

**AGREEMENT BY AND BETWEEN THE CITY OF CORONA AND WESTERN  
MUNICIPAL WATER DISTRICT FOR THE SALE OF A 20-INCH WATER  
PIPELINE IN THE RIVER ROAD BRIDGE FOR THE BENEFICIAL USE OF  
RECYCLED WATER FROM THE WESTERN RIVERSIDE COUNTY  
REGIONAL WASTEWATER AUTHORITY**

This Agreement dated December 7, 2022, is entered into by and between the City of Corona, a municipal corporation (hereinafter “Corona”) and Western Municipal Water District of Riverside County, a municipal water district (hereinafter “Western”), sometimes individually or collectively referred to herein as “Party” or “Parties”, respectively.

**RECITALS**

WHEREAS, Western Riverside County Regional Wastewater Authority (hereinafter “Authority”) was formed as a Joint Powers Authority in 1992 to construct and operate a regional wastewater conveyance, treatment and disposal system to serve its member agencies: the City of Corona, the City of Norco, Home Gardens Sanitary District, Jurupa Community Services District, and Western.

WHEREAS, Western, through a 2008 Cooperative Agreement with the County of Riverside, constructed and owns three 20-inch water pipelines within the River Road Bridge.

WHEREAS, the Authority currently discharges into Orange County Water District’s canal off of the Santa Ana River.

WHEREAS, in 2018, the Authority received Change of Use Petition WW0067 from the California State Water Resources Control Board authorizing the Authority and its member agencies to use all its recycled water for beneficial use.

WHEREAS, as described in Corona’s 2018 Recycled Water Master Plan (and prior planning documents), Corona has planned and constructed a robust recycled water system. Corona plans to continue to expand its recycled water program.

WHEREAS, Corona, as a member agency of the Authority, has access to additional recycled water supplies, and wishes to buy one of Western’s 20-inch pipelines in River Road Bridge, identified as Pipeline No. 5 as described in Exhibit “A” attached hereto and incorporated herein by reference (“Pipeline”) to connect to its existing recycled water system.

WHEREAS, Western, as a member agency of the Authority, has access to additional water supplies, however, does not have an existing recycled water system and has no plans to develop one.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, WHICH ARE INCORPORATED HEREIN, AND THE FOLLOWING PROVISIONS, THE PARTIES AGREE AS FOLLOWS:**

1. Western hereby sells to Corona and Corona hereby buys from Western, the Pipeline for the total price of Five Hundred Eighty Thousand Dollars (\$580,000), which amount shall be due and payable to Western in full prior to Corona taking possession of the Pipeline (“Transfer Date”). Said compensation shall be deemed full compensation for the value of the Pipeline.

2. Western is transferring its interests in the Pipeline “AS IS” and make no warranties of any kind as to the Pipeline, including any warranties as to (1) the condition or suitability of the Pipeline for Corona’s use; or (2) Corona’s right to use the Pipeline.

3. Western shall be responsible for any liability to the extent arising from Western’s ownership, use or operation of the Pipeline prior to the Transfer Date. Corona shall be responsible for any liability to the extent arising from Corona’s ownership, use or operation of the Pipeline following the Transfer Date. Each Party shall indemnify, defend and hold harmless the other Party, and its respective officials, officers, employees and agents with respect to the obligations set forth in this paragraph.

4. Corona acknowledges that the sale of the Pipeline is “AS IS” and agrees to waive and release Western from any claims related to Corona’s use of the Pipeline known or unknown. Corona expressly agrees that all rights under Section 1542 of the California Civil Code and any similar law are hereby expressly waived.

5. Upon the Transfer Date, Corona shall be deemed to be the sole owner of the Pipeline and may thereafter use the Pipeline or remove it and relocate it or dispose of it in any manner determined by Corona in its sole and absolute discretion. From and after the Transfer Date, Western will have no further obligations with respect to the Pipeline. Upon request of Corona, Western shall execute a deed, bill of sale or other document acceptable to Corona evidencing Western’s transfer of ownership of the Pipeline to Corona.

6. This Agreement shall be interpreted in accordance with the laws of the State of California.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

8. Each Party represents that they are fully authorized to execute, deliver, and perform this Agreement.

9. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

10. This Agreement shall be effective as of the date of the last signature below.

By: \_\_\_\_\_  
Craig D. Miller, General Manager  
Western Municipal Water District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tom Moody, Director of Utilities  
City of Corona Utilities Department

Dated: \_\_\_\_\_

## EXHIBIT "A" DESCRIPTION OF PIPELINE

