District will only accept proceeds of Bonds to finance Water District Facilities if they are issued on a federally taxable basis. The School District shall not issue Bonds to finance Water District Facilities on a federally tax-exempt basis.

Under the terms set forth herein, CFD No. 2024-1 may provide CFD Proceeds to finance the acquisition, construction and installation of all or a portion of the Water District Facilities. Notwithstanding any other provision of this Facilities Agreement, the fact that there may not be sufficient CFD Proceeds available to pay for the Water District Facilities shall not relieve Owner, or its successors and assigns, of its obligation to pay to Water District the Water District Fees described in Exhibit “A” hereto required to be paid in connection with the development of the

Property or to otherwise construct any Water District Facilities that are required as a condition to development of the Property. The purpose of this Facilities Agreement is to provide a mechanism by which CFD No. 2024-1 may provide a source of funds to finance, in whole or in part, the Water District Fees and the acquisition prices of Water District Acquisition Facilities.

CFD No. 2024-1 may proceed with the levy of Special Taxes and the issuance and sale of Bonds at such time, and in such amounts as are determined by the School District to be appropriate to finance the acquisition, construction and installation of the Water District Facilities and the School District Facilities. Upon the receipt by the School District of a written requisition executed by the Water District and Owner in the form attached hereto as Exhibit “D-2,” the School District shall cause CFD No. 2024-1 to disburse and deliver to the Water District the amount of CFD Proceeds requested in the requisition to fund Water District Fees, not to exceed the amount determined to be available for financing Water District Fees by CFD No. 2024-1. As CFD Proceeds of the Bonds are transferred to Water District to fund Water District Fees, Owner shall receive a credit, in an amount equal to the amount of such CFD Proceeds so received, against the Water District Fees required to be paid by the Owner in connection with the development of the Property. Nothing herein shall supersede the obligation of the Owner or any subsequent owner of the Property to pay Water District Fees to Water District when due or to pay any increase in the amount of fees when due.

Owner may advance Water District Fees to the Water District prior to the availability of sufficient CFD Proceeds. Each such cash advance shall be referred to as a “Deposit.” In the event Owner makes a Deposit with the Water District, the full amount of such Deposit shall be reimbursed to Owner by Water District from available CFD Proceeds, including the proceeds of the Bonds requisitioned if and when Bonds are issued. Notwithstanding the foregoing, if CFD Proceeds are insufficient to fund the entire amount of Water District Fees and Owner is required to provide one or more Deposits pursuant to this Section 2, such Deposits shall be retained by the Water District and the Water District shall have no obligation to reimburse them except to the extent CFD Proceeds subsequently become available. Notwithstanding the preceding sentence, to the extent the School District and the Community Facilities District have issued all Bonds expected to be issued, the School District will notify Owner and the Water District and the Deposits shall be applied to the payment of Water District Fees or as otherwise determined by the Owner and the Water District.

The School District shall cause CFD No. 2024-1 to maintain, or cause to be maintained, records relating to the disbursements of proceeds of the sale of the Bonds, including all amounts expended from the Acquisition and Construction Fund (defined below). The School District or CFD No. 2024-1 will, upon request, provide Water District and Owner with access to such records during regular office hours.

Section 3. Use of Bond Proceeds; Investment Earnings; Records. The Water District shall deposit any Bond proceeds and other CFD Proceeds received from CFD No. 2024-1 pursuant hereto in an account of the Water District and shall use such proceeds only for the costs of the acquisition, construction and installation of the Water District Facilities.

The Water District shall keep records of all expenditures related to Bond proceeds or Deposits, and provide such information to the School District upon request within a reasonable time. The Water District shall have no responsibility or obligation to make any rebate payments to the United States Treasury or to any other entity. Water District shall submit an invoice to

Owner for its actual costs and expenses incurred by Water District to provide such records and documents. Owner shall reimburse Water District for such costs and expenses within fifteen (15) days of receipt of such invoice and such amounts may be included in the administrative costs paid by CFD No. 2024-1 and reimbursed to Owner from Special Taxes collected for such administrative costs.

Section 4. Water District Acquisition Facilities. The parties acknowledge that Water District may require Owner, pursuant to its rules and regulations, to design, construct and dedicate to the Water District the Water District Acquisition Facilities as a condition to development of the Property. Except as otherwise provided herein, School District, Water District and CFD No. 2024-1 shall have no responsibility whatsoever for the bidding, contracting the construction of the Water District Acquisition Facilities. The Owner shall construct and install all Water District Acquisition Facilities in accordance with the provisions of this Section 4.

In the event CFD Proceeds are available to finance Water District Acquisition Facilities, such proceeds shall be held or transferred by CFD No. 2024-1, as determined by CFD No. 2024-1, to a special account (together or separate from other CFD Proceeds) (the “Acquisition and Construction Fund”). School District shall make disbursements from the Acquisition and Construction Fund in accordance with the terms of this Section 4. The following provisions of this Section 4 shall apply solely with respect to those Water District Acquisition Facilities to be constructed by Owner that are acquired by Water District with CFD Proceeds.

(a) Construction and Acquisition of Water District Acquisition Facilities.

(i) Owner shall, at no cost to Water District, be responsible for the preparation of the plans and specifications for the construction of the Water District Acquisition Facilities (the “Plans and Specifications”). The Plans and Specifications shall conform to the requirements of Water District for such facilities and shall be subject to the review and approval by Water District. All cost and expense of Water District review (including, but not limited to, Water District’s agents, employees and independent contractors) shall be paid by Owner and shall be deemed eligible costs available for reimbursement from the Acquisition and Construction Fund to the extent reasonable. Owner represents that the Plans and Specifications will conform to all applicable federal, state and local governmental rules, ordinances and regulations and all applicable environmental protection laws. Owner’s submission of the Plans and Specifications to Water District shall evidence Owner’s representation and warranty to Water District that the Plans and Specifications are complete, accurate, workable and in compliance with all governmental requirements with respect thereto. Owner, at its cost and expense, shall, except as otherwise provided herein, pay all permit fees, connection fees and other fees customarily charged by Water District as may now exist or may be charged in the future arising out of the planning, engineering or construction of the Water District Acquisition Facilities, and such fees shall be deemed eligible costs available for reimbursement from amounts deposited in the Acquisition and Construction Fund of the Acquisition and Construction Fund.

(ii) The Water District Acquisition Facilities must be constructed in strict accordance with the Plans and Specifications as approved by Water District. Any deviations from the approved Plans and Specifications must be approved by the Water District, in writing. Owner shall be solely responsible for the bidding, contracting and construction of the Water

District Acquisition Facilities to be acquired with Bond proceeds in accordance with the requirements set forth in Exhibit “B” hereto. Except as otherwise provided herein, the School District, Water District and CFD No. 2024-1 shall have no responsibility whatsoever for the bidding, contracting the construction of the Water District Acquisition Facilities. The Owner shall construct and install all Water District Acquisition Facilities on the following terms and conditions:

(A) The Owner shall construct and complete the Water District Acquisition Facilities (or subject portion thereof) at no cost or expense to Water District and in accordance with the laws, rules and regulations of all governmental bodies and agencies having jurisdiction over the Water District Acquisition Facilities (or subject portion thereof).

(B) The Owner shall be required to furnish labor and material payment bonds and contract performance bonds in an amount equal to one hundred percent (100%) of the contract price for the Water District Acquisition Facilities (or such portion thereof) naming the Owner, CFD No. 2024-1 and Water District as obligees and issued by insurance or surety companies approved by the Water District. All such bonds shall be in a form approved by the Water District.

(C) The Owner shall deliver to Water District a Certificate of Insurance evidencing coverage for “builder’s risk,” evidence of employer liability insurance with limits of at least One Million Dollars per occurrence and evidence of comprehensive liability insurance (automobile and general liability) with limits of at least Five Million Dollars per occurrence. The Owner shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress. The general liability insurance to be obtained by the Owner shall name CFD No. 2024-1, the School District, and Water District as additional insureds. The Owner shall further maintain and provide evidence of workers’ compensation insurance coverage as provided by law.

(D) The Owner shall comply with such other requirements relating to the construction of the Water District Acquisition Facilities (or subject portion thereof) which Water District may impose by written notification delivered to the Owner at any time, either prior to the receipt of bids by the Owner for the construction of the Water District Acquisition Facilities (or subject portion thereof) or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof. As set forth above, the Owner shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code and Public Contract Code to the extent expressly applicable to a non-governmental entity constructing infrastructure to be acquired by a public entity. Owner shall pay or cause its construction contractors to pay prevailing wages with respect to the Water District Acquisition Facilities and any other facilities constructed by Owner as required by the Labor Code.

(E) Water District shall have access to inspect the Water District Acquisition Facilities during normal business hours by making reasonable advance arrangements with Owner. It is understood and agreed that Water District’s inspection personnel shall have the authority to enforce the Plans and Specifications, which authority shall include requiring that all unacceptable material, workmanship installation be replaced, repaired or corrected by the Owner. All cost and expense of Water District’s inspection (including, but not

limited to, Water District's agents, employees and independent contractors) shall be paid by Owner and be eligible for reimbursement with Bond proceeds. Other than the final inspection and approval of the Water District Acquisition Facilities (or subject portion thereof), any inspection completed by Water District shall be for the sole use and benefit of Water District and neither the Owner nor any third party shall be entitled to rely thereon for any purpose. Water District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the Water District Acquisition Facilities (or subject portion thereof). Upon completion of the construction of the Water District Acquisition Facilities (or subject portion thereof) to the satisfaction of Water District's inspectors, the Owner shall notify Water District in writing that the construction of the Water District Acquisition Facilities (or subject portion thereof) has been completed in accordance with the Plans and Specifications.

(F) Upon satisfactory completion of the Water District Acquisition Facilities (or subject portion thereof) in accordance with the Plans and Specifications and Water District's standard requirements, in accordance with the terms thereof, the Owner shall forthwith file with the County Recorder of the County of San Bernardino, a Notice of Completion pursuant to the provisions of the Civil Code. The Owner shall furnish to Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder. Any actual costs reasonably incurred by Water District in inspecting and approving the construction of the Water District Acquisition Facilities (or subject portion thereof) not previously paid by the Owner, or funded with CFD Proceeds of CFD No. 2024-1, shall be paid by Owner.

(G) The Owner shall provide to Water District such evidence as Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the Water District Acquisition Facilities (or subject portion thereof) have been paid, and that no claims on behalf of any such person, firm or corporation are outstanding.

(H) The Owner shall, at the time Water District acquires the Water District Acquisition Facilities (or subject portion thereof), grant to Water District, by appropriate instruments prescribed by Water District, all easements across private property, fee title, ownership deeds, public access or rights-of-way which may be necessary for the proper operation and maintenance of the Water District Acquisition Facilities (or subject portion thereof), or any part thereof. The Owner shall insure that all deeds of trust and mortgages are subordinated to the easements and reconveyed as to the fee title ownership.

(I) Upon completion of the Water District Acquisition Facilities (or subject portion thereof) and completion of the final inspection, testing and written assurance thereof by Water District, the Owner shall execute and deliver a Bill of Sale in the form and content acceptable to Water District. The Bill of Sale shall convey title of the Water District Acquisition Facilities (or subject portion thereof) to Water District. The Water District Acquisition Facilities (or subject portion thereof) shall be transferred to Water District free of all liens and encumbrances.

(J) Prior to the transfer of ownership of the Water District Acquisition Facilities (or subject portion thereof) by the Owner to Water District, the Owner shall be responsible for the maintenance thereof and shall maintain and transfer the Water District Acquisition Facilities (or subject portion thereof) to Water District in as good condition as the

Water District Acquisition Facilities (or subject portion thereof) were in at the time the Owner notified Water District that construction of same had been completed in accordance with the Plans and Specifications. The Owner shall provide to Water District, a two-year performance bond (following date of final acceptance by Water District of the Water District Acquisition Facilities (or subject portion thereof)) for materials and workmanship guarantee providing that Owner will repair, at its expense, all failures of or to the Water District Acquisition Facilities (or subject portion thereof) which was furnished, installed and/or constructed due to faulty materials or installation, within said two-year period. In the event Owner or the surety fails to cause satisfactory repair, as determined by Water District, within ten (10) business days following written notice or such longer period of time as Water District may reasonably determine, Water District may cause such repairs to be completed at Owner's surety's cost and expense. Notwithstanding the above-referenced ten (10) business day or other specified repair period, Water District shall have the unqualified right to immediately make any emergency repairs necessary to eliminate any threat to the public's health, safety or welfare, at Owner's and/or surety's cost and expense. Nothing in this subparagraph shall limit or abrogate any other claims, demands or actions Water District may have against Owner and/or Owner's surety on account of damages sustained by reason of such defect, nor shall the provisions of this subparagraph limit, abrogate or affect any warranties in favor of Water District which are expressed or implied by law.

(K) Water District shall have the right to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner for the design and construction of the Water District Acquisition Facilities (or subject portion thereof) during normal business hours by making reasonable advance arrangements with Owner.

(L) Upon the written request of Owner, Water District shall notify School District and Owner in writing when a Water District Acquisition Facility has been substantially completed in accordance with its Plans and Specifications and when a Water District Acquisition Facility has been finally completed and is ready for acceptance by Water District.

(iii) For purposes of this Agreement, a Water District Acquisition Facility shall be deemed "substantially completed" when Owner has notified Water District that the Water District Acquisition Facility has been completed in accordance with its Plans and Specifications, Water District's inspector has inspected the facility, prepared a final "punch list" and has determined that the only punch list items required to be completed are items not required for the safe operation of the Water District Acquisition Facility and can therefore be completed after the Water District Acquisition Facility has been opened to or made available for public use. For purposes of this Agreement, a Water District Acquisition Facility shall be deemed "finally completed" when all punch list items have been completed to the satisfaction of Water District, and Water District has accepted the Water District Acquisition Facilities pursuant to subparagraph (a) above.

(b) Acquisition and Ownership of Water District Acquisition Facilities.

(i) For purposes of determining the acquisition price to be paid by CFD No. 2024-1 for the acquisition of each Water District Acquisition Facility, the value of such facility shall be based on the "Actual Costs" submitted by the Owner, as that term is defined in Exhibit "C" attached hereto and incorporated herein by reference. Upon the transfer of ownership of the

Water District Acquisition Facilities to Water District, Water District shall be responsible for the maintenance of the Water District Acquisition Facilities.

(ii) Upon acceptance of the Water District Acquisition Facilities by Water District, Water District shall incorporate the Water District Acquisition Facilities in Water District's system. Following the expiration of any warranty period applicable to the construction of the Water District Acquisition Facilities during which time Owner shall be responsible for the maintenance of the Water District Acquisition Facilities, Water District shall thereafter be responsible for maintenance of the Water District Acquisition Facilities in accordance with all applicable Water District procedures and practices.

(c) Payment Requests.

(i) Notwithstanding the timing of substantial completion or final completion and acceptance of the Water District Acquisition Facilities, Owner may submit a payment request upon substantial or final completion of a Water District Acquisition Facility to the Water District. The form of payment request to be submitted to Water District by Owner in requesting payment by CFD No. 2024-1 of the acquisition price of the Water District Acquisition Facility, shall be substantially in the form of Exhibit "D-1" hereto. Within ten (10) business days of Owner's submission to Water District of a payment request, Water District shall determine if the Water District Acquisition Facility has been substantially completed and shall either deny or approve the payment request, which approval shall not be unreasonably withheld. If Water District denies any payment request it shall provide Owner a detailed written explanation describing the reasons or rationale for such denial. All denied payment requests may be resubmitted for approval. Owner shall reimburse Water District for its actual costs incurred in connection with the processing of such payment requests, including the inspection of the Water District Acquisition Facilities and such amounts shall be included in the acquisition price paid by CFD No. 2024-1.

(ii) In connection with Water District's approval of a payment request, Water District and Owner shall authorize CFD No. 2024-1 to disburse the acquisition price with respect to the approved Water District Acquisition Facilities pursuant to a disbursement request, which shall be substantially in the form of Exhibit "D-2" hereto. The sole source of funds for payment of the acquisition price or funding with respect to the approved Water District Acquisition Facilities shall be the CFD Proceeds made available by CFD No. 2024-1 for Water District Facilities. Within a reasonable time of School District's receipt of a signed disbursement request, School District shall authorize payment of the disbursement request by the trustee or fiscal agent for the Bonds.

Section 5. Construction, Ownership and Maintenance of School District Facilities and Water District Acquisition Facilities. The Owner and the School District, as applicable, shall be solely responsible for the design, acquisition, construction and installation of the School District Facilities, and the Water District shall have no responsibility therefor or liability with respect thereto. The School District Facilities shall be and remain the sole and separate property of the School District and shall be operated, maintained and utilized by the School District. The Water District shall not have any ownership interest in the School District Facilities, and the Water District shall have no responsibility for the operation or maintenance of the School District Facilities or any liability with respect thereto.

The Owner shall be solely responsible for the design, acquisition, construction and installation of the Water District Acquisition Facilities, and the School District, CFD No. 2024-1 and Water District shall have no responsibility therefor or liability with respect thereto. Upon acquisition of the Water District Acquisition Facilities by the Water District, the Water District Acquisition Facilities shall be and remain the sole and separate property of the Water District and, except as otherwise provided herein, shall be operated, maintained and utilized by the Water District. The School District and CFD No. 2024-1 shall not have any ownership interest in the Water District Acquisition Facilities, and the School District and CFD No. 2024-1 shall have no responsibility for the operation or maintenance of the Water District Acquisition Facilities or any liability with respect thereto.

Section 6. No Water District Liability. The School District, the Water District and the Owner acknowledge and agree that the Water District shall have no responsibility or liability to the School District or the Owner for the establishment of CFD No. 2024-1, the levy of the Special Taxes, the issuance of the Bonds, and the financing, acquisition, construction and installation of the School District Facilities, any disclosure made in connection with the offering and sale of the Bonds or any continuing disclosure made at any time with respect to the Bonds.

Section 7. Indemnification. The Owner shall assume the defense of, and hold harmless the Water District, the School District and CFD No. 2024-1 and their officers, directors, officials, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) any act or omission of Owner under this Facilities Agreement, (ii) the design, engineering, construction and installation of the Water District Acquisition Facilities to be constructed by Owner, including its consultants, contractors, subcontractors, and anyone directly or indirectly employed by Owner or anyone for whose acts any of them may be liable in connection with the construction of the Water District Acquisition Facilities, (iii) the establishment of CFD No. 2024-1, the levy of Special Taxes, the issuance of the Bonds, (iv) the financing of all or a portion of the School District Facilities and Water District Acquisition Facilities from Bond proceeds or special taxes, and (v) any disclosure made by Owner in connection with the offering and sale of the Bonds or any continuing disclosure made at any time by Owner with respect to the Bonds, or any matters relating thereto. If the Owner fails to do so, the Water District, CFD No. 2024-1 and School District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Owner.

Section 8. Nature of Allocation of Special Taxes. This Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act.

Section 9. Notices. All written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the parties in writing from time to time, namely:

**If to the School District
or CFD No. 2024-1:**

Colton Joint Unified School District
1212 Valenica Drive
Colton, CA 92324
Email: gregory_fromm@cjustd.net
Attn: Associate Superintendent of Business
Services

If to the Water District:

West Valley Water District
Post Office Box 920
Rialto, California 92377-0920
Attention: General Manager

If to the Owner:

Avila Collection LLC
PO Box 11503
Carson, CA 90749
Telephone: (424) 292-3077
Email: bwalker@alleraproperties.com
Attn: Byron "Ron" Walker

With Copies to:

Kevin Kent
Email: kevin.tlkm@gmail.com

Each such notice, statement, demand, consent, authorization, offer, designation, request or other hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, electronic mail or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

Section 10. California Law and Venue. This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California. Venue shall be held exclusively in the County of San Bernardino.

Section 11. Attorney Fees. Notwithstanding anything to the contrary, no person, entity, or party, including but not limited to the School District, CFD No. 2024-1, the Water District, and the Owner, shall be allowed to recover attorney's fees that are incurred to enforce or defend this Facilities Agreement.

Section 12. Severability. If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.

Section 13. Successors and Assigns. This Facilities Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 14. No Third Party Beneficiaries. Except as provided explicitly in this Facilities Agreement, no person or entity shall be deemed to be a third-party beneficiary hereof, and nothing in this Facilities Agreement (either express or implied) is intended to confer upon any person or entity other than the Water District, School District, CFD No. 2024-1 and Owner any rights, remedies, obligations or liabilities under or by reason of this Facilities Agreement. Owner expects to assign this Facilities Agreement, in whole or in part, to one or more merchant builders that acquires property within CFD No. 2024-1. This Facilities Agreement may be assigned by Owner to a third party upon the consent of Water District and School District, which consent shall not be unreasonably withheld or delayed.

Section 15. Counterparts. This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 16. Independent Contractor. In performing this Facilities Agreement, Owner is an independent contractor and not the agent of Water District, CFD No. 2024-1 or School District. Except as provided herein, Water District, CFD No. 2024-1 and School District shall have no responsibility for payment to any contractor or supplier of Owner. It is not intended by the parties that this Facilities Agreement create a partnership or joint venture among them and this Facilities Agreement shall not otherwise be construed.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Facilities Agreement as of the date first written above.

COLTON JOINT UNIFIED SCHOOL DISTRICT, a California public school district

By: _____

Name: _____
Dan Flores, President, Board of Education of the Colton Joint Unified School District

Approved as to Form:
Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Andreas Chialtas

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By: _____
John Thiel, General Manager

By: _____
Greg Young,
President of the Board of Directors

AVILA COLLECTION LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF WATER DISTRICT FACILITIES

Water District Fees¹

1.	Capacity Charges	\$521,386
2.	Installation Charges	\$18,264

Water District Acquisition Facilities

To be determined, if applicable.

¹ Amounts stated for each fee are as of the date of this Facilities Agreement. The amounts eligible to be financed shall be the amounts payable whenever payment is required pursuant to Water District policies.

EXHIBIT "B"

BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS

1. Bids shall be solicited by at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. Owner may also directly solicit bids.
2. The bidding response time shall be not less than ten (10) working days.
3. An authorized representative of Water District shall be provided a copy of the tabulation of bid results.
4. Contract(s) for the construction of the Water District Acquisition Facilities shall be awarded to the qualified bidder submitting the lowest responsible bid, as determined by Owner.
5. The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770,1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Water District Engineer, as required by Labor Code Section 1773.2.

EXHIBIT “C”

ACTUAL COSTS

The eligible costs for the Water District Acquisition Facilities shall include all of the actual costs and expenses, directly or indirectly related to the design, planning, engineering, construction, installation and testing of the Water District Acquisition Facilities (the “Actual Costs”). Actual Costs shall include without limitation, the following:

1. Costs for the construction of the Water District Acquisition Facilities, including, without limitation, costs incurred in the employment of licensed contractors to construct, install, complete and test the Water District Acquisition Facilities.
2. Allocated grading costs based upon the square footage of grading area for the Water District Acquisition Facilities and the grading of slope areas relating to the Water District Acquisition Facilities as a percentage of the total graded area under the applicable grading contract, if separable.
3. All permit fees, inspection fees and other fees actually charged by governmental agencies or other entities, including Water District, arising out of or in connection with the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities.
4. Costs of tests, inspections, studies, reports and surveys, including, without limitation, any environmental, archaeological, biological or cultural studies or any mitigation requirements that may be requested by federal, state or local agencies evaluations attributable to the Water District Acquisition Facilities.
5. Professional costs and fees associated with design, engineering, accounting, inspection, construction staking, materials testing, legal and accounting and other similar services.
6. Costs of labor and material payment bonds and contract performance and maintenance bonds.
7. Builder’s risk insurance, employer’s liability insurance and comprehensive liability insurance obtained with respect to the Water District Acquisition Facilities.
8. Costs of acquiring from unrelated third parties any fee or easement interest in real property or licenses or encroachment permits to install the Water District Acquisition Facilities, including, without limitation, temporary construction easements, haul road and maintenance easements, the cost to prepare surveys, deeds and easement documents, and professional and escrow fees.
9. Construction and project management and supervision not to exceed 5% of the costs of construction of the related Water District Acquisition Facilities.
10. Costs and expenses of Water District in connection with the performance of its obligations under this Facilities Agreement, including, but not limited to, (i) attorneys, accountants

and other professionals retained in connection with Water District's compliance with this Facilities Agreement or any matter related to the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities, and (ii) employee time to review the Plans and Specifications, inspect the construction and installation of the Water District Acquisition Facilities and process payment requests. All costs must be properly documented and reasonable to be reimbursed.

EXHIBIT “D-1”

FORM OF PAYMENT REQUEST

The undersigned hereby requests payment from the Acquisition and Construction Fund, or any applicable account or subaccount thereof, established by Community Facilities District No. 2024-1 of Colton Joint Unified School District (the “CFD”), an amount equal to \$_____ for the Water District Acquisition Facilities (as defined in the Joint Community Facilities Agreement by and among the Colton Joint Unified School District (“School District”), the CFD, West Valley Water District (“Water District”) and Avila Collection, LLC (“Owner”), dated _____, 2024 (the “Facilities Agreement”)), all as more fully described in Attachment 1 hereto. In connection with this Payment the undersigned hereby represents and warrants to Water District as follows:

1. I am the duly authorized officer or representative of the undersigned, qualified to execute this Payment Request for payment on behalf of the undersigned and is knowledgeable as to the matters set forth herein.

2. All costs of the Water District Acquisition Facilities for which payment is requested hereby are those Actual Costs (as described in Exhibit “C” to the Facilities Agreement) and have not been inflated in any respect. The Eligible Costs for which payment is requested have not been the subject of any prior disbursement request submitted to the CFD.

3. Supporting documentation (such as third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.

4. The Water District Acquisition Facilities for which payment is requested was/were constructed in accordance with the requirements of the Facilities Agreement.

5. The undersigned is in compliance with the terms and provisions of the Facilities Agreement and no portion of the amount being requested to be paid was previously paid.

6. The acquisition price for the Water District Acquisition Facilities (a detailed calculation of which is shown in Attachment 1 hereto) has been calculated in conformance with the terms of the Facilities Agreement.

7. The Water District Acquisition Facilities have been transferred to the Water District or provision for transfer has been made for ____.

8. All provisions of the Facilities Agreement have been complied with.

9. Please authorize payment of the acquisition price by the CFD to the following if other than the undersigned, in the amounts or percentages indicated:

[Insert names of payees and amounts or percentages]

I declare under penalty of perjury that the above representations and warranties are true and connect.

Date: _____

[OWNER]

By: _____

Name: _____

Title: _____

ACCEPTED AND APPROVED BY
WEST VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____

ATTACHMENT 1

**SUMMARY OF WATER DISTRICT ACQUISITION FACILITIES
TO BE ACQUIRED AS PART OF PAYMENT REQUEST**

Water District
Acquisition Facilities

Eligible Costs

Disbursement
Requested

[List here Water District Acquisition Facilities which payment is requested, and attach support documentation]

**EXHIBIT “D-2”
DISBURSEMENT REQUEST FORM
(Acquisition Facilities/Water District Fees)**

The Community Facilities District No. 2024-1 of the Colton Joint Unified School District (the “CFD”) is hereby requested to pay from the Acquisition and Construction Fund, or any applicable account or subaccount thereof, established by the CFD, the sum set forth below and as set forth in the attached payment request:

\$ _____ (the “Requested Amount”)

The undersigned certifies that the amount requested hereunder has been expended or encumbered for capital costs related to the construction and acquisition of the following [Water District Acquisition Facilities/Water District Fees]:

Water District Acquisition Facilities/Water District Fees	Disbursement Requested

The Requested Amount is due and payable and has not formed the basis of prior request or payment.

The Requested Amount is authorized and payable pursuant to the terms of the Joint Community Facilities Agreement by and among the Colton Joint Unified School District, the CFD, the West Valley Water District (“Water District”) and Avila Collection, LLC (“Owner”), dated _____, 2025 (the “Facilities Agreement”).

The Requested Amount shall be paid to the following Payee:

[Insert name and wire instruction for Payee]

Capitalized terms not defined herein shall have the meaning set forth in the Facilities Agreement.

OWNER

WEST VALLEY WATER DISTRICT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "E"

CFD BOUNDARY MAP

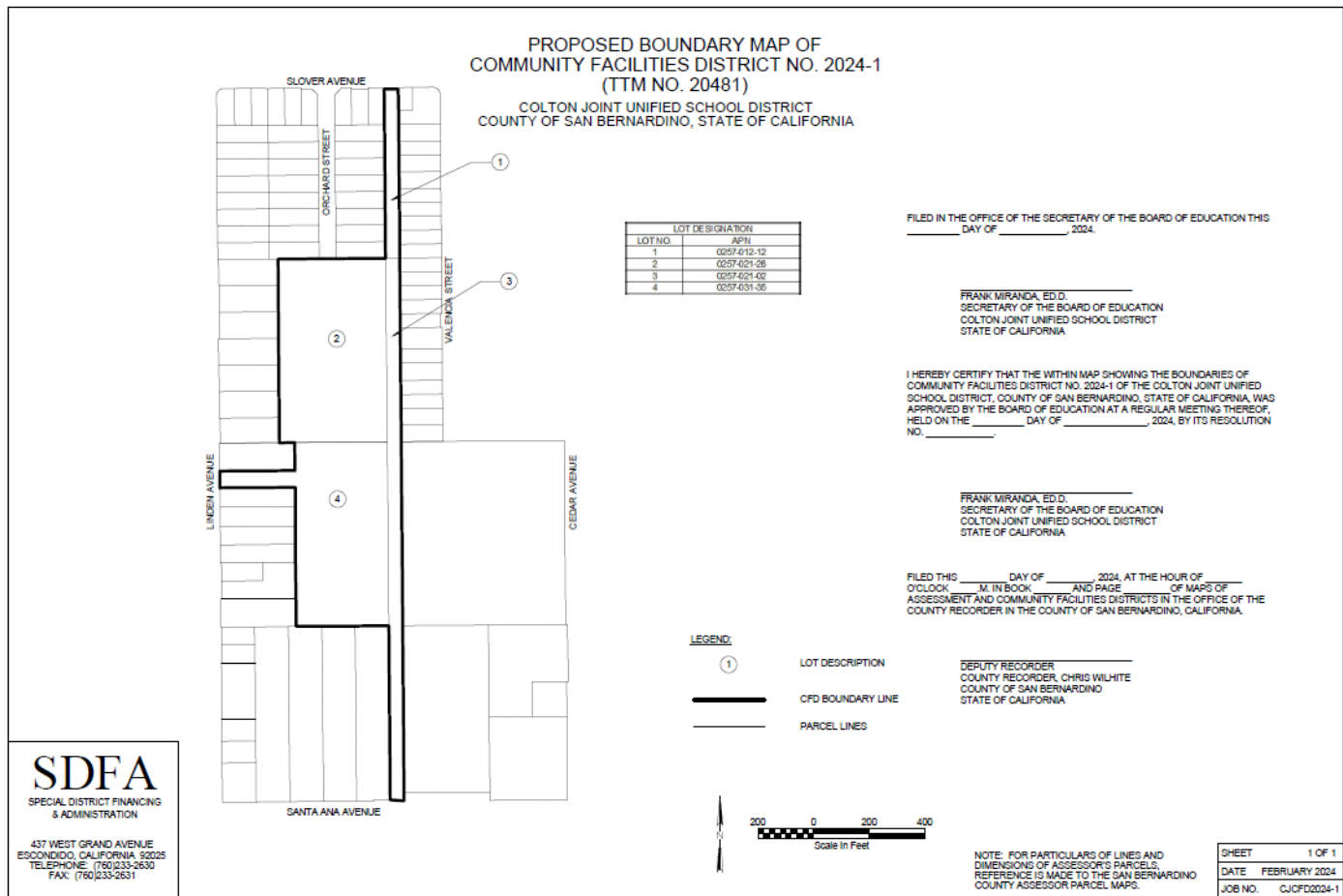


EXHIBIT C

RESOLUTION NO. 2025-XX
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST VALLEY WATER DISTRICT
ADOPTING A JOINT COMMUNITY FACILITIES AGREEMENT
WITH THE COLTON JOINT UNIFIED SCHOOL DISTRICT AND
COMMUNITY FACILITIES DISTRICT NO. 2024-1

WHEREAS, the Board of Education of the School District (the “School Board”) has completed proceedings under the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”) to form CFD No. 2024-1 to authorize the levy of special taxes (the “Special Taxes”) upon the land within CFD No. 2024-1 and to issue bonds (the “Bonds”) secured by the Special Taxes, the proceeds of which may be used to finance certain public facilities;

WHEREAS, the Owner is the owner of all of the real property within Tentative Tract Map No. 20481 (the “Property”) comprising the boundaries of CFD No. 2024-1;

WHEREAS, the public facilities proposed to be financed by CFD No. 2024-1 include certain facilities to be owned, operated and maintained by the Water District (the “Water District Facilities”), as well as facilities to be owned, operated or maintained by the School District (the “School District Facilities”);

WHEREAS, the Water District Facilities include (i) certain fees and charges included in the Water District’s capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the “Water District Fees”), which fees, as of the date of this Facilities Agreement, are estimated to total \$1,183,717; and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a “Water District Acquisition Facility,” and collectively, the “Water District Acquisition Facilities”);

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

WHEREAS, Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or resolution of issuance, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to CFD No. 2024-1 being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

WHEREAS, the School Board and the Board of Directors of the Water District (“Water Board”) intend to adopt such a resolution;

WHEREAS, subsection (e) of Section 53316.2 of the Act mandates the School District to have primary responsibility for formation of a community facilities district;

WHEREAS, the School District, the Water District and the Owner desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by CFD No. 2024-1;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Valley Water District as follows:

The Joint Community Facilities Agreement, presented at this meeting, is hereby approved and adopted.

ADOPTED, SIGNED, AND APPROVED THIS 3rd DAY OF APRIL, 2025.

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Greg Young,
President of the Board of Directors
of West Valley Water District

ATTEST:

Elvia Dominguez
Board Secretary



STAFF REPORT

DATE: April 3, 2025
TO: Board of Directors
FROM: Haydee Sainz, Human Resources & Risk Manager
SUBJECT: Support Nomination(s) for ACWA JPIA Executive Committee Election

STRATEGIC GOAL:

N/A

MEETING HISTORY:

02/13/25 Regular Board meeting

BACKGROUND:

There are nine members on the ACWA/JPIA Executive Committee. The members consist of eight members elected by the Board of Directors from its voting members as provided in the Bylaws. The ninth position is held by the Vice President of the Association of California Water Agencies, as an ex officio member of the Executive Committee.

The following is an overview of the nomination process. A district (that participates in all four of the JPIA's programs: Liability, Property, Workers' Compensation and Employee Benefits) may place into nomination its member of the Board of Directors of ACWA JPIA with the concurrence of three districts, then members of the ACWA JPIA, in addition to the nominating district.

Staff received requests from three regional agencies to present their requested support for the nomination for ACWA JPIA Executive Committee Election (See Exhibit A, B, & C for nomination information) to the Board of Directors. The requests were received from the following agencies:

- Board of Directors of the Cucamonga Valley Water District (CVWD) - nominee President Randall James Reed for the position of ACWA/JPIA Executive Committee (Exhibit A).
- Board of Directors of the San Bernardino Valley Water Conservation District (SBVWCD) - nominee President Melody McDonald for re-election to the ACWA/JPIA Executive Committee (Exhibit B).
- Board of Directors of San Bernardino Valley Municipal Water District (SBVMWD) - nominee President T. Milford Harrison for the position of ACWA/JPIA Executive Committee (Exhibit C).

Once the Board elects to support one or all of the nominees listed, staff will prepare and finalize the required resolution and submit to ACWA/JPIA no later than April 11, 2025.

DISCUSSION:

Staff recommends that the Board of Directors consider the nomination requests submitted by the three regional agencies for support of their nominee. The Board of Directors shall adopt a concurring resolution of nomination in support of their nominee. Exhibits A, B and C are the proposed resolutions that support the nomination for one or all of the nominees.

FISCAL IMPACT:

None

REQUESTED ACTION:

Approve a Resolution in support of the selected nominee(s) from those listed on the staff report for the ACWA JPIA Executive Committee.

Attachments

[Exhibit A Reed Resolution \(2\).pdf](#)

[Exhibit B McDonald Resolution \(2\).pdf](#)

[Exhibit C Harrison Resolution \(2\).pdf](#)

EXHIBIT A

RESOLUTION NO. 2025-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST VALLEY WATER DISTRICT

CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of ACWA/ JPIA that participates in three of the its Programs: Liability, Property, and Employee Benefits; and

WHEREAS, the Bylaws of ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's Executive Committee, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the CUCAMONGA VALLEY WATER DISTRICT (CVWD) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the Executive Committee of the JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the WEST VALLEY WATER DISTRICT that this district concur with the nomination of RANDALL JAMES REED OF CUCAMONGA VALLEY WATER DISTRICT (CVWD) to the Executive Committee of ACWA/JPIA for the election to be held at JPIA's Spring 2025 Conference.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this 3rd day of APRIL, 2025.

Greg Young, Board President

ATTEST:

Elvia Dominguez, Board Secretary

Haydee Sainz

From: Taya Victorino <tayav@cvwdwater.com> on behalf of John Bosler <JohnB@cvwdwater.com>
Sent: Wednesday, February 12, 2025 11:10 AM
To: Taya Victorino
Subject: Request for Support: Nomination of Randall Reed for ACWA/JPIA Executive Committee Re-Election
Attachments: Resolution No. 2025-2-1 Reed JPIA ExCo Nomination.pdf; Statement of Qualifications ACWA-JPIA 2025.pdf; Resolution_Concurring_Exco_2025.pdf

Some people who received this message don't often get email from johnb@cvwdwater.com. [Learn why this is important](#)

Dear Fellow ACWA/JPIA Member:

On February 11, 2025 the Cucamonga Valley Water District Board of Directors adopted Resolution No. 2025-2-1 nominating President Randall James Reed for the position of ACWA/JPIA Executive Committee. We are formally requesting your support of President Reed's nomination through the adoption of a concurring resolution from your agency. President Reed is well qualified to take on this leadership role in ACWA/JPIA as you will see in his attached statement of qualifications, and he is committed to continuing the great work of providing quality insurance and employee benefit services that ensure our agencies and ratepayers are receiving the most cost-effective service possible.

I have attached a sample concurring resolution in support of his nomination, as well as his candidate statement. The elections for ACWA/JPIA Executive Committee will be held this spring, and the deadline to submit nominations is April 12, 2025. Should you desire to adopt a resolution or if you have questions please contact our Executive Services Administrator/District Clerk, Taya Victorino at 909.987.2591 or tayav@cvwdwater.com.

Please send a certified copy of your resolution to:

ACWA/JPIA
Attention: Laura Baryak
ACWA JPIA
P.O. Box 619082
Roseville, CA 95661-9082
lbaryak@acwajpia.com

and **Cucamonga Valley Water District**
Attention: Taya Victorino
10440 Ashford Street
Rancho Cucamonga, CA 91730
tayav@cvwdwater.com

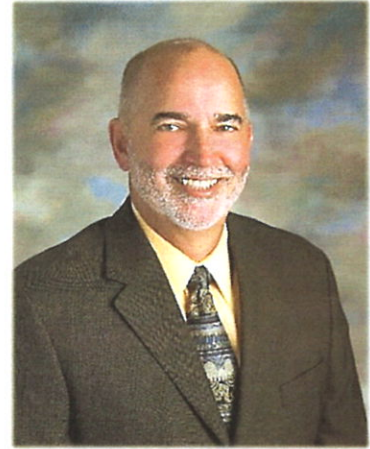
This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday, April 11, 2025.

Thank you in advance for your consideration.


John Bosler
General Manager/CEO

Randall James Reed
Statement of Qualifications
Association of California Water Agencies
Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee

I am pleased to share with you my interest in continuing my service on the Executive Committee for ACWA/JPIA. I am prepared and ready to help lead the organization as we continue to uphold ACWA/JPIA's mission "*to consistently and cost effectively provide the broadest possible affordable insurance coverage and related services to its member agencies.*"



My experience with ACWA/JPIA began over 5 years ago when I was appointed by the Cucamonga Valley Water District (CVWD) to serve as their ACWA/JPIA representative. In that same year I was elected to the Executive Committee to fill a vacancy and eagerly rose to the challenge. Now I am dedicated to ensuring the success of ACWA/JPIA. We provide a vital service to the water community and they provide a vital service to their communities. I know how important this organization is for the member agencies who depend on our success.

I have served on the CVWD board of directors for approximately 22 years, and currently serve as their President. At CVWD, we have taken full advantage of all the programs the ACWA/JPIA has to offer to ensure our employees are working in the safest environment possible. Our board of directors has also adopted a *Commitment to Excellence* pledge putting into place best management practices which bolsters our effectiveness for loss prevention and safety.

I currently serve on the board of the Association of San Bernardino County Special Districts. In my past roll as board president, I was focused on increasing my understanding of our members needs so that I may know how to better serve and lead the association. I will continue to use this same approach if re-elected to serve on the ACWA/JPIA Executive Committee.

Professionally, I am retired from a 32 year career in the wastewater management field as an electrical and instrumentation supervisor. I earned a Bachelor's degree in Information Management Systems from California State University San Bernardino and have been an active member in the Association of California Water Agencies, California Special Districts Association and the California Water Environment Association. I'm a proud veteran of the United States Marine Corp.

Thank you for allowing me to share my experience, leadership and knowledge. I look forward to the opportunity to represent you and your agency. Please feel free to contact me directly at (909) 240-1344 should you have questions or if you would like to support my candidacy.

Thank you in advance for your consideration,

A handwritten signature in blue ink that reads "Randall Reed". The signature is fluid and cursive, written in a professional style.

RESOLUTION NO. 2025-2-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CUCAMONGA VALLEY WATER DISTRICT NOMINATING ITS JPIA BOARD MEMBER
TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER
AGENCIES JOINT POWERS INSURANCE AUTHORITY ("JPIA")**

WHEREAS, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT that its member of the JPIA Board of Directors, **Randall James Reed**, be nominated as a candidate for the Executive Committee for the election to be held during the JPIA's spring 2025 Board of Directors' meeting.

BE IT FURTHER RESOLVED that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

APPROVED, ADOPTED AND SIGNED this 11th day of February 2025.

CUCAMONGA VALLEY WATER DISTRICT



Randall James Reed
President

ATTEST:



John Bosler
Secretary and General Manager/CEO

EXHIBIT B

RESOLUTION NO. 2025-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST VALLEY WATER DISTRICT

CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of ACWA/ JPIA that participates in three of the its Programs: Liability, Property, and Employee Benefits; and

WHEREAS, the Bylaws of ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's Executive Ccmmitee, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (SBVWCD) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the Executive Committee of the JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the WEST VALLEY WATER DISTRICT that this district concur with the nomination of MELODY MCDONALD of SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (SBVWCD) to the Executive Committee of ACWA/JPIA for the election to be held at JPIA's Spring 2025 Conference.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this 3rd day of APRIL, 2025.

Greg Young, Board President

ATTEST:

Elvia Dominguez, Board Secretary

Haydee Sainz

From: Allison Zecher <azecher@sbvwcd.org>
Sent: Monday, February 3, 2025 4:09 PM
To: Haydee Sainz
Subject: Request for Support: Nomination of Melody McDonald for ACWA JPIA Executive Committee Re-Election

You don't often get email from azecher@sbvwcd.org. [Learn why this is important](#)

West Valley Water District
Haydee Sainz
Alternate Director
855 W Baseline Rd
Rialto, CA 92376

February 3, 2025

Dear Haydee Sainz,

On behalf of the Board of Directors of the San Bernardino Valley Water Conservation District (SBVWCD), we are honored to nominate our President, Melody McDonald, for re-election to the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) Executive Committee. Enclosed, please find a certified copy of SBVWCD Resolution No. 626, formally supporting Mrs. McDonald's nomination.

For over three decades, Ms. McDonald has exemplified exceptional leadership, unwavering dedication to the water industry, and a steadfast commitment to risk management and training. Her unparalleled institutional knowledge and contributions to ACWA JPIA have earned her recognition as a cornerstone of its success.

Ms. McDonald's service to her community spans many critical aspects of the water sector:

- President, ACWA JPIA Board of Directors
- Member, ACWA JPIA Executive Committee (since 2001)
- Chair, ACWA JPIA Personnel Committee
- Director, ACWA JPIA (since 1991)
- President, San Bernardino Valley Water Conservation District
- Director, San Bernardino Valley Water Conservation District (since 1991)
- Member, ACWA State Legislative Committee
- Board Member, Association of San Bernardino County Special Districts

In addition to her ongoing roles, Ms. McDonald has previously served as Chair and Vice-Chair of the ACWA JPIA Liability, Property, and Workers Compensation Program committees. Notably, she spent eight years as Chair of the State of California Santa Ana Regional Water Quality Control Board under a gubernatorial appointment from 1993 to 2000.

With over 32 years of experience in the water industry, Ms. McDonald's leadership has guided ACWA JPIA's remarkable growth, now managing assets exceeding \$244 million. In 2024, JPIA conducted 207 training classes and equipped more than 4,400 employees with essential skills to mitigate risks. Her guiding philosophy, "The best claim is the one that never

happened,” underscores her commitment to proactive risk management and loss prevention—key drivers of ACWA JPIA’s success.

We respectfully request that your organization adopt a concurring resolution of nomination in support of Ms. McDonald. A sample resolution is enclosed for your convenience or can be accessed at ACWA JPIA [Election Page](#). Given the time-sensitive nature of this request, we kindly ask that it be included on your next Board meeting agenda.

Thank you for your consideration and support of Ms. McDonald’s candidacy. Should you have any questions or need additional information, please feel free to contact me at 909-793-2503 or bmiller@sbvwcd.org.

Please send a certified copy of your resolution to:

ACWA/JPIA
Attention: Laura Baryak
ACWA JPIA
P.O. Box 619082
Roseville, CA 95661-9082
lbaryak@acwajpia.com

and

**San Bernardino Valley Water
Conservation District**
Attention: Allison Zecher
1630 W. Redlands Blvd. Suite A
Redlands, CA 92374
azecher@sbvwcd.org

This resolution must be received by ACWA/JPIA no later than 4:30 pm Friday, April 11, 2025.

Sincerely,

Betsy Miller
General Manager

Enclosures:

1. SBVWCD Resolution No. 626
2. Statement of Qualifications
3. Sample Concurring Resolution



Melody.sbvwd@gmail.com

**Melody
Henriques-McDonald**

P.O. BOX 830
HIGHLAND, CA 92346

*(909) 793-2503 District
(909) 499-5175 cell
(909) 867-9821 fax*

Like @ <https://www.facebook.com/Melody4Water>

Candidate for:

**ACWA JPIA
EXECUTIVE COMMITTEE**
(Incumbent, seeking re-election)



Melody & Board receiving, District of Distinction Award, the highest governance and best practices accreditation possible.

Kathleen Tiegs, former Special Districts Board Member & ACWA President presenting. 2017

ASSOCIATIONS

Member, Board of Directors of the San Bernardino Valley Water Conservation District (Elected), Currently President, originally appointed in 1991, and first woman on the board.

Member, Executive Committee ACWA/JPIA since 2001

President, ACWA/JPIA BOD, Chair Executive Committee

Chair, Personnel Committee

Director, ACWA/Joint Powers Insurance Authority since 1991

Member ACWA State Legislative Committee

Board Member, Association of the San Bernardino County Special Districts

Over 32 + Years, Experience in the Water Industry includes:

Past Member, (CWA) California Women for Agriculture

Past Member, ACWA Water Management Committee

Past Member, ACWA Federal Affairs Committee

Past Chair & Vice-Chair, JPIA Liability, Property, & Workers Compensation Programs

Past Member, Board of Directors ACWA, Region 9 Chair

Past Chair, Water Management Certification Subcommittee

Chair, California Water Quality Control Board, Santa Ana Region 8
Years of service, Gubernatorial Appointment 1993-2000

CURRENT EMPLOYMENT

Southwest Lift & Equipment, Inc. (Heavy Duty Vehicle Lifts)
Broker/Associate, Century 21 Lois Lauer Realty

PROFESSIONAL ASSOCIATIONS & LICENSES

Redlands Association of Realtors
California Real Estate Broker's License
Arizona Real Estate Broker's License

ORGANIZATIONS AND SOCIETIES

Highland Chamber of Commerce
San Bernardino Chamber of Commerce
Immanuel Baptist Church Highland, CA
BSF International

EDUCATION

San Geronio High School, 1976
Western Real Estate School, 1989
Graduate, Special Districts Board Management Institute, 1997
Studied at Crafton Hills College

RESOLUTION NO. 626

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
NOMINATING ITS ACWA/JPIA BOARD
MEMBER TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("ACWA/JPIA")**

WHEREAS, this District is a member district of the ACWA/JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

WHEREAS, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's Executive Committee, the member district must place into nomination its member of the ACWA/JPIA Board of Directors for such open position; and

WHEREAS, President McDonald has served District and the ACWA/JPIA Executive Committee for many years and brings leadership experience and perspective.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Water Conservation District that its member of the ACWA/JPIA Board of Directors, Melody McDonald, be nominated as a candidate for the Executive Committee for the election to be held at JPIA's Spring 2025 Conference.

BE IT FURTHER RESOLVED that the ACWA/JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA/JPIA at P.O. Box 619082, Roseville, California 95661-9082, forthwith.

ADOPTED this 13th day of November 2024.



Vice President, Board of Directors

ATTEST:


Secretary

EXHIBIT C

RESOLUTION NO. 2025-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST VALLEY WATER DISTRICT

CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of ACWA/ JPIA that participates in three of the its Programs: Liability, Property, and Employee Benefits; and

WHEREAS, the Bylaws of ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's Executive Committee, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (SBVMWD) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the Executive Committee of the JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the WEST VALLEY WATER DISTRICT that this district concur with the nomination of T. MILFORD HARRISON OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (SBVMWD) to the Executive Committee of ACWA/JPIA for the election to be held at JPIA's Spring 2025 Conference.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this 3rd day of APRIL, 2025.

Greg Young, Board President

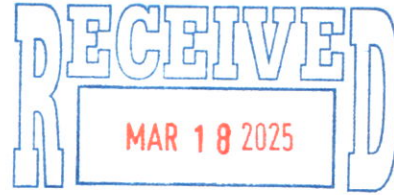
ATTEST:

Elvia Dominguez, Board Secretary



March 13, 2025

Gregory Young, President
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376



Sent via email: gyoung@wwwd.org
edominguez@wwwd.org

By: ED

RE: Nomination of T. Milford Harrison for ACWA JPIA Executive Committee

Dear Gregory,

The Board of Directors of the San Bernardino Valley Municipal Water District has nominated President T. Milford Harrison to be considered for the ACWA JPIA Executive Committee. Enclosed is a certified copy of Resolution No. 1190 nominating Mr. T. Milford Harrison to be considered for ACWA JPIA Executive Committee.

Beyond his technical expertise, Milford has demonstrated the ability to bring together stakeholders to develop solutions that benefit our region. His leadership in educating the public and our communities has brought about transparency regarding the importance of a reliable future water supply for California.

The District respectfully requests your organization consider adopting a concurring resolution of nomination in support of Mr. Harrison. Enclosed is a sample concurring resolution for your consideration in support of his nomination or it can be found at <https://www.acwajpia.com/election/>. Since time is of the essence, and this will require Board action, please include this on your agenda for your next Board meeting. Please send a certified copy to:

Laura Baryak
ACWA JPIA
P. O. Box 619082
Roseville, CA 95661-9082

and

Jose Macedo
380 East Vanderbilt Way
San Bernardino, CA 92408

This resolution must be received by ACWA JPIA no later than Saturday, April 12, 2025.

Very Respectfully,

Heather Dyer, MS, MBA
Chief Executive Officer/General Manager

Please consider the following request:

Nine years ago, I had was given the privilege of joining the Board of the San Bernardino Valley Conservation District alongside Melody McDonald. In a very short time, I began to learn about the incredible benefits provided to the various Districts who had joined ACWA-JPIA. The advantages offered by JPIA became even clearer as my experience and knowledge of the organization increased.

Several years later I was elected to the Board of the San Bernardino Valley Municipal Water District, a State Water Contractor, and became President. I quickly learned that my new District only carried Workers' Comp coverage from JPIA. Based on my previous experience in the insurance business, and as a Mayor, Chief of Staff for two County Supervisors and Executive Director of San Bernardino International Airport I could clearly see the advantages that JPIA offered our water district.

Once I was able to convince our Administration and Board of these advantages, we turned to ACWA-JPIA for all our insurance needs, and we have reaped the benefits ever since! Peter Kuchinsky and his associates came to our District office and went through every aspect of our operation. They made many suggestions and as a result we made many changes. One major change was to eliminate the multi-million-dollar fund being held for our liability self-insurance! We subsequently used that fund to further enhance water storage and delivery.

I believe that my experience in water delivery and operations plus my insurance responsibilities in various government positions, has helped me acquire the knowledge and background necessary to serve on the ACWA-JPIA Executive Committee. I have actively served as a JPIA Director or Alternate for nine years and have been a diligent supporter and promoter of the organization as well as its California Water Insurance Fund. I have also served on various ACWA Committees during this time.

It would be an honor and privilege to have the support, by resolution, of your District and your vote at the ACWA-JPIA Conference in May.

Thank you,

T. Milford Harrison

RESOLUTION NO. 1190

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT NOMINATING ITS JPIA BOARD MEMBER T. MILFORD HARRISON TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and


WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Municipal Water District that its member of the JPIA Board of Directors, T.Milford Harrison be nominated as a candidate for the Executive Committee for the election to be held during the JPIA's Spring 2025 Board of Directors' meeting.

BE IT FURTHER RESOLVED that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this 11th day of March, 2025.



T. Milford Harrison, President

ATTEST:



Heather Dyer, Secretary



STAFF REPORT

DATE: April 3, 2025
TO: Board of Directors
FROM: Gustavo Gutierrez, Finance Manager
SUBJECT: Rate Study Update

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship

C. Prioritize Long-Term Financial Stability

MEETING HISTORY:

01/30/2025 Rate Study Workshop

BACKGROUND:

On January 30, 2025, the Board was presented an informational item as the first workshop with an overview of the Rate Study (2025 Study) conducted by Raftelis. During the workshop the Board directed staff to include additional items as part of the Rate Study.

DISCUSSION:

This informational item and presentation has been prepared to provide an interim progress report and schedule update of the 2025 Rate Study. Staff met with Raftelis on March 20, 2025, to go over the additional requests that the Board directed staff to include in the Rate Study. Below are some of the additional items that will be considered as part of the Rate Study planning process:

- Pass Through Costs (such as electrical and water conservation)
- Modifications to Grant Revenue projections
- Possible Increase of Full Time Positions over time
- Possibility of Additional Debt Financing
- Updating the 10 Year CIP Plan
- Planning for improving or replacing the Headquarters Facility
- Including the Budget Fiscal Year 2025-26

Staff is coordinating the next phase which includes:

- Completing an update of the 10-year CIP which involves internal meetings with Departments for input. These meetings will be coordinated within the next two weeks.
- Coordinating with our Prop 218 Outreach Consultant, JPW. We have a proposed schedule and survey coming to the Board for review and comment.

Meetings will be conducted over the next few weeks on these items. Staff recommends scheduling a second Board Workshop in May to review the updated rate study.

FISCAL IMPACT:

Funding for the item is provided for in the Budget for Fiscal Year 2024-25.

REQUESTED ACTION:

Direct staff and schedule a second Board Workshop.



STAFF REPORT

DATE: April 3, 2025
TO: Board of Directors
FROM: Rocky Welborn, Director of Engineering
SUBJECT: Consider an Amendment to a Professional Services Agreement to Complete the Rialto Basin Groundwater Management Plan

STRATEGIC GOAL:

Manage and Deliver a Safe, Reliable, and Sustainable Water Supply

D. Fortify a Resilient Water Supply

MEETING HISTORY:

03.27.2025 Engineering, Operation and Planning Committee Meeting

BACKGROUND:

Pursuant to the Settlement Agreement in the lawsuit against Fontana Union Water Company (FUWC) et al by the San Bernardino Valley Municipal Water District, City of Rialto, City of Colton, and West Valley Water District (District), the latter three entities and Fontana Union Water Company are required to form what is known as the Rialto Basin Groundwater Council (RBGC) to promote sustainable Groundwater management, including developing a groundwater management plan (GWMP).

The GWMP will provide important insight into how to optimally manage the basin and to preserve groundwater as an important local and reliable water supply source. It will implement a coordinated strategy of extraction and recharge activities so ground water levels in the Rialto Basin can be sustainably managed without overdraft conditions occurring and will address improving and mitigating low groundwater levels and other impacts.

In December of 2021, the District entered into a Professional Services Agreement (PSA) with Stetson Engineers to perform the technical analysis and collaboration required for the development of the Groundwater Management Plan.

DISCUSSION:

During the analysis and coordination efforts performed by Stetson a potential solution of importing water for recharge was identified, which requires more extensive modeling of the Basin to evaluate basin-wide impacts.

Stetson Engineers have proposed to provide the additional services for a fee of \$89,000, the proposed scope of work would include the following tasks:

- Performing three (3) hydraulic model runs to identify and refine the impacts of imported recharge water,
- Incorporating the results of the hydraulic model runs into the Groundwater Management Plan, and
- General project management, coordination and administrative activities.

The agreement term of the original PSA with Stetson has expired, requiring a new PSA and Task Order to perform the proposed additional work. Attached to this Staff Report as **Exhibit A** is the proposed PSA and Task Order, which includes the Stetson Proposal.

The proposed fee would be partially reimbursed by the other entities of the RBGC and managed by the District in a similar agreement as the first PSA. The District would be responsible for the accounting and revenue collection, securing the funding from the RBGC entities, and administering the contract with Stetson Engineers to complete the Rialto Basin Groundwater Management Plan.

FISCAL IMPACT:

The District's costs share will be up to 25% of the \$89,000 total task order costs, which equals \$22,250.

REQUESTED ACTION:

Staff forwards a recommendation to the Board of Directors to:

1. Authorize entering into a Professional Services Agreement with Stetson Engineers following acceptance by other RBGC entities.
2. Authorize the General Manager to execute all necessary documents related to the agreement with Stetson and RBGC entities to complete the Rialto Basin Groundwater Management Plan.

Attachments

[Exhibit A - Professional Services Agreement and Task Order No. 1 - Stetson Engineers Inc.pdf](#)

Exhibit A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

STETSON ENGINEERS INC.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this _____ day of March, 2025 (“Effective Date”) is by and between West Valley Water District (“District”) and STETSON ENGINEERS INC. (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the District’s General Manager or Assistant General Manager, or their designee, (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.
- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 2.4** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force

Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

Section 3. Additional Services and Changes in Services

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
 - (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;

(c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and

(d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order and maintain all required licenses during the performance of such Task Order.

4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

5.1 In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.

5.2 Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.

5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement and the Task Order. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.

5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance (“Insurance”) as required under Exhibit “C” attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant’s own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, “Project Documents”) prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District’s prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant’s Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or

records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.

- 8.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in

any manner officials, officers, employees or agents of District.

- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws and California Labor Code.

- 10.1** Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole

responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.

12.4 Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

13.1 Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the sole negligence or intentional acts of District or its Representatives (as solely defined below).

13.2 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the services covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the services provided under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives ; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the sole negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the Claim and charge all of the direct or incidental costs of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly

or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

13.3 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C." All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which said approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession, including, but not limited to, Project Documents must be returned to District immediately. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said termination.
- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

Section 17. Notices.

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
 855 West Base Line Road
 P. O. Box 920
 Rialto, CA 92377
 Attention: General Manager
 (Tel.) 909-875-1804

To Consultant: Stetson Engineers Inc.
 Attention: Stephen B. Johnson, P.E.
 Address: 861 Village Oaks Drive, Suite 100
 Covina, CA 91724
 (626) 967-6202

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

*Mail: West Valley Water District
Accounts Payable
P.O. Box 190
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement and all attachments contain the entire, complete, final and exclusive agreement and understanding of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile

transmission. Such facsimile signature will have the same effect as an original signature.

- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

18.11 Cooperation. Consultant shall cooperate in the performance of work with District and all other agents.

18.12 Time of Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

18.13 Counterparts. This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE WEST VALLEY WATER DISTRICT
AND STETSON ENGINEERS INC.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Gregory Young, President

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

CONSULTANT:

STETSON ENGINEERS INC.

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

SAMPLE

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this _____ day of _____, 2023 by and between West Valley Water District, a public agency of the State of California (“District”) and _____ (“Consultant”).

RECITALS

- A. On or about _____, 2023 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit “1” attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit “2” attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit “2,” unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit “1” in accordance with the schedule set forth in Exhibit “3” attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

John Thiel, General Manager

CONSULTANT:

Vendor Name Here _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1
SCOPE OF SERVICES

SAMPLE

EXHIBIT "2"

TO

TASK ORDER NO. 1

COMPENSATION

SAMPLE

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

SAMPLE

EXHIBIT B

KEY PERSONNEL

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Stephen B. Johnson, P.E.
Corporate President/CEO

EXHIBIT C
INSURANCE

INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

TASK ORDER NO. 1

Development of the Rialto Basin Groundwater Management Plan

This Task Order ("Task Order") is executed this _____ day of March, 2025 by and between West Valley Water District, a public agency of the State of California ("District") and Stetson Engineers Inc. ("Consultant").

RECITALS

- A. On or about _____, 2025 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services provided by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement and this Task Order, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Gregory Young, President

By _____
John Thiel, General Manager

By _____
Elvia Dominguez, Board Secretary

CONSULTANT:

STETSON ENGINEERS INC.

By _____

Name _____

Its _____

EXHIBIT "1"

TO

TASK ORDER NO. 1

SCOPE OF SERVICES

The purpose of the scope of services is to outline the tasks that are necessary to complete the Development of the Rialto Basin Groundwater Management Plan for West Valley Water District (District) per the attached proposal letter dated November 8, 2024.



2822

November 08, 2024

West Valley Water District
855 W Baseline Road
Rialto, CA 92376

Subject: Addendum No. 1 for Development of the Rialto Basin Groundwater Management Plan

Dear Ms. Jadeski,

Stetson Engineers Inc. (Stetson) is requesting additional budget for additional groundwater modeling and for completion Rialto Basin Groundwater Management Plan (GWMP). Greater effort than anticipated was required to evaluate the two available groundwater models for the Basin and select the one suitable for the development of the Rialto Basin Groundwater Management Plan (GWMP) as well as the more extensive modeling of the Basin that was necessary to evaluate basin-wide impacts of the recharge of imported water. Unanticipated additional evaluation of the basin was also required to analyze the lack of increasing groundwater levels seen following the very wet year of 2023. Additionally, Stetson is requesting an extension to the Term of Agreement.

Stetson would like to request additional budget for the following tasks:

1. Modeling Rialto-Colton Basin Stabilization: The Rialto-Colton Technical Advisory Committee (TAC) requested that additional modeling be done to determine the volume of imported water required to stabilize the basin. Stetson will use an iterative modeling approach to assess the volume of water required to stabilize the basin.

Each iterative run will require a budget of \$5,000. The total budget for three iterative runs is **\$15,000**, which includes costs for model pre- and post-processing, figure and table preparation, and materials for meetings.



Ms. Linda Jadeski
November 08, 2024
Page 2

2. Completion of Groundwater Management Plan Development: Development of the GWMP has been underway and Stetson has presented several management options for the TAC to review. At the direction of the TAC, Stetson reviewed Spring 2023 groundwater level data before recommending a management option. Stetson has evaluated potential future Basin conditions under various pumping scenarios, attended various TAC and committee meetings, and has drafted up portions of the GWMP. Stetson will continue to develop the GWMP and produce a complete draft GWMP for the TAC to review. The GWMP will be finalized after incorporating comments from the TAC.

The estimated additional budget for completion of the development of the Rialto-Colton Basin Groundwater Management Plan is approximately **\$62,000**.

3. Project Management, Coordination, and Meetings for Extended Project Duration: Stetson's original scope of work was authorized on December 16, 2021, and was based on a project duration of 16 months. Stetson anticipates an additional 9 months for the completion of Tasks 1 and 2 above.

Stetson will perform project management duties for the development of the Groundwater Management Plan including, but not limited to, monthly invoicing and reporting, file maintenance, critical path scheduling and correspondence and coordination with staff and RBGC TAC representatives. Additionally, Stetson will attend as-needed virtual meetings with the RBGC TAC for coordination on management tools and modeling results, discussion of technical challenges that may arise during preparation of the Groundwater Management Plan, and discussion of comments upon review of the draft Groundwater Management Plan, before finalizing the report.

It is estimated that additional project management, coordination, and meeting participation will require a budget of **\$12,000**.

The total additional budget requested for items 1 through 3 above is **\$89,000**. The original Agreement had a term of Agreement which renewed for no more than two additional years after a period of one year commencing from the Effective Date of December 16, 2021. The end of term of Agreement will be December 16, 2024. Stetson recommends an extension to the term of Agreement of an additional 1 year to complete the Groundwater Management



STETSON ENGINEERS INC.

Ms. Linda Jadeski
November 08, 2024
Page 3

Plan and to provide support, if needed, following completion of the Plan. Please let us know if you have any questions or would like to further discuss this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. B. Johnson', with a large, stylized flourish at the end.

Stephen B. Johnson, P.E.
Corporate President/CEO
Stetson Engineers Inc.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

TASK	DESCRIPTION	COST
1	Modeling Rialto-Colton Basin Stabilization	\$15,000.00
2	Completion of Groundwater Management Plan Development	\$62,000.00
3	Project Management, Coordination, and Meeting for Extended Project Duration	\$12,000.00
	GRANT TOTAL:	\$89,000.00

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Schedule to be determined by District staff.