



SAN ANTONIO WATER COMPANY

BOARD OF DIRECTORS MEETING

Tuesday, February 20, 2024 at

5:00 p.m.

In the Upland City Hall Council Chambers 460 N.

Euclid Avenue, Upland, CA 91786

And Virtual/Online or Teleconference

Members of the public may join the meeting by computer, tablet or smartphone.

<https://meet.goto.com/721292469>

You can also dial in using your phone.

Access Code: 721-292-469

United States: [+1 \(872\) 240-3212](tel:+18722403212)

- Call to Order
- Salute to the Flag

1. Recognitions and Presentations:

2. Additions-Deletions to the Agenda:

3. Shareholder-Public Testimony:

This is the time for any shareholder or member of the public to address the board members on any topic under the jurisdiction of the Company, which is on or not on the agenda. Please note, pursuant to the Brown Act the board is prohibited from taking actions on items not listed on the agenda. For any testimony, speakers are requested to keep their comments to no more than four (4) minutes, including the use of any visual aids, and to do so in a focused and orderly manner. Anyone wishing to speak is requested to voluntarily fill out and submit a speaker's form to the manager prior to speaking.

4. Consent Calendar Items:

All items listed hereunder are considered to be routine and there will be no separate discussion of these items unless members of the board request specific items to be removed from the consent calendar for separate action. All items listed or remaining will be voted upon in a single action.

A. Approval of Board Meeting Minutes

Regular Meeting Minutes of January 16, 2023

B. Planning, Resources, and Operations Committee (PROC) Meeting Minutes

No meeting minutes to approve.

C. Administration and Finance Committee (AFC) Meeting Minutes

Approve Meeting Minutes of September 26, 2023.

D. AdHoc Committee for Office Feasibility Study

No meeting minutes to approve.

E. Financial Statement

Income Statement and Balance Sheet for December 31, 2023.

F. Investment Activity Report

Monthly Report of Investments Activity.

G. Water Production and Consumption

Monthly water production and consumption figures.

H. Prominent Issues Update

Status summaries on certain on-going active issues.

I. Projects and Operations Update

Status summaries on projects and operations matters.

J. Groundwater Level Patterns [Quarterly in January, April, July, and October]

Tracking patterns of groundwater elevations relative to ground surface.

K. Conservation Program Update [Quarterly in January, April, July, and October]

Update on SAWCo's existing water conservation programs

L. Correspondence of Interest

5. Board Committee – Delegate Report:

A. PVPA Representative Report

Verbal report by representative.

- B. Six Basins Representative Report
Verbal report by representative.
- C. Chino Basin Representative Report
Verbal report by representative.
- D. Cucamonga Basin Representative Report
Verbal update by representative.
- E. Administration and Finance Committee (AFC) Chairman's Report
Verbal report on January 23, 2024 meeting.
- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report
No meeting to report.
- G. Office & Yard Feasibility Study Ad Hoc Committee
No meeting to report.

- 6. Development of 1295 W 25th Street
Discussion and possible action regarding shareholding requirements for a development at 1295 W 25th Street
- 7. San Antonio Heights Citizens on Patrol Donation
Discussion and possible action regarding a donation to the SAHA COPs
- 8. Quitclaim Request for parcel at C Street and Washington Blvd.
Discussion and possible action regarding Developer's Request to quitclaim an easement
- 9. Request to Amend Cell Land Lease at Well 26
Discussion and possible action regarding a Requested Land Lease at Well 26
- 10. Annual Shareholder's Meeting Location and Appointment of Inspectors of Election
Discussion and Possible Action Regarding Meeting Location and Inspectors Appointment
- 11. Director's Comments and Future Agenda Items:

Adjournment:

The next regular Board Meeting will be held on Tuesday, March 19, 2024 at 5:00 p.m.

NOTE: All agenda report items and back-up materials are available for review and/or acquisition from the Company Office (139 N. Euclid Avenue, Upland, CA.) during regular office hours, Monday through Thursday [8:00a – 11:30a and 12:30p – 4:00p] and alternating Fridays [8:00a – 11:30a and 12:30p – 3:00p] and on the Company's website www.sawaterco.com. The agenda is also available for review and copying at the Upland Public Library located at 460 N. Euclid Avenue.

POSTING STATEMENT: On February 15, 2024, a true and correct copy of this agenda was posted at the entry of the Water Company's office (139 N. Euclid Avenue), on the City of Upland public bulletin board (450 N. Euclid Ave.), Public Library (460 N. Euclid Ave.), and on the Water Company's website.

SAN ANTONIO WATER COMPANY
MINUTES OF THE SAN ANTONIO WATER COMPANY
Tuesday, January 16, 2024

An open meeting of the Board of Directors of the San Antonio Water Company (SAWCo) was called to order at 5:00 p.m. on the above date at the City of Upland Council Chambers, 460 N. Euclid Ave., Upland, California. Directors present were Rudy Zuniga, Will Elliott, Bill Velto, Bob Bowcock, and Kati Parker. Also in attendance were SAWCo's General Manager Brian Lee, General Legal Counsel Derek Hoffman, and Administrative Specialist Tiffany Dickinson. President Zuniga presided.

Director Zuniga led all in attendance in the flag salute.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Shareholder-Public Testimony: None.
4. Consent Calendar Items:
 - A. Approval of Board Meeting Minutes
Regular Meeting Minutes of December 19, 2023.
 - B. Planning, Resources and Operations Committee (PROC) Meeting Minutes
No meeting minutes to approve.
 - C. Administration and Finance Committee (AFC) Meeting Minutes
No meeting minutes to approve.
 - D. AdHoc Committee for Office Feasibility Study
No meeting minutes to approve.
 - E. Financial Statement
Income Statement and Balance Sheet for November 2023.
 - F. Investment Activity Report
Monthly Report of Investments Activity.
 - G. Water Production and Consumption
Monthly water production and consumption figures.
 - H. Prominent Issues Update
Status summaries on certain on-going active issues.
 - I. Projects and Operations Update
Status summaries on projects and operations matters.
 - J. Groundwater Level Patterns [Quarterly in January, April, July, and October]
Tracking patterns of groundwater elevations relative to ground surface.
 - K. Conservation Program Update [Quarterly in January, April, July, and October]
Update on SAWCo's existing water conservation programs.
 - L. Correspondence of Interest

Director Elliott moved and Director Parker seconded to approve the Consent Calendar as presented. Motion carried unanimously.

5. Board Committee – Delegate Report:

- A. Pomona Valley Protective Association (PVPA) Representative's Report** – Director Parker stated there was no meeting, because they need to have a finance committee meeting prior to making any decisions on regular board meeting agenda items.

Director Parker added there is no further update to report.

- B. Six Basins Representative Report** – Mr. Lee stated there is no update to report.
- C. Chino Basin Representative Report** – Mr. Lee stated one item of interest is they received a tentative ruling from the appeals court regarding the agreement that was agreed to by a majority of the AP for expenses. The appeals court states the majority will rule at AP and 50.1% of the vote will rule the day. He added he will defer to legal counsel for a full ruling, understanding of the issue.
- D. Cucamonga Basin Representative Report** – Mr. Lee stated there is no update to report.
- E. Administration and Finance Committee (AFC) Chairman's Report** – No meeting to report.
- F. Planning, Resources, and Operations Committee (PROC) Chairman's Report** – No meeting to report.
- G. Office Feasibility Study Ad Hoc Committee** – No meeting to report.

6. Director's Comments and Future Agenda Items: None.

Adjournment:

With no further business to discuss the meeting was adjourned at 5:04 p.m.

Assistant Secretary
Brian Lee

SAN ANTONIO WATER COMPANY
ADMINISTRATION and FINANCE COMMITTEE (AFC)
MINUTES

September 26, 2023

An open meeting of the Administration and Finance Committee (AFC) of the San Antonio Water Company (SAWCo) was held at the Company office and called to order at 3:02 p.m. on the above date as noticed. Committee Members present were Bill Velto and Rudy Zuniga. Also in attendance were SAWCo's General Legal Counsel Derek Hoffman, General Manager Brian Lee, and Administrative Specialist Tiffany Dickinson. Director Velto presided.

1. Recognitions and Presentations: None.
2. Additions-Deletions to the Agenda: None.
3. Public Comments: None.
4. Approval of Committee Meeting Minutes: Director Zuniga moved and Director Velto seconded to approve the meeting minutes of May 23, 2023. Motion carried unanimously.
5. Administrative and Financial Issues:
 - A. ***Presentation, Discussion and Possible Action on Company's 401k program*** – Mr. Lee advised SAWCo has a 401k program currently in place, that has been in place for quite some time. In an effort to determine whether the Company is getting the best value, a Request for Proposal (RFP) was issued earlier this year and received two responses, one from our current provider and one from Morgan Stanley.

Mr. Lee introduced Ali Rahimi, representative of Morgan Stanley, who will be presenting the proposal for Morgan Stanley. Mr. Lee stated staff recommended to stay with SAWCo's current provider and ask Morgan Stanley to do a benchmarking study.

Mr. Rahimi thanked the Committee and staff for the opportunity to present. He stated he came upon this opportunity from Mr. Lee's predecessor Charles Moorees who referred him to Teri Layton. Mr. Rahimi provided a Retirement Solutions Deck and started the focus on Cost of Administration.

Mr. Rahimi referred to page 7 of the Retirement Solutions Deck, Cost Comparisons, which he stated Morgan Stanley does every three years, compared to SAWCo's current plan that was last done 5-6 years ago. He stated plan benchmarking is more comprehensive for both parties.

Mr. Rahimi stated the cost is not where the staff's focus is but rather more on the lack of support and the lack of performance staff are receiving. He stated we can make changes to lower costs from 1.37% to 1%.

Mr. Rahimi reassured he would meet with each employee individually and determine what is financially best for everyone. Director Velto commented on how important a close relationship between employee and financial advisor is.

Mr. Rahimi stated Ms. Layton is currently the fiduciary of the plan. He stated 16 of 25 funds do not meet Morgan Stanley guidelines and that tends to happen when a company does not

have 338 fiduciary support. If SAWCo would make the switch to Morgan Stanley, they would take that responsibility of fiduciary of the plan.

Mr. Rahimi also recommended getting rid of the TPA, third party administrator. Director Velto commented that by having the right qualified fiduciary and getting rid of the third party, the company can lower costs and be more efficient.

Director Velto questioned if the company was to make a complete change to Morgan Stanley what the timeline would be and the cost. Mr. Rahimi stated there is no cost, it will be a few meetings before decisions are made and including a 30-day blackout period where employees cannot make any changes.

Mr. Rahimi's last recommendation was to include automatic enrollment for employees and automatic escalation for each year.

Mr. Lee stated staff recommends moving forward to the Board with the recommendation to switch to Morgan Stanley.

Director Zuniga moved and Director Velto seconded to approve to move forward to the Board to move forward with Morgan Stanley.

B. Discussion on Field Services moving to a 4/10 work schedule – Mr. Lee stated he has received multiple requests from Operations staff to move to a ten-hour workday, four days a week. The proposal is for Operations staff to move to a 4/10 schedule but keep Administrative staff to the current work schedule.

Director Velto inquired if SAWCo has looked into call for services on the weekend.

Mr. Lee commented that having ten-hour days would increase efficiency and that is what he is trying to prove with this proposal.

Director Velto questioned if staff has thought about surveying the San Antonio Heights residents. He wants to make sure the residents are comfortable with the switch to the 4/10 schedule. Mr. Lee reassured there will always be an operations staff member on call even when the office is closed. Mr. Lee stated he has an upcoming presentation for the Heights Association and is willing to bring up the schedule change proposal discussion at the meeting.

There was consensus on the Committee to bring the item to the November AFC Committee Meeting for further review.

C. Discussion and Possible Action on Board's Annual End-of-Year Employee Gift – Mr. Lee advised the annual end of year employee gift is a budgeted item, about \$15,000. The previous gift amount was increased to \$1,500 per employee as a thank you to SAWCo employees.

Director Velto inquired if the gift was taxable. Mr. Lee responded it is taxable, everything given to Company employees is taxable.

Director Zuniga questioned if staff is recommending continuing the Board gift or to raise or lower the amount.

Mr. Lee requested authorization to continue the end of the year Board gift of \$1,500.00 to the employees.

There was consensus on the Committee to recommend the Board authorize staff to continue the end of year Board Gift of \$1,500.00 to SAWCo employees. Motion carried.

6. Closed Session: None.
7. Committee Comments and Future Agenda Items: None.
8. Adjournment: Seeing no further business, the meeting was adjourned at 3:54 p.m.

Assistant Secretary
Brian Lee



San Antonio Water Company, CA

Income Statement

Group Summary

For Fiscal: 2023 Period Ending: 12/31/2023

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Category: 4 - Income					
SubCategory: 40 - Shareholder Revenue					
1185 - Water Sales - Domestic	730,000.00	730,000.00	0.00	448,434.29	281,565.71
1230 - Water Fixed Charges - Domestic	261,000.00	261,000.00	0.00	264,512.66	-3,512.66
1245 - Water Sales - Municipal	3,100,000.00	3,100,000.00	0.00	3,093,097.57	6,902.43
1268 - Water Fixed Charges - Municipal	554,000.00	554,000.00	0.00	553,912.00	88.00
1274 - Water Sales - Misc.	260,000.00	260,000.00	0.00	315,944.36	-55,944.36
1288 - Water Fixed Charges - Misc.	46,000.00	46,000.00	0.00	46,740.00	-740.00
1295 - Water Fixed Charges - Inactive Shareholders	52,000.00	52,000.00	0.00	50,999.09	1,000.91
1300 - Sale of Water/From Storage	0.00	0.00	0.00	250,000.00	-250,000.00
1309 - Shareholder Fees	8,800.00	8,800.00	0.00	9,591.30	-791.30
1405 - Capital Facility Connection Fee	0.00	0.00	0.00	4,682.00	-4,682.00
SubCategory: 40 - Shareholder Revenue Total:	5,011,800.00	5,011,800.00	0.00	5,037,913.27	-26,113.27
SubCategory: 42 - Non-Shareholder Revenue					
1725 - Misc. Income	2,000.00	2,000.00	0.00	324.55	1,675.45
1750 - Service/Litigation Agreements	0.00	0.00	0.00	2,094.21	-2,094.21
1753 - Ground Lease Income	70,000.00	70,000.00	0.00	74,407.68	-4,407.68
1755 - Interest Earned	20,000.00	20,000.00	0.00	144,366.37	-124,366.37
1785 - Gain on Sale of Asset	344,000.00	344,000.00	0.00	357,509.43	-13,509.43
1815 - Quitclaim of Easements	0.00	0.00	0.00	4,440.00	-4,440.00
1875 - Overhead Income	0.00	0.00	0.00	1,619.75	-1,619.75
SubCategory: 42 - Non-Shareholder Revenue Total:	436,000.00	436,000.00	0.00	584,761.99	-148,761.99
Category: 4 - Income Total:	5,447,800.00	5,447,800.00	0.00	5,622,675.26	-174,875.26
Category: 5 - O & M Expense					
SubCategory: 50 - Operating Facilities					
2175 - Field Labor	280,000.00	280,000.00	0.00	400,783.25	-120,783.25
2235 - Repairs to Facilities and Equipment	420,000.00	420,000.00	0.00	613,246.34	-193,246.34
2265 - Power-Gas & Electric (utilities)	900,000.00	900,000.00	0.00	711,229.10	188,770.90
SubCategory: 50 - Operating Facilities Total:	1,600,000.00	1,600,000.00	0.00	1,725,258.69	-125,258.69
SubCategory: 51 - Operating Activities					
2475 - Customer Service	79,000.00	79,000.00	0.00	10,448.08	68,551.92
2498 - Conservation	26,000.00	26,000.00	0.00	15,413.04	10,586.96
SubCategory: 51 - Operating Activities Total:	105,000.00	105,000.00	0.00	25,861.12	79,138.88
SubCategory: 52 - Other Operating Expense					
2210 - O & M - All Other	3,500.00	3,500.00	0.00	4,006.62	-506.62
2295 - Supplies (Inventory & Tools Expense)	10,000.00	10,000.00	0.00	16,308.27	-6,308.27
2565 - Depreciation/Amortization	1,100,000.00	1,100,000.00	0.00	1,098,703.75	1,296.25
2715 - Property Taxes	240,000.00	240,000.00	0.00	257,648.34	-17,648.34
2805 - Water Resource Mgmt.	143,000.00	143,000.00	0.00	-129,377.58	272,377.58
2830 - Loss on Disposal of Asset	0.00	0.00	0.00	66,397.65	-66,397.65
2845 - Inventory Shrinkage	0.00	0.00	0.00	7,885.48	-7,885.48
SubCategory: 52 - Other Operating Expense Total:	1,496,500.00	1,496,500.00	0.00	1,321,572.53	174,927.47
Category: 5 - O & M Expense Total:	3,201,500.00	3,201,500.00	0.00	3,072,692.34	128,807.66
Category: 6 - G & A Expense					
SubCategory: 60 - Personnel					
2115 - Administrative Labor	300,000.00	300,000.00	0.00	528,619.49	-228,619.49
2325 - Payroll Taxes	78,000.00	78,000.00	0.00	80,279.70	-2,279.70
2355 - Worker's Compensation Insurance	15,000.00	15,000.00	0.00	18,142.55	-3,142.55
2385 - Benefit Pay (Vac., sick, etc.)	190,000.00	190,000.00	0.00	198,735.88	-8,735.88
2415 - Benefit Insurance (Pension,Life,Medical,Vision etc)	295,000.00	295,000.00	0.00	245,488.60	49,511.40

Income Statement

For Fiscal: 2023 Period Ending: 12/31/2023

IncomeStatement	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
2430 - Benefit Administrative Services	2,000.00	2,000.00	0.00	100.00	1,900.00
SubCategory: 60 - Personnel Total:	880,000.00	880,000.00	0.00	1,071,366.22	-191,366.22
SubCategory: 61 - Other					
2445 - Office/IT Support	60,000.00	60,000.00	0.00	79,837.03	-19,837.03
2505 - Directors Fees & Expense	32,000.00	32,000.00	0.00	31,213.28	786.72
2535 - Liability Insurance	41,000.00	41,000.00	0.00	59,031.30	-18,031.30
2595 - Communication	43,000.00	43,000.00	0.00	32,320.94	10,679.06
2625 - Dues & Publications	3,500.00	3,500.00	0.00	9,476.00	-5,976.00
2655 - Outside Services	20,000.00	20,000.00	0.00	18,301.10	1,698.90
2745 - Income Tax Expense	12,500.00	12,500.00	0.00	19,135.00	-6,635.00
2775 - Accounting	65,000.00	65,000.00	0.00	19,447.69	45,552.31
2776 - Legal	150,000.00	150,000.00	0.00	263,981.80	-113,981.80
2790 - Human Resources Expense	60,000.00	60,000.00	0.00	2,968.96	57,031.04
2865 - All other	30,000.00	30,000.00	0.00	8,215.91	21,784.09
SubCategory: 61 - Other Total:	517,000.00	517,000.00	0.00	543,929.01	-26,929.01
Category: 6 - G & A Expense Total:	1,397,000.00	1,397,000.00	0.00	1,615,295.23	-218,295.23
Total Surplus (Deficit):	849,300.00	849,300.00	0.00	934,687.69	

Income Statement

For Fiscal: 2023 Period Ending: 12/31/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
10 - 10	849,300.00	849,300.00	0.00	934,687.69	-85,387.69
Total Surplus (Deficit):	849,300.00	849,300.00	0.00	934,687.69	



San Antonio Water Company, CA

Balance Sheet

Account Summary

As Of 12/31/2023

Account	Name	Balance
Fund: 10 - 10		
Assets		
BalSubCategory: 10 - Cash		
10-00-00-10100-00000	Petty Cash	250.00
10-00-00-10201-00000	Checking Account-8431	1,386,896.12
10-00-00-10415-00000	D&O Checking Account	806,069.18
10-00-00-10438-00000	Depre/Obsolescene Res (LAIF)	2,594,383.22
	Total BalSubCategory 10 - Cash:	4,787,598.52
BalSubCategory: 11 - Accounts Receivable		
10-00-00-11100-00000	Accounts Receivable-Domestic	137,318.61
10-00-00-11200-00000	Accounts Receivable-Municipal	459,594.97
10-00-00-11250-00000	Accounts Receivable-Misc.	20,934.35
10-00-00-11260-00000	Accounts Receivable - Dormant	8,833.09
10-00-00-11275-00000	Contra Accounts Receivable - Unapplied C	-22,711.58
10-00-00-11300-00000	Accounts Receivable-Other	481,575.24
	Total BalSubCategory 11 - Accounts Receivable:	1,085,544.68
BalSubCategory: 12 - Inventory		
10-00-00-12100-00000	Inventories-Materials & Supply	156,919.98
	Total BalSubCategory 12 - Inventory:	156,919.98
BalSubCategory: 13 - Prepaid		
10-00-00-13100-00000	Prepaid Insurance	8,868.75
10-00-00-13105-00000	PREPAID POSTAGE	369.00
10-00-00-13110-00000	Prepaid Expenses	21,605.62
	Total BalSubCategory 13 - Prepaid:	30,843.37
BalSubCategory: 14 - Investments		
10-00-00-14150-00000	P.V.P.A. Investment	1.00
10-00-00-14151-00000	457B Plan Investment	90,326.49
	Total BalSubCategory 14 - Investments:	90,327.49
BalSubCategory: 15 - Property, Plant, & Equipment		
10-00-00-15100-00000	Land & Water Rights	920,161.26
10-00-00-15110-00000	Work in Progress	40,000.00
10-00-00-15110-1507J	Work in Progress "Proj J"	156,770.00
10-00-00-15110-1602U	Work in Progress	2,119,657.32
10-00-00-15110-20070	Work in progress	1,287,074.11
10-00-00-15110-2109	Work In Progress	44,355.77
10-00-00-15110-2201	Work in Progress	55,712.88
10-00-00-15110-2202	Work in Progress CO#2202	498,646.64
10-00-00-15110-2203	Work in Progress-Proj 2203	25,395.35
10-00-00-15110-2301	WIP-Well#16 Conversion	402,704.10
10-00-00-15110-23030	Work in Progress	1,378,740.00
10-00-00-15150-00000	Buildings & Site Improvements	1,827,589.96
10-00-00-15200-00000	Wells-Shafts, Bldgs, & Equip	4,910,918.85
10-00-00-15250-00000	Boosters-Bldgs & Equip	2,629,884.62
10-00-00-15300-00000	Reservoirs	3,081,787.33
10-00-00-15350-00000	Tunnels, Forebay, & Ponds	1,587,111.19
10-00-00-15400-00000	Spreading Works-Cucamonga Wash	54,859.53
10-00-00-15410-00000	Spreading Works-SanAntonio Wsh	50,235.18
10-00-00-15450-00000	Pipelines	19,228,760.46
10-00-00-15500-00000	Autos & Equipment	625,826.51
10-00-00-15550-00000	Tools	109,906.68
10-00-00-15600-00000	Telemetry System	639,245.52
10-00-00-15650-00000	Office Equipment	510,373.67

Balance Sheet

As Of 12/31/2023

Account	Name	Balance
10-00-00-15990-00000	Accumulated Depreciation	-16,316,084.57
Total BalSubCategory 15 - Property, Plant, & Equipment:		25,869,632.36
BalSubCategory: 16 - Other Assets		
10-00-00-16100-00000	Documents & Studies	952,379.74
10-00-00-16105-2204	Work in Progress (Docs)	6,857.50
10-00-00-16990-00000	Accumulated Amortization	-610,588.92
Total BalSubCategory 16 - Other Assets:		348,648.32
Total Assets:		32,369,514.72
		<u>32,369,514.72</u>
Liability		
BalSubCategory: 13 - Prepaid		
10-00-00-20650-00000	Deferred Revenue Deposit	1,200.00
Total BalSubCategory 13 - Prepaid:		1,200.00
BalSubCategory: 20 - Short-term less than 1 year		
10-00-00-20100-00000	Trade Accounts Payable	49,977.02
10-00-00-20115-00000	D&O Trade Accounts Payable	58,460.00
10-00-00-20320-00000	Federal Unemployment Tax	461.99
10-00-00-20410-00000	State Franchise Tax Payable	9,435.00
10-00-00-20600-00000	Water Hydrant Meter Deposit	2,550.00
10-00-GN-20820-00000	Accrued Vacation Payable	20,404.60
10-00-OP-20820-00000	Accrued Vacation Payable	24,818.57
Total BalSubCategory 20 - Short-term less than 1 year:		166,107.18
BalSubCategory: 21 - Long-term more than 1 year		
10-00-00-20152-00000	457B Deferred Comp Liability	90,326.49
10-00-00-21500-00000	Unclaimed Credits	262,422.89
Total BalSubCategory 21 - Long-term more than 1 year:		352,749.38
Total Liability:		520,056.56
Equity		
BalSubCategory: 30 - Stockholder equity		
10-00-00-30200-00000	Contributed Capital - Ext. Fee	447,258.02
10-00-00-30210-00000	Contr. Property, Plant & Equip	2,432,256.77
10-00-00-30300-00000	Capital Account	1,500,000.00
10-00-00-30310-00000	Unissued Capital Stock	-861,100.00
10-00-00-30400-00000	Retained Earnings-Brd Designated	3,400,452.40
10-00-00-30410-00000	Retained Earnings-Unrestricted	23,995,903.28
Total BalSubCategory 30 - Stockholder equity:		30,914,770.47
Total Beginning Equity:		30,914,770.47
Total Revenue		5,622,675.26
Total Expense		4,687,987.57
Revenues Over/Under Expenses		934,687.69
Total Equity and Current Surplus (Deficit):		31,849,458.16
Total Liabilities, Equity and Current Surplus (Deficit):		<u>32,369,514.72</u>

Monthly Investment Activity Summary - Compiled from Banking Statements for Correlation with Monthly Financials								
	Institution	Type of Investment	Date of Maturity	Rate of Interest	Account Balance as of 12/31/2023	Reserves		
						Operating <small>target: \$875k-\$1.75M</small>	Depreciation & Obsolescence <small>target: \$1.2M-\$4.6M</small>	
Undesignated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 1,386,896.12	\$ 1,386,896.12	Capital Investment & Depreciation	Modernization
Designated	Citizens Business Bank (CBB)	Checking	N/A	None	\$ 806,069.18		\$ 806,069.18	
	Local Agency Investment Fund	LAIF	N/A	3.929%	\$ 2,594,383.22		\$ 811,221.02	\$ 1,783,162.20
				TOTAL	\$ 4,787,348.52	\$ 1,386,896.12	\$ 1,617,290.20	\$ 1,783,162.20

2024 Production

CHINO BASIN	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Yearly Production Rights = 1232	0.22%	0.00%	0.00%	0.00%	0.00%	0.00%	-	-	-	-	-	-	-
Well #12 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #15 - Domestic	0.05	-	-	-	-	-	-	-	-	-	-	-	0.05
Well #16 - Domestic	0.19	-	-	-	-	-	-	-	-	-	-	-	0.19
Well#18 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	0.23	-	-	-	-	-	-	-	-	-	-	-	0.23
CUCAMONGA BASIN	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Yearly Production Rights = 5637 (1137 10-yr Average Spread)	2.92%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
Well #2	108.71	-	-	-	-	-	-	-	-	-	-	-	108.71
Well #3	0.24	-	-	-	-	-	-	-	-	-	-	-	0.24
Well#19 - inactive	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #22	4.21	-	-	-	-	-	-	-	-	-	-	-	4.21
Well #24	0.61	-	-	-	-	-	-	-	-	-	-	-	0.61
Well #31	0.48	-	-	-	-	-	-	-	-	-	-	-	0.48
Well #32 - Domestic	-	-	-	-	-	-	-	-	-	-	-	-	-
Upl. # 15 (SAWCo's Rts)	50.06	-	-	-	-	-	-	-	-	-	-	-	50.06
Subtotal	164.32	-	-	-	-	-	-	-	-	-	-	-	164.32
Upl. # 15 (WECWCo's Rts) Memo Only	-	-	-	-	-	-	-	-	-	-	-	-	-
SIX BASINS	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Yearly Production Rights = 932	7.58%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	-
Well #25-A	-	-	-	-	-	-	-	-	-	-	-	-	-
Well #26	0.19	-	-	-	-	-	-	-	-	-	-	-	0.19
Well 27-A	70.47	-	-	-	-	-	-	-	-	-	-	-	70.47
Subtotal	70.66	-	-	-	-	-	-	-	-	-	-	-	70.66
TOTAL PUMPED	235.22	-	-	-	-	-	-	-	-	-	-	-	235.22
GRAVITY FLOW	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
V screen	510.78	-	-	-	-	-	-	-	-	-	-	-	510.78
backwash from city treatment plant	0.96	-	-	-	-	-	-	-	-	-	-	-	0.96
San Antonio Tunnel (forebay)	200.81	-	-	-	-	-	-	-	-	-	-	-	200.81
Frankish & Stamm Tunnel 8" PRODUCTION	26.39	-	-	-	-	-	-	-	-	-	-	-	26.39
San Ant. Tunnel Connect to City	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL GRAVITY	738.94	-	-	-	-	-	-	-	-	-	-	-	738.94
Monthly	San Antonio Tunnel	200.81	-	-	-	-	-	-	-	-	-	-	200.81
V Screen, Frankish & Stamm Tunnel and TP Backwash	538.13	-	-	-	-	-	-	-	-	-	-	-	538.13
Gravity Production	738.94	-	-	-	-	-	-	-	-	-	-	-	738.94
Cumulative	San Antonio Tunnel	200.81	-	-	-	-	-	-	-	-	-	-	200.81
V Screen, Frankish & Stamm Tunnel and TP Backwash	538.13	-	-	-	-	-	-	-	-	-	-	-	538.13
Gravity Production	738.94	-	-	-	-	-	-	-	-	-	-	-	738.94
Purchased Water - Upl. City to Dom. Sys.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Production	974.16	-	-	-	-	-	-	-	-	-	-	-	974.16
Total Cumulative Production	974.16	-	-	-	-	-	-	-	-	-	-	-	974.16
Domestic Production	201.05	-	-	-	-	-	-	-	-	-	-	-	201.05
Irrigation Production	773.11	-	-	-	-	-	-	-	-	-	-	-	773.11
RainFall (Inches)	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Cumulative (Inches)	-	-	-	-	-	-	-	-	-	-	-	-	-

2024 Consumption

DOMESTIC	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Dom. Sys. - Base	45.61	-	-	-	-	-	-	-	-	-	-	-	45.61
Dom. Sys. - Supplemental	6.60	-	-	-	-	-	-	-	-	-	-	-	6.60
Dom Sys - Tier 3	4.02	-	-	-	-	-	-	-	-	-	-	-	4.02
Dom. Sys. - Del. to Upland(24th/Campus)	39.88	-	-	-	-	-	-	-	-	-	-	-	39.88
Dom. Sys. -Del. To Upland (Well 16/15)	-	-	-	-	-	-	-	-	-	-	-	-	-
Dom. Sys. - Del. to Upland(24th/Mtn)-installed 4/2/19	0.11	-	-	-	-	-	-	-	-	-	-	-	0.11
Tunnel meter to the Upland	-	-	-	-	-	-	-	-	-	-	-	-	-
Discharge to waste	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	96.22	-	-	-	-	-	-	-	-	-	-	-	96.22

Truck Loads - note only crosswall projects	-	-	-	-	-	-	-	-	-	-	-	-	-
Well 32 Hydrant Mtr. - note only(started 8/6/18)Crosswalls	0.02	-	-	-	-	-	-	-	-	-	-	-	0.02

Irr. Note only Del. to MVWD(wheeled through Upland)	38.39	-	-	-	-	-	-	-	-	-	-	-	38.39
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IRRIGATION	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Irrig. Sys.-Upland(Pump & Rec'd) (City W#15)	50.06	-	-	-	-	-	-	-	-	-	-	-	50.06
Irrig. Sys. - Upl. City - Tier 1	435.80	-	-	-	-	-	-	-	-	-	-	-	435.80
Irrig. Sys. - Upl. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Monte Vista - Tier 1	38.10	-	-	-	-	-	-	-	-	-	-	-	38.10
Irrig. Sys. - Monte Vista - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Ont. City - Tier 1	33.80	-	-	-	-	-	-	-	-	-	-	-	33.80
Irrig. Sys. - Ont. City - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 1	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Cucamonga Valley - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Holiday Rock Co - Tier 1	14.52	-	-	-	-	-	-	-	-	-	-	-	14.52
Irrig. Sys. - Holiday Rock Co - Tier 2	0.12	-	-	-	-	-	-	-	-	-	-	-	0.12
Irrig. Sys. - Holiday Rock Co - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hill Golf Course - Tier 1	4.03	-	-	-	-	-	-	-	-	-	-	-	4.03
Irrig. Sys. - Red Hill Golf Course - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hill Golf Course - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 1	0.03	-	-	-	-	-	-	-	-	-	-	-	0.03
Irrig. Sys. - Red Hills HOA - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Red Hills HOA - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor Irrigators - Tier 1	1.04	-	-	-	-	-	-	-	-	-	-	-	1.04
Irrig. Sys. - Minor Irrigators - Tier 2	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrig. Sys. - Minor irrigators - Tier 3	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	577.50	-	-	-	-	-	-	-	-	-	-	-	577.50

COMPANY TOTALS	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
San Antonio Heights	56.23	-	-	-	-	-	-	-	-	-	-	-	56.23
City of Upland	525.85	-	-	-	-	-	-	-	-	-	-	-	525.85
Monte Vista Water District	38.10	-	-	-	-	-	-	-	-	-	-	-	38.10
City of Ontario	33.80	-	-	-	-	-	-	-	-	-	-	-	33.80
Cucamonga Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-
Holiday Rock Company	14.64	-	-	-	-	-	-	-	-	-	-	-	14.64
Red Hills Golf Course	4.03	-	-	-	-	-	-	-	-	-	-	-	4.03
Red Hill HOA	0.03	-	-	-	-	-	-	-	-	-	-	-	0.03
Minor Irrigators	1.04	-	-	-	-	-	-	-	-	-	-	-	1.04
TOTAL	673.72	-	-	-	-	-	-	-	-	-	-	-	673.72

IRRIGATORS	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Irrigator Emberton	0.12	-	-	-	-	-	-	-	-	-	-	-	0.12
Irrigator McMurray - now Dicarlo 7/23	0.00	-	-	-	-	-	-	-	-	-	-	-	0.00
Irrigator Mistretta	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigator Nisbit	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigator Scheu	0.79	-	-	-	-	-	-	-	-	-	-	-	0.79
Irrigator Pfister	0.13	-	-	-	-	-	-	-	-	-	-	-	0.13

2024 Spread and Storage

Cucamonga Basin	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
23rd St. (Meter) - Basin 6 - A	0.08	-	-	-	-	-	-	-	-	-	-	-	0.08
15th Street Basin	-	-	-	-	-	-	-	-	-	-	-	-	-
Basin 3 meter (23rd street Clock)	156.69	-	-	-	-	-	-	-	-	-	-	-	156.69
Frankish & Stamm Tunnel to Basin 3	26.39	-	-	-	-	-	-	-	-	-	-	-	26.39
Vscreen via Frankish & Stamm Meter to Basin 3	47.08	-	-	-	-	-	-	-	-	-	-	-	47.08
PRV Station (res 1)(basin 6)	2.61	-	-	-	-	-	-	-	-	-	-	-	2.61
Monthly Spread	232.85	-	-	-	-	-	-	-	-	-	-	-	232.85
Cumulative Spread	232.85	-	-	-	-	-	-	-	-	-	-	-	

Six Basins

Note: City of Upland Well Exercising may contribute to spread

Monthly Spread	61.44	-	-	-	-	-	-	-	-	-	-	-	61.44
Cumulative Spread	61.44	-	-	-	-	-	-	-	-	-	-	-	

Note: Maximum end of year storage limit: 2,000 AF

Previous Storage	2,247.00	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	2,315.44	-
Spread	61.44	-	-	-	-	-	-	-	-	-	-	-	-
Unused Monthly OSY	7.00	-	-	-	-	-	-	-	-	-	-	-	-
Current Storage Estimate	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	-

932 yearly OSY = 77.67 monthly OSY

Chino Basin

Monthly Spread	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative Spread	-	-	-	-	-	-	-	-	-	-	-	-	-

Local Supplemental Account (Spreading)*	3,923.25	-	-	-	-	-	-	-	-	-	-	-	-
Carry Over Account	1,232.00	-	-	-	-	-	-	-	-	-	-	-	-
Excess Carry Over Account*	2,104.00	-	-	-	-	-	-	-	-	-	-	-	-
Preemptive Replenishment Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Storage	7,259.25	-	-	-	-	-	-	-	-	-	-	-	-
Spread	-	-	-	-	-	-	-	-	-	-	-	-	-
Unused Monthly OSY	102.43	-	-	-	-	-	-	-	-	-	-	-	-
Current Storage Estimate*	7,362	-	-	-	-	-	-	-	-	-	-	-	-

1,232 yearly OSY = 102.67 monthly OSY

* Does not include yearly storage losses calc of 0.07%

Company Wide

Monthly Spread	294.30	-	-	-	-	-	-	-	-	-	-	-	294.30
Cumulative Spread	294.30	-	-	-	-	-	-	-	-	-	-	-	
Total Current Storage Estimate	9,677	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	-

Meter to spread ponds (NOTE ONLY)	0.18	-	-	-	-	-	-	-	-	-	-	-	0.18
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2024 GW Production Rights

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Cucamonga Basin Production

Yearly Production Rights = 5637 (4,500AF + 1137AF 10-yr Average Spread)

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	164.32	-	-	-	-	-	-	-	-	-	-	-	
Cumulative Production	164.32	-	-	-	-	-	-	-	-	-	-	-	164.32
Cumulative Production Rights	469.72	-	-	-	-	-	-	-	-	-	-	-	5,637
% of Production Rights*	2.92%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.9%

Six Basins Production

Yearly Production Rights = 932AF

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	70.66	-	-	-	-	-	-	-	-	-	-	-	
Cumulative Production	70.66	-	-	-	-	-	-	-	-	-	-	-	70.66
Cumulative Production Rights	77.68	-	-	-	-	-	-	-	-	-	-	-	932
% of Production Rights*	7.58%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	7.6%

Chino Basin Production

Note: Chino Basin production rights are calculated from July through June.

Yearly Production Rights = 1232AF

	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production		0.23	-	-	-	-	-	-	-	-	-	-	-	0.23
Cumulative Production for 2023	2.43	0.23	-	-	-	-	-	-	-	-	-	-	-	
Water Year 23-24														
Cumulative Production	2.43	2.66	-	-	-	-	-	-	-	-	-	-	-	2.66
Cumulative Rights	616.00	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00	-	-	-	-	-	-	1,232.00
% of Production Rights 22-23*		0.22%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water Year 24-25														
Cumulative Production								-	-	-	-	-	-	-
Cumulative Rights								102.67	205.33	308.00	410.67	513.33	616.00	1,232.00
% of Production Rights 22-23*								-	-	-	-	-	-	-

* - Out months are Exponential Smoothing (ETS) forecasts based on basin production to date

Chino Basin	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	WY19-20
Water Year 19-20													
Cumulative Production	5.24	110.22	227.03	351.18	470.30	470.30	470.53	470.80	470.80	471.09	486.34	614.43	
Cumulative Rights	102.67	205.33	308.00	410.67	513.33	616.00	718.67	821.33	924.00	1,026.67	1,129.33	1,232.00	1,232.00
% of Production Rights 19-20	5.10%	53.68%	73.71%	85.51%	91.62%	76.35%	65.47%	57.32%	50.95%	45.89%	43.06%	49.87%	

2024 Production v Consumption

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%

Consumption versus Entitlement, Company Wide **Active Shares**

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	
Cumulative Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	673.72
Cumulative Entitlement (straight line)	1,048.70	-	-	-	-	-	-	-	-	-	-	-	12,584
% of Entitlement*	5.35%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.4%

Consumption versus Entitlement, Company Wide **Total Shares**

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	
Cumulative Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	673.72
Cumulative Entitlement (straight line)	1,083.33	-	-	-	-	-	-	-	-	-	-	-	13,000
% of Entitlement*	5.18%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.2%

Production versus Consumption, Company Wide

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	974.16	-	-	-	-	-	-	-	-	-	-	-	974.16
Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	673.72
Spread	294.30	-	-	-	-	-	-	-	-	-	-	-	294.30
Total Consumption	968.01	-	-	-	-	-	-	-	-	-	-	-	968.01
Difference	6.14	-	-	-	-	-	-	-	-	-	-	-	6.14
% of Production	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%	0.0%	0.0%	0.0%	0.0%	0.0%	0.6%

Production versus Consumption, Domestic System

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	201.05	-	-	-	-	-	-	-	-	-	-	-	201.05
Consumption	96.22	-	-	-	-	-	-	-	-	-	-	-	96.22
Monthly Difference	104.83	-	-	-	-	-	-	-	-	-	-	-	104.83
% difference	108.95%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	108.9%

Production versus Consumption, Irrigation System

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR
Production	773.11	-	-	-	-	-	-	-	-	-	-	-	773.11
Addition from Domestic	104.83	-	-	-	-	-	-	-	-	-	-	-	104.83
Total Production	877.94	-	-	-	-	-	-	-	-	-	-	-	877.94
Consumption	871.80	-	-	-	-	-	-	-	-	-	-	-	871.80
Monthly Difference	6.14	-	-	-	-	-	-	-	-	-	-	-	6.14
% difference	0.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.7%

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

2024 Consumption Analysis

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%

COMPANY TOTALS

Active Shares

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares
Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-		6,185
Cumulative Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	673.72	
Cumulative Entitlement	984.72	-	-	-	-	-	-	-	-	-	-	-	12,584.40	
% of Yearly Entitlement*	5.35%												5.35%	

COMPANY TOTALS

All Shares

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares
Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-		6,389
Cumulative Consumption	673.72	-	-	-	-	-	-	-	-	-	-	-	673.72	
Cumulative Entitlement	1,083.33	-	-	-	-	-	-	-	-	-	-	-	13,000.00	
% of Yearly Entitlement*	5.18%												5.18%	

San Antonio Heights

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares
Consumption	56.23	-	-	-	-	-	-	-	-	-	-	-		646
Cumulative Consumption	56.23	-	-	-	-	-	-	-	-	-	-	-	56.23	
Cumulative Entitlement	70.95	-	-	-	-	-	-	-	-	-	-	-	1,314.45	
% of Yearly Entitlement*	4.28%												4.28%	

City of Upland

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares
Consumption	525.85	-	-	-	-	-	-	-	-	-	-	-		4,511.50
Cumulative Consumption	525.85	-	-	-	-	-	-	-	-	-	-	-	525.85	
Cumulative Entitlement	764.98	-	-	-	-	-	-	-	-	-	-	-	9,179.76	
% of Yearly Entitlement*	5.73%												5.73%	

Monte Vista Water District

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares
Consumption	38.10	-	-	-	-	-	-	-	-	-	-	-		333
Cumulative Consumption	38.10	-	-	-	-	-	-	-	-	-	-	-	38.10	
Cumulative Entitlement	56.42	-	-	-	-	-	-	-	-	-	-	-	677.06	
% of Yearly Entitlement*	5.63%												5.63%	

City of Ontario

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares
Consumption	33.80	-	-	-	-	-	-	-	-	-	-	-		295
Cumulative Consumption	33.80	-	-	-	-	-	-	-	-	-	-	-	33.80	
Cumulative Entitlement	50.06	-	-	-	-	-	-	-	-	-	-	-	600.76	
% of Yearly Entitlement*	5.63%												5.63%	

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

2024 Consumption Analysis

Yearly %	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
	8%	17%	25%	33%	42%	50%	58%	67%	75%	83%	92%	100%

Cucamonga Valley Water District

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	4
Consumption	-	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cumulative Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	8.14		
% of Yearly Entitlement*															

Holiday Rock Company

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	132
Consumption	14.64	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	14.64	-	-	-	-	-	-	-	-	-	-	-	14.64		
Cumulative Entitlement	14.52	-	-	-	-	-	-	-	-	-	-	-	269.10		
% of Yearly Entitlement*	5.44%												5.44%		

Red Hills Golf Course

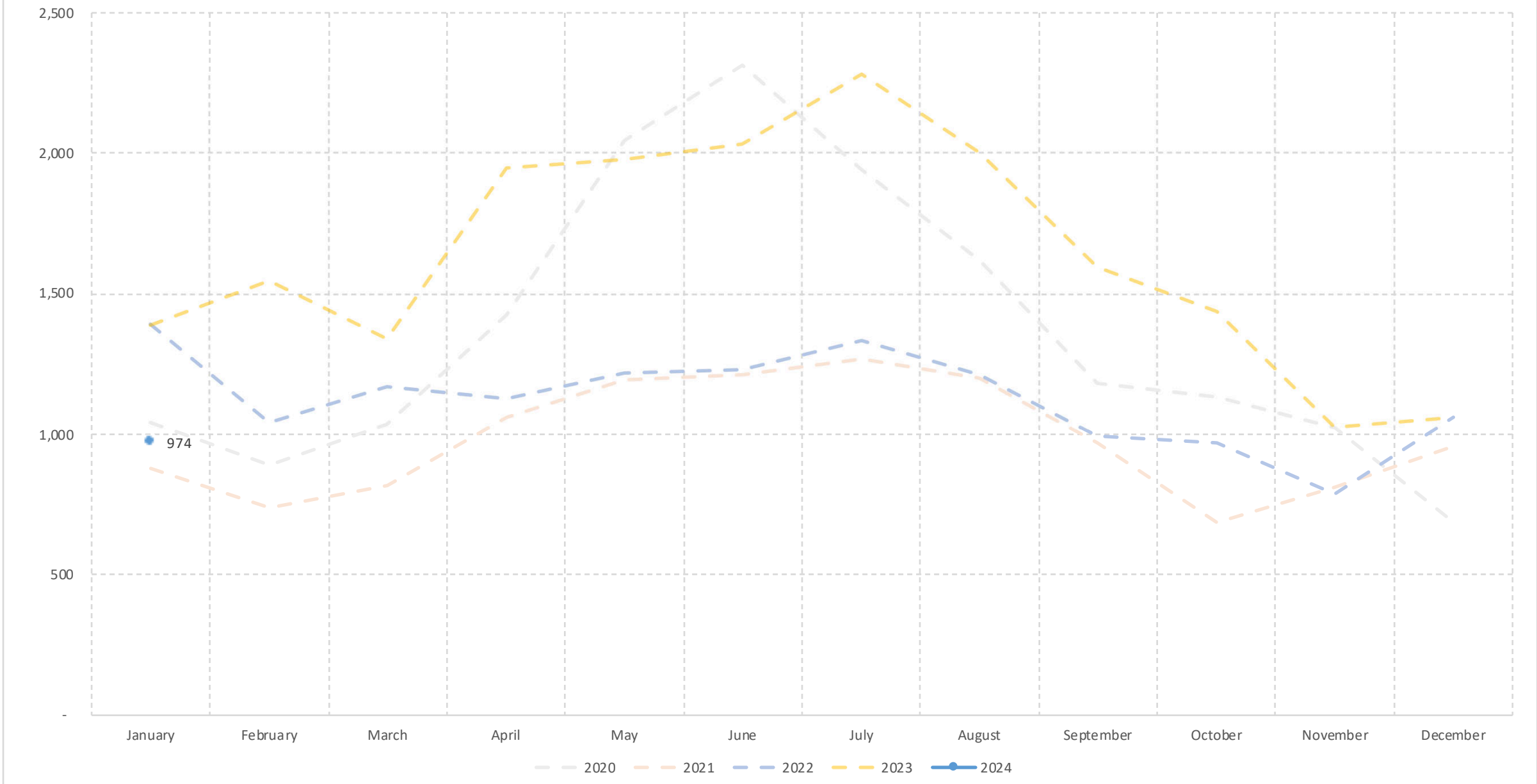
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	198
Consumption	4.03	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	4.03	-	-	-	-	-	-	-	-	-	-	-	4.03		
Cumulative Entitlement	21.72	-	-	-	-	-	-	-	-	-	-	-	402.37		
% of Yearly Entitlement*	1.00%												1.00%		

Minor Irrigators

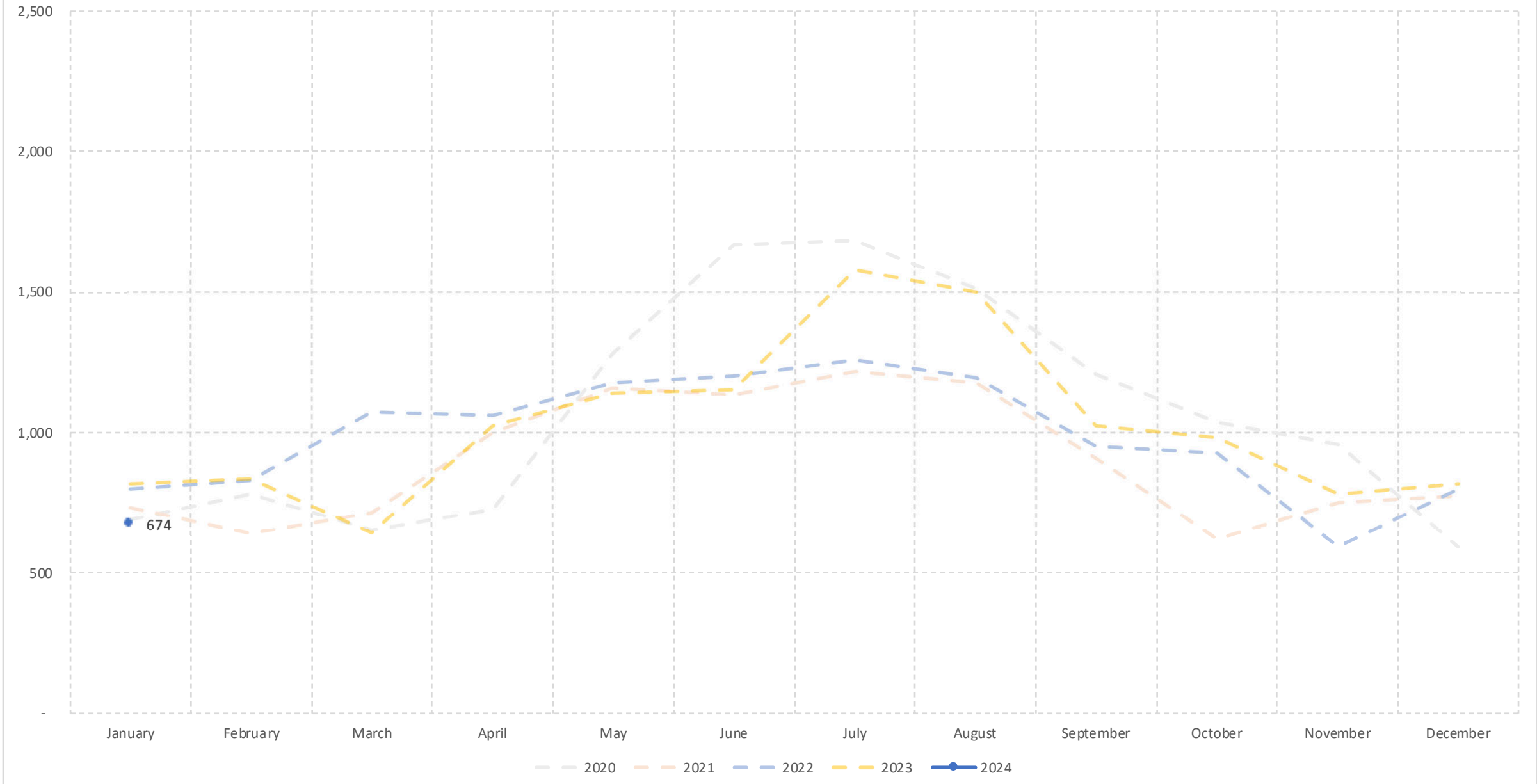
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	THIS YEAR	Shares	55
Consumption	1.04	-	-	-	-	-	-	-	-	-	-	-			
Cumulative Consumption	1.04	-	-	-	-	-	-	-	-	-	-	-	1.04		
Cumulative Entitlement	6.07	-	-	-	-	-	-	-	-	-	-	-	112.42		
% of Yearly Entitlement*	0.92%												0.92%		

* - Out months are Exponential Smoothing (ETS) forecasts based on consumption to date

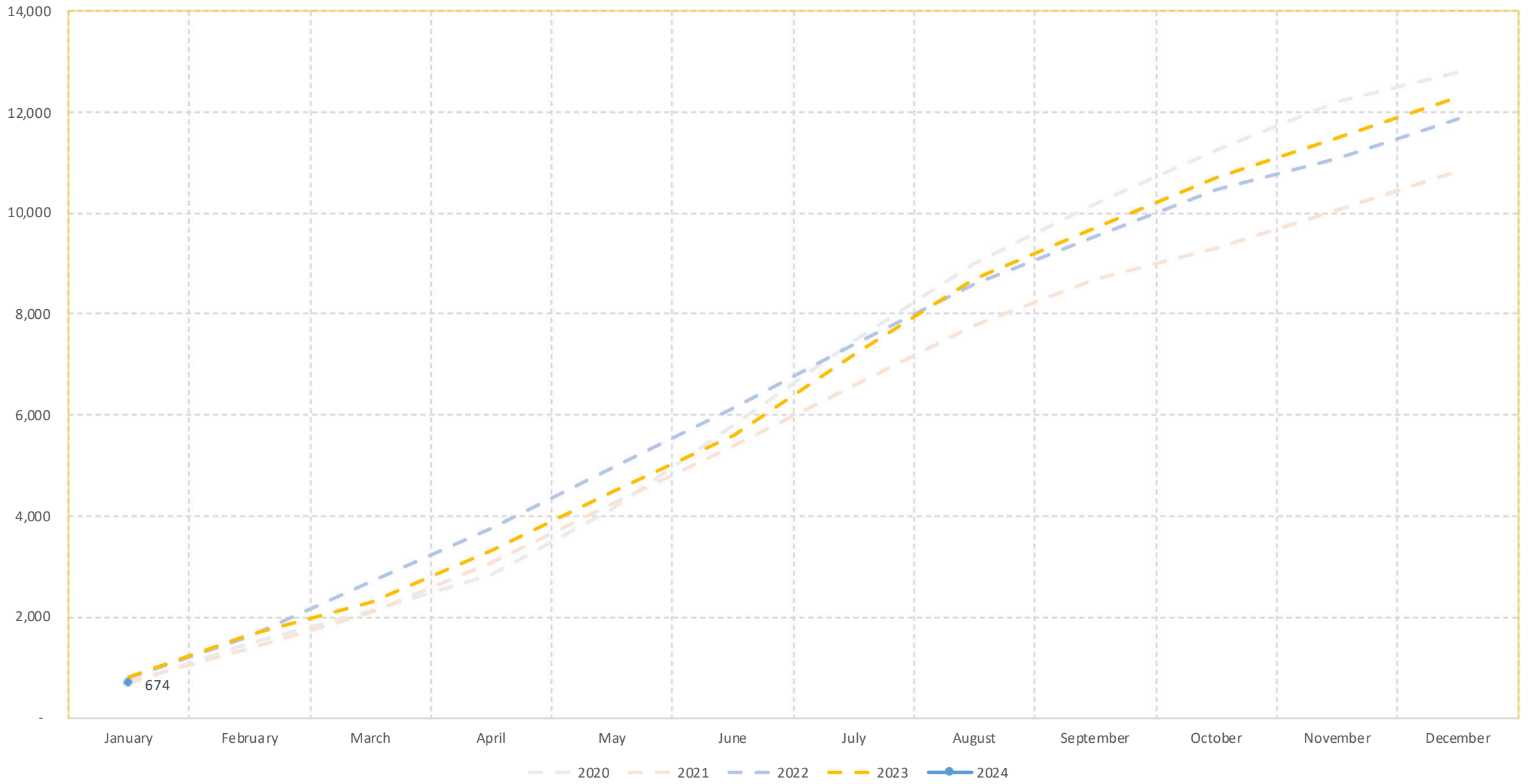
5 Year Production (AF)



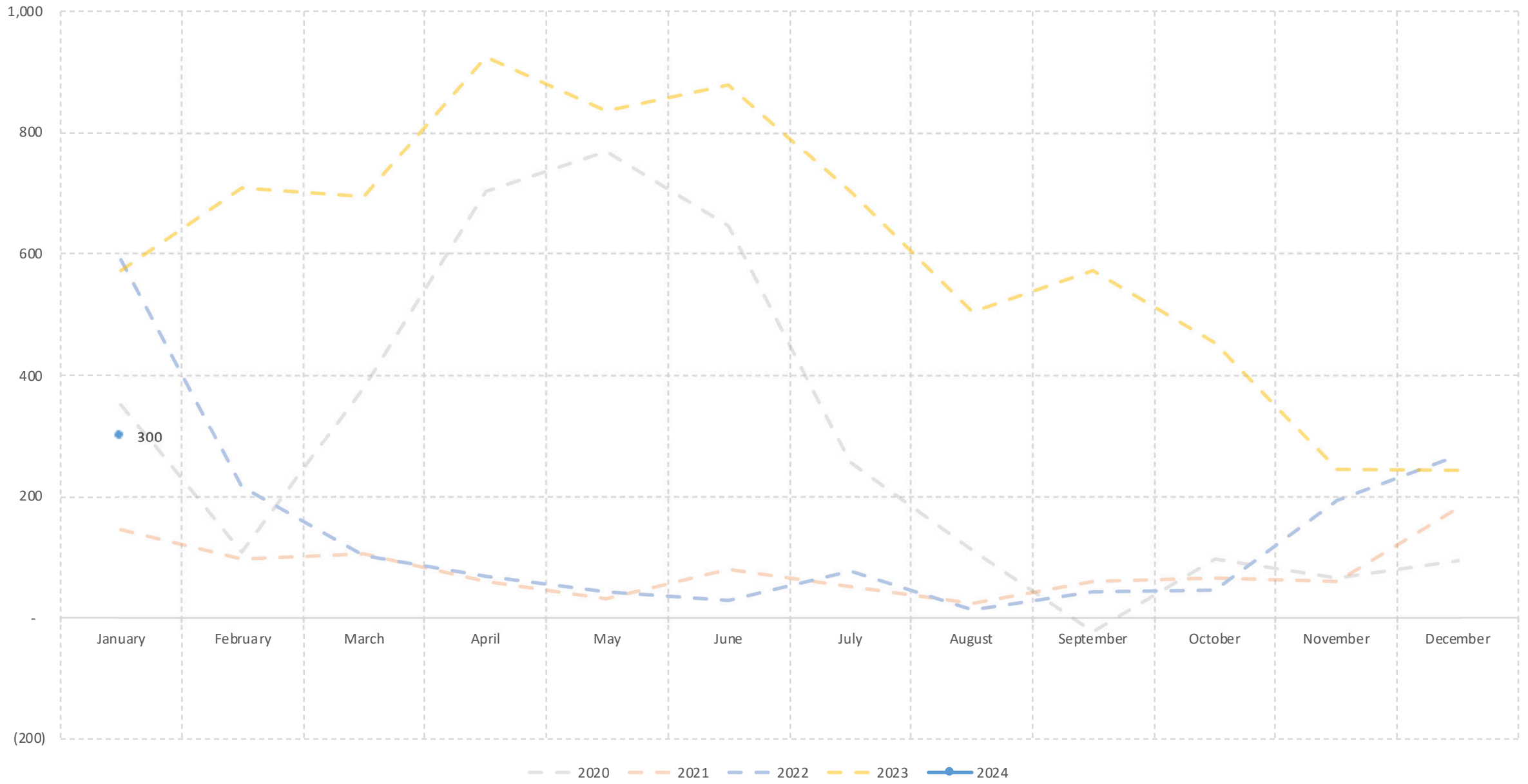
5 Year Consumption (AF)



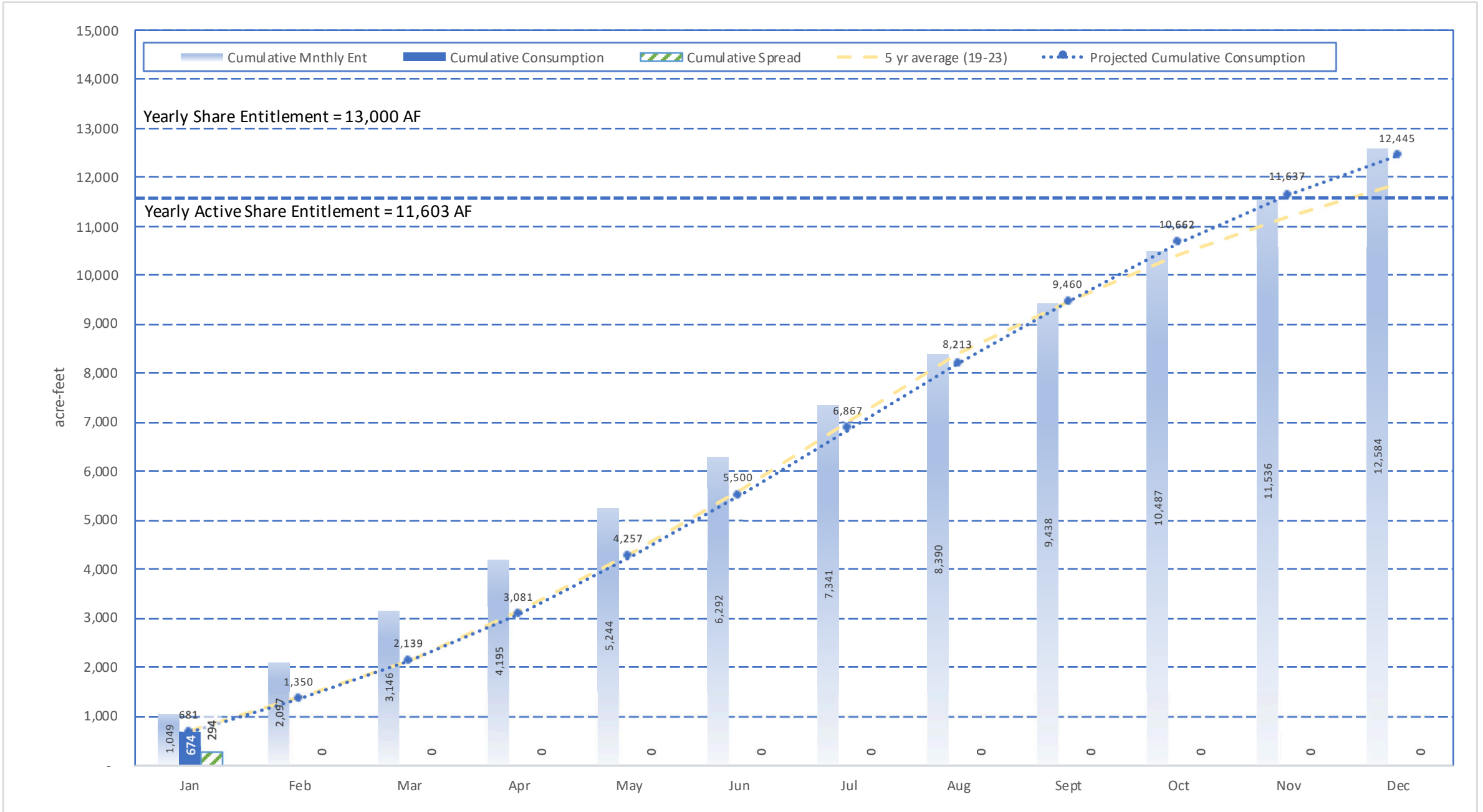
Cumulative Consumption (AF)



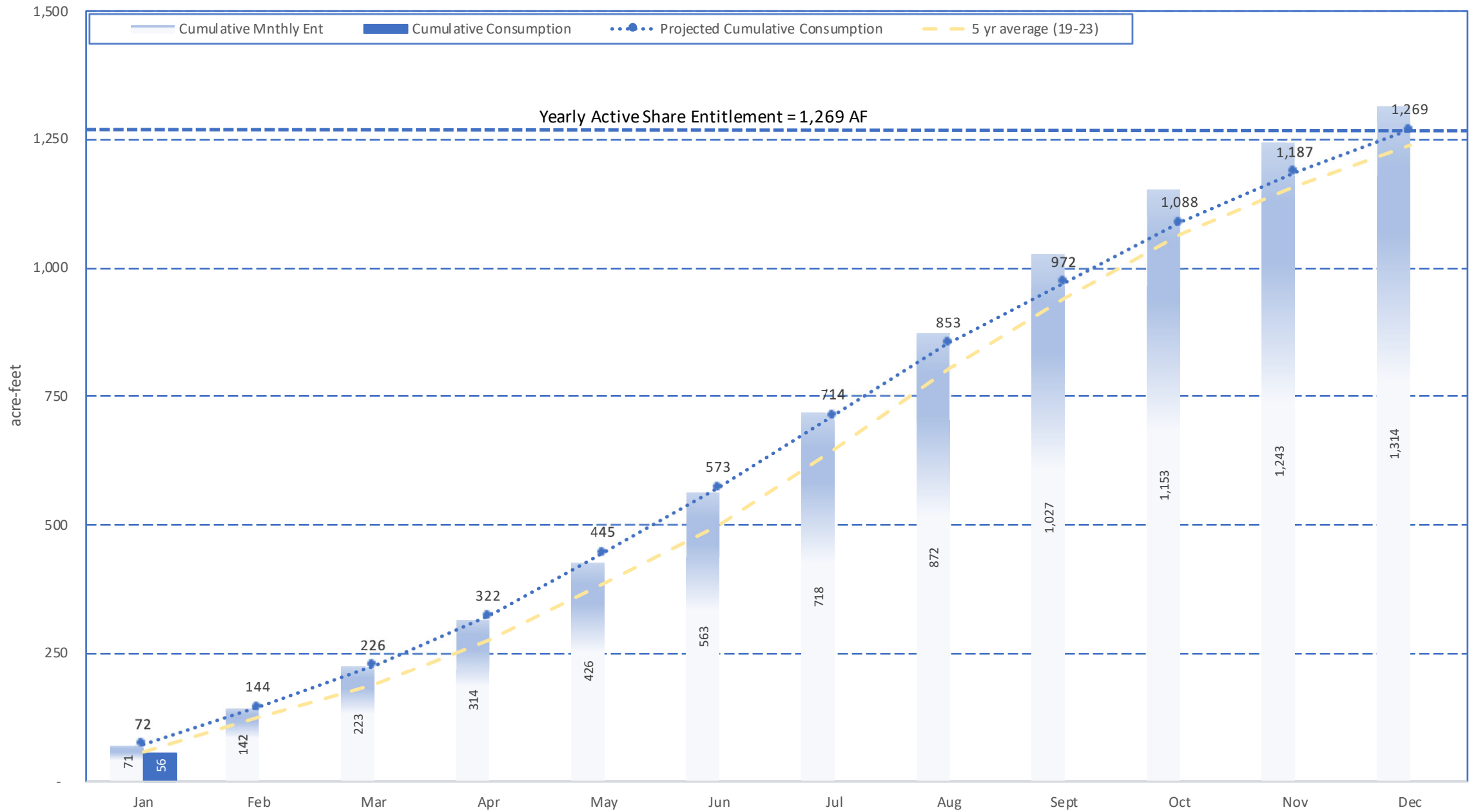
Production minus Consumption (AF)



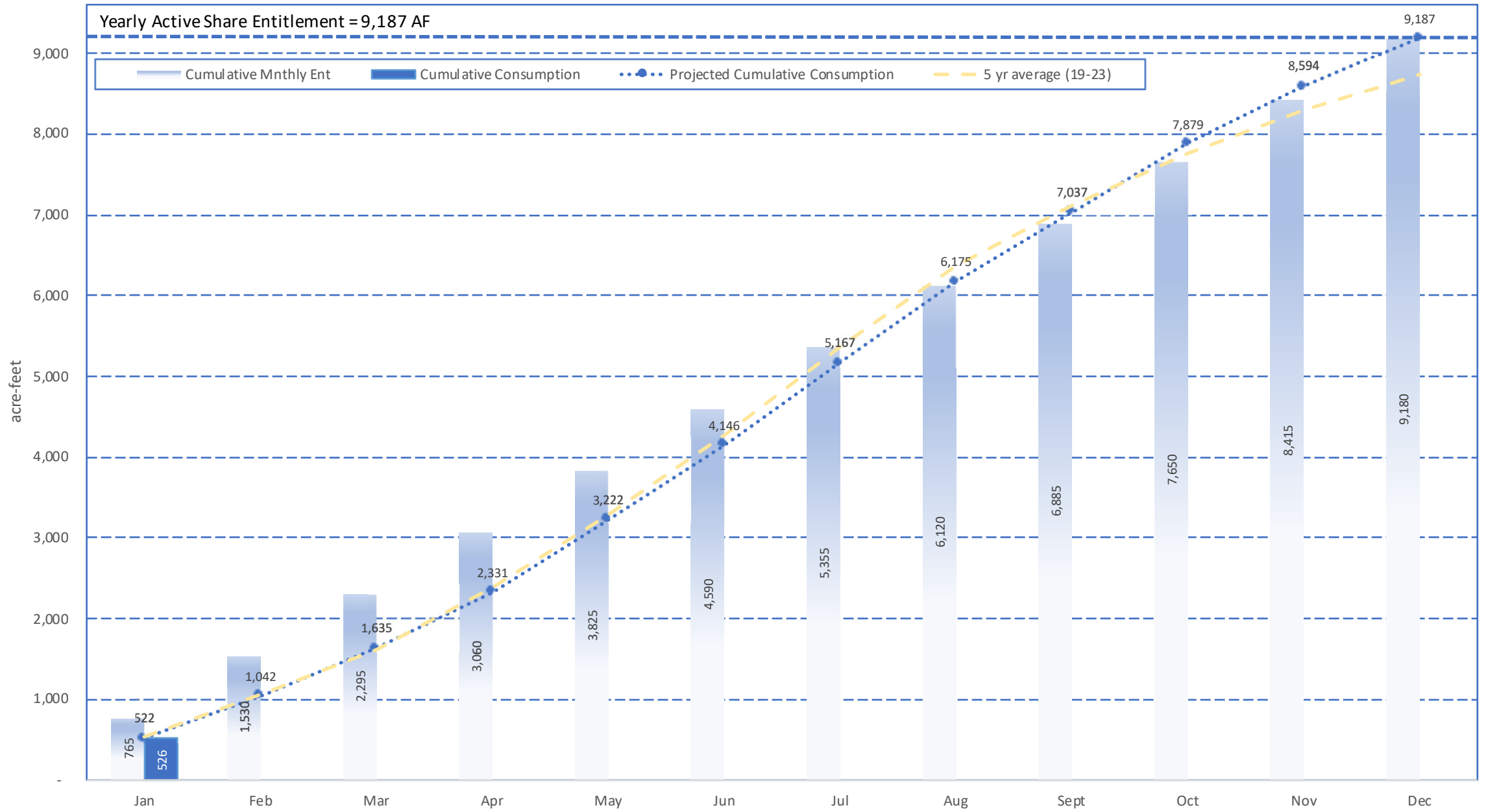
2024 Consumption Chart



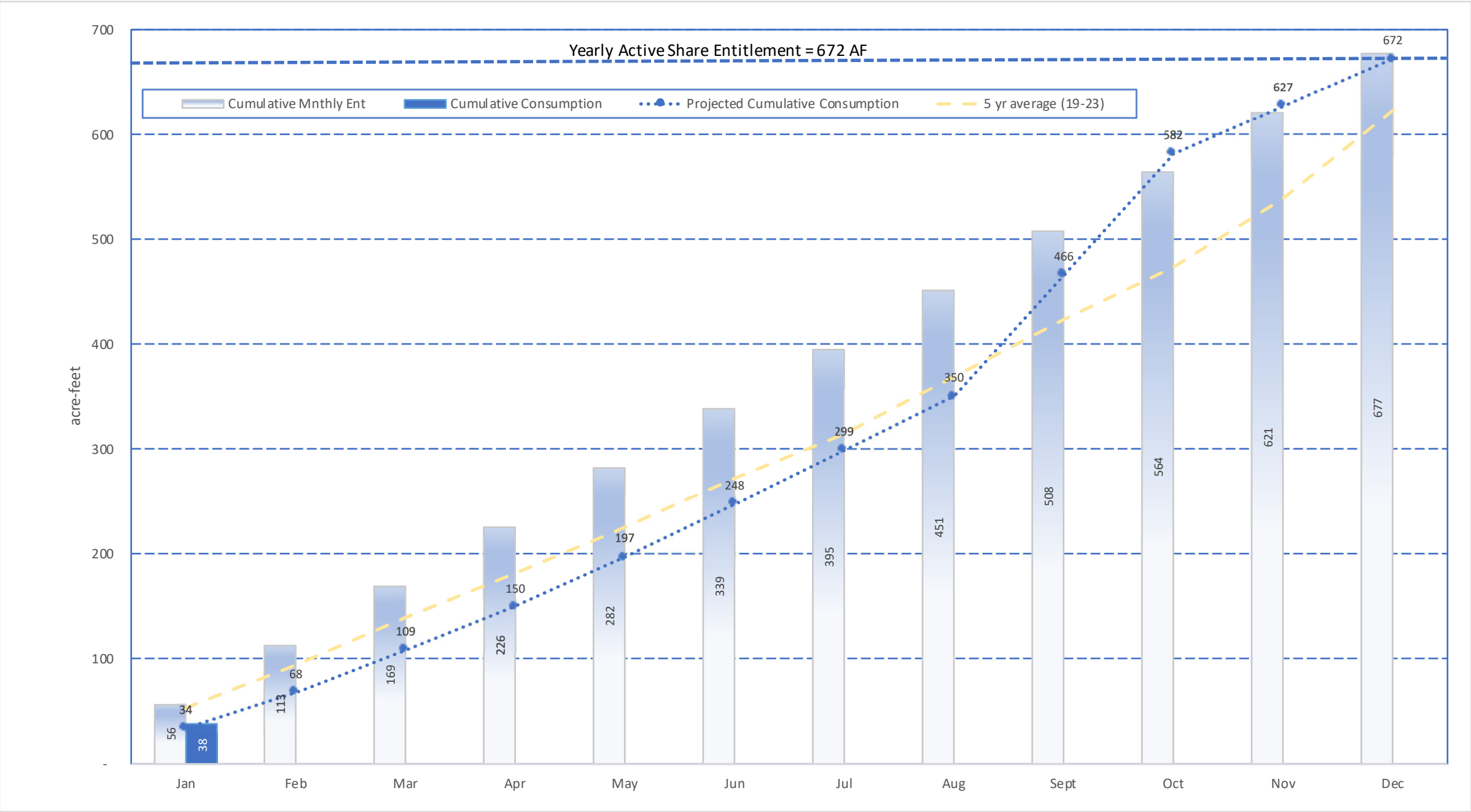
2024 Domestic Consumption



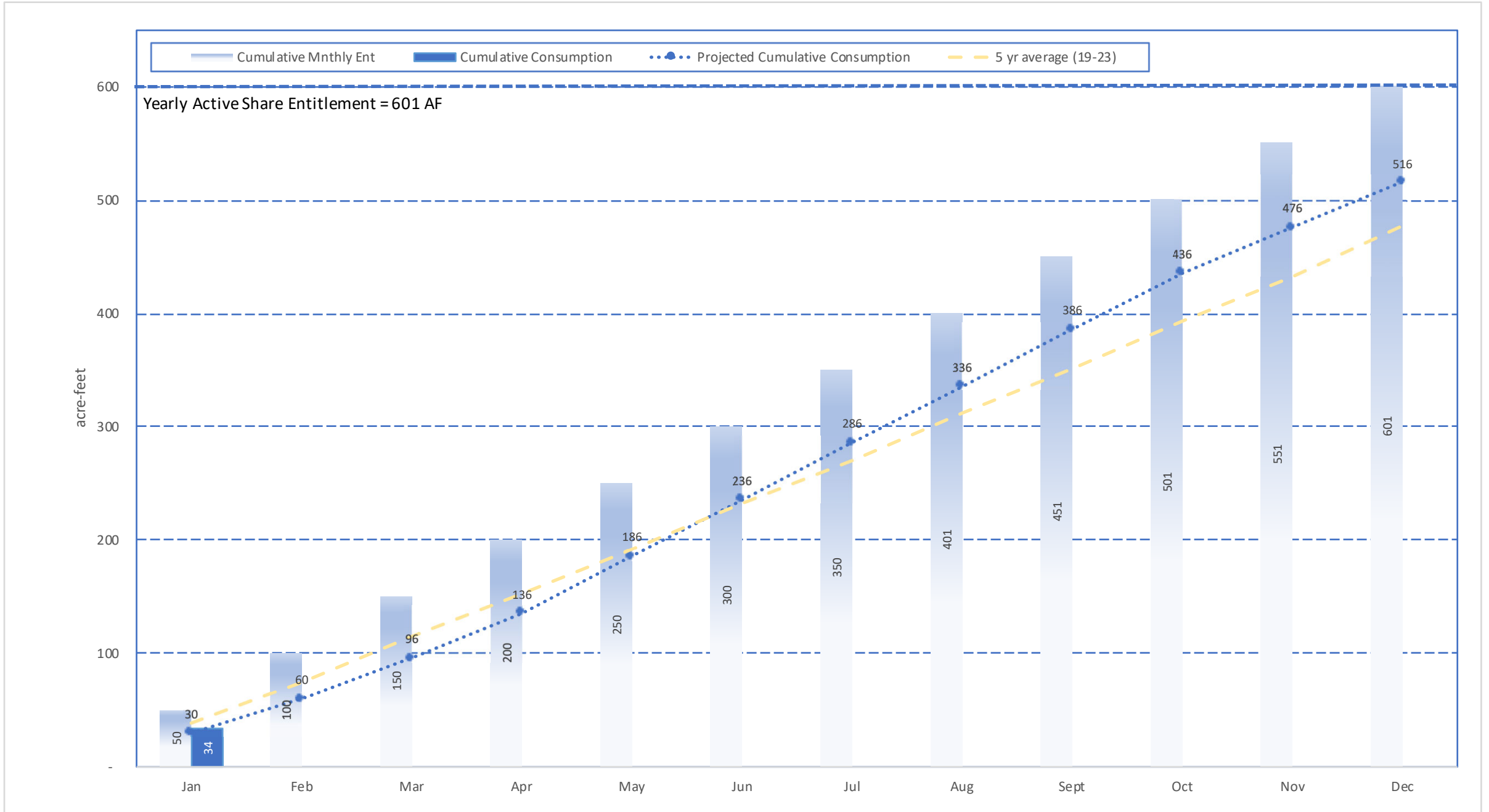
2024 Upland Consumption



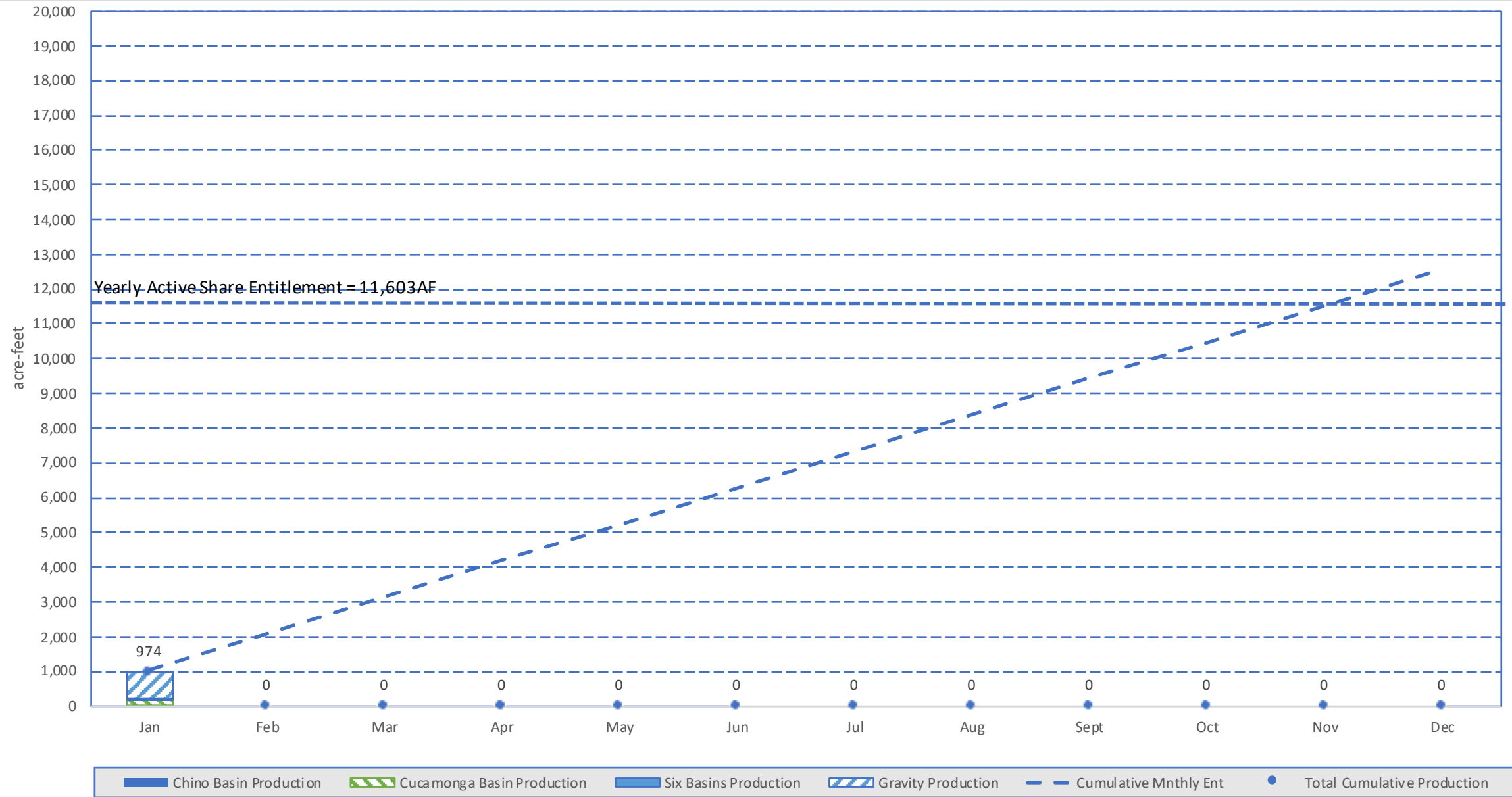
2024 Monte Vista Consumption



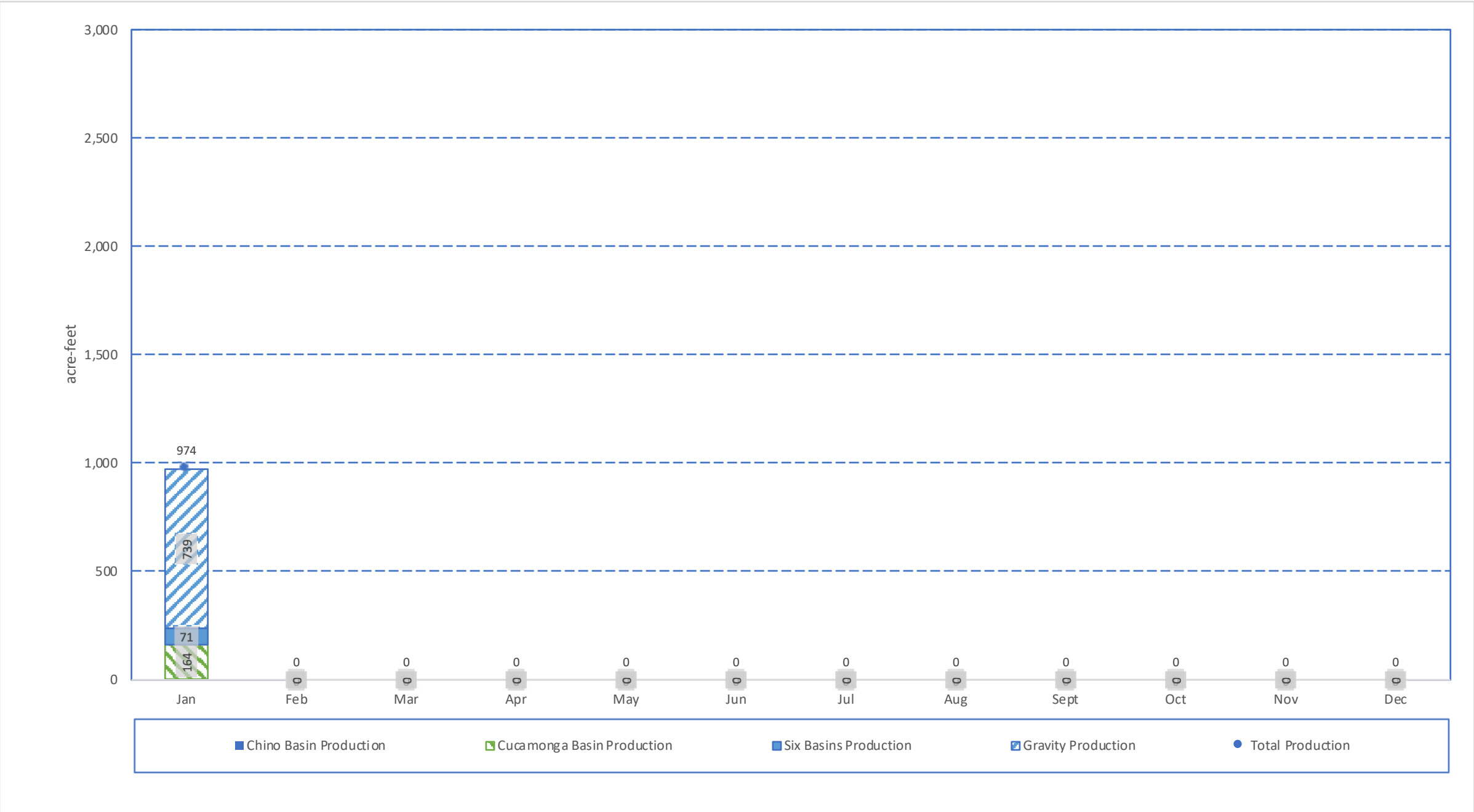
2024 Ontario Consumption



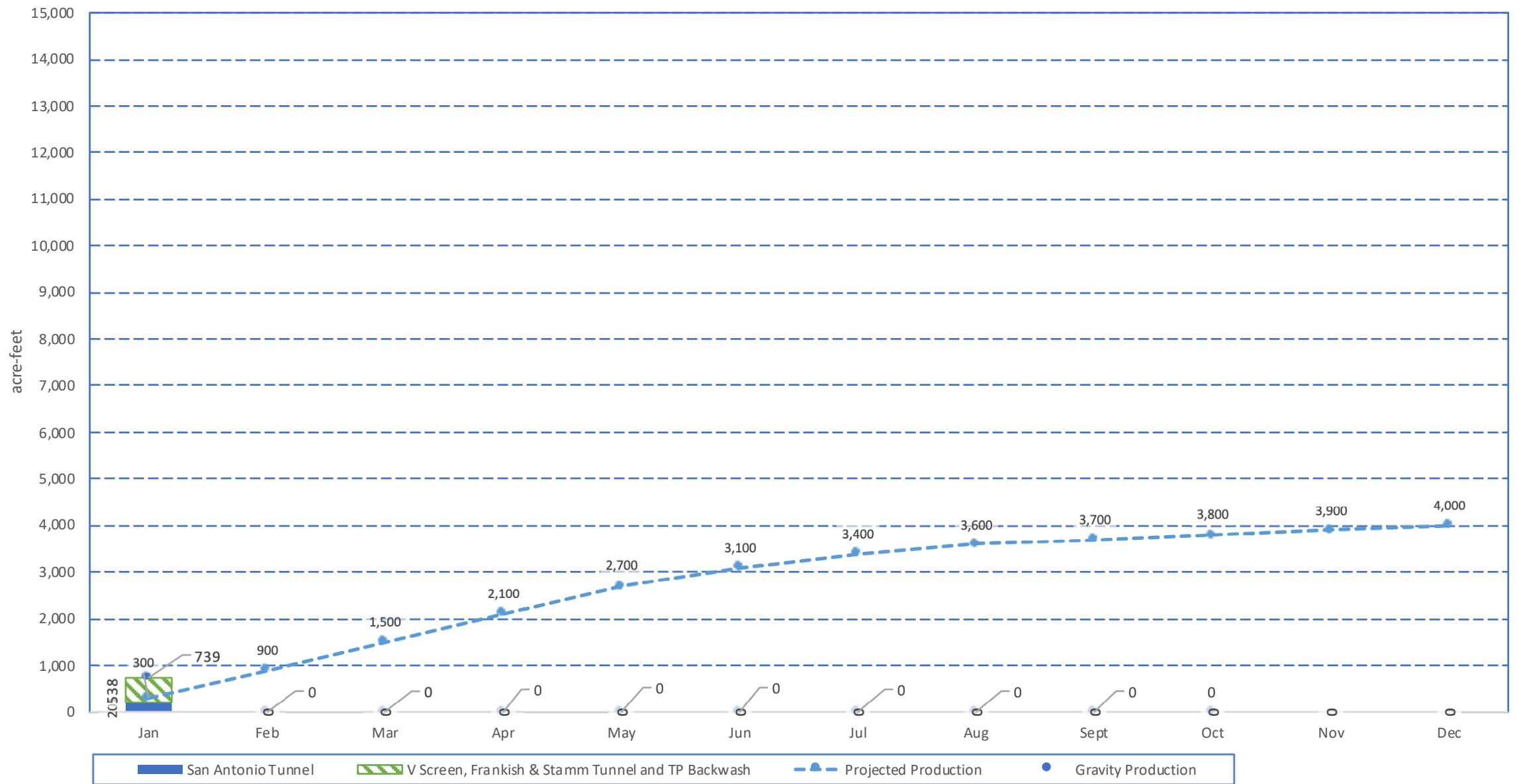
2024 Total Yearly Production



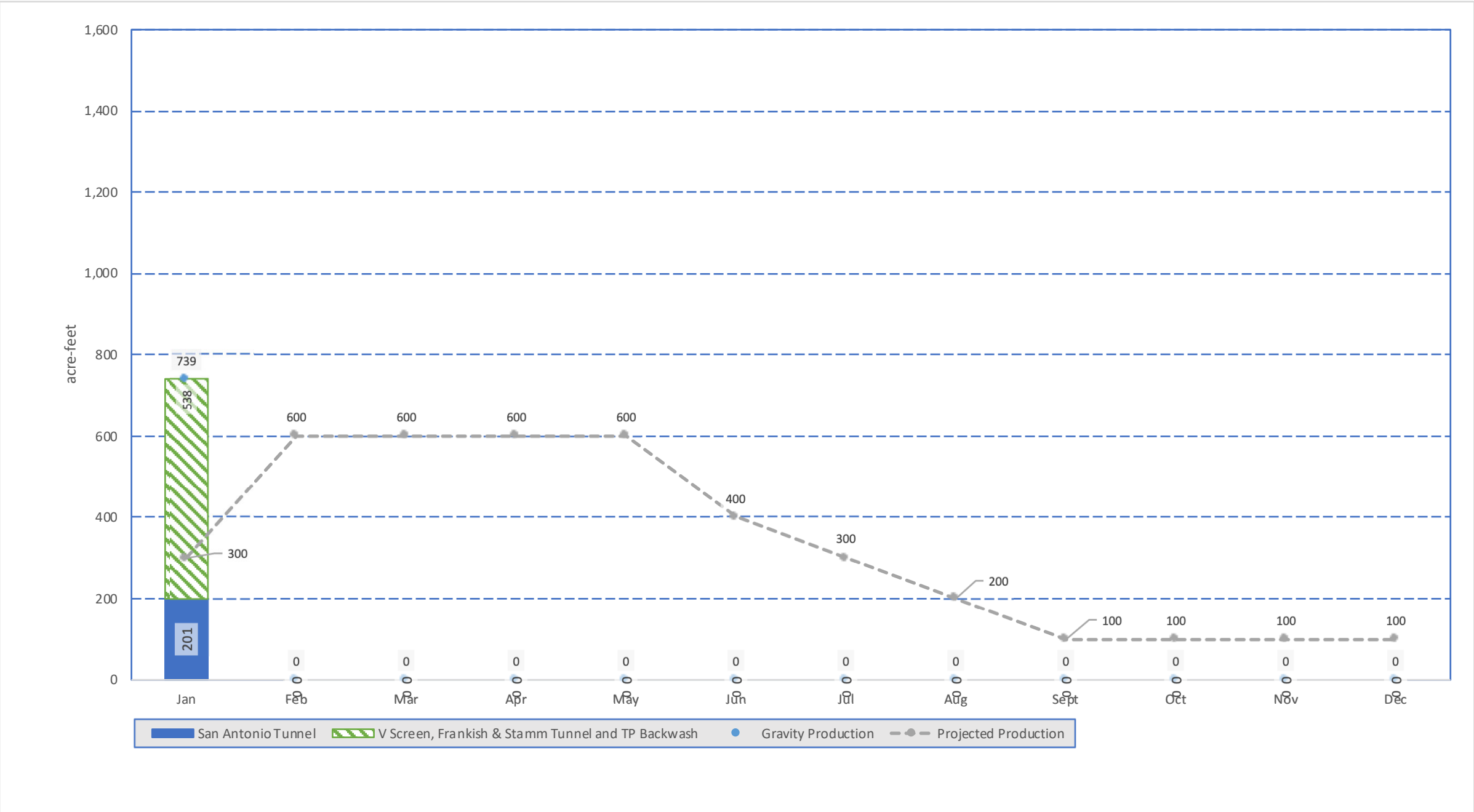
2024 Monthly Production



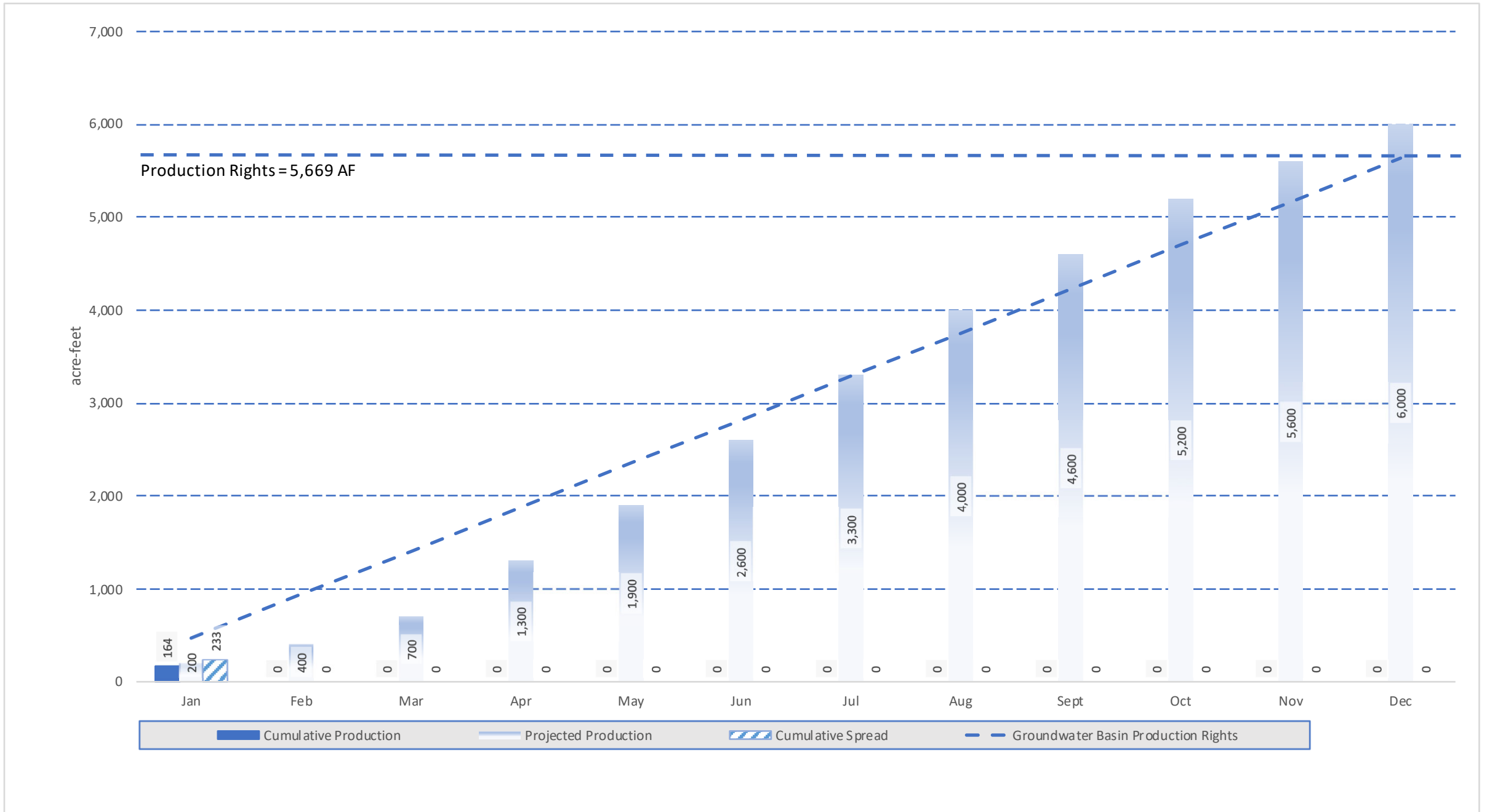
2024 Gravity Cumulative



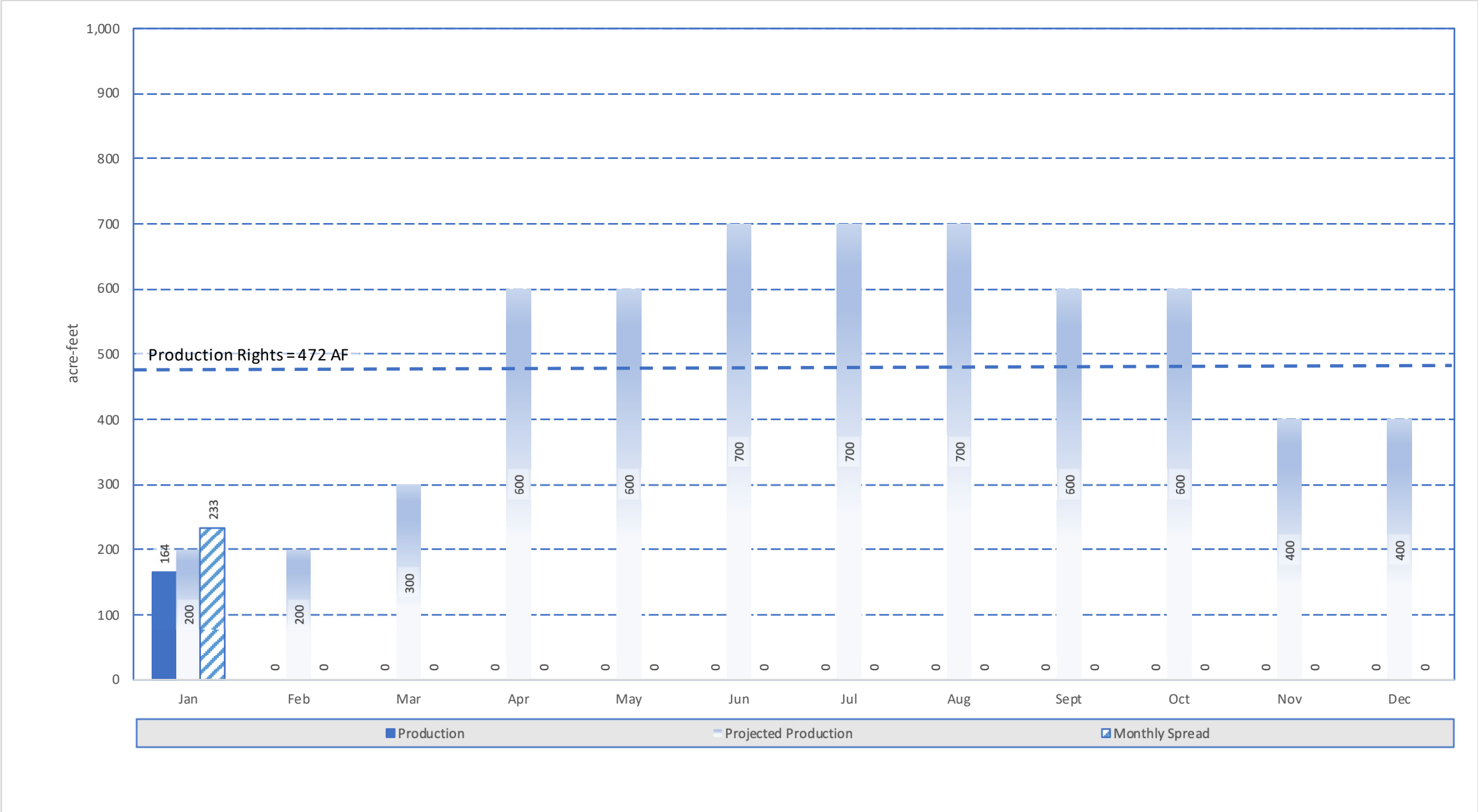
2024 Gravity Monthly



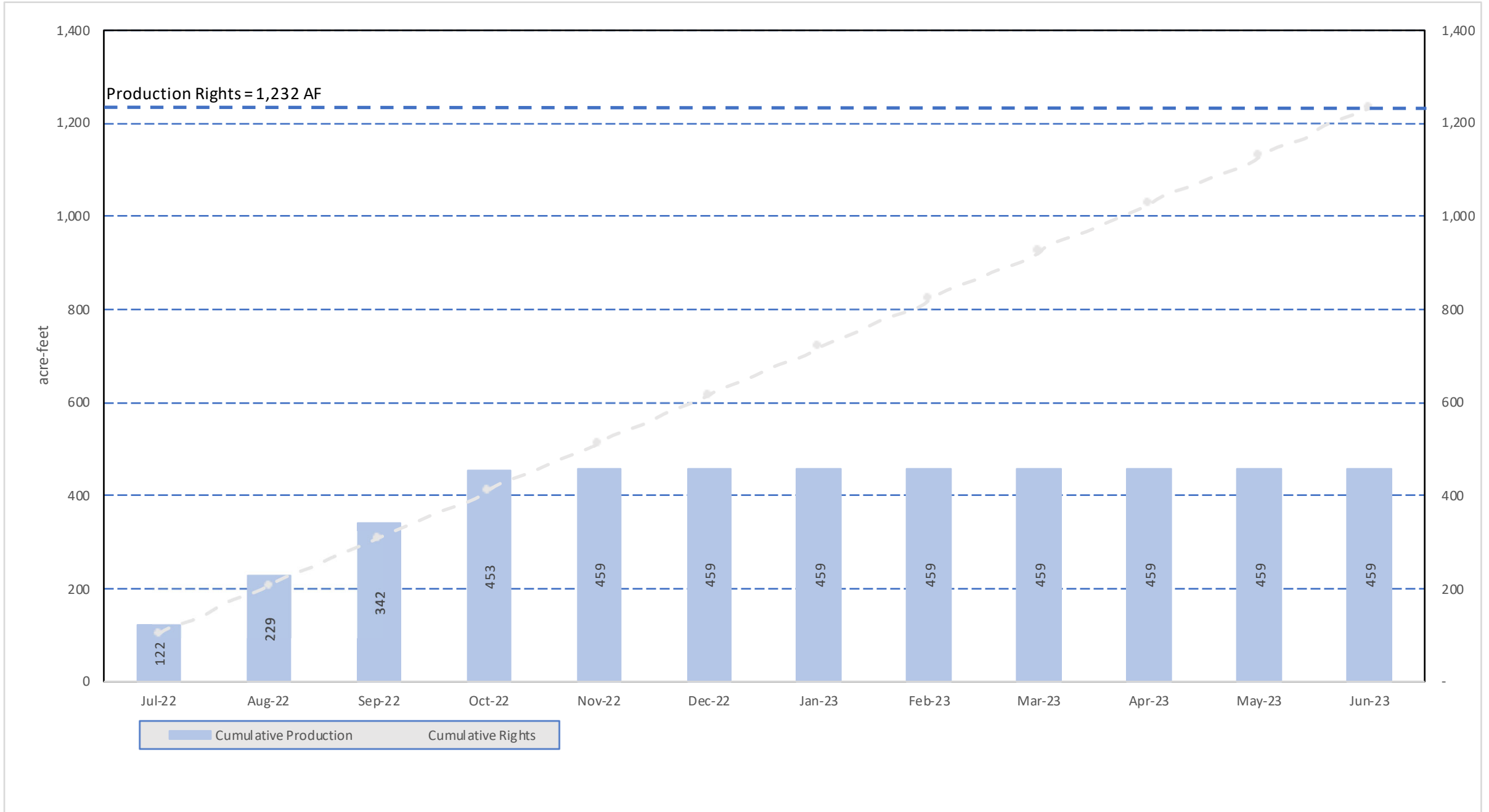
2024 Cucamonga Basin Cumulative



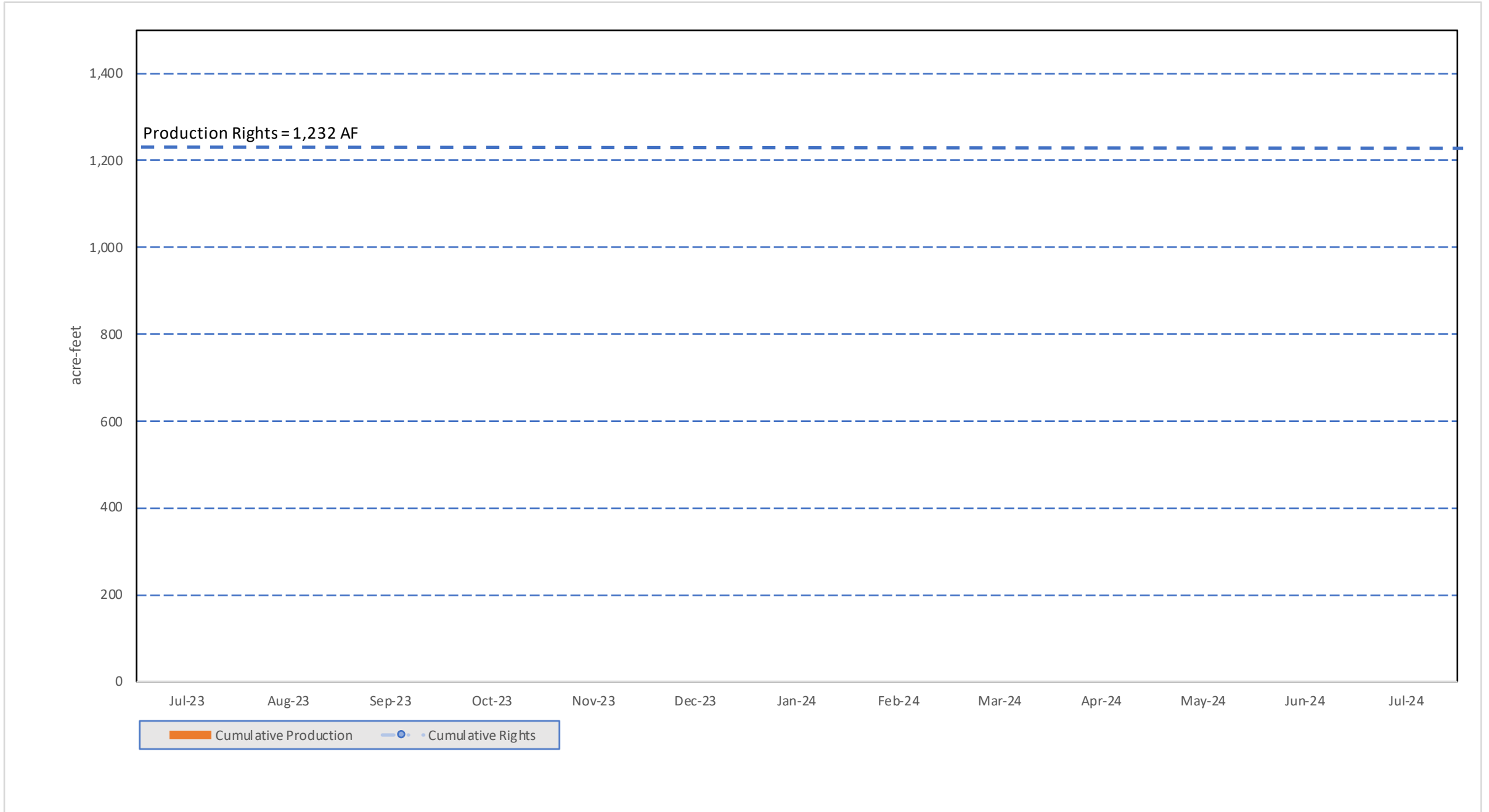
2024 Cucamonga Basin Monthly



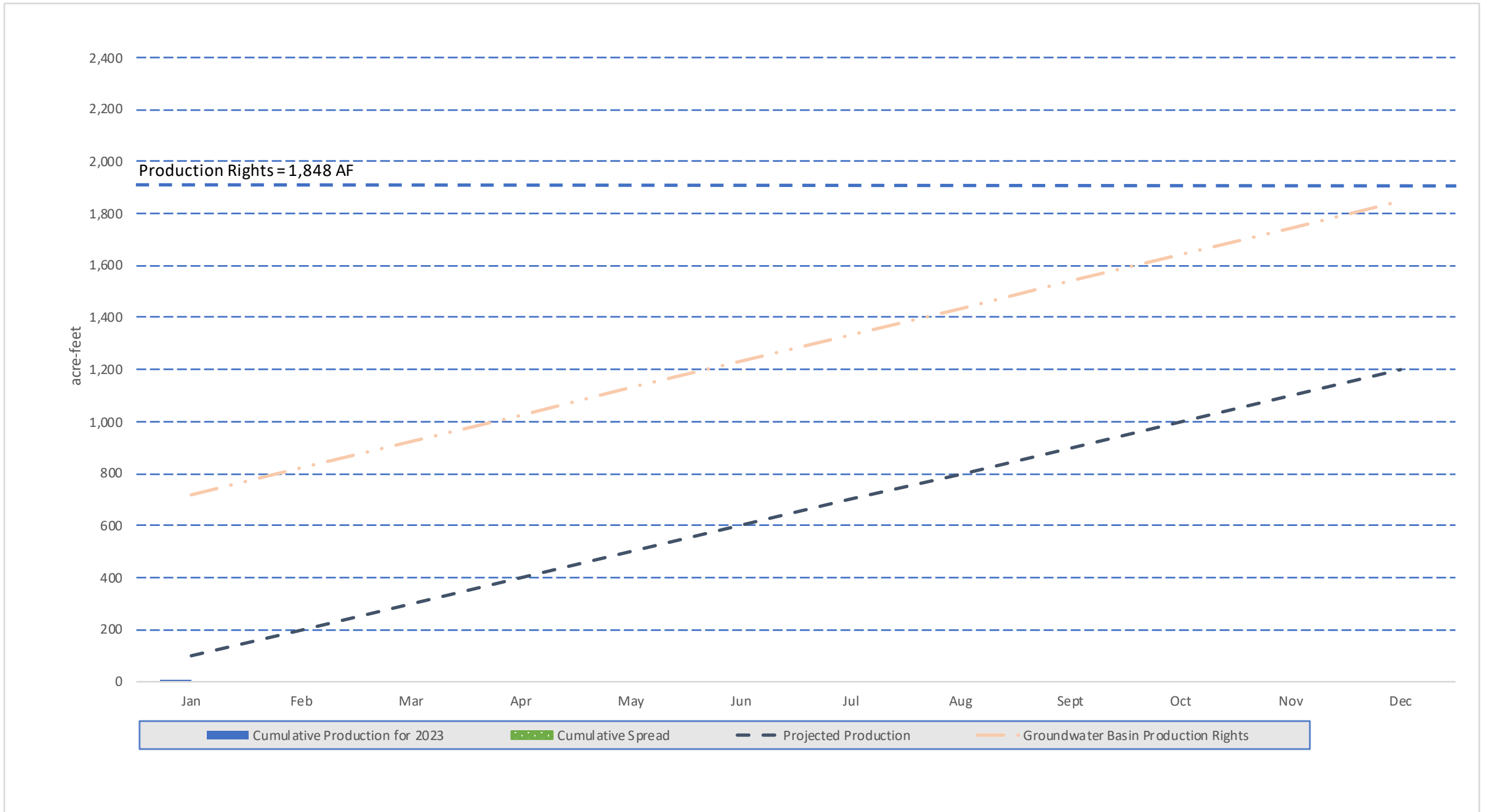
23-24 Chino Basin Cumulative



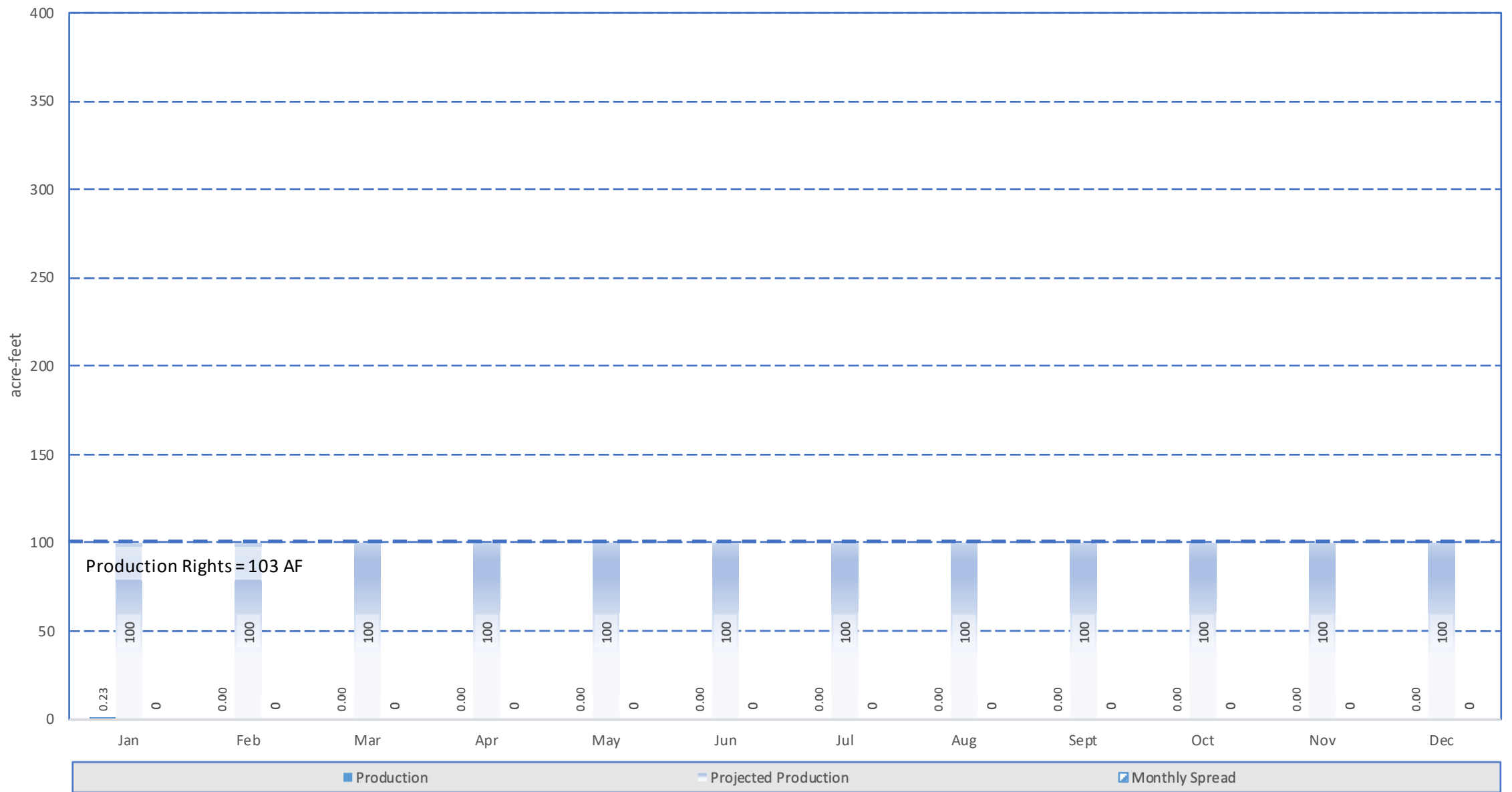
24-25 Chino Basin Cumulative



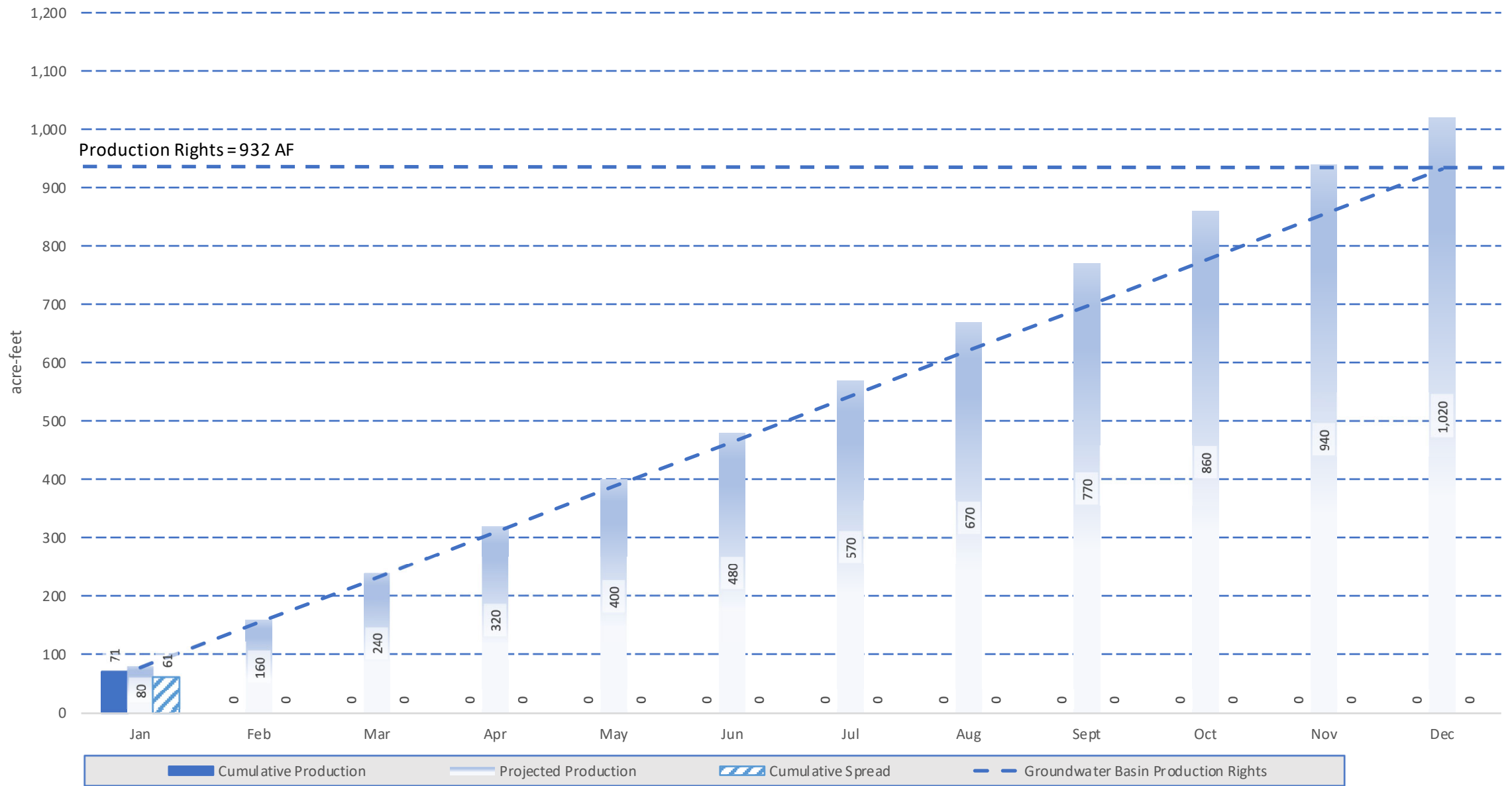
2024 Chino Basin Cumulative



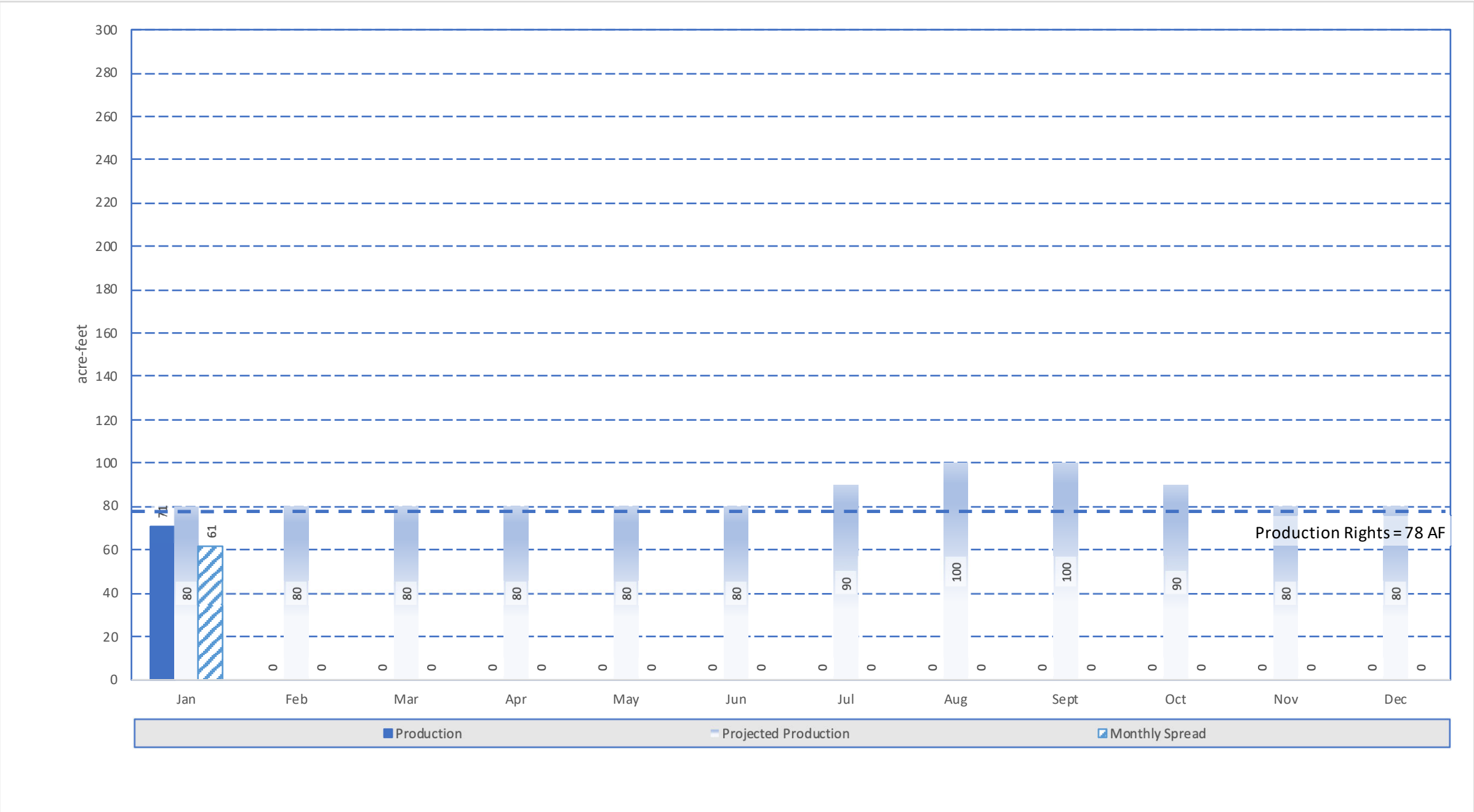
2024 Chino Basin Monthly



2024 Six Basins Cumulative



2024 Six Basins Monthly



A. Water Supply through January 2024

- Annual entitlement for CY2023 is 13,000 AF
 - Cumulative yearly production is 974 AF
 - Cumulative yearly consumption was 674 AF
 - Cumulative yearly spread was 294 AF
 - Cumulative unaccounted water was 6 AF

Six Basins Production for 2024

- Annual production right is 932 AF.
- Cumulative production is 71 AF.
Production is sent to the WFA treatment facility to meet City of Ontario and MVWD entitlement.
- The Company spread a total of 61 AF.

Cucamonga Basin Production for 2024

- Annual production right is 5,669 AF.
- Cumulative production was 164 AF.
- The Company spread a total of 233 AF.

Chino Basin Production for 2024

- Annual production right is 1,232 AF.
- Cumulative production was 0 AF.
- The Company spread a total of 0 AF.

Surface Water (San Antonio Creek) flow for 2024

Total flow was 511 AF.

Tunnel flow for 2024

San Antonio Tunnel flow was 201 AF.
Frankish and Stamm Tunnel flow was 26 AF.

B. Company Stock

Zero (0) shares of water stock moved from active to dormant this transfer period.
Zero (0) shares of water stock moved from dormant to active this transfer period.

C. Communication and Information Activities

"Facebook" - 179 friends liking our old FB page and 71 customers have liked our new FB page. No new communication posted on the new page and no new communication on the old Facebook page. Facebook is not able to merge the two Facebook pages; therefore, we are in discussion of possibly deleting the old page.

D. Administration Matters

Meetings of interest:

- 01/24/24- GM had lunch with former Director Gino Filippi
- 01/30/24 – GM and AGM attended a regional UWMP planning meeting hosted by CVWD
- 02/08/24 – GM attended CBWM monthly AP meeting

E. Groundwater Basin Matters

Chino Basin -

General – GM has been elected to the Advisory Committee as one of two minor producer representatives.

Safe Yield – CBWM has begun discussions on the court mandated 2025 safe yield reset.

Spread Water from SAWCo - Application to spread 2,500 AF per year for years 21/22 through 25/26 was approved by WM Board in July, 22. We started spreading water in January 2023.

Legal Issues-

There are currently multiple appeals in the works:

1. Ontario, Monte Vista and City of Chino have appealed the ruling that AP works under 'majority rule'. A tentative ruling has been issued by the appeals court stating that 'majority rule' has been the historical norm and they aren't willing to change it.
2. Ontario has appealed the ruling that the current Dry Year Yield (DYY) program is operating under a legal contract.

Six Basins –

There was a meeting held on January 24, 2024. Staff recommended moving the officers up for a rotation of leadership. Ben Lewis with Golden State felt with the current legal matters, it would be best to keep the leadership the same. All were in favor in leaving the officers the same except for change in personnel for City of Upland. Following are the elected officers:

Chris Diggs [City of Pomona] – President
Ben Lewis [Golden State] – Vice-President
Norberto Ferreira [City of Upland] - Treasurer
Jennifer Stark [City of Claremont] - Secretary

SAWCo sold 400 AF for \$250,000.00 to Three Valleys Municipal Water District and the transfer was approved at the meeting.

The next meeting will be February 28, 2024.

Cucamonga Basin –

No meeting held this month.

Agenda Item No. 4!

Item Title: Projects and Operations Update

Purpose:

To update the Board and Shareholders on Company capital projects.

Updates:

1507 – Office Relocation

The Board approved a design and construction management contract at its March 2023 regular meeting. Contract has been executed and Architect is currently working on preliminary plans. Initial comments have been received from the City. CEQA will be required, primarily due to traffic concerns. Geotech engineer will also be required to confirm structural integrity of site soils. Consultant is seeking proposals for both CEQA work and Geotech work. Consultant has started discussions with Edison regarding eastern easement onto property.

Original Budget	\$4,000,000
Original Contracts	\$283,550
Authorized Change Orders	NA
Current Contracts	\$283,550

1602 – Holly Drive Reservoir, Phase 3

Proposed construction of a second 120,000-gallon tank at the Holly Drive Tank site. Professional services agreement has been fully executed. Contract has been executed. Coating has been completed. Permit amendment has been submitted to the State. Contractor waiting on final delivery of internal plumbing. Project nearing completion. State inspection occurred last week. Waiting on State Permit. ~~Contractor scheduled to clean and disinfect system on Jan 13th.~~ New tank has been cleaned and disinfected. State permit is taking some time to obtain. Will need to disinfect again, once permit is ready. Expect new tank to be on-line by end of February/early March.

Original Budget	\$985,260
Original Contracts	\$985,260
Authorized Change Orders	NA
Current Contracts	\$985,260

1902 – Cucamonga Crosswalls Mitigation

TKE Engineering is working with staff to close out certain State and Federal Permits. Staff is also looking into long-term maintenance permits that will allow the Company yearly access to the site for clearing and grubbing.

2303 Well 19 Production Well

Project approved at September 2023 Board Meeting. Production Well drilling was completed on Nov 8 and casing/screen installation has ~~begun~~ been completed. Drilling and installation has completed. Flushing and testing is ~~ongoing~~ completed. Full 24-hr flush test ~~scheduled for Tuesday, January 16th~~ is completed. Initial testing indicates near 2,000 gpm of good quality water. Contractor has demobilized from site.

Engineer working to finalize project.

Original Budget.....	\$1,600,880
Original Contracts	\$1,600,880
Authorized Change Orders	\$0
Current Contracts	\$1,600,880

2201 Paloma Hydraulic Break

Predesign meeting was held in June and consultant is working on a predesign report. Survey has been completed and predesign work is ongoing. Engineer is currently reviewing elevations and flow to determine best solution. Predesign meeting held to discuss difficulty in controlling flow at such high static head. Options were discussed and engineer is reviewing.

Original Predesign Budget	\$40,000
Original Design/Const. Budget	\$1,080,000
Original Contracts	\$39,750
Authorized Change Orders	NA
Current Contracts	\$39,750

2203 Well 31 Pipeline

Project budgeted in the 2022 year. Replace approximately 1,400 linear feet of 14” pipeline from Well 31 delivering water to facilities at Golf Club Drive along backside of homes and within Upland Hills Country Club waterline easement. Abandon aged pipeline. The current steel pipeline was installed before 1976 and has exceeded its useful life. Identified by staff as a high maintenance pipeline. Design contract has been awarded and predesign meeting has occurred. Base maps are completed and alignment is being discussed between engineer and staff.

Original Budget.....	\$420,000
Original Contracts	\$0
Authorized Change Orders.....	NA
Current Contracts	NA

2204 GIS Update

At the August Special Meeting, the Board authorized a contract with WSC to update the Company’s GIS maps. Contract has been executed. Consultant working on updates. WSC conducted training and system review with staff in May. Staff is providing field updates into the GIS system for consultant to correct on a quarterly/half year basis.

Original Budget.....	\$11,110
Original Contracts	\$11,110
Authorized Change Orders.....	NA
Current Contracts	\$11,110

Item Title: Development of 1295 W 25th Street

Purpose:

To discuss company shareholding requirements provided in a will server letter to subject address.

Issues:

Developer has requested a discussion with the Board.

Manager's Recommendation:

None.

Background:

In 1882 the Chaffe Brothers began selling agricultural land and issuing one share of San Antonio Company water stock for each acre purchased. Each share being entitled to an equal portion of water delivered from the Company. This arrangement proved very prescient for standard domestic water consumption. Currently a quarter-share is equivalent to 454 gallons per day.

For reference,

- Rancho California Water District in Riverside County budgets approximately 550 gpd per quarter-acre.
- With smaller domestic lot sizes, the City of Upland's 2018 update to their Urban Water Management Plan estimates 220 gallons per capita per day.

Over the years the Company, like much of the water industry in California, had moved to verifying private water use during the development plan review process. In mid 2019 staff discussed with the PROC a plan review process that would revert back to the simple 1 acre = 1 share, eliminating a cumbersome plan review process and keeping the Company out of private property (e.g. approving the use of specific faucets and toilets). The 1 acre = 1 share standard was ratified by the Board at its regular January 2020 meeting.

Property owner for 1295 W. 25th Street submitted the attached Request for Water Service on February 1, 2023. Staff provided the attached will-server letter dated February 10, 2023. The Will-serve letter has expired and a new will-serve letter needs to be issued. Developer currently holds ½ a share of company stock and is questioning the need for an additional ¼ share.

Allowing a reduction in shareholding at the time of development does not guarantee future water efficiency. Hardscape and drought tolerant plant species installed during development may be removed at a later date. Residential occupancy may increase (or decrease) in the future.

Previous Action:

None

Impact on Budget:

None

FEB 01 2023

REQUEST FOR WATER SERVICE from the San Antonio Water Company

RIGHT-TO-SERVICE: No water service shall be supplied by Company to anyone who is not a shareholder. Each shareholder shall be entitled to receive a portion of the entire water available for distribution in proportion to the number of shares held by the shareholder relative to the total shares outstanding.

PROCEDURE: When submitting a request for water service (new, enlarged, or to reestablish one that existed previously), you must provide the following basic information in legible and complete form to the Company office. You may also be required to provide additional information about your water needs when deemed necessary by the Company's engineer. All costs and fees associated with this request for water service are the responsibility of the requesting shareholder.

Please note: an incomplete submittal will not be accepted for consideration.

Project Type: Residential Multi-Residential Commercial

➤ Identify stock share(s), by name, certificate #, and amount under which this request is submitted:

JOHN RICETTA [Adequacy of shareholding will be verified]

➤ Street address of the requested service location: 1295 W. 25TH ST UPLAND CA 91784

➤ Legal Description of the parcel(s) involved : Lot and Tract No: _____

APN: 0200-124-78

➤ Is this a new service? ___ Yes No

➤ Are you enlarging or re-establishing an existing service? Yes ___ No

➤ Briefly describe your proposed project, including building size(s), landscaping and any water features:

Building two houses on property. 2484, 1492
MINIMAL TO 0. FUTURE POOL

➤ Submit the following:

- **Plot/Site Plan** of the parcel(s) (to scale) showing the project with all on-site water features, and identify the following: »» The property owner's name, address and phone number; »» Abutting road right of way and nearest cross street; »» Location of all existing and/or proposed utility services: (i.e. CATV, electrical, gas, sewer/septic tank, telephone, water, and cross connection control device),

➤ Indicate the quantity of each size meter you are requesting: ___ 3/4"; 1"; 1 1/2"; ___ other

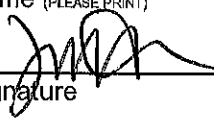
➤ Are you required to install water hydrants? ___ Yes No ➤ If yes, where? _____

NOTES: * Water meters are usually placed 2' from either side-lot-line and in the public right-of-way. For any large water consumption development proposal, the Company may require that you provide or pay for a hydraulic analysis of the affect of the proposed project's water demand upon the Company's distribution system.

*As approved by the Planning, Resources, and Operations Committee in March 2019, all developments on property up to one-half acre must have a minimum of one-half share of San Antonio Water Company water stock. For property greater than one-half acre, an additional quarter share of water stock is needed for each additional quarter-acre of property (or fraction thereof).

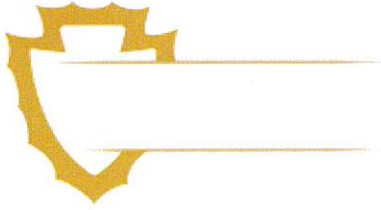
[More on reverse side]

As a shareholder in San Antonio Water Company, I/We hereby submit this request for water service:

<u>JOAN RICOTTA</u>	<u>1295 W. 25th ST</u>	<u>9099124810</u>
Name (PLEASE PRINT)	Mailing Address	Phone
<u></u>	<u>UPLAND CA 91784</u>	<u>2/1/2023</u>
Signature	City, State, Zip	Date

_____	_____	_____
Name (PLEASE PRINT)	Mailing Address	Phone
_____	_____	_____
Signature	City, State, Zip	Date

jrpicotta@jr-pi.com



Announcements Logged in as: John Ricotta Collections (0) Cart (0) Reports (1) Account Management Logout

Need to make a one-time payment? Enter your record/project number in the search box above.

Home Planning Fire Building Enforcement Film Public Works

Create an Application Search Applications

Record SFR-2022-00385:

**Add to cart
Add to collection**

Residential New Construction

Record Status: Accepted

Record Info Payments Conditions 6

Please click this link for Record Status Navigation:
<http://wp.sbcounty.gov/ezop/wp-content/uploads/sites/4/2018/09/Record-Status.pdf>

Please click this link for First Time Users:
<http://wp.sbcounty.gov/ezop/first-time-users/>

Work Location

1295 W 25TH ST
UPLAND CA 91786

Record Details

718896

Applicant:

Individual
Mr. John Ricotta
1295 W. 25th Street
Upland, California, 91784
Home Phone:9099124810
Work Phone:8777385774
Mobile Phone:9099124810
jricotta@jr-pi.com

Licensed Professional:

JOHN C GROW growaia@aol.com
JOHN CHARLES GROW - ARCHITECT
1783 SUNNYBROOK AVENUE
UPLAND,, CA, 91786
Home Phone:19099817990
Mobile Phone:19099962686
Architect C13679

Project Description:

Single Family Residence RICOTTA HOUSE
One Story Single Family Residence To Include: LIVABLE:
1,762 square feet Attached Garage & Workshop: 722 square
feet Covered Porch: 210 square feet TOTAL square feet:
2,694

Owner:

BRIGGS, KAREN STANSBERRY
1295 W 25TH ST
UPLAND CA 91784

+ More Details

Copy Record

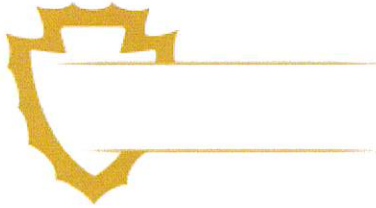
**County of San Bernardino
EZ Online**

Land Use Services
County Government Center
385 N. Arrowhead Avenue

Department of Public Works

**San Bernardino Film Office
County Fire
Fire Marshal**

County Government Center
385 N. Arrowhead Avenue



Announcements Logged in as: John Ricotta Collections (0) Cart (0) Reports (1) Account Management Logout

Search...

Need to make a one-time payment? Enter your record/project number in the search box above.

Home Planning Fire Building Enforcement Film Public Works

Create an Application Search Applications

Record SFR-2022-00445:

**Add to cart
Add to collection**

Residential New Construction

Record Status: Accepted

Record Info ▼

Payments ▼

Conditions 6

Please click this link for Record Status Navigation:

<http://wp.sbcounty.gov/ezop/wp-content/uploads/sites/4/2018/09/Record-Status.pdf>

Please click this link for First Time Users:

<http://wp.sbcounty.gov/ezop/first-time-users/>

Work Location

1295 W 25TH ST
UPLAND CA 91786

Record Details

4732-80

Applicant:

Individual
Mr. John Ricotta
1295 W. 25th Street
Upland, California, 91784
Home Phone:9099124810
Work Phone:8777385774
Mobile Phone:9099124810
jricotta@jr-pi.com

Licensed Professional:

JOHN C GROW growaia@aol.com
JOHN CHARLES GROW - ARCHITECT
1783 SUNNYBROOK AVENUE
UPLAND,, CA, 91786
Home Phone:19099817990
Mobile Phone:19099962686
Architect C13679

Project Description:

1ST ACCESSORY DWELLING UNIT RICOTTA HOUSE
1st Accessory Dwelling Unit To Include: LIVABLE: 1,160
square feet Attached Garage: 292 square feet Covered
Porch: 120 square feet TOTAL square feet: 1,572

Owner:

BRIGGS, KAREN STANSBERRY
1295 W 25TH ST
UPLAND CA 91784

+More Details

Copy Record

County of San Bernardino EZ Online Permitting Support

Land Use Services
County Government Center
385 N. Arrowhead Avenue
San Bernardino, CA 92415

Department of Public Works
825 East Third Street

San Bernardino County Fire Marshal
Film Office
County Government Center
385 N. Arrowhead Avenue
San Bernardino, CA 92415



San Antonio Water Company

Incorporated October 25, 1882
Serving the original Ontario Colony lands

February 10, 2023

Mr. John Ricotta
1295 W. 25th Street
Upland, CA 91784

Re: Willingness to Serve
1295 W. 25th Street
APN 0200-124-78

Dear Mr. Ricotta:

This is to certify that San Antonio Water Company (Company) is a mutual water company, operating under State Health Permit No. 68-31. The Company distributes water to shareholders in proportion to the number of shares owned. Each shareholder is entitled to water delivery in accordance with the Company's Bylaws and Procedures.

Water service for the referenced properties, can be provided subject to the following conditions:

1. **Ownership of $\frac{3}{4}$ -share of Company stock**, minimum, to meet estimated property water demands for the parcel as currently proposed. Please understand that the Company may stop water delivery to the parcel if yearly entitlement is exceeded.
2. Meters shall be located along 25th Street, installed at the property line. Company ownership and maintenance responsibility ends at the meter.
3. Property shall always be maintained to allow Company staff access to meter and any other Company facility.
4. Development of property must be consistent with the information submitted with the request for water service.
5. Development of property must comply with all County Building Permit requirements.
6. Property owner agrees that the Company does not provide or maintain water supply or water pressure for fire protection purposes. The Company does not provide any equipment or other fire protection facility or service. The Company expressly disclaims responsibility for any death or injury to a person or damage to or loss of property resulting from fire.



San Antonio Water Company

Incorporated October 25, 1882
Serving the original Ontario Colony lands

7. Property owner agrees that the Company does not represent or guarantee that water will be available in quantities to meet shareholder's request or entitlement. The Company can only deliver water that it is able to produce from current water rights. Water may or may not be available for purchase from other suppliers in the event of a water shortage. Rationing or other conservation measures may need to be implemented from time to time.

Each of the foregoing shall be required to commence water service to property. The date by which compliance with these conditions must be accomplished is February 10, 2024, otherwise this letter commitment is rescinded and submittal for a new commitment letter will be required.

Sincerely,

Brian Lee
General Manager/CEO

Purpose:

To Consider a Financial Donation to the San Antonio Heights Association Citizen's on Patrol (COPs)

Issue:

San Antonio Heights Association donation from the Company

Manager's Recommendation:

Approve a donation in the amount of \$1,000 to the San Antonio Heights Association.

Background:

In past years the Company has provided a donation of \$1,000 in support of the community.

This donation helps fund the Citizens on Patrol (COPs), a dedicated group of volunteers who help maintain a safe community for residents of the Heights. Some of the functions performed by COPS include patrolling SAH and Mt. Baldy area, check on properties while residents are away and traffic control when requested by the Sheriff's office.

COPs provides service to SAWCO by reporting possible leaks and maintaining an eye on Company property within the Heights.

Staff is recommending that SAWCO provide a donation for the 2024 year.

Impact on the Budget:

\$1,000 from General Administrative Expenses (budgeted)

Previous Actions:

None

Agenda Item No. 8

Title: Quitclaim Request

Purpose:

To authorize the General Manager to issue a quitclaim for a proposed development within the City of Upland.

Issue:

Does the Board wish to issue a quitclaim for the proposed development?

Manager's Recommendation:

Authorize the General Manger to issue a quitclaim prepared and approved by SAWCO legal counsel.

Background:

Staff has received a request to issue a quitclaim for the attached development along Washington Boulevard. The Company has no current facilities within the area. The Company has no foreseeable plans to construct facilities in the area. Staff recommends granting the quitclaim.

Previous Actions:

None.

Impact on the Budget

\$1,500 quitclaim fee deposited into the Company's general funds.



Issuing Policies of Fidelity National Title Insurance Company

Order No.: 989-30108709-A-BAM

Main Office Line: (951) 710-5944

TO:

Crestwood Communities
510 West Citrus Edge
Glendora, CA 91740

Title Officer: Andrew Margo (BS-RIV)
Title Officer Phone: (951) 710-5944
Title Officer Fax: (951) 710-5955
Title Officer Email: theATeam@fnf.com

ATTN: **Patrick Diaz**
YOUR REFERENCE:

PROPERTY ADDRESS: 541 and 557 East C Street, Upland, CA

AMENDED PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Countersigned by:

Authorized Signature



AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: December 5, 2023 at 7:30 a.m., Amended: December 27, 2023, Amendment No. A

ORDER NO.: 989-30108709-A-BAM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

CITY OF UPLAND, a California municipal corporation (as to Parcel C)

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF CERTIFICATE OF COMPLIANCE RECORDED MAY 26, 2020 AS [INSTRUMENT NO. 2020-0173411, OF OFFICIAL RECORDS](#), FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 11 AND 12, OF HARWOOD BROTHERS SUBDIVISION OF ONTARIO COLONY LANDS, LOTS 579 TO 604, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER PLAT RECORDED IN [BOOK 14, PAGE 19](#) OF MAPS, AND PARCEL "C" OF THAT CERTAIN LOT LINE ADJUSTMENT LA-06-03, RECORDED AUGUST 5, 2010 AS [DOCUMENT NO. 2010-0316372, OF OFFICIAL RECORDS](#), BOTH RECORDS OF SAID COUNTY:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2 EYMANN PLACE [TRACT NO. 1965](#), PER PLAT RECORDED IN [BOOK 28, PAGE 51](#) OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTH 89° 58' 21" WEST, 14.44 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2; THENCE NORTH 0° 01' 00" WEST, 2.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 58' 21" WEST, 124.00 FEET; THENCE SOUTH 76° 43' 25" WEST, 11.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89° 58' 21" WEST, 4.40 FEET ALONG THE NORTHERLY LINE OF LOT "A" AS SHOWN ON SAID EYMANN PLACE [TRACT NO. 1965](#) TO THE WESTERLY LINE OF LOT 11 OF SAID HARWOOD BROTHERS SUBDIVISION; THENCE NORTH 0° 01' 00" WEST, 142.76 FEET ALONG THE WESTERLY LINE OF SAID LOTS 11 AND 12 TO A POINT ON THE SOUTHERLY LINE OF THE LAND CONVEYED TO THE CITY OF UPLAND BY DEED RECORDED AUGUST 23, 1954 IN [BOOK 3447, PAGE 74](#), OF OFFICIAL RECORDS, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100 FEET, A RADIAL TO SAID CURVE BEARS NORTH 22° 11' 13" WEST; THENCE NORTHERLY 38.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 17' 27" ALONG SAID SOUTHERLY LINE; THENCE SOUTH 89° 53' 46" EAST, 266.49 FEET, CONTINUING ALONG SAID SOUTHERLY LINE TO A POINT ON THE EASTERLY LINE OF SAID LOT 12; THENCE SOUTH 0° 01' 00" EAST, 53.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 89° 58' 21" WEST, 164.44 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 12 TO THE NORTHEAST CORNER OF THE WESTERLY 140.00 FEET OF SAID LOT 11; THENCE SOUTH 0° 01' 00" EAST, 93.26 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE EASTERLY 150.00 FEET OF THAT PORTION OF LOT 12 OF HARWOOD BROTHERS SUBDIVISION OF ONTARIO COLONY LANDS, LOTS 579 TO 604, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PER PLAT RECORDED IN [BOOK 14, PAGE 19](#) OF MAPS, RECORDS OF SAID COUNTY.

[APN: 1046-433-25-0-000](#)

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

- A. There were no taxes levied for the fiscal year 2023 - 2024 as the property was vested in a public entity.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) in favor of the public over any existing roads lying within said Land.
3. All easements, offers and dedications as shown on the official map

Tract of: Harwood Brothers Subdivision

4. Reservations contained in the Patent

From: The United States of America
Recording No: [Book F, Page 587](#), of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Pipelines
Recording No: [Book 41, Page 363](#), of Deeds
Affects: The exact location and extent of said easement is not disclosed of record.

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [Book 41, Page 363](#), of Deeds

**EXCEPTIONS
(Continued)**

7. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No: [Book 216, Page 224](#), of Deeds

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Pipelines
Recording Date: October 3, 1902
Recording No: [Book 310, Page 45](#), of Deeds
Affects: The exact location and extent of said easement is not disclosed of record.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Irrigation
Recording No: [Book 342, Page 292](#), of Deeds
Affects: The exact location and extent of said easement is not disclosed of record.

10. Matters contained in that certain document

Entitled: Grant Deed and Easement Agreement (Baldwin Park – San Bernardino County)
Recording Date: April 19, 1991
[Recording No:](#) [91-130996, of Official Records](#)

Reference is hereby made to said document for full particulars.

11. Matters contained in that certain document

Entitled: Memorandum of Easement
Recording Date: October 28, 1996
[Recording No:](#) [19960397272, of Official Records](#)

Reference is hereby made to said document for full particulars.

12. Matters contained in that certain document

Entitled: Lot Line Adjustment and Certificate of Community Development Director (Lot Line Adjustment LA-06-03)
Dated: August 2, 2010
Recording Date: August 5, 2010
[Recording No:](#) [2010-0316372, of Official Records](#)

Reference is hereby made to said document for full particulars.

13. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

**EXCEPTIONS
(Continued)**

14. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Town Center Redevelopment Project
Recording Date: July 1, 1999
[Recording No: 19990280157, of Official Records](#)

15. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Upland Redevelopment Project No. 7
Recording Date: July 1, 1999
[Recording No: 19990280158, of Official Records](#)

16. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

17. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
18. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
19. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental Agency: City of Upland, a California municipal corporation

2. Furnish for review a full and complete copy of any unrecorded agreement, contract, license and/or lease together with all supplements, assignments and amendments thereto, prior to the close of this transaction.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

3. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
5. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:
 - A. 2006 ALTA Owner's Policy (06-17-06).
 6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - B. 2006 ALTA Loan Policy (06-17-06).
 8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

INFORMATIONAL NOTES
(Continued)

- C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
 - 10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
 - 12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
 - 13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
 - E. CLTA Standard Coverage Policy 1990 (11-09-18).
 - 7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
 - 8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Andrew Margo (BS-RIV)/717

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
- a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
- Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
- a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

- 1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
- 2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
- 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
- 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
- 5. Failure to pay value for Your Title.
- 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
- 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

Our Maximum Dollar

	<u>Your Deductible Amount</u>	<u>Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b. Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

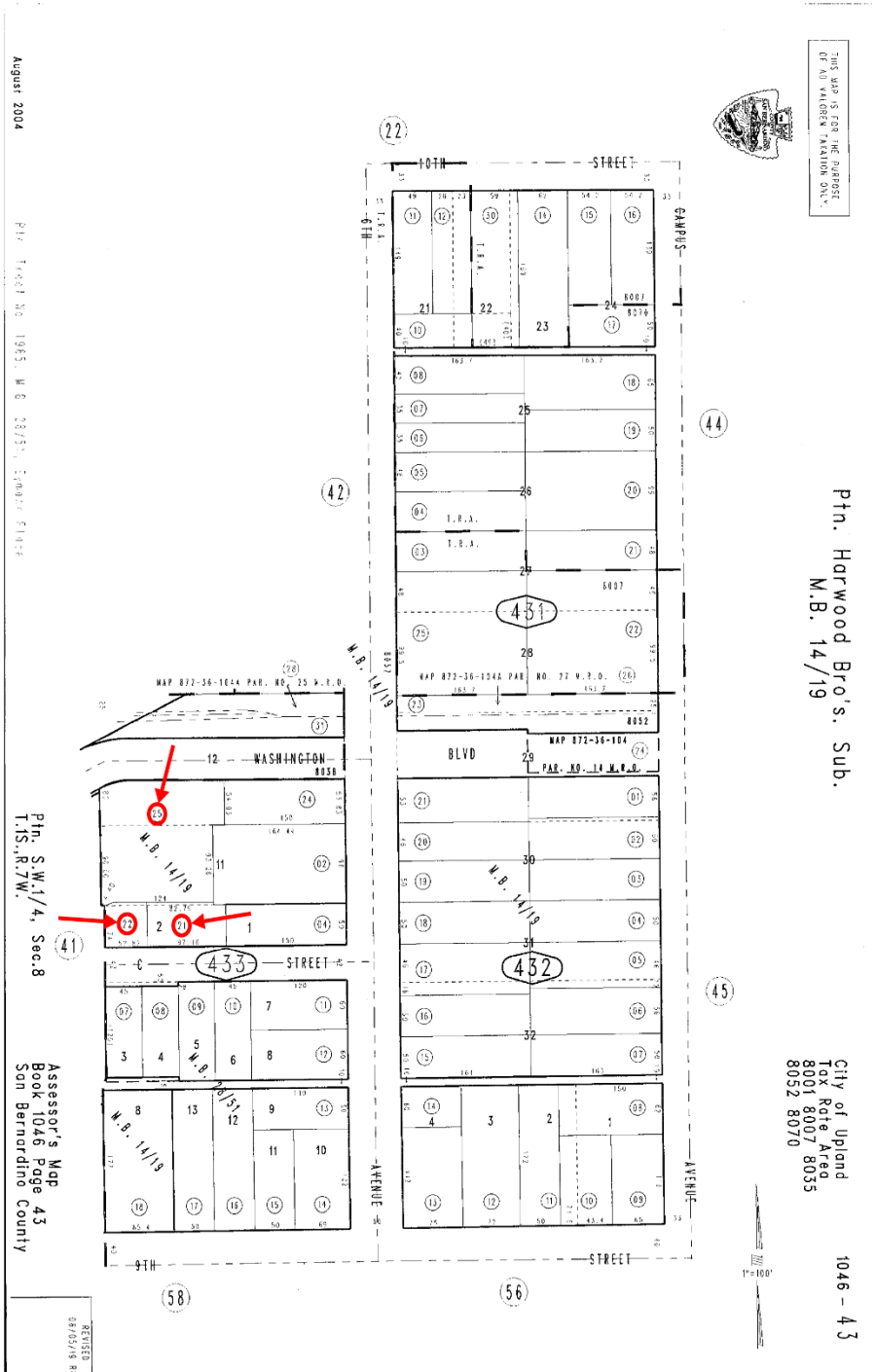
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



THIS MAP IS FOR THE PURPOSE OF A. V. HIGGINS' TRACT, D.M.S.

Plat. Harwood Bro's. Sub.
 M.B. 14/19

City of Upland
 Tax Ref. Area
 8001 8007 8035
 8052 8070

1046 - 43

August 2004

Plat Tract No. 1965, M.B. 28/31, Emma's Estate

Plat. S.W. 1/4, Sec. 8
 T.15.S.R.7.W.

Assessor's Map 43
 Book 1046 Page 43
 San Bernardino County

REGISTERED
 6/20/2019

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

OWNER'S DECLARATION

Escrow No.: 30108709-989-989-BAM
Property Address: 541 and 557 East C Street
Upland, CA

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 541 and 557 East C Street, Upland, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 541 and 557 East C Street, Upland, CA, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____ Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

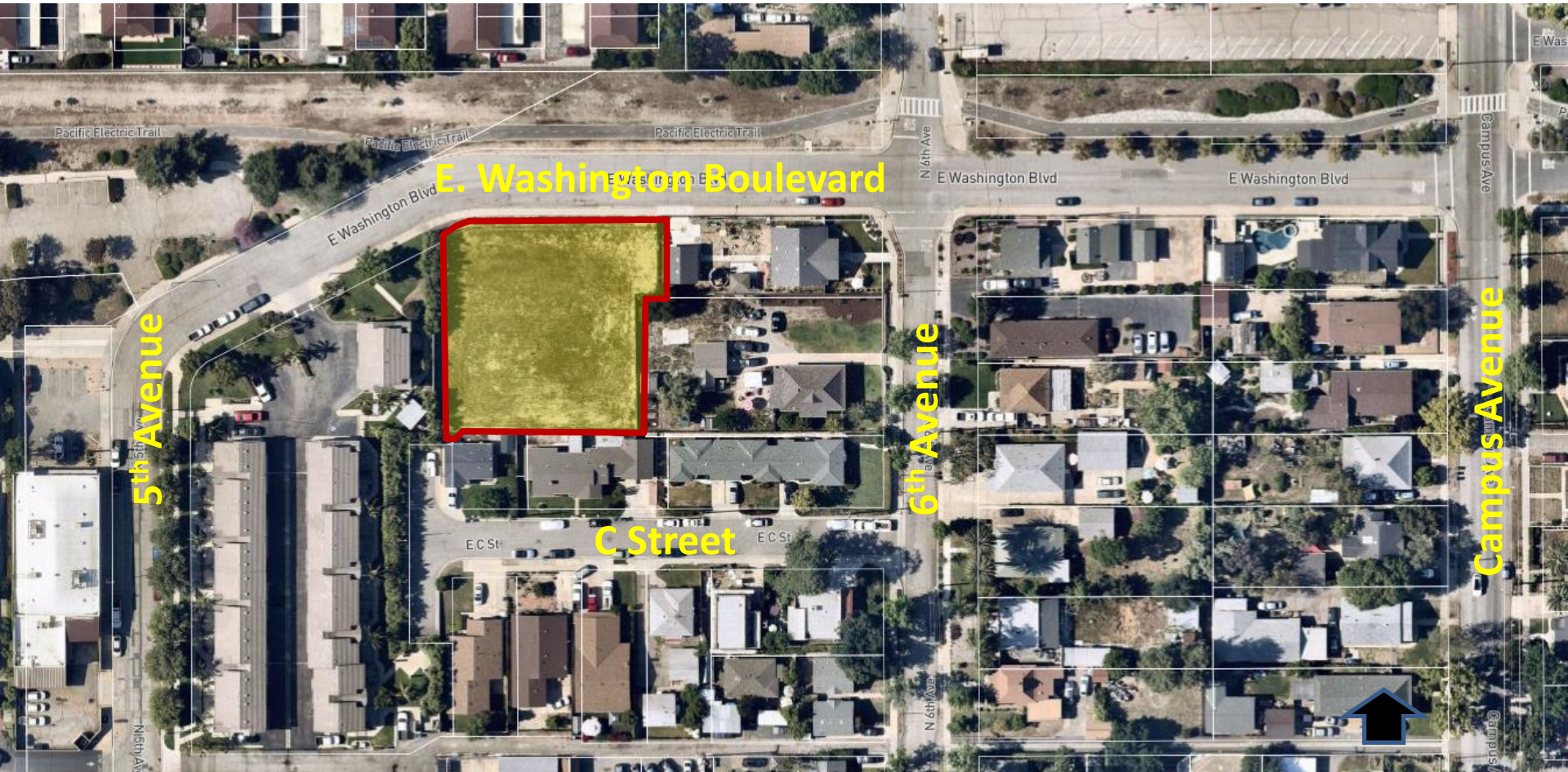
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Fidelity National Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ at _____.

Signature: _____

Aerial Map – Washington Boulevard and 6th Avenue Site



The following notice is pursuant to California Government Code Section 12956.1(b)(1))

Notice

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Restrictive Covenant Modification

Under current state law, including AB1466 effective January 1, 2022, homeowners can request to modify property documents that contain unlawful discriminatory covenants. Government Code Section 12956.2 allows a person who holds an ownership interest of record in property that the person believes is the subject of an unlawfully restrictive covenant to record a Restrictive Covenant Modification document to have the illegal language stricken. Unlawful restrictions include those restrictions based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, national origin, source of income as defined in Government Code Section 12955 subdivision (p), ancestry, or genetic information.

To Record a Restrictive Covenant Modification, you must:

- Complete a Restrictive Covenant Modification Form; this must be signed in front of a notary public.
- Attach a copy of the original document containing the unlawful restrictive language with the unlawful language stricken.
- Submit the completed document to the County Recorder.

This document requires the following:

1. Name(s) of current owner(s)
2. Identification of document page number and language in violation
3. Recording reference of document with unlawful restrictive covenant
4. Copy of referenced document attached complete with unlawful restrictive language stricken out
5. Signature(s) of owner(s)
6. Signature(s) acknowledged
7. Approval by County Counsel provided to County Recorder

Upon receipt, the Recorder's office will submit the document to County Counsel who will determine whether the original document contains any unlawful restrictions, as defined in Government Code Section 12956.2 subdivision (b). Only those determined to be in violation of the law will be recorded and those that are not, will be returned to the submitter unrecorded.

Please note that the County Recorder is not liable for modification not authorized by law. This is the sole responsibility of the holder of ownership interest who caused the modified recordation per Government Code Section 12956.2 subdivision (f).

Pursuant to the requirements of AB1466, and no later than July 1, 2022, the Assessor-County Clerk-Recorder will post an implementation plan outlining our strategy to identify records with discriminatory restrictions.

Recording Executed By
When recorded mail document to

Above Space for Recorder's Use Only

RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date) in book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____

Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a 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 signatures(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 _____

This Indenture made this twenty fifth day of May
A. D. 1885 by and between George Chaffey Jr., William
B. Chaffey, J. C. Slater, J. S. Stinson and R. M. Twiney
individually, and the said George Chaffey Jr., William
B. Chaffey, J. C. Slater, J. S. Stinson and R. M. Twiney
acting as trustees of the Express Trusts set out in a cer-
tain Deed of Trust, dated July 16 1880 and recorded
in book 34 of Deeds at page 216 et seq. in the office
of the Recorder of the County of San Bernardino,
parties of the first part and the San Antonio Water Com-
pany, a corporation organized under the laws of
the State of California, parties of the second part.

Witnesseth that the said parties of the first part
acting in their individual capacity, and as trust-
ees aforesaid in consideration of one dollar in
full money of the United States of America, to them
in hand paid, by the party of the second part
and in pursuance of a certain contract made
and entered into by and between the said George Chaffey
Jr. and William B. Chaffey, parties of the first
part herein and the said corporation, party of the
second part herein, dated the 22 day of November
1882 and recorded in the office of said Recorder
Book of Deeds at Page 216 et seq. by said parties
Grant, bargain, sell, assign, transfer, convey
confirm unto the said party of the second part
and to its successors and assigns forever the
right title and interest of the said party of
first part and its successors and assigns in and to
the certain water right and interest therein
mentioned and described in the said contract
aforesaid.

inches measurement according to the method prescribed in the before mentioned agreement and also all dams, reservoirs, ditches, flumes and pipe lines and other apparatus and appliances now constructed and established for the collection, conservation and distribution of said water and also all rights of way over and other easements on land necessary and appurtenant to said system of water supply. This conveyance being made pursuant to and in full fulfillment of said agreement of date 22 Nov. 1882, is to be interpreted and construed in accordance with the terms, conditions and requirements in said agreement contained, to have and to hold, all and singular the said premises, together with the appurtenances unto the said party of the second part and to its successors and assigns forever.

In witness whereof the said parties of the first part have hereunto set their hands and seals bearing date year first above written.

Signet sealed and delivered }
in the presence of

- Geo. Chaffey J. (C)
- T. B. Chaffey (C)
- John B. Shaw (C)
- J. S. Shaw (C)
- R. W. Henry (C)
- Geo. Chaffey J. (C)
- R. W. Henry (C)
- John B. Shaw (C)
- J. S. Shaw (C)
- T. B. Chaffey (C)

State of California }
County of Inyo }
This 25th day of May 1882
I, J. S. Shaw, County Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

Geo. Chaffey, H. B. Chaffey, John C. Mason, J. C. Manson
and R. M. Widney known to me to be the persons de-
scribed in and whose names are subscribed as Trus-
tees of the Refused Trust, set out in a certain Deed
of Trust, dated July 16th 1883, to the within instru-
ment and acknowledged to me that they as such
Trustees executed the same.



In witness whereof I have hereunto set my
hand and affixed my official Seal, at my
office in the City and County of Los Angeles,
the day and year first above written.

Geo. J. Clarke

Notary Public

State of California
City and County of Los Angeles } ss.

On this 26th day of May, one thousand eight hun-
dred and eighty five, before me Geo. J. Clarke, a
Notary Public, in and for said Los Angeles County
residing therein, duly commissioned and sworn to,
personally appeared R. M. Widney, John C. Mason,
J. C. Manson, Geo. Chaffey Jr. and H. B. Chaffey
known to me to be the persons described in and
whose names are subscribed to the within in-
strument, and acknowledged to me that they executed
the same.



In witness whereof I have hereunto set my
hand and affixed my official Seal, at my office
in the City and County of Los Angeles, the day
and year first above written.

copy of which is hereto annexed; And whereas, it appears to this Board that it is for the best interests of this corporation that said proposed contract and mutual agreement be accepted and entered into, by and on the part of this corporation; therefore, Resolved, that this corporation accept and enter into said proposed contract and mutual agreement with said John L. Campbell, and that the President and Secretary of this Corporation be, and they are hereby authorized and directed to execute the same, in duplicate, for and in the name of this corporation, and affix thereto the corporate seal of this corporation, and to deliver to said John L. Campbell one of said duplicates, in the name and as the act of this corporation, upon receiving from him, for this corporation, the delivery of the other of said duplicates."

And we further certify that said contract and mutual agreement was thereupon signed and executed upon the part of said company in pursuance of said resolution.

Witness our hands with the corporate seal of said Company this 3rd day of October 1902.

(Corporate Seal)

William Burton, President.

A. L. Wright, Secretary.

File "Endorsed" Recorded at Request of J. L. Campbell Oct 3 1902 at 37 min past 11 A. M. in Book 310 of Deeds Page 40 Recd at San Bernardino County J. F. Johnson, Jr., County Recorder By E. R. Russell Deputy Recorder Folios 45 Fee 4.90

A full true and correct copy of the original.

J. F. Johnson, Jr., County Recorder.

By *H. E. Heigley* Deputy Recorder.

I, Elizabeth C. S. McVittie of Detroit Mich in consideration of Four Thousand Three Hundred & forty Dollars, the receipt whereof is hereby acknowledged, grant to George W. Billings, of California, all that real property situate in Ontario Colony, County of San Bernardino, State of California, bounded and described as follows:

That portion of Lots Numbered five hundred and eighty (580) and Five hundred and Eighty one (581) of Ontario, according to plat as shown in Book eleven of Maps, Page six, records of said County, particularly described as follows: Commencing at the intersection of the East line of Third Avenue as laid out through Magnolia; According to plat shown in Book 9 of Maps, Page 15, records of said County, with the South line of said lot 581, thence running east five hundred and eight feet (508) thence running north one hundred and ninety six (196) feet, thence running west five hundred and eight (508) feet to Third Avenue, thence running South one hundred and Ninety six (196) feet to the place of beginning.

Subject to a covenant running with said lands, as to the right of way for water pipes, and the vending of intoxicating liquors,

Witness my hand this 13th day of September 1902.

Bruce Anderson, W. E. Taylor.

Elizabeth C. S. McVittie. (Seal)

STATE OF MICHIGAN, COUNTY OF WYSE: SS:

On this 13th day of September in the year one thousand nine hundred and two (1902) before me, a Notary Public in and for the County of Wyse, State of Michigan, residing therein, duly commissioned and sworn, personally appeared Elizabeth C. S.

McVittie knows to me to be the person whose name is subscribed to the within instrument and she acknowledged to me that she executed the same of her free will.

Witness my hand and official seal at said County:

(Notarial Seal)

Ernest Ketcham.

Notary Public in and for the County of Wayne and State of Michigan.

STATE OF MICHIGAN, COUNTY OF WAYNE: SS:

NOTARIAL ACKNOWLEDGMENT.

I, Wm. H. McGregor, Clerk of said County, and Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal. Do hereby Certify, That Ernest Ketcham whose name is subscribed to the Certificate or proof of acknowledgment of the annexed instrument, and therein written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify That said instrument is executed and acknowledged according to the law of this State. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 13th day of Sept A. D. 1902.

Wm. H. McGregor, Clerk.

(Court Seal)

By Clinton L. Wilcox, Deputy Clerk.

44 "Embraced" Recorded at Request of Commercial Bank Upland Oct 3 1902 at 3 min past 9 A. M. in Book 310 of Deeds Page 45 Record San Bernardino County J. F. Johnson, Jr., County Recorder By E. R. Fussell Deputy Recorder Folios 6 Fee 1.00

A full true and correct copy of the original.

J. F. Johnson, Jr., County Recorder.

By H. E. Haighby, Deputy Recorder.

 This Instrument of Conveyance Made this 30th day of September, 1902, by and between the San Antonio Water Company, a Corporation, doing business in the State of California, as Party of the first part, and W. J. Bodenshmer, of the said County of San Bernardino State of California, the party of the second part, Witnesseth:

That for and in consideration of One Dollar in hand paid, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part hereby grants, sells, and conveys unto the party of the second part, subject to the exceptions and reservations hereinafter expressed, that certain real property situate in the County of San Bernardino, State of California, and more particularly described as follows,

Being the West one-half of the East one-half of Section Thirty-six, in Township One North, Range Eight West, San Bernardino Base and Meridian. The said land containing about one hundred and forty-four acres of land, more or less, and being the same land heretofore conveyed to the grantor herein by one, Frank W. Marvin, by deed of conveyance of record in the office of the County Recorder of said County of San Bernardino, to which said record, reference is hereby made to the full description of the

Know all Men by These Presents, That we *A.P. Harwood* and *Margaret J. Harwood*, his wife.

in consideration of *Six Hundred* Dollars, of *Upland* California, the receipt whereof is hereby acknowledged, grant to *Hugh M. Myers*.

of *Upland* California. All that real property situate in *Ontario Colony*, County of San Bernardino, State of California, bounded and described as follows:

Lot numbered *Two* (2) of *Harwood Bros* subdivision of Lots numbered *five hundred seventy nine* (579) and *surrounding* parts of *Ontario Colony* units as surveyed by *B. B. Mann* and recorded in *Book*...

Subject to the conditions and covenants as to the right of way for water pipes and vending pipes and other squares contained in the deed given to the *Ontario Land and Improvement Company*.

The right of way through the head ditch on said *Book*... all the right of way across said *properties* and *highways*... to *run*... of said *properties* and *parts* of *tract*...

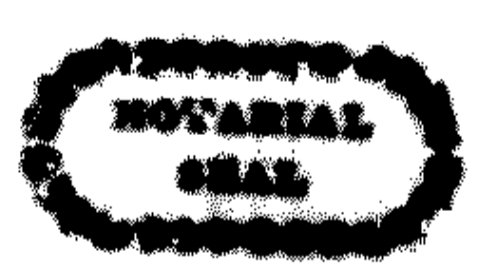
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof.

Witness my hand this *17th* day of *March*, 190*2*.
A.P. Harwood (SEAL)
Margaret J. Harwood (SEAL)

State of California, County of San Bernardino.

On this *17th* day of *March* in the year one thousand nine hundred and *four* before me, *M. J. Palmer*, a Notary Public in and for the County of San Bernardino, State of California, reading therein, duly commissioned and sworn, personally appeared

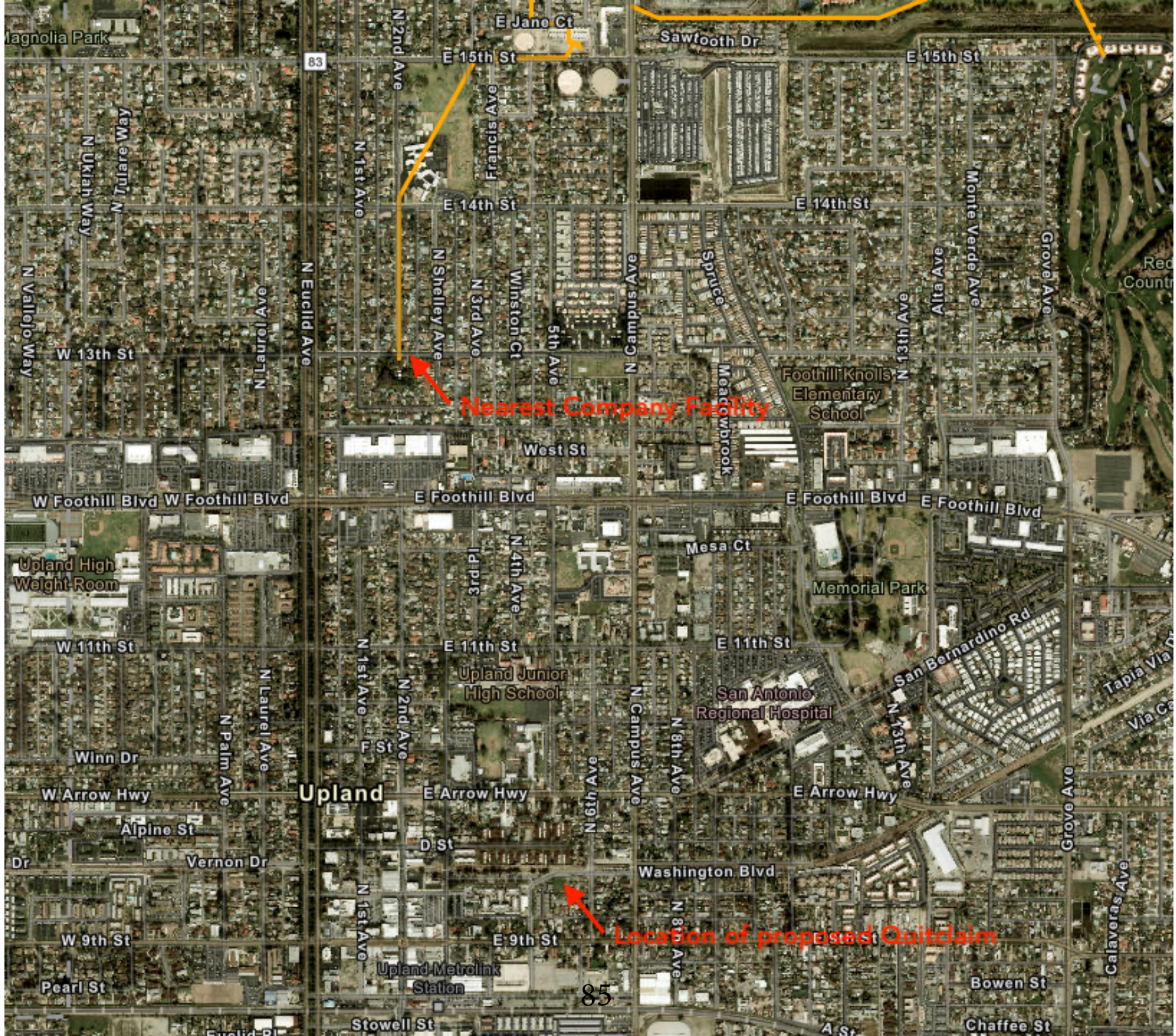
A.P. Harwood and *Margaret J. Harwood* his wife known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.



Witness my hand and official seal at said County *M. J. Palmer* Notary Public in and for the County of San Bernardino, State of California.

No. *12* "Endorsed": Recorded at request of *J. E. Carter* *Jun 29* 190*2* in Book No. *342* of Deeds, Page *272* County Recorder, by *J. P. Johnson, Jr.* Deputy Recorder.

A full, true and correct copy of the original. *J. P. JOHNSON, Jr.* County Recorder. *J. J. Carter* Deputy Recorder.



Nearest Company Facility

Location of proposed Quitclaim

85

Agenda Item No. 9

Title: Request to amend cell lease at Well 26

Purpose:

To authorize the General Manager sign a contract amendment for current Cell Site Lease Agreement with Crown Castle at Well 26.

Issue:

Does the Board wish to extend the cell tower lease with Crown Castle at Well 26?

Manager's Recommendation:

Authorize legal counsel to work with Crown Castle legal counsel to develop a lease extension acceptable to Company legal counsel. Authorize General Manager to sign said lease extension.

Background:

Staff has received the attached request to extend the cell tower lease at Well 26 (map attached).

The original lease was signed in 2005. Original rent was \$1,200 a month. Each term increases the lease 18%. Current rent is \$2,826.54 per month.

The requested extension includes 4 five-year extension options through 2048. No other changes are being requested. A \$5,000 signing bonus is being offered if we accept the proposed extension.

Staff has discussed the offer with Legal Counsel and see no reason not to extend the lease. The site is fully developed and Crown Castle has been good tenants.

Previous Actions:

None.

Impact on the Budget

\$5,000 signing bonus to general fund.

Recording requested by
and when recorded
return to:

Global Signal Inc.
301 North Cattleman Road
Suite 300
Sarasota, FL 34232
Attn: General Counsel

AGREEMENT REGARDING GROUND LEASE

THIS AGREEMENT REGARDING GROUND LEASE (this "Agreement") is made as of 9/5, 2005, between the party identified as "Landlord" on the signature page hereof ("Landlord") and SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company (f/k/a Cox PCS Assets, L.L.C.) ("Tenant").

RECITALS:

A. Landlord and Tenant are now parties to that certain Site Agreement dated September 16, 2003, a copy of which is annexed hereto as Exhibit A (the "Lease"), covering certain real property more particularly described on Exhibit A attached hereto (the "Property");

B. Pursuant to an agreement dated February 14, 2005 by and among Tenant, certain subsidiaries of Tenant and Global Signal, Inc., the Lease and the property related thereto (the "Premises") will be assigned to an affiliate of Tenant ("Tenant Affiliate"); and, after such assignment, the references to Tenant herein shall apply to Tenant Affiliate;

C. Pursuant to a sublease (the "Sublease"), Tenant Affiliate will sublease its entire interest in the Lease to an affiliate of Global Signal ("Subtenant") in exchange for certain prepaid consideration and Subtenant will then leaseback to Tenant (and/or one or more of its affiliates) the portion of the leased premises on which Tenant's telecommunications equipment is currently located in exchange for certain ongoing payments (collectively, the "Lease and Lease Back Transactions");

D. Certain lenders (each, together with their successors and assigns, a "Lender") may make a loan to Subtenant or certain of its affiliates secured by a mortgage or other security instrument encumbering Subtenant's interest in the Sublease; and

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Consent. To the extent any such consent is required by the Lease, Landlord hereby consents (a) to the assignment of the Lease from the original tenant under the Lease (an affiliate of Tenant) to Tenant, (b) to the acquisition by Tenant Affiliate (or any affiliate thereof), directly or indirectly, of Tenant's interest in the Lease, (c) to the Sublease (and the recording of a memorandum of the Sublease) and (d) to the Lease and Lease Back Transaction.

2. Estoppel Certificate. Landlord certifies that (and Lender may rely on such representations) the following statements are true as of the date hereof:

(a) Tenant is the current tenant under the Lease (a full copy of which, including all amendments thereto, is annexed as Exhibit A), and the Lease is in full force and effect and contains the entire agreement between Landlord and Tenant with respect to the Property. Landlord is either the owner of the fee simple interest in the Property or the holder of a valid leasehold interest in the property and the person or entity signing on behalf of Landlord is authorized to do so and no other person or entity's signature is required to bind Landlord.

(b) No default exists under the Lease on the part of Tenant, and, to Landlord's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.

(c) No payments to Landlord are required under the Lease for the Lease and Lease Back Transactions or otherwise in connection with the above consents.

3. Agreement with Respect to the Lease and Sublease. Landlord hereby agrees with respect to the Lease as follows:

(a) Lender and Subtenant shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and shall have the right to assign the Sublease without Landlord's further consent.

(b) Landlord shall deliver to any Lender and Subtenant (in each case at such address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Tenant under the Lease. No default notice from Landlord to Tenant shall be deemed effective as against any Lender or Subtenant unless received by such Lender or Subtenant.

(c) If Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by any Lender or Subtenant within thirty (30) days after delivery of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as a Lender or Subtenant is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Lender or Subtenant a reasonable time to obtain possession of the Property and to cure such default.

(d) Landlord acknowledges none of Tenant or Tenant Affiliate may terminate, surrender or cancel the Lease except as provided in the Lease and may not amend the Lease in a manner that materially increases the liability or obligations of Tenant or Tenant Affiliate or decreases the rights of Tenant or Tenant Affiliate without the prior written consent of Lender.

(e) If the Lease is terminated by Landlord for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with either Lender or Subtenant on the same terms as the

Lease, provided that all past due amounts under the Lease are paid to Landlord within 30 days of notice to Lender and Subtenant of such termination.

4. Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

5. Notices. All notices sent to any Lender or Subtenant shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address: c/o Global Signal Inc., 301 North Cattleman Road, Suite 300, Sarasota, FL 34232, Attn: General Counsel; or to such other address as Lender or Subtenant shall have notified Landlord in writing.

6. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

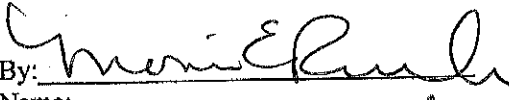
(b) This Agreement shall be binding upon Landlord and its successors and shall benefit each of Lender and Subtenant and their respective successors and assigns.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord, any Lender and Subtenant. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

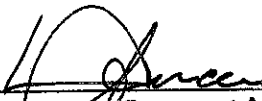
TENANT

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) and pursuant to proper authority has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SPRINT PCS ASSETS, L.L.C., a Delaware limited liability company (f/k/a Cox PCS Assets, L.L.C.)</p> <p>By: </p> <p>Name: <u>Monica E. Rademacher</u></p> <p>Title: <u>Assistant Secretary</u></p>
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LANDLORD

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

	<p>SAN ANTONIO WATER COMPANY, a California corporation</p> <p>By:  Name: <u>CHARLES MORRIS</u> Title: <u>ACTING GENERAL MANAGER</u></p>
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Benson Water Plant (SB54XC478)
(6731-CA)

EXHIBIT A

Lease and Legal Description

(see attached)

Benson Water Plant (SB54XC478)
(6731-CA)

SITE AGREEMENT

Site Name: Benson Water Plant

Sprint PCS Site I.D. No.: SB-54-XC-478(D)

1. **Premises and Use.** Owner leases to Sprint PCS Assets, L.L.C., a Delaware limited liability company ("Sprint PCS"), the site described below [Check all appropriate boxes]:

Land consisting of approximately 600 square feet upon which Sprint PCS will construct its base station equipment and antenna support structure in the area delineated on the Site Plans attached hereto as Exhibit A;

as well as space required for cable runs to connect its equipment and antennas in the location(s) shown on Exhibit A, attached hereto, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities, in the discretion of Sprint PCS (the "Site"). The Site will be used by Sprint PCS for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a communications service facility, including, without limitation, antenna and base station equipment, cable, wiring, back-up power sources (including generators and propane fuel storage tanks), related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Sprint PCS will use the Site in a manner which will not disturb the occupancy of Owner's facilities or Owner's other tenants, if any. Sprint PCS will have unrestricted access to the Site 24 hours per day, 7 days per week.

1A. **Owner's Water Well Facilities and Purpose.** Sprint PCS acknowledges that Owner's parcel of property contains a water well and related facilities, the primary purpose of which is to provide for groundwater production and delivery of water from and through the parcel of property to various off-site locations. Lessee further acknowledges that Owner may find it necessary to interrupt Sprint PCS' use of the Site for maintenance of the water well and/or related facilities on the Owner's parcel of property; provided, however, that Owner will make all reasonable efforts to avoid any interruption of Sprint PCS's use of the Site.

With respect to routine, non-emergency maintenance needs, Owner shall provide Sprint PCS with no less than thirty (30) days prior written notice of the need to interrupt Sprint PCS' use of the Site and Owner will make all reasonable efforts to minimize the length of the interruption of such use. Sprint PCS agrees to reasonably cooperate with Owner to accommodate Owner's maintenance needs, including the removal or relocation of all or any portion of the Facilities necessary to provide adequate space for Owner to conduct the maintenance of the well facilities utilizing the necessary equipment and work activity required; provided, however, that in the event

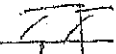
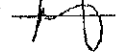
removal or relocation of the Facilities or any portion thereof is required to accommodate Owner's needs, Owner shall provide temporary space reasonably acceptable to Sprint PCS to locate a temporary Site to continue its operations from the Owner's property without interruption.

In the event of any emergency, Owner shall provide Sprint PCS such notice as is reasonable under the circumstances of Owner's need to access and perform work on Owner's Facilities, and, if necessary, Sprint PCS agrees to accommodate the working space requirements of Owner in the manner described above.

2. **Term.** The term of this Agreement (the "Initial Term") is 5 years, commencing on the date that both Owner and Sprint PCS have executed this Agreement ("Lease Commencement Date"); provided, however, that in the event that Sprint PCS is unable to obtain necessary zoning approval for the Site this Agreement shall automatically terminate without further liability on the part of either party. This Agreement will be automatically renewed for 4 additional terms of 5 years each (each a "Renewal Term"), unless Sprint PCS provides Owner with notice of its intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Beginning on the Lease Commencement Date, until the earlier of the date Sprint PCS commences installation of the Facilities at the Site or 180 days after the Lease Commencement Date, whichever shall first occur ("Rent Commencement Date"), rent will be a one-time aggregate payment of \$300, the receipt of which Owner acknowledges. Thereafter, rent will be paid in advance in equal monthly installments of \$1,200.00 (until increased as set forth herein), partial months to be prorated. Rent for each Renewal Term will be increased on the anniversary of the Lease Commencement Date to an amount equal to 118% of the rental rate in effect for the prior Term. Notwithstanding anything contained in this Section, Sprint PCS' obligation to pay rent is contingent upon Sprint PCS' receipt of a W-9 form setting forth the tax identification number of Owner or of the person or entity to whom rent checks are to be made payable as directed in writing by Owner.

4. **Title and Quiet Possession.** Owner represents and warrants to Sprint PCS and further agrees that: (a) it is the owner of the Site; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Sprint PCS is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Sprint PCS is not in default beyond the expiration of any cure period; and

Owner Initials: 
Sprint PCS Initials: 

SITE AGREEMENT

Site Name: Benson Water Plant

Sprint PCS Site I.D. No.: SB-54-XC-478(D)

(c) Owner will not have unsupervised access to the Site or to the Facilities; provided, however, that nothing contained herein is intended to prevent or restrict Owner's access to Owner's Well Site for any purpose or at any time.

5. **Assignment/Subletting.** Sprint PCS will have the right to sublease the Site or assign its rights under this Agreement without consent of Owner; provided, however, that Sprint PCS shall provide Owner with notice of any such sublease or assignment within 60 days thereafter and further provided that the assignee or sublessee must assume, in writing, all of Sprint PCS's obligations under this Agreement. Notwithstanding any assignment or sublease by Sprint PCS, Sprint PCS shall at all times remain liable for its obligations under this Agreement.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to Sprint PCS must reference the Site Name and I.D. set forth above and are to be sent to: National Lease Management Group, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, Kansas 66251-2650, with a copy to: Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020, Attn.: Sprint PCS Real Estate Attorney. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. **Improvements.** Sprint PCS may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities, subject to the latter provisions of this Section. Sprint PCS will provide Owner with its plans and specifications prior to commencing construction on any such improvements for Owner's approval, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, that Owner hereby approves the plans to the extent shown on Exhibit A attached hereto. Once such improvements are installed, Sprint PCS will not make any material alterations to the Site without obtaining the prior written approval of Owner, which approval shall not be unreasonably withheld, delayed or conditioned, provided, however, Sprint PCS may, replace, substitute, upgrade and expand its equipment, cables and antennas which comprise the Facilities for the purpose of repairing or upgrading the communications capabilities of the Facilities, with notice to Owner, but without the requirement of prior approval, so long as the equipment, cables and/or antennas remain within the original physical parameters of the Site. If Owner does not respond in writing to Sprint PCS within ten (10) business days following any request for approval from Sprint PCS, such request will be deemed to have been approved by Owner. Owner agrees to cooperate with Sprint PCS with respect to

obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Sprint PCS shall within 180 days remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss.

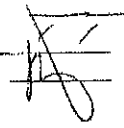
8. **Compliance with Laws.** Prior to the Lease Commencement Date, Owner represents and warrants to Sprint PCS that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Sprint PCS represents and warrants to Owner that it will likewise comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** Sprint PCS' facilities shall not cause interference with the operation of Owner's water plant facility located at the Property or the operation of any of Owner's equipment, including, but not limited to, Owner's radio equipment and Sprint PCS shall correct any such interference immediately upon notice from Owner. Sprint PCS will resolve technical interference problems with other equipment located at the Site on the Lease Commencement Date or any equipment that becomes attached to the Site at any future date when Sprint PCS desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any equipment after the Lease Commencement Date that: (a) results in technical interference problems with the operation of the Facilities, including but not limited to interference with the transmission and reception of signals; or (b) encroaches onto the Site.

10. **Utilities.** Sprint PCS will pay for all utilities used by it at the Site. Owner will cooperate with Sprint PCS in Sprint PCS' efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Site, Sprint PCS may, at its expense, install and maintain a temporary generator and fuel storage tank (subject to the provisions of Section 14 below) at the Site or the property adjacent to the Site at the location depicted in Exhibit A, provided however that such temporary generator and fuel storage tank will be removed once full electrical service is restored.

11. **Termination.** Notwithstanding any provision contained in this Agreement, Sprint PCS may, in Sprint PCS' sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering thirty (30) days prior written notice to Owner. In the event that Sprint PCS

Owner Initials: _____
Sprint PCS Initials: _____



SITE AGREEMENT

Sprint PCS Site I.D. No.: SB-54-XC-478(D)

Site Name: Benson Water Plant

terminates the Agreement within 15 months of the Lease Commencement Date, Sprint PCS shall pay to Owner a termination fee equal to the then current monthly rent multiplied by the number of months remaining between the date of termination and the 15 months herein described.

12. Default. If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Subject to Section 17 hereof, Owner and Sprint PCS each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

14. Hazardous Substances. Owner represents and warrants to Sprint PCS that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Sprint PCS will not introduce or use any Substance on the Site in violation of any applicable law. Owner will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Sprint PCS.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date or anytime thereafter. Promptly after this Agreement is fully executed or anytime thereafter that a mortgage or deed of trust is recorded against the Site, however, Owner will exercise reasonable efforts to obtain a non-disturbance agreement in a form reasonably acceptable to Sprint PCS from the holder of any mortgage or deed of trust affecting Owner's property upon which the Site is located.

16. Property Taxes. Sprint PCS will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Facilities on the Site. Sprint PCS will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by Sprint PCS within 60 days after receipt of satisfactory documentation indicating calculation of Sprint PCS' share of the real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. Sprint PCS will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days after Sprint PCS' receipt of a written request. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

18. Maintenance. Sprint PCS will be responsible for repairing and maintaining the Facilities and any other improvements installed by Sprint PCS at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Owner, its agents, contractors or employees, Owner will promptly reimburse Sprint PCS for the reasonable costs incurred by Sprint PCS to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

19. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Owner agrees to promptly execute and deliver to Sprint PCS a recordable Memorandum of Agreement in the form of Exhibit B, attached hereto; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to

Owner Initials: _____
Sprint PCS Initials: _____

SITE AGREEMENT

Sprint PCS Site I.D. No.: SB-54-XC-478(D)

Site Name: Benson Water Plant

persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

Attach Exhibit A - Site Description

Attach Exhibit B - Memorandum of Agreement Form

20. Non-Binding Until Fully Executed. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A and B.

OWNER:

San Antonio Water Company, a California corporation

By: Tom Thomas
Print Name: Tom Thomas
Its: Chairman of the Board/President
Vice President
(CIRCLE ONE)

By: Kenneth W. Willis
Print Name: Kenneth W. Willis
Its: Secretary/Assistant Secretary/
Chief Financial Officer/Assistant Treasurer
(CIRCLE ONE)

Taxpayer ID: 95-1183990

Address: 139 North Euclid Avenue
Upland, CA 91786
Date: 16 September 2003

SPRINT PCS:
Sprint PCS Assets, L.L.C., a Delaware limited liability company

By: Lawrence Doherty
Name: Lawrence Doherty
Title: Regional Director of Site Development
Date: 9.17.03

Owner Initials: [Signature]
Sprint PCS Initials: [Signature]

EXHIBIT A
to
SITE AGREEMENT

Site Description

Site Name: Benson Water Plant

Site I.D. No.: SB-54-
XC-478(D)

Site located at 1759 W. 17th Street, situated in the City of Upland, County of San Bernardino, State of California commonly described as follows:

Insert Legal Description:

BEING A PORTION OF PARCEL 4, PER DEED RECORDED IN BOOK 6742, PAGE 508 OF O.R., IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINA, STATE OF CALIFORNIA.

BEGINNING AT POINT "A" AS DESCRIBED ABOVE; THENCE N00°06'11"W 15.00 FEET; THENCE N89°53'48"E 17.50 FEET TO A POINT HEREINAFTER CALLED A POINT "B"; THENCE CONTINUING N89°53'48"E, 2.50 FEET; THENCE S00°06'01"E 30.00 FEET; THENCE S89°53'48"W 20.00 FEET; THENCE N00°06'01"E 15.00 FEET TO THE POINT OF BEGINNING.

Insert Site Plan:

CONTAINING 600 SQUARE FEET, MORE OR LESS.

Owner Initials: TT

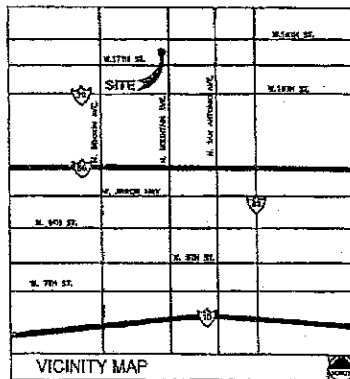
Sprint PCS Initials: [Signature]

Note: Owner and Sprint PCS may, at Sprint PCS' option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.



Sprint PCSSM

BENSON WATER PLANT SB54XC478D 1813 W. 17TH ST. UPLAND, CA 91784 SAN BERNARDINO COUNTY



VICINITY MAP

FROM ABOVE OFFICE, TURN RIGHT ON W. 17TH ST. TO W. 18TH ST. TURN LEFT ON W. 18TH ST. TO W. 17TH ST. TURN RIGHT ON W. 17TH ST. TO W. 18TH ST. AND GO WEST TO BENSON WATER PLANT TO 17TH ST. GO EAST TO SITE.

DRIVING DIRECTIONS

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF HARDWARE AND SOFTWARE EQUIPMENT OWNED BY SPRINT. SPRINT'S PERSONAL COMMUNICATION SERVICES (PCS) INCLUDES TELECOMMUNICATIONS NETWORK, INSTALLATION OF A EQUIPMENT CABINET AND 22 ANTENNAS, 22 SENDING TOWERS, 4 JUNCTION BOXES, MOUNTED ON A NEW MONOPYLE IN PROGRESS.

PROJECT DESCRIPTION

APPLICANT/LESSEE
SPRINT PCS
1820 VAN KATMAN, SUITE 100
IRVINE, CA 92614
REGISTRATION LICENSED TROY BOWEN/TCR
PHONE: (714) 476-2882

SITE ADDRESS: 1813 WEST 17TH ST
UPLAND, CA 91784
CITY: UPLAND
COUNTY: SAN BERNARDINO
ZIP: 91784

OWNER: STANHOPE
3100 GARDEN ST
IRVINE, CA 92614
CITY: IRVINE
COUNTY: ORANGE
PHONE: (949) 251-1000

PROPERTY INFORMATION
OWNER: SAN BERNARDINO COUNTY
ADDRESS: 179 EDDLE AVE.
UPLAND, CA 91784
CONTACT: (949) 942-4107

AREA OF CONSTRUCTION: 600 SQ. FEET
OCCUPANCY TYPE: N/A
CONSTRUCTION TYPE: N/A
CURRENT ZONING: R1
PLANNING APPLICATION #: -
APPLIC: 1995-073-07
APPROVAL REQUIREMENTS: FACILITY IS SHOWN AND NOT FOR ISSUED INFORMATION. UNAPPROVED ACCESS NOT REQUIRED.

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED WITHIN THE EXISTING FOOTPRINT OF THE FOLLOWING INDEX AS APPROVED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTWITHSTANDING THIS SHALL BE TO BE CONSIDERED TO PERFORM WORK NOT COMPASSING TO THESE CODES.

1. CALIFORNIA ADMINISTRATIVE CODE (PAC) TITLES 24 & 25
2. CALIFORNIA BUILDING CODE 1997
3. UPLAND ZONING ORDINANCE 1997
4. UPLAND FIRE DEPARTMENT 1997
5. UPLAND ELECTRICAL CODE 1995
6. ANSI / ISA-232-7 1974 SAFETY CODE MPA-105-1974
7. CITY / COUNTY ORDINANCES AND BUILDING CODES

CODE COMPLIANCE

ARCHITECTURAL:
DELTA GROUPS ENGINEERING
8 THOMAS BLVD SUITE 1000
IRVINE, CA 92614
CONTACT: (949) 852-2333
PHONE: (949) 852-2333
FAX: (949) 852-2333

STRUCTURAL:
DELTA GROUPS ENGINEERING
8 THOMAS BLVD SUITE 1000
IRVINE, CA 92614
CONTACT: ALBERT ESME
(949) 852-2333
PHONE: (949) 852-2333
FAX: (949) 852-2333

ELECTRICAL:
DELTA GROUPS ENGINEERING
8 THOMAS BLVD SUITE 1000
IRVINE, CA 92614
CONTACT: ALBERT ESME
(949) 852-2333
PHONE: (949) 852-2333
FAX: (949) 852-2333

PROJECT TEAM

NAME	DATE	SIGNATURE
ARCHITECT/ENGINEER		
SE		
BY ENGINEER		
PER/CONSTRUCTION MANAGER		
PLANNING MGR.		
SITE ACQ. MGR.		
LANDING		

APPROVAL SIGN-OFFS

NO.	DESCRIPTION	REV.
T1	TITLE SHEET	3
T2	GENERAL NOTES, VEHICLES LIST, LEGEND AND ABREVIATIONS	1
LS1	TOPOGRAPHIC SURVEY	0
A1	GENERAL SITE PLAN & CONSTRUCTION NOTES	3
A2	PROJECT AREA PLAN, ANTENNA LOCUS & EQUIPMENT LAYOUT	3
A3	GROUND & EXIST ELEVATIONS	3
A4	GROUND & EXIST ELEVATIONS	3
A5	DETAILS	1
S1	GENERAL STRUCTURAL NOTES, FOUNDATION PLAN & DETAILS	1
S2	DETAILS	1
E1	UTILITY EXISTING PLAN, 1-LINE DIAGRAM & NOTES	1
E2	GROUNDING LAYOUT, GROUNDING WIRE, GROUNDING SCHEDULE DETAILS	1
E3	GROUNDING JUMP-UP LAYOUT & DETAILS	1
L1	LANDSCAPE PLAN & IRRIGATION PLAN	1
L2	LANDSCAPE DETAILS	1

SHEET INDEX

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLUMB AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GENERAL CONTRACTOR NOTES

1820 VAN KATMAN, SUITE 100
IRVINE, CA 92614

PROJECT INFORMATION:

**BENSON WATER PLANT
SB54XC478D
WELL #26**
1813 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REV.	DATE	DESCRIPTION	BY
Δ	07/15/03	ISSUED FOR PERMIT	EM
Δ	06/17/03	ISSUED FOR ZONING	TH
Δ	04/23/03	ISSUED FOR SD	CC

PLANS PREPARED BY:

**DELTA GROUPS
ENGINEERING, INC.**
CONSULTING ENGINEERS

8 FIRST FLOOR, SUITE 1400
IRVINE, CA 92614
TEL: (949) 852-2333 FAX: (949) 852-2333

CONSULTANT:

DRAWN BY: EM, TH, CC

CHECKED BY: CC

APPROVED BY:

DATE:

TITLE SHEET

SHEET NUMBER: T1 **REVISION:** 3

10/25/00

Title Report

PREPARED BY: JAYE ENGINEERING AND SURVEYING
PROJECT NO.: 0430-03
DATE: JANUARY 28, 2003

Legal Description

A PORTION OF LOT 20, BLOCK 100, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PLOTTED IN BOOK 26 OF MAPS, PAGE 10, RECORDS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA. ALSO DESCRIBED AS 3.26 ACRES MORE OR LESS AS SHOWN ON THE MAPS IN THE CITY OF UPLAND, CALIFORNIA, AS PLOTTED IN BOOK 26 OF MAPS, PAGE 10, RECORDS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA. ALSO DESCRIBED AS 3.26 ACRES MORE OR LESS AS SHOWN ON THE MAPS IN THE CITY OF UPLAND, CALIFORNIA, AS PLOTTED IN BOOK 26 OF MAPS, PAGE 10, RECORDS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA.

Assessor's Parcel No.

452-01-00

Easements

- 1. AN EASEMENT FOR UTILITY AND ACCESS, SURVEYED RECORDS 000012, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- 2. AN EASEMENT FOR UTILITY AND ACCESS, SURVEYED RECORDS 000012, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Geographic Coordinates of Proposed Monopole

NAD 83: 1000.00 FT OF TRUE MERIDIAN OF AT POINT
NAD 83: 1000.00 FT OF TRUE MERIDIAN OF AT POINT

THE ACCURACY OF THIS SURVEY IS BASED ON THE LIMITS ESTABLISHED BY THE FLS 200 STANDARDS FOR MONUMENTARY SURVEYING AND MAPPING, WHICH IS TESTED AND APPROVED FOR REVISION 01-01-01.

Access Easement / Easement Area

ACCESS EASEMENT:
BEING A STRIP OF LAND 10 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING THE CENTERLINE OF THE HIGHWAY 60 EAST OF THE PROPOSED MONOPOLE.
BEING A STRIP OF LAND 10 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING THE CENTERLINE OF THE HIGHWAY 60 EAST OF THE PROPOSED MONOPOLE.

LEGAL AREA:
BEING 1.25 ACRES MORE OR LESS AS SHOWN ON THE MAPS IN THE CITY OF UPLAND, CALIFORNIA, AS PLOTTED IN BOOK 26 OF MAPS, PAGE 10, RECORDS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA. ALSO DESCRIBED AS 1.25 ACRES MORE OR LESS AS SHOWN ON THE MAPS IN THE CITY OF UPLAND, CALIFORNIA, AS PLOTTED IN BOOK 26 OF MAPS, PAGE 10, RECORDS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA.

Date of Survey

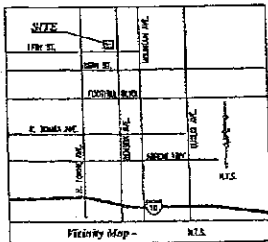
JAN 28, 2003

Basis of Bearings

BY STATE PLANE COORDINATE SYSTEM OF THE EARTH, CALIFORNIA ZONE 1

Bench Mark

452 MONUMENT NO. 17082, ELEVATION = 7653.74 (2000)

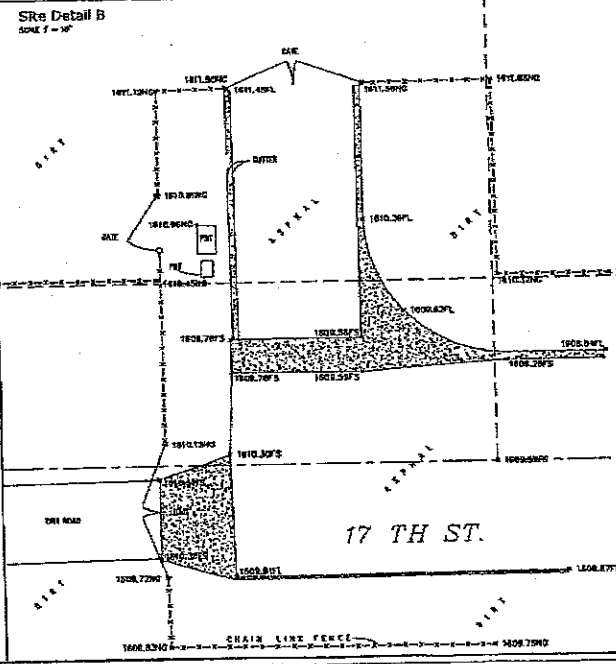
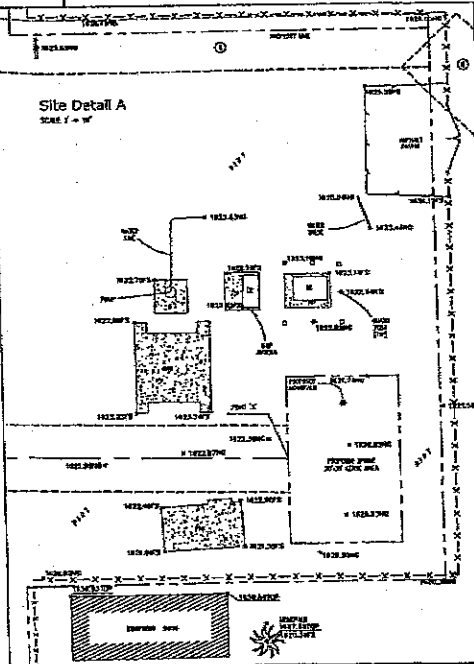
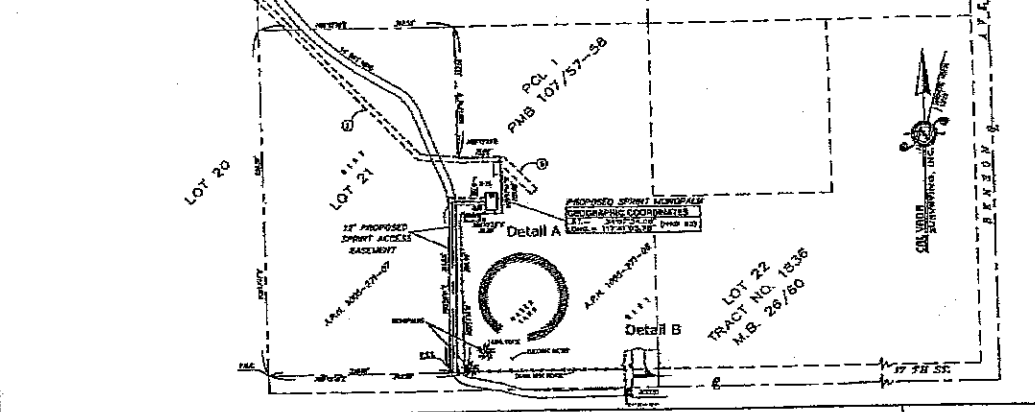


Legend

- 1" INDEX OF EASEMENT
- 1" TRANSFORMER
- 1" ELECTRIC CANNET
- 1" CONCRETE PAVEMENT
- 1" DRIVE SURFACE
- 1" CHAIN LINK FENCE
- 1" NATURAL GRADE
- 1" POWER POLE
- 1" PRIORITY LINE
- 1" BARE
- 1" BREAK LINE
- 1" MONOPOLE
- 1" POWER POLE

Boundary Detail

SCALE 1" = 100'



Sprint
Sprint PCS™

18200 VAN KAMMAN AVE., SUITE 100
POMONA, CA 92662

PROJECT INFORMATION

BENSON WATER PLANT
SB64XC478D
1813 W. 17TH ST.
UPLAND, CA 91748
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
04/30/03

ISSUED FOR:
DESIGN

REV.	DATE	DESCRIPTION	BY
1	05-20-03	ISSUE NOTICE	PH
2	6-12-03	CHANGE RISE REPORT	PH

PLANS PREPARED BY:
CALVARIA SURVEYING, INC.
Los Angeles • San Francisco • Denver • Phoenix
10000 Van Kaman Blvd. Suite 1000 Van Nuys, CA 91411
www.calvaria.com • (800) 634-0800 • (818) 702-8222
JON HAD, D3147

DRAWN BY: _____ **CHK:** _____ **APP:** _____
HC AD XS

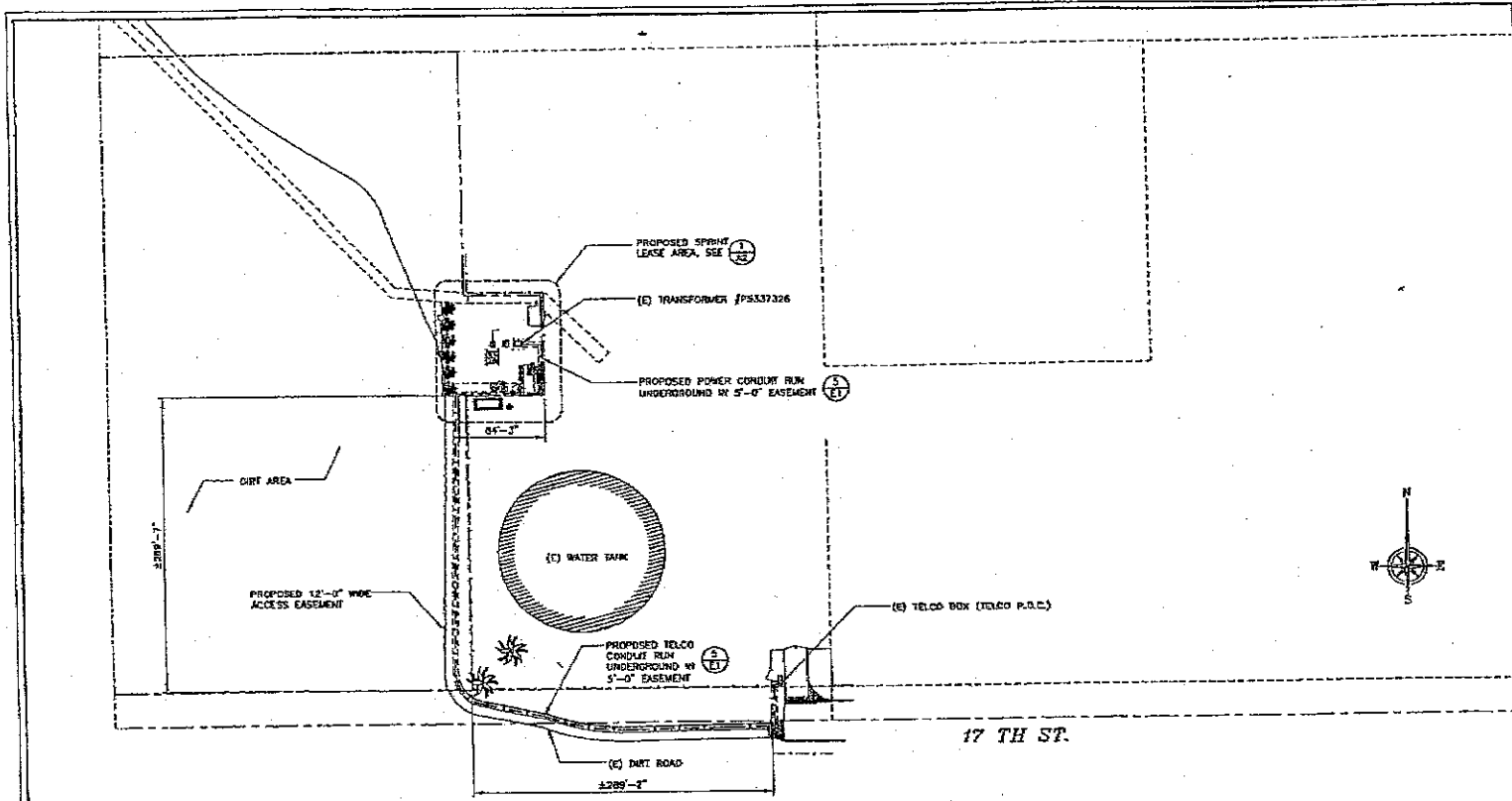
PROJECT MANAGER/ARCHITECT

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
5 PARK PLACE, SUITE 1400
POMONA, CA 91766
TEL: (949) 832-0133 FAX: (949) 832-0134

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NUMBER: _____ **REVISION:** _____

LS1 1
SHEET 1 OF 1 SHEETS CA03167



OVERALL SITE PLAN

1. EXISTING AND U.S.G.S. DATA.
2. SURVEY INFORMATION SHOWN IS OBTAINED FROM A SURVEY PREPARED BY COLSON SURVING, INC., FULTON BRANCH WATER PLANT, OROVILLE, CALIFORNIA DATED 04/20/03.
3. THE ARCHITECT/ENGINEER DELTA GROUPS ENGINEERING, INC. AND REPRESENTATIVES OF THE OWNER, MUST BE ADVISED AT LEAST 10 DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION AT (916)222-0333.
4. DO NOT DISTURB OR DISTURB AROUND THE PROPERTY LINES OF LEASE LINES, UNLESS OTHERWISE NOTED.
5. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.
6. ANY DRAINAGE/PAVEMENT FIELD (SEE EXISTING) DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SITE LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON ALL-CONTRACTOR DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.

7. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME AND ACCEPT RESPONSIBILITY WHEREAS AS TO THE ACCURACY OR INACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE FAILURE OF THESE UTILITIES OR ADJUSTMENTS, CONSTRUCTION SHALL BE RESPONSIBLE FOR DETERMINING EXISTING LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
8. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES WITH HORIZONTAL AND VERTICAL PRIOR TO START OF CONSTRUCTION AND DISCREPANCIES OR DAMAGES AS TO THE INTERFERENCE OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR REVISIONS AS NECESSARY AND NO FURTHER WORK SHALL BE PERMITTED UNTIL THE DISCREPANCY IS CORRECTED AND COVERED BY THE ARCHITECT'S VALUE. TO SECURE SUCH INFORMATION SHOWS CONTRACTOR WILL HAVE WORKERS AT READY WITH EXPENSE. CONTRACTOR SHALL CALL LOCAL SLOTTED HOT TAP FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.

10. THE BUILDING DEPARTMENT ASSUMING THE BUILDING POINT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS SPECIFIED BY THE LOCAL EMPLOYMENT OFFICIAL, WORKING JURISDICTION.
11. DRAINAGE OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FOLLOW THE EXISTING GRADES AT THE EXISTING DRAINAGE.
12. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, STRUCTURE, ETC., SHALL BE PROPERLY SHORED AND BRACED IN ACCORDANCE WITH CURRENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
13. STRUCTURAL FILL SUPPORTING FOUNDATIONS SHALL BE COMPACTED TO 95% OF STANDARD STANDARD PROCTOR DRY DENSITY.
14. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE APPROVED BY FRANK WITH APPROVED CASH PAID AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
15. ALL FILL SHALL BE PLACED IN LAYERS WITH THE LITTLE THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
16. ANY FILL PLACED ON EXISTING SLOPES SHALL BE PROTECTED WITH AN INCREMENTAL TO 1' VERTICAL SHALL BE PROPERLY SLOTTED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.

17. THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY CONTRACTOR CLEAN FILL TO A DENSITY OF 95% OF STANDARD PROCTOR. COVERING THE AREA WITH A 1/4" VERTICAL (1" OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 1" OF 3/4" CRUSHED STONE AND FINISH.
18. CONTRACTOR SHALL CLEAN EXISTING SITE AFTER CONSTRUCTION. EACH TIME NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEBRIS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
19. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONTACT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
20. EXISTING CONSTRUCTION DRAWINGS AND DRAINAGE WORK SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR THE ROAD AND BRIDGE CONSTRUCTION (OR EQUAL) LATEST EDITION, AND ALL APPLICABLE PROVISIONS OF LOCAL COUNTY ORDINANCES.
21. ALL SITE WORK SHALL BE CAREFULLY MONITORED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANIES, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

CONSTRUCTION NOTES

[Handwritten signature]

Sprint
Sprint PCS

18200 VAN HANBRO, SUITE 100
DUNES, CA 92612

PROJECT INFORMATION

BENSON WATER PLANT
SBS4RC470D
WELL #226
1750 W. 17TH ST.
OPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REV. DATE	DESCRIPTION	BY
07/15/03	ISSUED FOR PERMIT	TR
06/17/03	ISSUED FOR PERMIT	TR
04/23/03	ISSUED FOR ZD	OC

PLANS PREPARED BY:

DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS

3 PARK PLACE, SUITE 1100
DUNES, CA 92612
TEL: (916) 422-8332 FAX: (916) 422-8339

CONSULTANT:

DRAWN BY: CHK: DATE: APPV:

GC:

LEGEND:

SHEET TITLE:
OVERALL SITE PLAN & CONSTRUCTION NOTES

SHEET NUMBER: **A1** REVISION: **3**

1025P008



18200 VON KARMAN, SUITE 100
IRVINE, CA 92612

BENSON WATER PLANT
SBS4XC478D
WELL #26
1789 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

ISSUED FOR: PERMIT
DATE: 07/15/03

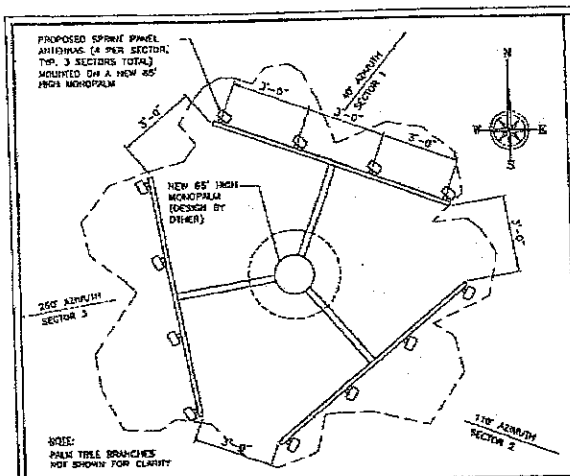
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07/15/03	ISSUED FOR PERMIT	TN
05/17/03	ISSUED FOR ZONING	TH
04/23/03	ISSUED FOR 2D	DC

PLANS PREPARED BY:
DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
31000 HAZEL WATE ROAD
IRVINE, CA 92614
TEL (949) 829-0533 FAX (949) 421-6233

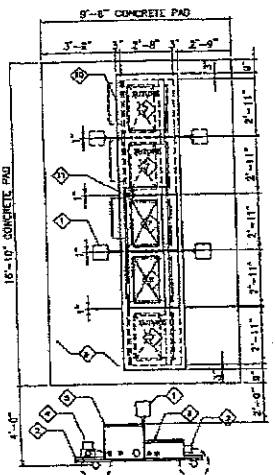
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DRAWN BY: []
GC: []
LICENSEURE: []

SHEET TITLE:
PROJECT AREA PLAN, ANTENNA LAYOUT & EQUIPMENT LAYOUT

SHEET NUMBER: **A2** 3
1025P088

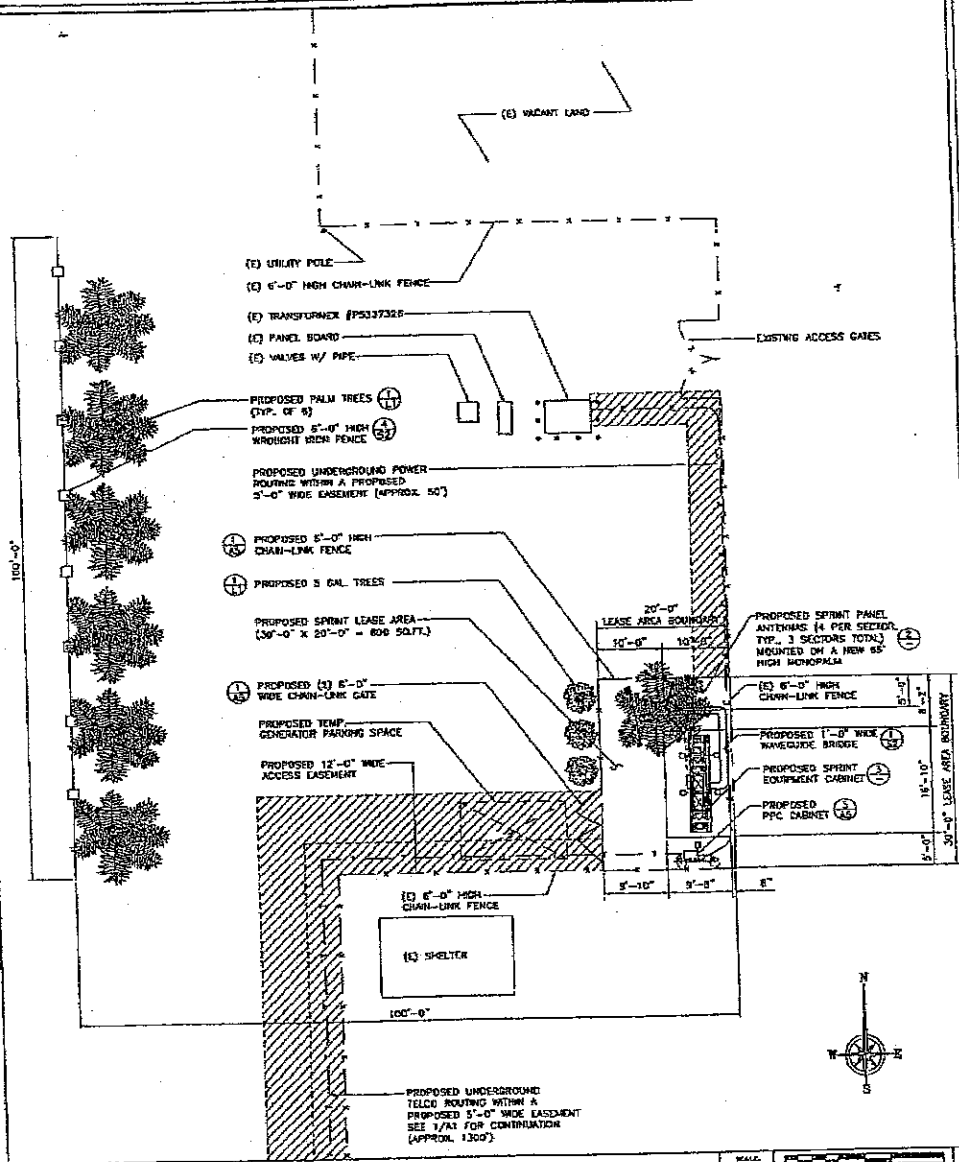


ANTENNA LAYOUT



- ① SERVICE LIGHT (TYP. 1)
- ② PFC RACK
- ③ EMERGENCY GENERATOR RECEPTACLE
- ④ 200 AMP. METER BASE
- ⑤ ELECTRICAL CHAMBER
- ⑥ TELCO CHAMBER
- ⑦ FLEXTENT CABINET
- ⑧ BATTERY CABINET
- ⑨ CONCRETE PAD
- ⑩ RAISED CONCRETE PAD
- ⑪ GPS ANTENNA

EQUIPMENT LAYOUT



PROJECT AREA PLAN



18300 VAN KAMMAN, SUITE 100
IRVINE, CA 92612

PROJECT INFORMATION:

BENSON WATER PLANT
SDS41C47DD
WELL #26
1750 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

ISSUE DATE:

07/15/03

ISSUED FOR:

PERMIT

REV. DATE DESCRIPTION BY

07/15/03	ISSUED FOR PERMIT	JN
06/17/03	ISSUED FOR ZONING	TR
04/23/03	ISSUED FOR SD	CC

PLANS PREPARED BY:



8 PARK PLACE, SUITE 1100
IRVINE, CA 92614
TEL: (949) 870-9325 FAX: (949) 871-0231

CONSULTANT:

DRAWN BY: CHK: APP:

GC

SECURE

SHEET TITLE:

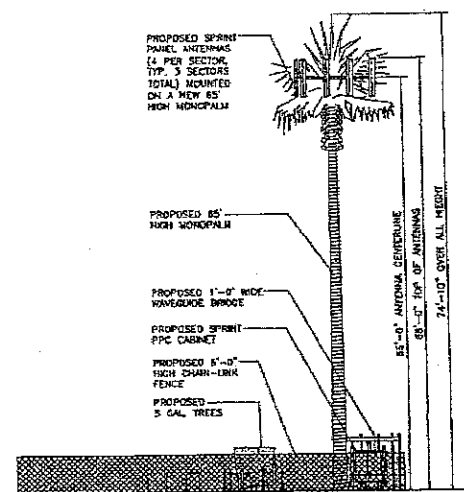
SOUTH & EAST ELEVATIONS

SHEET NUMBER: REVISION:

A3

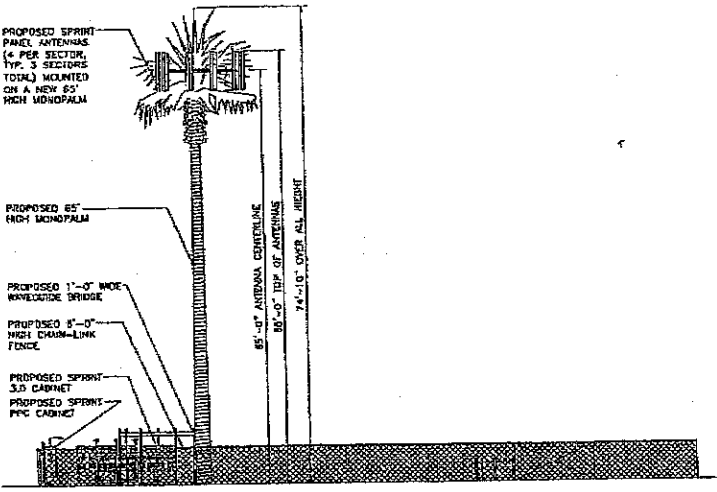
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1025P08F



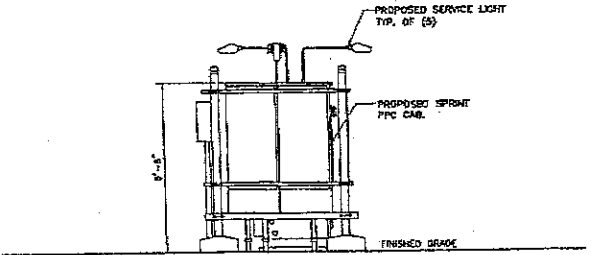
SOUTH ELEVATION

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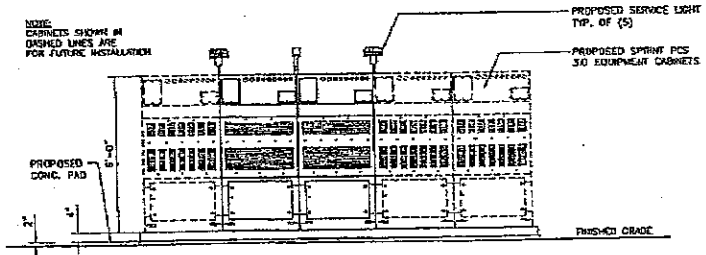
EAST ELEVATION

SCALE: 1/8" = 1'-0" 1



EQUIPMENT ELEVATION

SCALE: 1/8" = 1'-0" 4



EQUIPMENT ELEVATION

SCALE: 1/8" = 1'-0" 2



18200 VAN BARNUM, SUITE 100
IRVINE, CA 92612

PROJECT INFORMATION:

BENSON WATER PLANT
5854KC478D
WELL #26
1778 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:

07/15/03

ISSUED FOR:

PERMIT

REV. DATE DESCRIPTION

REV.	DATE	DESCRIPTION	BY
1	07/15/03	ISSUED FOR PERMIT	TM
2	08/17/03	ISSUED FOR ZONING	TM
3	04/23/03	ISSUED FOR E.D.	CC

PLANS PREPARED BY:



DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS
11000 PULVER, SUITE 4000
IRVINE, CA 92614
(949) 429-1333 FAX (949) 429-0233

CONSULTANT:

FORM BY: CHC/CPY
GC

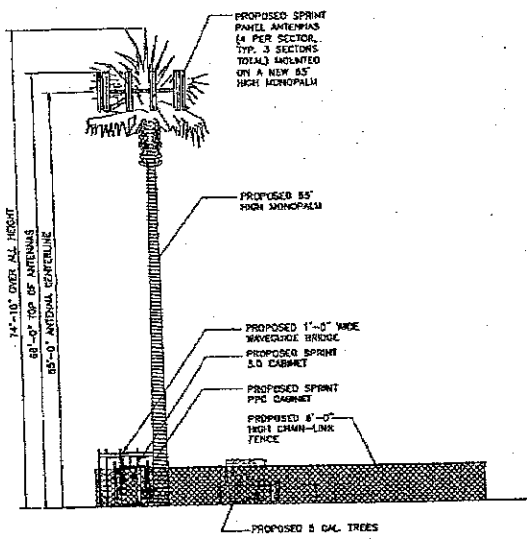
LICENSURE:

SHEET TITLE:

NORTH & WEST ELEVATIONS

SHEET NUMBER REVISION

A4 3
6025P088

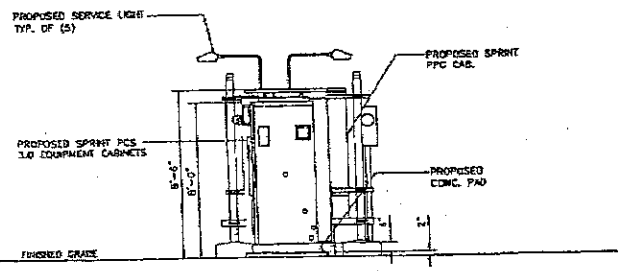


NORTH ELEVATION

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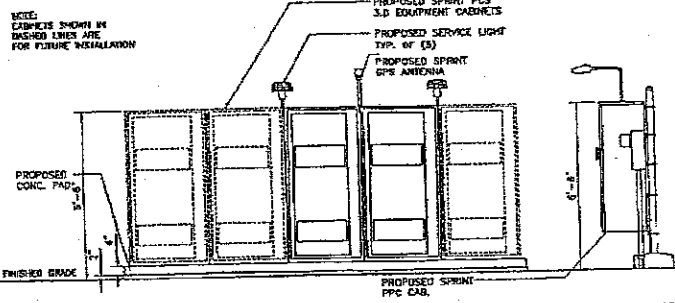
WEST ELEVATION

SCALE: 1" = 10'-0"



EQUIPMENT ELEVATION

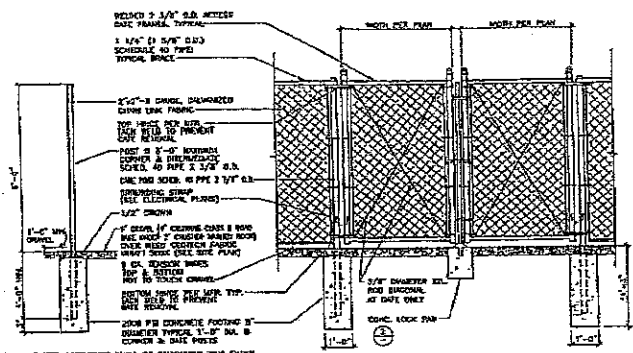
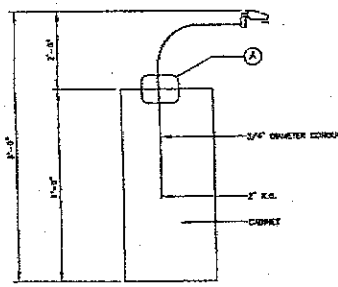
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EQUIPMENT ELEVATION

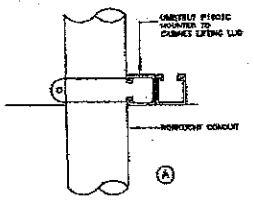
SCALE: 1" = 10'-0"

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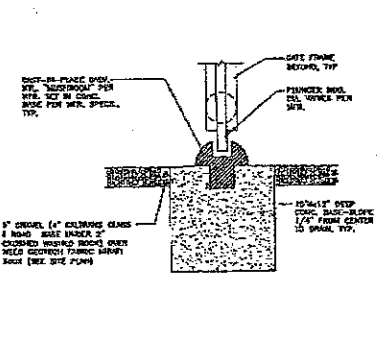
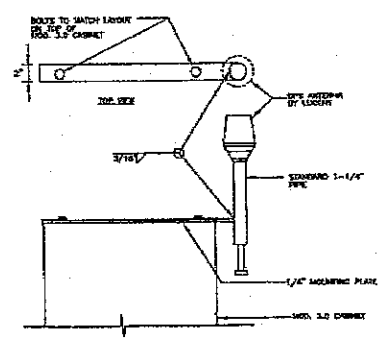
NOTE:
ALL FENCING & RELATED ASSEMBLIES SHALL BE CALIFORNIA ZING SPECIFIC
USING THE CALIFORNIA FENCE WITH ACCESS GATE (CALIFORNIA ZING 12199-01)
IMPROVED TO SCALE 1/2\"/>

8



NOTE:
PROVIDE LIGHT ENCLOSED AND GASKETS. DO NOT SUPPORT WIRE. GLASS FLOW
AND SHIELD CONTACTS TO MINIMIZE RADIATION. SEE 100-1-1-1 (100-201) FOR
PROVIDE 3/4\"/>

FENCE DETAIL ACCESS GATE



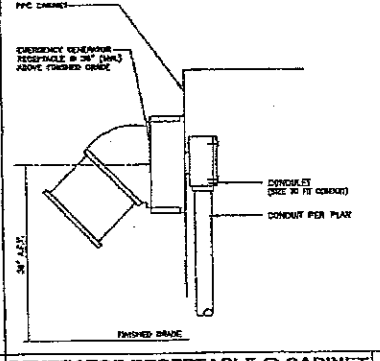
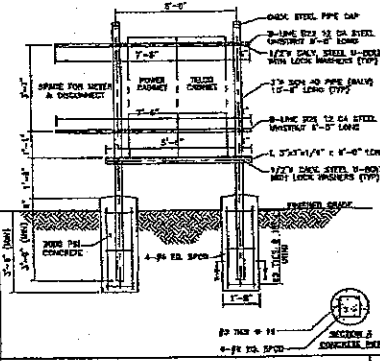
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9 SERVICE LIGHT

6 GPS ANTENNA @ TS

4 CONCRETE LOCK PAD

2



UNUSED

10 UNUSED

7 PPC SUPPORT DETAIL

5 GENERATOR RECEPTACLE @ CABINET

Sprint
Sprint PCS™
18200 VAN SAFARI, SUITE 100
ROCKWELL, CA 92382

PROJECT INFORMATION:
DENSON WATER PLANT
SDS-01C470D
WELL #26
1750 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REV. DATE: DESCRIPTION: BY:

ISSUED FOR PERMIT 07/15/03 TM

PLANS PREPARED BY:
DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS

8 PAGES PLANS, DATE 1000
UPLAND, CA 91784
TEL: (909) 422-8333 FAX: (909) 422-8333

CONSULTANT:

DRAWN BY:

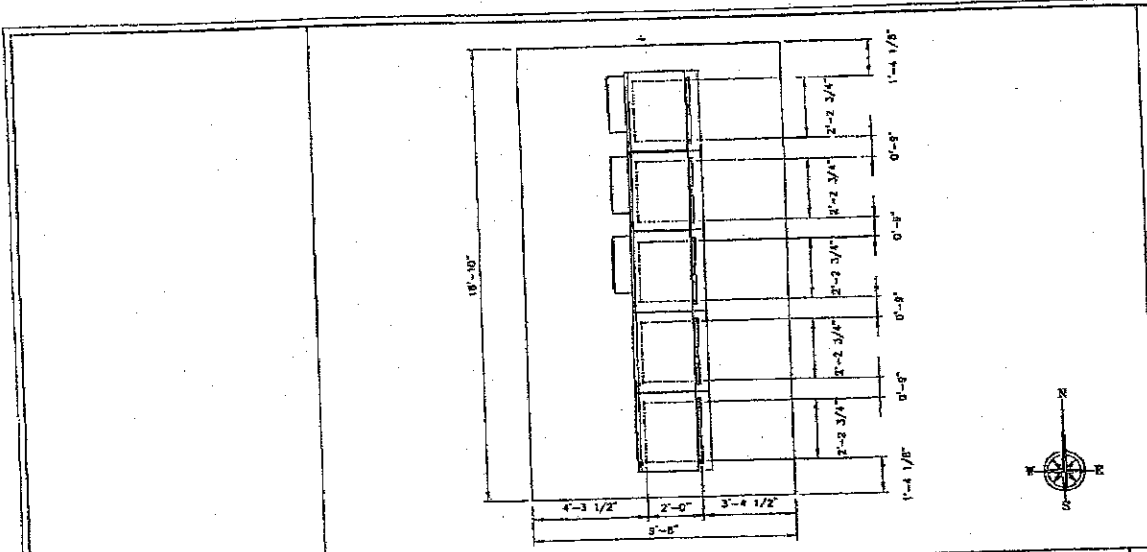
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LICENSE:

SHEET TITLE:
DETAILS

SHEET NUMBER: **A5** REVISION: **1**

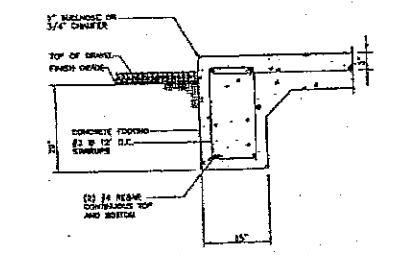
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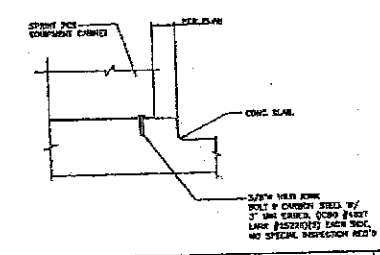
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EQUIPMENT ANCHOR BOLT LAYOUT

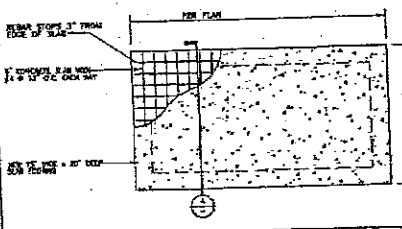
SCALE: 1/4" = 1'-0" 2



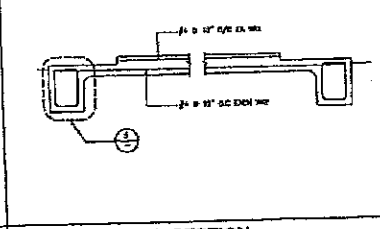
FOOTING SECTION



EQUIPMENT MOUNTING



FOUNDATION PLAN



CONCRETE SLAB SECTION

- A. OTHER STRUCTURAL NOTES**
1. THESE NOTES SHALL BE CONSIDERED A PART OF THE GENERAL SPECIFICATIONS.
 2. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES.
 3. MAKE A CONNECTION DETAIL IS NOT SHOWN ON SHEET, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
 4. DIMENSIONS SHALL TAKE PRECEDENCE OVER DIMENSIONS SHOWN ON DRAWINGS.
 5. NEW SPECIFICATION WORK OR NEW DIMENSIONS SHALL BE OF THE LATEST REVISION.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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- B. SPECIAL REINFORCEMENT REQUIREMENTS**
1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 308-98 AND ACI 318-95 AND THE SPECIFICATIONS FOR CAST-IN-PLACE CONCRETE.
 2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS UNLESS OTHERWISE SPECIFIED.
 3. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, EPOXY COATED UNLESS OTHERWISE SPECIFIED. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 UNLESS OTHERWISE SPECIFIED.
 4. THE FOLLOWING MINIMUM COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS OTHERWISE SPECIFIED BY OTHERS:
 - CONCRETE EXPOSED TO WEATHER: 1 IN.
 - CONCRETE EXPOSED TO EARTH OR WATER: 1 1/2 IN.
 - IN ALL OTHERS: 3/4 IN.
 - IN ALL OTHERS: 1-1/2 IN.
 5. A COVER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE UNLESS OTHERWISE SPECIFIED BY OTHERS.
 6. HOLES TO RECEIVE DOWNDRUM/UPDRUM ANCHORS SHALL BE 1/4" CLEARER IN DIAMETER THAN THE ANCHOR BOLT. HOLES IN SLABS SHALL BE 1/4" CLEARER IN DIAMETER THAN THE ANCHOR BOLT. HOLES IN WALLS SHALL BE 1/4" CLEARER IN DIAMETER THAN THE ANCHOR BOLT. HOLES IN CEILING SHALL BE 1/4" CLEARER IN DIAMETER THAN THE ANCHOR BOLT. HOLES IN FLOOR SHALL BE 1/4" CLEARER IN DIAMETER THAN THE ANCHOR BOLT.
 7. USE AND REVISIONS OF CONCRETE REINFORCEMENT ANCHORS SHALL BE PER ACI 308 AND UNLESS OTHERWISE SPECIFIED BY OTHERS.

GENERAL STRUCTURAL NOTES

SCALE: 1/4" = 1'-0" 1



18200 NON KARNAL, SUITE 100
FAYNE, CA 92612

PROJECT INFORMATION:
BENSON WATER PLANT
5864CATRD
WELL #26
1730 N. 17TH ST.
LIFLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REV. DATE DESCRIPTION

REV.	DATE	DESCRIPTION

ISSUED FOR: PERMIT

PLANS PREPARED BY:



DELTA GROUPS
ENGINEERING, INC.
CONSULTING ENGINEERS

21000 PASEO SANTA FE
SUITE 100
SAN DIEGO, CA 92128
TEL: 619-594-0123 FAX: 619-594-0127

CONSULTANT:

DATE: 07/15/03

DRAWN BY: CHC / JVC

SCALE: 1/4" = 1'-0"

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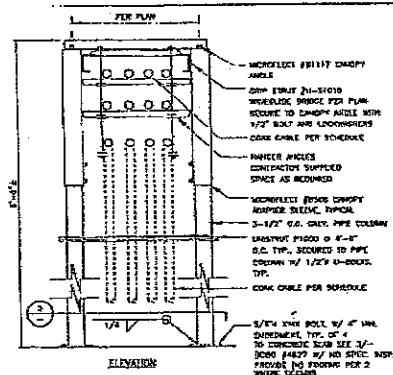
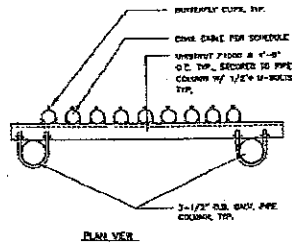
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GENERAL STRUCTURAL NOTES,
FOUNDATION PLAN
& DETAILS

SHEET NUMBER: S1

REVISION: 1

1025F08B



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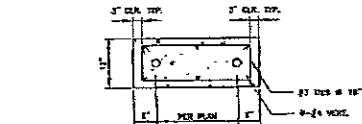
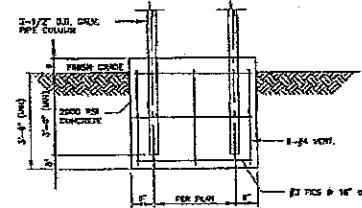
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6

WAVEGUIDE BRIDGE

1



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10

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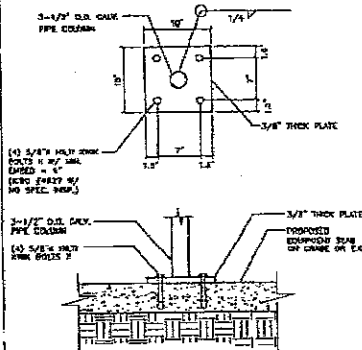
7

UNUSED

4

WAVEGUIDE BRIDGE POST

2



UNUSED

11

UNUSED

8

UNUSED

5

WAVEGUIDE BRIDGE POST @ SLAB

3

Sprint
Sprint PCS™

18200 VON KARMAN, SUITE 100
IRVINE, CA 92612

PROJECT INFORMATION:
SEVENSON WATER PLANT
SBS4XC478D
WELL #26
1758 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REV. DATE: DESCRIPTION: BY:

ISSUED FOR PERMIT 07/15/03

PLANS PREPARED BY:
DELTA GROUPS ENGINEERING, INC.
CONSULTING ENGINEERS

8 PAVAN PLAZA, SUITE 1100
IRVINE, CA 92614
TEL (949) 822-5555 FAX (949) 822-0523

CONSULTANT:

DRAWN BY: _____ CHK. _____ APPV. _____
GC

LICENSEURE:

SHEET TITLE:
DETAILS

SHEET NUMBER: _____ REVISION: _____

S2 **1**

102SP088



18200 VAN KAMMEL SUITE 100
IRVINE, CA 92612

PROJECT INFORMATION
SENSON WAYER PLANT
 3854XC47ED
 WELL #228
 1720 W. 17TH ST.
 UPLAND, CA 91784
 SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REV.	DATE	DESCRIPTION	BY

PLANS PREPARED BY:
DELTA GROUPS ENGINEERING, INC.
 CONSULTING ENGINEERS

3 HUNT PALM, SUITE 100
 TORRANCE, CA 90501
 TEL: (562) 482-0500 FAX: (562) 482-0501

CONSULTANT:

DRAWN BY: CHC

CC

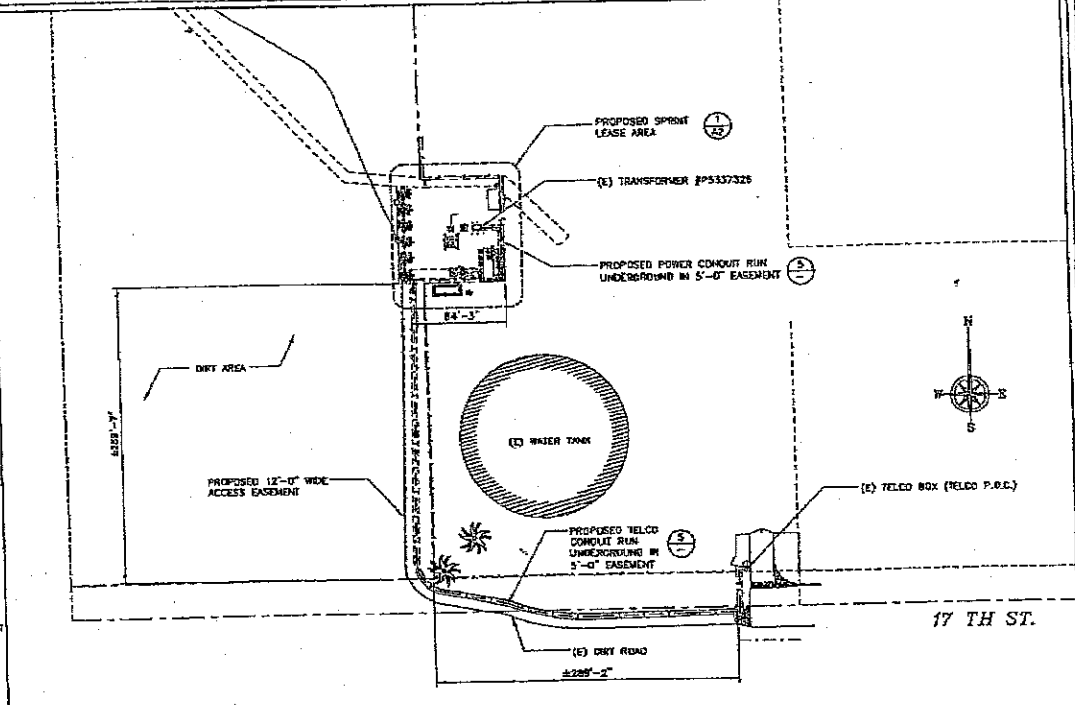
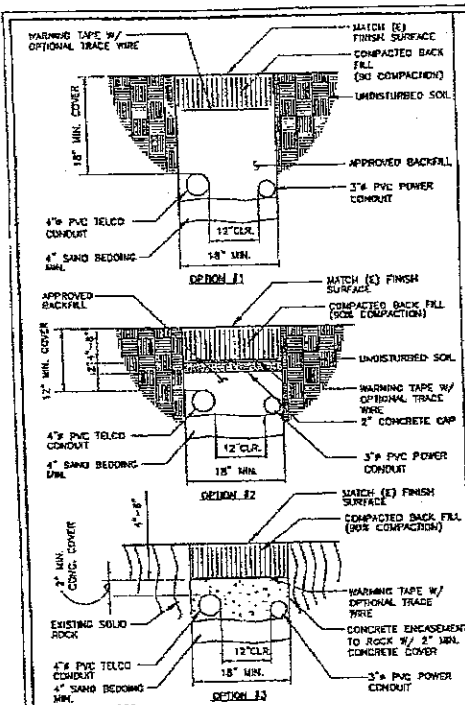
LICENSURE:

SHEET TITLE:

UTILITY ROUTING PLAN
 1-LINE DIAGRAM &
 NOTES

SHEET NUMBER: **E11**

1025088



UTILITY TRENCHING 5

UTILITY ROUTING PLAN 1

1. UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR SO PURPOSES ONLY.

2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL BOXES, CONCRETE ENCASUREMENT OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARBERS, POLE RISERS, TRENCHING, BACKFILL, FILL ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.

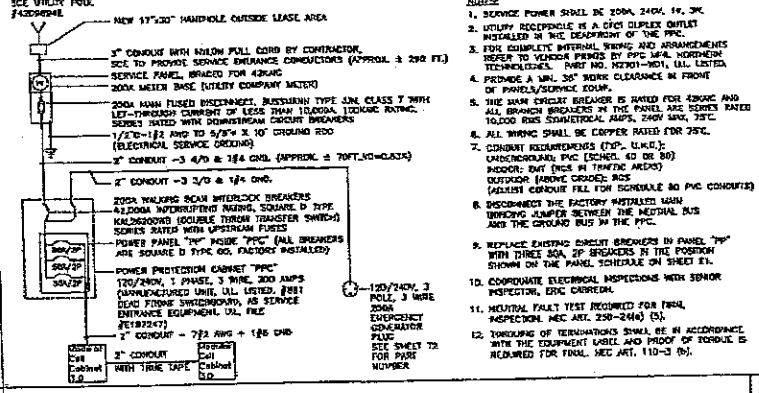
3. UTILITY CONTACTS FOR THIS PROJECT SHALL BE AS FOLLOWS:

POWER: ---

TELEPHONE: ---

PANEL 7P-120/240V 3P 3W (INSIDE PPC CAB)		200A BUS, 200A MAIN BREAKER	
DESCRIPTION	NO.	LOAD	L1 L2 LOAD NO. DESCRIPTION
Module Cell Cabinet 3.0 Circuit No. 1	1	4350	4750 400 2 SURGE SUPPRESSOR (INTERNAL) (INTERNALLY DEREGULATED)
Module Cell Cabinet 3.0 Circuit No. 1	3	4350	4750 400 4 SERVICED
Module Cell Cabinet 3.0 Circuit No. 1	4	4350	4750 400 6 SERVICED
Module Cell Cabinet 3.0 Circuit No. 1	7	4350	4750 400 8 SERVICED
SPARE	2	800	600 10 2 OFFICE RECEPTACLE
VENT FAN (INTERNAL)	11	180	1910 1050 12 2 SERVICE LIGHTS (LCL)
LOAD PHASE		14050	14680 23% of LCL = 225W
TOTAL CONNECTED LOAD + 25% LCL = 28.8KVA / 240 = 119.9A			
HIGHEST LEG + LCL = 14.5KVA / 12 = 120.9A			

Powerless 24 Power Cabinet in a single cabinet requiring 3 leads.
 * Replace factory installed circuit breakers with indicated values.



UTILITY GENERAL NOTES 4

PANEL SCHEDULE 3

UTILITY ROUTING PLAN 2



18200 VON KARMAI, SUITE 100
IRVINE, CA 92612

PROJECT INFORMATION:

BENSON WATER PLANT
SR54XC47BD
WELL #26
1750 W. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:

07/15/03

ISSUED FOR:

PERMIT

REV. DATE DESCRIPTION BY

REV. DATE	DESCRIPTION	BY

ISSUED FOR PERMIT TN

PLANS PREPARED BY:



5 PINE JAZZ, SUITE 1400
POMONA, CA 92674
TEL: 909.862-8833 FAX: 949.874-0261

CONSULTANT:

DRAWN BY: GC

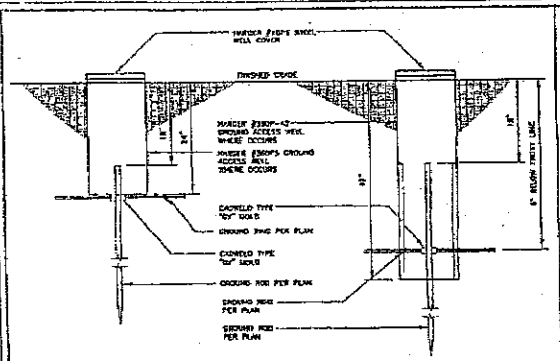
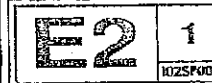
CHECKED BY:

SHEET TITLE:

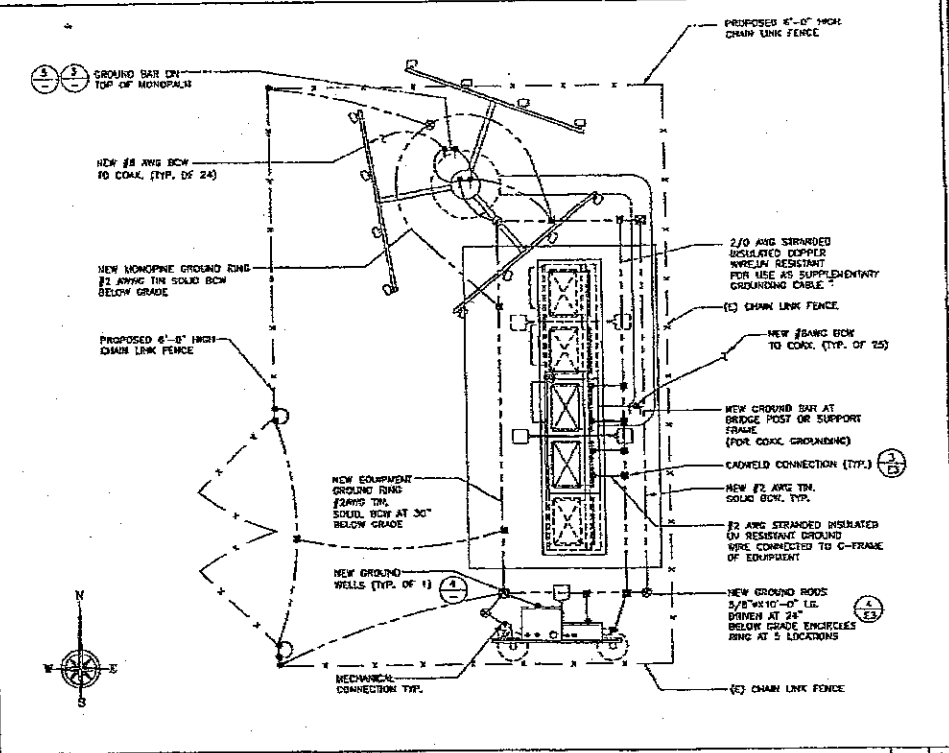
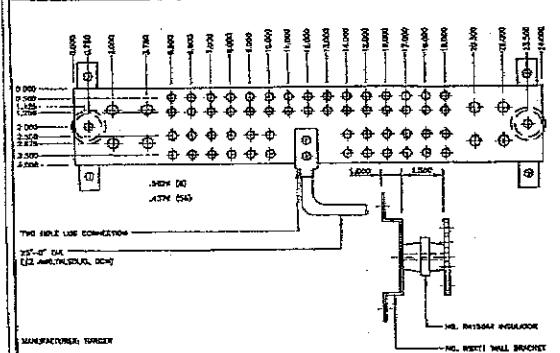
**GROUNDING LAYOUT
GROUNDING
SCHEMATIC, DETAILS**

SHEET NUMBER: 2

REVISION:

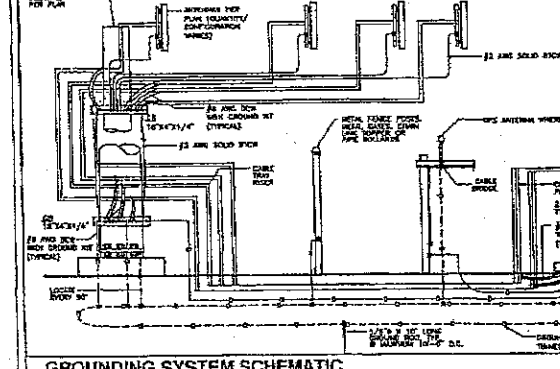


GROUND WELLS

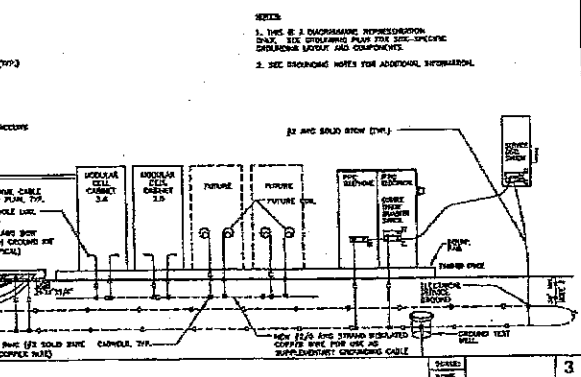


EQUIPMENT AREA GROUNDING LAYOUT

GROUND BAR (24\"/>



GROUNDING SYSTEM SCHEMATIC

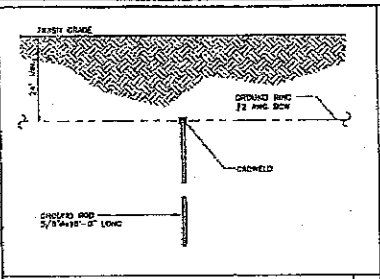


GROUNDING NOTES

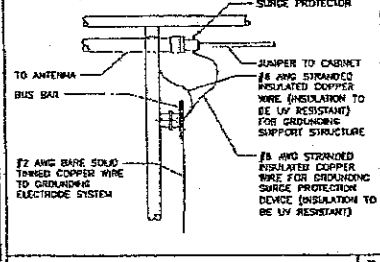
1. ALL DETAILS ARE SHOWN IN EXCESSIVE TERMS. ACTUAL GROUNDING INSTALLATION REQUIREMENTS AND CONNECTIONS ACCORDING TO SITE CONDITIONS.
2. ALL GROUNDING CONNECTIONS SHALL BE MADE USING 2-0 AWG STRANDED COPPER OR 2-0 AWG SOLID COPPER PER THESE SPECIFICATIONS.
3. GROUNDING BARS LOCATED IN BULKY EQUIPMENT SHALL BE PROVIDED, FURNISHED AND INSTALLED BY THE VENDOR.
4. ALL BULKY EQUIPMENT CONNECTIONS, EQUIPMENT WELLS TYP. ABOVE WELLS, CONNECTIONS, EQUIPMENT WELLS TYP.
5. EXTERIOR GROUNDING CONNECTIONS, BUNDLES TO A MINIMUM HEIGHT OF 2'-0\"/>

GROUNDING NOTES

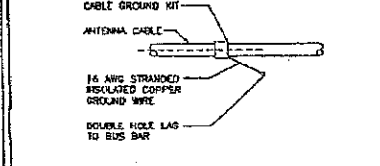
REV.	DATE	DESCRIPTION	BY
1	07/15/03	ISSUED FOR PERMIT	TN



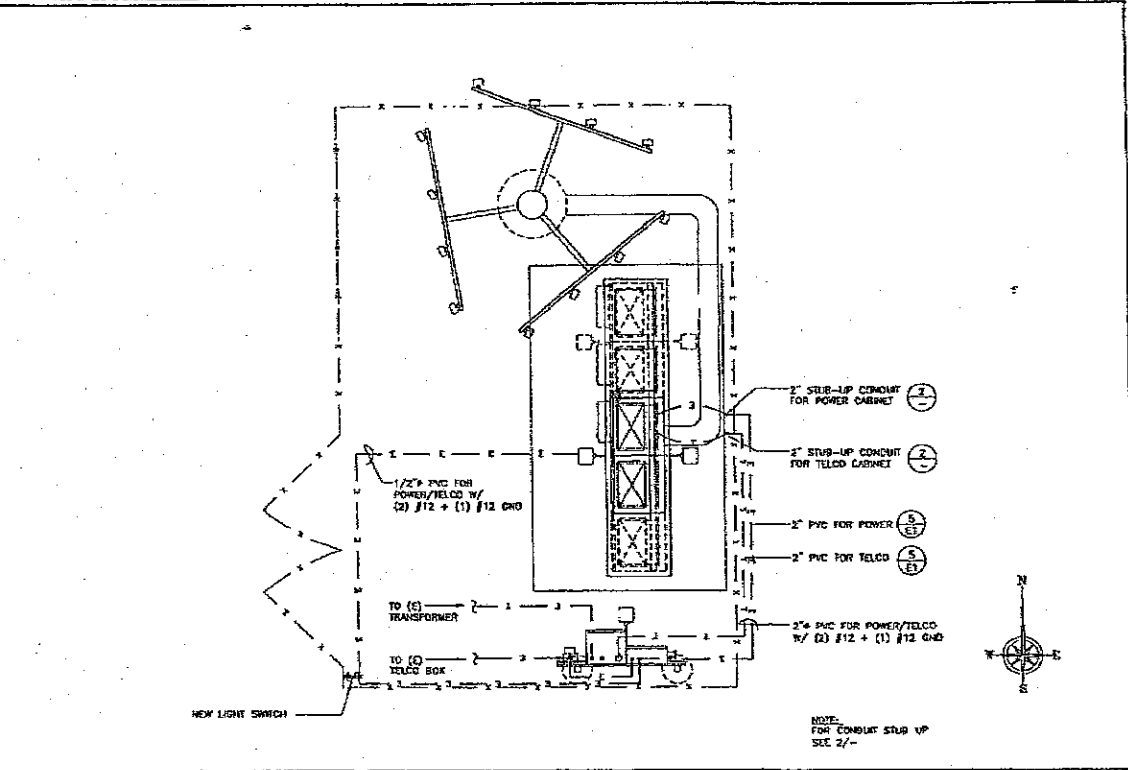
GROUND ROD AND RING 4



SURGE PROTECTRO INSTALLATION 5



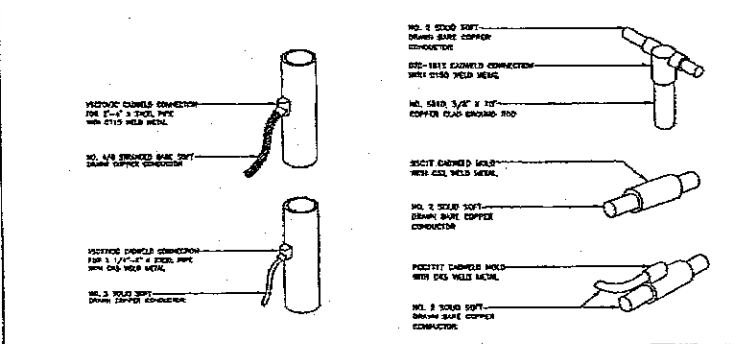
ANTENNA COAX. GROUNDING 6



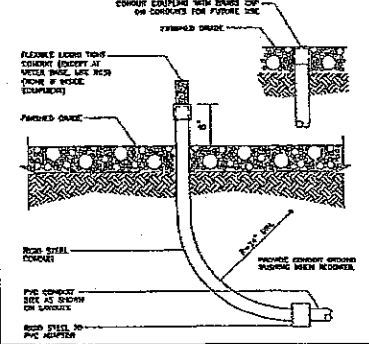
CONDUIT STUB-UP @ EQUIPMENT LOCATIONS 1



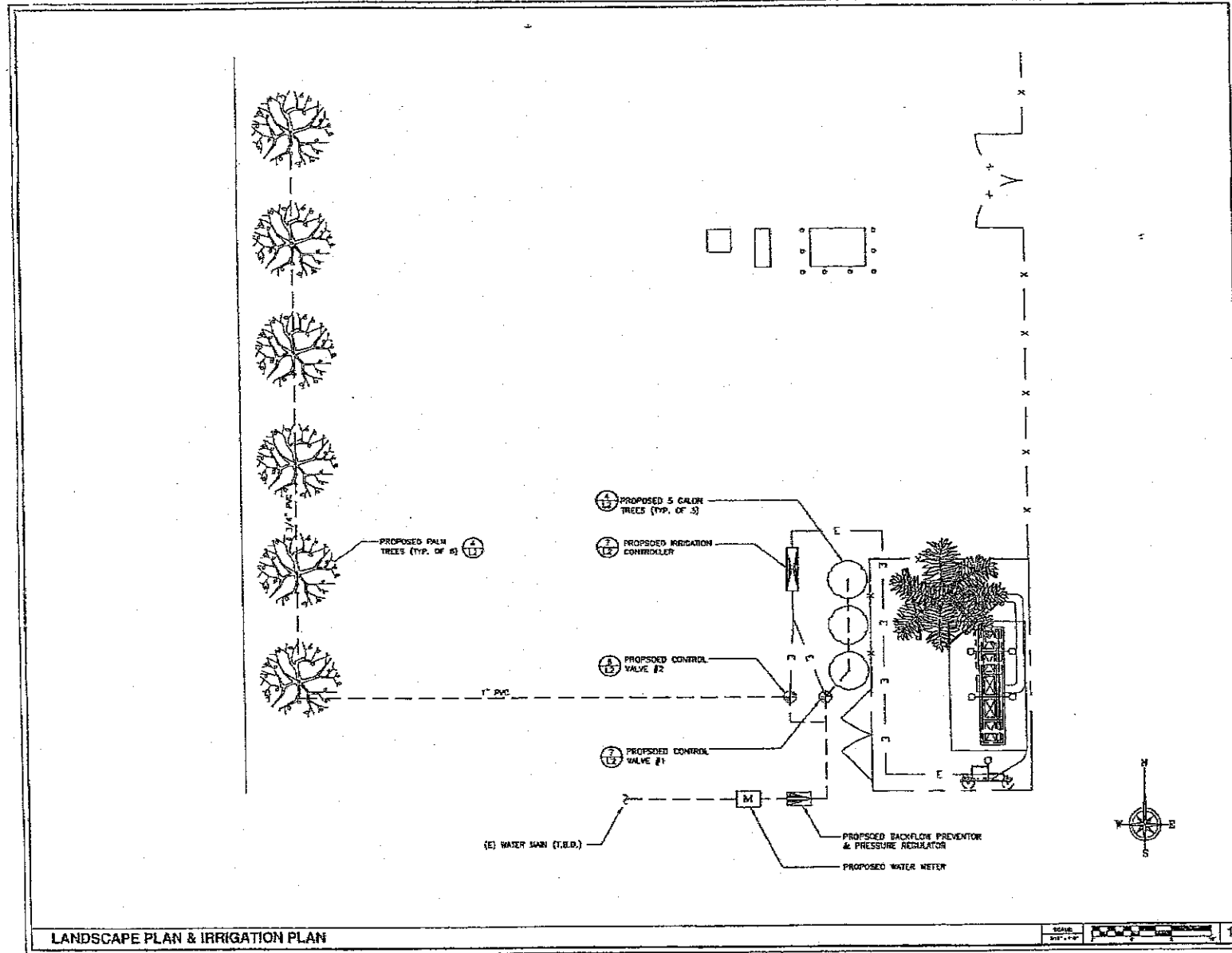
UNUSED 7



GADWELD DETAIL 3



STUB-UP NEAR EQUIPMENT 2



LANDSCAPE PLAN & IRRIGATION PLAN

SCALE: 1" = 10'-0"
 SHEET NO. 1

Sprint
 18280 MON PARLAN, SUITE 208
 RYNE, CA 92882

PROJECT INFORMATION:
BENSON WATER PLANT
 SB54XC478D
 WELL #26
 1750 W. 17TH ST.
 UPLAND, CA 91764
 SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
 07/15/03

ISSUED FOR:
 PERMIT

REV. DATE DESCRIPTION BY:

07/15/03	ISSUED FOR PERMIT	TH
06/17/03	ISSUED FOR ZONING	TH
04/23/03	ISSUED FOR ZD	GC

PLANS PREPARED BY:
DELTA GROUPS ENGINEERING, INC.
 CONSULTING ENGINEERS

52000 PUEBLO BLVD. SUITE 1000
 IRVINE, CA 92614
 TEL (949) 822-3223 FAX (949) 822-5227

CONSULTANT:

DRAWN BY: CHK. BY: APP. BY:

GC

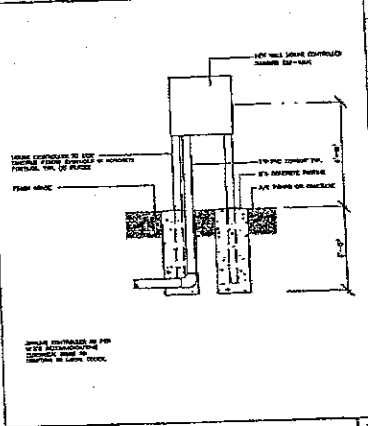
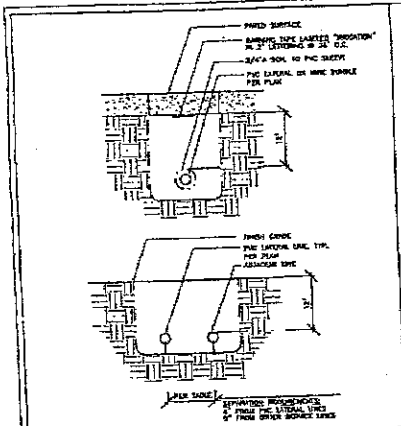
LEGEND:

SHEET TITLE:
 LANDSCAPE PLAN & IRRIGATION PLAN

SHEET NUMBER: 1 REVISION: 3

1025F08B

[Handwritten signature]



LANDSCAPE IRRIGATION LEGEND

SIGNAL	MANUFACTURER/MODEL	PS	LENGTH
0	NEW 1/2" PVC CONTROL VALVE (BRANDS EX-100)	10	JOB SPEC.
1	NEW 3/4" PVC MAIN LINE	10	JOB SPEC.
2	NEW 1/2" PVC RISER PIPE	10	JOB SPEC.
3	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
4	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
5	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
6	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
7	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
8	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
9	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
10	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
11	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
12	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
13	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
14	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
15	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
16	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
17	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
18	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
19	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
20	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
21	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
22	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
23	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
24	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.
25	NEW 1/2" PVC BRANCH LINE	10	JOB SPEC.

NO GRADING REQUIRED EXCEPT AT PUMP.

ALL GRADING IS TO BE ACCORDING TO THE LOCAL HEALTH DEPARTMENT REQUIREMENTS FOR ALL SEWER AND RAIN WATER SYSTEMS. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LOCAL HEALTH DEPARTMENT REQUIREMENTS FOR ALL SEWER AND RAIN WATER SYSTEMS.

THE CONTRACTOR IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES THAT MAY BE AFFECTED BY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES THAT MAY BE AFFECTED BY THIS PROJECT.

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Sprint
Sprint PCS

18200 VON KARMAN, SUITE 100
IRVINE, CA 92612

PROJECT INFORMATION:
BENSON WATER PLANT
SBS34RC478D
WELL #225
1750 N. 17TH ST.
UPLAND, CA 91784
SAN BERNARDINO COUNTY

CURRENT ISSUE DATE:
07/15/03

ISSUED FOR:
PERMIT

REVISE DATE:
07/15/03

ISSUED FOR:
PERMIT

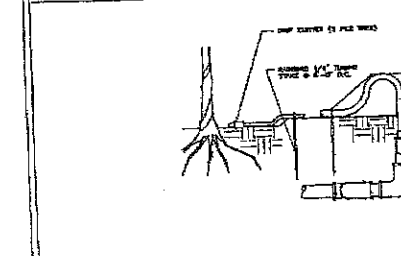
PLANS PREPARED BY:
DELTA GROUPS ENGINEERING, INC.
CORPORATE ENGINEERING

1 BENSON PLANT, SUITE 100
IRVINE, CA 92614
TEL (949) 822-6939 FAX (949) 822-6938

TRENCHES

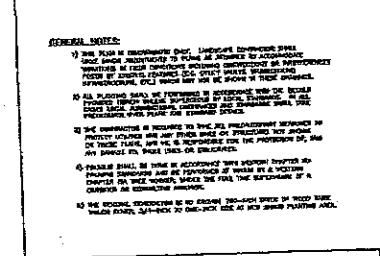
NEW CONTROLLER

LANDSCAPE IRRIGATION LEGEND



GENERAL NOTES:

- THE PLAN IS PREPARED BY THE LANDSCAPE ARCHITECT. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY ANY OTHER PARTY. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY ANY OTHER PARTY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES THAT MAY BE AFFECTED BY THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL HEALTH DEPARTMENT AND ALL OTHER AGENCIES THAT MAY BE AFFECTED BY THIS PROJECT.
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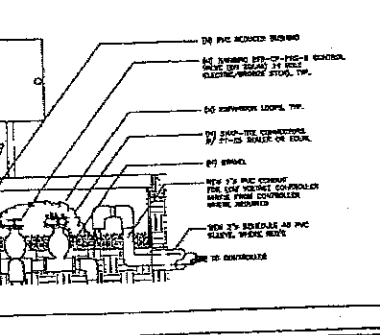
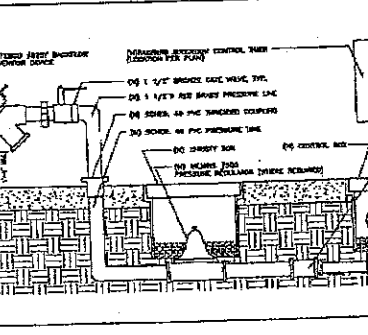
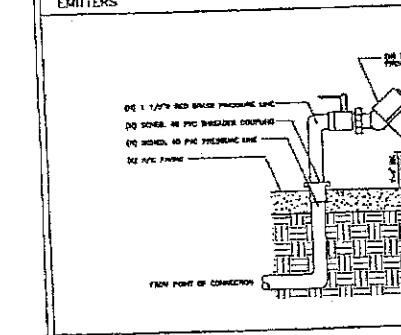
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EMITTERS

LANDSCAPE PLANTING NOTES

TREE PLANTING DETAIL



NO GRADING REQUIRED EXCEPT AT PUMP.

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VALVE/CONTROLLER ASSEMBLY

TREE IRRIGATION PLAN

TRENCHES

DELTA GROUPS ENGINEERING, INC.
CORPORATE ENGINEERING

1 BENSON PLANT, SUITE 100
IRVINE, CA 92614
TEL (949) 822-6939 FAX (949) 822-6938

CONSULTANT:

DESIGNED BY:
CIVIL / M.P.

CC:

LICENSURE:

SHEET TITLE:
LANDSCAPE DETAILS

SHEET NUMBER:
L2

REVISION:
1

1025PO8B

EXHIBIT B
to
SITE AGREEMENT

Memorandum of Agreement

Site Name: Benson Water Plant

Site I.D. No.: SB-54-
XC-478(D)

This Memorandum of Agreement ("Memorandum") dated by Owner on 9/16/2008 evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated _____, 20____, between _____ ("Owner") and Sprint PCS Assets, L.L.C., a Delaware limited liability company ("Sprint PCS").

The Agreement provides in part that Owner leases to Sprint PCS certain real property owned by Owner and located at _____, City of _____, County of _____, State of _____, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is 5 years commencing on _____, 20____, which term is subject to 4 additional 5-year extensions that may be exercised by Sprint PCS.

The parties have executed this Memorandum as of the day and year first above written.

OWNER

[INSERT COMPLETE OWNER NAME(S)]

a(n) San Antonio Water Co.

By: Tom Thomas

Name: Tom Thomas

Title: President

Address: 139 N. Euclid Ave
Upland, CA 91786

SPRINT PCS

Sprint PCS Assets, L.L.C.,

a Delaware limited liability company

By: [Signature]

Name: _____

Title: Site Development Manager

Address: 18200 Von Karman
Suite 100
Irving, CA 92617

G See Exhibit B1 for continuation of Owner signatures

Attach Exhibit A - Site Description

Owner Initials: TT

Sprint PCS Initials: [Signature]

FIRST AMENDMENT TO SITE AGREEMENT

THIS FIRST AMENDMENT TO SITE AGREEMENT ("First Amendment") dated for reference purposes as of January 7, 2009, is made and entered into by and between **San Antonio Water Company, a California corporation** ("Owner") and **STC One LLC, a Delaware limited liability company, by and through its attorney in fact, Global Signal Acquisitions III LLC, a Delaware limited liability company** ("Tenant").

Recitals

WHEREAS, on or about September 17, 2003, Owner and Sprint PCS Assets, L.L.C., a Delaware limited liability company ("Original Tenant") entered into a Site Agreement (the "Agreement"), incorporated herein by this reference, pursuant to which Original Tenant leased a portion of Owner's property (the "Leased Premises") located at 1759 West 17th Street, in the City of Upland, County of San Bernardino, State of California (the "Property"); and,

WHEREAS, Tenant has acquired all of Original Tenant's rights, interests and obligations in the Agreement and in the Leased Premises; and,

WHEREAS, Owner and Tenant now desire to amend the Agreement upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Owner and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
2. Owner and Tenant acknowledge and confirm all of the above Recitals.
3. Owner acknowledges and ratifies all actions taken by Tenant and Tenant's predecessors in interest, including the payment of all types of consideration, prior to the date of this First Amendment and that the Agreement is in full force and effect.
4. The Leased Premises is hereby enlarged in size by 216 square feet (the "Enlarged Leased Premises") as shown on attached Exhibit "A".
5. Tenant shall pay Owner additional rent in the amount of Five Hundred Dollars (\$500) per month ("Additional Rent"), commencing upon the date that construction begins on the Enlarged Leased Premises and continuing for as long as Tenant subleases the Enlarged Leased Premises to an additional telecommunications carrier; provided, however, in no event shall the term of Tenant's sublease to an additional carrier extend beyond the expiration of the Term of the Agreement (as may be extended pursuant to Section 2 of the Agreement).

In connection with the foregoing, Owner and Tenant acknowledge and agree that the Lease Commencement Date occurred on September 17, 2003, and that the initial Term of

the Agreement has been automatically renewed for one (1) Renewal Term pursuant to Section 2 of the Agreement and is currently set to expire on September 17, 2013, unless automatically renewed for up to three (3) additional Renewal Terms as more fully set forth in Section 2 of the Agreement.

6. Owner shall cooperate with Tenant and agrees to execute any necessary applications, documents or materials as may be required or requested by Tenant to obtain building, permitting, zoning or land-use permits or other approvals (hereinafter "Approvals") from all appropriate local, state and/or federal agencies. Owner does hereby authorize Tenant, its agents, employees or representatives, to prepare, file, and submit on behalf of Owner all applications or consents for such Approvals.
7. Owner and Tenant have agreed to modify Tenant's termination rights under the Agreement. Accordingly, Section 11 of the Agreement is hereby deleted in its entirety and substituted in lieu thereof is the following:

"Termination. Notwithstanding any provision contained in this Agreement, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering one-hundred and eighty (180) days prior written notice to Owner."

- 8 The address of Tenant for notices shall be:

Crown Castle International
Attn: E. Blake Hawk, General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

9. Owner and Tenant agree that:
 - (a) Tenant is the current Tenant under the Agreement; the Agreement is in full force and effect; and the Agreement, as amended herein, contains the entire agreement between Owner and Tenant with respect to the Leased Premises and the Enlarged Leased Premises.
 - (b) No default exists under the Agreement on the part of Tenant, and, to Owner's actual knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.
 - (c) Owner is the owner of the fee interest in the Leased Premises and the Enlarged Leased Premises.
 - (d) The individual executing this First Amendment on behalf of Owner is authorized to do so and has the full power to bind Owner.
10. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is

inconsistent with this First Amendment is hereby amended to be consistent.

11. Counterparts/Memorandum. This First Amendment may be executed in counterparts, each of which shall constitute an original instrument. Upon execution of this First Amendment, the parties shall promptly execute a memorandum of the Agreement, as amended herein, in the form and substance of attached Exhibit "B," which instrument may be placed of record.

IN WITNESS WHEREOF, Owner and Tenant have executed this First Amendment as of the date last signed by the parties below.

Owner: **San Antonio Water Company,
a California corporation**

By: 

Printed Name: CHARLES MOORREES

Title: GENERAL MANAGER

Execution Date: 1-07-09

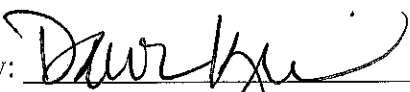
By: _____

Printed Name: _____

Title: _____

Execution Date: _____

Tenant: **STC One LLC,
a Delaware limited liability company
By: Global Signal Acquisitions III LLC,
a Delaware limited liability company,
Its Attorney In Fact**

By: 

Printed Name: Dawn Krein

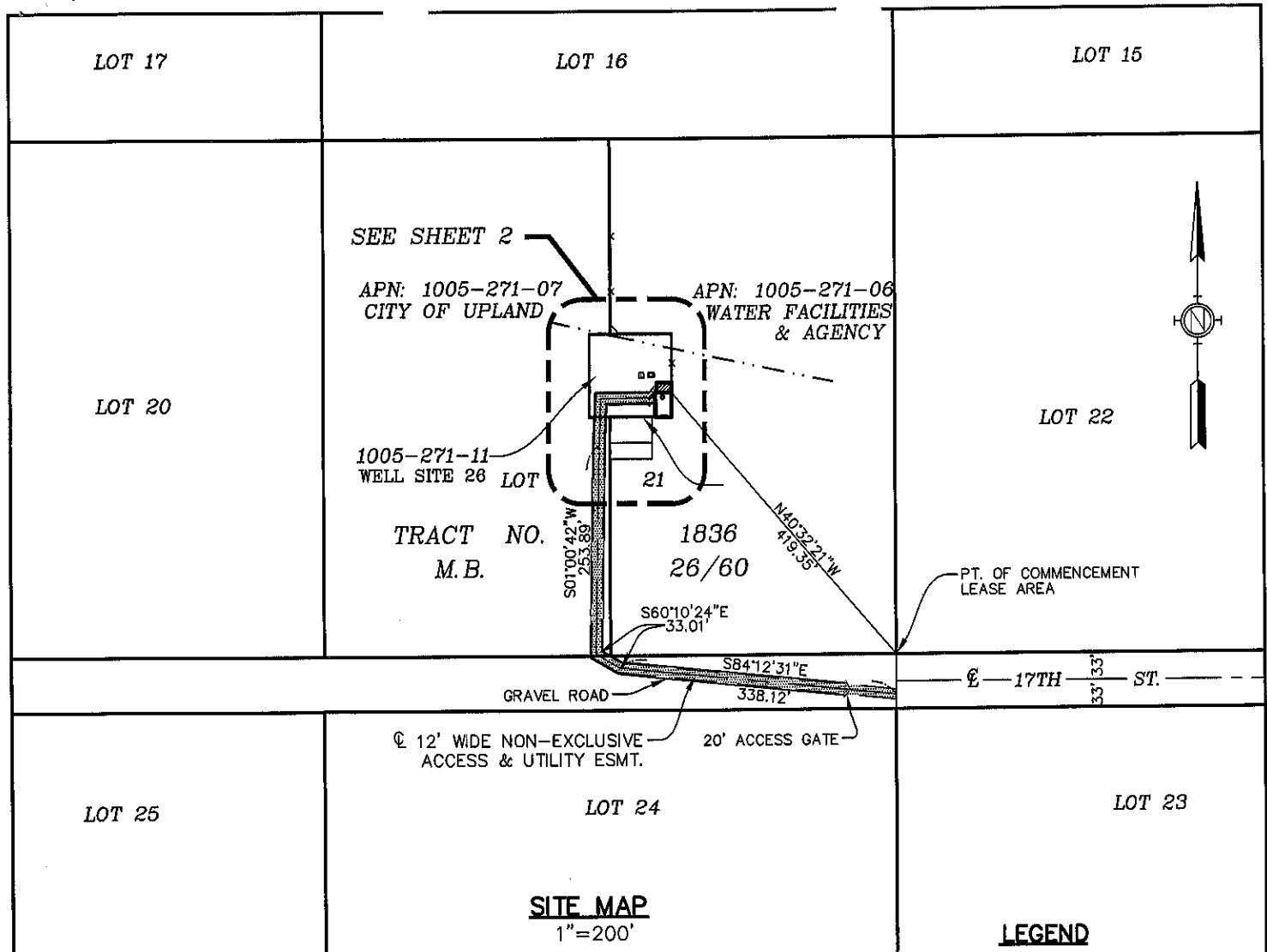
Title: Property Manager

Execution Date: 1/13/09

EXHIBIT "A"

Description of the Enlarged Leased Premises

[to be attached]



SURVEYOR'S CERTIFICATION:

I, Gregory J Smith, Do hereby certify to Crown Castle USA and Stewart Title that this plat, and the information contained hereon, is a true and accurate representation of a survey that was performed by me, or under my direction and that, to the best of my knowledge, all tower improvements are contained within Crown Castle described area, unless shown otherwise.

Smithco Surveying Engineering

Gregory J. Smith
LAND SURVEYOR- L.S. 5511
Date of Survey: 09/10/07
Date of Last Revision: 06/13/08

NOTES

THE INFORMATION SHOWN HEREON IS BASED UPON A FIELD SURVEY AND A COMPILATION OF AVAILABLE RECORD AND TITLE INFORMATION. UNLESS NOTED OTHERWISE, PROPERTY LINES ARE DERIVED FROM RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY. NO TITLE REPORT WAS PROVIDED AT THE TIME OF THE SURVEY. EASEMENT LOCATIONS SHOWN, IF ANY, ARE APPROXIMATE.

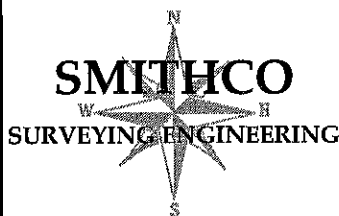
THE SUBJECT PARCEL, SHOWN HERE AS APN 1005-271-11 IS SHOWN INCORRECTLY ON THE COUNTY ASSESSOR'S MAP. IT IS PLOTTED HERE BASED ON A CORRECTIVE QUITCLAIM DEED DATED MAY 12, 2008 FROM THE CITY OF UPLAND TO SAN ANTONIO WATER COMPANY. THE COUNTY ASSESSOR MAY OR MAY NOT CHANGE THE ASSESSOR'S PARCEL NUMBER.

PREPARED FOR:



Western Regional Office
6620 OWENS DR.
PLEASANTON, CA, 94588

TEL: (925) 251-0400 FAX: (925) 251-0421



P.O. BOX 81626 BAKERSFIELD, CA 93380
PHONE: (661) 393-1217 FAX: (661) 393-1218

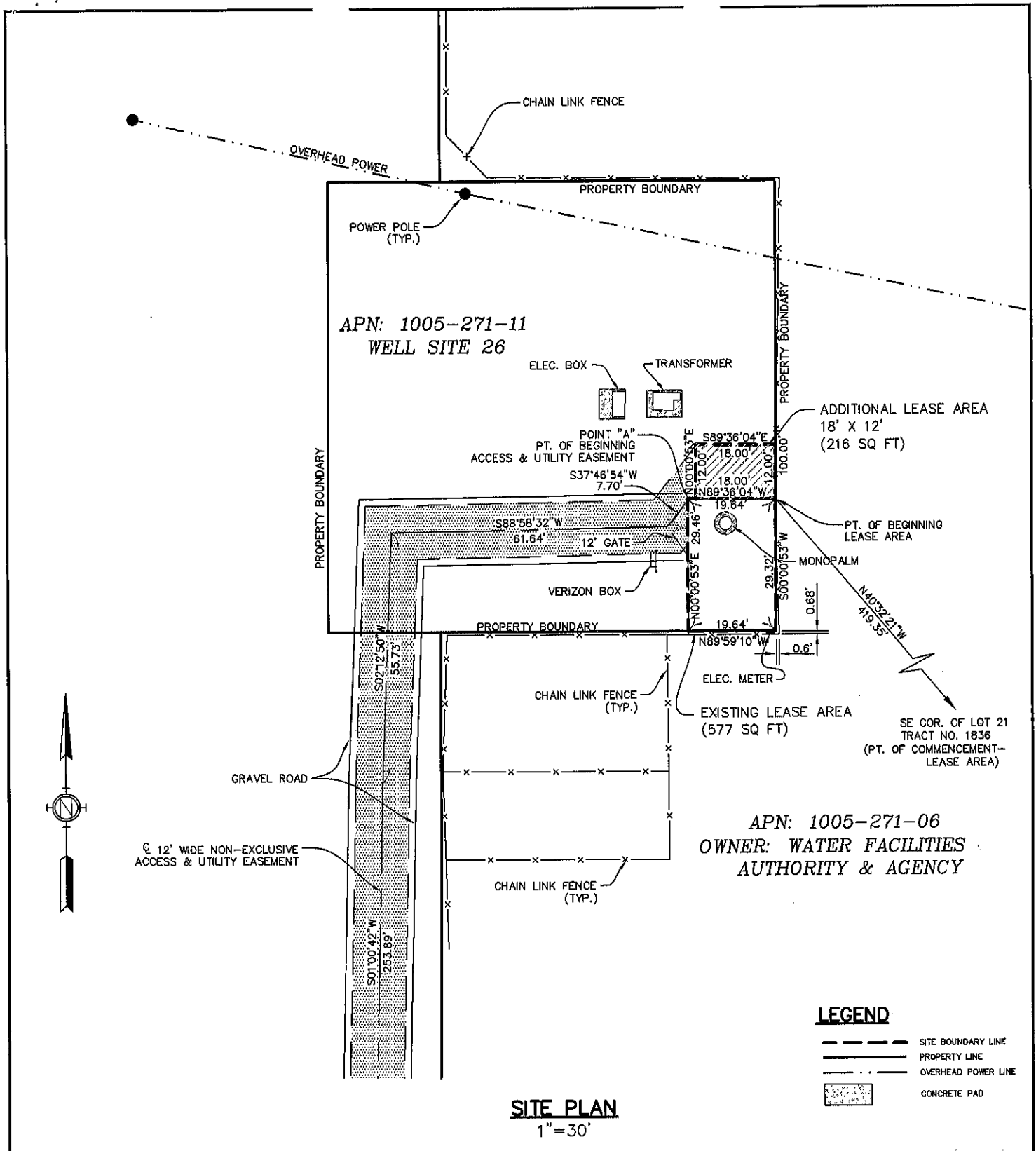
BUN NO.: 880218

SITE NAME: BENSON WATER PLANT

SITE ADDR.: 1813 WEST 17TH STREET
UPLAND, CA, SAN BERNARDINO COUNTY

DATE: 10/16/07 DRAWN BY: DL CHECK BY: PWC

SHEET TITLE: SITE SURVEY SHEET 1 OF 2 #47-244



PREPARED FOR:



Western Regional Office
6620 OWENS DR.

PLEASANTON, CA. 94588
TEL: (925) 251-0400 FAX: (925) 251-0421

SMITHCO
SURVEYING ENGINEERING

P.O. BOX 81626 BAKERSFIELD, CA 93380
PHONE: (661) 393-1217 FAX: (661) 393-1218

BUN NO.: 880218

SITE NAME: BENSON WATER PLANT

SITE ADDR.: 1813 WEST 17TH STREET
UPLAND, CA, SAN BERNARDINO COUNTY

DATE: 10/16/07

DRAWN BY: DL

CHECK BY: PWC

SHEET TITLE: SITE SURVEY

SHEET 2 OF 2

#47-244

In consideration of the mutual promises set forth in this Agreement (“Agreement”), the undersigned lessor (“Lessor”) agrees to amend the Lease, defined below by and between Lessor and STC One LLC, a Delaware limited liability company, by Global Signal Acquisitions III LLC, a Delaware limited liability company, its Attorney In Fact (“Lessee”) on the terms and conditions set forth herein (“Transaction”).

Lessor: <i>San Antonio Water Company, a California corporation</i> BU: 880218	Site Address: 1813 West 17 th Upland, CA 91784 San Bernardino County
Lease Details (“Lease”): <i>Site Agreement dated September 17, 2003, as amended, between Lessor and Lessee for all or a portion of the Lessor’s real property located at the above site address (“Premises”).</i>	
Amendment Terms:	<ul style="list-style-type: none"> • <i>Section 2 of the Site Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a “Renewal Term”), with a final Lease expiration date of September 16, 2028. The Lease will be amended by adding four (4) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be September 16, 2048.</i> • <i>\$5,000.00 Signing Bonus</i>

Lessor understands that closing of the Transaction is subject to Lessee’s discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this _____ day of _____, 2024.

LESSOR: San Antonio Water Company

LESSEE: STC One LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company,
its Attorney in Fact

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

SCHEDULE I**Signing Bonus**

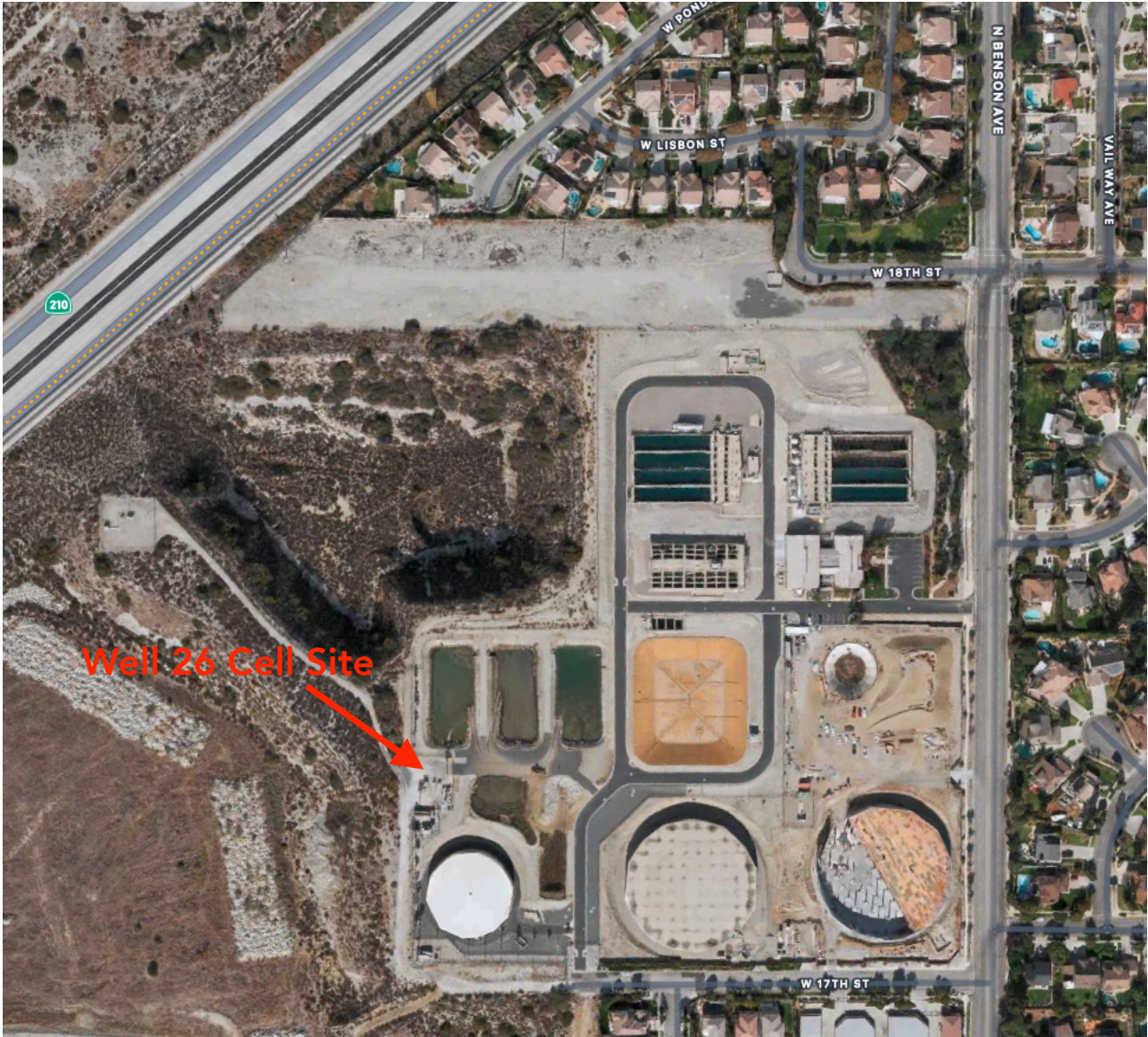
The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of the Lease Amendment (“Conditional Lease Amendment Signing Bonus”). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

No Additional Revisions to Lease

The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.

Lessor Initials: _____

Lessee Initials: _____



Agenda Item No. 10

Title: Annual Shareholder's Meeting – Set Location, Time and Appointment of Inspectors of Election

Purpose:

Appoint Inspectors of Election for the Annual Shareholders meeting scheduled for April 9, 2024.

Issue:

Does the Board wish to appoint Inspectors of Election at this time?

Manager's Recommendation:

Set the meeting for 6pm, April 9th, 2024 to be held in-person at Upland City Hall. Appoint staff to serve as Inspectors.

Background:

Pursuant to the By-laws, the annual meeting of the Shareholders shall be held each year on a date and time designated by the Board of Directors. Directors shall be elected at this time as well as conducting other business transactions as appropriate. There are no director positions up for re-election this year.

Before any meeting of Shareholders, the Board may appoint any persons other than nominees for office to perform duties as inspectors of election. From 2013 to 2019 shareholders performed the duties of the Inspectors of Election. Due to COVID protocol, the shareholder's meeting was held virtually for 2020-2021. Last year the Company went back to in-person meetings. Since 2020 Company staff have served in the capacity of Inspectors of the Election.

Previous Actions:

None

Impact on the Budget:

None