

Exhibit A

**GREENSPOT ROAD BRIDGE  
UTILITY INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

**between**

**THE CITY OF HIGHLAND  
a California municipal corporation**

**and**

**ORANGE COUNTY FLOOD CONTROL DISTRICT  
a California body corporate and politic**

Exhibit A

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**GREENSPOT ROAD BRIDGE**

**UTILITY INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

This Greenspot Road Bridge Utility Infrastructure Reimbursement Agreement ("**Agreement**"), dated, for reference purposes only, as of \_\_\_\_\_, 2012 (the "**Reference Date**"), is made by and between the City of Highland, a California municipal corporation ("**City**"), and the Orange County Flood Control District, a California body corporate and politic ("**OCFCD**"). The term "**District**" includes OCFCD and its successors-in-interest with respect to all or any portion of the "**Property**" (as defined in the Recitals below). Notwithstanding the Reference Date, this Agreement shall not become effective until the "**Effective Date**" (as defined in Article 3 below). The City and the District are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**". This Agreement is being entered into with reference, in part, to the following relevant facts:

RECITALS

- A. The District owns certain real property located in the City of Highland, San Bernardino County, State of California, which shall be referred to in this Agreement as the "**Property**". The Property consists of approximately 1,658 acres and is in the process of being entitled for use as a residential master planned project (the "**Greenspot Project**"). The Property is located as generally depicted on the schematic map attached to and made a part of this Agreement as Exhibit A.
- B. The City is in the process of planning and constructing a new highway bridge on Greenspot Road in the vicinity of the Greenspot Project (the "**New Greenspot Road Bridge**"), all as depicted on Exhibit A. Greenspot Road is a major access thoroughfare to and from the Property.
- C. The Property is not currently served by the utilities listed on Exhibit B attached to and made a part of this Agreement (the "**Project Utilities**").
- D. Eventually, as part of the Greenspot Project, utilities and other related infrastructure, including, without limitation, the Project Utilities will have to be installed and/or constructed on and to the Property so as to connect the Project Utilities with the existing utility systems which will eventually serve the Greenspot Project.
- E. One element of this installation and construction will be to run all or some portion of the Project Utilities on, through, and/or along the New Greenspot Road Bridge.

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- F. The Parties have agreed that the City will construct and install casings, sleeves, lines, and conduits (collectively, the “**Conduits**”) on, through, and/or along the New Greenspot Road Bridge at the City’s sole cost and expense to accommodate the later installation and construction of the Project Utilities so long as the District agrees to reimburse the City in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants exchanged below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

### ARTICLE 1 CONSTRUCTION AND INSTALLATION

**1.1** Approval of Conduit Plans. The District, at its sole cost and expense, has previously prepared and delivered to the City conceptual plans indicating utility conduit requirements for the Project (collectively, the “**Conduit Submittals**”). The City shall incorporate such Conduit Submittals in its plans and specifications for the installation and construction of the New Greenspot Road Bridge (the “**Bridge Plans**”). East Valley Water District (“**EVWD**”) has agreed with the City to fund the design of the water and sewer lines that are part of the Conduit Submittals, and the cost of such design work is not included in the “**DFP Estimate**” defined below. At least ten (10) days prior to the City’s written submittal of its Bridge Plans to the appropriate governmental agencies with jurisdiction over the Bridge Plans and the installation and construction of the New Greenspot Road Bridge (the “**Governmental Authorities**”), the City shall deliver the Bridge Plans to the District and any other service or utility provider who has jurisdiction over any utility aspect of such Bridge Plans (collectively, the “**Approving Utilities**”) for the District’s and such Approving Utilities’ review and approval of the incorporation of the Conduit Submittals into the Bridge Plans, such approval not to be unreasonably withheld, conditioned, or delayed. The District shall review and return the Bridge Plans to the City no later than ten (10) days after its receipt of the Bridge Plans with the District’s written approval or reasonable comments and/or suggestions. The District shall urge the Approving Utilities to provide their respective approval or comments within such ten (10)-day period as well. If the District and/or any Approving Utilities have comments and/or suggestions, the City, the District, and the Approving Utilities shall meet and consult with each other to resolve their respective differences promptly and reasonably. Once (i) incorporation of the Conduit Submittals is approved into the Bridge Plans by the City, the District, and the Approving Utilities, and (ii) thereafter, the Bridge Plans (including, without limitation, the Conduit Submittals) are approved by the Governmental Authorities, then the Conduit Submittals (as they may be modified during this process) shall become, for purposes of this Agreement, the “**Approved Conduit Plans.**” Thereafter, neither the District nor the Approving Utilities shall amend or request amendments to the Approved Conduit Plans, except as expressly provided for in this Agreement.

## Exhibit A

**1.2 Installation and Construction of Conduits.** The City shall install and construct the Conduits on, through, and/or along the New Greenspot Road Bridge in accordance with the Approved Conduit Plans. The City shall modify the Bridge Plans (including, without limitation but with adequate prior notice to and approval by the District, the Conduit Submittals) in accordance with any requirements imposed by the appropriate Governmental Authorities necessary to obtain the building permits (“**Bridge Permits**”) for the installation and construction of the New Greenspot Road Bridge. The City shall perform, or cause to be performed, all of the construction work in connection with the installation and construction of the Conduits in accordance with the Approved Conduit Plans.

**1.3 Establishment of Costs for Conduits.** The City shall as part of its organization and preparation of the bid request for the installation and construction of the New Greenspot Road Bridge (“**Bid Request**”) include requests for separate bid schedules that includes bids for each separate Conduit (a “**Conduit Bid Item**”). The Parties understand that the successful low bidder will be determined based on the total of the bidder’s response to the entire Bid Request including the net effect of all of the Conduit Bid Items taken in the aggregate. Nevertheless, the City shall include, as part of the Bid Request, that the District shall have the explicit right (but not the obligation) to review each Conduit Bid Item included in the successful low bidder’s response (the “**Low Bid**”) for a period of five (5) days following the City’s receipt of the Low Bid and, during such five (5)-day period, the District may, in its sole and absolute discretion, remove or delete any such Conduit Bid Item from the Low Bid and such Conduit Bid Item shall thereafter no longer be part of the Approved Conduit Plans.

### ARTICLE 2 REIMBURSEMENT

#### **2.1 Reimbursable Costs for Conduits.**

**2.1.1** The total cost for the installation and construction of all of the Conduits shall be, subject to the Conduit Bid Items, an amount equal to the total actual costs to the City, including but not limited to: (a) payment to the Approving Utilities for design and coordination of the Conduits; (b) payment to the City’s consultants for (i) designing structural elements of the bridge to accommodate Conduits, (ii) coordinating the Conduit Submittals with the Bridge Plans as part of the City’s process of obtaining the Approved Bridge Plans and Bridge Permits, and (iii) providing management, inspection and engineering services directly related with the design and coordination of Conduits, excluding any design costs for water and sewer lines to be funded by EVWD, (c) payment to contractors and the Approving Utilities for additional construction cost of the bridge structure for accommodation of the Conduits, and (d) payment to contractors for installing, constructing, and completing all of the Conduits. The City costs described in the previous sentence (collectively, “**Total Costs**”) shall be verified by the District from invoices, contracts, and other

## Exhibit A

documentation as may be reasonably requested of the City by the District. The entire sum of the Total Costs has been estimated by the Parties to be Six Hundred Thousand Four Hundred Eighty-seven and 50/100 Dollars (\$600,487.50) as set forth on Exhibit C attached to and made a part of this Agreement. The City shall be responsible for any and all costs of installing and constructing the Conduits subject to the District's obligation to reimburse the City for the Total Costs according to the terms set forth in this Agreement. The District shall make the reimbursement payment to the City as provided below in one aggregate payment equal to the actual Total Costs incurred by the City without regard as to whether the amount of actual Total Costs is more or less than the estimated amount of \$600,487.50. Nevertheless, Eighty-four Thousand Eight Hundred Ninety-seven and 50/100 Dollars (\$84,897.50) (the "**DFP Estimate**") of such Total Costs has been estimated for the total actual cost of design, fees, and permits connected with the design and installation of the Conduit, which excludes the design of the water and sewer lines to be funded by EVWD. At any time that such design, fee, and permit component (the "**DFP Component**") of the Total Costs exceeds, or reasonably threatens to exceed, the DFP Estimate by more than Thirty Thousand and 00/100 Dollars (\$30,000.00), then the City shall immediately notify the District in writing, and the City shall consult with the District for the purpose of avoiding any further increase in the cost of the DFP Component.

- 2.1.2** The City shall include in its construction contract with the low bidder a provision requiring that any change order affecting a Conduit Bid Item shall be subject to the prior review and approval of the City. The City hereby agrees to provide copies of such change orders to the District prior to approving any such change order; provided, however, the approval or disapproval of any such change order shall be subject to the sole and absolute discretion of the City.

**2.2** Reimbursement. The District shall reimburse the City for the Total Costs as provided in this Section upon the earlier to occur of: (1) the issuance by the City of the first certificate of occupancy for any unit within the Greenspot Project or (2) five (5) years after completion of construction of the New Greenspot Road Bridge. In addition to the amount of actual Total Costs incurred by the City, District shall also pay the City interest on disbursed funds calculated at two and one-half percent (2.5%) interest per year compounded annually. Interest shall accrue on funds from the time such funds are disbursed and shall continue to accrue until such funds are paid in full.

### **ARTICLE 3 OTHER TERMS AND CONDITIONS**

**3.1** Effective Date. This Agreement will not become effective as to either Party unless and until the "**Effective Date**" occurs. The "**Effective Date**" means the first date on which all of the following are true:

## Exhibit A

- 3.1.1 Following all legally required notices and hearings, this Agreement has been approved and executed by the authorized representatives of the District, and this Agreement has been delivered to the City;
- 3.1.2 Following all legally required notices and hearings, this Agreement has been approved by the City's City Council; and
- 3.1.3 This Agreement has been executed by the appropriate authorities of the City and the District.

### 3.2 Remedies Upon Default.

- 3.2.1 If the City breaches any material term of this Agreement, then the District may give the City written notice ("**Default Notice**") stating the nature of the default and describing with reasonable specificity the actions required of the City to cure such default. If the City has not cured such default in accordance with the Default Notice within thirty (30) days after receipt of such Default Notice (subject to extension as provided below), then the District may suspend the performance of its obligations under this Agreement until such material default is cured in accordance with the terms of the Default Notice. So long as such material default is not cured in accordance with the terms of the Default Notice, the District may exercise any other right or remedy available to it at law or in equity, including, without limitation, the District's right to recover all of its reasonable attorneys' fees and enforcement costs as provided in Section 3.9 below.
- 3.2.2 If the District breaches any material term of this Agreement, then the City may give the District a Default Notice stating the nature of the default and describing with reasonable specificity the actions required of the District to cure such default. If the District has not cured such default in accordance with the Default Notice within thirty (30) days after receipt of such Default Notice (subject to extension as provided below), then the City may exercise any right or remedy available to it at law or in equity; provided, however, the City's damages shall not exceed the aggregate amount of all Total Costs that the City is entitled to pursuant to this Agreement and that have not previously been reimbursed by the District together with all costs incurred by the City in enforcing its rights and remedies under this Agreement, including, without limitation, the City's right to recover all of its reasonable attorneys' fees and enforcement costs as provided in Section 3.9 below.
- 3.2.3 Notwithstanding the foregoing, both the District's and the City's time to remedy its breach shall be extended a reasonable time if such breach cannot reasonably be remedied within a thirty (30)-day-cure period so long



## Exhibit A

as the District or the City (as the case may be) commences its remedy within such thirty (30)-day period and thereafter diligently pursues its remedy to completion.

**3.3 No Waiver.** Neither the District's nor the City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege, nor the District's nor the City's waiver of any breach hereunder, shall thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No Party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving Party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

**3.4 Cooperation.** The Parties agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require the City to take any specific legislative act.

**3.5 Entire Agreement.** This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.

**3.6 Assignment.** The District may assign this Agreement in whole or in part without the prior written consent of the City to any purchaser (the "**Assignee**") of all or a portion of the Property so long as such Assignee assumes by written agreement the District's obligation to make the reimbursement payment. Otherwise, the District may only assign this Agreement with the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed.

**3.7 Attorneys' Fees.** In the event that any legal, equitable or administrative action or proceeding is commenced regarding this Agreement, the prevailing party shall pay attorneys' fees.

**3.8 Notices.** All notices, demands or other communications (collectively, "**Notices**") required or allowed by this Agreement shall be in writing and shall be considered given: (i) when delivered in person to the recipient named below directly or by overnight delivery service for which a receipt for delivery is obtained; or (ii) three (3) business days after deposit in the United States mail as certified or registered matter, postage prepaid, return receipt requested, addressed to the recipient named below; or (iii) on the date of delivery by telecopier transmission to the recipient named below, so long as a copy is sent to the recipient as provided in clause (i) of this sentence on the same day as the telecopier transmission is sent. All Notices shall be addressed as follows:

## Exhibit A

If to the City: City of Highland  
Attn: Ernest Wong, Public Works  
Director/City Engineer  
27215 Baseline  
Highland, CA 92346  
Telephone: (909) 864-6861  
Telecopier: (909) 862-3180

With copy to:  
Richards, Watson and Gershon  
Attn: Craig Steele  
355 So. Grand Avenue, 40th Floor  
Los Angeles, CA 90071-3101  
Telephone: (213) 626-8484  
Telecopier: (213) 626-0078

If to the District: Orange County Flood Control District  
Attn: James Campbell, Project Lead  
c/o OC Public Works  
300 N. Flower St.  
Santa Ana, CA 92703  
Telephone: (714) 834-5736  
Telecopier: (714) 834-7522

With copy to: Orange County Counsel  
Office of the County Counsel  
Attn: Thomas (Mat) Miller  
333 West Santa Ana Blvd., 4<sup>th</sup> Floor  
Santa Ana, CA 92702  
Telephone: (714) 834-6019  
Telecopier: (714) 834-2359

With copy to: Lewis Operating Corp.  
Attn: Pat Loy  
1156 N. Mountain Avenue  
Upland, CA 91786  
Telephone: (909) 946-7513  
Telecopier: (909) 949-6795

Any Party may, by notice given at any time, require subsequent Notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of Notice of change shall not be invalidated by the change.

## Exhibit A

**3.9 Governing Law.** This Agreement and its provisions shall in all respects be interpreted, construed, enforced and governed by and under the internal laws of the State of California, without regard to its conflict of laws principles.

**3.10 Dispute Resolution.** Each controversy, dispute, or claim between the City and the District arising out of or related to this Agreement (collectively, a “**Controversy**”) shall be heard by a referee, without a jury, in accordance with the provisions of Section 638, et seq., of the California Code of Civil Procedure (“**CCP**”) or their successor statutes. The referee shall be appointed by the court, shall hear and determine all of the issues in the action or proceeding brought to resolve the Controversy, whether of fact or of law, and shall report a statement of decision to the court, all in accordance with the provisions of Section 638, et seq., of the CCP or their successor statutes.

**3.11 Rules of Construction.** The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, either the City or the District. Section headings in this Agreement are for convenience only and are not to be considered as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require. The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement independently with legal counsel and other professionals of each Party’s own choosing, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. All words, unless otherwise specifically defined in this Agreement, shall have their ordinary meanings as set forth in any dictionary of American English in common usage; there are no secret or code words. Any capitalized word, term, or phrase not otherwise defined in any Exhibit shall have the meaning assigned to it in this Agreement.

**3.12 Execution/Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the Parties hereto.

**3.13 Authorization.** Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.

## Exhibit A

**3.14 No Third Party Beneficiaries.** The Parties hereby expressly agree that nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, other than the Parties and their respective successors and assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of its provisions. This Agreement and all of its conditions and provisions are intended to be and shall be for the sole and exclusive benefit of the Parties and their respective successors and assigns, and for the benefit of no other person.

***[Signatures on following pages]***

Exhibit A

SIGNATURE PAGE TO  
GREENSPOT ROAD BRIDGE UTILITY INFRASTRUCTURE  
REIMBURSEMENT AGREEMENT

CITY OF HIGHLAND

a California municipal corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Larry McCallon, Mayor

ATTEST:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Betty Hughes, City Clerk

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Craig Steele, City Attorney

Exhibit A

SIGNATURE PAGE TO  
GREENSPOT ROAD BRIDGE UTILITY INFRASTRUCTURE  
REIMBURSEMENT AGREEMENT


Date: \_\_\_\_\_

ORANGE COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_  
Ignacio Ochoa, Director, OC Public  
Works Pursuant to Board Minute  
Order dated December 18, 2012

Signed and certified that a copy of this  
document has been delivered to the Chair of  
the Board per G.C. Sec. 25103, Resolution 79-  
1535

APPROVED AS TO FORM:  
COUNTY COUNSEL

By  \_\_\_\_\_  
Deputy

ATTEST:

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
Orange County, California

LIST OF EXHIBITS:

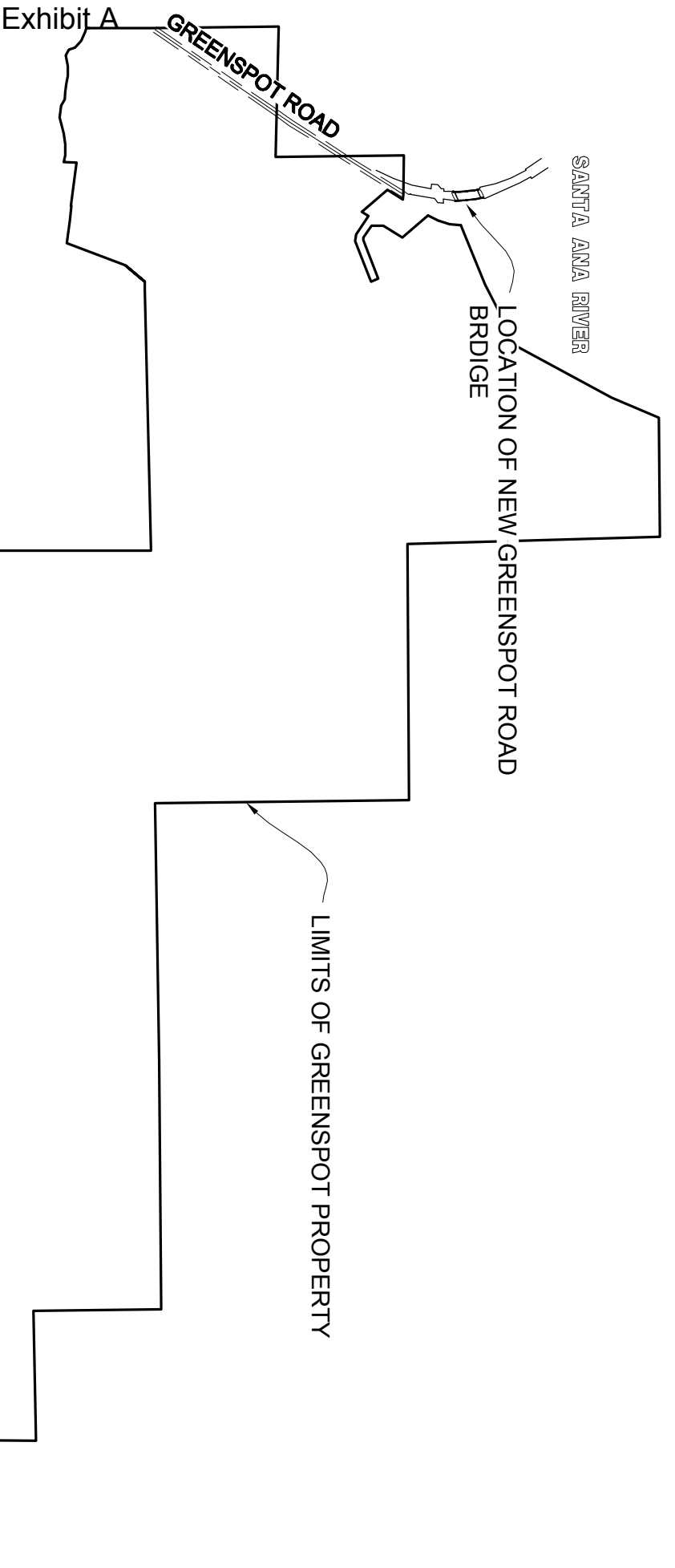
- A - Schematic Map of Property
- B - List of Project Utilities and Conduits
- C - Cost Estimate from RBF Consulting

Exhibit A

Exhibit A

EXHIBIT A  
SCHEMATIC MAP OF PROPERTY





**Harmony**  
**Exhibit "A"**

## Exhibit A

### EXHIBIT B

#### LIST OF PROJECT UTILITIES AND CONDUITS

1. Electrical (10 ducts) – Southern California Edison
2. Cable/FO (PVC) (fiber optic) – Time Warner Cable
3. 5 total -- 2 water and 2 sewer and 5<sup>th</sup> line at EVWD's choice (with 12" flex connectors) East Valley Water District
4. Gas (12" casing) – Southern California Gas Company

**Exhibit A**  
**EXHIBIT "C"**  
**COST ESTIMATE FROM RBF CONSULTING**

**Preliminary Cost Estimate**  
 Greenspot Bridge at Santa Ana River Project  
 Utility Cost



Monday, November 26, 2012

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEAS.	UNIT COST	TOTAL COST	NOTE
1	<u>Electrical (10 ducts)</u>	311	LF	\$ 150.00	\$ 46,650.00	
2	<u>Cable/FO (PVC)</u>	311	LF	\$ 20.00	\$ 6,220.00	
3	<u>Gas</u>					
	12" Gas	311	LF	\$ 100.00	\$ 31,100.00	
	<b>SUBTOTAL</b>				<b>\$ 31,100.00</b>	
4	<u>EVWD Domestic Water</u>					
	12" Steel, Water Main #1	311	LF	\$ 90.00	\$ 27,990.00	
	18" Steel Casing	60	LF	\$ 150.00	\$ 9,000.00	3
	Flex-tends 12"	4	EA	\$ 15,000.00	\$ 60,000.00	
	12" Steel, Water Main #2	311	LF	\$ 90.00	\$ 27,990.00	
	18" Steel Casing	60	LF	\$ 150.00	\$ 9,000.00	3
	Flex-tends 12"	4	EA	\$ 15,000.00	\$ 60,000.00	
	<b>SUBTOTAL</b>				<b>\$ 193,980.00</b>	
5	<u>EVWD Sanitary Sewer</u>					
	8" Steel, Force Main #1	311	LF	\$ 70.00	\$ 21,770.00	
	18" Steel Casing	60	LF	\$ 150.00	\$ 9,000.00	3
	Flex-tends 8"	4	EA	\$ 9,000.00	\$ 36,000.00	
	10" Steel, Force Main #2	311	LF	\$ 80.00	\$ 24,880.00	
	18" Steel Casing	60	LF	\$ 150.00	\$ 9,000.00	3
	Flex-tends 10"	4	EA	\$ 10,000.00	\$ 40,000.00	
	<b>SUBTOTAL</b>				<b>\$ 140,650.00</b>	
6	<u>Additional Waterline</u>					
	12" Steel, Water Main	311	LF	\$ 90.00	\$ 27,990.00	
	18" Steel Casing	60	LF	\$ 150.00	\$ 9,000.00	3
	Flex-tends 12"	4	EA	\$ 15,000.00	\$ 60,000.00	
	<b>SUBTOTAL</b>				<b>\$ 96,990.00</b>	
7	<u>Design, Fees and Permits</u>	1	LS	\$ 84,897.50	\$ 84,897.50	
	<b>SUBTOTAL</b>				<b>\$ 84,897.50</b>	

**GRAND TOTAL    \$    600,487.50**

**Notes:**

1. Cost estimate excludes bridge lighting conduit
2. Cost exclude modifications required to structure of bridge (manholes, soffit openings, ect)
3. Steel Casing thru the approach slab only

Printed: 11/26/2012