



Appendix A

Water Supply Agreements

RESOLUTION 2023 - 109

RESOLUTION OF THE CITY COUNCIL OF LINCOLN APPROVING A FUNDING AGREEMENT BETWEEN THE CITY OF LINCOLN AND PLACER COUNTY WATER AGENCY FOR CONSTRUCTION OF ADDITIONAL TREATED WATER CAPACITY

WHEREAS, Placer County Water Agency (PCWA) has been planning construction of Ophir Water Treatment Plant (WTP) for more than a decade to meet the growing needs of treated water in the western side of the county; and

WHEREAS, the 2017 Water Master Plan prepared for the City of Lincoln included water management recommendations to support PCWA's decision to design and construct the Ophir Water Treatment Plant. Additionally, the Ophir WTP was identified as a capital program project outside of the city to be completed as necessary to maintain service; and

WHEREAS, current treated water needs, including that of the City of Lincoln, are mostly provided by Foothill WTP in Newcastle; and

WHEREAS, current estimates are that Ophir WTP is needed by 2030 to keep pace with growing demands in both Lincoln and PCWA retail service areas; and

WHEREAS, Lincoln and PCWA have an established history of cooperatively developing treated water infrastructure as the region has grown; and

WHEREAS, the 1998 treated water supply contract has been updated several times, most recently in 2012, which now includes a provision for joint financing of new infrastructure to increase capacity; and

WHEREAS, given the fact that Lincoln and PCWA need Ophir WTP at the same time, and that PCWA anticipates bidding the project in 2025, it is appropriate to take advantage of this contract provision; and

WHEREAS, staff of both parties have negotiated terms for joint financing with two primary objectives: 1) to defray borrowing costs for PCWA and 2) to maximize Lincoln's investment in future capacity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LINCOLN AS FOLLOWS:

Section 1. The City Council hereby approves the attached agreement (Exhibit A) funding construction of additional treated water capacity; and

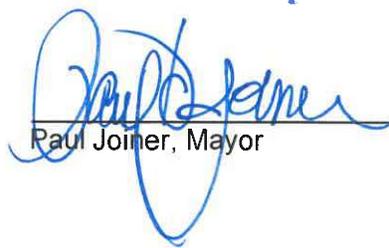
Section 2. The City Manager is hereby authorized to execute the attached agreement hereto and incorporated by this reference, including minor revisions that are in substantial conformance with the agreement on behalf of the City of Lincoln.

PASSED AND ADOPTED this 13th day of June, 2023:

AYES: COUNCILMEMBERS: Karleskint, Andreatta, Lauritsen, Joiner

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS: Brown



Paul Joiner, Mayor

ATTEST:



Gwen Scanlon, City Clerk

FUNDING AGREEMENT BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN FOR CONSTRUCTION OF ADDITIONAL TREATED WATER CAPACITY

This Funding Agreement for Construction of Additional Treated Water Capacity is entered into by and between Placer County Water Agency, a public agency ("PCWA"), and the City of Lincoln, California, a municipal corporation ("Lincoln") (hereafter, the "Funding Agreement" or "Agreement"). PCWA and Lincoln may be collectively referred to as the "Parties," or each individually as a "Party."

Recitals

- A. PCWA is a public agency and the primary water resource agency for Placer County, California, created under the Placer County Water Agency Act, that provides, among other things, retail and wholesale supplies of treated and untreated water to customers throughout the west slope of Placer County.
- B. Lincoln is an incorporated city in Placer County that purchases wholesale treated water from PCWA and operates its own retail water system.
- C. It is currently estimated that both PCWA and Lincoln will need additional treated water capacity by approximately 2030.
- D. PCWA and Lincoln both collect capacity charges from new connections to their respective water systems to pay for the capacity needed when constructing new or expanded infrastructure.
- E. To serve the needs of PCWA and Lincoln, PCWA must construct the first phase of its next major water treatment plant ("WTP"), named Ophir WTP. Phase 1 of the project will create an additional capacity of 10 million gallons per day ("MGD").
- F. Lincoln wishes to use some of its current funds accrued by way of capacity charges to guarantee future capacity from PCWA's Ophir WTP and related infrastructure.
- G. PCWA wishes to minimize the borrowing necessary to fund the construction of Ophir WTP.
- H. Article 6(c) of the "Contract between Placer County Water Agency and City of Lincoln for a Treated Water Supply," dated December 10, 2012 (the "Contract") provides the option for joint financing of new infrastructure to increase capacity.
- I. PCWA is willing to reduce the Water Connection Charge ("WCC") normally applicable to Lincoln based upon the defrayed borrowing costs for Ophir WTP if Lincoln pays for capacity in advance pursuant to the terms of this Agreement.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. **Recitals Incorporated:** The foregoing recitals are true and are incorporated by reference.
- 2. **Purpose:** The purpose of this Agreement is to memorialize the agreement and understanding of the Parties with respect to a partnership that is intended to provide PCWA the funding for construction

of Ophir WTP, to enable PCWA to meet future water delivery obligations in both PCWA and Lincoln service areas, which is contemplated in the Contract.

3. **WCC Currently.** Pursuant to the Contract, Lincoln pays a WCC for “Regulated” Units of Capacity (“UOC”). The current WCC for a UOC of Regulated delivery in 2023 dollars is as follows:

| Component | Amount |
|--------------|-----------------|
| Treatment | \$10,564 |
| Transmission | \$7,829 |
| Planning | \$95 |
| Total | \$18,488 |

4. **The Proposed WCC for Advanced Payment (the “Partner WCC”).** In exchange for Lincoln’s advance payment, PCWA shall reduce the treatment component by twenty-seven percent (27%), resulting in a revised total of \$15,636 in 2023 dollars for the Partner WCC. This percent reduction is the estimated financing cost for Ophir WTP from PCWA’s “Water Connection Charge Cost Study – 2017 Update,” dated March 17, 2017.
5. **Purchased Capacity (the “Partner Capacity”).** The parties agree that the volume of Partner Capacity purchased is variable based upon the amount of advanced payment(s) made by Lincoln and is expressed in UOC and MGD as follows:

| Partner Funding | Partner Capacity | |
|-----------------|------------------|------|
| | UOC | MGD |
| \$35 million | 2,239 | 2.58 |
| \$40 million | 2,558 | 2.94 |
| \$45 million | 2,878 | 3.31 |
| \$50 million | 3,198 | 3.68 |
| \$55 million | 3,518 | 4.05 |

Actual Partner Capacity may be interpolated or extrapolated from the incremental amounts listed.

6. **Terms of Payment.**

- a. Lincoln shall submit an initial payment (“Partner Funding”) by June 30, 2023.
- b. PCWA shall place the Partner Funding in a designated account only used for construction of Ophir WTP.
- c. Partner Funding shall be invested and maintained in accordance with PCWA’s investment policy with the goal of investing at a market rate yield for the limited duration from the date received until the date the funds are needed for the construction contract for Ophir WTP.

- b. One (1) week prior to any recommendation for award of a construction contract to PCWA's board, and within one (1) week after a successful award; and
- c. Within one (1) week after recordation of the Notice of Completion ("NOC") of construction.

11. Partner Capacity Availability. The Partner Capacity will be available upon recordation of the NOC.

12. Rate Adjustment.

- a. The Partner Capacity will be added incrementally to the basis for Lincoln's fixed monthly water rates (fixed charge and renewal and replacement charge) at a rate of 400 UOC per year, effective each January 1 following recordation of the NOC of Ophir WTP, and continue until all Partner Capacity has been added.
- b. If development conditions within the City of Lincoln are such that 400 UOC per year is significantly too high or too low, Lincoln and PCWA may mutually agree to revise this rate by written amendment to this Agreement, to be executed by the City Manager and General Manager.
- c. If Lincoln's actual usage exceeds this incremental increase in capacity, the basis for their fixed monthly water rates will be increased to their actual usage for the year of exceedance and Lincoln will retroactively pay the difference in fixed rates back to January 1.

13. Separate Agreement: Nothing in this Funding Agreement is intended to amend or modify the terms, conditions and obligations of the Contract.

14. No Obligation: The Parties acknowledge and agree nothing in this Agreement requires, or implies that this Agreement is intended to obligate, Lincoln to contribute to Partner Funding beyond its initial contribution.

15. Notices: Any notice to be given under this Agreement shall be provided to those representatives identified in **Exhibit A** and may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by a reputable overnight delivery service; (c) transmission by electronic mail; or (d) personal delivery. Receipt of any notice sent by transmission method (b), (c) or (d) shall be deemed effective upon delivery.

16. Term and Termination:

- a. This Funding Agreement will take effect as of the last date on which both PCWA and Lincoln have executed same, or on such date as PCWA accepts Lincoln's Partner Funding,

whichever occurs first.

b. This Agreement may be mutually terminated by written agreement of both parties. If the Agreement is mutually terminated by the written agreement of both Parties or by operation of law, any balance of Partner Funding contributed by Lincoln, including interest earned thereon, shall be promptly returned to Lincoln.

c. If PCWA, due to no fault of its own, becomes unable to perform construction of the Ophir WTP due to, for example, protracted environmental litigation, passage of prohibitive laws or regulations, or the effects of extended "Acts of God" such as fire, flood, drought, earthquake, war, terrorism, riots, civil disorders, rebellions, revolutions or pandemic, either party may elect to provide sixty (60) days' written notice of termination of this Funding Agreement to the other party. In such case, PCWA shall promptly return any balance of Partner Funding contributed by Lincoln, including interest earned thereon.

- 17. Amendments:** Amendments to this Agreement must be in writing and executed by both Parties.
- 18. Assignment:** The rights and duties of the Parties may not be assigned or delegated without the written consent of the other Party and its respective governing body. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto.
- 19. No Agency:** Each Party understands and agrees that there is no agency or joint venture relationship between the Parties. It is further understood and agreed by the Parties that notwithstanding anything contained herein, the employees of each Party shall continue to be entirely and exclusively under the direction, supervision, and control of the employing Party.
- 20. Responsibility for Costs:** Each Party understands and agrees that any internal, in-house or administrative costs, or expenses incurred by either Party related to that Party's obligations hereunder shall be the sole responsibility of the Party incurring said costs and expenses.
- 21. No Third-Party Beneficiary:** The Parties understand and agree that this Agreement creates rights and obligations solely among the Parties and is not intended to benefit any other party. No provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such third-person as a third-party beneficiary of this Agreement or any of its items or conditions, or otherwise give rise to any cause of action in any person not a Party hereto.
- 22. Governing Law and Venue:** This Agreement shall be governed by the laws of the State of California. Any action brought on any claims founded on this Agreement shall be brought in the Superior Court of Placer County.

- 23. No Conflict:** Nothing in this Agreement is intended to conflict with current law, regulations, or policy. Further, nothing in this Agreement is intended to restrict the authority of either Party to act as provided by law or regulation, or to restrict either Party from enforcing any laws or regulations within its authority or jurisdiction.
- 24. Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, but only to the extent that the intent of the Parties can be effectuated without the provision or provisions held invalid, void, or unenforceable.
- 25. No Waiver:** The waiver by any Party to this Agreement of any requirements, condition, or provision of this Agreement shall not be deemed a waiver of any subsequent breach of that or any other requirement, condition or provision.
- 26. Signatories' Authority:** The Parties represent that the undersigned individuals executing this Agreement are fully authorized to do so by law or other appropriate instrument and to bind the Parties to the obligations set forth herein.
- 27. Counterparts:** The Parties agree this Agreement may be executed and delivered in counterparts which, when taken together, shall constitute a fully-executed Agreement. In addition, this Agreement may be executed via electronic transmission and any such electronic signature shall be deemed to be an original signature.
- 28. Entire Agreement:** This instrument and any attachments hereto constitute the entire Agreement between the Parties concerning the subject matter hereof.
- 29. Interpretation.** The Parties agree and acknowledge they have each had the equal opportunity to review the terms and conditions of this Agreement, enter into the Agreement freely, and that no law governing interpretation of the provisions of the Agreement in favor or against the drafter or either Party is enforceable.

The foregoing is hereby agreed to by the Parties as of the date executed below.

PLACER COUNTY WATER AGENCY

By: _____
 Name:
 Title:

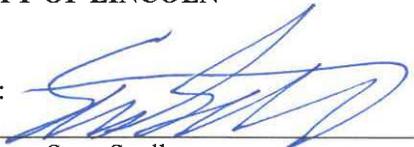
Date: _____

ATTEST

By: _____
 Name:
 Title:

Date: _____

CITY OF LINCOLN

By: 

Name: Sean Scully
Title: City Manager

Date: 6/20/23

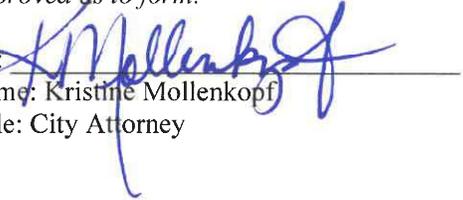
ATTEST

By: 

Name: Gwen Scanlon
Title: City Clerk

Date: 6/20/2023

Approved as to form:

By: 

Name: Kristine Mollenkopf
Title: City Attorney

Date: 6.15.23

Exhibit A

Placer County Water Agency and City of Lincoln Representatives for Notice

PCWA:

General Manager
Placer County Water Agency (PCWA)
P.O. Box 6570
Auburn, CA 95604
Office: (530) 823-4860

Lincoln:

City Manager
City of Lincoln
600 6th Street
Lincoln, CA 95648
Office: (916) 434-2490

**MEMORANDUM OF AGREEMENT
BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN
FOR METERING FACILITIES KNOWN AS
LINCOLN METERING STATIONS NO. 1 & 2 AND RELATED FACILITIES**

This Memorandum of Agreement (“MOA”) for shared use and mutual responsibilities with respect to Lincoln Metering Stations Number 1 and 2, and Lincoln Water Tanks Number 1 and 3, and facilities related or connected to these facilities (collectively referred to as “Facilities” or individually “Facility”), is entered into by and among the City of Lincoln (“LINCOLN”) and the Placer County Water Agency, a public agency (“AGENCY”) and will take effect as of the date on which both LINCOLN and the AGENCY have executed this MOA. LINCOLN and the AGENCY may be collectively referred to as the “Parties,” or each individually as a “Party.” Additional defined terms are set forth in Section 3 under “Agreement,” below.

RECITALS

- A. WHEREAS, LINCOLN and the AGENCY previously entered into a “Contract Between Placer County Water Agency and City of Lincoln for a Treated Water Supply,” dated December 10, 2012 (“2012 Contract”), that describes delivery entitlements, operations and locations of purchased water from the AGENCY to LINCOLN.
- B. WHEREAS, on October 17, 2013, the Parties entered into “Facilities Agreement No. 2521,” subsequently amended September 16, 2016, and December 13, 2018 (“FA 2521”), which provides for the construction, funding and operation of the “Lincoln-Penryn Phase 3 Pipeline and Metering Station Project” (also known as “Lincoln Metering Station 2”).
- C. WHEREAS, each Party owns and operates certain facilities which are interdependent with or on the other Party’s facilities.
- D. WHEREAS, the Parties also require regular access between their facilities, across properties owned by or under the control of the other Party.
- E. WHEREAS, the Parties now desire to delineate shared use and mutual responsibilities with respect to various facilities.

AGREEMENT

NOW, THEREFORE, IT IS AGREED as follows:

- 1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated by reference.
- 2. **PURPOSE.** The purpose of this MOA is to memorialize the Parties’ responsibilities and obligations upon completion of construction contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in the 2012 Contract. The focus includes identifying shared site access, maintenance of shared access, easements and shared fiber optic conduits.
- 3. **DEFINITIONS.** When used in this MOA, the following terms shall have the meanings set forth below:

- a. Assessor's Parcel Number ("APN"): APN at the time of execution of this MOA. APNs are listed for reference to subject parcels of land in the attached exhibits but, as they are subject to change by the Placer County Assessor's Office, they should not be considered the primary reference information for purposes of this MOA.
- b. Caperton Canal: Raw water conveyance canal owned, operated and maintained by the AGENCY under pre-existing rights. LINCOLN is providing a defined easement to the AGENCY concurrent with the execution of this MOA.
- c. Lincoln Metering Station 1 ("LMS1"): Treated water metering facility owned and maintained by the AGENCY as granted in document 2000-0059693, a grant deed recorded August 16, 2000 in Placer County Official Records. The boundaries of the AGENCY and LINCOLN's treated water facilities for LMS1 are depicted on Attachment A, attached hereto and incorporated by reference.
- d. Lincoln Metering Station 2 ("LMS2"): Also known as "Twelve Bridges Metering Station," this is a treated water metering facility owned and maintained by the AGENCY. Currently the metering station is located on a portion of LINCOLN's Lot 301. LINCOLN shall grant this portion of Lot 301 to the AGENCY via grant deed upon the execution of this MOA. The boundaries of the AGENCY and LINCOLN's treated water facilities for LMS2 are depicted on Attachment B, attached hereto and incorporated by reference.
- e. Lot A: A public utility easement dedicated on Final Map No. 2003-156 Verdera Large Lot Subdivision, recorded in Book Z of Maps, Page 32, Placer County Official Records (attached hereto as Attachment C), and is described as being "...for the installation and maintenance of water, gas, sewer and drainage pipes, and for poles and overhead and underground wires and conduits for electric, television, and telephone services, traffic control appurtenances together with any and all appurtenances pertaining thereto on, over, under and across Lots "A" and "B". Lot A is commonly known as the Camino Verdera road right-of-way.
- f. Lot 301: Site of LINCOLN's Tank #3 ("LT3") and future Tank #4, and shown in Book Z Maps at Page 32. This lot is owned and maintained by LINCOLN.
- g. Lot 502: Shown in Book Z Maps at Page 32, this lot is owned and maintained by the Verdera Community Association, not a party to this MOA.
- h. Lot 503: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.
- i. Lot 504: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.
- j. Lot 512: Shown in Book Z Maps at Page 32, this lot is owned and maintained by LINCOLN.
- k. R-20: A 0.2-acre parcel of land granted to LINCOLN by Ridgeview Land Ventures, LLC in document 2017-0072626, Placer County Official Records, via a grant deed recorded September 20, 2017, being a portion of Lot R-20 Bickford Ranch Large Lot Subdivision, recorded in Book BB of Maps, at Page 77.

- l. Joint Use Amenities: Facilities that are jointly used by the Parties or connect one Party's facility to the other Party's facility. Particular Joint Use Amenities and associated shared uses are described in Sections 4, 5, 6, and 7 of this MOA.
- m. Lincoln Tank #1 ("LT1"): Lincoln Tank No. 1 is a five (5)-million-gallon tank, owned and maintained by LINCOLN, sited on a portion of Lot 512, APN 337-012-041, adjacent to LMS1.
- n. Lincoln Tank Site #3 ("LT3"): Lincoln Tank No. 3 is a five (5)-million-gallon tank, owned and maintained by LINCOLN, sited on Lot 301 immediately adjacent to LMS2.
- o. Twelve Bridges Drive Shared Access: An approximate twenty-foot (20')-wide gravel access road benefitting both LINCOLN and the AGENCY providing access to LT3 and LMS2, respectively, beginning near the intersection of Twelve Bridges Drive and Camino Verdera and traversing across Lots 502, 503 and 301, generally following LINCOLN's 36-inch pipeline as shown on Attachment D, attached hereto and incorporated by reference. Twelve Bridges Drive Shared Access road surface is a combination of gravel and paved road surfaces at the connections to Camino Verdera and at the entrances into the tank and metering station sites. Ownership of this access road varies by lot, as indicated in Attachment D.
- p. Whitney Reservoir: Raw water reservoir owned and maintained by the AGENCY, depicted in Record of Survey Book 11 at Page 042, Placer County Official Records.
- q. Whitney Reservoir Shared Access: FA 2521 included the construction of an access road that connects LMS1 and LMS2, as well as LT1 and LT3. This access road passes over four LINCOLN-owned parcels (Lots 301, R-20, 504, 512) and through the AGENCY's Whitney Reservoir site. Whitney Reservoir Shared Access road surface is primarily gravel with paving near the LMS2 site and traverses various LINCOLN-owned properties as well as the AGENCY-owned Whitney Reservoir site as depicted on Attachment E, attached hereto and incorporated by reference.

4. PROPERTIES AND RIGHTS-OF-WAY.

In addition to the ownership and access rights described under Section 3, Definitions, various easements exist which impact the properties referenced in this MOA. These easements are as follows:

- a. Caperton Canal: A twenty-foot (20')-wide easement shall be granted by LINCOLN to benefit the AGENCY that traverses Lot 301 and Lot 504 as depicted on Attachment F. This easement is a requirement of FA 2521 and shall be granted concurrent with the execution of this MOA. Said easement is intended to serve the operation, maintenance and perpetuation of the use of the Caperton Canal. Associated access will generally follow the constructed gravel road alignment, which deviates from the canal easement and may change over time. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

- b. Water Transmission Pipeline and Fiber Optics (“WTPFO easement”): This easement shall be granted by LINCOLN to benefit the AGENCY over portions of Lot 512, Lot 504, and Lot 301 for a water transmission pipeline and fiber optics conduit as depicted on Attachment G. This easement is a requirement of FA 2521 and shall be granted concurrent with the execution of this MOA. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.
 - c. Camino Verdera Access and Waterline Easement: Lot A, also known as Camino Verdera, is a roadway that benefits LINCOLN and the AGENCY shall be granted by Verdera Community Association, and provides access through various parcels within the Verdera Large Lot Subdivision and was dedicated in Book Z Maps, Page 032. In addition, this reference includes a twenty foot (20’)-wide waterline easement, traversing Lot 502, that benefits LINCOLN and was recorded in Book 511 Page 372, Placer County Official Records.
 - d. Telemetry Easement: This easement benefits the AGENCY and traverses the easterly portion of Lot 512 for telemetry systems. Recorded in Document 1997-0035561, Placer County Official Records.
5. **USAGE RIGHTS – ROADWAYS AND GATES.** Due to the interdependent nature of the water systems of the Parties, each Party acknowledges that it may, from time to time, need to enter, cross over, or pass through the other Party’s facilities or property to access its own facilities or property for operations and maintenance purposes. Facilities requiring such operations and maintenance include: (i) communications and equipment controls-related facilities for the interactive operation of metering facilities, (ii) water storage tanks, and (iii) water transmission pipelines. Access to facilities shall be allowed by each Party as set forth in this section and with adequate notifications pursuant to Articles 8.g. and 13.b.

As a result of this need for access, the Parties agree that access shall be provided with respect to the below facilities and properties as follows:

- a. **General:**
 - i. LINCOLN and the AGENCY shall maintain twenty-four (24)-hour access, three hundred sixty-five (365) days a year, to enter, cross over, or pass through all access routes covered by this MOA.
 - ii. Notwithstanding Section 5.a.i., access into the other Party’s structures or within fences surrounding that Party’s facilities must be requested and shall only be granted upon prior approval by the other Party.
 - iii. Where costs to resurface an access road is shared, surfacing material and limits shall be negotiated in good faith by the Parties.

b. Twelve Bridges Drive Shared Access:

- i. The AGENCY and LINCOLN require continuous, daily use of the Twelve Bridges Drive access road, which traverses properties owned by LINCOLN and Verdera Community Association. See Attachment D.
- ii. Recognizing that the route of the road crossing parcels owned by LINCOLN may be modified from time to time, LINCOLN hereby grants the AGENCY access rights along the road.
- iii. Parties each anticipate receiving a dedicated easement over that portion of the road traversing Lot 502, owned by Verdera Community Association. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.
- iv. There are three (3) LINCOLN-owned, manual gates to enter various sections of the access road. Locks shall be installed on each gate and LINCOLN shall allow the AGENCY to also install its own locks, such that each lock will work independent of one another to open the gate. Users other than the AGENCY and LINCOLN that may be provided access by LINCOLN may include the Verdera Homeowners' Association ("Verdera HOA") and other AGENCY water customers with turnouts on the properties covered by this MOA.

c. Whitney Reservoir Shared Access:

- i. The AGENCY and LINCOLN require continuous, daily use of the Whitney Reservoir Shared Access, which traverses properties owned by LINCOLN and the AGENCY.
- ii. In general, this access follows the WTPFO easement; although, the access road may meander away from the pipeline easement as needed, and from time to time (see Attachment E, attached hereto and incorporated by reference). LINCOLN grants the AGENCY access rights along the road, to the extent such access is not covered by the WTPFO easement.
- iii. There are two (2) LINCOLN-owned gates that control access at each end of this roadway, as well as two (2) intermediate gates located at the Whitney Reservoir site that are AGENCY-owned and maintained. Locks shall be installed on each LINCOLN-owned gate as described in Article 5(b)(iii) and shall be used so that each Party is able to independently open the gate. Gate access will be limited to the AGENCY and LINCOLN. See 5.c.vi below for access through the two AGENCY-owned gates.
- iv. Due to the vulnerability of the Whitney Reservoir site, LINCOLN's access across Whitney Reservoir shall be limited to driving between LT1 and LT3 sites for routine operations and in-house maintenance activities. LINCOLN staff typically performs daily maintenance using a full-size, highway-legal pick-up truck not exceeding a one (1)-ton capacity. A Right-of-Entry Agreement, substantially in the

form of those attached hereto as Attachment K, shall be recorded after this MOA is fully executed by the Parties.

- v. LINCOLN may use the site more or less often than described in the preceding paragraph, or with alternate vehicles as the AGENCY acknowledges that such equipment shall change from time to time over the term of this MOA; however, such modifications shall remain restricted to "routine operations and maintenance activities." More specifically, LINCOLN shall not use the access route for construction equipment without additional permission and insurance requirements as stipulated by AGENCY.
- vi. Conditions and Restrictions:
 1. While the AGENCY's intent is to provide LINCOLN with a permanent access route with respect to Whitney Reservoir, the AGENCY has an obligation to protect the water supply and therefore LINCOLN's failure to strictly follow any of the conditions and restrictions set forth herein may result in termination of LINCOLN's access to and across Whitney Reservoir.
 2. LINCOLN shall use the primary shared access road across the northwesterly portion of the Whitney Reservoir site, as the road is currently established. If the northwesterly road is not passable, LINCOLN shall have the right to use the secondary shared access road southeasterly of the Whitney Reservoir until such time as the primary northwesterly access road becomes passable. These two roads are depicted in Attachment E, attached hereto and incorporated by reference.
 3. LINCOLN's employee(s) shall close and lock all gates after passing through the gates. Under no circumstances shall any of the gates be left open or be "false-" or "dummy-locked."
 4. The Whitney Reservoir site is protected by a security alarm system and such system is owned and maintained by the AGENCY. In the event that LINCOLN has obtained AGENCY approval to access the Whitney Reservoir site, the AGENCY will provide LINCOLN with an access code to disarm and re-alarm the system. This code shall not be shared with any person or persons not directly employed by LINCOLN, including any third-party vendor, contractor, or any other person or entity not employed by LINCOLN.
 5. LINCOLN shall be responsible for setting any alarms upon leaving the Whitney Reservoir site and securing the site each time LINCOLN accesses it, using the safety and security measures then in use by the AGENCY. Safety and security systems may change from time-to-time and the

AGENCY shall promptly communicate such changes to LINCOLN when they occur.

6. LINCOLN shall not perform any work on AGENCY property without written authorization from the AGENCY.
7. LINCOLN shall immediately notify the AGENCY of any damage to AGENCY property or structures.
8. AGENCY maintains the road in a passable condition for its use only. If LINCOLN desires to make additional improvements to the road, such improvements shall be at LINCOLN's sole cost and expense and shall be made only after receiving written authorization from the AGENCY.

d. Metering Station Bypass Road:

- i. Access for this paved road, which is used by LINCOLN and the AGENCY to bypass the LMS2 site for day-to-day operations by both LINCOLN and the AGENCY, is on LINCOLN property as depicted on Attachment D.
- ii. There is one (1) LINCOLN-owned gate that controls said access. Locks shall be installed on this gate as described in Article 5(b)(iii) shall be used so that each Party is able to independently open the gate. Gate access will be limited to the AGENCY and LINCOLN. Users other than the AGENCY and LINCOLN that may be provided access by LINCOLN may include the Verdera HOA and other AGENCY water customers with turnouts on the properties covered by this MOA.

e. LMS1 Site:

- i. The sliding gates that provide access to this property are AGENCY-owned and operated and LINCOLN is not anticipated to require independent, keyed access.
- ii. In the event that LINCOLN requires access to the site, LINCOLN shall coordinate such access with the AGENCY and an AGENCY representative will accompany LINCOLN's representative to provide site access.

f. LMS2 Site:

- i. The automatic gates that provide access to this property are AGENCY-owned and operated and LINCOLN is not anticipated to require independent, keyed access.
- ii. In the event that LINCOLN requires access to the site, LINCOLN shall coordinate such access with the AGENCY and an AGENCY representative will accompany LINCOLN's representative to provide site access.

6. **USAGE RIGHTS – UTILITIES.** The Parties also acknowledge that they may, from time to time, need to utilize or pass through or upon the other Party's facilities or property for the operation and maintenance of its own facility-related utilities. Such operations and maintenance include: (i) raw water facilities for service, (ii) communications- and electrical-related facilities for the interactive

operation of metering facilities and tanks, and (iii) various drainage and sewer facilities for proper operation. Facility usage shall be allowed by each Party as set forth in this section and with adequate notifications pursuant to Articles 8.g. and 13.b.

As a result of this need for access, the Parties agree that usage rights shall be provided with respect to the below facilities and properties as follows:

a. Raw Water:

- i. Caperton Canal Turnouts/Raw Water Service Lines: Certain AGENCY raw water service pipelines from the Caperton Canal are known to traverse LINCOLN-owned parcels to serve adjacent properties and LINCOLN; however, the exact locations of services pipelines are not known by LINCOLN or the AGENCY. The AGENCY's responsibility for these raw water services terminates at the turnouts (see Attachment H for turnout locations) and the AGENCY bears no responsibility for the raw water services beyond the turnouts. Each raw water customer owns and is responsible for the operation and maintenance of its raw water service pipeline. There are currently ten (10) known raw water service customers with locations that require private pipelines to traverse LINCOLN-owned parcels.

The AGENCY will direct impacted raw water customers to contact LINCOLN's Public Works Department at (916) 434-245 for maintenance and repair access. LINCOLN agrees that it will coordinate separately with said raw water customers if the customer locations and/or land rights need to be addressed in the future.

LINCOLN acknowledges and agrees that the AGENCY may modify or add/remove customers and may modify diversions on canals such as the Caperton Canal. Any changes to privately-owned pipelines associated with customers and easements are the responsibility of the customer and LINCOLN agrees that, to the extent feasible, it shall not endeavor to restrict new easements, installation of new private lines, or maintenance of existing private lines.

- ii. Canal Spill Facilities: The AGENCY has existing spill facilities upon the Caperton Canal which have been used historically by the AGENCY to manage flows within the canal (see Attachment H, attached hereto and incorporated by reference).

A spill easement is granted per document number 98-0070888 recorded on September 3, 1998, for a spill (a.k.a. North Spill) located at the northeast portion of the Whitney Reservoir site. An additional spill easement, memorializing prescribed rights, for a spill (a.k.a. Spill #10) at approximate PCWA Caperton Canal Station 505+26, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

This MOA is not intended to change or modify the AGENCY's right to perpetuate the use of those spill facilities, including the ability to spill water onto and across LINCOLN lands in a responsible and managed fashion as needed for canal operations.

b. Communication & Low Voltage:

- i. Fiber Optic Communications: AGENCY-owned fiber optic conduits and pull boxes run along the transmission pipeline alignment extending from LMS1/LT1 to LMS2/LT3. The Parties agree to shared use of one (1) four-inch (4") diameter conduit containing three color-coordinated 1-1/4" innerducts. The AGENCY will have sole ownership of the orange and blue innerducts, and LINCOLN will have sole ownership of the red innerduct.

LINCOLN shall be responsible to pay one-third (1/3) of the installation costs and one-third (1/3) of the maintenance costs for those fiber-optic facilities described in this Section 6.b.i. and as depicted on Attachment G.

ii. Signal Wiring:

1. Communication wiring via shared conduits exists between the LMS1 and LT1 sites and between the LMS2 and LT3 sites. It is also anticipated that similar wiring will be installed between LT3 and a future adjoining fourth tank that will be owned and maintained by LINCOLN.
2. Level Transducers and Signal Wires (LMS2 to LT3): Redundant tank level transducers on LT3 and related signal wires exist between the AGENCY's LMS2 control panel and LINCOLN's LT3 control panels that allow for the sharing of operating data of the respective control systems between the Parties. Access to the separately owned control panels for both Parties is intended to be maintained and perpetuated. The Parties acknowledge that the data provided pursuant to this paragraph is for informational purposes only and its reliability is not guaranteed. Accordingly, the Parties agree that each Party will be held harmless for the data shared with the other Party.
3. Telephone: To the extent that the AGENCY determines that telephone communications facilities are required for the AGENCY's operation of LMS2, LINCOLN agrees that it will cooperate with the AGENCY and communications providers to allow for installation, maintenance and operation of telecommunication facilities over and upon Lots 301 and 503 as necessary to meet the AGENCY's needs.

iii. Low Voltage (Electricity):

1. Pacific Gas & Electric ("PG&E") electric service to LMS2: A PG&E electric meter and an individual 240v-400A sub-meter pedestal providing service to the AGENCY for LMS2 is located at on Parcel 337-012-001 as depicted on Attachment I. The AGENCY shall own and maintain the service for operation of LMS2. A dedicated four-inch (4") electrical conduit from the sub-meter pedestal traverses over sections of Lots 301, APN 337-070-033 and APN 337-012-001 to meet the electrical service needs of the

AGENCY's LMS2. LINCOLN agrees that it will cooperate with the AGENCY and PG&E to allow for the maintenance and operation of electrical service facilities over and upon Lots 301 and Parcels 337-070-033 and 337-012-001. Easement deeds with legal descriptions and plats maps for this easement, substantially in the form of those attached hereto as Attachment J, shall be recorded after this MOA is fully executed by the Parties.

2. Future 480v: See Section 7.b.ii.

- c. Drainage (surface, subsurface): The LMS1 and LMS2 facilities generate storm water runoff that drains onto Lots 512 and 301. Storm drainage lines extend from the LMS2 building and site and flow to LINCOLN property. LINCOLN agrees that it shall allow and not impede the perpetuated use of surface and subsurface drainage from both sites.
- d. Sewer: LINCOLN's sewer system provides service to both the LT3 drinking water sampling station and to LMS2 for sewage and "grey water". A LINCOLN-owned two-inch (2") force main conveys wastewater west from a LINCOLN-owned and operated pump station near LT3 to a gravity sanitary sewer manhole at Bella Circle. LMS2 has a sewage lateral connecting to a LINCOLN-owned sewer manhole immediately adjacent to LT3 as depicted on Attachment B. The AGENCY's LMS2 sewer connection constitutes a commercial sewer service and will be subject to on-going LINCOLN sewer services fees.

7. SPECIAL CONDITIONS.

a. Landscaping:

- i. Landscape Plantings: The landscape plantings installed on portions of Lot 301 in the immediate vicinity of LMS2 for screening purposes, are owned by LINCOLN and will be monitored and maintained by LINCOLN for the initial five (5)-year plant establishment period. Thereafter, LINCOLN will maintain this area to a standard as determined by the City.
- ii. Irrigation Systems (five [5]-year establishment): The irrigation systems installed with and in the immediate vicinity of LMS2, including the easterly slope area alongside the AGENCY parcel, shall be owned and maintained by LINCOLN and are intended to be necessary only for the initial five (5)-year plant establishment period for the landscape plantings. It is anticipated that irrigation will be terminated after the plant establishment period is complete, as determined by LINCOLN.

Irrigation water is provided from LINCOLN's unregulated water main (already metered by AGENCY).

- iii. Slope Maintenance: LINCOLN will maintain fill or cut slopes and retaining structures along Twelve Bridges Drive Shared Access road and within the immediate vicinity of that portion of Lot 301 deeded to the AGENCY and where

LMS2 is located. No grading shall occur along fill or cut slopes without the written consent of both Parties.

iv. Fencing: Fencing and gate maintenance and repair is the sole responsibility of the Party that owns the fencing. For ease of reference, such ownership at the time of execution of this MOA is as follows:

1. LMS1 site: AGENCY
2. LMS2 site: AGENCY
3. Lot 502: Verdera Homeowners Association
4. Tank 1 Site: LINCOLN
5. Tanks 3 & 4 Site: LINCOLN
6. Twelve Bridges Access roads: LINCOLN
7. Whitney Reservoir: AGENCY

b. Future accommodations:

- i. Future 60" treated water from Ophir: The AGENCY has plans for a future water pipeline from Ophir Road to LMS2. Some provisions have been made in the planning of these future facilities regarding LMS2, but specific accommodation, conditions, easements and design requirements of the pipeline are not yet defined or contemplated in this MOA.
- ii. Hydroelectric Generation at LMS2: LINCOLN will cooperate with the AGENCY and any partnered electrical utilities to make reasonable accommodation for future installation, maintenance and operation of electrical transmission facilities over and upon the adjacent LINCOLN properties as needed for electrical transmission facilities necessary for the envisioned future hydroelectric generation plant at LMS2. Planning and implementation of such facilities will be subject to LINCOLN review and approval.

8. RESPONSIBILITIES OF THE PARTIES.

- a. Unless otherwise noted, each Party shall be responsible for all maintenance, operation and replacement of facilities identified herein as solely owned by each Party.
- b. Neither Party shall perform any construction or make any modifications that will impact the other Party's accessibility as described herein without prior written approval from the other Party.
- c. Each Party is solely responsible to repair any damage caused by that Party to the other Party's facilities, outside of normal wear and tear. Such repairs shall restore the damaged facility to as good as or better than its condition prior to the damage and shall be to the satisfaction of the Party sustaining such damage.

- i. In order to perform the repairs outlined herein, the Party that caused the damage may choose to either utilize its own internal staff to make such repairs or retain outside services when deemed necessary or appropriate.
 - ii. With the exception of damage by LINCOLN to the Whitney Reservoir site, the damaged Party shall allow the damaging Party sufficient and reasonable time to budget for such repairs (including obtaining bids and/or Board approval, if necessary) and then to perform same. Damage by LINCOLN to the Whitney Reservoir site shall be repaired immediately by LINCOLN.
 - iii. In the event that the damaging Party does not perform such repairs in a reasonable amount of time, then the damaged Party reserves the right to make the necessary repairs itself upon notice to the damaging Party, and the damaging Party shall reimburse the other Party for all time and materials required to make repairs and subject to submission of an invoice and receipts.
- d. Each Party shall be responsible for the cost of operation and maintenance of the gates owned by that Party.
- e. The cost of all access road maintenance shall be shared equally between the AGENCY and LINCOLN unless otherwise noted.
 - i. Cost-sharing maintenance activities shall generally consist of the width of the access road, and include preventative pavement maintenance, re-surfacing, regrading and conditioning of the gravel surfacing.
 - ii. Non-cost sharing items shall generally consist of managing vegetation that may be impeding the use of the access road on the respective Party's property.
 - iii. Each Party shall be responsible for performing the maintenance on that Party's respective property. Each Party may perform maintenance on the other Party's facility with written consent.
 - iv. Nothing in this section precludes a Party from requesting reimbursement of maintenance costs from third parties. Any such reimbursements shall be applied to the total cost of maintenance first, with the remaining cost thereafter divided between the Parties.
 - v. Prior to the commencement of any shared cost activity, Parties shall mutually agree upon scope and budget for cost sharing purposes.
 - vi. Parties shall allow sufficient and reasonable time to budget for such cost-share activities (including obtaining bids and/or Board approval, if necessary)
- f. Where there will be an impact to use or access of the Joint Use Amenities, each Party shall provide either written or personal notice to the other Party as follows:
 - i. Emergency: Notice shall be provided as soon as practicable, but no later than forty-eight (48) hours to the other Party. Where emergency maintenance or

repairs need to be made immediately to avoid loss or damage, no advance notice is required.

- ii. Use of LMS1 or LMS2: When LINCOLN requires use of LMS1 or LMS2, LINCOLN shall provide seventy-two (72) hours' notice to the AGENCY.
- iii. Tank site access: When AGENCY requires access to a LINCOLN tank site, the AGENCY shall provide seventy-two (72) hours' notice to LINCOLN.
- iv. Construction: The Party performing construction shall provide six (6) months' notice to the other Party prior to the commencement of construction having potential to impact access or operations of the other Party pursuant to this Agreement so that the other Party can plan accordingly and determine alternate access where necessary.
- v. Maintenance: The maintaining Party shall provide thirty (30) days' notice to the other Party prior to performing maintenance work on or within the properties described in this Agreement.
- vi. Invoicing: Each Party shall submit invoices for work as it is performed, but at a minimum of once a quarter (if any such statements exist). Such statements, if determined to be correct and approved by the receiving Party, shall be paid within forty-five (45) days of their receipt. The receiving Party will advise as soon as practicable in the event an invoice is disputed. The Parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

9. INDEMNIFICATION.

- a. The AGENCY agrees to save harmless and indemnify LINCOLN from any liability, claim or demand which may be made by any person resulting from the negligence of the AGENCY in the performance of its responsibilities under this MOA, and further agrees, at its own cost and expense, to defend any action which may be brought against LINCOLN resulting from such negligence of the AGENCY upon request from LINCOLN, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of LINCOLN in its performance of the terms of this MOA.
- b. LINCOLN agrees to save harmless and indemnify the AGENCY from any liability, claim or demand which may be made by any person resulting from the negligence of LINCOLN in the performance of its responsibilities under this MOA, and further agrees, at its own cost and expense, to defend any action which may be brought against the AGENCY resulting from such negligence of LINCOLN upon the request from the AGENCY, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of the AGENCY in its performance of the terms of this MOA.

10. INSURANCE. Each Party shall procure and maintain, at each Party's own expense and until all obligations under this MOA have been discharged, sufficient insurance coverage to ensure its liabilities under this MOA and provide coverage against claims for injury to persons or damages to property which may arise from or in connection with the performance of services or activities under this MOA by the insured Party, its agents, representatives, employees, or subcontractors. Such insurance shall include all coverage reasonable and customary to be procured and maintained for such work and/or required by applicable law, including but not limited to, workers' compensation, comprehensive general liability (including contractual liability and completed operations coverage), commercial automobile liability, errors and omissions, and excess umbrella liability. Self-insurance complies with the requirements of this section.

11. ASSIGNMENT. Except as otherwise provided in this MOA, the rights and duties of the Parties may not be assigned without the written consent of the Parties to this MOA and their respective governing bodies. Subject to the foregoing, this MOA will inure to the benefit of, and be binding on, the successors and assigns of the Parties hereto.

12. TERM. This MOA will remain in full force and effect until terminated in writing by both Parties upon thirty (30) days' prior written notice. In the event that this MOA is terminated, each Party shall fulfill access and ownership obligations, including the provision of any related easements (for example, allowing access to LMS2), incurred under this MOA prior to the effective date of termination. With the exception of the fulfillment of such outstanding obligations, upon termination the additional benefits of Joint Use Amenities afforded herein shall also terminate.

13. MISCELLANEOUS TERMS.

- a. Related Agreements. This MOA is wholly separate and is not intended to modify or supersede the conditions of FA 2521 or the 2012 Contract.
- b. Notices. All notices that are required either expressly or by implication to be given by any party to the other under this MOA shall only be signed by authorized representatives of the notifying party.

All notices to Parties required by this MOA shall be hand-delivered, mailed U.S. first class postage prepaid, or over-night mailed to the following addresses:

City of Lincoln
City Manager
600 6th Street
Lincoln, CA 95648

Placer County Water Agency
General Manager
P.O. Box 6570
Auburn, CA 95604

If agreed upon by both Parties in writing, notice via email, return receipt, for the notice types set forth in Section 8.g. will be considered sufficient notice for same.

- c. Rights and Responsibilities. The Parties hereby agree and acknowledge that, except as otherwise set forth in this MOA, the Parties retain full use and enjoyment of their respective facilities.

- d. Amendment of MOA. This MOA may be amended only in writing upon approval by both Parties' respective governing bodies.
- e. Addition of Parties. Upon written approval by all of the Parties respective governing bodies, the Parties may approve the addition of a new party to the MOA and any terms or conditions related to the new party's addition. The terms and conditions applicable to a joining party shall be set forth in an amendment to this MOA, executed by all Parties and the joining party.
- f. Remedies. The use by either Party of any remedy specified for the enforcement of this MOA is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.
- g. Choice of Law. This MOA shall be governed by the laws of the State of California. Venue for any action to enforce the terms of this MOA shall be in Placer County, California. The Parties each waive any federal court removal and/or jurisdictional rights they may have.
- h. Severability. If one or more clauses, sentences, paragraphs or provisions of this MOA is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the MOA shall not be affected thereby and will continue in full force and effect, but only to the extent that the intent of the Parties can be effectuated without the provision(s) held unlawful, invalid or unenforceable. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- i. Good Faith Resolution. Without limiting any rights or remedies of either Party under this MOA, in the event that, at any time during the term of this MOA, a disagreement, dispute, controversy or claim should arise out of or relating to the interpretation of this MOA, or performance by a party under this MOA, or a breach of this MOA by a Party, or any claim by a Party that any provision of this MOA is invalid ("Dispute", or collectively "Disputes"), one Party shall give written notice to the other Party that a Dispute exists and the Parties will then attempt in good faith to resolve such Dispute through negotiation. If the Parties cannot resolve the disputed matter within thirty (30) days after such notice, then either Party shall be free to submit the Dispute to mediation as provided in the next paragraph.

In recognition of the negative consequences associated with disputes both in terms of lost time and expense to all Parties, the Parties agree to attempt to settle their disputes by good-faith, non-binding mediation as a condition precedent to the institution of legal proceedings by either Party. Request for mediation shall be filed in writing with the other Party to this MOA and with the American Arbitration Association. If mediation would jeopardize the substantive rights of either Party including, but not limited to, the application of any applicable statute of limitations or other timing requirement, then such Party may proceed to enforce such rights notwithstanding this mediation requirement and mediation will be required during the dispute resolution process to the extent it may be used without jeopardizing the substantive rights of either Party. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Placer County, California unless another location is mutually agreed upon.

- j. Headings. The section headings used in this MOA are intended for convenience only and shall not be used in interpreting this MOA or in determining any of the rights or obligations of the Parties to this MOA.
- k. No Third-Party Beneficiaries. The Parties understand and agree that this MOA creates rights and obligations solely between the Parties and is not intended to benefit any other party. No provision of this MOA shall in any way inure to the benefit of any third person so as to constitute any such third person as a third-party beneficiary of this MOA or any of its items of conditions, or otherwise give rise to any cause of action in any person not a party hereto.
- l. Reasonable Cooperation; No AGENCY Relationship. The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this MOA, and to carry out the purpose and intent of this MOA; provided that each Party understands and agrees that there is no AGENCY or joint venture relationship between the Parties, and no Party is authorized to act for or on behalf of any other Party except as expressly authorized under this MOA.
- m. Construction and Interpretation. This MOA is entered into freely and voluntarily. This MOA has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this MOA.
- n. Waiver. The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this MOA will not be deemed a waiver with respect to any other default or matter.
- o. Allocation of Liabilities. The Parties expressly agree that the debts, liabilities and obligations of each Party shall remain the debts, liabilities and obligations of that Party and shall not be the debts, liabilities and obligations of the other Party.
- p. Counterparts. The Parties hereto agree that this MOA may be executed and delivered in counterparts which, when taken together, shall constitute a fully executed MOA. In addition, this MOA may be executed via electronic pdf transmission and any such pdf signature shall be deemed to be an original signature.

The foregoing is hereby agreed to by the Parties.

IN WITNESS THEREOF, the Parties have executed this MOA as of the dates written below.

ATTEST:


Clerk, Board of Directors
Placer County Water AGENCY
P.O. Box 6570
Auburn, California 95604

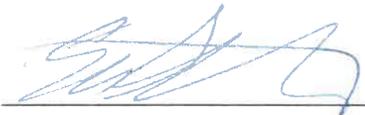
PLACER COUNTY WATER AGENCY

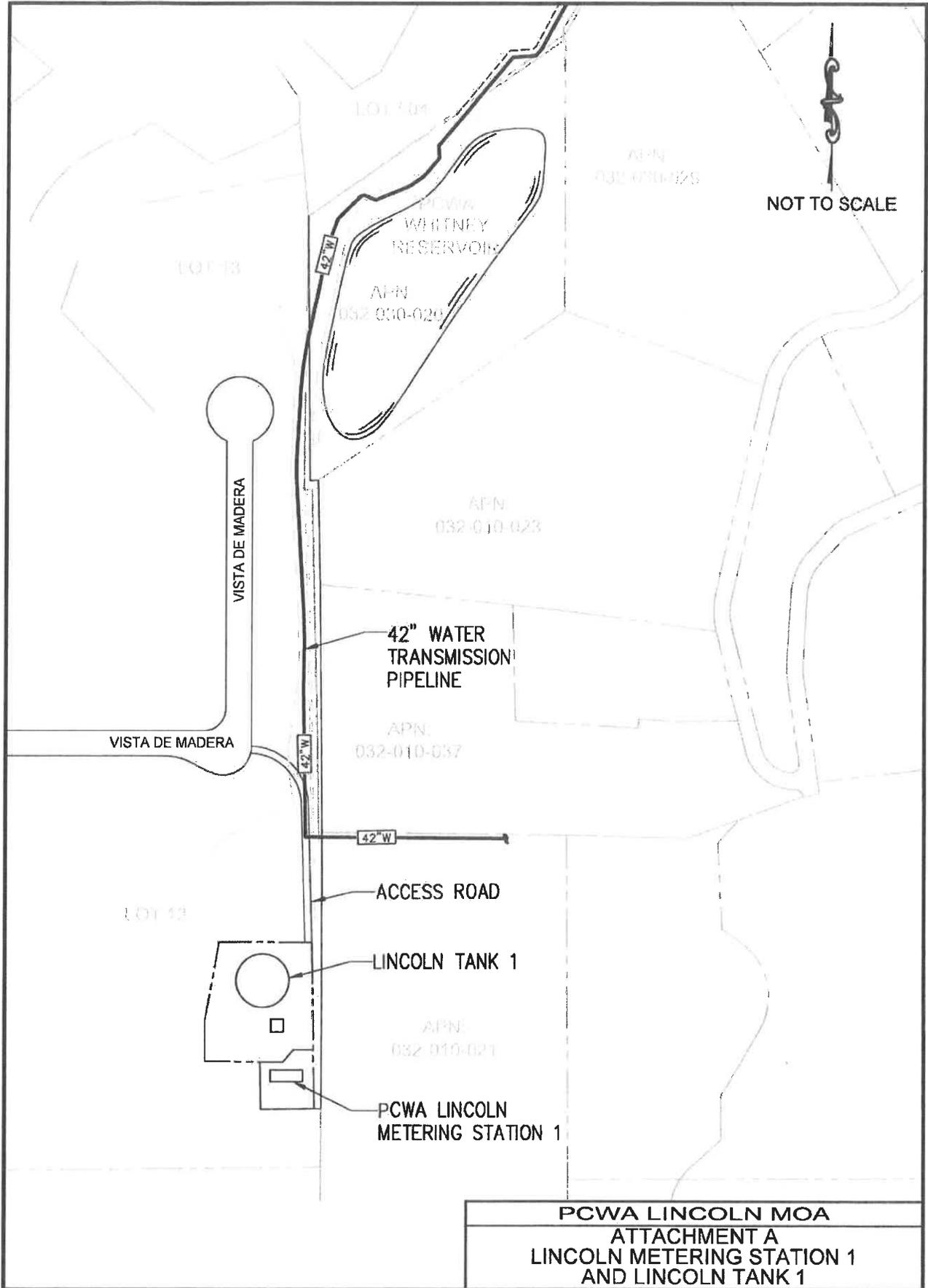

Chairman of the Board

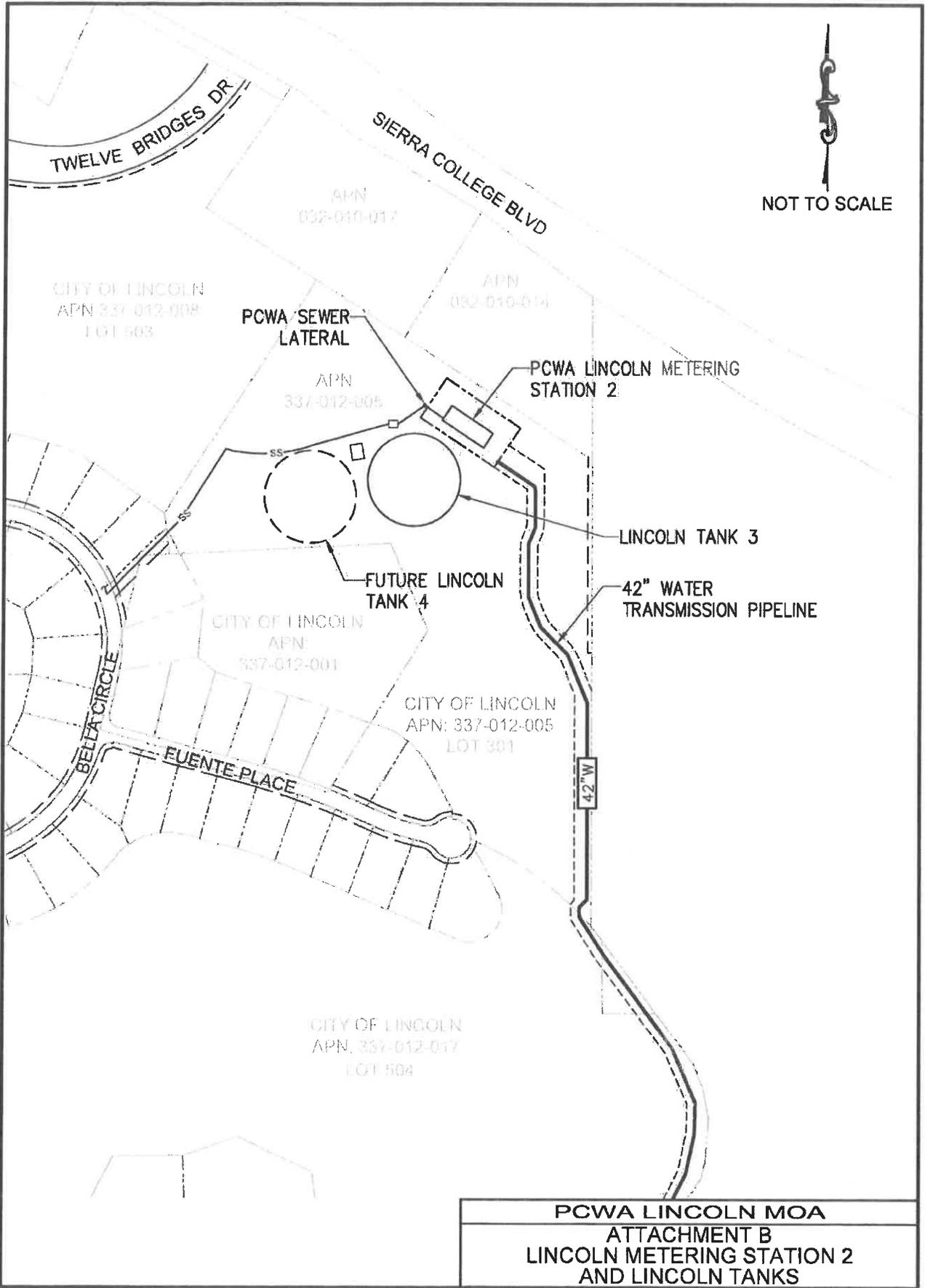
ATTEST:


City Clerk
City of Lincoln
600 Sixth Street
Lincoln, California 95648

CITY OF LINCOLN


Sean Scully, City Manager






 NOT TO SCALE

PCWA LINCOLN MOA
ATTACHMENT B
LINCOLN METERING STATION 2
AND LINCOLN TANKS

B & Z TR, LLC.
A CALIFORNIA UNITED LIABILITY COMPANY, MANAGING MEMBER
BY: B & Z INVESTMENTS, LLC.
A CALIFORNIA UNITED LIABILITY COMPANY

BY: [Signature]
CHRISTOPHER R. STEELE
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT
DATED OCTOBER 27, 1994, MEMBER

NOTARY STATEMENT
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON September 1, 2003, BEFORE ME, Kimberly H. Robinson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
BRYAN B. LIU AND JAMES H. KURUBAN
PERSONALLY KNOWN TO ME OR I PROMISED 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
FREE AND VOLUNTARY CONSCIOUSNESS AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY STATEMENT
STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
ON September 1, 2003, BEFORE ME, Kimberly H. Robinson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
BRYAN B. LIU AND JAMES H. KURUBAN
PERSONALLY KNOWN TO ME OR I PROMISED 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
FREE AND VOLUNTARY CONSCIOUSNESS AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL:

BY: [Signature] Kimberly H. Robinson
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT
DATED OCTOBER 27, 1994, MEMBER
MY PRINCIPAL PLACE OF BUSINESS IS: Sacramento COUNTY, CALIFORNIA
MY COMMISSION NO. IS: 1424471 AND EXPIRES: June 14, 2007



TRUSTEE'S STATEMENT
NORTH AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER A
TRUST AGREEMENT DATED AUGUST 19, 2003, PER DOCUMENT NUMBER 2003-0140229, OFFICIAL
RECORDS OF THE COUNTY OF PLACER, AND AS TRUSTEE UNDER A DEED OF
TRUST RECORDED ON AUGUST 19, 2003, PER DOCUMENT NUMBER 2003-0140229, OFFICIAL
RECORDS OF THE COUNTY OF PLACER, HEREBY CONSENTS TO THE PREPARATION AND
FILING OF THIS MAP IN THE RECORDS OF THE COUNTY OF PLACER.

BY: [Signature] Mark Samba
TITL: [Signature] Marc Samba
TITL: [Signature] Marc Samba

FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION
BEING A REVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF
THE "TWELVE BRIDGES LARGE LOT SUBDIVISION" MAP RECORDED IN "V" OF MAPS
AT PAGE 31, PLACER COUNTY RECORDS, AND ALL OF PARCELS "A" AND "C" AS
DESCRIBED IN DOCUMENT NO. 2003-03345 OF REC. AND ALSO BEING A PORTION
OF SECTION 29, 30, & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST,
MOUNT Diablo MERIDIAN.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA
AUGUST 2003
MACKAY & SOMPS
1819 15th ST.
SACRAMENTO, CALIFORNIA 95811
Sheet 2 of 10 18208-1L

CERTIFICATE FOR DEDICATION

- A) SUBDIVIDER DEDICATING PROPERTY:
B & Z TR, LLC
5000 TWELVE BRIDGES DRIVE
SACRAMENTO, CALIFORNIA 95819
B) DESCRIPTION OF PROPERTY BEING DEDICATED:
TWELVE BRIDGES DRIVE
(ADDITIONAL RIGHT-OF-WAY ALONG NORTHERLY SIDE OF LOT 503)
C) PUBLIC AGENCY STATEMENT:
PURSUANT TO SECTION 66473.5 OF THE SUBDIVISION MAP ACT
THAT UPON DETERMINATION THAT THE FOLLOWING
PROPERTY IS BEING DEDICATED TO THE PUBLIC FOR THE
PURPOSE FOR WHICH THE PROPERTY DESCRIBED IN (B) ABOVE IS
RECOVERED TO THE SUBDIVIDER, NAMED IN (A) ABOVE, ALL
PROPERTY THAT IS REQUIRED FOR THE SAME PUBLIC PURPOSE

TRUSTEE'S ACKNOWLEDGMENT
STATE OF CALIFORNIA
COUNTY OF Placer
ON Sept 19, 2003, BEFORE ME, Mary Samba
PERSONALLY APPEARING, Mary Samba
PERSONALLY KNOWN TO ME OR I PROMISED 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
FREE AND VOLUNTARY CONSCIOUSNESS AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF
WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND

BY: [Signature] Mary Samba
TITL: [Signature] Mary Samba
TITL: [Signature] Mary Samba
MY COMMISSION NO. 1319333
AND EXPIRES: Nov. 19, 2005

CAITA VERDERA-GOLF COURSE, LLC.
A CALIFORNIA UNITED LIABILITY COMPANY

BY: [Signature] Christopher R. Steele
CHRISTOPHER R. STEELE
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT
DATED JUNE 22, 1994, MEMBER

NOTARY STATEMENT
STATE OF CALIFORNIA
COUNTY OF Placer
ON September 9, 2003, BEFORE ME, John W. Gibson
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Christopher R. Steele
PERSONALLY KNOWN TO ME OR I PROMISED 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
FREE AND VOLUNTARY CONSCIOUSNESS AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL:

BY: [Signature] John W. Gibson
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT
DATED JUNE 22, 1994, MEMBER
MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA
MY COMMISSION NO. IS: 1234678 AND EXPIRES: September 16, 2003

CAITA VERDERA-VILLAGE 13, LLC.
A CALIFORNIA UNITED LIABILITY COMPANY
BY: CESTB PARTNERS, LLC.
A CALIFORNIA UNITED LIABILITY COMPANY, MANAGING MEMBER

BY: [Signature] Christopher R. Steele
CHRISTOPHER R. STEELE
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT
DATED JUNE 22, 1994, MEMBER

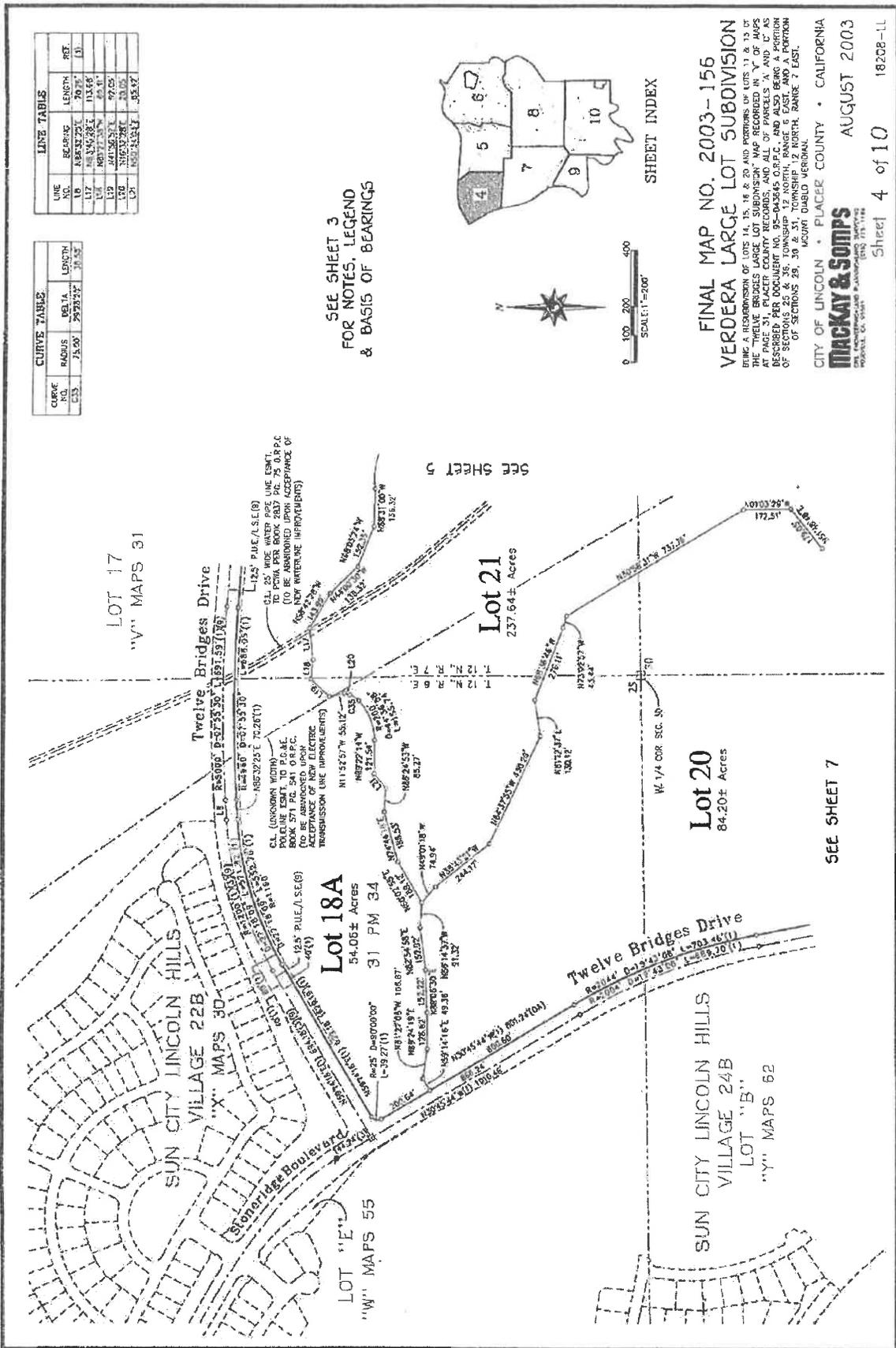
NOTARY STATEMENT
STATE OF CALIFORNIA
COUNTY OF Placer
ON September 9, 2003, BEFORE ME, John W. Gibson
PERSONALLY APPEARING, Christopher R. Steele
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Christopher R. Steele
PERSONALLY KNOWN TO ME OR I PROMISED TO ME ON THE BASIS OF SATISFACTORY
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
FREE AND VOLUNTARY CONSCIOUSNESS AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL:

BY: [Signature] John W. Gibson
CO-TRUSTEE OF THE STEELE 1994 FAMILY TRUST, UNDER TRUST AGREEMENT
DATED JUNE 22, 1994, MEMBER
MY PRINCIPAL PLACE OF BUSINESS IS: Placer COUNTY, CALIFORNIA
MY COMMISSION NO. IS: 1234678 AND EXPIRES: September 16, 2003

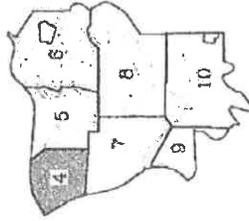
| CURVE TABLE | | |
|-------------|--------|----------|
| CURVE NO. | RADIUS | DELTA |
| 1 | 74.00 | 79.2833° |
| 2 | | 30.52 |

| LINE TABLE | | | |
|------------|--------------|--------|------|
| LINE NO. | BEARING | LENGTH | REF. |
| 1 | S83°22'21" W | 79.28 | 17 |
| 2 | N89°17'55" E | 69.41 | |
| 3 | S41°56'37" E | 97.05 | |
| 4 | S76°13'28" E | 23.05 | |
| 5 | N82°43'54" E | 35.52 | |

LOT 17
"V" MAPS 31



SEE SHEET 3
FOR NOTES, LEGEND
& BASIS OF BEARINGS



SHEET INDEX



FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

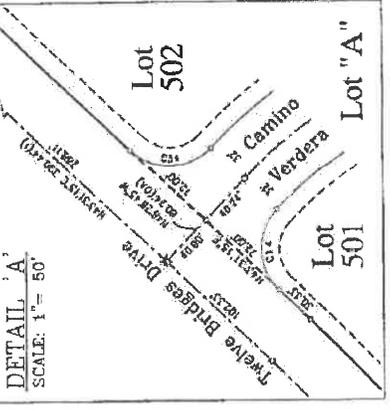
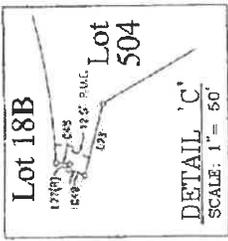
BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 17 & 19 OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND ALSO BEING A PORTION OF SECTION 25 & 26, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT Diablo REGIONAL.

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA
MACKAY & SOMPS
REGISTERED PROFESSIONAL LAND SURVEYORS (REG. 71517) (REG. 71518)
AUGUST 2003
Sheet 4 of 10 18208-LI

SEE SHEET 7

| LINE | BEARING | LENGTH |
|------|-------------|----------|
| L1 | N75°00'00"W | 100.00' |
| L2 | S75°00'00"W | 100.00' |
| L3 | N15°00'00"E | 57.7350' |
| L4 | S15°00'00"W | 57.7350' |
| L5 | N45°00'00"E | 57.7350' |
| L6 | S45°00'00"W | 57.7350' |
| L7 | N75°00'00"W | 57.7350' |
| L8 | S75°00'00"W | 57.7350' |
| L9 | N15°00'00"E | 57.7350' |
| L10 | S15°00'00"W | 57.7350' |
| L11 | N45°00'00"E | 57.7350' |
| L12 | S45°00'00"W | 57.7350' |
| L13 | N75°00'00"W | 57.7350' |
| L14 | S75°00'00"W | 57.7350' |
| L15 | N15°00'00"E | 57.7350' |
| L16 | S15°00'00"W | 57.7350' |
| L17 | N45°00'00"E | 57.7350' |
| L18 | S45°00'00"W | 57.7350' |
| L19 | N75°00'00"W | 57.7350' |
| L20 | S75°00'00"W | 57.7350' |

| CURVE | CHORD | DELTA | AREA | PERIM |
|-------|---------|-----------|----------|---------|
| C1 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C2 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C3 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C4 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C5 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C6 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C7 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C8 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C9 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C10 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C11 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C12 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C13 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C14 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C15 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C16 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C17 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C18 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C19 | 100.00' | 90°00'00" | 7853.98' | 314.16' |
| C20 | 100.00' | 90°00'00" | 7853.98' | 314.16' |



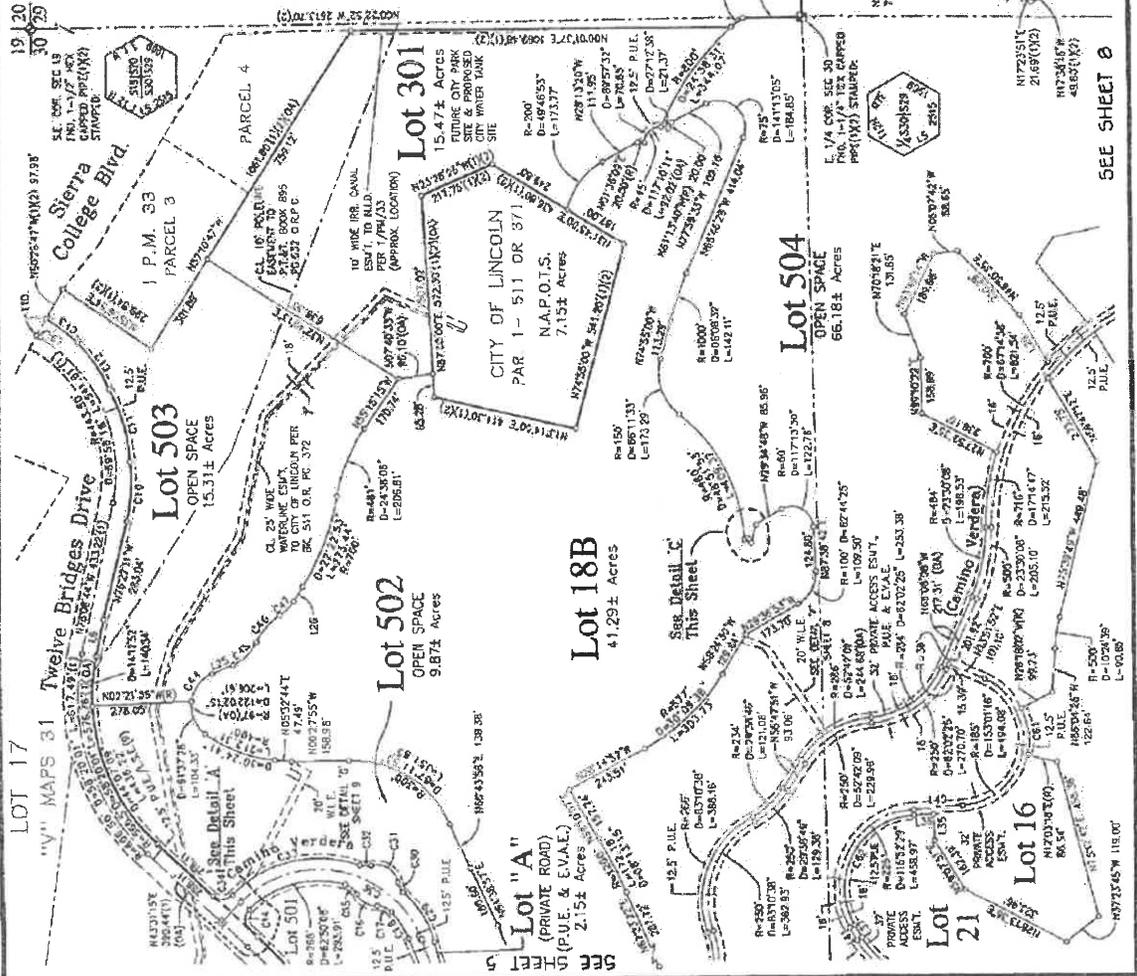
SHEET INDEX

SEE SHEET 3 FOR NOTES, LEGEND & BASIS OF BEARINGS

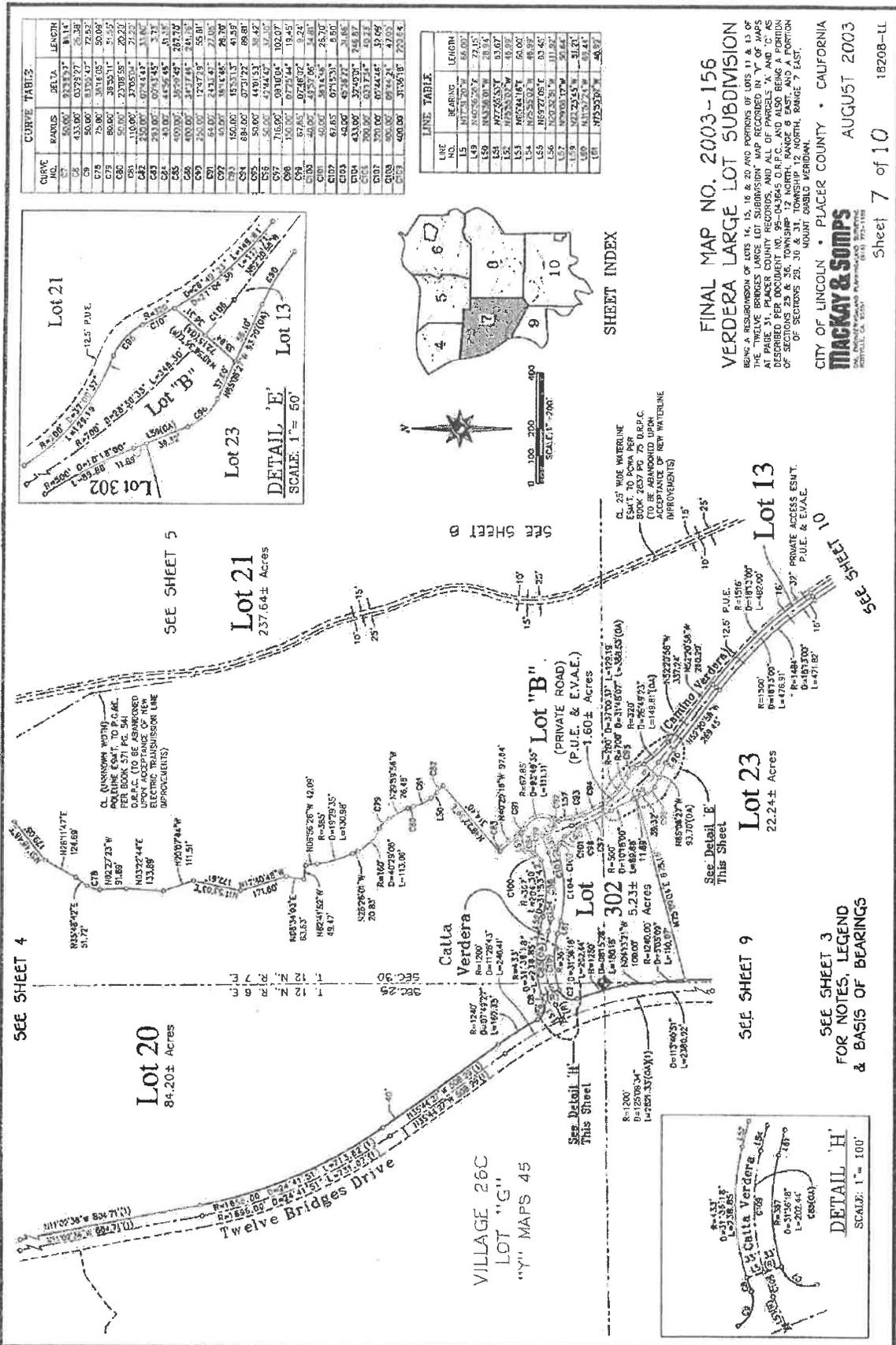
FINAL MAP NO. 2003-156

VERDERA LARGE LOT SUBDIVISION

CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA
 MACKAY & SOMPS
 AUGUST 2003
 Sheet 6 of 10 18208-LL



SEE SHEET 8



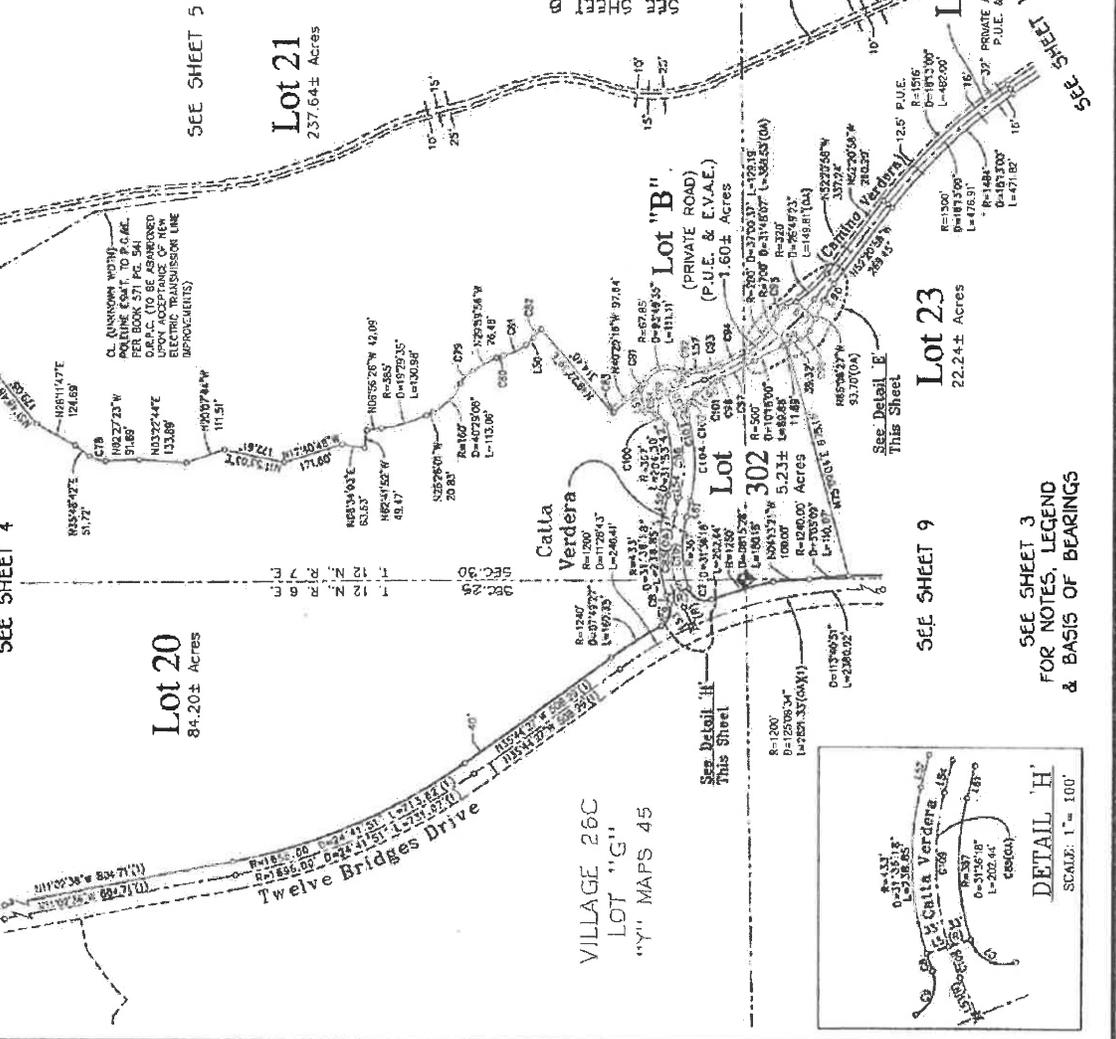
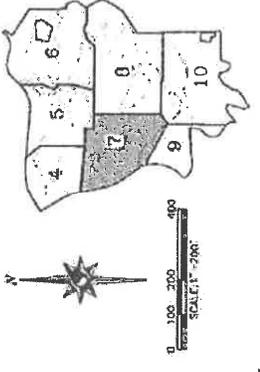
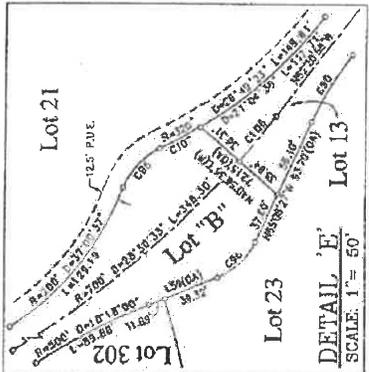
CURVE TABLE

| CURVE NO. | BEARINGS | LENGTH |
|-----------|----------|--------|
| C1 | 43.00° | 12.51 |
| C2 | 43.00° | 12.51 |
| C3 | 43.00° | 12.51 |
| C4 | 43.00° | 12.51 |
| C5 | 43.00° | 12.51 |
| C6 | 43.00° | 12.51 |
| C7 | 43.00° | 12.51 |
| C8 | 43.00° | 12.51 |
| C9 | 43.00° | 12.51 |
| C10 | 43.00° | 12.51 |
| C11 | 43.00° | 12.51 |
| C12 | 43.00° | 12.51 |
| C13 | 43.00° | 12.51 |
| C14 | 43.00° | 12.51 |
| C15 | 43.00° | 12.51 |
| C16 | 43.00° | 12.51 |
| C17 | 43.00° | 12.51 |
| C18 | 43.00° | 12.51 |
| C19 | 43.00° | 12.51 |
| C20 | 43.00° | 12.51 |
| C21 | 43.00° | 12.51 |
| C22 | 43.00° | 12.51 |
| C23 | 43.00° | 12.51 |
| C24 | 43.00° | 12.51 |
| C25 | 43.00° | 12.51 |
| C26 | 43.00° | 12.51 |
| C27 | 43.00° | 12.51 |
| C28 | 43.00° | 12.51 |
| C29 | 43.00° | 12.51 |
| C30 | 43.00° | 12.51 |
| C31 | 43.00° | 12.51 |
| C32 | 43.00° | 12.51 |
| C33 | 43.00° | 12.51 |
| C34 | 43.00° | 12.51 |
| C35 | 43.00° | 12.51 |
| C36 | 43.00° | 12.51 |
| C37 | 43.00° | 12.51 |
| C38 | 43.00° | 12.51 |
| C39 | 43.00° | 12.51 |
| C40 | 43.00° | 12.51 |
| C41 | 43.00° | 12.51 |
| C42 | 43.00° | 12.51 |
| C43 | 43.00° | 12.51 |
| C44 | 43.00° | 12.51 |
| C45 | 43.00° | 12.51 |
| C46 | 43.00° | 12.51 |
| C47 | 43.00° | 12.51 |
| C48 | 43.00° | 12.51 |
| C49 | 43.00° | 12.51 |
| C50 | 43.00° | 12.51 |
| C51 | 43.00° | 12.51 |
| C52 | 43.00° | 12.51 |
| C53 | 43.00° | 12.51 |
| C54 | 43.00° | 12.51 |
| C55 | 43.00° | 12.51 |
| C56 | 43.00° | 12.51 |
| C57 | 43.00° | 12.51 |
| C58 | 43.00° | 12.51 |
| C59 | 43.00° | 12.51 |
| C60 | 43.00° | 12.51 |
| C61 | 43.00° | 12.51 |
| C62 | 43.00° | 12.51 |
| C63 | 43.00° | 12.51 |
| C64 | 43.00° | 12.51 |
| C65 | 43.00° | 12.51 |
| C66 | 43.00° | 12.51 |
| C67 | 43.00° | 12.51 |
| C68 | 43.00° | 12.51 |
| C69 | 43.00° | 12.51 |
| C70 | 43.00° | 12.51 |
| C71 | 43.00° | 12.51 |
| C72 | 43.00° | 12.51 |
| C73 | 43.00° | 12.51 |
| C74 | 43.00° | 12.51 |
| C75 | 43.00° | 12.51 |
| C76 | 43.00° | 12.51 |
| C77 | 43.00° | 12.51 |
| C78 | 43.00° | 12.51 |
| C79 | 43.00° | 12.51 |
| C80 | 43.00° | 12.51 |
| C81 | 43.00° | 12.51 |
| C82 | 43.00° | 12.51 |
| C83 | 43.00° | 12.51 |
| C84 | 43.00° | 12.51 |
| C85 | 43.00° | 12.51 |
| C86 | 43.00° | 12.51 |
| C87 | 43.00° | 12.51 |
| C88 | 43.00° | 12.51 |
| C89 | 43.00° | 12.51 |
| C90 | 43.00° | 12.51 |
| C91 | 43.00° | 12.51 |
| C92 | 43.00° | 12.51 |
| C93 | 43.00° | 12.51 |
| C94 | 43.00° | 12.51 |
| C95 | 43.00° | 12.51 |
| C96 | 43.00° | 12.51 |
| C97 | 43.00° | 12.51 |
| C98 | 43.00° | 12.51 |
| C99 | 43.00° | 12.51 |
| C100 | 43.00° | 12.51 |

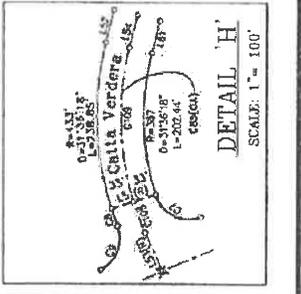
LINE TABLE

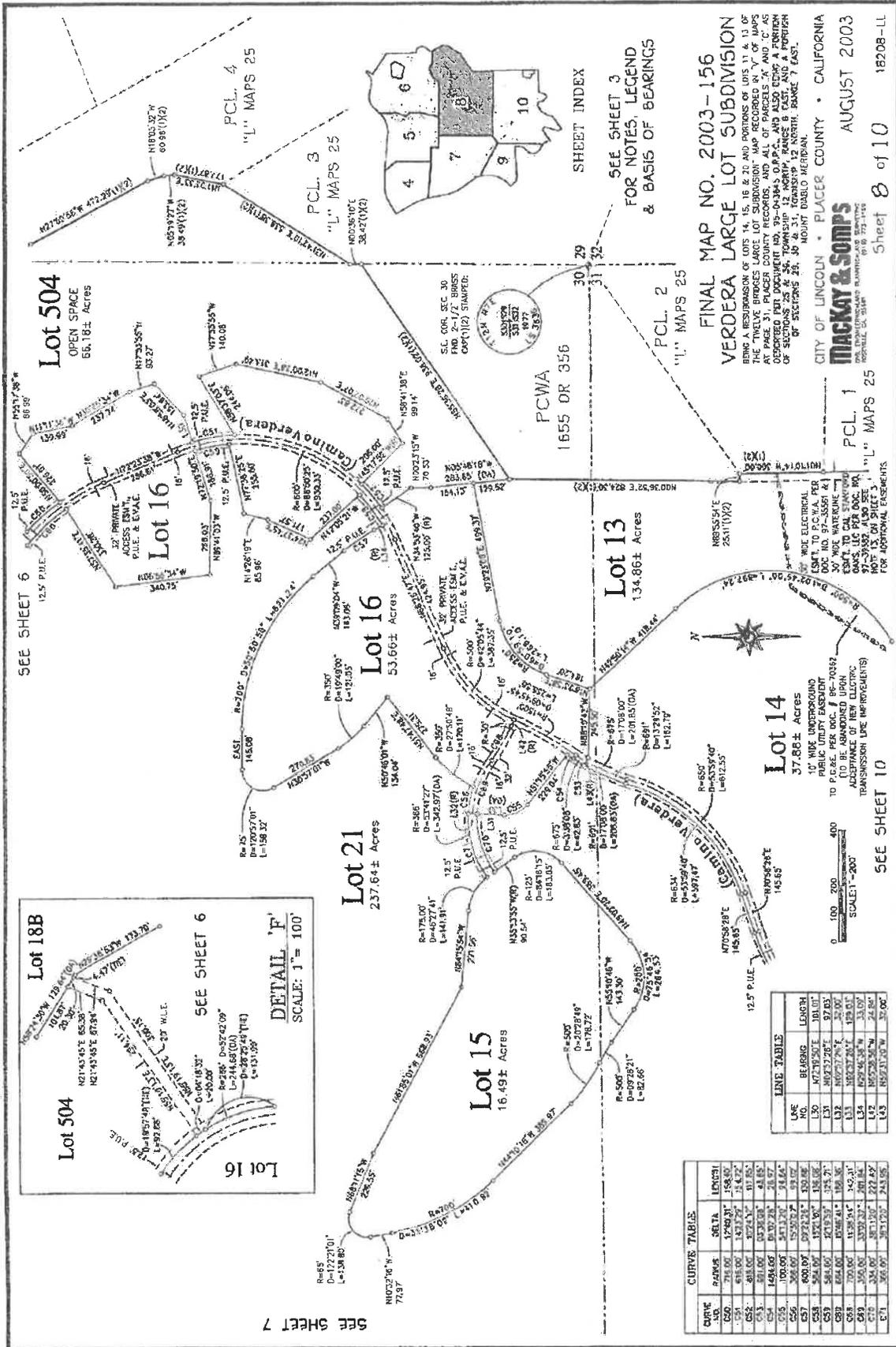
| LINE NO. | BEARINGS | LENGTH |
|----------|----------|--------|
| L1 | 117.70° | 56.00' |
| L2 | 117.70° | 56.00' |
| L3 | 117.70° | 56.00' |
| L4 | 117.70° | 56.00' |
| L5 | 117.70° | 56.00' |
| L6 | 117.70° | 56.00' |
| L7 | 117.70° | 56.00' |
| L8 | 117.70° | 56.00' |
| L9 | 117.70° | 56.00' |
| L10 | 117.70° | 56.00' |
| L11 | 117.70° | 56.00' |
| L12 | 117.70° | 56.00' |
| L13 | 117.70° | 56.00' |
| L14 | 117.70° | 56.00' |
| L15 | 117.70° | 56.00' |
| L16 | 117.70° | 56.00' |
| L17 | 117.70° | 56.00' |
| L18 | 117.70° | 56.00' |
| L19 | 117.70° | 56.00' |
| L20 | 117.70° | 56.00' |
| L21 | 117.70° | 56.00' |
| L22 | 117.70° | 56.00' |
| L23 | 117.70° | 56.00' |
| L24 | 117.70° | 56.00' |
| L25 | 117.70° | 56.00' |
| L26 | 117.70° | 56.00' |
| L27 | 117.70° | 56.00' |
| L28 | 117.70° | 56.00' |
| L29 | 117.70° | 56.00' |
| L30 | 117.70° | 56.00' |
| L31 | 117.70° | 56.00' |
| L32 | 117.70° | 56.00' |
| L33 | 117.70° | 56.00' |
| L34 | 117.70° | 56.00' |
| L35 | 117.70° | 56.00' |
| L36 | 117.70° | 56.00' |
| L37 | 117.70° | 56.00' |
| L38 | 117.70° | 56.00' |
| L39 | 117.70° | 56.00' |
| L40 | 117.70° | 56.00' |
| L41 | 117.70° | 56.00' |
| L42 | 117.70° | 56.00' |
| L43 | 117.70° | 56.00' |
| L44 | 117.70° | 56.00' |
| L45 | 117.70° | 56.00' |
| L46 | 117.70° | 56.00' |
| L47 | 117.70° | 56.00' |
| L48 | 117.70° | 56.00' |
| L49 | 117.70° | 56.00' |
| L50 | 117.70° | 56.00' |
| L51 | 117.70° | 56.00' |
| L52 | 117.70° | 56.00' |
| L53 | 117.70° | 56.00' |
| L54 | 117.70° | 56.00' |
| L55 | 117.70° | 56.00' |
| L56 | 117.70° | 56.00' |
| L57 | 117.70° | 56.00' |
| L58 | 117.70° | 56.00' |
| L59 | 117.70° | 56.00' |
| L60 | 117.70° | 56.00' |
| L61 | 117.70° | 56.00' |
| L62 | 117.70° | 56.00' |
| L63 | 117.70° | 56.00' |
| L64 | 117.70° | 56.00' |
| L65 | 117.70° | 56.00' |
| L66 | 117.70° | 56.00' |
| L67 | 117.70° | 56.00' |
| L68 | 117.70° | 56.00' |
| L69 | 117.70° | 56.00' |
| L70 | 117.70° | 56.00' |
| L71 | 117.70° | 56.00' |
| L72 | 117.70° | 56.00' |
| L73 | 117.70° | 56.00' |
| L74 | 117.70° | 56.00' |
| L75 | 117.70° | 56.00' |
| L76 | 117.70° | 56.00' |
| L77 | 117.70° | 56.00' |
| L78 | 117.70° | 56.00' |
| L79 | 117.70° | 56.00' |
| L80 | 117.70° | 56.00' |
| L81 | 117.70° | 56.00' |
| L82 | 117.70° | 56.00' |
| L83 | 117.70° | 56.00' |
| L84 | 117.70° | 56.00' |
| L85 | 117.70° | 56.00' |
| L86 | 117.70° | 56.00' |
| L87 | 117.70° | 56.00' |
| L88 | 117.70° | 56.00' |
| L89 | 117.70° | 56.00' |
| L90 | 117.70° | 56.00' |
| L91 | 117.70° | 56.00' |
| L92 | 117.70° | 56.00' |
| L93 | 117.70° | 56.00' |
| L94 | 117.70° | 56.00' |
| L95 | 117.70° | 56.00' |
| L96 | 117.70° | 56.00' |
| L97 | 117.70° | 56.00' |
| L98 | 117.70° | 56.00' |
| L99 | 117.70° | 56.00' |
| L100 | 117.70° | 56.00' |

FINAL MAP NO. 2003-156
 VERDERA LARGE LOT SUBMISSION
 BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF
 THE VERDERA TRACT, PLACER COUNTY, CALIFORNIA, AS SHOWN ON MAP NO. 2003-156
 AT PLACER COUNTY RECORDS. THIS SUBMISSION MAP RECORDED IN VOLUME 17 OF MAPS
 AT PLACER COUNTY RECORDS. THIS SUBMISSION MAP IS BEING SUBMITTED FOR RECORD
 DESCRIBED PER DOCUMENT NO. 95-043645 DR.P.C. AND ALSO BEING A PORTION
 OF SECTIONS 29 & 36, TOWNSHIP 12 NORTH, RANGE 8 EAST, AND A PORTION
 OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST,
 FOUR DOUBLE MERIDIAN,
 CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA
MACKAY & SOMPS
 REGISTERED PROFESSIONAL LAND SURVEYORS
 1000 P STREET, SUITE 100, SACRAMENTO, CA 95811
 Sheet 7 of 10 18208-LL AUGUST 2003



SEE SHEET 4
 SEE SHEET 5
 SEE SHEET 9
 SEE SHEET 10
 SEE SHEET 3
 FOR NOTES, LEGEND
 & BASIS OF BEARINGS



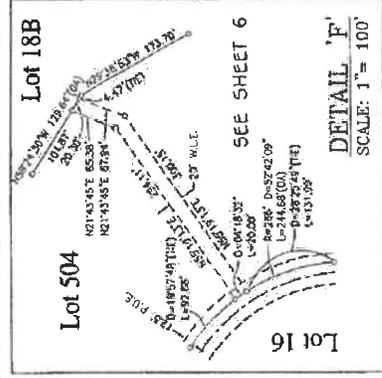


CURVE TABLE

| CURVE NO. | BEARING | LENGTH |
|-----------|---------|---------|
| C01 | 61.00° | 174.00' |
| C02 | 61.00° | 174.00' |
| C03 | 61.00° | 174.00' |
| C04 | 61.00° | 174.00' |
| C05 | 61.00° | 174.00' |
| C06 | 61.00° | 174.00' |
| C07 | 61.00° | 174.00' |
| C08 | 61.00° | 174.00' |
| C09 | 61.00° | 174.00' |
| C10 | 61.00° | 174.00' |
| C11 | 61.00° | 174.00' |
| C12 | 61.00° | 174.00' |
| C13 | 61.00° | 174.00' |
| C14 | 61.00° | 174.00' |
| C15 | 61.00° | 174.00' |
| C16 | 61.00° | 174.00' |
| C17 | 61.00° | 174.00' |
| C18 | 61.00° | 174.00' |
| C19 | 61.00° | 174.00' |
| C20 | 61.00° | 174.00' |

LINE TABLE

| LINE NO. | BEARING | LENGTH |
|----------|-----------|---------|
| L01 | 47.18°00' | 101.00' |
| L02 | 40.72°20' | 97.83' |
| L03 | 40.72°20' | 97.83' |
| L04 | 40.72°20' | 97.83' |
| L05 | 40.72°20' | 97.83' |
| L06 | 40.72°20' | 97.83' |
| L07 | 40.72°20' | 97.83' |
| L08 | 40.72°20' | 97.83' |
| L09 | 40.72°20' | 97.83' |
| L10 | 40.72°20' | 97.83' |
| L11 | 40.72°20' | 97.83' |
| L12 | 40.72°20' | 97.83' |
| L13 | 40.72°20' | 97.83' |
| L14 | 40.72°20' | 97.83' |
| L15 | 40.72°20' | 97.83' |
| L16 | 40.72°20' | 97.83' |
| L17 | 40.72°20' | 97.83' |
| L18 | 40.72°20' | 97.83' |
| L19 | 40.72°20' | 97.83' |
| L20 | 40.72°20' | 97.83' |



FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION

BEING A RESUBDIVISION OF LOTS 14, 15, 16 & 20 AND PORTIONS OF LOTS 17 & 13 OF THE VERDERA LARGE LOT SUBDIVISION, PLACER COUNTY RECORDS 74 AND 75 AS A PART OF THE PLACER COUNTY RECORDS AND ALL OF PARCELS 74 AND 75 AS DESCRIBED FOR DOCUMENT NO. 99-04345 O.A.P.C., AND ALSO CREATING A PORTION OF SECTION 25 & 26, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 25, 26, 30 & 31, RANGE 7 EAST, PLACER COUNTY, CALIFORNIA.

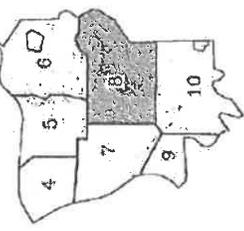
CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
REGISTERED PROFESSIONAL SURVEYORS
1018 9TH STREET, SUITE 100
SACRAMENTO, CALIFORNIA 95833

AUGUST 2003

Sheet 8 of 10 18208-LL

SEE SHEET 3
FOR NOTES, LEGEND
& BASIS OF BEARINGS



SEE SHEET 6

Lot 504
OPEN SPACE
56.18± Acres

Lot 16
37 PRIVATE ACCESS EASEMENT
PAVE. & EVAL.

Lot 16
53.60± Acres

Lot 13
134.86± Acres

Lot 14
37.86± Acres

Lot 21
237.64± Acres

Lot 15
16.49± Acres

Lot 18B

Lot 504

Lot 16

SEE SHEET 7

SCALE: 1" = 200'

SEE SHEET 10

P.C.L. 1

"L" MAPS 25

"L" MAPS 25

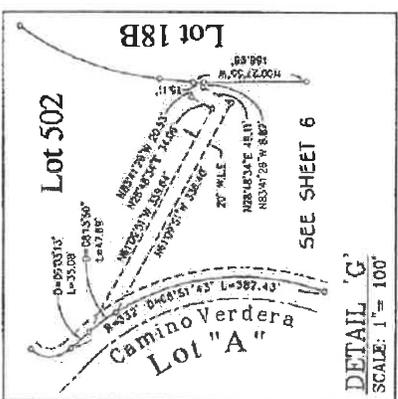
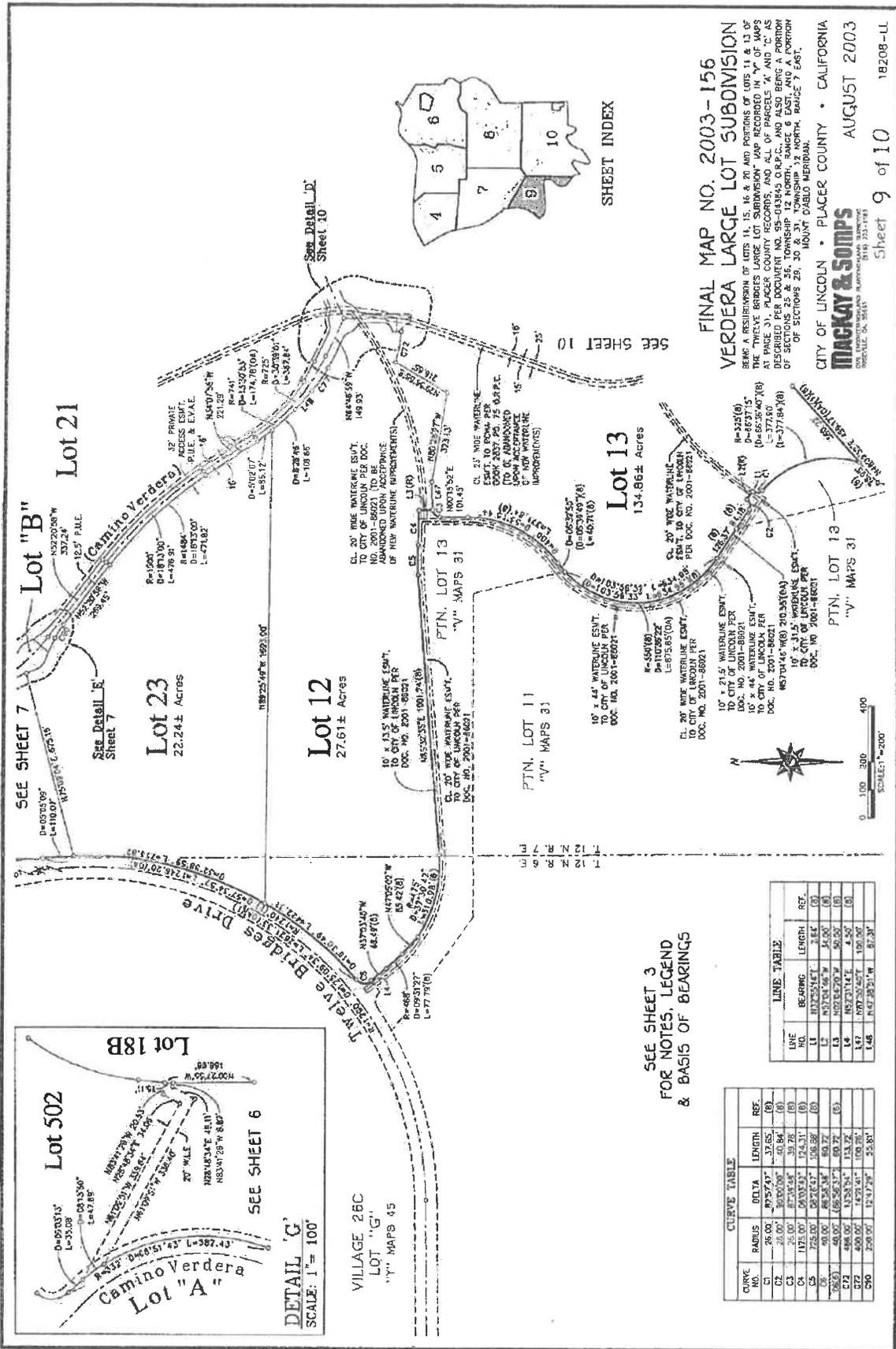
"L" MAPS 25

P.C.L. 3

"L" MAPS 25

P.C.L. 2

"L" MAPS 25

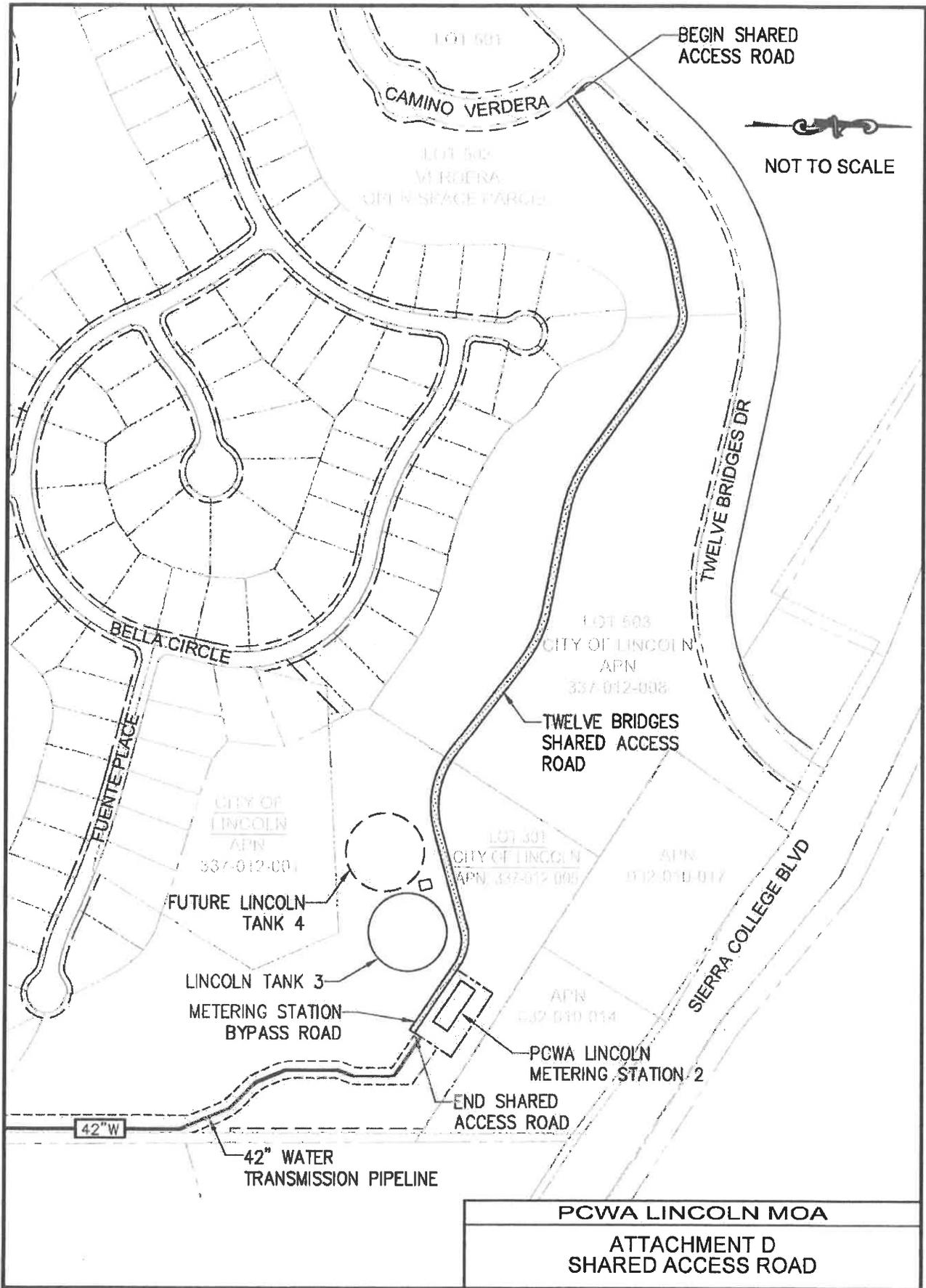


FINAL MAP NO. 2003-156
VERDERA LARGE LOT SUBDIVISION
 BEING A RESUBDIVISION OF LOTS 11, 15, 16 & 20 AND PORTIONS OF LOTS 11 & 13 OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND LOTS 11 & 13 OF SECTION 31, PLACER COUNTY RECORDS, TOGETHER WITH PORTIONS OF LOTS 11 AND 13 DESCRIBED PER DOCUMENT NO. 99-048843 O.R.P.C., AND ALSO BEING A PORTION OF SECTIONS 25 & 26, TOWNSHIP 12 NORTH, RANGE 6 EAST, AND A PORTION OF SECTIONS 29, 30 & 31, TOWNSHIP 12 NORTH, RANGE 7 EAST, MOUNT Diablo MENDOCINO.
 CITY OF LINCOLN • PLACER COUNTY • CALIFORNIA
MACKAY & SOMPS
 REGISTERED PROFESSIONAL SURVEYORS
 1819 22nd Street
 Sacramento, CA 95811
 (916) 233-1191
 Sheet 9 of 10 18208-UL
 AUGUST 2003

SEE SHEET 3
 FOR NOTES, LEGEND
 & BASIS OF BEARINGS

| CURVE | RADIUS | DATA | LENGTH | DEF. |
|-------|---------|-----------|---------|------|
| C1 | 25.00' | 0°52'47" | 37.82' | (8) |
| C2 | 25.00' | 0°52'47" | 37.82' | (8) |
| C3 | 25.00' | 0°52'47" | 37.82' | (8) |
| C4 | 175.00' | 0°00'00" | 174.31' | (8) |
| C5 | 725.00' | 0°27'07" | 108.88' | (8) |
| C6 | 90.00' | 88°38'38" | 89.72' | (8) |
| C7 | 480.00' | 1°55'31" | 60.72' | (8) |
| C8 | 480.00' | 1°55'31" | 60.72' | (8) |
| C9 | 480.00' | 1°55'31" | 60.72' | (8) |
| C10 | 480.00' | 1°55'31" | 60.72' | (8) |
| C11 | 480.00' | 1°55'31" | 60.72' | (8) |
| C12 | 480.00' | 1°55'31" | 60.72' | (8) |
| C13 | 480.00' | 1°55'31" | 60.72' | (8) |
| C14 | 480.00' | 1°55'31" | 60.72' | (8) |
| C15 | 480.00' | 1°55'31" | 60.72' | (8) |
| C16 | 480.00' | 1°55'31" | 60.72' | (8) |
| C17 | 480.00' | 1°55'31" | 60.72' | (8) |
| C18 | 480.00' | 1°55'31" | 60.72' | (8) |
| C19 | 480.00' | 1°55'31" | 60.72' | (8) |
| C20 | 480.00' | 1°55'31" | 60.72' | (8) |

| LINE | NO. | BEARING | LENGTH | REF. |
|------|-----|-------------|---------|------|
| L1 | 1 | 0°00'00" | 3.84' | (8) |
| L2 | 2 | N57°04'44"W | 54.00' | (8) |
| L3 | 3 | N02°02'00"W | 50.00' | (8) |
| L4 | 4 | S87°23'14"E | 4.50' | (8) |
| L5 | 5 | S07°35'52"E | 100.00' | (8) |
| L6 | 6 | N42°38'31"W | 81.30' | (8) |



BEGIN SHARED ACCESS ROAD



CAMINO VERDE

LOT 502
VI ROERA
OPT N SPACE PARCEL

TWELVE BRIDGES DR

BELLA CIRCLE

FUENTE PLACE

LOT 503
CITY OF LINCOLN
APN
337-012-006

TWELVE BRIDGES SHARED ACCESS ROAD

CITY OF LINCOLN
APN
337-012-001

FUTURE LINCOLN TANK 4

LINCOLN TANK 3

METERING STATION BYPASS ROAD

LOT 301
CITY OF LINCOLN
APN 337-012-005

APN
012-010-017

APN
012-010-014

PCWA LINCOLN METERING STATION 2

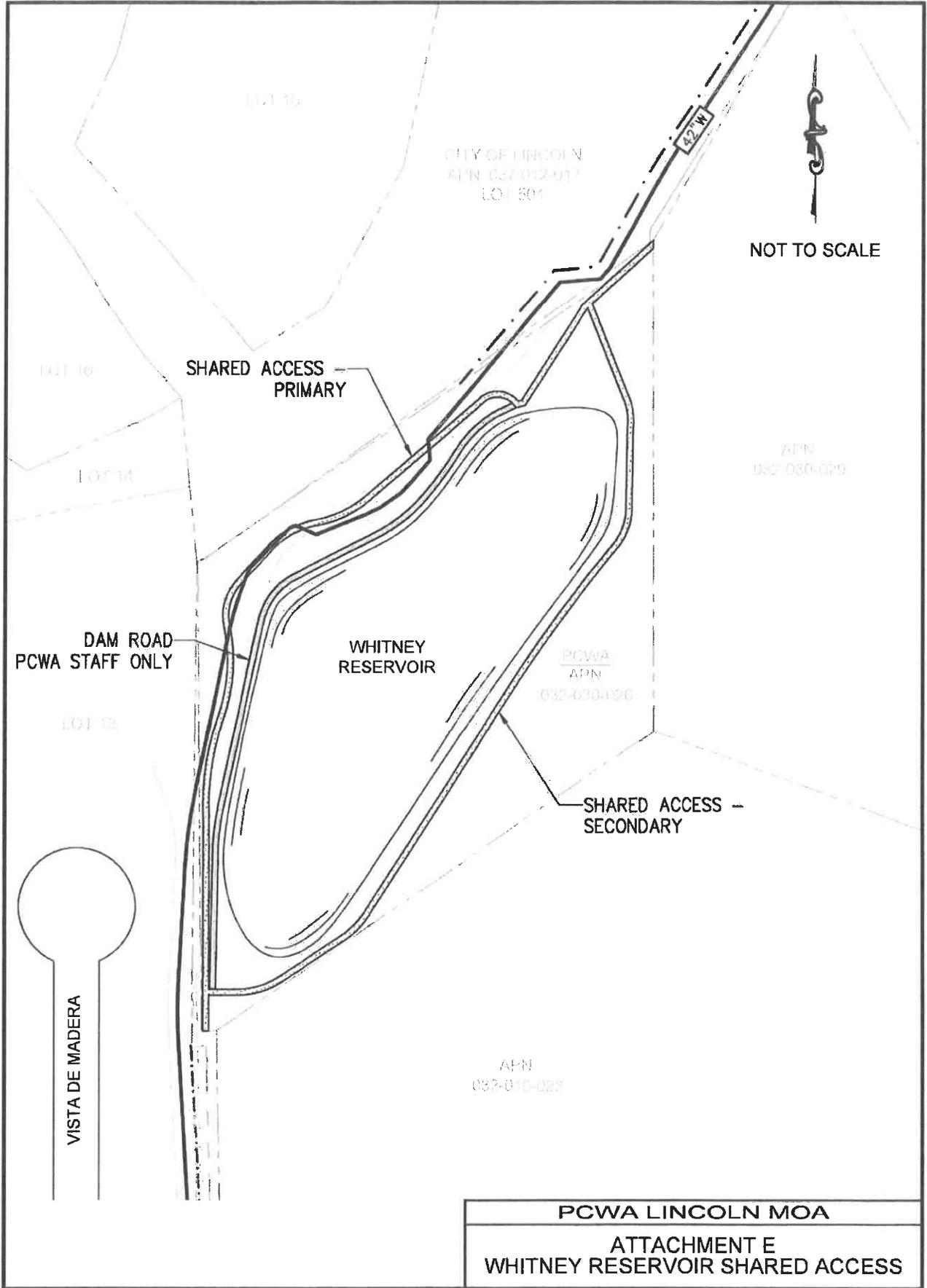
END SHARED ACCESS ROAD

42" W

42" WATER TRANSMISSION PIPELINE

SIERRA COLLEGE BLVD

PCWA LINCOLN MOA
ATTACHMENT D
SHARED ACCESS ROAD



NOT TO SCALE

DAM ROAD
PCWA STAFF ONLY

SHARED ACCESS
PRIMARY

WHITNEY
RESERVOIR

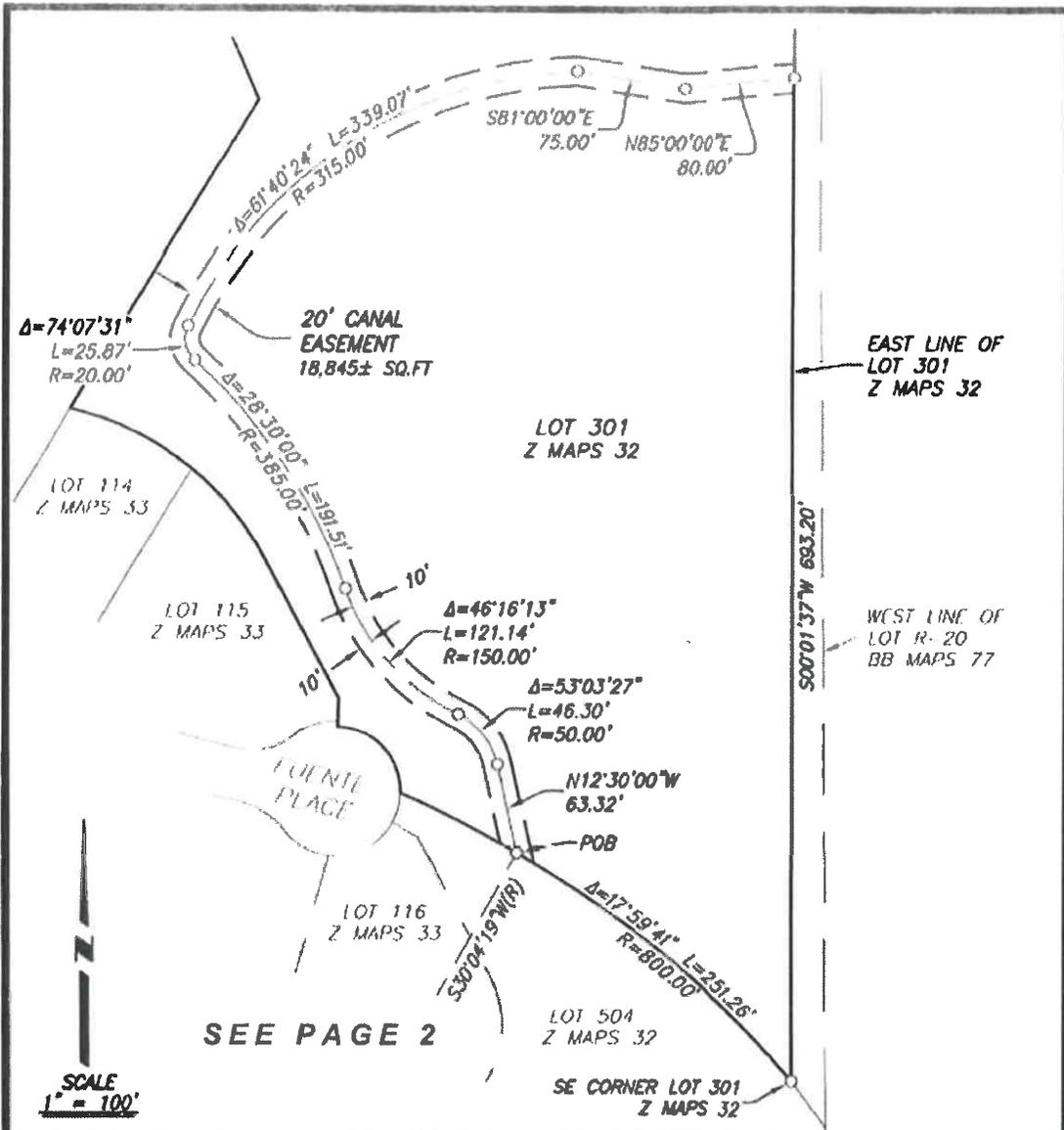
PCWA
APN
032-030-020

SHARED ACCESS -
SECONDARY

VISTA DE MADERA

APN
032-010-027

PCWA LINCOLN MOA
ATTACHMENT E
WHITNEY RESERVOIR SHARED ACCESS



20' CANAL EASEMENT
LOT 301, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA

CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying

12171 Newman Grove Blvd, Suite 130, Roseville, CA 95678
Phone 916-773-4005 Fax 916-773-4125

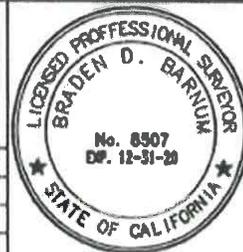


DRAWN BY: BB

CHECKED BY: MH

SHEET: 1 OF 2

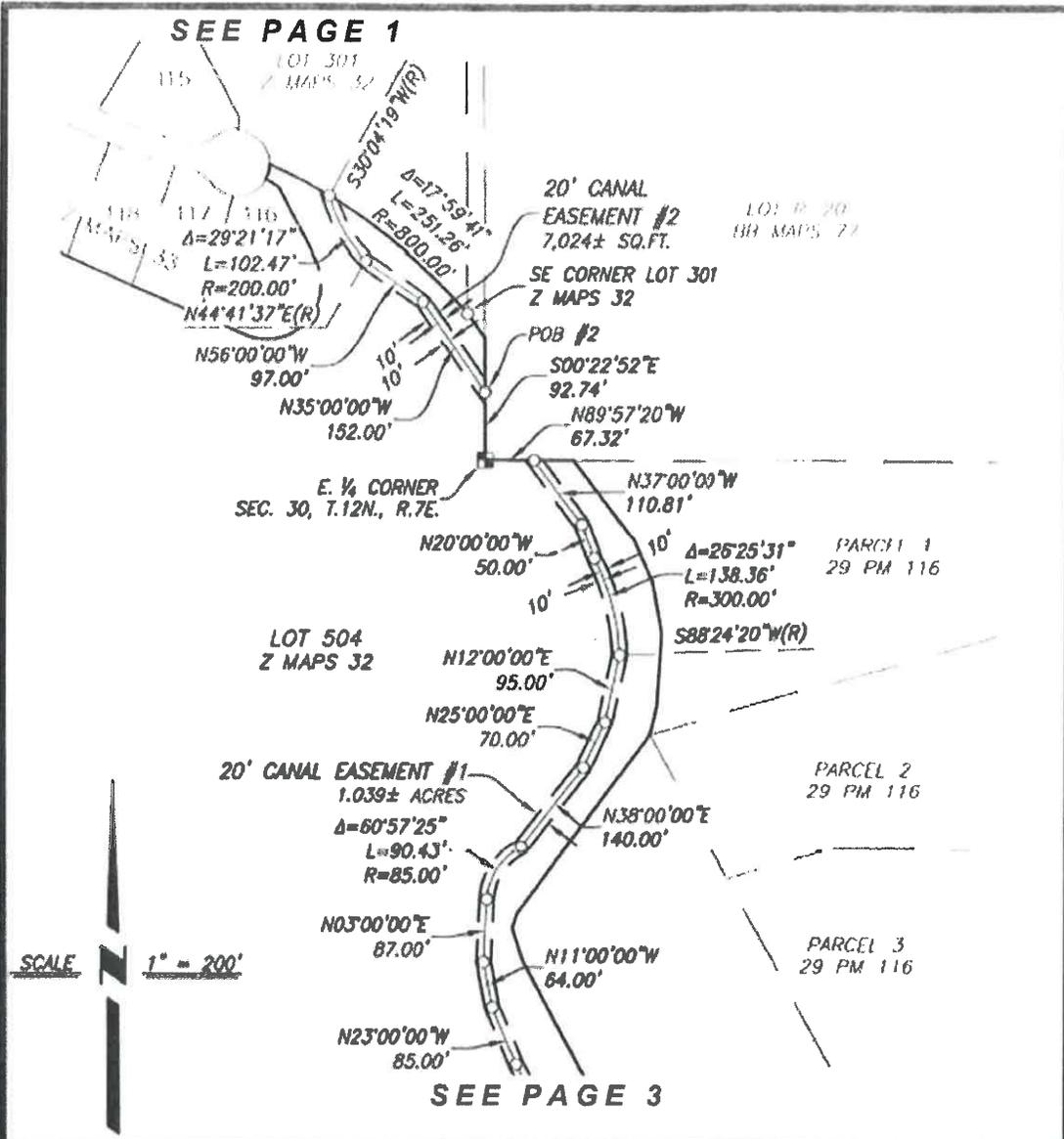
DATE: 07-13-20



Braden Barnum

FILE: K:\113600\SURVEY\CANAL ESMT LOT 301.dwg

PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 1 OF 3



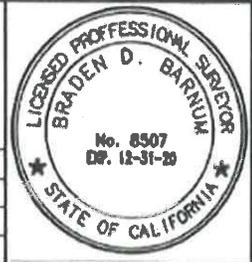
**20' CANAL EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA**

CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Phalaris Grove Blvd, Suite 130 - Roseville, CA 95678
Phone 916-773-4005 Fax 916-773-4406



DRAWN BY: BB
CHECKED BY: MH
SHEET: 2 OF 2
DATE: 07-13-19

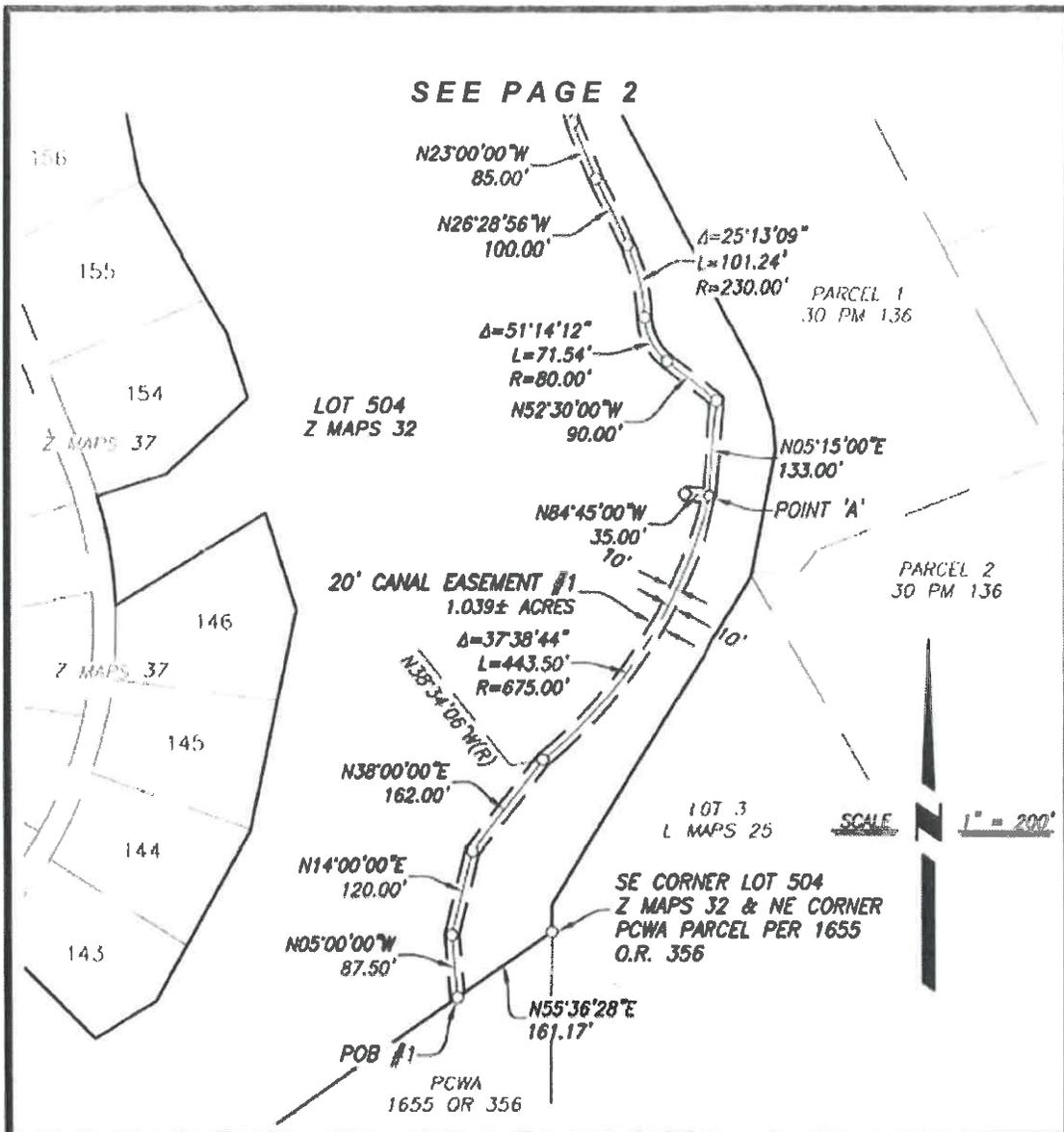


Braden Barium

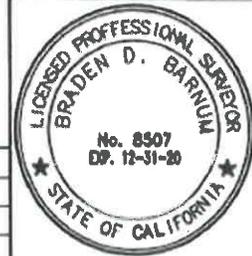
FILE: K:\113800\SURVEY\CANAL ESEM LOT 504.dwg

**PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 2 OF 3**

SEE PAGE 2



**20' CANAL EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA**



CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 Roseville, CA 95678
Phone: 916-773-6006 Fax: 916-773-4498

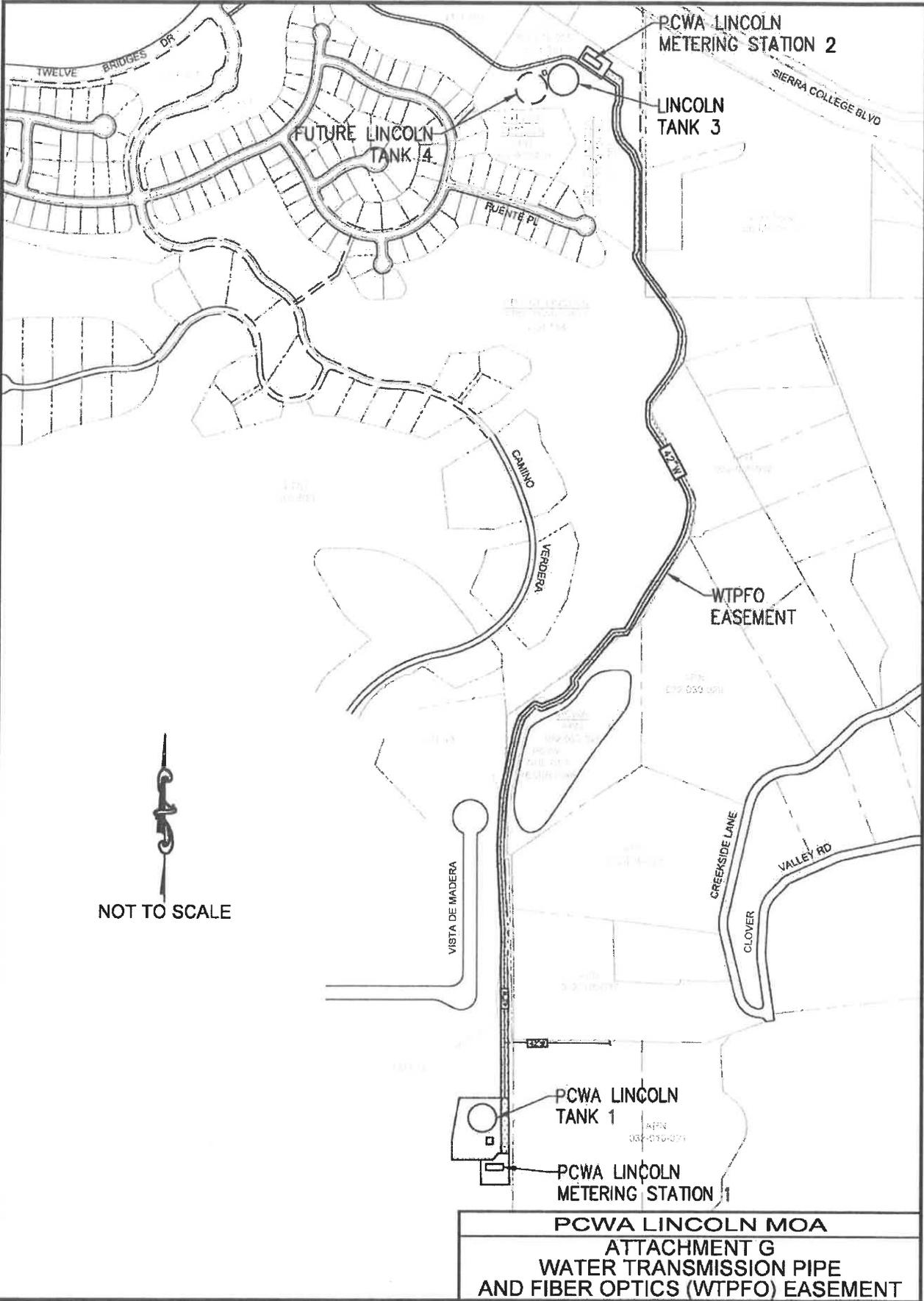


DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 07-13-20

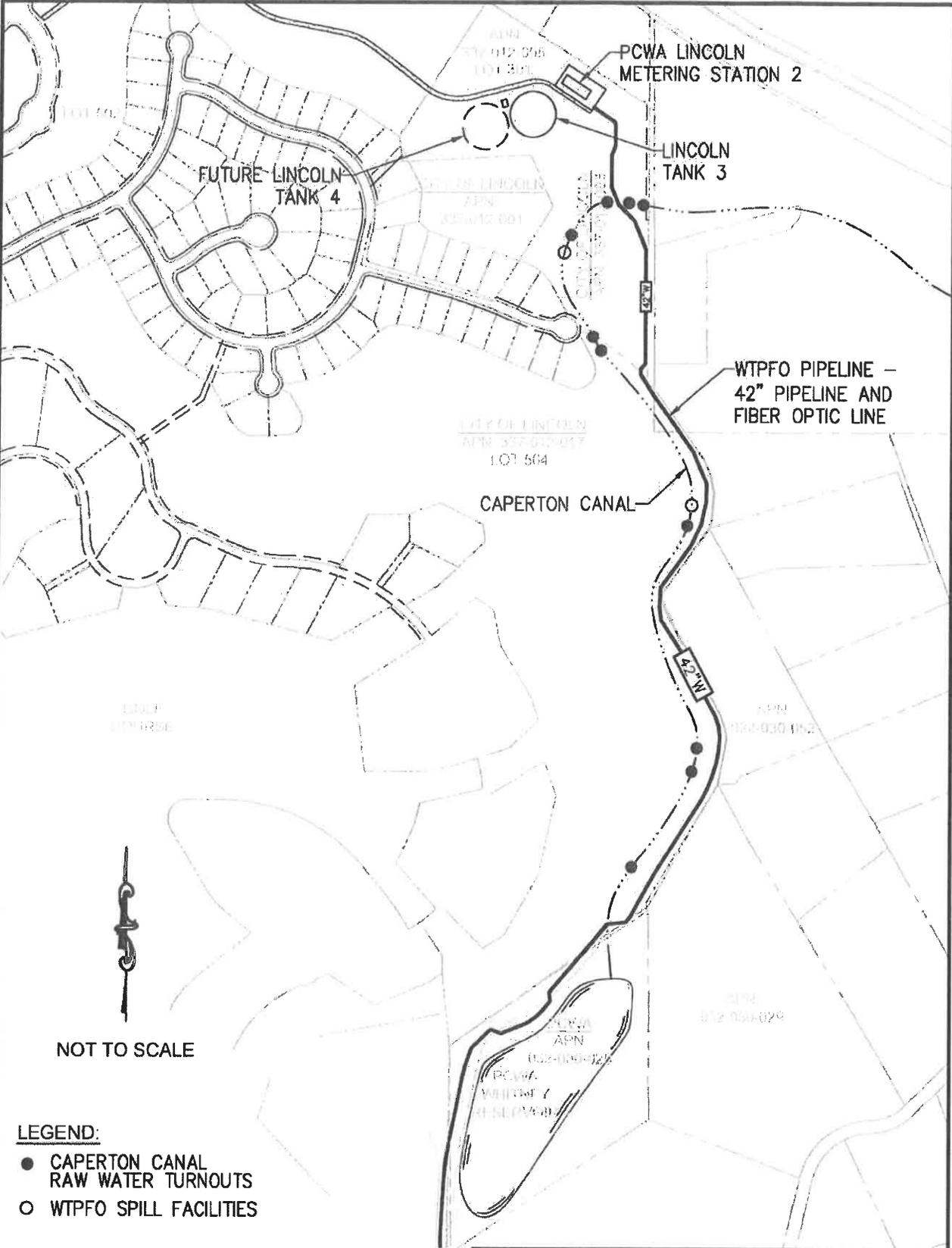
BB

FILE: K:\113600\SURVEY\CANAL ESMT LOT 504.dwg

**PCWA LINCOLN MOA
ATTACHMENT F
PCWA LINCOLN MOA
PAGE 3 OF 3**

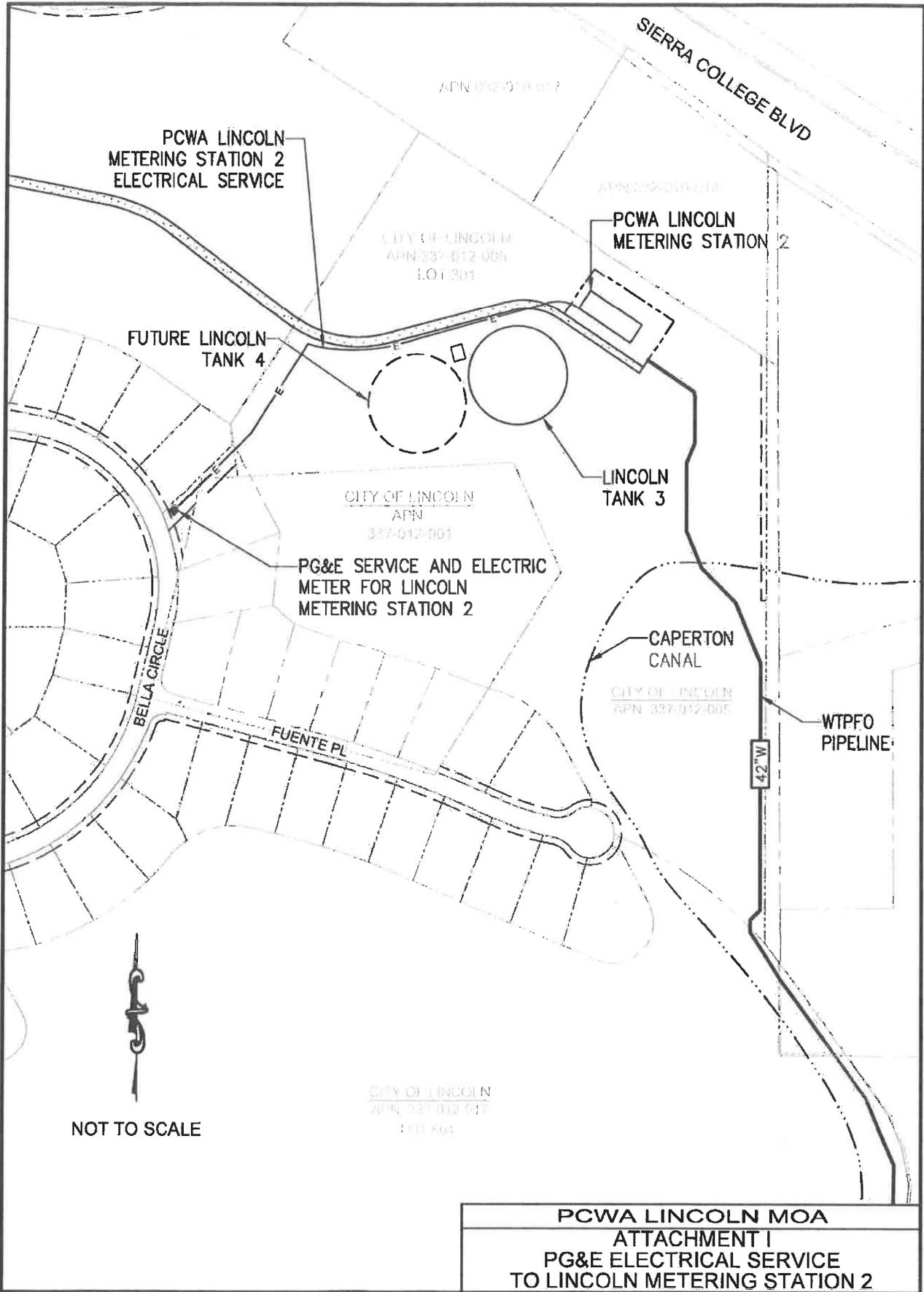


**PCWA LINCOLN MOA
ATTACHMENT G
WATER TRANSMISSION PIPE
AND FIBER OPTICS (WTPFO) EASEMENT**



- LEGEND:**
- CAPERTON CANAL RAW WATER TURNOUTS
 - WTPFO SPILL FACILITIES

**PCWA LINCOLN MOA
ATTACHMENT H
CAPERTON CANAL TURNOUT
AND SPILL FACILITIES**



NOT TO SCALE

**PCWA LINCOLN MOA
ATTACHMENT I
PG&E ELECTRICAL SERVICE
TO LINCOLN METERING STATION 2**

SUMMARY OF CALIFORNIA RECORDING LAWS

1. Any instrument, paper, or notice submitted for recording must be authorized or required by law to be recorded, meet the requirements of statute, and contain original signatures except as otherwise provided by law, or be originally certified by a government agency.
2. Any document submitted must indicate the title or titles of the document(s) contained therein. Titles should appear on the first page, directly below the space reserved for the Recorder.
3. Recording fees for documents which contain only 8 ½" by 11" pages will not change. However, for any document which contains a sheet or sheets which do not measure 8 ½" by 11", an additional fee of \$3.00 for every page of that document will apply.**
4. Any document submitted for recording shall have at least a ½" margin on each vertical side. In addition, the top 2 ½" of the first page shall be reserved for recording information with the left hand 3 ½" used by the public to show the name of the person requesting recording and the name and address to which the document is to be returned following recording. The right hand portion of the space is for use by the recorder only.
5. If a document modified, releases, or cancels provisions of a previously recorded document, it must contain the recorders identification number of the prior document.

**** (PCWA REQUIRES 8 ½" BY 11" AND 12 FONT TIMES NEW ROMAN)**

GUIDELINES FOR PREPARATION OF NEW FORMS

In addition to compliance with the requirements outlined above, any form developed for recording should also follow these general guidelines.

1. 8 ½" by 11" single-sided sheet of white paper, preferably 16 lb or heavier.
2. If multiple notary acknowledgements are used, they should be on separate 8 ½" by 11" sheets, and not stapled or taped to the document on half sheets.
3. Exhibits should appear on separate pages, be properly marked, and be referred to in the body of the main document. Exhibits, including plats, must have the ½ inch vertical margin.
4. All information required by the statute which provides for the creation of the document must be there. In addition, all recording requirements must be met.

RECORDING REQUESTED BY AND FOR THE BENEFIT OF:

Placer County Water Agency

No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO:

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

For internal use only:

Space above for Recorder's use only

T12N, R07E, Sec. 30, NE ¼

Facility Name: Lincoln Metering Station #2

APN: 337-012-005

Project No. and Name: FA 2521 – Lincoln-Penryn Phase III Pipeline Ptn. Pcl1 Bk.511 Pg 371

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D) Transfer to Government Agency

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$0 per R&T Code § 11922

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale
- Unincorporated Area of City of Lincoln

Declared by: _____

GRANT OF EASEMENT FOR UTILITIES AND ACCESS

FOR VALUABLE CONSIDERATION, the **CITY OF LINCOLN** (hereinafter called "GRANTOR") hereby grants to the **PLACER COUNTY WATER AGENCY**, (hereinafter called "AGENCY") a non-exclusive permanent easement for utilities purposes, including but not limited to, electrical lines and associated conduit, telecommunication lines and associated conduit, and appurtenances associated thereto, together with a non-exclusive permanent easement for access in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way for the purpose of ingress and egress for access across GRANTOR'S property.

GRANTOR further grants to the AGENCY:

- (a) the right to grade the easement area for the full width thereof as well as the right to surface the area if required to prevent erosion and/or ensure safe passage;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (c) the right to use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on existing or future gates installed in any such fences;

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Right of Entry, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

City of Lincoln

By:  _____

Print Name: Sean Scully

Title: City Manager

Date: 6/27/23 _____

(Signature must be acknowledged by a Notary Public)

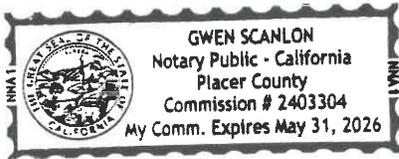
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer }
On 6/27/2023 before me, Gwen Scanlon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Col to PCWA APN #337-012-005

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "A"
PUBLIC UTILITY EASEMENT
LEGAL DESCRIPTION

All that real property situated in the City of Lincoln, County of Placer, State of California, located in Section 30, Township 12 North, Range 7 East, M.D.M., being a portion of Lot 301 as shown on the "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Official Records more particularly described as follows:

Easement 1

A strip of land 20 feet in width the centerline of which is described below:

Commencing at the Northeast corner of said Lot 301, thence along the North line of said Lot 301 North 57°10'47" West, 179.36 feet; thence leaving said North line South 33°46'37" West, 37.01 feet; thence North 56°13'23" West, 177.00 feet; thence South 33°46'37" West, 91.00 feet to the **True Point of Beginning**; thence along the arc of a curve to the left having a radius of 80 feet, through a central angle of 48°21'57", subtended by a chord bearing North 80°24'21" West, 65.54 feet, an arc distance of 67.53 feet; thence South 75°24'40" West, 307.32 feet; thence along the arc of a curve to the right having a radius of 130 feet, through a central angle of 46°58'47", subtended by a chord bearing North 81°05'56" West, 103.63 feet, an arc distance of 106.59 feet; thence South 32°49'13" West, 250.66 feet; thence South 45°04'33" West, 8.68 feet to a point on the Northeasterly line of Lot 304 as shown on the "Final Map No. 2003-155 Verdera Village 18" filed in Book Z of Maps at Page 33, Placer County Official Records from which the most Northerly corner of said Lot 304 bears North 07°40'33" West, 20.10 feet.

Sidelines of described 20 foot strip of land are to be elongated or shortened to end on the Eastern boundary line of said Lot 304.

The Basis of Bearings for this description is the Northerly line of said lot 301 North 57°10'47" East as shown on the "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Official Records

End of description

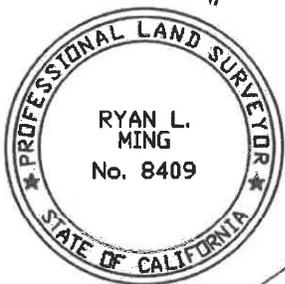
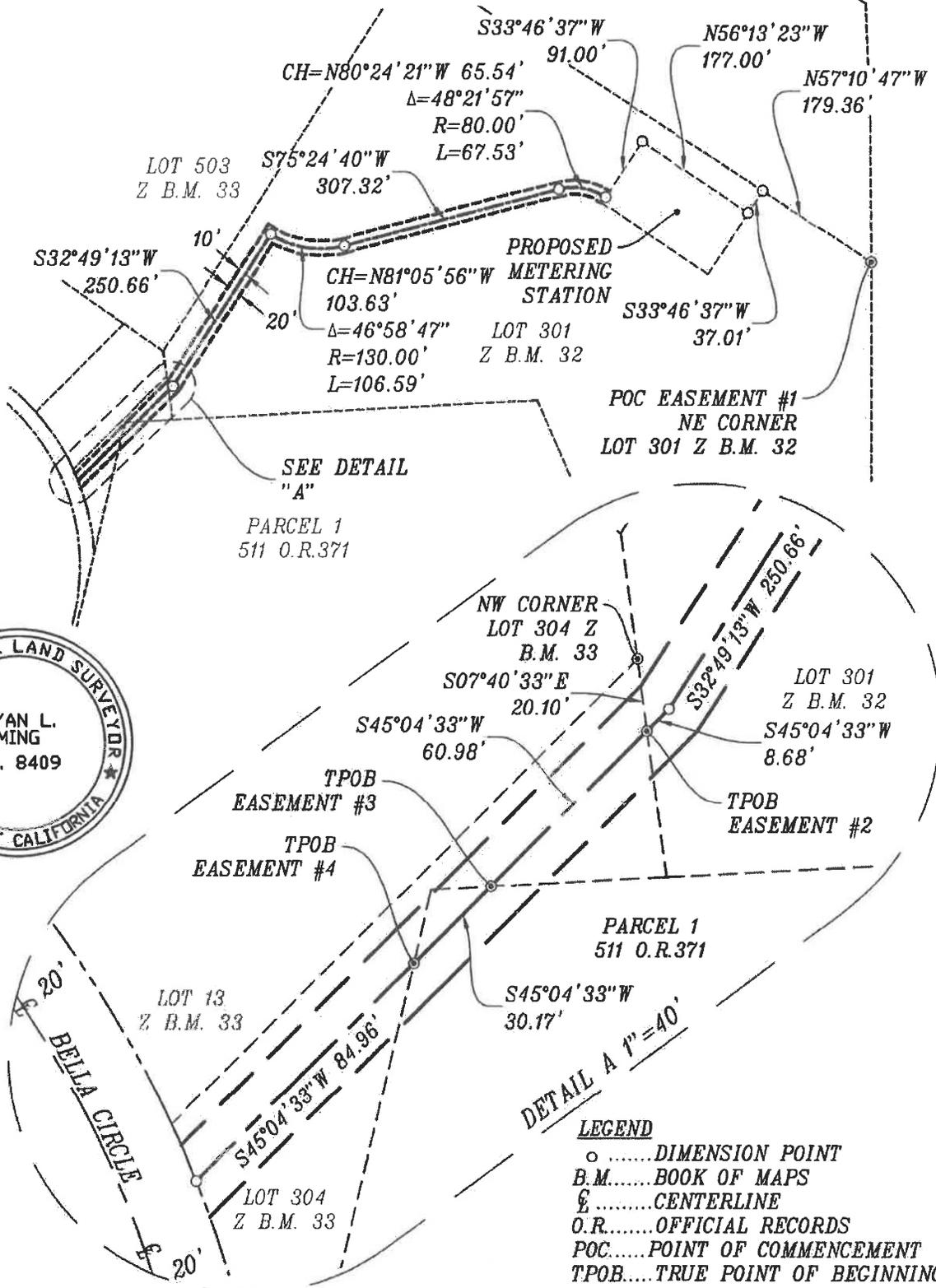
This description has been prepared by me or under my direct supervision in conformance with the Professional Land Surveyor's Act.



Ryan L. Ming P.L.S. 8409

2/14/23
Date





- LEGEND**
- DIMENSION POINT
 - B.M. BOOK OF MAPS
 - ⊥ CENTERLINE
 - O.R. OFFICIAL RECORDS
 - POC POINT OF COMMENCEMENT
 - TPOB TRUE POINT OF BEGINNING

| | | |
|------------------------|--|--|
| SHEET 1 OF 1 | EXHIBIT B PUBLIC UTILITY EASEMENT PORTION OF LOT 301 Z B.M. 32, LOT 304 & PARCEL 1 511 O.R. 371 AS SHOWN ON "VERDERA VILLAGE 18" Z B.M. 33 CITY OF LINCOLN COUNTY OF PLACER STATE OF CALIFORNIA | UNICO ENGINEERING 110 BLUE RAVINE RD SUITE 101 FOLSOM, CA 95630 PHONE: 916.900.6623 unicoengineering.com |
|------------------------|--|--|

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:

T. 12N., R. 07E., SEC. 30, NE1/4

A.P. No: 337-012-005-000, 337-012-008-000 and 337-012-001-000 Project Type: treated

Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11911

GRANT DEED

FOR VALUABLE CONSIDERATION, the **City of Lincoln, a municipal corporation** (hereinafter GRANTOR) hereby grants to **Placer County Water Agency** (hereinafter AGENCY), in fee simple title, all that certain real property situated in the City of Lincoln, County of Placer, State of California, described as follows:

See attached legal description marked as Exhibit "A"
and corresponding plat map marked as Exhibit "B"

In the event of any conflict between the PROPERTY, as described in Exhibit "A", and the PROPERTY as depicted in Exhibit "B", the description of the PROPERTY in Exhibit "A" controls.

GRANTOR also grants to AGENCY a non-exclusive easement for ingress to and egress from the PROPERTY over and across all that certain real property owned by GRANTOR described as follows: Lot 301 and Lot 503 of the Final Map No. 2003-156 Verdera Large Lot Subdivision, recorded on September 22, 2003, in Book Z of Maps, Page 032, Placer County Official Records; and over and across that certain parcel identified as Parcel 1 in the Grant Deed recorded on November 21, 1947, in Book 511 at Page 371, Placer County Official Records.

GRANT DEED City of Lincoln to Placer County Water Agency (con't)

The above-described easement for ingress to and egress from the PROPERTY is limited to the most reasonable route required by AGENCY to access the PROPERTY.

City of Lincoln, a Municipal Corporation

By: 
Sean Scully
City Manager


Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

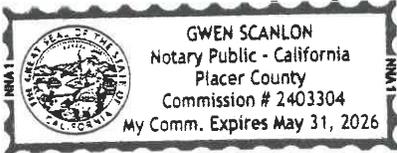
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer }
On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed COL to POWA APN's 337-012-005, -008, -001
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Exhibit 'A'

A portion of Lot 301 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., City of Lincoln, Placer County, California, described as follows:

Beginning at a point from which the Northeast corner of said Lot 301 bears the following two (2) courses:

- 1) North 33°46'37" East 37.01 feet to the North line of said Lot 301,
- 2) Along said North line, South 57°10'47" East 179.36 feet,

Thence, from Said Point of Beginning, South 33°46'37" West 101.00 feet;

Thence, North 56°13'23" West 177.00 feet;

Thence, North 33°46'37" East 101.00 feet;

Thence, South 56°13'23" East 177.00 feet to the Point of Beginning.

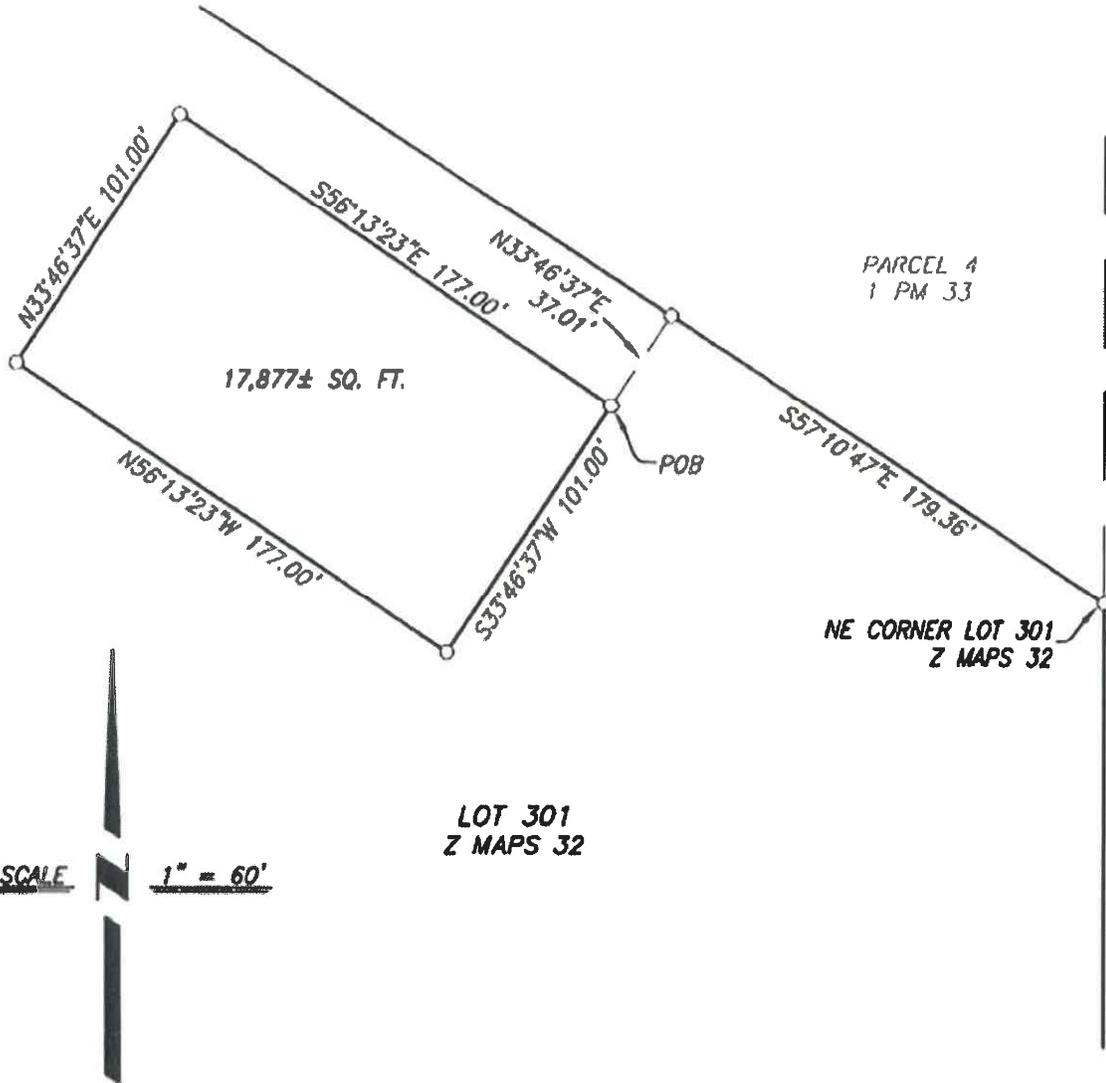
Containing 17,877 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



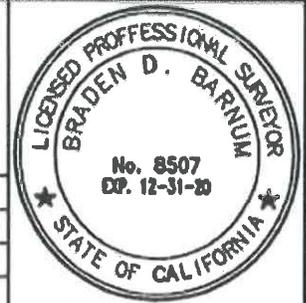
Braden Barnum
3/22/19

Exhibit 'B'



SCALE 1" = 60'

**A PORTION OF LOT 301, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA**



CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying

1217 Pleasant Grove Blvd. Suite 150 • Roseville, CA • 95678
Phone 916-773-4008 Fax 916-773-4406



DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 03-22-19

Braden Barnum

FILE: K:\11.5600\SURVEY\MEASUREMENT 5.dwg

RECORDING REQUEST BY

City of Lincoln

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

City of Lincoln City Clerk
600 6th Street
Lincoln, CA 95648

This space for recorder's use only

For internal use only:

T. ___ N., R. ___ E. SEC. ___, ___ 1/4

A.P. No: 337-012-007

Project: Verdera 5MG Water Tank #3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11922

GRANT OF ACCESS AND PIPELINE EASEMENT

FOR VALUABLE CONSIDERATION, **VERDERA COMMUNITY ASSOCIATION** (hereinafter called "GRANTOR") hereby grants to the **City of Lincoln, a Municipal Corporation** (hereinafter "CITY") a non-exclusive permanent easement for the purpose of ingress and egress to adjoining lands across GRANTOR'S property, described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, by existing roads and lanes thereon, or if at any time no such roads or lanes exist, then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, pursuant to the purpose of the right granted.

Additionally, GRANTOR grants herein a non-exclusive easement to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, above and below ground appurtenant facilities, including but not limited to metering equipment, water sampling stations, gate valves, air valves, and blow-off valves. Said easement shall be in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B, the description in Exhibit "A" controls.

GRANTOR further grants to CITY:

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;

- (b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the CITY'S rights hereunder; provided, however, that all trees which the CITY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be removed by the CITY;
- (c) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install City locks on existing or future gates installed in any such fences; and
- (d) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground.

Any damages caused by CITY on GRANTOR'S property, including damage to paved surfaces, shall be repaired and restored by CITY to GRANTOR'S satisfaction at CITY'S sole expense.

Any work performed by CITY on GRANTOR'S property, is at CITY'S sole expense. CITY shall provide written notification to GRANTOR at least 48-hours in advance of any proposed work on GRANTOR'S property.

INDEMNITY

The CITY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the CITY or by any wrongful or negligent act or omission of the CITY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



Name Tony Manning
President, Verdera Community Association

06.03.2022

Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the City and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

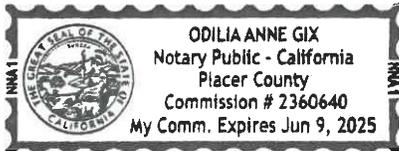
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer }

On June 3, 2022 before me, Odilia Anne Gix, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Tony Manning
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Odilia A. Gix
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Verdera HOA

Document Date: _____ Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Exhibit 'A'
40' Pipeline Easement

A portion of Lot 502 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., Placer County, California, described as follows:

A 40' wide strip of land, the centerline of which is described as follows:

Beginning at a point on the East line of said Lot 502, from which the Northeast corner thereof bears North 02°21'36" West 141.95 feet; thence, from the Point of Beginning, along the following five (5) courses:

- 1) South 88°07'54" West 8.06 feet,
- 2) South 80°22'36" West 20.00 feet to the beginning of a 650.00 foot radius tangent curve to the left,
- 3) Along said curve through a central angle of 27°51'44" a distance of 316.09 feet,
- 4) South 52°30'52" West 97.02 feet;
- 5) North 82°29'08" West 132.26 feet to a point on the Northwest line of said Lot 502.

The sidelines of the above described strip of land to be lengthened or shortened so as to terminate at the boundary of said lot 502.

Containing 22,937 square feet, more or less.

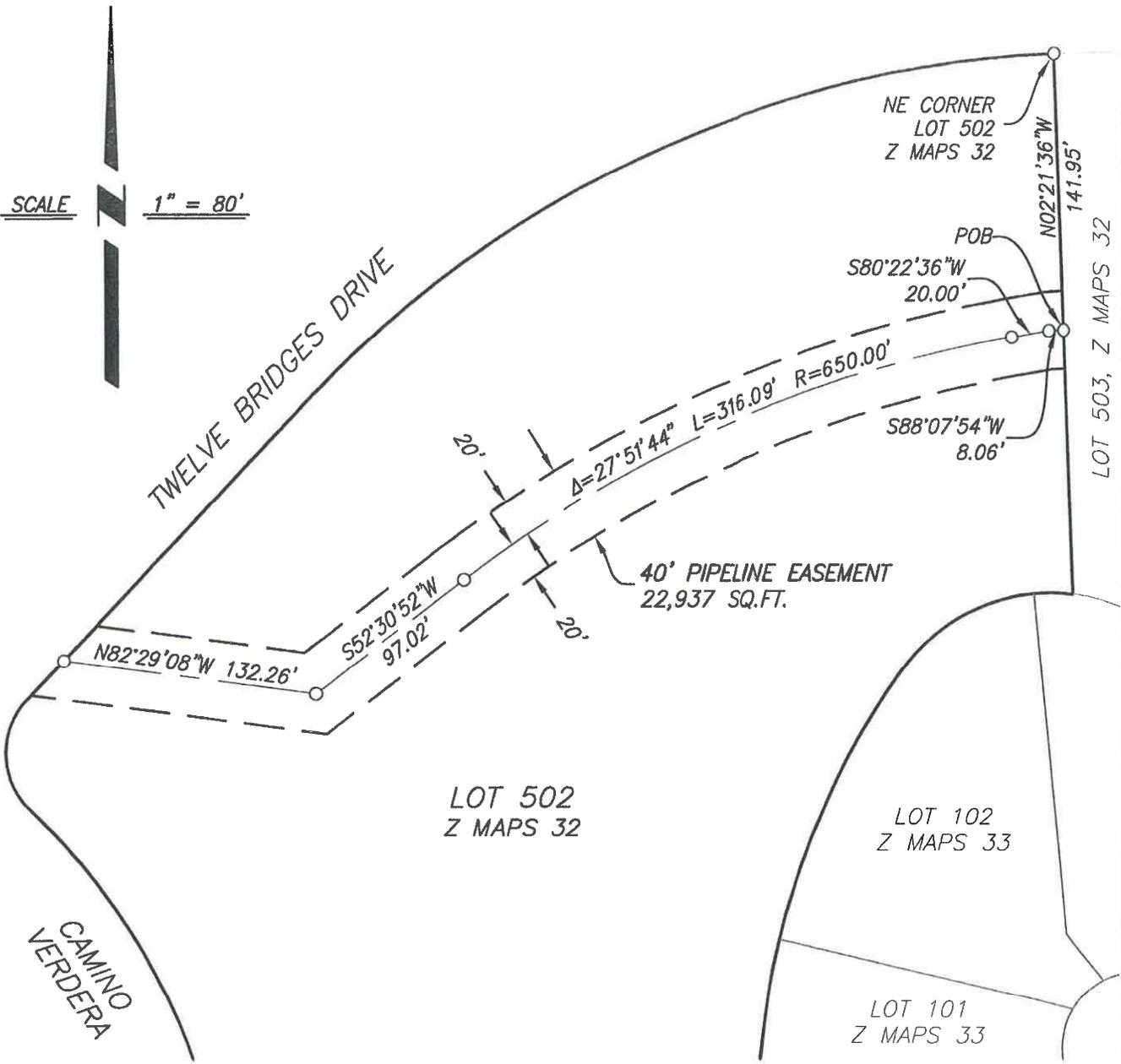
The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



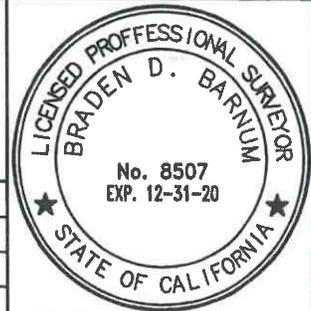
Braden Barnum
6/30/2020

Exhibit 'B'

SCALE 1" = 80'



**40' PIPELINE EASEMENT
LOT 502, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA**



CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 - Roseville, CA - 95678
Phone: 916-773-4006 Fax: 916-773-4498



DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 06-30-20

Braden Barnum

City of Lincoln

**CERTIFICATE OF ACCEPTANCE
GRANT OF ACCESS AND PIPELINE EASEMENT**

Ref: APN 337-012-007

The City of Lincoln, a Municipal Corporation, hereby accepts the **GRANT OF ACCESS AND PIPELINE EASEMENT**, a non-exclusive permanent easement for the purpose of ingress and egress to adjoining lands across property owned by **VERDERA COMMUNITY ASSOCIATION**, described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, in the County of Placer, State of California, as further described in that certain document entitled **GRANT OF ACCESS AND PIPELINE EASEMENT** consisting of the preceding five pages (attached), signed by Verdera Community Association President Tony Manning and dated 06-03-2022.

City Clerks Statement:

I herby certify that Resolution No. 2023-044 was adopted on the 14th day of March, 2023, by the City Council, City of Lincoln, authorizing the City Manager to accept the GRANT OF ACCESS AND PIPELINE EASEMENT on behalf of the City and is attached hereto.

6/27/2023

Date

Gwen Scanlon

Gwen Scanlon, City Clerk, City of Lincoln

Certificate of Acceptance:

This is to certify that the interest in real property conveyed to the City of Lincoln, a Municipal Corporation, by the within instrument, the provisions of which are incorporated by the attached document as though fully set forth in this certification, is hereby accepted by the undersigned office, on behalf of the City pursuant to the authority conferred by the City of Lincoln City Council Resolution No. 2023-044, and the City consents to recordation thereof by its duly authorized officer.

6/29/23

Date

Sean Scully

Sean Scully, City Manager, City of Lincoln

See following page for Acknowledgement

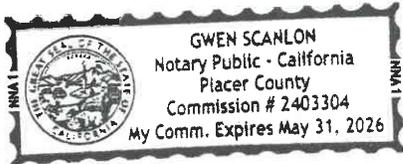
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Placer }
On 6/27/2023 before me, Gwen Scanlon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sean Scully
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Gwen Scanlon
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Cert. of Acceptance Vadera HOA to COL Grant of Access Pipeline Easement
Document Date: APN# 337-012-007 Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

RECORDING REQUEST BY

Placer County Water Agency

No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:

T. ___ N., R. ___ E. SEC. ___, ___ 1/4

A.P. No: 337-012-007

project type: treated

Project: Lincoln Metering Station #2

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11922

GRANT OF EASEMENT FOR INGRESS AND EGRESS

FOR VALUABLE CONSIDERATION, **VERDERA COMMUNITY ASSOCIATION** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency, a public body**, (hereinafter called "AGENCY"), a non-exclusive permanent easement for purposes of ingress and egress over and across, that certain parcel of land described as Lot 502 of the Verdera Large Lot Subdivision, as recorded in Book Z of Maps, at Page 032, by means existing roads and lanes thereon, or if at any time no such roads or lanes exist, then over such route as shall be most convenient to second party doing as little damage to said premises as practicable, pursuant to the purpose of the right granted.

GRANTOR further grants to the AGENCY:

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, stumps, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove,

if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be chipped, or removed at the discretion of the AGENCY; and

- (c) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install AGENCY locks on existing or future gates installed in any such fences.

Any damages caused by AGENCY on GRANTOR'S property, including damage to paved surfaces, shall be repaired and restored by AGENCY to GRANTOR'S satisfaction at AGENCY'S sole expense.

Any work performed by AGENCY on GRANTOR'S property, is at AGENCY'S sole expense. AGENCY shall provide written notification to GRANTOR at least 48-hours in advance of any proposed work on GRANTOR'S property.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement for Ingress and Egress, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



Name Tony Manning
President, Verdera Community Association

06.03.2022

Date

(Signature(s) must be acknowledged by a Notary Public)

(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

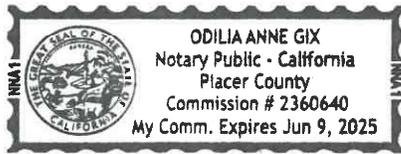
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer

On June 3, 2022 before me, Odilia Anne Gix, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tony Manning
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Odilia A. Gix
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement Verdera HOA

Document Date: 6/3/2022 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

RECORDING REQUEST BY AND FOR THE BENEFIT OF

Placer County Water Agency

No fee required, pursuant to Gov't Code § 27383.

AND WHEN RECORDED MAIL TO
Placer County Water Agency
Attn: Real Property Program Manager
P.O. Box 6570
Auburn, CA 95604

For internal use only:

SPACE ABOVE FOR RECORDER'S USE ONLY

T12N, R07E, SEC. 29 SW ¼ & SEC 30 SE ¼

Facility Name: Caperton Canal; Spill No.

APN: 337-012-017

Project Type: Raw

Project No. and Name:

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D) Transfer to Government Agency

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$0 per R&T Code § 11922

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale
- Unincorporated Area of City of Lincoln

Declared by: _____

GRANT OF EASEMENT FOR SPILL

FOR VALUABLE CONSIDERATION, **the CITY OF LINCOLN** (hereinafter called "GRANTOR") hereby grant (s) to **PLACER COUNTY WATER AGENCY**, a public body, (hereinafter called "AGENCY") its successors and assigns an exclusive easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in the grant deed recorded as Document No. 2010-0000486, Placer County Official Records (the "Property").

The easement granted herein is a right-of-way to conduct spill flows, consistent with historic use in terms of both flow rate and total volume, from the Caperton Canal across the Property. Such spills shall be released by the AGENCY at AGENCY Canal Station 505+26 and travel downhill in a generally westerly direction.

GRANTOR further grants to the AGENCY the right of ingress to and egress from the easement area over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided, further, that if any portion of such land is or shall be subdivided and dedicated roads or

highways on such portion shall extend to the easement area, this right of ingress and egress on the Property shall be confined to such dedicated roads and highways.

GRANTOR reserves the right, at GRANTOR'S sole expense, to change the location at which the AGENCY releases the spill water to a new location suitable for the GRANTOR'S convenience; provided that GRANTOR shall pay all expenses of the AGENCY resulting from such change in location. GRANTOR shall notify the AGENCY a minimum of thirty (30) business days in advance of any such planned change to the location of the spill to allow AGENCY to make the appropriate preparations.

GRANTOR further grants to AGENCY the following incidental rights:

- (a) the right from time to time to trim and to cut down and clear away any and all trees, stumps, landscaping, and brush now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all wood from all trees which the AGENCY is hereby authorized to cut and remove shall continue to be the property of GRANTOR, but all tops, lops, brush, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (b) the right to install, maintain, and use gates in all fences which cross or inhibit access to the easement area and the right to install Agency locks on existing or future gates installed in any such fences;
- (c) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (d) the right to line, seal, patch, or replace pipelines and other facilities, installed in the easement area.

INDEMNITY

The AGENCY hereby covenants and agrees to indemnify and hold harmless the GRANTOR from and against any and all claims, demands, causes of action, damages, losses and liabilities of every kind and nature whatsoever arising out of or in connection with the issuance of this Grant of Easement, as granted to the AGENCY or by any wrongful or negligent act or omission of the AGENCY or of its agents or employees in the course of their employment.

ENCROACHMENT

Subject to application for and receipt of an encroachment permit from the AGENCY, GRANTOR reserves the right to use the easement area for purposes which will not interfere with the AGENCY'S full enjoyment of the rights herein granted; provided, that GRANTOR shall not obstruct the easement area nor modify the course of the natural flow.

GRANTOR:

CITY OF LINCOLN

By: _____

Print Name: Sean Scully

Title: City Manager, City of Lincoln

Date: 6/27/23

(Signature(s) must be acknowledged by a Notary Public)

(Document must be Accepted by the Agency and may be submitted to escrow)

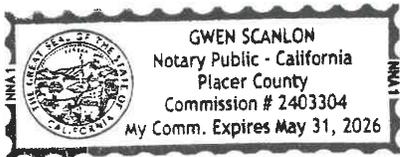
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Placer }
On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement for Spill oil to PAVA Apr # 337-012-017
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:

T. 12N., R. 07E., SEC. 29, NW/4

A.P. No: 032-020-053-000

Project: FA2521 – Lincoln/Penryn Phase 3

project type: treated & raw

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, lined or unlined canals, open ditches, flumes, and above and below ground appurtenant facilities, including but not limited to metering devices, water sampling stations, gate valves, electrical/electronic equipment including poles, antennae, solar panels, fiber optic conduits, and electrical cabinets, and equipment necessary to convey and/or meter water and the right to convert said ditch or flume to pipeline.

GRANTOR further grants to the AGENCY

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof;
- (b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on September 20, 2017, in document number 2017-0072626 Official Records of Placer County, by means of roads and

Pipeline & Canal Easement Lot 20

lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways thence along and adjacent to said easement;

- (c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;
- (e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (f) the right to limit or prohibit access to the easement area during construction or repair of the facilities within the easement. AGENCY shall endeavor to keep any such disruptions to the shortest time reasonably necessary to complete such construction or repairs; and
- (g) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: 
Sean Scully
City Manager


Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Placer }
On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement col to PCWA Agn # 032-020-053

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Exhibit 'A'
Pipeline and Canal Easement

All that land described in the Grant Deed to the City of Lincoln recorded September 20, 2017 as Document No. 2017-0072626, Placer County Records, being located in Section 29, Township 12 North, Range 7 East, M.D.M.



Braden Barnum
3/22/19

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:

T. 12N., R. 07E., SEC. 30, NE1/4

A.P. No: 337-012-005-000

project type: treated

Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

- (b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on August 05, 2008, in document number 2008-0063334 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;
- (c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;
- (e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: _____

Sean Scully
City Manager

Date _____

6/27/23

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

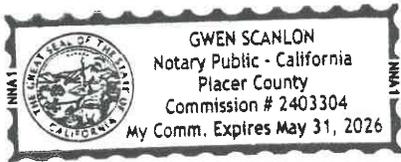
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement COL to PCWA Apr # 337-012-005

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer - Title(s): Corporate Officer - Title(s):

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: Other:

Signer is Representing: Signer is Representing:

Exhibit 'A'
Pipeline Easement

A portion of Lot 301 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30, Township 12 North, Range 7 East, M.D.M., City of Lincoln, Placer County, California, described as follows:

Beginning at the Southeast corner of said Lot 301; Thence, from the Point of Beginning, along the South line of said Lot 301, being an 800.00 foot radius curve to the left, from a radial bearing of South 48°04'01" West, through a central angle of 05°01'10" a distance of 70.08 feet;

Thence, leaving said South line along the follow twenty-seven (27) courses:

- 1) North 45°01'37" East 12.84 feet to a point which is 40.00 feet West of the East line of said Lot 301,
- 2) North 00°01'37" East 472.95 feet,
- 3) North 22°28'23" West 70.24 feet to the beginning of an 80.00 foot radius tangent curve to the left,
- 4) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
- 5) North 44°58'23" West 48.69 feet to the beginning of a 120.00 foot radius tangent curve to the right,
- 6) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,
- 7) North 22°28'23" West 34.08 feet to the beginning of a 120.00 foot radius tangent curve to the right,
- 8) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,
- 9) North 00°01'37" East 93.54 feet to the beginning of a 70.00 foot radius tangent curve to the right,
- 10) Along said curve, through a central angle of 22°30'00" a distance of 27.49 feet,
- 11) North 22°31'37" East 19.31 feet to the beginning of a 30.00 foot radius tangent curve to the left,
- 12) Along said curve, through a central angle of 22°30'00" a distance of 11.78 feet,
- 13) North 00°01'37" East 78.06 feet,
- 14) North 56°13'23" West 90.93 feet to a point from which the Northeast corner of said Lot 301 bears North 33°46'37" East 138.01 feet and South 57°10'47" East 179.36 feet;
- 15) North 33°46'37" East 60.00 feet,
- 16) South 56°13'23" East 98.95 feet,
- 17) South 00°01'37" West 123.49 feet to the beginning of a 70.00 foot radius curve to the right,
- 18) Along said curve, through a central angle of 22°30'00" a distance of 27.49 feet,
- 19) South 22°31'37" West 19.31 feet to the beginning of a 30.00 foot radius curve to the left,
- 20) Along said curve, through a central angle of 22°30'00" a distance of 11.78 feet,
- 21) South 00°01'37" West 93.54 feet to the beginning of an 80.00 foot radius tangent curve to the left,
- 22) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
- 23) South 22°28'23" East 34.08 feet to the beginning of an 80.00 foot radius tangent curve to the left,
- 24) Along said curve, through a central angle of 22°30'00" a distance of 31.42 feet,
- 25) South 44°58'23" East 48.69 feet to the beginning of a 120.00 foot radius tangent curve to the right,
- 26) Along said curve, through a central angle of 22°30'00" a distance of 47.12 feet,

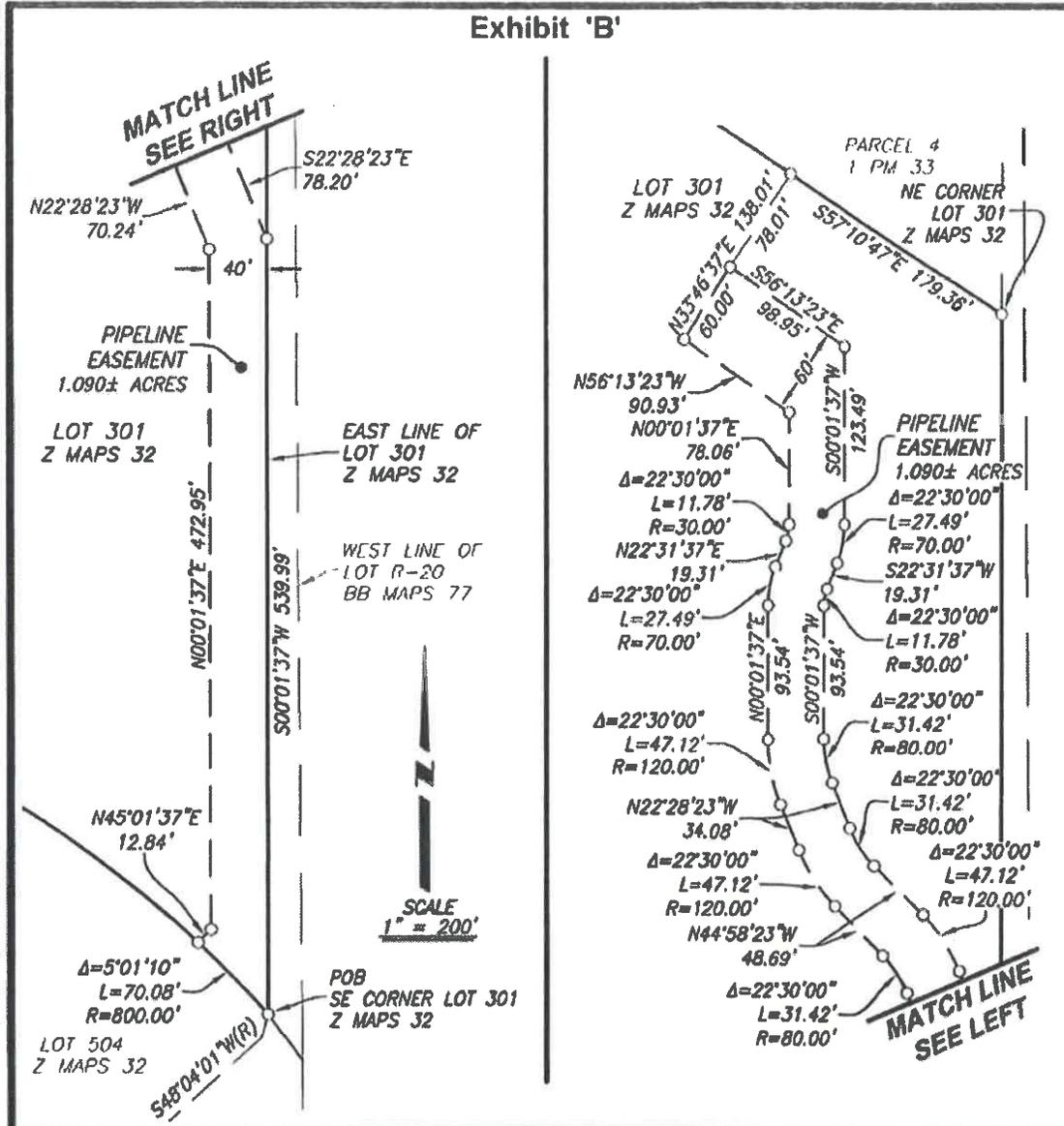
27) South 22°28'23" East 78.20 feet to the East line of said Lot 301,
Thence, along said East line of Lot 301, South 00°01'37" West 539.99 feet to the Point of
Beginning.
Containing 1.090 acres, more or less.

The Basis of Bearings of this description "Final Map No. 2003-156 Verdera Large Lot
Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.

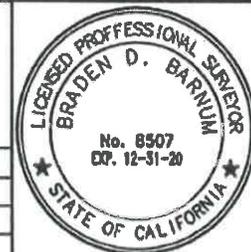


Braden Barnum
3/22/19

Exhibit 'B'



**PIPELINE EASEMENT
LOT 301, Z.B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA**



CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd Suite 130 Roseville CA 95678
Phone 916-773-4008 Fax 916-773-4408

DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 03-22-19

Braden Barnum

FILE: K:\113600\SURV\EASEMENT 4.dwg

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:

T. 12N., R. 07E., SEC. 29 SW/4 and SEC. 30 E/2

A.P. No: 337-012-017-000

project type: treated

Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is a right-of-way to construct, reconstruct, maintain, repair, replace and operate any size water pipeline or pipelines, conduits, and above and below ground appurtenant facilities, including but not limited to metering devices, gate valves, electrical/electronic equipment and fiber optic conduits, as necessary to convey, monitor, and/or meter water.

GRANTOR further grants to the AGENCY:

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

- (b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on January 5, 2010, in document number 2010-0000486 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;
- (c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;
- (e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

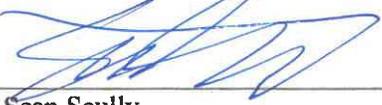
ENCROACHMENT BY GRANTOR

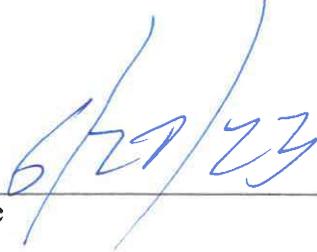
Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR
City of Lincoln, a Municipal Corporation

By: 
Sean Scully
City Manager


Date

(Signature(s) must be acknowledged by a Notary Public)
(Document must be Accepted by the Agency)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

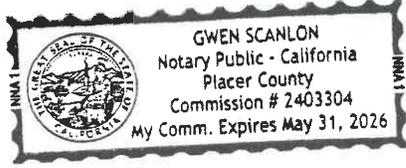
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Gwen Scanlon
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement COL to PCWA Apn # 337-012-017

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

| | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer – Title(s): _____ | <input type="checkbox"/> Corporate Officer – Title(s): _____ |
| <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| Signer is Representing: _____ | Signer is Representing: _____ |

Exhibit 'A'
Pipeline Easement

A portion of Lot 504 as shown on "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records, located in Section 30 and Section 29, Township 12 North, Range 7 East, M.D.M., Placer County, California, described as follows:

Pipeline Easement #1

Beginning at the Southeast corner of said Lot 504, also being the Northeast corner of the parcel described in the Grant Deed to Placer County Water Agency recorded in Book 1655 at Page 356, Placer County Records; Thence, from the Point of Beginning, along the South line of said Lot 504, South 55°36'28" West 395.18 feet;

Thence, leaving said south line along the follow nineteen (19) courses:

- 1) North 40°17'40" East 251.03 feet,
- 2) North 85°17'40" East 70.30 feet,
- 3) North 40°17'40" East 15.83 feet,
- 4) North 29°02'40" East 158.33 feet to the beginning of a 1020.00 foot radius tangent curve to the right,
- 5) Along said curve, through a central angle of 4°27'39" a distance of 79.41 feet,
- 6) North 33°30'19" East 264.56 feet to the beginning of a 530.00 foot radius tangent curve to the left,
- 7) Along said curve, through a central angle of 29°07'49" a distance of 269.46 feet,
- 8) North 04°22'30" East 2.75 feet to the beginning of an 180.00 foot radius tangent curve to the left,
- 9) Along said curve, through a central angle of 32°46'44" a distance of 102.98 feet,
- 10) North 28°24'14" West 271.79 feet,
- 11) North 33°40'06" West 150.56 feet,
- 12) North 07°37'48" West 58.28 feet,
- 13) North 02°09'48" East 84.68 feet,
- 14) North 36°54'50" East 209.23 feet,
- 15) North 26°24'25" East 85.50 feet,
- 16) North 11°57'36" East 90.14 feet,
- 17) North 01°01'01" East 64.56 feet,
- 18) North 23°09'48" West 127.21 feet,
- 19) North 36°20'06" West 111.91 feet to the East line of said Lot 504,

Thence, along said East line of Lot 504 the following fifteen (15) courses:

- 1) South 89°57'20" East 45.96 feet,
- 2) South 37°02'32" East 138.81 feet,
- 3) South 23°37'26" East 63.39 feet,
- 4) South 10°45'30" East 71.30 feet,
- 5) South 04°08'17" West 100.03 feet,
- 6) South 13°11'52" West 41.31 feet,
- 7) South 36°29'50" West 307.51 feet,
- 8) South 17°23'51" West 21.69 feet,
- 9) South 17°38'16" East 48.80 feet,
- 10) South 27°59'56" East 472.29 feet,
- 11) South 18°05'32" East 60.96 feet,
- 12) South 05°19'27" East 38.49 feet,
- 13) South 11°02'33" West 177.87 feet,

- 14) South 31°42'10" West 538.38 feet,
- 15) South 00°36'10" West 38.42 feet to the Point of Beginning.

Containing 2.580 Acres, more or less.

Pipeline Easement #2

Beginning at the Northeast corner of said Lot 504; Thence, from the Point of Beginning, along the East line of said Lot 504, South 00°22'52" East 63.03 feet;

Thence, leaving said East line the following three (3) courses:

- 1) North 36°20'06" West 22.61 feet,
- 2) North 32°29'07" West 110.80 feet,
- 3) North 00°01'37" East 33.68 feet to the North line of said Lot 504 being an 800.00 foot radius non-tangent curve to the right,

Thence, along said curve, from a radial bearing of South 43°09'41" West, through a central angle of 04°54'20" a distance of 68.49 feet;

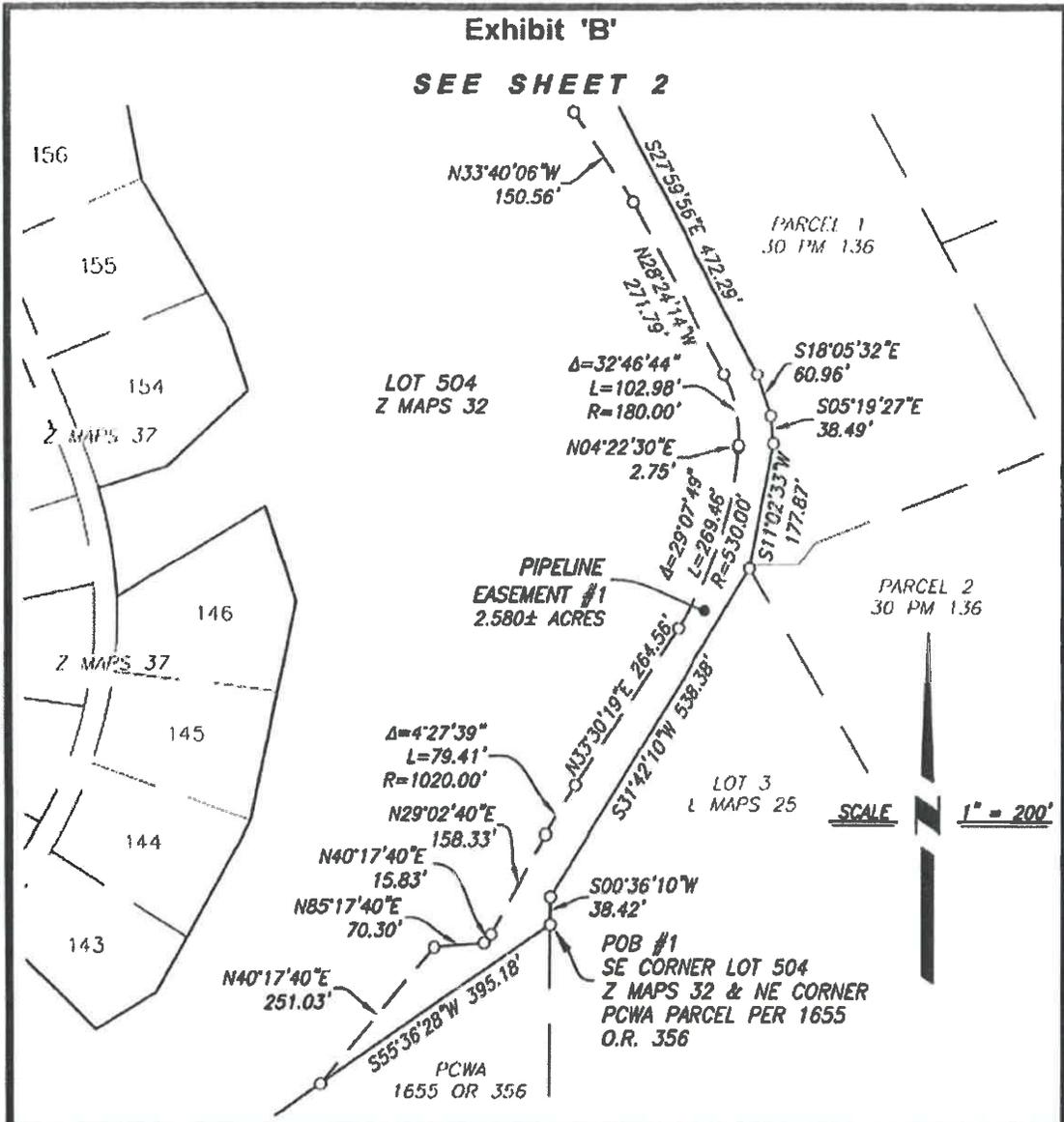
Thence, South 36°21'57" East 41.27 feet to the Point of Beginning.

Containing 3,804 square feet, more or less.

The Basis of Bearings of this description is "Final Map No. 2003-156 Verdera Large Lot Subdivision" filed in Book Z of Maps at Page 32, Placer County Records.



Braden Barnum
3/22/19



PIPELINE EASEMENT
LOT 504, Z B.M. 32
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA



CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 • Roseville, CA • 95678
Phone 916-773-4006 Fax 916-773-4488

DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 03-22-19

Braden Barrium

FILE: R:\1113600\SURVEY\EASEMENT 2.dwg

RECORDING REQUEST BY

Placer County Water Agency
No fee required, pursuant to Gov't
Code § 27383.

AND WHEN RECORDED MAIL TO

Placer County Water Agency
P.O. Box 6570
Auburn, CA 95604

This space for recorder's use only

For internal use only:

T. 12N., R. 07E., SEC. 31, NE1/4

A.P. No: 337-012-040-000

project type: treated

Project: FA2521 – Lincoln/Penryn Phase 3

Exempt from fee imposed by the building Homes & Jobs Act (SB2)(GC27388.1)

Reason for exemption: GC27388.1(D)

Documentary Transfer Tax: \$0.00 Rev & Tax Code § 11911

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, **City of Lincoln, a Municipal Corporation** (hereinafter called "GRANTOR") hereby grants to the **Placer County Water Agency**, a public body, (hereinafter called "AGENCY") a non-exclusive, permanent easement in, on, over, under, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement. In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

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GRANTOR further grants to the AGENCY:

- (a) the right to grade and travel upon for the purpose of patrolling and maintaining the easement area for the full width thereof; and surface the area if required to prevent erosion and/or ensure safe passage.

- (b) the right of ingress and egress over and across GRANTOR'S remaining lands as described in that certain document, recorded on January 5, 2010, in document number 2010-0000486 Official Records of Placer County, by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall cause the least practical damage and inconvenience to GRANTOR; provided further, that if any portion of Grantor's land is or shall be subdivided and dedicated roads or highways on such portion shall extend to the easement area, this right of ingress and egress on GRANTOR'S remaining land shall be confined to such dedicated roads and highways;
- (c) the right from time to time to trim and to cut down and clear away any and all trees, stumps, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the easement area which may interfere with the exercise of the AGENCY'S rights hereunder; provided, however, that all trees which the AGENCY is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of GRANTOR, but all tops, lops, brush, stumps, and refuse wood shall be burned, chipped, or removed at the discretion of the AGENCY;
- (d) the right to install, maintain, and use gates in all fences which inhibit access to the easement area and the right to install Agency locks on such existing or future gates;
- (e) the right to mark the location of pipelines and other underground facilities in the easement area by suitable markers set in the ground; and
- (f) the right to line, seal, patch, or replace pipelines, canals, ditches, conduits and other facilities, installed in the easement area.

ENCROACHMENT BY GRANTOR

Subject to all of the rights and easements granted to AGENCY herein, GRANTOR reserves the right to use the easement area; provided, that GRANTOR shall not erect or construct any building or other structure in the easement area or cut and/or fill over any AGENCY pipeline, or appurtenant facilities in the easement area or drill or operate any well, or drill any holes for fence posts or other structures, or construct any reservoir or other obstruction in the easement area, or diminish or substantially add to the ground cover over the easement area, or otherwise use the easement area in any way that interferes with AGENCY's full enjoyment and use thereof. If issued an encroachment permit by the AGENCY, GRANTOR may construct fences within or crossing the easement, provided that GRANTOR shall provide a gate or gates of sufficient width to allow ingress and egress to the easement by the AGENCY for personnel, trucks and equipment and a means for AGENCY to install its own lock on any such gates.

ASSIGNMENT

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

GRANTOR

City of Lincoln, a Municipal Corporation

By: _____

Sean Scully
City Manager

Date _____

9/27/23

(Signature(s) must be acknowledged by a Notary Public)

(Document must be Accepted by the Agency and may be submitted to escrow)

CALIFORNIA ACKNOWLEDGMENT

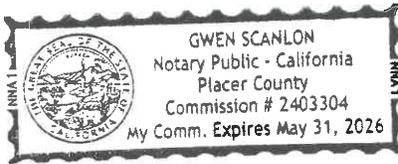
CIVIL CODE § 1189

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 Placer }

On 6/27/2023 before me, Gwen Scanlon, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sean Scully
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Gwen Scanlon
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant of Easement col to PCWA Apn # 337-012-040

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Exhibit 'A'
Pipeline Easement

A portion of Lot 512 as shown on "Final Map No. 2003-224 Verdera Village 13 - Phase 3" filed in Book Z of Maps, at Page 58, Placer County Records, located in Section 31, Township 12 North, Range 7 East, M.D.M., Placer County, California.

All that portion of said Lot 512 lying Northerly of the following described line:

Beginning at a Point on the East Line of Said Lot 512, from which the Southwest corner of Lot 1 as shown on "Tract No. 382 Clover Valley Ranch Unit No. 1", filed in Book L of Maps, at Page 25, Placer County Records, bears South 00°47'26" East 75.00 feet; said Point of Beginning is on the North line of the Water Pipeline Easement described Document No. 2000-0059691, Placer County Records;

Thence, along the North line of said Water Pipeline Easement, West 60.00 feet to a point on the West line of said Lot 512.

Containing 1.570 Acres, more or less.

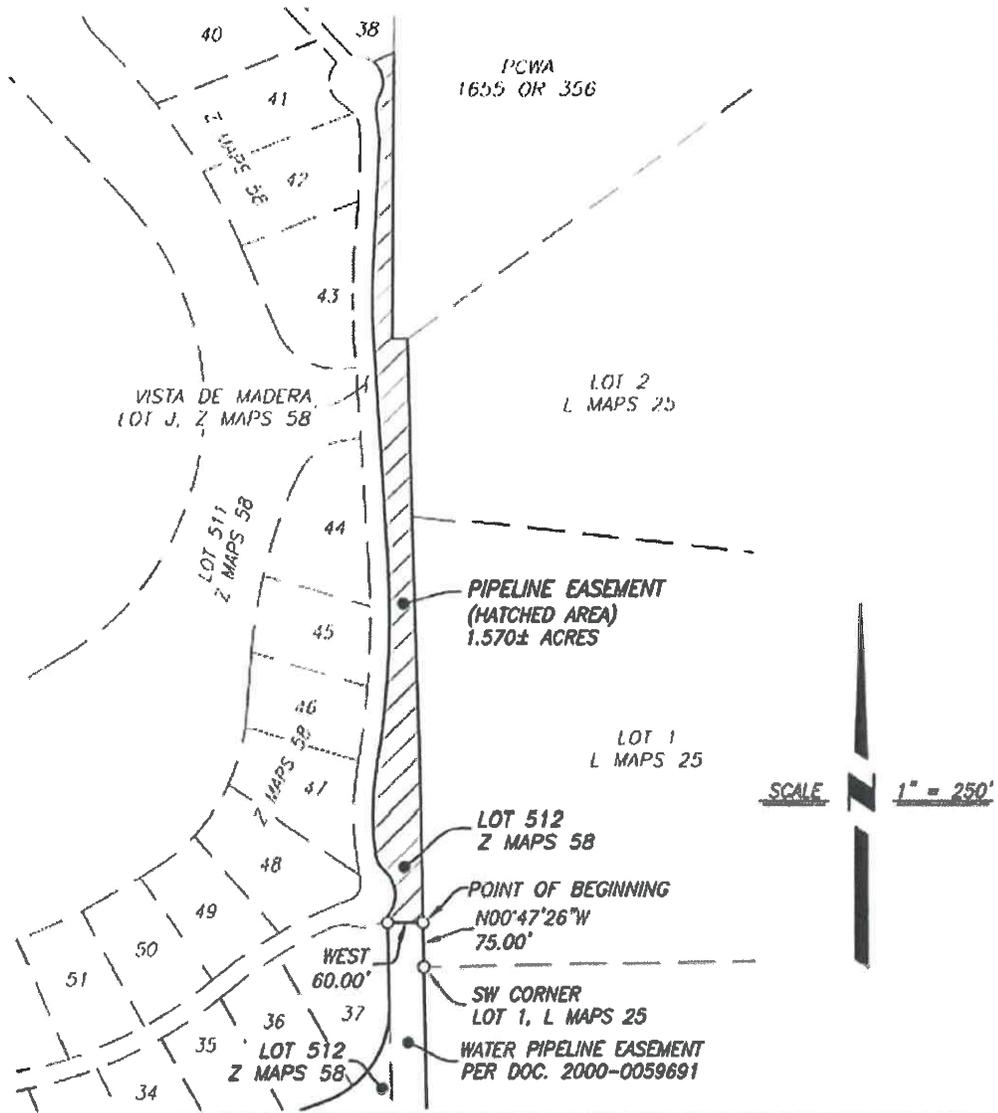
The Basis of Bearings of this description is "Final Map No. 2003-224 Verdera Village 13 - Phase 3" filed in Book Z of Maps, at Page 58, Placer County Records.



Braden Barium

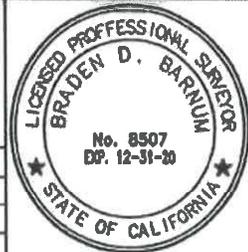
3/22/19

Exhibit 'B'



SCALE 1" = 250'

**PIPELINE EASEMENT
LOT 512, Z B.M. 58
CITY OF LINCOLN, COUNTY OF PLACER,
STATE OF CALIFORNIA**



CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd Suite 130 - Roseville, CA 95678
Phone: 916-773-4008 Fax: 916-773-4488

DRAWN BY: BB
CHECKED BY: MH
SHEET: 1 OF 2
DATE: 03-22-19

Braden Barnum

FILE: X:\113600\SURVY\EASEMENT 1.dwg

RIGHT OF ENTRY AGREEMENT

City of Lincoln Access Through PCWA's Whitney Reservoir Property
1275 Camino Verdera, Loomis, CA 95650

This Right of Entry Agreement (the "Right of Entry") is entered into by and between Placer County Water Agency ("Agency") and the City of Lincoln, a municipal corporation ("Lincoln"). For purposes of this Right of Entry, Lincoln includes its agents, employees, contractors, subcontractors and invitees. The parties agree as follows:

1. **Premises:** Agency grants Lincoln permission to enter its property located at 1275 Camino Verdera, Loomis, California, also identified as Placer County Assessor Parcel Number (APN) 032-010-020 (the "Premises"), for access purposes. Lincoln may access the Premises with Lincoln's vehicles, equipment and personnel for purposes of and relating to the operation and maintenance of Lincoln's facilities associated with the parties' Lincoln-Penryn Pipeline Phase III Project. The Premises is depicted on Exhibit "A", attached hereto and incorporated herein by reference.
2. **Description of Access Rights:** During the Term of this Right of Entry, Lincoln shall have the following rights to the Premises.
 - a. For the purposes of this Right of Entry, Lincoln and Agency agree to work together to generate an expected work schedule for each day of the week that Lincoln intends to access the Premises (the "Normal Business Hours"). Should Lincoln desire to access the Premises beyond the Normal Business Hours, Lincoln shall obtain the Agency's prior written authorization for such use.
 - b. There are two gates located at the Premises that are Agency-owned and maintained. Lincoln shall install its own locks on each gate using a daisy-chain locking method such that each party may independently operate and use the gates for access to the Premises.
 - c. Due to the vulnerability of the Whitney Reservoir site, Lincoln's access across the Premises shall be limited to driving between Lincoln's Tank #1 and Tank #3 sites for routine operation and in-house maintenance activities.
 - d. Lincoln may drive a full-size, highway-legal pick-up truck not exceeding a one (1) ton payload capacity.
 - e. Lincoln may access the Premises with alternate vehicles, as it is understood that such vehicles may change from time to time over the term of this Right of Entry,

provided however, that the use of such alternate vehicles shall be restricted to routine operation and maintenance activities.

- f. Lincoln shall not use the access route for construction equipment or other heavy equipment without prior written permission from the Agency and any additional insurance requirements as stipulated by the Agency.

3. Conditions and Restrictions/Standards of Use:

- a. While the Agency's intent is to provide Lincoln with a permanent access route with respect to the Premises, the Agency has an obligation to protect the water supply and therefore, Lincoln's failure to strictly follow any of the conditions and restrictions set forth herein may result in termination of this Right of Entry.
- b. Lincoln shall use the road across the northwesterly portion of the Premises (depicted on Exhibit "A" as "Shared Access – Primary"), as the road is currently established. If the northwesterly road is not passable, Lincoln shall have the right to use the road southeasterly of the Whitney Reservoir (depicted on Exhibit "A" as "Shared Access – Secondary") until such time as the primary northwesterly access road becomes passable. Lincoln access across the "Dam Road" shall be prohibited.
- c. Lincoln shall close and lock all gates after passing through the gates. Under no circumstances shall any gate be left open, unlocked or "false-" or "dummy-locked".
- d. The Premises is protected by a security alarm system and such system is owned and maintained by the Agency. The Agency shall provide Lincoln with an access code to disarm and re-arm the system. This code shall not be shared with any person or persons not directly employed by Lincoln, including any third-party vendor, contractor, or any other person or entity not employed by Lincoln.
- e. Lincoln shall be responsible for setting any alarms upon leaving the Premises and securing the site each time Lincoln access the Premises, using the safety and security measures then in use by the Agency. Safety and security systems may change over the term of this Right of Entry, and the Agency shall promptly communicate any such changes to Lincoln if and when they occur.
- f. Lincoln shall not perform any work within the Premises without the prior written authorization from the Agency.
- g. Lincoln shall immediately notify the Agency of any damage to the property or any improvements within the Premises.

- h. Agency maintains the access roads within the Premises in a passable condition for its use only. If Lincoln desires to make additional improvements to the northwesterly or southeasterly access road, such improvements shall be at Lincoln's sole cost and expense. Any improvements to the access roads by Lincoln may commence only after receiving prior written authorization from the Agency.
- i. Lincoln agrees and understands that the refueling of any vehicle(s) or equipment within the Premises is strictly forbidden.
- j. Lincoln shall not do anything or permit anything to be done, in or about the Premises that might subject the Agency to any liability or responsibility for any injury or damages to any person or property by reason of any activity, use, business operation or other practice conducted on the Premises.
- k. Disposal, Use and Storage of Hazardous Materials. Lincoln shall not store or dispose of hazardous materials on the Premises, nor cause, permit, or allow any officer, agent, employee, contractor, permittee, or invitee of Lincoln to store or dispose of hazardous materials on the Premises.

For purposes of this Right of Entry, "hazardous materials" means any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever, commonly referred to or defined in any law as a hazardous material or hazardous substance (or other similar term) including, but not limited to: petroleum products, asbestos, chemicals, solvents, flammable materials, explosives, urea formaldehyde, PCB's, chlorofluorocarbons, freon, radioactive materials, or any other toxic material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions.

- l. Explosive Materials. Any vehicles containing explosive materials or explosive liquids are expressly prohibited within the Premises.

4. **Insurance:** The parties shall maintain insurance coverage throughout the course of this Right of Entry in accordance with the provisions specified in that certain Memorandum of Agreement Between Placer County Water Agency and the City of Lincoln for Metering Facilities Known as Lincoln Metering Station No. 1 & 2 and Related Facilities (the "MOA") entered into by the parties on June 15, _____, 2023.

5. **Indemnity:**

- a. Agency agrees to save harmless and indemnify Lincoln from any liability, claim or demand which may be made by any person resulting from the negligence of the Agency in the performance of its responsibilities under this Right of Entry, and

further agrees, at its own cost and expense, to defend any action which may be brought against Lincoln resulting from such negligence of the Agency upon request from Lincoln, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of Lincoln in its performance of the terms of this Right of Entry.

- b. **Lincoln** agrees to save harmless and indemnify the Agency from any liability, claim or demand which may be made by any person resulting from the negligence of Lincoln in the performance of its responsibilities under this Right of Entry, and further agrees, at its own cost and expense, to defend any action which may be brought against the Agency resulting from such negligence of Lincoln upon the request from the Agency, and further agrees to pay or satisfy any judgment which may result from such action. The foregoing provisions shall not be applicable to claims or actions that arise from the negligence of the Agency in its performance of the terms of this Right of Entry.

6. Damage or Destruction to Agency's Premises, Facilities or Improvements: If damage occurs to the Premises or to any Agency improvements or facilities on, over, above or below the Premises, Lincoln shall: 1) immediately notify Agency of the type and extent of the damage or destruction; 2) upon Agency's authorization to do so, repair or replace the damaged or destroyed facility, improvement or portion of the Premises; or 3) reimburse Agency, upon receipt of an invoice from Agency, for its costs of labor and materials should Agency determine that the repair or replacement of the damaged or destroyed facility, improvement or portion of the Premises shall be completed by Agency.

7. Term: This Right of Entry shall be effective as of the date it is signed by the parties (the "Effective Date") and shall remain in full force and effect until terminated in writing by the parties upon thirty (30) days' prior written notice.

8. Access Maintained for Agency Operations and Maintenance: Lincoln shall not, at any time during the term of this Right of Entry, hinder, prevent, block or limit access to the Premises by Agency staff of Agency contractors, subcontractors, consultants or invitees.

9. Inspection of Premises by Lincoln: Agency makes no representations as to the condition or suitability of the Premises for the purposes of this Right of Entry and Lincoln accepts the Premises in their As-Is, Where-Is condition.

10. Notices: Any and all notices or demands by or from Agency to Lincoln or Lincoln to Agency, shall be in writing. They shall be served either personally or by mail. If served personally, services shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands shall be conclusively deemed made as of the time of deposit in the United States mail, postage paid, return receipt requested.

Any notice or demand may be given to:

Lincoln:
City of Lincoln
Attn: Public Works Director
600 Sixth Street
Lincoln, CA 95648

Agency:
Placer County Water Agency
Attn: Brian Rickards
P.O. Box 6570
Auburn, CA 95604

Any party hereto may change the address for notice by giving written notice to the other party according to this Section 10.

11. Surrender at End of Term. Lincoln agrees on the last day of the Term, or sooner termination of this Right of Entry, to surrender the Premises with appurtenances to the Agency in the same condition as when received, reasonable wear and tear thereof accepted. If Lincoln, at the termination of this Right of Entry has not restored the Premises to their original condition, the Agency may take necessary action to restore the Premises to Agency's satisfaction and invoice Lincoln for the cost thereof.

12. Default.

a. Events of Default. The occurrence of any of the following shall constitute a default by Lincoln or, as and where the context allows, by Agency:

(i). In the case of either Lincoln or Agency, failure to perform any other provision of this Right of Entry if the failure to perform is not cured within thirty (30) days after written notice has been given to the defaulting party. If the default cannot be reasonably cured within thirty (30) days, the defaulting party shall not be in default of this Right of Entry if the defaulting party commences to cure the default within the thirty (30) day period and diligently and in good faith continues to endeavor to cure the default.

(ii). The discontinuance of Lincoln's operation and maintenance activities such that access across the Premises is no longer necessary.

b. Default Notices. Notices given under this paragraph shall specify the alleged default and applicable Right of Entry provision or provisions connected thereto, and shall demand that the defaulting party cure the default or quit the Premises. No such notice shall be deemed a forfeiture or termination of this Right of Entry unless the non-defaulting party so elects in the notice. The purpose of the notice

requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California, and to provide the defaulting party a reasonable opportunity to cure the alleged default.

- c. **Remedies.** Upon the occurrence of any one or more of the defaults referenced in Section 13(a) above, Agency shall have the right to terminate this Right of Entry. Upon such termination, Lincoln's right to possession of the Premises shall terminate and Lincoln shall surrender possession and vacate the Premises immediately according to the provisions of Section 12, above. Election by Agency to terminate this Right of Entry shall not prejudice any rights or claims Agency may have for sums remaining due it or for damages or pursuing such other remedies as may be available to Agency by law or equity, all remedies of Agency to be cumulative and not alternative.

13. Entire Agreement: This Right of Entry constitutes the entire agreement relating to the subject matter hereof. Any other prior agreements, promises, negotiations, or representations concerning the subject matter hereof not expressly set forth in this Right of Entry are of no force and effect. Any amendment to this Right of Entry shall be of no force and effect unless it is in writing and signed by each party.

ACKNOWLEDGED:

City of Lincoln, a municipal corporation

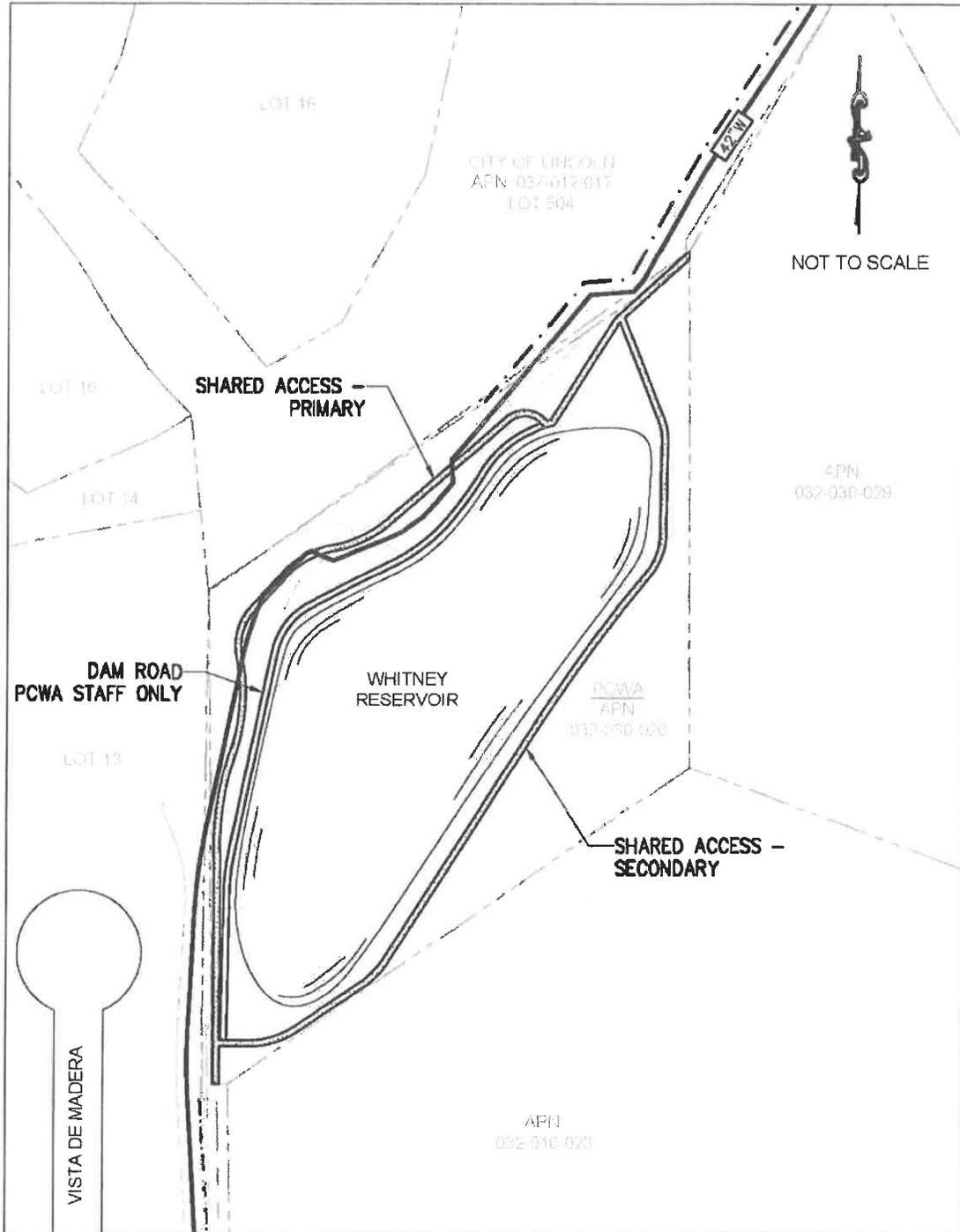
By: 
Print Name: Sean Scully
Title: City Manager
Date: 6/27/23

ACCEPTED:

Placer County Water Agency

By: _____
Print Name: Jeremy Shepard
Title: Director, Technical Services Department
Date: _____

Exhibit "A"
Premises



RESOLUTION 2023 - 044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT AND AMENDMENT NO. 1 TO THE WATER SUPPLY AGREEMENT BETWEEN THE PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DEEDS TO PCWA AND ACCEPT A DEED FROM VERDERA COMMUNITY ASSOCIATION

WHEREAS, On December 10, 2012, the City and Placer County Water Agency (PCWA) entered into a Water Supply Contract which included provisions for the financing, design and construction of the Lincoln-Penryn Phase 3 Project (CIP 307, Project) consisting of a water transmission main along the City's easterly limits and a pressure reducing/metering station near Sierra College Boulevard and Twelve Bridges Drive; and

WHEREAS, On September 13, 2016, the City Council adopted a resolution authorizing the City Manager to execute Amendment No.1 to Facilities Agreement No. 2521 (FA 2521) for the upsizing of the pipeline from a 30-inch diameter pipeline to a 42-inch diameter pipeline and upsize the metering station to accommodate 42-inch and 60-inch pipelines; and

WHEREAS, On December 11, 2018, the City Council adopted a resolution authorizing the City Manager to execute Amendment No.2 to FA 2521 to modify terms of treated water capacity in exchange for the City's cost to design and construct the project, and to provide for roles and responsibilities in construction management; and

WHEREAS, On April 13, 2021, in coordination with PCWA the City Council adopted a resolution accepting the CIP 307 improvements and authorizing the City Clerk to file a Notice of Completion for the Project; and

WHEREAS, a Memorandum of Agreement (MOA) was developed by PCWA and City Staff that describes the various details, entitlements, operations, necessary agency cooperation, responsibilities and locations of shared facilities that were constructed with the Project as contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in FA 2521 including identifying shared site access, maintenance of shared access roads, easements and shared fiber optic conduits; and

WHEREAS, FA 2521, the MOA and the City Council Agenda Report associated with this resolution describe in detail the various land transactions needed to complete the Project; and

WHEREAS, In recent years the City's maximum day unregulated water consumption for the high elevation water pressure zone near Catta Verdera has reached or exceeded the current PCWA contract maximum of 1.1-million gallons; and

WHEREAS, City Staff, in consultation with PCWA staff, have determined that increasing the City's maximum day unregulated water supply from PCWA to the high elevation water supply zone in Catta Verdera should be increased by 58,750-gallons to provide for approximately five years of growth plus 59,509-gallons for a 5% operational

contingency for a total increase of 118,259-gallons for a revised contract daily maximum of 1,249,686-gallons or, as defined by PCWA as 1,086.7-Units of Capacity (UOCs); and

WHEREAS, PCWA's current rate for unregulated water is \$22,805 per UOC, the cost to purchase the recommended additional maximum day supply in the proposed Amendment No.1 to the Water supply Agreement is \$2,345,124.91; and

WHEREAS, the \$2,345,124.91 cost to purchase the recommended additional maximum day supply would be covered by redeeming water connection credits generated by the City's construction of CIP 307; and

WHEREAS, execution of the above mentioned Memorandum of Agreement, Amendment No. 1 to the Water Supply Agreement, and acceptance of land grants require subsequent review and ratification by the PCWA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lincoln authorizes the City Manager to take any actions necessary to execute:

1. A Memorandum of Agreement with Placer County Water Agency regarding facilities constructed by CIP 307 memorializing the various details, entitlements, operations, necessary agency cooperation, responsibilities and locations of shared facilities that were constructed with CIP 307 as contemplated in FA 2521 with respect to matters involving shared and interdependent use of facilities not previously addressed in FA 2521 including identifying shared site access, maintenance of shared access roads, easements and shared fiber optic conduits.
2. Grant deeds for the new PCWA Lincoln Metering Station No. 2 and various project related easements conveyed to PCWA, and acceptance of an easement from Verdera Community Association.
3. Amendment No. 1 to the Water Supply Agreement with PCWA to increase the unregulated supply contract daily maximum usage by 118,259-gallons for a revised contract daily maximum of 1,249,686-gallons or 1,086.7-Units of Capacity (UOCs) as defined by PCWA. This includes redeeming water connection credits resulting from construction of CIP 307 and in accordance with PCWA Facilities Agreement 2521.

PASSED AND ADOPTED this 14th day of March, 2023.

AYES: COUNCILMEMBERS: Andreatta, Karleskint, Brown, Lauritsen, Joiner

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:


Paul Joiner, Mayor

ATTEST:


Gwen Scanlon, City Clerk

**CONTRACT BETWEEN PLACER COUNTY WATER AGENCY
AND CITY OF LINCOLN FOR A TREATED WATER SUPPLY**

adopted by PCWA Board on 12/10/2

This contract made this 13th day of November, 2012, by and between the Placer

County Water Agency, hereinafter referred to as the "Agency", a public agency created by the California Legislature by the Placer County Water Agency Act, and the City of Lincoln, a municipal corporation, located within the Agency, hereinafter referred to as "Lincoln."

RECITALS

The Agency and Lincoln entered into a water supply contract on February 24, 1998, which was supplemented on July 13, 1999, November 7, 2002 and again on December 11, 2006 and expires on December 31, 2012.

The Agency recognizes and acknowledges an existing contribution by Lincoln of \$4 million towards facilities construction, as set forth in the Supplement to the Contract between the Agency and Lincoln, dated December 11, 2006, which contribution entitles Lincoln to 351.7 future EDU's (404,455 gpd) through the unregulated delivery facilities.

The Agency and Lincoln now wish to enter into a new water supply contract that consolidates and supersedes the February 24, 1998, as amended and sets forth their mutual understandings and agreement regarding water supplies from the Agency in the future.

NOW, THEREFORE, the above Recitals are true and correct and incorporated herein by reference, and the parties hereto mutually agree as follows:

ARTICLE 1 – TERM OF CONTRACT

This contract (“Contract”) shall supersede the contract of February 24, 1998, as amended and supplemented, and shall become effective on January 1, 2013 and remain in effect through December 31, 2032.

ARTICLE 2 – OPTION FOR CONTINUED SERVICE

At the expiration of the term of this Contract, Lincoln shall be entitled to renewals of this Contract for successive periods not to exceed twenty years at a time, provided that the terms and conditions of each such renewal are agreed upon not later than one year prior to the expiration of the then-existing contract. The renewal contract shall provide for service of water under the same conditions of service as the then-existing contract including time, place, amount and rate of delivery, provided *that* the conditions of service may be altered if necessary to meet regulatory or legal requirements imposed on Agency or Lincoln.

ARTICLE 3 – POINTS OF DELIVERY AND INTERTIES

(a) Points of Delivery. All water furnished pursuant to the Contract shall be delivered to Lincoln at the Lincoln Metering Station adjacent to Lincoln’s 5 million gallon storage tank near the Catta Verdera development as shown on **Exhibit A** attached hereto and incorporated herein by reference, and at other locations that may in the future be agreed to in writing by the parties. All locations where water is to be delivered are hereinafter referred to

collectively as “Points of Delivery”. Upon agreement as to additional Points of Delivery, Exhibit A shall be amended to show those Points of Delivery. Upon agreement by the Agency, which shall not be unreasonably withheld, Lincoln may also elect to take delivery of water from the Agency at a point along the Agency’s existing 18-inch line in Athens Road, provided that Lincoln pays the Agency’s full Water Connection Charge (“WCC”) at the time of request for such delivery and complies with such additional terms and conditions as are appropriate at that location. Lincoln shall be solely responsible for all costs of constructing the Points of Delivery and all costs of operating and maintaining all Lincoln’s facilities beyond the Points of Delivery, provided, however, that the costs of construction of metering stations and facilities upstream of the Points of Delivery shall be a credit against future Water Connection Charges.

(b) Interties. The Agency and Lincoln recognize that there is a mutual benefit in having interties between their respective distribution systems to provide for the exchange of water between Agency and Lincoln under emergency conditions and during planned maintenance periods. These interties will be established and operated in a manner mutually agreed to in writing.

ARTICLE 4 – EXISTING AND PLANNED INFRASTRUCTURE

(a) Existing Infrastructure. The location of the major existing and planned infrastructure elements associated with the delivery of treated water from the Agency to Lincoln are also shown on **Exhibit A**.

(b) Penryn-Lincoln-Sunset Pipeline. Phases 1A, 1B and 2 segments of the Penryn-Lincoln-Sunset pipeline have been completed in accordance with prior agreements between the parties. The Phase 3 segment was envisioned in a prior agreement but has not been constructed as of the date of this Contract.

The Phase 3 segment will extend a pipeline from the Lincoln Metering Station north to Lincoln's City Pond site. The Phase 3 segment will include a new Metering Station at the City Pond site similar to the existing Lincoln Metering Station. Lincoln and the Agency are in the process of negotiating a Facilities Agreement for the construction of the Phase 3 segment, which shall cover issues of timing, funding and changes in Lincoln's Maximum Delivery Entitlement, and the Agency recognizes the existing contribution by Lincoln of \$4 million towards the future construction.

(c) Lincoln Metering Station. The existing Lincoln Metering Station, located at the northerly end of the Phase 1B pipeline, includes two separate metering facilities: one for the unregulated metered delivery of water to the high elevation lots of the Catta Verdera development, and one for the flow-regulated metered delivery to the Lincoln Pressure Zone. "Regulation" as used in this Article means the Agency's ability to control the rate of flow and limit flow fluctuations. The Lincoln Metering Station is designed to deliver up to 20 mgd combined (both regulated and unregulated delivery).

(d) Future Facilities. Exhibit A also shows the approximate location of the proposed Ophir Water Treatment Plant ("Ophir WTP") and transmission lines needed to

connect it to the existing Foothill-Sunset system. Completion of these future facilities will increase the Agency's maximum delivery rate capability to Lincoln and the remainder of the Agency's service area.

(e) Reservation of Transmission Capacity. As of the date of this Contract, all payments made by Lincoln, whether direct investments in pipelines or payments of the Agency's WCC, have been incorporated into the calculation of Lincoln's Maximum Delivery Entitlement and Lincoln has no separate or additional rights to transmission capacity in the Agency's system.

ARTICLE 5 – MAXIMUM DELIVERY ENTITLEMENTS

(a) General Provisions

The Agency will supply Lincoln with water each year at the Points of Delivery, up to the maximum quantities and maximum rates of flow specified in this Article, subject to the terms and conditions of this Contract.

During the non-peak season, generally from September to May, but not during a PG&E water service outage, Lincoln may exceed the maximum quantities and flow rates to which it is entitled under the Contract for purposes of performing maintenance on its system, provided that the Agency is notified in advance and determines it has the capability to provide such accommodation of flow rates and quantities.

In an emergency situation within Lincoln's system Lincoln shall have equal access to the Agency's storage and delivery capacity on the same basis as other Agency customers if needed.

In an emergency situation within Agency's system, Lincoln agrees to utilize its alternative groundwater supplies and internal storage capacity to the maximum extent feasible at the request of the Agency.

(b) Current Maximum Delivery Entitlement. As of the date of this Contract, the maximum amount of water which Lincoln may require the Agency to deliver to Lincoln through the regulated delivery facilities in a single day is 17,774,452 gallons, and through the unregulated delivery facilities in a single day is 726,972.5 gallons, for a combined total of 18,501,424.5 gallons per day (Maximum Delivery Entitlement). For purposes of this Contract, a day shall be the twenty-four hour period beginning one second after midnight.

(c) Service to High Elevation Lots. It is anticipated that ultimately there will be approximately 600 dwelling lots within Lincoln's service area at elevations higher than can be served by gravity from the Lincoln Pressure Zone. The Agency agrees that Lincoln may elect to take unregulated delivery from the Agency for these lots, provided that Lincoln first pays to the Agency the Agency's full WCC, as it exists at the time of such payment. To date, Lincoln has paid for WCC credits for a maximum day water delivery of 726,972.5 gallons for the unregulated deliveries for the high elevation lots in Lincoln that are served by the Agency's storage facilities. Should Lincoln desire to purchase additional maximum day capacity for service to high elevation lots, Lincoln shall submit to the Agency a written request specifying the additional maximum day water delivery required. Assuming there is adequate capacity in

the Agency's system to accommodate this request, as determined in the Agency's sole discretion, Lincoln shall pay the full WCC cost per gallon as it exists at that time.

(d) Service to Lincoln Pressure Zone. With the exception of the unregulated delivery to the Catta Verdera high elevation lots, under normal operating conditions Lincoln shall, at its own expense, provide all storage and groundwater facilities necessary to regulate pressures and to accommodate hourly changes in demands within its Lincoln Pressure Zone while receiving uniform regulated deliveries from the Agency.

Lincoln will provide to the Agency on a routine basis, but not more frequently than daily, the required daily volume of water to be delivered to Lincoln. The Agency shall operate control valves which regulate the rate of flow of water from the Agency's system to Lincoln's at the Points of Delivery. At the option of the Agency, deliveries to Lincoln may be made at a uniform rate of delivery over a twenty-four hour period, or at fluctuating rates not to exceed plus or minus 10 percent of the daily average delivery rate, *provided however, that* the Agency may temporarily halt delivery if Lincoln's storage facilities become full.

(e) Increases in Maximum Delivery Entitlement Through Existing Facilities.

The Agency's Foothill-Sunset-Ophir ("FSO") water system has an approximate maximum permitted treatment capacity of 66 mgd and an unallocated treatment capacity of approximately 5.7 mgd as of the date of this Contract, which unallocated capacity is available on a first-come, first-served basis upon payment of the applicable WCC. Lincoln shall have the right to access any or all of the then-unallocated treatment and transmission capacity within

the Agency's FSO water system by paying the WCC applicable to Lincoln in effect at the time payment is made until the existing FSO system reaches capacity, as objectively and quantifiably determined by PCWA.

(f) Annual Notification. The Agency shall notify Lincoln annually in writing of the then-remaining water and capacity which the Agency is able to deliver to and from the FSO water system, and the amount of water and capacity which has been committed to and from the FSO water system since the date of the immediately preceding report.

ARTICLE 6. WATER CONNECTION CHARGES

(a) WCC Applicable to Lincoln for Service from Agency's Existing Infrastructure.

The Agency's current full WCC is composed of five components: (1) a treatment plant component, the amount of which is generally intended to cover the costs of delivering raw water to the treatment plant and providing treatment and clearwell storage facilities; (2) a groundwater component, the amount of which is generally intended to cover the costs of providing groundwater pumping and treatment facilities which the Agency determines is necessary to insure water supply reliability, for emergency backup, periods of drought, or for maintenance or peak management; (3) a storage component, the amount of which is generally intended to cover the costs of providing distribution system storage facilities; (4) a transmission component, the amount of which is generally intended to cover the costs of providing regional transmission facilities; and (5) a planning component, the amount of which is generally intended to cover the costs of regional planning efforts.

Except for service to high elevation lots, as provided in Article 5, the Parties agree that the Agency will not provide distribution system storage or groundwater service to Lincoln and will be providing only a portion of the planning required by Lincoln. Therefore, the WCC components applicable to Lincoln to increase its Maximum Delivery Entitlement from the existing Foothill-Sunset-Ophir system shall be the Agency's treatment component, transmission component and one-half the planning component. As of the date of this agreement the Agency's WCC components for the PCWA Zone 1 treated water service and the amounts applicable to Lincoln for one (1) equivalent dwelling unit (EDU) are as shown in the following table. Also shown is the assumed maximum day demand for one (1) EDU which was used to calculate these charges, and a calculation of the WCC amount per gallon per day of maximum demand (\$/GPD).

| Component (effective 01/01/12) | Zone 1 | Lincoln |
|--------------------------------|----------|----------|
| Treatment | \$5,834 | \$5,834 |
| Groundwater | 648 | 0 |
| Storage | 2,755 | 0 |
| Transmission | 6,807 | 6,807 |
| Planning | 162 | 81 |
| Total | \$16,206 | \$12,722 |

| | | |
|------------------------------|---------|---------|
| 1 EDU Max Day Water Use, GPD | 1,150 | 1,150 |
| \$/GPD | \$14.09 | \$11.06 |

The Maximum Delivery Entitlement for Lincoln shall be increased by one gallon per day from the existing FSO water system for each \$11.06 of WCC payment received by the Agency in 2012.

Beginning January 1, 2013 and each year thereafter, until the Agency determines that there is no remaining unallocated capacity in the existing FSO water system, the amount of WCC payment required to increase Lincoln's Maximum Delivery Entitlement shall be increased by the percent increase in the ENR San Francisco Construction Cost Index over the preceding year.

(c) Increases in Maximum Delivery Entitlement Requiring New Infrastructure.

Additional increases in Lincoln's Maximum Delivery Entitlement requiring new infrastructure may be made available to Lincoln through implementation of negotiated Facilities Agreement(s) that include provisions for joint financing of the planning, design, environmental processing and mitigation, and construction of the proposed source water supply, water treatment and transmission infrastructure and appurtenances necessary to increase the maximum rate of delivery from the Agency to Lincoln. The Agency agrees to cooperate with Lincoln in the planning and development of infrastructure in the Agency's facilities upstream of the Points of Delivery and interties which Lincoln requires to meet its development needs, provided, however, that this Contract imposes no obligation on PCWA to construct or enhance its existing infrastructure. PCWA shall own and operate all such infrastructure. Lincoln shall have exclusive rights to the portion of capacity in said infrastructure represented by the proportion of funding provided by Lincoln, to be defined in those Facilities Agreement(s).

ARTICLE 7 – LIMITATION ON AGENCY SERVICE

Except for those properties that abut the existing Agency pipeline in Athens Road, the Agency will not provide treated water service within Lincoln's sphere of influence as of the date of this Contract; provided that Lincoln offers to furnish such service to those areas upon the same terms and conditions that it furnishes service to areas outside its city limits.

ARTICLE 8 – OTHER LINCOLN WATER SOURCES

Lincoln has a developed groundwater system which is integrated into its municipal water system; a portion of Lincoln's sphere of influence lies within Nevada Irrigation District's (NID) service area and Lincoln is pursuing a separate treated water supply from NID to serve that portion of the city. In addition, Lincoln is planning on developing its recycled water sources to meet local irrigation requirements. Both of these source developments may affect Lincoln's need for water supplied under this Contract. The Agency acknowledges that Lincoln has the right to use these other water sources within the City in any way it determines is best.

ARTICLE 9 – MEASUREMENT

All water furnished pursuant to this Contract shall be measured by the Agency at the Points of Delivery. Such measurements shall be with equipment chosen by the Agency and approved by Lincoln. All measuring equipment shall be installed and maintained by the Agency and the Agency shall pay for all installation and maintenance. The Agency shall have the primary obligation to measure the quantity of water delivered to Lincoln. Lincoln may request, at any time, investigation of the measurements being made as well as the charges associated

with those measurements. Errors in measurement and charges discovered by the investigation will be corrected by the Agency. Lincoln may, at its own cost, at any time, inspect the measuring equipment and the records of such measurements for the purpose of determining the accuracy of the equipment and measurements.

ARTICLE 10 – RATES OF PAYMENT FOR WATER

(a) Current Rates and Charges. Beginning the earlier of January 1, 2014 or the effective date of the next change in Agency's rates, and continuing until otherwise agreed to in writing by both parties, the rates and charges that Lincoln shall pay the Agency for all water furnished under this Contract shall be the Agency's Schedule No. 1 – Treated Water – for Metered Industrial and Resale Service within the Western Water System, which is the Agency's lowest volumetric rate for treated water. Until January 1, 2014, Lincoln shall pay the Agency's rates and charges implemented in 2009 that Agency designated as applicable to Lincoln.

(b) Changes in Rates and Charges. The Agency may alter its rates and charges at any time as it deems necessary; provided, however, it shall give Lincoln 45 days' written notice of its intention to consider any changes in rates and charges and shall hold a public hearing at which Lincoln and any members of the public can present evidence in support of or in opposition to any such proposed changes and provided further *that* no increase in rates to be charged to Lincoln shall become effective until 90 days after the Agency has notified Lincoln in writing of the rate change.

ARTICLE 11 – RESERVED

ARTICLE 12 – TIME AND METHOD OF PAYMENTS

On or before the tenth day of each month, the Agency shall send Lincoln a statement of charges due for all water actually delivered to Lincoln during the preceding month. Lincoln shall pay all statements via electronic transfer within thirty (30) days after they are received.

ARTICLE 13 – WATER SHORTAGES

At times there may occur a shortage in the quantity of water available for delivery to Lincoln pursuant to this Contract. In the event of any shortage (due to natural causes, casualties, regulatory requirements or any other causes) which causes the total quantity of water available to the Agency for distribution to Lincoln and to the Agency's other customers to be less than the total of all quantities required by Lincoln and the other customers, the Agency reserves the right to apportion the available water supply among Lincoln and others entitled to receive water from the Agency. In such events, no liability shall accrue against the Agency or any of its officers, agents or employees for any damage, direct or indirect, arising from such shortage or shortages or resulting allocations. The Agency shall give Lincoln written notice as far in advance as possible of any such reduction in water deliveries, which notice shall state the basis for the reduction and the anticipated duration. Also, if the Agency's supply of water for its Zone No. 1 is reduced by events outside the control of the Agency, or is being fully utilized by the Agency's then-existing customers, and as a result the Agency is unable to increase Lincoln's Maximum Delivery Entitlement then, notwithstanding any other provision of this Contract, the Agency shall not be required to increase its rate of delivery to Lincoln.

ARTICLE 14 – OPERATION AND MAINTENANCE

The Agency may temporarily discontinue or reduce the amount of water to be furnished to Lincoln as provided for herein for the purpose of maintaining, repairing, replacing, investigating or inspecting any of the facilities necessary for furnishing water to Lincoln. Insofar as it is feasible, the Agency will give Lincoln reasonable notice in advance of any such temporary discontinuance or reduction, except in cases of emergency, in which case no advance notice need be given. The Agency shall schedule its routine maintenance of facilities so that, to the extent feasible, such discontinuances or reduction in delivery will result in minimum impact to Lincoln's customers.

ARTICLE 15 – WATER QUALITY

All water delivered by the Agency pursuant to this Contract shall meet all applicable Federal, State of California and Placer County water quality requirements for water for domestic use. If public notification is required to be given to Lincoln's customers because the quality of the water fails to meet standards, Agency shall so notify Lincoln in writing as promptly as reasonably feasible, and Lincoln shall be responsible for sending such notices, *provided that* the Agency shall reimburse Lincoln for its reasonable costs in doing so. The Agency shall provide Lincoln with copies of any reports received by the Agency from health departments concerning the quality of the water being furnished to Lincoln. Lincoln shall indemnify the Agency against any claims of damages of any nature whatsoever that may result

from a failure of Lincoln to provide notice to its customers of water quality problems pursuant to this Article 15.

ARTICLE 16 – INDEMNIFICATION

Except for any claim or action for damages based upon the quality of water prior to its reaching the Points of Delivery, neither the Agency nor its officers, agents or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water furnished to Lincoln pursuant to this Contract after such water has passed the Points of Delivery, nor for the claims of damages of any nature whatsoever, including but not limited to, property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond the Points of Delivery;; and Lincoln shall indemnify, defend and hold harmless the Agency and its officers, agents and employees from any such damages or claims of damages.

ARTICLE 17 – OBLIGATIONS OF LINCOLN TO MAKE PAYMENTS

The obligations of Lincoln arising out of or pursuant or incidental to this Contract shall constitute general obligations of Lincoln, and Lincoln shall use all the powers and resources available to it under the law to collect the funds necessary for and to pay its obligations to the Agency under this Contract. Lincoln as a whole is obligated to pay to the Agency the payments becoming due under this Contract, notwithstanding any individual default by its water users, constituents or others in the payment to Lincoln of assessments, taxes, tolls, or other charges levied by Lincoln.

ARTICLE 18 – INTEREST ON OVERDUE PAYMENTS

Interest shall accrue at the legal rate of interest charged on judgments issued in California courts on any unpaid charges to be paid by Lincoln to the Agency pursuant to this Contract from their due date until paid, and Lincoln hereby agrees to pay such interest.

ARTICLE 19 – DEFAULT

In the event of any default by Lincoln for a period of more than sixty (60) days in the payment of any money required to be paid to the Agency hereunder, the Agency in its discretion may suspend delivery of water during the period when Lincoln is delinquent in its payments or obligations due to the Agency under the terms of this Contract. Action taken pursuant to this Article shall not deprive the Agency of or limit any remedy provided by this Contract or by law for the recovery of money due or which may become due under this Contract.

ARTICLE 20 – REMEDIES NOT EXCLUSIVE

The use of either party of any remedy for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 21 – ASSIGNMENT

The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract, or any part hereof or interest herein, shall be valid without the consent of the non-assigning party.

ARTICLE 22 – AREA SERVED BY LINCOLN

Without the prior written consent of the Agency, water delivered to Lincoln pursuant to this Contract shall not be sold or otherwise disposed of by Lincoln for use outside Lincoln's city limits as they may exist from time to time, except to those customers outside the city limits located in the area shown on Exhibit "B" attached hereto and incorporated herein by reference that were receiving service from Lincoln as of the date of the 1998 contract. The consent of the Agency shall not be unreasonably withheld. Refusal of the Agency to grant consent shall be based upon the lack of water or capacity in Agency facilities or the intention of the Agency to provide service to the area outside Lincoln's sphere of influence. Lincoln shall require annexation to the Agency's Zone No. 1 as a condition to providing water service to any new customers outside of Lincoln's city limits that are connected to Lincoln's water system after the date of this Contract.

ARTICLE 23 – OPINIONS and DETERMINATIONS

Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review or determination of either party, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

ARTICLE 24 – NOTICES

All notices, including but not limited to rate or WCC increases, that are required either expressly or by implication to be given by any party to the other under this Contract shall be

signed for the Agency and for Lincoln by such officers as they may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been given and delivered personally if enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown on the signature page of this Contract.

ARTICLE 25 – INSPECTION of BOOKS and RECORDS

The proper officers or agents of Lincoln shall have full and free access at all reasonable times to the account books and official records of the Agency insofar as the same pertain to the matters and things provided for in this Contract, with the right at any time during office hours to make copies thereof at Lincoln's expense, and the proper representatives of the Agency shall have similar rights in respect to the account books and records of Lincoln.

ARTICLE 26 – AMENDMENTS

This Contract may be amended at any time by mutual written agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law.

ARTICLE 27 – WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be

effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Contract, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other available right or remedy.

ARTICLE 28 – CONSTRUCTION of LANGUAGE of CONTRACT

The provisions of this Contract shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

ARTICLE 29 – MITIGATION of DAMAGES

In all situations arising out of this Contract, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

ARTICLE 30 – GOVERNING LAW

This Contract, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California.

ARTICLE 31 – CAPTIONS

The captions or headings in this Contract are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Contract.

ARTICLE 32 – PARTIAL INVALIDITY

If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 33 – RELATIONSHIP of the PARTIES

The relationship of the parties to this Contract shall be that of independent contractors. Each party shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work or obligations assigned to them under this Contract.

ARTICLE 34 – WATER CONSERVATION

The Agency is required by federal and state laws and regulations to implement various water conservation measures and require its customers, whether they be retail, wholesale, or resale customers, to abide by these measures in order to prevent the waste of water. Lincoln shall, within its service area, implement the water conservation measures adopted by the Agency from time to time for the Agency's Zone No. 1 Water System and shall require its customers to comply with those measures to the same extent that other customers within the Agency's Zone No. 1 are required to do so.

ARTICLE 35 – YEAR

The term "year" as used in this Contract shall mean the calendar year beginning on each January 1.

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

ATTEST:

PLACER COUNTY WATER AGENCY


Chico Sprunch
Clerk, Board of Directors
Placer County Water Agency
P O. Box 6570
Auburn, California 95604

Graham Allen 12/10/12
Chairman of the Board

ATTEST:

CITY OF LINCOLN

Patricia Aulic
Clerk
City of Lincoln
600 6th Street
Lincoln, California 95648

[Signature]
Mayor

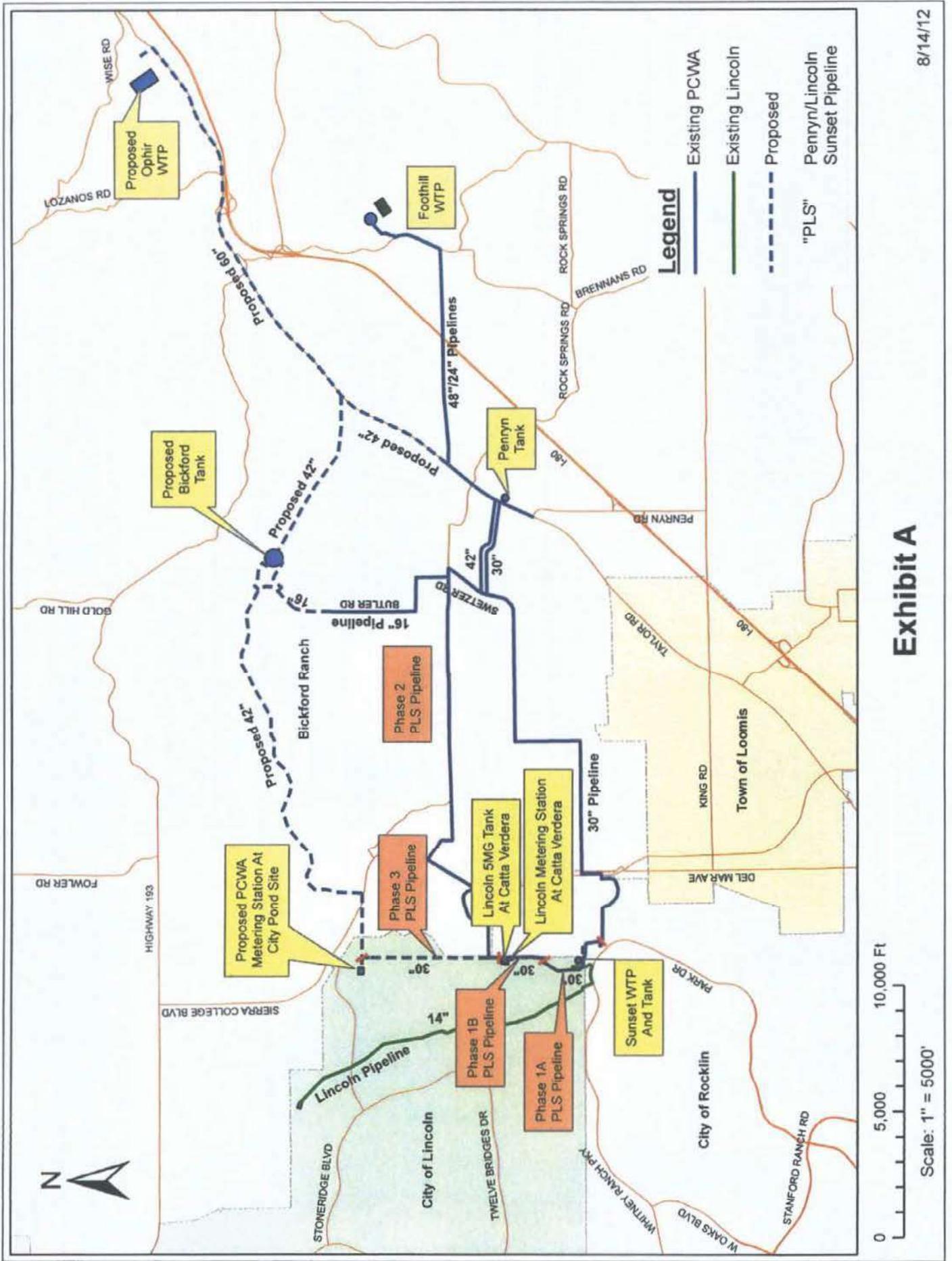


Exhibit A

AMENDMENT NO. ONE TO FACILITIES AGREEMENT NO. 2521
FOR DESIGN AND CONSTRUCTION OF PHASE 3 LINCOLN/PENRYN PIPELINE
AND METERING STATION BETWEEN PLACER COUNTY WATER AGENCY AND THE CITY OF LINCOLN

This Amendment, by and between Placer County Water Agency, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date last executed by either the Agency or Lincoln.

Whereas, Lincoln and the Agency entered into Facilities Agreement No. 2521 ("FA 2521") on October 17, 2013 for design and construction of the Phase 3 Lincoln/Penryn Pipeline and Metering Station; and

Whereas, this pipeline and metering station will initially serve Lincoln from the Agency's Foothill Water Treatment Plant ("WTP") and Lincoln is constructing it because their need for the pipeline preceded that of the Agency; and

Whereas, Lincoln is the lead agency under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., CEQA) for environmental documentation and review under the California Environmental Quality Act and covered the Phase 3 Lincoln/Penryn Pipeline and Metering Station within the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report in 1998 and an addendum to this document in 1999 ("Previous CEQA Documents"); and

Whereas, this pipeline is planned to later serve Lincoln and western Placer County from the Agency's proposed Ophir WTP via a proposed pipeline through the Bickford Ranch development project; and

Whereas, the diameter of the Phase 3 Lincoln/Penryn Pipeline is sized assuming Lincoln takes approximately half the supply from Ophir WTP being delivered through the Bickford Ranch development; and

Whereas, Lincoln is considering several options in its long-term water supply planning and may not need half the supply provided by Ophir WTP; and

Whereas, the Agency wishes to provide flexibility in where water from Ophir WTP is delivered and also maximize the ability for Ophir WTP to backup Foothill WTP; and

Whereas, increasing the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches ("Pipe Increase") would provide this flexibility and redundancy; and

Whereas, the Agency has requested that Lincoln increase the Phase 3 Lincoln/Penryn Pipeline accordingly; and

Whereas, the Agency is acting as the Lead Agency under CEQA for the Pipe Increase and has determined and finds that the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents. Furthermore, all of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project. Therefore, the conditions under which

preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.

Now, therefore, it is agreed as follows:

1. The Agency finds that:
 - a. On the basis of an addendum prepared for this action, and concurrent consideration of the addendum and the previous EIR and addendum referenced above, the environmental impacts of the Pipe Increase will not result in a new or more severe significant effect than those identified in the Previous CEQA Documents.
 - b. All of the pertinent mitigation measures identified in the Previous CEQA Documents will be implemented as part of the Pipe Increase project.
 - c. The conditions under which preparation of a subsequent Initial Study/Mitigated Negative Declaration (IS/MND) or EIR would be required have not been triggered pursuant to Section 15162 of the State CEQA Guidelines.
2. Lincoln will increase the diameter of the Phase 3 Lincoln/Penryn Pipeline from 30-inches to 42-inches in its design plans and specifications and construct the pipeline with the larger diameter. Appurtenant piping within the Metering Station to deliver water from the Bickford Ranch development to western Placer County will also be increased in diameter.
3. The Agency will pay for the increased cost of the project as a result of this Amendment in accordance with the terms of the original facilities agreement.

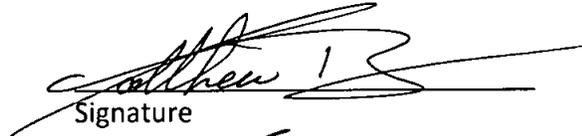
4. The Agency will defend, indemnify, and hold Lincoln, its elected and appointed commissioners, officers, agents, and employees harmless from and against any and all damages, claims, costs and liabilities arising out of the approval of the Pipe Increase, including claims under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.)
5. All other terms of FA 2521 remain unchanged.

In witness whereof, the parties hereto have executed this Agreement on the dates written below.

PLACER COUNTY WATER AGENCY

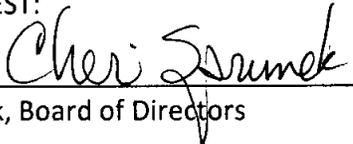
CITY OF LINCOLN

BY: 


Signature

Date: August 4, 2016

Matthew T Brown
Print name

ATTEST:

Clerk, Board of Directors

city manager
Title

Date: 8/16/16

City of Lincoln
600 Sixth Street
Lincoln, CA 9564

Pennyn-Lincoln Pipeline Phase 3 - December 21, 2015



PENRYN-LINCOLN PIPELINE PHASE 3 - AREA OF DISTURBANCE



UBORA ENGINEERING & PLANNING
 "EXCELLENCE"
 2901 DOUGLAS BOULEVARD, SUITE 285
 ROSEVILLE, CA 95661 (916) 780-2500
 www.uborainc.com

PENRYN-LINCOLN PIPELINE PHASE 3 - AREA OF DISTURBANCE





PLACER COUNTY WATER AGENCY
SINCE 1957

BOARD OF DIRECTORS BUSINESS CENTER
Gray Allen, District 1 144 Ferguson Road
Primo Santini, District 2 MAIL
Mike Lee, District 3 P.O. Box 6570
Robert Dugan, District 4 Auburn, CA 95604
Joshua Alpine, District 5 PHONE
Einar Maisch, General Manager (530) 823-4850
WWW.PCWA.NET

August 8, 2016
File No.: FA 2521

Ray Leftwich, P.E.
City Engineer
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

SUBJECT: FA 2521 Phase 3 Lincoln / Penryn Pipeline and Metering Station

Dear Ray:

Enclosed find two copies of the contract referenced above, which was approved by the PCWA's Board of Directors on August 4, 2016. Please sign both copies and return one fully executed copy to the attention.

Should you have any questions please contact me at (530) 823-4801.

Sincerely,

Stephanie Wens
Administrative Aide

Enclosure

RESOLUTION NO. 16- 29 OF THE BOARD OF DIRECTORS OF THE PLACER COUNTY WATER AGENCY
APPROVING AN ADDENDUM TO A PREVIOUSLY CERTIFIED SUBSEQUENT ENVIRONMENTAL
IMPACT REPORT FOR PHASE 3 OF THE LINCOLN/PENRYN PIPELINE AND METERING STATION

WHEREAS, the *Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report* ("1998 SEIR"), and an *Addendum to the Revised Twelve Bridges Specific Plan Subsequent Environmental Impact Report for the 30-Inch Pipeline and Water Storage-Tank* ("1999 Addendum") were certified by the City of Lincoln; and

WHEREAS, Placer County Water Agency was a responsible agency under CEQA for the 1998 SEIR and 1999 Addendum and was consulted by the City of Lincoln in preparation of and certifications of those documents; and

WHEREAS, Placer County Water Agency has reviewed and considered the information and findings contained in the City's 1998 SEIR and 1999 Addendum; and

WHEREAS, the State CEQA Guidelines Section 15164 provide the authority for a responsible agency to adopt an addendum to the environmental analysis for changes made to a project that was previously the subject of an Environmental Impact Report (EIR), conditioned that changes or additions are necessary and do not result in new significant impacts and preparation of a subsequent EIR.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Placer County Water Agency as follows:

1. This Board hereby finds and declares that all of the above recitals are true and correct.

2. This Board finds that (a) no substantial changes have been proposed in the project which would require major revisions of the 1998 SEIR or 1999 Addendum, (b) no substantial changes have occurred with respect to the circumstances under which the project is being undertaken which would require major revisions in that 1998 SEIR or 1999 Addendum, and (c) no new information, not known at the time the 1998 SEIR and 1999 Addendum was certified as complete, has become available.
3. Under Public Resources Code section 21166, no new environmental impact report is required to be prepared by the City of Lincoln or Placer County Water Agency prior to approval of Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project. None of the conditions that would trigger a subsequent or supplemental document are applicable.
4. Based upon the aforescribed evidence, the Board hereby approves the Addendum for Phase 3 of the Lincoln/Penryn Pipeline and Metering Station project submitted to it in conjunction with the 1998 SEIR and 1999 Addendum, and hereby directs the Agency staff to prepare and file a Notice of Determination in the prescribed form in compliance with the California Environmental Quality Act.

The foregoing resolution was duly passed at a regular meeting of the Board of Directors of the Placer County Water Agency held on August 4, 2016, by the following vote on roll call:

AYES DIRECTORS: Graham "Gray" Allen, Joshua Alpine, Robert Dugan, Primo Santini, III, and Chair Michael "Mike" Lee

NOES DIRECTORS: None

ABSENT DIRECTORS: None

PLACER COUNTY WATER AGENCY

FACILITIES AGREEMENT NO. 2521

FOR DESIGN AND CONSTRUCTION OF PHASE 3

LINCOLN/PENRYN PIPELINE AND METERING STATION

PLACER COUNTY WATER AGENCY – CITY OF LINCOLN

THIS AGREEMENT, by and between PLACER COUNTY WATER AGENCY, hereinafter called "Agency," and the City of Lincoln, California, hereinafter called "Lincoln," shall be effective on the date executed by the Agency.

W I T N E S S E T H:

WHEREAS, Lincoln and the Agency entered into an agreement for water supply dated February 24, 1998 ("1998 agreement") that provided a framework for provision of water supply facilities for Lincoln, and a July 13, 1999 supplement ("1999 supplement") to the 1998 agreement further defined the facilities, delivery points, and phasing of construction of the water supply facilities, now referred to as the Lincoln/Penryn Pipeline, which has been constructed in phases; and

WHEREAS, construction of Phases 1a, 1b, and 2 of the Lincoln/Penryn Pipeline have been completed; and

WHEREAS, the 1999 supplement required a separate agreement to further define the terms of construction of the Lincoln/Penryn Pipeline and Metering Station, which agreement is to include reimbursement for Agency costs, and credits to Lincoln for costs incurred; and

WHEREAS, on December 11, 2006, the Agency Board of Directors approved a further supplement to the 1998 agreement which allowed Lincoln to increase its maximum delivery

entitlement based upon the Water Connection Charge (WCC) in effect on November 2, 2006, provided that Lincoln deposit \$4,000,000 with the Agency, and construct and convey to the Agency, prior to May 1, 2012 a metering and pressure reducing station and related appurtenances and property at Lincoln's City Pond Site, referred to herein comprehensively as the "Metering Station"; and

WHEREAS, Lincoln has paid \$4,000,000 to the Agency for participation in the construction of a pipeline from the Bickford Tank to Lincoln's City Pond Site, and

WHEREAS, Lincoln has requested that the remaining funds from the \$4,000,000 paid by Lincoln on December 11, 2006 to upsize the pipeline from the Bickford tank to the City Pond Site be applied to the construction of the Phase 3 Pipeline and Metering Station; and

WHEREAS, the Phase 3 Pipeline extension from the Agency's Foothill Sunset Plant/Foothill Pressure Zone requested by Lincoln will require the installation of approximately 6040 feet of 30-inch diameter pipeline, construction of the Metering Station at the City Pond Site, telemetry and SCADA controls, and associated appurtenances, all of which will be described more fully in the Lincoln Penryn Phase 3 project plans to be prepared by Uhora for Lincoln as shown in Exhibit A, and which are all collectively hereinafter referred to herein as the "Facilities"; and

WHEREAS, Lincoln desires to connect the Facilities to the Agency's water system and have the Agency assume ownership of such Facilities, as further described herein, and the responsibility for furnishing water service therefrom; and

WHEREAS, the Agency is willing to accept the Facilities in accordance with the provisions of this Agreement, the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions, Standard Drawings, and approved drawings and specifications not covered in the Agency's Standards; and

WHEREAS, Lincoln intends to engage a qualified contractor and has agreed to bear expenses to furnish and install the Facilities as further described in this agreement (“Agreement”), and

NOW, THEREFORE, IT IS AGREED as follows:

1. Deposit: The following cash deposits shall be paid to the Agency upon submission of a copy of this Agreement duly executed by Lincoln on or before ninety (90) days after the execution of the Agreement by the Agency’s Board of Directors or before installation of the Facilities under this Agreement is commenced, whichever is earlier:

| | | |
|-----|--|-------------------|
| (a) | Engineering review, inspection, CEQA compliance and other costs | \$40,000 |
| | TOTAL | \$40,000 ===== |

The amount for Item 1(a) represents an estimated cost. Item 1(a) is in addition to any amount previously paid by Lincoln, and shall be charged on an actual cost basis. The actual cost as determined by the Agency for engineering review, supervision, inspection, compliance with the California Environmental Quality Act, the preparation and administration of this Agreement, inspection and testing of the Facilities, water system outages, tests and other associated activities, and costs associated with mediation, arbitration, or attorneys’ fees incurred by the Agency in connection with this Agreement shall be charged against the amount deposited for Item 1(a). Should the amount of deposit for Item 1(a) become depleted the Agency may require an additional deposit be paid by Lincoln before proceeding with further work. Any cost over and above the amount deposited for Item 1(a), less the amount of deposit retention referred to in paragraph 3, shall be paid upon demand, and any excess shall be refunded within 90 days after completion and acceptance of the work.

2. Minimum Deposit/Retention. Lincoln shall maintain a minimum balance of the deposit referred to in paragraph 1, Item 1(a), in an amount of \$1,000 or more until completion and acceptance of the work. In order for the Agency to reimburse itself for actual costs incurred after the

date of completion and acceptance of the work, the Agency shall retain \$1,000 for a period of three (3) years from the date of completion and acceptance of the work. Within 90 days thereafter the Agency shall return to Lincoln any remaining deposit balance.

3. Time: If the construction and installation of the Facilities provided for herein is not commenced within one (1) year after the date of execution of this Agreement by the Agency and completed within twelve (12) months after that date, the Agency shall have the right to terminate this Agreement at any time thereafter. Upon such termination by the Agency, the Agency shall refund any portion of the deposit made for engineering review and inspection costs, pursuant to Paragraph 1, that has not been used by the Agency prior to the date of such termination.

4. Plans: It is the responsibility of Lincoln to prepare plans and specifications for the Facilities and submit them to the Agency for acceptance. All materials to be furnished and all construction shall be in accordance with the Agency's Improvement Standards, Technical Provision, Standard Drawings, and other plans and specifications not the Agency standards. The plans and specifications, when accepted in writing by the Agency, shall become a part of this Agreement

5. Installation of Facilities: Lincoln shall construct and install the Facilities described in the plans and specifications accepted by the Agency in accordance with the provisions of this Agreement and the Agency's Personnel and Administrative Manual, Improvement Standards, Technical Provisions and Standard Drawings. No work may be done except by a California State Licensed Class A contractor or forces approved by the Agency. Lincoln shall comply with all laws and regulations, including any prevailing wage and other employment laws and regulations such as California Labor Code Sections 1720 *et seq.*, to the extent they are applicable to construction and installation of the Facilities. A minimum of three qualified bids shall be provided. Prior to awarding a contract for construction, Lincoln shall allow PCWA to review and reject any bids.

6. Property and Rights-of-Way: No construction work shall be performed or installation

made until Lincoln provides the following easements or fee title for the properties that contain or will contain facilities that will be conveyed to the Agency in accordance with this Agreement, as follows: fee title property underlying the Metering Station, non-exclusive access easements over access roads to Agency facilities, non-exclusive pipeline and access easements over pipeline alignments, and non-exclusive canal and access easements over canals and canal spill locations on the properties. All easements shall be provided in a form acceptable to the Agency and must be reviewed, approved, submitted into escrow by the Agency, and recorded.

7. Grade Established: No work shall be performed or installation made until street subgrades have been established to the satisfaction of the Agency.

8. Inspection: The Agency shall provide one or more inspectors to inspect the construction and installation of the Facilities. The Agency shall be fully responsible for inspection of all Facilities. The cost of inspection shall be charged against the deposit provided in paragraph 1.

9. No Water Deliveries to Facilities Prior to Acceptance: No water shall be delivered to the Facilities until all of the Facilities have been completed and accepted by the Agency, unless delivery prior thereto is approved by the Agency in writing.

10. Acceptance: The Agency assumes no obligation for operation or maintenance of the Facilities included in this Agreement until such time as they are formally accepted in writing by the Agency. Any costs incurred by the Agency due to emergency or other repairs prior to final acceptance by the Agency shall be billed to, and paid by, Lincoln.

Lincoln shall be notified in writing of acceptance of such Facilities when they are satisfactorily installed in accordance with the Agency Accepted Plans and the Agency's current Improvement Standards, Technical Provisions and Standard Drawings, all grading and paving is completed, all required easements are received, accepted and recorded by the Agency; the required maintenance guarantee is posted; and Lincoln has no monies due the Agency on any accounts with the Agency.

Immediately upon notice by Agency of acceptance, all rights, titles, and interest in the pipeline, metering station and all other portions of the Facilities, shall be vested in the Agency.

11. Indemnification: Lincoln shall assume the defense of, and indemnify and save harmless the Agency, its Directors, employees, agents and volunteers, from all claims, costs, losses, damages and expenses, including attorney's fees of any kind arising from the design of the Facilities, performance of work under this Agreement or from challenges to the adequacy of the environmental review for such work, including but not limited to claims for personal injury or death, claims for damage to property, alleged damages due to runoff onto other properties, and claims for loss of business; and Lincoln agrees to require in any contract entered into with anyone for the performance of work under this Agreement that all work will be done pursuant to the Agency's Improvement Standards, Technical Provisions and Standard Drawings, and that the contractor will indemnify and save harmless the Agency, its Directors, employees, agents and volunteers from all claims of any kind arising from the contractor's performance of work covered by this Agreement, including, but not limited to, claims for personal injury and death, claims for damages to property and claims for loss of business, except for active negligence, sole negligence, or willful misconduct of the Agency.

12. Insurance: Lincoln or Lincoln's contractor shall carry Automobile Liability insurance in the amount of at least \$1,000,000, and Commercial General Liability in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, which insurance shall be primary and underlying to the Agency's insurance and Commercial General Liability and shall specifically name the Agency as an additional insured and certificate holder. Before work is commenced, Lincoln or Lincoln's contractor shall furnish the Agency with a certificate(s) of insurance and Additional Insured Endorsement (ISO CG 2010) or equivalent as satisfactory proof that Lincoln or Lincoln's contractor carries the insurance required by the Agreement and Worker's Compensation Insurance in compliance with the laws of the State of California. Lincoln's insurance shall be primary

and any insurance or self-insurance maintained by the Agency shall be excess and not contribute to it. The insurance carriers will have a Best Rating of no less than A:-VII or equivalent or as otherwise approved by the Agency.

13. Performance, Payment and Maintenance Bonds: The estimated cost of the Facilities is \$3,600,000. Prior to construction or installation of any of the Facilities and during all such construction and installation, Lincoln shall ensure that the Agency is provided a Performance Bond with a penal sum of 100% of the estimated cost of the Facilities. The performance bond shall be in a form substantially as that attached hereto as Exhibit B, that is acceptable to the Agency. In addition, prior to construction, Lincoln shall ensure that the Agency is provided a Public Works Payment Bond with the identical penal sum in a form substantially as that attached as Exhibit C that is acceptable to the Agency. Lincoln shall ensure that the Performance Bond and Payment Bond are maintained in full effect at all times until the Agency accepts the Facilities.

After completion of work and before acceptance by the Agency, a Maintenance Bond in the amount of 50% of the estimated cost of the Facilities shall be provided to the Agency by Lincoln or Lincoln's Contractor. A cash deposit in an amount adequate to cover such guarantee may be provided. Such maintenance guarantee shall remain good for a period of one (1) year after acceptance by the Agency of the Facilities. All bonds shall be issued by California admitted surety insurers.

14 Special Conditions:

A) The Facilities shall consist of a 30 inch diameter pipeline and ancillary facilities to deliver water from the 30 inch Tee heading north from the Phase 2-42 inch pipeline that supplies the Agency's Metering Station at Catta Verdera to Lincoln's City Pond Site, and a new Metering Station and related ancillary facilities meeting the Agency's specifications to be constructed and installed at Lincoln's City Pond Site. Lincoln shall convey to the Agency fee title to sufficient land for the Metering Station and to facilitate the operation and maintenance of

the Facilities, together with all necessary access easements.

B) Lincoln shall be the Lead Agency under the California Environmental Quality Act (CEQA), and shall perform any actions and assume all costs for compliance and mitigation under CEQA related to the installation of the Facilities. All such costs shall be reimbursable as allowed under section 14H.

C) PCWA has already credited Lincoln with the WCC based on the \$4,000,000 paid by Lincoln in accordance with the Supplement to the Contract between Placer County Water Agency and City of Lincoln for a Water Supply dated December 11, 2006. Upon completion of the Facilities and acceptance by the Agency, Lincoln shall be entitled to 351.7 EDU's (404,455 gallons per day) through the unregulated delivery facilities. Should the cost of Facilities exceed the monies paid by Lincoln under the December 11, 2006 contract, the Agency will credit Lincoln additional maximum day water delivery. Such additional increases in the maximum day water delivery over and above the current maximum daily flow applied pursuant to the December 11, 2006 contract shall be calculated by dividing the cost of the Facilities less the monies paid by Lincoln per the 2006 Supplemental Agreement by the cost per gallon of the WCC components applicable to Lincoln, consisting of either treatment and transmission components and one half of the planning component applicable for the 18-inch regulated meter, or full Zone 1 WCC components applicable for the 8-inch unregulated meter.

D) Lincoln has requested that the funds remaining from the \$4,000,000 amount paid per the December 11, 2006 Supplement to the Water Supply Contract be used to assist in funding the Facilities. Once the Facilities are under construction, the Agency will release funds remaining from the \$4,000,000 deposit on a monthly basis. Prior to release of funds, Lincoln shall provide a summary invoice with support documentation showing total expenses, a breakdown of costs that are the responsibility of Lincoln and which costs are the responsibility

of the Agency, copies of contractor pay records and any approved change orders. Raw water system right of way costs shall be separately tracked and identified for purposes of reimbursement payments. The Agency will make payment to Lincoln within 30 days provided that the information and backup meets the submission requirements of this Agreement.

E) The Agency shall reimburse Lincoln in the form of cash payments for the costs of raw water system right of way acquisition; these costs shall be in addition to the allowable Facilities costs. The amount to be reimbursed for the raw water system right of way acquisition shall not exceed \$40,000, per the estimated costs from Uhora Engineering. If the actual cost at acceptance is greater than \$40,000 this Agreement shall be amended, subject to Agency approval, to provide reimbursement equal to the actual costs.

F) PCWA shall not apply monthly service charges for the WCCs credited to Lincoln under this Agreement until the Facilities have been accepted and metered flows are delivered to Lincoln through the Metering Station at the City Pond Site.

G) WCC credits shall be applied to Lincoln for the following allowable Facilities costs incurred by Lincoln: CEQA compliance and mitigation, pipeline, Metering Station design and construction, permitting, surveying, potable water system right of way acquisition, electrical instrumentation and control design and construction, PLC programming and integration, fencing and landscaping design and installation at the metering station, inspection, testing, staff costs of a designated Lincoln project manager plus other reasonable internal staff costs when working on the Facilities, advanced funding required under Section 1 for Agency staff costs, bonding and warranties as required by this Agreement. Internal Lincoln staff costs shall be applied at Lincoln's fully burdened rate without additional overhead applied. Only firms prequalified by PCWA shall be allowed to provide PLC programming and network integration services. Allowable Facilities costs shall also include construction of access roads to Agency

canals and pipelines connecting to the Facilities, including vehicle turn arounds and basic bridges over the canal where needed

H) PCWA shall credit Lincoln costs for the access road to Lincoln's future tank site and the Metering Station as follows:

From the Twelve Bridges subdivision road to the midpoint of the future tank location: 50% of cost of approved road design.

From the future tank site to the Metering Station: 100% of cost of approved road design.

Lincoln shall be solely responsible for the following costs, which shall be subtracted from the request for credits or payment: any costs for canal or pipeline access roads that exceed the minimum width or design approved by PCWA for its facilities, fencing for public exclusion or screening along the pipeline rights of way other than at the Metering Station site, and project features applied for recreational or aesthetic purposes. Lincoln shall be solely responsible for the cost of any warranty work per section 10.

Changes to the preceding definitions, or change orders during construction, shall be credited or reimbursed only if approved in writing by both Lincoln and PCWA in advance of incurring expenses for those changes.

15 Placing Work in Service: If desired by the Agency, portions of the work may be placed in service or locked off when completed, and Lincoln shall provide proper access to the work for this purpose. Such use and operation shall not constitute an acceptance of the work, and Lincoln shall be liable for defects due to faulty construction throughout the duration of this Agreement and thereafter as provided under Warranties and Repairs

16. Warranties and Repairs: Lincoln hereby agrees to pay to the Agency or to make at its own expense, all repairs, replacements or payments necessitated by defects in materials or

workmanship supplied under the terms of this Agreement which exist or manifest within one year after the date of final acceptance of the work, including defects that are in existence during such one year period but which do not become apparent until thereafter. Lincoln shall be fully responsible for all direct and indirect damages and expenses to the Agency proximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to Lincoln's Contractor by any subcontractor or manufacturer or equipment. As to any equipment which bears a guarantee or warranty in writing or by law for a period longer than one year, Lincoln hereby stipulates and agrees that such guarantee shall inure to the benefit of the Agency for such longer period. Lincoln shall make all repairs and replacements or payments promptly upon receipt of written order for same from the Agency. If Lincoln fails to make the repairs, replacements or payments promptly, the Agency may do the work, and Lincoln and its Surety shall be liable for the cost thereof.

17. Assignment of Agreement: The provisions of this Agreement shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein, shall be valid until and unless approved by the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below.

PLACER COUNTY WATER AGENCY

CITY OF LINCOLN

BY: Sarah Ann Allen

Jim Estep
Signature

Date: 10/17/13

Jim Estep
Print name

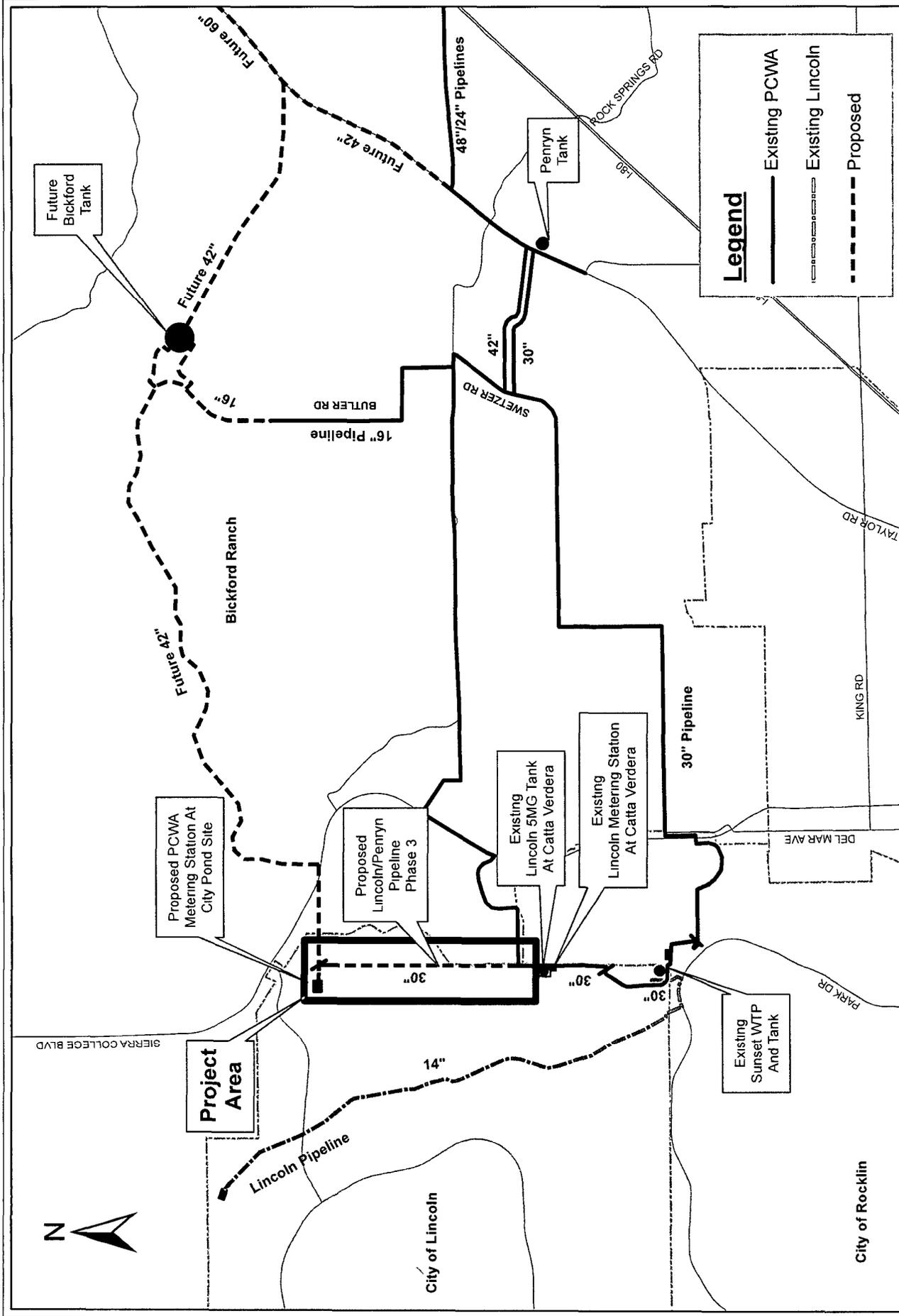
ATTEST:
Cheri Sprunch
Clerk, Board of Directors

City Manager
Title

Date: 10/10/13

City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Exhibit A



FA 2521

Lincoln/Pennryn Pipeline Phase 3



10/11/12

EXHIBIT B

Faithful Performance Bond
(1 of 2)

Whereas, Placer County Water Agency, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____ (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements, and identified as project _____; and

Whereas, Principal is required under the terms of that Agreement to furnish a bond for the faithful performance of that Agreement.

Now, therefore, we, the Principal and _____, as surety, are held and firmly bound unto Placer County Water Agency, in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Placer County Water Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Placer County Water Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

Faithful Performance Bond
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

Seal)

BY: _____

Its: _____

NOTARY STAMP
ATTACH POWER OF ATTORNEY

(The signature of the Surety on
this Bond must be acknowledged
before a Notary Public)

EXHIBIT C

Bond for Security of Laborers and Materialmen
(1 of 2)

Whereas, Placer County Water Agency, and _____
(hereinafter designated as "Principal") have entered into an agreement dated _____ (the
"Agreement") whereby Principal agrees to install and complete certain designated public improvements,
and identified as project _____; and

Whereas, Under the terms of the Agreement, the Principal is required before entering upon the
performance of the work, to file a good and sufficient payment bond with the Placer County Water
Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of
Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned, as corporate surety, are held and firmly
bound unto Placer County Water Agency and all contractors, subcontractors, laborers, materialmen,
and other persons employed in the performance of the Agreement and referred to in Title 15
(commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of
_____ dollars (\$_____), for materials furnished
or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect
to this work or labor, that the surety will pay the same in an amount not exceeding the amount
hereinabove set forth, and also in case suit is brought upon this bond, will pay in an amount not
exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in
addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable
attorney's fees, incurred by Placer County Water Agency in successfully enforcing this obligation, to be
awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein
rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all
persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section
3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in
any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and
void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition
to the terms of the Agreement or the specifications accompanying the same shall in any manner affect
its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or
addition.

Bond for Security of Laborers and Materialmen
(2 of 2)

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20____.

[SURETY]

(Seal)

BY: _____

Its: _____

(PRINCIPAL)

(Seal)

BY: _____

Its: _____

NOTARY STAMP

ATTACH POWER OF ATTORNEY

(The signature of the Surety on
this Bond must be acknowledged
before a Notary Public)



PLACER COUNTY WATER AGENCY
SINCE 1957

| | |
|----------------------------------|-------------------|
| BOARD OF DIRECTORS | BUSINESS CENTER |
| Gray Allen, District 1 | 144 Ferguson Road |
| Primo Santini, District 2 | MAIL |
| Mike Lee, District 3 | P O Box 6570 |
| Robert Dugan, District 4 | Auburn, CA 95604 |
| Joshua Alpine, District 5 | PHONE |
| David Breninger, General Manager | (530) 823-4850 |
| Ed Tiedemann, General Counsel | (800) 464-0030 |
| | WWW.PCWA.NET |

October 18, 2013

RECEIVED

OCT 22 2013

Jim Estep
City of Lincoln
600 Sixth Street
Lincoln, CA 95648

RE: FACILITIES AGREEMENT 2521
LINCOLN/PENRYN PIPELINE PHASE 3

Dear Mr. Estep:

Enclosed is a fully executed Facilities Agreement for the aforementioned project.

Thank you for your continued interest in our agency.

Sincerely,

Darcy Erickson
Office Assistant

Enclosure

**Temporary Water Sales Agreement Between
the Nevada Irrigation District (NID),
Placer County Water Agency (PCWA),
and the City of Lincoln (Lincoln)**

This agreement is made and entered into this 26th day of October, 2004, by and between the Nevada Irrigation District, hereafter referred to as "NID", Placer County Water Agency, hereafter referred to as "PCWA", and the City of Lincoln, hereafter referred to as "Lincoln".

Recitals

- A. NID is authorized to provide water for irrigation, municipal and domestic use within its boundaries, in accordance with Division 11 of the California Water Code. PCWA is a county water agency created in 1959 by the California Legislature (statutes of 1957, Chapter 1234) and is authorized to provide water for the same uses within its service area.
- B. NID's boundaries overlap portions of PCWA's Zone 1 service area and Lincoln's city limits.
- C. Lincoln currently purchases treated surface water from PCWA pursuant to a long-term contract between Lincoln and PCWA, and delivers the treated water to its customers, some of whom are in that portion of the city that is also within the boundaries of NID.
- D. NID currently does not have infrastructure to provide treated water within its service area in the vicinity of Lincoln.
- E. NID and Lincoln have entered into an agreement for joint planning and site evaluation of a domestic water treatment plant to be owned by NID to serve Lincoln's long-term needs within NID's boundary.
- F. PCWA currently has infrastructure in place to treat and deliver surface water to Lincoln for use by customers of Lincoln within NID's boundaries, but requires raw water from NID for treatment and delivery to Lincoln for re-delivery to residents within NID's boundaries.
- G. NID has raw water available that can be temporarily delivered to PCWA for this purpose until such time as NID has other means available to serve Lincoln's needs within NID's boundary.
- H. PCWA is desirous of substituting NID's water for the water PCWA now delivers to Lincoln for use within NID's boundaries so that it can reallocate a similar amount of water to PCWA customers which may include Lincoln, for use outside of NID's boundaries.

- I. Lincoln is desirous of purchasing additional treated water capacity from PCWA's system throughout the life of this temporary water sales agreement.

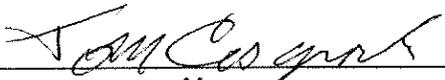
AGREEMENT

Now, therefore, the parties mutually agree as follows:

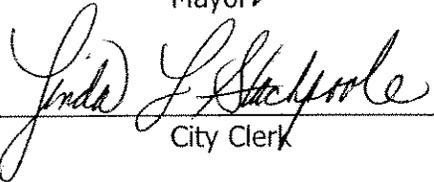
- 1) NID agrees to sell PCWA raw water that will be delivered to PCWA's treatment plants. PCWA will treat and deliver equivalent quantities of water to Lincoln, less losses, for distribution to customers of Lincoln that are within the boundaries of NID as described in Exhibit A.
- 2) NID water delivered and sold to PCWA including a 10 percent loss factor will be measured and will be equal to an amount retailed by Lincoln to customers within the boundaries of NID plus the 10 percent loss factor.
- 3) Lincoln will ensure that all treated water use within NID's boundaries will be metered and Lincoln will provide such metered water sales information that will include a 10 percent loss factor to NID and PCWA on a monthly basis. An annual water balance will be completed by NID by January 31 of each year.
- 4) PCWA shall pay NID for water delivered at the NID's municipal rate for raw water, subject to changes to that rate authorized by NID's Board from time to time. (Rate Schedule 5-R)
- 5) Water sold and delivered by NID under the terms of this agreement is untreated water which has flowed in open canals, conduits and flumes, and which has been stored in reservoirs. Such water is not potable and NID does not represent or guarantee that it is fit for domestic purposes. PCWA shall be solely responsible for any treatment, storage, or transmission of said water to Lincoln for human consumption in accordance with laws and regulations applicable to potable water.
- 6) Raw water delivered by NID under this agreement is subject to scheduled and unscheduled outages. It will be PCWA and/or Lincoln's responsibility to provide an alternate treated water supply during such outages so that deliveries to Lincoln's customers by NID will not be disrupted.
- 7) It is understood and agreed that in a year which is considered or deemed by NID to be a drought year or in a year which in the estimation of NID requires rationing or curtailment of water use, NID at its discretion may impose a drought surcharge, and/or reduce or restrict the raw water service to PCWA, in proportion to any reduction, limitation or curtailment of treated water customers within the District.

- 8) It is understood and agreed that in any year in which PCWA determines it must ration or curtail water deliveries in its Zone 1, and if NID is able to deliver water to PCWA, for delivery to Lincoln, PCWA will make that water available to Lincoln for delivery to Lincoln's customers in NID's boundaries.
- 9) It is also understood that PCWA shall not be required to deliver water to Lincoln obtained from NID pursuant to this agreement whenever PCWA determines that it does not have sufficient capacity in its facilities to treat and deliver such water to Lincoln. PCWA will notify NID whenever PCWA does not have capacity to deliver such water to Lincoln.
- 10) This agreement is intended to be a temporary agreement to be in effect until such time as NID constructs a treatment plant and other facilities sufficient to enable NID to supply treated water to Lincoln for those customers within Lincoln that are also within NID's boundary. This agreement is not intended to usurp nor weaken NID's water rights nor customer base.
- 11) This Water Sales agreement may not be modified without the express written consent of NID, PCWA, and Lincoln.
- 12) NID, PCWA, and Lincoln will each comply with all legal requirements applicable to each of their respective services and obligations under this agreement.

City of Lincoln

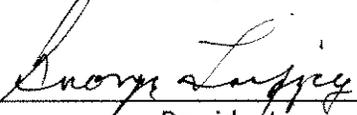


Mayor

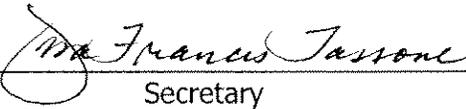


City Clerk

Nevada Irrigation District

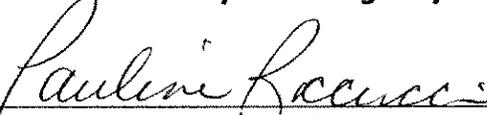


President



Secretary

Placer County Water Agency



Chair of the Board



Board Secretary