

No Recording Fee  
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Government Code  
Section 27383

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C.V.W.D.

DOC # 2001-524777

10/25/2001 08:00A Fee:NC

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

COACHELLA VALLEY WATER DISTRICT  
Post Office Box 1058  
Coachella, California 92236

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FILE 0421.1 - TRACT 29771  
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DOMESTIC WATER AND/OR SANITATION SYSTEM INSTALLATION



A G R E E M E N T

THIS AGREEMENT is made on this 17th day of September 2001 by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California, with its headquarters at Coachella, California, hereinafter designated as "District" and Ford Davall Group, LLC, located at 68-936 Adelina Road, Cathedral City, Ca 92234, hereinafter designated as "Subdivider."

WHEREAS, Subdivider is developing a subdivision of 128 lots located in the NE quarter of Section 34, Township 4 South, Range 5 East, San Bernardino Meridian, and has filed a Tentative Subdivision Map with the Planning Commission of the County/City of Cathedral City, which tentative subdivision has been designated as Tract No. 29771, hereinafter designated "Subdivision" and described on Exhibit A; and

WHEREAS, said Subdivision will require a water distribution system and/or sanitation system and domestic water service and/or sanitation service to each of said 128 lots; and

WHEREAS, Subdivider is desirous of having District provide domestic water and/or sanitation service to said Subdivision and is willing to transfer to District the water distribution system and/or sanitation system necessary therefor after the construction thereof and District is willing to accept such transfer and to provide domestic water service and/or sanitation service to said Subdivision on the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subdivider will comply with District's "Regulations Governing Domestic Water Service," "Regulations Governing Sanitation Service," and "Instructions for Preparation of Improvement Plans for Domestic Water Systems and/or Sanitary Sewer Systems" as the same may be amended from time to time, the provisions of which are incorporated herein by reference.

2. The domestic water system and/or sanitation system to serve said Subdivision shall be constructed in accordance with District's "Standard Specifications for the Construction of Domestic Water Systems" and/or "Standard Specifications for the Construction of Sanitary Sewer Systems" and such specifications and construction plans prepared by Subdivider and which shall be approved by District prior to the presentation thereof to contractors for bidding purposes. The domestic water system shall include all pipelines, valves, service connections, fire hydrants, and appurtenances, excepting only the water meter to the individual lots. The sanitation system shall include, manholes, pipelines, house laterals, pump stations, and appurtenances.

3. The Contractor employed by Subdivider to construct the domestic water system and/or sanitation system shall be licensed by the State of California for these types of construction and in addition shall be approved by District for such purpose.

4. The entire cost of the construction of the domestic water system and/or sanitation system shall be paid by Subdivider. The construction will be inspected by District inspection personnel to the end that the domestic water system and/or sanitation system facilities are constructed and installed pursuant to this agreement in accordance with the approved plans and specifications. This inspection is not for the purpose of determining installed footage of water or sewer pipeline or for compliance by the Contractor with safety requirements.

5. Prior to the release of the improvement plans for the domestic water system and/or sanitary sewer system Subdivider shall furnish to District the following:

a. Bill of Sale for conveyance of the domestic water system and/or sanitation system.

b. Any and all Deed(s) of Easement or Grant Deed(s) to any rights-of-way or other real property interests necessary for the operation of the domestic water system and/or sanitation system or to comply with the requirements of District's Regulations Governing Domestic Water and/or Sanitation Service.



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c. Written petitions for the annexation of its lands to be developed to those Improvement Districts of District which are applicable to the public services to be provided.

d. An irrevocable letter of credit or a certificate of deposit from a bank or savings and loan located and doing business in the State of California naming District as sole beneficiary with the exclusive right of withdrawal according to the following; in the amount of \$2,000 or five percent of the amount of the construction contract(s), whichever sum is greater, as security for the purpose of guaranteeing the completion of construction as provided in Paragraph 2 and to further guarantee that Subdivider shall comply with Paragraphs 6 and 7 herein. Said security shall provide that District has the absolute right five days after the mailing of a written notification to Subdivider by certified mail at Subdivider's address herein to draw all or a portion of the funds represented by the security as may be necessary to complete construction, including administrative and all other project costs or to secure compliance with the provisions of Paragraphs 6 and 7.

Said security, less draws, if any, will be returned to Subdivider upon acceptance of the domestic water system and/or sanitation system by District.

6. Prior to the installation of water meters or the acceptance of the domestic water system and/or sanitation system by District, whichever occurs first, Subdivider shall furnish to District and/or comply with the following:

a. Pay all Water System Backup Facilities Charges and/or Sanitation Capacity Charges which are in effect at the time payment is tendered.

b. As to any water well developed by Subdivider for golf course irrigation or other purposes in connection with said Subdivision, execute a separate well-metering agreement with District. Said agreement will be mailed to Subdivider by District.

Section 31638.5 of Chapter 7, Part 6 of Division 12 of the Water Codes states that: "It shall be unlawful to produce water [in excess of 25 acre feet per year]...unless the well or other water producing facility producing such water shall have a water-measuring device [meter] affixed thereto which is capable of measuring and registering the accumulated amount of water produced."

c. Upon execution of a well-drilling contract, for the golf course irrigation well as described in Subparagraph 6.b. above, notify District of intent to drill said well, the required meter size, and upon completion of the



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well shall install a meter and pump discharge manifold according to District specifications, at Subdivider's expense. In the event that the meter installation and pump discharge manifold is not completed according to District specifications and with District's approval, District shall have the right to direct that the entire discharge manifold assembly be reconstructed at Subdivider's expense. District, for Subdivider's convenience, will make available the meter and meter installation specifications upon request to District by Subdivider and/or well driller's authorized representative.

After completion of the meter installation District will, at District's expense, obtain a hydraulic pump test on the well for determining any meter correction factors.

District employees and agents shall at reasonable times over lands owned by Subdivider on which said well is located, have the right of ingress and egress.

District will own, operate, maintain, and replace said meter at District expense. District will read said meter at periodic intervals and make such readings available to Subdivider if so requested. Subdivider agrees that District may obtain copies of current and past electrical power consumption and well pump test data directly from the electrical utility serving the well or from any individual conducting said tests, without obtaining additional releases.

d. As to any domestic water well site(s) and/or sanitary sewer lift station site(s) provided by Subdivider:

1) Grading plans of the site(s) for District approval. After the grading plans have been approved by District, grade site(s) in accordance with approved plans.

2) Plans for perimeter walls and exterior landscaping for District approval. After the plans have been approved by District, construct the walls and landscaping in accordance with the approved plans. The design of the walls shall include consideration of noise attenuation to maintain exterior noise levels for residential development while the well or lift station is in operation. Said perimeter walls shall be installed prior to District providing service.

3) Provide electrical power of a voltage and wattage necessary for the well or lift station operation to the site(s). Plans for this installation shall be approved by the District prior to construction.

4) Plans for the acceptance of well site drainage and well discharge water from the well site(s) into the on-site drainage facilities



for District approval. After the plans have been approved by District, construct and maintain the facilities necessary for the conveyance of these waters from the well site(s) in accordance with approved plans. Subdivider shall include these conditions in the Covenants, Conditions and Restrictions for said Subdivision.

5) Be responsible for the exterior landscaping at the site(s).

e. A certified copy of the Covenants, Conditions and Restrictions for said Subdivision.

7. As to any electrically or electronically operated security gate system installed by Subdivider and designed to be functional without an operator/guard, District shall have the right to install radio controls to operate said gate(s) at Subdivider's expense. Subdivider shall pay District the sum of \$2,500 as the cost of said radio controls prior to the installation of water meters or the acceptance of the domestic water system and/or sanitation system by District, whichever occurs first. District will operate, maintain, and replace said radio controls at District expense.

8. Prior to the acceptance of the domestic water system and/or sanitation system by District, Subdivider shall furnish to District any and all requested documents, including but not limited to the following:

a. A Declaration by Subdivider or its Contractor(s) that the Contractor(s), or any party who furnished material in the construction of the domestic water system and/or sanitation system, have been paid in full;

b. As-Built Drawings of the domestic water system and/or sanitation system. Acceptance by District of the domestic water system and/or sanitation system shall vest title thereto in District without any further action on the part of Subdivider.

c. A surety bond, irrevocable letter of credit or a certificate of deposit from a bank or savings and loan located and doing business in the State of California, naming District as sole beneficiary with the exclusive right of withdrawal according to the following; in the amount of \$2,500 or ten percent of the amount of the construction contract(s), whichever sum is greater, to guarantee the performance of the installed domestic water system and/or sanitation system as against failures of any type, the period of said guarantee and said warranty shall be for one year from the date of the acceptance of the domestic water system and/or sanitation system by District. Said security, less any charges by District, shall be returned to Subdivider at end of one year.



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9. Upon the request of Subdivider, District will furnish to the appropriate departments of the appropriate City or County, the Department of Real Estate and/or Department of Corporation of the State of California, a letter from District indicating that financial arrangements have been made for the construction of the domestic water system and/or sanitation system for said Subdivision and District is willing to provide domestic water service and/or sanitation service to each and every lot therein, provided Subdivider has done all of the following:

- a. Complied with all provisions of this Agreement applicable at the time,
- b. Furnished District an irrevocable letter of credit or certificate of deposit from a bank or savings and loan located and doing business in the State of California in a form approved by District in the amount of \$2,000 or five percent of the amount of the construction contract(s), whichever sum is greater,
- c. Furnished District with a copy of the Bond filed with the appropriate City or County, guaranteeing the construction of required Subdivision improvements, including the domestic water system and/or sanitation system provided for herein, and
- d. Paid to District any amount due under the Water System Backup Facilities Charge, and/or Sanitation Capacity Charge as may be applicable, i.e., those in effect at the time payment is tendered to District.
- e. Initiated a Well Metering Agreement with District (if applicable).

10. District shall not be liable for the replacement of decorative concrete and other surface improvements which District may be required to remove in the future to gain access to the domestic water and/or sanitary sewer pipelines and appurtenances. District shall not be responsible for seal coating, overlaying or otherwise resurfacing street improvements outside the immediate area of construction. Subdivider shall include these conditions in the Covenants, Conditions, and Restrictions for said Subdivision.

11. District shall not be liable for the maintenance including but not limited to malicious damage and graffiti of the exterior walls and landscaping around the domestic water well site(s) and/or sanitary sewer lift station site(s) provided by Subdivider. Subdivider and its successors shall be responsible for the maintenance of these improvements. Subdivider shall include this condition in the Covenants, Conditions and Restrictions for said Subdivision.



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12. District shall not be subject to the approval of Subdivider or Homeowners Association on any use, restrictions or conditions for any domestic water well site(s) and/or sanitary sewer lift station site(s) provided by Subdivider. Subdivider shall include an acknowledgement of these conditions in the Covenants, Conditions and Restrictions for said Subdivision.

13. Subdivider will provide notice to the purchaser of any homes within 300 feet of any District domestic water well site(s) and/or sanitary sewer lift station site(s) of the fact that District owns the property and its proposed and/or actual use and the activities that are involved during the construction and operation of said domestic water well and/or sanitary sewer lift station, such as heavy equipment operation including drilling and maintenance derricks which may create noise and vibration. Subdivider shall include an acknowledgement of these conditions in the Covenants, Conditions and Restrictions for said Subdivision.

14. In the event that construction of the facilities which are the subject of this Agreement has not begun within 12 months of the date of this Agreement or, having been completed, said facilities have not been accepted by District within 24 months of said date, District shall have the right to declare this Agreement void. In the event District exercises said right, it shall have no further obligations under this Agreement. Any new or revised Agreement and any related domestic water and/or sanitary sewer plans shall reflect any new conditions in effect at that time. Costs, fees and charges due under said new or revised Agreement shall be those which are in effect at the time payment thereof is tendered.

15. In the event that Subdivider fails to perform any obligation under this agreement, Subdivider agrees to pay all costs and expenses incurred by District in securing performance of such obligations, including costs of suit and reasonable attorney's fees.

16. Subdivider hereby binds itself, its executors, administrators and assigns, and agrees to indemnify, defend and hold District harmless from any losses, claims, demands, actions or causes of action of any nature whatsoever, arising out of or in any way connected with the improvements agreed to be constructed and installed under this agreement by Subdivider, including cost of suit and reasonable attorney's fees.

17. Following fulfillment of the terms and conditions herein and acceptance by District of the domestic water system and/or sanitation system, District will provide domestic water service and/or sanitation service to said Subdivision in accordance with District's Regulations cited in Paragraph 1.



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18. This Agreement is binding on the assigns of District and on the assigns, successors, and representatives of Subdivider.

PLEASE ATTACH APPROPRIATE  
NOTARIAL CERTIFICATES

COACHELLA VALLEY WATER DISTRICT

By: Tom Levy  
Tom Levy  
General Manager-Chief Engineer

Dated: September 17, 2001

PLEASE ATTACH APPROPRIATE  
NOTARIAL CERTIFICATES

SUBDIVIDER

Ford Dava [Signature] Group, LLC

By: Mario Gonzales, President  
(Monsieur Mouton)

Dated: 9/26/01





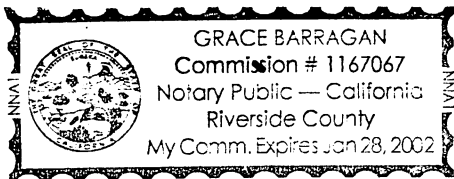
STATE OF CALIFORNIA )  
 ) ss.  
County of Riverside )

On October 1, 2001, before me, Grace Barragan, Notary Public, personally  
appeared Tom Levy-----,

(X) personally known to me ( ) proved to me on the basis  
of satisfactory evidence

to be the person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Grace Barragan*  
Grace Barragan, Notary Public in  
and for said County and State

CAPACITY CLAIMED BY SIGNER:

( ) Individual(s)	( ) Attorney-In-Fact
( ) Partner(s)	( ) Subscribing Witness
( ) Trustee(s)	( ) Guardian/Conservator
(X) Corporate	( ) Other:

Officer General Manager-Chief Engineer  
Title

SIGNER IS REPRESENTING:

Name of Entity: Coachella Valley Water District

OPTIONAL SECTION

Title or type of Document: Domestic Water and/or Sanitation Installation  
Agreement with Ford Davall Group, LLC.

Document Dated: September 17, 2001 Number of Pages: 8 plus attachments.

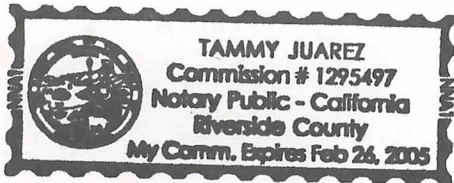


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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Riverside } ss.  
On 1/26/01 before me, Tammy Juarez,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Mario Gonzalez,  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



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

WITNESS my hand and official seal.

Tammy Juarez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Domestic Water & Sewer Agreement

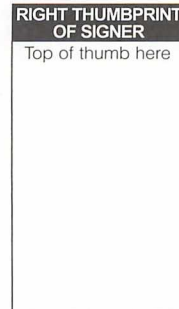
Document Date: 1/25/01 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
  - Corporate Officer — Title(s): \_\_\_\_\_
  - Partner —  Limited  General
  - Attorney in Fact
  - Trustee
  - Guardian or Conservator
  - Other: \_\_\_\_\_

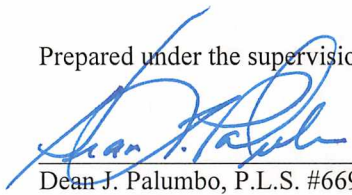
Signer Is Representing: \_\_\_\_\_



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 5 EAST SAN BERNARDINO MERIDIAN, IN THE CITY OF CATHEDRAL CITY, STATE OF CALIFORNIA.

Prepared under the supervision of:



Date: April 11, 2001

Dean J. Palumbo, P.L.S. #6697  
Expires 06/30/04  
THE KEITH COMPANIES, INC.  
41-865 Boardwalk, Suite 101  
Palm Desert, CA 92211  
(760) 346-9844



GERALD FORD DR

N89°55'34"E 1318.16'

DA VALL

N00°37'12"E 1319.96'

NE 1/4, NE 1/4  
SECTION 34  
T4S, R5E, SBM

N89°55'55"E 1319.19'

N00°39'53"E 1319.84'

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100.000,0000.000.0000  
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SCALE: 1" = 200'



PREPARED UNDER THE  
SUPERVISION OF:

*Dean J. Palumbo*

*April 11, 2004*

DEAN J. PALUMBO, P.L.S. 6697 DATE

The Keith Companies	<b>TKC</b>
41-865 Boardwalk, #101 Palm Desert, CA 92211 (760) 346-9844	

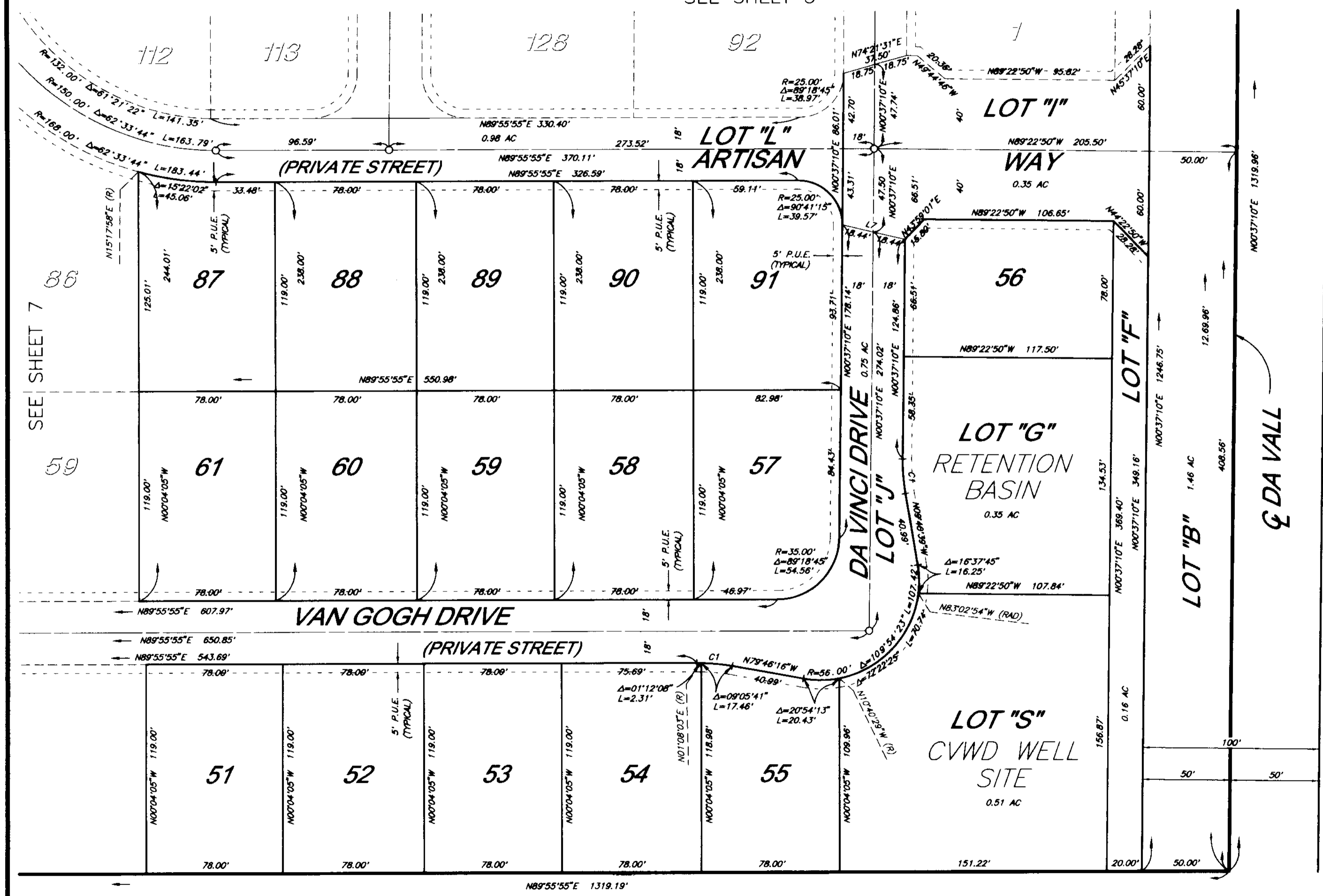
SEE SHEET 2 OF 8 SHEETS FOR SURVEYOR'S NOTES, EASEMENT NOTES, AND LOT AREAS.

# Tract Map No. 29771

BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 5 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

THE KEITH COMPANIES - PALM DESERT DIVISION NOVEMBER, 1999.

SEE SHEET 3



Curve Table			
NO.	DELTA	RADIUS	LENGTH
C1	10°17'48"	110.00'	19.77'

Bearing Table		
NO.	BEARING	DIST
L7	N76°53'58"W	36.88'

