

RESOLUTION NO. 2017-50
RESOLUTION NO. PFA-03
ORDINANCE NO. 2017-01

AGENDA

MISSION STATEMENT

"Our team is dedicated to protecting, enhancing, and developing our rich water resources to the highest beneficial use for Calaveras County, while maintaining cost-conscious, reliable service, and our quality of life, through responsible management."

Regular Board Meeting
Wednesday, August 23, 2017
9:00 a.m.

Calaveras County Water District
120 Toma Court, (PO Box 846)
San Andreas, California 95249

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at 209-754-3028. Notification in advance of the meeting will enable CCWD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for review by the public.

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

2. PUBLIC COMMENT

At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to five minutes per person.

3. CONSENT AGENDA

The following items are expected to be routine / non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.

3a Approval of Minutes for the Board Meeting of July 26, 2017

3b Approve the Cancellation of the Regular Board Meeting of September 13, 2017
(Dave Eggerton, General Manager)

BOARD OF DIRECTORS

Jeff Davidson, President Scott Ratterman, Vice President
Terry Strange, Director Bertha Underhill, Director Russ Thomas, Director

- 3c Candidate Support for Association of California Water Agencies:
 ACWA President – Brent Hasteley RES 2017- _____
 ACWA Vice President – Steve E. LaMar RES 2017- _____
 (Dave Eggerton, General Manager)

4. **NEW BUSINESS**

- 4a Discussion / Action Regarding Approval of Credit Adjustment Request for
 Account # 022698-000
 (Stacey Lollar, HR Director and Customer Service) RES 2017- _____
- 4b Discussion / Action Regarding Approval of Purchase and Sale Agreement
 for the Cataract Mine Cement Slurry Line and Easements
 (Peter Martin, Manager of Water Resources) RES 2017- _____
- 4c Discussion / Action Regarding Amending the FY 2017-18 Capital Improvement
 Program Budget to include the Ebbetts Pass Redwood Tanks Replacement Project
 for Pursuit of Cal OES Grant Funding
 (Joel Metzger, External Affairs, Conservation, and Grants) RES 2017- _____
- 4d Update on Grants Program
 (Joel Metzger, External Affairs, Conservation, and Grants)
- 4e Discussion / Action Regarding Consideration of Change to Date / Time of
 Board of Directors' Meeting Schedule
 (Dave Eggerton, General Manager)
- 4f Discussion / Action Regarding Sale of Surplus Property, APNs 042-035-016,
 042-035-003, and 042-035-012, San Andreas, CA
 (Dave Eggerton, General Manager) RES 2017- _____
- 4g Discussion / Action Regarding License Agreement with Calaveras Resources
 Conservation District
 (Dave Eggerton, General Manager)

5. **OLD BUSINESS**

Nothing to report

6. **GENERAL MANAGER REPORT**

7.* **BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

8. **NEXT BOARD MEETINGS**

- Wednesday, September 13, 2017, 9:00 a.m., Regular Board Meeting (*Proposed to Cancel*)
- Wednesday, September 27, 2017, 9:00 a.m., Regular Board Meeting

*No information included in packet

9. **CLOSED SESSION**

- 9a Conference with Real Property Negotiators
Government Code §54956.8
Property: APNs 042-035-016, 042-035-003, and 042-035-012, San Andreas, CA
District negotiators: Dave Eggerton and Robbie Creamer
Under negotiation: price and other terms
- 9b Conference with Real Property Negotiators
Government Code §54956.8
Property: APNs 046-019-051, 073-042-127 and 073-042-129, Valley Springs, CA
District negotiators: Dave Eggerton and Robbie Creamer
Under negotiation: price and other terms

10. **REPORTABLE ACTION FROM CLOSED SESSION**

11. **ADJOURNMENT**

CALAVERAS COUNTY WATER DISTRICT

Board of Directors

District 1 Scott Ratterman
District 2 Terry Strange
District 3 Bertha Underhill
District 4 Russ Thomas
District 5 Jeff Davidson

Legal Counsel

Matthew Weber, Esq.
Downey Brand, LLP

Financial Services

Umpqua Bank
US Bank
Wells Fargo Bank

Auditor

Richardson & Company, LLP

CCWD Committees

*Engineering Committee
*Finance Committee
*Legal Affairs Committee
Executive Committee (*ad hoc*)

Membership**

Strange / Davidson (alt. Underhill)
Underhill / Thomas (alt. Ratterman)
Davidson / Ratterman
Davidson / Ratterman

Joint Power Authorities

ACWA / JPIA
CCWD Public Financing Authority
Calaveras-Amador Mokelumne River Authority (CAMRA)
Calaveras Public Power Agency (CPPA)
Eastern San Joaquin Groundwater Authority
Tuolumne-Stanislaus Integrated Regional Water
Management Joint Powers Authority (T-Stan JPA)
Upper Mokelumne River Watershed Authority (UMRWA)

Ratterman (alt. Dave Eggerton)
All Board Members
Strange / Ratterman (alt. Davidson)
Peter Martin (alt. Dave Eggerton)
Russ Thomas
Strange (alt. Thomas)
Davidson (alt. Strange)

Other Regional Organizations of Note

Calaveras LAFCO
Calaveras County Parks and Recreation
Committee
Highway 4 Corridor Working Group
Mountain Counties Water Resources
Association (MCWRA)
Mokelumne River Association (MRA)
Tuolumne-Stanislaus Integrated Regional Water
Mgt. JPA Watershed Advisory Committee (WAC)

All Board Members
Ratterman (alt. Thomas)
Underhill / Thomas
All Board Members
All Board Members
Peter Martin (alt. Metzger)

* Standing committees, meetings of which require agendas & public notice 72 hours in advance of meeting.

** The 1st name listed is the committee chairperson.

RESOLUTION NO. 2017-42
RESOLUTION NO. PFA-03
ORDINANCE NO. 2017-01

MINUTES
CALAVERAS COUNTY WATER DISTRICT
REGULAR BOARD MEETING

JULY 26, 2017

Directors Present: Scott Ratterman, Vice President
Bertha Underhill, Director
Terry Strange, Director
Russ Thomas, Director

Director(s) Absent: Jeff Davidson, President

Staff Present: Dave Eggerton, General Manager
Matt Weber, General Counsel
Mona Walker, Clerk to the Board
Jeffrey Meyer, Director of Administrative Services
Teresa Tanaka, Director of Operations
Tamara Green, Sr. Treatment Plant Operator
Peter Martin, Manager of Water Resources
Jesse Hampton, Plant Operations Manager
Robert Creamer, Engineering Analyst
Joel Metzger, Manager of External Affairs, Conservation, and Grants

Others Present: Natasha Koval
Tom Gould, HDR Consultants
Vickey Mills
and others

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. ROLL CALL

Vice President Ratterman called the Regular Board Meeting to order at approximately 9:00 a.m. and led the pledge of allegiance. Director Davidson was absent.

2. PUBLIC COMMENT

There was no public comment.

3. CONSENT AGENDA

MOTION: Directors Thomas / Underhill – Approved Consent Agenda Items: 3a, Minutes for the Board Meetings of May 24, June 8 (Workshop), June 20 (Budget Workshop), and June 28, 2017; and 3b, Review Board of Directors Monthly Time Sheets for June, 2017

3a Approval of Minutes for the Board Meetings of May 24, June 8 (Workshop), June 20 (Budget Workshop), and June 28, 2017

3b Review Board of Directors Monthly Time Sheets for June, 2017

Director Strange pulled Item 3c from the Consent Agenda

3c Approve to Ratify Claim Summary #544 Secretarial Fund in the Amount of \$1,865,351.56 for June, 2017

(Jeffrey Meyer, Director of Administrative Services)

RES 2017-_____

AYES: Directors Thomas, Underhill, Strange and Ratterman

NOES: None

ABSTAIN: None

ABSENT: Director Davidson

OFF CONSENT AGENDA

Director Strange pulled Item 3c from the Consent Agenda

3c Approve to Ratify Claim Summary #544 Secretarial Fund in the Amount of \$1,865,351.56 for June, 2017

(Jeffrey Meyer, Director of Administrative Services)

RES 2017-42

MOTION: Directors Strange / Thomas – Adopted Resolution No. 2017-42 Ratifying Claim Summary #544 Secretarial Fund in the Amount of \$1,865,351.56 for June, 2017

DISCUSSION: Director Strange inquired about expenditures for pipes and the rebuilding of pumps (page 7, \$10,049 and \$16,234, respectively). Mr. Meyer responded the pipes were purchased for the Reach 3A pipeline project, and the pumps are for a renovation & replacement project of the Bluebell water pipeline in LaContenta. Ms. Tanaka responded to further questions from Director Strange related to pumps. Director Strange inquired on the expenditure to SEWD for \$330,000. Mr. Meyer responded it is the debt costs for the New Hogan Reservoir dam and associated operation and maintenance costs per an agreement with USBR.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Strange, Thomas, Underhill and Ratterman
NOES: None
ABSTAIN: None
ABSENT: Director Davidson

4. NEW BUSINESS

- 4a Annual High School Senior Scholarship Winners
(Joel Metzger, Manager of External Affairs, Conservation, and Grants)

Mr. Metzger reported on the annual high school senior scholarship program that the District awards each year. Two seniors were chosen for their essays submitted to CCWD and awarded \$500 each. High school seniors Natasha Koval and Daniel Boitano of Calaveras High School were selected. Natasha Koval was present and read her essay to the Board. The Board thanked Natasha and wished her well in her studies at college.

- 4b Recognition of Tamara Green for 20 Years of Service with CCWD
(Teresa Tanaka, Director of Operations) **RES 2017-43**

MOTION: Directors Underhill / Strange – Adopted Resolution No. 2017-43
Recognizing and Honoring Tamara “Tami” Green for her 21+ Years
of Service at CCWD

DISCUSSION: Ms. Tanaka invited Sr. Treatment Plant Operator Tamara “Tami” Green to the podium and read a resolution commending Tami for her 21+ years of dedicated service to CCWD. Mr. Hampton addressed the Board and talked about the loss of Tami’s valuable experience at CCWD as she retires and appreciates her past work. The Board Members and Mr. Eggerton all thanked Ms. Green for her years of service and dedication to the District and wished her the best in her upcoming retirement.

PUBLIC COMMENT: Mr. Berry Rudolf, a friend of Tami Green’s spoke about her accomplishments as a mother, a treatment plant operator, and a friend. Ms. Green thanked the Board Members for her opportunities during her years at CCWD.

AYES: Directors Underhill, Strange, Thomas and Ratterman
NOES: None
ABSTAIN: None
ABSENT: Director Davidson

- 4c Discussion / Action Regarding Ballot Selection for California Special Districts
Association, Seat C
(Dave Eggerton, General Manager)

MOTION: Directors Strange / Underhill – by Minute Entry cast CCWD’s vote for
Peter J. Kampa of Saddle Creek Community Services District to
Continue representing Region 2, Seat C of the CSDA

DISCUSSION: Mr. Eggerton reported that CCWD is a member of the California Special Districts Association (CSDA) and CSDA is holding an election to represent Region 2, Seat C. Directors Underhill and Ratterman expressed their support of Pete Kampa who is one of the three candidates on the CSDA ballot.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Strange, Underhill, Thomas and Ratterman
NOES: None
ABSTAIN: None
ABSENT: Director Davidson

- 4d Discussion / Action Regarding State Legislation in the 2017-18 Session:
SB 623 (Monning)
(Joel Metzger, Manager of External Affairs, Conservation, and Grants)

MOTION: Directors Strange / Thomas – by Minute Entry to take an “Oppose Unless Amended” position on SB 623 (Monning) Water quality: Safe and Affordable Drinking Water Fund

DISCUSSION: Mr. Metzger reviewed Senate Bill 623 on request of the Association of California Water Agencies (ACWA) to take a position of “Oppose Unless Amended.” The bill is in regard to safe and affordable drinking water, however the bill may have associated water user fees or public goods charge to finance the core efforts of the bill. Board Members expressed their view on the proposed bill.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Strange, Thomas, Underhill and Ratterman
NOES: None
ABSTAIN: None
ABSENT: Director Davidson

- 4e Review and Direction of the FY 2016-17 Fourth Quarter Investment Report
(Jeffrey Meyer, Director of Administrative Services)

DISCUSSION: Mr. Meyer reviewed CCWD's cash and investment balance report for the FY 2016-17 Fourth Quarter and the change in respective balances. He discussed the proposal that was presented to the Finance Committee to issue a request for proposals (RFP) for a more active management of the District's investment portfolio; RFP's could be circulated in two months. Director Thomas commented on RFP submittals.

PUBLIC COMMENT: There was no public comment.

There was no action taken by the Board on this item.

- 4f Discussion / Action Regarding Annual Resolution to Submit Delinquencies to County Tax Rolls
(Jeffrey Meyer, Director of Administrative Services) RES 2017-44

MOTION: Directors Thomas / Underhill – Adopted Resolution No. 2017-44 Approving Annual Resolution to Submit Delinquencies to County Tax Rolls

DISCUSSION: Mr. Meyer discussed the water and/or delinquent sewer accounts that are proposed to be placed on the tax rolls for collection. There are 104 accounts to be placed on the 2017-2018 tax rolls for a total amount of \$91,370.63. Mr. Meyer responded to related questions from Board Members.

PUBLIC COMMENT: There was no public comment.

AYES: Directors Thomas, Underhill, Strange and Ratterman
NOES: None
ABSTAIN: None
ABSENT: Director Davidson

RECESS was called at 10:22 a.m. SESSION RESUMED at 10:30 a.m.

- 4g Update on the Financial Analysis Study
(Jeffrey Meyer, Director of Administrative Services)

Mr. Meyer introduced Tom Gould of HDR Engineering who developed the District's Financial Analysis Study that identifies funding gaps in water and sewer operations. Mr. Meyer gave a brief review of the preliminary results of the water and sewer study for operating and capital improvement projects, the goals and objectives, and key assumptions of the draft financial plan. At today's meeting staff was to receive comments and direction from the Board of Directors.

Mr. Gould provided a PowerPoint presentation that reviewed the capital funding plans of the draft Financial Analysis Study. He discussed the water and sewer capital funding plan and the revenues needed for projects designated for renovation and replacement, expansion, and regulatory requirements. There are more capital improvement projects (CIP) than revenues; the question is how to fund projects and funding gaps. Operational revenue is insufficient to fund water operations in FY 2018-19 and beyond. Mr. Gould indicated that grant funding is a large component in the funding source in the sewer capital funding over the next five-year period.

Mr. Meyer addressed funding gaps and that staff will develop strategies to include: level of funding that CCWD needs to fulfill its mission; a five-year cost reduction plan, a proposal to cover the remaining funding gap with revenue enhancements, and water and sewer rate transitional plans. The next steps are to: receive comments and direction from the Board; the Board adopts the Financial Plan on Aug. 9, 2017; staff develops strategies to address the funding gaps in the water and sewer utilities; staff presents plan to the Finance Committee; a strategic plan to be submitted to the Board of Directors for review and adoption. Board Members expressed their views on the financial challenges and rates.

The Board of Directors thanked Mr. Gould for his presentation.

5. OLD BUSINESS

There was nothing to report.

6. GENERAL MANAGER REPORT

Mr. Eggerton reported on the following actions: CCWD received approval from CalOES funding for storm damage in 2017; CCWD and the Calaveras Public Utility District (CPUD) are moving forward with the Calaveras County Mokelumne River Long-Term Water Needs Study in conjunction with implementation of AB 142 (Bieglow). A public meeting will be held August 28th in Mokelumne Hill in conjunction with CPUD on the study and receive public input. When finalized, the study will be forwarded to the Secretary of Natural Resources by December 31, 2017.

7. BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS

Director Strange reported on the yellow legged frog status review by the Department of Fish & Wildlife; there could be impacts on future construction by CCWD.

Director Thomas reported that he has filed the required Fair Political Practices Commission campaign form with intent to file for the CCWD Board Director election in 2018.

Director Underhill reported that she will be attending the NCPA BBQ tonight; and she reported on her attendance at a meeting at Forest Meadows Home Owners Association last week.

Director Ratterman had nothing to report.

8. NEXT BOARD MEETINGS

- Wednesday, August 9, 2017, 9:00 a.m., Regular Board Meeting
- Wednesday, August 23, 2017, 9:00 a.m., Regular Board Meeting

The Open Session ended at 12:08 p.m.

9. CLOSED SESSION

The meeting adjourned into Closed Session at approximately 12:10 p.m. Those present were Board Members: Scott Ratterman, Bertha Underhill, Russ Thomas and Terry Strange (Director Davidson was absent); staff members Dave Eggerton, General Manager and Robert Creamer, Engineering Analyst; and General Counsel Matt Weber.

- 9a Conference with Real Property Negotiators
Government Code §54956.8
Property: APN 042-035-016, San Andreas, CA
District negotiators: Dave Eggerton and Robbie Creamer
Under negotiation: price and other terms

10. REPORTABLE ACTION FROM CLOSED SESSION

The Board reconvened into Open Session at approximately 12:23 p.m. There was no reportable action.

11. ADJOURNMENT

With no further business, the meeting adjourned at approximately 12:23 p.m.

By:

ATTEST:

Dave Eggerton
General Manager

Mona Walker
Clerk to the Board

Agenda Item

DATE: August 23, 2017

TO: Board of Directors

FROM: Dave Eggerton, General Manager 

SUBJECT: Cancellation of Board Meeting of September 13, 2017

RECOMMENDED ACTION:

Motion: _____ / _____ by Minute Entry approve cancelling the Regular Board Meeting of September 13, 2017.


SUMMARY:

Directors Strange and Ratterman announced they will be unable to attend the September 13th Regular Board Meeting due to other commitments. Additionally, Director Thomas, the District's representative to the Eastern San Joaquin Groundwater Authority (ESJA), expressed interest in attending the ESJA meeting that normally meets the same date and time as CCWD's first monthly Board Meeting. Due to the schedules of Board Members, a quorum of the Board may not be available to hold the September 13th Regular Board Meeting; therefore, staff proposes to cancel the September 13th Regular Board Meeting.

FINANCIAL CONSIDERATIONS:

None.

Agenda Item

DATE: August 23, 2017
TO: Board of Directors
FROM: Dave Eggerton, General Manager 
SUBJECT: Candidate Support for ACWA Board President and Vice President

RECOMMENDED ACTION:

Motion: _____ / _____ adopt Resolution No. 2017-____ supporting Brent Hastey of Yuba County Water Agency as candidate for ACWA Board President for the 2018-2019 term.

Motion: _____ / _____ adopt Resolution No. 2017-____ supporting Steven E. LaMar of Irvine Ranch Water District as candidate for ACWA Board Vice President for the 2018-2019 term.

SUMMARY:

The Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President. Candidates to be considered for the ACWA Board positions will be interviewed by the Nominating Committee. The candidates will be voted on by the general membership at the Fall Conference beginning November 28th.

Two candidates being considered for ACWA's President and Vice President positions have requested support from CCWD with their nominations. Brent Hastey, Board Member from Yuba County Water Agency and current ACWA Vice President is a candidate for ACWA's position of President, and Steve LaMar, Board Member from Irvine Ranch Water District for the position of ACWA Vice President. Both positions are for a two-year term, 2018 and 2019. Having worked closely with Brent and Steve for a number of years, I can attest to the fact that they have the experience, dedication, and personality to excel as President and Vice President of ACWA.

Steve helped lead the development of policy principles for improved management of California's headwater areas and has championed their implementation ever since. Brent has provided exemplary leadership as ACWA's Vice President, and I have had the good fortune of working side-by-side with him in Washington D.C., advocating for the interests of local water agencies such as our own. They are some of the most dedicated and talented leaders in our business and are incredible people of the highest

integrity and character. We would be incredibly fortunate to have them serve as the officers of ACWA.

FINANCIAL CONSIDERATIONS:

None.

Attachments: Background information and Proposed Resolution of Support for Brent Haste
Background information and Proposed Resolution of Support for Steve E. LaMar

Brent Hastey for ACWA President, 2018-2019



Brent Hastey was born and raised in the Plumas Lake area, representing the fifth generation of his family to live in Yuba County, California. He grew up irrigating pasture and swimming in the ditches on the ranch. Becoming active in politics in college, he was first elected to public office in 1987, when he won an election for a seat on the Board of Reclamation District 784. He served in this position for six years, during three of which he chaired. In 1992, he was elected to the Board of Supervisors of Yuba County, on which he served until 2000. As a County Supervisor, he also served on the Boards of the Yuba County Water Agency (YCWA), Yuba County Local Agency Formation Commission, Regional Council of Rural Counties, and the Sacramento Area Council of Governments. In 1994, he became the founding Chairperson of the Yuba-Sutter Economic Development Corporation, which he chaired until 1996.

Brent Chaired the YCWA Board in 1996 and 1997, which was during the devastating flooding of 1997. He led the Board through this trying time, and testified before the United States Congress on the causes and emergency management of the flood. In response to this disaster and state water needs, the voters of California passed Proposition 13, which authorized the sale of \$1.97 billion in bonds to support safe drinking, water quality, flood protection, and water reliability projects. Brent strongly supported the approval. In 2014, Brent was reelected to the YCWA Board of Directors, and he currently serves as Chair.

In addition to his service in areas of water management in California, Brent has worked in the service of higher education both locally and on a statewide level. In 2010, He was elected to the Yuba Community College District, a district which serves eight counties and spans nearly 4,200 square miles of rural northern California. Recently, Brent was elected to the California Community College Trustee Board (CCCT). CCCT represents and acts in the best interest of California's 72 Community College Districts

Brent is also the founding Director of the Bank of Feather River, which started in 2007. He served as Chairman of the board from 2010-2016. Bank of Feather River is a community bank specializing in agriculture lending.

In addition to his political service, he has long-valued the opportunity for community and global service through Rotary International. A member of South Yuba County Sunrise Rotary Club since 1986, Brent works to live out the organization's motto in everyday life: "Service above Self".

Brent and his wife Alisan, a music educator in the Marysville Unified School District, have been married 34 years. They own and operate Plumas Lake Self-Storage. Brent and Alisan have raised four amazing children, plenty of dogs, a few horses and a donkey.

Brent has been involved with the Association of California Water Agencies (ACWA) throughout his tenure as a member of the Board of Directors of YCWA (an ACWA member).

Since his election as ACWA Vice-President in 2015 (for 2016-2017), Brent has used this opportunity to listen, learn more about issues that are important to each ACWA region and talk with as many ACWA members as possible.

Brent chairs ACWA's Disadvantaged Communities Safe Drinking Water Task Force. He serves on ACWA's Executive Committee, ACWA's Office Building Advisory Group, the Next Generation Advisory Committee and ACWA's Ag Initiative Advisory Group.

Since being elected ACWA Vice-President, Brent has attended seven ACWA region events, the ACWA Regulatory Summit, the ACWA Legislative Symposium, numerous ACWA State Legislative Committee and other committee meetings, three ACWA Conferences and two ACWA DC briefings.

RESOLUTION NO. 2017 –

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CALAVERAS COUNTY WATER DISTRICT**

**TO NOMINATE AND SUPPORT BRENT HASTEY
AS A CANDIDATE FOR THE POSITION OF ACWA PRESIDENT**

WHEREAS, the Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the ACWA statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, Brent HasteY currently serves as Chair on the Board Directors of the Yuba County Water Agency; and

WHEREAS, Brent HasteY has served as a County Supervisor, and on the Boards of the Yuba County Local Agency Formation Commission, Regional Council Rural Counties, and Sacramento Area Council of Governments; and

WHEREAS, it is the opinion of Board of Directors of the Calaveras County Water District that Brent HasteY possess all of the qualities needed to fulfill the duties of the office of ACWA President.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Calaveras County Water District does hereby support Brent HasteY as candidate for the office of ACWA President.

PASSED AND ADOPTED this 23rd day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Mona Walker, Clerk to the Board

STEVEN E. LAMAR

Statement of Qualifications for Vice President Association of California Water Agencies

- Inclusive Leadership
- Active Advocacy
- Strong Commitment Water Community

“Seeing things from all perspectives and working together to make a difference. This is not only the best way to forge alliances and make tough policy decisions, it’s essential for good governance.”



Inclusive Leadership: Experience that Counts

Steve LaMar has been a member of the Irvine Ranch Water District (IRWD) Board of Directors since early 2009, serving multiple terms as Board President. In his most recent election, he received support and endorsements from both the business community (e.g., Orange County Business Council, Building Industry Association) and environmental groups (e.g., Orange County League of Conservation Voters, Sierra Club).

Mr. LaMar has also served in leadership roles for the Association of California Water Agencies (ACWA). He is currently a member of its Board of Directors, Chair of the ACWA Federal Affairs Committee, and participates regularly at ACWA’s Executive Committee. He is a past-Chair of ACWA’s Headwaters Task Force. Mr. LaMar is a member of the board of directors of several other water-related organizations, including the National Water Resources Association (representing 17 Western states), the Southern California Water Committee, and CalDesal, and has served on the Board of the National Water Research Institute.

Beyond his water industry involvement, Steve had held leadership positions at a wide range of organizations such as the Natural Communities Coalition of Orange County, a nonprofit organization responsible for implementing California’s first natural community conservation plan and for protecting 37,000 acres of coastal sage scrub habitat, where he is its current Board President. He is also active in the California Building Industry Association, where he has chaired both the Water Resources Committee and Government Affairs Committee.

Active Advocacy: Not Just Words

Mr. LaMar advocates for ACWA’s policies and initiatives not only as the Chair of the ACWA Federal Affairs Committee, but also through his involvement in other key ACWA committees including the Energy Committee, the Agricultural Initiative Work Group, and the Headwaters Work Group.

Steve’s advocacy effectiveness is evidenced by his successful professional career as President of LegiSight, LLC, a legislative advocacy firm for businesses. Prior to forming this firm, he served as the Senior Policy Director for the Irvine Company and the Director of Corporate Affairs for the Mission Viejo Company.

A Long-Term Commitment to the Water Community: Live What You Believe

Mr. LaMar’s commitment to the water community pre-dates his joining the Board of IRWD. He worked on the Delta Vision Stakeholders Coordinating Group as a business representative, the AB 2717 Landscape Task Force as the Chair of the Economics Work Group, the 2005 and 2009 Advisory Committees for the California Water Plan, State Water Desalination Task Force, and Governor Davis’ Drought Advisory Panel.

Serving on the Board of IRWD has provided Mr. LaMar with the knowledge and understanding of what goes into providing retail water service to a broad and diverse community. Steve has applied this knowledge to his involvement with the Southern California Water Committee and memberships in the California Business Properties Association and the California Chamber of Commerce.

Steve LaMar has a Bachelor of Arts in Political Science from Pittsburg State University and an Environmental Management Institute Certificate from the U.S. Environmental Protection Agency.

Irvine Ranch Water District is a large retail water and sewer agency in Orange County California serving 390,000 residents, a 180-square mile area, with approximately 110,000 water and sewer service connections

RESOLUTION NO. 2017 –

**RESOLUTION OF THE BOARD OF DIRECTORS OF
CALAVERAS COUNTY WATER DISTRICT**

**TO NOMINATE AND SUPPORT STEVEN E. LAMAR
AS A CANDIDATE FOR THE POSITION OF ACWA VICE PRESIDENT**

WHEREAS, the Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the ACWA statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, Steven E. LaMar was appointed to the Irvine Ranch Water District Board of Directors in 2009 to fill a vacancy and was subsequently elected to serve four-year terms beginning in 2010 and 2014; and

WHEREAS, Steven E. LaMar is a water policy and planning expert with over 20 years of experience on statewide business and industry committee and has directly participated in many major water policy forums; and

WHEREAS, Steven E. LaMar has served on statewide task forces and advisory committees on drought planning, desalination, the California Bay-Delta, the California Water Plan and on water reliability and conservation issues.

NOW, THEREFORE, BE IT RESOLVED that it is the opinion of the Board of Directors of the Calaveras County Water District that Steven E. LaMar possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President and hereby supports his nomination.

PASSED AND ADOPTED this 23rd day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:


CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Mona Walker, Clerk to the Board

Agenda Item

DATE: August 23, 2017
TO: Dave Eggerton, General Manager 
FROM: Stacey Lollar, Director of HR and Customer Service
SUBJECT: Discussion/Action regarding Credit Adjustment for APN 055-085-024

RECOMMENDED ACTION:

Motion: _____ / _____ approving Resolution No. 2017- ____ approving a credit adjustment to customer account number 022698-000 for APN 055-085-024 (D Drive Saddle Creek Commons Area A).

SUMMARY:

Per the District's Ordinance No. 2000-03 (attached) any credit adjustment in excess of \$1,000 requires approval from the Board of Directors. The District currently has a customer, Saddle Creek II Home Owners Association (HOA), who is requesting a credit adjustment of \$1,705.22 due to a leak as a result from multiple malfunctioning valves in their irrigation system that stayed open over various watering cycles. District staff has been working with the Saddle Creek II HOA Board of Directors for the last several months to address this issue. The HOA hired a landscape specialist and turned off the water for a length of time in October 2016 in attempt to find the leak. Unfortunately it was not until recently that the reason for the leak was discovered. However, the HOA has worked diligently to locate the cause of the problem and has since replaced the malfunctioning valves.

As per Section 1 of Ordinance No, 2000-03 "leak adjustments will only be granted once every five (5) years per water service account." The Saddle Creek II HOA has not received an adjustment within the last five (5) years and is in good standing with payments as such. Therefore, staff recommends that the credit adjustment be approved by the Board.

FINANCIAL CONSIDERATIONS:

The credit adjustment for account number 022698-000 will reduce water revenues in the water fund (Fund 300) by the amount of the adjustment \$1,705.22.

Attachments: Ordinance No. 2000-03 – Credit Adjustment Policy
Letter date July 17, 2017 from Saddle Creek II Home Owners Association
Resolution for account number 022698-000 Signed Credit Leak Adjustment Authorization for D Drive Saddle Creek Commons Area A

ORDINANCE NO. 2000- 03

Credit Adjustment Policy

The Board of Directors of CALAVERAS COUNTY WATER DISTRICT (CCWD) has determined that it is necessary and appropriate to adopt a policy for credit adjustments.

NOW, THEREFORE, BE IT ORDAINED as follows:

Section 1. Findings.

The General Manager and his authorized designees may make credit adjustments not to exceed \$1,000 to customer accounts in order to resolve customer-disputed charges. Such an adjustment must be requested in writing by the customer and supported by documentation showing that the credit is allowed due to extraordinary circumstances that render established policies and procedures of the District unreasonable or inapplicable.

Inclusive in this adjustment policy is a provision for leak adjustments calculated as 50 percent of the amount in excess of the customer's bill in a like period from a previous year. Leak adjustments will only be granted once every five years per water service account.

Adjustments in excess of \$1,000 require approval from the Board of Directors through variance procedures as established by the District.

Section 2. Effect on Prior Actions.

All provisions of prior ordinances and resolutions of CCWD not inconsistent with this Ordinance shall remain in full force and effect.

Section 3. Severability.

This Ordinance and the various sections thereof are hereby declared to be severable. To the extent the terms and provisions of this Ordinance are in conflict or are otherwise inconsistent with the terms and provisions of any prior CCWD ordinances, resolutions, rules, and other actions, the terms and provisions of this Ordinance shall prevail with respect thereto. The District hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Publication/Effective Date.

This Ordinance shall take effect as of this date.

PASSED AND ADOPTED this 14th day of June, 2000, by the following vote:

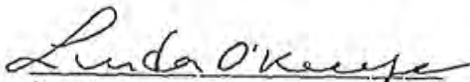
AYES: Directors Deem, Weinkle, Fonceca, Hebrard and Davidson
NOES: None
ABSENT: None
ABSTAIN: None

CALAVERAS COUNTY WATER DISTRICT



President

ATTEST:



Secretary



General Manager

RECEIVED

AUG 01 2017

CCWD

July 17, 2017

Calaveras County Water District Board of Directors
Attn: Mona Walker
P.O. Box 846
San Andreas, CA 95249

Dear Ms. Walker.


Attached is a copy of a we received from CCWD for the Service period of 7/16/16 - 9/15/16 in the amount of \$10,335.22. Needless to say we were all shocked to receive this billing as our average bill has always been around \$6500.00, and lower in the winter.

We immediately began to seek out the reasoning for the water consumption being that high, and had a meeting with CCWD to review the issue and to request an adjustment on this bill as it was out of the norm.

After having the issue checked by several experts and also someone from CCWD we have determined that large water consumption last year (\$10,000 + bill for one billing cycle) was due to leaks from multiple stuck open valves over various watering cycles during the billing period...an example is two separate valves had loose "floating" nuts that at times would jam the valves open and at other times wouldn't not cause the valves to stick open...we are in the process of replacing the Toro valves (the type that causes the issues) with Hunter valves, a better product.

We appreciate your consideration of our request for an adjustment and are available to meet and review the information at your convenience.

Thank you.



DeLinda Dontje
Community Manager
For the Saddle Creek II Board of Directors
209-785-6700

RESOLUTION NO. 2017-

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

**RESOLUTION APPROVING A WATER LEAK CREDIT ADJUSTMENT FOR
CUSTOMER ACCOUNT NUMBER #22698-000 FOR APN 055-085-024
AT D DRIVE IN SADDLE CREEK COMMONS AREA A**

WHEREAS, the Board of Directors of the Calaveras County Water District adopted Ordinance No. 2000-03 – Credit Adjustment Policy on June 14, 2000 which established that credit adjustments in excess of \$1,000 require approval from the Board of Directors; and

WHEREAS, Ordinance No. 2000-03 further states leak adjustments will only be granted once every five years per water service account; and

WHEREAS, the Board of Directors of the Saddle Creek II Home Owners Association for account number 022698-000 (APN 055-085-024) submitted and signed the acceptance form for a leak adjustment credit in the amount of \$1,705.22; and

WHEREAS, the customer has been in good standing with their payments and provided a good faith effort to locate and repair the leak.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Calaveras County Water District hereby authorize approval of the leak adjustment credit in the amount of \$1,705.22, attached hereto and made a part hereof, a one-time courtesy for the next five years for account number 022698-000.

PASSED AND ADOPTED this 23rd day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Mona Walker
Clerk to the Board



CALAVERAS COUNTY WATER DISTRICT

120 Toma Court • Post Office Box 846 • San Andreas, CA 95249 • Main Line (209) 754-3543

July 20, 2017

Saddle Creek II Maintenance Association
PO Box 650858
Dallas, TX 95265

Re: Leak Adjustment Account #022698-000 for D Drive Saddle Creek Commons Area A
APN: 055-085-024

Dear Customer:

Your request for a leak adjustment pursuant to CCWD's Leak Adjustment Ordinance No. 2000 – 03 (Copy enclosed for your reference), has been reviewed. The total amount of *credit* you are eligible for is \$1,705.22. This amount represents one-half or 50% of the excess usage resulting from the water leak compared to your normal usage the prior year. Upon receipt of the Leak Adjustment Credit Acceptance Form (below), this one-time courtesy credit of \$1,705.22 will be sent for approval by the District's Board of Directors during the next available regular Board Meeting per our District policy.

You may contact our customer service department if you have any questions at (209) 754-3543.

Sincerely,
CALAVERAS COUNTY WATER DISTRICT

Stacey Lollar
Stacey Lollar, PHR
Director of HR and Customer Service
Office: 209.754.3015
E-mail: stacey1@ccwd.org

Please return this portion

CCWD Leak Adjustment Credit Acceptance Form

I, Roger K. Golden, owner of Saddle Creek II, 055-085-024
Print Name Property Address Parcel Number


hereby request a leak adjustment be made to my account. I understand this adjustment is a one-time courtesy and no further adjustments of this type will be made to my account. Once this form is signed and returned to CCWD, the adjustment that I am eligible for will be posted to my account #022698-000.


Roger K. Golden
Owner's Signature
Treasurer, Saddle Creek II HOA

8/10/2017
Date

Agenda Item

DATE: August 23, 2017

TO: Dave Eggerton, General Manager 

FROM: Peter Martin, Manager of Water Resources 

SUBJECT: Approval of the Purchase and Sale Agreement for the Cataract Mine Cement Slurry Line and Easements

RECOMMENDED ACTION:

Motion: _____ / _____ adopt Resolution No. 2017-_____ Approving the Purchase and Sale Agreement for the Flintkote Cataract Cement Slurry Line, easements, and other appurtenances; and authorizing the General Manager to execute all documentation necessary to acquire said property and easements.

SUMMARY:

In late 2013, the CCWD Board of Directors directed the General Manager and staff to pursue negotiations with the current owner of the old Cataract Mine cement slurry pipeline, including any appurtenant facilities and easements. CCWD has specifically been pursuing the pipeline and right-of-way for the purpose of developing water resource projects along the alignment, with some consideration being given to using the existing pipeline for conveyance. In Water Rights Order 97-05, the State Water Resources Control Board (SWRCB) authorized CCWD to divert up to 1,000 acre-feet of water per year from the North Fork Stanislaus River through the cement slurry line under a number of SWRCB "companion" water right permits for the use within the area serviceable from the cement slurry pipeline. It was anticipated that the use of this water would be made to meet a portion of the water supply needs in this area of the County.

Staff has since worked with Lehigh-Hanson Cement, the current owner of the cement slurry pipeline and easements, to negotiate price, assemble the necessary background documentation for transfer of easements, and also to develop the attached purchase and sale agreement. Staff continues to research one remaining easement along the slurry line in order to obtain the necessary recording information; anticipated to be complete by the end of the month. The purchase and sale agreement was developed by CCWD legal counsel, and Lehigh Hanson has subsequently reviewed the purchase and sale agreement. Lehigh Hanson has received all the necessary approvals for relinquishing the asset and have relayed that they are ready to proceed. Staff is requesting Board approval of the agreement, and authorizing the General Manger to execute all necessary documentation to acquire the property and easements.

FINANCIAL CONSIDERATIONS:

The negotiated price for the pipelines and easements is \$9,600, which has been budgeted in the Department 60 Water Resources Program Budget for Fiscal Year 2017/18

Attachments: Resolution Approving the Purchase of the Cataract Mine Cement Slurry Pipeline and Facilities
Purchase and Sale Agreement of the Cement Slurry Line and Easements

RESOLUTION NO. 2017-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALAVERAS COUNTY WATER DISTRICT
APPROVING PURCHASE
OF THE CATARACT MINE CEMENT SLURRY PIPELINE FACILITIES, APPURTANENCES,
AND EASEMENTS**

WHEREAS, pursuant to California Water Code Section 31041 the Calaveras County Water District (CCWD) may hold and dispose of real property; and

WHEREAS, the Calaveras County Water District has water rights on file with the California State Water Resources Control Board for the of diversion of water to serve areas adjacent to and surrounding the Cataract Mine Cement Slurry Pipeline in Calaveras County; and

WHEREAS, the District has further concluded that it must exercise due diligence in the pursuit of the development of the water supplies of these portions of the county; and

WHEREAS, the District's Board of Directors directed the General Manager to negotiate with the owner and seller for the purchase of the Cataract Mine Cement Slurry Pipeline and the respective easements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the purchase of the Cataract Mine Cement Slurry Pipeline and easements for the negotiated price of \$9,600.00 for the property in its current condition, pursuant to the approved purchase and sale agreement with Lehigh Southwest Cement Company, funding to come from Water Resources Fund 101-60-60310.

BE IT FURTHER RESOLVED that the District's General Manager is hereby authorized to execute all pertinent documents related to the purchase of Cataract Mine Cement Slurry Pipeline and easements, and the subsequent recording of the transfer of those easements with the Calaveras County Recorder's Office.

PASSED AND ADOPTED this 23rd day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Mona Walker
Clerk to the Board

AGREEMENT FOR PURCHASE AND SALE OF EASEMENTS

This Agreement for Purchase and Sale of Easements ("**Agreement**"), made this _____ day of _____, 2017 (the "**Effective Date**"), is entered into by and between **LEHIGH SOUTHWEST CEMENT COMPANY**, a California corporation ("**Seller**"), and **CALAVERAS COUNTY WATER DISTRICT**, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.) ("**Buyer**").

RECITALS

A. Seller is the current grantee under certain non-exclusive easements and rights of way (collectively the "**Easements**"), recorded in the Official Records of Calaveras County ("**County**"), California as further described in **Exhibit A** attached hereto and incorporated herein, for the construction, maintenance, and use of one or more pipelines on, over and through designated portions of the subject real properties described therein and on **Exhibit A** (the "**Easement Properties**").

B. Buyer desires to acquire the Easements for the purpose of using such pipeline for the transport of water across the Easement Properties.

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Easements and all permits and consents which pertain to the Easements (collectively the "**Associated Permits and Consents**") and all pipe, pipe contents, valves, cathodic protection devices, and other improvements and equipment comprising and/or used in the operation of the existing pipeline (collectively the "**Pipeline Personal Property**"), pursuant to the terms and conditions contained in this Agreement. The Easements, Associated Permits and Consents, and Pipeline Personal Property are collectively referred to in this Agreement as the "**Property**".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

AGREEMENT

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property subject to the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price ("**Purchase Price**") for the Property shall be Nine Thousand Six Hundred and No/100ths Dollars (\$9,600.00), payable as follows:

(a) Deposit. Upon the opening of Escrow, Buyer shall deposit, or cause to be deposited with Escrow Holder, in cash or certified or bank cashier's check made payable to Escrow Holder, the sum of One Thousand and No/100ths Dollars (\$1,000.00) (the "**Deposit**"). The Deposit shall be invested by Escrow Holder (defined below) in an interest-bearing account selected by Buyer with all interest accruing thereon paid to Buyer upon demand or, at Buyer's election, credited to the Purchase Price upon the Close of Escrow (as hereinafter defined in Section 3(b) below). In the event Buyer fails to deposit the Deposit with Escrow Holder, this Agreement shall automatically terminate, without the need for further notice or instruction, and neither party shall have any further rights or obligations hereunder. Should Buyer timely elect to terminate this Escrow pursuant to the provisions of this Agreement, the Deposit plus any accrued interest thereon shall be returned by Escrow Holder to Buyer without the need for further instructions to do so, this Agreement and the Escrow created pursuant hereto shall be deemed terminated and neither party shall have any further rights or obligations hereunder.

(b) Independent Consideration. As independent consideration for Seller to enter into this Agreement, within three (3) business days after the Effective Date, Buyer shall pay Seller through escrow the sum of One Hundred and No/100ths Dollars (\$100.00), which amount shall be deemed non-refundable and immediately earned by Seller, but will be applied to the Purchase Price if Close of Escrow occurs.

(c) Balance of the Purchase Price. At least one (1) business day prior to the Close of Escrow, provided Buyer has not elected to terminate this Agreement and the Escrow created pursuant hereto, Buyer shall deposit or cause to be deposited with Escrow Holder, in the form of cash, a certified or bank cashier's check, or a confirmed wire transfer of funds, the balance of the Purchase Price plus such additional funds, if any, as may be required to pay Buyer's share of prorations and closing costs as hereinafter set forth.

3. Escrow.

(a) Opening of Escrow. Buyer shall open an escrow account ("**Escrow**") with Capitol City Escrow, Inc., at its office located at 3838 Watt Avenue, Sacramento, CA 95821, (Attention: Donna Grady) ("**Escrow Holder**"). For the purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller. Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Scheduled Closing Date (as defined in Section 3(b) below). Buyer and Seller agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such instructions and this Agreement,

this Agreement shall control. This Agreement shall constitute the initial instructions to Escrow Holder.

(b) Close of Escrow. For purposes of this Agreement, “**Close of Escrow**” shall be defined as the date that the Assignment of Easements (as defined in Section 4(a) below) is recorded in the Official Records of the County. The Close of Escrow shall occur on or before the thirtieth (30th) calendar day following the Seller’s receipt of Buyer’s Diligence Approval Notice as provided in Section 5(a)(ii) below unless extended by mutual written agreement of Buyer and Seller. If Close of Escrow does not occur because a default hereunder, the defaulting party shall bear all Escrow cancellation charges.

4. Condition of Title.

(a) Approved Condition of Title. It shall be a condition to the Close of Escrow that title to the Easements be conveyed to Buyer by Seller by one or more agreements providing for the assignment and assumption of the Easements, which shall be in the form attached hereto as **Exhibit B** (the “**Assignment of Easements**”), subject only to title matters and encumbrances of record approved and/or accepted by Buyer as provided in Section 5(a)(iii) (collectively, the “**Approved Condition of Title**”).

5. Conditions to Close of Escrow.

(a) Conditions to Buyer’s Obligations. The Close of Escrow and Buyer’s obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Buyer’s waiver thereof) which are for Buyer’s sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Seller’s Obligations. As of the Close of Escrow, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.

(ii) Due Diligence. On or within forty-five (45) calendar days after the Effective Date of this Agreement (the “**Review Period**”), Buyer shall have unconditionally approved in writing to Seller (the “**Diligence Approval Notice**”), in Buyer’s sole discretion, the Property, including without limitation, their condition of title. The failure of Buyer to send a Diligence Approval Notice prior to the expiration of the Review Period shall be deemed to be Buyer’s disapproval of the Easements, in which event this Agreement shall terminate and neither party shall have any further obligations hereunder.

(iii) Seller's Representations. As of the Close of Escrow, all representations and warranties made by Seller to Buyer in this Agreement shall be true and correct in all material respects.

(b) Conditions to Seller's Obligations. The Close of Escrow and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) Buyer's Obligations. As of the Close of Escrow, Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer.

(ii) Buyer's Representations. As of the Close of Escrow, all representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow in all material respects.

(c) Failure of Condition to Close of Escrow. In the event any of the conditions set forth in Section 5(a) or 5(b) are not timely satisfied or waived by the appropriate benefited party, for a reason other than the default of the other party, this Agreement shall terminate, and except as otherwise provided herein, all monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, and, except as otherwise provided herein, the parties shall have no further obligations hereunder.

6. Deposits By Seller. Unless otherwise provided in this Section, at least one (1) business day prior to the Close of Escrow, Seller shall deposit with Escrow Holder the following documents:

(a) Assignment of Easements. Two originals of the Assignment of Easements, duly executed and acknowledged by Seller, conveying the Easements to Buyer.

(b) Bill of Sale. A bill of sale ("**Bill of Sale**"), the form of which is attached hereto as **Exhibit C**, duly executed by Seller and conveying all of Seller's right, title and interest in and to any and all Pipeline Personal Property described in Recital C hereinabove.

(c) General Assignment. A general assignment ("**General Assignment**"), the form of which is attached hereto as **Exhibit D**, duly executed by Seller and pursuant to which Seller assigns to Buyer all of Seller's right, title and interest in and to the Associated Permits and Consents and to any and all warranties, guaranties, licenses, permits, plans, maps and other documents and instruments pertaining to the

Easements or the Pipeline Personal Property, to the fullest extent that such assignment is permitted by law.

(d) A Certificate of Nonforeign Status in the form of **Exhibit E** attached hereto.

7. Deposits By Buyer. At least one (1) business day prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder.

(a) Funds. The balance of the Purchase Price and all other funds required to be paid by Buyer under this Agreement.

(b) Assignment of Easements. Two originals of the Assignment of Easements, duly executed and acknowledged by Buyer, conveying the Easements to Buyer.

8. Costs and Expenses. Buyer shall pay all costs of any and all escrow, and recording fees and any County documentary taxes. Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively.

9. Prorations. Any real property taxes associated with or arising from the Easements, if any, shall be prorated as of 11:59 p.m. on the day prior to the Close of Escrow between the parties based upon the latest available information.

(a) Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

10. Seller's Representations and Warranties. In consideration of the Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy, in all material respects, of which shall constitute a condition precedent to Buyer's obligation hereunder):

(a) Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(b) Actions. All requisite corporate action has been taken by Seller in connection with the entering into this Agreement, the instruments referenced herein, and

the consummation of the transaction contemplated hereby. No consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required.

(c) Signatory. The individual executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

11. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (and the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligation hereunder):

(a) Buyer's Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(b) Actions. All requisite internal governmental actions have been taken by Buyer in connection with the entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required.

(c) Signatory. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

12. Condition of the Property. Buyer shall acquire the Property "AS IS, WHERE IS, AND WITH ALL FAULTS," without any covenant, representation or warranty of any kind or nature whatsoever, express or implied. Buyer represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and acknowledges that it is relying solely on Buyer's own investigation of the Property in making its decision whether to purchase the Property. Seller makes no covenants, representations or warranties, express or implied, of any kind or nature whatsoever with respect to the Property. Buyer acknowledges that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property. Buyer expressly assumes all risks of any defects, deficiencies, flaws or other matters relating to the Property, and Buyer agrees that Seller shall have no liability whatsoever for any such defects, deficiencies, flaws or other matters. Buyer hereby expressly, fully, forever and irrevocably waives and releases all claims, demands, liabilities, losses and causes of action against Seller that in any way (directly or indirectly) arise out of, result from or relate to the Property and any defects,

deficiencies, flaws and other matters relating to the Property, except only for such express representations and warranties made by Seller in Section 5(a)(iii) hereof. Buyer intends the foregoing release to be a general release that covers all such claims, demands, liabilities, losses and causes of action, whether known or unknown or suspected or unsuspected relating to the Property (including, without limitation, those matters described above in this Section 12). Buyer expressly waives the protection of Section 1542 of the California Civil Code, and expressly waives and releases any rights or benefits arising thereunder. Section 1542 of the California Civil Code states:

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 debtor.

13. Damage Or Condemnation Prior To Closing. Seller shall promptly notify Buyer of any casualty to the Easements or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Easements, Buyer may, at its option, elect either to (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer which are held by Escrow Holder or have been released from Escrow shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event, upon the Close of Escrow, Buyer shall be entitled to any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings.

14. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of posting by the United States Post Office, or (iii) if given by electronic facsimile or electronic mail, when received by the other party.

TO SELLER:

Calaveras County Water District
120 Toma Court
Post Office Box 846
San Andreas, California 95249
Attention: General Manager
Facsimile: (209) 754-1069
Email: _____

TO BUYER: Lehigh Southwest Cement Company
3000 Executive Parkway, Suite 240
San Ramon, California 94583
Attention: Region Counsel
Facsimile: (925) 244-6586
Email: _____

TO ESCROW HOLDER: Capitol City Escrow, Inc.
3838 Watt Ave., Suite F610
Sacramento, CA 95821
Attention: Donna Grady
Facsimile: (916) 484-4959
Email: _____

Notice of change of address shall be given by written notice in the manner described in this Section.

15. Default by Buyer. UPON EXPIRATION OF THE REVIEW PERIOD AND BUYER'S DELIVERY OF THE DILIGENCE APPROVAL NOTICE, IF BUYER COMMITS A MATERIAL DEFAULT UNDER ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND FAILS TO PURCHASE THE PROPERTY WHEN IT IS OBLIGATED TO DO SO UNDER THE TERMS OF THIS AGREEMENT THEN, IN ANY SUCH EVENT THE ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN THE CASE OF BUYER'S DEFAULT, THAT THE DEPOSIT PAID BY BUYER ("LIQUIDATED DAMAGES") IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN SUCH EVENT, AND THAT IN THE EVENT OF A DEFAULT BY BUYER AS AFORESAID, THE ESCROW HOLDER, UPON INSTRUCTION TO DO SO, SHALL DISBURSE THE DEPOSIT TO SELLER AND SHALL CANCEL THE ESCROW CREATED PURSUANT HERETO, IN WHICH EVENT SELLER SHALL BE RELIEVED FROM ALL LIABILITY HEREUNDER. RECEIPT OF SAID LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY BUYER AS AFORESAID, IN LIEU OF ANY OTHER RELIEF, RIGHT OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, SELLER HEREBY WAIVES ANY AND ALL RIGHTS WHICH SELLER OTHERWISE WOULD HAVE HAD UNDER CIVIL CODE SECTIONS 1680 OR 3389 TO SPECIFICALLY ENFORCE THIS AGREEMENT. THE ESCROW HOLDER IS HEREBY RELEASED FROM ANY AND ALL LIABILITY WITH REGARD THERETO. SELLER AND

BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

Buyer's Initials

16. Miscellaneous.

(a) Calculation of Time. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of California, in which event the period shall run until the end of the next day which is neither Saturday, Sunday or legal holiday.

(b) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

(c) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(d) Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive any investigation of the parties, the recordation of the Assignment and Assumption Agreement and the Close of Escrow, and each party hereby indemnifies, agrees to defend and holds the other free and harmless from any loss, cost, expense, claim, liability or damage arising out of any such covenant, representation or warranty claimed or proven to be false or inaccurate.

(e) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(f) Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing

party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment. For the purpose of this Agreement, the terms "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photostating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" or "attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred. The term "attorney" shall have the same meaning as the term "counsel."

(g) Entire Agreement. This Agreement (including the preamble, Recitals and all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto or their respective successors or assigns. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

(h) Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(i) Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts accomplish the Close of Escrow in accordance with the provisions hereof.

(j) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(k) Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(l) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A signed copy of this Assignment delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BUYER:

CALAVERAS COUNTY WATER DISTRICT, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.)

By: _____

Name: _____

Its: _____

SELLER:

LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation

By: _____

Name: _____

Its: _____

EXHIBIT A

Description of Easements

D R A F T SLURRY PIPELINE RIGHT OF WAY

R/W No.	MP no.	Original Grantor	Current Land Owner(s)	R/W Area	APN	Calaveras County Recordation Information
0	12.4 - 13.1 13.4 - 17.0	The Flintkote Company	McLaughlin, Gene & Sharon		038-016-004 038-016-042 044-008-019 044-016-011 044-017-003 044-017-014 044-017-016 044-018-004 044-019-002	See reservation of easement in deed 88006484 Recorded 5/24/1988, Bk 864, pg 71
1A	13.3	Greenlaw, Louise		.04ac	038-017-004	Recorded 12/12/1969, Bk 289, pg 236
1	11.9-12.4	Kort, Douglas M. et ux	Freer Charles D. Jr. and Shirley Kort Douglas M. and Junella M Tr Frost Kathy and Ernest	1.00ac	038-016-025 038-016-026 038-016-028	Recorded 8/12/1968, Bk264, Pg44
2	11.8 - 11.9	Kuhl, Charles A. et ux	Boylan Charnette M.	.30ac	038-016-009	Recorded 8/12/1968, Bk264, Pg47
3	11.7 - 11.8	McKim, Arlene	Byrd Robert Carel & Diana Shirley Trustee	.30ac	038-016-010	Recorded 7/26/1968, Bk262, Pg61
4	11.4 - 11.7	Gomes, Woodrow L.	Butzler Caprice et al Ellington R & Beatrice J Peek 1981 Rev Trust Tru	.58ac	056-011-039 056-011-040	Recorded 9/24/1968, Bk267, Pg490
5	10.2 - 11.4	Roberts, Orvis F. et al	Wiebe Karl E Wiebe Jolee et al Wiebe Dennis R & Margaret Trustee Wiebe Dennis R Trustee et al	2.90ac	056-001-034 056-001-037 056-001-045 056-001-046	Recorded 7/26/1968, Bk262, Pg52; 9/24/1968, Bk267, PG 493
6	9.4 - 10.2	Ponte, Grace L. et al	Stephens Russell P & Janie E Trustee et al	1.84ac	056-001-003 056-001-019 056-001-022	Recorded 8/12/1968, Bk264, Pg38

D R A F T SLURRY PIPELINE RIGHT OF WAY

R/W No.	MP no.	Original Grantor	Current Land Owner(s)	R/W Area	APN	Calaveras County Recordation Information
7	7.4 - 9.4	Valente, Walter V. et ux	Nyland Anita Valente Trustee	4.86ac	056-001-014 056-001-017 056-001-018 056-003-006	Recorded 8/27/1968, Bk265, Pg216
8	6.9 - 7.4	Carley, Joseph D. et ux	Betram John Carley Trustee et al	1.31ac	056-003-008	Recorded 7/26/1968, Bk265, Pg216
9	5.4 - 6.9	Christmas Tree Land Company	Stephens Richard T & Donna S Cotr Stephens Richard T & Donna S Cotr Waters James G Jr. Stephens Richard T & Donna S Cotr	3.70ac	056-003-012 056-003-026 056-003-062 057-003-010	Recorded 7/26/1968, Bk262, Pg43
10	6	Pacific Gas & Electric	Utica Power Authority	.003ac	057-003-011	See PG&E agreement and easement docs Recorded 2/24/1970, Bk 292, pg 440
11	5.3 - 5.4	Tursick, Lovena et vir	Spanne Sabrina J Trustee Stites Arno	.29ac	056-006-008 056-006-009	Recorded 7/26/1968, Bk262, Pg70
12	5.3	Brown, William A. et ux	Pederson Barr & Jennifer Trustees	.07ac	056-006-002	Recorded 7/26/1968, Bk262, Pg64
13	5.3	Montanez, Roman et ux	Thomson Brett D & Gretchen Stroscher Tr	.04ac	056-006-005	Recorded 8/27/1968, Bk265, Pg226
14	5.3	Ainsworth, Roy W. et ux	Thomson Brett D & Gretchen Stroscher Tr	.03ac.	056-006-007	Recorded 7/26/1968, Bk262, Pg73
15	5.3	Haines, Vilda Wyatt Johnson, Robert W. et ux	Garcia, Antonia et ux	.03ac.	057-004-012	Recorded 8/12/1968, Bk264, Pg50
16	5.2	Maxwell, Eula M.	Peters William C & Sharon J Trustee	.06ac.	057-004-014	Recorded 7/26/1968, Bk262, Pg67
17	5.1 - 5.2	The Flintkote Company (Purchased in fee from Ivan J. Dill et ux)	Thomson Brett D & Gretchen Stroscher Tr	.18ac.	057-004-016	*Being Researched
18	4.9 - 5.1	Lee, Inez A.	Thomson Brett D & Gretchen Stroscher Tr	.33ac.	057-006-002	Recorded 8/12/1968, Bk264, Pg53
20	4.6 - 4.9	Lee, Wade B. et ux	Thomson Brett D & Gretchen Stroscher Tr	.77ac.	057-006-005 057-005-010	Recorded 8/12/1968, Bk264, Pg57

D R A F T SLURRY PIPELINE RIGHT OF WAY

R/W No.	MP no.	Original Grantor	Current Land Owner(s)	RW Area	APN	Calaveras County Recordation Information
21	4.6	Hammel, Elias M. et al	Thomson Brett D & Gretchen Stroscher Tr	.08ac.	057-006-014	Recorded 9/16/1968, Bk266, Pg582
22	4.2 - 4.6	Bureau of Land Management	US Bureau of Land Management Kautz John H & Gail E US Bureau of Land Management	.90ac.	057-006-012 066-010-014 066-023-005	Recorded 12/22/1969, Bk289, Pg603
23	3.3 - 4.2	Kramer, Bauer E.	Kautz John H & Gail E	2.17ac.	066-010-004 066-010-005 066-022-001	Recorded 8/9/1968, Bk263, Pg586
24	3.2 - 3.3	Thomas, Daisy et al	Kautz John H & Gail E	.30ac.	066-010-011	Recorded 7/26/1968, Bk262, Pg57
25/26	2.7 - 2.8 2.9 - 3.2	Riedel, William B. et al	Reidel William J Trustee	.95ac.	066-007-002 066-022-004 066-010-022	Recorded 10/23/1968, Bk269, Pg688
27	2.8 - 2.9	Tryon, George C. et ux	Tryon Leona K Life Estate et al	.25ac.	066-022-005	Recorded 8/27/1968, Bk265, Pg223
28	2.7	Grimmenstein, Edith Mae et al	Elliott Kathryn A	.05ac.	066-008-003	Recorded 8/9/1968, Bk263, Pg592
29	2.7	Soares, Mat B.	Darby R Earle & Elda L Trustee	.07ac.	066-008-044	Recorded 9/16/1968, Bk266, Pg579
30	2.6 - 2.7	Grimmenstein, Edith Mae et al	Hensley Jeremy Todd & Jennifer Sampou	.25ac.	066-008-046	Recorded 8/9/1968, Bk263, Pg595
32	2.4 - 2.6	McCarty, Winifred M. et al	Ford Construction Company Inc. Walker Jeff Wherry & Ariana Fort	.44ac.	066-008-006 066-022-091	Recorded 8/12/1968, Bk264, Pg61
33	1.4 - 2.4	Segale, Paul W. et al	D W August Co. et al	2.33ac.	066-022-077	Recorded 10/2/1968, Bk268, Pg226 & 8/12/1968, Bk264, Pg70
34	1.0 - 1.4	Metzler, Henry L. et ux	Metzler Henry L & Marilyn T CO Trustees	.93ac.	068-002-001	Recorded 8/27/1968, Bk265, Pg229 & 8/12/1968, Bk264, Pg65
35	0.6 - 1.0	Malspina, Barbara et al	Nielson Louie C & Barbara J Trustee et al	.90ac.	068-002-005	Recorded 9/4/1968, Pg267, Pg498

D R A F T WATER PIPELINE RIGHT OF WAY

R/W No.	MP no.	Original Grantor	Current Land Owner(s)	RW Area	APN	Calaveras County Recordation Information
1	0.00 - 0.42	Tanner, Norman A. et al	Vista Del Oro LLC Comton Kevin R & Gayla J Trustees	1.00ac	068-001-113 068-010-120	Recorded 8/28/1968, Bk265, Pg250
2	0.42 - 0.62	Richmond, Evelyn A.	Comton Kevin R & Gayla J Trustees	.48ac	068-010-120	Recorded 9/16/1968, Bk266, Pg589
3	0.62 - 0.65	Richmond, Thomas A.	Armstrong Anthony M	.08ac	068-010-024	Recorded 9/16/1968, Bk266, Pg592
4	0.62 - 8.84	Huberty, George A. Trustee	DEV Land Inc	.23ac	068-034-002	Recorded 9/14/1968, Bk266, Pg576 Big Valley Sub 2, Lot 105; 10 foot wide r/w
5	0.84 - 0.93	Nelson, Lawrence R. et al	Mooschekian J Terrence Trustee et al	.10ac	068-034-009	Recorded 9/16/1968, Bk266, Pg586; Barbara 8/12/1968, Bk264, Pg61 Big Valley Sub 2 Lot 107; 10 foot wide r/w
6	0.93 - 1.05	Murphys Investment	Harris Dennis T Trustee et al	.15ac	068-040-001	Recorded 10/2/1968, Bk268, Pg236 Murphys Ranch Sub 3, Lot 4; 10 foot wide r/w
7	1.05 - 1.68	Table Mountain, Inc	Stewart Janet A et al Pulis Derrell R & Nancy L CO Trustees Ronald S & Leanne F Aschwanden Ronald S & Leanne F Smith Richard D & Virginia Indian Rock Vineyards LLC	.76ac	068-033-063 068-003-071 068-003-093 068-003-094 068-003-095 068-060-006	Recorded 10/2/1968, Bk2685, Pg240 10 foot r/w
8	1.68 - 1.93	Metzler, Henry L. et ux	Snowden Ranae Reagan Robert G & Joanna Trustees et al	.30ac	068-003-079 068-003-080	Recorded 9/28/1968, Bk265, Pg253
9	1.93 - 1.99	Segale, Paul W et al	D W August CO et al	.14ac	066-022-077	Recorded 10/21/1968, Bk268, Pg230

EXHIBIT B

Assignment of Easements

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Matthew J. Weber, Esq.
Downey Brand LLP
3425 Brookside Road, Suite A
Stockton, CA 95219

(Space above this line for Recorder's use)

ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS (this "**Assignment**") dated as of _____, 2017 (the "**Effective Date**"), is executed by and between LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation ("**Assignor**"), and CALAVERAS COUNTY WATER DISTRICT, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.) ("**Assignee**").

RECITALS

A. Assignor is the current grantee under those certain nonexclusive easements and rights of way (the "**Easements**"), recorded in the Official Records of Calaveras County, California as further described on **Exhibit A**, attached hereto and incorporated herein, pursuant to which the grantee thereunder may construct, maintain, use and operate one or more pipelines on, over and through a portion of the subject real property located in Calaveras County, California described therein (the "**Easement Properties**").

B. Assignor and Assignee have entered into that certain Agreement for Purchase and Sale of Easements ("**Purchase and Sale Agreement**"), dated as of _____, 2017, providing for sale and transfer of all of Assignor's right, title and interest in and to the Easements to Assignee on the terms and conditions set forth in the Purchase and Sale Agreement and this Assignment.

C. This Assignment is executed to effectuate the transfer to Assignee of all of Assignor's rights, title and interest in and to the Easements pursuant to the provisions of the Purchase and Sale Agreement and this Assignment.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Easements. Assignor hereby sells, assigns, conveys and transfers to Assignee on and as of the Effective Date, (a) all of Assignor's rights, title, interests, privileges and benefits as the grantee under the Easements, and (b) all of Assignor's rights, title, interests, privileges and benefits in and to the Easement Property.

2. Acceptance and Assumption. Assignee hereby accepts Assignor's assignment and, in addition, does hereby covenant and agree to faithfully observe, assume, keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be observed, performed and fulfilled by the grantee under the applicable Easement accruing from and after the Effective Date.

3. The Easements are being conveyed by Assignor to Assignee subject to (a) all liens, encumbrances, easements, covenants, conditions and restrictions of record; (b) all matters which would be revealed or disclosed by an accurate survey or physical inspection of the Easements; and (c) a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Easements; and (d) ordinances and regulations and any other laws and restrictions regulating the use or enjoyment of the Easements.

4. Covenants of Further Assurances. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The words "Assignor" and "Assignee," wherever used herein, shall include the persons and entities named herein and their respective successors or assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The signature page and acknowledgment of any counterpart may be removed therefrom and attached to any other counterpart to evidence execution thereof by all of the parties hereto without affecting the validity thereof.

7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

8. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation

CALAVERAS COUNTY WATER DISTRICT, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ALL-PURPOSE 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 _____)

On _____, before me, _____, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
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 Above

Signature: _____

ALL-PURPOSE 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 _____)

On _____, before me, _____, Notary Public,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared _____
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 Above

Signature: _____

Exhibit A
(To “Assignment of Easements” of Exhibit B)
RECORDING INFORMATION FOR EASEMENTS
(See Attachment)

INFORMATION NOT ATTACHED – BEING DEVELOPED

EXHIBIT C

Bill of Sale

BILL OF SALE

Pursuant to that certain Agreement for Purchase and Sale of Easements (“**Agreement**”) dated as of _____, 2017, by and between LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation (“**Seller**”), and CALAVERAS COUNTY WATER DISTRICT, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.) (“**Buyer**”), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver unto Buyer, all of Seller’s rights, title and interest in and to the pipe, pipe contents, valves, cathodic protection devices and other improvements and equipment and other personal property of every kind and character (“**Pipeline Personal Property**”) owned by Seller, attached to, appurtenant to, located in, or used in connection with the operation of the pipeline situated on, in or under the Easements described in the Agreement.

Buyer is expressly purchasing the Pipeline Personal Property in its existing condition “AS-IS, WHERE-IS, AND WITH ALL FAULTS” with respect to all facts, circumstances, conditions and defects, and, Seller has no obligation to determine or correct any such facts, circumstances, conditions or defects or to compensation Buyer for same. Seller makes no warranty of any kind or nature whatsoever, express or implied, and all warranties of merchantability, fitness for a particular purpose and other warranties of whatever kind are hereby disclaimed by Seller and excluded.

Seller hereby further covenants that it will, at any time and from time to time upon written request therefor, execute and deliver to Buyer, its successors, nominees or assigns, such documents as it or they may reasonably request in order to fully assign and transfer to and vest in Buyer or its successors, nominees and assigns, and protect its or their right, title and interest in all of the Pipeline Personal Property and rights of Seller intended to be transferred and assigned hereby, or to enable Buyer, its successors, nominees and assigns to realize upon or otherwise enjoy such rights and property.

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Buyer and Seller.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale this ____ day of _____, 2017.

SELLER:

LEHIGH SOUTHWEST CEMENT
COMPANY, a California corporation

By: _____

Its: _____

Date: _____

EXHIBIT D
General Assignment

GENERAL ASSIGNMENT

This General Assignment (“**Assignment**”) is entered as of _____, 2017, between LEHIGH SOUTHWEST CEMENT COMPANY, a California corporation (“**Assignor**”) and CALAVERAS COUNTY WATER DISTRICT, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.) (“**Assignee**”).

Recitals

A. Assignor and Assignee have entered into that certain Agreement for Purchase and Sale of Easements (the “**Agreement**”) dated _____, 2017, providing for the purchase by Assignee from Assignor of the Easements and Pipeline Personal Property as described in the Agreement.

B. Pursuant to the Agreement, Assignor has agreed to assign to Assignee all of Assignor’s rights in all permits and consents and to any all warranties, guaranties, licenses, plans, maps and other documents and instruments pertaining to the Easements or the Pipeline Personal Property described in the Agreement (collectively, the “**Assigned Items**”).

C. This Assignment is executed to effectuate the transfer to Assignee of all of Assignor’s rights, title and interest in and to the Assigned Items pursuant to the provisions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor assigns all of Assignor’s right, title and interest (to the extent assignable) in:

(a) all warranties and guaranties made by or received from any third party and known to Assignor in connection with any portion of the Pipeline Personal Property, including, but not limited to any fixture, machinery, equipment, or material situated on or contained in any Pipeline Personal Property or comprising a part of the Pipeline Personal Property, (collectively, the “**Warranties and Guaranties**”); and

(b) all governmental consents, permits or licenses, agreements, utility contracts, service contracts, maintenance contracts, operating contracts, and all other documents and instruments pertaining to the Easements or the Pipeline Personal Property, and all plans, maps, or other intangible property now or in the future owned by Assignor in connection with the Pipeline Personal Property or any improvements or personal property located on the Easements or other rights relating to the ownership, use or operation of the Pipeline Personal Property (collectively, the “**Assigned Agreements**”) provided that copies of any contracts to be assigned to and assumed by Assignee under this Assignment shall first be provided to Assignee at least 10 days

prior to the Close of Escrow under the Agreement and Assignee shall have approved or disapproved the assignment thereof prior to the Close of Escrow. Those contracts approved by Assignee as provided above to be assigned under this Assignment shall listed on Schedule A attached to this Assignment and be referred to as the "Assumed Contracts"

2. Assumption. Assignee hereby expressly assumes the "Assumed Contracts" and agrees to perform any and all of the obligations and liabilities of Assignor under each of the Assumed Contracts.

3. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that Assignor has the right, power and authority to assign and delegate to Assignee its rights, title, interest and obligations in, to and under the Warranties and Guaranties and the Assigned Agreements.

4. Covenants of Further Assurances. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. A signed copy of this Assignment delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment

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

ASSIGNOR:

LEHIGH SOUTHWEST CEMENT
COMPANY,
a California corporation

By: _____

Its: _____

Date: _____

ASSIGNEE:

CALAVERAS COUNTY WATER
DISTRICT, a county water district formed
and existing under County Water District
Law (Cal. Water Code § 30000, et seq.)

By: _____

Its: _____

Date: _____

EXHIBIT E

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by LEHIGH SOUTHWEST CEMENT COMPANY (“Seller”), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller’s U.S. employer identification number is _____; and
3. Seller’s office address is 3000 Executive Pkwy., Suite 240, San Ramon, CA 94583.

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Dated: _____, 20__.


LEHIGH SOUTHWEST CEMENT
COMPANY

By: _____

Its: _____

Agenda Item

DATE: August 23, 2017

TO: Dave Eggerton, General Manager 

FROM: Joel Metzger, Manager of External Affairs, Conservation and Grants

RE: Discussion / Action Regarding Amending the FY 2017-18 CIP Budget to include the Ebbetts Pass Redwood Tanks Replacement Project for Pursuit of Cal OES Grant Funding

RECOMMENDED ACTION:

Motion: _____ / _____ approving Resolution No. 2017- _____ Amending the FY 2017-18 CIP Budget to include the Ebbetts Pass Redwood Tanks Replacement Project.

SUMMARY:

In June 2017, Calaveras County Water District staff submitted a Notice of Interest (NOI) to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP). This NOI sought funding to replace five redwood tanks in the Ebbetts Pass service area, which includes the following tanks:

- Heather Drive, serving Forest Meadows (500,000 gal.)
- Valley View Drive, serving Timber Trails in Avery (60,000 gal.)
- Big Trees 4 and 5, on Bigfoot Circle serving Camp Connell (100,000 gal. each)
- Big Trees 8, near Hwy. 4 across from Meko Drive serving Camp Connell (100,000 gal.)

The NOI estimates the project will cost \$3.2 million, of which \$2.4 million (75%) would be federal grant funds from Cal OES, and the required 25% local match of \$800,000 would come from the District's Water Capital Renovation and Replacement Fund (Capital R&R).

On July 28, 2017, Cal OES notified CCWD that its Ebbetts Pass Redwood Tank Replacement Project NOI was an eligible HMGP activity and invited the District to submit a full grant application. A primary component of completing the full grant application is conducting an environmental analysis of the project areas, including biological and cultural resources studies, which staff estimates will cost \$30,000. The submittal deadline for the full grant application is November 1, 2017. If CCWD's full grant application is approved, the project must be completed by February 14, 2020.

Although the adopted FY 2017-18 Capital Improvement Program (CIP) Budget does not include funding for the Ebbetts Pass Redwood Tanks Replacement Project, potential grant funds made available through the Cal OES HMGP would allow the District to leverage Water Capital R&R funds.

Because redwood tanks are vulnerable to wildfire, their replacement is listed as a high priority in the Districts Local Hazard Mitigation Plan (LHMP). The installation of fire-resistant steel tanks will help safeguard these facilities from wildfire and protect vital water supplies for thousands of residential customers, who have no other potable water source.

If the full grant application is approved, the District will need to allocate \$800,000 in matching funds from the Water Capital R&R fund, which is likely to reprioritize other projects currently listed on the five-year Capital R&R project list.

FINANCIAL CONSIDERATIONS:

The environmental studies for the Ebbetts Pass Redwood Tanks Project are estimated to cost \$30,000. The amended CIP budget will include an additional \$30,000 from the Water Capital R&R funds (Fund 125), increasing the CIP budget from \$10,767,000 to \$10,797,000.

Attachments: Resolution 2017-____ Amending the FY 2017-18 CIP Budget to include the Ebbetts Pass Redwood Tanks Replacement Project.
Budget Adjustment 18-01

RESOLUTION NO. 2017-

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CALAVERAS COUNTY WATER DISTRICT**

**AMENDING THE FY 2017-18 CIP BUDGET TO INCLUDE THE
EBBETTS PASS REDWOOD TANKS REPLACEMENT PROJECT**

WHEREAS, the Board of Directors of the Calaveras County Water District (CCWD) adopted Resolution 2017-29 on June 23, 2017 approving the Fiscal Year 2017-18 Capital Improvement Program Budget; and

WHEREAS, CCWD submitted a Notice of Interest (NOI) to the California Office of Emergency Services (Cal OES) Hazard Mitigation Grant Program (HMGP) in June 2017 seeking funding to replace five redwood tanks in the Ebbetts Pass service area. On July 28, 2017, Cal OES determined the District's NOI was an eligible HMGP activity and invited the District to submit a full grant application; and

WHEREAS, the grant application requires environmental analysis of the project area, including biological and cultural resources studies estimated at \$30,000; and

WHEREAS, funding is available in the Water Capital Renovation and Replacement Fund (Fund 125) for environmental work for the Ebbetts Pass Redwood Tanks Replacement Project; and

WHEREAS, the CCWD Board of Directors does hereby find that it is in the best interest of the Calaveras County Water District to amend the adopted FY 2017-18 CIP Budget accordingly.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT adopts an amendment to the Fiscal Year 2017-18 Capital Improvement Program (CIP) Budget as set forth in Budget Adjustment 18-01, attached hereto and made a part hereof, and authorizes the Director of Administrative Services to record the appropriate accounting entries.

/

/

/

PASSED AND ADOPTED this 23rd day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

ATTEST:

Mona Walker
Clerk to the Board

Calaveras County Water District
 Fiscal Year 2017-18
 Budget Adjustment - Number 18-01


From			To		
Department	Account	Amount	Department	Account	Amount
1 Water Capital R&R Fund (Fund 125)	Reserves	(30,000)	Water Capital R&R Fund (Fund 125)	EP Redwood Tanks Replacement Wildfire Hazard Mitigation Project	30,000
		(30,000)			30,000

Descriptions (for additional information please see staff report)

- 1 Increase appropriations by \$30,000 in the Water Capital Renovation and Replacement (Capital R&R) Fund (Fund 125) to fund the Ebbetts Pass Redwood Tanks Replacement Wildfire Hazard Mitigation Project. The funding source is the Water Capital R&R Fund Reserves (Fund 125).

Agenda Item

DATE: August 23, 2017

TO: Dave Eggerton, General Manager 

FROM: Joel Metzger, Manager of External Affairs, Conservation and Grants

RE: Grants Program Update

RECOMMENDED ACTION:

Information/discussion only.

SUMMARY:

Staff is drafting procedures that will guide the District's Grants Program with the goal of streamlining the program, making the best use of limited resources, encouraging collaboration and setting clear parameters for the pursuit of grants. A key component of this process is receiving feedback from the Board of Directors on the direction of these procedures. Staff is seeking input on the primary components of the District's Grants Program, which include:

- Identifying grant opportunities
- Cost-benefit analysis of qualifying grant opportunities
- Board of Directors involvement
- Application process (see attached example)
- Implementation
- Reporting requirements
- Training


Staff will also provide the Board with an overview of the District's Grants Program, including:

- Successful grant-funded projects
- Active grant awards
- Grants in the application process
- Projects for which the District is seeking grant funding

FINANCIAL CONSIDERATIONS:

None at this time.

Agenda Item

DATE: August 23, 2017
TO: Board of Directors
FROM: Dave Eggerton, General Manager 
SUBJECT: Consideration of Change to Date/Time of Board of Directors' Meeting Schedule

RECOMMENDED ACTION:

For discussion and direction to staff.

BACKGROUND:

With CCWD's participation on the Board of the newly formed joint powers authority (JPA) of Groundwater Sustainability Agencies (GSAs) in the Eastern San Joaquin Groundwater Subbasin (Basin) working to develop a Groundwater Sustainability Plan under the Sustainable Groundwater Management Act of 2014 (SGMA) for the Basin, there is a scheduling conflict between the regular meetings of the Boards of the JPA and CCWD. Director Thomas, our GSA's representative to the JPA Board, asked that the date and/or time of JPA Board meetings be changed to allow for his participation. JPA Board members were polled as to their scheduling preferences and unfortunately decided to continuing meeting the morning of the second Wednesday of each month.

Thus with this agenda item the Board of CCWD is asked to provide direction to staff regarding its interest in changing the regular meeting schedule to allow for participation in the JPA. If so directed, staff will return at the next Board meeting with proposed changes to Board Policy 5010 to effect the change to the date and/or time of future regular meetings of the Board.

The following potential options have been identified by staff:


Option 1: Change the regular Board meeting dates to the second and fourth Thursdays of the month; meeting time at 9:00 a.m. (Staff recommendation)

Option 2: Keep the regular Board meeting dates the same, second and fourth Wednesdays of the month, but change the meeting time to begin at 1:30 p.m.

FINANCIAL CONSIDERATIONS:

None.

Agenda Item

DATE: August 23, 2017
TO: Board of Directors
FROM: Dave Eggerton, General Manager 
SUBJECT: Proposal for Sale of Surplus Property located at 423 E. St. Charles Street, San Andreas, CA (APN's 042-035-016, 042-035-003 and 042-035-012)

RECOMMENDED ACTION:

Motion: _____ / _____ adopting Resolution No. 2017-____ Approving the Sale of CCWD Surplus Property of APN's 042-035-016, 042-035-003, and 042-035-012 to the Calaveras County Resource Conservation District (RCD) and authorize the General Manager to execute all necessary associated documentation.

SUMMARY:

After the relocation of CCWD's administrative offices to 120 Toma Court in San Andreas earlier this decade, on October 24, 2012, the Board declared the District's old office site located at 423 E. St. Charles Street (APN's 042-035-016, -003, and -012) surplus to the existing and future needs of the District. Neither the old office building nor property on which it sits have any operational value to the District now or in the future. Thus, in accordance with state law, the surplus property was first offered for sale to other local public agencies and then listed on the open market to any interested party. With the sole exception of the RCD, no one has made any offer on the property.

This property has instead become a liability for the District as we continue to pay more than \$500 each and every month for water, sewer, power, security alarm and other required expenses. In addition, District staff must visit the property every day to inspect the premise, cleanup litter, and watch for theft or vandalism. In the process we have found evidence of drug use on the property as well as transient occupancy and are aware that the public uses the premises for parking and children play on the property. This poses a substantial risk of liability to the District should someone get hurt on the premises or if a fire is started on the property.

In its present condition, the office building has numerous ADA accessibility issues that make it unattractive for commercial or residential development. The District hired an ADA compliance expert to examine and report on the necessary improvements to address these deficiencies and make the building more attractive to potential investors.

Unfortunately the report showed that the building must be dramatically altered to address the many issues that have made the premises unattractive to the market. With this information, the District sought quotes from local contractors to demolish the building so that the District could offer bare land for sale. Yet due to the expected presence of large quantities of hazardous materials such as asbestos, the costs were very high, making this option cost-prohibitive.

With the recent creation of the Calaveras County Resource Conservation District, there is a new opportunity to transfer ownership of the property to a local public agency that will work side-by-side with CCWD and other local water agencies in protecting our water resources and the healthy function of local watersheds. In time, the RCD will obtain grant funding and implement projects that protect the quality and reliability of water supplies for residents for years to come. Their success is critically important to CCWD and other water agencies across the county. Yet, they presently have no place to call home to conduct business and achieve their important mission. Thus we have explored the opportunity to sell the old office site to the RCD for this purpose.

In its infancy, the RCD does not yet have the financial means to purchase or rent office space. This severely limits their ability to function and ultimately pursue state and federal grants that benefit local water resources and the associated efforts of CCWD. It is in the District's interests to convey the old office site to the RCD to help facilitate their success while relieving CCWD of a continuing burden and expense. Thus this agenda item is for the Board to consider selling the property in "as-is" condition to the RCD for the amount of \$1. The RCD's Board has acted to approve entering into the attached sale agreement with CCWD. This agenda item is to likewise consider taking such action by the District.

FINANCIAL CONSIDERATIONS:

Sale of the old office site to the RCD would relieve CCWD of the continuing expenses of utilities, alarm service and pest control totaling \$493.96 month. In addition, it would save the labor time of having staff visit the property every day.

- Attachments:
1. Calaveras County Resource Conservation Board of Directors Resolution Approving to Purchase Property
 2. Agreement of Purchase and Sale and Exhibits
 3. Resolution No. 2017-___ Authorizing Sale of Surplus Property

RESOLUTION NO. 2017- 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT

TO PURCHASE ASSESSOR PARCELS:

042-035-016-000

042-035-012-000 and

042-035-003-000

423 E. SAINT CHARLES STREET, SAN ANDREAS, CALIFORNIA

WHEREAS, The Calaveras County Resource Conservation District (CCRC) has determined that it is necessary and appropriate to secure a location within Calaveras County in order to provide resource conservation services to the people of Calaveras County; and

WHEREAS, the CCRC has concluded that the location that would best serve this purpose is located at the above listed address in San Andreas, California; and

WHEREAS, the CCRC Board of Directors has directed the CCRC Board President to negotiate with the Calaveras County Water District (CCWD) to purchase APNs 042-035-016-000, 042-035-012-000 and 042-035-003-000 located at 423 E. Saint Charles St., San Andreas, Calaveras County, California to use for administrative and meeting purposes.

NOW, THEREFORE, BE IT RESOLVED, the CCRC Board of Directors hereby authorizes the purchase of the above named parcels (APNs 042-035-016-000, 042-035-012-000, 042,035-003-000) for the negotiated price of one (\$1.00) dollar in "as is" condition as stated in the CCWD Purchase Agreement.

BE IT FURTHER RESOLVED, there is a 21 day Contingency Period which begins after the Effective Date where the buyer will have an opportunity to inspect, investigate and examine the property. The end of this period is identified as the Closing Date.

BE IT FURTHER RESOLVED, that CCWD, in the form of a "Boardroom License", will retain use of the boardroom structure for the purposes of storage through the calendar year 2017.

BE IT FURTHER RESOLVED, the CCRC's Board president is hereby authorized to execute all pertinent documents related to the purchase of APNs 042-035-016-000, 042-035-012-000, 042-035-003-000.

PASSED AND ADOPTED THIS DAY, 10th of August, 2017 by the following vote:

AYES: Sullivan, Hasley, Robie, Shabram, Dean, Long

NOES: 0

ABSTAIN: 0

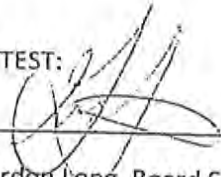
ABSENT: Valenti

CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT



ROBERT T. DEAN, Board President

ATTEST:



Gordon Long, Board Secretary

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("**Agreement**"), made this _____ day of _____, 2017 (the "**Effective Date**"), is entered into by and between Calaveras County Water District ("**Seller**"), and Calaveras County Resource Conservation District ("**Buyer**").

Recitals

A. Seller is the owner of that certain real property located in San Andreas, Calaveras County, State of California, commonly known as 423 East Saint Charles Street, San Andreas, California.

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, said property pursuant to the terms of this Agreement.

C. Following the purchase of said property, Buyer desires to license to Seller and Seller desires to license from Buyer a portion of the Building (defined below) for a period of six (6) months pursuant to a separate license agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

Agreement

1. Purchase and Sale. Subject to all of the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to acquire and purchase from Seller, the following (collectively the "**Property**"):

(a) All of Seller's right, title and interest in and to that certain parcel of real property commonly known as 423 East Saint Charles Street, San Andreas, California, APN's 042-035-016-000, 042-035-012-000, and 042-035-003-000, together with all of Seller's right, title and interest in and all to all easements, privileges and other rights, including, but not limited to, development rights, air rights and water rights, appurtenant thereto (collectively, the "**Land**");

(b) All of Seller's right, title and interest in and to all improvements, structures, equipment and fixtures located on or under the Land, including that certain building located thereon ("**Building**"); and

(c) All of Seller's right, title and interest in and to all tangible personal property, if any, located on or affixed to the Property and used in connection with the ownership, operation or maintenance of the Property, and all intangible property, if any, owned or held by Seller that pertains to the ownership, maintenance, use or operation of the Property (collectively, "**Personal Property**").

2. Purchase Price. The purchase price ("**Purchase Price**") for the Property shall be One and 00/100 Dollar (\$1.00).

3. Closing. For purposes of this Agreement, the "Closing" shall be defined as the date that the grant deed conveying the Property to Buyer is recorded in the Official Records of the County. The Closing shall occur on or before fifteen (15) days after the end of the Contingency Period (as defined in Section 5(a) of this Agreement), unless extended by mutual agreement of the parties.

4. Condition of Title. It shall be a condition precedent to Buyer's performance hereunder that title to the Property be conveyed to Buyer by Seller by a grant deed ("Grant Deed"), which shall be in the form of the attached Exhibit A, subject only to (a) a lien to secure payment of real estate taxes and assessments, not delinquent; (b) the lien of supplemental taxes, not delinquent; (c) all matters of record; (d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property; (e) all matters apparent from an inspection of the Property; (f) all leases; and (g) all other title matters affecting the Property created by or with the consent of Buyer (collectively, "Approved Condition of Title").

5. Contingency Period.

(a) Inspections. During the twenty-one (21) day period after the Effective Date (the "Contingency Period"), Buyer shall have the right to conduct non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies with respect to the Property as Buyer may elect to make or maintain. The cost of any such inspections, tests and/or studies shall be borne by Buyer. Between the Effective Date and the Closing, Buyer and Buyer's employees, agents, contractors, subcontractors and consultants (collectively, "Buyer's Representatives") shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon notice to Seller at least one (1) business day prior to entry, to perform such inspections, investigations, tests and studies. Buyer, in performing its inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property or any tenant, and agrees to coordinate its activities on the Property with Seller in advance to avoid any such interference. Following any such tests or inspections, Buyer agrees to promptly return any portions of the Property damaged or altered by Buyer during such tests or inspections to substantially the same condition which existed prior to such test or inspection. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by Buyer or Buyer's Representatives or liens arising from Buyer's due diligence review of the Property. Prior to any entry on to the Property by any of Buyer's Representatives, Buyer shall deliver to Seller an endorsement to a commercial general liability insurance policy which evidences that such Buyer's Representative is carrying a commercial general liability insurance policy with a financially responsible insurance company acceptable to Seller, covering the activities of such Buyer's Representative on or upon the Property. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least One Million and No/100ths Dollars (\$1,000,000.00) and an aggregate limit of at least Two Million and No/100ths Dollars (\$2,000,000.00), shall name Seller as an additional insured, and shall be primary and non-contributing with any other insurance available to Seller.

(b) Review of Documents and Materials. Within five (5) calendar days following the Effective Date, Seller shall deliver, or shall cause to be delivered, to Buyer such third party inspection or environmental reports relating to the Property, dated within ten (10) years of the Effective Date and in Seller's possession (collectively, "**Documents and Materials**"). Seller makes no representation or warranty regarding the truth or accuracy of the Documents and Materials. Buyer shall keep all such documents and materials not of public record confidential, pending Closing, and shall return all such documents and materials to Seller in the event this Agreement is terminated.

(c) Notice. Prior to the expiration of the Contingency Period, Buyer shall deliver to Seller written notice ("**Contingency Period Notice**") of its approval or disapproval of the Property and the Documents and Materials. The failure of Buyer to timely deliver the Contingency Period Notice shall be deemed to constitute Buyer's approval of the Property and the Documents and Materials. In the event that the Contingency Period Notice delivered prior to the expiration of the Contingency Period disapproves of the Property and/or the Documents and Materials or Buyer is deemed to have disapproved the same, this Agreement shall terminate and, except as otherwise provided in this Agreement, Seller and Buyer shall have no further obligations or rights to one another under this Agreement.

6. Conditions to Closing.

(a) Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property is subject to the satisfaction of the following conditions (or Buyer's waiver thereof) which are for Buyer's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or on the date the parties have agreed to consummate this transaction in absence of a specified date:

(i) Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement.

(ii) Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct in all material respects.

(iii) Grant Deed. The Grant Deed shall have been (1) duly executed and acknowledged by Seller, conveying fee title to the Property to Buyer subject only to the Approved Condition of Title.

(iv) Bill of Sale. Seller shall have executed and delivered to Buyer a bill of sale ("**Bill of Sale**") in form and substance reasonably satisfactory to Buyer and Seller, conveying to Buyer all of Seller's right, title and interest in and to the Personal Property.

(v) Boardroom License. Seller shall have executed and delivered to Buyer that certain license agreement by and between Buyer and Seller for storage within the boardroom portion of the Building in the form of Exhibit D attached hereto ("**Boardroom License**"). The date of Closing shall be inserted as the "Commencement Date" under the Boardroom License.

(b) Conditions to Seller's Obligations. Seller's obligation to sell the Property is subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or on the date the parties have agreed to consummate this transaction in absence of a specified date:

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer.

(ii) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct in all material respects.

(iii) Purchase Price. Buyer shall have deposited with Seller the Purchase Price, and shall have paid all other costs and expenses required to be paid by Buyer under this Agreement.

(iv) Bill of Sale. Buyer shall have delivered to Seller an executed copy of the Bill of Sale.

(v) Boardroom License. Buyer shall have delivered to Seller an executed copy of the Boardroom License.

(c) Failure of Condition. In the event any of the conditions set forth in Section 6(a) or 6(b) are not timely satisfied or waived by the appropriate benefited party, for a reason other than the default of Buyer or Seller, this Agreement shall terminate, Buyer shall return to Seller the Documents and Materials (as defined in Section 5 above, and, except as otherwise provided herein, the parties shall have no further obligations hereunder.

7. Costs and Expenses. Buyer and Seller shall equally share the cost of any transfer tax imposed by the City or County and recording fees. Buyer and Seller shall each pay all legal and professional fees and fees of other consultants incurred by Buyer and Seller, respectively.

8. Prorations. All expenses for the Property shall be prorated as of 11:59 p.m. on the day prior to the Closing between the parties based upon the latest available information. This provision shall survive the Closing.

9. "As-Is" Purchase. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT IT IS ACQUIRING THE PROPERTY IN ITS PRESENT "AS IS/WHERE IS WITH ALL FAULTS" CONDITION AND WITH ALL DEFECTS AND, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER SELLER NOR ANY EMPLOYEE OR AGENT OF SELLER HAS MADE OR WILL MAKE, EITHER EXPRESSLY OR IMPLIEDLY, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, GUARANTIES, PROMISES, STATEMENTS, ASSURANCES OR WARRANTIES OF ANY KIND CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (1) ITS VALUE; (2) ITS NATURE, CONDITION OR QUALITY; (3) ITS COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (4) THE INCOME TO BE

DERIVED FROM THE PROPERTY OR ANY PORTION THEREOF; (5) THE HABITABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PORTION THEREOF; (6) THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF; AND (7) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS THE RIGHT TO INVESTIGATE THE PROPERTY PRIOR TO THE TRANSFER DATE AND TO PERFORM ANY AND ALL REASONABLE TESTS ON THE PROPERTY TO DETERMINE THE FEASIBILITY OF THE PROPERTY FOR BUYER'S INTENDED USE THEREOF AND ANY OTHER PAST, PRESENT OR FUTURE MATTER RELATING TO THE PROPERTY WHICH MAY AFFECT THE PROPERTY OR ITS CURRENT OR FUTURE USE, HABITABILITY, VALUE OR DESIRABILITY.

Buyer's Initials: _____

This Section 9 shall survive the Closing.

10. Property Condition Waiver. Following the Closing, Buyer waives its right to recover from Seller, and the trustees, members, managers, directors, officers, employees and agents of Seller (collectively, "**Seller's Representatives**"), and hereby releases Seller and Seller's Representatives from, any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with the Property, including, without limitation, (i) the physical condition of the Property, (ii) the failure of the Property to comply with any law or regulation applicable thereto, (iii) the environmental condition of the Property, or (iv) any of the matters disclosed by that certain ADA Report attached hereto as Exhibit B or that certain Hazmat Removal Proposals attached hereto as Exhibit C. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to (x) a material matter actually known to Seller (excluding constructive notice) and (1) not disclosed to Buyer and (2) not discovered by Buyer prior to the Closing, and (y) any breach by Seller of its express representations or warranties under this Agreement. In connection with foregoing waiver and release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

Buyer's Initials

This Section 10 shall survive the Closing.

11. Seller's Representations and Warranties. In consideration of the Buyer entering into this Agreement, and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties:

(a) Seller's Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(b) Signatory. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller and the partners of Seller, if any, have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

12. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller:

(a) Buyer's Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(b) Signatory. The individuals executing this Agreement and the instruments referenced herein on behalf of Buyer and the partners of Buyer, if any, have the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

(c) Existing Conditions. Buyer has read and fully understand all matters disclosed by that certain ADA Report attached hereto as Exhibit B or that certain Hazmat Removal Proposals attached hereto as Exhibit C and understand it will be purchasing the Property subject all matters set forth therein.

(d) Buyer's Inspections. Buyer covenants that it will perform all inspections, studies, tests and due diligence necessary to confirm that the Property will support Buyer's intended use and that the condition of the Property is satisfactory to Buyer. The cost of any inspections, studies, tests, and studies shall be borne exclusively by Buyer. During the Contingency Period, Buyer agrees to investigate the status of title and confirm it meets with Buyer's approval.

This Section 12 shall survive the Closing.

13. Other Actions by Seller. Upon the Closing, the Seller shall promptly cause the Grant Deed and any other documents which the parties hereto may mutually direct to be recorded in the Official Records of the County.

14. Damage Or Condemnation Prior To Closing. Buyer shall promptly notify Seller of any casualty to the Property or any condemnation proceeding commenced prior to the Closing. If any such damage or proceeding relates to or may result in the loss of any material portion of the Property, Seller or Buyer may, at their option, elect either to (i) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event, upon the Closing, Buyer shall be entitled to

any compensation, award, or other payments or relief resulting from such casualty or condemnation proceedings.

15. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, or (ii) if mailed, on the date of posting by the United States Post Office.

TO SELLER: Calaveras County Water District
 Post Office Box 846
 San Andreas, California 95249
 Attention: General Manager

TO BUYER: Calaveras County Resource Conservation District
 891 Mountain Ranch Road
 Government Center
 San Andreas, CA 95249

Notice of change of address shall be given by written notice in the manner described in this Section.

16. Miscellaneous.

(a) Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid, and shall be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

(c) Survival. The acceptance of the Grant Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those, if any, which are herein specifically stated to survive Closing.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

(e) Professional Fees. If either party commences an action against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other party of any of the terms hereof, the losing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment.

(f) Entire Agreement. This Agreement (including the preamble, Recitals and all Exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

(g) Assignment. Buyer may not assign its right, title or interest in this Agreement to any other party without the prior written consent of Seller, which determination may be withheld in Seller's sole and absolute discretion.

(h) Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

(i) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(j) Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(k) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(1) Limited Liability. The obligations of Seller, its agents, representatives or employees, arising by virtue of this Agreement shall be limited to the interest of Seller in the Property and there shall be no recourse against any other assets of Seller, its agents, representatives or employees.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BUYER:

SELLER:

CALAVERAS COUNTY RESOURCE
CONSERVATION DISTRICT

CALAVERAS COUNTY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT A

Form of Grant Deed

GRANT DEED

No fee for recordation
Govt. Code Sec. 27383

RECORDING REQUESTED BY:

APNS: 042-035-016-000, 042-035-012-000,
042-035-003-000

The Undersigned Declares the following is true and correct:

Documentary Transfer Tax \$ 0.00

- _____ Computed on value of interest.
_____ Computed on value of interest conveyed less liens and encumbrances remaining thereon at time of sale.
_____ No County Transfer Tax Due per Revenue and Taxation Code Section 11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CALAVERAS COUNTY WATER DISTRICT ("Grantor"), hereby GRANTS to CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT ("Grantee"), that certain real property located in the County of Calaveras, State of California and more particularly described in Exhibit 1 attached hereto (the "Property"), together with all of Grantor's interest in all rights, privileges, easements and appurtenances benefiting the Property.

SUBJECT TO:

- 1) the lien of supplemental taxes, not delinquent;
- 2) all matters of record; and
- 3) all matters apparent from the inspection of the Property.

Signatures are on the next page.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

GRANTOR: CALAVERAS COUNTY WATER DISTRICT,

By: _____
Its: _____
Date: _____

[GRANTEE ACCEPTANCE TO BE ATTACHED]

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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: _____ (Seal)

RESOLUTION NO. 2017- 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF
CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT

TO PURCHASE ASSESSOR PARCELS:

042-035-016-000

042-035-012-000 and

042-035-003-000

423 E. SAINT CHARLES STREET, SAN ANDREAS, CALIFORNIA

WHEREAS, The Calaveras County Resource Conservation District (CCRC) has determined that it is necessary and appropriate to secure a location within Calaveras County in order to provide resource conservation services to the people of Calaveras County; and

WHEREAS, the CCRC has concluded that the location that would best serve this purpose is located at the above listed address in San Andreas, California; and

WHEREAS, the CCRC Board of Directors has directed the CCRC Board President to negotiate with the Calaveras County Water District (CCWD) to purchase APNs 042-035-016-000, 042-035-012-000 and 042-035-003-000 located at 423 E. Saint Charles St., San Andreas, Calaveras County, California to use for administrative and meeting purposes.

NOW, THEREFORE, BE IT RESOLVED, the CCRC Board of Directors hereby authorizes the purchase of the above named parcels (APNs 042-035-016-000, 042-035-012-000, 042,035-003-000) for the negotiated price of one (\$1.00) dollar in "as is" condition as stated in the CCWD Purchase Agreement.

BE IT FURTHER RESOLVED, there is a 21 day Contingency Period which begins after the Effective Date where the buyer will have an opportunity to inspect, investigate and examine the property. The end of this period is identified as the Closing Date.

BE IT FURTHER RESOLVED, that CCWD, in the form of a "Boardroom License", will retain use of the boardroom structure for the purposes of storage through the calendar year 2017.

BE IT FURTHER RESOLVED, the CCRC's Board president is hereby authorized to execute all pertinent documents related to the purchase of APNs 042-035-016-000, 042-035-012-000, 042-035-003-000.

PASSED AND ADOPTED THIS DAY, 10th of August, 2017 by the following vote:

AYES: Sullivan, Hasley, Robie, Shabram, Dean, Long
NOES: 0
ABSTAIN: 0
ABSENT: Valenti

CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT



ROBERT T. DEAN, Board President

ATTEST:



Gordon Long, Board Secretary

EXHIBIT 1
To Grant Deed
Legal Description

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Calaveras County Water District

Hereby GRANT(S) to

The land described herein is situated in the State of California, County of Calaveras,
unincorporated area, described as follows:

Parcel 1:

Adjusted Parcel B, as shown and designated on Parcel Map Lot Line Adjustment filed
for record January 12, 2017, in Book 13 of Parcel Maps, Page 18, Calaveras County
Recorder.

Parcel 2:

A non-exclusive easement for roadway purposes, 20 feet in width, more particularly
described as follows:

Beginning at the most Easterly corner of Parcel "A" as shown on that certain Parcel
Map, filed for record on December 29, 1972, in Book 1 of Parcel Maps, Page 53,
Calaveras County Records, thence 1st, South 27°11'30" East, 20 feet; thence 2nd, South
62°48'30" West, 250.09 feet to the Easterly boundary line of California State Highway
49; thence 3rd, Northwesterly along said State Highway boundary line, 20 feet, to the
most Southerly corner of Parcel "B", as shown on said Parcel Map; thence 4th, North
62°48'30" East, along the Southeasterly boundary of said Parcels "A" and "B", 250.09
feet, more or less, to the point of beginning.

A.P.N. 042-035-016-000, A.P.N. 042-035-012-000, A.P.N. 042-035-003-000

EXHIBIT B

ADA Report

[Attached]

Central Sierra Accessibility Consultants

October 12, 2015

425 Highway 49
San Andreas, Ca.

You have contracted with Central Sierra Accessibility Consultants to provide services to assist in assessing whether the facilities and services are "equally accessible" to persons with disabilities.

Attached you will find the survey results, in general listing only those areas found not to be in compliance with the State and Federal American with Disabilities Act (ADA) guidelines.

The facility located at 425 Highway 49 in San Andreas, Ca. was occupied by the Calaveras County Water District but is currently vacant. The overall condition of the current status of the 2013 California Building Code Section 11B has building core elements and topographical issues.

-
- Accessible parking – The parking lot is too steep for compliant parking. An accessible parking space and access aisle would require a retaining wall and guardrail.
 - Accessible path of travel – The existing path is too steep of slope and requires the elements of an accessible ramp with handrails.
 - Accessible door entrance landing threshold has a lip greater than ¼" vertical.
 - **Elevator requirement - Based on the current facility purchased/funded by a public agency there is a requirement of a vertical accessible path of travel of elevators and/or ramps between the floor above and below the main floor.**
 - The interior stairs require to be 48" wide and were measured at 36".
 - Accessible restrooms – Dimensionally too small to be compliant. The standard rule of thumb is 90" by 90". by 90".
-

The survey and report thereon is not a warranty, guarantee, and insurance policy, certificate of ADA compliance or substitute for any disclosure statement as may or may not be required by law.

The following are the results of the survey conducted on October 9, 2015 for 425 Highway 49, San Andreas, Ca.

Patrick Van Lieshout CASp #253

Central Sierra Accessibility Consultants
P.O. Box 1046
Valley Springs, California 95252

P.O. Box 1046
Valley Springs, California, 95252
209-772-9300 o/f

Central Sierra Accessibility Consultants

Table of Accessibility Findings – 425 Highway 49, San Andreas, Ca.

This study contains the following sections:

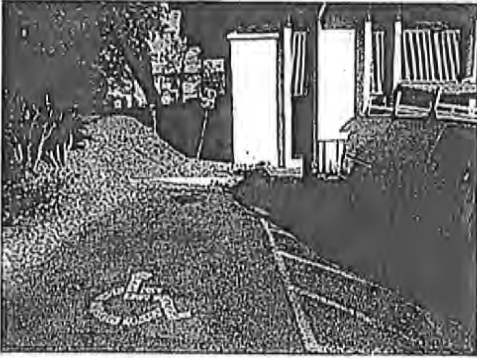
1. Cover Letter
2. Table of Findings

The following table contains sections of findings with recommendations/code references as outlined in the complaint filed.

Parking – CBC 11B-501

1. Provide one in every six accessible parking spaces (but not less than one) designated "van accessible". The facility has less than 25 parking spaces designated which requires one accessible parking space with one access aisle. The one accessible space shall be van accessible.
2. Provide an accessible parking space, including van spaces, at least 9' wide and 18' long with a demarcated access aisle.
3. The parking space shall be designated as "van accessible," and the adjacent access aisle shall be at least 8' wide by 18' long and located on the passenger side of the vehicle space.
4. The accessible parking space and access aisle shall be level and with no slope greater than 1:48 (2.1%) in all directions. (This means a curb ramp cannot project into the access aisle.)
5. The van accessible space shall have a sign stating "Van Accessible" below the ISA with an additional "Minimum \$250". If the signs are placed outside the "path of travel" (planter) the bottom of the lowest sign shall be no lower than 60" above the ground.
6. Provide a tow-away sign posted in a conspicuous place at each entrance to off-street parking lot, or immediately adjacent to and visible from each accessible stall.

Central Sierra Accessibility Consultants



Path of Travel

1. Where the slope is greater than 1:20 (5 percent), it shall comply with the requirements for ramps. The path of travel from the accessible parking area has a portion of the slope that exceeds 5% and must meet the requirements for ramps.
2. The existing curb ramp is not compliant. First, curb ramp cannot project into the required space for access aisles. Second, the curb ramp does not have truncated domes installed as required.
3. Provide directional signage as to where the accessible route to the accessible entrance exist.



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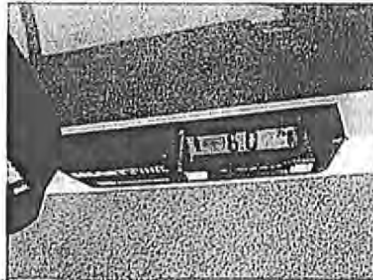


Ramps

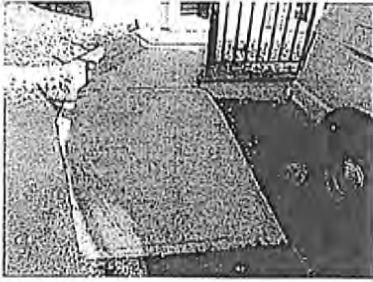
1. The accessible route with a slope greater than 5% shall comply with the ramp requirements. The portion of the path of travel was measured at 6%.
2. If the ramp rises more than 6" or is longer than 72", it shall have a handrail on each side. The top of both handrails shall be between 34" and 38" above the ramp surface.
3. Provide ends of handrails, there shall be at least 12" of handrail, parallel to the floor or ground surface, extending beyond the top and bottom of the ramp segment.
4. When the ramp does not change direction, the bottom landing shall be at least 72" long and as wide as the ramp. It was measured at 66".
5. Diameter: The diameter of the handrail shall be between 1-1/4" and 1-1/2" in cross-sectional nominal dimension.

OR

Provide the shape of an equivalent gripping surface. (Note: Standard pipe sizes designated by the industry as 1-1/4" to 1-1/2" are acceptable for purposes of this section).

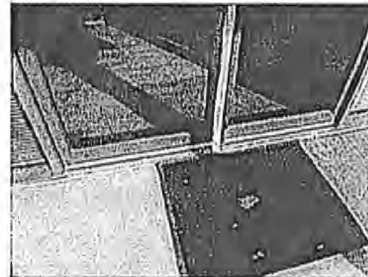


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Entrance

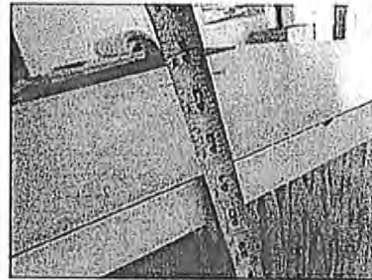
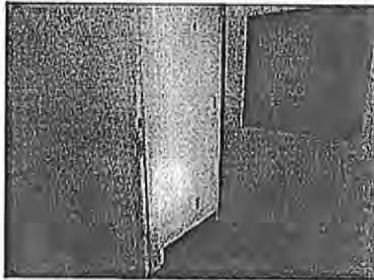
1. The accessible entrance shall be identified by an 6" x 6" ISA sign.
2. Provide thresholds at doorways no higher than 1/2". The changes shall be level between 1/4" and 1/2" beveled at 1:2 or less. No rise shall exceed 1/4" vertical.
3. At each grade level exterior exit door there shall be a tactile/Braille exit sign with the word "EXIT" mounted on the wall adjacent to the latch side of the door.



Lobby/General Office

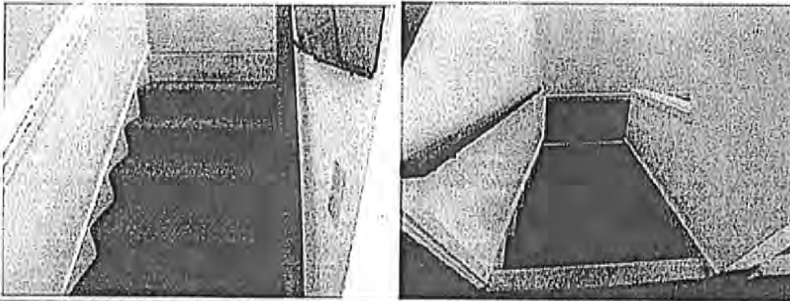
1. **Based on the current facility purchased/funded by a public agency there is a requirement of a vertical accessible path of travel of elevators and/or ramps between the floor above and below the main floor.**
2. Provide the doors when open 90 degrees, there shall be a clear opening width at least 32" measured between the face of the door and the doorstop on the latch side. Several of the doors do not provide 32" clearance.
3. The facility is vacant and the interior accessible path of travel circulation could not be measured.
4. Provide all handles, locks, and latches or other operative devices shall be operable with one hand.
5. Provide at the transaction counter a portion of the main counter at least 36" long and no more than 28"-34" high. It was measured at 41.5" aff.

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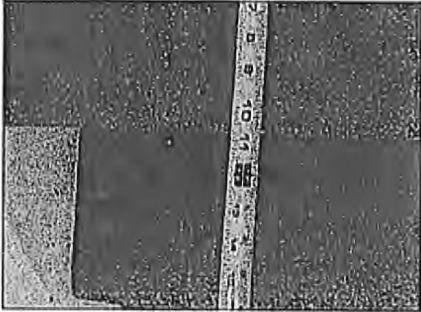
Interior Stairs

1. Provide stairways serving an area of rescue assistance at least 48" wide between handrails. The stairs were measured at less than 36" wide.
2. The treads shall be uniform and at least 11" wide measured from riser to riser and are the risers all uniform and between 4" and 7" in height. The treads were measured at 10.5".
3. Provide continuous handrails along both sides.
4. On dogleg or switchback stairs, the inside handrail shall be continuous at landings.
5. The handrails shall extend a min. of 12" beyond the top nosing and 12" plus the tread width, beyond the bottom nosing, and the tops of handrails shall be between 34" and 38" above the stair nose.
6. The diameter of the handrails shall be between 1-1/4" and 1-1/2" in cross-sectional nominal dimension or equivalent, and is the clear space between handrails and walls exactly 1-1/2"



P.O. Box 1046
Valley Springs, California, 95252
209-772-9300 o/f

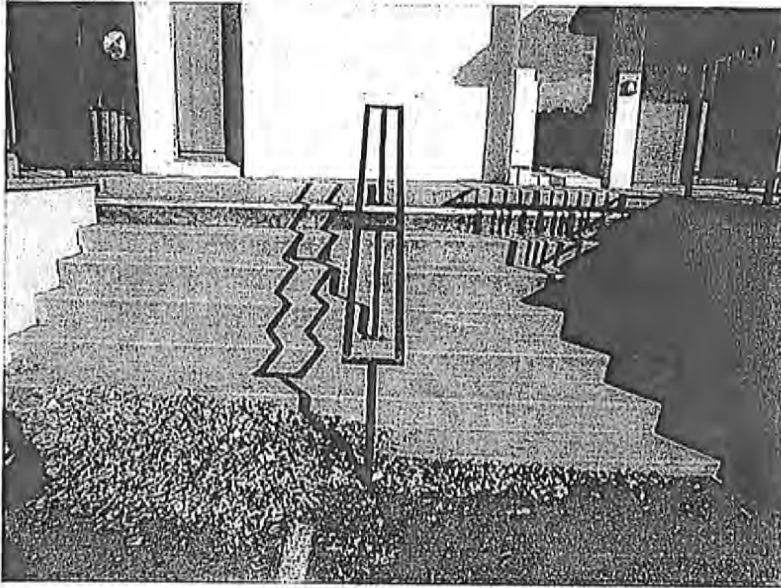
Central Sierra Accessibility Consultants



Exterior Stairs

1. Provide continuous handrails along both sides.
2. The handrails shall extend a min. of 12" beyond the top nosing and 12" plus the tread width, beyond the bottom nosing, and the tops of handrails shall be between 34" and 38" above the stair nose.
3. The diameter of the handrails shall be between 1-1/4" and 1-1/2" in cross-sectional nominal dimension or equivalent, and is the clear space between handrails and walls exactly 1-1/2"
4. Provide a solid contrasting color stripe 2" wide parallel to and not more than 1" away from the nosing on the upper approach and all threads of the stairway.

Central Sierra Accessibility Consultants



P.O. Box 1046
Valley Springs, California, 95252
209-772-9300 o/f

Central Sierra Accessibility Consultants

Restrooms

1. The restrooms provide on the first and second floor are not dimensionally compliant for accessible restrooms.
2. A general rule of thumb for a rectangle single accommodation restroom allow for a 90" x 90" space for the allowance of the correct offset of accessible fixtures and accessories. Please refer to details provided.



SITE SURVEY & ADA EVALUATION



425 Hwy 49
San Andreas, CA.

Central Sierra Accessibility Consultants
PO Box 1046
Valley Springs, CA 95252
(209) 772-9300
casp.fmg@outlook.com

PARKING

Location information: 425

PARKING:

Where self-parking is provided for employees or visitors, each parking area/lot or structure is required to have accessible parking spaces complying with the following table and with CBC Section 1129B.

Total parking in area/lot or structure	Required minimum number of accessible spaces (including van)
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent total
1001 and over	20 plus 1 for each 100 over 1000
At outpatient units and facilities	10 percent
At facilities specializing in treatment for persons with mobility impairments	20 percent

Note: Spaces required by the table need not be provided in the particular area/lot or structure. They may be provided at a different location if equivalent or greater accessibility, in terms of distance from an accessible entrance, user cost convenience, is ensured.

In addition, one in every six accessible spaces, but not less than one, must be served by an access aisle 8 ft wide minimum and must be designated "Van Accessible".

ID	Name/location of parking lots surveyed (or key number on site plan)	Total parking in lot	Total accessible*	Total van accessible provided	Minimum required accessible*	Minimum required van accessible
PK1	Lot 1	> 25	1	0	1	0
PK2						
PK3						
PK4						
PK5						

Scope:

*Including van accessible spaces

425 Hwy 49

PARKING

Location Information: 425

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
1.1	Off-site Parking Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	If no on-site parking is provided, is there accessible parking provided off-site nearby? (Note: Accessible parking for employees or visitors or both may be provided either in the public rights-of-way or in an off-site facility.) 28 CFR 35.130(b)(4) /// 202-Site Development; 1102B Accessible Route of Travel; 1129B.1	
1.2	Number -- Accessible Parking Spaces	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where parking spaces are provided for self-parking by employees or visitors or both, is the required number of accessible parking spaces provided? (See Minimum Requirements Summary Sheet A) (Note: All or some of the accessible parking spaces may be in a different location if equivalent or greater accessibility is ensured.) 4.1.2(5) /// 1129B.1; 1129B.2; Table 11B-6	
1.3	Each Area/Lot	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the accessible parking spaces located in each specific area/lot? OR If the accessible parking spaces are in a different location, is equivalent or greater accessibility provided in terms of distance from the accessible entrance, user cost and convenience? 4.1.2(5); 4.6.2 /// 1129B.1	
1.4	Van Accessible Spaces	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is one in every six accessible parking spaces (but not less than one) designated "van accessible"? 4.1.2(5)(b); 4.6.4 /// 1129B.3 item 2, 1129B.4	
1.5	Location -- Serving Accessible Entrance	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are accessible parking spaces which serve a particular building on the shortest accessible route of travel from adjacent parking to the building's accessible entrance? 4.6.2 /// 1129B.1	
1.6	Lot Layout	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are parking stalls arranged so that persons with disabilities are not compelled to wheel or walk behind parked cars other than their own? /// 1129B.3 item 3	
1.7	Serving Multiple Accessible Entrances	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If the building has multiple accessible entrances with adjacent parking, are the accessible parking spaces on the shortest accessible route of travel to the parking facility's accessible pedestrian entrance? 4.6.2 /// 1129B.1	
1.8	Separate Parking Facility	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Where a parking facility does not serve a particular building, are the accessible parking spaces on the shortest accessible route of travel to the parking facility's accessible pedestrian entrance? 4.6.2 /// 1129B.1	
1.9	Parking Space Width	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are accessible parking spaces, including van spaces, at least 9' wide and 18' long with a demarcated access aisle? (two spaces may share a common aisle) 4.6.3 /// 1129B.3 items 1 & 2	
1.10	Van Access Aisle	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	If the parking space is designated as "van accessible," is the adjacent access aisle at least 8' wide by 18' long and located on the passenger side of the vehicle space? 4.1.2(5)(b) /// 1129B.3 item 2	
1.11	Car Access Aisles	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Are all other access aisles at least 5' wide and 18' long? 4.1.2(5)(a) /// 1129B.3 item 1	
1.12	Level Surface	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the accessible parking spaces and access aisles level with no slope greater than 2% in all directions? (This means a curb ramp cannot project into the access aisle.) 4.6.3 /// 1129B.4.3; 1129B.3 items 3 & 4	
1.13	Surface	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are access aisles stable, firm, and slip resistant? 4.5.1 /// 1124B.1	
1.14	Access Aisle and Accessible Route	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does each access aisle connect directly to an accessible route of travel? (Use Form 3 - Exterior Routes of Travel) 4.3 /// 1129B.1	

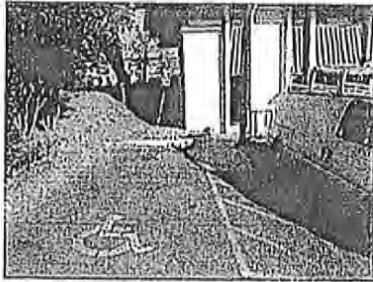
425 Hwy 49

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
1.15	Parking Signs	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does each accessible parking space have a reflectorized sign visible from each stall showing the ISA? 4.6.4 /// 1129B.4	
1.16	Van Accessible Parking Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Do van accessible spaces have a sign stating "Van Accessible" below the ISA? 4.6.4 /// 1129B.4	
1.17	Pavement Sign	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a 36" square ISA painted on the pavement at the rear of the stall? /// 1129B.4	
1.18	Lettering	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the words "NO PARKING" provided in each access aisle, painted in white, 12" high letters? /// 1129B.3 items 1 & 2	
1.19	Tow-away Sign	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is there a tow-away sign posted in a conspicuous place at each entrance to off-street parking lot, or immediately adjacent to and visible from each accessible stall? /// 1129B.4	
1.20	Van Accessible Spaces – Vertical Clearance	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Do van accessible spaces have a vertical clearance of at least 8'-2"? 4.6.5 /// 1130B	
1.21	Van Accessible Spaces – Vertical Clearance	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does one vehicular access route to and from van accessible spaces have a vertical clearance of at least 8'-2"? (Van accessible spaces may be grouped on one level of a parking structure.) 4.6.5 /// 1130B	
1.22	Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

SCOPE:

1. Provide one in every six accessible parking spaces (but not less than one) designated "van accessible". The facility has less than 25 parking spaces designated which requires one accessible parking space with one access aisle. The one accessible space shall be van accessible.
2. Provide an accessible parking space, including van spaces, at least 9' wide and 18' long with a demarcated access aisle.
3. The parking space shall be designated as "van accessible," and the adjacent access aisle shall be at least 8' wide by 18' long and located on the passenger side of the vehicle space.
4. The accessible parking space and access aisle shall be level and with no slope greater than 1:48 (2.1%) in all directions. (This means a curb ramp cannot project into the access aisle.)
5. The van accessible space shall have a sign stating "Van Accessible" below the ISA with an additional "Minimum \$250". If the signs are placed outside the "path of travel" (planter) the bottom of the lowest sign shall be no lower than 60" above the ground.
6. Provide a tow-away sign posted in a conspicuous place at each entrance to off-street parking lot, or immediately adjacent to and visible from each accessible stall.

**PARKING
PICTURES**



425 Hwy 49

EXTERIOR ROUTES OF TRAVEL – On-Site Only

Location Information: 425

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
3.1B	On-site Accessible Route of Travel	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there an accessible route of travel <u>within the property line of the site</u> linking an accessible building entrance with site arrival points serving the following, if provided: public transportation stops, passenger loading zones, accessible parking, and public sidewalks? 4.1.2(1)///1114B.1.2, 1127B.1	
3.2B	Route for General Public	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the accessible route of travel, to the maximum extent feasible, coincide with the route for the general public? 4.3.2(1)///1114B.1.2	
3.3B	Facilities Connected	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Are there accessible routes of travel connecting all accessible buildings, facilities, elements and spaces on the same site with one another? 4.1.2(2)(a)///1114B.1.2, 1127B.1	
3.4B	Width	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the accessible route of travel at least 48" wide except at doorways or gates? 4.3.3///1133B.7.1	
3.5B	Passing Spaces	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	If the accessible route of travel is less than 60" wide, are there passing spaces at least 60" by 60" or intersecting walks provided, allowing passing at reasonable intervals not exceeding 200'? 4.3.4///1133B.7.1	
3.6B	Head Room	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there at least 80" clear head room within the pedestrian circulation area, including the accessible route of travel? 4.4.2///1133B.8.6.2	
3.7B	Protruding Objects	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If wall-mounted objects have leading edges between 27" and 80" from the floor, do they project less than 4" into the circulation path (objects with leading edges at or below 27" may project any amount)? If wall-mounted objects project into the circulation path, is the required clear width of accessible route of travel maintained? 4.4.1///1133B.8.6.1	
3.8B	Protruding objects	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Do free-standing objects mounted on posts with leading edges between 27" and 80" high (such as a sign or telephone) overhang 12" or less above the ground or finish floor? If free-standing objects mounted on posts project into the circulation path, is the required clear width of the accessible route of travel maintained? 4.4.1///1133B.8.6.1	
3.9B	Cross Slope	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the cross slope of the accessible route of travel no greater than 1:50 (2 percent)? 4.3.7 /// 1133B.7.1.3	
3.10B	Running Slope	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the slope of the accessible route of travel no greater than 1:20 (5 percent), unless it complies with item 12 below? 4.3.7///1133B.7.3	
3.11B	Running Slope	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Were the slope is greater than 1:20 (5 percent), does it comply with the requirements for ramps? (Use Form 7 – Ramps) 4.81///1133B.5	
3.12B	Changes in Level	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	When walkway levels change, is the vertical distance between them less than 1/4 inch? OR Are changes in level between 1/4 inch and 1/2 inch beveled with a slope no greater than 1:2? 4.5.2 /// 1124B.2	
3.13B	Changes in Level	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are curb ramps, ramps, or elevators used for changes in level greater than 1/2 inch? (Lifts may only be used in certain limited situations) 4.3.8 /// 1124B.2	
3.14B	Changes in Level	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are curb ramps, ramps, or elevators compliant? (Use Form 4 - Curb Ramps; Form 7 - Ramps; or Form 13 - Elevators)	
3.15B	Surface	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are accessible route surfaces stable, firm and slip-resistant? 4.5.1 /// 1124B.1	

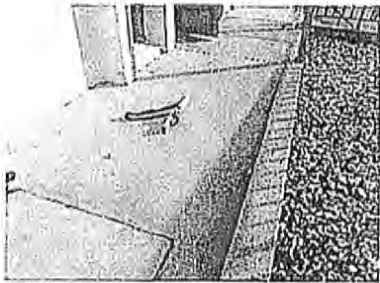
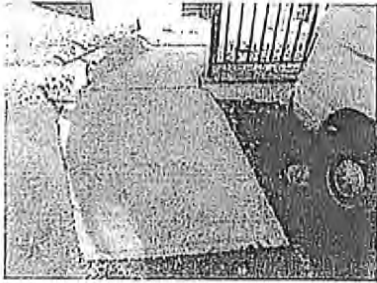
425 Hwy 49

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
3.16B	Grates	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Is the smaller dimension of a grate opening no more than 1/2 inch, and are long dimensions of rectangular gaps placed perpendicular to the usual direction of travel? 4.5.4 ///1124B.4	
3.17B	Abrupt Changes in Level >4"	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the site free of abrupt changes in level adjacent to pedestrian areas exceeding 4" vertical except (1) between a walk or sidewalk and an adjacent street or driveway, or (2) where a 6" high warning curb or 42" high guard is provided to warn of a potential drop off? /// 1133B.8.1	
3.18B	Abrupt Changes in Level >30"	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the site free of abrupt changes in level adjacent to pedestrian areas exceeding 30" vertical except were a 42" high guard is provided to prevent persons from falling off the open edge? See 1013.1 for exceptions.	
3.19B	Entrance Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are signs at primary public entrances and at every major junction where the accessible route of travel diverges from the regular circulation path compliant? (Use Form 19 - Signage) 4.1.2(7) /// 1117B.5.8.1.2, 1127B.3	
3.20B	Directions to Accessible Entrance	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	When not all entrances are accessible, is there directional signage indicating the accessible route to an accessible entrance? 4.1.2(7), 4.1.3(8)(d) /// 1117B.5.8.1.2	
3.21B	Hazardous Vehicular Areas – Detectable Warnings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	If a walk crosses or adjoins the vehicular way and the walking surface is not separated by curbs, railings, or other elements between the pedestrian areas and vehicular areas, is the boundary between the areas defined by a continuous detectable warning at least 36" wide complying with 1121B.3.1 item 8(a)? (Use Form 21 - Hazards) 4.29.5 /// 1121B.3.1 item 8(a), 1133B.8.5	
3.22B	Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

SCOPE:

1. Where the slope is greater than 1:20 (5 percent), it shall comply with the requirements for ramps. The path of travel from the accessible parking area has a portion of the slope that exceeds 5% and must meet the requirements for ramps.
2. The existing curb ramp is not compliant. First, curb ramp cannot project into the required space for access aisles. Second, the curb ramp does not have truncated domes installed as required.
3. Provide directional signage as to where the accessible route to the accessible entrance exist.

**EXTERIOR ROUTES OF TRAVEL
PICTURES**



425 Hwy 49

RAMPS

Location Information: 425

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
7.1	Ramps	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Does each part of an accessible route with a slope greater than 5% comply with the requirements below and is the ramp permanently installed? (For curb ramps use Form 4 - Curb Ramps) 4.8.1 /// 1133B.5.1	
7.2	Slope	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the slope of the curb ramp the least possible slope but in no case more than 8.3% (1:12)? 4.8.2 /// 1133B.5.3	
7.3	Maximum Rise	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the rise for any continuous run a maximum of 30" high? 4.8.2 /// 1133B.5.4.1	
7.4	Cross Slope	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the cross slope of the ramp surface no greater than 2%? 4.8.6 /// 1133B.5.3.1	
7.5	Surface	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the ramp surface stable, firm and slip-resistant? 4.8.6; 4.5 /// 1124B.1	
7.6	Clear Width	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the clear width of the ramp at least 48" (handrails may project into the required width a distance of 4-1/2" maximum from each side)? 4.8.3 /// 1012.7, 1133B.5.2	
7.7	Landings	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a level landing (2% max.) at the top and bottom of each ramp and each ramp run? 4.8.4 /// 1133B.5.4.1	
7.8	Top Landing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is each top landing at least 60" x 60"? 4.8.4 /// 1133B.5.4.2	
7.9	Bottom Landing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Where the ramp changes direction, is there a bottom landing of at least 72" x 60"? 4.8.4 /// 1133B.5.4.2	
7.10	Bottom Landing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Where the ramp does not change direction, is there a bottom landing at least 72" long and as wide as the ramp? 4.8.4 /// 1133B.5.4.2	
7.11	Intermediate Landing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Where there is an intermediate landing, and the ramp changes direction, is the landing at least 72" by 60"? 4.8.4 /// 1133B.5.4.6	
7.12	Intermediate Landing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Where there is an intermediate landing, and the ramp does not change direction, is the landing at least 60" long and as wide as the ramp? 4.8.4 /// 1133B.5.4.7	
7.13	Landings with Doors	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	If a doorway is located on a landing, does the area in front of the door comply with the maneuvering space requirements for doors? (Use Form 11 - Doors and Gates) 4.8.4 /// 1133B.5.4.3	
7.14	Edge Protection	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If a ramp or landing has a drop off, does it have a minimum 2" curb, wheel guide, a wall, or fence to prevent people from falling off? 4.8.7 /// 1133B.5.4.9	
7.15	Drainage	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are outside ramps and their approaches designed so that water will not accumulate on walking surfaces? 4.8.8 /// 1133B.5.8	
7.16	Handrails	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	If the ramp rises more than 6" or is longer than 72", does it have a handrail on each side? (Handrails are not required on curb ramps or adjacent to fixed seating in assembly areas.) 4.8.5 /// 1133B.5.5.1	
7.17	Handrails	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	On dogleg or switchback ramps, is the inside handrail continuous? 4.8.5(1) /// 1133B.5.5.1	
7.18	Gripping Surface	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the gripping surfaces continuous? 4.8.5(4) /// 1133B.5.5.1	

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Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
7.19	Mounting	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are handrails fixed so that they do not rotate within their fittings? 4.8.5(7) /// 11338.5.5.1	
7.20	Height	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is the top of the handrail between 34" and 38" above the ramp surface? 4.8.5(5) /// 11338.5.5.1	
7.21	Handrail Extension	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At ends of handrails, are there at least 12" of handrail, parallel to the floor or ground surface, extending beyond the top and bottom of the ramp segment? 4.8.5(2) /// 11338.5.5.1	
7.22	Ends of Handrails	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the ends of handrails rounded or returned smoothly to the floor, wall, or post? 4.8.5(6) /// 11338.5.5.1	
7.23	Ends of Handrails	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Diameter: Is the diameter of the handrail between 1-1/4" and 1-1/2" in cross-sectional nominal dimension? OR Does the shape provide an equivalent gripping surface? (Note: Standard pipe sizes designated by the industry as 1-1/4" to 1-1/2" are acceptable for purposes of this section). 4.26.2 /// 11338.5.5.1	
7.24	Clearance	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is the clear space between handrails and walls exactly 1-1/2" ? 4.26.2 /// 11338.5.5.1	
7.25	Clearance in Recess	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	If a handrail is located in a recess, is the recess no more than 3" deep extending at least 18" above the top of the rail? 4.26.2 /// 11338.5.5.1	
7.26	Hazards	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are handrail edges free of sharp or abrasive elements and do they have edges with a minimum radius of 1/8" ? 4.26.4 /// 11338.5.5.1	
7.27	Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

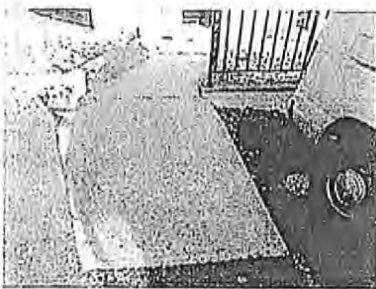
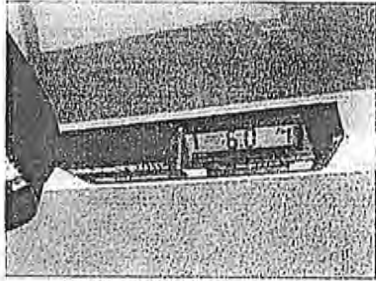
SCOPE:

1. The accessible route with a slope greater than 5% shall comply with the ramp requirements. The portion of the path of travel was measured at 6%.
2. If the ramp rises more than 6" or is longer than 72", it shall have a handrail on each side. The top of both handrails shall be between 34" and 38" above the ramp surface.
3. Provide ends of handrails, there shall be at least 12" of handrail, parallel to the floor or ground surface, extending beyond the top and bottom of the ramp segment.
4. When the ramp does not change direction, the bottom landing shall be at least 72" long and as wide as the ramp. It was measured at 66".
5. Diameter: The diameter of the handrail shall be between 1-1/4" and 1-1/2" in cross-sectional nominal dimension.

OR

Provide the shape of an equivalent gripping surface. (Note: Standard pipe sizes designated by the industry as 1-1/4" to 1-1/2" are acceptable for purposes of this section).

**RAMP
PICTURES**



BUILDING ENTRANCES AND EXITS

Location Information:



425 Hwy 49

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments																												
10.1	Entrances Serving Site Arrival Points	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there at least one accessible entrance connected by an accessible route to each type of existing site arrival point (i.e.: public transportation stops, accessible parking and passenger loading zones, and public streets or sidewalks)? (Use Form 3 - Exterior Routes of Travel) 4.14.1. 4.3, 4.3.2(1) /// 1114B.1.2																													
10.2	Entrance Sign	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are all accessible entrances identified by an ISA? 28 CFR 35.163(b)1 /// 1117B.5.8.1.2	The accessible entrance shall be identified by an 6" x 6" ISA sign.																												
10.3	Directional Sign	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	If an entrance is not accessible, are there directional signs indicating the location of the nearest accessible entrance? 4.1.2(7)(c) /// 1117B.5.8.1.2																													
10.4	Doors	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	At each accessible entrance to a building or facility is there at least one accessible door complying with the requirements below? 4.1.3(7)(a); 4.13.1 /// 1133B.1.1.1.1, 1133B.2																													
10.5	Clear Door Opening	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	When the door is open 90 degrees, is there a clear opening width at least 32" measured between the face of the door and the doorstop on the latch side? 4.13.5 /// 1133B.1.1.1.1, 1133B.2.2																													
10.6	Door Maneuvering Space	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If the door is not automatic or power assisted, does it have maneuvering space relative to the direction of approach as shown in CBC Fig. 11B-26? <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Approach</th> <th>Side</th> <th>Width</th> <th>Depth</th> </tr> </thead> <tbody> <tr> <td>Front</td> <td>Pull</td> <td>D + 18" *</td> <td>60"</td> </tr> <tr> <td>Front</td> <td>Push</td> <td>D + 0" **</td> <td>48"</td> </tr> <tr> <td>Latch</td> <td>Pull</td> <td>D + 24"</td> <td>60"</td> </tr> <tr> <td>Latch</td> <td>Push</td> <td>D + 24"</td> <td>44"</td> </tr> <tr> <td>Hinge</td> <td>Pull</td> <td>D + 36"</td> <td>60"</td> </tr> <tr> <td>Hinge</td> <td>Push</td> <td>54" ****</td> <td>44" ****</td> </tr> </tbody> </table> <p>* D + 18" at interior doors. ** D + 12" if door has both a latch and a closer. *** 48" if door has closer. **** Measured from latch toward hinge. ***** 48" if door has both a latch and a closer. 4.13.6 /// 1133B.2.4.2, Fig. 11B-26</p>	Approach	Side	Width	Depth	Front	Pull	D + 18" *	60"	Front	Push	D + 0" **	48"	Latch	Pull	D + 24"	60"	Latch	Push	D + 24"	44"	Hinge	Pull	D + 36"	60"	Hinge	Push	54" ****	44" ****	
Approach	Side	Width	Depth																													
Front	Pull	D + 18" *	60"																													
Front	Push	D + 0" **	48"																													
Latch	Pull	D + 24"	60"																													
Latch	Push	D + 24"	44"																													
Hinge	Pull	D + 36"	60"																													
Hinge	Push	54" ****	44" ****																													
10.7	Door Maneuvering Space	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the floor level (2% max) and clear within the required maneuvering space? 4.13.6 /// 1133B.2.4																													
10.8	Kick Plate	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the bottom 10" of all doors except automatic and sliding have a smooth, uninterrupted surface on the push side to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition? /// 1133B.2.6																													
10.9	Door Threshold	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the thresholds at doorways no higher than 1/2"? Are changes in level between 1/4" and 1/2" beveled at 1:2 or less? 4.13.8 /// 1133B.2.4.1																													

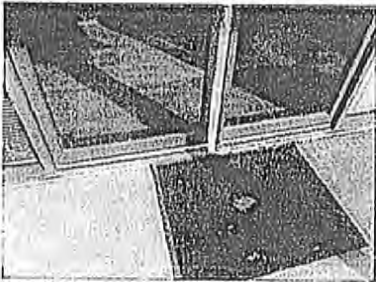
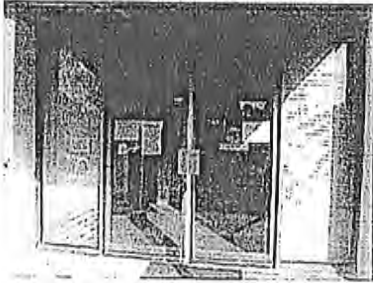
425 Hwy 49

10.10	Door Hardware	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are all handles, locks, and latches or other operative devices operable with one hand? 4.13.9 /// 1133B.2.5.2	
10.11	Door Operating Effort	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the force required to operate a door no greater than 5 lbs? (Fire doors may have up to 15 lbs to achieve positive latching). 4.27.4 /// 1133B.2.5	
10.12	Other Door Requirements	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Does the entrance door comply with all applicable requirements of Survey Form 11 - Doors and Gates? If not, check the "No" field and enter all non-complying item numbers in the comment field (to the right of this box). This will eliminate the need to fill out Form 11 for this entrance. 4.13 /// 1133B.1	
10.13	Tactile Exit Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At each grade level exterior exit door is there a tactile/Braille exit sign with the word "EXIT" mounted on the wall adjacent to the latch side of the door? 4.1.3(16); 4.30.1 /// 1011.3 item 1	At each grade level exterior exit door there shall be a tactile/Braille exit sign with the word "EXIT" mounted on the wall adjacent to the latch side of the door
10.14	Tactile Exit Signs	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	At each exit door leading to a grade-level exterior exit by means of a stairway or ramp, is there a tactile/Braille exit sign with the words "EXIT STAIRS DOWN (or UP)" or "EXIT RAMP DOWN (or UP)" mounted on the wall adjacent to the latch side of the door? 4.1.3(16); 4.30.1 /// 1011.3 item 2	
10.15	Tactile Exit Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At each exit door that leads to a grade-level exterior exit by means of an exit enclosure that does not utilize a stair or ramp, or by means of an exit passageway, is there a tactile/Braille exit sign with the words "EXIT ROUTE" mounted on the wall adjacent to the latch side of the door? 4.1.3(16); 4.30.1 /// 1011.3 item 3	
10.16	Directional Exit Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is there directional signage posted at all inaccessible exits indicating the direction to the nearest accessible exit? The sign must be located so that the route does not have to be retraced, and must comply with the requirements for visual signs. 4.1.6(1)(h) /// 1007.7	
10.17	Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

SCOPE: Click here to enter text.

1. The accessible entrance shall be identified by an 6" x 6" ISA sign.
2. Provide thresholds at doorways no higher than 1/2"? Are changes in level between 1/4" and 1/2" beveled at 1:2 or less. No rise shall exceed 3/8" vertical.
3. At each grade level exterior exit door there shall be a tactile/Braille exit sign with the word "EXIT" mounted on the wall adjacent to the latch side of the door.

BUILDING ENTRANCE AND EXIT PICTURES



425 Hwy 49

BUILDING LOBBIES AND CORRIDORS

INTERIOR ACCESSIBLE ROUTE

Location Information: 425

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments																												
12.1A	Accessible Route	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is there an accessible route of travel connecting accessible entrances with all accessible elements and spaces within the building? 4.1.3(1) 4.3.2(3) /// 1114B.1.2																													
12.2A	Width – General	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is the accessible route of travel, except at doorways, at least 44" wide where the occupancy load is ≥10, or at least 36" where the occupancy load is <10? 4.3.3 /// 1133B.3.1																													
12.3A	U-Turn	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Where the accessible route of travel makes a U-turn around an obstacle which is less than 48" wide, is the accessible route at least 42" wide on the approaches and 48" wide in the turn? Fig. 7(b) /// Fig 11B-5E	Provide accessible route of travel to makes U-turns around an obstacle which is less than 48" wide, the accessible route at least 42" wide on the approaches and 48" wide in the turn																												
12.4A	Floor Surface	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the floor surfaces on the accessible route of travel stable, firm, and slip-resistant? 4.5.1 /// 1124B.1																													
13.5A	Clear Door Opening	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	When the door is open 90 degrees, is there a clear opening width at least 32" measured between the face of the door and the doorstop on the latch side? (Check the N/A box if doors are being documented by another portion of your survey.) 4.13.5 /// 1133B.1.1.1.1, 1133B.2.2																													
12.6A	Door Maneuvering Space	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	<p>If the door is not automatic or power assisted, does it have maneuvering space relative to the direction of approach as shown in CBC Fig. 11B-26?</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Approach</th> <th>Side</th> <th>Width</th> <th>Depth</th> </tr> </thead> <tbody> <tr> <td>Front</td> <td>Pull</td> <td>D + 18" *</td> <td>60"</td> </tr> <tr> <td>Front</td> <td>Push</td> <td>D + 0" **</td> <td>48"</td> </tr> <tr> <td>Latch</td> <td>Pull</td> <td>D + 24"</td> <td>60"</td> </tr> <tr> <td>Latch</td> <td>Push</td> <td>D + 24"</td> <td>44"</td> </tr> <tr> <td>Hinge</td> <td>Pull</td> <td>D + 36"</td> <td>60"</td> </tr> <tr> <td>Hinge</td> <td>Push</td> <td>54" ****</td> <td>44" *****</td> </tr> </tbody> </table> <p>* D + 24" at exterior doors. ** D + 12" if door has both a latch and a closer. *** 48" if door has closer. **** Measured from latch toward hinge. ***** 48" if door has both a latch and a closer.</p> <p>4.13.6 /// 1133B.2.4.2, Fig. 11B-26</p>	Approach	Side	Width	Depth	Front	Pull	D + 18" *	60"	Front	Push	D + 0" **	48"	Latch	Pull	D + 24"	60"	Latch	Push	D + 24"	44"	Hinge	Pull	D + 36"	60"	Hinge	Push	54" ****	44" *****	
Approach	Side	Width	Depth																													
Front	Pull	D + 18" *	60"																													
Front	Push	D + 0" **	48"																													
Latch	Pull	D + 24"	60"																													
Latch	Push	D + 24"	44"																													
Hinge	Pull	D + 36"	60"																													
Hinge	Push	54" ****	44" *****																													
12.7A	Door Hardware	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are all handles, locks, and latches or other operative devices operable with one hand? 4.13.9 /// 1133B.2.5.2																													
12.8A	Door Operating Effort	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the force required to operate a door no greater than 5 lbs? (Fire doors may have up to 15 lbs to achieve positive latching). 4.27.4 /// 1133B.2.5																													

425 Hwy 49

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
12.9A	Revolving Door	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	If a revolving door or turnstile is used on an accessible route, is an accessible door or gate provided adjacent to the revolving door or turnstile to facilitate the same use pattern? 4.13.2 /// 1133B.2.3.4	
12.10A	Other Door Requirements	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Does the door comply with all applicable requirements of Survey Form 11 - Doors and Gates? If not, check the "No" field and enter all non-complying item numbers in the comment field (to the right of this box). This will eliminate the need to fill out Form 11 for this interior accessible route. 4.13 /// 1133B.1	
12.11A	Directional and Informational Signs	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Do signs which provide direction to, or information about, functional spaces of the building comply with the requirement for visual signage? EXCEPTION: Building directories, menus, and all other signs which are temporary are not required to comply. 4.30.2, 3, 5 /// 1117B.5.1 item 2	
12.12A	Room/Space Identification Signs	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Do signs which identify permanent rooms and spaces comply with the visual and tactile/Braille requirements below? (Check the N/A box if room identification signs are being documented by another portion of your survey.) 4.30.2, 4, 5, 6 /// 1117B.5.1 item 1	
12.13A	Tactile Exit Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At each grade level exterior exit door is there a tactile/Braille exit sign with the word "EXIT" mounted on the wall adjacent to the latch side of the door? 4.1.3(16); 4.30.1 /// 1011.3 item 1	
12.14A	Tactile Exit Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At each exit door leading to a grade-level exterior exit by means of a stairway or ramp, is there a tactile/Braille exit sign with the words "EXIT STAIRS DOWN (or UP)" or "EXIT RAMP DOWN (or UP)" mounted on the wall adjacent to the latch side of the door? 4.1.3(16); 4.30.1 /// 1011.3 item 2	
12.15A	Tactile Exit Signs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At each exit door that leads to a grade-level exterior exit by means of an exit enclosure that does not utilize a stair or ramp, or by means of an exit passageway, is there a tactile/Braille exit sign with the words "EXIT ROUTE" mounted on the wall adjacent to the latch side of the door? 4.1.3(16); 4.30.1 /// 1011.3 item 3	
12.16A	Side of Doors	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are permanent identification signs located on the approach side of the door as one enters the room or space? Are exit signs located on the approach side of the door as one exits the room or space? /// 1117B.5.7	
12.17A	Mounting Location	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are tactile signs mounted on the wall adjacent to the latch side of the door at 60" on-center? AFF? (At double leaf doors, are the signs placed on the nearest adjacent wall?) 4.30.6 /// 1117B.5.7	
12.18A	Approach	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Can a person approach to within 3" of tactile signs without encountering protruding objects or standing within the swing of the door? 4.30.6 /// 1117B.5.7	
12.19A	Raised and Braille Characters	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the characters on tactile signs accompanied by Grade 2 Braille? Is the Braille placed a min. of 3/8" and a max. of 1/2" below the tactile characters, flush left or centered? If the tactile text is multi-lined, is all Braille placed together below all lines of tactile text? Are the dots within each Braille cell 1/10" on-center? 4.30.4 /// 1117B.5.5 items 1& 4, 1117B.5.6	
12.20A	Character Size	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the raised characters on tactile signs between 5/8" and 2" high and raised at least 1/32"? 4.30.4 /// 1117B.5.5	

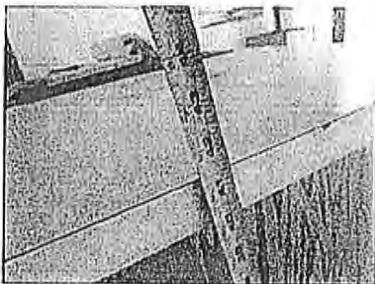
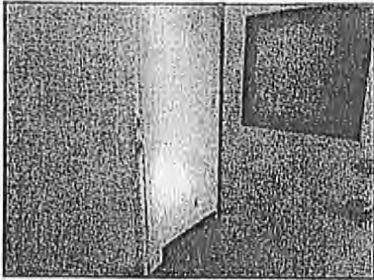
425 Hwy 49

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
12.21A	Upper Case	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the raised characters on tactile signs upper case, and sans serif or simple serif? 4.30.4 /// 1117B.5.5.1	
12.22A	Contrast	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Do the characters on signs contrast with their background (light-on-dark or dark-on-light) and do the signs have a non-glare finish? 4.30.5 /// 1117B.5.2	
12.23A	Other Identification Signage Requirements	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Does the sign comply with all applicable requirements of Survey Form 19 - Signage? If not, check the "No" field and enter all non-complying item numbers in the comment field (to the right of this box). This will eliminate the need to fill out Form 11 for this entrance. 4.30 /// 1117B.5	
12.24A	Counter Height	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	At reception, transaction, or security counters, is there a portion of the main counter at least 36" long and no more than 34" high? 4.32.4 /// 1122B.4	Provide at the transaction counter a portion of the main counter at least 36" long and no more than 28"-34" high
12.25A	Counter Knee Space	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Where seated service at a counter is provided, is the knee space at least 27" high, 30" wide, and 19" deep? 4.32.3 /// 1122B.3	
12.26A	Changes in Level	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are ramps or elevators used for changes in level greater than 1/2"? (Platform lifts may only be used in certain limited situations.) 4.1.3(5) /// 1124B.2	
12.27A	Protruding Objects	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If objects mounted to the wall have leading edges between 27 and 80" from the floor, do they project less than 4" into the circulation path? (Wall mounted objects with leading edges at or below 27" may project any amount so long as the required clear width of an accessible route is not reduced.) 4.4.1 /// 1133B.8.6.1	
12.28A	Head Room	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there at least 80" clear head room within the pedestrian circulation area, including the accessible route of travel? 4.4.2 /// 1133B.8.6.2	
12.29A	Alarms	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	If emergency warning systems are provided, do they include both audible alarms and visual alarms complying with Survey Form 20 - Alarms? 4.1.3(14); 4.28 /// 907.9.1, 907.9.2, 1114B.2.2	

Scope:

1. **Based on the current facility purchased/funded by a public agency there is a requirement of an vertical accessible path of travel of elevators and/or ramps between the floor above and below the main floor.**
2. Provide the doors when open 90 degrees, there shall be a clear opening width at least 32" measured between the face of the door and the doorstop on the latch side. Several of the doors do not provide 32" clearance.
3. The facility is vacant and the interior accessible path of travel circulation could not be measured.
4. Provide all handles, locks, and latches or other operative devices shall be operable with one hand.
5. Provide at the transaction counter a portion of the main counter at least 36" long and no more than 28"-34" high. It was measured at 41.5" aff.

**BUILDING LOBBIES AND CORRIDORS
PICTURES**



425 Hwy 49

STAIRS

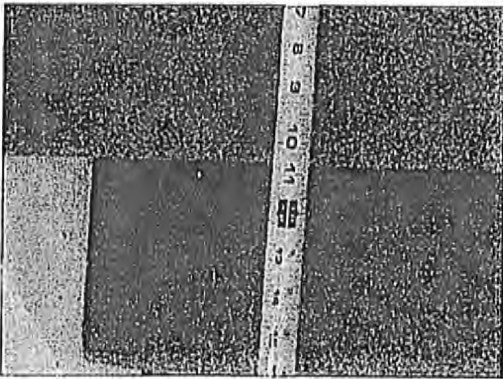
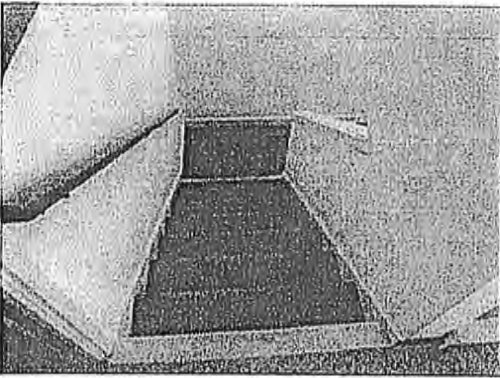
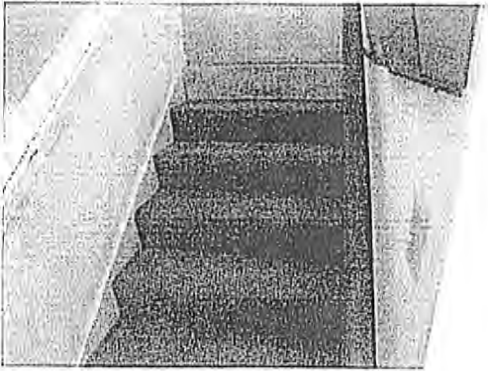
Location Information: 425 Interior

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
8.1	Stairs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Do public and common use interior and exterior stairs comply with the accessibility requirements below? 4.1.3(4) /// 1114B.1.1, 1133B.4	
8.2	Risers/Treads	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the risers closed? 4.9.2 /// 1133B.4.5.3	
8.3	Risers/Treads	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are the treads uniform and at least 11" wide measured from riser to riser and are the risers all uniform and between 4" and 7" in height? 4.9.2 /// 1009.3, 1133B.4.5.3	
8.4	Color Strip Interior Stairs	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a solid contrasting color stripe 2" wide parallel to and not more than 1" away from the nosing on the upper approach and the lower thread of the stairway? /// 1133B.4.4	
8.5	Color Strip Exterior Stairs	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Is there a solid contrasting color stripe 2" wide parallel to and not more than 1" away from the nosing on the upper approach and all threads of the stairway? /// 1133B.4.4	
8.6	Nosings	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Do stair nosings project no more than 1-1/4" past the face of the riser below? Is the transition from the nosing to the riser free of abrupt edges? (The 2007 CBC requires that stair nosings project no more than 1-1/4". The 2001, 1998 & 1995 CBC required that stair nosings project no more than 1-1/2". There is no requirement to retroactively alter existing nosing projections of 1-1/2" when constructed in compliance with the building code in effect at the time of original construction.) 4.9.3 /// 1009.3.3, 1133B.4.5.2	
8.7	Continuous Handrails	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are there continuous handrails along both sides? 4.9.4(1) /// 1133B.4.1.1	
8.8	Handrails	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	On dogleg or switchback stairs, is the inside handrail continuous at landings? 4.9.4(1) /// 1133B.4.2.2 Exception 1	
8.9	Handrail Extensions	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Do the handrails extend a min. of 12" beyond the top nosing and 12" plus the tread width, beyond the bottom nosing, and are the tops of handrails between 34" and 38" above the stair nosings? 4.9.4(5), (2) /// 1133B.4.2.1, 1133B.4.2.2	
8.10	Diameter and Clearance	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is the diameter of the handrail between 1-1/4" and 1-1/2" in cross-sectional nominal dimension or equivalent, and is the clear space between handrails and walls exactly 1-1/2"? 4.26.2 /// 1133B.4.2.5, 1133B.4.2.6	
8.11	Stairway Width	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are stairways serving an area of rescue assistance at least 48" wide between handrails? 4.3.11.3 /// 1007.3, 1007.6	
8.12	Hazards	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are handrail edges free of sharp or abrasive elements and do they have edges with a min. radius of 1/8"? 4.26.4 /// 1133B.4.2.6	
8.13	Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

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SCOPE:

1. Provide stairways serving an area of rescue assistance at least 48" wide between handrails. The stairs were measured at less than 36" wide.
2. The treads shall be uniform and at least 11" wide measured from riser to riser and are the risers all uniform and between 4" and 7" in height. The treads were measured at 10.5".
3. Provide continuous handrails along both sides.
4. On dogleg or switchback stairs, the inside handrail shall be continuous at landings.
5. The handrails shall extend a min. of 12" beyond the top nosing and 12" plus the tread width, beyond the bottom nosing, and the tops of handrails shall be between 34" and 38" above the stair nose.
6. The diameter of the handrails shall be between 1-1/4" and 1-1/2" in cross-sectional nominal dimension or equivalent, and is the clear space between handrails and walls exactly 1-1/2"



425 Hwy 49

STAIRS

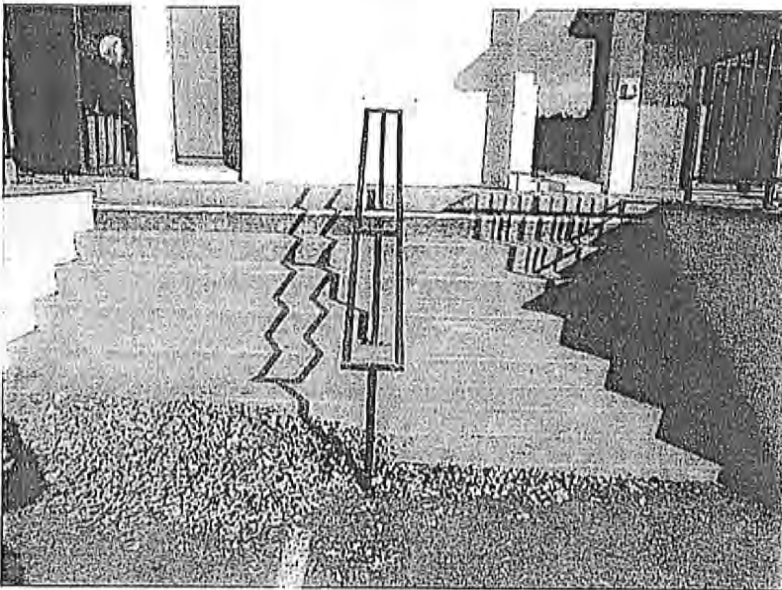
Location Information: 425 Exterior

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
8.1	Stairs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Do public and common use interior and exterior stairs comply with the accessibility requirements below? 4.1.3(4) /// 1114B.1.1, 1133B.4	
8.2	Risers/Treads	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the risers closed? 4.9.2 /// 1133B.4.5.3	
8.3	Risers/Treads	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the treads uniform and at least 11" wide measured from riser to riser and are the risers all uniform and between 4" and 7" in height? 4.9.2 /// 1009.3, 1133B.4.5.3	
8.4	Color Strip Interior Stairs	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Is there a solid contrasting color stripe 2" wide parallel to and not more than 1" away from the nosing on the upper approach and the lower thread of the stairway? /// 1133B.4.4	
8.5	Color Strip Exterior Stairs	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is there a solid contrasting color stripe 2" wide parallel to and not more than 1" away from the nosing on the upper approach and all threads of the stairway? /// 1133B.4.4	
8.6	Nosings	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Do stair nosings project no more than 1-1/4" past the face of the riser below? Is the transition from the nosing to the riser free of abrupt edges? (The 2007 CBC requires that stair nosings project no more than 1-1/4". The 2001, 1998 & 1995 CBC required that stair nosings project no more than 1-1/2". There is no requirement to retroactively alter existing nosing projections of 1-1/2" when constructed in compliance with the building code in effect at the time of original construction.) 4.9.3 /// 1009.3.3, 1133B.4.5.2	
8.7	Continuous Handrails	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are there continuous handrails along both sides? 4.9.4(1) /// 1133B.4.1.1	
8.8	Handrails	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	On dogleg or switchback stairs, is the inside handrail continuous at landings? 4.9.4(1) /// 1133B.4.2.2 Exception 1	
8.9	Handrail Extensions	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Do the handrails extend a min. of 12" beyond the top nosing and 12" plus the tread width, beyond the bottom nosing, and are the tops of handrails between 34" and 38" above the stair nosings? 4.9.4(5), (2) /// 1133B.4.2.1, 1133B.4.2.2	
8.10	Diameter and Clearance	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Is the diameter of the handrail between 1-1/4" and 1-1/2" in cross-sectional nominal dimension or equivalent, and is the clear space between handrails and walls exactly 1-1/2"? 4.26.2 /// 1133B.4.2.5, 1133B.4.2.6	
8.11	Stairway Width	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are stairways serving an area of rescue assistance at least 48" wide between handrails? 4.3.11.3 /// 1007.3, 1007.6	
8.12	Hazards	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Are handrail edges free of sharp or abrasive elements and do they have edges with a min. radius of 1/8"? 4.26.4 /// 1133B.4.2.6	
8.13	Other	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

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SCOPE:

1. Provide continuous handrails along both sides.
2. The handrails shall extend a min. of 12" beyond the top nosing and 12" plus the tread width, beyond the bottom nosing, and the tops of handrails shall be between 34" and 38" above the stair nose.
3. The diameter of the handrails shall be between 1-1/4" and 1-1/2" in cross-sectional nominal dimension or equivalent, and is the clear space between handrails and walls exactly 1-1/2"
4. Provide a solid contrasting color stripe 2" wide parallel to and not more than 1" away from the nosing on the upper approach and all threads of the stairway.



425 Hwy 49

TOILET FACILITIES

Location Information: 425

Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments																												
16.1	Toilet Rooms	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If toilet rooms are provided, does each public and common use toilet room comply with the requirements below? (A common use toilet room is used for a restricted group of people such as occupants of a building or employees of a company.) 4.1.2(6); 4.1.3(11); 4.22.1 /// 1115B.1	Dimensionally too small for accessible restrooms,																												
16.2	Gender Separate Toilet Rooms	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where separate facilities are provided for persons of each sex, are these facilities accessible? /// 1115B.1.1																													
16.3	Unisex Toilet Rooms	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where unisex facilities are provided are these facilities accessible? /// 1115B.1.1																													
16.4	Accessible Route of Travel	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the toilet room located on an accessible route of travel? 4.22.1 /// 1115B.1																													
16.5	Fixtures	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If provided, are each of the following accessible fixtures and controls located on an accessible route within the toilet room? - Water closet (WC) - Lavatory - Urinal - Controls, Dispensers, and Mirrors 4.22.3 /// 1115B.1																													
16.6	Entry Doors	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the door comply with the requirements below? 4.22.2 /// 1115B.5																													
16.7	Clear Door Opening	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	When the door is open 90 degrees, is there a clear opening width at least 32" measured between the face of the door and the doorstop on the latch side? 4.13.5 /// 1133B.2.2																													
16.8	Door Swing	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the door swing not intrude into the clear floor space at any fixture? 4.22.2 /// 1115B.5																													
16.9	Door Maneuvering Space	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If the door is not automatic or power assisted, does it have maneuvering space relative to the direction of approach as shown in CBC Fig. 11B-26? <table border="1" style="margin: 10px auto;"> <thead> <tr> <th>Approach</th> <th>Side</th> <th>Width</th> <th>Depth</th> </tr> </thead> <tbody> <tr> <td>Front</td> <td>Pull</td> <td>D + 18" *</td> <td>60"</td> </tr> <tr> <td>Front</td> <td>Push</td> <td>D + 0" **</td> <td>48"</td> </tr> <tr> <td>Latch</td> <td>Pull</td> <td>D + 24"</td> <td>60"</td> </tr> <tr> <td>Latch</td> <td>Push</td> <td>D + 24"</td> <td>44"</td> </tr> <tr> <td>Hinge</td> <td>Pull</td> <td>D + 36"</td> <td>60"</td> </tr> <tr> <td>Hinge</td> <td>Push</td> <td>54" ****</td> <td>44" *****</td> </tr> </tbody> </table> * D + 24" at exterior doors. ** D + 12" if door has both a latch and a closer. *** 48" if door has closer. **** Measured from latch toward hinge. ***** 48" if door has both a latch and a closer. 4.13.6 /// 1133B.2.4.2, Fig. 11B-26	Approach	Side	Width	Depth	Front	Pull	D + 18" *	60"	Front	Push	D + 0" **	48"	Latch	Pull	D + 24"	60"	Latch	Push	D + 24"	44"	Hinge	Pull	D + 36"	60"	Hinge	Push	54" ****	44" *****	
Approach	Side	Width	Depth																													
Front	Pull	D + 18" *	60"																													
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Latch	Pull	D + 24"	60"																													
Latch	Push	D + 24"	44"																													
Hinge	Pull	D + 36"	60"																													
Hinge	Push	54" ****	44" *****																													
16.10	Door Hardware	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are all handles, locks, and latches or other operative devices operable with one hand? 4.13.9 /// 1133B.2.5.2																													

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Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
16.11	Door Operating Effort	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the force required to operate a door no greater than 5 lbs? (Fire doors may have up to 15 lbs to achieve positive latching). 4.27.4 /// 1133B.2.5	
16.12	Other Door Requirements	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the door comply with all applicable requirements of Survey Form 11 - Doors and Gates? If not, check the "No" field and enter all non-complying item numbers in the comment field (to the right of this box). This will eliminate the need to fill out Form 11 for this interior accessible route. 4.13 /// 1133B.2	
16.13	Identification Symbols	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is each doorway leading to a men's toilet room identified by an equilateral triangle 1/4" thick with edges 12" long, and is each women's toilet room identified by a circle, 1/4" thick and 12" in diameter? (Unisex facilities shall be identified by a 12" circle, 1/4" with a 1/4" thick triangle superimposed and within the circle.) /// 1115B.6	
16.14	Identification Symbols	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the geometric symbol centered on the door leaf at a height of 60" and is the symbol's color and contrast distinctly different from the color and contrast of the door? /// 1115B.6	
16.15	Room/Space Identification Signs	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	In addition, is there a tactile room identification sign complying with the requirements below? 4.30.1 /// 1117B.5.1 item 1	
16.16	Gender	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the gender indicated on the sign by raised letters (men's, women's, boys', girls')? 4.30.4 /// 1117B.5.1 item 2	
16.17	Pictogram	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a gender pictogram provided directly above the raised letters (pictograms are optional)? 4.1.3(16)(a) /// 1117B.5.5 item 3	
16.18	ISA	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If the toilet room is accessible, is the room identified by an ISA? 4.1.3(16)(b) /// 1117B.5.1 item 3	
16.19	Mounting Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are tactile signs mounted on the wall adjacent to the latch side of the door at 60" on-center AFF? (At double leaf doors, are the signs placed on the nearest adjacent wall?) 4.30.6 /// 1117B.5.7	
16.20	Approach	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Can a person approach to within 3" of tactile signs without encountering protruding objects or standing within the swing of the door? 4.30.6 /// 1117B.5.7	
16.21	Raised and Braille Characters	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the characters on tactile signs accompanied by Grade 2 Braille? Is the Braille placed a min. of 3/8" and a max. of 1/2" below the tactile characters, flush left or centered? If the tactile text is multi-lined, is all Braille placed together below all lines of tactile text? Are the dots within each Braille cell 1/10" on center? 4.30.4 /// 1117B.5.5 items 1& 4, 1117B.5.6	
16.22	Character Size	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the raised characters on tactile signs between 5/8" and 2" high and raised at least 1/32"? 4.30.4 /// 1117B.5.5	
16.23	Upper Case	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are the raised characters on tactile signs upper case, and sans serif or simple serif? 4.30.4 /// 1117B.5.5.1	
16.24	Contrast	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Do the characters on signs contrast with their background (light-on-dark or dark-on-light) and do the signs have a non-glare finish? 4.30.5 /// 1117B.5.2	
16.25	Other Identification Signage Requirements	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the sign comply with all applicable requirements of Survey Form 19 - Signage? If not, check the "No" field and enter all non-complying item numbers in the comment field (to the right of this box). This will eliminate the need to fill out Form 11 for this entrance. 4.30 /// 1117B.5	

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Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
16.26	Floor Surface	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Is the surface of the toilet room stable, firm, and slip resistant? 4.2.4.3 /// 1124B.1	
16.27	Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Is there an unobstructed turning space (a 60" diameter circle or T-shaped space) in the toilet room? (The clear floor space of fixtures and controls, the accessible route of travel, and the turning space may overlap.). 4.2.2.3; Fig 3 /// 1115B.3.1 Item 1, 1115B.3.2 item 1	
16.28	Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Other than the door to the accessible WC compartment, no door, in any position, encroaches into this turning space for more than 12". /// 1115B.3.1 Item 1, 1115B.3.2 item 1	
16.29	Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Is the waste bin located where it does not protrude into any required accessible route of travel, turning space, door swing, or any clear floor space of fixtures or dispensers? 4.1.3(11) /// 1115B.1	
16.30	Stall Door Width	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	In front entry stalls: When the stall door is open 90 degrees, is there a clear opening of at least 32" measured between the face of the door and the edge of the partition on the latch side? 4.17.5; /// 1115B.3.1 item 4.4	
16.31	Stall Door Width	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	In side entry stalls: When the stall door is open 90 degrees, is there a clear opening of at least 34" measured between the face of the door and the edge of the partition on the latch side? /// 1115B.3.1 item 4.4	
16.32	Stall Door Hardware	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the stall door have U-pulls on both sides and a locking mechanism operable with one hand without tight grasping, pinching, or twisting of the wrist? 4.17.5 /// 1115B.3.1 item 4.5	
16.33	Stall Door	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Is the stall door self-closing? /// 1115B.3.1 item 4.4	
16.34	Stall Door Strike Edge	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the stall door opens out at the end of an aisle, is there at least 18" of maneuvering space at the latch side of the stall door? 4.17.5; 4.13.6 /// 1115B.3.1 item 4.5	
16.35	Approach Aisle to Stall	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the stall door swings out, is the aisle approaching the stall at least 60" wide? 4.17.5 /// 1115B.3.1 item 4.5	
16.36	Stall Width	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Is the stall at least 60" wide? Fig. 30 (a) /// 1115B.3.1 item 4.1	
16.37	Stall Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the stall has a side entry stall door, is there a 60" by 60" clear floor space in front of the WC? /// 1115B.3.1 item 4.2	
16.38	Stall Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the stall has an in-swinging side entry stall door, is there a 60" min wide by 56" min deep space for a wall-mounted WC, or a 60" min wide by 59" min deep space for floor-mounted WC? Fig. 30 (a-1) /// Fig 11B-1B	
16.39	Stall Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the stall has an end entry stall door, is there at least a 60" wide by 48" deep clear floor space in front of the WC? /// 1115B.3.1 item 4.3	
16.40	Stall Door Locations	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the stall has an end entry stall door, is the stall door located in front of the clear floor space - diagonal to the WC - with a maximum stile width of 4 inches? Fig. 30 (a) /// 1115B.3.1 item 4.3	
16.41	Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Is there a minimum 32" wide clear floor space from a wall at one side of the WC to allow a side transfer? /// 1117B.4.1 item 1, Fig. 11B-1B	
16.42	Maneuvering Space	Yes No N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If there is another fixture alongside the toilet, is there a clear floor space at 60" from the wall adjacent to the toilet to the next fixture? /// 1115B.4.1 item 1, Fig. 11B-1A	

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Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
16.43	WC not in Stalls	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If the WC is not in a stall, is there a clear floor space at least 60" wide by 48" deep in front of the WC to allow for a front transfer? /// 1115B.4.1 item 2, Fig. 11B-1A	
16.44	WC Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the centerline of the WC 18" from a wall or partition? 4.22.4 /// 1115B.4.1 item 1	
16.45	WC Seat	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the top of the WC seat between 17" and 19" AFF? 4.16.3 /// 1115B.4.1 item 4	
16.46	WC Flush Controls	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are flush controls automatic or operable with one hand and located on the wide side of the WC where the clear floor space is provided? 4.16.5; 4.27.4 /// 1115B.4.1 item 5	
16.47	Toilet Paper Dispenser	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the toilet paper dispenser centered within 7"-9" of the front edge of the toilet seat, no more than 36" to the far edge from the rear wall and centered at least 19" AFF? 4.16.6 /// 1115B.8.4	
16.48	Toilet Paper Dispenser	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the toilet paper dispenser mounted below the side grab bar? 4.26.2 /// 1115B.8.4	
16.49	Toilet Paper Dispenser	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the toilet paper dispenser allow continuous paper delivery? 4.16.6 /// 1115B.8.4	
16.50	Seat Cover Dispenser	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the highest operable part of the seat cover dispenser no higher than 40 inches AFF? /// 1115B.8.3	
16.51	Grab Bars	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a 42" side grab bar and a 36" rear grab bar in the stall, centered at 33 AFF? (The rear grab bar may be centered at 36" AFF at tank-type toilets.) 4.17.6 /// 1115B.4.1 items 3.1 & 3.2, Fig. 11B-1A	
16.52	Grab Bar Diameter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the outside diameter of the grab bar between 1-1/4" and 1-1/2"? 4.17.6 /// 1115B.7.1	
16.53	Grab Bar Wall Clearance	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the space between the grab bar and the wall exactly 1-1/2 inches? 4.17.6 /// 1115B.7.1	
16.54	Grab Bar Clearance	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is any dispenser located so that it does not obstruct the use of the grab bar (e.g., no closer than 18" above and 2" below the tangent point of the grab bar unless dispenser is recess, flush with wall and has no sharp edges)? 4.26.2 ///	
16.55	Hazards at Grab Bars	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are grab bars and adjacent walls free of sharp or abrasive elements? 4.26.4 /// 1115B.7.3	
16.56	Side Grab Bar	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the side grab bar extend at least 54" min beyond the rear wall while the other end is a maximum of 12" from the rear wall, with the front end positioned 24" min. in front of the WC? Fig. 29 /// 1115B.4.1 item 3.1	
16.57	Rear Grab Bar	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the rear grab bar extend from the centerline of the WC 12" min. on one side and 24" min. on the other side? Fig. 29 /// 1115B.4.1 item 3.2	
16.58	Semi-Ambulant Stall	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where 6 or more toilet stalls are provided, in addition to the 60" wide accessible stall, is at least one semi-ambulant stall 36" wide with an outward swinging, self-closing door provided? 4.22.4 /// 1115B.3.1 item 5	
16.59	Semi Ambulant Stall	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are there two side grab bars in the semi-ambulant stall, 42" in length, and located 12" maximum from the rear wall? 4.22.4 /// 1115B.3.1 item 5, 1115B.4.1 item 3	
16.60	Urinals	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where urinals are provided, does at least one comply with the requirements below? 4.22.5 /// 1115B.4.2	
16.61	Urinal Rim Height	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the urinal have an elongated rim projecting at least 14" from the wall and a maximum of 17" AFF? 4.18.2 /// 1115B.4.2 item 1	

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Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
16.62	Clear Floor Space at Urinal	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a clear floor space at least 30" x 48" which allows a forward approach to the urinal? 4.18.3 /// 1115B.4.2 item 3	
16.63	Width Between Screens at Urinal	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If urinal screens are provided and they do not extend beyond the front edge of the urinal rim, is there at least 29" between the two panels? 4.18.3 ///	
16.64	Width Between Screens at Urinal	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If urinal screens are provided and they do extend less than 24" beyond the front edge of the urinal rim, is there at least 30" between the two panels? 4.18.3 /// 1115B.4.2 item 3	
16.65	Width Between Screens at Urinal	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If urinal screens are provided and they do extend more than 24" beyond the front edge of the urinal rim, is there at least 36" between the two panels? Fig. 4(e) /// 1118B.4 item 2, Fig. 11B-5A(b)	
16.66	Lavatories	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If lavatories are provided, does at least one lavatory meet the requirements below? 4.22.6 /// 1115B.4.3	
16.67	Lavatory Rim Height	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the lavatory rim or counter surface no higher than 34" AFF? 4.19.2 /// 1115B.4.3 item 2	
16.68	Lavatory Apron Clearance	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there at least 29" clearance from the floor to the bottom of the apron? Fig. 31 /// 1115B.4.3 item 2	
16.69	Lavatory Knee Clearance	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there at least 27" clearance from the floor to the underside of the lavatory, extending 8" minimum measured from the front edge underneath the lavatory back towards the wall? Fig. 31 /// 1115B.4.3 item 2, Fig. 11B-1D	
16.70	Lavatory Wall Projection	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the front edge of the lavatory project at least 17" from the wall? Fig. 32 /// 1115B.4.3 item 2	
16.71	Clear Floor Space at Lavatory	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a clear floor space at least 30" x 48" in front of the lavatory (extending a maximum of 19" underneath the lavatory) allowing a forward approach? 4.19.3; 4.2.4 /// 1115B.4.3 item 3	
16.72	Side Clearance at Lavatory	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a minimum of 18" from the centerline of the lavatory to the nearest sidewall or partition? /// 1115B.4.3 item 2	
16.73	Lavatory Location	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Does the clear floor space adjoin or overlap an accessible route of travel (is there at least 48" clearance between the front edge of the lavatory and the nearest obstruction)? /// 1115B.4.3 item 3	
16.74	Pipe Insulation at Lavatory	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Are drainpipes and hot water pipes insulated to protect against contact? 4.19.4 /// 1115B.4.3 item 4	
16.75	Smooth Surfaces at Lavatory	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is the area below the lavatory free of sharp or abrasive surfaces? 4.19.4 /// 1115B.4.3 item 4	
16.76	Faucet Operation at Lavatory	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Can the faucet be operated with one hand without tight grasping, pinching, or twisting of the wrist? 4.19.5 /// 1115B.4.3 item 1	
16.77	Faucet Operation at Lavatory	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If the valve is self-closing, does it remain open for at least 10 seconds? 4.19.5 /// 1115B.4.3 item 1	
16.78	Mirrors	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where mirrors are provided, does at least one mirror have the bottom edge of the reflecting surface no higher than 40" AFF? 4.19.6 /// 1115B.8.1	
16.79	Coat Hook	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Where a coat hook is provided in an accessible stall is it 48" maximum AFF? /// 1117B.8	
16.80	Dispensers Operating Height	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is at least one of each dispenser type accessible and is the highest operable part no higher than 40" AFF? (Indicate type, e.g., paper	

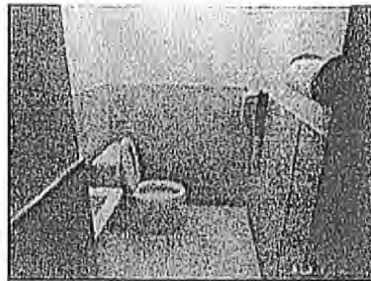
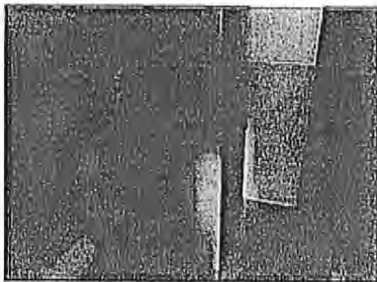
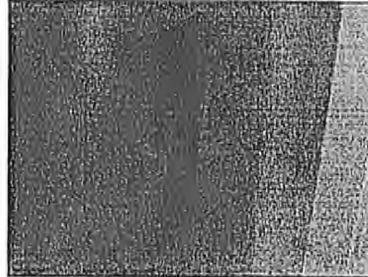
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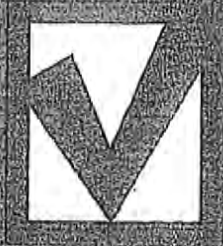
Item No.	Specific Item	Check	Technical Requirements ADA Standards///CBC Sections	As-built Dimensions Or Survey Comments
			towel dispenser [PTD], electrical dryer [ED], soap dispenser [SD], and height in inches.) /// 1115B.8.3	
16.81	Floor Space at Dispensers	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Is there a clear floor space at least 30" x 48" in front of the dispenser allowing either a forward or a parallel approach to the dispenser? 4.27.2; 4.2.4 /// 1117B.6 item 2	
16.82	Dispenser Operation	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Can the dispenser be operated with one hand without tight grasping, pinching, or twisting of the wrist? 4.27.4 /// 1117B.6 item 4	
16.83	Alarm	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	In buildings where an emergency warning system is required, is there a visual alarm (strobe) in the toilet room? 4.1.3(14) /// 907.9.1, 907.9.2, 1114B.2.2	
16.84	Other	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	If you have identified any other related barriers that were not covered by this survey form, check the "No" field and provide that information below.	

SCOPE:

1. The restrooms provide on the first and second floor are not dimensionally compliant for accessible restrooms.
2. A general rule of thumb for a rectangle single accommodation restroom allow for a 90" x 90" space for the allowance of the correct offset of accessible fixtures and accessories. Please refer to details provided.

TOILET FACILITY
PICTURES





All or part of this facility located at

425 Hwy 49, San Andreas CA

has been inspected by a Certified Access Specialist (CAsp).

ACCESS INSPECTED

THIS CERTIFICATE DOES NOT IMPLY THAT THIS FACILITY MEETS DESIGN AND CONSTRUCTION REQUIREMENTS FOR ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES.

Inspection Date: 10/9/15

CAsp Signature: *[Signature]*

CAsp Certificate #: 253

CAsp Name: Patrick Vanhousout
(Please Print)

Inspection Certificate #: 15997



EXHIBIT C

Hazmat Removal Proposals

[Attached]



Bid Proposal

Project Name: CCWD Building Interior Demolition at E. Saint Charles Street Location

Project Location: San Andreas, CA

Bid No.: 1604.1
Date: 1/20/2016

To: Robert Creamer
Calaveras County Water District
120 Toma Court
San Andreas, CA 95249

Phone: 209-754-3543

Email: RobertC@ccwd.org

K.W. Emerson, Inc.

413 W. Saint Charles Street

P.O. Box 549

San Andreas, CA 95249

Phone: 209-754-3839

Fax: 209-754-3830

CA Lic. #225085, NV Lic. #0073975

Certified UDBE, DBE & HUBZone Contractor

ID	Item Description	Quantity	Unit	Unit Price	Total Price
500	Interior Demolition	1	LS	\$14,406.00	\$14,406.00
				Total Bid:	\$14,406.00

Special Conditions:

The interior will be left clean of debris caused by demolition of interior walls.

Exclusions:

All permits, fees, bonds, surveying, testing, SWPPP, hazardous material survey and abatement, removal and disposal of hazardous materials, site conditions not shown on plans.

General Conditions:

Any and all additional work will be authorized in writing in the form of a change order by the owner prior to performance.

The itemization and unit price schedule of this proposal is for informational purposes only and subject to change if not accepted in its entirety.

All work is to be completed in a workmanlike manner according to standard practices. Any alteration to or deviation from the plans, specifications or scope outlined above involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal.

All agreements contingent upon no strikes, no accidents or delays beyond our control. Our employees are fully covered by workers compensation insurance.

This proposal may be withdrawn by us if not accepted within 60 days.

Mike McPhee, Estimator

Date



Bid Proposal

Project Name: CCWD Building Interior Demolition at E. Saint Charles Street Location

Project Location: San Andreas, CA

Bid No.: 1604.1
Date: 1/20/2016

To: Robert Creamer
Calaveras County Water District
120 Toma Court
San Andreas, CA 95249

Phone: 209-754-3543

Email: RobertC@ccwd.org

K.W. Emerson, Inc.

413 W. Saint Charles Street

P.O. Box 549

San Andreas, CA 95249

Phone: 209-754-3839

Fax: 209-754-3830

CA Lic. #225085, NV Lic. #0073975

Certified VDBE, DBE & HUBZone Contractor

Acceptance:

The above proposed prices, exclusions and conditions are satisfactory. K.W. Emerson, Inc. is hereby authorized to perform the work as specified. Payment will be made in accordance with the bank schedule and full amount to be paid upon invoice.

Customer Signature

Date



Bid Proposal

Project Name: CCWD Building Demolition at E. Saint Charles Street Location

Project Location: San Andreas, CA

Bid No.: 1604
Date: 1/20/2016

To: Robert Creamer
Calaveras County Water District
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Certified UDBE, DBE & HUBZone Contractor

ID	Item Description	Quantity	Unit	Unit Price	Total Price
103	Mobilization & Temp. Access	1	LS	\$5,358.00	\$5,358.00
202	Main Building Demolition	1	LS	\$53,274.00	\$53,274.00
203	Board Room Demolition	1	LS	\$16,337.00	\$16,337.00
300	Site Restoration	1	LS	\$8,751.00	\$8,751.00
				Total Bid:	\$83,720.00

Optional Items

200	Hazardous Materials Survey	1	LS	\$2,754.00	\$2,754.00
201	Hazardous Materials Abatement	1	LS	\$101,525.00	\$101,525.00

Special Conditions:

Hazard Materials survey and abatement can be performed at the option of CCWD prior to demolition of the building. KWE will provide temporary fencing around the work area to prevent public entry. The site will be graded and sloped with no abrupt changes in elevation.

Exclusions:

All permits, fees, bonds, surveying, testing, grading plans, SWPPP, removal and disposal of hazardous materials, site conditions not shown on plans.

General Conditions:

Any and all additional work will be authorized in writing in the form of a change order by the owner prior to performance.

The itemization and unit price schedule of this proposal is for informational purposes only and subject to change if not accepted in its entirety.



Bid Proposal

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Project Location: San Andreas, CA

Bid No.: 1604
Date: 1/20/2016

To: Robert Creamer
Calaveras County Water District
120 Toma Court
San Andreas, CA 95249

Phone: 209-754-3543
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P.O. Box 549

San Andreas, CA 95249

Phone: 209-754-3839

Fax: 209-754-3830

CA Lic. #225085, NV Lic. #0073975

Certified UDBE, DBE & HUBZone Contractor

All work is to be completed in a workmanlike manner according to standard practices. Any alteration to or deviation from the plans, specifications or scope outlined above involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal.

All agreements contingent upon no strikes, no accidents or delays beyond our control. Our employees are fully covered by workers compensation insurance.

This proposal may be withdrawn by us if not accepted within 60 days.

Mike McPhee, Estimator

Date

Acceptance:

The above proposed prices, exclusions and conditions are satisfactory. K.W. Emerson, Inc. is hereby authorized to perform the work as specified. Payment will be made in accordance with the bank schedule and full amount to be paid upon invoice.

Customer Signature

Date



668 Industrial Park Dr. #4067
Manteca, CA 95337

Office: 209-323-8999 Fax: 209-249-5336

Contractor's License #888353

Date: 1/13/16

Proposal Number: 0505

Project Name: Old Calaveras Water District Office
Project Address: 423 East Charles Street San Andreas Ca
Attention: Robert Creamer

Project Description Proposal:

Proposed Work To Include: Alt:#1 Demo and off haul specified walls on plans sheet #2.
Alt #2 Demo and remove main building and old boardroom down to dirt including concrete footings if we can save back wall for a retaining wall we will saw cut to a height that will work. We will provide temp fencing that will be taking down when we are done with demolition. Fisk demo will obtain any permits that are needed for demo and also cap sewer. Estimated price for abatement is \$20,000.00 until testing is done to determined quantities and access for abatement contractor. Estimated price for a ultra block retaining wall is \$18,000.00 at two block high wall full length of back and one side if it is determined that we can save existing wall the price will be used for saw cutting.

Proposal Exclusions Associated With Project Address:

Any and all abatement of hazardous materials. Lay out of saw cutting. .Backfill if needed. Any SWPPP needed. Any engineering for retaining wall if needed.

Total Bid: ALT #1	\$ 8,500.00
Alt #2	\$ 58,130.00
Block Wall	\$18,000.00
Abatement	\$20,000.00
	\$96,130.00 Total

Harold "Bub" Fisk, Owner
Fisk Demolition, Inc.

- Fisk Demolition, Inc. accept no responsibility or liability for any damage to buried conduit, pipe, wood, beams or footings concealed in or under concrete, asphalt, or dirt surfaces, or within the cutting, drilling, demolition or excavation depth requested and described in the original proposal.
- Any claims for damage must be reported to our office within 48 hours after the damage was done. Fisk Demolition, Inc. reserves the right to inspect this damage and repair it or subcontract repairs prior to acceptance of any back charges.
- Fisk Demolition, Inc. will not accept, or allow any percentage of retention of funds owed for this or any other project.
- Mechanic Lien Law (California Code of Civil Procedure, Sec. 1181 et seq.) will be completed prior to work being started.
- Fisk Demolition, Inc. is not responsible for any delays due to equipment malfunctions, weather, or any other causes beyond our control.
- Payment terms are net 30 days



Black Gold Paving & Sealing
 P.O. Box 1612
 San Andreas, CA 95249
 (209)754-4168 Or (209)743-6666
 blackgoldpaving_sealing@yahoo.com

Estimate

Date
 12/31/2015

Calaveras County Water District
 P.O.Box 846
 120 Toma Court
 San Andreas, Ca 95249

Job Location: HWY 49, San Andreas

Description	Total
Removal of non load bearing walls from first and second floor as discussed on our walk around on 12/16/15 Contractor will supply all necessary equipment, labor and disposal fees related to a non hazards tear down CCWD will be responsible for any permit fees, Testing and hazards waist removal or processing	3,650.00
	Total \$3,650.00

SHOULD YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL
 OUR OFFICE AT (209)754-4168 OR GLENN'S CELL AT (209)743-6666
 THANK YOU!



Black Gold Paving & Sealing
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 San Andreas, CA 95249
 (209)754-4168 Or (209)743-6666
 blackgoldpaving_sealing@yahoo.com

Estimate

Date
 12/31/2015

Calaveras County Water District
 P.O.Box 846
 120 Toma Court
 San Andreas, Ca 95249

Job Location- HWY 49, San Andreas

Description	Total
Complete Tear down Contractor will supply all necessary equipment, labor and disposal fees related to a non hazards tear down CCWD will be responsible for any permit fees, Testing and hazards waist removal or processing	48,660.00
Total	\$48,660.00

SHOULD YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL
 OUR OFFICE AT (209)754-4168 OR GLENN'S CELL AT (209)743-6666
 THANK YOU!



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 blackgoldpaving_sealing@yahoo.com

Estimate

Date
 12/31/2015

Calaveras County Water District
 P.O.Box 846
 120 Toma Court
 San Andreas, Ca 95249

Job Location: HWY 49, San Andreas

Description	Total
Ultra Block Wall 166 Lin Ft approximately 4 foot tall	17,365.00
	Total \$17,365.00

SHOULD YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL
 OUR OFFICE AT (209)754-4168 OR GLENN'S CELL AT (209)743-6666
 THANK YOU!

EXHIBIT D

Boardroom License

[Attached]

NON-REVOCABLE LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is entered into on _____, 2017, by and between Calaveras County Water District (“**Licensee**”) and Calaveras County Resource Conservation District (“**Licensor**”).

RECITALS

A. Licensor is the owner of record of that certain parcel of real property (“**Property**”) located in County of Calaveras, State of California, commonly referred to as 423 East Saint Charles Street, San Andreas, California.

B. Licensee is Licensor’s predecessor in interest to the Property and seeks a temporary license to permit the continued storage of files, office equipment and furniture, and other personal property of Licensee within that certain building located on the Property (the “**Building**”).

C. Licensor and Licensee enter into this Agreement for the purpose of Licensee receiving a non-revocable license during the term hereof for the purposes described below in this Agreement in that portion of the Building depicted in Exhibit “A” attached hereto and incorporated by this reference (“**License Area**”).

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is acknowledged, the Licensor and the Licensee agree as follows:

1. Grant. During the term of this Agreement, Licensor issues a non-revocable and non-assignable license to Licensee to allow Licensee to use the License Area and have access thereto for the continued storage of files, office equipment and furniture, and other personal property of Licensee. The permission may not be revoked by Licensor at any time during the term of this Agreement and is non-assignable by Licensee. Licensee have the exclusive right to use of the License Area.

2. Use/Maintenance. Licensor agrees that the License Area may only be used for storage purposes, including the placement and removal of stored items, and for no other purposes whatsoever. All uses of the License Area by Licensee shall be in compliance with all applicable laws. In no event shall Licensee have the right to make any alterations or modifications to the License Area without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Licensor shall, at its sole expense, repair and maintain the License Area in good condition, and keep the License Area in a clean, safe and orderly condition, and maintain the present condition. Licensor, in keeping the License Area in good order, condition and repair, shall exercise and perform good maintenance practices. Licensor’s obligations shall include restorations, replacements or renewals when necessary to keep the License Area and all

improvements thereon or a part thereof in good order, condition and state of repair. In no event shall Licensee have any right to store any personal property outside of the License Area.

3. License Fee. Licensee shall pay to Licensor a license fee payable regarding the License Area, on the first day of each month for the term hereof, monthly payments in advance of \$418.46 (the "License Fee"). License Fees for any period during the term hereof which is for less than one month shall be the appropriate pro rata portion of the License Fee. License Fees shall be payable in lawful money of the United States to Licensor at the address stated herein or to such agent of Licensor as Licensor may designate in writing. Licensee shall not be responsible for any operating expenses or current or future insurance expenses (except as set forth in Section 5), utilities, including, but not limited to electricity used by Licensee at the License Area, or real property' tax expenses.

4. Assignment. Licensee shall have no right to assign this Agreement without Licensor's prior written consent, which may be withheld in its sole discretion.

5. Insurance. Licensee shall, at Licensee's expense, obtain and keep in force during the term of this Agreement a policy of Combined Single Limit Bodily Injury and Property Damage Insurance insuring Licensee and Licensor (as an additional insured) against any liability arising out of the use of the License Area. Such insurance shall in an amount no less than \$1,000,000 per occurrence. The limits of said insurance shall not limit the liability of Licensee hereunder.

6. Damage. In the event the Property, the Building or any of the other improvements to the Property are damaged in such a manner as to affect Licensee's use or operations at the License Area, Licensee may terminate this Agreement without liability by notice to the Licensor within thirty (30) days after Licensor's damage notice. In the event Licensee desires not to terminate this Agreement, Licensor shall promptly repair such damage. Should this Agreement be continued after any destruction, Licensee shall be entitled to an equitable reduction of the License Fee to the extent such destruction interferes with Licensee's use of the License Area.

7. Default. If Licensee defaults under this Agreement and such default is not cured within ten (10) days after receipt of Licensor's written demand, Licensor shall have the right to seek all remedies it may have at law or in equity. In addition, Licensor shall have the right to terminate this Agreement upon written notice to Licensee or cure any defaults on behalf of Licensee. If Licensor elects to cure any such default, then Licensee shall reimburse Licensor for all reasonable out of pocket costs incurred in connection therewith within ten (10) days after receipt of written demand therefor.

8. Term. This Agreement shall expire and be of no further force or effect upon the earlier of (a) six (6) months after the first date set forth above or (b) the date this Agreement is terminated pursuant to the terms herein.

9. Attorneys' Fees. If any legal action is taken to enforce the terms of this Agreement by any party, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in connection with that legal action.

10. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the matters covered in this Agreement. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Agreement.

11. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each party.

12. Governing Law. This Agreement is governed by and construed in accordance with California law.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

14. Authority. Licensor and Licensee represent and warrant to each other that they have full right, power and authority to enter into this Agreement without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatory on behalf of Licensor and Licensee further represent and warrant that they have full right, power and authority to act for and on behalf of Licensor and Licensee in entering into this Agreement.

LICENSOR:

**CALAVERAS COUNTY RESOURCES
CONSERVATION DISTRICT**

By: _____
Name: _____
Its: _____

LICENSEE:

**CALAVERAS COUNTY
WATER DISTRICT**

By: _____
Name: _____
Its: _____

EXHIBIT "A"
MAP OF THE LICENSE AREA

PARCEL MAP LOT LINE ADJUSTMENT

OF

PARCELS A & B, PER P.M. 1-53, BEING A PORTION
OF LOT 5, BLOCK 3, SAN ANDREAS TOWNSITE
CALAVERAS COUNTY
SCALE: 1" = 30'

PREPARED BY:

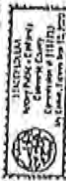
NORCAL LAND SURVEYING
6533 STANBURY ROAD
VALLEY SPRINGS, CA 95332

PREPARED FOR:

CALAVERAS COUNTY WATER DISTRICT
P.O. BOX 815
SAN ANDREAS, CA 92249

NOTARY PUBLIC:

Debra J. Linder
NOTARY PUBLIC
STATE OF CALIFORNIA



COMMISSION EXPIRES
11-10-2020

COMMISSION NUMBER: 2187733

NOTARY'S STATEMENT:
STATE OF CALIFORNIA
COUNTY OF CALAVERAS
ON January 4, 2017 before me, Debra J. Linder, a Notary Public,
PERSONALLY APPEARED Debra J. Linder
WHO PRESENTED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE
NAMES I HAVE SIGNED TO THE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE IS THE
PERSONAL SIGNER OF THE INSTRUMENT, AND THAT HE HAS NOT BEEN DEPRIVED OF HIS
MIND AND MEMORY, AND THAT HE IS SIGNING THE INSTRUMENT OF HIS OWN VOLUNTARY
ACCORD AND WITHOUT ANY UNLAWFUL INFLUENCE, AND THAT HE IS SIGNING THE INSTRUMENT
WHICH THE LINES OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND
CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SURVEYOR'S STATEMENT:
THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING MAP ACT AND LOCAL ORDINANCE.
AT THE REQUEST OF CALAVERAS COUNTY WATER DISTRICT BY NOTARIAL ACT, I HEREBY STATE
THAT I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF CALIFORNIA, AND THAT I AM
ALL NECESSARY ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE MADE.

DATE: 12-27-16

LOCATION: LS 4233



COUNTY SURVEYOR'S STATEMENT:

I, ROBERT J. PACHECO, INTERIM COUNTY SURVEYOR OF CALAVERAS COUNTY, CALIFORNIA,
HAVE EXAMINED THIS PARCEL MAP AND HEREBY STATE THAT THE SURVEYING AS SHOWN IS
THE SAME AS IT APPEARED ON B.L.A. 2016-43, AND ANY APPROVED ALTERATIONS THEREON
AND ALL PROVISIONS OF THE SURVEYING MAP ACT, AND ALL LOCAL ORDINANCES THEREON
AT THE TIME OF THE ORIGINAL MAP WERE COMPLIED WITH, AND I AM Satisfied THAT THIS MAP
IS TECHNICALLY CORRECT.

DATE: 1/4/17

LOCATION: P.A.L.S. 8377

INTERIM CALAVERAS COUNTY SURVEYOR



OWNER'S STATEMENT:
THE UNDERSIGNED HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN
HEREON, AND THAT I AM THE OWNER OF THE PROPERTY SHOWN HEREON.
AND I HEREBY AUTHORIZE THE SURVEYOR TO MAKE THE NECESSARY MEASUREMENTS
AND RECORDATIONS OF THIS MAP, THESE ARE IN FULL COMPLIANCE WITH THE
REQUIREMENTS OF THE SURVEYING MAP ACT AND LOCAL ORDINANCES.

DATE: 1/4/17 AT 2:41 PM

BY: Debra J. Linder

DEPUTY RECORDER

REBECCA TURNER
CALAVERAS COUNTY RECORDER

DOCUMENT NO. 2017-050154

REC. 1/5/17

OWNER'S STATEMENT:
THE UNDERSIGNED HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN
HEREON, AND THAT I AM THE OWNER OF THE PROPERTY SHOWN HEREON.
AND I HEREBY AUTHORIZE THE SURVEYOR TO MAKE THE NECESSARY MEASUREMENTS
AND RECORDATIONS OF THIS MAP, THESE ARE IN FULL COMPLIANCE WITH THE
REQUIREMENTS OF THE SURVEYING MAP ACT AND LOCAL ORDINANCES.

DATE: 1/4/17

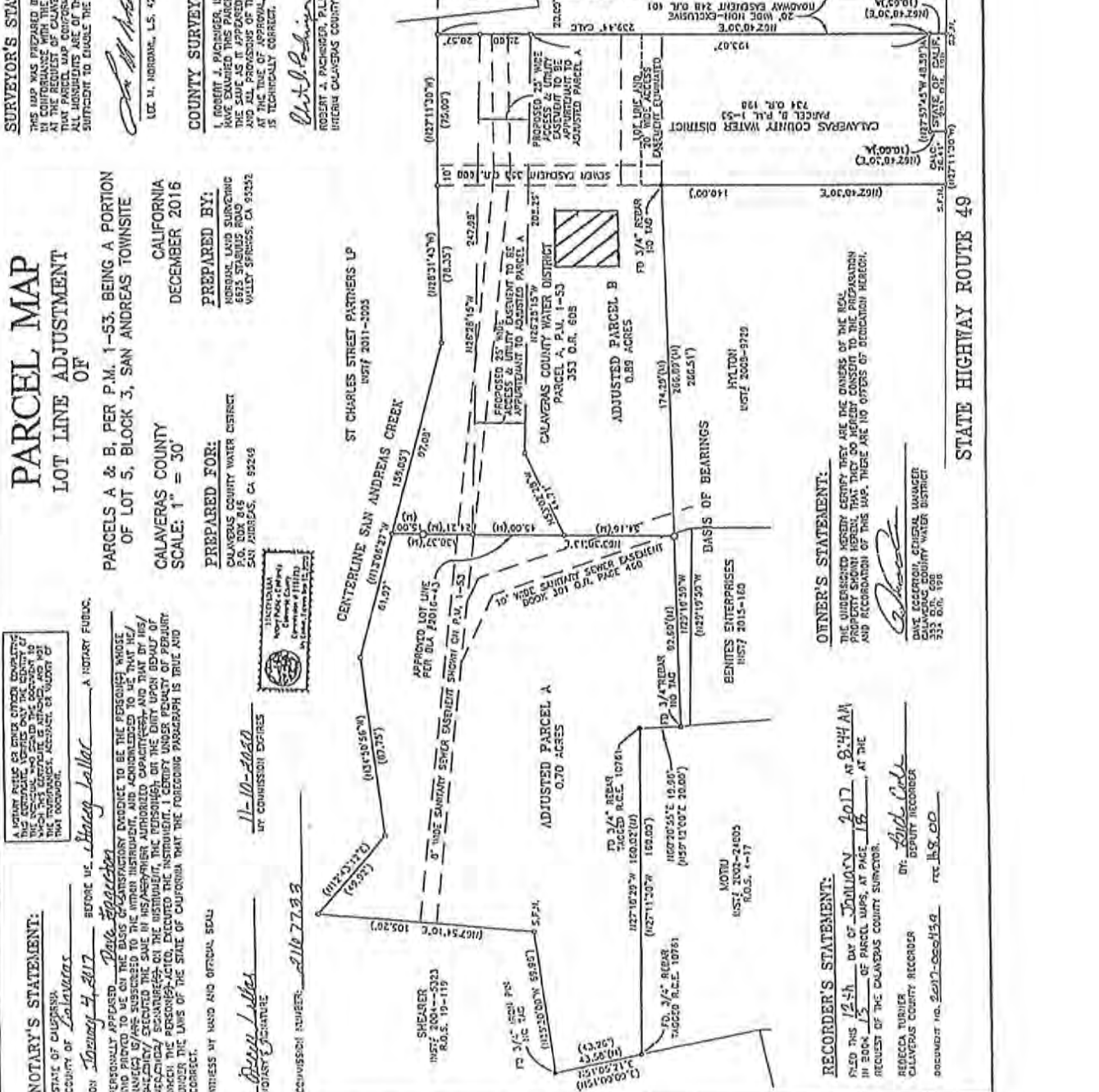
BY: Debra J. Linder

DEPUTY RECORDER

REBECCA TURNER
CALAVERAS COUNTY RECORDER

DOCUMENT NO. 2017-050154

REC. 1/5/17



LEGEND:

- CALCULATED POINT, MARKING FOUND, NOTHING SET.
- FOUND 3/4" REBAR PER P.M. 1-53, OR AS NOTED.
- SET 3/4" REBAR, TAGGED L.S. 4233.
- () RECORD DATA AS PER P.M. 1-53.
- (A) RECORD DATA AS PER 201 O.R. 194.
- S.F.A. SEARCHED FOUND NOTHING.
- D.L.C. CALCULATED RECORD MOUNTAIN.
- O.R. OFFICIAL RECORDS, CALAVERAS COUNTY.
- HIST# INSTRUMENT NO., CALAVERAS COUNTY RECORDS.
- (H) MEASURED.

NOTES:

- 1) PROXIMATE APPROVAL OF THIS MAP IS PER LOT LINE ADJUSTMENT FILE B.L.A. 2016-43, ON FILE AT THE OFFICE OF THE CALAVERAS COUNTY SURVEYOR.

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PARCEL A OF THAT CERTAIN PARCEL MAP FILED IN BOOK 1 OF PARCEL MAPS, VOLUME 20, CALAVERAS COUNTY OFFICIAL RECORDS, SHEET AS 10271974, 2009 FEET.

ST CHARLES STREET PARTNERS LP
HIST# 2011-3005

STATE HIGHWAY ROUTE 49

SHEET 1 OF 1

RESOLUTION NO. 2017 –

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CALAVERAS COUNTY WATER DISTRICT**

**APPROVING SALE OF CCWD PROPERTIES
LOCATED AT 423 E. ST. CHARLES STREET, SAN ANDREAS, CALIFORNIA
(APN's 042-035-003, 042-035-012 and 042-035-016)**

WHEREAS, pursuant to California Water Code Section 31041, the District may hold and dispose of real property; and

WHEREAS, the above referenced property is where the Calaveras County Water District's (CCWD) old administrative headquarters building and Board room is located at 423 E. St. Charles Street in San Andreas, CA; and

WHEREAS, the Calaveras County Resource Conservation District Board of Directors have has been in purchase negotiations with CCWD for said properties wishes to purchase said properties.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Calaveras County Water District wishes to sell the CCWD properties identified as APN's 042-035-003, 042-035-012, and 042-035-016, located at 423 St. Charles Street, San Andreas, CA to Calaveras County Resource Conservation District in the amount of one (\$1) dollar.

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized to execute any documentation related to sale of said property.

PASSED AND ADOPTED this 23rd day of August, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CALAVERAS COUNTY WATER DISTRICT

Jeff Davidson, President
Board of Directors

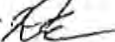
ATTEST:

Mona Walker, Clerk to the Board

Agenda Item

DATE: August 23, 2017

TO: Board of Directors

FROM: Dave Eggerton, General Manager 

SUBJECT: Authorization to Enter into a Non-Revocable License Agreement for Rental of Old Board Room located at 423 E. St. Charles Street in San Andreas for Storage Use

RECOMMENDED ACTION:

Motion: _____ / _____ by Minute Entry approve the General Manger to enter into a Non-Revocable License Agreement with the Calaveras County Resource Conservation District (RCD) for storage use at the old Calaveras County Water District (CCWD) Board Room located at 423 E. St. Charles Street in San Andreas.

SUMMARY:

This agenda item is to help facilitate the transfer of the District's old office site to the RCD by providing the District with continuing access to the old board room on the property for storage of District files through the end of this year. A number of the District's files are stored in the old board room. They must be reviewed per the District's document retention policy to ensure the preservation of certain documents. Thus to provide time for staff to perform that review before moving the retained documents to the new administrative office, District counsel has prepared the attached license agreement allowing continuing access to the board room for document storage through the end of this calendar year. Otherwise the District would incur the expense and hassle of having to move the documents to a private storage unit before moving them to the office when onsite storage is available.

In exchange, the District would pay the RCD the monthly amount of \$418.46 through the end of the year. This would enable the RCD to pay its most basic utilities necessary to operate the facility. The RCD Board has already taken action to approve this agreement.

FINANCIAL CONSIDERATIONS:

CCWD to rent the board room space for \$418.46 per month through December 31, 2017.

Attachment: Non-Revocable License Agreement

NON-REVOCABLE LICENSE AGREEMENT

This License Agreement (“**Agreement**”) is entered into on _____, 2017, by and between Calaveras County Water District (“**Licensee**”) and Calaveras County Resource Conservation District (“**Licensor**”).

RECITALS

A. Licensor is the owner of record of that certain parcel of real property (“**Property**”) located in County of Calaveras, State of California, commonly referred to as 423 East Saint Charles Street, San Andreas, California.

B. Licensee is Licensor’s predecessor in interest to the Property and seeks a temporary license to permit the continued storage of files, office equipment and furniture, and other personal property of Licensee within that certain building located on the Property (the “**Building**”).

C. Licensor and Licensee enter into this Agreement for the purpose of Licensee receiving a non-revocable license during the term hereof for the purposes described below in this Agreement in that portion of the Building depicted in Exhibit “A” attached hereto and incorporated by this reference (“**License Area**”).

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is acknowledged, the Licensor and the Licensee agree as follows:

1. Grant. During the term of this Agreement, Licensor issues a non-revocable and non-assignable license to Licensee to allow Licensee to use the License Area and have access thereto for the continued storage of files, office equipment and furniture, and other personal property of Licensee. The permission may not be revoked by Licensor at any time during the term of this Agreement and is non-assignable by Licensee. Licensee have the exclusive right to use of the License Area.

2. Use/Maintenance. Licensor agrees that the License Area may only be used for storage purposes, including the placement and removal of stored items, and for no other purposes whatsoever. All uses of the License Area by Licensee shall be in compliance with all applicable laws. In no event shall Licensee have the right to make any alterations or modifications to the License Area without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion. Licensor shall, at its sole expense, repair and maintain the License Area in good condition, and keep the License Area in a clean, safe and orderly condition, and maintain the present condition. Licensor, in keeping the License Area in good order, condition and repair, shall exercise and perform good maintenance practices. Licensor’s obligations shall include restorations, replacements or renewals when necessary to keep the License Area and all

improvements thereon or a part thereof in good order, condition and state of repair. In no event shall Licensee have any right to store any personal property outside of the License Area.

3. License Fee. Licensee shall pay to Licensor a license fee payable regarding the License Area, on the first day of each month for the term hereof, monthly payments in advance of \$418.46 (the "License Fee"). License Fees for any period during the term hereof which is for less than one month shall be the appropriate pro rata portion of the License Fee. License Fees shall be payable in lawful money of the United States to Licensor at the address stated herein or to such agent of Licensor as Licensor may designate in writing. Licensee shall not be responsible for any operating expenses or current or future insurance expenses (except as set forth in Section 5), utilities, including, but not limited to electricity used by Licensee at the License Area, or real property' tax expenses.

4. Assignment. Licensee shall have no right to assign this Agreement without Licensor's prior written consent, which may be withheld in its sole discretion.

5. Insurance. Licensee shall, at Licensee's expense, obtain and keep in force during the term of this Agreement a policy of Combined Single Limit Bodily Injury and Property Damage Insurance insuring Licensee and Licensor (as an additional insured) against any liability arising out of the use of the License Area. Such insurance shall in an amount no less than \$1,000,000 per occurrence. The limits of said insurance shall not limit the liability of Licensee hereunder.

6. Damage. In the event the Property, the Building or any of the other improvements to the Property are damaged in such a manner as to affect Licensee's use or operations at the License Area, Licensee may terminate this Agreement without liability by notice to the Licensor within thirty (30) days after Licensor's damage notice. In the event Licensee desires not to terminate this Agreement, Licensor shall promptly repair such damage. Should this Agreement be continued after any destruction, Licensee shall be entitled to an equitable reduction of the License Fee to the extent such destruction interferes with Licensee's use of the License Area.

7. Default. If Licensee defaults under this Agreement and such default is not cured within ten (10) days after receipt of Licensor's written demand, Licensor shall have the right to seek all remedies it may have at law or in equity. In addition, Licensor shall have the right to terminate this Agreement upon written notice to Licensee or cure any defaults on behalf of Licensee. If Licensor elects to cure any such default, then Licensee shall reimburse Licensor for all reasonable out of pocket costs incurred in connection therewith within ten (10) days after receipt of written demand therefor.

8. Term. This Agreement shall expire and be of no further force or effect upon the earlier of (a) six (6) months after the first date set forth above or (b) the date this Agreement is terminated pursuant to the terms herein.

9. Attorneys' Fees. If any legal action is taken to enforce the terms of this Agreement by any party, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in connection with that legal action.

10. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the matters covered in this Agreement. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Agreement.

11. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each party.

12. Governing Law. This Agreement is governed by and construed in accordance with California law.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

14. Authority. Licensor and Licensee represent and warrant to each other that they have full right, power and authority to enter into this Agreement without the consent or approval of any other entity or person and make these representations knowing that the other party will rely thereon. The signatory on behalf of Licensor and Licensee further represent and warrant that they have full right, power and authority to act for and on behalf of Licensor and Licensee in entering into this Agreement.

LICENSOR:

CALAVERAS COUNTY RESOURCES
CONSERVATION DISTRICT

By: _____
Name: _____
Its: _____

LICENSEE:

CALAVERAS COUNTY
WATER DISTRICT

By: _____
Name: _____
Its: _____

EXHIBIT "A"
MAP OF THE LICENSE AREA

PARCEL MAP
LOT LINE ADJUSTMENT
OF

PARCELS A & B, PER P.M. 1-53, BEING A PORTION
OF LOT 5, BLOCK 3, SAN ANDREAS TOWNSITE
CALIFORNIA
DECEMBER 2016
SCALE: 1" = 30'

NOTARY'S STATEMENT:
STATE OF CALIFORNIA
COUNTY OF CALAVERAS

BEFORE ME, Doreen E. Ballou, a Notary Public,
in and for the County of Calaveras

PERSONALLY APPEARED Dave Gagnier
WHO IS NOT A PARTY TO THIS INSTRUMENT,
AND WHOSE VALIDITY AND CORRECTNESS I DO NOT
GUARANTEE. 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
ON THIS 11-10-2016 DAY OF NOVEMBER 2016

Doreen E. Ballou
NOTARY PUBLIC
STATE OF CALIFORNIA
COMMISSION EXPIRES

COMMISSION NUMBER: 2116 7793

SURVEYOR'S STATEMENT:

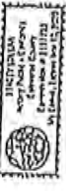
THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A REAL SURVEY
CONDUCTED BY ME OR UNDER MY SUPERVISION AND LOCAL RECORDS, AND
THE DATA AND RECORDS OF CALAVERAS COUNTY WATER DISTRICT IN NOVEMBER, 2016. I HEREBY STATE
THAT THE PARCELS, MAP CORRECTIONS TO THE APPROVED OR CORRECTLY APPROVED BY 2016-13,
ALL MEASUREMENTS ARE OF THE CHAINERS AND OCCUPY THE POSITIONS INDICATED, AND ARE
SUFFICIENT TO SUBSTANTIATE THE SURVEY TO BE INSTRUMENTED.

Robert J. Pacheco, P.L.S.
12-27-16
DATE
1614 N. HARRISON, L.S. 4233

COUNTY SURVEYOR'S STATEMENT:

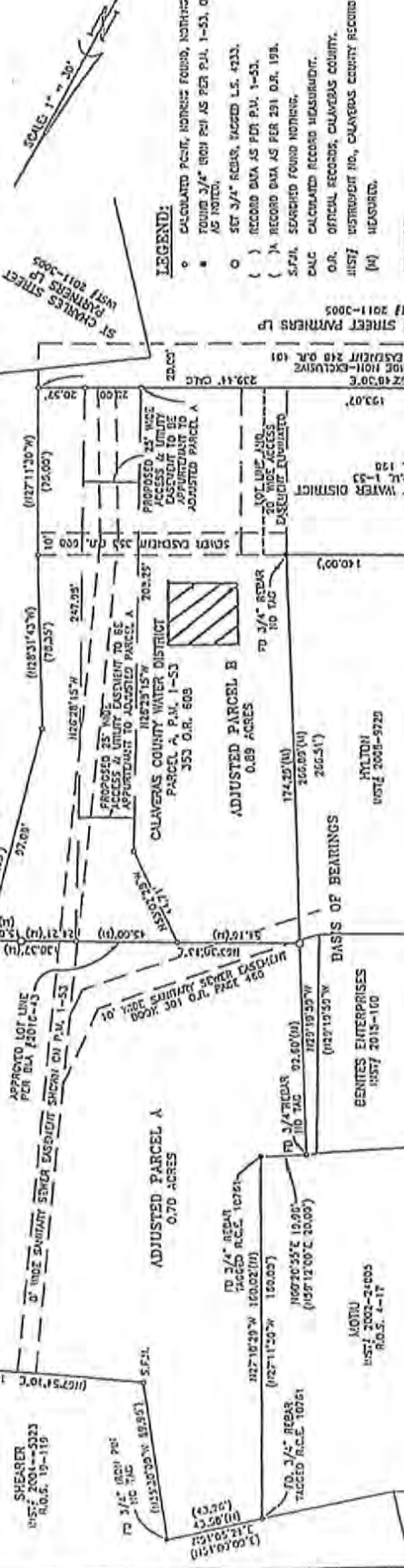
I, ROBERT J. PACHECO, INTERIM COUNTY SURVEYOR OF CALAVERAS COUNTY, CALIFORNIA,
HEREBY CERTIFY THAT THE PARCELS AND LOTS SHOWN ON THIS MAP ARE AS SHOWN ON THE RECORDS OF
THE COUNTY OF CALAVERAS AND THAT THE SURVEYOR HAS REVIEWED ALL RECORDS OF THE
COUNTY AND ALL RECORDS OF THE SURVEYOR'S MAP ACT, AND ANY LOCAL ORDINANCES THEREOF
AT THE TIME OF APPROVAL, HAVE BEEN CONFUSED WITH, AND I AM SATISFIED THAT THIS MAP
IS TECHNICALLY CORRECT.

Robert J. Pacheco
1/4/17
DATE
1614 N. HARRISON, L.S. 4233



ST CHARLES STREET PARTNERS LP
1957/2011-2005

CENTERLINE SAN ANDREAS CREEK
61.207' (102.525')
159.025'



RECORDER'S STATEMENT:
FILED THIS 12-15 DAY OF DECEMBER 2017 AT 2:44 AM
IN BOOK 13 OF PARCEL MAPS, AT PAGE 13 AT THE
REQUEST OF THE CALAVERAS COUNTY SURVEYOR.

RECEIVED TURNER
CALAVERAS COUNTY RECORDER
BY: Doreen E. Ballou
DEPUTY RECORDER
DOCUMENT NO. 2017-0268134 REC. ISS. 00

OWNER'S STATEMENT:
THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE REAL
PROPERTY SHOWN ON THIS MAP, AND THAT THE INFORMATION
AND RECORDATION OF THIS MAP, THERE ARE JOINT OFFERS OF DECLARATION HEREON.

Dave McClennan, General Manager
CALAVERAS COUNTY WATER DISTRICT
522 3RD. 155

OTHER'S STATEMENT:
BENITES ENTERPRISES
1957/2015-100
(127°19'35"W)
180.5'-4'-17'
TO 3/4" RECORD
TACED R.C.E. 10761
(127°11'20"W)
150.005'
TO 3/4" RECORD
TACED R.C.E. 10761
(127°12'00"E)
20.005'

BENITES ENTERPRISES
1957/2015-100
180.5'-4'-17'
TO 3/4" RECORD
TACED R.C.E. 10761
(127°11'20"W)
150.005'
TO 3/4" RECORD
TACED R.C.E. 10761
(127°12'00"E)
20.005'

ADJUSTED PARCEL B
0.89 ACRES
TO 3/4" RECORD
TACED R.C.E. 10761
174.205'(M)
206.037'(U)
266.51'
HILTON
1957/2005-57220

CALAVERAS COUNTY WATER DISTRICT
PARCEL A, P.M. 1-53
353 D.O.R. 603
APPROVED 25' WIDE
ACCESS & UTILITY
EASEMENT TO BE
APPROPRIATED TO
ADJUSTED PARCEL A
182°31'15"W
204.23'
186°28'15"W
247.05'
102.631'(O'N)
(78.235')
101'
103'
110.00'

ADJUSTED PARCEL A
0.70 ACRES
TO 3/4" RECORD
TACED R.C.E. 10761
(127°11'20"W)
150.005'
TO 3/4" RECORD
TACED R.C.E. 10761
(127°12'00"E)
20.005'

ADJUSTED PARCEL C
0.89 ACRES
TO 3/4" RECORD
TACED R.C.E. 10761
174.205'(M)
206.037'(U)
266.51'
HILTON
1957/2005-57220

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Agenda Item

DATE: August 23, 2017

TO: Board of Directors

FROM: Dave Eggerton, General Manager 

SUBJECT: General Manager Report

At the Board meeting the General Manager will update the Board on the process that is underway to update the District's policy and practices regarding its Lancha Plana bulk water program to strength the requirements and penalties for noncompliance. The General Manager will also update the Board on the development of the District's Mokelumne River Water Needs Assessment that will be submitted to the California Resources Agency for inclusion with its report under AB 142 (Bigelow). The General Manager will also update the Board on the ongoing process to include the County of Calaveras as a member of the Eastside Groundwater Sustainability Agency.