



SAGECREST
PLANNING + ENVIRONMENTAL

**Highgrove Residential and Commercial Development
At Mount Vernon Avenue and Center Street Project**

Appendix L

Will Serve Letters
(Water and Sewer)



12374 Michigan Street • Grand Terrace, CA 92313-5602 • (909) 825-4128 • FAX (909) 825-1715

TO WHOM IT MAY CONCERN:

RE: CAN SERVE LETTER

TENATIVE TRACT NO. 37743
APN: 255 150 001
OWNER/DEVELOPER: Steven WALKER Communities
REGULATORY AGENCY: County of RIVERSIDE

This letter is in response to your application for water service (“Applicant”) for the purpose of Building Homes (“Project”) on the above referenced property (“Property”). Please be aware that the Riverside Highland Water Company (“Company”) has the ability to provide domestic water service to the Property upon payment of applicable fees and satisfaction of Company requirements, including but not limited to, the following:

1. Sufficient stock of the Company has been obtained and transferred to the Applicant.
2. All pipelines, valves, and hydrants have been installed within and to the Property to the specifications of the Company and at the Applicant’s expense.
3. All meter installation, reservoir, and pipeline payback fees have been paid.
4. The Applicant has reviewed water, sewer, and storm drain and grading plans with the Company when applying for a grading permit.
5. The Applicant has complied with all other existing rules, regulations, and requirements of the Company.
6. Construction of Project facilities deemed adequate by the Company to connect to existing and proposed Company facilities must be in compliance with the Company’s Rules, Regulations, Resolutions, and Ordinances in effect at the time of connection. Any Project facilities that will become a part of the Company’s water system must be approved in advance by the Company as to design and functionality. On-site water plans required for plan checks. Plan check and inspection fees to be calculated at submittal.

7. Operation of the Project must comply with all Rules, Regulations, Resolutions, and Ordinances of the Company in force and effect at the time water service is actually requested and as may be amended from time to time by the Company. Any part of the Project that is connected to the Company's water system shall operate in accordance with the rules and standards of the Company, and any conditions placed by the Company on the provision of water service.
8. The Applicant must pay when due any and all rates, charges, fees, deposits, fines, penalties, taxes, and assessments levied by the Company.
9. The Company's obligation to furnish water service to the Project shall be subject to the Company's Rules, Regulations, Resolutions, and Ordinances that are in force and effect at the time water service is actually requested and as may be amended from time to time by the Company. In the event that the Company's provision of water service to the Property is not authorized or permitted by any governmental agency with lawful jurisdiction, this letter shall be null and void and the Company shall have no obligation to serve the Property.
10. The Company makes no express or implied representations or warranties concerning the quality, pressure, or temperature of the water furnished to the Project, or the manner in which the water is made available, or its fitness for any particular purpose, and the Company shall not be held liable for any losses incurred or damages sustained as a direct or indirect result thereof. Any water made available to the Project shall not serve as the basis of, or otherwise support, any water rights claim that may be asserted by the Applicant.
11. The Company shall not be held liable or responsible for any debts or claims that may arise from the operation of the Project, or for any damage claims for injury to persons, including the Applicant and its agents, employees, guests, invitees, trespassers, contractors, and consultants, or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to the Applicant's use of the water hereby received or the Applicant's ownership, occupancy, and operation of the Project, including those arising out of damages or losses occurring on or adjacent to the Project site.
12. The Applicant hereby expressly waives and releases the Company and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth in Section 11 above and for any costs and expenses incurred in connection therewith. The Applicant, notwithstanding the provisions of California Civil Code Section 1542, which provides that "[a] general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor," expressly waives and relinquishes all rights and benefits afforded to the Applicant thereunder and under any and all similar

laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced above. Applicant's acceptance of this letter shall act as a release of any and all future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. The Applicant understands and acknowledges the significance and consequences of such specific waiver of Civil Code Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above.

13.

(A) Excepting the sole or active negligence or willful misconduct of the Company, the Applicant shall indemnify the Company and its officers, directors, agents, shareholders, and employees against, and hold them free of and harmless from, all claims and liabilities of any kind arising out of, in connection with, or resulting from, the Agreement, as well as any and all acts or omissions on the part of the Applicant and/or his agents, guests, invitees, trespassers, contractors, consultants, and employees in connection with the use of the water received pursuant hereto and/or Applicant's ownership or occupancy of the Property and/or the operation of the Project, and defend the Company and its officers, directors, agents, shareholders, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

(B) In addition, the Applicant shall defend, indemnify, and hold the Company and its officers, directors, agents, shareholders, and employees, free of and harmless from and against, all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs, expenses (including, without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses, and accountants), and all foreseeable and unforeseeable consequential damages which might arise or be asserted against the Company and/or the Applicant with regard to the condition of the Property or the activities conducted thereon, which are alleged and/or determined to be tortious and/or in violation of present and future federal, state, and local laws (whether under common law, case law, statute, rule, regulation, or otherwise).

(C) The Applicant, for itself and on behalf of its affiliates, subsidiaries, parent companies, and successors in interest, agrees, as a condition of issuance of this letter, to defend at its sole expense any action brought against the Company, its agents, employees or officers, because of the issuance of any approvals or authorizations contained herein, or in the alternative, to relinquish such approval. The Applicant shall reimburse the Company, its agents, employees, or officers, for any court costs and attorneys' fees which the Company, its agents employees or officers may be required to pay as a result of such action. The Company may, in its discretion, participate at its own expense in the defense of any such action but such participation shall not relieve the Applicant of its obligations under this condition.

14. The Applicant shall procure and maintain during the life of the Project such policies of insurance, bonds from an acceptable surety, cash deposits, escrow accounts, letters of

credit, and other forms of security, in amounts and upon terms deemed sufficient by the Company in its sole discretion to protect the Company from any and all exposure to loss and/or liability as a result of the Project and from any adverse impact of the Project, including, but not limited to, increased costs of providing water, operational and capital costs associated with decreased water supply, or the degradation of water quality, and reduced well yields.

15. Any unplanned delay or interruption of water service to persons receiving service from the Company will result in assessment of a penalty of \$100.00 per hour or fraction thereof.
16. At any time prior to connection, upon a determination by the Board of Directors of the Company, this letter may be revoked in writing.
17. After connection, the following shall be deemed events of default and cause for immediate revocation of this letter by the Company:
 - (A) The Applicant's failure to adequately comply with any term, condition, or covenant contained herein.
 - (B) The Applicant sells, leases, deserts, vacates, or abandons any substantial portion of the Project, or a receiver or trustee is appointed for all or substantially all of the assets of the Applicant.
 - (C) Water resources are no longer available to serve the Project, and/or a water shortage emergency is declared pursuant to Water Code Section 350 et seq., and/or the Board of Directors of the Company exercises any of its duly-authorized water conservation rights under California law.
 - (D) The imposition of limitations and/or constraints on water service placed on the Company by court order, or by decree of a tribunal or other governmental body with competent jurisdiction, or by the negotiation and execution of outside agreements.
 - (E) Delivery of water to the Project is interrupted by riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides, and fires, and other labor disturbances or other catastrophic events which are beyond the control of the Company.
 - (F) The service of water to the Project would adversely affect the health, safety, and/or welfare of any customers of the Company.
18. This water service letter is exclusive to the Project described above and may not be transferred or assigned for any other purpose or project.
19. This letter, and any representations made herein, shall be null and void if the Project is not approved by the appropriate governmental agencies with jurisdiction over the Project. If the Project is approved by such agencies, the Applicant must ensure that the terms and conditions of this letter must be incorporated in the permit(s) issued therefor.

Subsequent field investigations by the Company could determine that supplementary charges for labor and/or materials may be required in addition to the above listed items.

This letter is valid for a period of **ONE YEAR** from the date issued. Information is based on the proposed Project as described above. A zone change or subdivision invalidates this letter. **All fees are subject to change.**

This letter must be signed and returned to Riverside Highland Water Company so the responsible Regulatory Agency can be notified that adequate potable water can be served.

Donald Hough
General Manager



Craig Gudgeon
Operations Manager



Riverside Highland Water Company

Date 9 14 21

APN: 255 150 001

Acceptance: 
Signature _____

Print Name Steve Berzansky

Owner / Developer Steven Walker Communities/ CO Highgrove INV, LLC

Date 9/14/21



12374 Michigan Street • Grand Terrace, CA 92313-5602 • (909) 825-4128 • FAX (909) 825-1715

April 4, 2019

Highgrove, Inv. LLC
7111 Indiana Ave Suite 300
Riverside, CA 92504

RE: New Certificate for Unused 5246

Enclosed is a certified copy of Stock Certificate No 29533. Please retain it for your records. The original Certificate is being held in security at the Riverside Highland Water Company vault.

Any change in property title will require a "Stock Assignment Separate From Certificate." Upon request we will forward all the required forms.

If you have any questions please call me at 909-825-4128.

Sincerely,


Shari Shogren

Attachment

THIS CERTIFIES THAT THIS IS A TRUE AND
CORRECT COPY OF THE ORIGINAL INSTRUMENT
AND/OR DOCUMENT.

RIVERSIDE HIGHLAND WATER COMPANY

BY:

Alan Shapiro

CERTIFICATE OF STOCK

Nº **29533**
*****54***** Shares

Riverside Highland Water Company

A MUTUAL WATER COMPANY

INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA, FEBRUARY 21, 1898

CAPITAL STOCK \$800,000

Grand Terrace, California, April 4, 2019

This Certifies That, Subject to all restrictions and provisions created by the By-Laws of RIVERSIDE HIGHLAND WATER COMPANY (all of which the party named herein admits he has notice and knowledge of, and by which he agrees to be bound, by the acceptance of this certificate) Highgrove Inv LLC, A California Limited

Liability Company

is the owner of *****54***** Shares

of the Capital Stock of RIVERSIDE HIGHLAND WATER COMPANY

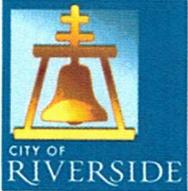
DESIGNATED FOR USE ON Unused Shares - Account 05246
AND APPURTENANT TO:

The stock represented by this certificate is assessable and is subject to lien for unpaid assessments, water rates and all other indebtedness of the Corporation.
Transferable on the books of the Corporation by endorsement hereon and surrender of this certificate.

James P. McKeon

SECRETARY

William J. McKeon
PRESIDENT



City of Arts & Innovation

October 26, 2020

Omar Gonzales
Tract 37743
Center St / Mt Vernon
Riverside CA 92508

RE: Sewer Availability Tract -37743 Center St / Mt Vernon Ave

To Whom It May Concern:

According to our records it appears that public sewer is available to serve the property at APN: 255-150-001 located between Center St and Mt Vernon Ave. If you should have any further questions, please feel free to contact Public Works at (951) 826-5341.

Thank you,

A handwritten signature in black ink, appearing to read "Nicole Clark".

Nicole Clark

Development Services Rep.
Public Works, Land Development