



# VALLEY CENTER MUNICIPAL WATER DISTRICT

A Public Agency Organized July 12, 1954

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December 18, 2006

Mr. R. Lee Shick, Project Manager  
**County of San Diego, DPLU MS 0336**  
5201 Ruffin Road  
San Diego, CA 92123

RE: **County of San Diego Permit # 2700-15153**  
Emergency Access North Ave. & Cleveland Ave. for Tract # 892  
Masson Engineering Plans dated 11-16-06

Dear Mr. Shick:

Please be advised that Rincon Escondido, LLC (RE) applicant/developer for Escondido Tract # 892 is currently processing the extension of a new 8" domestic water service line located within our district service boundaries. The purpose of the new 8" water line is to:

- serve the needs of 41 new single family homes to be built by RE, LLC within Tract # 892,
- upgrade and add onto the existing service lines in the surrounding neighborhoods,
- complete the loop system that the district requires,
- enhance the reliability and improve fire flow capability in the area

The northern most 320 lineal feet of the new water line is located in North Ave which is within the County of San Diego (County) (as depicted on the plans noted above). As additional sections of the water line proceed south, they will then be located within Tract #892.

On September 06, 2005 RE gained approval from the Valley Center Municipal Water District (VCMWD) Board of Directors for a District Facilities Agreement (see attached) to accomplish the design and installation of the new system.

The VCMWD has reviewed the plans for the North Ave & Cleveland Ave. portion of the work and we find them to be in substantial conformance with VCMWD's Standards.

Sincerely,

  
Dianne Kilwein, P.E.  
Project Manager

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## **DISTRICT FACILITIES AGREEMENT**

THIS AGREEMENT is entered into on this 10<sup>th</sup> day of OCTOBER, 2005, between VALLEY CENTER MUNICIPAL WATER DISTRICT, a public agency of the State of California, hereinafter called District, and Rincon Escondido, LLC, hereinafter called Developer. Developer is requesting District approval to design and construct facilities in accordance with Article 190 of the District's Administrative Code to provide water, sewer, and/or reclaimed water service for property described as Rincon Escondido, LLC, Escondido Tract #892.

### **IT IS HEREBY AGREED:**

- 1) In consideration for approval by District, Developer agrees to construct, at his own expense and without any cost or liability to District, the water facilities and necessary appurtenances required to provide the desired District services to the above referenced property. Said work shall be done in a good and workmanlike manner to the satisfaction of the District Engineer and in strict conformity to the District's Administrative Code, Article 190, attached hereto, and District standard specifications.
- 2) Developer agrees to extend or relocate, at no cost to District, any and all existing District pipelines and appurtenances adversely affected by Developer's proposed grading and/or road improvements.
- 3) Developer agrees to provide, at no cost to the District, any and all additional water, sewer and reclaimed water easements required for the proposed facilities and extension or relocation of existing facilities.
- 4) Developer agrees to warranty all work against defective workmanship and/or materials for a period of one year after the date of acceptance by the District by posting a performance bond or equivalent security for not less than 25% of the construction contract amount.
- 5) Developer agrees to pay the District, on demand, the full amount of all District costs incurred in connection with the work. Developer shall deposit with the District, concurrently with the execution of this agreement, 2% of the estimated cost of the pipeline. Developer further agrees to deposit an additional 5%, as inspection deposit prior to commencing construction.

- 6) Should the expenses incurred by the District be in excess of said deposits, developer shall pay the amount of such excess to the District on demand. Should District's expenses be less than the amount deposited, District shall refund to Developer the difference plus interest in accordance with Article 190, within 60 days upon acceptance of the work by the District, or termination of the project by the Developer.
- 7) Upon satisfactory completion of the work, the District shall accept the work for ownership, operation and maintenance. The acceptance of the work on behalf of the District shall be made by the District Engineer. Such acceptance shall not constitute a waiver by District of any defects in the work.
- 8) Prior to expiration of the warranty period, the District shall inspect the facility and notify the Developer of defective workmanship and/or materials to be repaired or replaced. In the event of failure to comply with the provisions of the warranty, within 10 days of receiving notification, the District is authorized to have the defects repaired and made good at the expense of the Developer and his surety. Developer and surety shall pay all costs thereof on demand to the District.
- 9) The proposed facilities benefit only the above referenced property and reimbursement of facility construction costs, in accordance with Article 190.9, is not applicable.
- 10) District is not requiring any of the proposed facilities to be oversized in accordance with Article 190.10, Procedure for District Participation in Oversized Facilities.

**DEVELOPER:**

Signature:  Date 10/15/05

Print Name: ED BONANNI

**Valley Center Municipal Water District:**

  
Gary T. Arant, General Manager