

AGREEMENT FOR CONSTRUCTION AND DEDICATION OF FLOOD CONTROL IMPROVEMENTS IN THE LOS ALAMOS COMMUNITY

THIS AGREEMENT ("Agreement") is made by and between LOS ALAMOS 59, LP, hereinafter referred to as "Developer", and the Santa Barbara County Flood Control & Water Conservation District, a political subdivision of the State of California, referred to herein as "District". Collectively, Developer and District are referred to herein as the "Parties". The Parties agree as follows:

1. Recitals

This Agreement is made with reference to the following facts and objectives:

- A. District has the authority to provide facilities for the collection, control and discharge of storm water and drains in the District pursuant to the Santa Barbara County Flood Control and Water Conservation District Act (Stats. 1955, Chapter 1057, p. 2006, as amended); and
- B. Developer proposes to construct the Village Square Subdivision (the "Subdivision"), also known as Tract Map 14,608 and formerly known as the Legacy Estates Subdivision in the Los Alamos community. Portions of the Los Alamos community have a history of flooding.
- C. As a condition of Subdivision approval, Developer is required to construct certain on-site and off-site storm drain improvements.
- D. All on-site storm drain improvements constructed as part of the Subdivision will be owned and maintained by the Home Owners' Association and detailed in the separate, recorded SUBDIVIDER'S AGREEMENT TO CONSTRUCT AND MAINTAIN PRIVATE DRAINAGE IMPROVEMENT AND PRIVATE DRAINAGE & MAINTENANCE EASEMENTS.
- E. The parties wish to establish their mutual understanding concerning the design and construction of the off-site storm drain improvements ("Project"), which will include, but is not limited to, installation of Class III Reinforced Concrete Pipe (RCP) storm drains (72" \cong 700FT, 60" \cong 360FT, 48" \cong 2,730FT), headwall, cable railing, trash rack, 15 storm drain manholes, concrete overflow weir, v-ditch, and outfall protection at San Antonio Creek.
- F. This Agreement sets forth the Parties' respective rights and obligations regarding the Developer's design and construction of the Project, as well as the terms upon which District will accept Developer's offer to dedicate the completed Project facilities.

2. Design and Planning of the Project

- A. Design of Facilities. Developer at its sole expense will cause the final plans for the Project to be designed in conformity with District requirements and in full compliance with engineering standards established by District. The complete plan of design for the Project, certified by a Civil Engineer registered in the State of California, was approved by the District in 2015.
- B. Design Immunity. District acknowledges that the Project as depicted in attached Exhibit A, which is incorporated by reference, meet District requirements and standards. District's approval of Developer's plans does not constitute any warranty or guarantee by District concerning the design or performance of the Project and Developer is responsible for the construction as provided herein. This approval is intended to avail District of the immunities set forth in Government Code § 830.6.

3. Pre-Construction Obligations of the Parties

- A. Permits and Approvals. Developer is responsible for obtaining all required permits, licenses and entitlements before the start of construction at Developer's expense. Copies of all permits must be furnished to District upon request.
- B. Insurance. Developer must require all Project contractor(s) and subcontractor(s) to carry and have in force at all times during the work valid insurance coverage pertaining to the work (including general liability, automobile liability, employer liability and workers' compensation coverage), in an amount(s) and form as required by law naming District as additional insured. Comprehensive general liability and automobile liability must be in the minimum amount of (\$2,000,000) per occurrence. Endorsements must be on ISO Form CG 20 10 11 85 or CG 20 10 11 88, or equivalent. Developer must furnish evidence of insurance coverage satisfactory to District before District issues construction permits for the work.
- C. Plan Review and Inspection Fees. District will determine an inspection fee deposit amount, which Developer is required to provide District prior to commencement of construction. Any unused portion of deposit remaining upon completion and acceptance of Project facilities will be reimbursed to Developer. Developer hereby acknowledges that final District costs are dependent on factors outside District's control, including the construction contractor's schedule and efficiency of operations.

- D. Bonds. Before commencing any work, Developer must provide or cause its general contractor to provide performance and payment (labor and material) bonds.
- E. Project Manager. Developer must designate a project manager and provide the name and contact information to District in advance of commencing construction. District's Deputy Director or designee will be the District's contact during the period of construction.

4. Construction

- A. Notice of Commencement. Developer must provide District with a written notice of commencement at least 48 hours before commencing construction on the Project.
- B. Period of Construction. The "Period of Construction" for the Project commences on the date when Developer's contractors first mobilize construction equipment and materials onto the Project Area and ends when Developer provides a notice of substantial completion in accordance with this Agreement.
- C. Contractors. Developer at its sole expense will cause the Project to be constructed by a contractor(s) licensed by the State of California to perform the work required, in this case a Class A General Engineering Contractor License and Professional Land Surveyor License. The Developer, through its contractor(s);, diligently perform the work in a good and workmanlike manner, in full compliance with local, state and federal laws, regulations, ordinances, permits, licenses, entitlements and guidelines (including District's) pertaining thereto, including those relating to the health and safety of workers on the Project . Developer to provide a California licensed land surveyor for construction staking and other necessary functions as needed and directed by the District. Developer to provide a construction material testing and geotechnical consultant as needed and as directed by the District, and to make the use and work products of these professionals available to the District during construction.
- D. Compliance with Approved Plans. Developer at its sole expense must cause all Project facilities to be built and installed in full compliance with the final plans and specifications as approved by District. Any changes in the plans or specifications requires advance approval from District's Deputy Director or designee. In such case, Developer, at its sole expense, must furnish District with a revision of plans showing such modification.

- E. Inspections. All work by contractor(s) may be inspected by District at Developer's cost. All work must be visually observable and uncovered until the work is approved by District. Developer, at its sole expense, will cause its contractor(s) to promptly remove, replace, correct or modify any work identified by District or any other agency with jurisdiction to be out of compliance with applicable requirements or with approved Project plans and specifications. Developer will pay District for District's actual costs for inspection of any work requiring observation or oversight, including consulting fees and staff time.
- F. Notice of Completion. Developer will provide District with a notice of substantial completion of the Project, and District will complete its final inspection of the Project within 10 business days of receiving such notice. If District finds any portion of the work out of compliance with approved plans and specifications, District will provide written notice of defects to Developer, and Developer must correct the defects immediately. District is under no obligation to accept County's offer to dedicate the Project facilities unless District confirms that the Project Facilities are constructed in accordance with the approved plans and specifications, as they may be modified pursuant to this Agreement. Should District fail to conduct a final inspection within 10 business days after actually receiving notice of substantial completion, District's right to final inspection is waived.
- G. Final Cost Accounting. Developer will provide the actual cost of the Project to the District for Government Accounting Standards Board purposes at the end of construction.

5. Dedication and Acceptance

- A. As-Built Plans. After District's satisfactory final inspection, if any, and a notice of completion is recorded, Developer at its sole expense will provide District with one original mylar, two print copies and one electronic copy of final "as built" plans for the Project facilities.
- B. Offer to Dedicate. Developer at its sole expense will prepare and deliver to District, in forms acceptable to District, instruments that offer to dedicate and convey to District the whole of the Project facilities, together with all easements and rights of way as may be necessary to ensure access to and maintenance of the Project facilities.
- C. Liens and Releases. Before District's consideration to accept the offer to dedicate, Developer must ensure that the Project facilities and easements, if any, to be dedicated and transferred to District are free and clear of any and all liens and encumbrances.

- D. Guarantees, Repair and Replacement. In its offer to dedicate, Developer must represent, warrant and guarantee that the materials and the workmanship used in the construction of the Project facilities are good and workmanlike and otherwise fully meet the requirements of this Agreement. Developer must obtain from each of its contractors a warranty against defects for a one year period after the Notice of Completion is filed. Should a defect in the materials or workmanship become evident within one year, Developer shall require its contractors to remedy the defect pursuant to such warranties.
- E. Acceptance of Offer to Dedicate. If the Flood Control Facilities are completed in accordance with approved plans and specifications, as they may be modified pursuant to this Agreement, and provided that Developer complied with all its material obligations to District, District will accept Developer's offer to dedicate the Project facilities for public use. Upon District's acceptance of Developer's offer to dedicate, the Project facilities become District's property.

6. Indemnification and Transfer of Risk

- A. The Developer shall defend, indemnify and hold harmless the District its agents or officers and employees from any claim, action or proceeding against the District or its agents, officers or employees, to attack, set aside, void, or annul, in whole or in part, the District's approval of this Agreement.
- B. Developer shall hold District free of and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of any act or omission of Developer, including its failure to comply with or perform its obligations under this Agreement. In the event District shall be made a party to any suit or other legal proceeding in connection with Developer's activities, other than a suit or proceeding resulting from the negligent or intentional act of District, its agents or employees, Developer shall, at District's request, defend and indemnify District therefrom.
- C. Developer has obtained an informal determination from the Department of Industrial Relations that the construction and dedication of the Project is not subject to prevailing wage requirements under the California Labor Code. Developer agrees and understands that its violation of any Labor Code provision regarding payment of prevailing wages can result in fines or damages being levied against District. Developer specifically agrees that the indemnification and defense obligations set forth in this Section include District's payment of any fines, penalties, or damages that might arise out of this Agreement or the public works contract administering construction of the Project related to Labor Code requirements.

7. Miscellaneous Provisions

- A. Relationship of Parties. Nothing in this Agreement may be construed to make District a partner or joint venturer with Developer; or render District liable for the debts or obligations of Developer or render Developer liable for the debts or obligations of District.
- B. Notices. Unless otherwise provided, all notices herein required must be in writing and delivered in person or sent by expedited mail service or certified mail, postage prepaid. Notices required to be given to District will be addressed as follows:

Matthew Griffin, PE
Engineering Manager
Santa Barbara County Flood Control & Water Conservation District
130 E. Victoria St., STE 200
Santa Barbara, CA 93101

Notices required to be given to the Developer will be addressed as follows:

Chris Jones, Vice President
LOS ALAMOS 59, LP
By: MHP Builders, Inc., It's General Partner
1885 California Street
Corona, CA 92881

Notices are deemed delivered three days after mailing in accordance with the provisions of this section. Any party may change such address by notice in writing to the other party and, thereafter notices will be addressed and transmitted to the new address.

- C. Binding Effect. The rights and the obligations set forth herein binds and inures to the benefit of all heirs, successors and assigns of the Parties.
- D. Headings. The headings provided in this Agreement are for convenience only and are not intended to augment or interpret the legally binding provisions.
- E. Severability. If any provision of this Agreement, or portion of it, or the application of it, to any person or circumstance, is to any extent held invalid, inoperative or unenforceable, the remainder of this Agreement will not be affected. It will not be deemed that any such invalid provision affects the consideration for this Agreement. Each provision of this

Agreement is valid and enforceable to the fullest extent permitted by law.

- F. Interpretation and Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of California. Any litigation arising out of this Agreement must be filed and heard in the County of Santa Barbara. This Agreement was negotiated at arm's length, and the parties had ample opportunity to review its contents with legal counsel. Therefore, the rule of construction which provides that ambiguities in an agreement are construed against the drafter of the document have no application in the interpretation of this Agreement.
- G. Integration; Amendment. There are no other agreements, understandings, representations or warranties by or among the parties with respect to the subject matter of this Agreement except as expressly set forth in this Agreement. This Agreement may be amended or modified only by a writing executed by each party to this Agreement.
- H. Further Assurances. Each party agrees to execute, acknowledge and deliver such other and further documents as may be necessary or appropriate to carry out the purposes and intent of this Agreement.
- I. Assignment. This Agreement may not be assigned or otherwise transferred by Developer without District's prior written consent, which District in its sole discretion and without penalty may withhold.
- J. Warranty of Authority. Each party represents and warrants to each other party that the person executing this Agreement on its behalf has full authority and power to execute and enter into this Agreement for that respective party. Upon execution by all parties, this Agreement becomes binding and enforceable according to its terms.
- K. Counterparts. This Agreement may be executed in two or more counterparts, each of which constitutes an original and all of which taken together constitutes one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

By: Sheila LaGuerra
Deputy Clerk

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT:**

By: Das Williams
Das Williams, Chair, Board of
Directors
Date: 2-28-23

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director

By: DocuSigned by:
[Signature]
2E7CB180065741F...
Department Head

DEVELOPER:

LOS ALAMOS 59, LP
By: MHP Builders, Inc., It's General
Partner

By: DocuSigned by:
Chris Jones
D8DF583AF08C4D4...
Authorized Representative
Name: Chris Jones
Title: Vice President

APPROVED AS TO FORM:

Rachel Van Mullen
County Counsel

By: DocuSigned by:
[Signature]
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Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by:
[Signature]
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Deputy

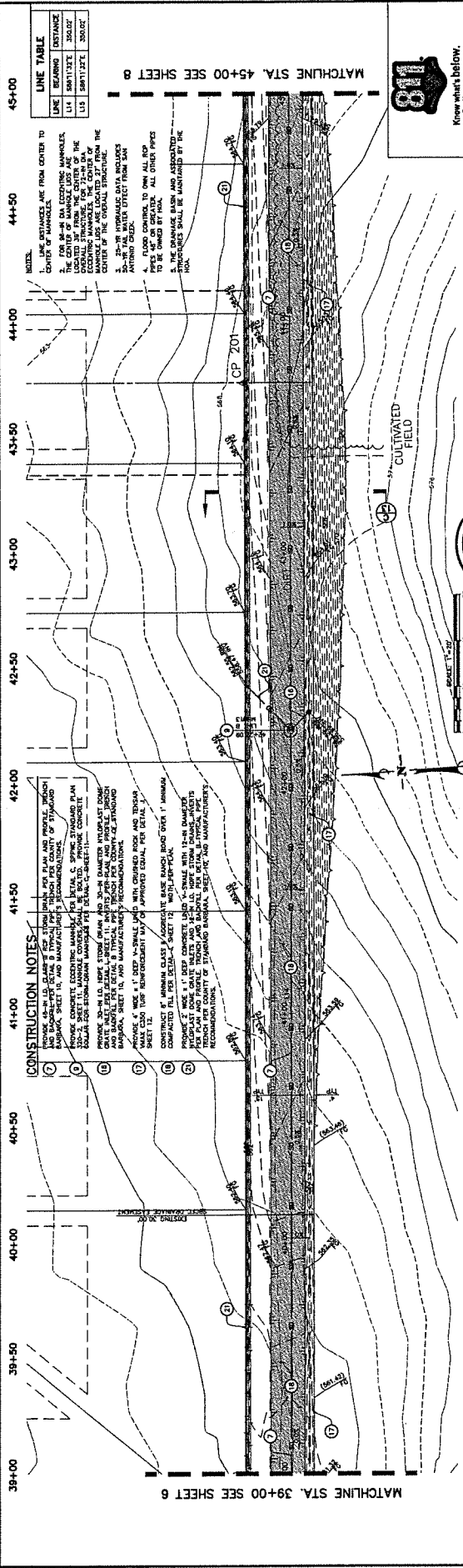
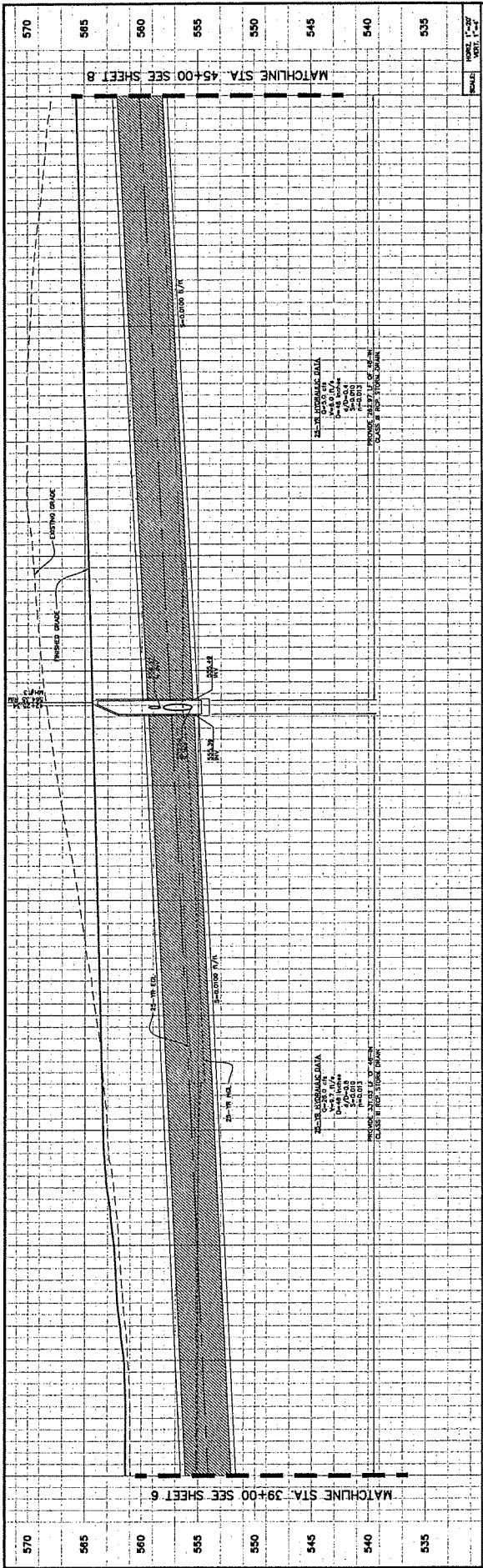
APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: DocuSigned by:
Greg Milligan
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Greg Milligan, Risk Management

EXHIBIT A

Legacy Estates Tract 14,608 Offsite Storm Drain Improvements Sheets 1-13 dated
November 24, 2015



LINE TABLE

LINE	BEARING	DISTANCE
1	S 88° 15' 00" E	300.00
2	S 88° 15' 00" E	300.00
3	S 88° 15' 00" E	300.00

- NOTES:**
1. ALL DISTANCES ARE FROM CENTER TO CENTER OF MANHOLES.
 2. FOR 18" DIA. EXISTING MANHOLES, THE CENTER OF THE NEW MANHOLE SHALL BE LOCATED 3" FROM THE CENTER OF THE EXISTING MANHOLE. THE CENTER OF THE NEW MANHOLE SHALL BE MAINTAINED BY THE CENTER OF THE ORIGINAL STRUCTURE.
 3. 24" DIA. HYDRAULIC DATA INCLUDES:
 - A. FLOOD CONTROL TO OWN ALL ROP
 - B. FLOOD CONTROL TO OWN ALL ROP
 - C. FLOOD CONTROL TO OWN ALL ROP
 - D. FLOOD CONTROL TO OWN ALL ROP
 4. THE DRAINAGE BASIN AND ASSOCIATED STRUCTURES SHALL BE MAINTAINED BY THE OWNER.

CONSTRUCTION NOTES:

1. PROVIDE CONCRETE, INCLUDING MANHOLES, PER DETAIL C, SPREAD 3" ABOVE PLAN AND 1" BELOW PLAN. PROVIDE 1" TYPICAL REINFORCEMENT PER DETAIL D.
2. PROVIDE 1" TYPICAL REINFORCEMENT PER DETAIL D.
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Stantec

BRUNNEN M. DANIELS DATE: 12-11-15
PROJECT NUMBER: 15-00000000
SCALE: AS SHOWN

COUNTY OF SANTA BARBARA
REVIEWED BY: [Signature]
DATE: 12-11-15

Stantec

BRUNNEN M. DANIELS DATE: 12-11-15
PROJECT NUMBER: 15-00000000
SCALE: AS SHOWN

COUNTY OF SANTA BARBARA
REVIEWED BY: [Signature]
DATE: 12-11-15

Stantec

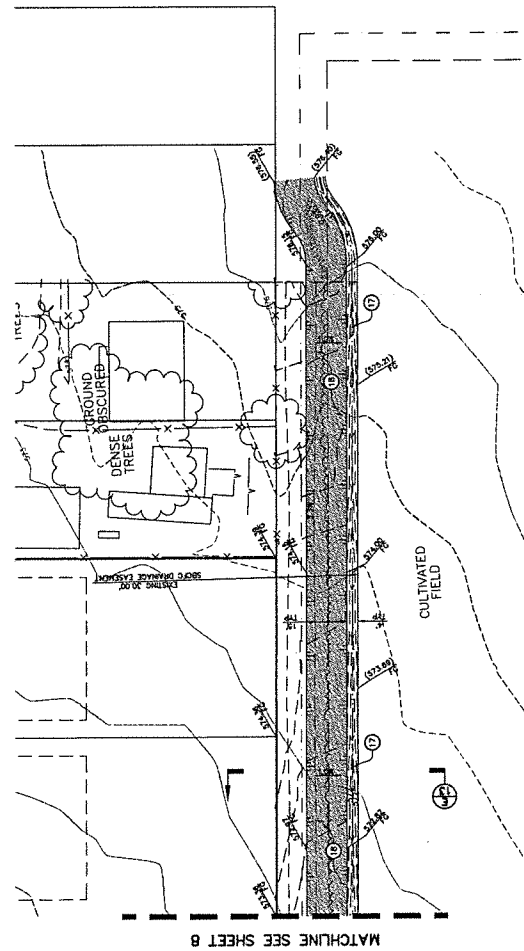
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COUNTY OF SANTA BARBARA
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PROJECT NUMBER: 15-00000000
SCALE: AS SHOWN

COUNTY OF SANTA BARBARA
REVIEWED BY: [Signature]
DATE: 12-11-15



CONSTRUCTION NOTES

- (1) PROVIDE A MIN. 1" GGG, 1/2" DIA. X-SHAPE IRON WITH CORRODED ROCK AND TONGUE AND GROOVE JOINTS FOR REINFORCEMENT MAT OR APPROVED EQUAL, PER DETAIL 4.
- (2) CONSTRUCT 1" ASPHALT CLASS II APPROPRIATE BASE RATCH ROAD OVER 1" MINIMUM COMPACTED FILL PER DETAIL 3, SHEET 1E. WIDTH PER PLAN.

811
 Know what's below. Call before you dig.
 1-800-4-A-DAWN
 1-800-426-2929



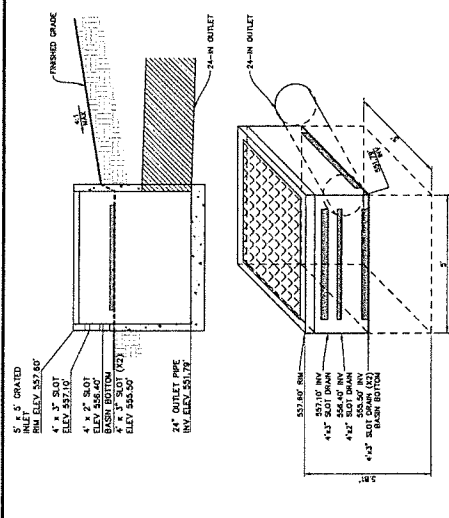
COUNTY OF SANTA BARBARA
 REVIEWED BY: _____
 SIGNATURE: _____
 DATE: _____

Stantec
 3401 La Grana Street, Suite 200, Santa Barbara, CA 93103
 TEL: 805.964.8800 FAX: 805.964.8801
 WWW.STANTEC.COM

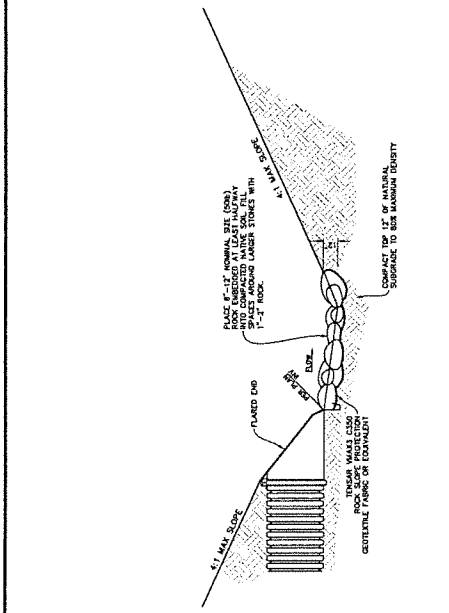
NO.	DATE	REVISIONS

COUNTY OF SANTA BARBARA FLOOD CONTROL
 REVIEWED BY: _____
 SIGNATURE: _____
 DATE: 12-24-15

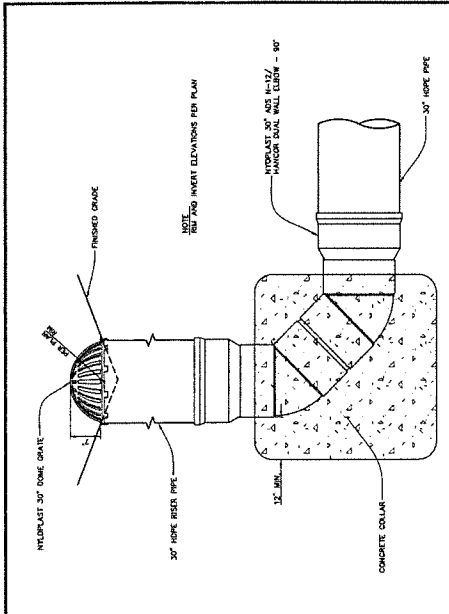
PROJECT NO. 15-0001
 SHEET NO. 8 OF 13
 PROJECT NAME: GRADING AND DRAINAGE, 8 OF 8 OFFSITE STORM DRAIN IMPROVEMENTS, LEGACY ESTATES TRACT NO. 14,508, LOS ALAMOS, COUNTY OF SANTA BARBARA, CALIFORNIA
 DATE: NOVEMBER 24, 2015



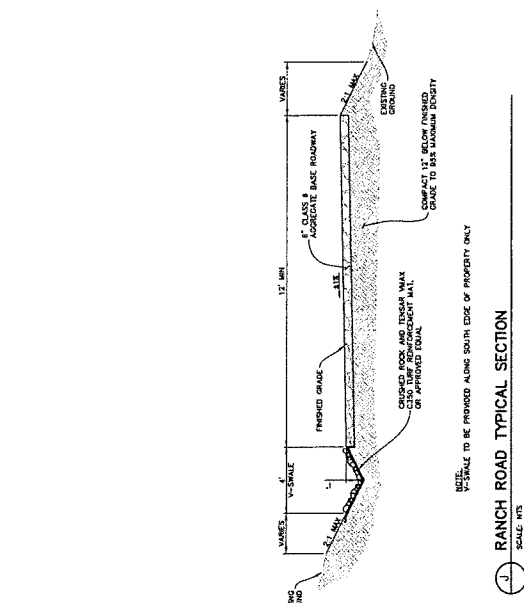
C. 60"x60" SQUARE RISER OUTLET DETAIL
 SCALE: 1/8" = 1'-0"



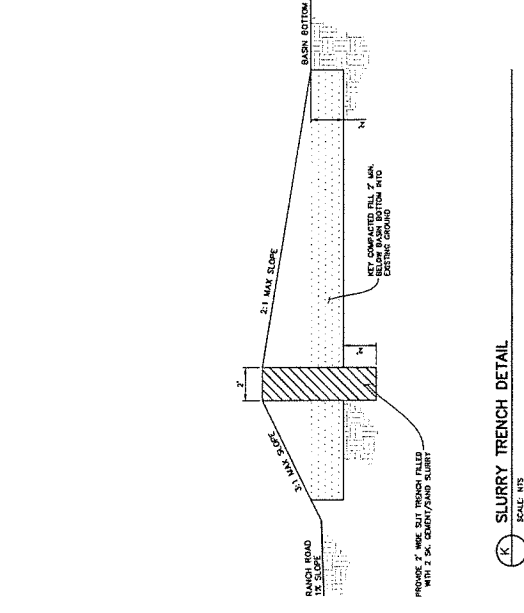
H. HDPE FLARED END DETAIL
 SCALE: 1/8" = 1'-0"



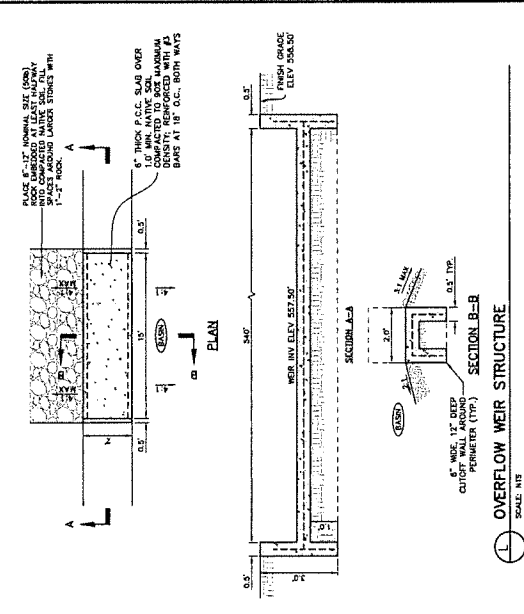
I. 30-IN HDPE RISER INLET DETAIL
 SCALE: 1/8" = 1'-0"



J. RANCH ROAD TYPICAL SECTION
 SCALE: 1/8" = 1'-0"



K. SLURRY TRENCH DETAIL
 SCALE: 1/8" = 1'-0"

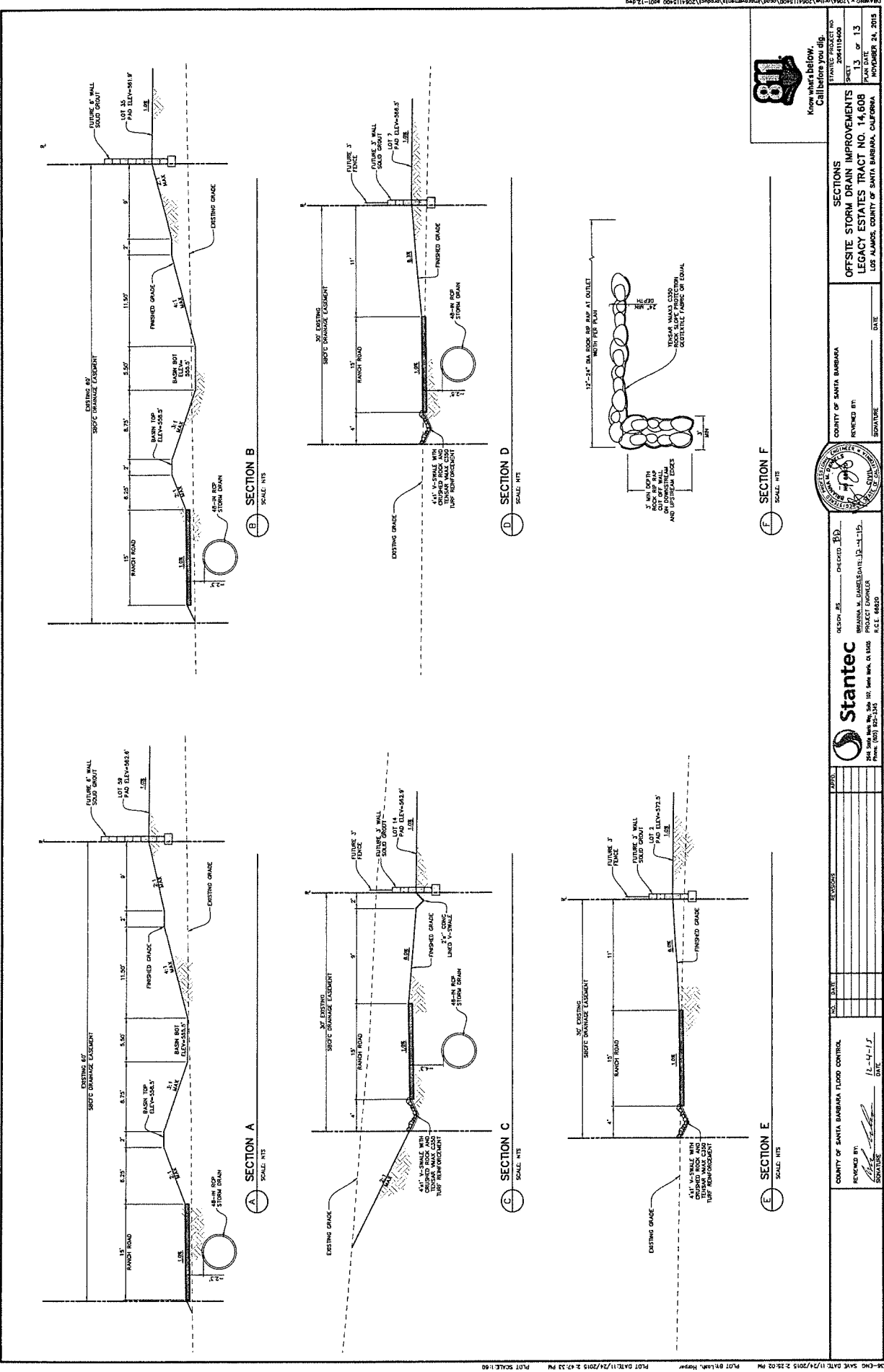


L. OVERFLOW WEIR STRUCTURE
 SCALE: 1/8" = 1'-0"

811
 Know what's below. Call before you dig.
 COUNTY OF SANTA BARBARA
 DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 DESIGN DATE: 11/24/2015
 DRAWN DATE: 11/24/2015
 SCALE: 1/8" = 1'-0"

PROJECT: LEGACY ESTATES TRACT NO. 14,608
 LOCATION: LOS ALAMOS, COUNTY OF SANTA BARBARA, CALIFORNIA
 SHEET NO. 12 OF 13
 DATE: NOVEMBER 24, 2015

STANTEC
 300 N. ZEEB RD., SUITE 105, SANTA ANA, CA 92705
 PHONE: (949) 937-3334



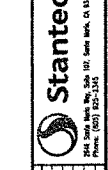
81
Know what's below
Call before you dig.
STANDARD PROJECT NO. 2014110400
SHEET 13 OF 13
PLAN DATE NOVEMBER 24, 2013

SECTIONS
OFFSITE STORM DRAIN IMPROVEMENTS
LEGACY ESTATES TRACT NO. 14,608
LOS ALAMOS, COUNTY OF SANTA BARBARA, CALIFORNIA

COUNTY OF SANTA BARBARA
REVIEWED BY: _____ DATE: _____
SIGNATURE: _____



DESIGNED BY: _____ CHECKED BY: _____
PROJECT ENGINEER: _____
DATE: 12-11-13
E.C.L. 84820



REVISIONS

NO.	DATE	DESCRIPTION

COUNTY OF SANTA BARBARA FLOOD CONTROL
REVIEWED BY: _____ DATE: 12-11-13
SIGNATURE: _____

DATE: 12-11-13

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