FILED
06-02-11
04:22 PM

ATTACHMENT A

C.09-11-019 GW2/lil

Recording Requested by
When Recorded Return to

Coachella Valley Water District
P O Box 1058
Coachella CA 92236-1058
Attn: General Manager/Chief Engineer

No Fee Govt. Code §27383

DOC # 2011-0161374
04/12/2011

Customer Copy Label
The paper to which this label is affixed has not been compared with the recorded document

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

File: 0001.3
0481.06.1
0655.

APN: 751-060-026

AGREEMENT

THIS AGREEMENT ('Agreement') is made on this 16TH day of MARCH, 2011 by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California ('District') and JAMES M. MARTIN and BETTY A. MARTIN, as Co-Trustees of the Martin Family Trust dated JULY 12, 1972 (collectively, 'Martin').

RECITALS

A. Martin is the owner of certain real property located in the County of Riverside, State of California and legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference incorporated herein ('Property').

B. Martin operates a mobile home park on the Property consisting of eighty-six (86) mobile homes, a rental cottage, manager's house, clubhouse, and laundry facilities for a total of ninety (90) service connections. Martin provides water to the Property from certain on-site water facilities, including a well and water tank ('On-Site Facilities') through existing on-site domestic water pipelines ('On-Site Pipelines').

C. The California Department of Public Health ('CDPH') has requested District provide domestic water to the Property and District has agreed to provide domestic water to the Property. In connection therewith, the District has applied for and received Proposition 84 ('Prop 84') funding through the CDPH in the sum of Thirteen Thousand Three Hundred Forty Dollars ($13,340.00) to complete a feasibility study ('Study) including engineering design of the domestic water facilities from the District's existing domestic water system to the Property.

D. The District has agreed, upon receipt of additional state funding from the CDPH, to (i) construct, install and connect domestic water facilities from the District's existing domestic water system to the Property, including pipelines, two (2) two inch (2') meters with backflow devices and four (4) six inch (6') fire hydrant assemblies along the pipeline ('Off-Site Facilities') and (ii) pay the District's connection fees, including the dwelling unit charges, meter surcharges and supplemental water supply charges (collectively, 'District Fees').

E. Upon construction of the Off-Site Facilities, District will serve domestic water to the Property on the terms and conditions set forth herein.

070807-4-005

NOW, THEREFORE, in consideration of the preceding promises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. All of the Recitals are hereby incorporated herein by this reference as to the same extent as though herein again set forth in full.

2. The following shall be conditions precedent to District's obligation to serve domestic water to the Property:

(a) Satisfaction of all requirements of the California Environmental Quality Act.

(b) Design, construction and installation of the Off-Site Facilities to the satisfaction of the District.

(c) Design and extension of the On-Site Pipelines to the Point of Connection (as defined herein) pursuant to the provisions of Section 4.

(d) Disconnection of the On-Site Facilities pursuant to Section 4.

3. (a) District shall offset the actual costs of the design and construction of the Off-Site Facilities and any other costs arising out of or in connection with the same and the actual amount of the District Fees in existence at the time domestic water service is provided to the Property (collectively, "Project Costs").

(b) Martin shall be responsible for the following costs and expenses:

(i) Martin shall be responsible for all Project Costs in excess of state funding allocated for the either the Study or the construction of Off-Site Facilities. In the event that such costs exceed such amount, Martin shall reimburse District for such amounts pursuant to the terms and conditions of subsection (ii) below.

(ii) From time to time District shall forward invoices to Martin for such costs referred to in subsections (i) above. Martin shall pay the amounts shown in the invoices within ten (10) business days of deemed receipt pursuant to Section 8(a). In the event any amount is not paid when due, Martin shall pay to District an additional ten percent (10%) for each payment due as an administrative process charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that District will incur by reason of late payment by Martin. Any payment not paid when due shall bear simple interest at the rate of ten percent (10%) per annum (provided such amount shall not exceed the maximum rate allowed under California law) from the date due until paid in full.

(iii) In the event state funding in the amount of the District's construction cost estimate for the Off-Site Facilities is not provided by the anticipated Prop 84 funds, District and Martin shall each have the option to cancel and terminate this Agreement.

4. (a) The Off-Site Facilities shall be tied to the On-Site Pipelines at such location generally described and/or depicted on Exhibit "C" attached hereto and by this reference incorporated herein or at such other location as shall be agreed to by the District ("Point of Connection").

(b) Martin shall, at Martin's sole cost and expense, disconnect the On-Site Facilities from the On-Site Pipelines in accordance with the laws, rules, ordinances and regulations of all governing bodies and agencies having jurisdiction over such work. Martin shall, at Martin's sole cost and expense, design and extend the On-Site Pipelines to the Point of Connection. The On-Site Pipelines shall be designed, constructed and reconstructed to meet the fire flow requirements set forth in Section 6 below. Martin has the sole responsibility to operate, maintain, replace, repair, reconstruct and improve the On-Site Pipelines from the Point of Connection.

(c) Martin understands and agrees that once the On-Site Pipelines are tied to the Off-Site Facilities and the District approves domestic water service to the Property, Martin will surrender its water supply permit to Riverside County and therefore, will no longer operate a public water system.

(d) District shall own, operate, maintain and repair the Off-Site Facilities, including the meters as a part of the District domestic water system.

5. Subject to the satisfaction of the terms of this Agreement, District shall provide domestic water service to the Property, subject to the circumstances within the control of District or as otherwise provided by District's rules, regulations, ordinances, policies and procedures as may be amended from time to time.

6. Subject to water availability and any exceptions, exclusions or protections provided by federal, state and local laws, rules, regulations, ordinances and rulings with respect to the provision of fire flow, including those of the District, the District will provide fire flow of One thousand (1,000) gallons per minute to the Property, subject to the completion of all requirements set forth herein and to circumstances within the control of District.

7. Martin shall assume the defense of, indemnify and hold harmless District and its officers, directors, administrators, representatives, consultants, engineers, employees and agents, and their respective successors and assigns (collectively, "District Indemnitees") and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to reasonable attorneys' fees), claims, losses and expenses of every type and description (collectively, "Costs") to which they may be subjected or put, by reason of, or resulting from: (a) the On-Site Facilities and On-Site Pipelines; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act or neglect on the part of Martin or his Representatives (as defined below); (c) any death, injury, property damage, accident or casualty caused or claimed to be caused by Martin or his Representatives or including Martin or his Representatives or his or their property; (d) any breach by Martin of his obligations under this Agreement; and (e) any enforcement by District of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this Section. If Martin fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including fees and costs, to Martin and to recover the same from Martin. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

8. (a) All notices provided for the hereunder shall be in writing and mailed (registered

or certified, postage prepaid, return receipt requested), or by express carrier (return receipt requested) or hand delivered to the parties at the addresses set forth below or at such other addresses as shall be designated by such party in a written notice to the other party in accordance with the provisions of this Paragraph. All such notices shall, if hand delivered, or delivered by express carrier, be deemed received upon delivery and, if mailed, be deemed received three (3) business days after such mailing.

DISTRICT:

Coachella Valley Water District
Attention: Steve Robbins, General Manager — Chief Engineer
Post Office Box 1058
Coachella, California 92236

MARTIN:

Sunbird Mobile Home Park
Attention: Mr. James Martin
31103 Rancho Viejo Road, #2175
San Juan Capistrano, California, 92675

Hawkeye Asset Management
1121 Glenneyre Street
Laguna Beach, CA 92651

(b) Time is of the essence of this Agreement and each and every term and provision thereof.

(c) This Agreement shall be construed as if prepared by all of the parties hereto. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

(d) No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

(e) This instrument, together with the exhibits attached hereto and other writings referenced herein, contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements between the parties, oral or written, and any and all amendments thereto. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the parties to be charged.

(f) In the event of any litigation or other action between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and attorneys' fees.

(g) If any provision of this Agreement shall be ruled invalid, illegal or

unenforceable, the parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, affect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with clause (i) above to give effect to the intent of the parties without the invalid, illegal or unenforceable provision. To the extent the parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(h) Each party hereto agrees to execute and deliver such documents and perform such other acts as may be necessary to effectuate the purposes of this Agreement.

(i) Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

(j) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(k) The parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the Federal or State courts located in Riverside County, California, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

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

MARTIN:

JAMES M. MARTIN and BETTY A. MARTIN,
Co-Trustees of the MARTIN FAMILY TRUST
dated JULY 12, 1972

Sunbird Mobile Home Park

James M. Martin, Trustee

James M. Martin, Trustee

Betty A. Martin, Trustee

Betty A. Martin, Trustee

DISTRICT:

COACHELLA VALLEY WATER
DISTRICT,a public agency

By J. M. Barrett 3-22-11
J. M. Barrett
Assistant General Manager
FOR Steven Robbins, General Manager/Chief Engineer

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On 3-16-2011 before me, WILLIAM N ODELSON _____ Notary Public, personally appeared BETTY A HARTIN, JAMES M HARTIN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

WILLIAM N. ODELSON
Commission # 1812084
Notary Public - California
Orange County
My Comm. Expires Oct 1, 2012

Signature: _____ (Seal)

STATE OF CALIFORNIA)
) ss
COUNTY OF)

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

C.09-11-019 GW2/lil

STATE OF CALIFORNIA)
) ss.
County of Riverside)

On April 11, 2011, before me, Grace Gil, Notary Public, personally appeared J. M. Barrett, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

GRACE GIL
COMM. #1879053
NOTARY PUBLIC • CALIFORNIA
RIVERSIDE COUNTY
Commission Expires FEB 2, 2014

Grace Gil

Grace Gil, Notary Public in
and for said County and State

COMMISSION NO. 1879053

MY COMMISSION EXPIRES FEBRUARY 2, 2014

CAPACITY CLAIMED BY SIGNER: Assistant General Manager

SIGNER IS REPRESENTING: Coachella Valley Water District

EXHIBIT LIST

EXHIBIT "A"	**DESCRIPTION OF PROPERTY**
EXHIBIT "B"	**DEPICTION OF PROPERTY**
EXHIBIT "C"	**POINT OF CONNECTION**

EXHIBIT "A"

TO AGREEMENT

DESCRIPTION OF PROPERTY

EXHIBIT "A"
AGREEMENT
JAMES M. MARTIN AND BETTY A. MARTIN AS CO-TRUSTEES
OF THE MARTIN FAMILY TRUST DATED JULY 12, 1972
APN 751-060-026

ALL THAT PROPERTY DESCRIBED AS PARCEL 1 IN QUITCLAIM DEED RECORDED DECEMBER 24, 1998 AS INSTRUMENT NO. 559038, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN THE UNICORPORATED AREA OF SAID COUNTY AND STATE, FURTHER DESCRIBED AS FOLLOWS:

THE SOUTH 660.00 FEET (MEASURED ON THE WEST LINE) OF THE WEST 660.00 FEET (MEASURED ON THE SOUTH LINE) OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 8 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

SAID LAND IS ALSO SHOWN AS A PORTION OF PARCEL 1 OF MAP ON FILE IN BOOK 36, PAGE 87, OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS, A CERTIFICATE OF COMPLIANCE WAS RECORDED MARCH 5, 1993 AS INSTRUMENT NO. 83942, OFFICIAL RECORDS.

CONTAINS 10.00 ACRES (MORE OR LESS).

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

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE COACHELLA VALLEY WATER DISTRICT IN FEBRUAURY, 2011.

BRIAN BADEN L.S. 5877 — 2/24/11 DATE

LICENSED LAND SURVEYOR
BRIAN A. BADEN
NO. 5877
Exp. 12-31-12
STATE OF CALIFORNIA

EXHIBIT "B"

TO AGREEMENT

DEPICTION OF PROPERTY

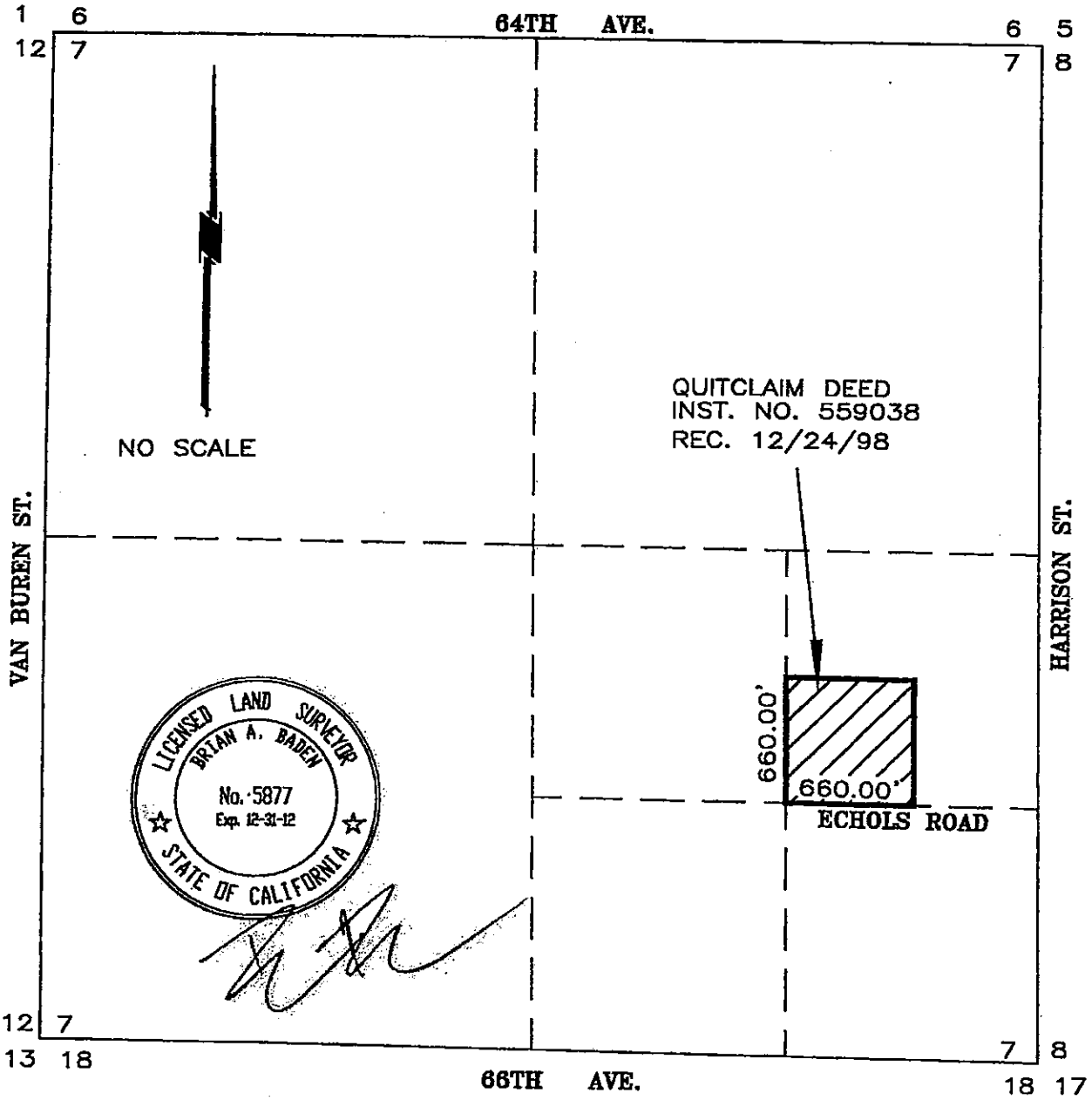
C.09-11-019 GW2/lil

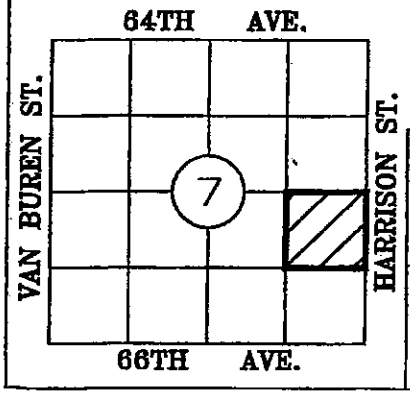
EXHIBIT "B"

SHEET 1 OF 1 SHEET

JAMES M. MARTIN AND BETTY A. MARTIN AS CO-TRUSTEES OF THE MARTIN FAMILY TRUST DATED JULY 12, 1972

APN 751-060-026





CONTAINS 10.00 ACRES MORE OR LESS.

COACHELLA VALLEY WATER DISTRICT

COACHELLA, CALIFORNIA
AGREEMENT

"SUNBIRD MOBILE HOME PARK"

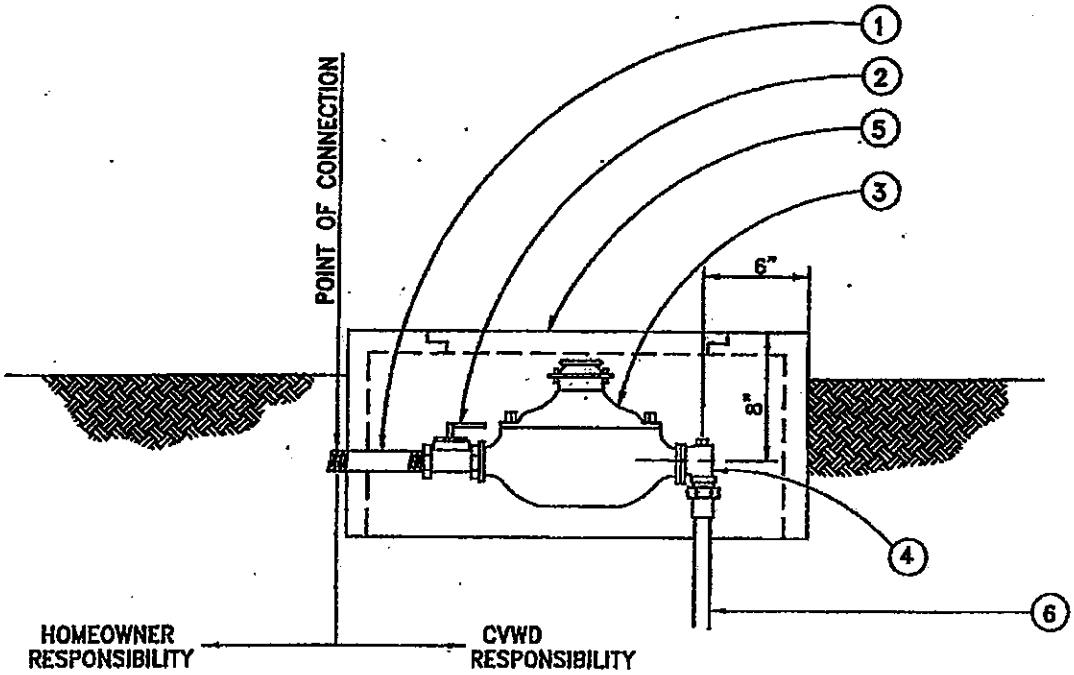
POR. OF THE NE 1/4 OF THE SE 1/4 OF SECTION 7
T.7S., R.8E., S.B.M.

EXHIBIT "C"

TO AGREEMENT

POINT OF CONNECTION

EXHIBIT "C"



ITEM NO.	NO. REQ.	SIZE AND DESCRIPTION	REMARKS
1	1	2" NIPPLE	TO BE INSTALLED BY DISTRICT
2	1	2" BALL VALVE	
3	1	1-1/2" OR 2" METER	
4	1	2" ANGLE METER STOP	
5	1	METER BOX & LID	
6	1	2" SERVICE LINE	

COACHELLA VALLEY WATER DISTRICT

DETAIL OF 2" SERVICE INSTALLATION

(END OF ATTACHMENT A)