

Borrego Water District Board of Directors
Regular Meeting
June 14, 2022 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID-19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting is encouraged to observe the GO TO MEETING at:

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I. OPENING PROCEDURES -

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, Johnson and Rosenboom
- D. Approval of Agenda
- E. Approval of Minutes - None
- F. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G. Comments from Directors
- H. Correspondence Received from the Public- None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. Resolution No. 2022-06-02 Approving Fiscal Year 2022-23 Budget & Capital Improvement Plan – J Clabaugh
- B. Agreement with Intera for Engineering Services – T Driscoll
- C. Response to State of California Drought Declaration and Restrictions – G Poole
- D. Resolution No. 2022-06-01 Resolution Of The Board Of Directors Of The Borrego Water District, Authorizing The Sale Of Real Property Owned By Borrego Water District To The Anza-Borrego Foundation – E Garcia
- E. Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
 - i. Update on Board Activities
 - ii. Update on Technical Advisory Committee Activities

AGENDA: June 14, 2022

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure: Duncan/Rosenboom
- B. Budget and Audit: Dice/Rosenboom
- C. ACWA/JPIA insurance: Dice/Johnson

AD HOC:

- A. Prop 68: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker/Rosenboom
- E. Water Supply for Small Development Program/Developer's Policy: Baker/Duncan
- F. Finance: Baker/Rosenboom
- G. WasteWater Treatment Plant Monitoring Wells: Baker/Rosenboom

IV. STAFF REPORTS - VERBAL

- A. Water and Sewer Revenue – J Clabaugh

V. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Three (3) potential case)
- B. **Viking Ranch Land Acquisition** – Property Negotiations – BWD and US Gypsum Corporation Property Negotiations – Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property APN: 140-303-0900 & 140-303-1100, 150 acres Negotiating Parties: Geoff Poole, BWD General Manager and USG as potential buyer: Price and Terms of Payment Property Negotiations: Viking Ranch
- C. **GM Performance Review** – Performance Evaluation of General Manager: GM Performance Review – Conference for Public Employee Performance Evaluation - Title: General Manager Employee Performance Review- pursuant to subdivision (d) (4) of Government Code Section (Government Code §54957)
- D. **Cybersecurity**

VI. CLOSING PROCEDURE: The next Board Meeting is scheduled for 9:00 AM June 28, 2022, to be available online. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.

AGENDA: June 14, 2022

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BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 14, 2022
AGENDA ITEM II. A

June 9, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Resolution No.2022-06-02 Approving Fiscal Year 2022-23 Budget & Capital Improvement Plan – J Clabaugh

RECOMMENDED ACTION:

Approve Resolution No. 2022-06-02

ITEM EXPLANATION:

Jessica and David Dale will present the Proposed Budget and CIP for 2022-23 for Board consideration and approval.

FISCAL IMPACT:

TBD

NEXT STEPS:

1. Implement Budget starting 7-1-22

ATTACHMENTS

1. Budget/CIP Package
2. Resolution 2022-06-02



Borrego Water District Draft Budget for Fiscal Year 2023

Revenues

	Budget FY2022	Projected FY2022	Proposed FY2023
<u>INCOME</u>			
RATE REVENUE			
Water Rates Revenues			
Commodity Rates			
Residential	1,444,114	1,446,818	1,516,320
Commercial	704,908	633,954	740,154
Irrigation	322,038	292,094	338,140
Total Commodity	2,471,060	2,372,867	2,594,613
Non-Commodity Charges			
Base Meter Charges	1,332,062	1,305,446	1,398,665
Meter Install/Repair	5,000	18,000	35,000
New Connection BPA Fee	-	28,000	24,880
Backflow Testing/Install	5,215	7,815	5,700
Bulk Water Sales	2,583	95,000	82,500
Total Non-Commodity	1,344,860	1,454,261	1,546,745
Total Water Rate Revenues	3,815,920	3,827,128	4,141,358
Sewer Rates			
TCS Holder Fees (SA2)	151,602	179,291	157,666
TCS User Fees (SA2)	120,595	117,452	125,419
RH Sewer User Fees (ID1)	152,354	154,305	158,448
Sewer User Fees (ID5)	172,455	174,004	179,354
Total Sewer Rates	597,006	625,052	620,887
Availability Charges Collected thru Tax Roll			
ID1 - Water/Sewer/Flood Standby	85,000	105,652	105,000
ID3/ID4 - Water Standby	110,000	117,000	117,000
Pest Control Standby	14,000	16,000	16,000
Total Availability (Tax Roll)	209,000	238,652	238,000
TOTAL RATE REVENUE	4,621,927	4,690,832	5,000,245
Non-Rate Revenue			
Penalties & Fees	15,000	56,809	40,000
BSUSD Agreement	31,064	45,000	35,000
1% Property Assessments	63,000	71,000	70,000
Interest Income	15,000	5,000	5,000
Groundwater Mgmt Income (FY23-Meter Reading)	104,313	104,813	3,500
TOTAL NON-RATE REVENUE	228,377	282,622	153,500
GROSS INCOME	4,850,304	4,973,454	5,153,745



Borrego Water District
Draft Budget for Fiscal Year 2023 (Con't)
Operating Expenses

	Budget FY2022	Projected FY2022	Proposed FY2023
<u>EXPENSES</u>			
OPERATING EXPENSES			
Operations & Maintenance Expense			
R&M Water	250,000	228,424	258,500
R&M WWTF	120,000	42,405	124,080
Telemetry	5,000	9,414	5,170
Trash Removal (includes CSD)	6,000	6,720	6,204
Vehicle Expense	18,000	20,000	23,000
Fuel & Oil	35,000	40,791	51,000
Lab/Testing	30,000	24,368	31,020
Permit Fees	36,500	36,500	37,741
Pumping Electricity	325,000	411,258	440,000
Total Operations & Maintenance Expense	825,500	819,880	976,715
Professional Services			
Accounting (Tax & Debt Filings)	4,300	1,340	4,446
Air Quality Study	21,077	18,252	21,077
<i>Contra - Air Quality Study (BVEF Cont.)</i>	(10,888)	(10,888)	-
Payroll Services	3,100	4,045	3,205
Audit Fees	19,500	21,480	20,163
IT & Cyber Security	35,000	43,000	40,000
Financial Consulting	80,000	20,100	82,720
Engineering (Nitrate Red./Trey)	22,500	57,000	23,265
Legal Services - General	60,000	64,658	62,040
Advocacy	60,000	60,000	62,040
Total Professional Services	294,589	278,987	318,957
Insurance Expense			
ACWA/JPIA Program Insurance	66,000	71,000	75,900
ACWA/JPIA Workers Comp	18,000	12,000	20,700
Total Insurance Expense	84,000	83,000	96,600
Personnel Expense			
Board Meeting Expense	23,000	25,453	23,782
Salaries & Wages	1,050,000	1,078,390	1,212,281
<i>Contra Account - Salaries & Wages</i>	(80,000)	(89,683)	(60,000)
Contract Labor/Consulting	10,000	-	10,340
Payroll Taxes	28,000	30,034	32,328
Benefits - Medical	255,000	265,500	263,670
Benefits - CalPERS	210,000	192,000	242,456
Trainings & Conferences	18,000	5,171	18,612
Uniforms	7,000	7,700	7,238
Safety Compliance & Emergency Prep	5,000	3,702	5,170
Total Personnel Expense	1,526,000	1,518,267	1,755,877



Borrego Water District
Draft Budget for Fiscal Year 2023 (Con't)
Operating Expenses (Con't)

	Budget FY2022	Projected FY2022	Proposed FY2023
OPERATING EXPENSES (Con't)			
Office Expense			
Office Supplies	24,000	17,728	24,816
Office Equipment	50,000	34,600	51,700
Postage & Freight	15,000	14,475	15,510
Property Tax	3,000	2,618	3,102
Telephone Expense	20,000	22,236	23,000
Dues & Subscriptions (ACWA/AWWA)	23,000	22,031	23,782
Printing & Publication	5,000	2,100	5,170
Office/Shop utilities	6,500	7,547	7,500
Total Office Expense	146,500	123,335	154,580
 TOTAL OPERATING EXPENSES	 2,876,589	 2,823,469	 3,302,729
 DEBT SERVICE			
Compass Bank Note 2018A/B - Principal	303,538	305,000	305,000
Compass Bank Note 2018A/B - Interest	85,000	85,000	85,000
Pacific Western 2018 IPA - Principal	172,500	182,000	-
Pacific Western 2018 IPA - Interest	184,850	89,705	-
Capital One Public Funding 2021 - Principal	-	-	427,960
Capital One Public Funding 2021 - Interest	-	82,223	159,759
TOTAL DEBT SERVICE	745,887	743,928	977,719
 GROUNDWATER MANAGEMENT EXPENSES			
Pumping Fees	123,578	83,457	100,000
GWM Expense	70,175	1,148	72,561
Legal Expense	250,000	12,458	50,000
Engineering/TAC Expense	24,000	83,456	150,000
TOTAL GROUNDWATER MGMT EXPENSES	467,753	180,519	372,561
 TOTAL EXPENSES	 4,090,229	 3,747,916	 4,653,009
 <u>NET INCOME</u>	 760,074	 1,225,539	 500,736



Borrego Water District
Draft Budget for Fiscal Year 2023 (Con't)
Cash & Bond Funded Capital Improvement Projects

	Budget FY2022	Projected FY2022	Proposed FY2023
<u>CAPITAL IMPROVEMENT PROJECTS (CIP)</u>			
CASH FUNDED CIP			
Water Projects			
Office Interior Improvements	15,000		50,000
Emergency System Repairs	60,000	20,000	60,000
Total Water Projects	75,000	20,000	110,000
Sewer Projects			
Manhole Refurbishments	45,000	50,000	47,408
Total Sewer Projects	45,000	50,000	47,408
Short Lived Asset Replacements			
Paddock Well - Convert to Monitoring	-		7,779
10-15 kw Backup Diesel Generator	-		15,000
Main Server Replacement	28,000	28,000	-
Well ID4-11 Rehab	400,000	409,000	-
Well ID1-16	165,000	165,000	-
RAS Pumps	60,000	60,000	-
Trash Pump	15,000	15,000	-
Trailer Mounted Vacuum Unit	100,000	90,000	-
Track Skid Steer	125,000	125,000	-
Pickup Truck	-		60,000
Total Short Lived Assets	893,000	892,000	82,779
CASH FUNDED CIP	1,013,000	962,000	240,187
2021 BOND FUNDED CIP			
Bond Funded Water Projects			
ID 5-15 Completion	30,000	559,689	300,000
ID 4-10 Inspection and Repairs			225,621
Pipeline Replacements			615,500
2021 BOND FUNDED CIP TOTAL	30,000	559,689	1,141,121



Borrego Water District
Draft Budget for Fiscal Year 2023 (Con't)
Grant Funded Capital Improvement Projects

	Budget FY2022	Projected FY2022	Proposed FY2023
GRANT FUNDED CIP			
Water Projects- DWR Grant Net \$2,048,362			
Twin Tanks	800,000	30,000	891,165
Wilcox Diesel Motor	100,000	-	83,333
Indian Head Reservoir Replacement	450,000	-	474,000
Recoat Rams Hill Tank #2	450,000	7,000	474,000
Total Water Projects - Water Reservoirs Grant	1,800,000	37,000	1,922,498
Sewer Projects - DWR Grant - \$788,912			
WWTP Upgrade/Rehabilitation	788,912	500,000	288,912
Total Sewer Projects	788,912	500,000	288,912
Prop 68 Grant			
AMI	-		455,000
WWTP Monitoring Wells	-	5,000	141,000
Admin/Acquisition Costs	-	130,000	75,000
Total - Prop 68 Grant	-	135,000	671,000
TOTAL GRANT FUNDED CIP	2,588,912	672,000	2,882,410

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 14, 2022
AGENDA ITEM II. B

June 9, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Agreement with Intera for Engineering Services – T Driscoll

RECOMMENDED ACTION:

Approve Agreement with Interra

ITEM EXPLANATION:

Trey Driscoll is now employed by Intera and he has provided the attached Proposal for Engineering Services. The scope of services represents the Projects that will transition to Trey and his new Company. Evaluation of the Waste Water Treatment Plant existing capacity and future capacity expansion costs and monitoring well drilling projects will remain with Dudek.

FISCAL IMPACTS

\$128,740 in FY 22-23

NEXT STEPS:

1. Implement Scope of Work

ATTACHMENTS

1. Proposed Intera Contract

May 25, 2022

Geoff Poole, General Manger
Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004

RE: Proposal for Borrego Springs Watermaster Technical Support Services

Dear Mr. Poole:

INTERA is pleased to present the Borrego Water District (BWD) with this proposal to provide engineering and hydrogeologic technical services for implementation of the Stipulated Agreement/Judgment for the Borrego Springs Subbasin (Basin). This proposal provides scope and fee for the anticipated work to be completed in Water Years (WY) 2022, 2023, 2024 and 2025 to align with the Borrego Springs Watermaster (Watermaster) budget and provide longer-term outlook for BWD budgeting purposes. The WY ends on September 30th of the calendar year in which it ends. For instance, the 2022 WY commenced on October 1, 2021 and ends on September 30, 2022. The BWD Fiscal Year (FY) runs from July 1, 2021, through June 30, 2022 (2022 FY). This proposal provides estimated Borrego Springs Watermaster Technical Support Services budget by BWD FY through FY 2025.

1 Scope of Work

Task 1 Attend Watermaster Board Meetings

Mr. Driscoll anticipates attending up to twelve (12) Watermaster Board meetings per WY or FY. We assume that each meeting will require approximately 3 hours to attend and that no preparation beyond agenda and Board packet review is required for each meeting.

Task 1 Deliverables

- Attend up to 37 Watermaster Board meetings remotely and provide summary of key action items (FY 2022 – 1 Remaining Board Meeting, FY 2023 – 12 Board Meetings, FY 2024 – 12 Board Meetings, FY 2025 – 12 Board Meetings)

Task 2 Technical Advisory Committee and Environmental Working Group Support

Mr. Driscoll anticipates attending up to eight (8) Technical Advisory Committee (TAC) and Environmental Working Group (EWG) meetings per WY or FY. We assume that each meeting will require 3 hours to attend and will require up to 4 hours of preparation prior to the meeting.

Additionally, we have budgeted per FY, 40 hours for preparation of figures and text to inform the TAC and EWG discussions, time for up to 4 meetings with BWD specifically to discuss TAC related concerns and 8 hours for additional inquiry by BWD staff. Additional meetings or preparation may be necessary and will be requested on an as-needed basis.

Task 2 Deliverables

- Attend up to 25 TAC and EWG meetings and prepare meeting materials (FY 2022 – 1 Remaining TAC/EWG Meeting, FY 2023 – 8 TAC/EWG Meetings, FY 2024 – 8 TAC/EWG Meetings, FY 2025 – 8 TAC/EWG Meetings)
- 40 hours for preparation of figures and text, up to 4 meetings with BWD specifically to discuss TAC related concerns and 8 hours for additional inquiry by BWD staff

Task 3 Technical Review of Combined Annual Report to the Court and DWR

INTERA will complete a technical review of Combined Annual Report to the Court and California Department of Water Resources (DWR). The Annual Report is due to the DWR on April 1 of each year. INTERA will submit tracked changed comments and provide a comment letter summarizing substantive comments for Watermaster review and consideration. It is anticipated that if schedule allows, the BWD Board will review and approve submittal of the Combined Annual Report comment letter to the Watermaster. INTERA may make recommendations as part of the technical review for additional analysis of the Combined Annual Report. This fee estimate does not include budget for additional analysis. INTERA will provide scope and fee for additional analysis proposed for BWD Board review and consideration as part of the presentation of findings, if identified.

Task 3 Deliverables

- Review of Draft and Final Combined Annual Report with comments provided as track changes to word documents and comment letter for BWD review and approval
- Present findings at BWD Board Meeting and provide necessary verbal comments at Watermaster Board meetings
- (FY 2022 – Review Completed, FY 2023, FY 2024, FY 2025 – 3 Combined Annual Reports)

Task 4 Technical Review of the Sustainable Yield Update

The Watermaster staff (West Yost) is preparing an update of the sustainable yield using the Borrego Valley Hydrologic Model (BVHM). BVHM was developed by the U.S. Geological Survey with simulation period of October 1929 through December 2010. BVHM was extended by Dudek from January 2011 through September 2016. BVHM was used to determine the current estimate of the sustainable yield of 5,700 acre-feet per year used in the Judgment. The Judgment calls for update and use of the BVHM to redetermine the sustainable yield in 2025 (and over the period of the rampdown through 2040). The main sources of model uncertainty are unmetered pumping, aquifer properties and streambed infiltration rates. For WY 2022, West Yost, is extending the simulation period through WY 2021, comparing BVHM-estimated pumping for WY 2021 versus Watermaster's metered pumping for WY 2021, recommending future actions based on the results of model extension and preparing a technical memorandum. INTERA will review and comment on the BVHM Technical Memorandum prepared by West Yost. This will include review of the eight model packages (discretization, output control option, time-variant specified head, flow and head boundary, unsaturated flow, farm process, multi-node well and streamflow routing) updated by West Yost. INTERA modelers will evaluate the updated BVHM and prepare a comment letter based on review of the updated BVHM and technical memorandum. This task provides for limited BVHM model review and coordination with West Yost for the BVHM model update. Some costs for BVHM model support may be directly reimbursed by the Watermaster (to be approved at discretion of Watermaster Board). This fee estimate does not include budget for additional analysis such as running future model simulations or uncertainty analysis. INTERA will provide scope and fee for additional analysis, if identified.

Task 4 Deliverables

- BVHM update review and Technical Memorandum review
- Prepare Comment Letter

Task 5 Technical Review of Work Plan for a Groundwater Quality and Expanded Groundwater Level Monitoring Program

West Yost, is preparing a work plan for groundwater quality and expanded groundwater level monitoring. On May 18, 2022, Mr. Driscoll attended the County of San Diego Borrego Springs Community Sponsor Group Water and Land Use/Planning Subcommittee meeting. The Subcommittee requested that INTERA assist with identifying existing wells to be added to the Watermaster monitoring network. INTERA anticipates one (1) meeting/field visit in Borrego Springs to document the condition of existing wells identified by the Water and Land Use/Planning Subcommittee. INTERA will collaborate with local stakeholders and West Yost to add additional wells to the monitoring network. This task also includes budget to review and comment on the Work Plan being developed by West Yost for the Groundwater Quality and Expanded Groundwater Level Monitoring Program. INTERA anticipates to collaborate with West Yost on this effort and provide a formal review of the Work Plan. It is assumed that the monitoring network coordination and Work Plan review will take up to 24 hours of staff time. INTERA and the Water and Land Use/Planning Subcommittee may make recommendations for additional analysis regarding issues identified or need for subsequent review to expand the monitoring network. It is currently anticipated that West Yost will be the entity to complete this additional work; however, INTERA will provide scope and fee for additional work, if requested by the BWD Board, based on the findings of the technical review.

Task 5 Deliverables

- Technical Comment Letter or track changes review of Work Plan for a Groundwater Quality and Expanded Groundwater Level Monitoring Program
- Field visit with Water and Land Use/Planning Subcommittee to identify additional existing wells to add to the monitoring network
- Draft Existing Wells to Potentially be Monitored Memorandum for Land Use/Planning Subcommittee to present to West Yost

Task 6 Technical Review of Biological Rehabilitation of Fallowed Lands and Groundwater Dependent Ecosystems

To date, substantial desktop, and field review of biological rehabilitation of fallowed lands and groundwater dependent ecosystems (GDEs) have been conducted in the Borrego Springs Basin as part of the Groundwater Management Plan development and for the Viking Ranch. INTERA will complete technical review of Work Plans developed for studies and proposed field work. Review will be focused on how the proposed studies may further inform management of groundwater resources including sustainable management criteria within the Basin. INTERA may make recommendations for additional analysis regarding issues identified or need for subsequent review to further evaluate rehabilitation of fallowed lands and GDEs. INTERA will provide scope and fee for additional work, if requested by the BWD Board, based on the findings of the technical review.

Task 6 Deliverables

- Comment Letter or track changes review of Biological Rehabilitation of Fallowed Lands and Groundwater Dependent Ecosystems

Task 7 Technical Review of Surface Water Monitoring Program

Surface water and subsurface inflows to the Borrego Springs Basin were identified as a source of uncertainty in the BVHM water budget. As part of the Groundwater Management Plan development, manual surface water flow measurements and the extent of the wetted surface reach were taken at Coyote Creek on a semi-annual basis. As part of the Proposition 68 grant, a project was developed to monitor inflows at Coyote Creek using a combination of manual measurements and a nontraditional stream flow gage potentially using a high-resolution video camera. INTERA will review and provide comment of proposed surface water monitoring for the Basin. INTERA may make recommendations for additional analysis regarding issues identified or need for subsequent review to further evaluate the surface water monitoring program. INTERA will provide scope and fee for additional work, if requested by the BWD Board, based on the findings of the technical review.

Task 7 Deliverables

- Comment Letter or track changes review of Surface Water Monitoring Program

Task 8 Technical Review of Semi-annual groundwater level, quality, and production

West Yost will provide semi-annual groundwater level, quality, and production data to track progress toward achieving the sustainability goals and sustainable management criteria for the Basin. INTERA will review the monitoring data on a semi-annual basis and develop comments and summary information to inform BWD and Basin stakeholders. INTERA may make recommendations for additional analysis regarding issues identified or need for subsequent review to further evaluate semi-annual data. INTERA will provide scope and fee for additional work, if requested by the BWD Board, based on the findings of the technical review.

Task 8 Deliverables

- Technical review of Semi-annual groundwater level, quality, and production
- Provide comment letters or verbal comments to Watermaster as necessary

Task 9 Technical Review of Combined 5-Year Report to DWR and Court

INTERA will complete technical review of the Draft 5-Year Report to DWR and Court. This will include review of the BVHM Sustainable Yield Update described in Task 4. Based on the review of the Sustainable Yield Update and the Annual Reports, INTERA may make recommendations for additional analysis such as further evaluating the uncertainty of the Basin sustainable yield. We will also evaluate the groundwater conditions of the Basin at the time of the 5-Year Report in terms of meeting interim milestones specified in the Groundwater Management Plan. The Technical Review may include recommended adaptive measures to the Groundwater Management Plan if Basin conditions exceed any of the 5-Year milestones for groundwater levels, groundwater in storage, or water quality. If additional analysis is needed, INTERA

will provide scope and fee for additional work, if requested by the BWD Board, based on the findings of the technical review.

Task 9 Deliverables

- Review of Draft and Final Combined 5-Year Report with comments provided as track changes to word documents and comment letter for BWD review and approval
- Review of BVHM Sustainable Yield Update
- Present findings at BWD Board Meeting and provide necessary verbal comments at Watermaster Board meetings

Task 10 Technical Support Services Grant Coordination

Mr. Driscoll will lead the Technical Support Services (TSS) grant work on behalf of the BWD as the Basin's point of contact. DWR has indicated that BWD's TSS grant has been accepted and will directly fund new multi-completion monitoring well(s) and provide additional technical support to the Basin under this grant. DWR estimates the value of the award to the Basin at approximately \$1M to \$1.5M for direct costs from the TSS grant depending on final drilling depth and monitoring well design. Mr. Driscoll has already coordinated with the TAC and DWR to finalize the location of the first new monitoring well and performed initial outreach with the property owner. This task provides budget to assist with negotiation of an easement to drill and construct the monitoring wells in coordination with the DWR and BWD legal counsel and work with West Yost and DWR to facilitate implementation of drilling, well construction and monitoring. This scope of work is based on limited TSS grant project management and support services based on the level of effort anticipated to be needed to plan and implement the project in coordination with West Yost. If additional work is needed, INTERA will provide scope and fee, if requested by the BWD.

Task 10 Deliverables

- Work with the BWD, Watermaster, West Yost, TAC and Basin stakeholders to identify parcels for drilling and construction of the new monitoring well(s). Work with the BWD and DWR to obtain a property easement per DWR requirements.
- Assist West Yost with preparation of general work plan and engineer's estimate for drilling and construction, reporting and monitoring of a multi-completion wells.
- TSS grant project management, coordination and meetings with Watermaster and DWR staff

Task 11 As Needed Technical Support

INTERA will provide as-need work for Watermaster Technical Services on a time and materials basis. All as-needed work will be approved via written authorization (email) by the BWD General Manger up to the budget provided in this task. As-need work includes tasks such as the ongoing review of the new de minimis well permit that BWD and Watermaster staff are currently reviewing.

Task 11 Deliverables

- Deliverables to be defined in coordination with the BWD Board and BWD General Manager

2 Fee

INTERA will complete the work on a time and materials basis up to a cost not to exceed of \$325,695 through FY 2025 (Table 1). At the end of each FY, INTERA will complete a budget review of the previous FY and make an updated recommendation for the subsequent FY budget based on cost incurred and anticipated scope for the following FY.

Table 1. Fee

Task	Total Labor	Expenses	Total
Task 1 Attend Watermaster Board Meetings			
Task 1.1 FY 2022 Watermaster Board Meetings	\$ 855		\$ 855
Task 1.2 FY 2023 Watermaster Board Meetings	\$ 10,260		\$ 10,260
Task 1.3 FY 2024 Watermaster Board Meetings	\$ 10,260		\$ 10,260
Task 1.4 FY 2025 Watermaster Board Meetings	\$ 10,260		\$ 10,260
Sub-total Task 1	\$ 31,635	\$ -	\$ 31,635
Task 2 Technical Advisory Committee and Environmental Working Group Support			
Task 2.1 FY 2022 TAC/EWG Meetings/Sponsor Group Meetings	\$ 2,850		\$ 2,850
Task 2.2 FY 2023 TAC/EWG Meetings	\$ 24,800	\$ 400	\$ 25,200
Task 2.3 FY 2024 TAC/EWG Meetings	\$ 24,800	\$ 400	\$ 25,200
Task 2.4 FY 2025 TAC/EWG Meetings	\$ 24,800	\$ 400	\$ 25,200
Sub-total Task 2	\$ 77,250	\$ 1,200	\$ 78,450
Task 3 Technical Review of Combined Annual Report to the Court and DWR			
Task 3.1 FY 2023 Technical Review Annual Report	\$ 9,520		\$ 9,520
Task 3.2 FY 2024 Technical Review Annual Report	\$ 9,520		\$ 9,520
Task 3.3 FY 2025 Technical Review Annual Report	\$ 9,520		\$ 9,520
Sub-total Task 3	\$ 28,560	\$ -	\$ 28,560
Task 4 Technical Review Update of Sustainable Yield			
Task 4.1 FY 2023 Technical Review Update of Sustainable Yield	\$ 20,200		\$ 20,200
Task 4.2 FY 2024 Technical Review Update of Sustainable Yield	\$ 18,500		\$ 18,500
Task 4.3 FY 2025 Technical Review Update of Sustainable Yield	\$ 20,200		\$ 20,200
Sub-total Task 4	\$ 58,900	\$ -	\$ 58,900
Task 5 Technical Review of Work Plan for Expanded Monitoring Program			
Task 5.1 FY 2023 Land Use/Planning Subcommittee Existing Well Review	\$ 7,600	\$ 200	\$ 7,800
Task 5.2 FY 2023 Technical Review Monitoring Network	\$ 4,840		\$ 4,840
Task 5.3 FY 2024 Technical Review Monitoring Network	\$ 4,840		\$ 4,840
Sub-total Task 5	\$ 17,280	\$ 200	\$ 17,480
Task 6 Technical Review of Biological Restoration of Fallowed Lands and Groundwater Dependent Ecosystems			
Task 6.1 FY 2023 Technical Review Fallowed Lands and GDEs	\$ 4,840		\$ 4,840
Task 6.2 FY 2024 Technical Review Fallowed Lands and GDEs	\$ 4,840		\$ 4,840
Sub-total Task 6	\$ 9,680	\$ -	\$ 9,680
Task 7 Technical Review of Surface Water Monitoring Program			

Table 1. Fee

Task	Total Labor	Expenses	Total
Task 7.1 FY 2023 Technical Review Surface Monitoring Program	\$ 2,470		\$ 2,470
Task 7.2 FY 2024 Technical Review Surface Monitoring Program	\$ 2,470		\$ 2,470
Sub-total Task 7	\$ 4,940	\$ -	\$ 4,940
Task 8 Technical Review of Semi-annual groundwater level, quality, and production			
Task 8.1 FY 2023 Technical Review Semi-annual data	\$ 3,120		\$ 3,120
Task 8.2 FY 2024 Technical Review Semi-annual data	\$ 3,120		\$ 3,120
Task 8.3 FY 2025 Technical Review Semi-annual data	\$ 3,120		\$ 3,120
Sub-total Task 8	\$ 9,360	\$ -	\$ 9,360
Task 9 Technical Review of 5-Year Update			
Task 9.1 FY 2025 Technical Review of 5-Year Update	\$ 18,120		\$ 18,120
Sub-total Task 9	\$ 18,120	\$ -	\$ 18,120
Task 10 Technical Support Services Grant Coordination			
Task 10.1 TSS Grant Property, Access, and Logistics Coordination	\$ 11,400	\$ 300	\$ 11,700
Task 10.2 TSS Grant Implementation Support	\$ 14,250	\$ 500	\$ 14,750
Sub-total Task 10	\$ 25,650	\$ 800	\$ 26,450
Task 11 As Needed Technical Support			
Task 11.1 FY 2023 As Needed Technical Support	\$ 14,040		\$ 14,040
Task 11.2 FY 2024 As Needed Technical Support	\$ 14,040		\$ 14,040
Task 11.3 FY 2025 As Needed Technical Support	\$ 14,040		\$ 14,040
Sub-total Task 11	\$ 42,120	\$ -	\$ 42,120
TOTAL	\$ 323,495	\$ 2,200	\$ 325,695
FY 2022 (REMAINING)	\$ 3,705		\$ 3,705
FY 2023	\$ 127,340	\$ 1,400	\$ 128,740
FY 2024	\$ 92,390	\$ 400	\$ 92,790
FY 2025	\$ 100,060	\$ 400	\$ 100,460

Mr. Geoff Poole
May 25, 2022
Page 8

Thank you for the opportunity to support the BWD for Watermaster Technical Support Services. We look forward to working with the BWD and the Basin stakeholders to steward water resources in the Basin. If you have questions, comments, or concerns, please do not hesitate to contact me at 760.415.1425 or Abhishek Singh at 424.275.4055.

Sincerely,

INTERA Incorporated



Trey Driscoll, PG No. 8511, CHG No. 936
Principal Hydrogeologist



Abhishek Singh, PhD, PE No. 89384
President - Water Resources & Supply



FY 2022 US Billing Rates (USD)

Borrego Water District	
Principal Eng/Sci I	\$305
Principal Eng/Sci II	\$285
Principal Eng/Sci III	\$245
Sr. Eng/Sci I	\$230
Sr. Eng/Sci II	\$215
Sr. Eng/Sci III	\$200
Sr. Eng/Sci IV	\$185
Eng/Sci I	\$175
Eng/Sci II	\$160
Eng/Sci III	\$145
Eng/Sci IV	\$130
Eng./Sci./Bus. Intern	\$85
Sr. Technician	\$140
Technician	\$90
Sr. Cad/Graphics	\$105
Cad/Graphics	\$90
Sr. Tech Ed.	\$130
Tech. Ed.	\$95
Project Associate	\$90

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 14, 2022
AGENDA ITEM II. C

June 9, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Response to State of California Drought Declaration and Restrictions – G Poole

RECOMMENDED ACTION:

Discuss applicability of State Drought declarations for BWD and appropriate response.

ITEM EXPLANATION:

On May 13, 2022, the State Water Resources Control Board approved an Emergency Regulation in response to California's prolonged drought. All Urban Suppliers must comply with the State mandate. Urban Suppliers are defined as a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually. Neither the number of customers nor annual deliveries are high enough in Borrego Springs for BWD to meet the definition of Urban Supplier. Furthermore, the hydrologic reality is Borrego Springs Basin is in continuous drought response mode and a 75% reduction in pumping is needed on or before 2040 for Basin sustainability. With these factors in mind, Staff is recommending BWD not impose the mandatory requirements placed on Urban Suppliers and initiate a public outreach program to encourage voluntary conservation.

For those areas that are served by an Urban Supplier (not BWD customers), the largest impact from the new Regulations pertains to non-functional turf and hours of irrigation for other landscapes. Following is an excerpt from the regulation:

“Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.

The use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need implement and enforce a rule or ordinance limiting landscape irrigation to

no more than two days per week and prohibiting landscape irrigation between the hours of 10:00 a.m. and 6:00 p.m.

The taking of any action prohibited is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

At this time, BWD staff will not be recommending that the Board enforce these regulations for the reasons mentioned above. However, BWD staff, the Public Outreach Committee then the full Board will be discussing ways to encourage conservation in the future.

FISCAL IMPACTS

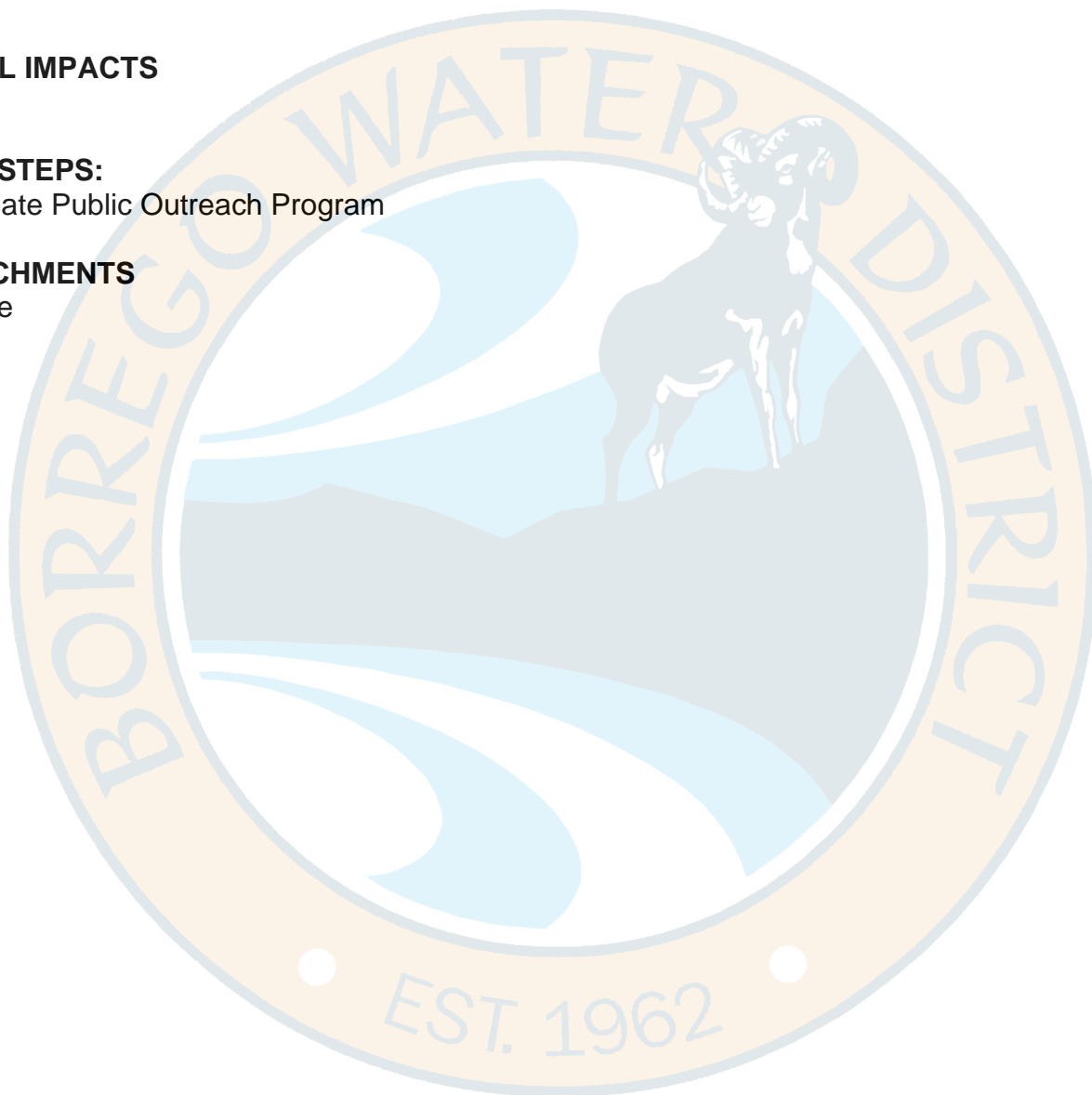
N/A

NEXT STEPS:

1. Create Public Outreach Program

ATTACHMENTS

1. None



BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 14, 2022
AGENDA ITEM II. D

June 10, 2022

TO: Board of Directors

FROM: Geoff Poole, General Manager
Esmeralda Garcia, Administrative Assistant

SUBJECT: Resolution 2022-06-02 Authorizing the sale of real property owned by Borrego Water District to the Anza-Borrego Foundation

To proceed with the Agreement for Purchase dated 01/20/2022 between Borrego Water District and the Anza-Borrego Foundation attached please find the Borrego Water District Resolution 2022-06-01 authorizing the sale of real property owned by Borrego Water District to the Anza-Borrego Foundation, stated in the resolution is the selling price \$77,000.00 (Seventy-Seven Thousand and 00/100) and the authorization for Board President Kathy Dice to sign Grant Deed and Escrow Papers on the District's behave.

RECOMMENDED ACTION:
Approve Resolution 2022-06-01

FISCAL IMPACT:
\$77,000.00 proceeds from sale of APN: 200130100 & 2001300200

NEXT STEPS:
TBD

ATTACHMENTS:

1. RESOLUTION 2022-06-01
2. AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTION DATED 01/20/2022

RESOLUTION NO. 2022-06-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BORREGO WATER DISTRICT, AUTHORIZING THE SALE OF
REAL PROPERTY OWNED BY BORREGO WATER DISTRICT
TO THE ANZA-BORREGO FOUNDATION**

WHEREAS, the Borrego Water District (“District”) is the owner of real property located at Legal Description: SEC 29-11-6E*NE 1/4*W 1/2 OF* AND SEC 29-11-6E*NE 1/4*E 1/2 OF* more particularly described as Assessor’s Parcel Number 200-130-0100 AND 200-130-0200; and

WHEREAS, it is necessary, advisable, and in the best interests of the public and the District that the real property described herein be sold; and

WHEREAS, The District Board of Directors has determined to sell such property pursuant to the authority granted by the District under California Water Code section 35604; and

WHEREAS, to be in compliance with California Government Code section 54222 a written notice of availability for the purpose of developing low- and moderate-income housing was sent to any local public entity, as defined in Section 50079 of the Health and Safety Code, within whose jurisdiction the surplus land was located. All notices were sent by electronic mail, or by certified mail, and included the location and a description of the property, pursuant to Government Code section 54222 and did not receive a response to that offer.

NOW, THEREFORE, the Board of Directors of the Borrego Water District does hereby resolve, determine and order as follows:

Section 1. That the real property described herein is hereby authorized to be sold by negotiation for the amount of \$77,000.00 to Anza-Borrego Foundation.

Section 2. The District’s Board President is hereby authorized and directed to execute all necessary documents to complete the sale of the property, including but not limited to the purchase and sale agreement and grant deed.

ADOPTED, SIGNED AND APPROVED this 14th day of June 2022.

President of the Board of Directors
of Borrego Water District

ATTEST:

Secretary of the Board of Directors
of Borrego Water District

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Dave Duncan, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the foregoing Resolution 2022-06-01 was duly adopted by the Board of Directors of said District at an adjourned regular meeting held on the 14th of June, 2022, and that it was so adopted by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

Secretary of the Board of Directors
of Borrego Water District

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

I, Deve Duncan, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2022-06-01 of said Board, and that the same has not been amended or repealed.

Dated: _____

Secretary of the Board of Directors
of Borrego Water District

**Agreement for Purchase and Sale of Real Property
with Escrow Instructions**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS ("Agreement") is entered into as of 1/20, 2021 (the "Effective Date") between the ANZA-BORREGO FOUNDATION (referred to herein as "Purchaser"), and BORREGO WATER DISTRICT (referred to herein as "Seller").

Recitals

A. Seller is the owner of approximately 160 acres of real property located in County of San Diego, State of California within the Anza-Borrego Desert State Park, known as Assessor's Parcel Number 200-130-01 and 200-130-02 ("Real Property"), more particularly described in the Legal Description attached as Exhibit A.

B. Purchaser desires to purchase the Property to augment the wildlife and plant habitat conservation region in the same geographic area, and Seller desires to sell the Property, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Definitions. As used in this Agreement the following terms shall have the following definitions:

"Agreement" is defined in the preamble.

"Approved Exceptions" is defined in Section 9(c).

"Assignment" is defined in Section 15.

"Close of Escrow" is defined in Section 10(d).

"Closing Date" is defined in Section 10(d).

"Deed" is defined in Section 10(b)(i).

"Disapproved Exception" is defined in Section 9(d)

"Effective Date" is defined in the preamble.

"Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial

hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 U.S.C.A. §§ 5101 et seq.]; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. §§ 136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. §§ 300f et seq.]; the Surface Mining Control and Reclamation Act of 1977 (SMCRA) [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA or EPCRTKA) [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. §§ 651 et seq.]; the California laws regarding the underground storage of hazardous substances [H & S C §§ 25280 et seq.]; the Hazardous Substance Account Act [H & S C §§ 25300 et seq.]; the California laws regarding hazardous waste control [H & S C §§ 25100 et seq.]; the Safe Drinking Water and Toxic Enforcement Act of 1986 [H & S C §§ 25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat C §§ 13000 et seq.], and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

“EPA” is defined in Section (b) in the definition for “Hazardous Substances.”

“Escrow” is defined in Section 4.

“Escrow Agent” is defined in Section 4.

“Exception” is defined in Section 9(c).

“Existing Adverse Condition” is defined in Section 8(a).

“Feasibility Period” is defined in Section 5(a).

“FIRPTA Affidavit” is defined in Section 10(b)(ii).

“Hazardous Substances” includes without limitation:

(a) Those substances included within the definitions of “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “solid waste,” or “pollutant or contaminant” in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is:

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

“Laws” shall mean all federal, state and local laws, codes, ordinances and regulations, excluding Environmental Laws.

“Monetary Liens” is defined in Section 9(c).

“Preliminary Report” is defined in Section 9(a).

“Prevailing Party” is defined in Section 16.

“Property” means collectively the Real Property, all improvements presently or hereafter existing on the Real Property, all water rights, all mineral rights, all plans and specifications relating to the present or planned construction of improvements on the Real Property, including all governmental permits or licenses, utility contracts, service contracts, maintenance contracts, operating contracts, or other intangible property (if any) now or in the future owned by Seller in connection with the development, operation, or ownership of the Property or other rights relating to the ownership, use, or operation of the Property, including all materials purchased by Seller for use on the Property or in the construction of improvements on the Property, and all of Seller’s rights in and to any fees paid to any governmental agency or utility.

“Purchase Price” is defined in Section 3.

“Purchaser” is defined in the preamble.

“Seller” is defined in the preamble.

“Title Policy” is defined in Section 10(a).

"Withholding Affidavit" is defined in Section 10(b)(iii).

2. Purchase and Sale. Seller agrees to sell and Purchaser agrees to purchase the Property subject to the terms and conditions in this Agreement.

3. Purchase Price. The purchase price for the Property shall be SEVENTY-SEVEN THOUSAND AND NO/100's DOLLARS (\$77,000.00) ("Purchase Price"). On or before the Closing Date, Purchaser shall deposit with Escrow Agent the full amount of the Purchase Price in cash or in immediately available funds.

4. Escrow. By this Agreement, Purchaser and Seller establish an escrow ("Escrow") with a reputable title company chosen by Purchaser (the "Escrow Agent"), subject to the provisions of the standard conditions for acceptance of escrow and the terms and conditions in this Agreement, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. Purchaser's agent for matters related to the Closing of Escrow shall either be Purchaser's staff or Best Best & Krieger, Purchaser's General Counsel.

5. Feasibility Period.

(a) During the period commencing on the date of this Agreement and terminating on a date which is sixty (60) days from the date of this Agreement ("Feasibility Period"), Purchaser may undertake at Purchaser's expense an inspection of the Property. Said inspection may include: (i) a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Substances, if any, and archeological information relating to the Property; and (ii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property. Within ten (10) days following the full execution of this Agreement by both parties, Seller shall deliver to Purchaser copies of all surveys and other documents pertaining to the physical or environmental condition of the Property that are owned by or in the possession of Seller.

(b) If Purchaser's environmental consultant requires additional time to determine the existence and extent of any Hazardous Substances on the Property, Purchaser shall have the right, exercisable by delivering written notice to Seller prior to the expiration of the Feasibility Period, to extend the Feasibility Period for up to an additional sixty (60) days to complete the testing.

(c) If Purchaser disapproves of the results of the inspection and review or the results of any Phase I Environmental Report, Purchaser may elect, prior to the last day of the Feasibility Period (or any extension thereof), to terminate this Agreement by giving Seller written notification prior to the last day of the Feasibility Period (or any extension thereof). If Purchaser fails to properly notify Seller of the intent to terminate this Agreement, Purchaser shall be deemed to be satisfied with the results of the inspection and shall be deemed to have waived the right to terminate this Agreement pursuant to this provision.

6. Conditions to Purchaser's Performance. Purchaser's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's approval of the condition of the Property as provided in Section 5.

(b) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;

(c) No adverse material change shall have occurred with respect to the condition of the Property from the end of the Feasibility Period through the Closing Date;

(d) Seller's performance of all obligations under this Agreement;

(e) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions; and

7. Conditions to Seller's Performance. Seller's obligation to perform under this Agreement is subject to Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

8. Access.

(a) Access to the Property during the Feasibility Period shall be given to Purchaser, its agents, employees, or contractors during normal business hours upon at least one (1) business day's notice to Seller, at Purchaser's own cost and risk, for any purposes, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). Purchaser shall indemnify and defend Seller against and hold Seller harmless from all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorney fees arising out of Purchaser's entry onto the Property or any activity thereon by Purchaser or its agents, employees, or contractors prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of the gross negligence or willful acts of Seller. Any entry onto the Property by Purchaser or its agents, employees, or contractors shall be at reasonable times. The provisions of this Section shall survive the Close of Escrow. Notwithstanding anything herein to the contrary, Purchaser and Seller agree that Purchaser shall not incur any liability hereunder merely by the discovery of an "Existing Adverse Condition" (as defined below) regardless of whether such Existing Adverse Condition, once revealed, negatively impacts the value of the Property or otherwise causes Seller to incur liabilities, costs or expenses. The term "Existing Adverse Condition" shall mean an adverse condition existing on or with respect to the Property that is discovered or revealed by Purchaser in the course of its Property inspection hereunder.

(b) In addition to the provisions of Section 8(a), Purchaser and its agents, employees, or contractors shall have the right, from the date of this Agreement until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Seller agrees to cooperate reasonably with Purchaser and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to Purchaser all information in Seller's possession or control pertaining to the condition of the

Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

9. Title.

(a) Within ten (10) days following the execution of this Agreement by both parties, Purchaser shall cause Escrow Agent to issue to Purchaser (with a copy to Seller) a preliminary report for an ALTA Standard Policy of Title Insurance for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property ("Preliminary Report"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

(b) Seller agrees to deliver to Purchaser, promptly following the full execution and delivery of this Agreement, copies of any survey of the Property in the possession of Seller.

(c) Purchaser shall approve or disapprove, in writing to Seller with a copy to Escrow Agent, each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation (each an "Exception") within thirty (30) days following the receipt of the Preliminary Report or the execution of this Agreement, whichever is later ("Review Period"). Purchaser's failure to approve or disapprove within the Review Period shall be deemed to be a disapproval of the Exceptions. The Exceptions approved by Purchaser hereunder shall be referred to as the "Approved Exceptions." All monetary liens or monetary encumbrances on the Property except for liens for general and special taxes and assessments not yet due and payable (collectively, "Monetary Liens") are disapproved and Seller shall eliminate the same prior to or upon the Closing Date.

(d) If any Exception is disapproved or deemed disapproved (each a "Disapproved Exception"), Seller shall have the right, but not the obligation, within thirty (30) days following expiration of the Review Period, to cause each Disapproved Exception to be discharged, satisfied, released, or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Purchaser and Escrow Agent, all at Seller's sole cost and expense. Seller authorizes Escrow Agent to disburse from the cash portion of the Purchase Price and proceeds otherwise disburseable to Seller upon Closing the sum sufficient to discharge any Disapproved Exception that may be discharged only by the payment of money. If Seller is unable or unwilling to obtain a discharge, satisfaction, release, or termination of any Disapproved Exception within the period specified above, then this Agreement shall automatically terminate ten (10) business days after expiration of the thirty day period for curing the Disapproved Exceptions or after Seller advises Purchaser in writing that Seller is unable or unwilling to cause such discharge, satisfaction, release, or termination, whichever occurs first, unless within such ten business day period, Purchaser waives in writing such Disapproved Exception, in which event such Disapproved Exception shall be deemed an Approved Exception under this Agreement. If this Agreement terminates pursuant to the foregoing sentence, then Seller shall pay all charges of the Escrow Agent in connection with this transaction, including the charges of the surveyor and environmental engineering company, the parties shall be relieved of all further obligations and liabilities to each other under this Agreement except as otherwise provided herein, and all funds and documents

deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing party. Anything above to the contrary notwithstanding, it is understood and agreed that Purchaser's indemnity obligations under Section 8 shall not terminate upon termination of this Agreement pursuant to this or any other provision hereof.

10. Close of Escrow.

(a) Title. Simultaneously, with the Close of Escrow, Escrow Agent shall issue an ALTA Standard Policy of Title Insurance (formerly referred to as a CLTA Title Policy) ("Title Policy") in the amount of the Purchase Price, subject only to Approved Exceptions.

(b) Seller's Deposits into Escrow. Seller shall deposit with Escrow Agent on or prior to the Close of Escrow the following documents:

(i) a grant deed in the form attached hereto as Exhibit "B" executed and acknowledged by Seller, conveying to Purchaser good and marketable fee simple title to the Property, subject only to the Approved Exceptions ("Deed");

(ii) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit");

(iii) California Franchise Tax Board Form 593-C regarding the withholding of California taxes on the sale of California real estate ("Withholding Affidavit");

(iv) Seller's approval of the draft of Escrow Agent's closing statement.

(c) Purchaser's Deposits into Escrow. Purchaser shall deposit with Escrow Agent, on or prior to the Close of Escrow, the balance of the Purchase Price in accordance with Section 3, the Certificate of Acceptance for the Grant Deed, and Purchaser's approval of the draft of Escrow Agent's closing statement.

(d) Closing Date. The conveyance of the Property to Purchaser and the closing of this transaction ("Close of Escrow") shall take place within five (5) business days of the satisfaction of the conditions set forth in Section 6 and Section 7, provided, however, that in no event shall the Close of Escrow occur later than one hundred twenty (120) days following the execution of this Agreement ("Closing Date"), except as otherwise agreed by Purchaser and Seller in writing or unless the Feasibility Period shall have been extended, in which case the Closing Date shall be similarly extended. Either Purchaser or Seller shall have the right to terminate Escrow and this Agreement if the conditions set forth in Section 6 (for Purchaser) or Section 7 (for Seller) have not been satisfied as of the Closing Date.

(e) Closing Statement. No more than two days prior to the Closing Date, Escrow Agent shall deliver to Purchaser and to Seller, for their respective approvals, drafts of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

(f) Closing Instructions. On the Closing Date (or any extension thereof), Escrow Agent shall close Escrow as follows:

- County Recorder;
- (i) record the Deed (marked for return to Purchaser) with the San Diego County Recorder;
 - (ii) issue the Title Policy;
 - (iii) prorate taxes, assessments, rents, and other charges as provided in Section 10(g);
 - (iv) disburse to Seller the Purchase Price less prorated amounts and charges to be paid by, retained for, or on behalf of Seller;
 - (v) charge Purchaser for those costs and expenses to be paid by Purchaser pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to Purchaser;
 - (vi) prepare and deliver to both Purchaser and Seller one signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the Escrow;
 - (vii) deliver to Purchaser an Assignment (if any), the FIRPTA Affidavit, and the Withholding Affidavit and withhold from the Purchase Price a sufficient amount necessary to comply with any federal or State withholding requirements.

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Purchaser and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Purchaser and Seller. It is mutually further agreed by and between Purchaser and Seller that if all, and each and every one, of the terms and conditions of this Purchase Agreement are not met within their respective specified time periods, then the Purchaser's deposit, if any, shall be immediately returned to Purchaser, this Purchase Agreement and the Escrow shall terminate and neither party shall have any further rights or obligations to the other party, and the Escrow shall be cancelled, unless extended in writing by both Purchaser and Seller.

(g) Cost Allocations. Escrow Agent shall allocate the following costs at the Close of Escrow:

- (i) Purchaser shall pay:
 - (A) the recording charges in connection with recordation of the Deed; provided, however, that this Deed is entitled to be recorded without a fee pursuant to Government Code Section 27383 because the Deed is for the benefit of a public agency;
 - (B) all governmental conveyancing fees and taxes due upon transfer of the Property, provided, however, that no documentary transfer tax will be payable with respect to this transaction, pursuant to Revenue and Taxation Code Section 11922;
 - (C) all charges in connection with issuance of a ALTA Standard Policy of Title Insurance in the amount of the Purchase Price; and

(D) the escrow fee charged by Escrow Agent.

(h) Possession. Possession of the Property shall be delivered to Purchaser at the Close of Escrow.

11. Seller's Representations and Warranties. To Seller's actual knowledge, Seller represents and warrants to Purchaser that as of the date of this Agreement and as of the Close of Escrow:

(a) Hazardous Substances. The Property: (i) is free from Hazardous Substances; (ii) contains no buried or partially buried storage tanks located on the Property; (iii) has not been used for the generation, storage or disposal of any Hazardous Substance and no Hazardous Substance has been spilled, disposed of, or stored on, under, or at the Property; and (iv) has never been used as a dump or landfill;

(b) Compliance with Law. The Property is in material compliance with all applicable Laws and Environmental Laws;

(c) Leases. No recorded or unrecorded leases, licenses, or other agreements allowing any third party rights to use or rights of possession in the Property are or will be in force as of the Closing;

(d) Litigation and Investigations. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property, and Seller has received no notice, warning, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Laws or Environmental Laws, or informing Seller that the Property is subject to investigation or inquiry regarding the violation of any Laws or Environmental Laws.

(e) Condition of Property. There are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property;

(f) Access to the Property. There is vehicular access to the Property either directly through a public right of way or through a recorded easement; and

(g) No Insolvency Proceedings. Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

(h) No Other Agreements, Undertakings or Tenancies. Seller will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Purchaser.

(i) **Disclosure.** Seller has disclosed to Purchaser all information, records, and studies in Seller's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. All information that Seller has delivered to Purchaser, either directly or through Seller's agents, is accurate and Seller has disclosed all material facts concerning the operation, development, or condition of the Property.

Seller shall promptly notify Purchaser of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If Purchaser reasonably concludes that a fact materially and adversely affects the Property, Purchaser shall have the option to terminate this Agreement by delivering written notice to Seller and Escrow Agent. If Purchaser terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow and Seller shall be responsible for all costs of escrow. For the purposes of this Section 11, "Seller's actual knowledge" means Geoff Poole's actual, current knowledge without any representation or warranty regarding investigation or inquiry completed by Geoff Poole.

12. **Seller's Covenants.** Commencing with the full execution of this Agreement by both parties and until the Close of Escrow:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the Property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of Escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear.

13. **Authority of Parties.**

(a) Seller warrants that this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Seller; (i) are binding obligations of Seller; and (ii) are collectively sufficient to transfer all of Seller's rights to the Property and do not violate the provisions of any agreement to which Seller is a party or which affects the Property. If Seller is a corporation, partnership, limited partnership, limited liability company, trust or other legal entity, then Seller further represents that Seller is duly formed and validly existing and in good standing under the laws of the jurisdiction set forth in the first paragraph of this Agreement. If said jurisdiction is other than California, then Seller warrants that to the extent required by applicable law, Seller is registered to do business and is in good standing in the state of California.

(b) Purchaser warrants that this Agreement and all other documents delivered prior to or on the Close of Escrow have been authorized, executed, and delivered by Purchaser; and are binding obligations of Purchaser.

(c) The parties warrant that the persons executing this Agreement on their behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be valid and enforceable against Purchaser or Seller in accordance with this Agreement.

14. Brokers. Each party shall be solely responsible for the fees or commissions of any broker that has been retained or consulted by such party in connection with this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a claim by a broker for any such fees or commissions.

15. Assignment. Purchaser shall have the right to assign all rights and liabilities under this Agreement to any party or governmental agency.

16. Attorney Fees. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the nonprevailing party all reasonable attorneys' fees and costs. "Prevailing Party" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

17. Notices. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, or (ii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Anza-Borrego Foundation: Anza-Borrego Foundation
PO Box 2001
Borrego Springs, CA 92004
Attention: Executive Director

With copy to: Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501
Phone: (951) 826-8279
Attention: Steve Anderson

To Seller: Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attention: General Manager

until such time as a party gives notice of the change of address in accordance with the terms of this section.

18. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

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

20. **Waivers.** A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

21. **Construction.** The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

22. **Merger.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

23. **Counterparts.** This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

24. **No Obligations to Third Parties.** Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

25. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

26. **Time of the Essence.** Time is of the essence in this Agreement.

27. **Successors.** This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

28. **Governing Law and Venue.** This Agreement and any dispute arising hereunder shall be governed by California law. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in the County of San Diego, State of California, in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. SELLER HEREBY ACKNOWLEDGES THAT THE FOREGOING VENUE PROVISIONS HAVE BEEN CHOSEN AS THE APPROPRIATE AND CONVENIENT FORUM FOR ANY SUCH ACTION AND WAIVES ANY RIGHT TO OBJECT TO JURISDICTION ON THE BASIS OF LACK OF PERSONAL JURISDICTION OR FORUM NON CONVENIENS. The Parties hereby consent to service of process via mail or overnight courier to the address specified in Section 17 or by any other method permitted under California law.

29. **Survival.** All representations, warranties, covenants and indemnity obligations of the parties shall survive the Closing of this Agreement.

30. Cooperation. Seller understands that Purchaser may seek from third party governmental agencies funding to reimburse Purchaser in whole or in part for the Purchase Price of the Property. Seller agrees to reasonably cooperate to assist Purchaser during the process to seek such funding and to provide such documentation as reasonably necessary to assist Purchaser in applying for such funding.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement to be effective on and as of the Effective Date set forth in the preamble to this Agreement.


PURCHASER: ANZA-BORREGO FOUNDATION, a California non-profit corporation By:  Brianna Fordem Executive Director	SELLER: BORREGO WATER DISTRICT, a California special district _____ Kathy Lee Dice, President Board of Directors
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EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

PARCEL 2:

AN EASEMENT AND RIGHT OF WAY FOR ROAD, SEWER, WATER, GAS, POWER AND

TELEPHONE LINES AND APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS THE EAST 30.00 FEET OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 6 EAST,

SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF ROAD SURVEY NO. 1259, A COPY OF WHICH IS ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAN DIEGO COUNTY.

PARCEL 3:

AN EASEMENT FOR WELL SITE PURPOSES OVER THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 SOUTH, RANGE 6 EAST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

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10352

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 20, 1000.00 FEET, THENCE WESTERLY AT RIGHT ANGLES TO SAID EAST LINE. 30.00 FEET TO A POINT ON THE WESTERLY LINE OF THE EAST 30.000 FEET OF SAID SECTION 20, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE WESTERLY 50.00 FEET; THENCE SOUTHERLY PARALLEL WITH SAID EAST LINE OF SECTION 20 A DISTANCE OF 50.00 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID PARALLEL LINE 50.00 FEET TO A POINT ON SAID WESTERLY LINE OF THE EAST 30.00 FEET OF SECTION 20; THENCE NORTHERLY ALONG SAID WESTERLY LINE 50.00 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT B
(GRANT DEED)**

RECORDED AT REQUEST OF AND
RETURN TO:

Borrego Water District
806 Palm Canyon Drive
Borrego Springs, CA 92004
Attn: General Manager

FREE RECORDING

This instrument is for the benefit of the
Borrego Water District, and is entitled to be
recorded without fee. (Govt. Code 27383)

(Space above this line reserved for Recorder's use)

GRANT DEED

APN: 200-130-01 and -02

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
BORREGO WATER DISTRICT, herein called "Grantor", hereby GRANTS to ANZA-
BORREGO FOUNDATION, a California non-profit 501(c)(3) corporation ("Grantee"), the real
property in the County of San Diego, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ___th day of
_____, 20__.

BORREGO WATER DISTRICT, a
California special district

Kathy Lee Dice, President
Board of Directors

ATTACH NOTARY ACKNOWLEDGEMENT

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by BORREGO WATER DISTRICT, on the Grant Deed dated _____, 2021 to the ANZA-BORREGO FOUNDATION (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: 1/20, 2022

GRANTEE:

ANZA-BORREGO FOUNDATION, a non-profit
501(c)(3) corporation

By: 
Brianna Fordem, Executive Director

ACKNOWLEDGMENT

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

State of California
County of San Diego)

On January 20, 2022 before me, True Flores, Notary Public
(insert name and title of the officer)

personally appeared Brianna M. Fordem
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

A handwritten signature in blue ink, appearing to read 'True Flores', written over a horizontal line.

(Seal)

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JUNE 14, 2022
AGENDA ITEM II. E. 1 & 2

June 9, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice

- i. AAWARE Comments to Annual Report – D Johnson/T Driscoll
- ii. Update on Board Activities
- iii. Update on Technical Advisory Committee Activities - T Driscoll

RECOMMENDED ACTION:

Receive Verbal Report from Representatives

ITEM EXPLANATION:

VERBAL REPORT

FISCAL IMPACT:

TBD

NEXT STEPS:

TBD

ATTACHMENTS:

1. None

