

**AGENDA  
IRVINE RANCH WATER DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING**

**August 8, 2011**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**                    5:00 P.M., Board Room, District Office  
15600 Sand Canyon Avenue, Irvine, California

**ROLL CALL**                         Directors Reinhart, Matheis, Swan, Withers and President LaMar

**NOTICE**

If you wish to address the Board on any item, including Consent Calendar items, please file your name with the Secretary. Forms are provided on the lobby table. Remarks are limited to five minutes per speaker on each subject. Consent Calendar items will be acted upon by one motion, without discussion, unless a request is made for specific items to be removed from the Calendar for separate action.

---

**COMMUNICATIONS TO THE BOARD**

---

1.     A. Written:  
       B. Oral: Mrs. Joan Irvine Smith relative to the Dyer Road Wellfield.

2.     ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Recommendation: Determine that the need to discuss and/or take immediate action on item(s) introduced come to the attention of the District subsequent to the agenda being posted.

---

**PUBLIC HEARING (CONTINUED FROM JULY 25, 2011)**                    **Next Resolution No. 2011-35**

---

3.     DETACHMENT OF PARCELS AND RESCINDING ADOPTION OF PLAN OF WORKS FOR IMPROVEMENT DISTRICT 256

Recommendation:

1. President to declare that the hearing was opened on July 25, 2011 and continued to August 8, 2011.
2. Inquire of the Secretary how the hearing was noticed.
3. Receive and file the affidavit of posting and proof of publication.
4. Request legal counsel to describe the nature of the proceedings.
5. Inquire of the Secretary if there has been any written communications.
6. Hear any person who wishes to speak concerning detachment of parcels or the Plan of Works for Improvement District 256.
7. Board comments/discussion.
8. Close the Hearing and adopt a resolution ordering the detachment from Improvement District 256 and adopt a resolution rescinding Resolution No. 2011- 29 declaring intention to adopt a Plan of Works for Improvement District 256.

Reso. No. 2011-  
Reso. No. 2011-

**CONSENT CALENDAR**

**Items 4-7**

4. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the July 25, 2011 Regular Board Meeting be approved as presented.

5. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: That the Board ratify/approve the meetings and events for Steven LaMar, Mary Aileen Matheis, Douglas Reinhart, John Withers and Peer Swan.

6. RESOLUTION COMMENDING JOHN PALOMARES FOR HIS SERVICE TO THE DISTRICT

Recommendation: That the Board adopt a resolution commending John Palomares for over 33 years of dedicated service to the District.

Reso. No. 2011-

7. AGREEMENTS AND QUITCLAIMS OF EASEMENTS WITH FORMER CARPENTER IRRIGATION DISTRICT CUSTOMERS

Recommendation: That the Board authorize the Board President and District Secretary to execute three separate and identical Agreements and Quitclaims of Easements with Walter and Irma Ashford, Saul and Joann Fox, and Kurt and Lana Hamilton.

**ACTION CALENDAR**

**Next Resolution No. 2011-35**

8. APPROVAL TO PURCHASE REPLACEMENT ION CHROMATOGRAPH

Recommendation: That the Board authorize the General Manager to execute a sole-source purchase of a replacement ion chromatograph from Dionex Corporation for \$90,307.

**OTHER BUSINESS**

Pursuant to Government Code Section 54954.2, members of the Board of Directors or staff may ask questions for clarification, make brief announcements, make brief reports on his/her own activities. The Board or a Board member may provide a reference to staff or other resources for factual information, request staff to report back at a subsequent meeting concerning any matter, or direct staff to place a matter of business on a future agenda. Such matters may be brought up under the General Manager's Report or Directors' Comments.

---

**OTHER BUSINESS - Continued**

---

9. A. General Manager's Report

B. Directors' Comments

1)

2)

3)

4)

5)

C. CLOSED SESSION with legal counsel relative to anticipated litigation, Government Code Section 54956.9(b); significant exposure to litigation (one potential case).

D. Adjourn.

\* \* \* \* \*

Availability of agenda materials: Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Irvine Ranch Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, 15600 Sand Canyon Avenue, Irvine, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during, the meeting, they will be available at the entrance to the Board of Directors Room of the District Office.

The Irvine Ranch Water District Board Room is wheelchair accessible. If you require any special disability-related accommodations (e.g., access to an amplified sound system, etc.), please contact the District Secretary at (949) 453-5300 during business hours at least seventy-two (72) hours prior to the scheduled meeting. This agenda can be obtained in alternative format upon written request to the District Secretary at least seventy-two (72) hours prior to the scheduled meeting.

August 8, 2011  
Prepared by: M. Hoolihan / R. Thatcher  
Submitted by: G. Heiertz  
Approved by: Paul Cook 

## PUBLIC HEARING

### DETACHMENT OF PARCELS AND RESCINDING ADOPTION OF PLAN OF WORKS FOR IMPROVEMENT DISTRICT 256

#### SUMMARY:

On July 11, 2011, the IRWD Board of Directors declared its intention to detach territory from Improvement District (ID) No. 256 and adopt a Plan of Works (POW) for this same ID. A public hearing for these actions were opened on July 25, then continued to the August 8, 2011 Board meeting to allow for additional discussion of the Orange Park Acres (OPA) sewer plan at the August 3, 2011 OPA Ad Hoc Committee meeting. Staff is requesting that the Board adopt the resolution for the detachments from ID 256, but terminate the proceeding for adopting the POW.

#### DESCRIPTION:

In 2008, IRWD Sewer ID No. 256 was formed concurrently with the annexation of the area of the former OPA Mutual Water Company into IRWD. The boundary for ID 256 was coincident with the area annexed to IRWD. Most properties within ID 256 were not connected to a sewer system, but utilized septic systems for sewage disposal.

A plan for connecting properties in ID 256 that do not have sewer service into a community sewer system has been presented to the OPA residents through a series of community meetings. In anticipation of the vote regarding the use of General Obligation (GO) bonds to construct a community sewer, a POW was completed as a required step for the use of GO bonds to finance the necessary improvements. Staff also prepared, in cooperation with the County Surveyor, the required documents to detach from ID 256 properties that already have sewer service and have already paid sewer connection fees to Orange County Sanitation District.

Based on current community feedback, the proposed vote for the authorization of GO bonds for the sewer system, which requires approval by two-thirds of the voters within the ID, does not appear to have sufficient support at this time. Staff recommends that the proceedings to adopt the POW be terminated, because the POW will likely need to be revised for a future sewer project. Staff recommends that the hearing be held so the proposed detachments can be completed. The expense of the legal descriptions has already been incurred and these properties will need to be excluded from the ID if a community sewer system plan is pursued in the future.

#### Public Hearing:

By adopting Resolution Nos. 2011-29 and 2011-30 on July 11, 2011, the Board of Directors declared its intention to 1) adopt a POW for ID No. 256 and 2) order the detachment of territory from ID No. 256. The adoption of these resolutions established July 25, 2011 as the date for public hearing on the detachment and on the adoption of a POW for the improvement district. The public hearing was continued to the August 8, 2011 Board meeting to allow for additional discussion of the OPA sewer plan at the August 3, 2011 OPA Ad Hoc Committee meeting.

The purpose of the public hearing is to allow members of the public and the Board to consider any matters concerning the detachment of the specified parcels and the adoption of the POW. The District Secretary has noticed the hearing pursuant to the requirements of Section 6066 of the California Government Code.

#### OUTLINE OF PROCEEDINGS

- President: Declare this to be the time and place for the continuation of the July 25, 2011 hearing on the detachment of territory from Improvement District No. 256 and a hearing on the adoption of a Plan of Works for Improvement District No. 256.
- President: Declare that the hearing was opened on July 25, 2011 and continued to this evening. Ask the Secretary how the hearing was noticed.
- Secretary: Notice of the time and place of the hearing was published in the Orange County Register on July 11, 2011 and July 18, 2011. A notice was also posted in the District office on July 6, 2011, and on July 7, 2011, notices were posted in three public places within the territory proposed to be detached.
- Board: RECOMMENDED MOTION: RECEIVE AND FILE THE AFFIDAVIT OF POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE SECRETARY.
- President: Request Legal Counsel to describe the nature of the proceedings.
- Legal  
Counsel: Describe the proceedings.
- President: Inquire of the Secretary whether there have been any written communications.
- Secretary: Respond.
- President: Inquire whether there is anyone present who wishes to address the Board concerning the detachment or the Plan of Works.
- President: Inquire whether there are any comments or questions from members of the Board of Directors. State that the hearing will be closed and ask for a recommendation to close the hearing and to adopt the following resolutions by title.
- Board: RECOMMENDED MOTION: THAT THE HEARING BE CLOSED AND THAT THE FOLLOWING RESOLUTIONS BE ADOPTED BY TITLE:

RESOLUTION NO. 2011- \_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE IRVINE RANCH WATER DISTRICT ORDERING  
THE DETACHMENT OF SPECIFIED TERRITORIES  
FROM IMPROVEMENT DISTRICT NO. 256

RESOLUTION NO. 2011- \_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT RESCINDING  
DECLARATION OF INTENTION TO ADOPT A PLAN  
OF WORKS FOR IMPROVEMENT DISTRICT NO. 256  
(RESCINDING RESOLUTION NO. 2011-29)

COMMITTEE STATUS:

This item was reviewed by the OPA Ad Hoc Committee at its meeting on August 3, 2011.

ENVIRONMENTAL COMPLIANCE:

The detachment is categorically exempt from CEQA (categorical exemption Class 20) as a project consisting of changes in organization of local agencies not changing the area in which existing powers are exercised, under the California Environmental Quality Act Code of Regulations, Title 14, Article 19, Section 15320. The adoption of a Plan of Works is a step in the process of authorization of bonds and is not a project under CEQA (California Environmental Quality Act Code of Regulations, Title 14, Article 20, Section 15378(b)(4) - creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

LIST OF EXHIBITS:

Exhibit "A" – Resolution ordering the detachment of specified territories from Improvement District No. 256

Exhibit "B" – Resolution rescinding the declaration of intention to adopt a plan of works for Improvement District No. 256

# Exhibit "A"

RESOLUTION NO. 2011-\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT ORDERING  
THE DETACHMENT OF SPECIFIED TERRITORY  
FROM IMPROVEMENT DISTRICT NO. 256

WHEREAS Improvement District No. 256 of the Irvine Ranch Water District ("IRWD") has been established for the purpose of acquiring and constructing works and facilities to provide wastewater service for the benefit of the lands within such improvement district; and

WHEREAS, by the adoption of Resolution No. 2011-30, the Board of Directors declared its intention to order the below-designated detachment from said improvement district upon the terms and conditions set forth herein; and

WHEREAS, by the adoption of said Resolution, the Board of Directors set Monday, July 25, 2011, at the hour of 5:00 p.m. of said day (or as soon thereafter as is reasonably practicable) in the Board of Directors Room of Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, California, as the time and place for a hearing on the question of such detachment and directed the publication and posting of notice thereof; and

WHEREAS, at the time set, the Board of Directors opened the hearing and ordered the hearing continued to Monday, the August 8, 2011, at the hour of 5:00 p.m. of said day (or as soon thereafter as is reasonably practicable) in the Board of Directors Room of Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, California; and

WHEREAS, at the time set for the continued hearing, the duly noticed and continued public hearing was held and all persons interested, including all persons owning land included within the herein-described property to be detached, were given an opportunity to be heard concerning any matters set forth in said Resolution;

NOW THEREFORE, the Board of Directors of IRWD DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

Section 1. Pursuant to Sections 36442 *et seq.* of the Water Code, the Board of Directors hereby orders the detachment of the parcels described in Exhibit "A" and depicted in Exhibit "B," which exhibits are attached hereto and by this reference incorporated herein (collectively, the "Property"), from Improvement District No. 256. The foregoing detachment is designated as follows:

DETACHMENT NO. 1 FROM IMPROVEMENT DISTRICT NO. 256.

Section 2. The detachment is ordered subject to the following terms and conditions:

(a) From and after the date of detachment, the Property shall be relieved of liability for debt service for all bonds issued on behalf of Improvement District No. 256 to the extent permitted by law;

(b) As the proponent of the herein described detachment, IRWD shall pay the costs incurred by IRWD in accomplishing the detachment, including legal, engineering and administrative costs, and all processing fees of the County of Orange and/or the State Board of Equalization.

Section 3. The levy of assessments on the Property for carrying out any purpose of Improvement District No. 256, including the payment of principal of and interest on any bonds or warrants of such Improvement District outstanding, shall be discontinued to the extent permitted by law.

Section 4. The Secretary is hereby directed to file a certified copy hereof with the Auditor of the County of Orange, the Assessor of the County of Orange and the Board of Equalization of the State of California. Each filing shall be accompanied by the statement on the Board of Equalization's form, maps or plats and any other documents as may be required by Section 54902 of the California Government Code.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
President  
IRVINE RANCH WATER DISTRICT and  
of the Board of Directors thereof

\_\_\_\_\_  
Secretary  
IRVINE RANCH WATER DISTRICT and  
of the Board of Directors thereof

APPROVED AS TO FORM:

BOWIE, ARNESON,  
WILES & GIANNONE  
Legal Counsel - IRWD

By \_\_\_\_\_  
080211

1 RBF Consulting  
2 14725 Alton Parkway  
3 Irvine, California 92618  
4

5 June 28, 2011  
6 JN 10-108118  
7 Page 1 of 19

8 EXHIBIT "A"

9 LEGAL DESCRIPTION

10 IRVINE RANCH WATER DISTRICT  
11 DETACHMENT NO. 1 FROM IMPROVEMENT DISTRICT NO. 256  
12 (ORANGE PARK ACRES)  
13

14 Those certain parcels of land situated partly in the City of Orange and partly in the  
15 Unincorporated Territory of the County of Orange, State of California, being those portions of  
16 Parcels 2 and 3 of Irvine Ranch Water District Improvement District No. 256 (Orange Park  
17 Acres Annexation) as described in that certain Certificate of Completion recorded April 28, 2008  
18 as Instrument No. 2008000198528 of Official Records in the Office of the County Recorder of  
19 said Orange County, described as follows:  
20

21  
22 **PARCEL A**

23  
24 Being those portions of Lots 2, 5, 8 and 9 of Tract No. 944 as shown on a map thereof filed in  
25 Book 29, Page 41 of Miscellaneous Maps in the Office of the County Recorder of said Orange  
26 County, described as follows:  
27

28 **BEGINNING** at Orange County Surveyor's Horizontal Control Station GPS No. 1048, having a  
29 coordinate value (U.S. Survey Foot) of North 2242071.683 and East 6099432.510 based upon  
30 the California Coordinate System (CCS83), Zone VI, North American Datum of 1983 (1991.35  
31 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey No. 94-1058  
32 filed in Book 147, Pages 31 and 32 of Records of Surveys in said Office of the County Recorder  
33 of Orange County, said point being the southeast corner of said Lot 8;  
34

35 thence along the southerly line of said Lot 8 and the general northerly line of said Parcel 3 of  
36 Irvine Ranch Water District Improvement District No. 256 North 89°42'05" West 465.00 feet to  
37 the southwest corner of said Lot 8;  
38

39 thence leaving said general northerly line of Parcel 3, along the westerly line of said Lots 8 and 5  
40 North 00°17'55" East 970.55 feet to the northwest corner of said Lot 5, said corner also being an  
41 angle point in the easterly line of a map filed in Book 51, Page 45 of Records of Surveys in said  
42 Office of the County Recorder of Orange County;  
43

44 thence along the easterly and northerly line of said Record of Survey through the following  
45 courses:  
46

47 thence North 08°53'54" West 114.48 feet;  
48

Exhibit "A"

49 thence South 85°54'55" West 230.01 feet to the westerly line of that certain Grant Deed recorded  
50 July 20, 1998 as Instrument No. 19980465575 of Official Records;  
51  
52 thence leaving said northerly line, along the westerly line of said Grant Deed  
53 North 04°05'05" West 318.92 feet to the southerly right-of-way of Irvine Park Boulevard as  
54 shown on said Tract No. 944, said point being on a non-tangent curve concave southwesterly and  
55 having a radius of 570.00 feet, a radial line of said curve from said point bears  
56 South 04°12'52" East;  
57  
58 thence along the southerly and westerly right-of-way of said Irvine Park Boulevard through the  
59 following courses:  
60  
61 thence along said curve southeasterly 674.09 feet through a central angle of 67°45'32";  
62  
63 thence tangent from said curve South 26°27'20" East 537.42 feet to the easterly line of said  
64 Lot 8;  
65  
66 thence leaving said westerly right-of-way, along said easterly line of Lot 8 through the following  
67 courses:  
68  
69 thence South 63°32'40" West 65.79 feet;  
70  
71 thence South 00°17'55" West 245.70 feet to the northerly line of that certain Individual Grant  
72 Deed recorded May 1, 1986 as Instrument No. 86-175777 of Official Records;  
73  
74 thence leaving said easterly line of Lot 8, along the northerly, easterly and southerly line of said  
75 Individual Grant Deed through the following courses:  
76  
77 thence South 89°42'05" East 197.01 feet to a point on a non-tangent curve concave southwesterly  
78 and having a radius of 1500.00 feet, a radial line of said curve from said point bears  
79 South 64°59'48" West;  
80  
81 thence along said curve southeasterly 158.11 feet through a central angle of 06°02'22";  
82  
83 thence tangent from said curve South 18°57'50" East 21.93 feet;  
84  
85 thence North 89°42'05" West 264.17 feet to said easterly line of Lot 8;  
86  
87 thence leaving said southerly line of the Individual Grant Deed, along said easterly line  
88 South 00°17'55" West 150.18 feet to the **POINT OF BEGINNING**.  
89  
90 **CONTAINING:** 14.533 Acres, more or less.  
91  
92

**Exhibit "A"**

93 **PARCEL B**

94  
95 Being that portion of Lot 81 of Tract No. 918 as shown on a map thereof filed in Book 28, Pages  
96 41 through 43 of Miscellaneous Maps in the Office of the County Recorder of said Orange  
97 County, described as follows:

98  
99 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3219,  
100 having a coordinate value (U.S. Survey Foot) of North 2243305.129 and East 6097318.934  
101 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
102 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
103 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
104 County Recorder of Orange County;

105  
106 thence South 13°17'07" West 845.26 feet to the southwest corner of the existing boundary of the  
107 Orange County Sanitation District (OCSD) as established by "Parcel Map 98-233 Annexation to  
108 the City of Orange (Reorganization No. RO 00-10)" recorded August 24, 2001 as Instrument No.  
109 20010592477 of Official Records in said Office of the County Recorder of Orange County, said  
110 corner also being on the southerly line of Lot 81 of said Tract No. 918 and the **TRUE POINT**  
111 **OF BEGINNING**;

112  
113 thence along the southerly, westerly and northerly line of said Lot 81, also being the northerly  
114 and easterly lines of the existing boundary of the Orange County Sanitation District (OCSD) as  
115 established by Annexation No. 107 (Huff Annexation) to Orange County Sanitation District No.  
116 7 recorded October 8, 1984 as Instrument No. 84-416265, OCSD-50 Reorganization of Sullivan  
117 Annexation No. DA 05-16 to Orange County Sanitation District recorded April 12, 2006 as  
118 Instrument No. 2006000244273, and OCSD-12 Gallentine Annexation No. OCSD No. 00-07 to  
119 Orange County Sanitation District recorded March 23, 2001 as Instrument No. 20010171014, all  
120 of Official Records in said Office of the County Recorder of Orange County, through the  
121 following courses:

122  
123 thence South 81°18'00" West 248.76 feet;  
124  
125 thence North 37°53'04" East 122.69 feet;  
126  
127 thence North 06°48'00" East 57.85 feet;  
128  
129 thence North 23°03'00" East 89.10 feet;  
130  
131 thence North 39°20'00" East 64.95 feet;  
132  
133 thence North 58°42'04" East 53.08 feet to the northwest corner of said Parcel Map 98-233  
134 Annexation;

135

Exhibit "A"

136 thence leaving said northerly line of Lot 81, along the westerly line of said Parcel Map 98-233  
137 Annexation South 08°42'00" East 279.66 feet to the **TRUE POINT OF BEGINNING**.

138

139 **CONTAINING:** 0.884 Acres, more or less.

140

141

142 **PARCEL C**

143

144 Being Lot 1 of Tract No. 7238 as shown on a map thereof filed in Book 340, Pages 37 and 38 of  
145 Miscellaneous Maps in the Office of the County Recorder of said Orange County, described as  
146 follows:

147

148 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3222,  
149 having a coordinate value (U.S. Survey Foot) of North 2241289.822 and East 6098212.630  
150 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
151 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
152 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
153 County Recorder of Orange County;

154

155 thence South 86°22'54" West 424.64 feet to the southwest corner of the existing boundary of the  
156 Orange County Sanitation District (OCSD) as established by "Annexation No. 121 – Dr. Hurria  
157 Annexation to County Sanitation District No. 7" recorded September 25, 1985 as Instrument No.  
158 85-366462 of Official Records in said Office of the County Recorder of Orange County, said  
159 southwest corner also being a point in the existing northerly boundary line of "Annexation No.  
160 118 – Dang Annexation to County Sanitation District No. 7" recorded February 1, 1984 as  
161 Instrument No. 84-047018 of Official Records in said Office of the County Recorder of Orange  
162 County and the southeast corner of said Lot 1 of Tract No. 7238, and the **TRUE POINT OF**  
163 **BEGINNING**;

164

165 thence along said existing northerly boundary line of Annexation No. 118 and the southerly,  
166 westerly and northerly line of said Lot 1 through the following courses:

167

168 thence South 86°11'58" West 170.04 feet to a point on a non-tangent curve concave westerly and  
169 having a radius of 325.00 feet, a radial line of said curve from said point bears  
170 North 79°26'33" West;

171

172 thence along said curve northerly 108.95 feet through a central angle of 19°12'25";

173

174 thence tangent from said curve North 08°38'58" West 167.32 feet;

175

176 thence North 81°21'52" East 175.82 feet to the northwest corner of said Annexation No. 121;

177

178 thence leaving said northerly line of Lot 1, along the westerly line of Annexation No. 121  
179 South 03°48'02" East 289.61 feet to the **TRUE POINT OF BEGINNING**.

Exhibit "A"

180  
181 **CONTAINING:** 1.076 Acres, more or less.

182  
183  
184 **PARCEL D**

185  
186 Being Parcel 1 of Parcel Map No. 91-135 as shown on a map thereof filed in Book 269, Pages 30  
187 and 31 of Parcel Maps in the Office of the County Recorder of said Orange County, described as  
188 follows:

189  
190 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3225R1,  
191 having a coordinate value (U.S. Survey Foot) of North 2239199.196 and East 6097872.591  
192 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
193 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
194 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
195 County Recorder of Orange County;

196  
197 thence North 44°55'35" West 1333.53 feet to the most westerly corner of the existing boundary  
198 of the Orange County Sanitation District (OCSD) as established by "Annexation No. OCSD-7  
199 Hormuth Annexation DA 99-10 to Orange County Sanitation District" recorded August 29, 2002  
200 as Instrument No. 20020732180 of Official Records in said Office of the County Recorder of  
201 Orange County, said most westerly corner also being a point in the northeasterly line of  
202 "Annexation No. 130 – Chartier Annexation to County Sanitation District No. 7" recorded June  
203 5, 1990 as Instrument No. 90-299106 of Official Records in said Office of the County Recorder  
204 of Orange County and the **TRUE POINT OF BEGINNING**;

205  
206 thence along said northeasterly line of Annexation No. 130 North 35°38'55" West 291.91 feet to  
207 the most westerly corner of said Parcel 1 of Parcel Map No. 91-135;

208  
209 thence leaving said northeasterly line of Annexation No. 130, along the northwesterly and  
210 northeasterly lines of said Parcel 1 through the following courses:

211  
212 thence North 54°22'30" East 46.82 feet to the beginning of a tangent curve concave  
213 northwesterly and having a radius of 525.00 feet;

214  
215 thence along said curve northeasterly 108.88 feet through a central angle of 11°52'58";

216  
217 thence non-tangent from said curve South 35°38'55" East 272.94 feet;

218  
219 thence South 89°59'30" East 67.00 feet to an angle point in the northwesterly line of said  
220 Annexation No. OCSD-7;

221  
222 thence leaving said northeasterly line of Parcel 1, along said northwesterly line of Annexation  
223 No. OCSD-7 through the following courses:

Exhibit "A"

224  
225 thence South 49°29'34" West 190.05 feet;  
226  
227 thence North 35°38'55" West 25.00 feet;  
228  
229 thence South 54°21'05" West 20.00 feet to the **TRUE POINT OF BEGINNING**.

230  
231 **CONTAINING:** 1.134 Acres, more or less.  
232  
233

234 **PARCEL E**

235  
236 Being Parcel 3 of Parcel Map No. 79-147 as shown on a map thereof filed in Book 162, Page 12  
237 of Parcel Maps in the Office of the County Recorder of said Orange County, described as  
238 follows:  
239

240 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3225R1,  
241 having a coordinate value (U.S. Survey Foot) of North 2239199.196 and East 6097872.591  
242 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
243 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
244 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
245 County Recorder of Orange County;

246  
247 thence North 36°00'54" West 831.43 feet to the southeast corner of the existing boundary of the  
248 Orange County Sanitation District (OCSD) as established by "Annexation No. 130 – Chartier  
249 Annexation to County Sanitation District No. 7" recorded June 5, 1990 as Instrument No.  
250 90-299106 of Official Records in said Office of the County Recorder of Orange County, said  
251 southeast corner also being the southeast corner of said Parcel 3 of Parcel Map No. 79-147 and  
252 the **TRUE POINT OF BEGINNING**;

253  
254 thence along the southerly line of said Annexation No. 130 North 89°57'20" West 325.20 feet to  
255 the southwest corner of said Parcel 3;

256  
257 thence leaving said southerly line of Annexation No. 130, along the southwesterly line of said  
258 Parcel 3 North 24°03'50" West 271.08 feet to an angle point in the southwesterly boundary of  
259 Annexation No. OCSD-7 hereinbefore described in Parcel D;

260  
261 thence along said southwesterly line of Annexation No. OCSD-7 and the northeasterly line of  
262 said Parcel 3 through the following courses:

263  
264 thence South 60°22'36" East 380.42 feet;

265  
266 thence North 86°52'22" East 101.62 feet to the most northeasterly corner of said Annexation  
267 No. 130;

Exhibit "A"

268  
269 thence leaving said southwesterly line of Annexation No. OCSD-7, along the easterly line of said  
270 Annexation No. 130 and the easterly line of said Parcel 3 South 03°07'38" East 65.37 feet to the  
271 **TRUE POINT OF BEGINNING.**

272  
273 **CONTAINING:** 1.000 Acres, more or less.

274  
275  
276 **PARCEL F**

277  
278 Being that portion of Parcel 1 of Parcel Map No. 81-110 as shown on a map thereof filed in  
279 Book 163, Pages 36 and 37 of Parcel Maps in the Office of the County Recorder of said Orange  
280 County, described as follows:

281  
282 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3225R1,  
283 having a coordinate value (U.S. Survey Foot) of North 2239199.196 and East 6097872.591  
284 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
285 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
286 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
287 County Recorder of Orange County;

288  
289 thence North 86°13'44" East 413.69 feet to a point in the general westerly line of the existing  
290 boundary of the Orange County Sanitation District (OCSD) as established by "Turner  
291 Annexation No. 150 to County Sanitation District No. 7" recorded April 4, 1995 as Instrument  
292 No. 95-0141030 of Official Records in said Office of the County Recorder of Orange County,  
293 said point also being the northeasterly corner of said Parcel 1 of Parcel Map No. 81-110 and the  
294 **TRUE POINT OF BEGINNING;**

295  
296 thence along said general westerly line of Turner Annexation No. 150 through the following  
297 courses:

298  
299 thence South 29°53'49" West 188.86 feet;

300  
301 thence South 03°04'54" West 171.74 feet to the southwesterly line of said Parcel 1 of Parcel Map  
302 No. 81-110, said point being on a non-tangent curve concave northeasterly and having a radius  
303 of 180.00 feet, a radial line of said curve from said point bears North 23°37'30" East;

304  
305 thence leaving said general westerly line of Turner Annexation No. 150, along the southwesterly,  
306 westerly and northerly lines of said Parcel 1 through the following courses:

307  
308 thence along said curve northwesterly and northerly 222.68 feet through a central angle of  
309 70°52'56";

310

Exhibit "A"

311 thence tangent from said curve North 04°30'26" East 19.66 feet to the beginning of a tangent  
312 curve concave westerly and having a radius of 520.00 feet;  
313  
314 thence along said curve northerly 131.20 feet through a central angle of 14°27'24" to a point of  
315 reverse curvature with a curve concave southeasterly and having a radius of 8.61 feet, a radial  
316 line of said curve from said point bears North 80°03'02" East;  
317  
318 thence along said curve northerly, northeasterly and southeasterly 13.52 feet through a central  
319 angle of 89°59'56";  
320  
321 thence tangent from said curve North 80°02'58" East 94.89 feet to the beginning of a tangent  
322 curve concave southwesterly and having a radius of 170.00 feet;  
323  
324 thence along said curve easterly and southeasterly 119.13 feet through a central angle of  
325 40°08'59" to the **TRUE POINT OF BEGINNING**.  
326

327 **CONTAINING:** 1.013 Acres, more or less.  
328  
329

330 **PARCEL G**  
331

332 Being those portions of Lots 72 and 76 of Tract No. 918 as shown on a map thereof filed in Book  
333 28, Pages 41 through 43 of Miscellaneous Maps, together with Parcels 2, 3 and 4 of Parcel Map  
334 No. 79-143 as shown on a map thereof filed in Book 151, Pages 2 and 3 of Parcel Maps, both in  
335 the Office of the County Recorder of said Orange County, described as follows:  
336

337 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3192,  
338 having a coordinate value (U.S. Survey Foot) of North 2243089.237 and East 6095869.521  
339 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
340 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
341 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
342 County Recorder of Orange County;  
343

344 thence South 10°18'59" East 389.69 feet to a point in the northerly line of the existing boundary  
345 of the Orange County Sanitation District (OCSD) as established by "Annexation No. 88 to  
346 County Sanitation District No. 7 Harc Annexation" recorded October 23, 1980 in Book 13803,  
347 Page 123 of Official Records in said Office of the County Recorder of Orange County, said point  
348 being the **TRUE POINT OF BEGINNING**;  
349

350 thence along said northerly line of said Annexation No. 88 and the northerly and general  
351 westerly lines of "Annexation No. 115 to County Sanitation District No. 7" recorded August 18,  
352 1983 as Instrument No. 83-361635 of Official Records in said Office of the County Recorder of  
353 Orange County through the following courses:  
354

Exhibit "A"

355 thence South 73°25'00" West 542.85 feet;  
356  
357 thence South 17°04'00" East 319.97 feet;  
358  
359 thence South 16°58'01" East 110.03 feet;  
360  
361 thence South 73°25'00" West 59.96 feet;  
362  
363 thence North 65°09'45" West 200.94 feet;  
364  
365 thence South 37°30'30" West 150.16 feet;  
366  
367 thence South 41°06'20" East 175.00 feet;  
368  
369 thence South 20°22'14" East 142.89 feet;  
370  
371 thence South 55°32'58" East 50.00 feet to the southeasterly line of said Lot 72 of Tract No. 918;  
372  
373 thence leaving said general westerly line of Annexation No. 115, along the southeasterly,  
374 southwesterly and northwesterly line of said Lot 72 through the following courses:  
375  
376 thence South 34°27'02" West 419.09 feet to a point on a non-tangent curve concave  
377 southwesterly and having a radius of 440.00 feet, a radial line of said curve from said point bears  
378 South 46°21'22" West;  
379  
380 thence along said curve northwesterly 160.53 feet through a central angle of 20°54'12";  
381  
382 thence tangent from said curve North 64°32'50" West 120.44 feet;  
383  
384 thence North 25°27'10" East 418.93 feet to an angle point in the general southwesterly line of  
385 said Lot 76 of Tract No. 918;  
386  
387 thence leaving said northwesterly line of Lot 72, along said general southwesterly line of Lot 76  
388 and its northwesterly prolongation North 29°38'25" West 483.40 feet to the northerly line of said  
389 Lot 76;  
390  
391 thence along said northerly line of Lot 76 North 73°25'00" East 474.67 feet to the southwesterly  
392 corner of said Parcel 2 of Parcel Map No. 79-143;  
393  
394 thence along the westerly line of said Parcel 2 North 17°32'13" West 238.41 feet to an angle  
395 point in the general northerly line of the existing boundary of Parcel 3 of Irvine Ranch Water  
396 District Improvement District No. 256 (Orange Park Acres Annexation) as described in that  
397 certain Certificate of Completion recorded April 28, 2008 as Instrument No. 2008000198528 of  
398 Official Records in the Office of the County Recorder of said Orange County;

**Exhibit "A"**

399  
400 thence along said northerly line of Irvine Ranch Water District Improvement District No. 256  
401 through the following courses:  
402  
403 thence North 43°08'24" East 50.64 feet;  
404  
405 thence North 24°47'25" East 73.39 feet;  
406  
407 thence North 37°53'24" East 162.23 feet to a point in the northerly line of said Parcel 3 of Parcel  
408 Map No. 79-143, said point being on a non-tangent curve concave northerly and having a radius  
409 of 1272.00 feet, a radial line of said curve from said point bears North 04°58'33" East;  
410  
411 thence leaving said northerly line of Parcel 3 of Irvine Ranch Water District Improvement  
412 District No. 256, along the northerly and northeasterly line of said Parcel 3 of Parcel Map No.  
413 79-143 and the northeasterly line of said Parcel 4 of Parcel Map No. 79-143, through the  
414 following courses:  
415  
416 thence along said curve easterly 299.90 feet through a central angle of 13°30'31";  
417  
418 thence tangent from said curve North 81°28'02" East 102.53 feet;  
419  
420 thence South 57°48'35" East 16.52 feet;  
421  
422 thence South 17°05'11" East 310.02 feet to the **TRUE POINT OF BEGINNING**.

423  
424 **CONTAINING:** 13.058 Acres, more or less.  
425

426  
427 **PARCEL H**  
428

429 Being those portions of Lots 75 and 77 of Tract No. 918 as shown on a map thereof filed in Book  
430 28, Pages 41 through 43 of Miscellaneous Maps in the Office of the County Recorder of said  
431 Orange County, described as follows:  
432

433 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3192,  
434 having a coordinate value (U.S. Survey Foot) of North 2243089.237 and East 6095869.521  
435 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
436 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
437 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
438 County Recorder of Orange County;  
439

440 thence South 19°13'44" West 852.51 feet to the southwest corner of the existing boundary of the  
441 Orange County Sanitation District (OCSD) as established by "Annexation No. 88 to County  
442 Sanitation District No. 7 Harc Annexation" recorded October 23, 1980 in Book 13803, Page 123

Exhibit "A"

443 of Official Records in said Office of the County Recorder of Orange County, said southwest  
444 corner also being a point in the easterly line of the existing boundary of "Annexation No. 115 to  
445 County Sanitation District No. 7" recorded August 18, 1983 as Instrument No. 83-361635 of  
446 Official Records in said Office of the County Recorder of Orange County and the **TRUE**  
447 **POINT OF BEGINNING**;

448  
449 thence along said easterly line of said Annexation No. 115 through the following courses:

450  
451 thence South 22°02'19" East 213.10 feet;

452  
453 thence South 23°24'37" East 89.24 feet to an angle point in the general westerly line of said Lot  
454 75 of Tract No. 918;

455  
456 thence leaving said easterly line of Annexation No. 115, along the general westerly, southerly  
457 and easterly lines of said Lot 75 through the following courses:

458  
459 thence South 40°24'20" East 291.97 feet;

460  
461 thence North 39°21'45" East 195.00 feet;

462  
463 thence South 84°06'10" East 162.64 feet to a point on a non-tangent curve concave westerly and  
464 having a radius of 2460.00 feet, a radial line of said curve from said point bears  
465 South 77°59'55" West;

466  
467 thence along said curve northerly 217.48 feet through a central angle of 05°03'55";

468  
469 thence tangent from said curve North 17°04'00" West 303.51 feet to said southerly line of  
470 Annexation No. 88;

471  
472 thence leaving said easterly line of Lot 75, along said southerly line South 73°25'28" West  
473 465.85 feet to the **TRUE POINT OF BEGINNING**.

474  
475 **CONTAINING:** 4.953 Acres, more or less.

476  
477  
478 **PARCEL I**

479  
480 Being Lot 108 of Tract No. 752 as shown on a map thereof filed in Book 25, Pages 12 through  
481 14 of Miscellaneous Maps in the Office of the County Recorder of said Orange County,  
482 described as follows:

483  
484 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3192,  
485 having a coordinate value (U.S. Survey Foot) of North 2243089.237 and East 6095869.521  
486 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of

**Exhibit "A"**

487 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
488 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
489 County Recorder of Orange County;

490  
491 thence South 32°30'03" East 843.05 feet to a point in the easterly line of the existing boundary of  
492 the Orange County Sanitation District (OCSD) as established by "OCSD-40 Holle Annexation  
493 No. DA 04-03 to the Orange County Sanitation District" recorded October 20, 2004 as  
494 Instrument No. 2004000947686 of Official Records in said Office of the County Recorder of  
495 Orange County, said point also being the northwesterly corner of said Lot 108 of Tract No. 752  
496 and the **TRUE POINT OF BEGINNING**;

497  
498 thence along the easterly and northerly lines of said Annexation No. 40 through the following  
499 courses:

500  
501 thence South 08°28'19" East 150.00 feet;

502  
503 thence North 81°31'41" East 50.00 feet to the southeast corner of said Lot 108;

504  
505 thence leaving said northerly line of Annexation No. 40, along the easterly and northerly lines of  
506 said Lot 108 through the following courses:

507  
508 thence North 08°28'19" West 150.00 feet;

509  
510 thence South 81°31'41" West 50.00 feet to the **TRUE POINT OF BEGINNING**.

511  
512 **CONTAINING:** 0.172 Acres, more or less.

513  
514  
515 **PARCEL J**

516  
517 Being Parcel 3 as shown on a map filed in Book 22, Page 43 of Parcel Maps in the Office of the  
518 County Recorder of said Orange County, described as follows:

519  
520 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3192,  
521 having a coordinate value (U.S. Survey Foot) of North 2243089.237 and East 6095869.521  
522 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
523 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
524 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
525 County Recorder of Orange County;

526  
527 thence South 28°50'38" East 1382.34 feet to the southeast corner of the existing boundary of the  
528 Orange County Sanitation District (OCSD) as established by "Kendler Annexation No. 142 to  
529 the County Sanitation District No. 7" recorded May 13, 1996 as Instrument No. 96-0238500 of  
530 Official Records in said Office of the County Recorder of Orange County, said southeast corner

Exhibit "A"

531 also being the most westerly corner of Parcel 3 of said Parcel Map and the **TRUE POINT OF**  
532 **BEGINNING;**

533  
534 thence along the general easterly line of said Kendler Annexation No. 142 North 26°19'35" East  
535 107.64 feet to the southwest corner of the existing boundary of the Orange County Sanitation  
536 District (OCSD) as established by "OCSD-33 Tovatt Annexation No. DA 03-20 to the Orange  
537 County Sanitation District" recorded April 27, 2004 as Instrument No. 2004000355373 of  
538 Official Records in said Office of the County Recorder of Orange County;

539  
540 thence along the southerly line of said OCSD-33 Tovatt Annexation through the following  
541 courses:

542  
543 thence South 89°15'20" East 171.13 feet;

544  
545 thence North 57°43'00" East 119.59 feet to the northeast corner of Parcel 3 of said Parcel Map,  
546 said corner also being a point on a non-tangent curve concave northeasterly and having a radius  
547 of 430.00 feet, a radial line of said curve from said point bears North 48°44'10" East;

548  
549 thence leaving said southerly line of OCSD-33 along the northeasterly and southerly lines of said  
550 Parcel 3 through the following courses:

551  
552 thence along said curve southeasterly 65.69 feet through a central angle of 08°45'10";

553  
554 thence tangent from said curve South 50°01'00" East 134.10 feet;

555  
556 thence South 81°30'10" West 394.20 feet;

557  
558 thence North 68°01'53" West 86.00 feet to the **TRUE POINT OF BEGINNING.**

559  
560 **CONTAINING:** 1.085 Acres, more or less.

561  
562  
563 **PARCEL K**

564  
565 Being Lot A of Tract No. 8972 as shown on a map thereof filed in Book 365, Pages 16 through  
566 18 of Miscellaneous Maps in the Office of the County Recorder of said Orange County,  
567 described as follows:

568  
569 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3225R1,  
570 having a coordinate value (U.S. Survey Foot) of North 2239199.196 and East 6097872.591  
571 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
572 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
573 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
574 County Recorder of Orange County;

**Exhibit "A"**

575  
576 thence South 53°17'41" West 840.41 feet to a point in the general southerly boundary line of  
577 Parcel 3 of Irvine Ranch Water District Improvement District No. 256 (Orange Park Acres  
578 Annexation) as described in that certain Certificate of Completion recorded April 28, 2008 as  
579 Instrument No. 2008000198528 of Official Records in the Office of the County Recorder of said  
580 Orange County, said point also being the southeast corner of the existing boundary of the Orange  
581 County Sanitation District (OCSD) as established by "Annexation No. 129 to the County  
582 Sanitation District No. 7" recorded July 13, 1990 as Instrument No. 90-371166 of Official  
583 Records in said Office of the County Recorder of Orange County and the **TRUE POINT OF**  
584 **BEGINNING**;

585  
586 thence along the easterly line of said Annexation No. 129 North 16°37'22" West 357.44 feet to  
587 the northwest corner of said Lot A, said corner being a point on a non-tangent curve concave  
588 southerly and having a radius of 370.00 feet, a radial line of said curve from said point bears  
589 South 22°21'01" East;

590  
591 thence leaving said easterly line of Annexation No. 129, along the northerly line of said Lot A  
592 and said curve easterly 51.72 feet through a central angle of 08°00'33" to the westerly line of the  
593 existing boundary of the Orange County Sanitation District (OCSD) as established by "Smith  
594 Annexation No. 91 to County Sanitation District No. 7" recorded May 3, 1983 as Instrument No.  
595 83-186151 of Official Records in said Office of the County Recorder of Orange County;

596  
597 thence along the westerly line of said Smith Annexation No. 91 and the northerly and westerly  
598 line of "Annexation No. 52 (St. Amand) to County Sanitation District No. 7" recorded December  
599 22, 1976 in Book 12006, Page 311 of Official Records in said Office of the County Recorder of  
600 Orange County, through the following courses:

601  
602 thence non-tangent from said curve South 16°37'22" East 137.85 feet;

603  
604 thence North 89°54'36" West 26.10 feet;

605  
606 thence South 16°37'22" East 236.64 feet to the general southerly boundary line of said Parcel 3  
607 of Irvine Ranch Water District Improvement District No. 256;

608  
609 thence along said general southerly boundary line North 89°56'30" West 27.83 feet to the **TRUE**  
610 **POINT OF BEGINNING**.

611  
612 **CONTAINING: 0.299 Acres, more or less.**

613  
614  
615 **PARCEL L**

616

Exhibit "A"

617 Being Lot 2 of Tract No. 8663 as shown on a map thereof filed in Book 424, Pages 29 and 30 of  
618 Miscellaneous Maps in the Office of the County Recorder of said Orange County, described as  
619 follows:

620  
621 **COMMENCING** at Orange County Surveyor's Horizontal Control Station GPS No. 3169,  
622 having a coordinate value (U.S. Survey Foot) of North 2237747.834 and East 6090377.799  
623 based upon the California Coordinate System (CCS83), Zone VI, North American Datum of  
624 1983 (1991.35 epoch, Orange County Surveyor GPS adjustment) as shown on Record of Survey  
625 No. 92-1028 filed in Book 149, Pages 10 through 20 of Records of Surveys in said Office of the  
626 County Recorder of Orange County;

627  
628 thence North 77°27'08" East 814.87 feet to a point in the existing boundary of Parcel 2 of Irvine  
629 Ranch Water District Improvement District No. 256 (Orange Park Acres Annexation) as  
630 described in that certain Certificate of Completion recorded April 28, 2008 as Instrument No.  
631 2008000198528 of Official Records in the Office of the County Recorder of said Orange  
632 County, said point being the southwesterly corner of said Lot 2 of said Tract No. 8663 and the  
633 **TRUE POINT OF BEGINNING**;

634  
635 thence along the general westerly line of said existing boundary of Irvine Ranch Water District  
636 Improvement District No. 256 North 00°38'15" East 145.00 feet to the northwest corner of said  
637 Lot 2;

638  
639 thence leaving said general westerly line, along the northerly line of said Lot 2 and the southerly  
640 line of that "N.A.P." (Not A Part) boundary of said Irvine Ranch Water District Improvement  
641 District No. 256 South 89°18'28" East 124.00 feet to the northeast corner of said Lot 2 of Tract  
642 No. 8663;

643  
644 thence leaving said southerly line of the "N.A.P." boundary, along the easterly and southerly  
645 lines of said Lot 2 of Tract No. 8663 through the following courses:

646  
647 thence South 00°42'19" West 120.00 feet;

648  
649 thence South 34°27'59" East 50.20 feet to a point on a non-tangent curve concave southeasterly  
650 and having a radius of 39.00 feet, a radial line of said curve from said point bears  
651 South 34°27'59" East;

652  
653 thence along said curve southwesterly 19.63 feet through a central angle of 28°50'12";

654  
655 thence radially from said curve North 63°18'11" West 70.26 feet;

656  
657 thence North 89°17'41" West 77.00 feet to the **TRUE POINT OF BEGINNING**.

658  
659 **CONTAINING:** 0.444 Acres, more or less.

660

**Exhibit "A"**

661  
662 **TOGETHER WITH** Annexation No. OCSD-7 Hormuth Annexation No. DA 02-06 (formerly  
663 DA 99-10) to Orange County Sanitation District recorded August 29, 2002 as Instrument No.  
664 20020732180 of Official Records in said Office of the County Recorder of Orange County,  
665  
666 OCSD-12 Gallentine Annexation No. OCSD No. 00-07 to Orange County Sanitation District  
667 recorded March 23, 2001 as Instrument No. 20010171014 of Official Records in said Office of  
668 the County Recorder of Orange County,  
669  
670 Parcel Map 98-233 Annexation to the City of Orange (Reorganization No. RO 00-10) recorded  
671 August 24, 2001 as Instrument No. 20010592477 of Official Records in said Office of the  
672 County Recorder of Orange County,  
673  
674 OCSD-19 Hughes Annexation No. DA 01-01 to the Orange County Sanitation District recorded  
675 April 25, 2001 as Instrument No. 20010254417 of Official Records in said Office of the County  
676 Recorder of Orange County,  
677  
678 OCSD-27 Dangler Annexation No. DA 02-17 to the Orange County Sanitation District recorded  
679 July 22, 2005 as Instrument No. 2005000568978 of Official Records in said Office of the County  
680 Recorder of Orange County,  
681  
682 OCSD-31 Matiasevich Annexation No. DA 03-16 to the Orange County Sanitation District  
683 recorded May 21, 2004 as Instrument No. 2004000456573 of Official Records in said Office of  
684 the County Recorder of Orange County,  
685  
686 OCSD-33 Tovatt Annexation No. DA 03-20 to the Orange County Sanitation District recorded  
687 April 27, 2004 as Instrument No. 2004000355373 of Official Records in said Office of the  
688 County Recorder of Orange County,  
689  
690 OCSD-35 Kirkland Annexation No. DA 03-22 to the Orange County Sanitation District recorded  
691 April 27, 2004 as Instrument No. 2004000355374 of Official Records in said Office of the  
692 County Recorder of Orange County,  
693  
694 OCSD-36 Holtz Annexation No. DA 03-23 to the Orange County Sanitation District recorded  
695 April 27, 2004 as Instrument No. 2004000355375 of Official Records in said Office of the  
696 County Recorder of Orange County,  
697  
698 OCSD-39 Aronson Annexation No. DA 03-27 to the Orange County Sanitation District recorded  
699 July 22, 2005 as Instrument No. 2005000568976 of Official Records in said Office of the County  
700 Recorder of Orange County,  
701  
702 OCSD-40 Holle Annexation No. DA 04-03 to the Orange County Sanitation District recorded  
703 October 20, 2004 as Instrument No. 2004000947686 of Official Records in said Office of the  
704 County Recorder of Orange County,

**Exhibit "A"**

705  
706 OCSD-41 Bottger Annexation No. DA 04-05 to the Orange County Sanitation District recorded  
707 July 22, 2005 as Instrument No. 2005000568977 of Official Records in said Office of the County  
708 Recorder of Orange County,  
709  
710 OCSD-44 Ufkes/Sanford/Arnold Annexation No. DA 04-11 to the Orange County Sanitation  
711 District recorded April 13, 2005 as Instrument No. 2005000280718 of Official Records in said  
712 Office of the County Recorder of Orange County,  
713  
714 OCSD-45 Bollen Annexation No. DA 04-17 to the Orange County Sanitation District recorded  
715 May 16, 2005 as Instrument No. 2005000375001 of Official Records in said Office of the  
716 County Recorder of Orange County,  
717  
718 OCSD-49 McCreary Annexation No. DA 05-15 to the Orange County Sanitation District  
719 recorded September 12, 2005 as Instrument No. 2005000718620 of Official Records in said  
720 Office of the County Recorder of Orange County,  
721  
722 Parcel 1 of OCSD-50 Reorganization of Sullivan Annexation No. DA 05-16 to Orange County  
723 Sanitation District recorded April 12, 2006 as Instrument No. 2006000244273 of Official  
724 Records in said Office of the County Recorder of Orange County,  
725  
726 Annexation No. 50 Tract 8348 to County Sanitation District No. 7 recorded April 13, 1977 in  
727 Book 12144, Page 1379 of Official Records in said Office of the County Recorder of Orange  
728 County,  
729  
730 Annexation No. 52 (St. Amand) to County Sanitation District No. 7 recorded December 22, 1976  
731 in Book 12006, Page 311 of Official Records in said Office of the County Recorder of Orange  
732 County,  
733  
734 Annexation No. 66 to County Sanitation District No. 7 recorded July 3, 1978 in Book 12745,  
735 Page 114 of Official Records in said Office of the County Recorder of Orange County,  
736  
737 Annexation No. 75 to County Sanitation District No. 7 recorded August 28, 1978 in Book 12817,  
738 Page 1951 of Official Records in said Office of the County Recorder of Orange County,  
739  
740 Annexation No. 88 to County Sanitation District No. 7 Harc Annexation recorded October 23,  
741 1980 in Book 13803, Page 123 of Official Records in said Office of the County Recorder of  
742 Orange County,  
743  
744 Smith Annexation No. 91 to County Sanitation District No. 7 recorded May 3, 1983 as  
745 Instrument No. 83-186151 of Official Records in said Office of the County Recorder of Orange  
746 County,  
747

**Exhibit "A"**

748 Annexation No. 107 (Huff Annexation) to Orange County Sanitation District No. 7 recorded  
749 October 8, 1984 as Instrument No. 84-416265 of Official Records in said Office of the County  
750 Recorder of Orange County,  
751  
752 Annexation No. 115 to County Sanitation District No. 7 recorded August 18, 1983 as Instrument  
753 No. 83-361635 of Official Records in said Office of the County Recorder of Orange County,  
754  
755 Annexation No. 117 – Sodaro Annexation to County Sanitation District No. 7 recorded February  
756 1, 1984 as Instrument No. 84-047019 of Official Records in said Office of the County Recorder  
757 of Orange County,  
758  
759 Annexation No. 118 – Dang Annexation to County Sanitation District No. 7 recorded February  
760 1, 1984 as Instrument No. 84-047018 of Official Records in said Office of the County Recorder  
761 of Orange County,  
762  
763 Annexation No. 121 – Dr. Hurria Annexation to County Sanitation District No. 7 recorded  
764 September 25, 1985 as Instrument No. 85-366462 of Official Records in said Office of the  
765 County Recorder of Orange County,  
766  
767 Annexation No. 126 – Newell-Muth Annexation to County Sanitation District No. 7 recorded  
768 August 2, 1988 as Instrument No. 88-376652 of Official Records in said Office of the County  
769 Recorder of Orange County,  
770  
771 Annexation No. 129 to the County Sanitation District No. 7 recorded July 13, 1990 as Instrument  
772 No. 90-371166 of Official Records in said Office of the County Recorder of Orange County,  
773  
774 Garr Annexation No. 139 to County Sanitation District No. 7 recorded December 1, 1994 as  
775 Instrument No. 94-0693715 of Official Records in said Office of the County Recorder of Orange  
776 County,  
777  
778 Tyner Annexation No. 141 to County Sanitation District No. 7 recorded May 12, 1992 as  
779 Instrument No. 92-315274 of Official Records in said Office of the County Recorder of Orange  
780 County,  
781  
782 Kendler Annexation No. 142 to County Sanitation District No. 7 recorded May 13, 1996 as  
783 Instrument No. 96-0238500 of Official Records in said Office of the County Recorder of Orange  
784 County, and  
785  
786 Turner Annexation No. 150 to County Sanitation District No. 7 recorded April 4, 1995 as  
787 Instrument No. 95-0141030 of Official Records in said Office of the County Recorder of Orange  
788 County,  
789  
790

Exhibit "A"

791 **TOGETHER WITH** Parcels 4, 5 and 6 of Irvine Ranch Water District Improvement District  
792 No. 256 (Orange Park Acres Annexation) as described in that certain Certificate of Completion  
793 recorded April 28, 2008 as Instrument No. 2008000198528 of Official Records in said Office of  
794 the County Recorder of Orange County.

795  
796  
797 Unless otherwise noted, all distances in this description are ground based on the California  
798 Coordinate System, (CC83) Zone VI NAD 1983 (1991.35 epoch O.C.S. GPS Adjustment). To  
799 obtain grid distance multiply ground distance by 0.99997210.

800  
801  
802 **EXHIBIT "B"** attached and by this reference made a part hereof.

803  
804  
805

806 This document was prepared by me or  
807 under my direct supervision.

808  
809 Dated this 5<sup>th</sup> day of July, 2011

810  
811   
812  
813 Kurt R. Troxell, P.L.S. 7854



814  
815  
816

817 This Proposal does meet the approval  
818 of the Orange County Surveyor's Office

819  
820 Dated this 6<sup>TH</sup> day of JULY, 2011

821  
822  
823 By:  DEPUTY  
824 Raymond L. Mathe, L.S. 6185  
825 County Surveyor  
826 Expiration: March 31, 2012



827  
828  
829

H:\pdata\10108118\Admin\Legals\Detach-1\_ID-256.docx

# Exhibit "B"

RESOLUTION NO. 2011-\_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE IRVINE RANCH WATER DISTRICT RESCINDING  
DECLARATION OF INTENTION TO ADOPT A PLAN  
OF WORKS FOR IMPROVEMENT DISTRICT NO. 256  
(RESCINDING RESOLUTION NO. 2011-29)

WHEREAS, on July 11, 2011, the Board of Directors of Irvine Ranch Water District ("IRWD") adopted Resolution No. 2011-29, declaring IRWD's intention to adopt a plan of works for Improvement District No. 256, and setting a hearing thereon to be held on July 25, 2011; and

WHEREAS, at the time set, the Board of Directors opened the hearing and ordered the hearing continued to Monday, the August 8, 2011, at the hour of 5:00 p.m. of said day (or as soon thereafter as is reasonably practicable) in the Board of Directors Room of Irvine Ranch Water District, 15600 Sand Canyon Avenue, Irvine, California; and

WHEREAS, at the time set for the continued hearing, the duly noticed and continued public hearing was held and all persons interested, including all persons owning land within the territory included in the improvement district, were given an opportunity to be heard concerning any matters set forth in said Resolution;

WHEREAS, this Board has decided to discontinue the proceedings for the adoption of a plan of works for Improvement District No. 256.

NOW, THEREFORE, the Board of Directors of the Irvine Ranch Water District DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

Section 1. Resolution No. 2011-29 is hereby rescinded in its entirety.

Section 2. The proceedings to adopt a plan of works for Improvement District No. 256, including the hearing thereon, are hereby terminated, without prejudice. New proceedings shall be initiated if and at such time as the Board considers the adoption of a plan of works for said improvement district.

ADOPTED, SIGNED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
President/Vice President  
IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

\_\_\_\_\_  
Secretary/Assistant Secretary  
IRVINE RANCH WATER DISTRICT  
and of the Board of Directors thereof

APPROVED AS TO FORM:

BOWIE, ARNESON,  
WILES & GIANNONE  
Legal Counsel - IRWD

By \_\_\_\_\_  
080211

**DETACHMENT PARCELS (EXISTING ORANGE COUNTY SANITATION DISTRICT BOUNDARIES)**

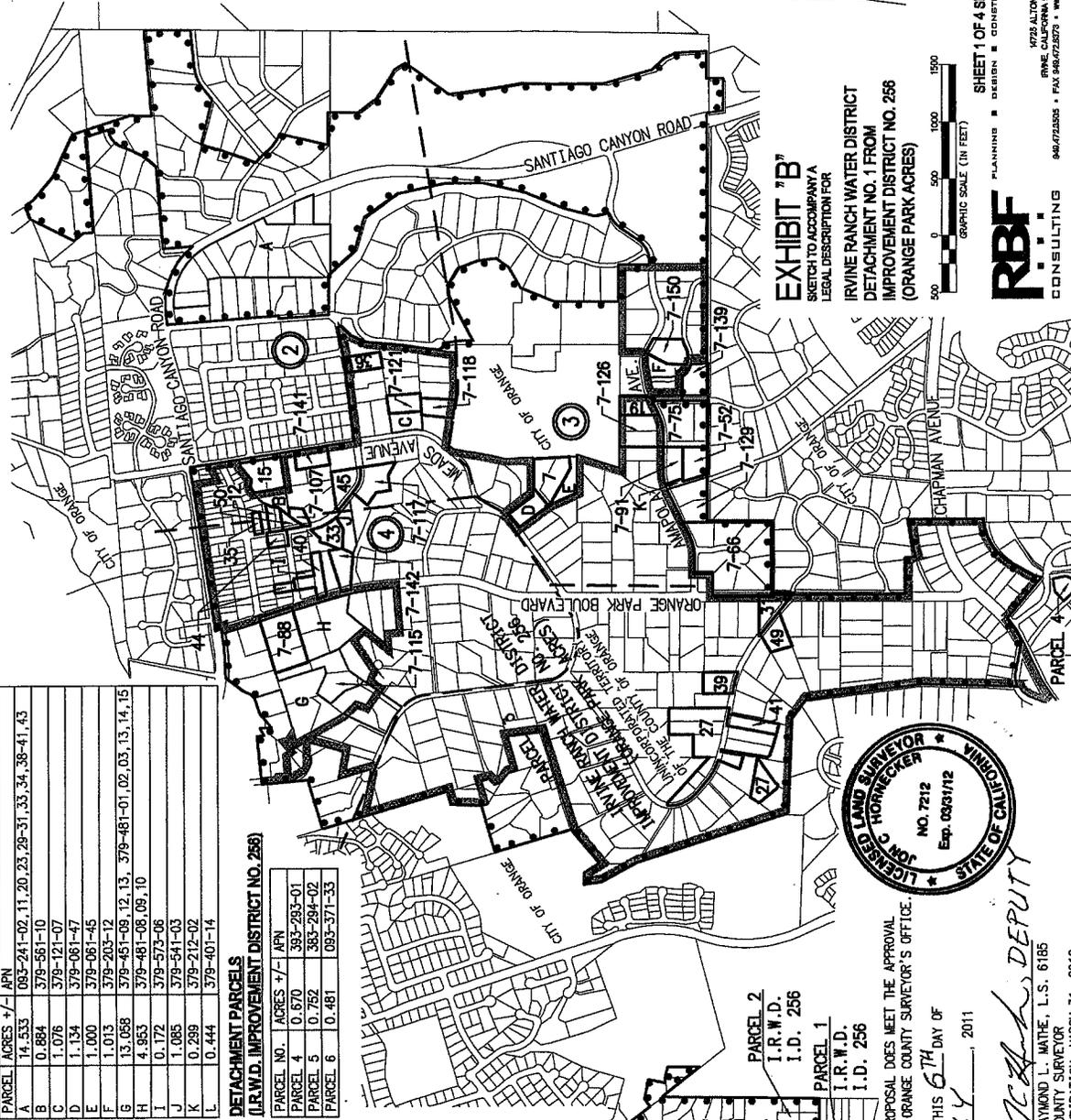
ANNEXATION NUMBER	ACRES +/-	ANNEXATION NAME	APN
7			
2,230	0.595	0CSD-7 HORNUTH	379-061-48,49
12	2.249	0CSD-12 GALENTINE	379-582-19
15	1.121	0CSD-15 PARCEL MAP 08-233 (RO 00-10)	379-561-12,13
19	9.190	0CSD-19 HUGHES	379-211-05
27	1.300	0CSD-27 DANGLER	093-441-02,03,04,42,43,44
31	1.020	0CSD-31 MATASEVICH	093-442-11,12,13,16
33	0.310	0CSD-33 TOVATT	379-411-08
35	1.000	0CSD-35 KIRKLAND	379-541-02
36	1.240	0CSD-36 HOLTZ	379-582-14
38	1.170	0CSD-38 ARONSON	379-121-02
40	1.400	0CSD-40 HOLLE	093-441-33
41	1.070	0CSD-41 BOITGER	379-573-07,09
44	1.880	0CSD-44 UPKES, ET AL.	093-442-14
45	1.220	0CSD-48 MCCREARY	379-572-13,19,20
49	0.42	0CSD-50 RE-096 OF SULLIVAN (PARCEL 1)	379-561-06
7-50	6.904	ANNEX. NO. 50 TO SANITATION DISTRICT NO. 7	093-433-10
7-52	1.383	ANNEX. NO. 52 TO SANITATION DISTRICT NO. 7	379-582-12
7-52	10.020	ANNEX. NO. 52 TO SANITATION DISTRICT NO. 7	379-141-01 THROUGH 13
7-75	4.101	ANNEX. NO. 75 TO SANITATION DISTRICT NO. 7	379-212-02 THROUGH 10
7-88	3.560	ANNEX. NO. 88 TO SANITATION DISTRICT NO. 7	379-212-06,07,08,09
7-91	1.166	ANNEX. NO. 91 TO SANITATION DISTRICT NO. 7	379-212-03
7-107	0.450	ANNEX. NO. 107 TO SANITATION DISTRICT NO. 7	379-561-09
115	3.150	ANNEX. NO. 115 TO SANITATION DISTRICT NO. 7	379-481-04,11,12
117	1.920	ANNEX. NO. 117 TO SANITATION DISTRICT NO. 7	379-551-11
118	1.068	ANNEX. NO. 118 TO SANITATION DISTRICT NO. 7	379-121-15
121	2.479	ANNEX. NO. 121 TO SANITATION DISTRICT NO. 7	379-121-08
126	2.470	ANNEX. NO. 126 TO SANITATION DISTRICT NO. 7	379-211-07,08
129	1.589	ANNEX. NO. 129 TO SANITATION DISTRICT NO. 7	379-212-10,11
139	1.117	ANNEX. NO. 139 TO SANITATION DISTRICT NO. 7	379-203-02
141	1.180	ANNEX. NO. 141 TO SANITATION DISTRICT NO. 7	379-561-03
142	1.280	ANNEX. NO. 142 TO SANITATION DISTRICT NO. 7	379-541-05
150	1.540	ANNEX. NO. 150 TO SANITATION DISTRICT NO. 7	379-203-13

**DETACHMENT PARCELS (I.R.W.D. IMPROVEMENT DISTRICT NO. 256)**

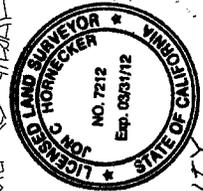
PARCEL	ACRES +/-	APN
A	14.533	093-241-02,11,20,23,28-31,33,34,38-41,43
B	0.884	379-561-10
C	1.076	379-121-07
D	1.134	379-061-47
E	1.000	379-203-12
F	1.013	379-061-45
G	13.068	379-45-09,12,13, 379-481-01,02,03,13,14,15
H	4.953	379-481-08,09,10
I	0.172	379-573-06
J	1.085	379-541-03
K	0.299	379-212-02
L	0.444	379-401-14

**DETACHMENT PARCELS (I.R.W.D. IMPROVEMENT DISTRICT NO. 256)**

PARCEL NO.	ACRES +/-	APN
PARCEL 4	0.670	393-293-01
PARCEL 5	0.752	383-294-02
PARCEL 6	0.481	093-371-33



**EXHIBIT "B"**  
 SKETCH TO ACCOMPANY A  
 LEGAL DESCRIPTION FOR  
 IRVINE RANCH WATER DISTRICT  
 DETACHMENT NO. 1 FROM  
 IMPROVEMENT DISTRICT NO. 256  
 (ORANGE PARK ACRES)



PARCEL 2  
 I.R.W.D.  
 I.D. 256

PARCEL 1  
 I.R.W.D.  
 I.D. 256

THIS PROPOSAL DOES MEET THE APPROVAL  
 OF THE ORANGE COUNTY SURVEYOR'S OFFICE.  
 DATED THIS 6<sup>TH</sup> DAY OF  
 JULY, 2011

BY: *Raymond L. Mathe*  
 RAYMOND L. MATHE, L.S. 6185  
 COUNTY SURVEYOR  
 EXPIRATION: MARCH 31, 2012



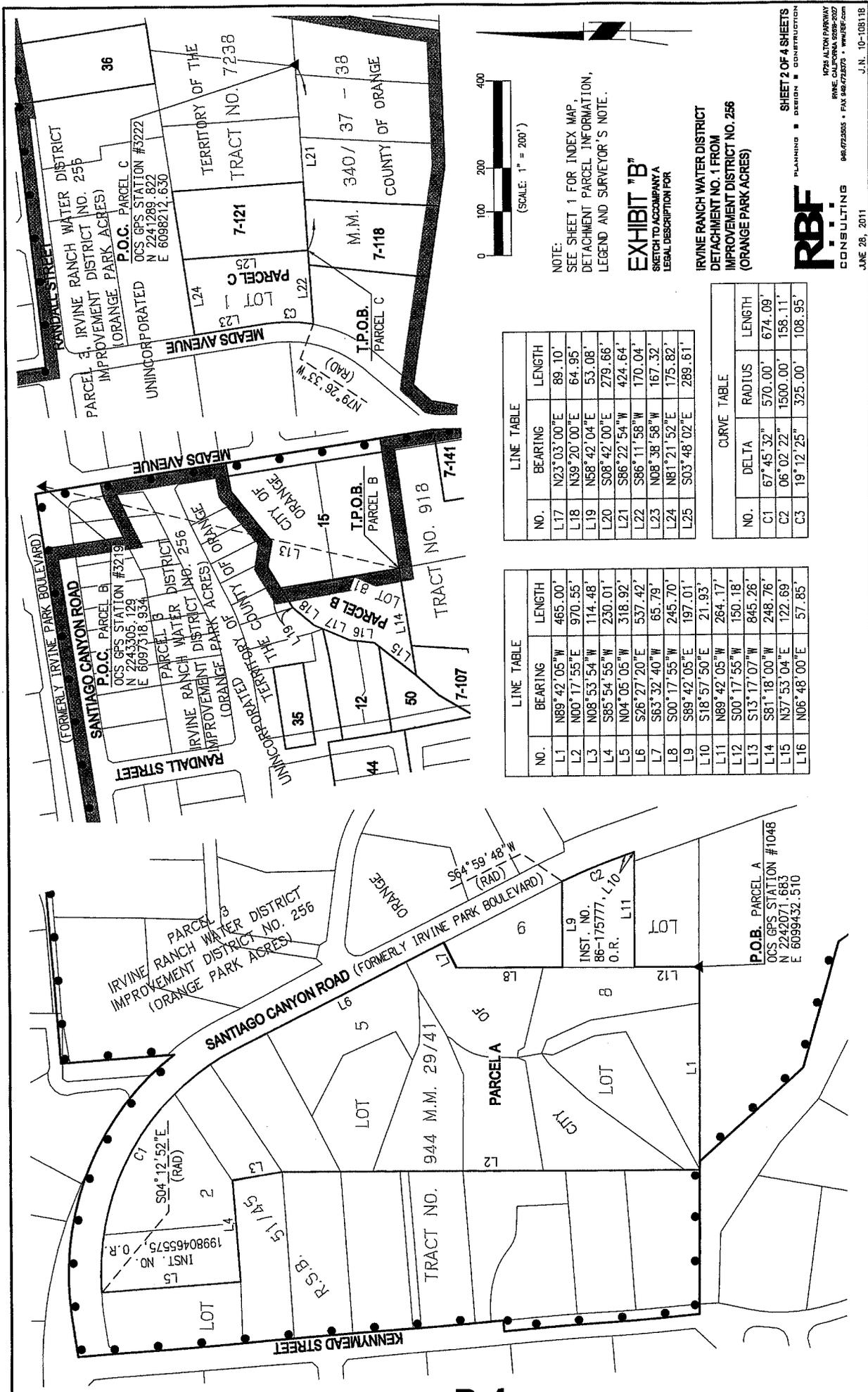
SEPARATED BY ME OR UNDER MY DIRECT  
 PERSUASION.  
*Kurt B. Troxell*  
 KURT B. TROXELL, P.L.S., 7854

UNINCORPORATED  
 TERRITORY OF THE  
 COUNTY OF ORANGE

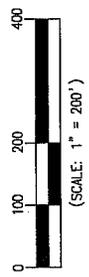
UNINCORPORATED  
 TERRITORY OF THE  
 COUNTY OF ORANGE

**SURVEYOR'S NOTE**  
 UNLESS OTHERWISE NOTED, ALL DISTANCES ON THIS MAP ARE IN GROUND. TO OBTAIN GRID  
 DISTANCE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE VI NAD 1983  
 (1981.35 EPOCH O.C.S. GPS ADJUSTMENT), MULTIPLY GROUND DISTANCE BY 0.99997210.

- LEGEND**
- ② INDICATES MAP SHEET DETAIL
  - ▲ INDICATES ORANGE COUNTY SURVEYOR GPS STATION AS NOTED
  - ▭ PARCELS BEING DETACHED FROM IMPROVEMENT DISTRICT NO. 256
  - ▭ BOUNDARY OF UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE
  - ▭ EXISTING BOUNDARY OF IRVINE RANCH WATER DISTRICT IMPROVEMENT DISTRICT NO. 256 (ANNEXATION NO. 28 TO IRWD)



**B-4**



NOTE:  
SEE SHEET 1 FOR INDEX MAP,  
DETACHMENT PARCEL INFORMATION,  
LEGEND AND SURVEYOR'S NOTE.

**EXHIBIT 'B'**  
SKETCH TO ACCOMPANY A  
LEGAL DESCRIPTION FOR

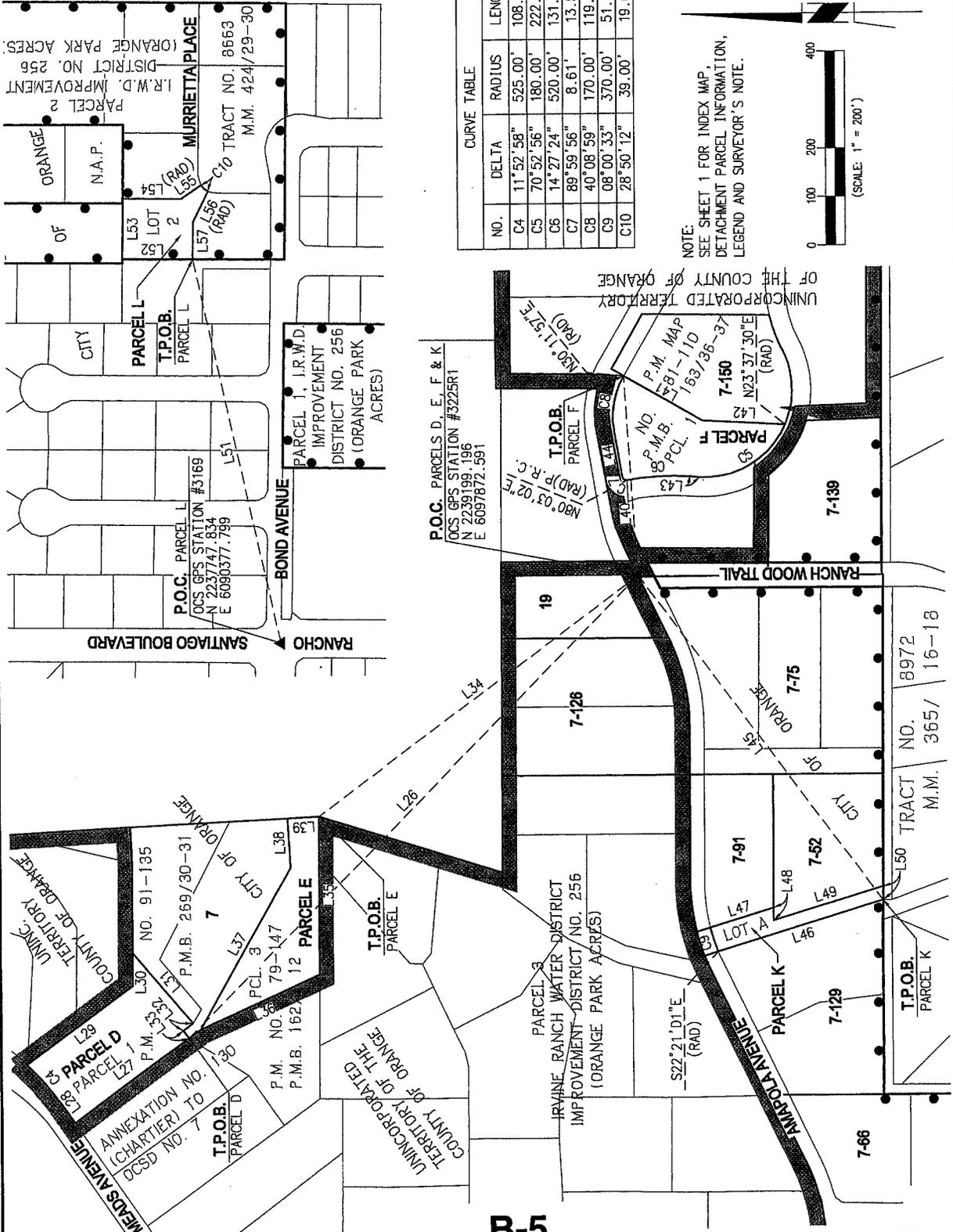
IRVINE RANCH WATER DISTRICT  
DETACHMENT NO. 1 FROM  
IMPROVEMENT DISTRICT NO. 256  
(ORANGE PARK ACRES)

LINE TABLE		
NO.	BEARING	LENGTH
L17	N23°03'00"E	89.10'
L18	N39°20'00"E	64.95'
L19	N58°42'04"E	53.08'
L20	S08°42'00"E	279.66'
L21	S86°22'54"W	424.64'
L22	S86°11'58"W	170.04'
L23	N08°38'58"W	167.32'
L24	N81°21'52"E	175.82'
L25	S03°48'02"E	289.61'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°42'05"W	465.00'
L2	N00°17'55"E	970.55'
L3	N08°53'54"W	114.48'
L4	S85°54'55"W	230.01'
L5	N04°05'05"W	318.92'
L6	S26°27'20"E	537.42'
L7	S63°37'40"W	65.79'
L8	S00°17'55"W	245.70'
L9	S89°42'05"E	197.01'
L10	S18°57'50"E	21.93'
L11	N89°42'05"W	264.17'
L12	S00°17'55"W	150.18'
L13	S13°17'07"W	845.26'
L14	S81°18'00"W	248.76'
L15	N37°53'04"E	122.69'
L16	N06°48'00"E	57.85'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	67°45'32"	570.00'	674.09'
C2	06°02'22"	1500.00'	158.11'
C3	19°12'25"	325.00'	108.95'

PLANNING ■ DESIGN ■ CONSTRUCTION  
**RBF**  
1025 ALTON PARKWAY  
IRVINE, CALIFORNIA 92618-2027  
949.472.5005 • FAX 949.472.5075 • WWW.RBF.COM  
JUNE 28, 2011  
SHEET 2 OF 4 SHEETS



LINE TABLE

NO.	BEARING	LENGTH
L26	M44°55'35"W	1333.53'
L27	N55°38'55"W	291.91'
L28	N64°22'30"E	46.82'
L29	S35°38'55"E	272.94'
L30	S89°59'30"E	67.00'
L31	S49°29'34"W	190.05'
L32	N35°38'55"W	25.00'
L33	S54°21'05"W	20.00'
L34	N36°00'54"W	831.43'
L35	N83°57'20"W	325.20'
L36	N24°03'50"W	271.08'
L37	S60°22'36"E	380.42'
L38	N86°52'22"E	101.62'
L39	S03°07'38"E	65.37'
L40	N86°13'44"E	413.69'
L41	S29°53'49"W	188.86'
L42	S03°04'54"W	171.74'
L43	N04°30'26"E	19.66'
L44	N80°02'58"E	94.89'
L45	S53°17'41"W	840.41'
L46	N16°37'22"W	357.44'
L47	S16°37'22"E	137.85'
L48	N89°54'36"W	26.10'
L49	S16°37'22"E	236.64'
L50	N89°56'30"W	27.83'
L51	N77°27'08"E	814.87'
L52	N00°38'15"E	145.00'
L53	S89°18'28"E	124.00'
L54	S00°42'19"W	120.00'
L55	S34°27'59"E	50.20'
L56	N63°18'11"W	70.26'
L57	N89°17'41"W	77.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH
C4	11°52'58"	525.00'	108.88'
C5	70°52'56"	180.00'	222.68'
C6	14°27'24"	520.00'	131.20'
C7	89°59'56"	8.61'	13.52'
C8	40°08'59"	170.00'	119.13'
C9	08°00'33"	370.00'	51.72'
C10	28°50'12"	39.00'	19.63'

**EXHIBIT "B"**  
 SKETCH TO ACCOMPANY A  
 LEGAL DESCRIPTION FOR

IRVINE RANCH WATER DISTRICT  
 DETACHMENT NO. 1 FROM  
 IMPROVEMENT DISTRICT NO. 256  
 (ORANGE PARK ACRES)

NOTE:  
 SEE SHEET 1 FOR INDEX MAP,  
 DETACHMENT PARCEL INFORMATION,  
 LEGEND AND SURVEYOR'S NOTE.



SHEET 3 OF 4 SHEETS  
 PLANNING ■ DESIGN ■ CONSTRUCTION  
 JUNE 28, 2011  
 R:\P04\TA\10108118\CADD\MPF\ENG\CHIBTES\VEATCH-1\_D-256\_SHTS\_3-A.DWG SHARRS 7/1/11 4:46 pm

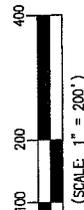
**B-5**

LINE TABLE		
NO.	BEARING	LENGTH
L79	S17°05'11"E	310.02'
L80	S19°13'44"W	852.51'
L81	S22°02'19"E	213.10'
L82	S23°24'37"E	89.24'
L83	S40°24'20"E	291.97'
L84	N39°21'45"E	195.00'
L85	S84°06'10"E	162.64'
L86	N17°04'00"W	303.51'
L87	S73°25'28"W	465.85'
L88	S32°30'03"E	843.05'
L89	S08°28'19"E	150.00'
L90	N61°31'41"E	50.00'
L91	N08°28'19"W	150.00'
L92	S81°31'41"W	50.00'
L93	S28°50'38"E	1382.34'
L94	N26°19'35"E	107.64'
L95	S89°15'20"E	171.13'
L96	N57°43'00"E	119.59'
L97	S50°01'00"E	134.10'
L98	S81°30'10"W	394.20'
L99	N68°01'53"W	86.00'

LINE TABLE		
NO.	BEARING	LENGTH
L58	S10°18'59"E	389.69'
L59	S73°25'00"W	542.85'
L60	S17°04'00"E	319.97'
L61	S16°58'01"E	110.03'
L62	S73°25'00"W	59.96'
L63	N65°09'45"W	200.94'
L64	S37°30'30"W	150.16'
L65	S41°06'20"E	175.00'
L66	S20°22'14"E	142.88'
L67	S55°32'58"E	50.00'
L68	S34°27'02"W	419.09'
L69	N64°32'50"W	120.44'
L70	N25°27'10"E	418.93'
L71	N29°38'25"W	483.40'
L72	N73°25'00"E	474.67'
L73	N17°32'13"W	238.41'
L74	M3°08'24"E	50.64'
L75	N24°47'25"E	73.39'
L76	N37°53'24"E	162.23'
L77	N81°28'02"E	102.53'
L78	S57°48'35"E	16.52'

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C11	20°54'12"	440.00'	160.53'
C12	13°30'31"	1272.00'	299.90'
C13	05°03'55"	2460.00'	217.48'
C14	08°45'10"	430.00'	65.69'

NOTE:  
SEE SHEET 1 FOR INDEX  
MAP, DETACHMENT PARCEL  
INFORMATION, LEGEND  
AND SURVEYOR'S NOTE.



**EXHIBIT 'B'**  
SKETCH TO ACCOMPANY A  
LEGAL DESCRIPTION FOR

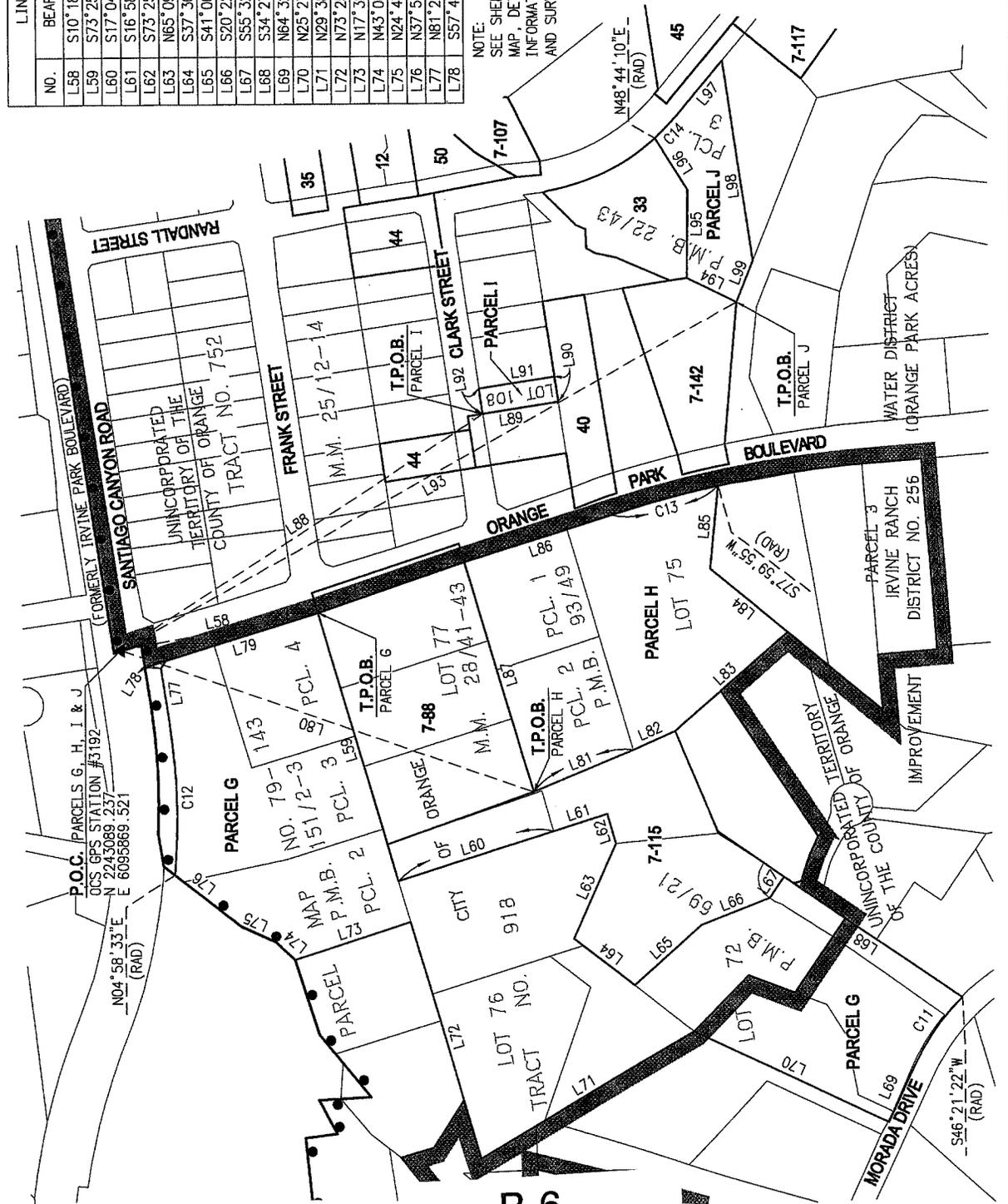
IRVINE RANCH WATER DISTRICT  
DETACHMENT NO. 1 FROM  
IMPROVEMENT DISTRICT NO. 256  
(ORANGE PARK ACRES)

**RBF**  
PLANNING ■ DESIGN ■ CONSTRUCTION

1425 ALTON PARKWAY  
IRVINE, CALIFORNIA 92614-2027  
949.423.0505 • FAX 949.423.0573 • www.RBF.com

JUNE 28, 2011

SHEET 4 OF 4 SHEETS



B-6

August 8, 2011  
Prepared and  
Submitted by: L. Bonkowski   
Approved by: P. Cook 

CONSENT CALENDAR

MINUTES OF REGULAR BOARD MEETING

SUMMARY:

Provided are the minutes of the July 25, 2011 Regular Board Meeting for approval.

FISCAL IMPACTS:

None.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE MINUTES OF THE JULY 25, 2011 REGULAR BOARD MEETING APPROVED AS PRESENTED.

LIST OF EXHIBITS:

Exhibit "A" – July 25, 2011 Regular Board Meeting

## EXHIBIT "A"

### MINUTES OF REGULAR MEETING – JULY 25, 2011

The regular meeting of the Board of Directors of the Irvine Ranch Water District (IRWD) was called to order at 5:00 p.m. by President LaMar on July 25, 2011 in the District office, 15600 Sand Canyon Avenue, Irvine, California.

Directors Present: Withers, LaMar, Matheis, Swan, and Reinhart

Directors Absent: None.

Also Present: Interim General Manager Cook, Senior Director of Finance Cherney, Senior Director of Operations Pedersen, Director of Engineering Burton, Secretary Bonkowski, Treasurer Jacobson, Legal Counsel Arneson, Director of Water Resources Heiertz, Director of Public Affairs Beeman, Director of Wastewater Operations Posey, Mr. Paul Weghorst, Mr. Malcolm Cortez, Mr. Christopher Smithson, Ms. Kirsten McLaughlin, Mr. Mike Hoolihan, Mr. Dean Kirk, Mr. Dan Miller, Mr. Sat Tamaribuchi, Mr. Jim Reed, Mr. Bruce Newell, Mr. Peter Herzog, Mr. Wayne Clark and other members of the public and staff.

WRITTEN COMMUNICATION: None.

ORAL COMMUNICATION:

Mrs. Joan Irvine Smith's assistant addressed the Board of Directors with respect to the Dyer Road Wellfield. She said it was her understanding that currently wells C-8 and C-9 will operate in accordance with the District's annual pumping plan. Wells, 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17 and 18 will be off. The District's currently planned pumping for July is 2,560 AF. This was confirmed by Mr. Cook, Interim General Manager of the District.

With respect to the Orange County Basin Groundwater Conjunctive Use Program being coordinated by Municipal Water District of Orange County (MWDOC) and Orange County Water District (OCWD), a Notice of Completion was approved by the OCWD Board of Directors on March 19, 2009. Metropolitan Water District has given notice to OCWD to extract 22,000 acre feet in fiscal year 2009/10. The extraction is being performed by agencies that constructed conjunctive use wells under this program. IRWD is not a participant. This was confirmed by Mr. Cook.

With respect to the OCWD annexation of certain IRWD lands, on June 5, 2009, IRWD received a letter from OCWD noting that OCWD has completed the formal responses to comments they previously received on the draft program Environmental Impact Report. The letter further noted that with this task completed, OCWD has exercised its right to terminate the 2004 Memorandum of Understanding (MOU) regarding annexation. OCWD also indicated that due to the lack of progress on the annexation issue, the draft program Environmental Impact Report will not be completed. On June 8, 2009, OCWD completed the Long-Term Facilities Plan which was received and filed by the OCWD Board in July 2009. Staff has been coordinating with the City of

Anaheim (Anaheim) and Yorba Linda Water District (YLWD) on their most recent annexation requests and has reinitiated the annexation process with OCWD. IRWD, YLWD and Anaheim have negotiated a joint MOU with OCWD to process and conduct environmental analysis of the annexation requests. The MOU was approved by the OCWD Board on July 21, 2010. This was confirmed by Mr. Cook.

With respect to the Groundwater Emergency Service Plan, IRWD has an agreement in place with various south Orange County water agencies, MWDOC and OCWD, to produce additional groundwater for use within IRWD and transfer imported water from IRWD to south Orange County in case of emergencies. IRWD has approved the operating agreement with certain south Orange County water agencies to fund the interconnection facilities needed to affect the emergency transfer of water. MWDOC and OCWD have also both approved the operating agreement. This was confirmed by Mr. Cook.

ITEMS TOO LATER TO BE AGENDIZED: None.

#### PUBLIC HEARING - SEWER TAXES IN THE NEWPORT NORTH SERVICE AREA

Interim General Manager Cook reported that on June 27, 2011, the Board adopted Rates and Charges for Fiscal Year 2011-12 which included monthly sewer charges of \$16.90 for a residential single family home and \$12.70 per unit for multiple family dwelling units. The Newport North customers will have the same rate, but the method of collection differs in that they pay their sewer fees on an annual basis by means of the County tax rolls.

Mr. Cook said that by adoption of Resolution No. 1987-45, the Board of Directors elected to have sewer charges for certain parcels of land located in the Newport North area collected on the tax roll together with the District's general taxes. That resolution directs the filing of a report containing a description of such parcels and the corresponding charges for each fiscal year. Pursuant to the requirements of the Health and Safety Code of the State of California, a public hearing on the report is required.

President LaMar said this was the time and place for a hearing on the sewer taxes in the Newport North area, and declared the hearing open. He asked the Secretary how the hearing was noticed.

Secretary Bonkowski reported that the report was filed with her on July 5, 2011 and the notice of the filing of the report and the time and place of this hearing was published in the Orange Coast Daily Pilot on July 9 and July 16, 2011. She said that a notice was also posted in the District office on July 5, 2011.

On MOTION by Swan, seconded and unanimously carried, THE AFFIDAVIT OF POSTING AND THE PROOF OF PUBLICATION PRESENTED BY THE SECRETARY WAS RECEIVED AND FILED.

President LaMar requested Legal Counsel Arneson to describe the nature of the proceedings.

Legal Counsel Arneson described the nature of the proceedings, saying that the purpose of the hearing was to provide an opportunity for all persons interested or the owner of any parcel within the area to present objections or protests to the report.

President LaMar asked Secretary Bonkowski whether she had received any written communications concerning this matter, and she stated that she had not. President LaMar asked if there was anyone present who wished to address the Board concerning the report and the proposed collection of sewer charges on the tax roll. There was no one present who wished to be heard. He then inquired if there were any comments or questions from members of the Board of Directors. There were none.

On MOTION by Swan, seconded and unanimously carried, THE HEARING WAS CLOSED, AND RESOLUTION NO. 2011-32 WAS ADOPTED BY TITLE AS FOLLOWS:

RESOLUTION NO. 2011-32

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE  
RANCH WATER DISTRICT ADOPTING REPORT OF SEWER  
CHARGES TO BE COLLECTED ON THE TAX ROLL

PUBLIC HEARING – DETACH PARCELS AND ADOPT PLAN OF WORKS FOR  
IMPROVEMENT DISTRICT 256

Interim General Manager Cook reported that the Irvine Ranch Water District's Sewer Improvement District (ID) No. 256 was formed concurrently with the annexation of the former Orange Park Acres (OPA) Mutual Water Company into IRWD. The ID No. 256 boundary was coincident with the area annexed to IRWD. Many properties within this area currently have sewer service and connection fees for these properties are paid to the Orange County Sanitation District (OCSD). Other properties within this area are connected to the City of Orange's sewer system.

Mr. Cook said that in order for the community to vote on the General Obligation (GO) bond authorization for the proposed sewer system and exclude properties already connected to a sewer system from the ID's debt service obligation, the properties already connected to a sewer system will require detachment from ID 256. A Plan of Works (POW) must also be adopted prior to submitting the bond proposition to an election. On July 11, 2011, the IRWD Board adopted a resolution indicating its intent to detach these parcels from ID 256 and its intent to adopt the POW.

Mr. Cook said that staff recommends that this public hearing be delayed until the August 8, 2011 Board meeting as staff is requesting a meeting with the OPA Ad Hoc Committee to review the results of the polling effort conducted to assess the community's support for constructing the sewer system. He said that a preliminary telephone poll indicated that 25% were in favor with 63% against. Director Reinhart made a motion to move forward with the detachment and not adopt a Plan of Works. Following discussion, Director Reinhart withdrew his motion. President LaMar then opened the hearing and continued it to the next IRWD Board of Directors meeting on August 8, 2011.

## CONSENT CALENDAR

On MOTION by Reinhart, seconded and unanimously carried, CONSENT CALENDAR ITEMS 5 THROUGH 12 WERE APPROVED AS FOLLOWS:

5. MINUTES OF REGULAR BOARD MEETING

Recommendation: That the minutes of the July 11, 2011 Regular Board Meeting be approved as presented.

6. RATIFY/APPROVE BOARD OF DIRECTORS' ATTENDANCE AT MEETINGS AND EVENTS

Recommendation: Ratify/approve the meetings and events for Steven LaMar, Mary Aileen Matheis, Douglas Reinhart, Peer Swan, and John Withers as delineated above.

7. DISTRICT STRATEGIC MEASURES DASHBOARD

Recommendation: That the Board receive and file the Strategic Measures Dashboard and Information items.

8. JUNE 2011 FINANCIAL REPORTS

Recommendation: That the Board receive and file the Treasurer's Investment Summary Report and the Monthly Interest Rate Swap Summary for June 2011; approve the June 2011 Summary of Wire Transfers and ACH payments in the total amount of \$1,382,933.49; and approve the June 2011 Warrants Nos. 320542 through 321389, Workers' Compensation distributions and voided checks in the total amount of \$25,894,587.84.

9. MANNING WATER TREATMENT PLANT UPGRADES PROJECT BUDGET INCREASE AND FINAL ACCEPTANCE

Recommendation: That the Board authorize a budget increase of \$157,500, from \$810,700 to \$968,200, for project 11161 (1381); approve an Expenditure Authorization for the same amount; and authorize filing of a Notice of Completion and the payment of the retention 35 days after the date of recording the Notice of Completion for the Manning Water Treatment Plant Upgrades project 11161 (1381).

10. PLANNING AREA 39 PHASE 1 – SUPPLEMENTAL REIMBURSEMENT AGREEMENT

Recommendation: That the Board authorize a budget increase for project 20445 (1662) in the amount of \$434,500, from \$276,100 to \$710,600; approve an Expenditure Authorization for project 20445 (1662) for \$710,600; and authorize the General Manager to execute a Supplemental Reimbursement Agreement with Irvine Community Development Company for design and construction of capital facilities for the Planning Area 39, Phase I Development.

## CONSENT CALENDAR (CONTINUED)

### 11. STOCKDALE WEST RANCH PILOT PROJECT CONTRACT CHANGE ORDER NO. 1

Recommendation: That the Board authorize the General Manager to execute Contract Change Order No. 1 with Wood Brothers in the amount of \$44,021.25.

### 12. WASTEWATER OPERATIONS FISCAL YEAR 2011-12 EXPENDITURE AUTHORIZATION

Recommendation: That the Board approve Expenditure Authorizations for projects 11526 (1688), 21526 (1313), 31526 (1311); for \$60,000 each; project 11505 (1598) for \$42,900; project 11534 (1682), 21534 (1322), 31534 (1428); for \$46,000, \$46,600 and \$40,000 respectively; projects 11512 (1613), 21012 (1274), 30350 (1747); for \$80,000, \$65,000 and \$65,000 respectively; projects 11517 (1636), 21517 (1260), 31517 (1374); for \$16,500, \$11,000 and \$11,000 respectively; projects 11541 (1074), 21541 (1342), 31541 (1439); for \$20,000, \$22,000 and \$15,000 respectively; project 11572 (1235) for \$58,000; project 11573 (1240) for \$58,000; projects 11547 (1098), 21547 (1378); 31547 (1456); for \$33,000, \$22,000 and \$33,000 respectively; projects 11552 (1127), 21552 (1397), 31552 (1476); for \$25,000, \$22,000 and \$25,000 respectively; project 20922 (1175) for \$201,500; project 20943 (1194) for \$165,000; project 20949 (1211) for \$75,900; project 20968 (1232) for \$60,000; project 21002 (1255) for \$62,000; project 20916 (1160) for \$52,000; project 20909 (1142) for \$182,500; and project 21101 (1700) for \$200,200.

## ACTION CALENDAR

### SETTING CONNECTION FEES AND PROPERTY TAXES FOR FY 2011-12

Using a PowerPoint presentation, Senior Director of Finance Cherney provided an overview of this item. She listed the dates this item was reviewed by the Finance and Personnel Committee, the Board, and building industry stakeholders. Ms. Cherney said that at the July 7 stakeholders meeting, attendees identified concerns about the pace of the economic recovery, particularly in the commercial/industrial sector; voiced general support for a 5% increase, although the commercial/industrial sector prefers a 0% increase; and held a general discussion regarding participation in future modeling. She said that subsequent discussions were held on July 21 with the Irvine Company (TIC), and that on July 23, TIC sent a letter to the District indicating they believed 3.5% was an "appropriate increase". She further said that four primary open assertions by TIC which are under review include: 1) the 50/50 rule of splitting between developers (connection fees) and property owners (AV taxes) is unsustainable; 2) non-bond funded improvement districts (i.e. 110/210) should be included in the regional split and pay its fair share of new capital costs; 3) substantial growth of new capital programs with additional or new regional projects such as the MWRP expansion, biosolids and water supply projects; and 4) water and sewer demand projections may be overstated.

Ms. Cherney reviewed connection fee impacts by ID for 150/250, 130/230, and 113/213. She then reviewed a modeling matrix for the current fiscal year along with projections up to 2016-17.

In response to Director Swan's comments relative to the limiting dwelling units to 1,000 units for TIC per year, Ms. Cherney said that staff could provide monthly updates to the Finance and Personnel Committee. Director Reinhart recommended a 5% connection fee increase with the understanding that this item be reviewed with the Finance and Personnel Committee mid-year. Following discussion, on MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED A 5% INCREASE IN CONNECTION FEES AND ADJUSTMENTS TO SOME AD VALOREM PROPERTY TAX RATES, DIRECTED STAFF TO REVISIT CONNECTION FEES MID-YEAR WITH THE FINANCE AND PERSONNEL COMMITTEE, AND ADOPTED THE FOLLOWING RESOLUTIONS BY TITLE:

RESOLUTION NO 2011-33

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA  
RESCIND RESOLUTION 2011-25 AND ADOPT CHANGES TO THE SCHEDULE OF RATES AND CHARGES AS SET FORTH IN EXHIBIT "B" TO THE RULES AND REGULATIONS OF IRVINE RANCH WATER DISTRICT FOR WATER, SEWER, RECYCLED WATER AND NATURAL TREATMENT SYSTEM SERVICE AND EXHIBITS THERETO

RESOLUTION NO 2011-34

RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT, ORANGE COUNTY, CALIFORNIA  
ESTABLISHING AD VALOREM TAX REVENUES FOR FISCAL YEAR 2011/12

2011 STATE LEGISLATIVE UPDATE

Ms. Kirsten McLaughlin reported that Governor Brown signed AB 741 (Huffman) today which provides loans to customers for private sewer improvements beginning on January 1, 2012.

Relative to SB 293 (Padilla), Ms. McLaughlin noted the typographical error on the recommendation noting that the bill is 293, versus 294. She said that SB 293 was amended on June 2 to include language prohibiting a public entity from retaining more than 5% of a contract price until final completion and acceptance of a project. Current law allows public entities to withhold at least 5% and up to 10% from payments to a general contractor, pending satisfactory completion of the project. Payment retention is an effective method of keeping contractors on a job until it is fully complete. SB 293 would weaken an important tool needed for safeguarding public money and ensuring that public works projects are completed in a timely and satisfactory manner.

Director Matheis reported that this item was reviewed by the Water Resources Policy and Communications Committee on July 7, 2011. On MOTION by Matheis, seconded and unanimously carried, THE BOARD ADOPTED AN OPPOSE POSITION ON SB 293 (PADILLA).

#### WELLS 21 AND 22 DESALTER CONTRACT CHANGE ORDER NO. 4

Interim General Manager Cook reported that Wells 21 and 22 Project, located in the City of Tustin, is being constructed under three separate construction contracts: the treatment plant, the offsite pipelines, and the wellhead facilities. Mr. Cook said that the project is receiving 25% matching funds, up to a maximum of \$11,700,000, in Title XVI funding through the United States Bureau of Reclamation (USBR) from the American Recovery and Reinvestment Act of 2009 (ARRA). The design/build (D/B) of the Wells 21 and 22 Desalter Plant was awarded to Pascal & Ludwig Constructors (P&L) in June 2010 in the amount of \$14,152,587. Tetra Tech is serving as the engineering consultant to P&L.

Director of Engineering Burton reported that the initial plant capacity was established at 4,900 gallons per minute (gpm) based upon the flow rates observed during the rehabilitation of Wells 21 and 22 that were completed in 2009. Mr. Burton said that in the fall of 2010, after the design/build project was awarded to P&L, staff determined that the anticipated future expansion capacity of 4,000 gpm was not realistic due to revised future water demands and projected locations of future well sites and new or expanded treatment plants. He said that the future expansion design capacity of the facility was reduced from 4,000 gpm to 2,500 gpm. With this reduction staff revised its approach to accommodating the future expansion from simply reserving space for future facilities to incorporating expandability into the current project. Additionally, the reduction in ultimate capacity provided an opportunity to minimize the footprint needed for the plant even further, and thus allowing for additional frontage property. The design/build team of P&L and Tetra Tech have worked closely with staff to redefine the project criteria and to reconfigure the plant site. The modification has led to an improved site layout that has built-in plant expansion and provides maximum space on the front of the plant site for possible future development. The revised site layout has also resulted in increased design and construction costs and a time extension. Additional project enhancements from Operations and Facilities Departments also have been identified and incorporated into the project.

Mr. Burton said that Contract Change Order No. 4, in the amount of \$1,236,037, covers design and construction changes as a result of the revised site layout in the amount of \$972,776, and project enhancements in the amount of \$263,261. He said that staff has reviewed P&L's cost proposal, negotiated changes, and mutually agreed with P&L on the costs. Additionally, he said that P&L has requested a time extension of 135 calendar days which staff has independently evaluated and found to be acceptable. The time extension includes the additional time for design, submittals, and equipment ordering time extensions to incorporate the equipment, piping, and electrical changes, and revised construction duration. Mr. Burton then reviewed the benefits of the revised site layout.

Director Reinhart reported that this item was reviewed and approved by the Engineering and Operations Committee on July 19, 2011. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,298,900 FOR PROJECT 10286, AND APPROVED CONTRACT CHANGE ORDER NO. 4 IN THE AMOUNT OF \$1,236,037 TO PASCAL & LUDWIG CONSTRUCTORS FOR THE WELLS 21 AND 22 DESALTER, PROJECT 10286 (1081).

ORANGE PARK ACRES TRANSMISSION PIPELINE PROJECT CONTRACT CHANGE ORDER NO. 12

Director of Engineering Burton reported that construction of the Orange Park Acres Transmission Pipeline Project was awarded to Leatherwood Construction, Inc. in October 2010 for the amount of \$6,786,397. Mr. Burton said that this project will replace the existing riveted steel pipeline installed in 1929 that has experienced repeated failures, and will improve fire flow and water system pressure to the Orange Park Acres area. He said that Contract Change Order No. 12, in the amount of \$312,939, includes: 1) additional saw-cutting, breaking and removal of significantly thicker asphalt cement pavement sections over 15 street trench segments between Jamboree Road and Orange Park Boulevard during the construction of 20-inch steel transmission pipeline in Chapman Avenue (CR-22-1 thru 15); and 2) dewatering the utility trench and additional labor, equipment and materials for the construction of the 20-inch steel transmission pipeline along Chapman Avenue under wet conditions (CR-27-1 thru 17).

Director Reinhart reported that this item was reviewed and approved by the Engineering and Operations Committee on July 19, 2011. On MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED CONTRACT CHANGE ORDER NO. 12 WITH LEATHERWOOD CONSTRUCTION, INC. IN THE AMOUNT OF \$312,939 FOR THE ORANGE PARK ACRES TRANSMISSION PIPELINE, PROJECT 11408 (1279).

BAKER WATER TREATMENT PLANT DESIGN VARIANCE NO. 4

Director of Engineering Burton reported that the Baker Water Treatment Plant (WTP) project is currently at the 90% design completion level. Mr. Burton said that throughout the development of the project, various project decisions have resulted in the modification of the original scope of work. The variance with RBF accounts for out-of-scope work resulting from project decisions, new tasks not included in the original scope of work, and an optional task for the design of a new product water pipeline to the South County Pipeline.

Mr. Burton said that since the inception of the project, the product water from the Baker WTP has been contemplated to be delivered to certain project stakeholders through the Allen McColloch Pipeline (AMP). He said that staff has been working with Metropolitan Water District (MWD) and Municipal Water District of Orange County (MWDOC) to finalize the operating Agreement for the Baker “pump-in” to the AMP. Staff has begun investigating the feasibility of constructing a pipeline to deliver Baker product water to the South County Pipeline rather than to the AMP. Staff believes that feasible alternatives have been identified and expects to select a final alignment within the next two months. Once the alignment of the proposed

pipeline is finalized, a cost estimate will be developed and utilized to confirm that this alternative is preferred over the AMP pump-in alternative.

Mr. Burton said that staff requested RBF to include design tasks associated with the new product water delivery pipeline in the proposed variance as an optional task. Obtaining approval for proceeding with this work now will eliminate further schedule delay associated with the approval process for a future variance by each of the Baker Project Committee members should the decision be made to implement the SCP alternative. RBF's proposed scope of work includes utility research, an alternative alignment analysis, geotechnical investigations, topographic surveying, potholing, hydraulic analysis, traffic control plans, and the design of approximately 3,000 linear feet 36-inch pipeline. RBF submitted Variance No. 4 in the amount of \$710,096. The additional design effort associated with out-of scope tasks is \$451,580 while the design effort associated with the optional SCP alternative is \$258,516.

The variance was approved by the Baker Project Committee on July 14, 2011. Each of the Baker Project Committee members is bringing this item to their respective Boards for approval this month.

Director Reinhart said that this item was reviewed by the Engineering and Operations Committee on July 19, 2011. Following discussion, on MOTION by Reinhart, seconded and unanimously carried, THE BOARD AUTHORIZED THE GENERAL MANAGER TO EXECUTE VARIANCE NO. 4 IN THE AMOUNT OF \$710,096 WITH RBF CONSULTING FOR THE BAKER WATER TREATMENT PLANT, PROJECT 11218 (1417).

MICHELSON WATER RECYCLING PLANT PHASE 2 EXPANSION AND FLOOD PROTECTION IMPROVEMENTS – CONTRACT CHANGE ORDER AND EXPENDITURE AUTHORIZATION

Construction of the Michelson Water Recycling Plant (MWRP) Phase 2 Expansion and Flood Protection Improvements project was awarded to Filanc Construction in July 2009 in the amount of \$87,479,450. Contract Change Order (CCO) No. 43 is required as several pipelines, valves, and electrical conduits for this project will be installed within the MWRP Phase 2 Expansion construction area. The sizes of the pipelines range from 8 inches to 14 inches and will allow conveyance of sludge from MWRP to the biosolids area as well as allow the return of treated centrate from the biosolids area to the MWRP primary sedimentation tanks.

On MOTION by Reinhart, seconded and unanimously carried, THE BOARD APPROVED CONTRACT CHANGE ORDER NO. 43 TO CONSTRUCT BIOSOLIDS PIPELINES IN THE AMOUNT OF \$1,132,283 WITH J. R. FILANC CONSTRUCTION COMPANY FOR THE MICHELSON RECYCLING PLANT PHASE 2 EXPANSION PROJECT 20214 (1599) AND 30214 (1706); AND APPROVED AN EXPENDITURE AUTHORIZATION IN THE AMOUNT OF \$1,384,000 FOR MWRP BIOSOLIDS AND ENERGY RECOVERY FACILITIES, PROJECT 20847 (1617).

## GENERAL MANAGER'S REPORT

Interim General Manager Cook reported that IRWD has again received an Award for Excellence from the Government Finance Officers Association for its Comprehensive Annual Financial Report.

Relative to the OCWD/MWDOC discussions on consolidation, Mr. Cook said that OCWD has dissolved its Ad Hoc Committee and will hold future consolidation discussions during the joint OCWD/MWDOC planning meetings.

Mr. Cook reminded the Board that he, staff and Director Matheis will be in Washington, DC for various Congressional meetings relative to Syphon Reservoir funding.

Mr. Cook thanked the Board for its confidence in appointing him to serve as Interim General Manager.

## DIRECTORS' COMMENTS

Director Reinhart reported on his attendance at MWDOC's Water Policy Forum.

Director Withers read an email that he had received from Ms. Joyce Crosthwaite thanking Director of Public Affairs Beeman for her presentation today at a Coalition of California LAFCOs. Ms. Crosthwaite said that Ms. Beeman used IRWD as the "poster agency" for how to best use social media effectively. The group said that her presentation was one of the best they had heard at any previous workshops.

Director Swan reported on his attendance at NWRI's Clarke Prize Award event, MWDOC's Water Policy Forum, a meeting with SAWPA's General Manager Cantu relative to an issue in Orange County, and an OCWD Board meeting where they adopted a policy requiring members of the public submit "red cards" before a meeting convenes if they wish to speak on any items on the agenda. He said he does not agree with this policy and suggested that this item be discussed at the Groundwater Producers meeting. Mr. Cook said that he spoke with General Manager Mike Markus today and he confirmed that this item will be discussed at the OCWD Board's Executive Committee meeting. Director Swan further said that he will be attending a Southern California Dialogue meeting this week along with an ACWA Board meeting and tour of EMWD.

Director Matheis reported that she attended NRWI's Clarke Prize Award, a MWDOC Water Policy Forum, a Great Park event, and a Tustin Community Foundation event.

Director LaMar reported that he attended an OCBC Infrastructure meeting, an NWRI Operations Committee meeting, a MWDOC Board meeting, and that he was interviewed by City of Irvine's television crew for a broadcast on its local station.

CLOSED SESSION

President LaMar said that a Closed Session would be held with legal counsel relative to existing litigation – Government Code Section 54956.9(a) – SEMA Construction vs. the City of Tustin and City of Tustin vs. IRWD.

OPEN SESSION

Following the Closed Session, the meeting was reconvened with Directors Swan, Reinhart, Withes, Matheis and LaMar present. President LaMar said there was no action to report.

ADJOURNMENT

There being no further business, Director LaMar adjourned the Board meeting.

APPROVED and SIGNED this 8th day of August, 2011.

\_\_\_\_\_  
President, IRVINE RANCH WATER DISTRICT

\_\_\_\_\_  
Secretary, IRVINE RANCH WATER DISTRICT

APPROVED AS TO FORM:

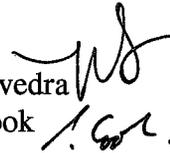
\_\_\_\_\_  
Legal Counsel - Bowie, Arneson, Wiles & Giannone

August 8, 2011

Prepared and

Submitted by: N. Savedra

Approved by: P. Cook



CONSENT CALENDAR

RATIFY/APPROVE BOARD OF DIRECTORS'  
ATTENDANCE AT MEETINGS AND EVENTS

SUMMARY:

Pursuant to Resolution 2006-29 adopted on August 28, 2006, approval of attendance of the following events and meetings are required by the Board of Directors.

Events/Meetings

Steven LaMar

8/09/11 Meeting with Larry McKenney of SAWPA re: Inland Empire Brine Line  
8/16/11 Meeting w/Michael Wellborn re: New Water Quality & Development Regulations  
8/17/11 ACWA's 2011 Regulatory Summit  
8/23/11 OCBC's Chairman's Leadership Breakfast Meeting  
8/25-26/11 Urban Water Institute's Annual Conference, San Diego, CA

Mary Aileen Matheis

9/20-23/11 Water Education Foundation Colorado River Symposium, Santa Fe, NM

Doug Reinhart

9/11-12/11 WateReuse Symposium & Board of Directors Meeting, Phoenix, AZ

Peer Swan

8/25/11 Urban Water Institute's Annual Conference, San Diego, CA

John Withers

7/21/11 MWDOC Water Policy Forum  
8/16/11 OCSD Hydrogen Energy Station Commissioning Event  
8/23/11 OCBC's Chairman's Leadership Breakfast Meeting  
8/25/11 OCWD/OCSD/OCBC Regional and Local Water Sustainability Meeting

RECOMMENDATION:

THAT THE BOARD RATIFY/APPROVE THE MEETINGS AND EVENTS FOR STEVEN LaMAR, MARY AILEEN MATHEIS, DOUG REINHART, PEER SWAN, AND JOHN WITHERS AS DESCRIBED.

LIST OF EXHIBITS:

None

Board Mtgs Events.doc

August 8, 2011

Prepared by: A.T. Kilani

Submitted by: D.W. Pedersen *D.W.P.*

Approved by: Paul Cook *P. Cook*

CONSENT CALENDAR

RESOLUTION COMMENDING JOHN PALOMARES  
FOR HIS SERVICE TO THE DISTRICT

SUMMARY:

As Mr. John Palomares has retired from the District following 33 years of dedicated and outstanding service, staff has prepared a resolution (provided as Exhibit "A") to honor him.

FISCAL IMPACTS:

Not applicable.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

Not applicable.

RECOMMENDATION:

THAT THE BOARD ADOPT THE FOLLOWING RESOLUTION BY TITLE:

RESOLUTION NO. 2011 –

RESOLUTION OF THE BOARD OF DIRECTORS  
OF IRVINE RANCH WATER DISTRICT COMMENDING  
JOHN PALOMARES FOR HIS DEDICATED AND  
LOYAL SERVICE TO THE DISTRICT.

LIST OF EXHIBITS:

Exhibit "A" – Resolution

## EXHIBIT "A"

### RESOLUTION NO. 2011 -

#### RESOLUTION OF THE BOARD OF DIRECTORS OF IRVINE RANCH WATER DISTRICT COMMENDING JOHN PALOMARES FOR HIS DEDICATED AND LOYAL SERVICE TO THE DISTRICT

WHEREAS, John Palomares began his career at the Irvine Ranch Water District on July 28, 1978 as a Water Maintenance Worker I; and

WHEREAS, John was promoted to a Water Maintenance Worker II in July 1979, promoted to a Water Maintenance Worker III in February 1980, then promoted to a Lead Water Maintenance Worker in August 1982; and

WHEREAS John was promoted to a Water Maintenance Supervisor in July 1984; and

WHEREAS John was promoted to Assistant Construction and Repair Manager in April 2009, then Construction and Repair Manager in July 2010; and

WHEREAS John developed a copper crimping device which is now a standard piece of equipment used by the Construction and Repair crews to stop copper pipe leaks; and

WHEREAS John creatively innovated a press to remove the collar from ACP pipe without any damage to the pipe; and

WHEREAS John's welding proficiency has helped on a multitude of repair sites, precluded the need for outside contractors, and taught numerous staff basic welding skills; and

WHEREAS John was the primary lead person for the most difficult or challenging emergency repair projects which required finesse and expediency; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Irvine Ranch Water District commends John Palomares for his long and loyal service. His dedication and outstanding service to the District stands as an example to all employees. On this occasion, the Board extends its best wishes to John Palomares in his retirement.

SIGNED and APPROVED this 8th day of August 2011.

---

President, IRVINE RANCH WATER  
DISTRICT and of the Board of  
Directors thereof

August 8, 2011  
Prepared and  
Submitted by: Debby Cherney  
Approved by: Paul Cook 

## CONSENT CALENDAR

### AGREEMENTS AND QUITCLAIMS OF EASEMENTS WITH FORMER CARPENTER IRRIGATION DISTRICT CUSTOMERS

#### SUMMARY:

In 1998, IRWD and the Carpenter Irrigation District (CID) entered into an agreement whereby CID was dissolved and its remaining service obligations were transferred to IRWD. The agreement included language providing IRWD with the option to buy out or convert the identified CID customers to an alternate water supply in the event IRWD elected to take the remaining CID delivery system out of service. The necessary steps were taken to decommission virtually all of the remaining CID water delivery system. As described below, the five remaining original CID customers have been converted to an alternate water supply; the District agreed to quitclaim its easement for the now unused sections of pipeline that crosses their properties. Three of these customers have executed an Agreement and Quitclaim of Easement for the 1936 Carpenter Irrigation District easement. Staff recommends that the Board authorize the Board President and District Secretary to execute the documents with Walter and Irma Ashford, Saul and JoAnn Fox, and Kurt and Lana Hamilton.

#### BACKGROUND:

In 1970, CID entered into an agreement with the Irvine Company that provided for the transfer of CID's rights, assets and obligations in the event that CID was dissolved or otherwise reorganized. The CID Board entered into that agreement in recognition of its declining service obligations and with the intent of protecting the water rights of its remaining customers. The 1970 Agreement provided that the water needs of any CID customers that remained at the time of CID's dissolution would continue for 30 years from that date or until there was a change in the ownership of the service parcel.

In 1974, the Irvine Company and IRWD entered an agreement whereby IRWD became the successor to the Irvine Company in the 1970 Agreement, and contractually obligated IRWD to fulfill the terms and conditions of the 1970 Agreement. In exchange for the obligations inherited in the 1974 Agreement, IRWD acquired CID's 25% share of capacity rights in Irvine Lake and its water rights in Santiago Creek.

In 1998, IRWD and CID entered into an agreement to dissolve CID and transfer its remaining rights, assets and service obligations to IRWD. The proposed dissolution and transfer was approved by the Orange County Local Agency Formation Commission (LAFCO) in December 1998. Included in the assets transferred to IRWD was approximately \$900,000 that was to be used to operate and maintain the CID water system, fund the contractual obligations for healthcare costs for the former CID Board members and any other costs related to CID. Those funds have been exhausted and any costs associated with fulfilling the District's remaining obligations for CID have been absorbed into the District's annual operating budget.

Status of Retail Water Service in the Former CID:

At the time of its dissolution in 1998, CID was providing water deliveries to 12 remaining customers. Since that time, the following events have occurred:

- Two customers were bought out by IRWD (Brudevold and Sydlik);
- Two customers sold their properties (Hanlon and Rimlinger) and one abandoned its water service (Sully Miller), thereby terminating IRWD's obligations to continue to serve water and sell for \$26 per acre foot;
- One customer was converted to the OPA system prior to the IRWD acquisition (Davidson); and
- One customer was converted to the City of Orange (Piper).

By 2008, five customers remained (Deacon, Hamilton, Fox, Ashford and the County of Orange – Santiago Oaks Park), and approximately the lower two-thirds of the CID distribution had been isolated and taken out of service. The remaining CID system required significant capital investments to bring it up to an acceptable standard and with only five customers, it was not cost-effective to pursue this rehabilitation.

Staff initiated discussions with the five remaining customers to either buy them out or convert them to an alternate water supply. There was no interest by any of those customers in a reasonable buyout offer as they perceived the contractual rights and price of the water at \$26 per acre foot to be more valuable than the buyout offer. As a result, all five remaining customers were converted to the City of Orange's system and the District is paying the difference between the cost of the water and what they would have paid to received CID water by reimbursement arrangement with those customers. This arrangement will continue for the remaining term (17 years) of IRWD's inherited 30-year obligation or until the named customers either sell their properties or pass away.

As part of the arrangement to remove IRWD from the CID system, the District has agreed to quitclaim its easement for the now unused sections of pipeline that cross the Deacon, Fox, Ashford, Hamilton, and County properties. The line will be abandoned as-is; the District does not intend to backfill, slurry or remove the sections of the pipe on the affected properties and the customer must accept this condition as stipulated in the quitclaim. In the event that a customer declines the terms of the agreement, the District will retain the easement.

Three of the five customers that were converted to the City of Orange system have executed the Agreement and Quitclaim of Easement, which are attached as Exhibits A, B and C, respectively. Staff recommends that the Board approve these Agreements and Quitclaims of Easements and authorize the Board president to execute the documents on behalf of the District.

FISCAL IMPACTS:

Each Agreement and Quitclaim of Easement provides for a release of liability and indemnification for the District, as well as quitclaims for the Carpenter improvements in an “as is” condition.

ENVIRONMENTAL COMPLIANCE:

This item is not a project as defined in the California Environmental Quality Act Code of Regulations, Title 14, Chapter 3, Section 15378.

COMMITTEE STATUS:

This item was reviewed by the Finance and Personnel Committee on December 7, 2009.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE BOARD PRESIDENT AND DISTRICT SECRETARY TO EXECUTE THREE SEPARATE AND IDENTICAL AGREEMENTS AND QUITCLAIMS OF EASEMENTS WITH WALTER AND IRMA ASHFORD, SAUL AND JOANN FOX, AND KURT AND LANA HAMILTON.

LIST OF EXHIBITS:

- Exhibit “A” – Agreement and Quitclaim of Easement with Ashford
- Exhibit “B” – Agreement and Quitclaim of Easement with Fox
- Exhibit “C” – Agreement and Quitclaim of Easement with Hamilton

Exhibit "A"

Recording Requested by and  
Return to:

Leslie Bonkowski, District Secretary  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P. O. Box 57000  
Irvine, California 92619-7000  
IRWD Doc. E 1838  
ASSESSOR'S PARCEL NO: 370-063-02

MAIL TAX STATEMENTS TO IRWD ADDRESS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is recorded at the request of and for the benefit of Irvine Ranch Water District and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

**AGREEMENT  
QUITCLAIM OF EASEMENT**

This Agreement and Quitclaim of Easement ("Agreement") are entered into as of the \_\_\_ day of \_\_\_, 2009, by and between IRVINE RANCH WATER DISTRICT, a California water district organized under Division 13 of the California Water Code ("*IRWD*"), and WALTER H. ASHFORD AND IRMA K. ASHFORD, trustees under the Walter H. Ashford and Irma K. Ashford Declaration of Trust dated June 23, 2004, 1758 Windes Drive, Orange, California ("*OWNER*").

WHEREAS, a water pipeline easement was granted by Jotham Bixby Company to the former Carpenter Irrigation District in that certain agreement recorded April 30, 1936 in Book 823, Page 156 of Official Records in the Office of the County Recorder of Orange County (the "Easement"); and

WHEREAS, as the successor in interest to Carpenter Irrigation District, IRWD has an interest in the Easement; and

WHEREAS, a portion of OWNER's property is traversed by the Easement; and

WHEREAS, IRWD has converted OWNER's Carpenter Irrigation District service connection to the City of Orange water system, as requested pursuant to the procedures described in the separate letter agreement between IRWD and OWNER dated December 1, 2008; and

WHEREAS, in addition to the conversion, IRWD also indicated that if OWNER so elects, IRWD will quitclaim the Easement from OWNER's property, and OWNER has elected to have IRWD quitclaim the Easement by executing this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the parties hereto do agree as follows:

1. IRWD hereby hereby remises, releases, and forever quitclaims to OWNER all of its right, title and interest in and to or by virtue of the Easement and all CID Improvements (defined below) as they affect that certain real property described in Exhibit "A", which exhibit is attached hereto and incorporated herein by this reference.

2. IRWD hereby states that to the best of its knowledge there are located on OWNER's property one or two inactive water pipelines together with any standpipes, weir boxes and/or other appurtenances as may be located on OWNER's property (the "CID Improvements"). OWNER acknowledges and agrees that IRWD has not attempted and shall not have any obligation to locate, determine the condition of, remove, crush, fill or otherwise abandon, or maintain the CID Improvements or Easement area on OWNER's property or to restore the same in any way, and makes no representation or warranty of any kind, express or implied, concerning the use of OWNER's property for any purposes. OWNER accepts said CID Improvements within OWNER's property "AS IS" and agrees that Owner has

made or will make such independent investigation to locate the CID Improvements and take such measures with respect to the CID Improvements as OWNER deems necessary for its property and existing or future uses thereof.

3. IRWD and IRWD's officers, agents, employees and representatives (the "IRWD Indemnitees") shall not be liable for, and OWNER agrees to indemnify, defend (with counsel acceptable to IRWD) and hold the IRWD Indemnitees, and each of them, harmless from, all loss, liability, causes of action, claims, demands, damage, personal injuries, property damage, commercial or other economic loss, consequential damage, cost and expense of any kind whatsoever (including reasonable attorneys' fees and court costs) (collectively, "Loss") arising out of, based upon or relating to the quitclaimed Easement or CID Improvements as they may affect OWNER's use of its property and improvements constructed thereon, including without limitation the active or passive negligence of the IRWD Indemnitees, or any of them, or any act for which the IRWD Indemnitees, or any of them, may be strictly liable. Payment shall not be a condition precedent to recovery under the foregoing indemnity. This indemnity shall survive and remain binding on OWNER until such time as actions against the IRWD Indemnitees, or any of them, on account of any Loss shall have been barred by any applicable statute of limitations.

4. OWNER hereby releases, acquits and discharges the IRWD Indemnitees, and each of them, of and from any and all liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands of whatever nature, character, type or description, whether direct or indirect, now existing, known or unknown, or hereafter becoming known, which OWNER has or asserts, or may hereafter have or assert, against the IRWD Indemnitees, or any of them, on account of, growing or arising out of, or related to the Easement or CID Improvements as they may affect OWNER's use of its property and improvements constructed thereon, including without limitation the active or passive negligence of the IRWD Indemnitees, or any of them, or any act for which the IRWD Indemnitees, or any of them, may be strictly liable. The foregoing release shall survive and remain binding on OWNER until such time as actions against the IRWD Indemnitees, or any of them, on account of such liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands shall have been barred by any applicable statute of limitations.

IT IS UNDERSTOOD AND AGREED THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE WHICH PROVIDES AS FOLLOWS,

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

ARE HEREBY EXPRESSLY WAIVED.

5. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

6. Each party has received independent legal advice from its own attorneys with respect to the advisability of executing this Agreement.

7. No party (nor any director, officer, agent, employee, representative or attorney of or for any party) has made any statement or representation to the other party regarding any fact relied upon in entering into this Agreement, and no party relies upon any statement, representation or promise of the other party (or of any director, officer, agent, employee, representative or attorney of or for the other party) in executing this Agreement, except as expressly stated in this Agreement.

8. Each party or responsible officer thereof has read this Agreement and understands the content thereof.

9. All of the covenants, stipulations, promises and agreements contained in this Agreement by or on behalf of, or for the benefit of, either of the parties hereto, shall bind and inure to the benefit of the successors and assigns of the respective party.

10. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

12. This Agreement is not intended and shall not be construed to benefit any person other than the parties hereto.

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

**IRWD:**

**IRVINE RANCH WATER DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Leslie Bonkowski,  
District Secretary

**OWNER:**

By: Walter H. Ashford  
Walter H. Ashford, trustee

By: Irma K. Ashford  
Irma K. Ashford, trustee



**EXHIBIT "A"**

**Legal Description of the Owner's Property**

That certain parcel of land situated in the City of Orange, County of Orange, State of California, described as Parcel 1 in the Quitclaim Deed recorded December 10, 2004 as Instrument No. 2004001102446 of Official Records in the Office of the County Recorder of said County.

Exhibit "B"

Recording Requested by and  
Return to:

Leslie Bonkowski, District Secretary  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P. O. Box 57000  
Irvine, California 92619-7000  
IRWD Doc. E 1839  
ASSESSOR'S PARCEL NO: 370-063-04

MAIL TAX STATEMENTS TO IRWD ADDRESS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is recorded at the request of and for the benefit of Irvine Ranch Water District and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

**AGREEMENT  
QUITCLAIM OF EASEMENT**

This Agreement and Quitclaim of Easement ("Agreement") are entered into as of the \_\_\_ day of \_\_\_, 2009, by and between IRVINE RANCH WATER DISTRICT, a California water district organized under Division 13 of the California Water Code ("*IRWD*"), and SAUL FOX AND JOANN OPHELIA FOX, husband and wife as community property, 1782 Windes Drive, Orange, California ("*OWNER*").

WHEREAS, a water pipeline easement was granted by Jotham Bixby Company to the former Carpenter Irrigation District in that certain agreement recorded April 30, 1936 in Book 823, Page 156 of Official Records in the Office of the County Recorder of Orange County (the "Easement"); and

WHEREAS, as the successor in interest to Carpenter Irrigation District, IRWD has an interest in the Easement; and

WHEREAS, a portion of OWNER's property is traversed by the Easement; and

WHEREAS, IRWD has converted OWNER's Carpenter Irrigation District service connection to the City of Orange water system, as requested pursuant to the procedures described in the separate letter agreement between IRWD and OWNER dated December 1, 2008; and

WHEREAS, in addition to the conversion, IRWD also indicated that if OWNER so elects, IRWD will quitclaim the Easement from OWNER's property, and OWNER has elected to have IRWD quitclaim the Easement by executing this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the parties hereto do agree as follows:

1. IRWD hereby hereby remises, releases, and forever quitclaims to OWNER all of its right, title and interest in and to or by virtue of the Easement and all CID Improvements (defined below) as they affect that certain real property described in **Exhibit "A"**, which exhibit is attached hereto and incorporated herein by this reference.

2. IRWD hereby states that to the best of its knowledge there are located on OWNER's property one or two inactive water pipelines together with any standpipes, weir boxes and/or other appurtenances as may be located on OWNER's property (the "CID Improvements"). OWNER acknowledges and agrees that IRWD has not attempted and shall not have any obligation to locate, determine the condition of, remove, crush, fill or otherwise abandon, or maintain the CID Improvements or Easement area on OWNER's property or to restore the same in any way, and makes no representation or warranty of any kind, express or implied, concerning the use of OWNER's property for any purposes. OWNER accepts said CID Improvements within OWNER's property "AS IS" and agrees that Owner has

MARITZA P. NELSON

made or will make such independent investigation to locate the CID Improvements and take such measures with respect to the CID Improvements as OWNER deems necessary for its property and existing or future uses thereof.

3. IRWD and IRWD's officers, agents, employees and representatives (the "IRWD Indemnitees") shall not be liable for, and OWNER agrees to indemnify, defend (with counsel acceptable to IRWD) and hold the IRWD Indemnitees, and each of them, harmless from, all loss, liability, causes of action, claims, demands, damage, personal injuries, property damage, commercial or other economic loss, consequential damage, cost and expense of any kind whatsoever (including reasonable attorneys' fees and court costs) (collectively, "Loss") arising out of, based upon or relating to the quitclaimed Easement or CID Improvements as they may affect OWNER's use of its property and improvements constructed thereon, including without limitation the active or passive negligence of the IRWD Indemnitees, or any of them, or any act for which the IRWD Indemnitees, or any of them, may be strictly liable. Payment shall not be a condition precedent to recovery under the foregoing indemnity. This indemnity shall survive and remain binding on OWNER until such time as actions against the IRWD Indemnitees, or any of them, on account of any Loss shall have been barred by any applicable statute of limitations.

4. OWNER hereby releases, acquits and discharges the IRWD Indemnitees, and each of them, of and from any and all liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands of whatever nature, character, type or description, whether direct or indirect, now existing, known or unknown, or hereafter becoming known, which OWNER has or asserts, or may hereafter have or assert, against the IRWD Indemnitees, or any of them, on account of, growing or arising out of, or related to the Easement or CID Improvements as they may affect OWNER's use of its property and improvements constructed thereon, including without limitation the active or passive negligence of the IRWD Indemnitees, or any of them, or any act for which the IRWD Indemnitees, or any of them, may be strictly liable. The foregoing release shall survive and remain binding on OWNER until such time as actions against the IRWD Indemnitees, or any of them, on account of such liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands shall have been barred by any applicable statute of limitations.

IT IS UNDERSTOOD AND AGREED THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE WHICH PROVIDES AS FOLLOWS,

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

ARE HEREBY EXPRESSLY WAIVED.

5. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

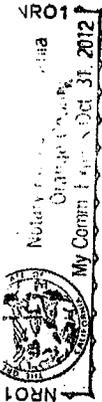
6. Each party has received independent legal advice from its own attorneys with respect to the advisability of executing this Agreement.

7. No party (nor any director, officer, agent, employee, representative or attorney of or for any party) has made any statement or representation to the other party regarding any fact relied upon in entering into this Agreement, and no party relies upon any statement, representation or promise of the other party (or of any director, officer, agent, employee, representative or attorney of or for the other party) in executing this Agreement, except as expressly stated in this Agreement.

8. Each party or responsible officer thereof has read this Agreement and understands the content thereof.

9. All of the covenants, stipulations, promises and agreements contained in this Agreement by or on behalf of, or for the benefit of, either of the parties hereto, shall bind and inure to the benefit of the successors and assigns of the respective party.

10. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.



11. Nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

12. This Agreement is not intended and shall not be construed to benefit any person other than the parties hereto.

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

**IRWD:**

**IRVINE RANCH WATER DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Leslie Bonkowski,  
District Secretary

**OWNER:**

By: Saul Fox 8-25-10  
Saul Fox, husband

By: Joann Ophelia Fox 8-25-10  
Joann Ophelia Fox, wife

NRO 1  
Commission # 1021038  
Notary Public - California  
Orange County  
Commission Expires 11/2011  
NRO



**EXHIBIT "A"**

**Legal Description of the Owner's Property**

That certain parcel of land situated in the City of Orange, County of Orange, State of California, described in the Individual Quitclaim Deed recorded August 13, 1996 as Instrument No. 19960413418 of Official Records in the Office of the County Recorder of said County.

Exhibit "C"

Recording Requested by and  
Return to:

Leslie Bonkowski, District Secretary  
Irvine Ranch Water District  
15600 Sand Canyon Avenue  
P. O. Box 57000  
Irvine, California 92619-7000  
IRWD Doc. E 1843  
ASSESSOR'S PARCEL NO: 370-051-12

MAIL TAX STATEMENTS TO IRWD ADDRESS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is recorded at the request of and for the benefit of Irvine Ranch Water District and is therefore exempt from the payment of the recording fee pursuant to Government Code Section 6103 and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

**AGREEMENT  
QUITCLAIM OF EASEMENT**

This Agreement and Quitclaim of Easement ("Agreement") are entered into as of the \_\_\_ day of \_\_\_, 2009, by and between IRVINE RANCH WATER DISTRICT, a California water district organized under Division 13 of the California Water Code ("**IRWD**"), and KURT C. HAMILTON AND LANA HAMILTON, husband and wife as joint tenants, 6833 East Oak Lane, Orange, California ("**OWNER**").

WHEREAS, a water pipeline easement was granted by Jotham Bixby Company to the former Carpenter Irrigation District in that certain agreement recorded April 30, 1936 in Book 823, Page 156 of Official Records in the Office of the County Recorder of Orange County (the "Easement"); and

WHEREAS, as the successor in interest to Carpenter Irrigation District, IRWD has an interest in the Easement; and

WHEREAS, a portion of OWNER's property is traversed by the Easement; and

WHEREAS, IRWD has converted OWNER's Carpenter Irrigation District service connection to the City of Orange water system, as requested pursuant to the procedures described in the separate letter agreement between IRWD and OWNER dated December 1, 2008; and

WHEREAS, in addition to the conversion, IRWD also indicated that if OWNER so elects, IRWD will quitclaim the Easement from OWNER's property, and OWNER has elected to have IRWD quitclaim the Easement by executing this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the parties hereto do agree as follows:

1. IRWD hereby hereby remises, releases, and forever quitclaims to OWNER all of its right, title and interest in and to or by virtue of the Easement and all CID Improvements (defined below) as they affect that certain real property described in **Exhibit "A"**, which exhibit is attached hereto and incorporated herein by this reference.

2. IRWD hereby states that to the best of its knowledge there are located on OWNER's property one or two inactive water pipelines together with any standpipes, weir boxes and/or other appurtenances as may be located on OWNER's property (the "CID Improvements"). OWNER acknowledges and agrees that IRWD has not attempted and shall not have any obligation to locate, determine the condition of, remove, crush, fill or otherwise abandon, or maintain the CID Improvements or Easement area on OWNER's property or to restore the same in any way, and makes no representation or warranty of any kind, express or implied, concerning the use of OWNER's property for any purposes. OWNER accepts said CID Improvements within OWNER's property "AS IS" and agrees that Owner has

made or will make such independent investigation to locate the CID Improvements and take such measures with respect to the CID Improvements as OWNER deems necessary for its property and existing or future uses thereof.

3. IRWD and IRWD's officers, agents, employees and representatives (the "IRWD Indemnitees") shall not be liable for, and OWNER agrees to indemnify, defend (with counsel acceptable to IRWD) and hold the IRWD Indemnitees, and each of them, harmless from, all loss, liability, causes of action, claims, demands, damage, personal injuries, property damage, commercial or other economic loss, consequential damage, cost and expense of any kind whatsoever (including reasonable attorneys' fees and court costs) (collectively, "Loss") arising out of, based upon or relating to the quitclaimed Easement or CID Improvements as they may affect OWNER's use of its property and improvements constructed thereon, including without limitation the active or passive negligence of the IRWD Indemnitees, or any of them, or any act for which the IRWD Indemnitees, or any of them, may be strictly liable. Payment shall not be a condition precedent to recovery under the foregoing indemnity. This indemnity shall survive and remain binding on OWNER until such time as actions against the IRWD Indemnitees, or any of them, on account of any Loss shall have been barred by any applicable statute of limitations.

4. OWNER hereby releases, acquits and discharges the IRWD Indemnitees, and each of them, of and from any and all liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands of whatever nature, character, type or description, whether direct or indirect, now existing, known or unknown, or hereafter becoming known, which OWNER has or asserts, or may hereafter have or assert, against the IRWD Indemnitees, or any of them, on account of, growing or arising out of, or related to the Easement or CID Improvements as they may affect OWNER's use of its property and improvements constructed thereon, including without limitation the active or passive negligence of the IRWD Indemnitees, or any of them, or any act for which the IRWD Indemnitees, or any of them, may be strictly liable. The foregoing release shall survive and remain binding on OWNER until such time as actions against the IRWD Indemnitees, or any of them, on account of such liabilities, claims, causes of action, damages, losses, costs (including costs of suit and attorneys' fees and expenses), or demands shall have been barred by any applicable statute of limitations.

IT IS UNDERSTOOD AND AGREED THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE WHICH PROVIDES AS FOLLOWS,

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

ARE HEREBY EXPRESSLY WAIVED.

5. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

6. Each party has received independent legal advice from its own attorneys with respect to the advisability of executing this Agreement.

7. No party (nor any director, officer, agent, employee, representative or attorney of or for any party) has made any statement or representation to the other party regarding any fact relied upon in entering into this Agreement, and no party relies upon any statement, representation or promise of the other party (or of any director, officer, agent, employee, representative or attorney of or for the other party) in executing this Agreement, except as expressly stated in this Agreement.

8. Each party or responsible officer thereof has read this Agreement and understands the content thereof.

9. All of the covenants, stipulations, promises and agreements contained in this Agreement by or on behalf of, or for the benefit of, either of the parties hereto, shall bind and inure to the benefit of the successors and assigns of the respective party.

10. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

12. This Agreement is not intended and shall not be construed to benefit any person other than the parties hereto.

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

**IRWD:**

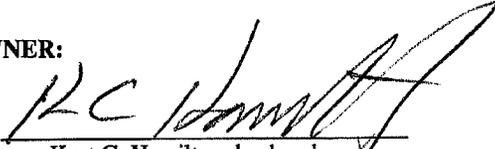
**IRVINE RANCH WATER DISTRICT**

By: \_\_\_\_\_

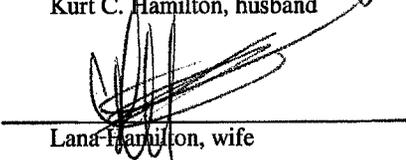
By: \_\_\_\_\_

Leslie Bonkowski,  
District Secretary

**OWNER:**

By:  \_\_\_\_\_

Kurt C. Hamilton, husband

By:  \_\_\_\_\_

Lana Hamilton, wife

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA     )  
  )  
COUNTY OF ORANGE     )

On August 25, \_\_\_\_\_, 2010, before me, Celia V. Garcia, Notary Public,  
a Notary Public in and for said State, personally appeared Kurt C. Hamilton AND  
LANA Hamilton \_\_\_\_\_,

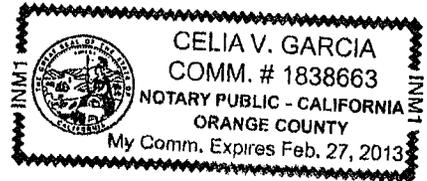
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument 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 Celia V. Garcia  
Notary Public in and for said State

(SEAL)



August 8, 2011

Prepared by: L. Oldewage

Submitted by: J. Hills/D. Pedersen *D.W.P.*

Approved by: Paul Cook *J. Cook*

## ACTION CALENDAR

### APPROVAL TO PURCHASE REPLACEMENT ION CHROMATOGRAPH

#### SUMMARY:

An ion chromatograph (IC) is utilized in the District's water quality laboratory to analyze approximately 2,900 water and wastewater samples annually for common anions. Staff recommends replacing the existing 16-year old unit as it does not have the capability to perform required analyses and also due to the high maintenance costs associated with the existing unit. The Fiscal Year (FY) 2011-12 Operating Budget includes \$46,000 in general plant funds for the purchase of the IC. This amount, coupled with a prior-year encumbrance of reallocated general plant funds in the amount of \$45,000, will provide the funding for the replacement unit. Staff recommends that the Board approve a sole-source purchase of a replacement from Dionex Corporation for \$90,307.

#### BACKGROUND:

The District's laboratory staff operates an IC to perform routine analyses for a number of common anions in water and wastewater including chloride, fluoride, bromide, nitrite, nitrate and sulfate. The instrument is utilized on a daily basis to analyze approximately 2,900 samples annually. The analyses are primarily performed for regulatory compliance purposes as required by the California Department of Public Health (CDPH) and the Regional Water Quality Control Board (RWQCB). The IC is also used for other purposes such as process control for water and wastewater treatment systems and analytical support for the sodium chlorite disinfection demonstration project. Process control samples typically require short turn-around times to support operators in making timely adjustments to the treatment systems. The on-going capability to perform these sample analyses in-house is critical because outside laboratories do not guarantee turn-around times and charge substantial fees for rush analyses.

The specified replacement IC will be sufficiently sensitive to enable the laboratory to perform analyses that will be required for the operation of planned water treatment facilities such as the Baker Water Treatment Plant. For example, the replacement IC will be capable of performing chlorite and chlorate analyses that will be required for the Baker Water Treatment Plant when disinfecting Irvine Lake water with chlorine dioxide. Purchasing the replacement IC at this time will provide sufficient time for staff to complete the certification process for the analyses prior to the start of operation of the Baker Water Treatment Plant.

Additionally, the new IC will be capable of performing analyses for constituents of emerging concern, such as hexavalent chromium (CrVI) for which the state has proposed a Public Health Goal. Currently, CrVI is only monitored in source waters and has been detected at very low levels in some of the Dyer Road wells. The United States Environmental Protection Agency recently issued a document titled "Guidance for Public Water Systems on Enhanced Monitoring for Chromium-6 (Hexavalent Chromium) in Drinking Water" which recommends that water systems perform additional CrVI analyses, including at water system entry points and within the

distributions system. The new IC would be utilized to perform these analyses, which would eliminate the need for an outside laboratory to perform the work at a cost of approximately \$14,800 per year.

Dionex IC Purchase:

Staff requested a proposal for a new IC from Dionex Corporation, as shown on Exhibit "A". The IC manufactured by Dionex is compatible with IRWD's existing computer work station and operating system that interfaces with the District's two other Dionex IC units. By purchasing a Dionex IC, the need to purchase a separate work station and operating system that would be required for an IC unit from a different manufacturer is eliminated. Also, the use of the existing operating system will eliminate the need for costly training that would be necessary for a different system. Staff recommends purchasing a new IC from Dionex on a sole-source basis.

FISCAL IMPACTS:

The total cost for the replacement IC is \$90,307, including \$83,254 for the equipment, \$6,453 for sales tax, and \$600 for shipping. The Fiscal Year (FY) 2011-12 Operating Budget includes \$46,000 in general plant funds for the purchase of the IC. This, coupled with a prior-year encumbrance of reallocated general plant funds in the amount of \$45,000, will provide the funding for the replacement of the IC.

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item was reviewed by the Engineering and Operations Committee on July 19, 2011.

RECOMMENDATION:

THAT THE BOARD AUTHORIZE THE GENERAL MANAGER TO EXECUTE A SOLE-SOURCE PURCHASE OF A REPLACEMENT ION CHROMATOGRAPH FROM DIONEX CORPORATION FOR \$90,307.

LIST OF EXHIBITS:

Exhibit "A" – Quote from Dionex for an ICS 5000 Dual Channel Ion Chromatograph

# EXHIBIT "A"



**To** Mindy Bergen  
Irvine Ranch Water District  
949-453-5872  
bergen@irwd.com

**Quote Date** 15-APR-2011

**Address** PO Box 57000  
IRVINE  
CA 92619

**Quotation Number** 286812 - 4

**Quotation Name** 1113\_ IrvineWaterRanchDistrict\_IC5000DP\_MBerge  
n

**WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO CONDITIONS SHOWN:**

### ICS 5000 Dual System for Hexavalent Chromium and EPA 300 A and B Anions

Item	Qty	Product	Unit Price	Discount	Total Price
1	1	300001 Installation Modular IC System with Single Pump Setup incl. Operator Orientation	2,800.00	-2,800.00	0.00
2	1	072030 DP Analytical Isocratic - Analytical Isocratic with Degas	23,600.00	-2,832.00	20,768.00
3	1	072058 PROD,EO+4 ELUENT BTLS,ICS5	970.00	-116.40	853.60
4	1	074423 EO Regulator Accessory and Stand (For mounting on the DC)	910.00	-109.20	800.80
5	1	074422 EO Regulator Accessory (to add to 074423 or 074424 for gas regulation of second channel)	590.00	-70.80	519.20
6	1	072045 EG Eluent Generator Module (Does NOT include EG Degasser)	7,400.00	-888.00	6,512.00
7	1	074532 Potassium Hydroxide Eluent Generator Cartridge (EGC III KOH)	1,150.00	-138.00	1,012.00
8	1	060477 CR-ATC Continuously Regenerated Anion Trap Column	950.00	-114.00	836.00
9	1	072022 DC with Dual Temperature Zones, Two Injection Valves, Microbore	19,800.00	-2,376.00	17,424.00
10	1	061745 2-Way Low Pressure Valve Assembly	490.00	-58.80	431.20
11	1	061716 CD Conductivity Detector (analytical) and Integrated Cell	2,900.00	-348.00	2,552.00
12	1	069116 PROD,VWD-IC, 2G, 1 CHANNEL	7,800.00	-936.00	6,864.00
13	1	066346 Absorbance Cell, 11 µL, 10 mm Path Length, PEEK	2,100.00	-252.00	1,848.00
14	1	074218 EG Cartridge Kit: Degasser and Tubing (Analytical)	1,150.00	-138.00	1,012.00

<b>Quote Expires</b>	20-MAY-2011	<b>Respectfully Submitted:</b>	<b>Dionex Corporation</b> Ms. Sonia Mistry 3000 Lakeside Drive Suite 116N Bannockburn, IL 60015 Rep Phone : 1-310-880-8047 Main Phone : 847-295-7500 Main Fax : 408-481-2603 E-Mail id : sonia.mistry@dionex.com
<b>Estimated Delivery</b>	Within 90 Days ARO		
<b>Freight</b>	Prepaid and Added		
<b>FOB Point</b>	Sunnyvale, California		
<b>Terms</b>	30 NET		

Ordering: Order should be made out to Dionex Corporation and sent to the North American sales office in Bannockburn, Illinois.

The above prices and terms are valid for final destination within the Continental U.S., Alaska, Hawaii and Washington, D.C.



**To** Mindy Bergen  
 Irvine Ranch Water District  
 949-453-5872  
 bergen@irwd.com

**Quote Date** 15-APR-2011

**Address** PO Box 57000  
 IRVINE  
 CA 92619

**Quotation Number** 286812 - 4

**Quotation Name** 1113\_IrvineWaterRanchDistrict\_IC5000DP\_MBerge  
 n

**WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO CONDITIONS SHOWN:**

**ICS 5000 Dual System for Hexavalent Chromium and EPA 300 A and B Anions**

Item	Qty	Product	Unit Price	Discount	Total Price
15	1	062561 Temperature Stabilizer, Standard Bore, 0.010" i.d.	275.00	-33.00	242.00
16	1	062032 DC Standard-bore Tubing Kit for Second Channel	325.00	-39.00	286.00
17	1	050601 PC10 Postcolumn Pneumatic Delivery Pkg, 4 mm	2,150.00	-258.00	1,892.00
18	1	060722 Chromeleon Class 1 Timebase	1,200.00	0.00	1,200.00
19	5	960708 Power Cord US	0.01	0.00	0.05
20	1	035393 IonPac AS7 Analytical Column (4 x 250 mm)	895.00	-107.40	787.60
21	1	039567 IonPac NG1-10 µm Guard Column (4 x 35 mm)	190.00	-22.80	167.20
22	1	062886 IonPac AS19 Analytical Column (2 x 250 mm)	895.00	-107.40	787.60
23	1	062888 IonPac AG19 Guard Column (2 x 50 mm)	290.00	-34.80	255.20
24	1	064555 Anion Self-Regenerating Suppressor ASRS 300 2 mm	950.00	-114.00	836.00
25	1	042631 Knitted Reaction Coil, 750 µL, Unpotted	300.00	-36.00	264.00
26	1	063306 Workstation Upgrade: Chromeleon 6.6 to Chromeleon 6.8	1,200.00	0.00	1,200.00
27	1	074921 AS-AP Autosampler, Base Configuration	14,500.00	-2,004.00	12,496.00
28	1	074123 Valve Assembly, includes one 2 way 6-port Valve and Mounting Hardware	1,700.00	-292.00	1,408.00
29	1	076042 RETURN AND RECYCLE	0.01	0.00	0.01
<b>Quotation Total</b>					<b>83,254.46</b>

<b>Quote Expires</b>	20-MAY-2011	<b>Respectfully Submitted:</b>  <b>Dionex Corporation</b> Ms. Sonia Mistry 3000 Lakeside Drive Suite 116N Bannockburn, IL 60015 Rep Phone : 1-310-880-8047 Main Phone : 847-295-7500 Main Fax : 408-481-2603 E-Mail id : sonia.mistry@dionex.com
<b>Estimated Delivery</b>	Within 90 Days ARO	
<b>Freight</b>	Prepaid and Added	
<b>FOB Point</b>	Sunnyvale, California	
<b>Terms</b>	30 NET	

Ordering: Order should be made out to Dionex Corporation and sent to the North American sales office in Bannockburn, Illinois.

The above prices and terms are valid for final destination within the Continental U.S., Alaska, Hawaii and Washington, D.C.



**To** Mindy Bergen  
 Irvine Ranch Water District  
 949-453-5872  
 bergen@irwd.com

**Quote Date** 15-APR-2011

**Address** PO Box 57000  
 IRVINE  
 CA 92619

**Quotation Number** 286812 - 4

**Quotation Name** 1113\_IrvineWaterRanchDistrict\_IC5000DP\_MBerge  
 n

**WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO CONDITIONS SHOWN:**

**ICS 5000 Dual System for Hexavalent Chromium and EPA 300 A and B Anions**

**Notes :**

This Quotation for Irvine Ranch Water District is for a dual channel ICS 5000 system for the analysis of EPA 300.1 parts A and B, and for Hexavalent Chromium.

Warranty: One Year Parts and Labor, 90 days consumables and software

Shipping & Tax will be added to the order  
 We do not expect the shipping charge to exceed \$600

Customer will use existing PC with Windows 2000, and existing Chromeleon license, SN for dongle: 44614

An additional timebase has been added to quote for control of second channel \$1200, PN 060722

The ICS 5000 runs with Chromeleon 6.8 version or higher. Included on this quotation is PN 063306 to upgrade CM 6.6 version to CM 6.8 for \$1200. Customer can opt to upgrade to Chromeleon 7.0 series for \$1500

Trade in discount applied, Serial # for trade in:  
 ED40: 96070773  
 GP40: 97010654

Thank you!

<b>Quote Expires</b>	20-MAY-2011	<b>Respectfully Submitted:</b>  <b>Dionex Corporation</b> Ms. Sonia Mistry 3000 Lakeside Drive Suite 116N Bannockburn, IL 60015 Rep Phone : 1-310-880-8047 Main Phone : 847-295-7500 Main Fax : 408-481-2603 E-Mail id : sonia.mistry@dionex.com
<b>Estimated Delivery</b>	Within 90 Days ARO	
<b>Freight</b>	Prepaid and Added	
<b>FOB Point</b>	Sunnyvale, California	
<b>Terms</b>	30 NET	

Ordering: Order should be made out to Dionex Corporation and sent to the North American sales office in Bannockburn, Illinois.

The above prices and terms are valid for final destination within the Continental U.S., Alaska, Hawaii and Washington, D.C.

**RETURN POLICY  
AND  
LIMITED WARRANTY STATEMENT**

**Limited Warranty.** Subject to the terms and conditions of this warranty statement, and for the applicable limited period of time specified below (the "Warranty Period"), Dionex Corporation (**DIONEX**) warrants that (a) its products will be free of material defects in materials and workmanship; and (b) with respect to products that consist of software and instrumentation designed by **DIONEX**, such software and instrumentation will operate in substantial conformity with its published documentation when properly installed and used in accordance with its documentation.

<b>PRODUCT</b>	<b>WARRANTY PERIOD</b>
All <b>DIONEX</b> ASE, HPLC, IC, MSQ, Integral, instruments/modules and associated accessories (excluding columns, ICS-900, ICS-1000, ICS-1100, ICS-1500, ICS-1600, ASE 150)	One Year
ICS-900, ICS-1000, ICS-1100, ICS-1500, ICS-1600, ASE 150, with purchased installation	One Year
ICS-900, ICS-1000, ICS-1100, ICS-1500, ICS-1600, ASE 150 without purchased installation	90 Days
Chromatography columns and consumables	90 Days (exclusive of breakage during shipment)
Any products repaired or replaced by <b>DIONEX</b>	90 Days (limited to only the item repaired or replaced)
Instruments previously used for demonstrations	90 Days
Instrument spare parts	90 Days
Software applications	90 Days and limited solely to replacement of the defective item

New analytical instruments and accessories (excluding software, columns and consumables) that are installed by **DIONEX** are warranted from the earlier of (a) the installation date; or (b) the sixty-first (61st) day after the date of shipment. All other products are warranted from the shipment date.

**Warranty Remedies.** Any product that fails to conform to the foregoing warranty during its stated Warranty Period will be repaired or replaced at the sole discretion of **DIONEX** at its facilities in Sunnyvale, California, or at another location specified by **DIONEX**, *provided that* Buyer:

- (1) Provides written notice of the defect to **DIONEX** promptly after **BUYER** discovers or should have discovered the defect, AND
- (2) Returns the defective article, properly packed with all freight charges prepaid, to the **DIONEX** factory in Sunnyvale, California (or to an alternative location designated by **DIONEX**), in accordance with **DIONEX**'s return process described below.

Buyer's sole and exclusive remedy, and **DIONEX**'s sole liability, for any nonconformity to this limited warranty is repair or replacement of defective articles or parts, or, if **DIONEX** determines that it is commercially infeasible to repair or replace such defective items, to issue a refund equal to the net price paid for such defective articles or parts. For the avoidance of doubt, minor deviations from specification, which do not affect performance of the articles, shall not constitute material defects in breach of the foregoing warranty.

Installation and on-site warranty services may be available, but only in the **DIONEX** service travel area (as defined below), and only in the country of initial purchase unless **BUYER** pays **DIONEX** international prices for the product and services. For installation and on-site warranty services outside of the **DIONEX** service travel area, **DIONEX** will provide a quotation for the applicable additional services. If products eligible for installation and on-site warranty services are moved from the initial installation point, the warranty will remain in effect only if the **BUYER** purchased additional inspection or installation services at the new site. The travel service area in North America shall include the United States and Canada. For the travel service area outside of North America please contact the local **DIONEX** subsidiary or your local distributor.

This warranty is limited to the original **BUYER** and is not transferable.

**Exclusions.** The foregoing warranty shall not apply to defects resulting from:

- (1) Improper or inadequate maintenance, adjustment, calibration or operation by **BUYER**.
- (2) **BUYER**-supplied software, hardware, interfacing, or consumables.
- (3) Modification, servicing, or repair of the articles by any party other than **DIONEX**.
- (4) Misuse or failure to install or operate the products except in the manner expressly described in the applicable documentation.
- (5) Operation outside of the environmental and electrical specifications for the product.
- (6) Improper site preparation and maintenance; or **BUYER**-induced contamination or leaks.

This warranty shall not apply to complete assemblies purchased from other manufacturers and incorporated into **DIONEX** products. In case of failure of such assemblies, **DIONEX** will honor the specific warranty terms of the original manufacturers involved.

**DISCLAIMERS.** THE EXPRESS WARRANTIES IN THIS LIMITED WARRANTY STATEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS PURCHASED FROM **DIONEX**. **DIONEX** EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, **DIONEX** DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR INSTRUMENTATION COMPRISING THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

Statements made by any person, including by representatives of **DIONEX**, which are inconsistent or in conflict with the terms of this warranty shall not be binding upon **DIONEX** unless reduced to writing and signed by an officer of **DIONEX**.

**Limitation of Liability.** In no event shall **DIONEX** be liable for indirect, incidental, EXEMPLARY, SPECIAL, or consequential damages, OR FOR LOSS OF PROFITS OR LOSS OF USE, ARISING FROM OR RELATING TO ANY OF THE PRODUCTS PURCHASED FROM **DIONEX**. In no event shall any liability of **DIONEX** arising in connection with any article sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by **BUYER** to **DIONEX** for such article. The remedies provided herein are **BUYER'S** sole and exclusive remedies, AND **DIONEX** shall not be liable for any other claim or damages of any kind RELATED TO THE PRODUCTS.

**Return Policy and Process.** Under no circumstances may articles be returned by the **BUYER** unless advance written authorization and shipping instructions

have been secured from **DIONEX**. Before returning any item in the United States or Canada, contact **DIONEX**'s Order Administration Department for a Return Material Authorization (RMA) number at 1-800-**DIONEX**-0 or 1-800-346-6390. Countries other than United States or Canada, please contact the local **DIONEX** subsidiary or your local distributor for processing. **BUYER** may need to complete a RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form.

**BUYER** must return items to **DIONEX** in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, **DIONEX** reserves the right to charge the **BUYER** the list price for missing components or subassemblies when incomplete items are returned to **DIONEX**.

No replacements for articles or parts claimed to be defective will be shipped by **DIONEX** unless the alleged defect is established to its satisfaction after suitable test and/or inspection. Replacements will be on an exchange basis without further credit and all replaced parts or articles will become the property of **DIONEX**.

Returns of any unused items which are free from material defects, to **DIONEX**, if such return is accepted by **DIONEX** in its sole discretion, may be subject to a twenty-five (25) percentage restocking charge.