



**SPECIAL NOTICE REGARDING
CORONAVIRUS DISEASE 2019 (COVID-19)
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

BOARD OF DIRECTORS WORKSHOP - ENGINEERING
TUESDAY, MAY 10, 2022 – 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the May 10, 2022, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

Dial-in Info: (877) 853 5247 US Toll-free
Meeting ID: 753 841 573
PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/753841573>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, May 9, 2022. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

BOARD OF DIRECTORS WORKSHOP - ENGINEERING

AGENDA

2:00 PM Tuesday, May 10, 2022

CALL TO ORDER

Chairperson: Director Harrison

Vice-Chair: Director Hayes

1) INTRODUCTIONS

2) PUBLIC COMMENT

Any person may address the Board on matters within its jurisdiction.

3) SUMMARY OF PREVIOUS MEETING

3.1 Board of Directors Workshop - Engineering - April 12, 2022(Page 3)
[Summary Notes BOD Workshop - Engineering 041222](#)

4) DISCUSSION ITEMS

4.1 Consider In-Person meetings or alternatively Resolution No. 1150 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period May 10, 2022, through June 8, 2022(Page 9)
[Staff Memo - Consider In-Person meetings or alternatively Resolution No. 1150 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period May 10, 2022, through June 8, 2022](#)
[Resolution No. 1150](#)

4.2 Consider the District's Watershed Connect Phase 1 Long Range Financial Plan and the Resolution Authorizing Submission of WIFIA Loan Application(Page 14)
[Staff Memo - Consider the District's Watershed Connect Phase 1 Long Range Financial Plan and the Resolution Authorizing Submission of WIFIA Loan Application](#)
[Draft Resolution and Installment Purchase Agreement](#)
[WIFIA Financial Proforma Presentation](#)

- 4.3 Consider a Proposed 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand(Page 71)
Staff Memo - Consider a Proposed 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand
- 4.4 Consider First Amendment of Easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland(Page 74)
Staff Memo - Consider First Amendment of Easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland
Parcel Map for APN 1210-101-38
Existing Easement
Proposed Precise Grading Plan and Building Pad Layouts
First Amendment of Easement

5) **FUTURE BUSINESS**

6) **ADJOURNMENT**

PLEASE NOTE:

Materials 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 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



DATE: May 10, 2022
TO: Board of Directors Workshop – Engineering
FROM: Staff
SUBJECT: Summary of April 12, 2022, Board of Directors Workshop – Engineering

The Engineering Workshop convened on April 12, 2022, via video teleconference. Director Harrison chaired the meeting.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer / General Manager
Wen Huang, PE, MS -- Deputy General Manager / Chief Engineer
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board
Cindy Saks, CPA – Deputy General Manager / Chief Financial Officer
Bob Tincher, PE, MS – Deputy General Manager / Chief Water Resources Officer
Melissa Zoba, MBA, MPA – Chief Information Officer

Anthony Flordelis – Business Systems Analyst
Matthew E. Howard, MS – Water Resources Senior Planner
Adekunle Ojo, MPA – Water Resources Manager
Shavonne Turner, MPA – Water Conservation Program Manager

Laura Torres – SBVMWD Intern, Water Resources Dept.

Members of the Public Present:

Chris Mann, Yucaipa Valley Water District
Melody McDonald, San Bernardino Valley Water Conservation District

1. Introductions

Chair Harrison invited introductions. There were none.

2. Public Comment

Chair Harrison invited public comment. There was none.

3. Summary of Previous Meeting

The meeting notes from the March 8, 2022, Board of Directors Workshop - Engineering were accepted with no corrections.

4.1 Consider the selection of Geoscience, Inc. and cost share to prepare the Conjunctive Use Project Plan as part of the Three-Party Agreement between the San Gorgonio Pass Water Agency, Yucaipa Valley Water District, and Valley District.

Chief Executive Officer / General Manager Heather Dyer introduced the item, followed by Water Resources Manager Adekunle Ojo who explained this project has the potential to help store up to 40,000 acre-feet (af) of water in the San Bernardino Basin (conjunctive use). The purpose of this item is to hire a consultant to prepare the project plan, and to do all the modeling required to submit the project to the Basin Technical Advisory Committee and the Watermaster. This effort is consistent with the Strategic Plan and provides a science-based and cost-effective solution to water supply, he said.

This project is not optional, Mr. Ojo continued. In order to use the Basin to store water for the future, there must be a Conjunctive Use Project Plan. A Request for Proposals (RFP) was issued in December 2021, and two were received and evaluated by Valley District, Yucaipa Valley Water District (YVWD), and San Gorgonio Pass Water Agency (SGPWA). Geoscience was regarded as the most qualified and their cost proposal is approximately \$10,000 lower, he noted.

Staff recommends a three-way cost-sharing arrangement with partners, consistent with prior efforts, Mr. Ojo said. The other agencies will be taking this to their boards for respective approvals. If the contract is awarded, Valley District will manage it on behalf of, and will be reimbursed by, the two partners, he explained.

Director Harrison noted it is nice to see this coming together after much work. Vice President Hayes asked for some clarification on the benefit to be received. Ms. Dyer answered it will provide storage in the San Bernardino Basin.

President Kielhold asked about the capability of staff to perform this type of work. Ms. Dyer said she believes this work is specific to a complex model. Deputy General Manager / Chief

Water Resources Officer Bob Tincher added that a challenge in conjunctive use of the Basin is that it can become full and cause high groundwater, which can spill over the fault that holds it back. One of the issues to be investigated with this project is how often that might occur during the life of the project. The Basin Technical Advisory Committee (BTAC), which represents the pumpers, will have to consider the impacts of the storage, and will need answers in order to approve the plan. None of the three agencies now have storage in the Basin, he noted.

In response to Director Harrison, Mr. Tincher noted that YVWD brought the partners together to solve problems. Both YVWD and SGPWA believe having additional storage will be helpful, and already have identified a supply via the Nickel Water purchase, he explained.

Director Botello indicated the additional context and tie-in with the Strategic Plan is helpful. He noted that he appreciates that water is being put into the Basin.

Ms. Melody McDonald of the San Bernardino Valley Water Conservation District commented this is a good project. She said her understanding is the Basin is still in overdraft and there is lots of storage capacity. Mr. Tincher confirmed there is open space, and said it is hoped that it will fill back up. The question is the impact of additional water coming in, and the benefits and risks need to be considered together, reaching agreement on how it will work once the water is stored in the Basin, he noted.

The project is to create a plan / proposal to be able to work out all the details and memorialize the agreements, Mr. Tincher stated. He reminded that next will be the same type of agreement for the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).

Ms. McDonald further commented that modeling in the Basin has been done for quite some time, and recharging water in the east end makes its way down. More water is needed in storage, and this project is going through the BTAC and the Integrated Plan, she noted. She pointed to the defensible Basin management plan which will avoid a return to the situation of high groundwater.

Director Longville asked if the facilitation services of Tim Moore are concluded or if it is anticipated he will be needed on retainer for further issues. Mr. Tincher indicated that Mr. Moore has done his part and the agreement based on the terms that he helped the parties negotiate is ready for signature as soon as YVWD and SGPWA feel ready to move forward. The other parties intend to move forward but they felt the plan would be helpful to have when talking to their boards.

Action Item(s): The Board voted to move this item forward for consideration to a regular Board of Directors meeting by the following roll-call vote:

	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Longville, Kielhold
NOES:	None
ABSTAIN:	None
ABSENT:	None

4.2 Consider Three-Year Fixed Pricing Contract Terms for EarthTec Product with Earth Science Laboratories (ESL).

Director Harrison noted this has been successful and it is nice to see this moving forward without having to pay more.

Deputy General Manager / Chief Engineer Wen Huang explained that this EarthTec product has been used for several years. He reminded the Board about the noticeable algae growth in District reservoirs and recharge basins in 2018 due to sunlight, drought, warmer conditions, and nutrients. The algae is harmful to the environment, animal health, and human health, he stated. If left untreated, it can potentially cause taste and odor problems in the drinking water system.

Mr. Huang provided background on the assessment, choice, application, and effectiveness of the EarthTec treatment product. He addressed product cost and advised the previous vendor no longer carried the product. Direct delivery from the manufacturer in Utah at \$18.00 per gallon (guaranteed for the three-year contract) is available but freight charges may vary, he explained. The ESL contract requires order of one load per year. The cost will be shared by the SGPWA, Mr. Huang noted.

In response to Director Harrison, Mr. Huang advised this would correct problems at the reservoirs at Yucaipa Park. If the situation worsens, Operations staff will coordinate with the park to apply the product directly to the reservoir.

President Kielhold added that even after being filtered and blended, the affected water still had a strong odor. The improvement was noticeable, he said. Mr. Huang noted that ever since this system has been used, retail agencies have provided positive comments.

Director Longville pointed to warming temperatures and said she anticipates there will be increased algae growth around the world. She recalled asking if this had ever been seen before, and the answer was “Not like this.”

In response to Director Harrison, Mr. Huang noted the two injector locations seem to be working well. Staff makes adjustments as needed, he explained, and when there is precursor of this happening at the Citrus Hills or Crafton Hills reservoirs, the dosing of the line is increased. In the future, if a problem is identified, a third injection location may be needed, he said.

Director Botello recalled discussion of the algae while on his tour of District facilities. He acknowledged the importance of the process and noted staff is on top of this.

Action Item(s): The Board voted to move this item forward for consideration to a regular Board of Directors meeting by the following roll-call vote:

	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Longville, Kielhold
NOES:	None
ABSTAIN:	None
ABSENT:	None

5. Future Business

- Update on participation with IE Works

Action Item(s): The Board voted to add these items to a future agenda by the following roll-call vote:

MOVED: Longville	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Longville, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

- Update on the schedule of the Habitat Conservation Plan
- Update on the County agreement
- Anticipated schedule for the Headwaters Partnership

Action Item(s): The Board voted to add these items to a future agenda by the following roll-call vote:

MOVED: Kielhold	SECONDED: Hayes	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Longville, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

6. Adjournment.

Chair Harrison adjourned the meeting at 2:46 p.m.

Staff Recommendation

Receive and file.



DATE: May 10, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager

SUBJECT: Consider In-Person meetings or alternatively Resolution No. 1150 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period May 10, 2022, through June 8, 2022

STAFF RECOMENDATION

Receive feedback from legal counsel and determine if the Board would like to return to in-person meetings in the month of May. If the Board decides to continue with virtual meetings, consider adoption of Resolution No. 1150 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period May 10, 2022, through June 8, 2022.

BACKGROUND

During the February 15, 2022, regular Board meeting, the Board of Directors requested a future agenda item discussing returning to in-person or hybrid meetings.

Based on the current COVID-19 conditions, legal counsel will provide feedback on various options for in person, hybrid, or remote meetings and the specific requirements for each option.

On March 17, 2020, due to the COVID-19 global pandemic emergency, Governor Newsom issued Executive Order N-29-20, which allowed local agencies to hold meetings via teleconferences and to make meetings accessible electronically without violating the open meetings laws in the Brown Act by relaxing the teleconferencing rules.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which replaced the text in Executive Order N-29-20. Executive Order N-08-21 stated the relaxed Brown Act provisions shall apply through September 30, 2021.

Assembly Bill No. 361 provides additional flexibility for local agencies looking to meet remotely in order to continue providing the public with essential services during a proclaimed state of emergency. The goal of Assembly Bill No. 361 is “to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.”

Assembly Bill No. 361 allows a local agency to use teleconferencing without complying with certain Brown Act provisions in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Assembly Bill No. 361 went into effect on October 1, 2021. A local agency is authorized to use teleconferencing without complying with the teleconferencing requirements in the Brown Act when meetings are held during a declared state of emergency until January 1, 2024. In order to do so, the local agency must adopt a Resolution making the following findings by majority vote every 30 days:

1. The legislative body has considered the circumstances of the state-of-emergency; and
2. Any of the following circumstances exist:
 - a. The state-of-emergency continues to directly impact the ability of the members to meet safely in person; or
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

FISCAL IMPACT

None

ATTACHMENT

Resolution No. 1150

RESOLUTION NO. 1150

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR THE PERIOD MAY 10, 2022, THROUGH JUNE 8, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the San Bernardino Valley Municipal Water District (District) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the San Bernardino Valley Municipal Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov't Code § 54950 *et seq.*), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the state of emergency continues to directly impact the ability of the members to meet safely in person; and

WHEREAS, such conditions now exist in the District, specifically, a state of emergency has been proclaimed due to an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, the San Bernardino County Department of Health has recommended measures to promote social distancing; and

WHEREAS, the Board of Directors has determined that the state of emergency continues to directly impact the ability of the members to meet safely in person; and

WHEREAS, the Board of Directors does hereby find that the current state of emergency with respect to COVID-19, local official recommendations to promote social distancing, and conditions causing imminent risk to the health and safety of attendees have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of San Bernardino Valley Municipal Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District and declares that meeting in person would not comply with local official recommendations to promote social distancing and would present imminent risk to the health and safety of attendees.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of the San Bernardino Valley Municipal Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect on May 10, 2022 and shall be effective until the earlier of (a) June 8, 2022, or (b) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the San Bernardino Valley Municipal Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED this 10th day of May, 2022.

Paul Kielhold
Chair

Heather P. Dyer
Secretary



DATE: May 10, 2022

TO: Board of Directors' - Engineering

FROM: Heather Dyer, CEO/General Manager
Cindy Saks, Chief Financial Officer/Deputy General Manager
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider the District's Watershed Connect Phase 1 Long Range Financial Plan and the Resolution Authorizing Submission of WIFIA Loan Application

Staff Recommendation

That the Board review the District's Watershed Connect Phase 1 Financial Analysis and Draft Loan Application Resolution, and direct staff to place the Resolution on the May 17th regular Board meeting agenda.

Summary

At the May 17, 2022 regular Board of Directors meeting, staff will be recommending the authorization of the inclusion of information with respect to Valley District in a Water Infrastructure Financing and Innovation Act (WIFIA) loan application, approval of an Installment Purchase Agreement, and authorizing certain other matters in connection therewith. For the Board's consideration today are the underlying financial analysis and draft documents to authorize Valley District to proceed with the loan application to the U.S. Environmental Protection Agency ("EPA") through the Upper Santa Ana River Watershed Infrastructure Financing Authority. The target date for the submission of the loan application is on or before May 31, 2022.

Valley District's is seeking to implement 11 projects totaling \$231.5 million under Watershed Connect Phase 1 through a combination of cash, loans, grants, and partners funding. Valley District's current plan is to fund 27% of total amount (\$61.8 million) through this WIFIA loan application. The loan proceeds will partially fund two of the largest projects in Phase 1, namely Enhanced Recharge and Stormwater Capture (\$66.5 million) and the Santa Ana River Sustainable Parks and Tributaries Water Reuse (\$27.7 million). At the May 10th workshop, staff from Fieldman Rolapp, Valley District's financial advisor will present their long-range financial analysis which

demonstrates that the District can afford this loan amount and can afford to seek this favorable loan for a future Phase 2.

Background

In May 2021, the Valley District Board of Directors authorized staff to lead the region in creating the Watershed Connect Program in order to submit a WIFIA Letter of Interest (“LOI”) to the EPA by the deadline of July 23, 2021. The Board, on July 20, 2021, authorized joining the Upper Santa Ana River Watershed Infrastructure Financing Authority (“Authority”), a joint powers authority that manages the Watershed Connect Program. The goal of the Authority is to assist its member agencies in issuing revenue bonds and other financial obligations from time-to-time to finance water and related infrastructure. The current members of the Authority are City of San Bernardino Water Department, San Bernardino Valley Water Conservation District, Valley District, and Yucaipa Valley Water District (“YVWD”); Riverside Public Utilities (“RPU”) and Western Municipal Water District (“Western”) are expected to join soon. The Authority submitted the LOI to the EPA and was invited to submit a loan application by the EPA on December 3, 2021.

Two (2) Authority Members – Valley District and YVWD are participating in this first loan review process immediately, with the possibility of RPU joining the authority and loan application by late summer. Western Municipal Water District will consider joining the authority on May 18th, 2022, and they will be contributing cash towards the loan matching funds for their share of our joint projects. Each agency, as an obligor, will pay its loan payment to the Authority, which in turn will pay the EPA pursuant to installment purchase agreements. The Authority’s combined loan is expected to be \$191.5 million, with Valley District’s portion of the loan being \$61.8 million or 32% of the total loan. If the District receives budget earmarks or state funding, Valley District may choose to reduce its WIFIA loan amount.

District Strategic Plan Application

Watershed Connect demonstrates the District’s mission, vision, values and strategies of working collaboratively to provide reliable and sustainable water supply, a healthy watershed, being innovative and driven, building trust by being a collaborative and resourceful partner, and maximizing the value of the region’s water assets just to name a few key applications.

Fiscal Impact

The fiscal impact of proceeding with the loan application will be presented at the workshop. Valley District will be responsible for paying a portion of the loan application fee, and the resolution authorize a not-to-exceed amount of \$100,000.

Attachments

- 1) Draft Resolution and Installment Purchase Agreement
- 2) WIFIA Financial Proforma Presentation

RESOLUTION NO. ____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

**A RESOLUTION OF THE BOARD OF DIRECTORS
AUTHORIZING THE INCLUSION OF INFORMATION WITH
RESPECT TO VALLEY DISTRICT IN A WIFIA LOAN
APPLICATION, APPROVING AN INSTALLMENT
PURCHASE AGREEMENT, AND AUTHORIZING CERTAIN
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, San Bernardino Valley Municipal Water District (“Valley District”), Yucaipa Valley Water District (“YVWD”) and certain other public agencies (“Additional Members”) have created and established the Upper Santa Ana River Watershed Infrastructure Financing Authority (the “Authority”) to assist Valley District, YVWD and Additional Members in issuing revenue bonds or incurring other financial obligations from time-to-time; and

WHEREAS, the Authority previously submitted to the United States Environmental Protection Agency (the “EPA”) a letter of interest dated July 23, 2021 for a loan from the EPA under the Water Infrastructure Finance and Innovation Act (“WIFIA”); and

WHEREAS, on December 3, 2021, the Authority was invited by the EPA to submit an application for a loan under the WIFIA program (a “WIFIA Loan”); and

WHEREAS, Valley District desires to assist the Authority in connection with the preparation of an application for such WIFIA Loan (the “Application”); and

WHEREAS, the Application will include the form of Installment Purchase Agreement between Valley District and the Authority; and

WHEREAS, Valley District has been requested to pay a portion of an application fee to the Authority as a part of the Application (the “Application Fee”); and

WHEREAS, the Board of Directors of Valley District (the “Board”) has reviewed the proposed Installment Purchase Agreement and the provisions of the California Environmental Quality Act (“CEQA”) and has considered whether any direct or indirect physical changes to the environment will result from submitting the form of such Installment Purchase Agreement to the EPA and has considered whether taking such action may possibly have a significant effect on the environment.

NOW, THEREFORE, the Board of Directors of the San Bernardino Valley Municipal Water District hereby finds, determines, declares and resolves as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The form of the Installment Purchase Agreement between the Authority and Valley District attached hereto as Exhibit A is hereby approved. The President or the Vice President of Valley District (each an “Authorized Officer”), acting singly, are each hereby authorized to submit the form of the Installment Purchase Agreement to the EPA substantially in the approved form in

connection with the submission of the Application, with such changes, insertions and omissions as may be recommended by General Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), said submission being conclusive evidence of such approval.

SECTION 3. The General Manager is hereby authorized and directed to provide the Authority with all necessary information with respect to Valley District for purposes of completing the Application. The General Manager is also authorized and directed to review the final Application, provide any changes or modifications to the final Application and to approve such final Application for submission to EPA.

SECTION 4. The Chief Financial Officer/Deputy General Manager is hereby authorized and directed to pay Valley District’s portion of the application fee to the Authority in an amount not to exceed \$100,000.

SECTION 5. The Board hereby authorizes (1) the execution of the final Application by an Authorized Officer, (2) the approval of the form of the Installment Purchase Agreement between Valley District and the Authority for the purpose of submission to the EPA in connection with the Application, (3) the submission of the information to the Authority with respect to Valley District for inclusion in the Application to the EPA, (4) the payment of Valley District’s portion of the application fee by the Chief Financial Officer/Deputy General Manager to the Authority, and (5) all steps that are reasonably convenient or necessary to submit the Application, do not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of Valley District that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed actions in question may have a significant effect on the environment, and thus the proposed actions are not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

SECTION 6. The President, the Vice-President, the General Manager and any other proper officer of Valley District, acting singly, are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Application or Installment Purchase Agreement.

SECTION 7. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Installment Purchase Agreement unless the context otherwise clearly requires.

SECTION 8. This resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Directors via teleconference, this 17th day of May 2022.

AYES:

NOES:

ABSENT:

President
Paul R. Kielhold

ATTEST:

Secretary
Heather P. Dyer

EXHIBIT A

INSTALLEMENT PURCHASE AGREEMENT

BETWEEN

THE UPPER SANTA ANA WATERSHED INFRASTRUCTURE FINANCING AUTHORITY

AND

THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

INSTALLMENT PURCHASE AGREEMENT

by and between

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

and

**UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING
AUTHORITY**

Dated _____, 2022

Relating to

\$ _____

**UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING
AUTHORITY
WIFIA LOAN AGREEMENT**

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INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, is entered into and dated as of ____ 1, 2022, by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district that is duly organized and existing under and by virtue of the laws of the State of California (the “**District**”), and UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the “**Authority**”).

RECITALS

A. The District proposes to acquire and construct certain improvements, betterments, renovations and expansions of facilities within its System, as described in Exhibit A (the “WIFIA Project”).

[If a joint project of two members] [The Districts propose to acquire and construct certain improvements, betterments, renovations and expansions of facilities within its System, as described in Exhibit A (the “WIFIA Project”).]

B. The Authority has agreed to assist the District[s] in financing a portion of the WIFIA Project on the terms and conditions that are set forth herein.

C. The Authority is authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including but not limited to Section 6540 *et seq.*, to finance the acquisition and construction of property for its members.

D. The District is authorized by Division 20 of the Water Code of the State of California, including but not limited to Section 71690 and 71691, to acquire and construct facilities such as the WIFIA Project for its System.

E. The Authority, the District[s] and the United States Environmental Protection Agency, acting by and through the Administrator of the Environmental Protection Agency (the “Authority Lender”), have entered into a WIFIA Loan Agreement dated ____, 2022 (the “WIFIA Loan Agreement”), secured, inter alia, by the payments to be made by the District to the Authority under this Installment Purchase Agreement, to finance such portion of the WIFIA Project.

F. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms that are defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document that is mentioned herein or therein have the meanings that are defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms that are defined herein. All capitalized terms that are used herein and not defined herein shall have the meanings that are ascribed thereto in the WIFIA Loan Agreement.

Accountant's Report

The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Acquisition Fund

The term "Acquisition Fund" means the fund by that name established by the District pursuant to Section 3.04.

Authority

The term "Authority" means Upper Santa Ana River Watershed Infrastructure Financing Authority, a joint exercise of powers agency that is duly organized pursuant to the JPA Agreement and existing under and by virtue of the laws of the State of California, including the successors thereto.

Authority Lender

The term "Authority Lender" has the meaning provided in RECITAL E herein.

Bonds

The term "Bonds" means all revenue bonds or notes of the District that are authorized, executed, issued and delivered by the District, the principal of and interest on which are payable from Net Revenues on a parity with the WIFIA Installment Payments and which are secured by a pledge of and lien on Revenues as described in Section 5.01 hereof.

Contracts

The term "Contracts" means all contracts of the District authorized and executed by the District, the scheduled payments under which are payable from Net Revenues on a parity with the WIFIA Installment Payments and which are secured by a pledge and lien on Revenues as described in Section 5.01 hereof; including but not limited to the 2011 Installment Purchase Agreement, but excluding contracts entered into for operation and maintenance of the System.

Debt Service

The term “Debt Service” means, for any period of calculation, the sum of:

(i) the interest accruing during such period on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(ii) those portions of the principal amount of all outstanding serial Bonds maturing in such period (but excluding Excluded Principal);

(iii) those portions of the principal amount of all outstanding term Bonds required to be paid in such period (but excluding Excluded Principal); and

(iv) those portions of the Contracts that are required to be paid during such period, (except to the extent that the interest that is evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program and excluding Excluded Principal);

but less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds established for Bonds or Contracts;

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be a fixed rate equal to the higher of: (1) the then current variable interest rate borne by such Bonds or Contract plus 1%; and (2) the highest variable rate borne over the preceding 3 months by outstanding variable rate debt issued by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index that is comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof which bear no interest but which are sold at a discount and which discount accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and, to the extent that the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in descending order, until such amount is exhausted.

District

The term “District” means the San Bernardino Valley Municipal Water District, a municipal water district that is duly organized and existing under and by virtue of the Law.

Event of Default

The term “Event of Default” means an event that is described in Section 8.01.

Excluded Principal

The term “Excluded Principal” means each payment of principal of any Bond or Contract for which there is on file with the Authority Lender (i) a certificate of an Independent Municipal Consultant to the effect that such Bond or Contract is commercial paper or otherwise of a short term or revolving nature and has a maturity of less than 60 months and (ii) a certificate of the Manager to the effect that the District intends to pay such principal from the proceeds of Bonds or Contracts, Subordinate Debt or other bonds, notes or other obligations of the District. No such determination shall affect the security for such Bonds or Contracts or the obligation of the District to pay such Bonds or Contracts from Net Revenues.

Fiscal Year

The term “Fiscal Year” means the period from July 1 of each year through June 30 of the following year, or any other twelve-month period that is selected and designated as the official Fiscal Year of the District.

Generally Accepted Accounting Principles

The term “Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

Independent Certified Public Accountant

The term “Independent Certified Public Accountant” means any firm of certified public accountants that is appointed by the District, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Municipal Consultant

The term “Independent Municipal Consultant” means a municipal advisor or firm of such municipal advisors appointed by the District, and who, or each of whom: (1) is in fact independent and

not under domination of the District; (2) does not have any substantial interest, direct or indirect, with the District; (3) is not connected with the District as an officer or employee thereof, but who may be regularly retained to make reports thereto; and (4) is registered as a “municipal advisor,” as defined in Section 15B of the Securities Exchange Act of 1934, as amended.

Installment Payment Date

The term “Installment Payment Date” means any date on which Installment Payments are scheduled to be paid by the District under and pursuant to any Contract.

Installment Payments

The term “Installment Payments” means the Installment Payments of interest and principal scheduled to be paid by the District under and pursuant to the Contracts.

JPA Agreement

The term “JPA Agreement” means the Joint Exercise of Powers Agreement, dated July 20, 2021, by and among the District and the other parties thereto, pursuant to which the Authority is established, as such JPA Agreement may be amended and supplemented from time-to-time in accordance therewith.

Law

The term “Law” means the Municipal Water District Act, of the State of California (being Division 20 of the Water Code of the State of California, as amended) and all laws amendatory thereof or supplemental thereto.

Manager

The term “Manager” means the General Manager of the District, or any other person that is designated by the General Manager to act on behalf of the General Manager.

Net Proceeds

The term “Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

Net Revenues

The term “Net Revenues” means, for any Fiscal Year or other period, the Revenues for such Fiscal Year or other period, as the case may be, less the Operation and Maintenance Costs for such Fiscal Year or other period, as the case may be.

Operation and Maintenance Costs

The term “Operation and Maintenance Costs” means: (i) costs spent or incurred for maintenance and operation of the System calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and

repair and other expenses that are necessary to maintain and preserve the System in good repair and working order, and including administrative costs of the District that are charged directly or apportioned to the System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the District or charges (other than Debt Service) required to be paid by it to comply with the terms of this Installment Purchase Agreement or any Contract or of any resolution or indenture authorizing the issuance of any Bonds or of such Bonds (ii) all costs of water provided or otherwise acquired for delivery by the System (including any interim or renewed arrangement therefor), including both fixed and variable components thereof including but not limited to payments under the Water Supply Contracts; *but excluding* in all cases (w) depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar or non-cash nature, (x) all capital charges, (y) any State Water Project costs paid from taxes described in clause (2) in the definition of Revenues or from sources other than Revenues, and (z) all amounts allocable to the District under the JPA Agreement for capital costs thereof, including principal and interest on any bonds, notes or other evidence of indebtedness of the Authority.

Project

The term “Project” means acquisition of land, additions, betterments, extensions or improvements to the District’s facilities designated by the Board of Directors of the District as a Project, the acquisition and construction of which is to be paid for by the proceeds of any Contracts or Bonds.

Purchase Price

The term “Purchase Price” means the principal amount plus interest thereon owed by the District to the Authority under the terms hereof as provided in Section 4.01.

Rate Stabilization Fund

The term “Rate Stabilization Fund” means the fund by that name that is continued pursuant to Section 5.06.

Revenue Fund

The term “Revenue Fund” means the fund by that name that is continued pursuant to Section 5.02.

Revenues

The term “Revenues” means all income, rents, rates, fees, charges and other moneys derived by the District from the ownership or operation of the System on or after the date hereof, including, without limiting the generality of the foregoing:

(a) all income, rents, rates, fees, charges and other moneys derived by the District from the sale, furnishing and supplying of the water or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the System, including but not limited to income received from retail water agencies under take-or-pay contracts for water produced by the Project;

(b) all proceeds of the County of San Bernardino and County of Riverside 1% *ad valorem* property tax allocated to and received by the District, including all proceeds of the unitary tax received by the District;

(c) pass-through payments from redevelopment or successor agencies pursuant to the Health and Safety Code of the State;

(d) all other income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys received by the District; and

(e) the earnings on and income derived from the investment of amounts described in clauses (a) – (d) above and from District unrestricted reserves;

but excluding:

(I) customers’ deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the District; and

(II) any proceeds of taxes or assessments levied by the District to pay the Water Supply Contract and any other bonds, notes, contracts or obligations hereafter issued or executed.

“Revenues” also include all amounts transferred from the Rate Stabilization Fund to the Revenue Fund in accordance with Section 5.06. “Revenues” do not include any amounts transferred from the Revenue Fund to the Rate Stabilization Fund during any Fiscal Year in accordance with Section 5.02(c).

Service

The term “Service” means the water service that is made available or provided by the District, including wholesale water sales to retail water providers.

Subordinate Debt

The term “Subordinate Debt” means all revenue bonds or notes of the District the payments on which are payable subordinate to Debt Service and all contracts of the District the payments under which are payable subordinate to Debt Service as set forth in Section 5.02(c) hereof.

Subordinate Debt Service

The term “Subordinate Debt Service” means debt service on Subordinate Debt calculated in accordance with the definition of Debt Service with respect to Contracts and Bonds.

System

The term “System” means the whole and each and every part of the water system of the District, including all real property and buildings, including the portion thereof existing on the date hereof, and including the WIFIA Project and all additions, betterments, extensions and improvements to such System or any part thereof hereafter acquired or constructed.

Treasurer

The term “Treasurer” means the Chief Financial Officer/Deputy General Manager of the District or the successor thereto.

2011 Installment Purchase Agreement

The term “2011 Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of June 1, 2011, by and between the District and the San Bernardino Valley Municipal Water District Financing Corporation, as originally executed and as it may be amended or supplemented in accordance with the terms thereof.

Unencumbered Fund Balance

The term “Unencumbered Fund Balance” means, for any Fiscal Year, the balance of Net Revenues remaining on deposit in the _____ Fund and any rate stabilization fund related to the water system established by the District as of the last day of such Fiscal Year, as shown on the books of the District, which may be lawfully used to pay the WIFIA Installment Payments. The amount of the Unencumbered Fund Balance as of the last day of the Fiscal Year does not include any funds which the District determines will be required for the payment of the WIFIA Installment Payments or the payment of any Bonds or Contracts during the next six months.

Water Supply Contract

The term “Water Supply Contract” means the Water Supply Contract between the State of California Department of Water Resources and the District, as amended to the date hereof and as may be amended or extended from time to time in accordance therewith and including an interim or renewal arrangement with respect thereto.

WIFIA Amount

The term “WIFIA Amount” means the amount equal to the total disbursements of the WIFIA Loan with respect to the District’s WIFIA Project under the WIFIA Loan Agreement.

WIFIA Debt Service Account

The term “WIFIA Debt Service Account” means the account by that name created and maintained by the District in accordance with Section 5.07 hereof and the WIFIA Loan Agreement.

WIFIA Installment Payment Date

The term “WIFIA Installment Payment Date” means _____, 20__ and the last day of each _____ and the last day of each _____ thereafter.

WIFIA Installment Payments

The term “WIFIA Installment Payments” means the Installment Payments scheduled to be paid by the District under and pursuant to this Installment Purchase Agreement.

WIFIA Installment Purchase Agreement

The term “WIFIA Installment Purchase Agreement” means this Installment Purchase Agreement, by and between the District and the Authority, dated _____, 2022, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

WIFIA Loan Agreement

The term “WIFIA Loan Agreement” has the meaning provided in RECITAL E herein.

WIFIA Project

The term “WIFIA Project” means the additions, betterments, extensions and improvements to System facilities included within the description as the “Project” in the WIFIA Loan Agreement, as such WIFIA Project may be modified in accordance with any modification to the definition of “Project” in the WIFIA Loan Agreement.

WIFIA-Financed Portion of the WIFIA Project

The term “WIFIA-Financed Portion of the WIFIA Project” means the portion of the WIFIA Project financed by the Authority from the proceeds of the WIFIA Loan allocated to the District, which portion shall be not more than 49% of the Eligible Project Costs of the WIFIA Project.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations by the District. The District makes the following representations:

- (a) The District is a municipal district that is duly organized and existing under and pursuant to the laws of the State of California.
- (b) The District has full legal right, power and authority to enter into this Installment Purchase Agreement, carry out its obligations hereunder and carry out and consummate all other transactions that are contemplated by this Installment Purchase Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.
- (c) By proper action, the District has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.
- (d) The District has determined that it is necessary and proper for District uses and purposes within the terms of the Law that the District acquire and construct the WIFIA-Financed Portion of the WIFIA Project in the manner that is provided for in this Installment Purchase Agreement in order to provide essential services and facilities to persons residing in the District.

Section 2.02. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers agency that is duly organized under the JPA Agreement and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions that are contemplated by this Installment Purchase Agreement and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Agreement.

(b) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

ARTICLE III

THE WIFIA PROJECT

Section 3.01. Acquisition and Construction of the WIFIA Project. The Authority hereby agrees to cause the WIFIA Project and any additions or modifications thereto to be constructed, acquired and installed by the District as its agent. The District shall enter into contracts and provide for, as agent for the Authority, the complete design, construction, acquisition and installation of the WIFIA Project in accordance with the WIFIA Loan Agreement and all applicable laws.

The District hereby agrees that it will cause the construction, acquisition and installation of the WIFIA Project to be diligently performed. The District agrees to deposit the WIFIA Amount (or the relevant portion thereof) (other than any funds to be applied to the prepayment or redemption of any interim financing with respect to the WIFIA-Financed Portion of the WIFIA Project) into the Acquisition Fund, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, and that it will use its best efforts to cause the construction, acquisition and installation of the WIFIA Project to be substantially completed by _____, 202_, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any cost of the WIFIA Project and that all such costs and expenses (including the cost of the WIFIA Project not paid from the WIFIA Amount) shall be paid by the District.

Section 3.02. Purchase of WIFIA-Financed Portion of the WIFIA Project. In consideration for the WIFIA Installment Payments, the Authority agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Authority, the WIFIA-Financed Portion of the WIFIA Project at the purchase price that is specified in Section 4.01 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.03. Title. Each component of the WIFIA Project shall vest in the District immediately upon acquisition or construction thereof. Such vesting shall occur without further action by the Authority or the District, and the Authority shall, if requested by the District or if necessary, to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

Section 3.04. Acquisition Fund. The District shall establish, maintain and hold in trust a separate fund designated as the "Acquisition Fund." The moneys in the Acquisition Fund shall be held by the District in trust and applied by the Treasurer of the District to the payment of the costs of acquisition and construction of the WIFIA-Financed Portion of the WIFIA Project and of expenses incidental thereto.

Before any payment is made from the Acquisition Fund by the Treasurer, the Manager of the District, acting as agent of the Authority, shall cause to be filed with the Treasurer a certificate of the District and the Authority in the form set forth in Exhibit B to this Installment Purchase Agreement.

Upon receipt of each such certificate, the Treasurer will pay the amount that is set forth in such certificate as directed by the terms thereof or disburse funds to the District for such payment as directed by the District in such certificate. The Treasurer need not make any such payment if it has received notice of any lien, right to lien, attachment upon or claim affecting the right to receive payment of any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the WIFIA-Financed Portion of the WIFIA Project shall have been constructed and acquired in accordance with this Installment Purchase Agreement, a statement of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Treasurer and the Authority Lender by the Manager of the District. Upon the receipt of such statement, the Treasurer shall transfer any remaining balance in the Acquisition Fund which is not needed for Acquisition Fund purposes (but less the amount of any such retention, which amount shall be certified to the Treasurer by the Manager of the District) to the Authority Lender for deposit in the WIFIA Debt Service Account.

ARTICLE IV

INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price to be paid by the District hereunder to the Authority is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit A.

(c) The interest to accrue on the unpaid principal amount of the Purchase Price shall be equal to the interest payable with respect to the principal portion of the WIFIA Loan allocable to the WIFIA-Financed Portion of the WIFIA Project as provided in the WIFIA Loan Agreement, and shall be paid by the District as and constitute interest paid on the principal amount of the District's obligations hereunder, as set forth in Exhibit A hereto.

(d) The Authority and the District acknowledge and agree that the WIFIA Installment Payments set forth in Exhibit A hereto are initially equal to the payments of principal and interest set forth on the Loan Amortization Schedule in [Exhibit F (WIFIA Debt Service)] to the WIFIA Loan Agreement allocable to the WIFIA-Financed Portion of the WIFIA Project in all respects, other than with respect to the relevant payment dates. The Authority and the District agree that (i) upon any modification to [Exhibit F (WIFIA Debt Service)] to the WIFIA Loan Agreement, Exhibit A hereto shall be deemed modified mutatis mutandis, (ii) the District will provide to the Authority a revised Exhibit A which the Authority and the District agree will replace the then current Exhibit A (such replacement being a ministerial act and not an amendment or supplement to this Installment Purchase Agreement), (iii) no modification to Exhibit A hereto shall otherwise be made without the consent of the Authority Lender, and (iv) the District's failure to provide or delay in providing the Authority with such revised Exhibit A shall not affect the modifications deemed to be made thereto or the obligation of the District to make the WIFIA Installment Payments as so modified.

Section 4.02. WIFIA Installment Payments. The District shall, subject to its rights of prepayment provided in Article VII, pay the Authority the Purchase Price in installment payments of interest and principal in the amounts and on the WIFIA Installment Payment Dates as set forth in Exhibit A.

Each WIFIA Installment Payment shall be paid to the Authority in lawful money of the United States of America. In the event that the District fails to make any of the payments which are required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid, and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the WIFIA Installment Payments if paid in accordance with their terms.

The obligation of the District to make the WIFIA Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full, the District will not discontinue or suspend any WIFIA Installment Payment which is required to be made by it under this section when due, whether or not the System or any part thereof is operating or operable or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the WIFIA Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.01. Pledge of Revenues. The Revenues, and all amounts that are on deposit in the Revenue Fund, including amounts that are transferred from the Rate Stabilization Fund to the Revenue Fund as described in Section 5.06, are irrevocably pledged to the payment of the WIFIA Installment Payments. Except for the payment of the Operation and Maintenance Costs, the Revenues shall not be

used for any other purpose while any of the WIFIA Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge shall constitute a first lien on Revenues and the Revenue Fund for the payment of the WIFIA Installment Payments and all other Contracts and Bonds in accordance with the terms hereof.

The Acquisition Fund and all amounts that are on deposit in the Acquisition Fund and the WIFIA Debt Service Fund and all amounts on deposit in the WIFIA Debt Service Fund, are irrevocably pledged to the payment of the WIFIA Installment Payments. This pledge shall constitute a first and exclusive lien on the Acquisition Fund and the Debt Service Fund for the payments of the WIFIA Installment Payments.

Section 5.02. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in a special fund designated as the "Revenue Fund," which fund has been established and is hereby continued and which fund the District agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments or Bonds remain unpaid. Moneys in the Revenue Fund shall be used and applied by the District as provided in this Installment Purchase Agreement.

The District shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts which are reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as they become due and payable. All remaining moneys in the Revenue Fund shall be set aside by the District at the following times in the following respective special funds in the following order of priority, and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section:

(a) Bonds and Contracts. The District shall, from the moneys in the Revenue Fund, transfer to the WIFIA Debt Service Fund and to the applicable trustee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Debt Service in accordance with the provisions of the Contract, Bond, resolution or indenture relating thereto. The District shall also, from the moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of the Contract, Bond, resolution or indenture relating thereto.

(b) Reserve Funds. On or before each WIFIA Installment Payment Date, the District shall, from remaining moneys in the Revenue Fund, thereafter, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for deposit to any reserve fund or account for Bonds or Contracts an amount that is equal to the amount required to be deposited therein.

(c) Surplus. Moneys on deposit in the Revenue Fund which are not necessary to make any of the payments which are required above may be expended by the District at any time for any purpose permitted by law, including but not limited to payment of Subordinate Debt, or deposited in the Rate Stabilization Fund.

Section 5.03. Additional Contracts and Bonds. The District may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided that:

(a) The Net Revenues for the last audited Fiscal Year of the District, or for any consecutive twelve calendar month period during the eighteen calendar month period preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred twenty five percent (125%) of the Debt Service for such Fiscal Year or other twelve month period; and

(b) The Net Revenues for the last audited Fiscal Year of the District, or for any consecutive twelve calendar month period during the eighteen calendar month period preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year or other twelve month period, to increases or decreases in rates and charges with respect, or applicable, to the System approved and in effect as of the date of calculation, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred twenty five percent (125%) of the Debt Service for such Fiscal Year or other twelve month period, plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year or other twelve month period, assuming that such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year or other twelve month period, plus the Debt Service which would have accrued had such proposed additional Contract been executed or proposed additional Bonds been issued at the beginning of such Fiscal Year or other twelve month period.

For purposes of this Section 5.03, the amount of Net Revenues may be increased (in an amount not exceeding 25% of Debt Service payable in the applicable Fiscal Year) by the amount of the Unencumbered Fund Balance as of the last day of the immediately preceding Fiscal Year.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund Bonds or prepay Contracts may be delivered without satisfying the conditions set forth above if Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than 110% of the Debt Service which would have been payable in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts.

Section 5.04. Subordinate Debt. The District may at any time execute or issue any Subordinate Debt in accordance herewith; provided that:

(a) The Net Revenues remaining after payment of Debt Service on Bonds and Contracts for the last audited Fiscal Year of the District, or any consecutive twelve calendar month period during the eighteen calendar month period preceding the date of issuance or execution of such Subordinate Debt, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred ten percent (110%) of the Subordinate Debt Service for such Fiscal Year or other twelve month period.

(b) The Net Revenues remaining after payment of Debt Service on Bonds and Contracts for the last audited Fiscal Year of the District, or any consecutive twelve calendar month period during the eighteen calendar month period preceding the issuance or the execution of such Subordinate Debt, including adjustments to give effect as of the first day of such Fiscal Year or other twelve month period to increases or decreases in rates and charges with respect, or applicable, to the System approved and in effect as of the date of calculation, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Municipal Consultant on file with the District, shall have produced a sum equal to at least one hundred ten percent (110%) of the Subordinate Debt Service for such Fiscal Year or other twelve month period, plus the Subordinate Debt Service which would have accrued on any Subordinate Debt issued since the end of such Fiscal Year or other twelve month period, assuming that such Subordinate Debt had been issued or executed at the beginning of such Fiscal Year or other twelve month period, plus the Subordinate Debt Service which would have accrued had such proposed Subordinate Debt been executed or issued at the beginning of such Fiscal Year or other twelve month period.

Notwithstanding the foregoing, Subordinate Debt executed to refund Bonds or prepay Contracts or to prepay or refund Subordinate Debt may be delivered without satisfying the conditions set forth above if Debt Service and Subordinate Debt Service in each Fiscal Year after the Fiscal Year in which such Subordinate Debt issued or executed is not greater than 110% of the Debt Service and Subordinate Debt which would have been payable in each such Fiscal Year prior to the issuance of or execution of such Subordinate Debt.

For purposes of this Section 5.04, the amount of Net Revenues may be increased (in an amount not exceeding 10% of Subordinate Debt Service payable in the applicable Fiscal Year) by the amount of the Unencumbered Fund Balance as of the last day of the immediately preceding Fiscal Year.

Section 5.05. Investments. All moneys which are held by the District in the Revenue Fund, the Acquisition Fund, the WIFIA Debt Service Account and the Rate Stabilization Fund shall be invested in Permitted Investments, and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

Section 5.06. Rate Stabilization Fund. The District has established a special fund designated as the "Rate Stabilization Fund," which shall be held by the District in trust under this Installment Purchase Agreement. The District agrees and covenants to maintain and to hold such fund separate and apart from other funds so long as any Contracts or Bonds remain unpaid. Money transferred by the District from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.02(c) will be held in the Rate Stabilization Fund and applied in accordance with this Installment Purchase Agreement.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Revenue Fund for application in accordance with Section 5.02 or, in the event that all or a portion of the WIFIA Installment Payments are discharged in accordance with Article VII, transfer all or any portion of such amounts for application in accordance with Article VII; provided that any such withdrawals and transfers may be made up to and including the date that is 270 days after the end of the Fiscal Year or 12 calendar month period for which such withdrawals and transfers will be taken into account in calculating Revenues. For avoidance of doubt, any such amounts withdrawn from the Rate Stabilization Fund and transferred to the Revenue Fund constitute Revenues for the Fiscal Year or 12 month calendar month period so long as such withdrawal and transfer occurs not later than 270 days after the end of such Fiscal Year or 12 calendar month period.

Section 5.07. WIFIA Debt Service Account. The District, as agent of the Authority, shall establish, maintain and hold in trust a separate general ledger account within the District's debt service group of funds/accounts, which account shall be designated as the "WIFIA Debt Service Account" and as of the Effective Date is numbered _____. Such account number may change as the District designates from time to time provided that the District must promptly notify the Authority Lender in writing of any such change. Moneys in the WIFIA Debt Service Account shall be held by the District in trust and applied to the payment of the WIFIA Installment Payments hereunder in accordance with [Section 8(a)(i) and Section 17(i)] of the WIFIA Loan Agreement. Any investment earnings thereon shall be transferred by the District to the Revenue Fund no later than the last day of the District's Fiscal Year.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01. Compliance with Installment Purchase Agreement, the WIFIA Loan Agreement and Ancillary Agreements. The District will punctually pay the WIFIA Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein which are required to be observed and performed by it, and will not terminate this Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the WIFIA Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term which is contained herein and required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, epidemics, pandemics, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

It is expressly understood and agreed by and among the parties to this Agreement that, subject to Section 9.06 hereof, each of the agreements, conditions, covenants and terms contained in this Agreement is an essential and material term of the purchase of and payment for the WIFIA-Financed Portion of the WIFIA Project by the District pursuant to, and in accordance with, and as authorized under the Law and other applicable laws.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms which are required to be observed and performed by the District pursuant to the WIFIA Loan Agreement: provided that nothing herein shall obligate the District to pay the principal of or interest with respect to the WIFIA Loan or the WIFIA Note, which obligation is solely the responsibility of the Authority as borrower under the WIFIA Loan Agreement.

The District will faithfully observe and perform all the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be, provided that nothing herein shall obligate the District to pay principal of or interest on the WIFIA Loan or the WIFIA Note, which obligation is solely the responsibility of the Authority as borrower under the WIFIA Loan Agreement.

Section 6.02. Against Encumbrances. The District will not make any pledge of or place any lien on Revenues or the moneys in the Revenue Fund except as provided herein and subject to the restrictions agreed to by the District in the WIFIA Loan Agreement. In addition, the District may at any time, or from time to time, issue Bonds or incur Contracts for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund as may from time to time be deposited therein (as provided in Section 5.02) on a parity with the pledge and lien securing this Installment Purchase Agreement in accordance with Section 5.03 hereof and the WIFIA Loan Agreement or subordinate to the pledge and lien securing this Installment Purchase Agreement in accordance with Section 5.04 hereof and the WIFIA Loan Agreement. The District will not make any pledge of or place a lien on the Acquisition Fund (including the moneys on deposit therein) or the WIFIA Debt Service Account (including the moneys on deposit therein) except as set forth in the WIFIA Loan Agreement.

Section 6.03. Against Sale or Other Disposition of Property. The District will not enter into any agreement or lease which materially impairs the operation of the System or any part thereof which is necessary to secure adequate Revenues for the payment of the WIFIA Installment Payments, or which would otherwise materially impair the rights of the Authority hereunder or the operation of the System.

Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the System, or any material or equipment which has become worn out, may be sold if such sale will not materially impair the ability of the District to pay the WIFIA Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund. Nothing herein shall restrict the ability of the District to sell any portion of the System if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in the purchaser of such portion of the System exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the System.

Section 6.04. Against Competitive Facilities. The District and the Authority hereby acknowledge that certain public and private agencies, corporations, districts or other political subdivisions currently operate water supply and distribution systems within the boundaries of the District and that nothing contained in this Agreement is intended to alter or affect such activities. The District: (i) will not, to the extent permitted by law, acquire, construct, maintain or operate; and (ii) will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the service area of the System any water importation and treatment facilities competitive with the System.

Section 6.05. Prompt Acquisition and Construction. The District will take all necessary and appropriate steps to acquire and construct the WIFIA Project, as agent of the Authority, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

Section 6.06. Maintenance and Operation of the System. The District will maintain and preserve the System in good repair and working order at all times, operate the System in an efficient and economical manner and pay all Operation and Maintenance Costs as they become due and payable.

Section 6.07. Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the

funds or accounts created hereunder or under the WIFIA Loan Agreement or on any funds in the hands of the District pledged to pay the WIFIA Installment Payments or the Bonds, or which might impair the security of the WIFIA Installment Payments.

Section 6.08. Compliance with Contracts. The District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, which are required to be performed by it contained in all contracts for the use of the System and all other contracts affecting or involving the System, to the extent that the District is a party thereto.

Section 6.09. Insurance.

(a) The District will procure and maintain or cause to be procured and maintained insurance on the System, excluding coverage for earthquake damage or destruction, with responsible insurers in such amounts and against such risks (including accident to or destruction of the System) as are usually covered in connection with facilities that are similar to the System so long as such insurance is available at reasonable rates.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied in part to the prepayment of WIFIA Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion which the aggregate unpaid principal balance of WIFIA Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts. If such Net Proceeds are sufficient to enable the District to retire the entire obligation that is evidenced hereby prior to the final due date of the WIFIA Installment Payments as well as the entire obligations that are evidenced by Bonds and Contracts then remaining unpaid prior to their final respective due dates, the District may elect not to reconstruct, repair or replace the damaged or destroyed portion of the System, and thereupon such Net Proceeds shall be applied to the prepayment of WIFIA Installment Payments as provided in Article VII and to the retirement of such Bonds and Contracts.

(b) The District will procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal Systems similar to the System.

(c) Any insurance that is required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with Systems similar to the System and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance which are required to be maintained herein shall provide that the Authority or its assignee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Section 6.10. Accounting Records; Financial Statements and Other Reports.

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the System, which records shall be available for inspection by the Authority, including agents and assignees of and lenders to the Authority (including the Authority Lender), at reasonable hours and under reasonable conditions.

(b) The District will prepare and file with the Authority or its assignee, annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2022) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon.

Section 6.11. Protection of Security and Rights of the Authority. The District will preserve and protect the security hereof and the rights of the Authority and the Authority Lender to the WIFIA Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations. The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the System, or any part thereof or upon the Revenues or amounts on deposit in the Revenue Fund, the Acquisition Fund, the Rate Stabilization Fund or the WIFIA Debt Service Account when the same shall become due. The District will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the System, or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.13. Amount of Rates and Charges.

(a) To the fullest extent permitted by law, the District shall fix and prescribe, at the commencement of each Fiscal Year, rates and charges with respect, or applicable, to the System which are reasonably expected to be at least sufficient to yield during each Fiscal Year (i) Net Revenues equal to one hundred twenty five percent (125%) of the Debt Service payable in such Fiscal Year and (ii) Net Revenues remaining after payment of Debt Service on Bonds and Contracts equal to one hundred ten percent (110%) of Subordinate Debt Service payable in such Fiscal Year. The amount of the Unencumbered Fund Balance as of the last day of the immediately preceding Fiscal Year shall be credited towards the District's obligations under this subsection (a), in an amount not to exceed 25% of Debt Service referred to in the preceding sentence.

The District may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this section.

(b) For avoidance of doubt, so long as the District has complied with its obligations set forth in clause (a) of this section, the failure of Net Revenues to meet the thresholds set forth in clause (a) of this section at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the District has complied with in clause (a) of this section at the commencement of the succeeding Fiscal Year.

Section 6.14. Collection of Rates and Charges. The District will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges with respect, or applicable, to the Service to such customer's land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the District may discontinue such service from the System, and such service shall not thereafter be recommenced except in accordance with District by-laws or rules, regulations and State Law governing such situations of delinquency.

Section 6.15. Eminent Domain Proceeds. If all or any part of the System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

(a) If: (1) the District files with the Authority and the Authority Lender a certificate showing: (i) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the District by reason of such eminent domain proceedings; (ii) a general description of the additions, betterments, extensions or improvements to the System that are proposed to be acquired and constructed by the District from such Net Proceeds, and (iii) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements, and (2) the District, on the basis of such certificate filed with the Authority and the Authority Lender, determines that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the District to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive), then the District shall promptly proceed with the acquisition and construction of such additions, betterments, extensions or improvements substantially in accordance with such certificate and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the District for such purpose shall be deposited in the Revenue Fund.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied in part to the prepayment of WIFIA Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion which the aggregate unpaid principal balance of WIFIA Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts.

Section 6.16. Further Assurances. The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority and the Authority Lender the rights and benefits provided to the Authority and the Authority Lender herein.

Section 6.17. Enforcement of Contracts. The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into which contracts provide for water to be supplied to the District which consent, revision, amendment or other action will reduce the

supply of water thereunder (except as provided therein), unless the Board of Directors of the District determines by resolution that such rescission or amendment would not materially adversely affect the ability of the District to pay WIFIA Installment Payments.

ARTICLE VII

PREPAYMENT OF WIFIA INSTALLMENT PAYMENTS

Section 7.01. Prepayment.

(a) The District may or shall, as the case may be, prepay from Net Proceeds as provided herein the WIFIA Installment Payments or the WIFIA Loan Agreement in whole, or in part, on any date in the order of payment date as directed by the District, at a prepayment price equal to the sum of the principal amount to be prepaid plus accrued interest thereon to the date of prepayment, without premium. Any such prepayment shall occur substantially concurrently with the prepayment of the WIFIA Loan by the Authority pursuant to the terms of Section [9(a) of the WIFIA Loan Agreement].

(b) The District shall prepay the WIFIA Installment Payments on the same dates as the Authority makes optional prepayments of the WIFIA Loan in accordance with the WIFIA Loan Agreement and shall not optionally prepay the WIFIA Installment Payments at any other time; provided, that any such prepayment shall be in a minimum principal amount of \$500,000 or any integral multiple of \$1.00 in excess thereof.

(c) Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the District shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Authority and the Authority Lender describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than thirty (30) nor more than (sixty) 60 days from the date that such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.01. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(1) if default shall be made by the District in the due and punctual payment of any WIFIA Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(2) if default shall be made by the District in the performance of any of the agreements or covenants which are required herein to be performed by it, and such default shall have

continued for a period of sixty (60) days after the District shall have been given notice in writing of such default by the Authority; or

(3) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property; or

(4) if payment of the principal of any Contract or Bond is accelerated in accordance with its terms; or

(5) if an “Event of Default” under and as defined in the WIFIA Loan Agreement shall have occurred;

then the Authority shall immediately notify the Authority Lender of an Event of Default and follow any written directions of the Authority Lender, which may include a direction to declare the entire principal amount of the unpaid WIFIA Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding; provided that the unpaid Purchase Price shall automatically become due and payable without the action of the Authority or any other person if the unpaid principal amount of the WIFIA Loan shall have become immediately due and payable. Notwithstanding anything to the contrary set forth herein, the Authority shall not have the right to (i) declare the unpaid Purchase Price immediately due and payable or (ii) exercise any other rights or remedies hereunder following the occurrence of an Event of Default in each case without the prior written direction of the Authority Lender. This section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid WIFIA Installment Payments and the accrued interest thereon shall have been so declared due and payable, but before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the District shall deposit with the Authority an amount that is sufficient to pay the unpaid principal amount of the WIFIA Installment Payments or the unpaid payment of any other Contract or Bond referred to in clauses (1) or (4) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the WIFIA Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid WIFIA Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of (or automatic, as applicable) acceleration as provided in Section 8.01, all Revenues thereafter received by the District shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Authority, the Authority Lender, any agents and assignees of each of the forgoing as the case may be or the trustee with respect to any Bonds or Contracts, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs; and

Third, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably in proportion to the respective aggregate unpaid principal amounts of the WIFIA Installment Payments and the outstanding Bonds and Contracts, of the entire principal amount of the unpaid WIFIA Installment Payments and the unpaid principal amount of all Bonds and the unpaid principal amount or payments with respect to all Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the WIFIA Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms.

Section 8.03. Other Remedies of the Authority. Upon the occurrence of an Event of Default, the Authority shall have the right (but only following the prior written direction of the Authority Lender):

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his or her duties under the Law and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Authority shall have no security interest in or mortgage on the WIFIA Project, the System or other assets of the District and no default hereunder shall result in the loss of the WIFIA Project, the System or other assets of the District.

Section 8.04. Remedies of the Authority Lender. Upon the occurrence of an Event of Default, the Authority Lender, as assignee of the Authority pursuant to the WIFIA Loan Agreement, shall be entitled and empowered to institute any actions or proceedings at law or in equity against the District for the collection of any sums due to the Authority from the District and unpaid hereunder, and may prosecute any such judgment or final decree against the District and collect in the manner provided by law the moneys adjudged or decreed to be payable, may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by the District to the Authority under this Agreement then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the District under this Agreement.

Section 8.05. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the WIFIA Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Authority or the Authority Lender, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority or the Authority Lender shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority or the Authority Lender to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy that is conferred upon the Authority or the Authority Lender by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority or the Authority Lender, as applicable.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority or the Authority Lender, the District, the Authority and the Authority Lender shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.06. Remedies Not Exclusive. No remedy that is conferred upon or reserved to the Authority or the Authority Lender herein is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Liability Limited. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Revenues, the Revenue Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants that are required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

The obligation of the District to make the WIFIA Installment Payments is a special obligation of the District payable from the Net Revenues and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 9.02. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District, the Authority or the Authority Lender any right, remedy or claim under or pursuant hereto, and any

agreement or covenant that is required herein to be performed by or on behalf of the District, the Authority or the Authority Lender shall be for the sole and exclusive benefit of the other party.

Section 9.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the District, the Authority or the Authority Lender is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District, the Authority or the Authority Lender, and all agreements and covenants which are required hereby to be performed by or on behalf of the District, the Authority or the Authority Lender shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 9.04. Waiver of Personal Liability. No director, officer or employee of the District shall be individually or personally liable for the payment of the WIFIA Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 9.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith” and other words of similar import refer to this Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 9.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Authority hereby declare that they would have executed this Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 9.07. Assignment. This Installment Purchase Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, to the Authority Lender without the necessity of obtaining the prior consent of the District. On each Payment Date occurring on or after the Level Payment Commencement Date, the District, as agent of the Authority, shall transfer to the Authority Lender on the Authority’s behalf the WIFIA Installment Payments hereunder from the WIFIA Debt Service Account in accordance with the terms of the WIFIA Loan Agreement.

Section 9.08. Net Contract. This Installment Purchase Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof of the WIFIA Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 9.09. California Law. THIS INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 9.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District: San Bernardino Valley Municipal Water District
380 E Vanderbilt Way
San Bernardino, California 92408
Attention: General Manager

If to the Authority: Upper Santa Ana River Watershed Infrastructure Financing
Authority
c/o San Bernardino Valley Municipal Water District
380 E Vanderbilt Way
San Bernardino, California 92408
Attention: Executive Director

If to the Authority Lender: Environmental Protection Agency
WJC-W 6201A
1200 Pennsylvania Avenue NW
Washington, D.C. 20460
Attention: WIFIA Director
Email: WIFIA_Portfolio@epa.gov

Section 9.11. Effective Date. This Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate only when (a) the Purchase Price shall have been fully paid and (b) the WIFIA Loan Agreement shall have terminated in accordance with its terms.

Section 9.12. Execution in Counterparts. This Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 9.13. Indemnification of the Authority. The District hereby agrees to indemnify and hold harmless the Authority, the Authority Lender and the assigns and officers and directors thereof if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder or to the extent provided in the WIFIA Loan Agreement, under the WIFIA Loan Agreement.

Section 9.14. Amendments Permitted. This Agreement and the rights and obligations of the Authority and the District, may be modified or amended at any time by an amendment hereto which shall become binding only (a) following the execution and delivery of such amendment by the Authority and the District and (b) with the prior written consent of the Authority Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: _____
President of the Board of Directors

ATTEST:

Board Clerk

UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY

By: _____
Chair of the Board of Directors

ATTEST:

Secretary of the Board of Directors

EXHIBIT A

PURCHASE PRICE

1. The principal amount of payments to be made by the District hereunder is \$_____.
2. The WIFIA Installment Payments of principal and interest are payable in the amounts and on the WIFIA Installment Payment Dates as follows:

<i>Installment Payment Dates</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
--------------------------------------	---	--	--------------

*Installment
Payment Dates*

*Amount Attributable
to Principal*

*Amount Attributable
to Interest*

Total

Total

\$

\$

\$

EXHIBIT B

FORM OF REQUISITION FROM ACQUISITION FUND

\$ _____
UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY
WIFIA LOAN AGREEMENT

REQUISITION NO. _ FOR
DISBURSEMENT FROM ACQUISITION FUND

Each of the undersigned, to the extent applicable, hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting General Manager of the San Bernardino Valley Municipal Water District, a municipal water district that is organized and existing under the Constitution and laws of the State of California (the “District”), and as such, is familiar with the facts herein certified and is authorized to certify the same with respect to the District;

(ii) that the undersigned is the duly appointed, qualified and acting Executive Director of the Upper Santa Ana River Watershed Infrastructure Financing Authority, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), and as such, is familiar with the facts herein certified and is authorized to certify the same with respect to the Authority;

(ii) that, pursuant to Section 3.04 of that certain Installment Purchase Agreement, dated _____, 2022 (the “WIFIA Installment Purchase Agreement”), by and between the Authority and the District, the undersigned each hereby requests the Treasurer to disburse this date the following amounts from the Acquisition Fund established under the Installment Purchase Agreement relating to the above-captioned obligations, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the District or the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Dated: _____, 20__

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

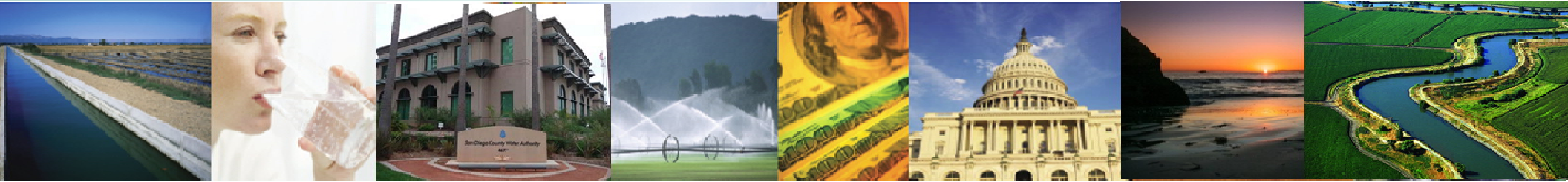
By: _____
Heather Dyer, CEO/General Manager

UPPER SANTA ANA RIVER WATERSHED
INFRASTRUCTURE FINANCING AUTHORITY

By: _____
Heather Dyer, Executive Director

EXHIBIT A
ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
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SBVMWD WIFIA FINANCIAL PROFORMA

Engineering Workshop
May 10, 2022

GENERAL FUND FY 22 LARGE TRANSACTIONS AND ESTIMATED CASH RESERVE BALANCE

- Cash Reserve Balance – 7/1/2021: \$147.9M

- Cash Reserve Balance – 5/1/2022: \$80.6M

- \$81.2 Spent this year on large transactions
 - ✓ Waterman Hydro
 - ✓ Regional Recycled Water Pipeline
 - ✓ Weaver Basins
 - ✓ Tres Lagos Property Purchase
 - ✓ Conservation District Active Recharge Transfer Projects
 - ✓ City of Yucaipa LRIP
 - ✓ Misc. Mitigation Lands

- Estimated Cash Reserve Balance End FY 22: \$49.3M

SBVMWD PHASE 1 PROJECTS

Bolded projects are expected to be funded with WIFIA Proceeds.

Project Name		Project Costs*
Acquisition of Greenspot Pump Station	SWP Reserves	\$ 14,000,000
Central Feeder - EBX Intertie	SWP Reserves	\$ 2,327,000
Lytle Creek-Cajon Creek Mitigation Lands	GF Reserves, Grants	\$ 11,590,000
Cactus Basin Connector Pipeline	GF Reserves, Grants	\$ 2,211,000
Regional Recycled Water System Phase 1	GF Reserves	\$ 53,073,000
Enhance Recharge Phase 1B	WIFIA Loan, Grants	\$ 65,583,000
Enhance Recharge Phase 1A Liner	WIFIA Loan	\$ 970,000
Headwaters Resiliency Multipurpose Area	GF Reserves	\$ 32,500,000
SAR Sustainable Parks and Tributaries Water Reuse	WIFIA, RPU, HCP Partners	\$ 27,745,675
Active Recharge - Highland Hills Land Acquisition	SBVWCD Active Recharge Transfer Fund	\$ 7,247,000
HCP Tributaries Restoration	HCP Partners	\$ 14,294,000
Valley District Phase 1 Total		\$ 231,540,675

*Estimated project costs are subject to change based upon inflation and other factors. Does not include estimated financial costs.

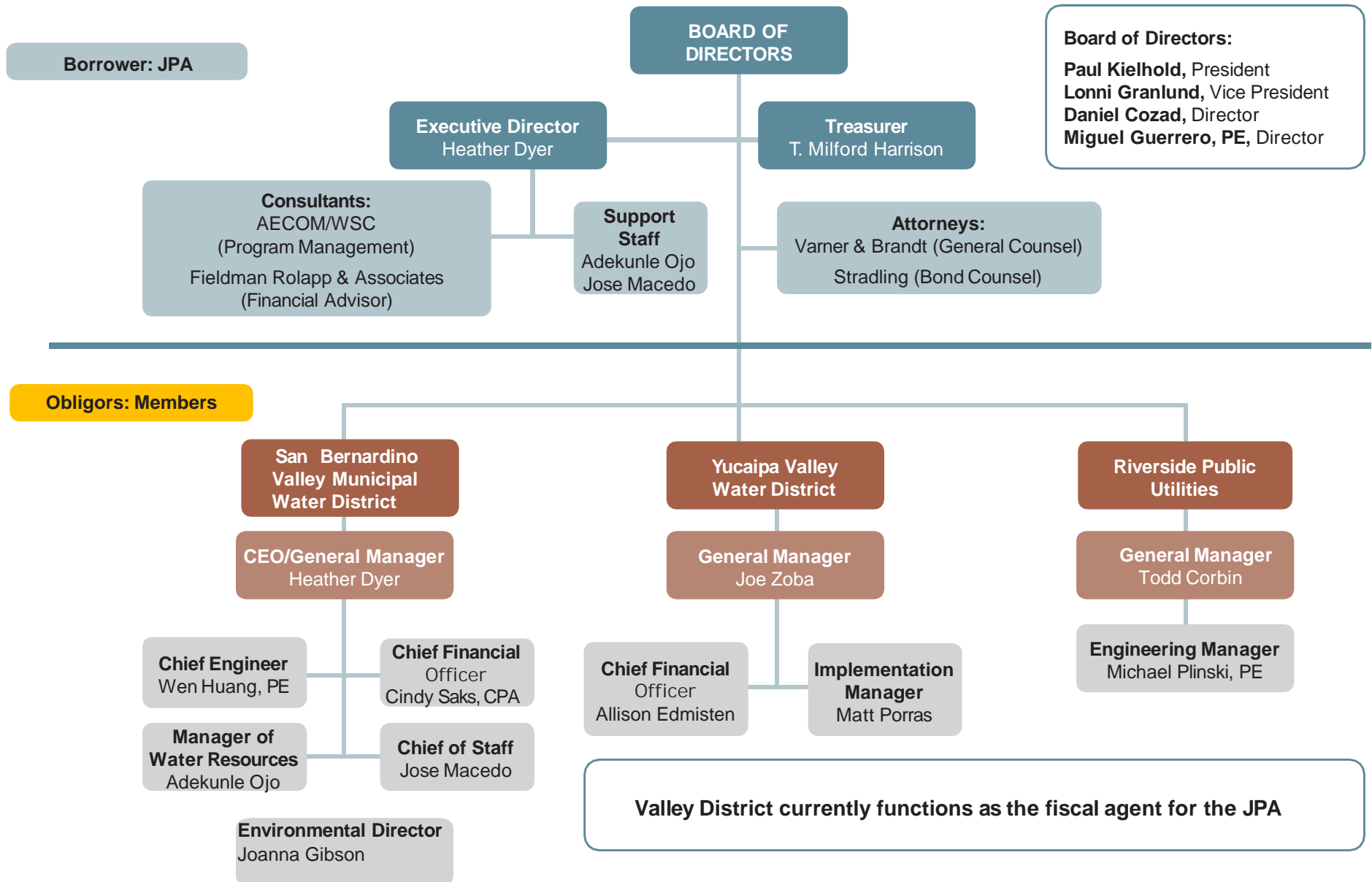
UPPER SANTA ANA RIVER WATERSHED INFRASTRUCTURE FINANCING AUTHORITY

- Upper Santa Ana River Watershed Infrastructure Financing Authority (“Authority” or “USARWIFA”) is a Joint Powers Authority comprised of four water agencies, all of whom rely upon the highly connected tributaries, groundwater basins, and natural ecosystems of the Santa Ana River.
- The current four member agencies (“Members”) include:
 - San Bernardino Valley Municipal Water District (“Valley District”)
 - Yucaipa Valley Water District (“YVWD”)
 - San Bernardino Water Conservation District (“Conservation District” District”)
 - San Bernardino Municipal Utilities Department (“Municipal Water Department”) who joined the JPA Department”) who joined the JPA in October 2021
 - Riverside Public Utilities (“RPU”) expects to join the JPA by early fall 2022 and participate in a Loan for its share of the debt service expense
- Valley District, YVWD and RPU (expected) (the “Participating Members”) will be the only Members in the initial WIFIA Master loan, and it is expected that each will have its own loan.
- The JPA expects to finance the WIFIA Projects, however the Participating Members will own and operate the WIFIA Projects in Phase I of the CIP program. In future phases some projects may be joint projects amongst the Members.

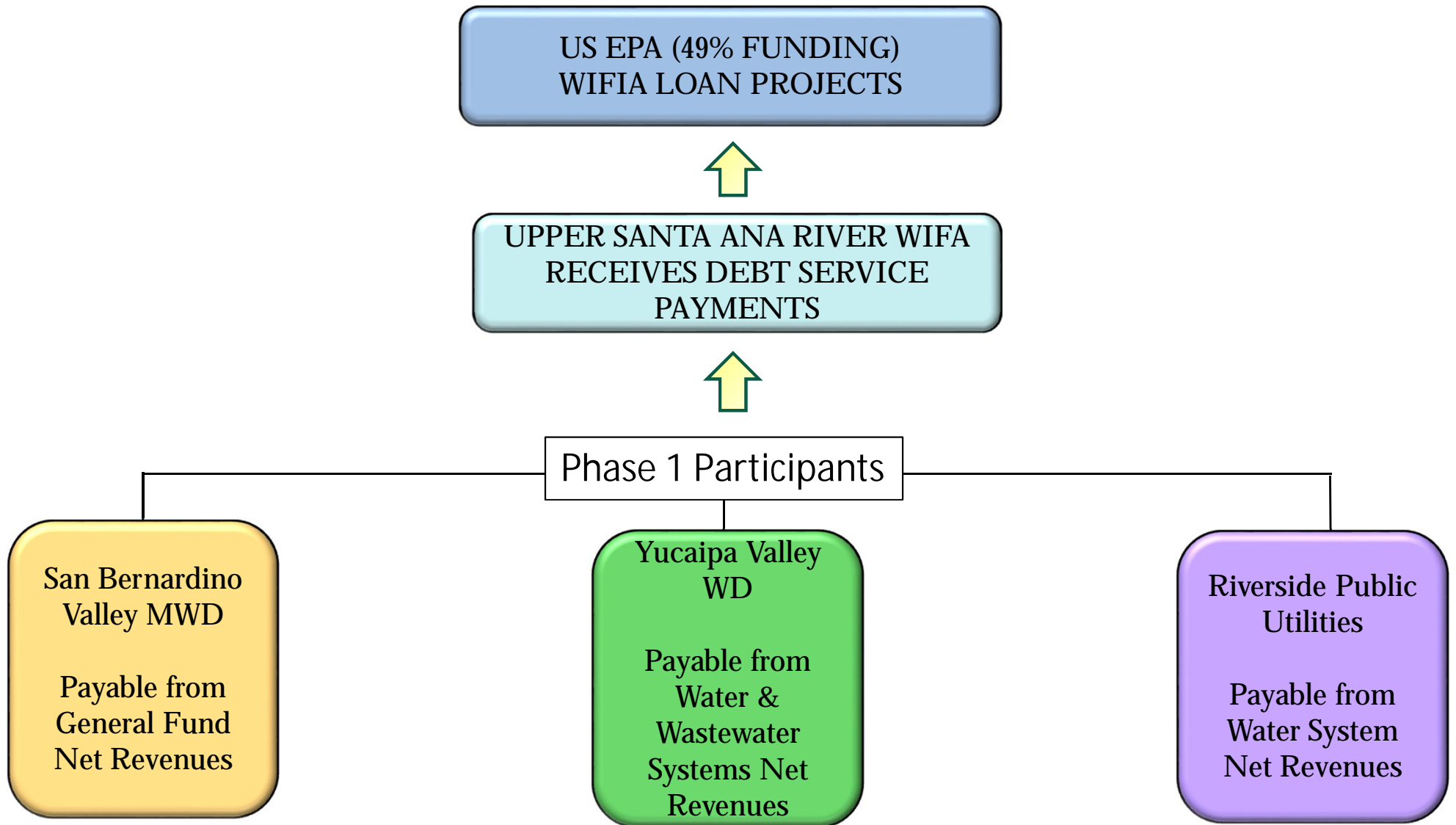




UPPER SANTA ANA WATERSHED INFRASTRUCTURE FINANCING AUTHORITY



JPA SECURITY FLOW OF FUNDS – PHASE 1 PROJECTS



WIFIA PLAN OF FINANCE

- The Authority expects to submit its WIFIA application by the end of May 2022
- The Authority expects to execute a WIFIA Loan with EPA later this year to finance Valley District will share ownership of two projects and pay its respective share of Loan.
- The initial combined WIFIA Loan is expected to be \$191.5* million and close in late potential WIFIA Loan between EPA and RPU of \$29.8 million)
- Valley District's Projects are expected to cost \$231.5* million, with \$61.8* million the balance from cash and grants
 - ✓ RPU will be responsible for approximately \$29.8 million pursuant to a WIFIA Loan with EPA
 - ✓ Western Municipal Water District will be responsible for \$2.6 million and will fund its share with
- The JPA may issue short-term obligations to fund Phase I Projects which will be

*Estimated project costs are subject to change based upon inflation and other factors. Does not include

WIFIA PROGRAM BENEFITS

➤ **WIFIA loans offer a low, fixed interest rate**

- ✓ A single fixed rate is established at closing - based on the US Treasury upon the weighted average life of the loan.
- ✓ Rate is not impacted by borrower's credit or loan structure.
- ✓ Investment grade ratings required.

➤ **WIFIA loans provide flexible financial terms**

- ✓ Customized repayment schedules.
- ✓ Repayment period must be the earlier of 35 years after the date of the useful life of the project.
- ✓ Payments may be deferred up to 5 years after the project's substantial
- ✓ Prepayable at any time (\$1 million minimum).
- ✓ Subordination under certain circumstances, WIFIA may take a increasing coverage ratios for senior bond holders.
- ✓ Maximum federal involvement: 80% of total project costs.

SBVMWD PHASE 1 PROJECT FUNDING SOURCES

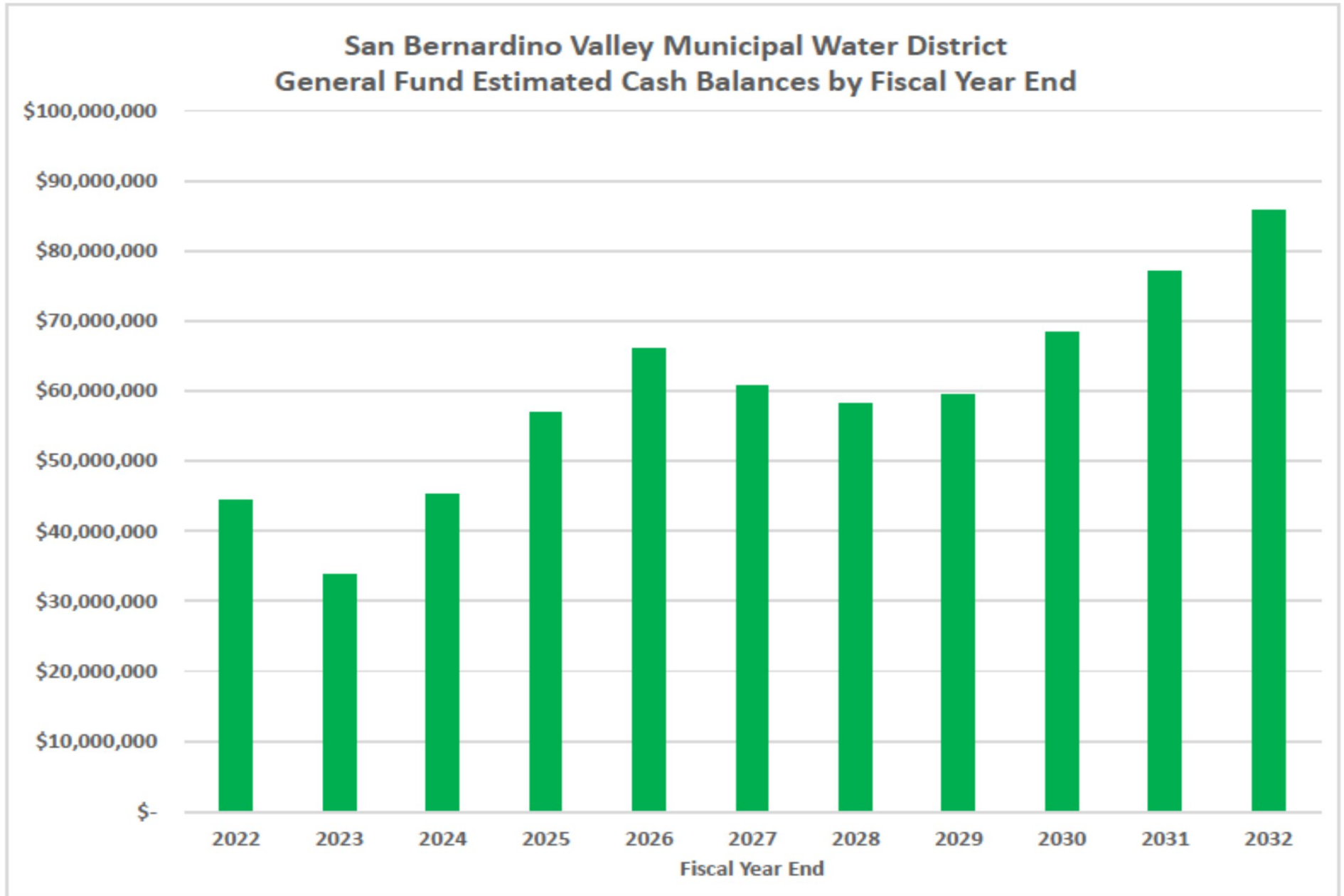
- Valley District expects to fund ~27% of its WIFIA Loan Phase 1 projects (\$61.8 million) from the WIFIA Loan and the balance from general fund reserves, restricted SWP reserves for 2 SWP-related projects, and outside funding coming from the Conservation District, Western Municipal Water District, and a WIFIA Loan between EPA and RPU

		2022	2023	2024
Phase 1 Capital Expenditures		Total		
SAR Center / Land Purchase	\$32,500,000	\$32,500,000		
Regional Recycled Water System (Weaver Basin)	\$53,073,000	\$42,694,929	\$10,378,071	
Enhanced Santa Ana River Recharge 1A&B	\$66,553,000	\$2,892,000	\$31,830,500	\$31,830,500
Acquisition of Greenspot Pump Station (SWP)	\$14,000,000		\$7,000,000	\$7,000,000
Central Feeder EBX Intertie (SWP)	\$2,327,000	\$2,327,000		
Lytle Creek/Cajon Creek Mitigation Lands	\$11,590,000	\$4,273,600	\$7,316,400	
SAR Sustainable Parks and Tributaries Water Reuse (Purple Pipe)	\$27,745,675		\$13,872,838	\$13,872,838
Cactus Basin Connector Pipeline	\$2,211,000		\$2,211,000	
HCP Tributaries Restoration	\$14,294,000		\$14,294,000	
Highland Hills Land Acquisition Lytle Creek Active Recharge Facilities	\$7,247,000	\$7,247,000		
	Total	\$231,540,675	\$91,934,529	\$86,902,809
Capital Funding Sources				
WIFIA PayGo General Fund	\$106,041,958	\$79,610,529	\$25,158,209	\$1,273,220
WIFIA PayGo SWP Reserves	\$16,327,000	\$2,327,000	\$7,000,000	\$7,000,000
Cash from Western MWD	\$2,662,120		\$2,662,120	
Cash/WIFIA Proceeds from RPU	\$29,812,281		\$15,252,458	\$14,559,824
Cash from Conservation District	\$7,247,000	\$7,247,000		
Outside Funding Sources / Grants	\$7,626,042	\$2,750,000	\$4,876,042	
SWRCB SRF Loan	\$0			
WIFIA Proceeds	\$61,824,274		\$31,953,980	\$29,870,294
	Total	\$231,540,675	\$91,934,529	\$86,902,809

FORECASTED FINANCIAL DATA

	Estimated 2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues											
Water Sales	\$3,494,472	\$7,727,386	\$7,812,108	\$7,992,609	\$8,162,532	\$8,354,061	\$8,546,987	\$8,753,216	\$8,971,135	\$9,192,099	\$9,419,424
Water Sales (Baseline Feeder Agencies)	\$1,127,709	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500	\$1,062,500
HCP Land Mitigation Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land Mitigation Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2011 BLF Debt Service Charge	\$506,450	\$503,744	\$499,644	\$500,244	\$500,444	\$500,244	\$499,644	\$503,544	\$501,944	\$499,944	\$502,244
Administrative Debt Service Charge	\$3,103,700	\$3,130,000	\$3,192,600	\$3,256,452	\$3,321,581	\$3,388,013	\$3,455,773	\$3,524,888	\$3,595,386	\$3,667,294	\$3,740,640
1% Property Tax Revenues	\$11,851,243	\$12,088,268	\$12,330,034	\$12,576,634	\$12,828,167	\$13,084,730	\$13,346,425	\$13,613,353	\$13,885,620	\$14,163,333	\$14,446,600
Redevelopment Agency Pass-Through	\$7,568,995	\$7,644,685	\$7,721,132	\$7,798,343	\$7,876,326	\$7,955,090	\$8,034,641	\$8,114,987	\$8,196,137	\$8,278,098	\$8,360,879
Interest Income	\$792,671	\$323,646	\$216,891	\$328,866	\$445,418	\$533,827	\$480,605	\$453,746	\$466,102	\$552,502	\$639,151
Other Revenue and Income	\$5,311,564	\$6,630,028	\$4,720,108	\$4,811,458	\$5,205,777	\$4,605,911	\$4,264,867	\$4,037,085	\$4,142,675	\$4,551,752	\$4,364,434
Total Revenues	\$33,756,804	\$39,110,257	\$37,555,016	\$38,327,107	\$39,402,744	\$39,484,375	\$39,691,441	\$40,063,320	\$40,821,499	\$41,967,522	\$42,535,871
Operation and Maintenance Costs											
Administration and General Costs	\$25,129,923	\$24,123,891	\$24,584,589	\$25,171,702	\$26,061,402	\$26,262,319	\$26,577,429	\$27,267,932	\$27,850,748	\$28,973,972	\$29,693,755
Total Operation and Maintenance Costs	\$25,129,923	\$24,123,891	\$24,584,589	\$25,171,702	\$26,061,402	\$26,262,319	\$26,577,429	\$27,267,932	\$27,850,748	\$28,973,972	\$29,693,755
Net Revenues											
25% Unencumbered Funds	\$8,626,880	\$14,986,365	\$12,970,427	\$13,155,405	\$13,341,343	\$13,222,056	\$13,114,012	\$12,795,388	\$12,970,751	\$12,993,550	\$12,842,116
Debt Service	\$125,936	\$124,911	\$125,061	\$125,111	\$125,061	\$124,911	\$125,886	\$1,082,677	\$1,082,177	\$1,082,752	\$1,081,849
Debt Service											
2011 Bonds	502,544	503,744	499,644	500,244	500,444	500,244	499,644	503,544	501,944	499,944	502,244
Future WIFIA Loan	0	0	0	0	0	0	0	0	3,828,765	3,828,765	3,828,765
Total Debt Service	\$502,544	\$503,744	\$499,644	\$500,244	\$500,444	\$500,244	\$499,644	\$503,544	\$4,330,708	\$4,328,708	\$4,331,008
Debt Service Coverage											
Debt Service coverage w/o Unencumbered Funds	17.42	30.00	26.21	26.55	26.91	26.68	26.50	27.56	3.24	3.25	3.21
Unencumbered Funds	17.17	29.75	25.96	26.30	26.66	26.43	26.25	25.41	3.00	3.00	2.97
Remaining Net System Revenues	\$8,124,337	\$14,482,622	\$12,470,783	\$12,655,161	\$12,840,899	\$12,721,812	\$12,614,368	\$12,291,844	\$8,640,043	\$8,664,842	\$8,511,107

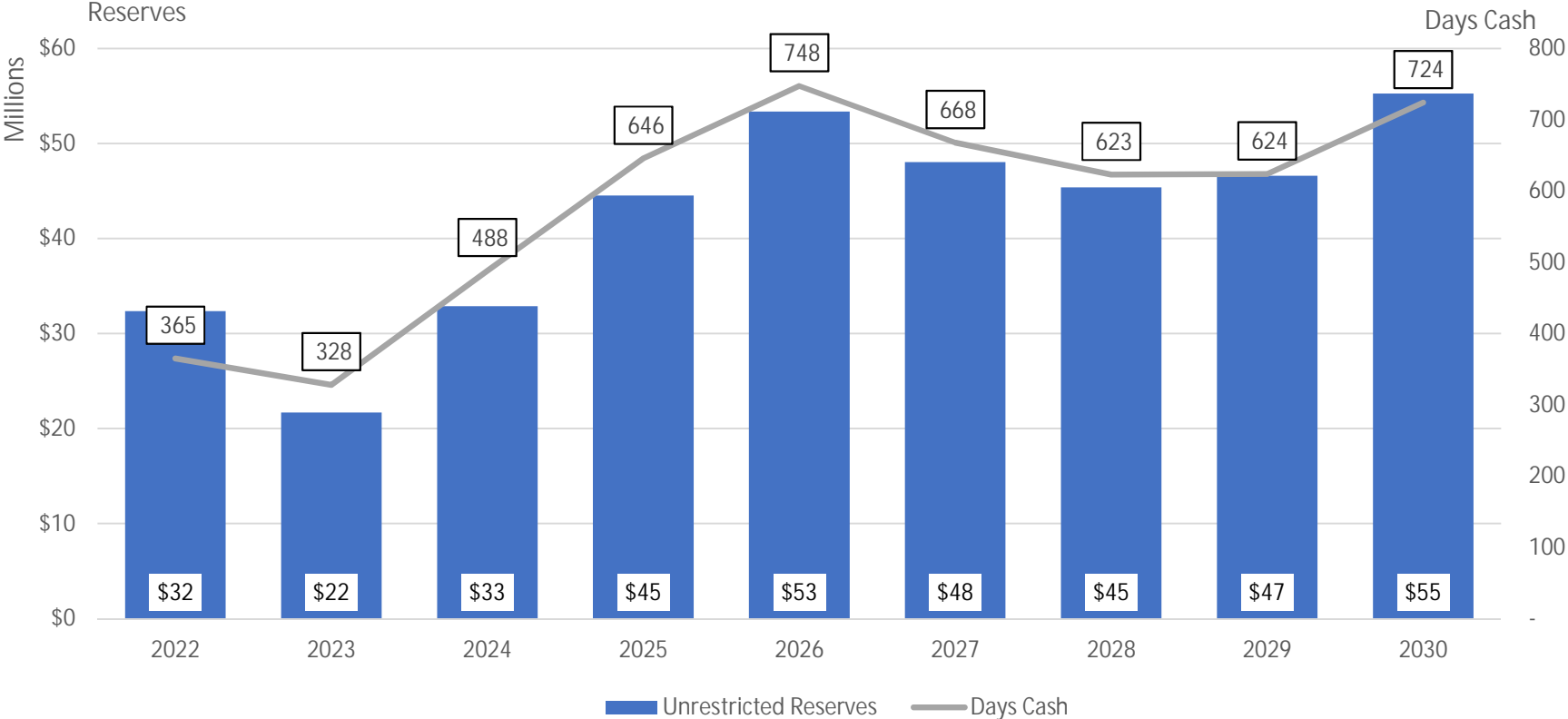
ESTIMATED CASH RESERVE BALANCE



PROJECTED LIQUIDITY

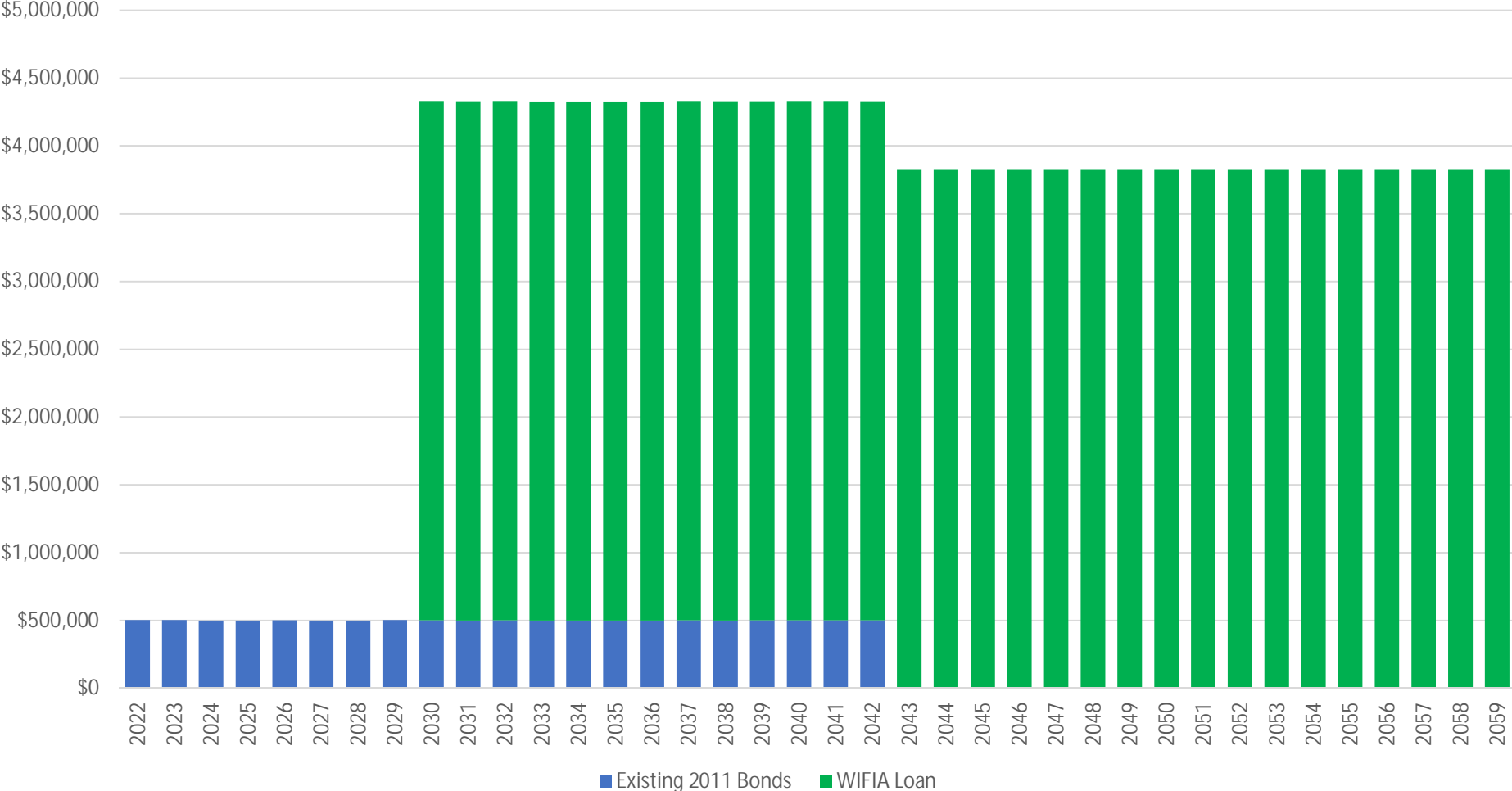
- ◆ FY 2022 balance includes spenddown of cash for portions of Valley District's WIFIA Loan Phase 1 projects - to date Valley District has expended approximately \$86.7 million
 - ◆ Liquidity is projected to increase (assuming average SWP allocations) and provides sufficient funds for WIFIA Phase 2 projects

General Fund Liquidity Forecast



VALLEY DISTRICT'S AGGREGATE DEBT SERVICE

Estimated Annual Debt Service*



*Preliminary, subject to change. Assumes WIFIA Loan interest rate of 3.00%.

DISCLAIMER

These materials include an assessment of current market conditions, and include assumptions about interest rates, execution costs, and other matters related to municipal securities issuance or municipal financial products. These assumptions may change at any time subsequent to the date these materials were provided. The refinancing and refunding scenarios presented herein are not intended to be inclusive of every feasible or suitable refinancing alternative.

Fieldman, Rolapp & Associates, Inc. is an SEC-registered Municipal Advisor, and undertaking a fiduciary duty in providing financial advice to the San Bernardino Valley Municipal Water District only. Compensation contingent on the completion of a financing or project is customary for municipal financial advisors. To the extent that our compensation for a transaction is contingent on successful completion of the transaction, a potential conflict of interest exists as we would have a potential incentive to recommend the completion of a transaction that might not be optimal for the public agency. However, Fieldman, Rolapp & Associates, Inc. undertakes a fiduciary duty in advising public agencies including the Authority regardless of compensation structure.



DATE: May 10, 2022

TO: Board of Directors' - Engineering

FROM: Mike Esquer, Senior Project Manager
Wen Huang, Chief Engineer/Deputy General Manager

SUBJECT: Consider a Proposed 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand

Staff Recommendation

Direct Staff to bring this item for a budgetary amount of \$1,250,000 to be used at the discretion of the CEO/General Manager for developing alternative groundwater sources to meet District's 2022 In-Lieu Program objectives to a future Board of Directors' meeting for consideration.

Summary

The District is required to provide up to 8,616 acre-feet of in-lieu water source to Bear Valley Mutual Water Company (BVMWC) in 2022 per the 1996 agreement between Valley District and the Big Bear Municipal Water District (BBMWD). Under this arrangement, Valley District agrees to supply SWP and/or local water to BVMWC "in-lieu" of BBMWD making releases from Big Bear Lake. Due to limited SWP availability for this year and building on the similar successful programs in the previous years, Staff is requesting that the Board of Directors consider authorizing a budget of up to \$1,040,000 for funding groundwater production from wells with our partners and an additional \$210,000 budgetary amount to rehab wells that may be used to provide in-lieu water this year and in the future. The total estimated budgetary amount of this year's in-lieu program is \$1,250,000, which will be funded through the anticipated \$1.7M payment by BBMWD in 2022 pursuant to the 1996 Agreement.

Background

This Memorandum provides background information regarding the proposed 2022 Water Supply Contingency Program (Program) to meet BVMWC's in-lieu water demand with an associated budget for consideration by the Board of Directors. The historically dry conditions in California coupled with environmental restrictions in the Sacramento-San Joaquin Delta has led the Department of Water Resources to set the State Water Project (SWP) allocation at 5% (5,130 acre-

feet) for 2022 for the second consecutive year. In response to this condition, Staff met with BVMWC and its major shareholders, the City of Redlands and East Valley Water District (EVWD) to identify alternatives to meet the Valley District's in-lieu obligations for BVMWC in 2022 and conserve the use of SWP water. Among other things, the strategy is to develop replacement local water supplies to make up for the lack of imported water for the in-lieu demands. This is the same strategy that was effectively and successfully implemented during the previous drought conditions in 2014, 2015 and 2021.

In 2022, BVMWC may request up to a total amount of 8,616 acre-feet of in-lieu water as part of the 65,000 acre feet total in 10 years. Instead of using the limited SWP supplies to meet this demand, staff is recommending that some of the funds derived from BBMWD be used to develop or re-establish the lowest cost available replacement supplies (i.e., wells and groundwater). It is estimated that up to approximately 7,100 acre-feet from local sources may be available in 2022 by re-equipping unused or underused private and municipality owned wells to meet 82% of the 8,616 acre-feet of in-lieu water that may be requested by BVMWC, with the remaining 18% (approximately 1,500 acre-feet) met by using SWP supplies.

More specifically, the strategy is to develop groundwater sources to meet some of the 2022 supplemental water demands by establishing a budget of up to \$1,040,000 for the CEO/General Manager to implement activities required to meet our obligations. Potential wells being considered for re-equipping and/or use are owned by SBVMWD, City of Redlands, EVWD, BVMWC and private owners. The use of wells would offset SWP water normally supplied to BVMWC in the EVWD Edwards & North Fork canals, Redlands' Aqueduct and the BVMWC Highline. Based on the discussion with BVMWC and its shareholders, rather than Valley District paying them for the actual costs of the production for the in-lieu water, they would prefer to receive a like-amount credit in their prepaid account against their future orders of paid SWP water. Additionally, since the production was pumped on Valley District's behalf, similar to the 2021 In-Lieu Program arrangement, it is proposed that Valley District cover the San Bernardino Basin Groundwater Council's (SBB GC) assessments or the Well Assessment fees assessed by the San Bernardino Valley Conservation District for water produced for the in-lieu purposes (estimated at \$20/acre-foot). A budgetary cost of \$1,040,000 was estimated based on \$145.80/AF (\$125.80/AF SWP + \$20/AF SBB GC assessment) for up to 7,100 acre-feet for 2022.

In addition, BVMWC also requests that Valley District consider establishing a budgetary cost of up to \$210,000 as our 50% share of well rehabilitation costs for the Nelson Well. The well is being evaluated for possible repairs and rehabilitation to bring this well in service. The detailed cost is unknown at this time.

Once approved, the requested budgetary authority of \$1.25M outlined in this memorandum will be funded through the payment of \$1.7M paid by BBMWD to Valley District for the 2021-2022 fiscal year in accordance with the 1996 Big Bear Municipal Water District Agreement (Big Bear Agreement) to cover Valley District's costs to provide in-lieu water to BVMWC in exchange for water being retained in Big Bear Lake.

The following is a partial list of wells under consideration for the 2022 water supply contingency program (Well Name - Owner). Some of the wells were rehabilitated with the participation by Valley District as part of the 2014, 2015 and 2021 Program and are ready to go this year:

Agency	Well IDs
EVWD	Well 28, Well 132-5, Well 141, Well 143, Well 146 and 146 A, Well 147, and Well 151
Redlands	Airport No. 1, Airport No. 2, Church St., Madeira, Mentone No. 2, and Orange St. San Bernardino Ave. Well – SBVMWD
BVMWC	Judson Well, Nelson Well, and Santa Ana No. 1 Well
Crafton Water Company	Crafton Fifth Ave Well, Crafton Zanja Well, and Nye Well
Private Owners (Operated by for BVMWC use)	Gay Well, Santa Ana No.1 Well, Happe Mutual Well, King St. Mutual Well, and Raught Well

District Strategic Plan Application

The 2022 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand demonstrates the District's mission, vision, values and strategies of working collaboratively to provide reliable and sustainable water supply, being innovative and driven, building trust by being a collaborative and resourceful partner, and maximizing the value of the region's water assets just to name a few key applications.

Fiscal Impact

The total cost of the budgetary authority of up to \$1,250,000 will be needed for the development of alternate groundwater supply sources to meet the in-lieu water demand for BVMWC. Funds for this program are available through a payment of \$1.7M from BBMWD. Upon approval by the Board of Directors, a budget line item of \$1.25M for the In-Lieu Program will be included in the FY 2022-23 General Fund Budget for consideration by the Board.



DATE: May 10, 2022

TO: Board of Directors' Workshop - Engineering

FROM: Wen Huang, Chief Engineer/Deputy General Manager

SUBJECT: Consider the First Amendment of Easement for the Foothill Pipeline at 7415 Via Deldene in the City of Highland

Staff Recommendation

Direct staff to place the proposed first amendment to easement on a future Board of Directors meeting for consideration.

Summary

The property owners at 7415 Via Deldene in the City of Highland have requested that the Board of Directors consider updating the District's easement for the Foothill Pipeline within the Property to facilitate certain proposed building overhangs, a post for a patio cover, and other appurtenances to be constructed within the easement but would place the burden of potential future reconstruction cost of these encroached facilities, should the District need to remove them for access to our facilities, on the current and/or future property owners. House counsel, Varner Brandt, developed the proposed amendment of easement for consideration.

Background

Valley District's Foothill Pipeline was constructed in 1970's and generally runs southeasterly through the westerly portion of the City of Highland. During the design of this pipeline, the area was mostly undeveloped and/or used for agricultural purposes. Blanket easements, sometimes through condemnations, were reserved through blocks of then-orange groves to facilitate construction of the pipeline and future repairs and maintenance of the pipeline and associated appurtenances. As the area started to develop in late 1980's, the street right-of-way (ROW) was intentionally configured to line up with the pipeline alignment, wherever possible, to maximize residential development and because there is much less chance of something being constructed

over the pipeline in the future. However, in the other areas, the pipeline runs through private properties where easements and certain restrictions associated the easements are in place.

The property owners at 7415 Via Deldene in the City of Highland (APN: 1210-101-38) (parcel map attached with the parcel-in-question highlighted) are proposing to construct a main house along with an accessory dwelling unit (ADU) on the property that contains a District's 50-ft easement for the Foothill Pipeline traversing diagonally. Due to certain City's building code requirements, the buildings are fixed at their proposed locations without major modifications. As a result, certain proposed building overhangs and a post for a patio cover would be encroached into the easement areas. The property owner has requested that the Board of Directors consider allowing these building appurtenances to be constructed within the easement but would place the burden of future reconstruction or restoration cost of these encroached facilities, should the District need to remove them for access to our facilities, on the current and future property owners. Additionally, any future modifications or additions within the District's easement shall be reviewed and approved by the District.

The attached First Amendment of Easement was developed by House Counsel and has been agreed by the property owners for consideration by the Board of Directors.

Fiscal Impact

The fiscal impact for potential future demolition of the encroached facilities is considered minimal should the District need to remove them for access to our pipeline facilities. The current and/or future property owners will be responsible for reconstruction costs should they desire to restore the encroached facilities.

Attachments

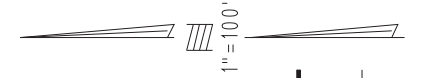
- Parcel Map for APN 1210-101-38
- Existing Easement
- Proposed Precise Grading Plan and Building Pad Layouts
- First Amendment of Easement

THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

Ptn. Parcel Map No. 4607, P.M. 48/66

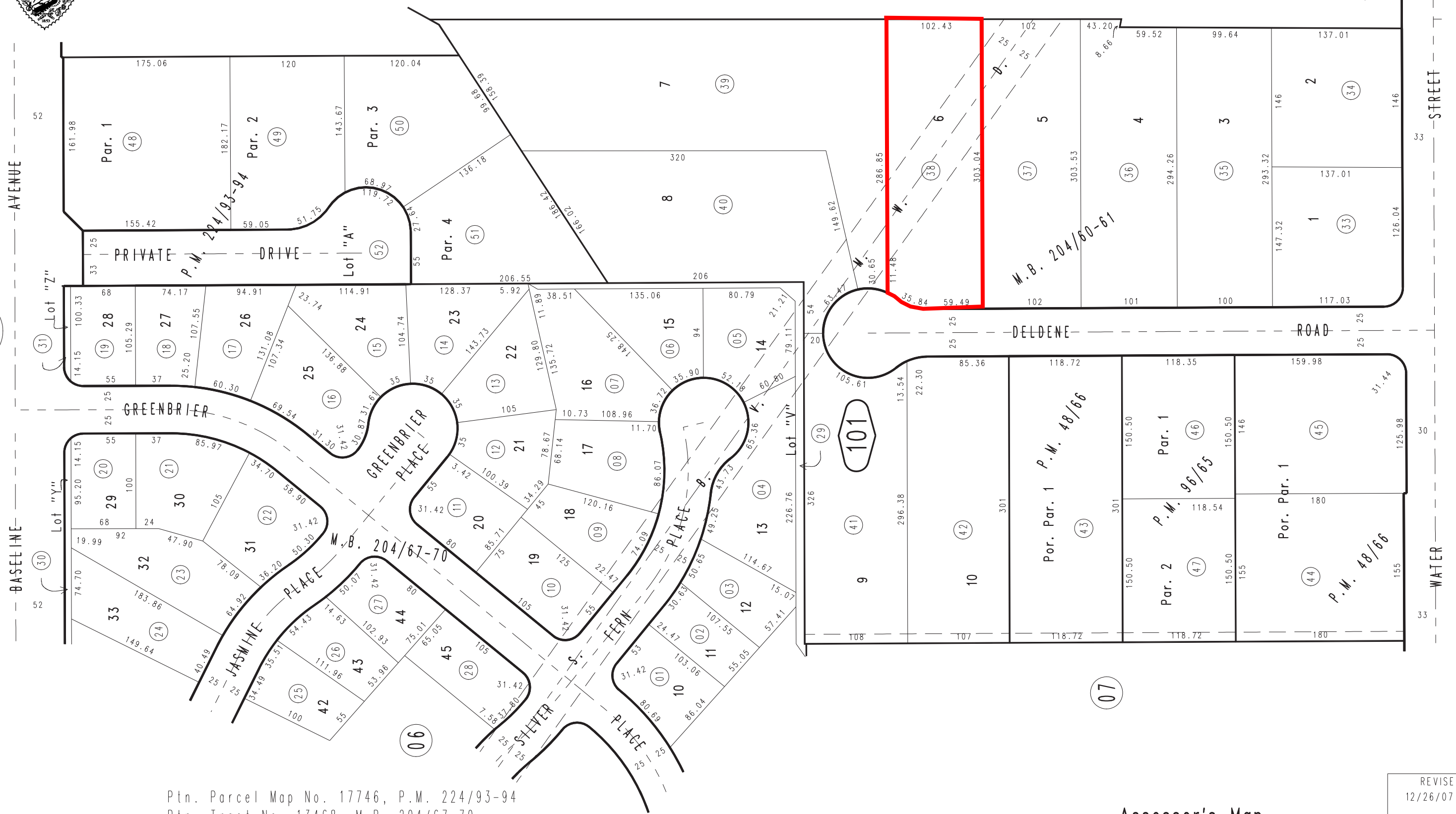
City of Highland
Tax Rate Area
18001

1210 - 10



0288
56

12



Ptn. Parcel Map No. 17746, P.M. 224/93-94
Ptn. Tract No. 13468, M.B. 204/67-70
Ptn. Tract No. 12603, M.B. 204/60-61
Ptn. Parcel Map No. 8710, P.M. 96/65

Ptn. N.E. 1/4, Sec. 02
T.1S., R.3W.

Assessor's Map
Book 1210 Page 10
San Bernardino County

REVISED
12/26/07 TY

RECORDED
REQUEST OF MAIL TO

BOOK 8783 PAGE 1299

(ENDORSED)

FILED

1975 Oct 14 pm 1:36

V. DENNIS WARDLE
COUNTY CLERK

BY DEPUTY Jeanne Cheatum

1 JAMES W. DILWORTH
LAW OFFICES
2 Suite 300
4075 Main Street
3 Riverside, California 92501
714-682-7930

4 Attorney for Plaintiff

Entered Oct 14 1975
Book 300 Page 310
V. DENNIS WARDLE, Clerk
By S. CATHERINE RODGERS
DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SAN BERNARDINO

11 SAN BERNARDINO VALLEY)
MUNICIPAL WATER DISTRICT,)

12 Plaintiff,)

13 vs.)

14 BESS CRAM ROBERTSON, et al.,)

15 Defendants.)
16

NO. 161022

FINAL ORDER OF CONDEMNATION

PARCELS 2-31.1, 2-31.2

17 Judgment in condemnation having been entered in the
18 above-entitled action and it appearing to the satisfaction of the
19 court that plaintiff has deposited in court or paid to the defendants
20 the sums required by said judgment and that the sums on deposit with
21 the county treasurer have been paid to said defendants in accordance
22 with said judgment,

23 IT IS ORDERED, ADJUDGED AND DECREED that the interest in
24 the real property hereinafter described is hereby condemned as an
25 easement for the purposes stated to become the property of
26 plaintiff; San Bernardino Valley Municipal Water District, for
27 public uses and purposes.

28 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a

1 certified copy of this final order of condemnation be recorded in
2 the office of the County Recorder of San Bernardino County,
3 California, and that upon such recording the interests in real
4 property and the title thereto shall vest in plaintiff, San
5 Bernardino Valley Municipal Water District, and all right, title,
6 and interest of defendants Bess Cram Robertson, Nellie Jane Cram,
7 and Federal Land Bank of Berkeley and all liens, charges, condi-
8 tions and restrictions upon the real property and interest
9 therein being condemned including all property taxes, assessments,
10 penalties and costs from and after the date of recording of this
11 order are terminated, cancelled and extinguished.

12 Said real property and the interest therein condemned is
13 described in Exhibit "A" attached hereto and incorporated herein
14 by reference.

15 APPROVED AS TO FORM AND SUBSTANCE:

16 SURR AND HELLYER

JAMES W. DILWORTH

17

18 BY Robert Brinckley
Attorney for defendants
19 Bess Cram Robertson, Nellie
Jane Cram

James W. Dilworth
Attorney for Plaintiff

20

21 DATED: OCT 14 1975

HENRY M. BUSCH
Judge of the Superior Court

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EXHIBIT "A"

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PARCEL 2-31.1

A perpetual easement fifty (50) feet in width, hereinafter described, to construct, reconstruct, remove, replace, repair, maintain, operate and use one or more pipelines together with braces, connections, fastenings, communications cable and other appliances and fixtures in connection therewith or appurtenant thereto for the transmission and distribution of water, including the right to inspect, alter, remove, replace, reconstruct and repair the said pipelines and appurtenances, the right to mark the location of said easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as condemnee shall make of the land within limits of said easement, and the right to use an additional twenty-five (25) feet on either side of said easement for a temporary period of two (2) years from entry on said property in connection with the initial construction of the pipelines and appurtenances; said easement to be exercised over, under, upon and across the following described real property in the County of San Bernardino, State of California:



CIVIL ENGINEERING : SURVEYING

February 6, 1973

B. C. ROBERTSON, N. J. CRAM
PARCEL NO. 2-31.1

A portion of that land described as Parcels No. 1 and 2 in the Decree of Distribution recorded June 28, 1965 in Book 6420, Page 123 of Official Records, said parcel being a portion of Section 2, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California according to Government Survey more particularly described as a strip of land 50 feet wide, lying 25 feet on each side of the centerline described below between Point "B" and Point "C":

Beginning at a point on the North line of said Section 2, which bears South 89° 50' 32" West, 829.88 feet from the North one-quarter corner of said Section 2, as per Parcel Map No. 807, recorded in Book 7, Page 86 of Parcel Maps, said point also being the beginning of a non-tangent curve, concave Northeasterly, having a radius of 1000.00 feet and a beginning tangent of South 52° 26' 33" East;

thence Southeasterly 17.28 feet along the arc of said curve, through a central angle of 0° 59' 25" to Point "A";

thence continuing Southeasterly 17.28 feet along the arc of said curve through a central angle of 0° 59' 25";

thence South 54° 25' 23" East, 1384.26 feet to Point "B";

thence South 54° 25' 23" East, 413.88 feet to Point "C";

thence South 54° 25' 23" East, 180.74 feet to the beginning of a tangent curve, concave Southwesterly and having a radius of 1000.00 feet;

thence Southeasterly, 37.90 feet along the arc of said curve through a central angle of 2° 10' 18" to Point "D";

thence continuing Southeasterly 12.54 feet along the arc of said curve through a central angle of 0° 43' 07";

thence South 51° 31' 58" East, 453.60 feet to Point "E", said Point "E" being a point on the South line of the Northwest one-quarter of the Northeast one-quarter of said Section 2 which bears South 89° 46' 11" West, 110.30 feet from the Southeast corner of said Northwest one-quarter of the Northeast one-quarter of Section 2 as per said Parcel Map No. 807.

The sidelines of said strip of land shall be lengthened or shortened so as to originate and terminate on the boundary lines of said Parcel No. 1 and 2.

Said centerline begins at a point on the North line of said Parcel No. 1 which is approximately 319.47 feet easterly of the Northwest corner of said Parcel No. 1 and terminates at a point on the East line of said Parcel No. 1 which is approximately 419.90 feet northerly of the Southeast corner of said Parcel No. 1.

Contains 0.475 acres, more or less.

Glen L. Ludwig
Glen L. Ludwig
Registered Civil Engineer No. 13191

1 PARCEL 2-31.2

2 A perpetual easement fifty (50) feet in width, hereinafter
3 described, to construct, reconstruct, remove, replace, repair, main-
4 tain, operate and use one or more pipelines together with braces,
5 connections, fastenings, communications cable and other appliances
6 and fixtures in connection therewith or appurtenant thereto for the
7 transmission and distribution of water, including the right to
8 inspect, alter, remove, replace, reconstruct and repair the said
9 pipelines and appurtenances, the right to mark the location of said
10 easement by suitable markers set and maintained in the ground at
11 locations which shall not interfere with such reasonable use as
12 condemnee shall make of the land within limits of said easement,
13 and the right to use an additional twenty-five (25) feet on either
14 side of said easement for a temporary period of two (2) years from
15 entry on said property in connection with the initial construction
16 of the pipelines and appurtenances; said easement to be exercised
17 over, under, upon and across the following described real property
18 in the County of San Bernardino, State of California:

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CIVIL ENGINEERING : SURVEYING

1253 E STREET • AREA 714 885-8294 • SAN BERNARDINO, CALIFORNIA 92401

March 5, 1973

BESS ROBERTSON & NELLIE CRAM
PARCEL NO. 2-31.2

A portion of the land described as Second Item distributed in the Decree of Distribution to Bess Robertson et al recorded June 28, 1965, in Book 6420, Page 123 of Official Records, said parcel being a portion of Section 2, Township 1 South, Range 3 West, San Bernardino Meridian, in the County of San Bernardino, State of California, according to Government Survey, more particularly described as a strip of land 50 feet wide, lying 25 feet on each side of the centerline described below between Point "B" and Point "C":

Beginning at Point "A", being a point on the centerline of Water Street which bears South 89° 46' 11" West (South 89° 55' 44" West per parcel map recorded in Book 7, Page 86 of Parcel Maps) 110.30 feet from a 1" Iron Pipe tagged L. S. 3035 at the centerline intersection of Waters and Weaver Streets, per said parcel map;

thence South 51° 31' 58" East, 140.41 feet to Point "B";

thence South 51° 31' 58" East, 821.13 feet to Point "C";

thence South 51° 31' 58" East, 95.91 feet to Point "D";

thence South 51° 31' 58" East, 728.18 feet to Point "E", said Point "E"

being a point on the East line of said Section 2 which bears South 0° 53' 40" West (South 1° 34' 30" West per County Surveyor's Map 1693) 2605.21 feet from an Iron Rod at the Northeast corner of said Section 2 per said County Surveyor's Map 1693.

The sidelines of said strip of land shall be prolonged or shortened so as to originate and terminate on the boundary of said Second Item.

Said Point "B" is at a point on the West line of said Second Item which is approximately 87.79 feet Southerly of the Northwest corner of said Second Item.

Contains 0.943 acres, more or less.

Glen L. Ludwig
Glen L. Ludwig
Registered Civil Engineer No. 13191

RECORDED IN OFFICIAL RECORDS
OCT 14 1975 AT 2 P.M.

V. DENNIS WARDLE
CLERK-RECORDER
SAN BERNARDINO COUNTY, CALIF.

NO FEE
B

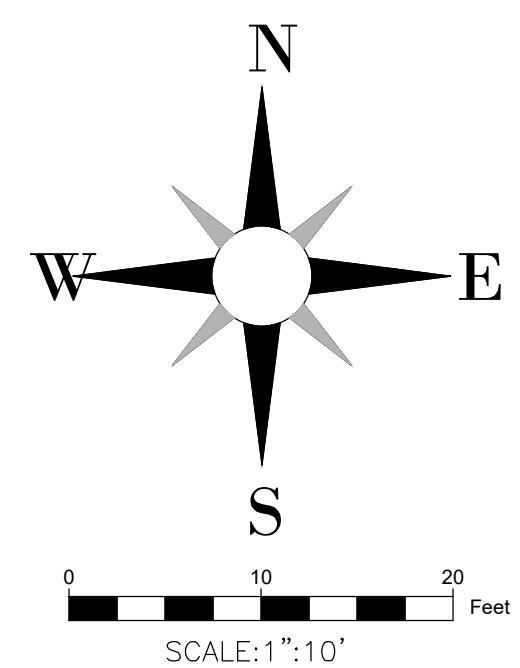
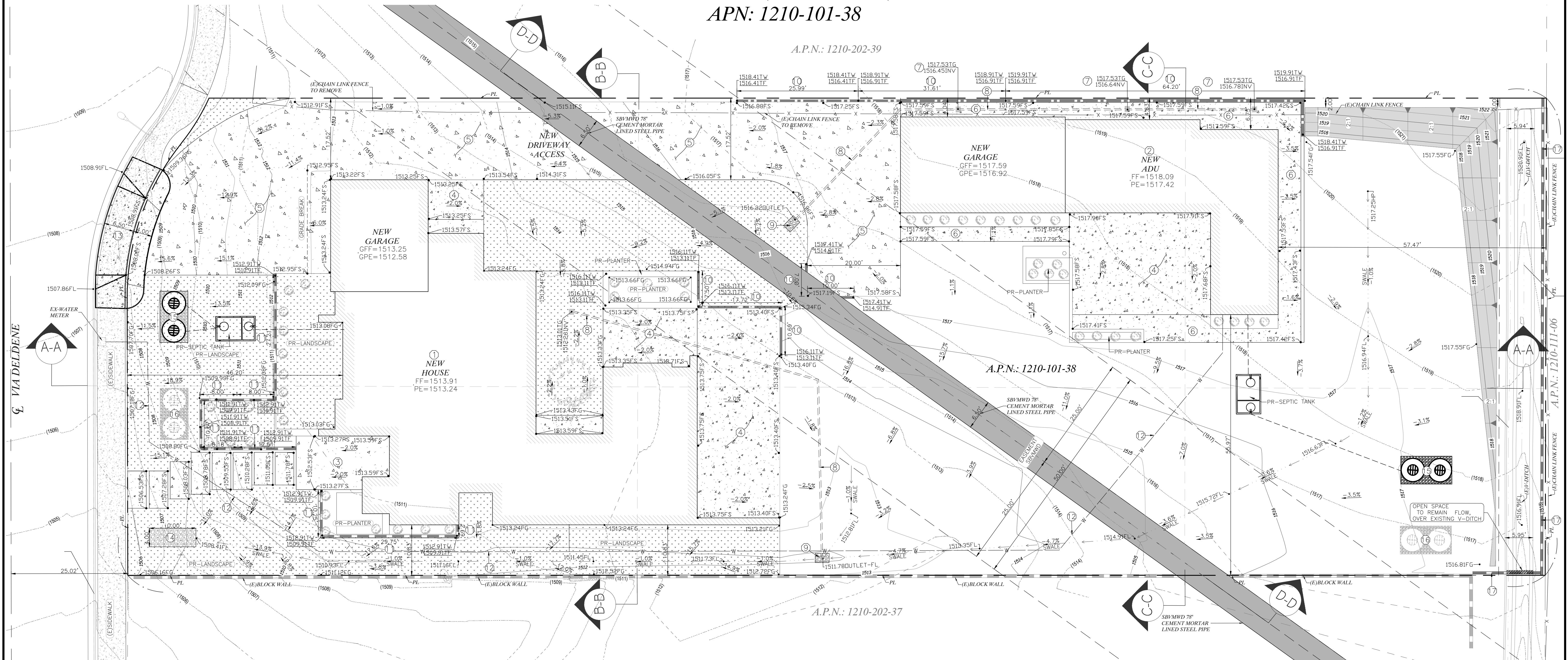


THE DOCUMENT TO WHICH THIS CERTIFICATION IS
ATTACHED IS A FULL, TRUE AND CORRECT COPY OF
THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.
ATTEST: OCT 14 1975

V. DENNIS WARDLE
County Clerk and Ex-Officio Clerk of the Superior Court
of the State of California, in and for the County of San
Bernardino.

BY Merle G. York DEPUTY

PRECISE GRADING PLAN
IN THE CITY OF HIGHLAND, CALIFORNIA
7415 VIA DELDENE, HIGHLAND, CA 92346
APN: 1210-101-38



ABBREVIATION

C	.....CENTER LINE
FF	.....FINISH FLOOR ELEVATION
FG	.....FINISH GRADE
FL	.....FLOW LINE ELEVATION
HP	.....HIGH POINT ELEVATION
LP	.....LOW POINT ELEVATION
MAX	.....MAXIMUM
MIN	.....MINIMUM
NG	.....NATURAL GROUND
PE	.....PAD ELEVATION
PL	.....PROPERTY LINE
TW	.....TOP OF WALL
TF	.....TOP OF FOOTING
L/S	.....LANDSCAPE

LEGEND

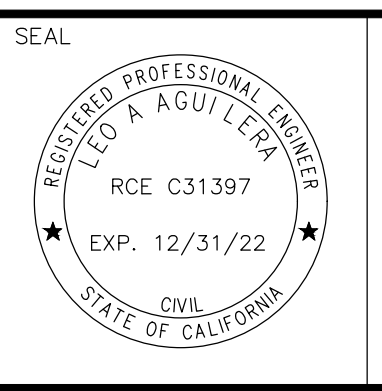
---	PROPERTY LINE	WM	EXISTING WATER METER
---	CENTER LINE	→	DIRECTION OF FLOW
---	EXISTING CONTOUR	⊙	EXISTING WIRE GUY
---	PROPOSED CONTOUR	⊙	EXISTING POWER POLE
---	EARTH SWALE	x	EXIST. CHAINLINK FENCE
---	PCC CONCRETE	---	EXIST. WATER LINE
---	EX. PCC CONCRETE	---	DEPTH FOOTING

CONSTRUCTION NOTES	QTY	
1	CONSTRUCT HOUSE PER ARCHITECTURAL PLAN.	1 EA
2	CONSTRUCT ADU PER ARCHITECTURAL PLAN.	1 EA
3	CONSTRUCT PORCH PER ARCHITECTURAL PLAN.	214.0 SF
4	CONSTRUCT COVER PATIO PER ARCHITECTURAL PLAN.	1,786.44 SF
5	CONSTRUCT 4" THICK CONCRETE DRIVEWAY ACCESS OVER 90% NATIVE COMPACTED.	3,793.00 SF
6	CONSTRUCT 4" THICK CONCRETE WALKWAY.	379.06 SF
7	INSTALL CATCH BASIN NDS 9" SERIES WITH SQUARE GRATE MODEL OR SIMILAR.	4 EA
8	INSTALL SCH 40, 4" PVC PIPE. UNDERGROUND %0.5 MINIMUM.	201.00 LF
9	CONSTRUCT RIP RAP, SEE DETAIL SHEET No. 3.	2 EA
10	CONSTRUCT RETAINING WALL H=5'MAX, PER SEPARATE PERMIT.	175.00 LF
11	CONSTRUCT GARDEN WALL H=3'MAX, PER SEPARATE PERMIT.	117.25 LF
12	INSTALL ON-SITE LATERAL WATER LINE, 1"Ø, PVC.	323.27 LF
13	CONSTRUCT RESIDENTIAL DRIVEWAY APPROACH W=17', (PER CITY STD. No. 211, PER SEPARATE PLAN AND PERMIT).	225.67 SF
14	CONSTRUCT GRAVEL PIT, SEE DETAIL SHEET No. 3.	1 EA
15	CONSTRUCT 2 X 5'Ø X 15' DEPTH, SEEPAGE PIT. PER SEPARATE PLAN.	2 EA
16	EXPANSION AREA OF SEEPAGE PIT SYSTEM.	2 EA
17	CONSTRUCT BLOCK WALL H=6' MAX.	117.00 LF



DIG ALERT
 CALL BEFORE YOU DIG
811

BENCHMARK
 SEE DETAIL IN HSEET No. 1



PLANS PREPARED UNDER THE SUPERVISION OF:
 DATE: _____

PLANS PREPARED BY:

 DATE: 03/01/2022
 LEO A. AGUILERA R.C.E. No. C31397 EXP. 12/31/22

REVISIONS

MARK	DESCRIPTION	APPR.	DATE	PLANNING

CITY OF HIGHLAND
 APPROVED BY: _____
 APPROVED BY: _____
 BUILDING AND SAFETY

PRECISE GRADING PLAN
 7415 VIA DELDENE
 HIGHLAND, CA 92346
 A.P.N: 1210-101-38
 DRAWER NO. _____
 SHEET **3** OF **5**

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

San Bernardino Valley Municipal Water District
Attn: Wen Huang
380 East Vanderbilt Way
San Bernardino, California 92408

APN: 1210-101-38

SPACE ABOVE LINE FOR RECORDER'S USE
NO FEE PER GOVERNMENT CODE SECTIONS 6103, 27383

FIRST AMENDMENT OF EASEMENT

THIS FIRST AMENDMENT OF EASEMENT (“*First Amendment*”) is made as of _____, 2022 (“*First Amendment Effective Date*”), by and between SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a California municipal water district organized and existing under the Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*) (“*Valley District*”), and AMELIA ERIKA VELARDE and RICARDO VELARDE SANCHEZ (collectively, “*Property Owners*”). Valley District and Property Owners are sometimes referred to herein individually as “*Party*” and collectively as “*Parties*”.

RECITALS

A. Property Owners own that certain real property commonly known as 7415 Via Deldene, City of Highland, County of San Bernardino, State of California, and more particularly identified as Assessor’s Parcel No. 1210-101-38 (“*Property*”).

B. Valley District holds an easement over, under, upon, and across a portion of the Property, as described in that certain Final Order of Condemnation, dated October 14, 1975, and recorded on October 14, 1975, at Book 8783, Page 1299, of Official Records of San Bernardino County (“*Easement*”).

C. The Parties now desire to amend the Easement upon the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Notwithstanding the restrictions on Property Owners’ uses under the Easement, Valley District hereby grants to Property Owners the right to construct, reconstruct, maintain, repair, replace, and remove within the Easement structural improvements, including posts, building overhangs, and appurtenances related thereto, solely in accordance with the plans and specifications attached as *Exhibit “A”* hereto and incorporated herein by this reference (collectively, “*Structural Improvements*”), subject to Valley District’s unrestricted continued use

of the Easement. Property Owners may not construct or install any other improvements within the Easement without obtaining Valley District's prior written consent, which consent may be conditioned or withheld in Valley District's sole and absolute discretion. Property Owners shall not plant any trees within the Easement, nor place, construct, or maintain any buildings or other structures of any kind (excepting pavement, curb, gutter, and sidewalks) therein, without Valley District's prior written consent.

2. In performing any work within the Easement: (a) Property Owners shall comply with all applicable laws, ordinances, and regulations, including without limitation all applicable regulatory, environmental, and safety requirements, at Property Owners' sole cost and expense; (b) Property Owners shall protect in place all of Valley District's facilities located within the Easement at Property Owners' sole cost and expense; (c) Property Owners shall be responsible for any damage to Valley District's facilities resulting from any exercise of the rights herein granted; (d) Property Owners shall immediately notify Valley District of any such damage; and (e) Valley District may repair and restore to their original condition any of Valley District's facilities that may be altered, damaged, or destroyed in connection with any exercise of the rights herein granted, at Property Owners' sole cost and expense.

3. Any work by Property Owners, or anyone working through or under Property Owners, affecting the surface or subsurface of the Easement shall be performed only after giving written notice to Valley District at least thirty (30) days in advance. The surface of the ground with respect to the distance from the ground surface to the top of any of Valley District's facilities located within the Easement shall not be changed by any party other than Valley District without the prior written consent of Valley District, which consent may be withheld or conditioned in Valley District's sole and absolute discretion, if it results in:

a. "Cutting" or removing the soil which leaves less than seventy-two (72) inches of soil over the top of Valley District's facilities located within the Easement; or

b. "Filling" or "hauling" in of soil which will leave more than nine (9) feet of soil over the top of Valley District's facilities located within the Easement.

4. Valley District expressly reserves for itself, and for its successors and its assigns, the right to exercise all rights and uses permitted under the Easement. Property Owners acknowledge and agree that Valley District's use of the Easement may involve damage to, or removal or destruction of, any Structural Improvements placed within the Easement by Property Owners or any structures to which such Structural Improvements may be attached, and Property Owners expressly waive all claims of compensation therefor. Property Owners shall be responsible for all costs and expenses in connection with any repair, replacement, or reconstruction of any Structural Improvements, or any structures to which such Structural Improvements may be attached, damaged, removed, or destroyed by Valley District in the exercise of Valley District's use of the Easement.

5. Property Owners shall indemnify, defend, and hold harmless Valley District and Valley District's successors and assigns, and the directors, officers, employees, contractors, and agents of each of them, from and against any and all claims, demands, losses, costs, expenses, fines, penalties, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature,

including reasonable attorneys' fees, arising out of or related to Property Owners' use of the Easement granted under this First Amendment.

6. This First Amendment contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, with respect to the subject matter of this First Amendment. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this First Amendment that are not fully expressed herein. Any ambiguity in the First Amendment or any of its provisions shall not be interpreted against the Party drafting the First Amendment.

7. No waiver by a Party hereunder at any time of any of the terms and conditions of this First Amendment shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

8. This First Amendment may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of the Parties.

9. Except as expressly modified in this First Amendment, all terms and conditions of the Easement shall remain in full force and effect.

10. This First Amendment shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto.

Dated: _____, 2022.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Heather P. Dyer
CEO/General Manager

Dated: _____, 2022.

AMELIA ERIKA VELARDE and RICARDO VELARDE SANCHEZ

AMELIA ERIKA VELARDE dotloop verified
05/05/22 11:56 PM PDT
ZVQD-UVCF-LWVJ-SOGX

Amelia Erika Valarde

Ricardo Velarde Sanchez dotloop verified
05/05/22 7:21 AM CEST
OVLX-TAG-PHYE-24W

Ricardo Velarde Sanchez

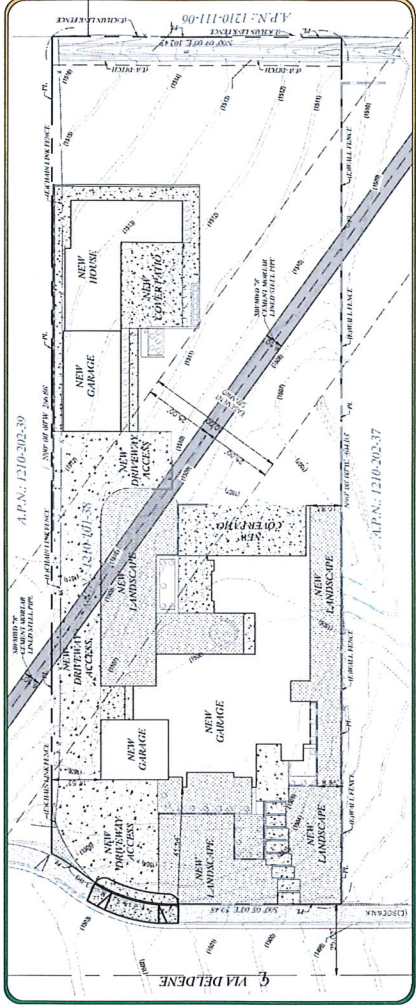
EXHIBIT "A"

PLANS AND SPECIFICATIONS OF STRUCTURAL IMPROVEMENTS

GRADING NOTES:

- ALL GRADING SHALL BE IN ACCORDANCE WITH THE CURRENT CITY ADOPTED EDITION OF THE CALIFORNIA BUILDING CODE AND THESE PROVISIONS.
- ALL PROVISIONS OF THE PRELIMINARY SOILS REPORT PREPARED BY DDC CORPORATION, DATED _____, SHALL BE COMPLIED WITH DURING GRADING OPERATIONS.
- THIS PLAN IS FOR GRADING PURPOSES ONLY. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL OF DRIVEWAY LOCATIONS OR SIZES, PARKING LOT LAYOUT, BUILDING OR STRUCTURE LOCATIONS OR SIZES, OR OTHER ITEMS NOT RELATED DIRECTLY TO THE BASIC GRADING OPERATIONS.
- CONTRACTOR (FORM PROVIDED BY CITY) FROM THE REGISTERED CIVIL ENGINEER AND SOILS/GEOTECHNICAL ENGINEER STATING THAT THE ROUGH GRADING HAS BEEN COMPLETED WITHIN THE SPECIFIED TOLERANCES AND SHALL BE AFFIXED TO ALL DRIVEWAY LOCATIONS PRIOR TO COMPLETION OF ANY NECESSARY PERMITTING RETAINING WALLS. (IF NO RETAINING WALLS ARE SHOWN ON THE PLAN DO NOT PUT THIS NOTE ON PLAN)
- CONTRACTOR (FORM PROVIDED BY CITY) FROM THE REGISTERED CIVIL ENGINEER STATING THAT THE FINE GRADING HAS BEEN COMPLETED PER THE APPROVED PLAN IS REQUIRED PRIOR TO OCCUPANCY PERMITS BEING ISSUED.
- CONTRACTOR IS RESPONSIBLE FOR EROSION, DUST, MUD, SILT, DEBRIS, AND TEMPORARY DRAINAGE CONTROL DURING GRADING OPERATIONS.
- ANY ON-SITE RETAINING WALLS WILL REQUIRE APPROVAL AS PART OF THESE PLANS. ANY WALLS, FENCES, STRUCTURES AND/OR APPEARANCES ADJACENT TO THIS PROJECT SHALL BE DESIGNED AND CONSTRUCTED TO MEET ALL CITY REQUIREMENTS AND ALL CITY SAID ITEMS IN ANY WAY. THE CONTRACTOR AND/OR DEVELOPER IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNERS.
- ANY IMPROVEMENT CONSTRUCTED IN THE PUBLIC RIGHT OF WAY WILL REQUIRE SEPARATE PLAN APPROVAL AND INSPECTION FROM THE CITY ENGINEER.
- ANY WALLS, FENCES, STRUCTURES AND/OR APPEARANCES ADJACENT TO THIS PROJECT SHALL BE DESIGNED AND CONSTRUCTED TO MEET ALL CITY REQUIREMENTS AND ALL CITY SAID ITEMS IN ANY WAY. THE CONTRACTOR AND/OR DEVELOPER IS RESPONSIBLE FOR WORKING OUT AN ACCEPTABLE SOLUTION TO THE SATISFACTION OF THE AFFECTED PROPERTY OWNERS.
- THE CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR ENSURING THAT RETAINING WALLS DO NOT INTERFERE WITH PROVISION OF UTILITIES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT COMPACTION HAS BEEN ATTAINED TO THE REQUIRED PERCENTAGE THROUGHOUT THE ENTIRE PROJECT AND TO OBTAIN ALL NECESSARY PERMITS AND INSPECTIONS FROM THE CITY ENGINEER.
- ALL APPROVALS OF PLANS DOES NOT RELIEVE THE DEVELOPER FROM THE RESPONSIBILITY FOR CORRECTION OR ERROR OR OMISSION DISCOVERED DURING CONSTRUCTION. UPON REQUEST THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CALL THE CITY ENGINEER'S OFFICE AT _____ WORK PERFORMED WITHOUT CALLING FOR INSPECTION MAY BE REJECTED AND, IF REJECTED, SHALL BE REDONE SOLELY AT THE CONTRACTOR'S EXPENSE.
- NO GRADING SHALL COMMENCE WITHOUT OBTAINING A GRADING PERMIT AND NOTIFYING THE CITY ENGINEER AT _____ TO SCHEDULE A PRE-GRADING MEETING TWO WORKING DAYS PRIOR TO THE START OF WORK.
- ALL ACTIVE IMPROVEMENT LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPLACED WITH 12-GAUGE DIPPED AND WRAPPED REINFORCED STEEL PIPE.
- FOR THE START OF GRADING, ALL EXISTING WEEDS AND DEBRIS, INCLUDING EXISTING STRUCTURES, FOOTINGS, FOUNDATIONS, RUBBLE, TREES AND ROOT SYSTEMS SHALL BE REMOVAL FROM THE SITE TO THE SATISFACTION OF THE SOILS ENGINEER.
- AFTER REMOVAL OF DEBRIS, ANY EXISTING FILL OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED TO THE SATISFACTION OF THE SOILS ENGINEER.
- THE EXPOSED SOILS SHALL THEN BE INSPECTED BY THE SOILS ENGINEER, AND ANY NECESSARY CORRECTIVE MEASURES SHALL BE TAKEN TO CORRECT ANY DEFICIENCIES WITH THE SOILS ENGINEER'S RECOMMENDATIONS AND AS CONTAINED IN THE SOILS REPORT.
- THE EXPOSED SOILS SHALL THEN BE RECLAIMED TO PROVIDE A BANK WITH NEW FILL BRUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO AT LEAST 95% OF THE MAXIMUM DENSITY, AS DETERMINED BY ASTM D1557-78 OR EQUIVALENT COMPACTION SHALL BE OBTAINED BY METHODS SPECIFIED BY THE SOILS ENGINEER.
- IF ANY UNDESIRABLE SOILS ARE ENCOUNTERED, THE SOILS ENGINEER SHALL BE NOTIFIED IMMEDIATELY. BROUGHT TO THE ATTENTION OF THE SOILS ENGINEER BEFORE PROCEEDING FURTHER.
- THE SOILS ENGINEER SHALL ALSO BE RESPONSIBLE TO VERIFY AND REPORT THAT PROPER COMPACTION HAS BEEN OBTAINED BY SUBCONTRACTORS AND AGENCIES CONCERNING UTILITY LOCATIONS, EXISTING AND PROPOSED, AND NOT LIMITED TO SERVICES, WATER LINES, ELECTRICAL, GAS AND LANDSCAPE IRRIGATION LINES.
- AN AS-BUILT GRADING PLAN AND THE SIGNATURES OF COMPLAINT FORMS FOR SAID GRADING PLAN WITH THE PROPER STAMPS AND SIGNATURES ARE TO BE SUBMITTED TO THE CITY ENGINEER PRIOR TO RELEASE OF GRADING BOND AND PRIOR TO FINAL GRADING INSPECTION.
- ANY DRIVE APPROACHES SHOWN ON THESE PLANS SHALL CONFORM TO CITY OF HIGHLAND STANDARDS. NOTE THAT 4" OF SIDEWALK AT A 2% SLOPE SHALL BE MAINTAINED BEHIND DRIVE APPROACHES PER TITLE 24 AND ADA REQUIREMENTS.
- THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (USA) PHONE NUMBER 811, TWO WORKING DAYS BEFORE DIGGING. NO INSPECTION WILL BE CONDUCTED UNLESS THE CONTRACTOR PROVIDES THE NECESSARY INFORMATION TO THE INVOLVED AGENCIES FOR UNDERGROUND UTILITIES. ALL UTILITIES SHALL BE MAINTAINED UNLESS THE AGENCY HAS BEEN PROVIDED AN INQUIRY IDENTIFICATION NUMBER BY USA.
- FOR GRADING OF AREAS OF 1 ACRE OR MORE, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL REPRESENTATIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) - SANTA ANA REGION AND/OR THE CITY OF HIGHLAND. PRIOR TO PERMIT ISSUANCE, SUBMITTAL OF CORRESPONDENCE FROM THE RWQCB STATING THE WQCB NUMBER IS REQUIRED.

**PRECISE GRADING PLAN
IN THE CITY OF HIGHLAND, CALIFORNIA
7415 VIA DELDENE, HIGHLAND, CA 92346
APN: 1210-101-38**



INDEX PLAN



- FOR INSPECTION PURPOSES, THE NORMAL WORK SHALL BE CONSIDERED AS 7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS FROM THE CITY ENGINEER. ANY WORK OUTSIDE THE ABOVE SPECIFIED WORKING HOURS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER SHALL BE CONSIDERED AS AN EMERGENCY AND SHALL BE SUBJECT TO A DEPOSIT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER TO BE USED AS PAYMENT FOR THE CITY ENGINEER'S SUPERVISOR'S TRAVEL EXPENSES.
- FOR INSPECTION PURPOSES, THE NORMAL WORK SHALL BE CONSIDERED AS 7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS FROM THE CITY ENGINEER. ANY WORK OUTSIDE THE ABOVE SPECIFIED WORKING HOURS WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER SHALL BE CONSIDERED AS AN EMERGENCY AND SHALL BE SUBJECT TO A DEPOSIT IN AN AMOUNT DETERMINED BY THE CITY ENGINEER TO BE USED AS PAYMENT FOR THE CITY ENGINEER'S SUPERVISOR'S TRAVEL EXPENSES.

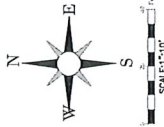
PRIVATE ENGINEER'S NOTE TO CONTRACTOR:

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. I, THE ENGINEER, AM RESPONSIBLE FOR THE DESIGN OF THESE IMPROVEMENTS. I ASSUME FULL RESPONSIBILITY FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH COUNTY PROCEDURES, APPLICABLE STANDARDS, AND REGULATIONS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS AN ENGINEER OF RECORD (E.A.R.), I AGREE TO INDEMNIFY AND HOLD THE CITY OF HIGHLAND, THE COMMUNITY AT LARGE, AND EMPLOYERS HARMLESS FROM ANY AND ALL LIABILITY OF CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM THE NEGLIGENCE, ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, ANY EMPLOYEES, AGENTS OR CONSULTANTS. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING COURSE OF CONSTRUCTION AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF HIGHLAND AND THE ENGINEER FROM AND AGAINST ALL LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER AND THE ENGINEER.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. I, THE ENGINEER, AM RESPONSIBLE FOR THE DESIGN OF THESE IMPROVEMENTS. I ASSUME FULL RESPONSIBILITY FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH COUNTY PROCEDURES, APPLICABLE STANDARDS, AND REGULATIONS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS AN ENGINEER OF RECORD (E.A.R.), I AGREE TO INDEMNIFY AND HOLD THE CITY OF HIGHLAND, THE COMMUNITY AT LARGE, AND EMPLOYERS HARMLESS FROM ANY AND ALL LIABILITY OF CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM THE NEGLIGENCE, ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, ANY EMPLOYEES, AGENTS OR CONSULTANTS.

I HEREBY DECLARE THAT I WILL BE RESPONSIBLE FOR THE DESIGN OF THE IMPROVEMENTS AND BE RESPONSIBLE FOR PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. I, THE ENGINEER, AM RESPONSIBLE FOR THE DESIGN OF THESE IMPROVEMENTS. I ASSUME FULL RESPONSIBILITY FOR THE LIMITED PURPOSE OF ENSURING THAT THE PLANS COMPLY WITH COUNTY PROCEDURES, APPLICABLE STANDARDS, AND REGULATIONS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY RESPONSIBILITY FOR THE DESIGN OF THESE IMPROVEMENTS. AS AN ENGINEER OF RECORD (E.A.R.), I AGREE TO INDEMNIFY AND HOLD THE CITY OF HIGHLAND, THE COMMUNITY AT LARGE, AND EMPLOYERS HARMLESS FROM ANY AND ALL LIABILITY OF CLAIMS, DAMAGES OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM THE NEGLIGENCE, ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, ANY EMPLOYEES, AGENTS OR CONSULTANTS.



PROJECT SITE
7415 VIA DELDENE
HIGHLAND, CA 92346
APN: 1210-101-38

LAND OWNER(S)/ APPLICANT(S)
LEO A. AQUILERA
7823 BOWWOOD CT
HIGHLAND CA 92346

SOURCE OF TOPOGRAPHY
TOPOGRAPHIC SURVEY WAS PERFORMED ON SEPTEMBER, 2020. USING 1/4" OF 1/4" DELTA PLANS. THE SPACING BEING 90.000' W PER TRACT NO. 12603.

GRADING QUANTITIES
CUT QUANTITIES 479.48 [CUBIC YARD]
FILL QUANTITIES 588.61 [CUBIC YARD]
IMPORT 119.12 [CUBIC YARD]

CIVIL ENGINEER OF RECORD:
LEO A. AQUILERA
2226 W ORANGE SHOW LANE
SAN BERNARDINO, CA 92408
PHONE: (951) 398-2100

ABBREVIATION

FC	EXISTING FINISH ELEVATION
PC	PROPOSED FINISH ELEVATION
HP	HIGH POINT ELEVATION
MA	MINIMUM GRAVITY ELEVATION
MIN	MINIMUM ELEVATION
MAX	MAXIMUM ELEVATION
PE	PROPOSED PAID ELEVATION
TP	TOP OF FINISH
TP	TOP OF FOOTING

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	WATER NOTES
3	PRECISE GRADING PLAN
4	SECTIONS AND DETAILS
5	EROSION CONTROL PLAN

LEGEND

---	PROPERTY LINE	---	EXISTING WATER WETER
---	EXISTING CONTOUR	---	DIRECTION OF FLOW
---	PROPOSED CONTOUR	---	EXISTING WIRE CUY
---	EARTH SWALE	---	EXIST. CHAINLINK FENCE
---	PCC CONCRETE	---	EXIST. WATER LINE
---	EX. PCC CONCRETE		



BENCHMARK: IVF 33
MARKED BY JJ
DATE 12/21/22
SPECIAL MARK: MAP 88
APPROVED BY: LEO A. AQUILERA

SOIL ENGINEER'S STATEMENT:
I, THE UNDERSIGNED SOILS ENGINEER, HAVE REVIEWED THESE PLANS AND ALL ASSURANCES CONTAINED ARE IN CONFORMANCE WITH THE CITY ENGINEER'S REQUIREMENTS AND ANY AMENDMENTS TO THIS SET. DATED SEPTEMBER 19, 2022, AND ANY AMENDMENTS THEREAFTER.

BY: DDC CORPORATION
REGISTERED NO. 031307
PRINT NAME: LEO A. AQUILERA
PHONE: (951) 398-2200

ESTIMATED DATE:
ESTIMATED DATE: 09/20/2022
COMPLETION DATE: 03/20/2022

EASEMENT NOTE:
50.0' EASEMENT SPRAWN

SEPARATION
DIVISION OF LABOR AND SKILLS
1000 W. MAIN ST., SUITE 100
HIGHLAND, CA 92346
TEL: (951) 398-2200 FAX: (951) 398-2100

TITLE SHEET
7415 VIA DELDENE
HIGHLAND, CA 92346
A.P.N.: 1210-101-38

APPROVED BY	APPROVED BY	DATE	DATE

PLANS PREPARED BY: LEO A. AQUILERA R.E. NO. 53137
DATE: 03/20/2022
DATE: 12/21/22

PLAN REVIEWED UNDER THE SUPERVISION OF:
DATE: 03/20/2022
DATE: 12/21/22

SEE DETAIL IN SHEET NO. 1

DIG ALERT
CALL BEFORE YOU DIG

811



GENERAL REQUIREMENTS

DESIGNER: The liability for this report is assumed by the design professional named above. The design professional is not responsible for the accuracy of the information provided by the client. The contractor, bonded in the State of California, that is working for the Designer, shall be responsible for the accuracy of the information provided by the client. The Designer shall be responsible for the accuracy of the information provided by the client. The Designer shall be responsible for the accuracy of the information provided by the client.

GENERAL NOTES TO BE INCLUDED ON THE CONSTRUCTION DOCUMENTS FOR THE PROPOSED CONSTRUCTION: 1. Owner/Contractor shall submit a copy of the proposed construction documents to the Designer for review and approval prior to any work within the Project Area. 2. Owner or contractor shall provide a Design/Construct/Inspect to be present for all construction performed within the SBWWD assessment. Inspector shall certify quality of workmanship and materials used.

10. No permanent structures to be constructed within the SBWWD assessment. 11. All construction shall be completed within the SBWWD assessment. 12. District to have an Inspector present whenever construction is doing any work in the Project Area. 13. All work shall be completed within the SBWWD assessment. 14. All work shall be completed within the SBWWD assessment. 15. All work shall be completed within the SBWWD assessment.

CONDITION 2: COVER DEPTH REDUCED TO LESS THAN 8 FEET DURING CONSTRUCTION AND/OR EQUIPMENT LOADS GREATER THAN THOSE ALLOWED AT CONDITION 1. SEE OTHER PAGES FOR DESIGN AND INSTALLATION, AWWA M11, BASE EDITION. 1. Contractor shall submit a copy of the proposed construction documents to the Designer for review and approval prior to any work within the Project Area. 2. Owner or contractor shall provide a Design/Construct/Inspect to be present for all construction performed within the SBWWD assessment. Inspector shall certify quality of workmanship and materials used.

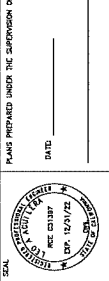
1. Prepared, the last 1 foot of cover over the Pipeline must be removed; 2. Submit plan for permanent separation between the Pipeline and the proposed construction, as necessary, to protect District facilities. Any modifications or additions) set be provided, in writing, by the District. 3. District to have an Inspector present whenever construction is doing any work in the Project Area.



WATER NOTES
7415 VIA DELDENE
HIGHLAND, CA 92346
A.P.N: 1210-101-38

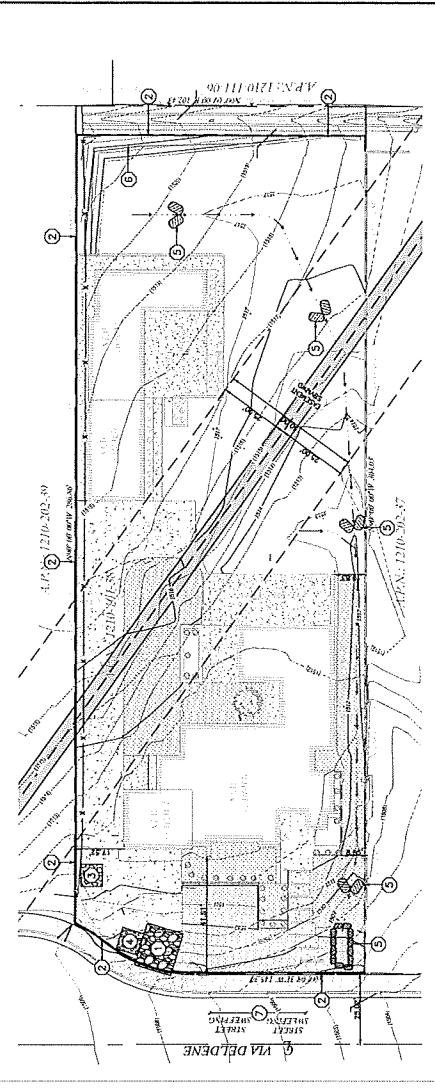
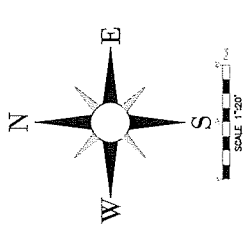
Table with columns: REVISIONS, APPROVED BY, DATE, DESCRIPTION, NAME, DATE, DESCRIPTION. Includes a signature and date: LEO A. ANDREWS, R.C.E., No. C13397, DATE: 12/31/22, DATE: 03/10/2023.

PLANS PREPARED UNDER THE SUPERVISION OF: [Signature]
DATE: 12/31/22
LEO A. ANDREWS, R.C.E., No. C13397



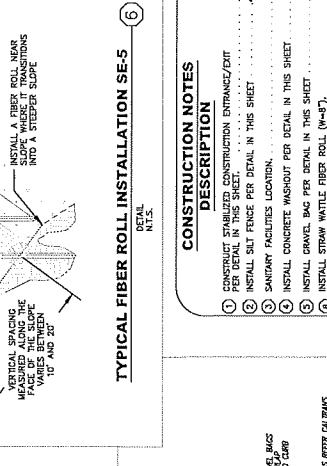
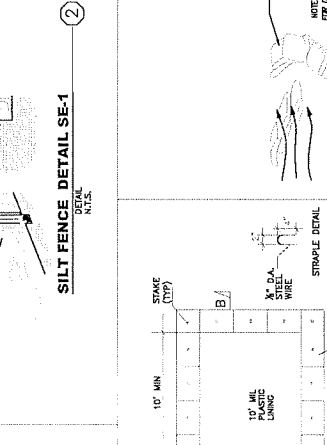
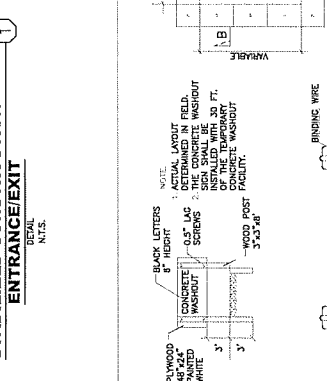
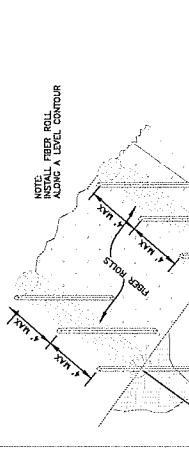
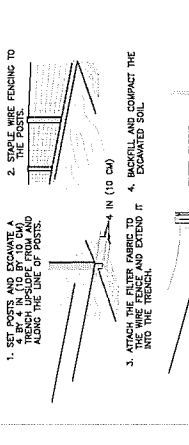
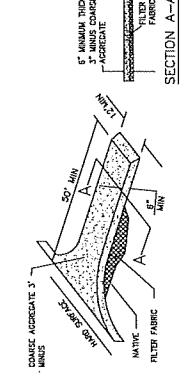
DIG ALERT
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811
SEE DETAIL IN SHEET No. 1
BENCHMARK

EROSION CONTROL PLAN
IN THE CITY OF HIGHLAND, CALIFORNIA
7415 VIA DELDENE, HIGHLAND, CA 92346
APN: 1210-101-38



EROSION AND SEDIMENT CONTROL:

- EROSION AND SEDIMENT CONTROL NOTES
- THE FOLLOWING GENERAL NOTES SHALL APPEAR ON THE FIRST SHEET OF EROSION AND SEDIMENT CONTROL PLANS.
- GENERAL NOTES
- EQUIPMENT AND MATERIALS FOR EROSION CONTROL SHALL BE AVAILABLE AT ALL TIMES TO FACILITATE RAMP CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
- THE DESIGN CIVIL ENGINEER SHALL SUPERVISE EROSION CONTROL WORK AND INSURE THAT WORK IS IN ACCORDANCE WITH THE APPROVED EROSION CONTROL PLAN.
- ALL REMOVABLE PROTECTIVE DEVICES SHOWN ON THE EROSION CONTROL PLAN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN PROBABILITY EXISTS.
- AFTER A WORKING DAY, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES, RESILING BASINS, ETC.
- GRADED AREAS AROUND THE TRACT PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRAFFIC AND AREAS WHERE IMPROVED WATER CREATES A HAZARDOUS CONDITION.
- RESILING BASINS, WHEN UTILIZED, ARE TO BE CONSTRUCTED AS CRADING OF INDIVIDUAL AREAS ARE COMPLETE FOR THE ROAD GRADING PLANS.
- TEMPORARY EROSION PROTECTION IS REQUIRED FOR MANUFACTURED SLOPES PRIOR TO PERMANENT PAVING.
- AREAS SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING ACCESS TO NEIGHBORING PROPERTIES).
- NO OBSTRUCTION OR DISTURBANCE OF NATURAL DRAINAGE COURSES OR EXISTING STORM DRAIN INLETS FACILITIES HAVE BEEN APPROVED AND INSTALLED TO CARRY SURFACE WATER TO A STREET, STORM DRAIN OR NATURAL WATER COURSE.
- THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER THAT STORM RUNOFF WILL BE PREVENTED FROM CAUSING EROSION DAMAGE TO ADJACENT PROPERTY AND DAMAGE TO OTHER NEIGHBORING RUNOFF AREAS.
- CONFORMANCE WITH THE EROSION CONTROL PLAN DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TO PREVENT ADJACENT PROPERTIES FROM POSSIBLE DAMAGE CAUSED BY ASHES AS A RESULT OF CONSTRUCTING SUCH FACILITIES AND ANY OTHER MEASURES WHICH ARE NECESSARY TO AVOID DAMAGE TO ADJACENT PROPERTIES AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT.
- WORKS CONSTRUCTED PRIOR TO OCTOBER 1, SHALL BE TREATED FOR EROSION CONTROL AS OCTOBER 15. SLOPES CONSTRUCTED AFTER OCTOBER 1, SHALL BE TREATED FOR EROSION CONTROL AS OCTOBER 15. SLOPES CONSTRUCTED PRIOR TO OCTOBER 15, SHALL BE CONSTRUCTED PRIOR TO ANY CONSTRUCTION OF SLOPE PROGRESSES IN INCREMENTS OF 25 FEET OR LESS MEASURED VERTICALLY.
- WHILE BEING BRUSHED UP TO GRADE AND THROUGH PROCESS OF COMPLETION PRIOR TO FINAL GRADING, SHALL BE PROTECTED BY VARIOUS MEASURES TO ELIMINATE EROSION AND THE SITUATION OF DOWNSTREAM FACILITIES AND ADJACENT AREAS. THESE MEASURES MAY INCLUDE, BUT NOT BE LIMITED TO, PROTECTED CUTSLOPES, CHECK BERMS, STORM DRAIN INLETS, SLOPES OF 4:1 OR STEEPER BY SLOPE DITCHES TO DISSEminate RUNOFF, PROTECTION SUCH AS SAND BAGS AROUND INLETS WHICH HAVE NOT BEEN BROUGHT TO GRADE, AND OTHER MEASURES TO BE CONSTRUCTED AND MAINTAINED THROUGHOUT ALL AREAS WHERE EARTHWORK OPERATIONS ARE NOT IN PROGRESS.
- TOP OF CUT BROW DITCHES, WHERE REQUIRED ON THE PLANS, SHALL BE CONSTRUCTED PRIOR TO EXCEEDING 12 FEET OF CUT MEASURED VERTICALLY.
- CLEARING AND GRUBBING SHOULD BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES WILL BE REQUIRED TO PROTECT AREAS WHICH HAVE BEEN CLEARED AND EXPOSED TO THE RAINY SEASON. THESE MEASURES MAY INCLUDE, BUT NOT BE LIMITED TO, GRADED DITCHES, LIMITS OF GRADING, AND SILT FENCES. ONE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND LIMITS OF GRADING AND SILT FENCES.
- AT THE COMPLETION OF BRUSH GRUBBING BUT BEFORE UNDERGROUND UTILITY INSTALLATION, EROSION CONTROL DEVICES NEED NOT BE PLACED IN AREAS OF ACTIVE CONSTRUCTION BUT SHALL BE AVAILABLE ON-SITE WHEN MAIN PROBABILITY EXISTS EROSION CONTROL MEASURES SHALL BE IMPLEMENTED.
- AT THE COMPLETION OF STREET PAVING, EROSION CONTROL SHALL BE PLACED AT AN ANGLE OF 45 DEGREES WITH THE CURB AND SHALL BEGIN AT THE CURB AND EXTEND A MINIMUM OF 8' FROM THE CURB (MEASURED PERPENDICULAR TO THE CURB). THE DISTANCE BETWEEN VELOCITY REDUCERS SHALL BE AS STATED ON THE PLANS. VELOCITY REDUCERS SHALL BE LIMITED TO SANDBAGS (NOT MORE THAN 6" X 8" X 18" MAXIMUM) GREATER THAN 6" X 50" MAXIMUM. VELOCITY REDUCERS SHALL NOT BE USED ON PAVED STREETS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPER FROM RESPONSIBILITY FOR THE CORRECTION OF ERROR AND OMISSION DISCOVERED DURING CONSTRUCTION, UPON REQUEST, THE REQUIRED PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.



CONSTRUCTION NOTES

QTY	DESCRIPTION
1 EA	CONSTRUCTIVE GRAVEL BAGS CONSTRUCTION ENTRANCE/EXIT PER DETAIL IN THIS SHEET
470.00 LF	INSTALL SILT FENCE PER DETAIL IN THIS SHEET
1 EA	SANITARY FACILITIES LOCATION
1 EA	INSTALL CONCRETE WASHOUT PER DETAIL IN THIS SHEET
30.00 EA	INSTALL GRAVEL BAG PER DETAIL IN THIS SHEET
1 EA	PER DETAIL IN THIS SHEET
1 EA	MAINTAIN STREET SWEEPING (SEE-7)

LEGEND

- INDICATES DIRECTION OF FLOW
- CONCRETE WASHOUT PIT
- GRAVEL BAGS
- SILT FENCE
- CONSTRUCTION ENTRANCE
- GRAVEL BAGS

APPROVED BY

CITY OF HIGHLAND

APPROVED BY

APPR. DATE

ISSUED FOR REVISION

NO. DATE DESCRIPTION

PLANS PREPARED UNDER THE SUPERVISION OF
DATE: 03/07/2023
DATE: 12/21/22

PLANS PREPARED BY: J. Kelly

EROSION CONTROL PLAN
7415 VIA DELDENE
HIGHLAND, CA 92346
APN: 1210-101-38

DIG ALERT
CALL BEFORE YOU DIG
811

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 _____)

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

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

WITNESS my hand and official seal.

Notary Public

(Seal)

ACKNOWLEDGMENT

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Notary Public

(Seal)