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Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

COACHELLA VALLEY WATER DISTRICT
Post Office Box 1058
Coachella, California 92236

(Space above this line is for Recorder's Use)

APN: see attached
TRA:

FILE: 0655.
0322.12
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STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

THIS STANDARD IRRIGATION SYSTEM INSTALLATION AGREEMENT ("Agreement") is made on this ____ day of _____, 20__ ("Effective Date") by and between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California ("CVWD"), the CITY OF COACHELLA, a California Public Corporation, also known as CITY OF COACHELLA, a California Municipal Corporation ("City"), and DR HORTON LOS ANGELES HOLDING COMPANY, INC., a California corporation ("Developer"). CVWD, City, and Developer are collectively referred to herein as "Parties" and singularly as "Party."

RECITALS

A. Developer is the owner of certain real property located in the County of Riverside, California and legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference incorporated herein ("Developer Property").

B. City is the owner of certain real property located in the County of Riverside, California and legally described on Exhibit "C" and depicted on Exhibit "D" attached hereto and by this reference incorporated herein ("City Property").

C. Developer is developing a TRACT 32074 on the Developer Property ("Project") of approximately one hundred fifty five (155) units ("Units"). The Developer Property consists of approximately forty (40) acres.

D. The irrigation system ("Irrigation System") is comprised of the Coachella Branch of the All-American Canal ("Coachella Canal"), Flood Protection Dikes & Channels ("Protective Works") and irrigation distribution piping system ("Irrigation Distribution System") which supply Colorado River water to irrigation customers. The United States Bureau of Reclamation ("USBR") owns the Coachella Canal, Protective

Works, and Irrigation Distribution System. CVWD operates and maintains the Coachella Canal, Protective Works, and Irrigation Distribution System.

E. Not Used.

F. Not Used.

G. Not Used.

H. Not Used.

I. Portions of the Irrigation System are adversely impacted by the Project. Developer and City desire to abandon and relocate portions of the Irrigation System in accordance with the terms and conditions set forth herein. The term “relocate” shall mean the removal of the applicable portions of the Irrigation System and the construction of new portions of the same within new easements of fee owned land and public right-of-way. The construction of the new portions of the Irrigation System shall take place before the removal and abandonment of the applicable portions of the Irrigation System.

J. The USBR has pre-existing irrigation pipeline easement (USBR Easement) and pre-existing pipeline facilities located within the Developer and City Property as well as existing street right-of-way easement. The locations of the existing USBR Easement is described on Exhibit “E” and depicted on Exhibit “F”, attached hereto.

K. City and Developer acknowledges that the USBR acquired the USBR Easement prior to the City obtaining Calhoun Street and Avenue 50 and the Developer and City Property.

NOW THEREFORE, THE RECITALS SET FORTH ABOVE ARE PART OF THIS AGREEMENT BELOW AND ARE INCORPORATED HEREIN, AND THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Developer General Responsibilities. In accordance with the schedule and sequence requirements set forth herein, including, but not limited to, Appendix “A,” attached hereto and incorporated herein (“Schedule”), Developer shall fulfill all of the following obligations, at its sole expense, to CVWD’s sole satisfaction prior to construction of the Project.

(a) Developer will comply with CVWD’s rules, regulations, ordinances and procedures regarding the design, installation and construction of the facilities contemplated herein, as may be amended by CVWD and the CVWD board of directors (“Board”) from time to time, including but not limited to the Development Design Manual (collectively, “Rules”). The Rules are incorporated herein by this reference.

- (b) (i) Developer shall, at Developer's sole expense, be responsible for compliance with the laws of the State of California and the United States, including, but not limited to, applicable state and federal environmental laws, such as the Federal Clean Water Act ("CWA"), California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), California Public Resources Code section 21000 et seq., and the Federal Endangered Species Act and the California Endangered Species Act, (collectively "Environmental Laws") applicable to the design and construction of the Irrigation System. Developer shall be solely responsible for compliance with any conditions and mitigation measures required as a part of the compliance with the Environmental Laws. Developer shall ensure that a public agency of the State of California acceptable to CVWD acts as lead agency for the purposes of complying with CEQA, or CVWD may elect, but shall have no obligation, to act as lead agency for the purposes of this Agreement. As part of its obligation to comply with CEQA and applicable Environmental Laws, Developer shall prepare or cause to be prepared, at its sole cost, all instruments, documents, reports and other like or kind writings required to be prepared and/or filed by CEQA and applicable Environmental Laws.
- (ii) Developer shall, upon request by and at no cost to CVWD, provide CVWD with such information as Developer possesses or has available to it from any consultants, engineers, contractors or other persons engaged by or under the control of Developer relating to the environmental assessment for the Irrigation System and the improvements contemplated in this Agreement. Notwithstanding the preceding or anything to the contrary herein, nothing set forth herein shall be deemed to require CVWD to participate in any legal action related to the Irrigation System.
- (c) (i) Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the improvements. Developer hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.
- (ii) Developer shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the construction of the improvements, including, without limitation, CVWD Ordinance No. 1234; Riverside County Ordinance 458; all applicable provisions of the local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California Regional Water Quality Control Board, Colorado Region, Order No. R7-2013-0011 (NPDES Permit No. CAS617002) and State Water Resources Control

Board ("State Board") Order No. 2010-0014-DWQ, Order No. 2009-0009-DWQ, and Order No. 2012-0006-DWQ ("Construction General Permit"), and any amendment or renewal thereof.

(iii) Not Used.

(iv) Developer shall be required to comply with all aspects of the Construction General Permit, including any amendment or renewal thereof, for any project that involves construction on or disturbance of one acre or more of land or which are part of a larger common area of development or sale that disturbs one acre or more.

(v) Failure to comply with laws, regulations, and ordinances listed in this Section is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Developer agrees to indemnify and hold harmless CVWD, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which CVWD, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the improvements, except for liability resulting from the sole established negligence, willful misconduct or active negligence of CVWD, its officials, officers, agents, employees or authorized volunteers.

(vi) CVWD reserves the right to defend any enforcement action or civil action brought against CVWD for Developer's failure to comply with any applicable water quality law, regulation, or policy. Developer hereby agrees to be bound by, and to reimburse CVWD for the costs associated with, any settlement reached between CVWD and any relevant enforcement entity.

- (d) (i) Developer shall employ, at its sole expense, a qualified professional engineering firm ("Developer's Engineer") to plan, design and prepare detailed construction plans and specifications ("Plans") for the improvements described herein in full and complete accordance with CVWD's Rules, including but not limited to, the design criteria and standards, such as CVWD's "Development Design Manual." Developer's Engineer shall complete the design and Plans and the same shall be submitted to CVWD as set forth below. All such planning and design work and the Plans performed and prepared by Developer's Engineer shall be subject to review and written approval by CVWD prior to presentation thereof to contractors for bidding purposes. CVWD shall approve or disapprove the Plans in writing within a reasonable amount of time after submittal to CVWD. In the event CVWD disapproves the Plans, Developer shall modify the Plans in accordance with the reasons given for disapproval and shall resubmit the revised Plans to CVWD for approval or disapproval. The foregoing procedure shall be continued until the Plans have been approved by CVWD. Developer hereby acknowledges and understands

that CVWD may approve or disapprove Developer's planning and design work and Plans, in CVWD's sole and absolute discretion. Developer represents that the Plans will conform to all applicable federal, state and local governmental rules, ordinances and regulations, including but not limited to, the Rules and all applicable Environmental Laws. In submitting the Plans to CVWD for review, Developer represents that, to Developer's knowledge, after reasonable inquiry, that the Plans are complete, accurate, workable and are in compliance with all governmental requirements with respect thereto.

(ii) Not Used.

(iii) Developer and Developer's successors, assigns and successors-in-interest to the Developer Property shall be liable at its sole expense, for any surface improvements, including, but not limited to, entry gate(s), pilasters, call boxes, island medians/planters, landscape and associated irrigation systems, decorative concrete, alternative paving methods, seal coating, overlaying or other surface improvements ("Surface Improvements") both within and outside the immediate area of construction and/or easement for the Irrigation System which CVWD may be required to remove in the future to gain access to the Irrigation System. All Surface Improvements must adhere to CVWD's Development Design Manual and Landscape Ordinance, as amended from time to time. CVWD shall not be responsible for any Surface Improvements either within or outside the immediate area of construction and/or easement for the Irrigation System. If the Surface Improvements or the installation or use thereof cause damage to the Irrigation System, Developer and Developer's successors, assigns and successors-in-interest to the Developer Property shall reimburse any cost incurred by CVWD in repairing such damage. Such costs shall be paid by Developer and Developer's successors, assigns and successors-in-interest within ten (10) calendar days following receipt of an invoice from CVWD.

(e) Not Used.

(f) Not used.

(g) Not Used.

(h) Not Used.

(i) Not Used.

2. Developer's Responsibilities

Developer shall do the following at such time or times described herein or on Appendix "A" attached hereto and by this reference incorporated herein:

(a) Not Used.

(b) Not Used.

(i) Not Used.

(ii) Not Used.

(iii) Not Used.

(iv) Not Used.

(v) Not Used.

(vi) Not Used.

(c) Developer shall do the following for the design and construction of certain facilities:

(i) Not Used.

(ii) Not Used.

(iii) Subject to Section 5(b), design and construct, at Developer's sole expense, to CVWD specifications, the pipelines or facilities shown on Exhibit "G" attached hereto and by this reference incorporated herein in accordance with the Schedule on Appendix A. The pipelines shall be of the type and material as shall be acceptable to CVWD in CVWD's sole and absolute discretion. The provisions relating to the design, construction and installation of the improvements shall apply to the design and construction of the pipelines described herein.

(iv) Subject to Section 5(b), design and remove, at Developer's sole expense, to CVWD specifications, the abandonment of pipelines or facilities shown on Exhibit "G" and lying with the USBR Easement described and depicted on Exhibits "E" and "F", attached hereto in accordance with the Schedule on Appendix A. The design and abandonment of the irrigation facilities shall comply with CVWD and USBR requirements and procedures as provided in CVWD's Development Design Manual. USBR requirements include the federal abandonment submittal process, including a recorded quitclaim for each parcel where the USBR Easement will be abandoned ("USBR Requirements"). Upon completion of the replacement portions of the Irrigation System, Developer shall remove the applicable portions of the Irrigation System in accordance with the terms hereof.

(v) Prior to the conveyance or transfer of ownership of any parcels within the Developer or City Property described in Exhibit "E", Developer and City will complete the USBR Requirements as stated in Section 2(c)(iv).

(vi) Section 2(c)(iii) of this Agreement provides that Developer is required to install approximately 1,330 linear feet of 12-inch (12") C900 PVC and

1,360 linear feet of 24-inch (24") C905 PVC pipelines ("Pipeline") as more particularly described therein.

(vii) The proposed Lateral 118.7 and 118.7-2.5 Replacement Plans, Developer as shown on Developer Drawing Nos. 48353 and 48358 (Permanent Improvements) will not unreasonably interfere with CVWD or USBR's easement rights. However, in the event that CVWD operation or maintenance activities result in damage or removal of the Permanent Improvements, CVWD and USBR will not be responsible for their repair or replacement. In addition, no trees of any kind are allowed within or over the CVWD or USBR easements to protect the irrigation lateral from root damage. The construction of the Permanent Improvements must be done under direct CVWD inspection. Developer's contractor must schedule all work prior to commencing work activities described in **Exhibit "G"**. The Developer's contractor shall be responsible for notifying the CVWD Chief Zanjero Supervisor in writing at least 20 days prior to shutting down the existing pipeline(s). **Time is of the essence and the existing irrigation pipeline shall not be shut down for more than 3 days for all work.**

(viii) CVWD strongly recommends that the Developer obtain written approval of the fee title owner(s) of the real property on which CVWD and USBR's easements are located prior to constructing the Permanent Improvements.

(ix) The Developer shall be fully responsible to ascertain the location of all facilities constructed by others, and to construct the Permanent Improvements in a manner which will not damage, conflict or interfere with any existing facilities or CVWD's and USBR's use of the easement area for the purpose set forth in the easements. Developer shall be responsible for all costs for the protection and/or repair of the existing irrigation pipeline during construction and future maintenance activities within or near the CVWD and USBR easements.

(x) In the event any action is brought by any person(s) regarding CVWD's or USBR's easements for injury, death and/or damages to property in connection with construction of the Permanent Improvements and Developer's use of the easements, CVWD and USBR shall be defended, held harmless and indemnified by Developer. CVWD and USBR assume no responsibility for damages, claims or suits in connection with said Permanent Improvements. These requirements should not be construed as subordination of CVWD's and USBR's rights, title and interest in and to said easements or as a waiver of any of the provisions contained in said easements.

(d) Not Used.

(e) Not Used.

- (f) Not Used.
- (g) Not Used.
- (h) Not Used.
- (i) Not Used.

3. Developer Pre-Plan Check Requirements

(a) Prior to submitting the Plans to CVWD for initial plan check, Developer shall do the following:

- (i) Concurrently with the execution of this Agreement by Developer, Developer shall deliver to CVWD a current preliminary title report ("PTR") affecting the Developer Property dated within thirty (30) days of the delivery thereof to CVWD. CVWD will notify Developer of any title exceptions within the PTR which must be subordinated to the lien of this Agreement. Notwithstanding the foregoing, any monetary liens or liens of any covenants, conditions and restrictions must be subordinated to the lien of this Agreement. Developer shall have a period of thirty (30) days after the receipt of written notice to cause the subordination of the items listed in CVWD's notice, as well as any monetary liens or liens of any covenants, conditions and restrictions.
- (ii) Pay CVWD's plan check deposit and any amounts necessary to reimburse CVWD for costs incurred in connection with review of the Plans.
- (iii) Furnish to CVWD the applicable standard installation agreement, if any.
- (iv) Complete and deliver to CVWD the original Bill of Sale on a form supplied by CVWD.

(b) Prior to submitting Plans to CVWD for the second plan check, Developer shall do the following:

- (i) Developer, at its sole expense, shall furnish to CVWD recorded grant deeds and/or recorded easement document(s) and/or easements proposed to be dedicated on tract maps and/or public rights-of-way, if applicable, satisfactory to CVWD and USBR (with respect to the replacement portion of the Irrigation System) (in their sole and absolute discretion) as to content, form, location, and width and which assure CVWD's unequivocal right to own, operate, maintain, replace, repair, enlarge, reconstruct, remove and improve the improvements. Developer shall ensure that all deeds of trust, mortgages and covenants, conditions and restrictions are reconveyed as to fee ownership and subordinated to

the easement(s) set forth herein. Developer shall also ensure that the grant deeds and easements comply with the requirements of CVWD's rules and regulations.

(ii) Not Used.

4. Developer Plan Approval/Release Requirements

Prior to the approval/release of the Plans by CVWD for the improvements, Developer shall furnish to CVWD the following:

- (a) The approved Plans in electronic CAD format; and
- (b) This signed, notarized Agreement.

5. Developer Pre-Construction Requirements

Following receipt of CVWD's approval of the design and Plans for the improvements and prior to the construction thereof, Developer shall do the following:

(a) Furnish to CVWD, prior to the pre-construction meeting set forth in subsection (c) below, a Performance Guarantee Cash Deposit in the amount of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the amount of the construction costs of the domestic water facilities, whichever is greater, of immediately available funds as security for the purpose of guaranteeing the completion of construction of the domestic water facilities. The term "immediately available funds" shall mean cash, wire transfer or a cashier's check drawn on good and sufficient funds on a federally insured bank and made payable to the order of CVWD. CVWD shall not be required to keep the funds separate from its general funds. In the event CVWD invests the deposit, CVWD shall pay the minimum interest rate set forth in California Government Code Section 53079(b), less one (1) full percentage point. CVWD shall have the absolute right five (5) days after the mailing of a written notification to Developer, by certified mail at Developer's address herein to draw all or a portion of the funds represented by the security as may be necessary to complete construction, including administrative and all other project costs or to secure compliance with this Agreement, including the construction of the domestic water facilities; each Performance Guarantee Cash Deposit shall be issued or delivered on a case-by-case basis, for each contract based on the construction required as outlined herein.

The deposit, less draws, if any, will be returned to Developer on a case-by-case basis, upon CVWD declaring that the irrigation facilities are final and complete (including, but not limited to, the paving of road/street/right-of-way above such facilities) in CVWD's sole and absolute discretion. Developer hereby understands, acknowledges and agrees that the determination that the irrigation facilities are complete and final may come after CVWD has accepted such facilities.

- (b) (i) Employ, with written concurrence of CVWD, a qualified contractor or contractors (collectively, "Developer's Contractor") properly licensed by the State of California to construct and complete the improvements.

- (ii) Not Used.
- (iii) Not Used.
- (iv) Not Used.
- (v) Not Used.
- (vi) Not Used.
- (vii) Not Used.
- (A) Not Used.
- (B) Not Used.
- (C) Not Used.

(c) Arrange, or cause the Developer's Contractor to arrange, a pre-construction meeting with CVWD. At such meeting there shall be at least one (1) representative of Developer, Developer's Contractor and CVWD. At such meeting, Developer shall be required to pay to CVWD an Inspection Services Deposit for inspection as shall be required by CVWD. CVWD shall deduct from said Inspection Services Deposit all reasonable cost and expense of CVWD, including, but not limited to, CVWD's agents, employees, consultants or independent contractors. CVWD shall handle such deposit consistent with CVWD's rules, regulations and procedures with respect to such deposits. The Inspection Services Deposit is the minimum required amount and may be modified, in CVWD's sole discretion, based on the project size, complexity, or impacts to CVWD. CVWD may elect to use consultants to perform the inspection services for specific projects based on either technical needs and/or staff availability. The Inspection Services Deposit is refundable only to the extent the deposit exceeds expenses incurred by CVWD.

(d) Obtain and maintain in full force and effect during the term of this Agreement, the insurance coverages listed on Exhibit "H" attached hereto and by this reference incorporated herein.

6. Developer Construction Requirements

Following satisfaction of the requirements set forth in Section 5, Developer shall construct the improvements in accordance with the following requirements:

(a) Developer shall, at its sole expense, apply for and obtain all necessary consents, approvals, permits, authority, licenses or entitlements as shall be required for the construction and installation of each facility or improvement from all appropriate governmental authorities.

(b) Once construction and/or installation of an improvement has commenced, Developer and Developer's Contractor shall diligently prosecute the same to completion

at no cost or expense to CVWD in conformance with the laws, rules and regulations of all governmental bodies and agencies, including those of CVWD.

(c) Developer and Developer's Contractor shall perform, or cause to be performed, all construction and installation of the improvements in good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken and in compliance with the construction standards set forth herein. Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, construction and installation of the improvements.

(d) Developer shall name CVWD as an express third party beneficiary in its construction contract with Developer's Contractor.

(e) Developer shall ensure that CVWD is a named additional insured in the insurance policies provided by Developer's Contractor pursuant to the Developer's construction contract.

(f) Developer shall include CVWD and the CVWD Indemnitees as defined herein, as indemnitees in the indemnification clause in the construction contract between Developer and Developer's Contractor.

(g) Developer shall cause the Developer's Contractor to comply with the applicable Occupational Safety and Health Act ("OSHA") standards and requirements, including, but not limited to, OSHA safety standards and submitting construction and shoring plans.

(h) CVWD shall be under no obligation to protect any improvement to be constructed by or on behalf of Developer, or any material, tool, equipment and facilities until written acceptance thereof by CVWD. Prior to the acceptance, Developer shall bear all risk of loss or damage thereto by whatever cause inflicted. Developer shall bear the sole cost and responsibility to rebuild, repair, restore and replace or cause to be rebuilt, repaired, restored or replaced, and make good all injuries or damages to any portion of the improvements before completion and acceptance by CVWD and Developer shall bear the expense thereof.

(i) Developer shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Developer for the improvements and shall keep the improvements free and clear of any liens related to such charges. Developer shall indemnify CVWD for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the improvements in connection with such charges; provided, however, that Developer shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the improvements or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the improvements.

(j) Each improvement shall be installed in strict compliance with the Plans. Any deviations from the approved Plans must have CVWD's prior written approval.

(k) Developer is required by this Agreement to install and construct certain improvements which will be dedicated to CVWD upon completion thereof in accordance with the terms of this Agreement. Notwithstanding the foregoing, if Developer does not believe that it is required to perform such work in the same manner and subject to the same requirements as would be applicable to CVWD had it undertaken construction, including, without limitation, the payment of prevailing wages, and other public works requirements pursuant to the California Labor Code, the California Government Code and the California Public Contract Code, then Developer undertakes such construction at Developer's risk. Should it be determined in the future by either the legislature or a court of competent jurisdiction that Developer was required to comply with some or all of the requirements as would be applicable to CVWD had it undertaken such construction, Developer shall indemnify, defend and hold harmless CVWD Indemnitees (as defined in Exhibit "I") from all Costs (as defined in Exhibit "I") to which they may be subjected or put, by reason of or resulting from failure to comply with public works requirements, including, but not limited to, the failure to pay prevailing wages or such other requirements as would be applicable to CVWD had it undertaken such construction.

(l) Developer hereby irrevocably appoints CVWD to inspect the furnishing and installation of the improvements. Developer shall provide CVWD representatives with reasonable access for inspection purposes. It is understood and agreed that CVWD's inspection personnel shall have the authority to enforce the Plans, which authority shall include requiring that all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by Developer's Contractor. Nothing herein shall be construed to grant CVWD direct control over Developer's Contractor or anyone but Developer or its designee. CVWD's inspection does not include inspection for compliance with safety requirements by Developer's Contractor. Any inspection completed by CVWD shall be for the sole use and benefit of CVWD, and neither Developer nor any third party shall be entitled to rely thereon for any purpose. CVWD does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the improvements. CVWD's inspection services shall not include the calculation of installed footage of pipeline.

(m) Developer shall cause the Developer's Contractor to comply with the following:

(i) Construction shall not conflict with the normal operation and maintenance of CVWD/USBR facilities.

(ii) CVWD shall access to CVWD/USBR facilities.

(iii) All excavations, embankments, haul roads, permanent access roads, plant site, waste disposal areas, borrow areas, and all other work areas free from dust.

7. Developer Project Completion and Acceptance

- (a) (i) Upon and completion and testing of an improvement and/or abandonment of the applicable portion of the Irrigation, the Developer's Engineer of Record shall provide signed and approved As-Built Drawings (electronic or hard copy) and Developer shall provide the actual construction cost of the improvements to CVWD. Upon completion and testing of an improvement and/or abandonment of the applicable portion of the Irrigation System, and after final paving, Developer shall give CVWD notice of the same. CVWD shall make a final inspection and provide written notice to Developer either (A) confirming that such improvement has been completed and/or abandoned in accordance with the requirements of this Agreement or (B) setting forth a punchlist of items that need to be completed or corrected. If CVWD provides such a punchlist, the above-referenced notice and inspection procedure shall be repeated upon completion of the punchlist items to CVWD's sole satisfaction. Nothing herein shall be considered a waiver of any warranty, guarantee or other right in favor of CVWD.
- (ii) Upon completion and acceptance of each applicable improvement and/or abandonment of the applicable portion of the Irrigation System, Developer shall prepare and execute a Certificate of Completion and Final Acceptance as to each applicable improvement and record said notice with the Office of Recorder of the County of Riverside, State of California.
- (iii) Upon receipt of the Certificate of Completion and final acceptance, the Bill of Sale provided herein shall convey title to the improvements at no cost and expense to CVWD. The improvements shall be transferred to CVWD free of all liens and encumbrances.
- (iv) Developer warrants and represents to CVWD that the improvements covered hereby shall be free from construction defects for twelve (12) months from the date of CVWD final acceptance. The Developer shall maintain in force the deposit required under Section 5(a) for the duration of the twelve (12) month guarantee.
- (v) CVWD shall repair, at Developer's cost and expense, all failures of any improvement which was furnished, installed and/or constructed due to faulty materials or installation during the twelve (12) month warranty period referred to in subsection (iv) above. Developer shall, within thirty (30) days after written demand therefor, pay or cause Developer's Contractor or surety to pay such cost shown on the invoice. Nothing in this subsection or subsection (iv) above shall limit or abrogate any other claims, demands or actions CVWD may have against Developer, Developer's Contractor or the bond sureties on account of damages sustained by reason of such defects, nor shall the provisions of this Section limit, abrogate or affect any warranties in favor of CVWD which are expressed or implied by law or set forth in any construction agreement.

(b) Developer's Engineer shall provide to CVWD all field engineering surveys associated with the construction of the improvements, at Developer's sole expense. Developer shall promptly furnish to CVWD all field notes and grade sheets, together with all location, offset, and attendant data and reports, resulting from Developer's field engineering survey and/or proposed facility design changes, all of which have been prepared in accordance with generally accepted engineering practices, and allow CVWD sufficient time to approve or make any required design changes resulting therefrom prior to construction. Any inspection or review pursuant to this subsection shall be for the sole use and benefit of CVWD, and neither Developer nor any third party shall be entitled to rely thereon for any purpose.

8. Project Close Out Requirements

Within thirty (30) days of providing CVWD with the Certificate of Completion and final acceptance, Developer shall provide CVWD with the following:

(a) Unconditional lien and material releases from all contractors and all subcontractors, materialmen, and suppliers.

(b) A declaration by Developer's Contractor that the Developer's Contractor and all persons and entities who furnished material in the construction of the improvements have been paid in full.

(c) All permits, plans and operating manuals related thereto, shall be delivered to and become the sole property of CVWD, subject to Developer's warranty work and other obligations required hereunder. On the acceptance of an improvement, Developer shall deliver to CVWD, at no cost to CVWD, all surveys and as-built drawings associated with the construction of the improvement.

9. CVWD Requirements

CVWD shall do the following for irrigation service to the Developer and City Property:

(a) Not Used.

(b) Not Used.

10. City Requirements

City shall do the following:

(a) The City agrees as an accommodation for the Project that the USBR Easement and the irrigation relocations confer prior and senior rights to the USBR and CVWD.

(b) The City agrees that CVWD and USBR have the right to use the USBR relocation for all purposes for which the USBR Easement were acquired without the need for any further permits or permissions from the City. CVWD shall give

reasonable notice to the City before performing any work within the traveled roadway or improved shoulder of Calhoun Street or Avenue 50 or if traffic will be obstructed. In all cases, CVWD shall perform its work in a manner that will afford security for life and property, and CVWD shall restore any affected street as near as may be to its former state or so as not to have impaired unnecessarily its usefulness.

(c) In the event of a future use of Calhoun Street or Avenue 50 that would necessitate a rearrangement, relocation, reconstruction, or removal of CVWD or USBR Easement and/or USBR relocation, City shall notify CVWD in writing of such necessity as soon as possible. The City agrees to reimburse CVWD on demand of any costs incurred in complying with such notice including any costs associated with easement acquisitions. City shall enter into a relocation agreement on the same terms and conditions as set forth herein. This Agreement shall not in any way alter, modify, or terminate any provisions of the USBR/CVWD Easement.

11. General Provisions

(a) Developer shall defend, indemnify, and hold harmless CVWD and its officers, directors, administrators, representatives, consultants, engineers, employees and agents and their respective successors and assigns (collectively, "CVWD Indemnitees"), in accordance with the provisions of Exhibit "I" attached hereto and by this reference incorporated herein.

(b) Prior to the acceptance of the improvements by CVWD, Developer shall furnish to CVWD any and all documents reasonably requested by CVWD.

(c) In the event that construction of the improvements to be constructed hereunder has not begun within twelve (12) months of the date of approval of the Plans, CVWD shall have the right to terminate this Agreement effective upon written notice to Developer. Following such termination, the Parties may enter into a new agreement which shall be subject to the fees, charges and Rules applicable at the time of the making of the new agreement.

(d) All notices under this Agreement shall be in writing and mailed (registered or certified, postage prepaid, return receipt requested), or by express carrier (return receipt requested) or hand delivered to Parties the addresses set forth below. All such notices shall, if hand delivered, or delivered by express carrier, be deemed received upon delivery and, if mailed, be deemed received three (3) business days after such mailing.

CVWD:

Coachella Valley Water District
Attention: J.M. Barrett, General Manager
Post Office Box 1058
Coachella, CA 92236

DEVELOPER:

D. R. Horton Los Angeles Holding Company, Inc.
2280 Wardlow Circle Suite 100
Corona, CA 92880

CITY:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236

(e) Time is of the essence of this Agreement and each and every term and provision thereof.

(f) This Agreement shall be construed as if prepared by all of the Parties hereto. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived.

(g) No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

(h) If any of the provisions of this Agreement are held to be contrary to law by a court or governmental administrative agency of competent jurisdiction, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, and the parties shall, if possible, enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provisions. The remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

(i) This Agreement may only be modified in a writing signed by both Parties.

(j) In the event of any litigation or other action between the Parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and attorneys' fees.

(k) The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

(l) Each Party hereto agrees to execute and deliver such documents and perform such other acts as may be necessary to effectuate the purposes of this Agreement.

(m) 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.

(n) Developer shall maintain and make available for inspection by CVWD during regular office hours, accurate records pertaining to the design, construction and installation of the improvements to be constructed by Developer.

(o) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

(p) If any payment due CVWD hereunder is not paid when due, Developer shall pay to CVWD an additional ten percent (10%) for each payment due as an administrative processing charge. The Parties agree that this late charge represents a fair and reasonable estimate of the costs that CVWD will incur by reason of late payment by Developer. Acceptance of any late charge shall not constitute a waiver of Developer's default with respect to the overdue amount or prevent CVWD from exercising any of the other rights and remedies available to CVWD. Any payment not paid when due shall bear simple interest at the rate of ten percent (10%) per annum (provided such amount shall not exceed the maximum rate allowed under California law) from the date due until paid in full.

(q) The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the Federal or State courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

(r) This Agreement is entered into within the State of California, and all questions concerning the validity, interpretation and performance of any of its terms or provisions or any of the rights or obligations of the Parties hereto shall be governed by and resolved in accordance with the laws of the State of California.

(s) The terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Developer and City Property in accordance with applicable law, including, without limitation, Section 1468 of the California Civil Code and shall pass to and be binding upon the successor owners of the Developer and City Property. This Agreement shall burden the City and Developer Property and is binding on the successors, assigns and all persons acquiring ownership of any interest in, or any portion of the Developer and City Property. This Agreement shall benefit the City and Developer Property and inure to the benefit of the owners of the City and Developer Property. As such, all successor owners of the City and Developer Property will have any of the rights, responsibilities and liabilities of City and Developer, as if such person or entity originally executed this Agreement in place and stead of City and Developer. Each and every contract, deed or other instrument hereafter executed covering or conveying the City and Developer Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to such terms and conditions regardless of whether such terms and conditions are set forth in

such contract, deed or other instrument. No transfer of the City or Developer Property shall relieve Developer and City of any responsibility or liability under this Agreement.

(t) Not Used.

(u) This Agreement, together with the exhibits attached hereto and other writings referenced herein, such as, but not limited to the Rules, contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements between the Parties, oral or written, and any and all amendments thereto. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have caused this Standard Irrigation System Installation Agreement to be executed as of the day and year first set forth above.

Dated: _____

DEVELOPER:

**DR HORTON LOS ANGELES HOLDING
COMPANY, INC., A CALIFORNIA
CORPORATION**

By: _____
(Name)

(Title)

Dated: _____

CITY:

**THE CITY OF COACHELLA, A CALIFORNIA
PUBLIC CORPORATION, ALSO KNOWN
AS CITY OF COACHELLA, A CALIFORNIA
MUNICIPAL CORPORATION**

By: _____
(Name)

(Title) City Manager

Dated: _____

CVWD:

**COACHELLA VALLEY WATER DISTRICT,
a public agency of the State of California**

By: _____
J. M. Barrett
General Manager

ATTEST:

Sylvia Bermudez
Clerk of the Board

EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION DEVELOPER PROPERTY
EXHIBIT "B"	DEPICTION DEVELOPER PROPERTY
EXHIBIT "C"	LEGAL DESCRIPTION CITY PROPERTY
EXHIBIT "D"	DEPICTION CITY PROPERTY
EXHIBIT "E"	LEGAL DESCRIPTION USBR EASEMENT
EXHIBIT "F"	DEPICTION USBR EASEMENT
EXHIBIT "G"	DESCRIPTION/DEPICTION OF FACILITIES AND DESCRIPTION OF ABANDONED FACILITIES
EXHIBIT "H"	INSURANCE
EXHIBIT "I"	INDEMNITY
APPENDIX A	SCHEDULE

EXHIBIT "A"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
LEGAL DESCRIPTION DEVELOPER PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION
IRRIGATION EASEMENT AGREEMENT

EASEMENT FOR IRRIGATION PIPELINE OVER PORTIONS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6, SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COACHELLA, STATE OF CALIFORNIA.

D.R. HORTON LOS ANGELES HOLDING COMPANY, INC., A CALIFORNIA CORPORATION AS TO LOTS 36 THROUGH 48 OF PARCEL 2, INCLUSIVE, OF TRACT MAP NO. 32074, AS MAP RECORDED IN BOOK 394, PAGES 28 THROUGH 31, AND AS TO LOTS 1 THROUGH 19 OF PARCEL 3, INCLUSIVE, OF TRACT MAP 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 2 (LOTS 36 THROUGH 48)

**CONTAINING 89,422 SQUARE FEET OR 2.05 ACRES MORE OR LESS.
AS DEPICTED ON EXHIBIT "B" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.**

PARCEL 3 (LOTS 1 THROUGH 19)

**CONTAINING 125,112 SQUARE FEET OR 2.87 ACRES MORE OR LESS.
AS DEPICTED ON EXHIBIT "B" (SHEET 3) ATTACHED HERETO AND MADE A PART HEREOF.**

PREPARED BY OR UNDER THE DIRECTION OF:

**BY: _____
DENNIS C. FARNSWORTH RCE 31653**



DATED: _____

EXHIBIT "B"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
DEPICTION DEVELOPER PROPERTY

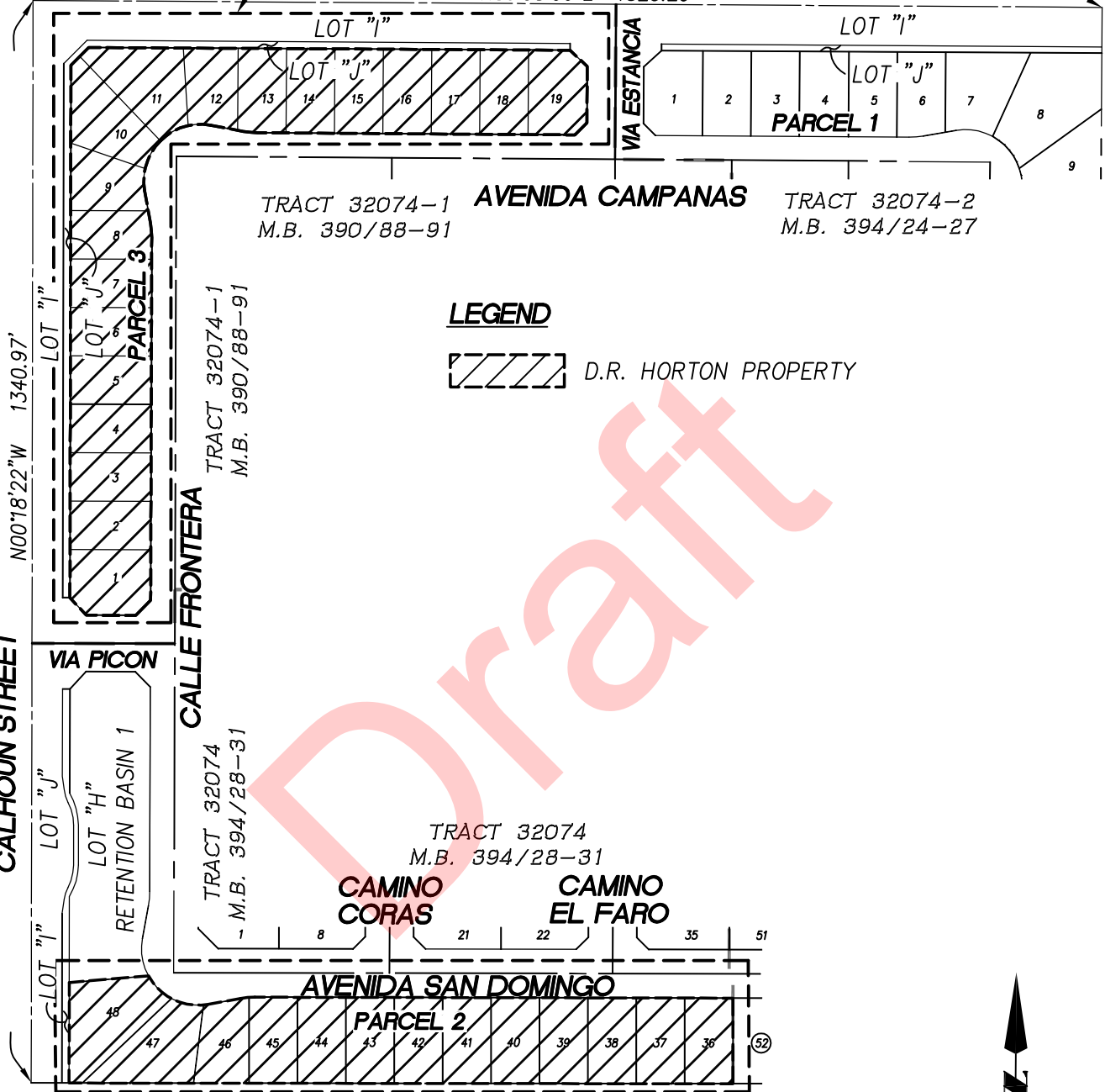
EXHIBIT "B"

ADJACENT TRACT 30728


SHEET 3

AVENUE 50

N89°58'00"E 1325.29'



LEGEND

 D.R. HORTON PROPERTY

ADJACENT TRACT 30871

N00°18'22"W 1340.97'

CALHOUN STREET

VIA PICON

CALLE FRONTERA

TRACT 32074-1
M.B. 390/88-91

TRACT 32074
M.B. 394/28-31

TRACT 32074
M.B. 394/28-31

CAMINO CORAS

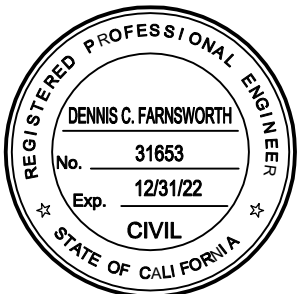
CAMINO EL FARO

AVENIDA SAN DOMINGO

SHEET 2



SCALE 1"=200'



DATED: _____


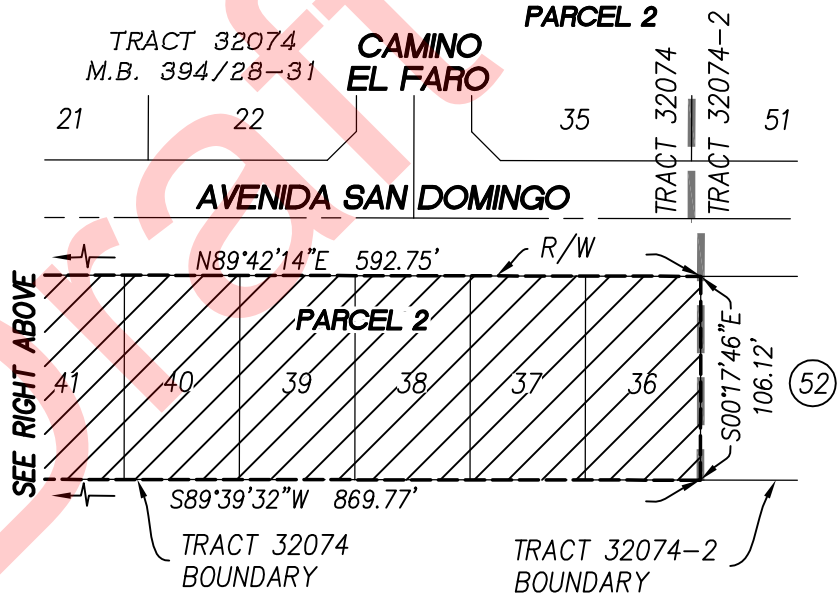
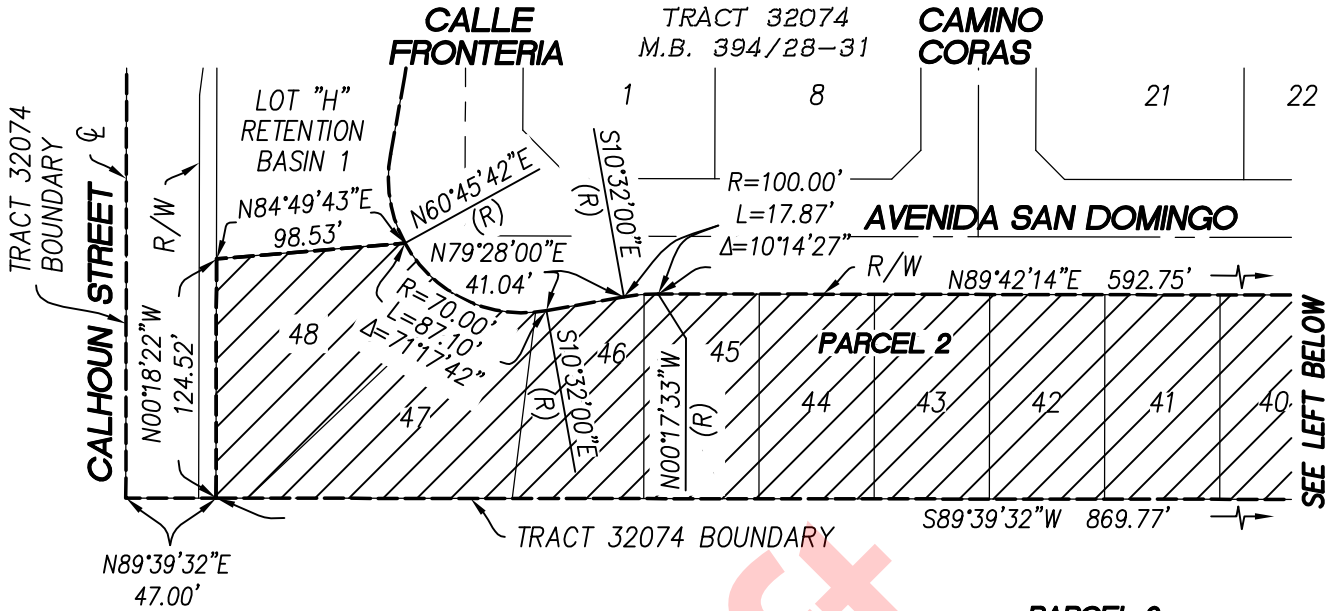
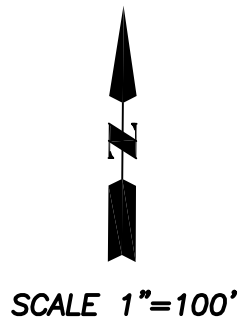
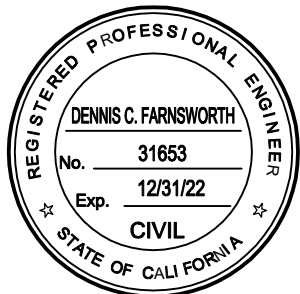
		231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508 PH. (909) 709-4393		
DENNIS C FARNSWORTH R.C.E. 31653 DATE _____				
DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
___/___/___	1"=200'	1 OF 3	XXXX-XXXX	

EXHIBIT "B"



LEGEND

 D.R. HORTON PROPERTY



DATED: _____


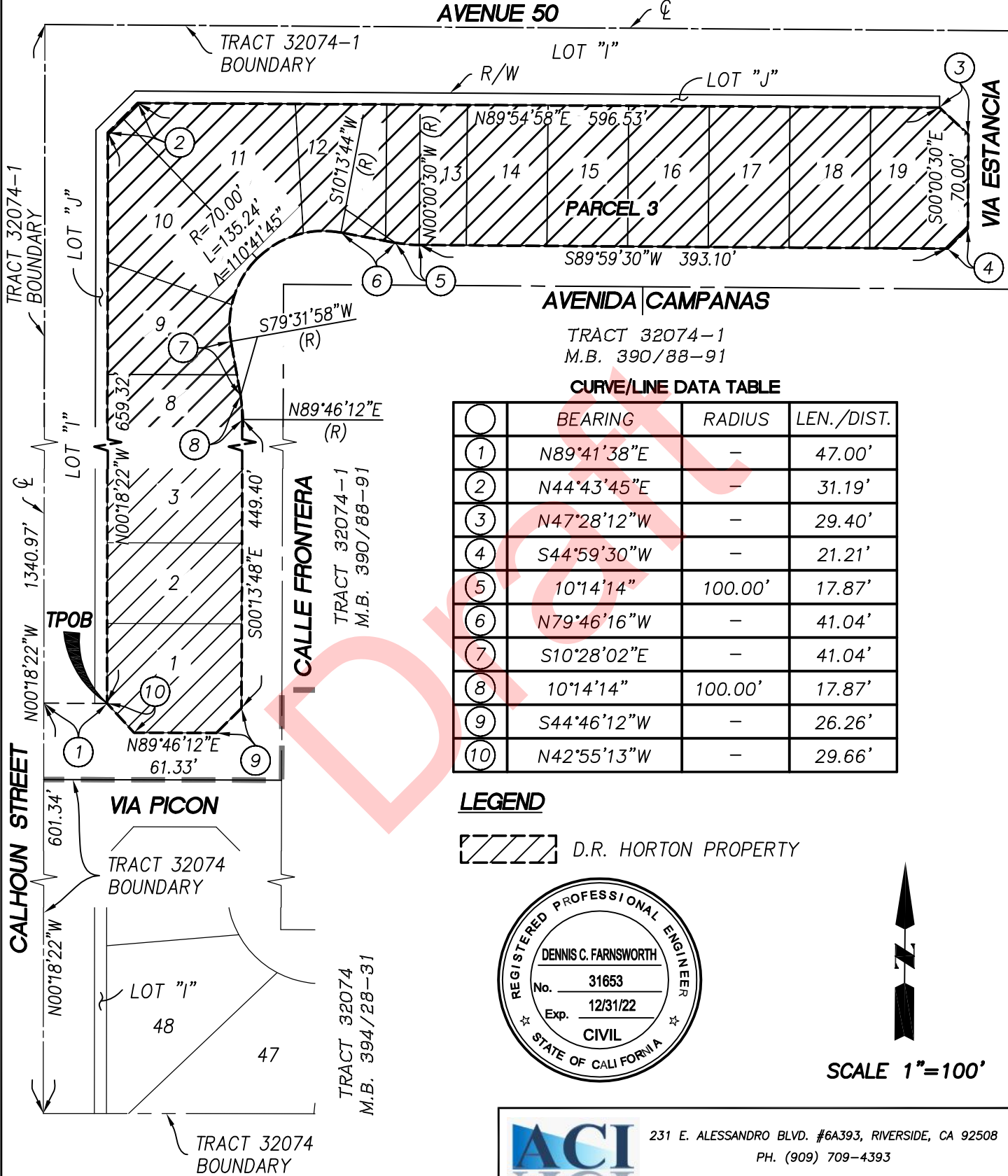
		231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508 PH. (909) 709-4393		
DENNIS C FARNSWORTH R.C.E. 31653 DATE				
DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
___/___/___	1"=100'	2 OF 3	XXXX-XXXX	

EXHIBIT "B"

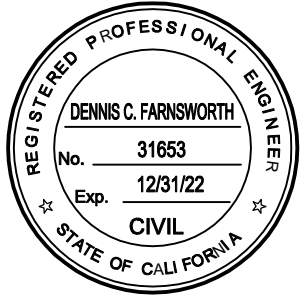


CURVE/LINE DATA TABLE

Circle	BEARING	RADIUS	LEN./DIST.
1	N89°41'38"E	-	47.00'
2	N44°43'45"E	-	31.19'
3	N47°28'12"W	-	29.40'
4	S44°59'30"W	-	21.21'
5	10°14'14"	100.00'	17.87'
6	N79°46'16"W	-	41.04'
7	S10°28'02"E	-	41.04'
8	10°14'14"	100.00'	17.87'
9	S44°46'12"W	-	26.26'
10	N42°55'13"W	-	29.66'

LEGEND

 D.R. HORTON PROPERTY



SCALE 1"=100'

ACI 231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
 AGUILAR CONSULTING INC. PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE: ___/___/___	SCALE: 1"=100'	SHEET: 3 OF 3	JOB NO. XXXX-XXXX	EXHIBIT "B"
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DATED: _____

EXHIBIT "C"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

LEGAL DESCRIPTION CITY PROPERTY

EXHIBIT "C"
LEGAL DESCRIPTION
IRRIGATION EASEMENT AGREEMENT

EASEMENT FOR IRRIGATION PIPELINE OVER PORTIONS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 6, SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COACHELLA, STATE OF CALIFORNIA.

CITY OF COACHELLA AS TO LETTERED LOTS I AND J OF PARCEL 1, INCLUSIVE, OF TRACT MAP NO. 32074-2 AS PER MAP RECORDED IN BOOK 394, PAGES 24 THROUGH 27, AS TO LETTERED LOTS H, I AND J OF PARCEL 2, INCLUSIVE, OF TRACT MAP NO. 32074, AS MAP RECORDED IN BOOK 394, PAGES 28 TO 31, AND AS TO LETTERED LOTS I AND J OF PARCEL 3, INCLUSIVE, OF TRACT MAP 32074-1, AS PER MAP RECORDED IN BOOK 390, PAGES 88 THROUGH 91, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 1 (LETTERED LOTS I AND J)

**CONTAINING 33,938 SQUARE FEET OR 0.78 ACRE MORE OR LESS.
AS DEPICTED ON EXHIBIT "D" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.**

PARCEL 2 (LETTERED LOTS H, I AND J)

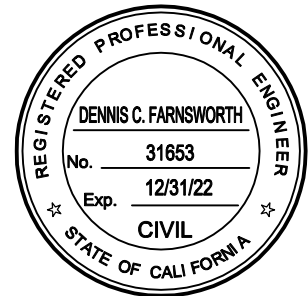
**CONTAINING 62,046 SQUARE FEET OR 1.42 ACRES MORE OR LESS.
AS DEPICTED ON EXHIBIT "D" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.**

PARCEL 3 (LETTERED LOTS I AND J)

**CONTAINING 75,628 SQUARE FEET OR 1.74 ACRES MORE OR LESS.
AS DEPICTED ON EXHIBIT "D" (SHEET 2) ATTACHED HERETO AND MADE A PART HEREOF.**

PREPARED BY OR UNDER THE DIRECTION OF:

**BY: _____
DENNIS C. FARNSWORTH RCE 31653**



DATED: _____

EXHIBIT "D"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

DEPICTION CITY PROPERTY

Doc. No.: _____

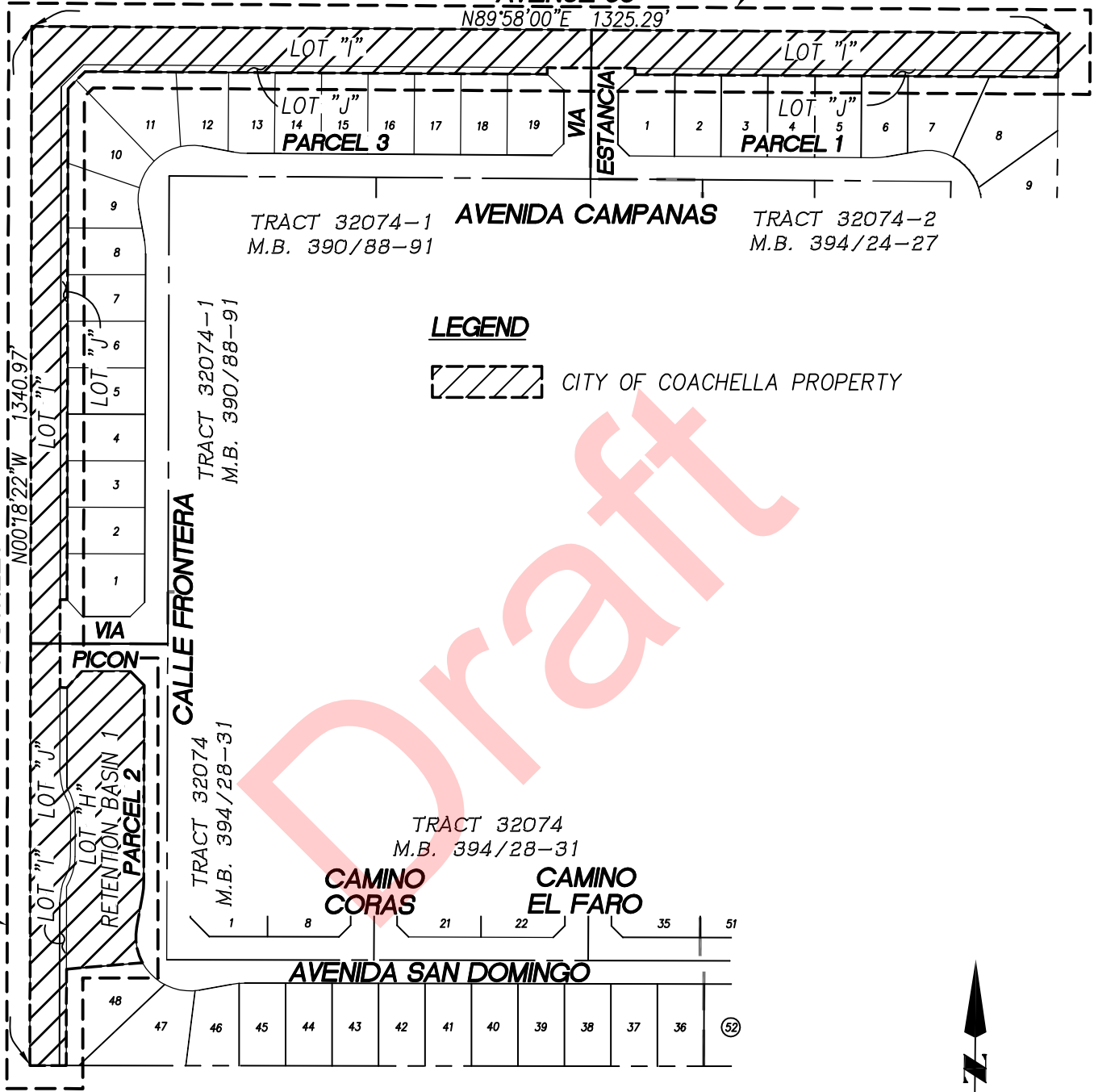
EXHIBIT "D"

ADJACENT TRACT 30728

AVENUE 50

SHEET 2

N89°58'00"E 1325.29'



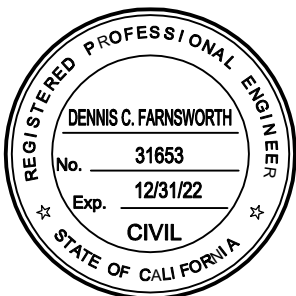
LEGEND

 CITY OF COACHELLA PROPERTY


Draft

ADJACENT TRACT 30871
SHEET 2
CALHOUN STREET

N00°18'22"W 1340.97'

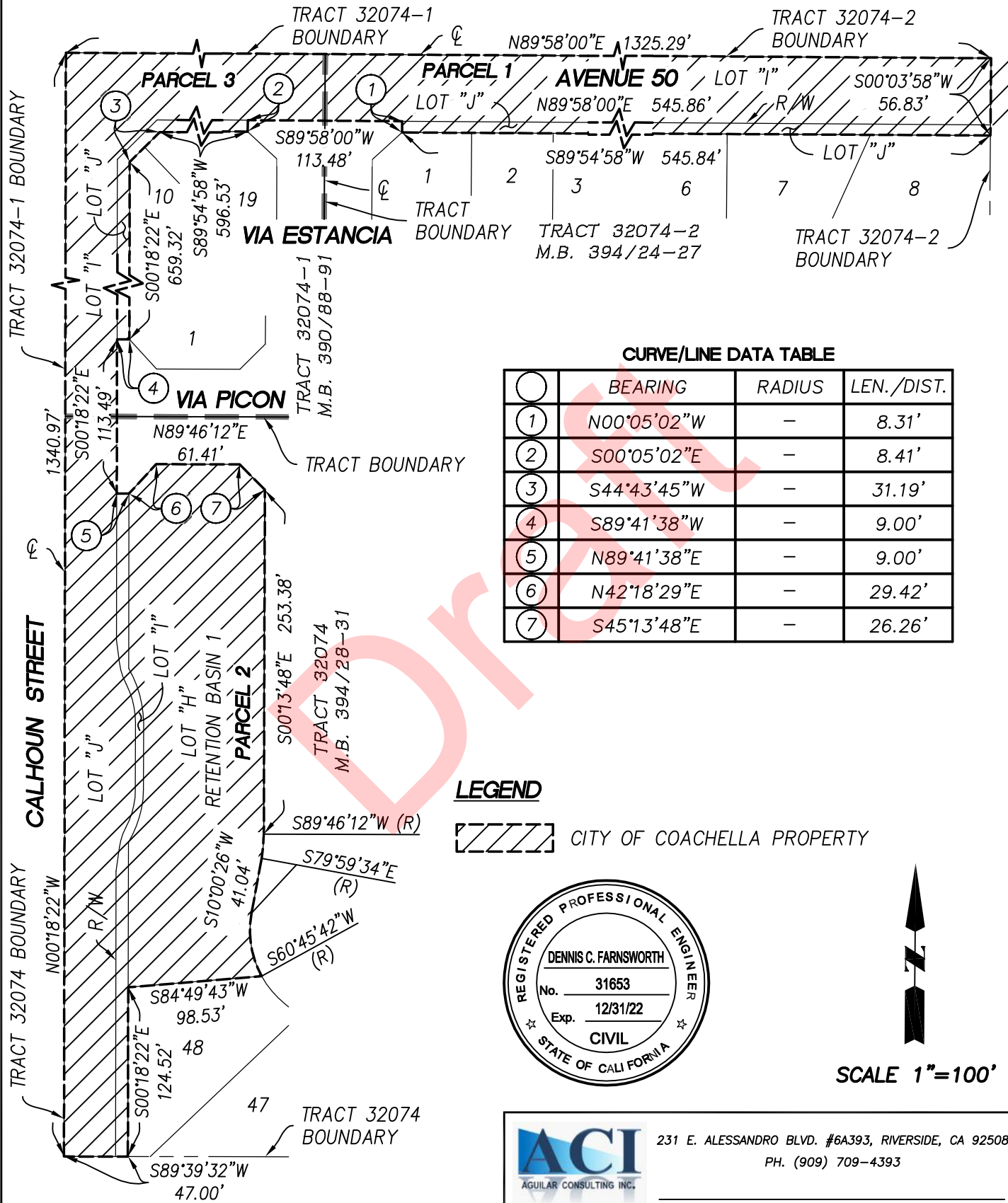


SCALE 1"=200'

		231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508 PH. (909) 709-4393		
DENNIS C FARNSWORTH R.C.E. 31653 DATE				
DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "D"
___/___/___	1"=200'	1 OF 2	XXXX-XXXX	

DATED: _____


EXHIBIT "D"

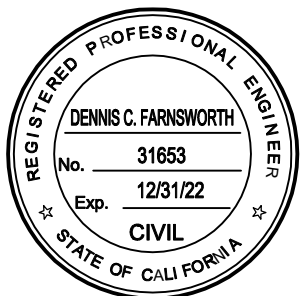


CURVE/LINE DATA TABLE

Circle	BEARING	RADIUS	LEN./DIST.
①	N00°05'02"W	—	8.31'
②	S00°05'02"E	—	8.41'
③	S44°43'45"W	—	31.19'
④	S89°41'38"W	—	9.00'
⑤	N89°41'38"E	—	9.00'
⑥	N42°18'29"E	—	29.42'
⑦	S45°13'48"E	—	26.26'

LEGEND

 CITY OF COACHELLA PROPERTY



SCALE 1"=100'

DATED: _____

AGUILAR CONSULTING INC.

231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE _____

DATE: --/--/---	SCALE: 1"=100'	SHEET: 2 OF 2	JOB NO. XXXX-XXXX	EXHIBIT "D"
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EXHIBIT "E"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

LEGAL DESCRIPTION USBR EASEMENT

Doc. No.: _____

EXHIBIT "F"

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

DEPICTION USBR EASEMENT

Doc. No.: _____

EXHIBIT "G"

TO

STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT

DESCRIPTION/DEPICTION OF FACILITIES AND
DESCRIPTION OF ABANDONED FACILITIES

- Irrigation Lateral 118.7: Relocate approximately one thousand three hundred fifty seven (1357') linear feet of the existing 24-inch (24") concrete irrigation pipeline with one thousand three hundred sixty (1,360') linear feet of 24-inch (24") C 905 PVC pipeline.
- Irrigation Lateral 118.7-2.5: Relocate approximately one thousand three hundred eleven (1311') linear feet of the existing 12-inch (12") concrete irrigation pipeline with one thousand three hundred thirty (1,330') linear feet of 12-inch (12") C 900 PVC pipeline.
- Abandon those existing portions of Irrigation Laterals 118.7 and 118.7-2.5 that lie within the existing USBR Easement per CVWD approved plans under direct CVWD Inspection.

Doc. No.: _____

EXHIBIT "H"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
INSURANCE

EXHIBIT "H"
INSURANCE REQUIREMENTS

1. **MINIMUM SCOPE AND LIMIT OF COVERAGE.** Prior to and at all times after executing the Agreement, Developer shall procure and maintain, at its sole cost, for the duration of Developer's obligations hereunder, not less than the following coverage and limits of insurance with insurers and under policy forms satisfactory to CVWD.

(a) **Commercial General Liability Insurance** written on an occurrence basis of at least \$2,000,000 per occurrence/\$4,000,000 aggregate providing coverage for ongoing and products and completed operations, property damage, bodily injury, personal and advertising injury, property damage, and premises/operations liability.

(i) Coverage for Commercial General Liability insurance shall be at least as broad as Insurance Services Office Commercial General Liability coverage form (Occurrence Form CG 00 01) or exact equivalent.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(iii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO endorsement forms CG 20 10 07 04 and 20 37 07 04, or endorsements providing the exact same coverage.

(b) **Commercial Automobile Liability Insurance** written on a per occurrence basis of at least \$1,000,000 per occurrence for bodily injury and property damage.

(i) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto)

(ii) The policy shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds.

(c) **Workers' Compensation Insurance/Employers Liability** as required by the State of California with statutory limits or be legally self-insured pursuant to Labor Code section 3700 *et. seq.* along with Employer's Liability limits of no less than \$1,000,000 per occurrence for bodily injury or disease. The workers compensation insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against Coachella Valley Water District, its employees, directors, officers, and agents.

2. **OTHER INSURANCE PROVISIONS.** All of Developer's policies shall meet the following requirements and contain all specified provisions/endorsements noted hereunder.

(a) Insurers shall provide CVWD at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that insurers shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. In the event any insurer issuing coverage hereunder does not agree to provide notice of cancellation to CVWD, Developer shall assume such obligation and provide written notice of cancellation in accordance with the above. If any of the required coverage is cancelled or expires during the term of this Agreement, Developer shall deliver renewal certificate(s) including endorsements to CVWD at least ten (10) days prior to the effective date of cancellation or expiration.

(b) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Developer's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by CVWD or any additional insureds shall not be called upon to contribute to any loss.

(c) All required insurance coverages shall contain a provision, or be endorsed, to waive subrogation in favor of the Coachella Valley Water District, its employees, directors, officers, and agents or shall specifically allow Developer to waive its right of recovery prior to a loss. Developer hereby waives its own right of recovery against Coachella Valley Water District, its employees, directors, officers, and agents.

(d) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CVWD will be promptly reimbursed by Developer. In the alternative, CVWD may cancel this Agreement.

(e) CVWD may require Developer to provide complete copies of all insurance policies and endorsements in effect for the duration of the Agreement.

(f) Developer shall not allow any of its contractors, consultants, subcontractors or subconsultants to commence work under this Agreement until Developer has verified that contractors, subcontractors, consultants, or subconsultants have secured all insurance required herein, including waivers of subrogation and other endorsements. Policies of commercial general liability insurance provided by such contractors, consultants, subcontractors or subconsultants shall be endorsed to name Coachella Valley Water District, its employees, directors, officers, and agents as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Developer, CVWD may approve different scopes or minimum limits of insurance for particular contractors, consultants, subcontractors or subconsultants.

(g) The general liability program and automobile liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by CVWD, and provided that such deductibles shall not apply to CVWD as an additional insured.

(h) Claims made policies are not acceptable.

3. **VERIFICATION OF COVERAGE.** Prior to execution of the Agreement, Developer shall file with CVWD evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. All policies required shall be issued by acceptable insurance companies, as determined by CVWD. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

4. **LIABILITY NOT LIMITED.** Defense costs shall be payable in addition to the limits set forth herein. Requirements of specific coverage or limits contained herein are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Developer from liability in excess of such coverage, nor shall it limit Developer's indemnification obligations to CVWD and shall not preclude CVWD from taking such other actions available to CVWD under other provisions of the Agreement or law.

5. **AVAILABLE LIMITS.** Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

6. **RESERVATION OF RIGHTS.** CVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT "1"
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
INDEMNITY

EXHIBIT "I" **INDEMNITY**

Developer shall assume the defense of, indemnify and hold harmless CVWD and its officers, directors, administrators, representatives, consultants, engineers, employees and agents, and their respective successors and assigns (collectively, "CVWD Indemnitees") and each and every one of them, from and against all actions, causes of action, damages, demands, liabilities, costs (including, but not limited to reasonable attorneys' fees), claims, losses and expenses of every type and description (collectively, "Costs") to which they may be subjected or put, by reason of, or resulting from: (A) this Agreement, (B) the design, engineering and construction of the improvements, (C) the removal and abandonment of the applicable portions of the Irrigation System, (D) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act or neglect on the part of Developer or its Representatives (as defined below), (E) any death, injury, property damage, accident or casualty caused or claimed to be caused by Developer or its Representatives or including Developer or its Representatives or its or their property, (F) any breach by Developer of its obligations under this Agreement, and (G) any enforcement by CVWD of any provision of this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of CVWD Indemnitees or any of them. CVWD shall make all decisions with respect to its representation in any legal proceeding concerning this Section. If Developer fails to do so, CVWD shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including fees and costs, to Developer and to recover the same from Developer. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable. No provision of this Agreement shall in any way limit the extent of the responsibility of Developer for payment of damages resulting from its operations or the operations of any of its Representatives. Developer further covenants and agrees to pay, or reimburse CVWD Indemnitees, or any of them for any and all Costs in connection with the investigating, defending against or otherwise in connection with Developer's obligations pursuant to this Agreement, except liability arising through the gross negligence or willful misconduct of CVWD Indemnitees, or any of them. CVWD shall have the right, at Developer's expense, to commence, to appear in, or to defend any action or proceeding arising out of or in connection with this Agreement, and in connection therewith, may pay all necessary expenses if Developer fails upon reasonable notice to so commence, appear in or defend any action or proceeding with counsel reasonably acceptable to CVWD. Developer shall be furnished with copies of bills relating to the foregoing upon request.

APPENDIX A
TO
STANDARD IRRIGATION SYSTEM
INSTALLATION AGREEMENT
SCHEDULE

The proposed 24-inch (24") irrigation lateral 118.7 and 12-inch (12") irrigation lateral 118.7-2.5 improvements shall be constructed and placed into service prior to the construction of Project.

The abandonment of the existing Irrigation Lateral 118.7 and 118.7-2.5 shall be performed upon completion of the installation of the replacement laterals and upon approval from USBR to proceed via CVWD Inspection.

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____
(insert name and title of officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)