



DUE TO THE COVID-19 STATE OF EMERGENCY AND PURSUANT TO WAIVERS TO CERTAIN BROWN ACT PROVISIONS UNDER THE GOVERNOR'S EXECUTIVE ORDERS, THIS MEETING IS BEING CONDUCTED VIA TELECONFERENCE AND THERE WILL BE NO PHYSICAL LOCATION FROM WHICH MEMBERS OF THE PUBLIC MAY PARTICIPATE.

MEMBERS OF THE PUBLIC ARE ENCOURAGED TO PARTICIPATE IN THE SPECIAL BOARD MEETING OPEN SESSION BY GOING TO <https://us02web.zoom.us/j/89443662894> OR BY CALLING 1-669-900-6833 or 1-346-248-7799 or 1-253-215-8782 or 1-301-715-8592 or 1-312-626- 6799 or 1-929-205-6099 (WEBINAR/MEETING ID: 894 4366 2894).

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE BOARD UNDER PUBLIC COMMENT OR ON A SPECIFIC AGENDA ITEM MAY SUBMIT WRITTEN COMMENTS TO OUR BOARD SECRETARY BY EMAIL AT DWASHBURN@RAINBOWMWD.COM OR BY MAIL TO 3707 OLD HIGHWAY 395, FALLBROOK, CA 92028. ALL PUBLIC COMMENTS RECEIVED AT LEAST ONE HOUR IN ADVANCE OF THE MEETING WILL BE READ TO THE BOARD DURING THE APPROPRIATE PORTION OF THE MEETING. THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

SPECIAL BOARD MEETING

Monday, March 8, 2021

Open Session 1:30 p.m.

THE PURPOSE OF THE REGULAR BOARD MEETING IS TO DISCUSS THE ATTACHED AGENDA

District Office	3707 Old Highway 395	Fallbrook, CA 92028
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Board Agenda Policies

Board of Directors Meeting Schedule Regular Board meetings are normally scheduled for the 4th Tuesday of the month with Open Session discussions starting time certain at 1:00 p.m.

Breaks It is the intent of the Board to take a ten minute break every hour and one-half during the meeting.

Public Input on Specific Agenda Items Any person of the public desiring to speak shall fill out a "Speaker's Slip", encouraging them to state their name, though not mandatory. Such person shall be allowed to speak during public comment time and has the option of speaking once on any agenda item when it is being discussed. Speaking time shall generally be limited to three minutes, unless a longer period is permitted by the Board President.

Agenda Posting and Materials Agendas for all regular Board of Directors' meetings are posted at least seventy-two hours prior to the meeting on bulletin boards outside the entrance gate and the main entrance door of the District, 3707 Old Highway 395, Fallbrook, California 92028. The agendas and all background material may also be inspected at the District Office.

You may also visit us at www.rainbowmwd.com.

Time Certain Agenda items identified as "time certain" indicate the item will not be heard prior to the time indicated.

Board meetings will be audio and video recorded with copies available upon request. Requests for audio recordings will be fulfilled once draft minutes for such meeting have been prepared. There are no costs associated with obtaining copies of audio and video recordings; however, these recordings will only be retained according to the policies provided in the District's Administrative Code. Copies of public records are available as a service to the public; a charge of \$.10 per page up to 99 pages will be collected and \$.14 per page for 100 pages or more.

If you have special needs because of a disability which makes it difficult for you to participate in the meeting or you require assistance or auxiliary aids to participate in the meeting, please contact the District Secretary, (760) 728-1178, by at least noon on the Friday preceding the meeting. The District will attempt to make arrangements to accommodate your disability.

(*) - Asterisk indicates a report is attached.

Notice is hereby given that the Rainbow Municipal Water District Board of Directors will hold a Special Board Meeting at 1:30 p.m. on Monday, March 8, 2021 at the District Office located at 3707 Old Hwy 395, Fallbrook, CA 92028. At any time during the session, the Board of Directors Meeting may adjourn to Closed Session to consider litigation or to discuss with legal counsel matters within the attorney client privilege.

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL: Gasca____ Hamilton____ Mack____ Moss____ Rindfleisch____**
4. **INSTRUCTIONS TO ALLOW PUBLIC COMMENT ON AGENDA ITEMS FROM THOSE ATTENDING THIS MEETING VIA TELECONFERENCE OR VIDEO CONFERENCE**

CHAIR TO READ ALOUD - *"If at any point, anyone would like to ask a question or make a comment and have joined this meeting with their computer, they can click on the "Raise Hand" button located at the bottom of the screen. We will be alerted that they would like to speak. When called upon, please unmute the microphone and ask the question or make comments in no more than three minutes.*

*Those who have joined by dialing a number on their telephone, will need to press *6 to unmute themselves and then *9 to alert us that they would like to speak.*

A slight pause will also be offered at the conclusion of each agenda item discussion to allow public members an opportunity to make comments or ask questions."

5. **PUBLIC COMMENT RELATING TO ITEMS ON THE AGENDA**
6. **ADDITIONS/DELETIONS/AMENDMENTS TO THE AGENDA (Government Code §54954.2)**

BOARD ACTION ITEMS

- *7. **DISCUSSION AND POSSIBLE ACTION TO APPROVE AND EXECUTE JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION COUNTY OF SAN DIEGO TRACT NO. 5354-2 (VTM5354R, PDS2019-LDMJIP-50067, PA-5A) FOR CITRO FORMERLY MEADOWOOD PLANNING AREA 5A**
(This agreement provides for the construction of facilities for the Citro development, planning area 5A, formerly Meadowood, that will be owned by San Diego County and Rainbow Municipal Water District and built by Tri Pointe Homes. In order to construct the subdivision, an agreement must be signed by the affected parties/agencies and the developer.)
- *8. **DISCUSSION AND POSSIBLE ACTION TO APPROVE AND EXECUTE JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION COUNTY OF SAN DIEGO TRACT NO. 5354-2 (VTM5354R, PDS2019-LDMJIP-50069, PA-5B) FOR CITRO FORMERLY MEADOWOOD PLANNING AREA 5B**
(This agreement provides for the construction of facilities for the Citro development, planning area 5B, formerly Meadowood, that will be owned by San Diego County and Rainbow Municipal Water District and built by Tri Pointe Homes. In order to construct the subdivision, an agreement must be signed by the affected parties/agencies and the developer.)
9. **AUTHORIZATION TO ATTEND UPCOMING MEETINGS / CONFERENCES / SEMINARS**
10. **LIST OF SUGGESTED AGENDA ITEMS FOR THE NEXT REGULAR BOARD MEETING**

(*) - Asterisk indicates a report is attached.

11. ADJOURNMENT - To Tuesday, March 23, 2021 at 1:00 p.m.

Pam Moss

Pam Moss
Secretary of the Board

3-4-21 @ 12:00 p.m.

Date and Time of Posting
Outside Display Cases

(*) - Asterisk indicates a report is attached.



BOARD ACTION

BOARD OF DIRECTORS

March 8, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE AND EXECUTE JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION COUNTY OF SAN DIEGO TRACT NO. 5354-2 (VTM5354R, PDS2019-LDMJIP-50067, PA-5A) FOR CITRO FORMERLY MEADOWOOD PLANNING AREA 5A

BACKGROUND

The Citro development, formerly Meadowood, on the border of the Rainbow Municipal Water District (“District”) boundaries has been in process for several years. The development consists, generally, of 844 residences, that include some high-density homes. In April 2020, the Board of Directors approved an Agreement for Out of Agency Service and an Annexation Agreement to provide water and wastewater service to the Meadowood development.

The Residential development is located immediately East of Horse Ranch Creek Road, East of I-15 and north of SR-76. Improvement Plans for most of the planning areas, including Planning Area 5A, have been approved by the District.

Tri Pointe Homes IE-SD, Inc., formerly known as Pardee Homes, agreed to construct public improvements to serve the development per the “Joint Agreement to Improve Major Subdivision County of San Diego Tract 5354-2 (VTM5354R, PDS2019-LDMJIP-50067, PA-5A).” (See “Exhibit 1”)

DESCRIPTION

The owners of the development must sign agreements with the relevant public agencies having jurisdiction over the project, including Rainbow Municipal Water District. As part of the project, the developer (Tri Pointe Homes) will be constructing significant water and sewer infrastructure and paying capacity fees.

In order to construct a subdivision in San Diego County, an agreement must be signed by the affected parties/agencies and the developer. Execution of this agreement falls under the purview of the Board of Directors.

This agreement was presented to District staff after the agenda for the February 2021 meeting was already sent out. The timing of this agreement is critical to the overall progress of the development. In addition, based on the Out of Agency Service Agreement approved by the Board in April 2020, Rainbow MWD is now the water retailer for the development, replacing Valley Center MWD. This action is needed to formalize the standard County agreements for this type of development. Any delay could add a month to the final step necessary to complete the regulatory approvals of the project.

This is a standard agreement that follows the County’s joint template agreement for public works to be owned by the County and District and built by the developer.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. Construction of this project will add new customers to the District, ensuring long-term viability. The development will also help system looping within the distribution system, which aids in flexibility in operations and overall system water quality.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a "project" as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

There is no additional direct Fiscal Impact to this action. Board options include:

Option 1:


- Approve the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5354-2 (VTM5354R, PDS2019-LDMJIP-50067, PA-5A).
- Authorize the General Manager, Engineering and CIP Program Manager, and General Counsel to make appropriate adjustments to certain details contained in the agreement and then execute the agreement once adjustments, if any, are completed.
- Make a determination that the action before the Board does not constitute a "project" as defined by CEQA.

Option 2:

- Provide other direction to District staff.

STAFF RECOMMENDATION

Staff Recommends Option 1.



Chad Williams
Engineering and CIP Program Manager

03/08/2021

**JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5354-2
(VTM5354R, PDS2019-LDMJIP-50067, PA-5A)
(Single District)**

This Joint Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, between the County of San Diego, State of California ("County"), the Rainbow Municipal Water District ("District") and TRI POINTE HOMES IE-SD, INC. (FORMERLY KNOWN AS PARDEE HOMES), A CALIFORNIA CORPORATION ("Owner"),

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5354-2, ("Final Map") for the Board's approval and for recording; and

WHEREAS, pursuant to Section 66462 of the Subdivision Map Act and Section 81.407 of the San Diego County Code, the Board requires Owner to make or agree to make certain subdivision improvements; **NOW, THEREFORE**,

FIRST: IMPROVEMENTS. Owner agrees at its own cost and expense to furnish all the labor, equipment and material to perform and complete, and within 730 days from the date of the approval of the Final Map by the Board to perform and complete, in a good, workmanlike manner, according to the plans and specifications referred to below, the following improvements:

1. The improvements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference, together with the improvements specifically designated by the plans and specifications to be improved.

2. The improvement of the sewer and/or water facilities ("Facilities") as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference. These improvements shall be constructed subject to the following additional terms and conditions:

(a) Owner shall convey to District easements covering the property in which the Facilities are located, in all instances where the Facilities are not located in a dedicated street. Owner's engineer shall provide a legal description and an 8½" X 14" plat of easement for approval by District. The plat shall be a reproducible transparency with the appropriate District's title block and fully locate and describe the easement. The

standard easement processing fee and costs of a policy of title insurance insuring title to the easement in the District shall be paid by Owner.

(b) Owner shall pay District separately on demand the full amount of costs incurred by the District in connection with the work, including plan checking, inspection, materials furnished, and all other expenses of each District directly attributable to the work, plus a reasonable amount for overhead in connection therewith. Owner shall deposit with the District concurrently with the execution of this Agreement the following sums being the estimated amounts of each District's expenses: District - \$ N/A. Should the expenses incurred by District exceed said deposit, Owner shall pay the amount of such excess to the District on demand. Should the District's expenses be less than the amount deposited, the difference shall be refunded upon completion of the work and its acceptance by the District.

(c) Owner shall obtain at its expense, all necessary permits required by County, State or other public agency in connection with the construction of the Facilities.

(d) The Facilities shall be operated by the District to whom they are dedicated in accordance with the rules and regulation of that District. Service connection fees and meter costs are not included in the estimated cost of facilities set forth in the Second Paragraph, but shall be an additional sum paid by Owner in accordance with the District's rate schedule as it from time to time exists.

3. The setting by a licensed surveyor or engineer of all monuments and stakes not installed on the date of recording of the Final Map, and the setting of all previously installed monuments and stakes that were removed, altered or destroyed prior to completion of the improvements and their acceptance by the Board and District, within 30 days of acceptance. Owner hereby further agrees to pay the engineer or surveyor for setting the monuments, and to secure the obligation to pay the engineer or surveyor by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security", subject to the following:

(a) Notice of Setting. Pursuant to Section 66497 of the Subdivision Map Act, within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to Owner and County's Director of Public Works ("Director") that final monuments have been set.

(b) Payment of Engineer. Upon payment to the engineer or surveyor for setting the final monuments, Owner shall present to Director evidence of such payment and receipt thereof by the engineer or surveyor. In this event, Owner's security obligations conditioned on payment to the

engineer or surveyor, as required by this Paragraph, shall terminate. Where a cash deposit is given by Owner as security for faithful performance, the Clerk of the Board of County may pay the engineer or surveyor for setting the final monuments from the cash deposit if so directed by Director upon the request of Owner.

(c) Nonpayment. If Owner does not present evidence to Director that he has paid the engineer or surveyor for setting the final monuments, and if the engineer or surveyor notifies Director that he has not been paid by Owner for setting the final monuments, County may, within three months from the date of said notification, pay the engineer or surveyor the amount due from any deposit.

(d) Death or Disability of Engineer. Pursuant to Section 66498 of the Subdivision Map Act, in the event of death, disability or retirement from practice of the engineer or surveyor charged with the responsibility for setting monuments, or in the event of his or her refusal to set such monuments, County may direct Director, or such engineer or surveyor as it may select, to set the monuments. If the original engineer or surveyor is replaced by another, the former may, by letter to Director, release his or her right to set the final monuments to the substitute surveyor or engineer. When the monuments are so set, the substitute engineer shall amend any Final Map in accordance with the correction and amendment provisions of Sections 66469 through 66472 of the Subdivision Map Act. All provisions of this Agreement relating to payment shall apply to the service performed by the substitute engineer or surveyor.

4. (___) If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 2 and incorporated into this Agreement by reference, is subject to the following:

(a) The tops of all slopes shall be diked to prevent water from flowing over the edge of the slope.

(b) All driveways shall be paved not later than October 1, where their slopes exceed two percent (2%).

(c) As soon as grading is completed, but not later than October 1, the entire area not to be paved immediately will be treated with two to four tons per acre straw mulch, 50 lbs. per acre annual rye grass seed or equivalent as determined by the Director at the time of planting, and 100 lbs. per acre actual nitrogen and phosphate (ammonia phosphate 16-20-0). The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute matting shall be installed over the mulch to hold it in place and cutting from small leaf ice plants, or approved

equivalent ground cover, shall be planted with spacing approved by Director prior to October 15.

(d) An irrigation system shall be installed in accordance with County's standard drawings for irrigation systems and approved by Director not later than May 15 following the planting of the slopes.

(e) Sandbags shall be placed in gutters as approved by Director.

(f) Catch basins, stilling basins and storm drain system as approved by Director shall be installed.

(g) Owner shall maintain the plantings and erosion control measures described herein until release from such obligation by Director. Owner shall pick up and replace on the slopes all sand intercepted by the sandbags, catch basins and stilling basins after each runoff-producing rainfall.

(h) For purposes of providing for the performance of emergency erosion control work which Director, in his or her sole discretion, deems necessary, Owner shall deposit with Director, the sum of \$ N/A, which sum is independent of any other improvement security required by the terms of this Agreement.

5. Incomplete Offsite Street and Utility Improvements.

(a) In the event this unit or subsequent units of this project require access across streets that have not been improved and accepted into the public maintained road system, and to the extent additional sewer and water facilities to serve this unit or subsequent units are required, Owner agrees to complete said improvements to the satisfaction of Director and, where appropriate, each District prior to requesting acceptance of the improvements secured under this Agreement.

(b) Owner agrees that its obligation under this Agreement shall continue in the event of a transfer or sale of this unit or subsequent units to a person or persons who are not parties to this Agreement.

SECOND: INSPECTION, ACCEPTANCE AND COST ESTIMATE. Owner agrees that the work and improvements required in the First Paragraph, subparagraph 2, above shall be done subject to inspection by and to the satisfaction of the District to whom the improvements will be dedicated, and the improvements shall not be deemed completed until approved and accepted as completed by the accepting District. Owner agrees that all other work and improvements required in the First Paragraph shall be done subject to inspection by and to satisfaction of Director and the improvements shall not be deemed completed until approved and accepted as completed by the Board.

District and Director shall be allowed to inspect their respective facilities during all stages of the construction. District and Director shall be notified a minimum of forty-eight (48) hours prior to the commencement of construction of their respective facilities. The estimated costs of the work and improvements specified in the First Paragraph are itemized as follows:

Improvements of the Streets and/or Easements	\$ 3,537,300
Improvements of the Sewer Facilities	\$ 887,800
Improvements of the Water Facilities	\$ 1,048,600
Setting of Monuments	\$ 73,500
Erosion Control Work, if any	\$ N/A
Total Estimated Amount	\$ 5,547,200

Owner agrees that its obligation under this Agreement extends to the completion of the designated improvements, and that this obligation is not limited by the amount of these cost estimates. Owner further agrees that these cost estimates are estimates only and are not intended to constitute liquidated damages.

THIRD: PARK LAND AND FEES. () If the preceding blank is checked, dedication of land or payment of fees for park or recreational purposes is required for this project. Section 66477 of the Subdivision Map Act and Section 810.103 of the San Diego County Code required the dedication of land, the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes. Owner hereby agrees to dedicate land and/or pay County the sum of \$N/A in satisfaction of these requirements.

If land is to be dedicated, pursuant to Section 810.107(b) of the San Diego County Code, Owner agrees to offer the land for dedication prior to the approval of the Final Map by the Board.

If fees alone are to be paid, or fees are to be paid in combination with the dedication of land, pursuant to Section 810.107 (a) and (c) of the San Diego County Code, Owner agrees to pay the full amount specified above prior to the issuance of any building permit or prior to the date upon which all subdivision improvements are to be completed, whichever occurs first. Owner further agrees to secure the obligation to pay the amount required by this Paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FOURTH: DRAINAGE FEES. (____) If the preceding blank is checked, drainage fees are required for this project. Government Code Section 66483 and Section 810.208 of the San Diego County Code require the payment of drainage fees. Owner agrees to pay drainage fees to County in the amount of \$N/A in satisfaction of these requirements. Owner agrees to pay the full amount specified prior to approval of the Final Map if a reimbursement agreement exists for the Local Drainage Area. If no reimbursement agreement exists, Owner agrees to pay the fees prior to the earliest of the following:

- (a) the date of issuance of any building permit except building permits for model houses;
- (b) the date all subdivision improvements are completed and accepted by County;
- (c) the date construction commences of any portion of a master planned flood control facility within the Local Drainage Area;
- (d) the date of execution of a reimbursement agreement for facilities constructed within the Local Drainage Area.

Owner further agrees to secure the obligation to pay the amount required by this paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FIFTH: TAX AND ASSESSMENT LIENS. Section 66493 of the Subdivision Map Act requires Owner to post security whenever any part of the subdivision is subject to a lien for taxes or special assessments collected as taxes which are not yet payable. Owner hereby agrees to pay, or causes to be paid, when due, all State, County, municipal and local taxes, and the current installment of principal and interest of all special assessments collected as taxes which at the time the Final Map is recorded are a lien against such subdivision, or any part thereof, but which are not yet payable. Owner further agrees to secure the obligation to pay such taxes and assessment liens by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security", at the time of submitting this Agreement and Final Map for approval by the Board.

In accordance with Section 81.104 of the San Diego County Code, whenever security pursuant to this Paragraph is filed with the Board, the Clerk of the Board, upon written notification by the Tax Collector that the total amount of such taxes or special assessments has been paid in full, may release the security.

In the event that the taxes or special assessments are allowed to become delinquent, pursuant to Section 66494 of the Subdivision Map Act, the Clerk of the

Board shall apply the proceeds of the security required by this Paragraph to the payment of any such taxes or special assessments, including penalties and costs.

SIXTH: OWNER'S LIABILITY FOR DAMAGES. County, District, and their respective officers or employees shall not be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements specified in this Agreement prior to their completion and acceptance. Nor shall County, District, or their respective officers or employees be liable for any person or property injured by reason of the work or improvements. All of the aforesaid liability shall be assumed by Owner. Owner further agrees to protect County, District, and their respective officers and employees from all liability or claim because of, or arising out of, the use of any patent or patented article in conjunction with the construction of the improvements required by this Agreement.

SEVENTH: OWNER'S LIABILITY FOR EXPENSES. County, District, and their officers or employees shall not be liable for any portion of the expense of the work or improvements specified in this Agreement, or for the payment for any labor or materials furnished in connection with such work or improvements.

EIGHTH: OWNER'S DUTY TO PROTECT PUBLIC. At all times from the acceptance by County and Districts of the streets and/or easements offered for dedication in this subdivision up to the completion and acceptance of the improvements by the District and the Board, Owner will give good and adequate warning to the public of each and every dangerous condition existing on the property being improved, and will protect the public from any and all such defective or dangerous conditions. It is understood and agreed that, until completion of all improvements to be performed under this Agreement, those improvements to be located in the streets and/or easements not accepted as improved shall be under the charge of Owner for the purposes of this Agreement, and Owner, upon receipt of a street closure permit issued by Director, may close all or any portion of any specified street whenever it is necessary to protect the traveling public during the construction of improvements required by this Agreement. Owner further agrees to pay for the inspection of streets and/or easements as may be required by Director and District.

NINTH: TYPES OF IMPROVEMENT SECURITY. Pursuant to Sections 66462 and 66499 of the Subdivision Map Act, it is further agreed that Owner shall file a security with the District and the Clerk of the Board at the time of submitting this Agreement and Final Map for approval by the Board. The security shall consist of one of the following types:

1. Bond or bonds by one or more duly authorized corporate sureties;
2. A deposit with the District and the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;

3. An instrument of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the obligations of this Agreement are on deposit and guaranteed for payment; or

4. An irrevocable standby letter of credit from one or more financial institutions subject to regulation by the state or federal government.

TENTH: SECURITY. Security shall be in the following amounts and shall fulfill the following purposes:

1. Security for Faithful Performance. Security shall be provided to ensure the faithful performance of all acts and improvements required by this Agreement in amounts not less than one-hundred percent (100%) of the total estimated costs of the improvements or of the acts to be performed as set forth in the Second Paragraph, more specifically described as follows:

Work and Improvements	\$ 5,547,200
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument
Total Estimated Amount	\$ 5,547,200

(a) Owner's Failure to Perform. In the event Owner fails to complete the acts, improvements, or contractual obligations specified herein within the time and upon the terms and conditions of this Agreement, County or District may jointly or severally and independently pursue any or all of the following remedies:

(1) Cause such portions of the work to be done and take such protective measures as are deemed necessary to complete the work. Accordingly, Owner agrees that County, District, or their agents, employees or representatives may enter upon Owner's property to effect the appropriate work and necessary measures.

(2) Apply the security for faithful performance, or any balance thereof, to the construction or completion of the work or installation of improvements or the satisfying of any contractual obligation remaining pursuant to this Agreement.

(3) Pursue legal remedies in any court of competent jurisdiction for damages not covered by the security or to seek specific performance of the terms and conditions of this Agreement.

(b) Release of Security

(1) Completion of Work and Improvements Specified in the First Paragraph. Pursuant to Section 81.408 of the San Diego County Code, in the event that the work and improvements specified in the First Paragraph are completed within the time and upon the terms and conditions of this Agreement, Owner is entitled to a release of the security in a sum equal to ninety-five percent (95%) of the value of such security originally pledged, less previous payments advanced.

(2) Partial Completion of Work and Improvements Specified in the First Paragraph. Pursuant to Section 66499.7 of Subdivision Map Act and upon the partial performance of the work as it progresses, Owner may be entitled to partial releases of the security for work and improvements specified in the First Paragraph. However, no reduction in such security will be authorized (1) where Director or District determine that more than fifty percent (50%) of the amount of work remains to be completed; (2) where the reduction results in a remaining security of less than 5 percent (5%) of the original security; (3) where there has been twice previously processed partial releases of such security in conjunction with this Agreement.

No reduction in security for the work and improvements specified in the First Paragraph will apply to the required warranty period described below, to the five percent (5%) determined necessary for such warranty, or to costs, fees, and reasonable expenses, including attorney's fees.

(3) Completion of Acts Not Involving Work and Improvements Specified in the First Paragraph. Owner is entitled to a release of one-hundred percent (100%) of the security posted for performance of acts or contractual obligations which do not involve the performance of the work and improvements specified in the First Paragraph upon completion of such acts and/or contractual obligations.

(c) Any release of security related to an improvement or obligation subject to the approval by an agency other than County shall be subject to Section 66499.8 of the Subdivision Map Act.

2. Security for Payment. Good and sufficient security in an amount not less than fifty percent (50%) of the estimated costs specified in the Second Paragraph of the work and improvements required in the First Paragraph, securing payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the contractors or subcontractors for the improvements. This security shall inure to the benefit of any and all person, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this security.

This security for shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 (commencing with Section 8410) of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code and after acceptance of the work by County and District, be reduced to an amount not less than the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to County and District, and if no such claims have been recorded, the security may be released in full.

3. Warranty. A one (1) year warranty of the work and improvements specified in the First Paragraph secured by continuing in effect for a period of one (1) year five percent (5%) of the security for faithful performance for such work and improvements by County and District. Pursuant to this warranty, Owner, at its sole expense, agrees to repair or replace any and all work required under this Agreement that may prove defective in workmanship and/or materials, together with any other work which may be affected by this repair, within a one (1) year period from the date of acceptance of the work and improvements by County and District. Work necessitated, however, by ordinary wear and tear, or unusual abuse or neglect, shall not be included in this warranty.

Director or District shall give Owner notice of the existence of such defects in their respective facilities with reasonable promptness. Owner shall notify Director or District upon completion of such repairs. Should Owner fail to comply with County or District request for repairs within one (1) week of receiving the written notification, County or District is authorized to have the defects repaired and made good at the expense of Owner who hereby agrees to pay the cost for such work immediately upon demand. In an emergency, County or District may repair any defect in their respective facilities without prior notification to Owner. A County or District decision to repair defects in no way relieves Owner of the warranties given in this provision.

ELEVENTH: CHANGES. Upon consent by Owner, County or District may make changes, alterations, or additions to the plans and specifications for the work and improvements of their respective facilities specified in the First Paragraph which do not exceed ten percent (10%) of the original estimated cost of the work and improvements and which Director or District determines to be necessary and desirable for the proper

completion of their respective facilities. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Agreement.

TWELFTH: EXTENSION OF TIME. It is further agreed by and between the parties that in the event it is deemed necessary to extend the time of completion of the work and improvements contemplated under this Agreement, said extension may be granted by the Board or District upon Owner's request, by the Board unilaterally, or by District with the Board's approval, and shall in no way affect the validity of this Agreement or release any security obligations given for the faithful performance of this Agreement.

THIRTEENTH: COSTS OF ENFORCING JUDGMENT. As part of the security given for the faithful performance of this Agreement and in addition to the face amount specified therefor, there shall be included costs and reasonable fees, including reasonable attorney's fees, incurred by County or District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FOURTEENTH: EXERCISE OF RIGHTS BY DISTRICT OR COUNTY. Whenever in this Agreement reference are made to the rights of "County and/or District" or to "County or District" and the exercise of rights, the parties hereto agree that such rights may be exercised by County or District (1), jointly, or (2) severally and individually with County or District acting independently of one another.

FIFTEENTH: GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California. Owner consents to personal jurisdiction in such courts and hereby waives any defense of lack of personal jurisdiction.

WHEREOF the parties have caused this Agreement to be executed the date first above written.

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk, Board of Supervisors

By: _____
SENIOR DEPUTY

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
Printed Name
Printed Title

OWNER

TRI POINTE HOMES IE-SD, INC. (FORMERLY KNOWN AS PARDEE HOMES), A
CALIFORNIA CORPORATION

By: 
Jimmy Ayala, Division President-San Diego

Notes: (1) Signatures must be acknowledged; and,
(2) Appropriate security must be attached.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 2/11/21 before me, Emma Lisa Schmid, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jimmy Ayala, Division President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

BOARD OF DIRECTORS

March 8, 2021

SUBJECT

DISCUSSION AND POSSIBLE ACTION TO APPROVE AND EXECUTE JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION COUNTY OF SAN DIEGO TRACT NO. 5354-2 (VTM5354R, PDS2019-LDMJIP-50069, PA-5B) FOR CITRO FORMERLY MEADOWOOD PLANNING AREA 5B

BACKGROUND

The Citro development, formerly Meadowood, on the border of the Rainbow Municipal Water District ("District") boundaries has been in process for several years. The development consists, generally, of 844 residences, that include some high-density homes. In April 2020, the Board of Directors approved an Agreement for Out of Agency Service and an Annexation Agreement to provide water and wastewater service to the Meadowood development.

The Residential development is located immediately East of Horse Ranch Creek Road, East of I-15 and north of SR-76. Improvement Plans for most of the planning areas, including Planning Area 5B, have been approved by the District.

Tri Pointe Homes IE-SD, Inc., formerly known as Pardee Homes, agreed to construct public improvements to serve the development per the "Joint Agreement to Improve Major Subdivision County of San Diego Tract 5354-2 (VTM5354R, PDS2019-LDMJIP-50069, PA-5B)." (See "Exhibit 1")

DESCRIPTION

The owners of the development must sign agreements with the relevant public agencies having jurisdiction over the project, including Rainbow Municipal Water District. As part of the project, the developer (Tri Pointe Homes) will be constructing significant water and sewer infrastructure and paying capacity fees.

In order to construct a subdivision in San Diego County, an agreement must be signed by the affected parties/agencies and the developer. Execution of this agreement falls under the purview of the Board of Directors.

This agreement was presented to District staff after the agenda for the February 2021 meeting was already sent out. The timing of this agreement is critical to the overall progress of the development. In addition, based on the Out of Agency Service Agreement approved by the Board in April 2020, Rainbow MWD is now the water retailer for the development, replacing Valley Center MWD. This action is needed to formalize the standard County agreements for this type of development. Any delay could add a month to the final step necessary to complete the regulatory approvals of the project.

This is a standard agreement that follows the County's joint template agreement for public works to be owned by the County and District and built by the developer.

POLICY/STRATEGIC PLAN KEY FOCUS AREA

Strategic Focus Area Two: Asset Management. Construction of this project will add new customers to the District, ensuring long-term viability. The development will also help system looping within the distribution system, which aids in flexibility in operations and overall system water quality.

ENVIRONMENTAL

In accordance with CEQA guidelines Section 15378, the action before the Board does not constitute a “project” as defined by CEQA and further environmental review is not required at this time.

BOARD OPTIONS/FISCAL IMPACTS

There is no additional direct Fiscal Impact to this action. Board options include:

Option 1:

- Approve the Joint Agreement to Improve Major Subdivision County of San Diego Tract No. 5354-2 (VTM5354R, PDS2019-LDMJIP-50069, PA-5B).
- Authorize the General Manager, Engineering and CIP Program Manager, and General Counsel to make appropriate adjustments to certain details contained in the agreement and then execute the agreement once adjustments, if any, are completed.
- Make a determination that the action before the Board does not constitute a “project” as defined by CEQA.

Option 2:

- Provide other direction to District staff.

STAFF RECOMMENDATION

Staff Recommends Option 1.



Chad Williams
Engineering and CIP Program Manager

03/08/2021

**JOINT AGREEMENT TO IMPROVE MAJOR SUBDIVISION
COUNTY OF SAN DIEGO
TRACT NO. 5354-2
(VTM5354R, PDS2019-LDMJIP-50069, PA-5B)
(Single District)**

This Joint Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, between the County of San Diego, State of California ("County"), the Rainbow Municipal Water District ("District") and TRI POINTE HOMES IE-SD, INC. (FORMERLY KNOWN AS PARDEE HOMES), A CALIFORNIA CORPORATION ("Owner"),

WITNESSETH:

WHEREAS, in the near future, Owner will file with the Board of Supervisors of the County ("Board") a Final Map of Subdivision of County of San Diego Tract No. 5354-2, ("Final Map") for the Board's approval and for recording; and

WHEREAS, pursuant to Section 66462 of the Subdivision Map Act and Section 81.407 of the San Diego County Code, the Board requires Owner to make or agree to make certain subdivision improvements; **NOW, THEREFORE**,

FIRST: IMPROVEMENTS. Owner agrees at its own cost and expense to furnish all the labor, equipment and material to perform and complete, and within 730 days from the date of the approval of the Final Map by the Board to perform and complete, in a good, workmanlike manner, according to the plans and specifications referred to below, the following improvements:

1. The improvements within the subdivision as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference, together with the improvements specifically designated by the plans and specifications to be improved.

2. The improvement of the sewer and/or water facilities ("Facilities") as shown on the attached plans and specifications as Exhibit 1 and incorporated into this Agreement by reference. These improvements shall be constructed subject to the following additional terms and conditions:

(a) Owner shall convey to District easements covering the property in which the Facilities are located, in all instances where the Facilities are not located in a dedicated street. Owner's engineer shall provide a legal description and an 8½" X 14" plat of easement for approval by District. The plat shall be a reproducible transparency with the appropriate District's title block and fully locate and describe the easement. The

standard easement processing fee and costs of a policy of title insurance insuring title to the easement in the District shall be paid by Owner.

(b) Owner shall pay District separately on demand the full amount of costs incurred by the District in connection with the work, including plan checking, inspection, materials furnished, and all other expenses of each District directly attributable to the work, plus a reasonable amount for overhead in connection therewith. Owner shall deposit with the District concurrently with the execution of this Agreement the following sums being the estimated amounts of each District's expenses: District - \$ N/A. Should the expenses incurred by District exceed said deposit, Owner shall pay the amount of such excess to the District on demand. Should the District's expenses be less than the amount deposited, the difference shall be refunded upon completion of the work and its acceptance by the District.

(c) Owner shall obtain at its expense, all necessary permits required by County, State or other public agency in connection with the construction of the Facilities.

(d) The Facilities shall be operated by the District to whom they are dedicated in accordance with the rules and regulation of that District. Service connection fees and meter costs are not included in the estimated cost of facilities set forth in the Second Paragraph, but shall be an additional sum paid by Owner in accordance with the District's rate schedule as it from time to time exists.

3. The setting by a licensed surveyor or engineer of all monuments and stakes not installed on the date of recording of the Final Map, and the setting of all previously installed monuments and stakes that were removed, altered or destroyed prior to completion of the improvements and their acceptance by the Board and District, within 30 days of acceptance. Owner hereby further agrees to pay the engineer or surveyor for setting the monuments, and to secure the obligation to pay the engineer or surveyor by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security", subject to the following:

(a) Notice of Setting. Pursuant to Section 66497 of the Subdivision Map Act, within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to Owner and County's Director of Public Works ("Director") that final monuments have been set.

(b) Payment of Engineer. Upon payment to the engineer or surveyor for setting the final monuments, Owner shall present to Director evidence of such payment and receipt thereof by the engineer or surveyor. In this event, Owner's security obligations conditioned on payment to the

engineer or surveyor, as required by this Paragraph, shall terminate. Where a cash deposit is given by Owner as security for faithful performance, the Clerk of the Board of County may pay the engineer or surveyor for setting the final monuments from the cash deposit if so directed by Director upon the request of Owner.

(c) Nonpayment. If Owner does not present evidence to Director that he has paid the engineer or surveyor for setting the final monuments, and if the engineer or surveyor notifies Director that he has not been paid by Owner for setting the final monuments, County may, within three months from the date of said notification, pay the engineer or surveyor the amount due from any deposit.

(d) Death or Disability of Engineer. Pursuant to Section 66498 of the Subdivision Map Act, in the event of death, disability or retirement from practice of the engineer or surveyor charged with the responsibility for setting monuments, or in the event of his or her refusal to set such monuments, County may direct Director, or such engineer or surveyor as it may select, to set the monuments. If the original engineer or surveyor is replaced by another, the former may, by letter to Director, release his or her right to set the final monuments to the substitute surveyor or engineer. When the monuments are so set, the substitute engineer shall amend any Final Map in accordance with the correction and amendment provisions of Sections 66469 through 66472 of the Subdivision Map Act. All provisions of this Agreement relating to payment shall apply to the service performed by the substitute engineer or surveyor.

4. (___) If preceding blank is checked, erosion control work as shown on the attached plans and specifications as Exhibit 2 and incorporated into this Agreement by reference, is subject to the following:

(a) The tops of all slopes shall be diked to prevent water from flowing over the edge of the slope.

(b) All driveways shall be paved not later than October 1, where their slopes exceed two percent (2%).

(c) As soon as grading is completed, but not later than October 1, the entire area not to be paved immediately will be treated with two to four tons per acre straw mulch, 50 lbs. per acre annual rye grass seed or equivalent as determined by the Director at the time of planting, and 100 lbs. per acre actual nitrogen and phosphate (ammonia phosphate 16-20-0). The mulch shall be tacked in place with a sheepsfoot roller and lightly irrigated. On cut and fill slopes, jute matting shall be installed over the mulch to hold it in place and cutting from small leaf ice plants, or approved

equivalent ground cover, shall be planted with spacing approved by Director prior to October 15.

(d) An irrigation system shall be installed in accordance with County's standard drawings for irrigation systems and approved by Director not later than May 15 following the planting of the slopes.

(e) Sandbags shall be placed in gutters as approved by Director.

(f) Catch basins, stilling basins and storm drain system as approved by Director shall be installed.

(g) Owner shall maintain the plantings and erosion control measures described herein until release from such obligation by Director. Owner shall pick up and replace on the slopes all sand intercepted by the sandbags, catch basins and stilling basins after each runoff-producing rainfall.

(h) For purposes of providing for the performance of emergency erosion control work which Director, in his or her sole discretion, deems necessary, Owner shall deposit with Director, the sum of \$ N/A, which sum is independent of any other improvement security required by the terms of this Agreement.

5. Incomplete Offsite Street and Utility Improvements.

(a) In the event this unit or subsequent units of this project require access across streets that have not been improved and accepted into the public maintained road system, and to the extent additional sewer and water facilities to serve this unit or subsequent units are required, Owner agrees to complete said improvements to the satisfaction of Director and, where appropriate, each District prior to requesting acceptance of the improvements secured under this Agreement.

(b) Owner agrees that its obligation under this Agreement shall continue in the event of a transfer or sale of this unit or subsequent units to a person or persons who are not parties to this Agreement.

SECOND: INSPECTION, ACCEPTANCE AND COST ESTIMATE. Owner agrees that the work and improvements required in the First Paragraph, subparagraph 2, above shall be done subject to inspection by and to the satisfaction of the District to whom the improvements will be dedicated, and the improvements shall not be deemed completed until approved and accepted as completed by the accepting District. Owner agrees that all other work and improvements required in the First Paragraph shall be done subject to inspection by and to satisfaction of Director and the improvements shall not be deemed completed until approved and accepted as completed by the Board.

District and Director shall be allowed to inspect their respective facilities during all stages of the construction. District and Director shall be notified a minimum of forty-eight (48) hours prior to the commencement of construction of their respective facilities. The estimated costs of the work and improvements specified in the First Paragraph are itemized as follows:

Improvements of the Streets and/or Easements	\$ 3,458,000
Improvements of the Sewer Facilities	\$ 1,258,500
Improvements of the Water Facilities	\$ 1,594,200
Setting of Monuments	\$ 92,500
Erosion Control Work, if any	\$ N/A
Total Estimated Amount	\$ 6,403,200

Owner agrees that its obligation under this Agreement extends to the completion of the designated improvements, and that this obligation is not limited by the amount of these cost estimates. Owner further agrees that these cost estimates are estimates only and are not intended to constitute liquidated damages.

THIRD: PARK LAND AND FEES. () If the preceding blank is checked, dedication of land or payment of fees for park or recreational purposes is required for this project. Section 66477 of the Subdivision Map Act and Section 810.103 of the San Diego County Code required the dedication of land, the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes. Owner hereby agrees to dedicate land and/or pay County the sum of \$N/A in satisfaction of these requirements.

If land is to be dedicated, pursuant to Section 810.107(b) of the San Diego County Code, Owner agrees to offer the land for dedication prior to the approval of the Final Map by the Board.

If fees alone are to be paid, or fees are to be paid in combination with the dedication of land, pursuant to Section 810.107 (a) and (c) of the San Diego County Code, Owner agrees to pay the full amount specified above prior to the issuance of any building permit or prior to the date upon which all subdivision improvements are to be completed, whichever occurs first. Owner further agrees to secure the obligation to pay the amount required by this Paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FOURTH: DRAINAGE FEES. (____) If the preceding blank is checked, drainage fees are required for this project. Government Code Section 66483 and Section 810.208 of the San Diego County Code require the payment of drainage fees. Owner agrees to pay drainage fees to County in the amount of \$N/A in satisfaction of these requirements. Owner agrees to pay the full amount specified prior to approval of the Final Map if a reimbursement agreement exists for the Local Drainage Area. If no reimbursement agreement exists, Owner agrees to pay the fees prior to the earliest of the following:

(a) the date of issuance of any building permit except building permits for model houses;

(b) the date all subdivision improvements are completed and accepted by County;

(c) the date construction commences of any portion of a master planned flood control facility within the Local Drainage Area;

(d) the date of execution of a reimbursement agreement for facilities constructed within the Local Drainage Area.

Owner further agrees to secure the obligation to pay the amount required by this paragraph, by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security" below, at the time of submitting this Agreement and Final Map for approval by the Board.

FIFTH: TAX AND ASSESSMENT LIENS. Section 66493 of the Subdivision Map Act requires Owner to post security whenever any part of the subdivision is subject to a lien for taxes or special assessments collected as taxes which are not yet payable. Owner hereby agrees to pay, or causes to be paid, when due, all State, County, municipal and local taxes, and the current installment of principal and interest of all special assessments collected as taxes which at the time the Final Map is recorded are a lien against such subdivision, or any part thereof, but which are not yet payable. Owner further agrees to secure the obligation to pay such taxes and assessment liens by providing security for faithful performance, as set forth in the section herein entitled "Amounts of Security", at the time of submitting this Agreement and Final Map for approval by the Board.

In accordance with Section 81.104 of the San Diego County Code, whenever security pursuant to this Paragraph is filed with the Board, the Clerk of the Board, upon written notification by the Tax Collector that the total amount of such taxes or special assessments has been paid in full, may release the security.

In the event that the taxes or special assessments are allowed to become delinquent, pursuant to Section 66494 of the Subdivision Map Act, the Clerk of the

Board shall apply the proceeds of the security required by this Paragraph to the payment of any such taxes or special assessments, including penalties and costs.

SIXTH: OWNER'S LIABILITY FOR DAMAGES. County, District, and their respective officers or employees shall not be liable or responsible for any accident, loss or damage happening or occurring to the work or improvements specified in this Agreement prior to their completion and acceptance. Nor shall County, District, or their respective officers or employees be liable for any person or property injured by reason of the work or improvements. All of the aforesaid liability shall be assumed by Owner. Owner further agrees to protect County, District, and their respective officers and employees from all liability or claim because of, or arising out of, the use of any patent or patented article in conjunction with the construction of the improvements required by this Agreement.

SEVENTH: OWNER'S LIABILITY FOR EXPENSES. County, District, and their officers or employees shall not be liable for any portion of the expense of the work or improvements specified in this Agreement, or for the payment for any labor or materials furnished in connection with such work or improvements.

EIGHTH: OWNER'S DUTY TO PROTECT PUBLIC. At all times from the acceptance by County and Districts of the streets and/or easements offered for dedication in this subdivision up to the completion and acceptance of the improvements by the District and the Board, Owner will give good and adequate warning to the public of each and every dangerous condition existing on the property being improved, and will protect the public from any and all such defective or dangerous conditions. It is understood and agreed that, until completion of all improvements to be performed under this Agreement, those improvements to be located in the streets and/or easements not accepted as improved shall be under the charge of Owner for the purposes of this Agreement, and Owner, upon receipt of a street closure permit issued by Director, may close all or any portion of any specified street whenever it is necessary to protect the traveling public during the construction of improvements required by this Agreement. Owner further agrees to pay for the inspection of streets and/or easements as may be required by Director and District.

NINTH: TYPES OF IMPROVEMENT SECURITY. Pursuant to Sections 66462 and 66499 of the Subdivision Map Act, it is further agreed that Owner shall file a security with the District and the Clerk of the Board at the time of submitting this Agreement and Final Map for approval by the Board. The security shall consist of one of the following types:

1. Bond or bonds by one or more duly authorized corporate sureties;
2. A deposit with the District and the Clerk of the Board of money or negotiable bonds of the kind approved for securing deposits of public moneys;

3. An instrument of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the obligations of this Agreement are on deposit and guaranteed for payment; or

4. An irrevocable standby letter of credit from one or more financial institutions subject to regulation by the state or federal government.

TENTH: SECURITY. Security shall be in the following amounts and shall fulfill the following purposes:

1. Security for Faithful Performance. Security shall be provided to ensure the faithful performance of all acts and improvements required by this Agreement in amounts not less than one-hundred percent (100%) of the total estimated costs of the improvements or of the acts to be performed as set forth in the Second Paragraph, more specifically described as follows:

Work and Improvements	\$ 6,403,200
Park Land and/or Dedication Fees	\$ N/A
Drainage Fees	\$ N/A
Tax and Assessment Liens	\$ by separate instrument
Total Estimated Amount	\$ 6,403,200

(a) Owner's Failure to Perform. In the event Owner fails to complete the acts, improvements, or contractual obligations specified herein within the time and upon the terms and conditions of this Agreement, County or District may jointly or severally and independently pursue any or all of the following remedies:

(1) Cause such portions of the work to be done and take such protective measures as are deemed necessary to complete the work. Accordingly, Owner agrees that County, District, or their agents, employees or representatives may enter upon Owner's property to effect the appropriate work and necessary measures.

(2) Apply the security for faithful performance, or any balance thereof, to the construction or completion of the work or installation of improvements or the satisfying of any contractual obligation remaining pursuant to this Agreement.

(3) Pursue legal remedies in any court of competent jurisdiction for damages not covered by the security or to seek specific performance of the terms and conditions of this Agreement.

(b) Release of Security

(1) Completion of Work and Improvements Specified in the First Paragraph. Pursuant to Section 81.408 of the San Diego County Code, in the event that the work and improvements specified in the First Paragraph are completed within the time and upon the terms and conditions of this Agreement, Owner is entitled to a release of the security in a sum equal to ninety-five percent (95%) of the value of such security originally pledged, less previous payments advanced.

(2) Partial Completion of Work and Improvements Specified in the First Paragraph. Pursuant to Section 66499.7 of Subdivision Map Act and upon the partial performance of the work as it progresses, Owner may be entitled to partial releases of the security for work and improvements specified in the First Paragraph. However, no reduction in such security will be authorized (1) where Director or District determine that more than fifty percent (50%) of the amount of work remains to be completed; (2) where the reduction results in a remaining security of less than 5 percent (5%) of the original security; (3) where there has been twice previously processed partial releases of such security in conjunction with this Agreement.

No reduction in security for the work and improvements specified in the First Paragraph will apply to the required warranty period described below, to the five percent (5%) determined necessary for such warranty, or to costs, fees, and reasonable expenses, including attorney's fees.

(3) Completion of Acts Not Involving Work and Improvements Specified in the First Paragraph. Owner is entitled to a release of one-hundred percent (100%) of the security posted for performance of acts or contractual obligations which do not involve the performance of the work and improvements specified in the First Paragraph upon completion of such acts and/or contractual obligations.

(c) Any release of security related to an improvement or obligation subject to the approval by an agency other than County shall be subject to Section 66499.8 of the Subdivision Map Act.

2. Security for Payment. Good and sufficient security in an amount not less than fifty percent (50%) of the estimated costs specified in the Second Paragraph of the work and improvements required in the First Paragraph, securing payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the contractors or subcontractors for the improvements. This security shall inure to the benefit of any and all person, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this security.

This security for shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 (commencing with Section 8410) of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code and after acceptance of the work by County and District, be reduced to an amount not less than the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to County and District, and if no such claims have been recorded, the security may be released in full.

3. Warranty. A one (1) year warranty of the work and improvements specified in the First Paragraph secured by continuing in effect for a period of one (1) year five percent (5%) of the security for faithful performance for such work and improvements by County and District. Pursuant to this warranty, Owner, at its sole expense, agrees to repair or replace any and all work required under this Agreement that may prove defective in workmanship and/or materials, together with any other work which may be affected by this repair, within a one (1) year period from the date of acceptance of the work and improvements by County and District. Work necessitated, however, by ordinary wear and tear, or unusual abuse or neglect, shall not be included in this warranty.

Director or District shall give Owner notice of the existence of such defects in their respective facilities with reasonable promptness. Owner shall notify Director or District upon completion of such repairs. Should Owner fail to comply with County or District request for repairs within one (1) week of receiving the written notification, County or District is authorized to have the defects repaired and made good at the expense of Owner who hereby agrees to pay the cost for such work immediately upon demand. In an emergency, County or District may repair any defect in their respective facilities without prior notification to Owner. A County or District decision to repair defects in no way relieves Owner of the warranties given in this provision.

ELEVENTH: CHANGES. Upon consent by Owner, County or District may make changes, alterations, or additions to the plans and specifications for the work and improvements of their respective facilities specified in the First Paragraph which do not exceed ten percent (10%) of the original estimated cost of the work and improvements and which Director or District determines to be necessary and desirable for the proper

completion of their respective facilities. No changes, alterations, or additions shall relieve any security obligations given for the faithful performance of this Agreement.

TWELFTH: EXTENSION OF TIME. It is further agreed by and between the parties that in the event it is deemed necessary to extend the time of completion of the work and improvements contemplated under this Agreement, said extension may be granted by the Board or District upon Owner's request, by the Board unilaterally, or by District with the Board's approval, and shall in no way affect the validity of this Agreement or release any security obligations given for the faithful performance of this Agreement.

THIRTEENTH: COSTS OF ENFORCING JUDGMENT. As part of the security given for the faithful performance of this Agreement and in addition to the face amount specified therefor, there shall be included costs and reasonable fees, including reasonable attorney's fees, incurred by County or District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FOURTEENTH: EXERCISE OF RIGHTS BY DISTRICT OR COUNTY. Whenever in this Agreement reference are made to the rights of "County and/or District" or to "County or District" and the exercise of rights, the parties hereto agree that such rights may be exercised by County or District (1), jointly, or (2) severally and individually with County or District acting independently of one another.

FIFTEENTH: GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California. Owner consents to personal jurisdiction in such courts and hereby waives any defense of lack of personal jurisdiction.

WHEREOF the parties have caused this Agreement to be executed the date first above written.

COUNTY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____
Clerk, Board of Supervisors

By: _____
SENIOR DEPUTY

RAINBOW MUNICIPAL WATER DISTRICT

By: _____
Printed Name
Printed Title

OWNER

TRI POINTE HOMES IE-SD, INC. (FORMERLY KNOWN AS PARDEE HOMES), A CALIFORNIA CORPORATION

By: 
_____ Jimmy Ayala, Division President-San Diego

Notes: (1) Signatures must be acknowledged; and,
(2) Appropriate security must be attached.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 2/11/21 before me, Emma Lisa Schmid, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jimmy Ayala, Division President
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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.



Place Notary Seal and/or Stamp Above

Signature *emma schmid*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

