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December 21, 2006

Groundwater Management Agreement

Rancho California Water District

and

Pechanga Band of Luiseño Mission Indians

Original

GROUNDWATER MANAGEMENT AGREEMENT

THIS GROUNDWATER MANAGEMENT AGREEMENT ("***Agreement***") is made and entered into as of December 21, 2006 (the "***Effective Date***"), by and between the PECHANGA BAND OF LUISEÑO MISSION INDIANS, a federally recognized Indian Tribe ("***Pechanga***", which term shall include all individuals and governmental bodies having authority over the assumption or performance of obligations, or the exercise of rights, by the Pechanga Band of Luiseño Mission Indians hereunder) and RANCHO CALIFORNIA WATER DISTRICT, a public water district organized pursuant to California law ("***RCWD***").

RECITALS

A. Pechanga and RCWD are the primary water pumpers and users of water from within the Wolf Valley Groundwater Basin, as that term is defined below.

B The Parties have entered into a binding term sheet on September 12, 2006, pursuant to which the Parties have agreed, among other things, to negotiate a definitive agreement, being this Agreement, that will govern the terms and conditions pursuant to which they will manage jointly groundwater pumping from the Wolf Valley Groundwater Basin in a manner that does not exceed safe yield and that protects groundwater resources in the Wolf Valley Groundwater Basin for present and future uses.

C. Both Parties acknowledge that this Agreement relates solely to the management of groundwater pumping from the Wolf Valley Groundwater Basin.

AGREEMENT

In consideration of the respective representations, warranties, covenants and agreements contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Definitions

"***AAA***" has the meaning set forth in Section 6.5.

"***AAA Rules and Procedures***" has the meaning set forth in Section 6.5.

"***AFY***" means acre feet per Year.

"***Agency Agreement***" means a recorded document which assigns the water management of a property groundwater resource to RCWD for the benefit of all RCWD customers.

"***Agreement***" means this Groundwater Management Agreement.

"Annual Energy Index" means the percentage determined by dividing: (a) the electrical energy costs, expressed in cost per kilowatt hour, incurred by RCWD for electric energy it purchases for groundwater pumping in the Contract Year just prior to the Contract Year for which the Annual Energy Index is being calculated, by (b) the electrical energy costs, expressed in cost per kilowatt hour, incurred by RCWD for electric energy it purchases for groundwater pumping in the Contract Year that is two Contract Years prior to the Contract Year for which the Annual Energy Index is being calculated.

"***Annual Entitlement***" has the meaning set forth in Section 2.1.

"***Contract Year***" means a calendar year; provided that the first Contract Year after execution of this Agreement shall be for the period from the date of execution through the end of the next calendar year and the last Contract Year shall expire upon expiration of the Term.

"***Decision***" has the meaning set forth in Section 3.4.

"***Delivered Groundwater***" has the meaning set forth in Section 2.3.

"***Delivered Groundwater Charge***" has the meaning set forth in Section 2.3.4.

"***Delivered Groundwater Facilities***" means those facilities required for RCWD to transport and deliver Delivered Groundwater to Pechanga, as specified in Exhibit A.

"***Delivered Groundwater Facilities Site***" means any area on which the Delivered Groundwater Facilities will be located, including reasonable lay down areas, as delineated in Exhibit B.

"***Delivery Point***" means any point or points at which Delivered Groundwater is delivered to Pechanga under this Agreement. The initial Delivery Point shall be as specified in Exhibit A.

"***Dispute***" has the meaning set forth in Section 6.1.

"***Effective Date***" has the meaning set forth in the first paragraph of this Agreement.

"***Excess Pumping***", with respect to any Year, means the amount of groundwater by which the sum of the RCWD Annual Usage and the Pechanga Annual Usage inadvertently exceeds either the Provisional Safe Yield or the Safe Yield in effect for the relevant Year, as the case may be.

"***Exhibit***" means an exhibit to this Agreement, each of which is hereby incorporated herein by this reference.

"***Groundwater Records***" has the meaning set forth in Section 4.3.

"***Groundwater Reports***" has the meaning set forth in Section 4.1.

"***Mediation Procedures***" has the meaning set forth in Section 6.2.

"***Month***" means a calendar Month.

"***MWD***" has the meaning set forth in Section 2.3.9.

"***Party***" means, individually, Pechanga and RCWD, and "***Parties***" means both of them.

"***Pechanga***" has the meaning set forth in the first paragraph of this Agreement.

"***Pechanga Annual Usage***", with respect to any Year, means the sum of (a) the amount of groundwater pumped by Pechanga from the Basin during such Year, plus (b) the amount of Delivered Groundwater delivered to Pechanga by RCWD pursuant to this Agreement during such Year.

"***Pechanga Excess Pumping***", with respect to any Year, means the amount of water by which the Pechanga Annual Usage during such Year exceeds Pechanga's Annual Entitlement for such Year.

"***Provisional Safe Yield***" means three thousand (3,000) AFY, an amount of groundwater pumping deemed by the Parties on the Effective Date to be a conservative estimate of the Safe Yield.

"***RCWD***" has the meaning set forth in the first paragraph of this Agreement.

"***RCWD Annual Usage***", with respect to any Year, means the remainder of (a) the total amount of groundwater pumped by RCWD from the Basin during such Year, *minus* (b) the amount of Delivered Groundwater delivered to Pechanga by RCWD pursuant to this Agreement during such Year.

"***RCWD Excess Pumping***", with respect to any Year, means the amount of water by which the RCWD Annual Usage during such Year exceeds RCWD's Annual Entitlement for such Year.

"***RCWD Facility Requirements***" means the document entitled "Rancho California Water District Water System Facility Requirements", dated August 1, 1991, a copy of which is attached as Exhibit E.

"***Representative***" has the meaning set forth in Section 3.1.

"***Reservation***" means the reservation of the Pechanga Band of Luiseño Mission Indians, as delineated in Exhibit C.

"***Right of Way***" means RCWD's easements and rights of way on which the Delivered Groundwater Facilities Site will be located, as delineated in Exhibit B.

"***Safe Yield***" means the best professional estimate, following a comprehensive review and analysis of the best available groundwater, hydrologic and climatic data for the Basin, of the amount of groundwater available for pumping from the Basin in any given Year without causing an undesirable result.

"***Section***" means a section or subsection of this Agreement.

"***Technical Committee***" means the committee of technical experts appointed by the Parties pursuant to Section 3.1.

"***Term***" has the meaning set forth in Section 9.1.

"***Watermaster***" means the Santa Margarita Watermaster, appointed in the case of *United States v. Fallbrook Public Utility District, et al.*, CIV No. 1247-SD-T.

"***Wolf Valley Groundwater Basin***" or "***Basin***" means that groundwater located beneath Wolf Valley as more definitely depicted in Exhibit D.

"***Year***" means a calendar year, unless otherwise provided.

2. Annual Entitlements from the Basin

2.1 Annual Entitlement. The combined amount of groundwater pumped from the Basin by the Parties in any Year shall not exceed the Safe Yield. Subject to Section 2.2, each Party shall be entitled to pump no more than fifty percent (50%) of the Safe Yield in any given Year (for each Party, its "***Annual Entitlement***"). For purposes of calculating each Party's respective Annual Entitlement, the Safe Yield shall be calculated as follows:

2.1.1 For any Year prior to the Year in which the Safe Yield initially is determined by Decision of the Technical Committee, the Safe Yield shall be the Provisional Safe Yield.

2.1.2 For the Year during which the Safe Yield is initially determined by the Technical Committee, and for any Year thereafter, the Safe Yield shall be the Safe Yield as last determined by Decision of the Technical Committee in accordance with their responsibilities specified in Sections 3.5.1 and 3.5.2 and notified to the Parties.

2.2 Temporary RCWD Right to Pump Unused Pechanga Annual Entitlement. RCWD initially shall have the right, in addition to RCWD's Annual Entitlement for the relevant Year, to pump groundwater from the Basin in an amount equal to the positive remainder of (a) three thousand (3,000) AFY *minus* (b) the sum of the Pechanga Annual Usage as reported for the prior Year plus any RCWD Excess Pumping for the prior Year; provided, however, that such right shall exist only until the Year following the first Year during which reported Pechanga Annual Usage equals or exceeds one thousand five hundred (1,500) AFY. For any Year during which the additional pumping amounts are available to RCWD pursuant to this Section 2.2, any

reference to RCWD's Annual Entitlement herein shall be deemed to include such additional amounts with respect to such Year.

2.3 **Delivered Groundwater.** In lieu of actually pumping groundwater itself from the Basin, Pechanga may request RCWD to pump its Annual Entitlement, or any portion thereof, and deliver such water directly to Pechanga, pursuant to Water Code sections 1810 et seq. ("***Delivered Groundwater***"). Any amount of Delivered Groundwater shall not exceed and shall be subtracted from Pechanga's Annual Entitlement, and shall not be charged against RCWD's Annual Entitlement. With respect to Delivered Groundwater, the following shall apply:

2.3.1 Delivered Groundwater initially shall be delivered by RCWD to Pechanga at the Delivery Point specified in Exhibit A. Pechanga shall have the right at any time to designate other Delivery Points on the Reservation for purposes of delivery and receipt of Delivered Groundwater, subject to the following –

(a) Any new facilities constructed for purposes of any new Delivery Point shall be Delivered Groundwater Facilities for purposes of this Agreement, all other defined terms herein which relate to Delivered Groundwater Facilities shall be construed as referring to such new facilities, and Exhibit A and Exhibit B shall be modified or supplemented as required to reflect the scope and siting of, and any known additional approvals required for, the new Delivered Groundwater Facilities.

(b) This Agreement shall govern Pechanga's and RCWD's rights and obligations with respect to construction and use of such new Delivered Groundwater Facilities. Without limitation of the foregoing, Pechanga shall be responsible for all Delivered Groundwater Facilities Costs incurred with respect to any new Delivered Groundwater Facilities required to be constructed for purposes of establishing any new Delivery Point. Any new Delivered Groundwater Facilities shall be constructed and installed in compliance with the RCWD Facility Requirements, as they may have been amended at the time of such construction and installation.

(c) Pechanga, with RCWD's cooperation and assistance, shall obtain any approvals required for construction, ownership and operation of new Delivered Groundwater Facilities required for establishment of a new Delivery Point.

2.3.2 RCWD's obligation to deliver Delivered Groundwater to Pechanga pursuant to this Section 2.3 shall not commence until the Delivered Groundwater Facilities have been completed and accepted by RCWD in accordance with Section 5.1.

2.3.3 All Delivered Groundwater shall meet the same water quality standards applicable to any delivery of water by RCWD to any customer similarly situated to Pechanga.

2.3.4 For each acre foot of Delivered Groundwater actually delivered to Pechanga, Pechanga shall pay to RCWD an amount (the "***Delivered Groundwater Charge***"), being the sum of a fixed component and a variable component, determined as follows:

(a) During the first Contract Year, the fixed component amount shall be $56.00. Commencing in the second Contract Year, and in each Contract Year thereafter, the fixed component shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for the previous calendar year.

(b) During the first Contract Year, the variable component amount shall be $129.00. Commencing in the second Contract Year, and in each Contract Year thereafter, the variable component shall equal the well production costs set by RCWD for customers in Pressure Zone 1305.

2.3.5 RCWD shall deliver a statement to Pechanga with respect to Delivered Groundwater by the tenth (10th) business day of each Month. With respect to Delivered Groundwater delivered during the preceding Month, the statement shall set forth (i) the amount of Delivered Groundwater, and (ii) the aggregate Delivered Groundwater Charge. Each statement shall be accompanied by such information as is necessary to enable Pechanga reasonably to determine the accuracy of the statement.

2.3.6 Payments by Pechanga of amounts rightfully payable to RCWD as set forth in a statement rendered pursuant to Section 2.3.5 will be made to RCWD no later than fifteen (15) business days after delivery of the relevant statement. Payment shall be made by wire transfer to such bank account as may be designated in writing from time to time by RCWD, or by such other means as is mutually acceptable to the Parties.

2.3.7 In the event either Party discovers a discrepancy with respect to any statement, such Party shall promptly advise the other Party of such discrepancy. Adjustments for such discrepancies will be reflected on the next statement issued following verification of such discrepancy, but in no event, except in cases of fraud, will an adjustment be made for discrepancies discovered more than thirty-six (36) Months following the date of issuance of the relevant invoice.

2.3.8 Subject to the provisions of Section 2.3.9:

(a) Following commencement of deliveries of Delivered Groundwater and until termination of this Agreement as provided in Section 9.1, RCWD shall not have the right unilaterally to interrupt, suspend or terminate deliveries of Delivered Groundwater to Pechanga in the absence of a final arbitral award issued in accordance with Article 6 permitting such interruption, suspension or termination.

(b) Notwithstanding the provisions of Section 2.3.8(a), RCWD shall have the right to interrupt deliveries of Delivered Groundwater to the extent required to address emergencies involving, or to undertake repairs or maintenance to, the Delivered Groundwater Facilities or other facilities on RCWD's system. RCWD shall notify Pechanga (i) in advance, promptly following the scheduling of any repairs or maintenance that will cause an interruption of deliveries, and (ii) as soon as reasonably possible following an emergency that has caused an interruption of deliveries.

2.3.9 In the event that RCWD receives written notice from Metropolitan Water District of Southern California ("***MWD***") objecting to RCWD's delivery of Delivered Groundwater to Pechanga as being in violation of MWD's statutory authority and its rules and regulations, the following provisions shall apply:

(a) RCWD shall provide a copy of such written notice to Pechanga and shall cooperate with Pechanga in an effort to resolve the issue with MWD, including taking any procedural steps permitted under MWD's rules and regulations to appeal, protest or otherwise address the objection of MWD.

(b) Pechanga reserves the right at all times to litigate the right of RCWD to continue delivering Delivered Groundwater under the terms of this Agreement. RCWD (i) will not take any action that may prejudice any right of Pechanga to challenge a determination of MWD that RCWD's delivery of Delivered Groundwater under this Agreement is in violation of MWD's statutory obligations or rules and regulations, and (ii) will comply with any final judgment affirming RCWD's right to deliver Delivered Groundwater to Pechanga under this Agreement.

(c) RCWD shall continue deliveries of Delivered Groundwater hereunder unless and until the earlier of (i) its having received Pechanga's written notification that Pechanga will not challenge (or will not continue to challenge) MWD's determination, or (ii) in the event Pechanga does challenge such determination, issuance of a final judicial determination (following completion of all appeals or expiration of the time for filing appeals) that RCWD does not have the right to continue deliveries of Delivered Groundwater in accordance with this Agreement.

(d) In the event deliveries of Delivered Groundwater are discontinued pursuant to Section 2.3.9(c):

(i) Pechanga shall have the right to take Groundwater directly from an RCWD well, upon payment of the costs of connecting thereto; and

(ii) provisions of this Agreement will be amended as required to accommodate implementation of such Groundwater source.

2.4 Pechanga Annual Estimate of Pumping.

2.4.1 During the Term, Pechanga shall cause to be prepared and delivered to RCWD by January 31 of each Year, a good-faith estimate of:

(a) the amount of groundwater that Pechanga anticipates it will pump during the then current Year; and,

(b) the amount of Delivered Groundwater that Pechanga anticipates it will need delivered by RCWD during the then current Year.

2.4.2 Pechanga shall have no liability to RCWD related to the development by Pechanga or the use by RCWD of such estimates. RCWD shall be entitled to rely on such estimates of Pechanga for purposes of estimating the amount of groundwater from the Basin that is available for RCWD Annual Usage during such Year. Any RCWD Excess Pumping or Pechanga Excess Pumping resulting from reliance on such estimates shall be subject only to reconciliation pursuant to Section 2.5 and without reference to Pechanga's estimates provided pursuant to Section 2.4.1 with respect to the relevant Year.

2.5 Excess Use of Groundwater.

2.5.1 In the event of Excess Pumping during any Year, a determination shall be made of amounts of such Excess Pumping caused respectively by RCWD Excess Pumping and Pechanga Excess Pumping.

2.5.2 In the event of Pechanga Excess Pumping in any Year, the amount of Pechanga's Annual Entitlement for the next Year shall be reduced by the amount of such Pechanga Excess Pumping.

2.5.3 In the event of RCWD Excess Pumping in any Year, the amount of RCWD's Annual Entitlement for the next Year shall be reduced by the amount of such RCWD Excess Pumping.

2.5.4 Section 2.5 is meant to cover unintentional overruns that may occur because of the difficulty in precisely matching pumping to Annual Entitlement. This Section does not allow additional pumping intended to supplement Annual Entitlement in any given year.

3. Technical Committee

3.1 Composition. A committee of technical experts shall be appointed by the Parties to carry out the responsibilities set forth in this Section 3 (the "***Technical Committee***"). The Technical Committee shall be composed of (a) two (2) persons, one (1) each to be appointed by Pechanga and RCWD, each respectively to serve as the appointing Party's voting representative (each a "***Representative***"), and (b) any other persons appointed by either Party to participate in the Technical Committee meetings on such Party's behalf; provided, however, that only the Representative for each Party shall be authorized to present that Party's position or vote on that Party's behalf with respect to any matter on which the Technical Committee may have to decide. Each Representative shall have one (1) vote. In the event that the position of a Technical Committee member shall fall vacant due to the removal or resignation of such member, such vacancy shall be filled promptly by the appointing Party. If a Representative is unable to perform or is prevented from performing his or her duties, the Party having appointed such Representative shall temporarily designate an alternate Representative.

3.2 Cooperation. The Parties and their Representatives shall cooperate in good faith in Technical Committee deliberations and shall supply any information necessary, or requested by the Technical Committee, to facilitate the reaching of agreement and making of Decisions regarding the matters within the responsibility of the Technical Committee as specified in

Section 3.5. The Technical Committee shall use all reasonable efforts to reach agreement on the matters within its responsibility under Section 3.5.

3.3 Meetings. The Technical Committee shall hold a minimum of one (1) regular meeting every three (3) Months during the Term, at such time and place as shall be agreed by the Representatives, and at which meeting matters subject to Decision under this Agreement, or matters otherwise referred to the Technical Committee for Decision, shall be considered. Either Party may request that an extraordinary meeting of the Technical Committee be held at any other time, upon notice given to the other Party given at least ten (10) business days prior to such meeting and specifying the matter or matters to be considered. The Parties shall cooperate in good faith to schedule meetings of the Technical Committee at which, at a minimum, both Representatives will be present. Meetings of the Technical Committee shall be chaired alternately by the respective Representatives.

3.4 Decisions. Any approval, recommendation, decision or other action of the Technical Committee (a "***Decision***") shall be by unanimous vote of the voting Representatives. A Decision shall be final if the voting Representatives of both Parties accept such Decision in a written statement signed by such Representatives and delivered to each Party. Such written statement shall include all policies adopted by the Technical Committee and other documentation relevant to the Technical Committee's Decision. In the event that the voting Representatives are unable to reach agreement on any issue on which the Representatives are required to make a Decision, either Party may seek binding arbitration of such issue pursuant to the provisions set forth in Section 6.

3.5 Areas of Responsibility. The Technical Committee shall make Decisions regarding and be responsible for the following:

3.5.1 within twenty-four (24) Months following the Effective Date, making an initial determination of the Safe Yield;

3.5.2 considering and verifying or re-determining the Safe Yield on a periodic basis, at such times as may be deemed appropriate by the Technical Committee and notifying the Parties in writing of any changes made to the Safe Yield; and

3.5.3 any other actions or studies assigned to it upon the joint request of the Parties in writing from time to time.

3.6 Costs. Each Party shall bear the costs and expenses (a) associated with the participation of its respective Representative and other designees attending meetings of or otherwise assisting the Technical Committee, and (b) representing one-half of the costs and expenses incurred by the Technical Committee resulting from the conduct of its affairs and the fulfillment of its obligations under Section 3.5.

4. Reporting; Record-Keeping.

4.1 Monthly Groundwater Reports. During the Term and in accordance with the current reporting policies established by the Technical Committee from time to time, each Party shall cause to be prepared and delivered to the other Party reasonably detailed Monthly reports, based on information available to such Party, regarding quantities of Basin groundwater pumped, delivered, received or used by such Party during the preceding Month and the water levels in wells pumped during the preceding Month ("***Groundwater Reports***"). Each Party shall deliver its Groundwater Report to the other Party on or before the fifteenth (15th) day of the Month following the Month (or partial Month) to which such Groundwater Report relates. Each Party shall provide a copy of each of its reports to the Watermaster for his information. All statements of groundwater amounts pumped from the Basin shall be stated both in the aggregate and separately for each pumping site.

4.2 Annual Groundwater Reports. During the Term each Party shall cause to be prepared and delivered to the other Party and to the Watermaster, by the thirtieth (30th) day of April of each Year, an annual report providing a summary of the information provided in the Groundwater Reports pursuant to Section 4.1 herein for the preceding Year.

4. 3 Groundwater Records. During the Term each Party shall maintain accurate books of account and records of its groundwater testing, delivery (including invoicing), pumping or receipt (including records of payment) ("***Groundwater Records***"). Copies of any compilations and of all such Groundwater Records shall be retained for at least three (3) years. All the Groundwater Records shall be the property of the Party that keeps such Groundwater Records. All Groundwater Records of each Party shall be made available to the other Party upon two (2) business days notice, at the place of business of the Party keeping such Groundwater Records, during the Term and for at least three (3) years subsequent to the expiration or termination of this Agreement, for examination, audit, inspection and copying (at no expense to the Party keeping such Groundwater Records) solely for purposes of confirming the due performance of this Agreement and for no commercial purpose.

5. Construction of Water Delivery Infrastructure.

5.1 Requirements and Procedures. Design, engineering, construction, installation and transfer of the Delivered Groundwater Facilities shall be undertaken in accordance with, and be governed by, the RCWD Facility Requirements and such agreements as are entered by the Parties in compliance therewith. Notwithstanding application of the RCWD Facility Requirements, however, the Parties intend that the following provisions shall apply:

(a) RCWD undertakes to issue a "Notice to Proceed" in accordance with the construction agreement entered pursuant to the RCWD Facility Requirements without undue delay once applicable conditions precedent are met.

(b) Pechanga may select vendors, suppliers and contractors for procurement, design, engineering, construction and installation of the Delivered Groundwater Facilities in its discretion; provided, however, that the terms of agreements with such contractors are consistent

with the RCWD Facility Requirements and, provided, further, that Pechanga shall be primarily responsible to RCWD for the conduct of such contractors while on the Delivered Groundwater Facilities Site or elsewhere on the Right of Way.

(c) RCWD shall provide, or cause to be provided to, Pechanga and its contractors access to the Right of Way and to the Delivered Groundwater Facilities Site for purposes of completion of the Delivered Groundwater Facilities.

(d) Each of Pechanga and RCWD shall appoint a representative who has primary responsibility for communications and approvals concerning all matters relating to completion of the Delivered Groundwater Facilities.

(e) Inspections by RCWD of completed Delivered Groundwater Facilities that must be undertaken to verify compliance with the RCWD Facility Requirements shall be undertaken without undue delay.

(f) Upon successful completion of inspections verifying compliance of the Delivered Groundwater Facilities with the RCWD Facility Requirements, RCWD shall issue the "Notice of Completion" in accordance with the construction agreement entered pursuant to the RCWD Facility Requirements, and transfer of the Delivered Groundwater Facilities to RCWD shall be completed, without undue delay; provided, however, that subparagraph 5D of the form of Water System Construction Agreement included as "Appendix L" to the RCWD Facility Requirements shall not apply, and Pechanga shall not be required to enter an Agency Agreement with RCWD as a condition to issuance of the "Notice of Completion" or for any other purpose.

(g) Subject only to the provisions of Section 2.3.1, on and after transfer of the Delivered Groundwater Facilities to RCWD, Pechanga will have no further obligation to RCWD to construct and pay for additional facilities for the delivery of Delivered Groundwater, or to repair, maintain or replace the Delivered Groundwater Facilities.

5.2 Interpretation of Documents. It is intended that the provisions of Section 5.1 be construed in harmony with the RCWD Facility Requirements. In the event of a conflict between the terms of the RCWD Facility Requirements and the provisions of Section 5.1, the provisions of Section 5.1 shall prevail. In any event, the provisions of Article 6 of this Agreement shall apply to any disputes arising between the Parties under or in connection with the RCWD Facility Requirements.

6. Dispute Resolution

6.1 Amicable Resolution. The Parties agree to attempt to resolve all claims, disputes, controversies or other matters in question between the Parties arising out of, or relating to, this Agreement, including the deliberation, action or activity of the Technical Committee ("***Dispute***"), promptly, equitably and in a good faith manner.

6.2 Mediation of Technical Committee Disputes. Notwithstanding any other provision of this Section 6, with respect to any Dispute concerning the determination of Safe

Yield by the Technical Committee or any other matter assigned to the Technical Committee by or pursuant to this Agreement, before submitting such Dispute to arbitration, the Parties agree first to try in good faith to settle the dispute by requesting that the Watermaster serve as a mediator to resolve the Dispute by applying the process and rules of the Commercial Mediation Procedures of the American Arbitration Association ("***Mediation Procedures***"). If the Watermaster refuses or is unable to serve as a mediator, the Parties agree that either Party may submit the matter for mediation by the American Arbitration Association pursuant to the Mediation Procedures. If, under the Mediation Procedures, the mediator or either Party terminates the mediation of such Dispute, either Party may submit the Dispute to arbitration pursuant to this Section 6.

6.3 Submission to Arbitration. Either Party may submit any Dispute that cannot be resolved between the Parties to arbitration by written notice to the other Party irrespective of the magnitude thereof, the amount in dispute or whether such Dispute would otherwise be considered justiciable or ripe for resolution by any court or arbitral tribunal. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding, which award shall determine whether and when termination shall become effective (if applicable).

6.4 Notice of Arbitration. The notice for arbitration shall be given in accordance with Section 9.9 and shall specify with particularity the nature of the Dispute, the particular provisions of this Agreement that are at issue, and the proposed relief sought by the Party seeking arbitration.

6.5 Appointment of Arbitrators. The arbitration shall be conducted before a panel composed of three (3) arbitrators, each of whom shall be a person familiar, by profession or experience, with the issues in controversy. Within fourteen (14) business days after delivery of a notice of arbitration, each Party shall appoint an arbitrator, obtain its appointee's acceptance of such appointment and deliver written notification of such appointment and acceptance to the other Party. If a Party fails or refuses to select an arbitrator after fourteen (14) calendar days, an arbitrator may be chosen on behalf of such Party by the American Arbitration Association ("***AAA***") and in the manner provided in the American Arbitration Association Commercial Arbitration Rules and Procedures ("***AAA Rules and Procedures***"). Within fourteen (14) days of being appointed, the two (2) Party-appointed arbitrators shall jointly appoint the third (who shall be the chairperson), and shall obtain the acceptance of such appointment and deliver written notification of such appointment to the Parties. If a Party fails to appoint its arbitrator within the specified period, or if the two (2) arbitrators appointed fail to appoint the third arbitrator within a period of fourteen (14) business days after appointment of the second arbitrator, then such arbitrator shall be appointed by the AAA pursuant to the AAA Rules and Procedures.

6.6 Disqualification of Arbitrator. No person may serve as an arbitrator if, because of employment or other relationship with the Parties, the nature of the matter to be arbitrated, or otherwise, such person could not serve as a judge in such matter if such person were a judge.

6.7 Rules of Arbitration. Arbitration shall be conducted pursuant to the AAA Rules and Procedures in effect on the Effective Date; provided, however, that any waiver of sovereign immunity shall be governed solely and exclusively by Section 6.16.

6.8 Time. Time is of the essence in the resolution of Disputes pursuant to this Section 6. All deadlines shall be strictly enforced against the Parties.

6.9 Submission of Evidence. Each Party may submit evidence in writing to the arbitrators for their consideration within forty-five (45) calendar days after written notice of the arbitration request has been received.

6.10 Arbitral Hearing. The arbitrators may, in their sole discretion, determine whether a hearing would assist them in rendering a fair and equitable decision. In any event, such hearing, if held, must be held within sixty (60) calendar days after written notice of the arbitration request has been received.

6.11 Conduct of Arbitration. The arbitrators shall comply with and follow to the extent possible the AAA Rules and Procedures with respect to impartiality and independence, and shall render an independent, impartial review of the claim(s) presented, and each arbitrator shall act independently and shall not be either Party's representative. The arbitrators' deliberations are confidential and shall not be disclosed to third parties. Each arbitrator shall be disqualified as a witness, consultant or expert for either Party in any Dispute. No written communication shall be made between the arbitrators and a Party without the other Party receiving a copy, and no oral communications shall take place without the other Party being present.

6.12 Arbitral Award. The arbitrators shall render a reasoned decision and award, by majority vote, no later than ninety (90) calendar days after written notice of the arbitration request has been received.

6.13 Arbitral Remedies. The arbitrators may fashion any legal and equitable remedies that they deem necessary to provide appropriate relief to an aggrieved Party, including damages, injunctive relief and termination of this Agreement; provided, however, that in no event shall either Party be liable for indirect or consequential damages in connection with any breach hereof.

6.14 Enforcement of Arbitral Award. The arbitrators' decision will be final and binding on the Parties, will not be subject to appeal and may be entered as an order in any court of competent jurisdiction in the United States. Each Party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such order and for no other purpose. No Party will sue the other except for enforcement of the arbitrators' decision if the other Party is not performing in accordance with the arbitrators' decision. The provisions of this Agreement will be binding on the arbitrators and nothing in this Agreement shall be construed so as to permit the arbitrators to modify this Agreement.

6.15 Costs of Arbitration. The costs of the arbitration shall be shared equally by the Parties, but the Parties shall bear their own costs and attorneys' fees associated with their participation in the arbitration.

6.16 Limited Waiver of Sovereign Immunity. Pechanga hereby provides a strictly limited waiver of its sovereign immunity in any court of competent jurisdiction for the sole and exclusive purpose of enforcement of an arbitration award rendered pursuant to this Section 6. Pechanga does not waive any immunity or other rights it may have under law with respect to claims or causes of action by parties other than RCWD.

7. Future Cooperation

The Parties shall cooperate in good faith to develop additional potable and non-potable water supplies to satisfy any future needs that Pechanga may have.

8. Representations and Warranties

8.1 Representations and Warranties of Pechanga. Pechanga represents and warrants to RCWD as follows:

8.1.1 Its execution, delivery and performance of this Agreement have been duly authorized by all necessary action of the Pechanga Band of Luiseño Mission Indians.

8.1.2 It is not a party to any agreement, covenant or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on its ability to fulfill any of its responsibilities under this Agreement.

8.1.3 This Agreement constitutes a legal, valid, and binding obligation of Pechanga enforceable against it in accordance with its terms.

8.1.4 There is no pending or threatened action or proceeding against or affecting Pechanga before any tribunal or governmental authority which may, in any one case or in the aggregate, materially adversely affect the operations, properties, or business of Pechanga or the ability of Pechanga to perform its obligation under this Agreement.

8.1.5 Except as set forth in Exhibit F, to the best of Pechanga's knowledge, the validity of this Agreement, the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder will not require any permit, license, certificate, waiver, notice, approval, consent or similar authorization from any federal, state or local judiciary, regulatory or administrative body.

8.2 Representations and Warranties of RCWD. RCWD represents and warrants to Pechanga as follows:

8.2.1 Its execution, delivery and performance of this Agreement have been duly authorized by all necessary action of RCWD.

8.2.2 With the exception of wells owned and operated by Pechanga, all entities pumping groundwater from the Wolf Valley Groundwater Basin have entered into an Agency Agreement with RCWD and, with the exception of groundwater pumped by Pechanga, no

groundwater from the Wolf Valley Groundwater Basin is pumped by any person, partnership, government or private entity other than RCWD.

8.2.3 It is not a party to any agreement, covenant or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on its ability to fulfill any of its responsibilities under this Agreement.

8.2.4 This Agreement constitutes a legal, valid, and binding obligation of RCWD enforceable against it in accordance with its terms.

8.2.5 There is no pending or threatened action or proceeding against or affecting the RCWD before any tribunal or governmental authority which may, in any one case or in the aggregate, materially adversely affect the operations, properties, or business of RCWD or the ability of the RCWD to perform its obligation under this Agreement.

8.2.6 Except as set forth in Exhibit F, to the best of RCWD's knowledge, the validity of this Agreement, the execution and delivery by it of this Agreement and the performance by it of its obligations hereunder will not require any permit, license, certificate, waiver, notice, approval, consent or similar authorization from any federal, state or local judiciary, regulatory or administrative body.

8.3 **Breach of Representation or Warranty.** Any representation or warranty made by a Party in this Section 8 that shall prove to have been incorrect in any material respect as of the Effective Date shall be deemed to constitute a material breach of this Agreement by the Party giving such representation or warranty.

9. Miscellaneous Provisions

9.1 **Term; Termination.** The term of this Agreement (the "***Term***") shall commence on the Effective Date and shall remain in effect for an initial period of twenty five (25) years after the Effective Date, and shall automatically extend for one additional period of twenty five (25) years, unless terminated by a Party as of the end of the initial twenty five (25) year period by notice given to the other Party no less than one (1) year prior to the expiration of the initial twenty five (25) year period. Prior to expiration of the Term, this Agreement may be terminated (i) by mutual agreement of the Parties in a writing signed by both Parties; or (ii) as a result of a material breach of either Party's obligations herein as determined by an arbitral award issued pursuant to Section 6; or (iii) by operation of contract pursuant to Section 9.2.

9.2 **Termination for Dissolution.** This Agreement shall automatically terminate and be of no further force or effect, without further action required by Pechanga, in the event that RCWD, or any regulator, takes any action to: (a) legally dissolve RCWD; (b) discontinue or otherwise cease the operations or functions of RCWD, whether in whole or in part, in the capacity that they are performed by RCWD on the Effective Date; or (c) cause RCWD to fail or be unable to perform its obligations under this Agreement.

9.3 Release of Information. All press releases relating to this Agreement or the implementation of the transactions hereunder, and the method of the release for publication thereof, will be subject to the prior approval of both Parties, which approval shall not be unreasonably withheld.

9.4 No Settlement. This Agreement does not constitute a settlement of any kind between the Parties. Neither Party shall be construed as having made or accepted any admission of any kind in connection with this Agreement.

9.5 No Effect on Decree. Nothing in this Agreement shall be construed to modify, alter or affect the decree in *United States v. Fallbrook Public Utility District, et al.*, CIV No. 1247-SD-T.

9.6 Assignment. Neither Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, provided, however, that Pechanga may assign this Agreement without the prior consent of RCWD to another tribal entity of the Pechanga Band of Luiseño Mission Indians if the assignee assumes all of Pechanga's obligations under this Agreement and otherwise agrees to be bound by and consents to each of the provisions of this Agreement.

9.7 Third Parties. This Agreement shall not be binding upon, inure to the benefit of or confer rights upon any third parties.

9.8 Entire Agreement. This Agreement, together with the Exhibits, constitutes the entire agreement and understanding of the Parties in respect of the subject matter hereof and supersedes all prior understandings, agreements, statements, contracts or representations by or among the Parties and their agents, written or oral, to the extent they relate in any way to the subject matter hereof.

9.9 Notice. All notices, requests, payments, reports and other communications provided for or permitted to be given or made under this Agreement must be in writing and must be given by personal delivery, or by certified or registered United States mail (postage prepaid, return receipt requested), addressed as follows or addressed to such other address as the Party to receive such notice shall have designated by written notice as required by this Section 9.9. Notice or payment shall be deemed to have been effective and properly delivered or made on the earlier of (a) if given by personal delivery, the date of actual delivery, (b) if sent by certified or registered mail, the first business day that is at least four (4) calendar days after the notice or payment has been deposited in the U.S. mails in accordance with this Section 9.9:

As to Pechanga:

Mark Macarro
Chairman
Pechanga Band of Luiseño Indians
P.O. Box 1477
Temecula, CA 92593

With a copy to:

John Macarro
General Counsel
Pechanga Band of Luiseño Indians
P.O. Box 1477
Temecula, CA 92593

and to:

Donald R. Pongrace
Akin Gump Strauss Hauer & Feld LLP
1333 New Hampshire Avenue, NW
Suite 400
Washington, DC 20036

As to RCWD:

Dr. Brian J. Brady
General Manager
Rancho California Water District
42135 Winchester Road
Temecula, CA 92590

With a copy to:

Arthur Littleworth
Best Best & Krieger LLP
3750 University Avenue
Riverside, CA 92501

9.10 Service of Process. Any Party may make service on any other Party by sending a copy of the process by certified U.S. mail, as provided under Federal Rules of Procedure 4(d), to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.9.

9.11 Construction. This Agreement has been freely and fairly negotiated among the Parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of the authorship of any provision of this Agreement. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." The word "person" includes individuals, entities, regulators and other governmental bodies. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

9.12 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way, and shall not be considered in, the meaning or interpretation of this Agreement.

9.13 Amendments; Waivers. No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by Pechanga and RCWD. No waiver by a Party of any breach by the other Party of any of the terms or conditions of this Agreement, or of any right of such Party hereunder, shall be construed as a waiver of any subsequent breach by the other Party of the same or other terms or conditions, or of the future exercise by such Party of the same or any other right hereunder. Neither the failure nor any delay on the part of a Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or subsequent exercise of the same or of any other right or remedy.

9.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California, without regard to any choice of laws or conflicts of laws provisions which would direct the application of the laws of any other jurisdiction. The venue for arbitration proceedings shall be Riverside County, California.

9.15 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided, however, that, if any provision of this Agreement, as applied to a Party or to any circumstance, is determined not to be enforceable in accordance with its terms, the Parties agree that the provision may be modified in a manner consistent with its objectives such that it is enforceable, and/or specific words or phrases may be deleted, and in its modified form, such provision will then be enforceable and will be enforced.

9.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original but all of which, taken together, shall constitute one and the same instrument. This Agreement shall become effective as of the Effective Date when one or more counterparts have been signed by both Parties and a copy of the fully executed version is delivered to each Party.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF:

Rancho California Water District has caused this Groundwater Management Agreement to be executed by its duly authorized representative as of the Effective Date.

RANCHO CALIFORNIA WATER DISTRICT

By: _____

Name: Bennett R. Drake

Title: President of the Board of Directors

AND ***[Tribe Signature Follows]***

IN WITNESS WHEREOF:

The Pechanga Band of Luiseño Mission Indians has caused this Groundwater Management Agreement to be executed by its duly authorized representative as of the Effective Date.

PECHANGA BAND OF LUISEÑO MISSION INDIANS

By: _____

Name: Mark Macarro

Title: Tribal Chairman

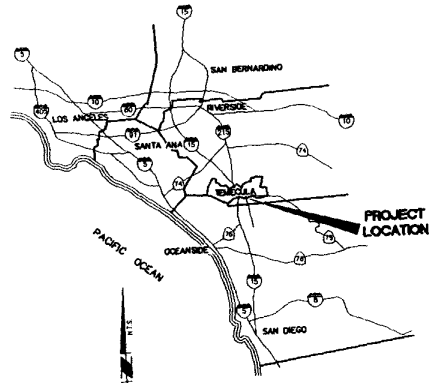
List of Exhibits

No.	Title
A	Delivered Groundwater Facilities
B	Delivered Groundwater Facilities Site; Right of Way
C	Reservation
D	Wolf Valley Groundwater Basin
E	RCWD Water System Facility Requirements
F	Required Approvals

Exhibit A

Delivered Groundwater Facilities

RANCHO CALIFORNIA WATER DISTRICT
CONSTRUCTION PLANS
FOR
PECHANGA RESORT AND CASINO
DOMESTIC WATER METER CONNECTION
(PROJECT NO. LXXXX)



VICINITY MAP
N.T.S.

LIST OF DRAWINGS

1. TITLE SHEET
2. GENERAL NOTES AND NOTIFICATIONS
3. PLAN AND PROFILE PECHANGA PARKWAY
4. MECHANICAL DETAILS
5. TRAFFIC CONTROL PLAN
6. TRAFFIC CONTROL PLAN
7. TRAFFIC CONTROL PLAN

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE COUNTY OF RIVERSIDE AND RANCHO CALIFORNIA WATER DISTRICT

	ITEM	QUANTITY
1	RESTRAINED 12" PVC C-900 PIPE CL-200 PER RW-25, R-22	111 LF
2	CONCENTRIC REDUCER FLANGED	2 EA
3	IP PIPE	5 LF
4	DI PIPE FLG. X FLG	7 LF
5	ELBOW F G	1 EA
6	ELBOW F	1 EA
7	ELBOW FLG.	1 EA
8	TEE LG.	1 EA
9	ELBOW FE X MJ (RESTRAINED)	1 EA
10	ECCENTRIC REDUCER FLANGED	1 EA
11	ECCENTRIC REDUCER FLANGED	1 EA
12	8" "DRESSER" SLEEVE COUPLING	1 EA
13	16" RESTRAINED FLANGE ADAPTER "EBAA IRON" SERIES 2100	2 EA
14	12" RESTRAINED FLANGE ADAPTER "EBAA IRON" SERIES 2100	1 EA
15	12" RESILENT WEDGE GATE VALVE FLG X FLG PER RW-30, RW-31	1 EA
16	8" RW GATE VALVE OS & Y WITH LOCK AND CHAIN	2 EA
17	10" RW GATE VALVE OS & Y WITH LOCK AND CHAIN	1 EA
18	10" DI 90° ELBOW FLG X MJ (RESTRAINED)	2 EA
19	12" DI 90° ELBOW FLG X FLG	1 EA
20	6" METER ASSEMBLY "BADGER" RECORD ALL COMBO METER W/BRONZE TAMPER RESISTANT REGISTERS (DISTRICT FURNISHED)	1 EA
21	10" BACKFLOW PREVENTION DEVICE "FEBCO" 806	7 LF
22	INSTALL 12" DI PIPE CL-55 FLG X FLG	1 EA
23	16" X 12" CONC. REDUCER FLANGED	2 EA
24	INSTALL PIPE SUPPORTS PER RW-19	2 EA
25	10" FLG. COUPLING ADAPTER (RESTRAINED)	1 EA
26	THRUST BLOCK PER RCWD RW-26	12 LF
27	2"x4" REDWOOD HEADER	

BENCHMARK:
RIVERSIDE COUNTY DESIGNATION: T-4-81
2 1/2" BRASS DISK IN CONCRETE CYLINDER STAMPED "T-4-81" 5.0 MI. SOUTHEAST ON HWY. 79 SOUTH FROM THE INTERSECTION OF MAIN & FRONT STREET IN TEMECULA, 41' N. OF HWY 79, 4' W. OF P.P. #1623426E ON EDGE OF CULTIVATED FIELD. SET FIBERGLASS WITNESS POST 1' N. OF MONUMENT.
DATE: 9-13-82 ELEV. 1120.588

BASIS OF BEARING

S FOR THIS PLA IN THE LINE BETWEEN INYON 1" AND "L" (POSITIONS PER NATIONAL RVEY, GRS80 EL. EPOCH 1995.5) AS SHOWN FILED IN BOOK THROUGH 65 OF RECORDS IN THE OFFICE RECORDER OF RIVERSIDE IFORNIA, BEING

ENGINEERS NOTE

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, IDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

LEGEND

- PROPOSED WATER MAIN
- HIGH PRESSURE GAS
- EXISTING WATER MAIN
- EXISTING SEWER
- EXISTING STORM DRAIN
- EXISTING ELECTRIC
- EXISTING GAS
- EXISTING TELEPHONE
- CABLE TV
- SIGNAL INTERCONNECT CONDUIT
- EXISTING AIR/VAC & AIR RELEASE
- EXISTING SURFACE OVER ℄ PIPE
- ROAD CENTERLINE
- RIGHT OF WAY
- EDGE OF PAVEMENT
- EXISTING UTILITY LOCATION (PROFILE)
- EXISTING FIRE HYDRANT
- PROPOSED FENCE

Underground Service Alert
CALL TOLL FREE 1-800-422-4133
TWO WORKING DAYS BEFORE YOU DIG

TOP # LD06-256C0
PERMIT # LD06-257C0

1305 PRESSURE ZONE

GRAPHIC SCALE FOR REDUCED DRAWINGS (40 0 40 80 120)

DATE	BY	REVISIONS	APP'D	DATE

APPROVED BY: MICHAEL J. BOECK R.C.E. NO. 66417 EXP. 6-30-08
DATE:
DRAWN FMM | SCALE AS NOTED | RECOMMENDED FOR SIGNATURE
DESIGNED FMM | JOB NUMBER 15101569
CHECKED JRB | DATE 9/19/06 | DATE:

RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION

Rancho Water — Rancho California Water District

RANCHO CALIFORNIA WATER DISTRICT
APPROVED DIRECTOR OF ENGINEERING DATE
APPROVALS
ENGINEERING DATE | CONTRACTS DATE | OPERATIONS DATE | MAINTENANCE DATE

PECHANGA RESORT AND CASINO METER CONNECTION (PROJECT NO. LXXXX)
TITLE SHEET

SHEET 1 OF 7 SHEETS
FILE NO.

RANCHO CALIFORNIA WATER DISTRICT
GENERAL CONSTRUCTION NOTES

1. GENERAL
   A. CONTRACTOR SHALL FURNISH AND INSTALL ALL FACILITIES IN ACCORDANCE WITH THE DISTRICT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR WATER AND SANITARY SEWER FACILITIES (DATED JULY 1, 1999 OR LATEST REVISION). THE SPECIFICATIONS AND STANDARD DRAWINGS ARE AVAILABLE FROM THE DISTRICT. CONTRACTOR SHALL BE IN POSSESSION OF DISTRICT'S SPECIFICATIONS AND STANDARD DRAWINGS ON THE JOB SITE AT ALL TIMES.
   B. ALL PERMITS REQUIRED BY LAW SHALL BE ACQUIRED BY THE APPLICANT OR THEIR CONTRACTOR.
   C. ALL CONSTRUCTION SHALL CONFORM TO CURRENT CAL OSHA SAFETY REQUIREMENTS.
   D. APPROVAL BY RCWD IMPLIES NO PERMISSION OTHER THAN THAT WITHIN THE DISTRICT'S JURISDICTION. REQUIREMENTS OF RCWD SHALL TAKE PRECEDENCE OVER REQUIREMENTS OF OTHER AGENCIES ONLY WHEN RCWD REQUIREMENTS ARE GREATER.
   E. CONTRACTOR SHALL NOTIFY RCWD'S CONTRACTS MANAGER A MINIMUM OF ONE WEEK PRIOR TO STARTING CONSTRUCTION.
   F. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION REQUESTING A SYSTEM SHUTDOWN FOR CONNECTIONS TO EXISTING SYSTEM. SAID NOTIFICATION SHALL BE MADE A MINIMUM OF THREE WEEKS PRIOR TO SAID SHUTDOWN TO THE RCWD CONTRACTS MANAGER.
   G. CONTRACTOR SHALL DESIGNATE A QUALIFIED SUPERINTENDENT WITH FULL AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. SAID SUPERINTENDENT SHALL BE ON THE JOB SITE AT ALL TIMES.
   H. CONTRACTOR SHALL PERFORM ALL WORK UNDER RIVERSIDE COUNTY ROAD DEPARTMENT JURISDICTION IN ACCORDANCE WITH ALL REQUIREMENTS OF SAID DEPARTMENT OR C.S.D. INCLUDING TRAFFIC CONTROL, PAVEMENT REMOVAL, TEMPORARY PAVEMENT PLACEMENT, PERMANENT PAVEMENT PLACEMENT (INCLUDING BASE MATERIAL) AND TEMPORARY AND PERMANENT TRAFFIC STRIPING.

2. PIPELINE AND APPURTENANCES
   A. ALL VALVES, PIPING, AND APPURTENANCES SHALL BE DESIGNED TO MEET OR EXCEED THE SPECIFIED MINIMUM DESIGN PRESSURE SHOWN ON THE PLAN/PROFILE SHEETS. IN ADDITION, ALL VALVES, PIPING, AND APPURTENANCES SHALL BE TESTED AT A PRESSURE OF 10% OVER SAID MINIMUM DESIGN PRESSURE. VALVES SHALL BE CAPABLE OF WITHSTANDING SAID TEST PRESSURE IN A CLOSED POSITION.
   B. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF RANCHO CALIFORNIA WATER DISTRICT, RIVERSIDE COUNTY, AND THE AMERICAN WATER WORKS ASSOCIATION STANDARDS. FAILURE TO MEET ANY REQUIREMENTS OF THE ABOVE REFERENCED AGENCIES WILL BE CAUSE FOR REJECTION.
   C. WATERLINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD DRAWING NOS. RW-22, RW-25, RW-30, & RW-31.
   D. THRUST BLOCKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCWD STANDARD DRAWING NO. RW-26.

3. UTILITIES
   A. AT LEAST 48 HOURS BEFORE COMMENCING ANY EXCAVATION, CONTRACTOR SHALL REQUEST UNDERGROUND SERVICE ALERT (1-800-227-2600) AND NON-MEMBER COMPANIES, OR UTILITIES TO MARK OR OTHERWISE INDICATE THE LOCATION(S) OF THEIR SUBSURFACE FACILITIES INCLUDING, BUT NOT LIMITED TO, STRUCTURES INCLUDING VAULTS, MAIN CONDUCTORS OR CONDUITS, AND SERVICE CONNECTIONS.
   B. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AT PROPOSED CONNECTIONS AND CROSSINGS AND VERIFY ELEVATIONS, LOCATIONS, AND SIZE OF EXISTING FACILITIES.
   C. CONTRACTOR SHALL NOT INTERRUPT OR DISTURB ANY UTILITY FACILITY WITHOUT AUTHORITY FROM THE UTILITY. WHERE PROTECTION IS REQUIRED TO ENSURE INTEGRITY OF UTILITY FACILITIES (INCLUDING DISTRICT-OWNED UTILITIES) CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY PROTECTION.
   D. WHENEVER A WATERLINE ENCOUNTERS A STORM DRAIN PIPE OR OTHER OBSTRUCTION AND CROSSING OVER THE OBSTRUCTION WILL RESULT IN LESS THAN 42" OF COVER OVER THE TOP OF THE WATER THE WATERLINE SHALL CROSS UNDER THE OBSTRUCTION WITH A MINIMUM CLEARANCE OF 12".

4. CONSTRUCTION DRAWINGS
   A. MINIMUM PIPE COVER SHALL BE 42" FROM FINISHED GROUND SURFACE.
   B. WATER SYSTEM PROFILE ELEVATIONS ARE TO FLOW LINE OF PIPE.
   C. STATIONING FOR PIPELINE AS SHOWN ON PLAN.
   D. SEPARATION BETWEEN SEWER AND WATER SHALL CONFORM TO RIVERSIDE COUNTY STANDARD NO. 817 AND RCWD STANDARD DRAWING S-23.

5. CONSTRUCTION TOLERANCES
   PIPELINES SHALL BE CONSTRUCTED SO THAT ACTUAL FLOW LINE ELEVATIONS ARE WITHIN 0.1 FOOT OF DESIGN FLOW LINE ELEVATIONS. PIPELINES, WHEN INSTALLED, SHALL HAVE CONTINUOUS UPGRADE OR DOWNGRADE, CORRESPONDING WITH DESIGN SLOPE, WITHOUT ANY HIGH SPOTS. PIPELINES SHALL BE CONSTRUCTED SO THAT ACTUAL PIPELINE CENTERLINES ARE WITHIN 0.1 FOOT OF DESIGN PIPELINE CENTERLINES.
   PIPELINE CONSTRUCTION SHALL CONFORM WITH CONSTRUCTION DRAWINGS IN ACCORDANCE WITH THE ABOVE SPECIFIED TOLERANCES. CONTRACTOR SHALL ASSIST DISTRICT AS REQUIRED TO CONFIRM COMPLIANCE WITH CONSTRUCTION TOLERANCES. CONTRACTOR SHALL MAKE OR ASSIST IN MAKING ALL NECESSARY MEASUREMENTS AS DETERMINED BY DISTRICT.

6. ENGINEERING FIRM
   PRIOR TO SIGNING OF WATER CONSTRUCTION DRAWINGS BY RCWD, ALL QUESTIONS CONCERNING THIS PROJECT SHALL BE DIRECTED TO:

   JOHN BARNES
   VICE PRESIDENT
   RBF CONSULTING
   PHONE : (951) 676-8042

NOTIFICATIONS

CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITY COMPANIES AT LEAST 48 HOURS IN ADVANCE OF STARTING CONSTRUCTION:

UNDERGROUND SERVICE ALERT	(800) 422-4133
RANCHO CALIFORNIA WATER DISTRICT	(951) 296-6900
EASTERN MUNICIPAL WATER DISTRICT	(951) 928-6107
SOUTHERN CALIFORNIA EDISON COMPANY	(626) 302-1212
SOUTHERN CALIFORNIA GAS COMPANY	(800) 227-2600
GENERAL TELEPHONE COMPANY	(800) 227-2600
CITY OF TEMECULA ENGINEERING DEPT.	(951) 694-6400
COUNTY OF RIVERSIDE	(951) 955-6790
VERIZON	(951) 715-4665
ADELPHIA TV	(951) 766-4270

40 0 40 80 120
GRAPHIC SCALE
FOR REDUCED DRAWINGS

1305 PRESSURE ZONE

DATE	BY	REVISIONS	APP'D	DATE

REGISTERED PROFESSIONAL ENGINEER MICHAEL J. BOECK No. 66417 Exp. 6/30/08 CIVIL STATE OF CALIFORNIA

APPROVED BY: MICHAEL J. BOECK R.C.E. NO.66417 EXP. 6-30-08
DATE:
DRAWN RMM | SCALE AS NOTED | RECOMMENDED FOR SIGNATURE
DESIGNED RMM | JOB NUMBER 15101569
CHECKED JRB | DATE 9/19/06 | DATE:

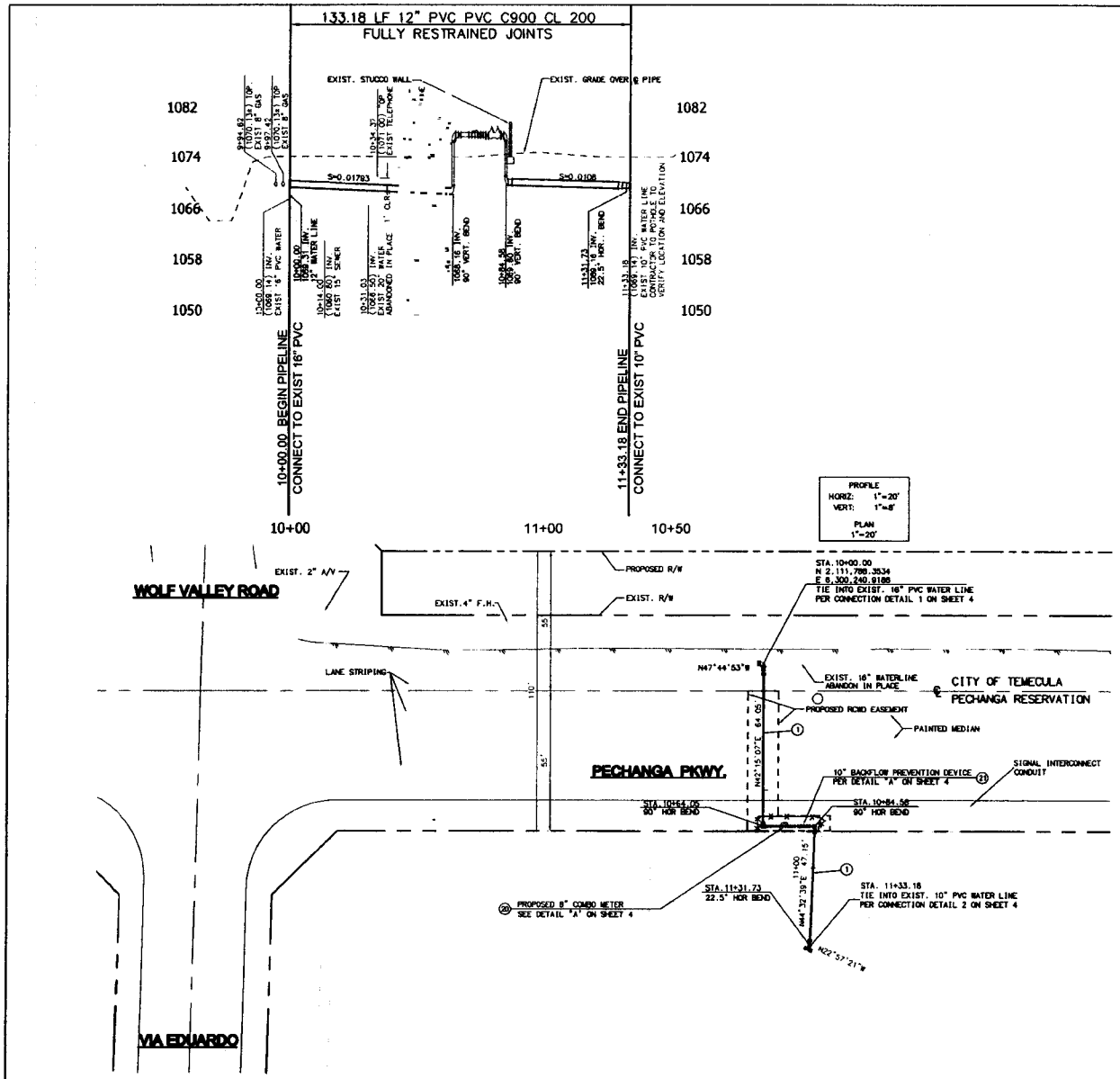
RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION

Rancho Water — Rancho California Water District

RANCHO CALIFORNIA WATER DISTRICT
APPROVED
ENGINEERING MANAGER DATE
APPROVALS
CONTRACTS DATE | OPERATIONS DATE | MAINTENANCE DATE | W.O. | FOR: | F.B.

PECHANGA RESORT AND CASINO METER CONNECTION (PROJECT NO. LXXXX)
GENERAL NOTES AND NOTIFICATIONS

SHEET 2 OF 7 SHEETS
FILE NO.



CONSTRUCTION NOTES

1. INSTALL FULLY RESTRAINED 12" PVC C-900 PIPE CL-200 PER RM-23, R-22
20. 8" METER ASSEMBLY "BADGER" RECORD ALL COMBO METER W/BRONZE TAMPER RESISTANT REGISTERS (DISTRICT FURNISHED) CONTRACTOR TO PICK-UP METER AT ROMD AND INSTALL
21. 10" BACKFLOW PREVENTION DEVICE "FEBCO" 806

1305 PRESSURE ZONE

DATE	BY	REVISIONS	APP'D	DATE

REGISTERED PROFESSIONAL ENGINEER MICHAEL J. BOSCK No. 66417 Exp. 6/30/08 CIVIL STATE OF CALIFORNIA

APPROVED BY: MICHAEL J. BOSCK R.C.E. NO.66417 EXP. 6-30-08
DATE:

DRAWN	SCALE	RECOMMENDED FOR SIGNATURE
FMM	AS NOTED	
DESIGNED FMM	JOB NUMBER 151015G9	
CHECKED JRB	DATE 8/19/06	DATE:

RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION

Rancho Water — Rancho California Water District

RANCHO CALIFORNIA WATER DISTRICT

APPROVED — ENGINEERING MANAGER — DATE

APPROVALS: CONTRACTS DATE | OPERATIONS DATE | MAINTENANCE DATE

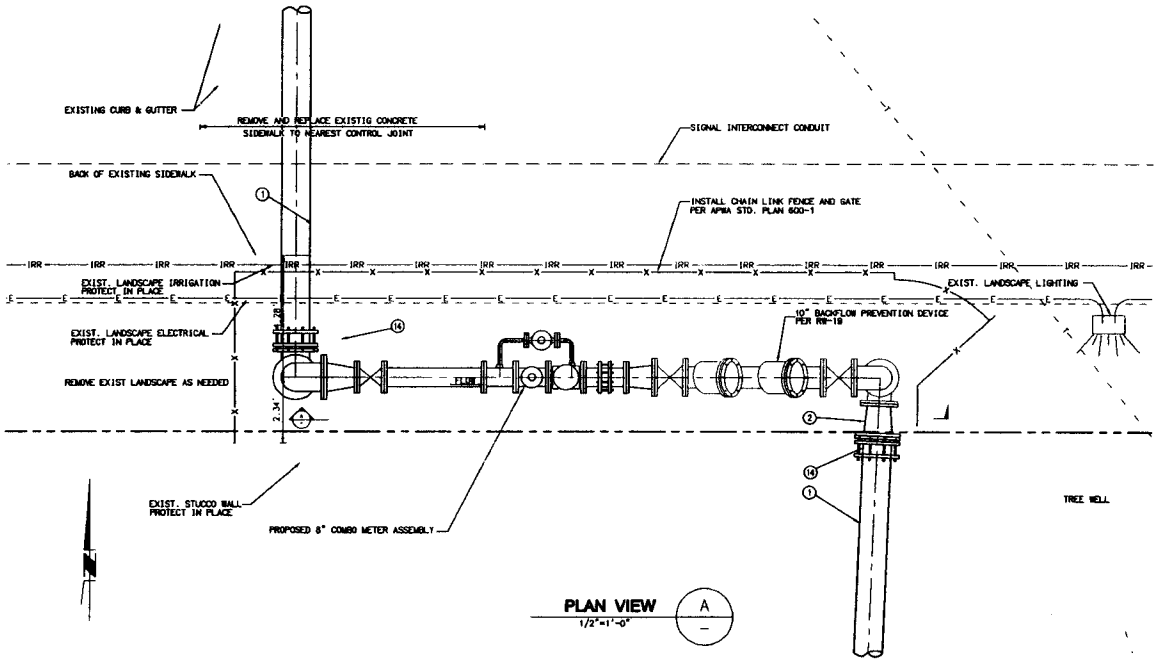
PECHANGA RESORT AND CASINO METER CONNECTION (PROJECT NO. LXXXX)

PLAN AND PROFILE PECHANGA PARKWAY

W.O. FOR: F.B.

SHEET 3 OF 7 SHEETS

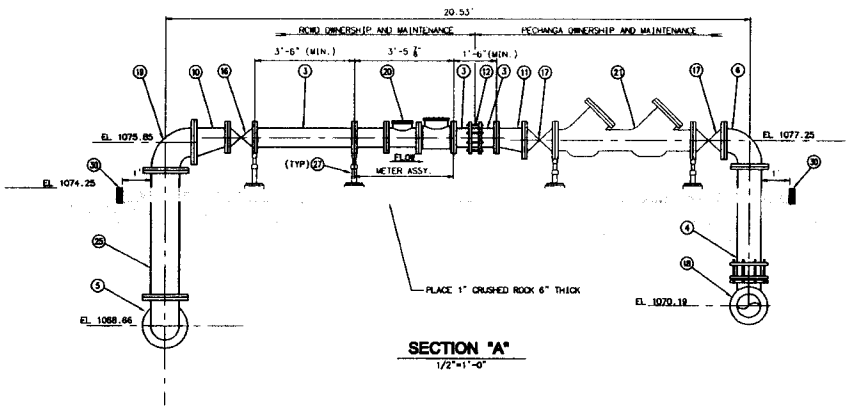
FILE NO.



PLAN VIEW

1/2"=1'-0"

A

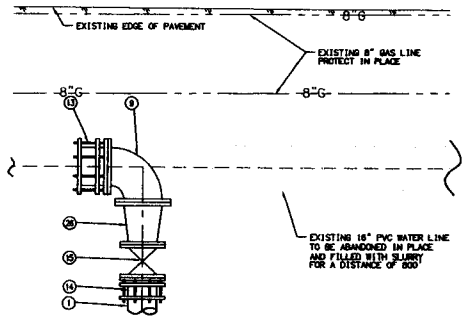


SECTION "A"

1/2"=1'-0"

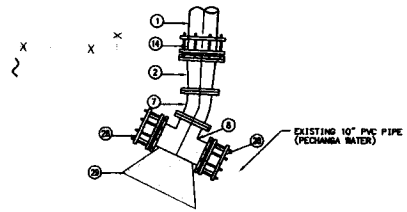
CONSTRUCTION NOTES

1. INSTALL FULLY RESTRAINED 12" PVC C-900 PIPE CL-200 PER RW-25, R-22
2. 12" X 10" DI CONCENTRIC REDUCER FLANGED
3. INSTALL 8" DIP PIPE
4. INSTALL 10" DI PIPE CL-55 FLG. X FLG
5. 12" DI 90° ELBOW FLG X FLG
6. 10" DI 90° ELBOW FLANGED
7. 10" DI 22.5° ELBOW FLG. X FLG.
8. 10" X 10" DI TEE FLG X FLG.
9. 16" 90° DI ELBOW FE X MJ (RESTRAINED)
10. 12" X 8" DI ECCENTRIC REDUCER FLANGED
11. 10" X 8" DI ECCENTRIC REDUCER FLANGED
12. 8" "DRESSER" SLEEVE COUPLING
13. 16" RESTRAINED FLANGE ADAPTER "EBAA IRON" SERIES 2100
14. 12" RESTRAINED FLANGE ADAPTER "EBAA IRON" SERIES 2100
15. 12" RESILENT WEDGE GATE VALVE FLG X FLG PER RW-30, RW-31
16. 8" RW GATE VALVE OS & Y WITH LOCK AND CHAIN
17. 10" RW GATE VALVE OS & Y WITH LOCK AND CHAIN
18. 10" DI 90° ELBOW FLG X MJ (RESTRAINED)
19. 12" DI 90° ELBOW FLG X FLG
20. 8" METER ASSEMBLY "BADGER" RECORD ALL COMBO METER W/BRONZE TAMPER RESISTANT REGISTERS (DISTRICT FURNISHED)
21. 10" BACKFLOW PREVENTION DEVICE "FEBCO" 806
22. INSTALL 12" DI PIPE CL-55 FLG X FLG
23. 16" X 12" CONC. REDUCER FLANGED
24. INSTALL PIPE SUPPORTS PER RW-19
25. 10" FLG. COUPLING ADAPTER (RESTRAINED)
26. THRUST BLOCK PER ROWD RW-26
27. 2"X4" REDWOOD HEADER



CONNECTION DETAIL 1

1/2"=1'-0"



CONNECTION DETAIL 2

1/2"=1'-0"

1305 PRESSURE ZONE

20 0 20 40 60

SCALE: 1"=20'

FOR REDUCED DRAWINGS

DATE	BY	REVISIONS	APP'D	DATE

REGISTERED PROFESSIONAL ENGINEER MICHAEL J. BOECK No. 66417 Exp. 6/30/08 CIVIL STATE OF CALIFORNIA

APPROVED BY: R.C.E. NO.66417 MICHAEL J. BOECK EXP. 6-30-08

DATE:

DRAWN FMM	SCALE AS NOTED	RECOMMENDED FOR SIGNATURE
DESIGNED FMM	JOB NUMBER 15101569	
CHECKED JRB	DATE 8/19/06	DATE:

RBF CONSULTING — PLANNING • DESIGN • CONSTRUCTION

Rancho Water — Rancho California Water District

RANCHO CALIFORNIA WATER DISTRICT

APPROVED

ENGINEERING MANAGER DATE

APPROVALS

CONTRACTS DATE | OPERATIONS DATE | MAINTENANCE DATE

W.O. | FOR: | F.B.

PECHANGA RESORT AND CASINO METER CONNECTION (PROJECT NO. LXXXX)

MECHANICAL DETAILS

SHEET 4 OF 7 SHEETS

FILE NO.

Exhibit B

Delivered Groundwater Facilities Site; Right of Way

EXHIBIT "A"

RCWD
WATER EASEMENT

That portion of Lot "E" of Little Temecula Rancho (Pechanga Indian Reservation) in Unincorporated Territory of the County of Riverside, State of California, as set apart in the Decree of Partition Recorded June 28, 1892 in Book 199, Page 454 of Deeds, Records of San Diego County, California, included within a strip of land 12.00 feet in width the centerline of said strip being described as follows:

COMMENCING at the centerline intersection of Via Eduardo with Pechanga Parkway (Pala Road) as shown on the map filed in Book 112, Pages 55 and 56 of Records of Survey in the office of the County Recorder of said Riverside County;

thence along the centerline of said Pechanga Parkway (Pala Road) South 47°44'32" East 216.90 feet to the **TRUE POINT OF BEGINNING;**

thence South 42°15'18" West 49.00 feet;

thence South 47°44'32" East 26.45 feet to the **POINT OF TERMINATION.**

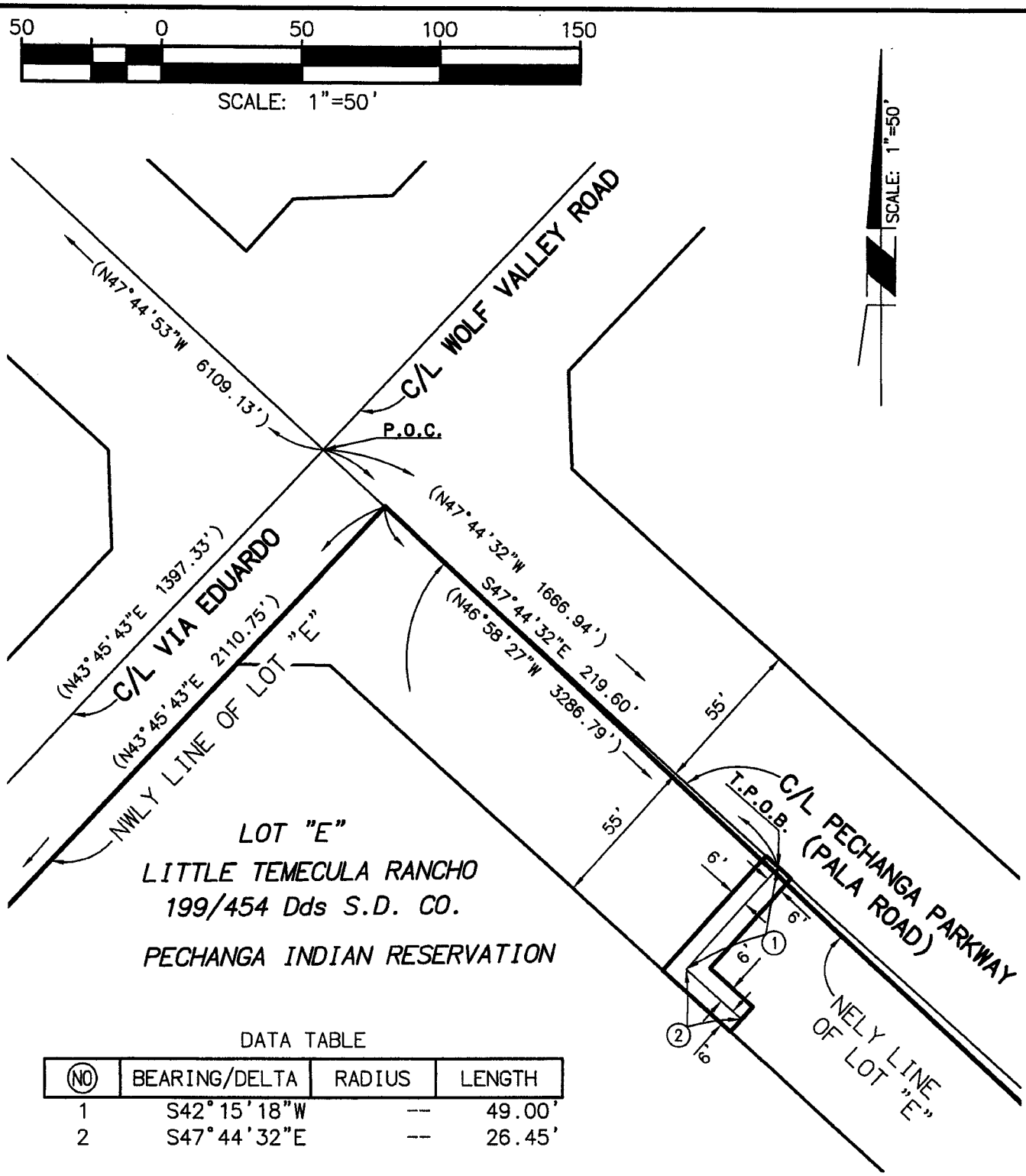
CONTAINING: 905 square feet, more or less.

EXHIBIT "B" attached hereto and by this reference made a part hereof.

This description was prepared by me or under my direction.

Thomas E. Verloop, RLS 5348, Date: 12/8/2006
My license expires 12/31/07

LICENSED LAND SURVEYOR
THOMAS E. VERLOOP
NO. LS 5348
Exp.12/31/07
STATE OF CALIFORNIA



DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	S42°15'18"W	--	49.00'
2	S47°44'32"E	--	26.45'

( ) = INDICATES RECORD DATA PER RECORD OF SURVEY 112/55-56.

EXHIBIT "B"
RCWD
WATER EASEMENT

RBF CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

40810 COUNTY CENTER DRIVE, SUITE 100
TEMECULA, CALIFORNIA 92591-6022
951.676.8042 • FAX 951.676.7240 • www.RBF.com

DECEMBER 08, 2006	SCALE 1"=50'	JOB NO. 15101569-M1

H:\PDATA\15101569\CADD\MAPPING\1569EX001.DWG TVERLOOP 12/8/06 11:31 am

RBF CONSULTING

JOB ID : 15101569 DATE 12/08/2006 AT 11:51:23
FILE NAME : H:\PDATA\15101569\CADD\MAPPING\1569EX001.TRV

TRAVERSE OF : water easement CL - open -- TRAV # 1

BEARING	DISTANCE		NORTHING	EASTING		
	STARTING	AT	2111927.8720	6300070.9850	PT #	2019
S 47-44-32.00 E	219.6000	TO	2111780.1982	6300233.5169	PT #	2020
S 42-15-28.00 W	49.0000	TO	2111743.9320	6300200.5660	PT #	2021
S 47-44-32.00 E	26.4500	TO	2111726.1452	6300220.1423	PT #	2022

ERROR OF CLOSURE NORTH = 0.0038192 EAST = -0.0042732
BEARING N 48-12-40.00 W DISTANCE = 0.0057
(OPEN TRAVERSE) AREA = 0.0 SF 0.0000 ACRES

RBF CONSULTING

JOB ID : 15101569 DATE 12/08/2006 AT 11:51:23
FILE NAME : H:\PDATA\15101569\CADD\MAPPING\1569EX001.TRV

TRAVERSE OF : Water Easement area -- TRAV # 2

BEARING	DISTANCE		NORTHING	EASTING		
	STARTING	AT	2111784.2361	6300229.0726	PT #	2025
S 47-44-32.00 E	12.0000	TO	2111776.1665	6300237.9542	PT #	2026
S 42-15-28.00 W	43.0000	TO	2111744.3410	6300209.0381	PT #	2027
S 47-44-32.00 E	20.4500	TO	2111730.5890	6300224.1737	PT #	2028
S 42-15-28.00 W	12.0000	TO	2111721.7075	6300216.1041	PT #	2023
N 47-44-32.00 W	32.4500	TO	2111743.5291	6300192.0869	PT #	2024
N 42-15-28.00 E	55.0000	TO	2111784.2361	6300229.0726	PT #	2025

ERROR OF CLOSURE NORTH = 0.0000000 EAST = 0.0000000
BEARING N 90-00-00.00 E DISTANCE = 0.0000
AREA = 905.4 SF 0.0208 ACRES
PERIMETER = 174.9000

Exhibit C

Reservation

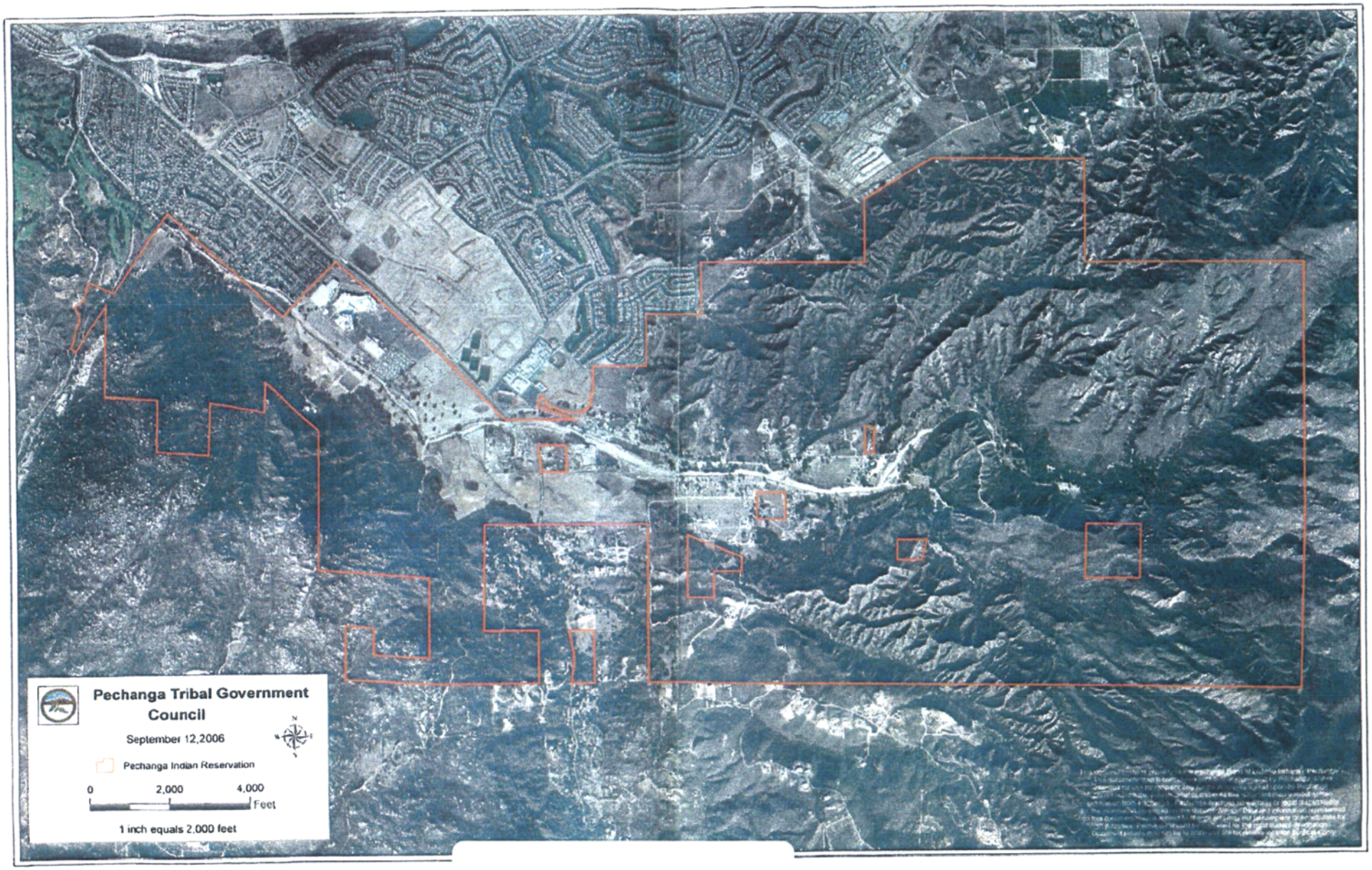

Pechanga Tribal Government Council
September 12,2006
Pechanga Indian Reservation
0
2,000
4,000
Feet
1 inch equals 2,000 feet

Exhibit C

Exhibit D

Wolf Valley Groundwater Basin

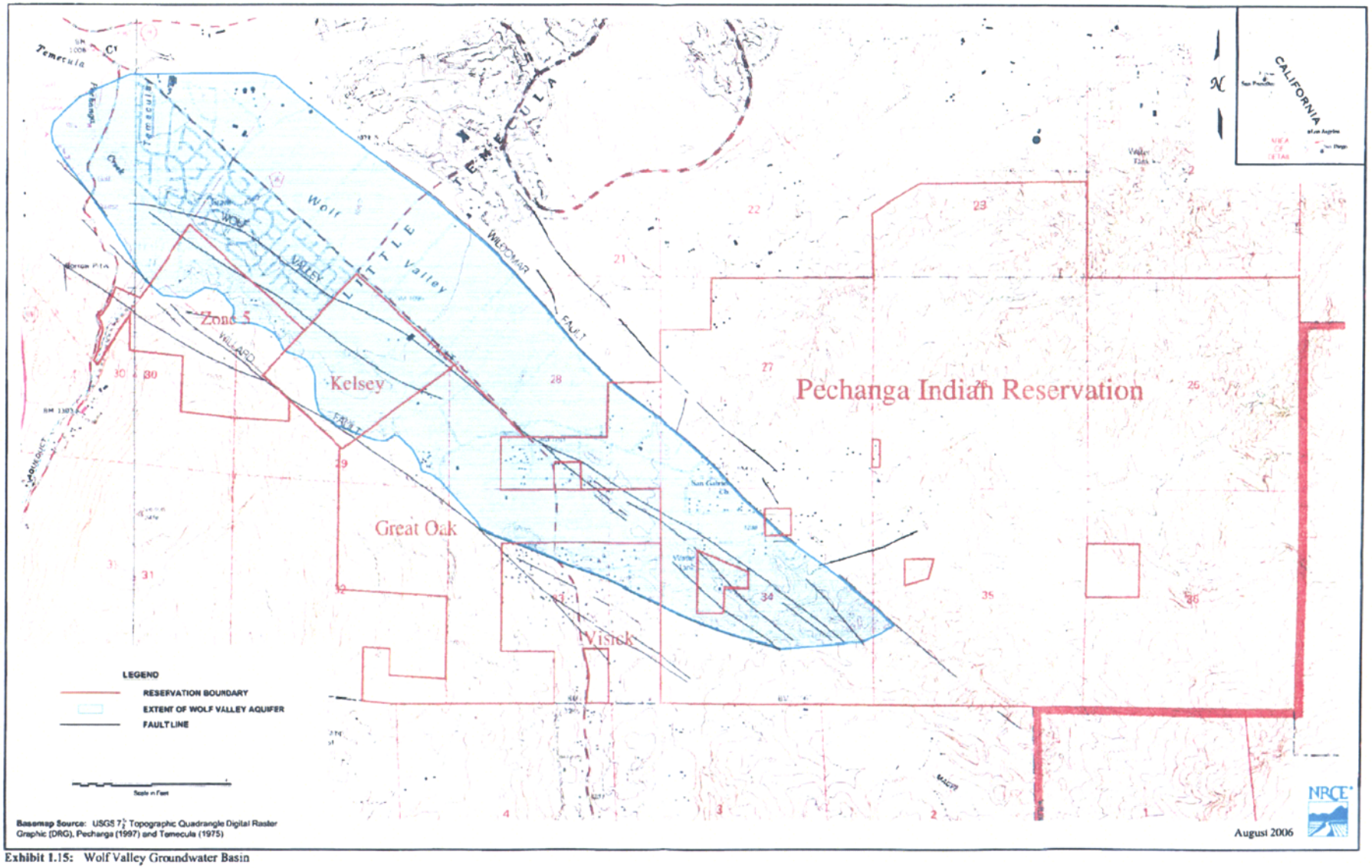


Exhibit 1.15: Wolf Valley Groundwater Basin

Exhibit D

Exhibit E

Rancho California Water District
Water System Facility Requirements

RANCHO CALIFORNIA WATER DISTRICT

WATER SYSTEM FACILITY REQUIREMENTS

AUGUST 1, 1991

RANCHO CALIFORNIA WATER DISTRICT
28061 DIAZ ROAD
TEMECULA, CALIFORNIA 92390
AREA CODE 714 676-4101

RANCHO CALIFORNIA WATER DISTRICT
WATER SYSTEM FACILITY REQUIREMENTS

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SECTION IV	CONSTRUCTION DRAWING PREPARATION
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APPENDIX B	PLAN CHECK STATUS SHEET
APPENDIX C	ENGINEERING SERVICE APPLICATION
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SECTION I

INTRODUCTION

SECTION I
INTRODUCTION

A. GENERAL

To assure a reliable supply of water for the Rancho California area, the Rancho California Water District was formed in 1965 for the properties generally east of I-15. A companion Santa Rosa Ranches Water District was formed in 1968 for the properties generally west of I-15. The two Districts were consolidated under its present name in 1977.

The Rancho California Water District is a public agency governed by an elected seven-member Board of Directors to serve four-year staggered terms. The District is directed by its General Manager and three Division Directors; Finance, Operations and Maintenance, and Engineering.

Rancho California Water District supplies its customers water for potable and non-potable uses.

Potable water users are supplied from Rancho California Water District's potable production wells and Metropolitan Water District potable water aqueducts.

Non-potable water users are supplied from Vail Lake, Metropolitan Water District's non-potable aqueducts, and Rancho California Water District's non-potable production wells.

B. POLICY

Rancho California Water District's basic policy is that the user benefitting from the service must pay for the cost of the necessary facilities. The District normally designs and constructs all primary facilities and the Developer normally designs and constructs all secondary facilities.

Primary facilities are those facilities required to produce and deliver water to each pressure zone from water sources, whether domestic or imported. Storage facilities, pumping stations, treatment facilities, water production wells, Metropolitan Water District aqueduct connections, and major supply pipelines are considered to be primary facilities.

Secondary facilities are designated as those facilities necessary to distribute the required waters throughout a pressure zone. Distribution mains, pressure reducing stations, and pipeline appurtenances are considered to be secondary facilities.

In some situations, minor pumping stations, reservoirs and transmission mains may be considered secondary facilities when their function can be entirely locally defined.

The District may elect, at its discretion, to oversize secondary facilities to meet anticipated future demands. In such cases, the District may fund the oversizing as a primary facility.

The District's General Manager, at his discretion, may allow deviations from these requirements. All requests for variances to these requirements must be in writing, stating the reasons for the request.

C. REQUIREMENTS

1. Developer shall design, construct, and dedicate to Rancho California Water District the secondary water facilities in accordance with the requirements of Rancho California Water District.

2. Developer shall provide all financial arrangements necessary to plan, design, and construct the project.

3. Developer shall obtain and dedicate water utility right-of-way to Rancho California Water District. Water facilities must be in either dedicated road right-of-way or in easements granted to Rancho California Water District.

4. Developer shall pay current applicable fees (refer to District's Customer Guide Rates and Charges)in addition to completing those requirements listed above. Fees may include: Plan Checking Fees, Connection Charges, Inspection Fees, Added Facilities Charges, Zone of Benefit Fees, Front Footage Charges, Main Participation Charges or Primary Facilities Fees, Service Connection Fees, and Meter Charges. District staff should be consulted for current and applicable fees.

5. Rancho California Water District will review all drawings, and may revise, modify, or require redesign of any concepts, drawings, or details submitted. All concepts and drawings must be approved by the District's Engineering Manager and Director of Engineering.

6. The Developer shall provide the District with a corrosion site survey for all CML/CMC steel pipelines. If required, the Developer shall have a cathodic protection design performed by a qualified engineer.

7. Procedures for development of water systems are similar for Tract Map developments, Parcel Map developments, and single lot main extension developments. Most procedures and design requirements herein have been prepared for Tract Map developments, but certain portions apply to all water system development work within Rancho California Water District's service area.

8. When applicable, the Developer shall also submit for review all improvement drawings within existing or future public rights-of-way for approval by the City of Temecula, City or Murrieta, or County of Riverside Engineering Department. All plan check, inspection and permit fees required by the City/County shall be paid, and all other requirements of the City/County shall be fulfilled prior to any construction within the public rights-of-way.

SECTION II

PROCEDURES
CONSTRUCTION DRAWING APPROVAL

SECTION II
PROCEDURES
CONSTRUCTION DRAWING APPROVAL

A. CONSTRUCTION DRAWINGS APPROVAL

District staff will review all water construction drawings and may revise, modify, or require redesign of any concepts, drawings, or details submitted. All concepts and drawings must be approved by District staff. Construction must begin within one year of approval of Water Construction Drawings. If more than one year has elapsed, the project must go through plan check procedure again before starting construction. The steps required to obtain Water Facilities Construction Drawing approval are as follows:

1. Submit Engineering Service Application and Plan Check Deposit.

2. Submit Tract Water System and Hydraulic Network Analysis.

3. Submit first plan check.

4. Submit subsequent plan checks.

5. Submit original Construction Drawings for approval.

6. Provide District with drawings.

A flowchart for Construction Drawing Approval is shown in Appendix "A". A plan check status sheet to be used by District staff is shown in Appendix "B". Each required step is discussed in detail below:

1. <u>Submit Engineering Service Application and Plan Check Deposit</u>

   The Engineering Service Application (available from the District) shall be completed and filed with the Engineering Services staff. The plan check deposit shall be submitted with the completed application. A copy of the Engineering Service Application is shown in Appendix "C".

2. <u>Submit Tract Water System and Hydraulic Network Analysis</u>

   Approximately one week after receiving the completed engineering services application and the plan check deposit, District staff will provide hydraulic grade elevation at connections to the District system. District staff may, in addition, provide design recommendations for the water system.

   Based on hydraulic grade elevations and design recommendations provided by the District, Developer shall submit to the District the following:

   a. One copy of the County of Riverside, City of Temecula, or City of Murrieta Conditions of Approval.

   b. Two copies of a master plan of the Tract with the proposed water facilities superimposed on same. Said plan shall show the node network, pipeline diameters, length, elevation at nodes, valve locations, and fire hydrant locations.

c. Two copies of the hydraulic network analysis of the proposed water system.

d. Fire flow letter from the appropriate fire protection agency, Riverside County Fire Department, Murrieta Fire Protection District, or California Division of Forestry.

Details regarding hydraulic network analysis are included in Section III, Design Criteria.

District staff will review the Tract Water System and the hydraulic network analysis and return one set with comments to the Developer. Minor revisions may be incorporated in the first plan check submittal. If major revisions are required, the Tract Water System and hydraulic network analysis shall be resubmitted until approved by District staff.

3. Submit First Plan Check

After review and approval of Tract Water System and hydraulic network analysis, Developer shall submit the following:

a. Three copies of the water construction drawings.

b. One copy of the sewer construction drawings.

c. One copy of the street improvement drawings.

d. One copy of the grading plan.

e. One copy of the approved Tract Water System and hydraulic network analysis.

f. Two copies of easement documents.

g. One copy of Tract/Parcel Map.

h. Corrosion Site Survey (for Steel Pipe Only)

i. Copy of receipt showing submittal to appropriate City/County for plan check of facilities within public rights-of-way.

Submittals must be complete or they will be rejected. Each submittal shall include a transmittal listing all items submitted and referencing the District project number and account number.

Details regarding waterline design criteria are included in Section III, Design Criteria. Details regarding preparation of construction drawings and easement documents are included in Section IV, Construction Drawing Preparation.

Water and sewer drawings should be combined and shown on the same drawing whenever possible.

The District will provide comments on one set of the water construction drawings and return same to Engineer for revisions. The goal of the District staff is to complete the first plan check within three weeks of receipt of submittal. Plan review time varies depending on the number of plans in the review process, size of project, complexity of plans, and completeness of drawings.

4. Submit Subsequent Plan Checks

For each subsequent plan check, Developer shall submit the following:

a. Previous District plan check set and copy of previous District transmittal.

b. Three copies of revised water construction drawings.

c. Two copies of easement documents.

d. Any additional material requested.

e. One copy of revised submittal showing City/County comments for facilities to be installed in public rights-of-way.

Submittals must be complete or they will be rejected. If drawings and easement documents are not yet satisfactory, District will make comments on one set of the drawings and easement documents and return same to Engineer for revisions. This procedure will be repeated as necessary until drawings and easement documents are complete. If Engineer does not return previous District plan sets, then plan check procedure will start from the beginning including payment of plan check deposit.

Each cycle of the subsequent plan check would normally be completed in approximately three weeks.

5. Submit Original Construction Drawings for Approval

After all plan checks are completed and the water construction drawings are acceptable to the District, the original drawings shall be submitted to the District for signature. Prior to District approval of the water construction drawings, Developer shall pay all remaining plan checking fees and submit:

a. Previous District plan check set and one copy of revised water construction drawings.

b. Copy of tentative tract/parcel map showing dedications of streets for road purposes and public utilities purposes,

or

c. Executed Grant of Easement, minimum width of 30 feet.

6. Provide District with Drawings

When drawings have been fully approved by all agencies, the Developer shall provide the District with a clean set of photo mylars and three sets of bluelines for District's use.

SECTION III

DESIGN CRITERIA

SECTION III
DESIGN CRITERIA

Water systems for inclusion into the District's service area shall be designed in accordance with the District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities, dated March 1, 1990 or latest revision, and the following criteria:

A. HYDRAULIC NETWORK ANALYSIS CRITERIA

The District reserves the right to determine the criteria for each water system or sub-system based upon conditions that may exist for that particular location, anticipated level of development, planned use, or other criteria. In general, however, the water system shall be sized to handle the highest demand within the general area of the tract and shall conform to the following minimum standards:

1. Pipeline Diameters

The minimum pipeline diameter is 6"*. The District accepts only the following diameters: 6*, 8, 12, 16, 20, 24, 30, 36, 42, and 48 inches.

* Must meet criteria specified in Item 6, below, System Analysis.

2. Pipeline Friction Factors

Pipeline friction factors shall be as follows:

Pipe Material	Hazen-Williams Coefficient
Cement Mortar Lined Steel Pipe and Asbestos Cement Pipe	C=120
Polyvinyl Chloride Pipe	C=130

3. Water System Unit Demands

Average Day unit demands shall be as follows:

	Land Use	Average Day unit Demand Factors	
1.	Specific Plan		
a.	Residential	600	GPD/DU
b.	Commercial	2,000	GPD/AC
c.	Business Park/Industrial	2,500	GPD/AC
d.	Park/Golf Course/Resort Commercial	4	AF/AC/YR
e.	School	To be determined on an individual basis	
f.	Open Space	1.5	AF/AC/YR

2. Southwest Area Plan

	a.	Very Low Density/Low Density (1 DU/AC)	1,500	GPD/DU
	b.	Medium Low Density (2-4 DU/AC)	1,000	GPD/DU
	c.	Medium Density/Medium High Density/ High Density (5-16 DU/AC)	600	GPD/DU
*	d.	Future Specific Plan	1,000	GPD/DU
	e.	Commercial	2,000	GPD/AC
	f.	Business Park/Industrial	2,500	GPD/AC
	g.	Vineyard	1.2	AF/AC/YR
	h.	Park/Golf Course	4	AF/AC/YR
	i.	Wildlife/Reserve	0	
	j.	Resort Commercial	4	AF/AC/YR
	k.	Open Space	1.5	AF/AC/YR
	l.	Agricultural (Avocado, Citrus, Horse Ranch)	2	AF/AC/YR

* Only used when no detail available. Otherwise use items 1, a-f.

4. Peaking Factors

The peaking factors to be used, are as follows:

a. Maximum Day Demand

For the Santa Rosa Division, Maximum Day Demand shall equal 3.0 times the Average Day Demand for Zones 1440, 1670, and 1990. For all other zones, the Maximum Day Demand shall equal 2.5 times the Average Day Demand.

For the Rancho Division, Maximum Day Demand shall equal 3.0 times Average Day Demand for Zones 1610 and 1790. For all other zones, the Maximum Day Demand shall equal 2.5 times the Average Day Demand.

b. Peak Demand

For all zones, the Peak Demand shall equal two times the Maximum Day Demand.

5. Fire Flow

The fire flow requirements shall be in accordance with the applicable standards of the Insurance Services Office (ISO) and shall be those required by the Riverside County Fire Department, Murrieta Fire Protection District, or California Division of Forestry for the type of development under consideration.

6. System Analysis

The proposed water system shall be analyzed for the following two conditions:

a. Peak Demand Flow

b. Maximum Day Demand plus Fire Flow

For the Peak Demand flow condition, the pressure at each node shall be designed for 60 psi minimum. A minimum pressure of 40 psi may be allowed if static pressure is less than 60 psi. The maximum pressure at each node shall be 120 psi. The maximum velocity in the pipeline shall be 5 feet per second.

For the Maximum Day Demand plus fire flow, the pressure at each node shall be a minimum of 20 psi and a maximum of 120 psi. The maximum velocity in the pipeline shall be 10 feet per second. Fire flow should be taken from the hydrant furthest from the connection(s) to the District's distribution system, at the highest system elevation, and as directed by District.

B. WATER CONSTRUCTION DRAWING DESIGN CRITERIA

1. Pipeline Location

Unless otherwise approved by the District, all waterlines shall be located on the south or west side of the street, 7 feet off of curb face or berm per the Riverside County Road Department standards. Location is not to interfere with other existing utilities.

Pipe joint deflection shall not be more than manufacturer's recommended offset in a curved alignment. Joint deflection angle shall be indicated on all horizontal and vertical curves.

Waterline installation near sewer lines shall be in accordance with State Department of Health Services, Criteria for the Separation of Watermains and Sanitary Sewers. In general, waterlines should cross perpendicular to sewer lines a minimum of 1 foot above the sewer. If waterline crosses beneath the sewer then it should have a minimum separation of one foot, have no joints within 10 feet of each side of the sewer and shall be constructed of materials per aforementioned criteria. Waterlines parallel to sewer lines shall be located a minimum of ten feet from the sewer line.

When crossing other utilities, provide a minimum of one foot vertical clearance.

2. Minimum Pipe Cover

The minimum cover over the top of pipe shall be 42 inches from finished road grade, and shall provide adequate depth so that gate valve stems and operating nuts have 12 inch clearance to finished road grade. When 42 inches of cover cannot be provided, concrete encasement or protective slab construction over the pipeline may be considered. Consult with District staff.

3. Pipe Materials

Unless otherwise authorized by District, all waterlines larger than 16 inches diameter shall be cement mortar lined and cement mortar coated welded steel pipe or cement mortar lined and wrapped steel pipe in accordance with District standards. All

waterlines 16 inches and smaller shall be Polyvinyl Chloride Pipe (PVC) in accordance with District standards unless conditions dictate the use of CML/CMC steel pipe. In some cases, District may allow the use of Asbestos Cement Pipe (ACP). Minimum allowable pipe shall be as follows:

PVC Pipe - Class 150
CML & C Steel Pipe, diameter 24" and smaller - 12 ga
CML & C Steel Pipe, diameter larger than 24" - 10 ga
AC Pipe (where acceptable to District) - Class 200

4. Pipe Slope

Minimum slope of waterlines shall be 0.5% unless otherwise authorized by District.

5. Valves

Valves 12" and smaller shall be resilient seated gate valves per District standards. Valves 16" and larger shall be butterfly valves per District standards. Valves 24" and larger shall have a bypass valve installed around the mainline valve. Valves shall be the same size as nominal pipeline diameter.

Three valves shall be installed on each tee and four valves shall be installed on each cross. Valves shall be spaced at 1,320 foot maximum intervals or as directed by District staff.

6. Fire Hydrants

Fire hydrants shall be in accordance with District standards, constructed at right angles to the waterline.

Fire hydrants shall be located per the requirements of the Riverside County Fire Department as stated in the Tract Conditions of Approval but no greater than 1000 foot intervals.

7. Air Valves

Air valves shall be combination air vacuum and air release valves in accordance with the District standards, constructed at right angles to the waterline.

Air valves shall be located at all high points of pipeline and downstream of valves. Minimum size of air valves shall be 1" and shall be sized as follows:

Air Valve Size	Pipeline Diameter
1"	8" & 12"
2"	16", 20", & 24"
4"	30"
Consult with District staff	> 30"

8. Blowoffs

Blowoffs shall be in accordance with District Standards, located at right angles to the waterline. Where possible, fire hydrants shall be used in place of blowoffs.

Blowoffs shall be located at all low points of the pipeline at all dead-ends or terminal points, and upstream of valves. Minimum size of blowoffs shall be 4". Consult with District staff regarding required size.

9. Water Services

Water services shall be in accordance with District standards, constructed at right angles to the watermain and shall be sized per the following table:

Lateral Size	Meter Size	Maximum Capacity
1"	3/4" Disc	30 GPM
1"	1" Disc	50 GPM
1-1/2"	1-1/2" Multi Jet	100 GPM
2"	2" Multi Jet	125 GPM
2"	2" Turbine	160 GPM
4"	3" Turbine	300 GPM
4"	4" Turbine	750 GPM
6"	6" Turbine	1,550 GPM
8"	8" Turbine	2,500 GPM

No service laterals shall be installed between fire hydrants, blow offs, or air valves and pipeline dead ends.

All non-residential water services shall have a District approved backflow prevention device installed adjacent to meter unless otherwise approved by District.

10. Minimum Design Pressure

Minimum design pressure shall be the static pressure plus 25% with the total rounded up to the nearest 25 psi.

11. Control Valves, Pressure Relief Valves, and Other Special Valves

Control valves, pressure relief valves, and other special valves shall be designed and located as directed by District staff.

12. Easement Criteria

Pipelines not located within public right-of-way must be located in easements granted to the District on the District's Grant of Easement form. Easements shall be a minimum of 30 feet in width unless otherwise approved by the District. Easements for other utilities may overlap District easement only if proper separations are maintained. Details for grant of easement documents are included in Section IV, Construction Drawing Preparation.

SECTION IV

CONSTRUCTION DRAWING PREPARATION

SECTION IV
CONSTRUCTION DRAWING PREPARATION

A. GENERAL

Engineer shall prepare water system improvement drawings that are clear, concise, and meet District standards.

Drawings shall be drawn in ink on D size mylar sheets (24" x 36") with Rancho California Water District approval block.

The drawings shall be professional quality drawings especially prepared as WATER DRAWINGS or WATER AND SEWER DRAWINGS. Work shall be of standard engineering practice and shall be legible and present the proposed construction without confusion.

Water and sewer design may be shown on the same drawings if the drawings are clear and concise. The District shall be the sole judge as to when separate drawings are necessary.

B. COVER SHEET

The cover sheet shall show as a minimum:

1. General notes (Appendix "D")
2. Legend (Appendix "E")
3. Estimate of quantities (Appendix "E")
4. Approval for Construction Box (Appendix "F")
5. Water System Certification (Appendix "F")
6. Index of Drawings
7. Vicinity Map
   - a. Scale
   - b. North Arrow
   - c. Street Names
   - d. Title and Location of Project
8. Index Map
   - a. Scale
   - b. North Arrow
   - c. Tract Layout with Street Names and Lot Numbers

d. Proposed Waterlines Identified by Size and Type

e. Symbols for all Appurtenances

1. Fire Hydrants

2. Air Valves

3. Blowoffs

4. Tees, Crosses

5. Valves

6. Water Services

f. Sheet Numbers Corresponding to Plan and Profile Sheets

The use of a second sheet to include all information is permissible.

C. PLAN AND PROFILE SHEETS

The plan/profile sheets shall be drawn at a horizontal scale of 1"=40' and a vertical scale of 1"=4', and as a minimum the drawings shall show the following:

PLAN PORTION

1. Title Block

Title block shall show Tract No., pressure zone, and scale of drawings. District approval blocks shall be incorporated into the title block.

2. North Arrow

North Arrow shall point up or to the left if possible to conform with Item 11.

3. Right-of-Way

Existing and proposed right-of-way shall be identified with dimensions for same shown.

4. Curb Separation

Existing and/or proposed curb separation shall be identified with dimensions for same shown.

5. Easements

Existing or proposed easements shall be identified with dimensions for same shown.

6. Street Names

All street names shall be shown.

7. Lot Lines

All lot lines and parcel lines shall be shown. All lots shall be numbered or labeled. All adjacent tracts shall be identified.

8. Utilities

All existing and proposed Utilities shall be shown. Utilities to be shown shall include, but not be limited to, water (existing water lines shall be identified by District Plan No.), sewer, gas, power, telephone, storm drain, irrigation, traffic, and cable television. Each utility shall be identified with a symbol and the size of the utility shall be shown.

9. Existing and Proposed Improvements

All existing surface improvements shall be shown including, but not limited to, curb and gutter, edge of pavement, power poles, driveways, sidewalks, and fences.

10. Match Lines

Match lines for each end of the street shall be shown as follows:

Sta 15+00.00 Match Line
See Sheet 5

11. Stationing

Stationing along the centerline of the improvement shall be shown. Unless otherwise specified, station shall increase from left to right. Stationing shall be identified with tick marks at 100' intervals.

12. Proposed Pipeline

Proposed pipeline shall be indicated with a heavy line. Dimensions from street centerline to centerline of pipeline shall be shown. Pipeline shall be identified as:

℄ ____" CML&C (__ Gauge Minimum) Pipeline

OR

℄ ____" C900 (use C905 for 16" PVC) Class ___ PVC Pipeline

13. Appurtenances

All appurtenances including tees, crosses, elbows, and blind flanges or plugs shall be identified by station and size as follows:

Sta 12+25.00 ℄ 12" x 12" x 8" Tee

All pipeline appurtenances including air valves, blowoffs, fire hydrants, and valves shall be identified by station, size, and Rancho California Water District Standard Number as follows:

Sta 12+25.00 ℄ 2" Air Valve per RCWD Std. Dwg. No. ____

All meter services shall be indicated on the drawings. The stationing of services is not required on the drawings, however, after construction of proposed facilities, the engineer shall provide the District with an "as-built" stationing table of the meter services on the record drawings.

All connections to existing water system shall be identified by station and size. A station equation and District plan number shall be used to reference existing waterlines. Detail for connection shall be used where required.

PROFILE PORTION

Only profiles for water and sewer shall be shown. All other utility profiles shall not be shown unless conflicting or where crossing over or under (i.e. storm drain).

1. Stationing

Stations shall be shown along bottom of profile at 100 foot intervals. Profile stationing shall line up with plan stationing.

2. Elevations

Elevations shall be shown on both ends of the profile sheet.

3. Existing and Proposed Ground Surface

Existing ground surface or pavement over the proposed pipeline shall be identified as follows:

Existing "Top of Pavement (or ground surface) over Centerline of Pipeline"

Proposed ground surface or pavement over the proposed pipeline shall be identified as follows:

"Proposed Top of Pavement (or ground surface) over Centerline of Pipeline"

4. Match Lines

Match lines for each end of sheet shall be shown as follows:

Sta 15+00.00 Match Line
See Sheet 5

5. Flow line of proposed pipeline shall be identified as follows:

FL ____" CML&C (___ ga minimum) Pipeline

OR

FL ___" C900 (use C905 for 16" PVC) Class ___ PVC Pipeline.

6. Stationing and Flow Line Elevation

Pipeline stationing and flow line elevations shall be shown for each grade break as follows:

Sta 14+00.00 GB
1192.35 FL

Pipeline stationing and flow line elevations shall be shown for each tee, cross, elbow, BC, EC, hot tap, and end of pipeline as follows:

Sta 12+25.00, 12"x12"x8" Tee
1190.00 FL

Pipeline stationing and flow line elevations shall be shown for all air valves, blowoffs, and fire hydrants as follows:

Sta 12+25.00, 4" Blowoff
1190.00 FL

Pipeline station and flow line elevation shall be show for each utility crossing.

7. Pipeline Lengths and Pipeline Slopes

Pipeline lengths and pipeline slopes shall be shown between all grade breaks as follows:

S = 0.005 135.00 LF ___" PVC
___" CML & C

8. Minimum Design Pressure

Minimum design pressure shall be shown at top of each sheet as follows:

Minimum Design Pressure = 175 psi

9. Welded Joint Limits

Length of welded joints for welded steel pipe shall be identified as "Fully Welded Joints" with station limits shown.

10. Minimum Cover

42" minimum cover shall be shown between top of pipe and existing or proposed ground surface.

11. Maximum Cover

The maximum cover shall be 8' between the top of pipe and existing or proposed ground surface.

A checklist for the preparation of water construction drawings is shown in Appendix "G".

D. GRANT OF EASEMENTS

The Grant of Easement shall be on District form and shall consist of three parts, Grant of Easement form, legal description, and plat.

The legal description shall be designated as Exhibit "A" and if appropriate shall have the assessor's parcel number indicated on the upper right corner of the exhibits. The legal description shall be prepared by a California Registered Civil Engineer or Land Surveyor and signed and stamped by said engineer or surveyor.

The plat shall be designated as Exhibit "B" and shall be prepared on District plat map and signed and stamped.

Copies of Grant of Easement form and plat are shown in Appendix "H". Items to be included on the plat map are shown in said appendix.

SECTION V

PROCEDURES
WATER SYSTEM FACILITY CONSTRUCTION

SECTION V
PROCEDURES
WATER SYSTEM FACILITY CONSTRUCTION

All water facility projects will be constructed by Developer and inspected by District inspectors. Work performed without the knowledge or the observation of a District inspector will not be accepted. The steps required to obtain approval of construction of water facilities are as follows:

1. Submit Engineering Service Application and Inspection Deposit.
2. Provide Submittals, Water System Construction Agreement, Bonds, and Certificate of Insurance.
3. Attend Preconstruction Meeting.
4. Notify District Regarding Construction Start.
5. Construct Water System Facilities.
6. Pressure Test and Disinfect Water System Facilities.
7. Provide Continuity Test (Steel Pipe Only)
8. Pay any Remaining Inspection Fees.
9. Connect to Existing Water System.
10. Submit Application for Unmetered Construction Water.
11. Remove Unmetered Connections.
12. Submit Drop-in Meter Application and Pay Fees.
13. Provide Unconditional Lien Waiver and Release, Water System Grant Deed, and Record Drawings.
14. Notice of Completion Filed by District and Drop-in Meters Installed by District.

A flowchart for water system facility construction is shown as Exhibit "I". A construction status sheet to be used by District is shown in Appendix "J". Each required step is discussed in detail below:

1. Submit Engineering Service Application and Inspection Deposit

   The engineering service application (available from the District) shall be completed and filed with the District staff. A copy of the engineering services application is shown in Appendix "C". The inspection deposit and three copies of approved water construction drawings shall be submitted with the completed application.

2. Provide Submittals, Water System Construction Agreement, Bonds, and Certificate of Insurance

Developer shall submit to District staff the following:

a. Contractor information sheet (Appendix "K").

b. Materials list (see District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities, Special Provisions, Section 5)

c. Two copies of Encroachment Permits.

d. One copy of recorded tract/parcel map showing dedication of streets for road and public utility purposes (not required if executed Grant of Easement provided earlier).

e. Water System Construction Agreement (Appendix "L").

After District executes Water System Construction Agreement, approves Contractor, and approves materials list, Developer shall submit the following:

a. Copy of the Contract between Developer and Contractor verifying cost of water system facility construction.

b. Certification of streets to final grade (Appendix "M").

c. Certificates of Insurance for Contractor (Appendix "N").

d. Faithful Performance Bond (Appendix "O"). Performance bonds provided to the City/County are satisfactory if the facilities to be turned over to RCWD are included.

After District reviews and approves all submittals, District staff will issue a Notice to Proceed.

Thereafter, Developer shall schedule a preconstruction meeting with District staff. A one week notice is required prior to said preconstruction meeting.

3. Attend Construction Meeting

Preconstruction meeting shall be held at the District office and shall be attended by Developer's representative, Developer's contractor, and construction superintendent as well as by District staff.

4. Notify District Regarding Construction Start

Contractor shall notify District, in writing, a minimum of one week prior to construction start. Prior to construction, Contractor shall submit three copies of the construction cut sheets for Districts use during construction. Waterline shall be staked at 50 foot intervals and at all water services, fire hydrants, tees, crosses, elbows, valves, air valves, blowoffs, and grade breaks.

5. Construct Water System Facilities

The water system facilities shall be constructed by Developer's contractor and inspected by District inspectors. After completion of construction, Developer's contractor shall complete all items on District's inspection list prior to testing and disinfecting water facilities.

6. Pressure Test and Disinfect Water System Facility

After water facilities are completed to satisfaction of District inspector including all items on inspector's construction deficiencies list, and after Contractor furnishes evidence that compaction of trenches has been completed to the satisfaction of the County of Riverside Road Department, City of Temecula, or City of Murrieta, Contractor shall test and disinfect the water facility in accordance with District Standards.

After system has been tested and disinfected, District will take samples for bacteriological tests. Acceptable bacteriological test results must be obtained before District will allow connections to existing water system.

7. Provide Continuity Test (Welded Steel Pipe Only)

After water facilities are tested and disinfected, Contractor shall perform continuity test on all corrosion control equipment. Contractor shall provide written results of said test to District. District shall approve said tests before District will allow connections to existing water system.

8. Pay Any Remaining Inspection Fees

Before District will allow connections to existing water system, any remaining inspection fees must be paid in full.

9. Connect to Existing Water System

After all fees have been paid and system is disinfected, Contractor may connect water facilities to existing water facility system. Contractor shall provide the District with three weeks written notification requesting a system shutdown to make tie-in's to the existing District facilities. Thereafter, District will release new water system facilities for fire protection and construction water.

10. Submit Application for Unmetered Construction Water

Developer shall submit application for unmetered construction water with the appropriate fee to District staff (Appendix "P").

After approval of same, Developer shall install unmetered connections in accordance with District Standards.

11. Remove Unmetered Connections

After Contractor is completed with construction, he shall remove unmetered connections and prepare for drop-in meters as follows:

a. Construction water shall be discontinued completely and jumpers removed.
b. Angle meter stops shall be set to proper elevation and location, meter boxes shall be set to proper elevations and locations.

c. Sidewalks and driveways shall be placed and forms stripped on areas in vicinity of meter boxes.

d. Lots shall be fine graded.

12. Submit Drop-in Meter Application and Pay Fees

a. The Drop-in Meter Application shall be completed and filed with District staff. All related meter installation and connection fees shall be submitted with the completed application. Approximately 30 days are required after receipt of the application and fees before meter will be set.

b. District inspector will inspect those lots requiring meters. Any deficient items will be listed on a punch list and copies will be given to Developer to correct. When all items have been resolved and accepted by inspector, said lots will be released to customer service for meter installations. There is a 2 week lead time from when lots are released for drop-in meters and when actual drop-in meters are installed.

13. Provide Unconditional Lien Waiver and Release, Water System Grant Deed, and Record Drawings

Before District will install drop-in meters, Contractor shall:

a. Provide Unconditional Lien Waiver and Release for waterline construction (Appendix "Q").

b. Provide Grant Deed dedicating water system to District. Said Grant Deed is effective only after final Notice of Completion for water system facilities is filed by District staff. Grant Deed must be filed on form provided by District (Appendix "R").

In the event an Agency Agreement is required by the District, Developer shall grant said Agency Agreement to the District on form provided by District (Appendix "S").

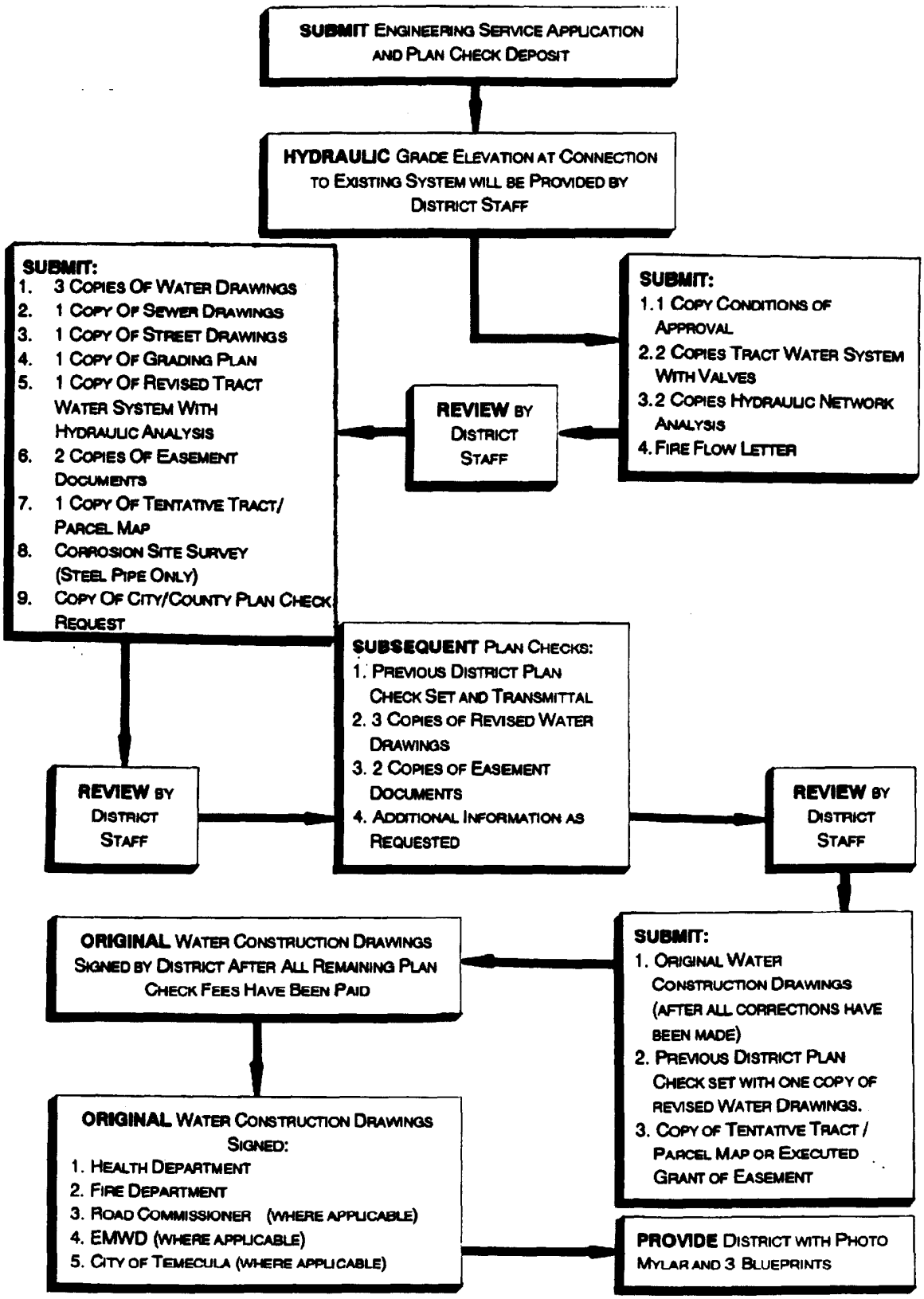
c. Water system record ("As-Builts") drawings.

14. Notice of Completion Filed by District and Drop-in Meters Installed by District

After receipt, and approval of items in Section 13, District will file Notice of Completion and install drop-in meters.

APPENDICES

FLOWCHART FOR CONSTRUCTION DRAWING APPROVAL



APPENDIX "A"

8/1/91

RANCHO CALIFORNIA WATER DISTRICT
WATER SYSTEM FACILITY REQUIREMENTS

PLAN CHECK STATUS SHEET

RCWD JOB NO. _____ TRACT NO. _____

PARCEL MAP NO. _____

NAME OF PROJECT: _____

DEVELOPER: _____

LOCATION OF PROJECT: _____

ENGINEER: _____ PHONE: _____

ITEM	DATE	INITIAL
1. Received Engineering Service Application and Plan Check Deposit (Engineer)	_____	_____
2. Provide Hydraulic Grade Elevation at Connections to Existing System (District)	_____	_____
3. Received:		
-One Copy of Conditions of Approval (Engineer)	_____	_____
-Two Copies of Tract Map with Proposed Water System Including Valves (Engineer)	_____	_____
-Two Copies of Hydraulic Network Analysis of Proposed System (Engineer)	_____	_____
4. Review Item 3 and Provide Comments (District)	_____	_____
5. Received First Plan Check (Engineer):	_____	_____
-Three Copies of Water Construction Drawings	_____	_____

EXHIBIT "B"

8/1/91

ITEM	DATE	INITIAL
-One Copy of Sewer Construction Drawings (Unless Part of Water Drawings)	_____	_____
-One Copy of Street Construction Drawings	_____	_____
-One Copy of Grading Plan	_____	_____
-One Copy of Revised Tract Map with Hydraulic Network Analysis	_____	_____
-Two Copies of Easement Documents	_____	_____
-One Copy of Tract/Parcel Map	_____	_____
-Corrosion Site Survey (Steel Pipe Only)	_____	_____
-Copy of City/County Plan Check Receipt	_____	_____
6. Review First Plan Check, Provide Comments (District)	_____	_____
7. Received Second Plan Check (Engineer)	_____	_____
-Previous District Plan Check Set and Transmittal	_____	_____
-Three Copies of Revised Water Construction Drawings	_____	_____
-Two Copies of Easement Documents	_____	_____
-Copies of Additional Information as Requested	_____	_____
_____		
_____		
_____		
8. Review Second Plan Check, Provide Comments (District)	_____	_____

EXHIBIT "B"

ITEM	DATE	INITIAL
9. Received Third Plan Check (Engineer)	_____	_____
-Previous District Plan Check Set and Transmittal	_____	_____
-Three Copies of Revised Water Construction Drawings	_____	_____
-Two Copies of Easement Documents	_____	_____
-Copies of Additional Information as Requested	_____	_____
_____		
_____		
_____		
10. Review Third Plan Check, Provide Comments (District)	_____	_____
11. Received Original Construction Drawings for Signature (Engineer)	_____	_____
-Previous District Plan Check Set and One Copy of Revised Water Construction Drawings	_____	_____
-All Remaining Plan Check Fees Paid	_____	_____
-Copy of Tentative Tract/Parcel Map	_____	_____
or		
-Executed Grant of Easement	_____	_____
12. Construction Drawings Signed (District)	_____	_____
13. Received One Set of Photo Mylars and Three Sets of Construction Drawings (Engineer)	_____	_____

EXHIBIT "B"

8/1/91

APPENDIX "C"

Rancho Water

Receipt # _____

ENGINEERING SERVICE APPLICATION

Type Of Meter	Size	No. Dials	Meter No.

RP Mfr.	RP No.	
		Install Date _____

DIVISION:

Rancho ☐ Santa Rosa ☐ Sewer ☐ Job # _____ Desc. _____

Date: _____ Job # _____ Desc. _____

Rep: _____ Job # _____ Desc. _____

Applicant's Name

_____

_____

Mailing Address

_____
Post Office Box/Street

_____
City State Zip Telephone

Owner/Responsible Party _____

Mailing Address

_____
Post Office Box/Street

_____
City State Zip Telephone

SERVICES REQUIRED: Description of Service Area _____

_____

_____

_____

_____

DEPOSIT BASIS:

Main Extension Est. $1260.00 ☐ _____

Assessment District Req. $4,778 ☐ _____

Detector Check Inspection Fee $2300.00 ☐ _____

PLAN CHECK:

1st 1,000 Feet $398.00 ☐ Total LF _____ _____

Additional Footage $40/100 Feet ☐ _____

Additional

LF_____ X RATE per LF _____

INSPECTION:

LF of Line _____ X RATE per LF $3.63= Deposit _____

OTHER: Description _____ = Deposit _____

_____

TOTAL DEPOSIT REQUIRED _____

FEE BASIS:

¾ Inch Detector Check Meter $79.00 ☐ _____

Will Serve Letters $91.00 ☐ _____

Topo Map Copy $108.00 ☐ Duplicate Topo/Mylar $324.00 ☐ _____

Temporary Remote Meter $242.00 ☐ Annex. Proc. $3675.00 ☐ _____

OTHER: Description _____ Amount _____

TOTAL FEES REQUESTED _____

CHECK ENCLOSED FOR TOTAL AMOUNT _____

The undersigned customer agrees that deposits for engineering services listed above are based on estimates. In the event that actual costs should exceed the original estimate, additional payments will be required.

_____ _____
Signature Signature

RANCHO CALIFORNIA WATER DISTRICT
GENERAL CONSTRUCTION NOTES

1. GENERAL

A. CONTRACTOR SHALL FURNISH AND INSTALL ALL FACILITIES IN ACCORDANCE WITH THE DISTRICT'S STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR WATER AND SANITARY SEWER FACILITIES (DATED MARCH 1, 1990 OR LATEST REVISION). THE SPECIFICATIONS AND STANDARD DRAWINGS ARE AVAILABLE FROM THE DISTRICT. CONTRACTOR SHALL BE IN POSSESSION OF DISTRICT'S SPECIFICATIONS AND STANDARD DRAWINGS ON THE JOB SITE AT ALL TIMES.

B. ALL PERMITS REQUIRED BY LAW SHALL BE ACQUIRED BY THE APPLICANT OR THEIR CONTRACTOR.

C. ALL CONSTRUCTION SHALL CONFORM TO CURRENT CAL OSHA SAFETY REQUIREMENTS.

D. APPROVAL BY RCWD IMPLIES NO PERMISSION OTHER THAN THAT WITHIN THE DISTRICT'S JURISDICTION. REQUIREMENTS OF RCWD SHALL TAKE PRECEDENCE OVER REQUIREMENTS OF OTHER AGENCIES ONLY WHEN RCWD REQUIREMENTS ARE GREATER.

E. CONTRACTOR SHALL NOTIFY RCWD'S CONTRACTS MANAGER A MINIMUM OF ONE WEEK PRIOR TO STARTING CONSTRUCTION.

F. CONTRACTOR SHALL PROVIDE WRITTEN NOTIFICATION REQUESTING A SYSTEM SHUTDOWN FOR CONNECTIONS TO EXISTING SYSTEM. SAID NOTIFICATION SHALL BE MADE A MINIMUM OF THREE WEEKS PRIOR TO SAID SHUTDOWN TO THE RCWD CONTRACTS MANAGER.

G. CONTRACTOR SHALL DESIGNATE A QUALIFIED SUPERINTENDENT WITH FULL AUTHORITY TO ACT ON BEHALF OF THE CONTRACTOR. SAID SUPERINTENDENT SHALL BE ON THE JOB SITE AT ALL TIMES.

H. CONTRACTOR SHALL PERFORM ALL WORK UNDER RIVERSIDE COUNTY ROAD DEPARTMENT, CITY OF TEMECULA, OR CITY OF MURRIETA JURISDICTION IN ACCORDANCE WITH ALL REQUIREMENTS OF SAID DEPARTMENT OR CITY INCLUDING TRAFFIC CONTROL, PAVEMENT REMOVAL, TEMPORARY PAVEMENT PLACEMENT, PERMANENT PAVEMENT PLACEMENT (INCLUDING BASE MATERIAL) AND TEMPORARY AND PERMANENT TRAFFIC STRIPPING.

2. PIPELINE AND APPURTENANCES

A. ALL VALVES, PIPING, AND APPURTENANCES SHALL BE DESIGNED TO MEET OR EXCEED THE SPECIFIED MINIMUM DESIGN PRESSURE SHOWN ON THE PLAN/PROFILE SHEETS. IN ADDITION, ALL VALVES, PIPING, AND APPURTENANCES SHALL BE TESTED AT A PRESSURE OF 10% OVER SAID MINIMUM DESIGN PRESSURE. VALVES SHALL BE CAPABLE OF WITHSTANDING SAID TEST PRESSURE IN A CLOSED POSITION.

B. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF RANCHO CALIFORNIA WATER DISTRICT, RIVERSIDE COUNTY, CITY OF TEMECULA, AND THE AMERICAN WATER WORKS ASSOCIATION STANDARDS. FAILURE TO MEET ANY REQUIREMENTS OF THE ABOVE REFERENCED AGENCIES WILL BE CAUSE FOR REJECTION.

C. PIPE SHALL BE __" _____ IN ACCORDANCE WITH RCWD SPECIFICATIONS AND STANDARDS (PROVIDE PIPE DIAMETER FOR PVC PIPE, PROVIDE AWWA C900 OR AWWA C905 AND PIPE CLASS FOR CML & C STEEL PIPE, PROVIDE MINIMUM GA FOR STEEL CYLINDER).

D. VALVES 12" AND SMALLER SHALL BE RESILIENT SEATED GATE VALVES IN ACCORDANCE WITH RCWD STANDARD DRAWING NOS. RW-30 AND RW-31 UNLESS OTHERWISE SPECIFIED. VALVES 16" AND LARGER SHALL BE BUTTERFLY VALVES UNLESS OTHERWISE SPECIFIED.

E. AIR VACUUM AND AIR RELEASE ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH RCWD STANDARD DRAWING NO. _____ (RW-9, RW-10, OR RW-11).

F. ALL SERVICE CONNECTIONS SHALL BE ___" COPPER SERVICES BY ___" METERS AS NOTED ON THE DRAWINGS. ALL SERVICES SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, ADJUSTED UNDER RCWD INSPECTION TO MISS DRIVEWAYS AND OTHER IMPROVEMENTS. SERVICES SHALL BE INSTALLED IN ACCORDANCE WITH RCWD STANDARD DRAWING NO. ___ (RW-13, RW-14, RW-15, RW-16, RW-17, OR RW-17A).

ALL NON-RESIDENTIAL METERS SHALL BE INSTALLED WITH A DISTRICT APPROVED BACKFLOW DEVICE.

G. FIRE HYDRANTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING NO. ____ (RW-3, RW-5, RW-6, RW-7, OR RW-8).

H. WATERLINE CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARD DRAWING NOS. _____ (RW-22 AND RW-25 FOR PVC PIPE, AND RW-28, RW-29, AND RW-32 THROUGH RW-36 FOR WELDED STEEL PIPE).

I. THRUST BLOCKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCWD STANDARD DRAWING NO. RW-26.

3. UTILITIES

A. AT LEAST 48 HOURS BEFORE COMMENCING ANY EXCAVATION, CONTRACTOR SHALL REQUEST UNDERGROUND SERVICE ALERT (1-800-422-4133) AND NON-MEMBER COMPANIES, OR UTILITIES TO MARK OR OTHERWISE INDICATE THE LOCATION(S) OF THEIR SUBSURFACE FACILITIES INCLUDING, BUT NOT LIMITED TO, STRUCTURES INCLUDING VAULTS, MAIN CONDUCTORS OR CONDUITS, AND SERVICE CONNECTIONS.

B. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AT PROPOSED CONNECTIONS AND CROSSINGS AND VERIFY ELEVATIONS, LOCATIONS, AND SIZE OF EXISTING FACILITIES.

C. CONTRACTOR SHALL NOT INTERRUPT OR DISTURB ANY UTILITY FACILITY WITHOUT AUTHORITY FROM THE UTILITY. WHERE PROTECTION IS REQUIRED TO ENSURE INTEGRITY OF UTILITY FACILITIES (INCLUDING DISTRICT-OWNED UTILITIES). CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY PROTECTION.

D. WHENEVER A WATERLINE ENCOUNTERS A STORM DRAIN PIPE OR OTHER OBSTRUCTION AND CROSSING OVER THE OBSTRUCTION WILL RESULT IN LESS THAN 42" OF COVER OVER THE TOP OF THE WATER, THE WATERLINE SHALL CROSS UNDER THE OBSTRUCTION WITH A MINIMUM CLEARANCE OF 12".

4. CONSTRUCTION DRAWINGS

A. MINIMUM PIPE COVER SHALL BE 42" FROM FINISHED GROUND SURFACE.

B. WATER SYSTEM PROFILE ELEVATIONS ARE TO FLOW LINE OF PIPE.

C. STATIONING FOR PIPELINE AS SHOWN ON PLAN PORTION OF DRAWINGS IS PERPENDICULAR TO CENTERLINE OF RIGHT-OF-WAY.

D. SEPARATION BETWEEN SEWER AND WATER SHALL CONFORM TO RIVERSIDE COUNTY STANDARD NO. 817 AND RCWD STANDARD DRAWING S-23.

5. CONSTRUCTION TOLERANCES

PIPELINES SHALL BE CONSTRUCTED SO THAT ACTUAL FLOW LINE ELEVATIONS ARE WITHIN 0.1 FOOT OF DESIGN FLOW LINE ELEVATIONS. PIPELINES, WHEN INSTALLED, SHALL HAVE CONTINUOUS UPGRADE OR DOWNGRADE, CORRESPONDING WITH DESIGN SLOPE, WITHOUT ANY HIGH SPOTS. PIPELINES SHALL BE CONSTRUCTED SO THAT ACTUAL PIPELINE CENTERLINES ARE WITHIN 0.1 FOOT OF DESIGN PIPELINE CENTERLINES.

PIPELINE CONSTRUCTION SHALL CONFORM WITH CONSTRUCTION DRAWINGS IN ACCORDANCE WITH THE ABOVE SPECIFIED TOLERANCES. CONTRACTOR SHALL ASSIST DISTRICT AS REQUIRED TO CONFIRM COMPLIANCE WITH CONSTRUCTION TOLERANCES. CONTRACTOR SHALL MAKE OR ASSIST IN MAKING ALL NECESSARY MEASUREMENTS AS DETERMINED BY DISTRICT.

6. INSPECTION FEE

THREE WEEKS PRIOR TO CONSTRUCTION, A DEPOSIT FOR INSPECTION FEE WILL BE MADE. THIS FEE IS ESTIMATED AT $_____. SHOULD ACTUAL COSTS BE GREATER, THE BALANCE SHALL BE PAID TO THE DISTRICT BY THE APPLICANT. SHOULD ACTUAL COSTS BE LESS, THE BALANCE SHALL BE REFUNDED TO THE APPLICANT. FEES SUBJECT TO CHANGE WITHOUT NOTICE.

7. ENGINEERING FIRM

PRIOR TO SIGNING OF WATER CONSTRUCTION DRAWINGS BY RCWD, ALL QUESTIONS CONCERNING THIS PROJECT SHALL BE DIRECTED TO:

_____
(NAME)

_____
(TITLE)

_____
(FIRM)

LEGEND AND ESTIMATE OF QUANTITIES

1. The Legend and Estimate of Quantities shall be included on the same sheet as the Index Map, in the following format:

QTY	UNIT	LEGEND	DESCRIPTION	STD. DWG.
	L.F.	1	**INSTALL** ____" C900 (or C905) class____ PVC pipeline	RW-22, RW-25
	L.F.	2	**INSTALL** ____" CML&C (__ Gauge Minimum) pipeline	RW-33, RW-34
	EA	3	**INSTALL** ____" Resilient Wedge Valve (F x GT, F x F)	RW-30, RW-31
	EA	5	**INSTALL** ____" Plug Valve (HIGH PRESSURE SYSTEMS ONLY)	
	EA	6	**INSTALL** ____" flanged Butterfly Valve (F x F)	RW-30, RW-31
	EA	7	**CONSTRUCT** 6" residential fire hydrant assembly	RW-7 OR RW-8
	EA	8	**CONSTRUCT** 6" "super" fire hydrant assembly	RW-5 OR RW-6
	EA	9	**CONSTRUCT** 4" Blow-Off assembly	RW-4
	EA	10	**CONSTRUCT** ____" Air and Vacuum Release Assembly	RW-9, RW-10,OR RW-11
	EA	11	**CONSTRUCT** ____" copper water service assembly	RW-13 OR RW-14
	EA	12	**INSTALL** ____" cast iron tee	
	EA	13	**CONSTRUCT** ____" CML & C steel tee	RW-29

APPENDIX "E"

	EA		INSTALL ____ wire test station	
	EA	14	**INSTALL** ____" cast iron cross	
	EA	15	**CONSTRUCT** ____" CML & C steel cross	RW-29
	EA	16	**INSTALL** cast iron end caps (size as noted on plans)	RW-24
	EA	17	**INSTALL** blind flange (size as noted on plans)	RW-24
	EA	18	**INSTALL** hot-tapping sleeve (size noted on plans)	
	EA	19	**CONSTRUCT** tapping flange outlet (size as noted on plans)	RW-29
	EA	20	**INSTALL** cast iron reducer (size as noted on plans)	
	EA	21	**CONSTRUCT** CML & C steel reducer (size as noted on plans)	
	EA	22	**CONSTRUCT** concrete thrust block	RW-26
	EA	23	**INSTALL** 4"/6" bypass valve assembly	RW-38
	EA	24	**INSTALL** ____° cast iron elbow	
	EA	25	**CONSTRUCT** ____° CML & C steel tee	

2. A separate entry is required for each size and type of all materials necessary for this project, including, but not limited to, size and type of pipe, valves, water services, tees, crosses, elbows, and end plugs.

TITLE SHEET SIGNATURE BLOCK

Rancho California Water District		
APPROVED FOR CONSTRUCTION:		
Director of Engineering		Date
Approvals:		
Design Date	Contracts Date	Operations Date

WATER SYSTEM CERTIFICATION

I certify that the design of the WATER SYSTEM in _____ is in accordance with the WATER SYSTEM MASTER PLAN of Rancho California Water District and that the water service, storage and distribution system will be adequate to supply water to said project.
This certification does not constitute a guarantee that it will supply water to said project at any specific quantities, flows, or pressures for fire protection or any other purpose.

Director of Engineering _____ Date _____

SIGNATURE BLOCK
(All sheets except first)

Rancho California Water District		
APPROVED FOR CONSTRUCTION:		
Design	Contracts	Operations

CONSTRUCTION APPROVAL BOX/WATER SYSTEM CERTIFICATION
APPENDIX "F"

RANCHO CALIFORNIA WATER DISTRICT
WATER CONSTRUCTION DRAWINGS CHECK LIST

TRACT NO. _____ RCWD W.O. _____

COVER SHEET

VICINITY MAP		
Scale ____		
North Arrow		
Street Names		
Title and Location of Project		
INDEX MAP		
Scale ____		
North Arrow		
Proposed Water/Sewer Line		
Layout of Project		
Appurtenances		
Manhole		
Fire Hydrants		
Detector Checks		
Air Valves		
Blow-Offs		
Pipeline		
Quantities		
Plan Layout/Sheet Reference		
NOTES		
Water System Certification		
Notifications		
General Water Notes		
RCWD Signature Block		

8/1/91

RANCHO CALIFORNIA WATER DISTRICT
WATER CONSTRUCTION DRAWINGS CHECK LIST

TRACT NO. _____ RCWD W.O. _____

PROFILE

SHEET NO.												
Type, Size, and Station: a. Tees, Crosses, Elbows, Blind Flanges, Plugs, Air Valves, Blowoffs, and Fire Hydrants												
b. Connections to Existing Facilities												
c. In-line Valves												
Stations at Bottom of Profile												
Elevations at Side of Profile												
Existing Ground Surface												
Proposed Finished Ground Surface or Pavement												
Match Lines (Station & Sheet Number)												
Flow Line of Waterline Identified												
Stationing and Flow Line Elevations for:												
a. Tees, Crosses, and Elbows												
b. Grade Breaks												
c. Hot Taps												
d. EC's and BC's												
e. Blow-Offs												
f. Air Valves												
g. End of Pipe												
h. Fire Hydrants												
Pipeline Slopes												
Pipeline Lengths												
Minimum Design Pressure												
Welded Joint Limits												
42" Minimum Cover												
Concrete Encasement Limits												
Separation from Sewer												

RANCHO CALIFORNIA WATER DISTRICT
WATER CONSTRUCTION DRAWINGS CHECK LIST

TRACT NO. _____ RCWD W.O. _____

PLAN

SHEET NO.												
RCWD Signature Block												
Title Block with Pressure Zone												
Scale (Hor. - 1"=40') (Vert. - 1"=4')												
North Arrow												
Location and Width of Right-of-Way												
Location and Width of Curb Separation												
Location and Width of Easements												
Street Names												
Lot (Parcel) Lines & Numbers, All Adjacent Tracts Identified												
Existing/Future Utilities												
Existing/Proposed Improvements												
Match Lines (Station & Sheet Number)												
Existing Water Dwg. Reference												
Pipeline Located per County Standard No. 817												
Separation from Sewer												
Stations and O.D. Elevations of Crossings (water, sewer, storm drain, and reclaimed water)												
Centerline Offset to Proposed Pipeline and Other Utilities												
Centerline Stationing (100' tick marks with Station)												
Centerline Curve Data												
a. Street												
b. Pipeline												
Type and Size of Proposed Water Pipeline												
Service Connection (Sizes, Approximate Locations)												

Recording Requested By
RANCHO CALIFORNIA WATER DISTRICT

After Recordation Return to:

Rancho California Water District
)61 Diaz Road
ıemecula, California 92390

Space Above This Line for Recorder's Use

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT (S) to the RANCHO CALIFORNIA WATER DISTRICT, a public corporation, a perpetual non-exclusive easement and right of way for pipeline or pipelines, together with incidental appurtenances, connections and structures in, over, under, upon, along, through and across the real property situated in the County of Riverside, State of California, hereinafter described.

Together with the right to grade and improve said right of way and to enter upon and to pass and repass over and along said strip of land for the construction, operation and maintenance of the facilities to be constructed in said easements by the RANCHO CALIFORNIA WATER DISTRICT.

It is understood and agreed that the easements and rights of way acquired herein are subject to the right of the owner, his successors and assigns, to use the surface of the land within the boundary lines of such easements and rights of way to the extent that such use is compatible with the full and free exercise of said easements and rights of way by the RANCHO CALIFORNIA WATER DISTRICT; provided however, that no fences, block walls, or other structures or other improvements shall be constructed upon, over, and along said easements and rights of way without first obtaining the written consent of the RANCHO CALIFORNIA WATER DISTRICT.

No fill or paving of any nature shall be placed or maintained over the surface of the ground, nor shall any earth be removed from the cover of said pipeline after construction, without first obtaining the written approval of the RANCHO CALIFORNIA WATER DISTRICT.

IN WITNESS WHEREOF, this instrument has been executed this____day of_____, 19____.

_____

_____

_____

_____

CERTIFICATE OF ACCEPTANCE

The undersigned, being the duly appointed agent of RANCHO CALIFORNIA WATER DISTRICT, a public corporation, Riverside County, California, pursuant to its Resolution No. 22, as amended by Resolution No. 196, does hereby accept on behalf of said District the grant of all interests in real estate for public purposes as described in the attached Grant of Easement dated , 19 , by and between the RANCHO CALIFORNIA WATER DISTRICT, and _____

_____

and does hereby certify that the grantee consents to the recordation of said grant.

DATED:_____, 19____.

RANCHO CALIFORNIA WATER DISTRICT

By_____

8/1/91

PLAT REQUIREMENTS:

1. North Arrow
2. Subdivision title with recording data.
3. Lot or Parcel #'s
4. Street Names
5. Right-of-Way widths
6. Township, Section and Range
7. All distances, bearings and references stated with legal description.
8. Point of Beginning
9. Bold and distinct line around proposed easement.
10. Scale
11. RCE / LS signature and stamp.

This Plat is Solely an Aid in Locating the Parcel(s) described in the Attached Document. It is not a Part of the Written Description Therein.

Rancho California Water District

EXHIBIT	PREPARED BY:	SUBJECT:				SHEET OF SHEET(S)
B		SCALE: 1"=	DRAWN BY:	DATE:	CHECKED BY:	W.O.#

PLAT REQUIREMENTS:

1. North Arrow
2. Subdivision title with recording data.
3. Lot or Parcel #'s
4. Street Names
5. Right-of-Way widths
6. Township, Section and Range
7. All distances, bearings and references stated with legal description.
8. Point of Beginning
9. Bold and distinct line around proposed easement.
10. Scale
11. RCE / LS signature and stamp.

RANCHO CALIFORNIA WATER DISTRICT

This Plat is Solely an Aid in Locating the Parcel(s) described in the Attached Document. It is not a Part of The Written Description Therein.

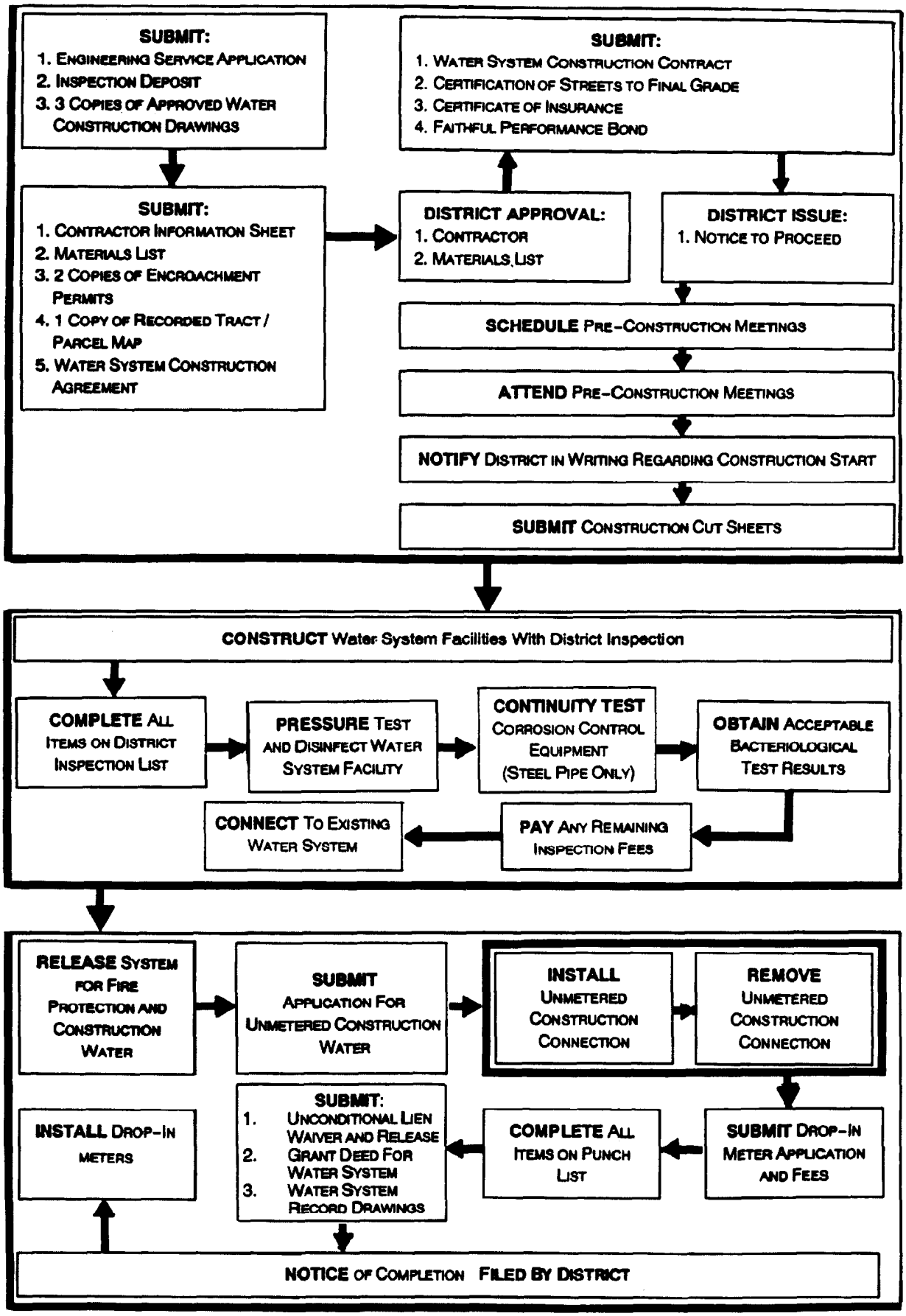
EXHIBIT	PREPARED BY:	SUBJECT:	SHEET
B			OF SHEET(S)

SCALE : 1"=_____ DRAWN BY:_____ DATE: _____ CHECKED BY:_____ W.O.#_____

8/1/91

APPENDIX "H"

FLOWCHART FOR CONSTRUCTION OF WATER FACILITIES



CONSTRUCTION STATUS SHEET

RCWD Job No. _____ Inspector_____

Location: _____

Developer: _____

Contractor:_____

RECEIVED	APPROVED	SUBMITTED
_____	_____	Engineering Service Application
_____	_____	Inspection Deposit
_____	_____	Approved Water Construction Drawings (3 Sets)
_____	_____	Contractor Information Sheet
_____	_____	Materials List
_____	_____	Encroachment Permit (2 Copies)
_____	_____	Recorded Tract/Parcel Map (1 Copy)
_____	_____	Water System Construction Agreement
_____	_____	Contract for Water System Construction
_____	_____	Certification of Streets to Final Grade
_____	_____	Certificates of Insurance
_____	_____	Faithful Performance Bond
_____	_____	Labor and Materials Bond

DATE	
_____	Notice to Proceed issued by District
_____	Preconstruction Meeting Conducted
_____	Received Cut Sheets
_____	Installed Waterlines and all Appurtenances
_____	Completed all Items on Inspectors Deficiency List

APPENDIX "J"

8/1/91

DATE

_____ Received City/County Compaction Tests Sign-off

_____ Pressure Tested System

_____ Disinfected System

_____ Samples Taken for Bacteriological Tests

_____ Acceptable Bacteriological Results Obtained

_____ All Remaining Fees and Charges Paid

_____ Connection(s) to Existing System Completed

_____ Water System Released for Fire Protection and Construction Water

_____ Unmetered Construction Water Applications Signed

_____ Unmetered Connections Removed

_____ Ready for Drop-in Meters

_____ Received Drop-in Meter Applications

_____ Received Drop-in Meter Fees

_____ Signed Drop-in Meter Applications

RECEIVED	APPROVED	SUBMITTED
_____	_____	Material and Labor Release
_____	_____	Water System Grant Deed
_____	_____	Record Drawings

DATE

_____ Filed Notice of Completion

_____ Installed Drop-in Meters

CONTRACTOR INFORMATION SHEET

Firm Name and Address: _____

_____

_____

Contractor's License No.: _____

License Class: _____

License Expiration Date: _____

Telephone No.: _____

Emergency Telephone No.:_____

Contractor's Project Manager:

Name: _____

Telephone No.: _____

Emergency Telephone No.: _____

Contractor's Superintendent:

Name: _____

Telephone No.: _____

Emergency Telephone No.: _____

Contractor's Signature: _____Date: _____

Received: Rancho California Water District:

By:_____Date: _____

APPENDIX "K"
Sheet 1

8/1/91

Contractor shall furnish three references for similar projects completed within the past three (3) years.

Contract Amount	Type of Work	Date Completed	Owner (Name & Address)	Person in Charge of Project	Phone Number of Person in Charge

RANCHO CALIFORNIA WATER DISTRICT
OF RIVERSIDE COUNTY

WATER SYSTEM CONSTRUCTION AGREEMENT
(DEVELOPER INITIATED/CONTRACTOR INSTALLED)

THIS AGREEMENT is made on this ___ day of _____, 19___, by and between RANCHO CALIFORNIA WATER DISTRICT OF RIVERSIDE COUNTY, a public agency of the State of California, hereinafter designated as the "District" and _____ located at _____, Ph. No. _____, represented by _____ hereinafter designated as the "Developer".

WHEREAS, Developer is planning a development of _____ lot(s) located within the development referenced within records of the County of Riverside, State of California, as: _____ and is further identified on the map attached to and made a part of this Agreement; and

WHEREAS, said subdivision will require a water distribution system to provide domestic water service to the lands referenced above; and

WHEREAS, Developer is desirous of having the District provide domestic water service to said lands and is willing to convey to the District the water distribution system after the construction thereof, contingent upon the District's acceptance of such conveyance on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. District agrees to provide domestic water service to the aforesaid development in compliance with its applicable rules, regulations,

ordinances, orders when, as, and if Developer has complied with the terms and conditions contained herein.

2. Developer agrees to construct the water system facilities necessary for aforesaid development in accordance with the following terms and conditions:

A. Developer will cause water system facilities to be constructed as shown on the District approved water construction drawings at its expense by a qualified California licensed Contractor. Said Contractor shall be currently licensed by the State of California with either a specialty contractor, "C-34, pipeline license or a General Engineering Contractor, "A" license. Said contractor shall be experienced in the construction of domestic water systems and shall have been reviewed by the District and approved by the District as a qualified Contractor before a contract is signed and construction begins.

B. Said water system facilities will be constructed and installed in full compliance with all applicable rules, regulations and ordinances of District including, but not limited to, District's Standard Specifications and Standard Drawings for Water and Sanitary Sewer Facilities.

C. Water construction drawings for said water system facilities shall be approved by District prior to the presentation thereof to contractors for bidding purposes and said facilities shall be constructed and installed in full compliance with said approved water construction drawings and District specifications referenced in paragraph "B" above.

D. The entire cost of the construction of such domestic system shall be paid by the Developer. Such construction shall be

inspected by District personnel for conformance with the approved drawings and District specifications.

E. The District is not responsible and does not own the water system facilities until they are inspected and approved by the District, the Faithful Performance Bond is executed and accepted by the District, all fees and charges are paid in full, the Unconditional Lien Waiver and Release and the Water System Grant Deed are executed and accepted by the District. Until such time, Developer is responsible for the facilities and is liable for all damage to said facilities.

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

G. Developer will, on demand, pay all costs incurred by the District as may be necessary to complete construction including the applicable hourly rate for an inspector for such time as may be required as determined by District to inspect the construction of the water system facilities. Said rates shall be that which is applicable at the time of actual inspection. The inspector shall work under the supervision of District, and shall provide inspection until the water system facilities is accepted and approved as stated herein.

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

A. Copy of contract between Developer and Contractor verifying cost of water system facility construction.

B. Certification of streets to final grade.

C. Certificates of insurance for contractor and all subcontractors on District form (A rating of A in the latest issue of Best's Key Rating Guide, Property-Casualty, Written by A.M. Best Company).

D. A faithful performance bond with corporate surety or sureties satisfactory to the District (A rating of A in the latest issue of Best's Key Rating Guide, Property-Casualty, Written by A.M. Best Company) on District form*. Said performance bond being for not less than one hundred percent (100%) of the total contract price. Said bond guarantees the completion of the facilities (including submission of the Unconditional Lien Waiver and Release and the Water System Grant Deed) and guarantees the materials and workmanship of the installed domestic water system against failures of any type for one (1) year from the date of the filing of the "Notice of Completion". Said bond shall provide for the payment of all costs incurred by the District for the repair of such failures within the one (1) year guarantee period.

* If separate City/County bonding is required, Developer can submit approved copy of City/County bonding in lieu of District bond.

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

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

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

B. Unconditional Lien Waiver and Release for waterline construction.

C. A Grant Deed executed by Developer vesting title of said water system facilities to the District. Said Grant Deed must be on District form and vests title only after the District files the Notice of Completion. In the event water rights are appurtenant to the development, Developer shall also grant said water rights to the District on District form.

D. An Agency Agreement will be required for each parcel if there is not a current Agency Agreement recorded against the property. The Agency Agreement gives the District the right of management of the groundwater resource to the District, for the benefit of all District customers.

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

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

8. In the event that either party shall fail to perform its part of this Agreement, and suit shall be commenced, or an attorney employed to enforce the provisions thereof, the party who fails to perform his part of the Agreement agrees to pay any and all costs involved therein, and to pay a reasonable attorney's fee.

9. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and each of them.

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

To Rancho California Water District:

Rancho California Water District
General Manager
P.O. Box 174
Temecula, California 92390-0174

To Developer:

_____

_____

_____

_____

11. This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, shall be deemed to exist or to bind the parties hereto unless hereafter duly placed in writing and executed by the undersigned.

RANCHO CALIFORNIA WATER DISTRICT

By: _____
General Manager

Date: _____

DEVELOPER

Company: _____

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX "L"

8/1/91

TO: Rancho California Water District

From: _____

(address) _____

_____

Subject: Certification of Streets to Final Grade

Tract Map No. _____, or

Parcel Map No. _____

1. There has been executed a "WATER SYSTEM CONSTRUCTION AGREEMENT" for the water mains described above; said Agreement being between:

   a. The Rancho California Water District, hereinafter designated as the "District";

   b. _____ hereinafter designated as the "Developer"

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

2. Pursuant to Section 3 of said Agreement, the Developer certifies that all streets requiring water mains are to the required Final Grade and ready for installation of water mains; wherein the Final Grade shall be defined as the finished grade of the street base or sub-base required by the Riverside County Road Department, the City of Temecula, City of Murrieta, or the District.

3. Developer agrees that if there is a change required in the final grade of the street which occurs during or after the construction of the water mains, and requires the relocation of any water facilities, the Developer will make full payment for all costs necessary to relocate said water facilities.

   Developer: _____

   Address: _____

   City/State/Zip: _____

   Telephone: _____

   Authorized Agent (sign): _____

   Name (type): _____

   Title: _____

APPENDIX "M"

8/1/91

CERTIFICATE OF INSURANCE

This certifies to the RANCHO CALIFORNIA WATER DISTRICT, located at 28061 Diaz Road, Temecula, California 92390, that the following described policies have been issued to:

Insured: _____

_____

Address: _____

_____

Coverage is provided for the following operation(s)/locations(s):

_____

_____

_____

Type of Insurance	Insurer of Policy No.	Policy Expiration Date	Limits of Liability in thousands (000) Policy Covers: Each Occurrence	Aggregate
GENERAL LIABILITY-"Occurrence" Policies Only				
[ ] Comprehensive Form [ ] Premises-Operations [ ] Owners & Contractors Protective	BODILY INJURY		$	$
[ ] Blanket Contractual [ ] Products and/or Completed Operations	PROPERTY DAMAGE		$	$
	BODILY INJURY & PROPERTY DAMAGE COMBINED		$	$
[ ] Explosion & collapse Hazard [ ] Underground Hazard [ ] Broad Form Property Damage [ ] Policy to include severability of interest clause [ ] Personal Injury Exclusion "C" Removed				
	PERSONAL INJURY		$	

(Coverage shall be at least as broad as Insurance Service Office Form No. GL 0002 covering Comprehensive General Liability and Insurance Service Form No. GL 004 covering Broad Form Comprehensive General Liability; Broad Form Comprehensive General Liability; or Insurance Service Office Commercial General Liability coverage, Occurrence Form No. CG 0001. All insurance companies issuing policies covered in this appendix are required to have a rating of A in the most current issue of Best's Key Rating Guide, Property-Casualty, Written by A.M. Best Company.)

AUTOMOBILE LIABILITY - "Occurrence" Policies Only

[ ] Comprehensive Form	BODILY INJURY (EACH PERSON)	$
[ ] Owned	BODILY INJURY (EACH OCCURRENCE	$
[ ] Hired	PROPERTY DAMAGE	
[ ] Non-owned	BODILY INJURY PROPERTY DAMAGE COMBINED	$

(Coverage shall be at least as broad as Insurance Service Office form number CA 0001 covering automobile liability, Code 1 "any auto" and endorsement number CA 0025.)

EXCESS LIABILITY - "Occurrence" Policies Only

[ ] Umbrella form	BODILY INJURY & PROPERTY DAMAGE COMBINED	$
[ ] Other than umbrella form		
[ ] WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	STATUTORY	$ (EACH ACCIDENT)

(Coverage shall be as broad as required by the Labor Code of the State of California and Employer's liability coverage.)

BUILDERS RISK (FIRE "ALL RISK") - "Occurrence" Policies Only [ ] ON 100% OF COMPLETED VALUE BASIS - $

The following provisions apply:

1. The Rancho California Water District, its officers, agents, employees, and consultants are hereby declared to be additional insureds on all of the above-mentioned described liability insurance policies, as respects the operations of the named insured at or from the premises of the Rancho California Water District described above.

2. The above-described liability insurance policies are primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to in order to cover a loss under said policy; the Rancho California Water District shall not be liable for the payment of premiums or assessments under these policies.

3. None of the above-described policies will be cancelled, limited or non-renewed until thirty (30) days after receipt by the Rancho California Water District or a written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.

4. The insured(s) issuing the above described workers' compensation and/or builders risk insurance policies waives all rights of subrogation against the Rancho California Water District, its officers, agents, employees, and consultants, designated as additional insured.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Rancho California Water District, the Owner's Representative, the Engineer/Architect and their officers, agents, employees, consultants, and volunteers.

6. The named insured(s) insurance coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

_____

Insurance Agency: _____

Address: _____

_____

_____

Authorized Representative: _____

Phone:_____ Date:_____

BOND NO. _____

FAITHFUL PERFORMANCE BOND
FOR
WATER SYSTEM CONSTRUCTION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That WHEREAS, the Rancho California Water District, has entered into a Water System Construction Agreement (All terms and conditions of said Agreement are hereby incorporated by reference) with _____, as Principal, (hereinafter designated as the "Developer"), for construction of:

_____

_____

_____; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, _____, as Developer, and _____, as Surety, are held and firmly bound unto the Rancho California Water District (hereinafter called the "District"), in the sum of _____ DOLLARS ($_____) (this amount being not less than on hundred percent (100%) of the total price of the work), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Developer, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, and conditions in said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect until Developer has completed construction of the facilities including repair of any damage of existing District facilities and provided District with an Unconditional Lien Waiver and Release and a Water System Grant Deed and has paid all fees and charges.

As a condition precedent to the satisfactory completion of the work (including submission of the Unconditional Lien Waiver and Release, submission of the Water System Grant Deed, payment of all fees and charges, and repair of any damage of existing District facilities), the above obligation shall hold good for a period of one (1) year after the completion of the Work and filing of the Notice of Completion by the District, during which time if Developer shall fail to make full, complete, and satisfactory repair and replacements and totally protect

the District from loss or damage made evident during the period of one (1) year from the date of filing of the Notice of Completion by the District, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. Notwithstanding anything in this paragraph to the contrary, the obligation of Surety hereunder shall continue so long as any obligation of Developer remains.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Agreement or of work to be performed thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Developer and Surety named therein, on the _____ day of _____, 19___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

_____
Developer (seal)

Name: _____

Title: _____

Signature: _____

_____
Surety (seal)

Name: _____

Title: _____

Signature: _____

Address: _____

_____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:
McCormick, Kidman & Behrens
District Legal Counsel

By: _____

UNMETERED CONSTRUCTION WATER APPLICATION

Temporary connections for house construction are necessary during the drywall installation phase; therefore, the service category of unmetered construction water is available.

The service is available for construction only. This service is not to be used for landscaping or any domestic/commercial use. Unauthorized use is subject to the conditions, as established in Penal Code Section 498, attached, and immediate discontinuance of water service.

A $____ monthly charge covers unmetered water use, standby charge, and periodic inspection by the Meter and Contracts Department personnel.

Prior to connection by the builder, the Contracts Manager will verify the following:

(1) In-tract water system has been tested and disinfected;

(2) Service laterals have been installed with an extra length extending a minimum of two feet above ultimate grade and 2" x 4" stakes (4 feet in length) have been installed to mark the location of the service lateral. Said stakes shall provide for temporary mounting of the extended service lateral with double check valves for the protection of the existing system. All work shall be in accordance with District's Standard Drawing No. RW-12.

At such time as the developer has completed all utility installations and established final grade to the satisfaction of the District, the temporary connection shall be removed, the delivery of water discontinued completely, and the service shall be completed in accordance with the District standard specifications.

After services have been accepted and approved by the Contracts Manager, approximately two weeks is required before meters are installed.

In accordance with the Water System Construction Agreement (all terms and conditions of said Agreement are herein incorporated by reference), the District is not responsible and does not own the water system facilities until said system is transferred to the District. Until such time, Developer is responsible for the facilities and is liable for all damage to said facilities.

I/we hereby acknowledge my/our understanding of the aforementioned conditions and intention of unmetered construction water use.

_____ _____

Service Applicant Signature Date

UNCONDITIONAL LIEN WAIVER AND RELEASE

DATE: _____

TO WHOM IT MAY CONCERN:

The undersigned has been paid in full for all labor, services, equipment or materials furnished to _____ ("Contractor") on the job for the Rancho California Water District ("District") located at _____ in the County of Riverside, State of California ("Property").

The undersigned does hereby waive and release Contractor and District from any and all liability for liens for all materials delivered and labor performed by it, all Mechanic's Liens, including ones that have been recorded, Stop Notices, or any right against a Labor and Material Bond, to or for the Job and the Property on which is it located.

This Unconditional Lien Waiver and Release, Materials and Labor, is made in accordance with Civil Code s3262 and s5 of the Water System Construction Agreement between Rancho California Water District and Developer _____, dated _____.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

_____ _____
Firms Name

_____ _____
Address

_____ _____
City, State

_____ By: _____
Authorized Representative

W.O. _____

WATER SYSTEM GRANT DEED

FOR VALUABLE CONSIDERATION paid and received,

_____ hereby grant(s) to Rancho California Water District all right, title and interest in the water system improvements for the entire domestic water distribution system facilities for the development referenced with records of the County of Riverside, State of California as _____ and agrees to indemnify the District for any and all claims, liens, causes of action or any type of liability arising from or in any way related to the construction of said facilities.

Said water system improvements are shown in detail on the construction drawings (Sheets ___ thru ___) for said development. This Grant Deed is in accordance with Section 5 of the Water System Agreement between Rancho California Water District and _____, dated _____ and is effective upon Developer providing the Unconditional Lien Waiver and Release and upon filing of the Notice of Completion by the District for the aforementioned water system improvements.

SELLERS for his heirs, executors and administrators, covenants and agrees to warrant and defend this sale of property, goods and chattels, against all and every persons claiming the same.

DATE: _____

_____

BY: _____

SEAL AND NOTARIAL ACKNOWLEDGEMENT

When recorded return to:
RANCHO CALIFORNIA WATER DISTRICT
P.O. Box 174
Temecula, CA 92390

AGENCY AGREEMENT NO._____

THIS AGREEMENT, made this_____ day of_____, 19____, by and between _____

(hereinafter referred to as "Landowner"), and RANCHO CALIFORNIA WATER DISTRICT, a public corporation organized and existing under Division 13 of the Water Code of the State of California (hereinafter referred to as the "District"); for the property described as follows: _____

_____ (legal description attached).

WITNESSETH:

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

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

WHEREAS, said land owned by Landowner is a portion of land found by the United States District, et al., in the United States of America v. Fallbrook Public Utility District, et al., in the United States District Court, Southern District of California, Southern Division, Case No. 1247, affirmed in part by the United States Court of Appeals for the Ninth Circuit, Case No. 18931, to be land riparian to certain rivers and streams, including the Santa Margarita River and its tributaries, and also which may be land overlaying percolating waters under a court decree entered December 28, 1940 in the case Rancho Santa Margarita v. Vail, 11 Cal. 2d 401 (1939), and reinstated by the United States Court of Appeals for the Ninth Circuit in said Case No. 18931; and

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

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

Section 1. Landowner hereby designates the District its exclusive agent and the exclusive agent of its assigns and successors in interest for the extraction, diversion, storage, blending and distribution of all local water upon or under the lands of Landowner referred to in the recitals hereof for the purpose of putting said local water to beneficial use to the fullest extent of which it is capable for the lands and inhabitants of Landowner and all other lands within the watershed of the Santa Margarita River and its tributaries on which said local water now and hereafter may be legally applied. It is the intention of Landowner by this Agreement to maintain a binding and permanent arrangement whereby said local water shall be properly maintained and be perpetually delivered and distributed to all of said lands entitled thereto and the subdivisions thereof for the use of Landowner, its assigns and its successors in interest and other owners of such lands.

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

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

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

Section 5. The District agrees to divert, extract, store and distribute local water for the benefit of Landowner. The District agrees to acquire by lease, purchase, gift or otherwise all wells and water distribution facilities useful and necessary to extract, store and distribute said local water to the lands and inhabitants entitled thereto in accordance with this Agreement. Nothing contained herein shall prohibit the District from exercising any of its powers granted by the California Water District Law nor shall the District be prohibited from acquiring supplemental water for distribution to all lands within the District.

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

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

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

Section 9. This Agency Agreement shall inure to the benefit of and be binding on the assigns and successors in interest of the District and of the Landowner. In the event Landowner shall convey, transfer or in any manner alienate title to all or any portion of the real property of Landowner located within the District, the successors in interest in the fee simple estate or any lesser estate of said real property shall execute an Agency Agreement in the identical form hereof as a condition precedent to said transfer; provided, however, non-compliance with said condition shall in no wise be construed to annul or terminate the agency created hereby and all rights and duties hereunder shall be binding on the assigns and successors in interest of the real property of Landowner located within the District.

Section 10. If any one or more of the terms, provisions, covenants or conditions of this Agency Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Agency Agreement shall be affected thereby, and each provision of this Agency Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

(CORPORATE SEAL)

_____

_____
"Landowner"

ATTEST:

Secretary _____

RANCHO CALIFORNIA WATER DISTRICT

By _____
President "District"

8/1/91

APPENDIX "S"

ORPORATE ACKNOWLEDGMENT:

State of _____ }
SS.
County of _____ }

On this the _____ day of _____ 19____, before me,

_____,

the undersigned Notary Public, personally appeared

_____,

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as _____ or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.
WITNESS my hand and official seal.

_____
Notary's Signature

ENERAL ACKNOWLEDGMENT:

ate of _____ }
SS.
ounty of _____ }

On this the _____ day of _____ 19____, before me,

_____,

the undersigned Notary Public, personally appeared

_____,

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) _____ subscribed to the within instrument, and acknowledged that _____ executed it.
WITNESS my hand and official seal.

_____
Notary's Signature

OR COUNTY USE ONLY:

Exhibit F

Required Approvals

NONE