

EXTRATERRITORIAL WASTEWATER SERVICE

AGREEMENT BETWEEN THE CITY OF RIALTO AND MARIA FLORES, FERNANDO FLORES, AND LETICIA FLORES AS JOINT TENANCY PROPERTY OWNERS

This **EXTRATERRITORIAL WASTEWATER SERVICE AGREEMENT** ("Agreement") is made and entered into this 23rd day of September 2025, between Maria Flores, Fernando Flores, and Leticia Flores, owners of the property located at 9330 S. Linden Avenue, Bloomington, CA 92316 as joint tenants (Assessor's Parcel Number 0249-151-39), (collectively, the "Owners") and the City of Rialto, a California municipal corporation ("City") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the City, through its concessionaire Rialto Water Services, and sewer system operator Veolia, provides wastewater conveyance, treatment, and disposal services for wastewater ("Sewer Services") to properties within the City's jurisdiction and spheres of influence, and has adequate pipelines, facilities, and infrastructure for said Sewer Services; and

WHEREAS, the Owners have requested the City to provide Sewer Services to a property located within the City's sphere-of-influence, but outside of the City's existing corporate boundaries, and which is associated with the property located at 9330 S. Linden Avenue, Bloomington, CA 92316, and includes Assessor's Parcel Number 0249-151-39, as identified on Exhibit "A" and shown on Exhibit "B", attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Owners own the Property as joint tenants; and

WHEREAS, other wastewater collection systems are unavailable, and the Owners desire to connect the Property to the City's wastewater collection system for the general health, safety, and welfare; and

WHEREAS, City owns and operates wastewater collection mains and any other related and/or additional facilities used for the conveyance, treatment or disposal of wastewater originating in the City and areas located outside the corporate boundaries of the City approved by the City for extraterritorial wastewater service (the "Service Area"), and any extensions, expansions or replacements of any of the above being hereinafter referred to as the "City's Disposal System"; and

WHEREAS, City has defined and established by City Council resolution a policy and administrative guidelines to provide Sewer Services outside of the City's corporate boundaries, and has agreed to provide Sewer Services to the Property through the City's Disposal System on the terms and conditions contained herein; and

WHEREAS, California Government Code Section 56375(p) permits a city to provide new or extended services by agreement outside its jurisdictional boundaries but within its sphere of influence in anticipation of a later change of organization only if the city first request and receives approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"); and

WHEREAS, City and Owners desire to memorialize their arrangement for the City's provision of Sewer Services to the Owners through this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions contained herein, the Parties hereto hereby agree as follows:

ARTICLE I. CONDITION PRECEDENT

Section 1.01 Recitals Incorporated. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

Section 1.02 Condition Precedent. The effectiveness of this Agreement is expressly conditioned upon approval by LAFCO authorizing the City to provide new or extended Sewer Services to the Property. The Effective Date of this Agreement shall be the date of such approval by LAFCO ("Effective Date").

ARTICLE II. RIGHTS AND OBLIGATIONS

Section 2.01 Delivery and Receipt of Wastewater. At all times, except as may be restricted by unforeseen emergencies, Owners shall have the right to deliver to the City's Disposal System normal strength domestic wastewater, and City shall have the obligation to receive all such wastewater into the City's Disposal System and to convey, treat and dispose of such wastewater. If wastewater discharged by the Owners does not comply with all aspects of the City's Municipal Code, the Owners will, solely at its cost and expense, maintain a pre-treatment program for disposal of domestic wastewater pursuant to Section 4.01.

Section 2.02 Disposal of Service Area Wastewater; Ownership and Reclamation of Effluent. The cost of constructing, expanding, extending, maintaining and operating the City's Disposal System and of conveying, treating and disposing of the Property Service Area wastewater (including without limitation and effluent of by-product thereof) after delivery of such Service Area wastewater to the City's Disposal System shall be the responsibility solely of the City, and Owners shall have no responsibility for, and shall not be liable to the City or any third party for, any costs or other expenses incurred by the City in connection with or related thereto, other than design and construction costs to connect to the City's Disposal System set forth in Section 2.05 and payment of the Wastewater User Fees set forth in Article III, provided Owners comply with all aspects of the City's Municipal Code, ordinances and policies, incorporated herein by reference, as they relate to wastewater discharge applicable to the Property.

Section 2.03 Ownership of Service Area Wastewater. It is the intention and agreement of the Parties that the City shall have total ownership and control of all Service Area wastewater delivered to the City's Disposal System from the Property. Owners warrant that Owners shall comply with all aspects of the City's Municipal Code, ordinances, and policies as they relate to wastewater discharge applicable to the Property.

Section 2.04 Sewer Connection Points. Owners are authorized one (1) sewer connection point to the City's Disposal System. Such sewer connection point shall be located at a point mutually acceptable to the Owners, City Engineer, and the City's Building Official.

Section 2.05 Design and Construction of Sewer Improvements. To convey wastewater from the Property to the sewer connection point per Section 2.04, Owners agree, at their sole expense and without reimbursement from the City, to design and construct the required sewer improvements, including sewer lines, laterals, and connection points needed for the Owners to connect to the City's Disposal System. Construction of sewer lines, laterals, and connection points shall be in conformance with the specifications and details set forth in the City's Utility Design Standards, Building Safety Codes and other applicable laws and regulations, as may apply. City and the Owners also agree that the design and construction necessary to connect to the City's Disposal System is subject to the appropriate City approvals, including but not limited to plan check(s) and inspections and no work may be commenced under this Agreement until City has approved thereof in writing.

Section 2.06 Inspection. City shall have the right, but not the obligation, to inspect all sewer improvements, and examine sewer lines, laterals, connection points and any other facilities related to the Owners' connection to the City's Disposal System at any time, including during construction and operation of any portion of the Sewer System within the Service Area.

Section 2.07 Maintenance and Repairs. Maintenance, repairs, and replacement of the laterals including the connection point within the right-of-way shall be the responsibility solely of the Owners at Owners' sole cost and expense without reimbursement from the City. All construction work, maintenance, repairs, and replacements shall be performed under permit from, inspected, and approved by the City. Should Owners fail to operate, maintain, repair, and replace the laterals including the connections within the right-of-way as needed for proper operation of the City's Disposal System and in accordance with the Sewer Regulations, the City shall have the right, but not the obligation, to stop providing Sewer Services. Prior to City stopping Sewer Services for the Property, City shall provide the Owners with written notice of the failure to properly operate, maintain, repair, or replace the laterals and/or connections within the right-of-way, and provide the Owners with not less than thirty (30) days to cure such failures. If, after the notice period expires, the Owners have failed to commence a cure of such failures and thereafter diligently prosecute such cure to completion, City may, in its sole and absolute discretion, stop providing Sewer Services for the Property or perform the

as-required services to cure such failures. In the event that the City performs the as-required services to cure such failures, Owners shall be liable to and pay City for all costs and expenses.

Section 2.08 Special Conditions. In addition to any other requirement provided in this Agreement, as a condition of receiving service of the City's Disposal System, the Owners shall comply with the following Conditions of Approval:

1. Any material changes of the Property's existing use which result in material increase in demand or additional dwelling units for Sewer Services (volume, biological, or chemical), requires the written consent of the City of which consent shall not be unreasonably withheld.

ARTICLE III. WASTEWATER USER FEES

Section 3.01 Initial Special Service Availability Payment. In consideration of the City's agreements contained herein, Owners shall, promptly upon the Effective Date of this Agreement, pay to City a service connection fee for treatment, collections, and related fees in the amount of \$3,930.78 in accordance with the adopted fee schedule, Resolution 6069, approved by the Rialto City Council/Rialto Utility Authority on December 27, 2011. Any additional fees related to plan check(s), inspection or not named in this Agreement shall be the responsibility of the Owner.

Section 3.02 Monthly Wastewater User Fees. After the Effective Date, Owners shall pay to the City for the provision of Sewer Services a wastewater fee calculated at a rate equal to one point three (1.3) times the rate then charged by the City to properties located within the incorporated boundaries of the City, in accordance with the rates established pursuant to Chapter 12.08.200 of the City's Municipal Code, or as may be amended from time to time.

Section 3.03 Delinquent Sewer Service Fees. Owners shall pay to the City delinquent fees as established in the City's Municipal Code, ordinances, or policies. Any sewer charges that are unpaid by the specified due date shall be a debt in favor of the City, which may use any legal means to collect any delinquent sewer charges, including, but not limited to, placing liens on the Property of any such persons, and collecting such delinquent fees, penalties, and interest due and owing on the property tax roll.

ARTICLE IV. MONITORING OF SERVICE AREA WASTEWATER

Section 4.01 Pre-Treatment Program; Quality Specifications and Standards. Pretreatment of wastewater from the Service Area may not be required under this Agreement, provided the Owners comply with all aspects of the City's Municipal Code, ordinances, and policies as they relate to wastewater discharge applicable to the Property. City shall have the right to monitor or restrict the discharge of wastewater to the City's Disposal System if City suspects or discovers the Owners have discharged prohibited substances, as described in the City's Municipal Code, into the City's Collection System, or violated other provisions of said Municipal Code. City may, at its option, allow

discharge to resume with the Owner's installation, and proper maintenance of, an approved pretreatment device or system.

ARTICLE V. TERM

Section 5.01 Effective Date; Term. This Agreement shall become effective as of the Effective Date as provided in Section 1.02. The Agreement shall continue in perpetuity, or until terminated pursuant to Section 5.02, or such time as the Property is annexed into the corporate boundaries of City. At such time, the Owners shall have such rights, privileges, and duties, including fees and rates, as all other City citizens for the then current wastewater disposal classification.

Section 5.02 Termination. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

ARTICLE VI. MISCELLANEOUS

Section 6.01 Indemnification. Owners hereto agrees to indemnify, defend, save, and hold harmless the City and its officers, agents and employees from and against all liability, claims, damages, losses and expense of any nature whatsoever, including but not limited to bodily injury, death, personal injury, property damages and attorney's fees, arising directly or indirectly from any acts or omissions of such indemnified party or its officers, agents or employees in connection with this Agreement.

Section 6.02 Successors and Assigns, Recordation of Agreement. This agreement shall be recorded against the Property in the Office of the San Bernardino County Recorder. The rights, duties, benefits, burdens, and obligations contained herein are appurtenant to and shall run with the land (i.e. the Property). The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the parties hereto. Owners may not assign its rights and/or obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve Owners of its obligations and responsibilities under this Agreement.

Section 6.03 Hold Harmless. The Owners hereby agrees that in the event any penalties or surcharges are assessed against the City for a violation of any federal or state statute imposing restrictions on the quality of discharged wastewater from the Property, Owner will indemnify City for such penalties and charges to the extent, and only to the extent, that such penalties and charges result solely from Owners failure to comply with the wastewater discharge quality specifications and standards per Section 4.01.

Section 6.04 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii)

three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
150 South Palm Avenue
Rialto, CA 92376
Attn: City Manager
Tel: (909) 820-2528
Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
1770 Iowa Avenue, Suite 240
Riverside, CA 92507-2479
Attn: Eric Vail, City Attorney
Tel: (951) 788-0100
Fax: Not Available

If to Owner: Maria Flores
9330 S. Linden Avenue
Bloomington, CA
Tel: 909-277-8476
Fax: Not Available

 Fernando Flores
9330 S. Linden Avenue
Bloomington, CA
Tel: 909-277-4932
Fax: Not Available

 Leticia Flores
9330 S. Linden Avenue
Bloomington, CA
Tel: 909-277-4932
Fax: Not Available

With copy to: N/A

Either Party may change its address by notifying the other Party of the change of address in writing.

Section 6.04 Costs and Expense of Enforcement. Should litigation be necessary to enforce any term or provision of this Agreement, the prevailing party shall be entitled to collect all litigation costs and attorney's fees incurred by the prevailing party.

Section 6.05 Amendment. No amendment or waiver of any provisions of this Agreement or consent to any departure from its terms shall be effective unless the same shall be in writing and signed by the parties hereto.

Section 6.06 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision of this Agreement will not affect the validity of the remainder hereof.

Section 6.07 Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

Section 6.08 Time of Essence. Time is of the essence in the fulfillment by the parties hereto of their obligations under this Agreement.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action must be brought in a court of competent jurisdiction in San Bernardino County.

Section 6.10 As-Built Records and Digital File Submission. The Owners shall submit complete and accurate as-built records, including all necessary revisions, and all relevant digital files (in AutoCAD and PDF) prior to issuance of Notice of Completion permit for the project. The as-built records shall reflect the final, constructed conditions, including any deviations from the original plans. These submissions shall be provided to the City in both hard copy and digital format.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Owners have caused this Agreement to be executed the day and year first above written.

CITY:

CITY OF RIALTO,
a Municipal Corporation

By: _____
Tanya Williams, City Manager

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

BURKE, WILLIAMS & SORENSEN, LLP

By: _____
Eric Vail, City Attorney

OWNERS:

By: _____
Maria Flores

By: _____
Fernando Flores

By: _____
Leticia Flores

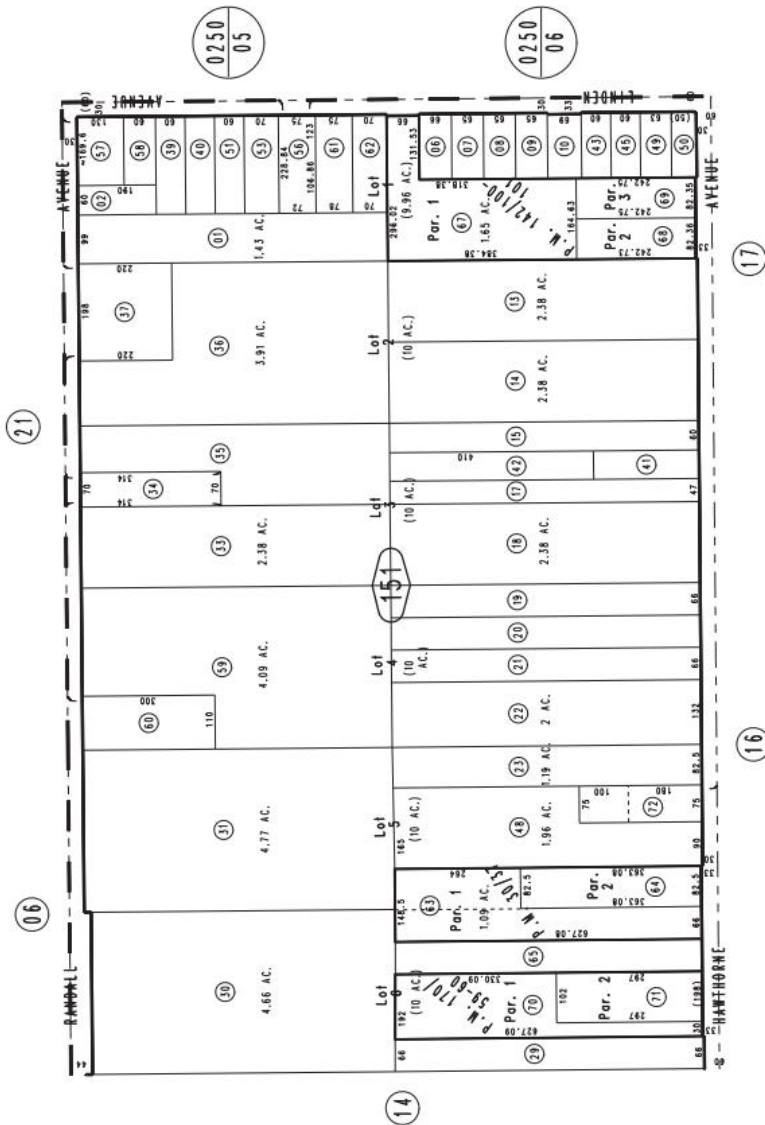
EXHIBIT "A"
LEGAL DESCRIPTION

MARYGOLD ACRES NO 2 S 60 FT N 250 FT E 229.60 FT LOT 1 MEAS TO ST CEN

Colton Joint Unified
Tax Rate Area
64026 0249-15

Ptn. Marygold Acres No. 2
M.B. 19/49

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.

REVISÉ
10/14/08 KA

Assessor's Map
Book 0249 Page 15
San Bernardino County

Ptn. S.W. 1/4, Sec. 16
T.1S., R.5W.

Parcel Map No. 13710, P.M. 170/59-60
Parcel Map No. 10140, P.M. 142/100-101
Parcel Map No. 3129, P.M. 30/37

February 2004