

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

RANCHO CALIFORNIA WATER  
DISTRICT  
42135 WINCHESTER ROAD  
POST OFFICE BOX 9017  
TEMECULA, CA 92589-9017

EXEMPT FROM RECORDING FEE (GOV. CODE §6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOCATION NO. \_\_\_\_\_

RA - -

**RECYCLED WATER  
AGREEMENT**

**RANCHO CALIFORNIA WATER DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Rancho California Water District, a public agency ("DISTRICT"), the City of Temecula, a California municipal corporation ("CITY"), and Riverside County Flood Control and Water Conservation District ("RCFC"). DISTRICT and CITY and RCFC are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

- A. The Santa Rosa Regional Resources Authority ("SRRRA"), a Joint Powers Authority formed by several water districts including the DISTRICT, owns and operates a major system of sewage interceptor, transmission, treatment, disposal, and water reclamation facilities, hereafter referred to as DISTRICT's Regional Water Reclamation System; and
- B. Water that has been completely treated through the DISTRICT's Regional Water Reclamation System shall hereinafter be referred to as "Recycled Water;" and
- C. DISTRICT affirms that it has the legal right, title and interest in the Recycled Water from the Regional Water Reclamation System necessary to convey Recycled Water to the CITY pursuant to the terms of this Agreement; and
- D. DISTRICT Pipelines conveying Recycled Water shall hereinafter be referred to as "Recycled Water Mains"; and
- E. In accordance with DISTRICT policies, the Recycled Water, which results from the operation of the DISTRICT's Regional Water Reclamation System, has been made available for approved uses; and

- F. RCFC own a certain number of parcels that are part of the Murrieta Creek Phase IIA project, which includes landscaping, recreational amenities open to public use, and other improvements located on the parcels identified in Exhibit A, attached hereto and incorporated herein (“Service Parcels”); and
- G. CITY and RCFC desire to receive Recycled Water service from DISTRICT for the Service Parcels; provided, however, that CITY shall be the Party responsible for purchasing, accepting delivery of, controlling, and making use of Recycled Water under this Agreement; and
- H. CITY desires to purchase, accept delivery of, control, and use the quantity of Recycled Water provided for in Section 4 herein for approved irrigation purposes within the boundaries of the DISTRICT on all of the Service Parcels, under the terms and conditions set forth herein; and
- I. RCFC consents to CITY purchasing, accepting delivery of, controlling, and using Recycled Water on those certain Service Parcels owned by RCFC; and
- J. CITY acknowledges and agrees that the terms and conditions of this Agreement apply to all parcels identified as the Service Parcels in this Agreement and Exhibit A, whether or not owned by CITY; and
- K. Such sales and deliveries would be in accordance with the DISTRICT's policy of using Recycled Water for beneficial purposes; and
- L. DISTRICT is willing to sell and deliver Recycled Water for irrigation purposes under the terms and conditions set forth below.

In consideration of the mutual covenants herein contained, it is mutually agreed as follows:

**1. SALE AND DELIVERY TERMS AND CONDITIONS**

A. Point of Delivery

The Recycled Water delivered pursuant to this Agreement shall be measured through DISTRICT-owned, -operated, and -maintained metering facilities located at the point of delivery (“Point of Delivery”) shown on the attached Exhibit "B." Any facilities that have been or shall be installed by DISTRICT at CITY's request shall be paid for by the CITY, in accordance with applicable DISTRICT Rules and Regulations.

B. Availability Acknowledgment

The CITY and RCFC acknowledge that the DISTRICT does not guarantee the availability of Recycled Water throughout the term of this Agreement due to possible changes in regulatory agency requirements, reduction in plant flow, demands from other Recycled Water use areas, or other conditions beyond DISTRICT's control. Should the Recycled Water become unavailable for any reason during the term of this Agreement, CITY and RCFC reserve the right to terminate this Agreement.

CITY and RCFC hold DISTRICT free and harmless from any and all legal liabilities and economic losses that either may sustain as the result of discontinuance or reduction in amount of delivery of Recycled Water due to any of the reasons specified above.

C. Pressure

The Recycled Water to be delivered pursuant to this Agreement shall, as far as possible, be delivered to the Point of Delivery as shown on the attached Exhibit "B." CITY shall be responsible, at CITY's sole cost, for providing any and all devices to increase or decrease delivery pressure, or any and all conveyance equipment including, but not limited to, pressure regulating valves, piping, and pressure boosting pumps required to deliver the Recycled Water to the point(s) of use.

CITY agrees not to operate the Recycled Water system in a fashion that may cause surge pressures to propagate past the Point of Delivery into the DISTRICT's Recycled Water Mains.

D. Facility Provision and Operational Responsibility

(1) DISTRICT shall:

- a. Provide and operate its Regional Water Reclamation System facilities, up to and including the Point of Delivery, in compliance with the applicable requirements of DISTRICT, federal, state and local regulatory agencies;
- b. Supply CITY with Recycled Water in accordance with this Agreement, and which meets or exceeds all applicable federal, state and local regulatory agency quality standards; and
- c. Monitor Recycled Water deliveries and use sites as it deems necessary and in accordance with applicable federal, state and local regulatory agency requirements.

(2) CITY shall:

- a. Make application for Recycled Water service;
- b. Pay all fees and deposits for Recycled Water service;
- c. Post all required warning signs informing the public and all on-site personnel (employees, tenants, and occupants) that Recycled Water is being used on-site for irrigation purposes.
- d. Designate a site supervisor ("Site Supervisor"). The Site Supervisor will:
  - (i) Be knowledgeable about Recycled Water and how it is manufactured.
  - (ii) Be the contact person for Service Parcels, and be available at all times to contact and respond in the event of an irrigation emergency. CITY shall notify RCFC if the emergency is on RCFC parcels.

- (iii) Be knowledgeable about the practices and procedures of using Recycled Water for irrigation purposes.
- (iv) Be responsible for the safe and efficient use of Recycled Water.
- (v) Provide instruction and training to on-site personnel in the proper handling of Recycled Water and the potential health hazards involved with its use.
- (vi) Submit plans to the DISTRICT and RCFC for all proposed changes to the irrigation system on the Service Parcels for review and approval prior to any modifications being made.
- (vii) Have all proposed changes approved by the DISTRICT inspected by the DISTRICT's staff during construction.
- (viii) Maintain irrigation system record drawings of Service Parcels.
- (ix) Communicate all Recycled Water rules and regulations to on-site personnel.
- (x) Be knowledgeable of all on-site potable water systems, and take appropriate measures to prevent cross-connection with the Recycled Water system.
- (xi) Inform DISTRICT of all system failures or cross-connection events so that appropriate measures may be taken to mitigate the contamination or pollution.

If the CITY desires to designate another person as Site Supervisor, then the CITY is responsible for notifying DISTRICT in writing of such action. In the event that someone other than the CITY is designated as the Site Supervisor and this person is no longer associated with the property, the CITY shall again be considered the Site Supervisor and will assume the above-listed requirements until an approved Site Supervisor is designated.

- e. Identify all above-ground fittings and appurtenances, etc. as containing Recycled Water and not suitable for human consumption. Signs shall be painted or otherwise permanently affixed to equipment.
- f. Altogether avoid introducing Recycled Water into any potable or domestic water piping system and no connection shall be made between equipment containing, or having contained, Recycled Water and any part of a domestic water system until such time as equipment has been properly disinfected.
- g. Take full responsibility for providing, operating, maintaining and repairing CITY pipelines, together with all appurtenant facilities, as are necessary to accept, convey, control, and use the Recycled Water in compliance with the applicable requirements of DISTRICT, federal, state

and local regulatory agencies on their respective owned or controlled lands.

- h. Allow Recycled Water to be used only on the areas depicted on the attached Exhibit A and irrigation construction plans.
- i. Allow Recycled Water use between the hours of 9:00 p.m. and 6:00 a.m.

E. CITY Acknowledgment

CITY acknowledges it is understood that:

- (1) DISTRICT's Regional Water Reclamation System's purpose is to control the biological quality of the Recycled Water resulting from its operation.
- (2) Said System is not equipped to detect, treat, or remove harmful chemicals or toxic materials, except as required to meet federal, state and local regulatory agency discharge standards.

F. Indemnification

CITY, RCFC and the DISTRICT each agree, to the fullest extent permitted by law, to indemnify and hold the other Parties, and their respective directors, officers, employees, elected officials, Board of Supervisors, or authorized volunteers as applicable, harmless from any claims, damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by a violation of this Agreement or the indemnifying Party's negligent acts, errors, or omissions in the performance of this Agreement, including such negligent acts, errors, or omissions by sub-contractors or others for whom the indemnifying Party is legally liable; provided, however, that this indemnity shall not apply to any acts, errors, or omissions attributable to the indemnified Party, its directors, officers, employees, authorized volunteers, sub-contractors, or to any others for whom the indemnified Party is legally liable.

**2. USE TERMS AND CONDITIONS**

Use of the Recycled Water delivered pursuant to this Agreement shall be subject to the following terms and conditions:

A. Rules and Regulations

All Recycled Water delivered pursuant to this Agreement shall be used only for approved uses, including irrigation, on the Service Parcels in compliance with applicable rules and regulations of DISTRICT, federal, state and local regulatory agencies.

This Agreement has no application to the operation of the DISTRICT's sewer and domestic water operation, including the assessment of fees and the enforcement of

rules and regulations pertaining thereto. CITY must, on behalf of itself and RCFC, comply with all rules and regulations of the DISTRICT pertaining to any properties owned by RCFC that connect to the DISTRICT's Regional Water Reclamation System under this Agreement.

Failure to observe all regulations governing the use of Recycled Water will result in the immediate termination of Recycled Water service until such time as the deficiencies are corrected to the satisfaction of the DISTRICT.

Failure to observe said regulations shall be subject to Unauthorized Use Charges established by the DISTRICT.

B. Reclamation Requirements

CITY shall apply to the DISTRICT for all applicable use permits. DISTRICT shall apply for all required Permits of Reclamation Requirements from the California Regional Water Quality Control Board, hereinafter referred to as the Regional Board, covering the use of the disinfected Recycled Water to be delivered and used pursuant to this Agreement. CITY shall comply with the provisions of such Reclamation Requirements. CITY shall use Recycled Water on only those areas specified in such Reclamation Requirements, unless otherwise provided for in future amendments to said Reclamation Requirements.

C. Responsibility for Conveyance and Control

(1) DISTRICT

DISTRICT shall be solely responsible for conveying and controlling the Recycled Water up to and including the Point of Delivery provided for in Section 1.A., above.

(2) CITY

CITY shall be responsible for conveying and controlling, in compliance with applicable regulatory agency requirements, the Recycled Water delivered through RCFC facilities ("RCFC's Facilities"), from the Point of Delivery as shown on the attached Exhibit "B," and the DISTRICT shall have no responsibility whatsoever relative to said RCFC's Facilities.

**3. PURCHASE PRICE**

During the term of this Agreement, the CITY shall pay to the DISTRICT the in-effect commodity and applicable service charges, which are modified from time to time, as published in the DISTRICT's *Customer Guide to Rates and Charges*. The DISTRICT reserves the right to modify or adjust the rate schedule(s) for providing Recycled Water to reflect changes in the DISTRICT's operating costs, if any, as determined by the DISTRICT.

**4. QUANTITY**

DISTRICT agrees to sell and deliver and CITY agrees to purchase, accept delivery of, control, and use Recycled Water at an average basic quantity in the amount of 7,868 gallons per day

for Connection G and 5,611 gallons per day for Connection J. Said quantity shall be delivered on an "as available" basis.

**5. BILLING FOR RECYCLED WATER**

DISTRICT will render monthly billings for Recycled Water deliveries made during the preceding month, based on the meter reading at the Point of Delivery. Billings, in accordance with the DISTRICT's prevailing rules and regulations, shall be paid within thirty days of the date thereof. Any late payments shall be considered delinquent and shall be subject to the DISTRICT's standard penalty charges and disconnection procedures then in effect.

**6. ASSIGNMENT**

Except as provided below, the CITY shall not assign any of its individual or collective rights under this Agreement to any person or entity, or become associated with any other party involving, in any way, the Recycled Water to be delivered pursuant to this Agreement without the prior written consent of the DISTRICT and of any regulatory agencies having jurisdiction, which consent shall not be unreasonably withheld.

In the event CITY or RCFC desires to enter into a transaction for the sale or financing of one or more of the Service Parcels, DISTRICT will not unreasonably withhold its consent to continue to provide Recycled Water contingent upon the new owner complying with the terms of this Agreement or entering into a similar agreement.

**7. TERM OF AGREEMENT**

The term of this Agreement shall begin with the date of Agreement (first written above) and shall continue until terminated by the CITY, DISTRICT, or RCFC in accordance with Section 8 herein.

**8. CANCELLATION**

- A. CITY, DISTRICT, or RCFC shall have the right to terminate this Agreement, with no financial liability to the other Party, by giving thirty days' written notice, and upon the mutual agreement of all Parties, or in accordance with Section 1.B. herein.
- B. DISTRICT shall have the right to terminate this Agreement, with no financial liability to the CITY, for CITY's noncompliance with applicable use or payment requirements; provided CITY have been provided notice of noncompliance and shall have ten days from the notice to cure noncompliance for non-payment shall have a reasonable period of time to cure other noncompliance for other provisions of the Agreement, but not less than sixty days.
- C. Notwithstanding Section 1.B., the DISTRICT shall also have the right to terminate this Agreement by giving the CITY ten days' written notice in the event the wastewater treatment criteria under which the DISTRICT currently operates is changed by operation of law, or by any regulatory agency having jurisdiction, such that the DISTRICT's Regional Water Reclamation System, as it presently exists, cannot

produce wastewater that complies with such changes without incurring additional costs or modifications to said facilities.

- D. Upon termination of this Agreement by either the CITY or the DISTRICT, within thirty calendar days of termination, the CITY shall make a payment to the DISTRICT for all costs to remove Recycled Water service from the Point of Delivery to the DISTRICT's Recycled Water Main (hereinafter referred to a "Service Lateral"). After thirty calendar days, if a payment has not been made by the CITY, the DISTRICT may elect to remove the Service Lateral and lien the CITY lands for the amount due.
- E. In addition, RCFC may withdraw from this Agreement upon thirty days' written notice to DISTRICT and CITY. In the event of withdrawal, the DISTRICT shall no longer deliver Recycled Water to the parcels identified as being owned by RCFC. In the event of withdrawal, CITY shall make payment to the DISTRICT for all costs to remove a Service Lateral related to RCFC's parcels. After thirty calendar days, if a payment has not been made by the CITY, the DISTRICT may elect to remove the Service Lateral and lien the CITY lands for the amount due.

**9. RECORDATION AGAINST TITLE**

This Agreement shall be recorded against the title to the real property for which Recycled Water is used pursuant to this Agreement in the county in which the real property is situated. The obligations set forth herein shall accordingly transfer to subsequent purchasers of the real property.

**10. ATTORNEYS' FEES**

In the event of litigation or arbitration between the Parties hereto arising out of this Agreement, the Parties shall bear their own attorney's fees and costs.

**11. PREPARATION OF THIS AGREEMENT**

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it.

**12. CAPTIONS**

Captions to Sections/Subsections of this Agreement are for convenience purposes only and are not part of this Agreement.

**13. PROVISIONS BINDING**

This Agreement and its exhibits attached shall be binding upon and shall inure to the CITY and RCFC and their heirs, representatives, successors, and assigns of the Parties of this Agreement. The Parties intend that the benefits and burdens described herein constitute covenants running with the land for the benefit of the CITY and RCFC lands.



**14. CERTIFICATION**

The RECYCLED WATER SITE SUPERVISOR hereby certifies compliance with all operational responsibilities contained in Section 1.D.(2) above.

**15. AUTHORITY TO SIGN AGREEMENT**

The undersigned individuals hereby warrant and represent that they each have full legal authority to sign this Agreement and bind the Parties hereto.

**16. RECITALS**

The above Recitals are true and correct and are incorporated as though fully set forth herein.

**17. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, this Recycled Water Agreement has been executed as of the day, month, and year first above written.

**RANCHO CALIFORNIA WATER DISTRICT**

By: \_\_\_\_\_  
Robert S. Grantham, General Manager    Date

**CITY OF TEMECULA**

DATED: \_\_\_\_\_

By \_\_\_\_\_  
**Maryann Edwards, Mayor**

**ATTEST:**

By \_\_\_\_\_  
Randi Johl, City Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Peter M. Thorson, City Attorney

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

ATTEST:

KECIA R. HARPER  
Clerk of the Board

By \_\_\_\_\_  
Deputy County Counsel

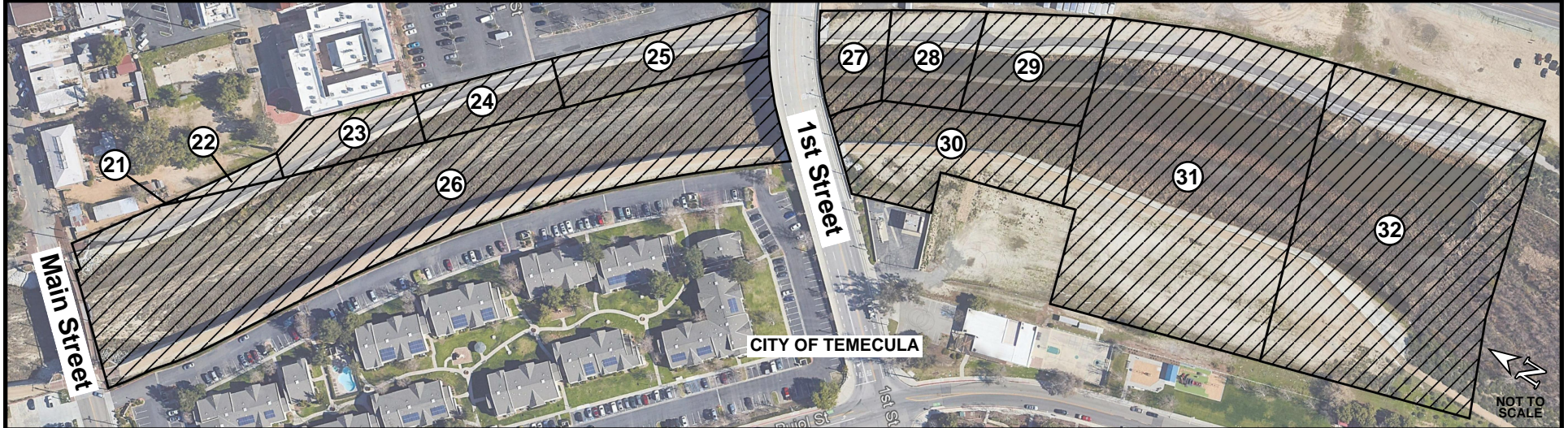
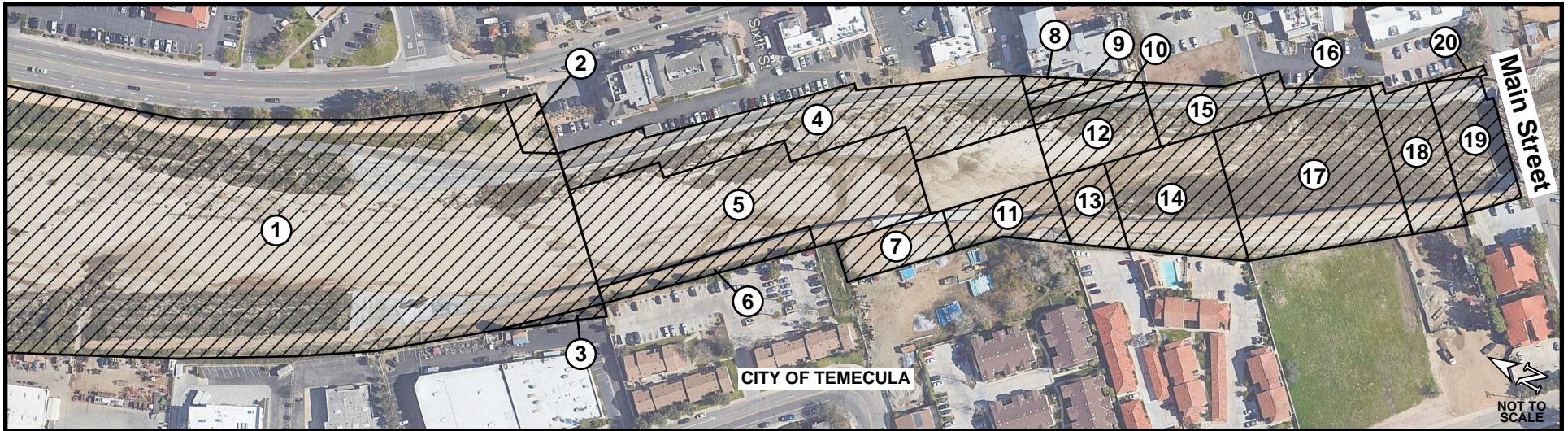
By \_\_\_\_\_  
Deputy

(SEAL)


# **Exhibit “A”**

## **Service Parcel List and Map**

# EXHIBIT A: SERVICE PARCEL LIST AND MAP



## LEGEND

- ##** SERVICE PARCEL IDENTIFIER
-  SERVICE PARCEL
- 702X-XXXX [92X-XXX-XXX] RCFC PARCEL NUMBER [ASSESSOR'S PARCEL NUMBER]

## SERVICE PARCEL LIST

<b>1</b> 7020-509B [921-280-015]	<b>5</b> 7021-30A [922-026-025]	<b>10</b> 7021-26C [922-035-030]	<b>15</b> 7021-25 [922-035-032]	<b>20</b> 7021-18B [922-036-044]	<b>25</b> 7021-18A1	<b>30</b> 7021-16B [922-100-049]
<b>2</b> 7020-509BB [921-280-016]	<b>6</b> 7021-29	<b>11</b> 7021-27 [922-053-045]	<b>16</b> 7021-18C1 [922-036-037]	<b>21</b> 7021-21B	<b>26</b> 7021-19 [922-061-022]	<b>31</b> 7021-15B [922-100-051]
<b>3</b> 7020-509C [921-280-013]	<b>7</b> 7021-28 [922-053-024]	<b>12</b> 7021-26D [922-035-004]	<b>17</b> 7021-23 [922-053-046]	<b>22</b> 7021-21A	<b>27</b> 7021-17C [922-100-045]	<b>32</b> 7021-14 [922-100-039]
<b>4</b> 7021-31A [922-026-034] [922-026-036] [922-026-038] [922-026-042]	<b>8</b> 7021-26A [922-035-027]	<b>13</b> 7021-24B [922-053-043]	<b>18</b> 7021-18D [922-053-049]	<b>23</b> 7021-20 [922-046-012]	<b>28</b> 7021-17B [922-100-041]	
	<b>9</b> 7021-26B [922-035-028]	<b>14</b> 7021-24A [922-053-041]	<b>19</b> 7021-22 [922-053-039]	<b>24</b> 7021-32A	<b>29</b> 7021-17A [922-100-043]	

ENGINEER: RLD

DATE: 05/12/21

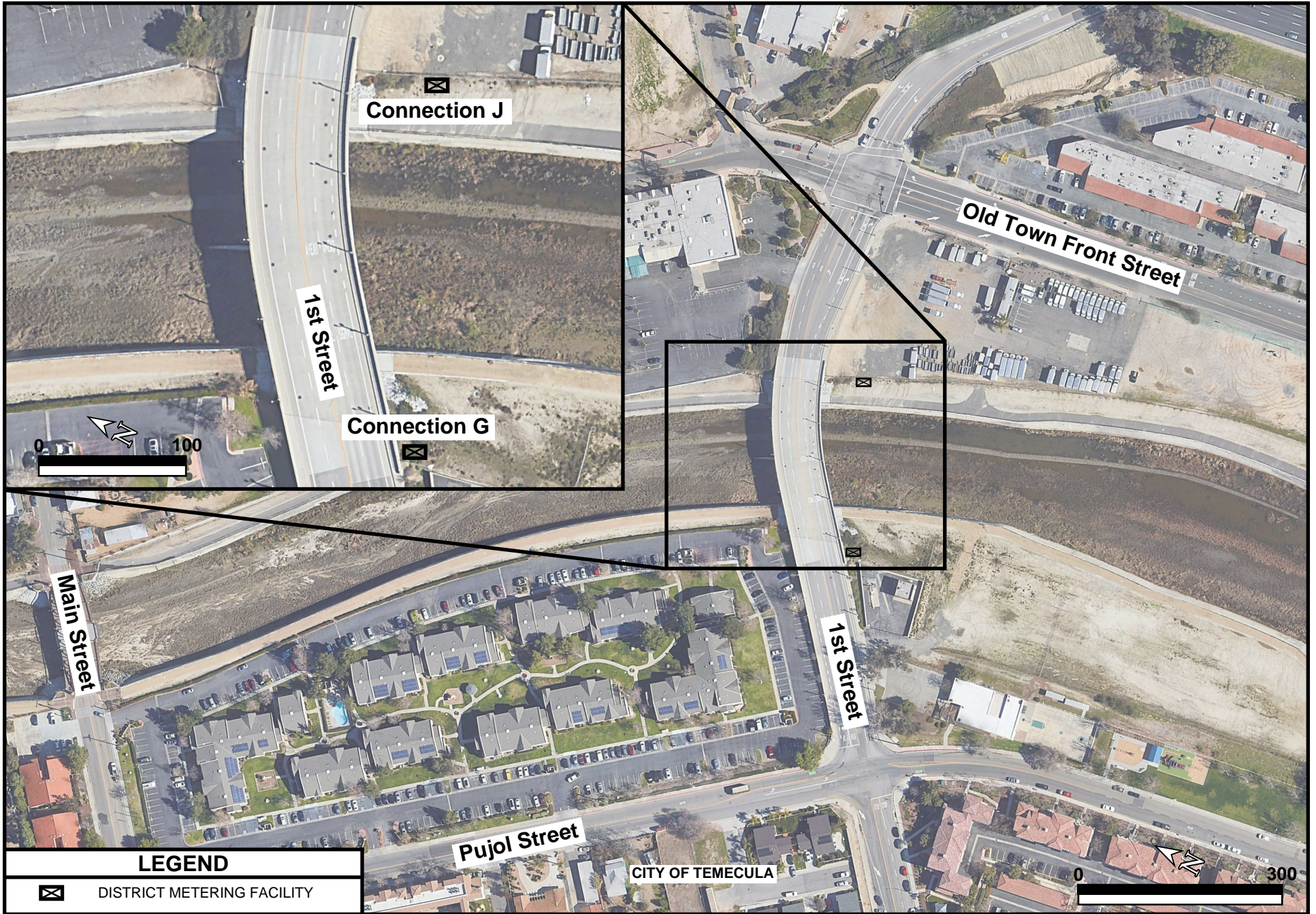
MURRIETA CREEK FLOOD CONTROL,  
ENVIRONMENTAL RESTORATION, AND  
RECREATION PROJECT

RECYCLED WATER AGREEMENT

## **Exhibit "B"**

# **DISTRICT METERING FACILITIES LOCATED AT THE POINT OF DELIVERY**

# EXHIBIT B: DISTRICT METERING FACILITIES LOCATED AT THE POINT OF DELIVERY



## LEGEND

 DISTRICT METERING FACILITY

MURRIETA CREEK FLOOD CONTROL,  
ENVIRONMENTAL RESTORATION, AND  
RECREATION PROJECT

RECYCLED WATER AGREEMENT

ENGINEER: RLD

DATE: 05/12/21



**RANCHO CALIFORNIA WATER DISTRICT  
APPLICATION FOR  
USE OF RECYCLED WATER**

PROJECT NAME: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DEVELOPER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

\*SITE SUPERVISOR: \_\_\_\_\_

PHONE: (DAY) \_\_\_\_\_

(NIGHT) \_\_\_\_\_

PAGER: \_\_\_\_\_

DESCRIPTION OF RECYCLED WATER USE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

START DATE: \_\_\_\_\_

END DATE: \_\_\_\_\_

QUANTITY (GALLONS PER DAY):     (DAILY USE)     \_\_\_\_\_

MEANS OF DISTRIBUTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
DEVELOPER SIGNATURE

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**\*MUST BE ABLE TO CONTACT 24 HOURS/DAY**