

**BILL OF SALE
FOR PURPOSES OF TRANSFERRING WATER/SEWER INFRASTRUCTURE TO
MISSION SPRINGS WATER DISTRICT**

For good and valuable consideration, receipt of which is hereby acknowledged, the UNDERSIGNED hereby conveys and transfers to Mission Springs Water District ("**District**"), and its successors and assigns, all right, title, and interest in and to the Water and Sewer Installations ("**Project**"), including mains, hydrants, laterals, valves, PRV, manholes and other appurtenances to said **Project**, constructed and installed in accepted and recorded public right-of-ways or easements per approved Mission Springs Water District plans ("**MSWD Plan No.**").

Project: New Dollar General

MSWD Plan No.: Water and Sewer Improvement Plan W1114 and S1086

The undersigned, and its successors and assigns, covenants and agrees to and with the **District**, its successors and assigns, that the undersigned is the owner of the facilities and appurtenances for the **Project** and has the right and authority to sell the same, that the facilities and appurtenances for the **Project** are free of all liens or encumbrances, and that the undersigned will, and does, hereby warrant and agree to defend the title of the **District**, its successors and assigns, against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.

The undersigned warrants that all bills and taxes relating to the construction and installation of the facilities and appurtenances for the **Project** have been paid in full and that there are no lawsuits pending involving the **Project**. The undersigned further warrants that in the event any lawsuit is filed as a result of, or involving this **Project**, the undersigned will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the **District** harmless on any judgment rendered against the **District**.

The undersigned further warrants that all laws and ordinances respecting construction of the facilities and appurtenances for the **Project** have been complied with, and that facilities and appurtenances for the **Project** are in proper working condition, order and repair and are fit for the purposes intended; i.e., for use as a water distribution/sewer collection system.

The undersigned covenants and agrees with the **District** to replace, repair and correct any defect in work or materials in respect to the facilities and appurtenances for the **Project** subject to this Bill of Sale arising during a period of one (1) year from May 25, 2022, without cost to the **District**. The undersigned shall further warrant the corrected work for one (1) year after acceptance of the corrected work by the **District**.

Developer/Owner NNNDG13 LLC

Signature

Name

Title

Date

Mission Springs Water District

Signature

Arden Wallum

Name

General Manager

Title

Date

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 May 25 2022 before me, D. Peacock Notary public
(insert name and title of the officer)

personally appeared David church,
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 D. Peacock (Seal)

